Kane County
KC Executive Committee
Agenda

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

PIEROG, Allan, Bates, Berman, Gumz, Juby, Kious, Lewis, Linder, Molina, Sanchez, Strathmann, Surges, Tepe, Williams and ex-officio Roth (County Vice Chair)

Wednesday, May 7, 2025 **9:00 AM** **County Board Room**

1. Call to Order

2. Roll Call

3. Remote Attendance Requests

4. Pledge of Allegiance

5. Approval of Minutes: April 2, 2025

6. Public Comment

7. Monthly Financials (K. Hopkinson)

A. Monthly Finance Reports

8. PIO Update (J. Mann)

9. Old Business

10. New Business

11. Preliminary County Board Agenda:

---------- CONSENT AGENDA ----------

Administration

A. **Resolution:** Authorizing Execution of a Master Intergovernmental Cooperative Purchasing Agreement to Participate in a Purchasing Cooperative with Midland Paper and Authorizing the Purchase of Paper and Envelopes Under Said Agreement by Kane County (Contract# P-76708)

B. **Resolution:** Authorizing a Contract Extension for Commercial Floor Coverings and Related Services with Mohawk Industries Through OMNIA Partners (Contract# 2020002149)

C. **Resolution:** Ratifying an Emergency Purchase Affidavit for the Purchase of Judicial Center Chiller System Upgrades

D. **Resolution:** Authorizing a Contract for the Kane County Judicial Center Pavement Improvement Project with Geneva Construction Company, Inc. (BID# 25-014-TK)

E. **Resolution:** Authorizing Additional Judicial Facility Construction Funds for General Construction Services with MRRW Construction, LLC (BID# 23-032)

F. **Resolution:** Authorizing Additional Funds for Fiber Optic Support Services with Nat Tech, LLC d/b/a National Technology, LLC NTI for the Information Technologies Department

G. **Resolution:** Authorizing Purchase of Trades, Labor, Materials, and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract# 23010402)

H. **Resolution:** Authorizing a Contract for the Kane County Mill Creek Special Service Area for Curbside Brush Pick-up Services Program with Kramer Tree Specialists, Inc. (BID# 25-012-TK)

I. **Resolution:** Authorizing the Purchase of Two Vehicles from Morrow Brothers Ford, Inc. Using the State of Illinois Contract for the Building Management Department

Agriculture

A. 2025 Proclamation Recognizing Steve Pitstick as a Master Farmer Award Recipient

Finance

A. **Resolution:** Approving March 2025 Claims Paid

B. **Resolution:** Authorizing Updates to the County’s Health Plan

C. **Resolution:** Authorizing an Agreement with Motorola for the Starcom Radio Management System

D. **Resolution:** Authorizing Subaward Agreement with Northern Illinois Food Bank for Partnership and Utilization of Composting and Food Waste Reduction Funds

E. **Resolution:** Authorizing Subaward Agreement with Advocate Sherman Hospital for Partnership and Utilization of Composting and Food Waste Reduction Funds

F. **Resolution:** Authorizing Subaward Agreement with the Kane County Cougars for Partnership and Utilization of Composting and Food Waste Reduction Funds

G. **Resolution:** Authorizing Budget Adjustment for the Lead Poisoning Prevention and Response Grant

H. **Resolution:** Emergency Appropriation for Transfer of Funds from the Recovery Zone Bond Debt Service Fund #622 to the Pasadena Drive Special Billing Area SW48 #5311

I. **Resolution:** Amending Kane County Financial Policies Related to Travel

J. **Ordinance:** Ordinance - Reserve Policy for General Fund - General Account

Jobs

A. **Resolution:** Authorizing Kane County's Continuing Participation in the Greater Chicagoland Economic Partnership

Public Health

A. **Resolution:** Authorizing Adoption of 2024-2027 Community Health Improvement Plan By Kane County Board

Transportation

A. Proclaiming May 2025 as Motorcycle Safety Awareness Month in Kane County

B. **Resolution:** Approving Adopt-A-Highway Applicants

C. **Resolution:** Approving a Technical Services Agreement Between the Regional Transit Authority and the County of Kane for the Ride in Kane Program, Contract No. S5310-2024-05, Federal Project No. IL-2024-004, Program Phase 21 & 22 Mobility Management

D. **Resolution:** Approving Amendment No. 2 to an Intergovernmental Agreement Between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street

E. **Resolution:** Approving the Kane County 5-Year FY2025-2029 Transportation Improvement Program (TIP)

F. **Resolution:** Approving a $127,892.80 Contract for Construction with Steffens 3D Construction, Inc. of Toluca, Illinois for 2025 Virgil Township Bituminous Surface Treatment, Section No. 25-16000-02-GM

G. **Resolution:** Approving a $128,909.90 Contract for Construction with Geske and Sons, Inc. of Crystal Lake, Illinois for 2025 Rutland Township Road District, Section No. 25-13000-01-GM

H. **Resolution:** Approving Amendment No. 2 to the Phase I Engineering Services Agreement with Alfred Benesch & Company of Chicago, Illinois for Randall Road Multi Modal Improvements, Kane County Section No. 21-00539-00-TD

I. **Resolution:** Authorizing Acquisition of Real Property for Randall Road at Big Timber Road Intersection Improvement, Kane County Section No. 19-00369-01-CH

J. **Resolution:** Approving Acquisition of Highway Right of Way for Randall Road at Illinois Route 72, Elgin, Illinois, Kane County Section No. 19-00514-00-WR, Parcel No. 1PK0004

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

A. **Resolution:** Approving County Board Personal Expense Voucher Reimbursement Request

B. **Resolution:** Approving County Board Personal Expense Voucher Reimbursement Request

C. **Resolution:** Authorizing Interim Director of Workforce Development

D. **Resolution:** Approving First Amendment to Agreement Between County of Kane and the Kane County Economic Development Corporation

E. **Ordinance:** An Ordinance Providing for the Payment of Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of the County of Kane, Illinois, in Advance of Maturity, and Authorizing and Directing the Execution of an Escrow Agreement in Connection Therewith

F. **Resolution:** Emergency Appropriation for Budget Amendments Related to the Reimbursement of Grant Funds, Transfer of Monies to Longmeadow Debt Service Funds, and Payment to the Escrow Agent for Defeasance of the Longmeadow Toll Bridge Revenue Bonds

12. Executive Session (If Needed)

13. Committee Reports

A. Madam Chairman's Comments

1. Abolishing Township Government Conference Overview

B. Legislative Update

C. All Other Committees

14. Adjournment

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

FINANCE REPORT NO. TMP-25-528

MONTHLY FINANCE REPORTS

Committee Revenue Budget Report - by Account Detail

Through March 31, 2025 (33.33% YTD)

*2020, 2021, 2022, 2023 Actual Full Fiscal Year **2024 (DRAFT)

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2024 Adopted Budget	2024 YTD% Actual/Budget	2025 Actual Amount	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
010 County Board	**$ 4,934,921**	**$ 2,341,765**	**$ 5,860,829**	**$ 6,378,943**	**$ 6,784,498**	**$ 11,769,789**	**56.4%**	**$ 833,343**	**$ 12,018,565**	**6.93%**	
001 General Fund	**$ 139,268**	**$ 61,900**	**$ 77,788**	**$ 118,912**	**$ 112,500**	**$ 92,500**	**121.6%**	**$ 45,100**	**$ 132,500**	**34.04%**	
Revenue	***$ 139,268***	***$ 61,900***	***$ 77,788***	***$ 118,912***	***$ 112,500***	***$ 92,500***	***121.6%***	***$ 45,100***	***$ 132,500***	***34.04%***	
Licenses and Permits	**$ 89,268**	**$ 46,900**	**$ 77,788**	**$ 118,912**	**$ 112,500**	**$ 92,500**	**121.6%**	**$ 45,100**	**$ 132,500**	**34.04%**	
31000 - Liquor Licenses	$ 89,118	$ 44,150	$ 75,038	$ 113,862	$ 106,150	$ 90,000	117.9%	$ 45,100	$ 130,000	34.69%	
31390 - Gathering Permits	$ 150	$ 2,750	$ 2,750	$ 5,050	$ 6,350	$ 2,500	254.0%	$ -	$ 2,500	0.00%	
Transfers In	**$ 50,000**	**$ 15,000**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
39000 - Transfer From Other Funds	$ 50,000	$ 15,000	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
120 Grand Victoria Casino Elgin	**$ 4,293,735**	**$ 1,944,410**	**$ 5,267,439**	**$ 5,366,409**	**$ 5,700,829**	**$ 5,138,806**	**105.8%**	**$ 26,375**	**$ 5,440,618**	**0.48%**	
Revenue	***$ 4,293,735***	***$ 1,944,410***	***$ 5,267,439***	***$ 5,366,409***	***$ 5,700,829***	***$ 5,138,806***	***105.8%***	***$ 26,375***	***$ 5,440,618***	***0.48%***	
Other	**$ 4,207,222**	**$ 1,946,103**	**$ 5,389,906**	**$ 4,948,625**	**$ 5,116,618**	**$ 4,948,625**	**98.4%**	**$ -**	**$ 5,116,618**	**0.00%**	
38550 - Riverboat Proceeds	$ 4,207,222	$ 1,946,103	$ 5,389,906	$ 4,948,625	$ 5,116,618	$ 4,948,625	103.4%	$ -	$ 5,116,618	0.00%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
Interest Revenue	**$ 86,513**	**$ (4,093)**	**$ (124,917)**	**$ 393,983**	**$ 582,728**	**$ 190,181**	**306.4%**	**$ 26,375**	**$ 324,000**	**8.14%**	
38000 - Investment Income	$ 86,513	$ (4,093)	$ (124,917)	$ 393,983	$ 582,728	$ 190,181	306.4%	$ 26,375	$ 324,000	8.14%	
Reimbursements	**$ -**	**$ 2,400**	**$ 2,450**	**$ 800**	**$ 1,483**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
37900 - Miscellaneous Reimbursement	$ -	$ 2,400	$ 2,450	$ 800	$ 1,483	$ -	0.0%	$ -	$ -	0.00%	
Transfers In	**$ -**	**$ -**	**$ -**	**$ 23,000**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
39405 - Transfer from Cost Share Drainage Fund 405	0.00	0.00	0.00	23,000.00	$ -	$ -	0.0%	0.00	$ -	0.00%	
430 Farmland Preservation	**$ 501,918**	**$ 315,704**	**$ 452,952**	**$ 774,616**	**$ 971,169**	**$ 6,538,483**	**14.9%**	**$ 761,867**	**$ 6,445,447**	**11.82%**	
Revenue	***$ 501,918***	***$ 315,704***	***$ 452,952***	***$ 774,616***	***$ 971,169***	***$ 6,538,483***	***14.9%***	***$ 761,867***	***$ 6,445,447***	***11.82%***	
Other	**$ -**	**$ -**	**$ 5**	**$ (26,946)**	**$ -**	**$ 2,838,894**	**0.0%**	**$ -**	**$ 3,042,447**	**0.00%**	
38570 - Refunds	$ -	$ -	$ 5	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
38900 - Miscellaneous Other	$ -	$ -	$ -	$ (26,946)	$ -	$ -	0.0%	$ -	$ -	0.00%	
39900 - Fund Balance Utilization	$ -	$ -	$ -	$ -	$ -	$ 2,838,894	0.0%	$ -	$ 3,042,447	0.00%	
Grants	**$ 150,000**	**$ -**	**$ -**	**$ 115,000**	**$ -**	**$ 2,856,548**	**0.0%**	**$ -**	**$ 2,500,000**	**0.00%**	
32360 - US Dept of Agriculture Grant	$ 150,000	$ -	$ -	$ 115,000	$ -	$ 2,856,548	0.0%	$ -	$ 2,500,000	0.00%	
Interest Revenue	**$ 51,918**	**$ 604**	**$ (47,053)**	**$ 186,516**	**$ 271,169**	**$ 143,041**	**189.6%**	**$ 11,867**	**$ 153,000**	**7.76%**	
38000 - Investment Income	$ 51,918	$ 604	$ (47,053)	$ 186,516	$ 271,169	$ 143,041	189.6%	$ 11,867	$ 153,000	7.76%	
Reimbursements	**$ -**	**$ -**	**$ -**	**$ 46**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
37900 - Miscellaneous Reimbursement	$ -	$ -	$ -	$ 46	$ -	$ -	0.0%	$ -	$ -	0.00%	
Transfers In	**$ 300,000**	**$ 315,100**	**$ 500,000**	**$ 500,000**	**$ 700,000**	**$ 700,000**	**100.0%**	**$ 750,000**	**$ 750,000**	**100.00%**	
39000 - Transfer From Other Funds	$ 300,000	$ 315,100	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
39120 - Transfer from Grand Victoria Casino Elgin Fund 120	0.00	0.00	500,000.00	500,000.00	$ 700,000	$ 700,000	100.0%	750,000.00	$ 750,000	100.00%	
491 Tax Sale Purchase	**$ -**	**$ 19,751**	**$ 62,651**	**$ 119,006**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
Revenue	***$ -***	***$ 19,751***	***$ 62,651***	***$ 119,006***	***$ -***	***$ -***	***0.0%***	***$ -***	***$ -***	***0.00%***	
Proceeds from Sale of Property	**$ -**	**$ 19,751**	**$ 62,651**	**$ 119,006**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
38700 - Proceeds from Sale of Property	$ -	$ 19,751	$ 62,651	$ 119,006	$ -	$ -	0.0%	$ -	$ -	0.00%	
Grand Total	**$ 4,934,921**	**$ 2,341,765**	**$ 5,860,829**	**$ 6,378,943**	**$ 6,784,498**	**$ 11,769,789**	**56.4%**	**$ 833,343**	**$ 12,018,565**	**6.93%**	

Committee Expense Budget Report - by Account Detail

Through March 31, 2025 (33.33% YTD, 30.77% Payroll Expense through Pay Period Ending 03/15/2025)

***2020, 2021, 2022, 2023 Actual Full Fiscal Year **2024 (DRAFT)**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2024 Adopted Budget	2024 YTD% Actual/Budget	2025 Actual Amount	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
010 County Board	**$ 5,008,577**	**$ 3,854,913**	**$ 4,544,617**	**$ 5,531,197**	**$ 6,354,172**	**$ 12,992,758**	**47.9%**	**$ 4,177,477**	**$ 13,224,526**	**31.57%**	
001 General Fund	**$ 1,261,629**	**$ 1,142,452**	**$ 1,312,602**	**$ 1,503,338**	**$ 1,209,757**	**$ 1,315,469**	**89.6%**	**$ 341,800**	**$ 1,338,461**	**25.44%**	
Expenses	***$ 1,261,629***	***$ 1,142,452***	***$ 1,312,602***	***$ 1,503,338***	***$ 1,209,757***	***$ 1,315,469***	***89.6%***	***$ 341,800***	***$ 1,338,461***	***25.44%***	
Personnel Services- Salaries & Wages	**$ 921,519**	**$ 866,039**	**$ 995,867**	**$ 1,008,603**	**$ 1,018,851**	**$ 1,003,794**	**98.1%**	**$ 293,132**	**$ 1,021,711**	**28.54%**	
40000 - Salaries and Wages	$ 921,519	$ 866,039	$ 995,867	$ 1,008,603	$ 1,018,851	$ 1,003,794	101.0%	$ 293,132	$ 1,021,711	28.54%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 300,310**	**$ 223,861**	**$ 247,481**	**$ 346,980**	**$ 349,891**	**$ -**	**0.0%**	**$ -**	**$ 520,274**	**0.00%**	
45000 - Healthcare Contribution	$ 291,081	$ 215,525	$ 238,792	$ 337,295	$ 339,609	$ -	0.0%	$ -	$ 381,805	0.00%	
45010 - Dental Contribution	$ 9,229	$ 8,336	$ 8,689	$ 9,685	$ 10,282	$ -	0.0%	$ -	$ 11,381	0.00%	
45100 - FICA/SS Contribution	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ 78,180	0.00%	
45200 - IMRF Contribution	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ 31,218	0.00%	
53010 - Workers Compensation	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ 17,690	0.00%	
Contractual Services	**$ 34,824**	**$ 46,623**	**$ 46,078**	**$ 136,741**	**$ 179,436**	**$ 297,175**	**60.4%**	**$ 41,657**	**$ 302,250**	**13.78%**	
50150 - Contractual/Consulting Services	$ 2,690	$ 9,755	$ 8,000	$ 95,828	$ 130,500	$ 253,350	51.5%	$ 30,500	$ 249,750	12.21%	
52140 - Repairs and Maint- Copiers	$ 87	$ 608	$ 384	$ 540	$ 688	$ 600	114.6%	$ 352	$ 100	352.00%	
53060 - General Printing	$ -	$ -	$ -	$ 12	$ 1,582	$ -	0.0%	$ -	$ -	0.00%	
53100 - Conferences and Meetings	$ -	$ 950	$ 1,574	$ -	$ 1,180	$ -	0.0%	$ -	$ -	0.00%	
53105 - Conferences and Meetings - Board Members	$ -	$ 864	$ 1,673	$ 1,629	$ 6,730	$ 3,500	192.3%	$ 100	$ 12,000	0.83%	
53106 - Conferences & Meetings - Chairman	$ -	$ -	$ -	$ 1,190	$ 2,966	$ 3,325	89.2%	$ 306	$ 4,000	7.66%	
53110 - Employee Training	$ -	$ -	$ -	$ -	$ 673	$ -	0.0%	$ -	$ -	0.00%	
53120 - Employee Mileage Expense	$ -	$ -	$ -	$ -	$ 171	$ -	0.0%	$ 60	$ -	0.00%	
53130 - General Association Dues	$ 32,047	$ 34,447	$ 34,447	$ 37,542	$ 34,947	$ 36,400	96.0%	$ 10,339	$ 36,400	28.40%	
Commodities	**$ 4,976**	**$ 5,929**	**$ 8,175**	**$ 11,014**	**$ 11,469**	**$ 14,500**	**79.1%**	**$ 7,010**	**$ 14,500**	**48.35%**	
60000 - Office Supplies	$ 4,503	$ 4,969	$ 5,082	$ 9,064	$ 9,658	$ 9,200	105.0%	$ 5,915	$ 9,500	62.26%	
60010 - Operating Supplies	$ 473	$ 470	$ 2,682	$ 1,088	$ 871	$ 2,500	34.8%	$ 948	$ 2,000	47.38%	
60015 - Board Meeting Supplies	$ -	$ -	$ -	$ 275	$ 610	$ 1,800	33.9%	$ 102	$ 2,000	5.08%	
60020 - Computer Related Supplies	$ -	$ -	$ 470	$ 40	$ -	$ 300	0.0%	$ -	$ 300	0.00%	
60050 - Books and Subscriptions	$ -	$ 490	$ (59)	$ 98	$ -	$ 200	0.0%	$ 29	$ 200	14.50%	
60555 - Business Relationship Commodities	$ -	$ -	$ -	$ 449	$ 330	$ 500	66.1%	$ 17	$ 500	3.45%	
Transfers Out	**$ -**	**$ -**	**$ 15,000**	**$ -**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
99112 - Transfer to Special Reserve Fund 112	$ -	$ -	$ 15,000	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
Services	**$ -**	**$ -**	**$ -**	**$ -**	**$ (349,891)**	**$ -**	**0.0%**	**$ -**	**$ (520,274)**	**0.00%**	
45005 - Healthcare Contribution Contra Account	$ -	$ -	$ -	$ -	$ (339,609)	$ -	0.0%	$ -	$ (381,805)	0.00%	
45015 - Dental Insurance Contra Account	$ -	$ -	$ -	$ -	$ (10,282)	$ -	0.0%	$ -	$ (11,381)	0.00%	
45105 - FICA/SS Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ (78,180)	0.00%	
45205 - IMRF Contribution Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ (31,218)	0.00%	
53015 - Worker's Comp Contra Account	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ (17,690)	0.00%	
120 Grand Victoria Casino Elgin	**$ 3,381,035**	**$ 2,602,731**	**$ 2,819,891**	**$ 3,725,681**	**$ 4,908,492**	**$ 5,138,806**	**91.1%**	**$ 3,712,684**	**$ 5,440,618**	**68.23%**	
Expenses	***$ 3,381,035***	***$ 2,602,731***	***$ 2,819,891***	***$ 3,725,681***	***$ 4,908,492***	***$ 5,138,806***	***91.1%***	***$ 3,712,684***	***$ 5,440,618***	***68.23%***	
Personnel Services- Salaries & Wages	**$ 47,417**	**$ 48,303**	**$ 52,572**	**$ 45,287**	**$ 37,269**	**$ 87,420**	**42.6%**	**$ 19,181**	**$ 87,515**	**21.77%**	
40000 - Salaries and Wages	$ 47,417	$ 48,303	$ 52,572	$ 45,287	$ 37,269	$ 84,873	43.9%	$ 19,181	$ 87,515	21.77%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ 2,547	0.0%	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 27,932**	**$ 30,763**	**$ 35,206**	**$ 20,270**	**$ 9,001**	**$ 25,530**	**35.3%**	**$ 7,257**	**$ 31,103**	**23.26%**	
45000 - Healthcare Contribution	$ 19,675	$ 21,821	$ 26,548	$ 13,564	$ 3,799	$ 12,357	30.7%	$ 4,528	$ 17,462	25.93%	
45010 - Dental Contribution	$ 470	$ 560	$ 562	$ 327	$ 149	$ 557	26.7%	$ 35	$ 647	5.46%	
45100 - FICA/SS Contribution	$ 3,143	$ 3,183	$ 3,514	$ 3,205	$ 2,775	$ 6,688	41.5%	$ 1,393	$ 6,697	20.66%	
45200 - IMRF Contribution	$ 3,292	$ 3,657	$ 3,127	$ 2,187	$ 1,663	$ 4,004	41.5%	$ 988	$ 4,780	20.53%	
53010 - Workers Compensation	$ 1,352	$ 1,542	$ 1,455	$ 988	$ 616	$ 1,924	32.0%	$ 312	$ 1,517	20.39%	
Contractual Services	**$ 945,350**	**$ 388,013**	**$ 499,829**	**$ 964,380**	**$ 1,022,240**	**$ 1,043,074**	**98.0%**	**$ 309,360**	**$ 1,090,882**	**28.36%**	
50340 - Software Licensing Cost	$ -	$ 212	$ -	$ 6	$ 94	$ 365	25.6%	$ 571	$ 381	149.87%	
50590 - Professional Services	$ 1,418	$ 331	$ 44	$ 63	$ 24	$ 69	34.6%	$ 13	$ 75	17.53%	

Committee Expense Budget Report - by Account Detail

Through March 31, 2025 (33.33% YTD, 30.77% Payroll Expense through Pay Period Ending 03/15/2025)

***2020, 2021, 2022, 2023 Actual Full Fiscal Year **2024 (DRAFT)**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2024 Adopted Budget	2024 YTD% Actual/Budget	2025 Actual Amount	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
52010 - Janitorial Services	$ 137	$ 414	$ 620	$ 382	$ 208	$ 578	36.1%	$ 58	$ 603	9.69%	
52110 - Repairs and Maint- Buildings	$ -	$ -	$ 117	$ 74	$ 23	$ 167	14.0%	$ 7	$ 171	4.17%	
52140 - Repairs and Maint- Copiers	$ 24	$ 32	$ 52	$ 43	$ 24	$ 55	43.3%	$ 9	$ 60	14.97%	
52180 - Building Space Rental	$ 2,581	$ 4,176	$ 5,547	$ 3,290	$ 1,965	$ 4,401	44.7%	$ 491	$ 4,634	10.59%	
53000 - Liability Insurance	$ 1,108	$ 984	$ 1,206	$ 1,322	$ 1,159	$ 2,553	45.4%	$ 712	$ 3,251	21.77%	
53020 - Unemployment Claims	$ 32	$ 32	$ 36	$ 18	$ 19	$ 35	53.2%	$ 10	$ 44	21.31%	
53100 - Conferences and Meetings	$ 0	$ 77	$ -	$ -	$ -	$ 50	0.0%	$ -	$ 50	0.00%	
53110 - Employee Training	$ 1,696	$ -	$ -	$ 17	$ -	$ 15,000	0.0%	$ 629	$ 15,000	4.19%	
55010 - External Grants	$ 938,354	$ 381,755	$ 492,208	$ 409,165	$ 1,018,724	$ 1,019,801	99.9%	$ 306,860	$ 1,066,613	28.77%	
55011 - Internal Grant to Workforce Development	$ -	$ -	$ -	$ 550,000	$ -	$ -	0.0%	$ -	$ -	0.00%	
Commodities	**$ 10,767**	**$ 6,954**	**$ 6,972**	**$ 6,763**	**$ 7,618**	**$ 6,704**	**113.6%**	**$ 1,354**	**$ 9,616**	**14.08%**	
60000 - Office Supplies	$ 5,659	$ 102	$ 21	$ 93	$ 30	$ 30	100.6%	$ -	$ 30	0.00%	
60010 - Operating Supplies	$ 1	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
60040 - Postage	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
60050 - Books and Subscriptions	$ 4,500	$ 6,000	$ 6,000	$ 6,000	$ 5,167	$ 6,000	86.1%	$ -	$ 8,500	0.00%	
60070 - Computer Hardware- Non Capital	$ -	$ -	$ -	$ -	$ 2,060	$ -	0.0%	$ 1,095	$ -	0.00%	
60100 - Utilities- Water	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
63000 - Utilities- Natural Gas	$ 13	$ 45	$ 97	$ 66	$ 18	$ 89	20.5%	$ 12	$ 67	18.27%	
63010 - Utilities- Electric	$ 25	$ 37	$ 56	$ 37	$ 16	$ 45	36.6%	$ 10	$ 53	18.96%	
64000 - Telephone	$ 132	$ 232	$ 249	$ 227	$ 157	$ 346	45.3%	$ 92	$ 371	24.91%	
64010 - Cellular Phone	$ 403	$ 441	$ 414	$ 248	$ 121	$ 82	147.0%	$ 138	$ 467	29.61%	
64020 - Internet	$ 33	$ 98	$ 136	$ 92	$ 49	$ 112	43.5%	$ 6	$ 128	4.34%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ 371,096**	**0.0%**	**$ -**	**$ 811,062**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ 371,096	0.0%	$ -	$ 811,062	0.00%	
Transfers Out	**$ 2,334,283**	**$ 2,110,270**	**$ 2,215,777**	**$ 2,675,614**	**$ 3,819,007**	**$ 3,569,982**	**100.0%**	**$ 3,374,141**	**$ 3,375,440**	**99.96%**	
99000 - Transfer To Other Funds	$ 2,334,283	$ 2,110,270	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 2,689	$ 1,622	$ 1,253	$ 2,228	56.2%	$ 878	$ 2,177	40.34%	
99220 - Transfer to Title IV-D Fund 220	$ -	$ -	$ 173,153	$ 181,339	$ 29,828	$ 29,828	100.0%	$ 4,933	$ 4,933	100.00%	
99221 - Transfer to Drug Prosecution Fund 221	$ -	$ -	$ 85,192	$ 180,894	$ 356,327	$ 356,327	100.0%	$ 246,976	$ 246,976	100.00%	
99222 - Transfer to Victim Coordinator Services Fund 222	$ -	$ -	$ 124,820	$ 100,960	$ 246,804	$ 246,804	100.0%	$ 254,583	$ 254,583	100.00%	
99223 - Transfer to Domestic Violence Fund 223	$ -	$ -	$ 147,810	$ 350,000	$ 450,755	$ 450,755	100.0%	$ 164,831	$ 164,831	100.00%	
99230 - Transfer to Child Advocacy Center Fund 230	$ -	$ -	$ 473,140	$ 690,656	$ 888,556	$ 888,556	100.0%	$ 1,064,481	$ 1,064,481	100.00%	
99351 - Transfer to Kane Kares Fund 351	$ -	$ -	$ 142,097	$ 142,097	$ 213,229	$ 213,229	100.0%	$ 213,229	$ 213,229	100.00%	
99390 - Transfer to Web Technical Services Fund 390	$ -	$ -	$ 297,500	$ 297,500	$ 297,500	$ 297,500	100.0%	$ 292,500	$ 292,500	100.00%	
99400 - Transfer to Econ Develop Fund 400	$ -	$ -	$ 58,676	$ 74,643	$ 280,375	$ 280,375	100.0%	$ 280,375	$ 280,375	100.00%	
99405 - Transfer to Cost Share Drainage Fund 405	$ -	$ -	$ 149,700	$ 69,403	$ 4,555	$ 4,555	100.0%	$ 4,555	$ 4,555	100.00%	
99407 - Transfer to Quality of Kane Grants Fund 407	$ -	$ -	$ -	$ -	$ 20,000	$ 20,000	100.0%	$ -	$ -	0.00%	
99430 - Transfer to Farmland Preservation Fund 430	$ -	$ -	$ 500,000	$ 500,000	$ 700,000	$ 700,000	100.0%	$ 750,000	$ 750,000	100.00%	
99500 - Transfer to Capital Projects Fund 500	$ -	$ -	$ -	$ -	$ 250,000	$ -	100.0%	$ -	$ -	0.00%	
99650 - Transfer to Enterprise Surcharge Fund 650	$ -	$ -	$ 61,000	$ 86,500	$ 79,825	$ 79,825	100.0%	$ 96,800	$ 96,800	100.00%	
Services	**$ 15,286**	**$ 18,428**	**$ 9,535**	**$ 13,367**	**$ 13,358**	**$ 35,000**	**38.2%**	**$ 1,392**	**$ 35,000**	**3.98%**	
45420 - Tuition Reimbursement	$ 15,286	$ 18,428	$ 9,535	$ 13,367	$ 13,358	$ 35,000	38.2%	$ 1,392	$ 35,000	3.98%	
430 Farmland Preservation	**$ 365,914**	**$ 88,955**	**$ 349,473**	**$ 183,171**	**$ 235,923**	**$ 6,538,483**	**3.6%**	**$ 122,993**	**$ 6,445,447**	**1.91%**	
Expenses	***$ 365,914***	***$ 88,955***	***$ 349,473***	***$ 183,171***	***$ 235,923***	***$ 6,538,483***	***3.6%***	***$ 122,993***	***$ 6,445,447***	***1.91%***	
Personnel Services- Salaries & Wages	**$ 39,641**	**$ 57,231**	**$ 75,035**	**$ 58,805**	**$ 87,364**	**$ 167,691**	**52.1%**	**$ 28,690**	**$ 98,788**	**28.56%**	
40000 - Salaries and Wages	$ 39,641	$ 56,694	$ 74,999	$ 58,537	$ 87,364	$ 162,806	53.7%	$ 28,690	$ 98,788	28.56%	
40002 - Non-Union Wage Increase	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
40003 - Cost of Living Increase	$ -	$ -	$ -	$ -	$ -	$ 4,885	0.0%	$ -	$ -	0.00%	
40200 - Overtime Salaries	$ -	$ 536	$ 35	$ 268	$ -	$ -	0.0%	$ -	$ -	0.00%	
Personnel Services- Employee Benefits	**$ 6,580**	**$ 8,450**	**$ 10,550**	**$ 9,063**	**$ 26,379**	**$ 54,322**	**48.6%**	**$ 10,306**	**$ 31,670**	**32.29%**	
45000 - Healthcare Contribution	$ 1,538	$ 1,505	$ 1,563	$ 1,755	$ 12,261	$ 29,608	41.4%	$ 4,787	$ 16,657	28.74%	
45010 - Dental Contribution	$ 59	$ 64	$ 64	$ 64	$ 287	$ 719	39.9%	$ 100	$ 345	29.12%	
45100 - FICA/SS Contribution	$ 3,012	$ 4,356	$ 5,714	$ 4,469	$ 6,652	$ 12,829	51.8%	$ 2,134	$ 7,562	27.75%	

Committee Expense Budget Report - by Account Detail

Through March 31, 2025 (33.33% YTD, 30.77% Payroll Expense through Pay Period Ending 03/15/2025)

***2020, 2021, 2022, 2023 Actual Full Fiscal Year **2024 (DRAFT)**

Department / Fund / Account Classification	2020 Actual Amount*	2021 Actual Amount*	2022 Actual Amount*	2023 Actual Amount*	2024 Actual Amount**	2024 Adopted Budget	2024 YTD% Actual/Budget	2025 Actual Amount	2025 Adopted Budget	2025 YTD% Actual/Budget	2020 - 2025 Trend
45200 - IMRF Contribution	$ 957	$ 1,064	$ 1,456	$ 731	$ 3,694	$ 7,681	48.1%	$ 1,543	$ 5,395	28.13%	
53010 - Workers Compensation	$ 1,014	$ 1,461	$ 1,753	$ 2,044	$ 3,485	$ 3,485	100.0%	$ 1,741	$ 1,711	100.00%	
Contractual Services	**$ 16,291**	**$ 23,274**	**$ 26,696**	**$ 61,662**	**$ 119,952**	**$ 601,146**	**20.0%**	**$ 81,820**	**$ 599,716**	**13.64%**	
50150 - Contractual/Consulting Services	$ 11,174	$ 19,509	$ 16,420	$ 47,229	$ 111,879	$ 516,979	21.6%	$ 56,301	$ 516,979	10.89%	
50160 - Legal Services	$ 2,091	$ 1,088	$ 1,939	$ 1,470	$ 1,100	$ 25,000	4.4%	$ 470	$ 25,000	1.88%	
50170 - Appraisal Services	$ 1,500	$ -	$ 1,500	$ 7,000	$ 1,800	$ 39,594	4.5%	$ 20,200	$ 39,594	51.02%	
53000 - Liability Insurance	$ 831	$ 932	$ 1,452	$ 2,689	$ 5,064	$ 5,064	100.0%	$ 3,727	$ 3,666	100.00%	
53020 - Unemployment Claims	$ 24	$ 30	$ 44	$ 37	$ 82	$ 82	100.0%	$ 51	$ 50	100.00%	
53100 - Conferences and Meetings	$ 671	$ 1,716	$ 5,342	$ 3,237	$ 28	$ 14,427	0.2%	$ 1,072	$ 14,427	7.43%	
Capital	**$ 303,402**	**$ -**	**$ 235,796**	**$ -**	**$ -**	**$ 5,713,096**	**0.0%**	**$ -**	**$ 5,713,096**	**0.00%**	
75010 - Farmland Preservation Rights - County Portion	$ 303,402	$ -	$ 235,796	$ -	$ -	$ 2,856,548	0.0%	$ -	$ 2,856,548	0.00%	
75020 - Farmland Preservation Rights - Federal Matching	$ -	$ -	$ -	$ -	$ -	$ 2,856,548	0.0%	$ -	$ 2,856,548	0.00%	
Contingency and Other	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
89000 - Addition to Fund Balance	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
Transfers Out	**$ -**	**$ -**	**$ 1,396**	**$ 53,641**	**$ 2,228**	**$ 2,228**	**100.0%**	**$ 2,177**	**$ 2,177**	**100.00%**	
99000 - Transfer To Other Funds	$ -	$ -	$ -	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
99001 - Transfer to General Fund 001	$ -	$ -	$ 1,396	$ 3,641	$ 2,228	$ 2,228	100.0%	$ 2,177	$ 2,177	100.00%	
99435 - Transfer to Growing for Kane Fund 435	$ -	$ -	$ -	$ 50,000	$ -	$ -	0.0%	$ -	$ -	0.00%	
491 Tax Sale Purchase	**$ -**	**$ 20,775**	**$ 62,651**	**$ 119,006**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
Expenses	***$ -***	***$ 20,775***	***$ 62,651***	***$ 119,006***	***$ -***	***$ -***	***0.0%***	***$ -***	***$ -***	***0.00%***	
Contractual Services	**$ -**	**$ 7,674**	**$ 17,722**	**$ 119,006**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
50150 - Contractual/Consulting Services	$ -	$ 7,674	$ 17,722	$ 119,006	$ -	$ -	0.0%	$ -	$ -	0.00%	
Contingency and Other	**$ -**	**$ 13,102**	**$ 44,929**	**$ -**	**$ -**	**$ -**	**0.0%**	**$ -**	**$ -**	**0.00%**	
88990 - Move to Agency Fund	$ -	$ 13,102	$ 44,929	$ -	$ -	$ -	0.0%	$ -	$ -	0.00%	
Grand Total	**$ 5,008,577**	**$ 3,854,913**	**$ 4,544,617**	**$ 5,531,197**	**$ 6,354,172**	**$ 12,992,758**	**47.9%**	**$ 4,177,477**	**$ 13,224,526**	**31.57%**	

Executive Accounts Payable by GL Distribution

Payment Date Range 03/01/25 - 03/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **001 - General Fund**										
Department **010 - County Board**										
Sub-Department **010 - County Board/Liquor**										
Account **50150 - Contractual/Consulting Services**										
14094 - McGuireWoods LLP	92906752	Consulting Services-January 2025	Paid by EFT # 94999		02/11/2025	02/26/2025	02/26/2025		03/10/2025	10,000.00
				Account **50150 - Contractual/Consulting Services** Totals				Invoice Transactions	1	$10,000.00
Account **52140 - Repairs and Maint- Copiers**										
8930 - Impact Networking, LLC	3431520	Meter reading	Paid by EFT # 94970		02/18/2025	02/19/2025	02/19/2025		03/10/2025	73.70
				Account **52140 - Repairs and Maint- Copiers** Totals				Invoice Transactions	1	$73.70
Account **53106 - Conferences & Meetings - Chairman**										
13124 - Corinne M Pierog	010925	ISACo 2024 Annual Luncheon	Paid by EFT # 95028		01/09/2025	01/13/2025	01/13/2025		03/10/2025	86.63
11058 - JP Morgan Chase Bank N.A.	6591-CP-02/25	February Pcard Charges	Paid by EFT # 95291		02/28/2025	03/07/2025	03/07/2025		03/24/2025	17.58
				Account **53106 - Conferences & Meetings - Chairman** Totals				Invoice Transactions	2	$104.21
Account **60000 - Office Supplies**										
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5838406-0	2025 Desk Calendar	Paid by EFT # 95083		12/04/2024	12/04/2024	12/04/2024		03/10/2025	11.46
3578 - Warehouse Direct, Inc dba Midwest Office Interiors	5885444-0	Legal pads/Correction tape/Creamer	Paid by EFT # 95461		02/26/2025	02/28/2025	02/28/2025		03/24/2025	102.84
11058 - JP Morgan Chase Bank N.A.	6591-CP-02/25	February Pcard Charges	Paid by EFT # 95291		02/28/2025	03/07/2025	03/07/2025		03/24/2025	34.95
				Account **60000 - Office Supplies** Totals				Invoice Transactions	3	$149.25
Account **60010 - Operating Supplies**										
3509 - DS Services of America, Inc. dba Primo Water NA	23847701 011825	Water delivery	Paid by EFT # 94919		01/18/2025	01/22/2025	01/22/2025		03/10/2025	44.89
3509 - DS Services of America, Inc. dba Primo Water NA	23847701 021525	Water delivery	Paid by EFT # 94919		02/15/2025	02/19/2025	02/19/2025		03/10/2025	34.91
				Account **60010 - Operating Supplies** Totals				Invoice Transactions	2	$79.80
Account **60050 - Books and Subscriptions**										
11058 - JP Morgan Chase Bank N.A.	6591-CP-02/25	February Pcard Charges	Paid by EFT # 95291		02/28/2025	03/07/2025	03/07/2025		03/24/2025	29.00
				Account **60050 - Books and Subscriptions** Totals				Invoice Transactions	1	$29.00
				Sub-Department **010 - County Board/Liquor** Totals				Invoice Transactions	10	$10,435.96
				Department **010 - County Board** Totals				Invoice Transactions	10	$10,435.96
				Fund **001 - General Fund** Totals				Invoice Transactions	10	$10,435.96

Executive Accounts Payable by GL Distribution

Payment Date Range 03/01/25 - 03/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **120 - Grand Victoria Casino Elgin**										
Department **010 - County Board**										
Sub-Department **020 - Riverboat**										
Account **45420 - Tuition Reimbursement**										
10326 - Stephanie T Galley	2502-01	Tuition Reimb - MPA6460 Public Sector Law & Civil Liability	Paid by EFT # 95235		03/04/2025	03/03/2025	03/13/2025		03/24/2025	1,392.00
				Account **45420 - Tuition Reimbursement** Totals				Invoice Transactions	1	$1,392.00
Account **53110 - Employee Training**										
8197 - Joshua C. Beck	030425	NACCED Legislative Conference - Meals	Paid by Check # 386479		03/04/2025	03/13/2025	03/13/2025		03/24/2025	124.00
11058 - JP Morgan Chase Bank N.A.	8875-JB-02/25	OCR P-Card February Statement	Paid by EFT # 95291		02/28/2025	03/13/2025	03/13/2025		03/24/2025	347.08
				Account **53110 - Employee Training** Totals				Invoice Transactions	2	$471.08
Account **55010 - External Grants**										
12037 - Fox Valley Food for Health	2430-1	Healthy Meals Program	Paid by EFT # 95231		02/28/2025	03/03/2025	03/13/2025		03/24/2025	70,800.00
5875 - TriCity Family Services	2445-1	EMR System	Paid by EFT # 95434		03/10/2025	03/11/2025	03/13/2025		03/24/2025	13,980.00
				Account **55010 - External Grants** Totals				Invoice Transactions	2	$84,780.00
				Sub-Department **020 - Riverboat** Totals				Invoice Transactions	5	$86,643.08
				Department **010 - County Board** Totals				Invoice Transactions	5	$86,643.08
				Fund **120 - Grand Victoria Casino Elgin** Totals				Invoice Transactions	5	$86,643.08
Fund **430 - Farmland Preservation**										
Department **010 - County Board**										
Sub-Department **021 - Farmland Preservation**										
Account **50150 - Contractual/Consulting Services**										
14430 - Ellen Kamps	020	FOOD & AGRICULTURE PROJECT CONSULTING SERVICES	Paid by EFT # 94979		02/27/2025	02/27/2025	02/27/2025		03/10/2025	4,800.00
8249 - Dale Floyd Land Surveying, LLC	724-24	47W221 LASHER RD. ELBURN SURVEYING SERVICES	Paid by EFT # 94913		01/07/2025	02/26/2025	02/26/2025		03/10/2025	3,000.00
12891 - Special Project Staffing dba The Salem Group	4513425	TEMPORARY STAFFING - A. LAWRENCE	Paid by EFT # 95051		12/26/2024	02/26/2025	02/26/2025		03/10/2025	315.00
12891 - Special Project Staffing dba The Salem Group	4541706	TEMPORARY STAFFING - A. LAWRENCE	Paid by EFT # 95051		02/20/2025	02/26/2025	02/26/2025		03/10/2025	283.50
12891 - Special Project Staffing dba The Salem Group	4548842	TEMPORARY STAFFING - A. LAWRENCE	Paid by EFT # 95408		03/06/2025	03/12/2025	03/12/2025		03/24/2025	252.00
14430 - Ellen Kamps	019A	FOOD & AGRICULTURE PROJECT CONSULTING SERVICES	Paid by EFT # 95295		02/24/2025	03/12/2025	03/12/2025		03/24/2025	7,400.00
				Account **50150 - Contractual/Consulting Services** Totals				Invoice Transactions	6	$16,050.50

Executive Accounts Payable by GL Distribution

Payment Date Range 03/01/25 - 03/31/25

Vendor	Invoice No.	Invoice Description	Status	Held Reason	Invoice Date	Due Date	G/L Date	Received Date	Payment Date	Invoice Amount
Fund **430 - Farmland Preservation**										
Department **010 - County Board**										
Sub-Department **021 - Farmland Preservation**										
Account **50160 - Legal Services**										
1248 - Kinnally Flaherty Krentz Loran Hodge & Masur PC	133-10/224	(GFK) (PMK) FARMLAND PRESERVATION	Paid by Check # 386419		02/17/2025	02/26/2025	02/26/2025		03/10/2025	470.00
				Account **50160 - Legal Services** Totals			Invoice Transactions	1		$470.00
Account **50170 - Appraisal Services**										
7298 - MGW Appraisal Services, Inc.	2024182B	SCHOGER AG LLC FARM - APPRAISAL	Paid by EFT # 95004		01/13/2025	02/26/2025	02/26/2025		03/10/2025	1,800.00
7298 - MGW Appraisal Services, Inc.	2024125	JAMES B LONG FARM APPRAISALS	Paid by EFT # 95004		01/13/2025	02/26/2025	02/26/2025		03/10/2025	1,800.00
				Account **50170 - Appraisal Services** Totals			Invoice Transactions	2		$3,600.00
				Sub-Department **021 - Farmland Preservation** Totals			Invoice Transactions	9		$20,120.50
				Department **010 - County Board** Totals			Invoice Transactions	9		$20,120.50
				Fund **430 - Farmland Preservation** Totals			Invoice Transactions	9		$20,120.50
				Grand Totals			Invoice Transactions	24		$117,199.54

Kane County Purchasing Card Information
Executive Committee
March 2025 Statement

COUNTY BOARD			
Transaction Date	**Merchant Name**	**Additional Information**	**Transaction Amount**
3/13/2025	SQ *GRAHAM'S FINE CHOCOLA	GENEVA	$49.95
3/13/2025	SQ *GRAHAM'S FINE CHOCOLA	GENEVA	$49.95
3/17/2025	AGASERVICECO MAR TT	ALLIANZINS.US	$13.54
3/17/2025	AGASERVICECO MAR TT	ALLIANZINS.US	$13.54
3/21/2025	AMAZON MKTPL	AMZN.COM/BILL	$27.97
3/21/2025	AMAZON MKTPL	AMZN.COM/BILL	$27.97
		Total:	$182.92
		Total all:	$182.92

Kane County Finance Committee
Finance Department
Monthly Report
April 23, 2025

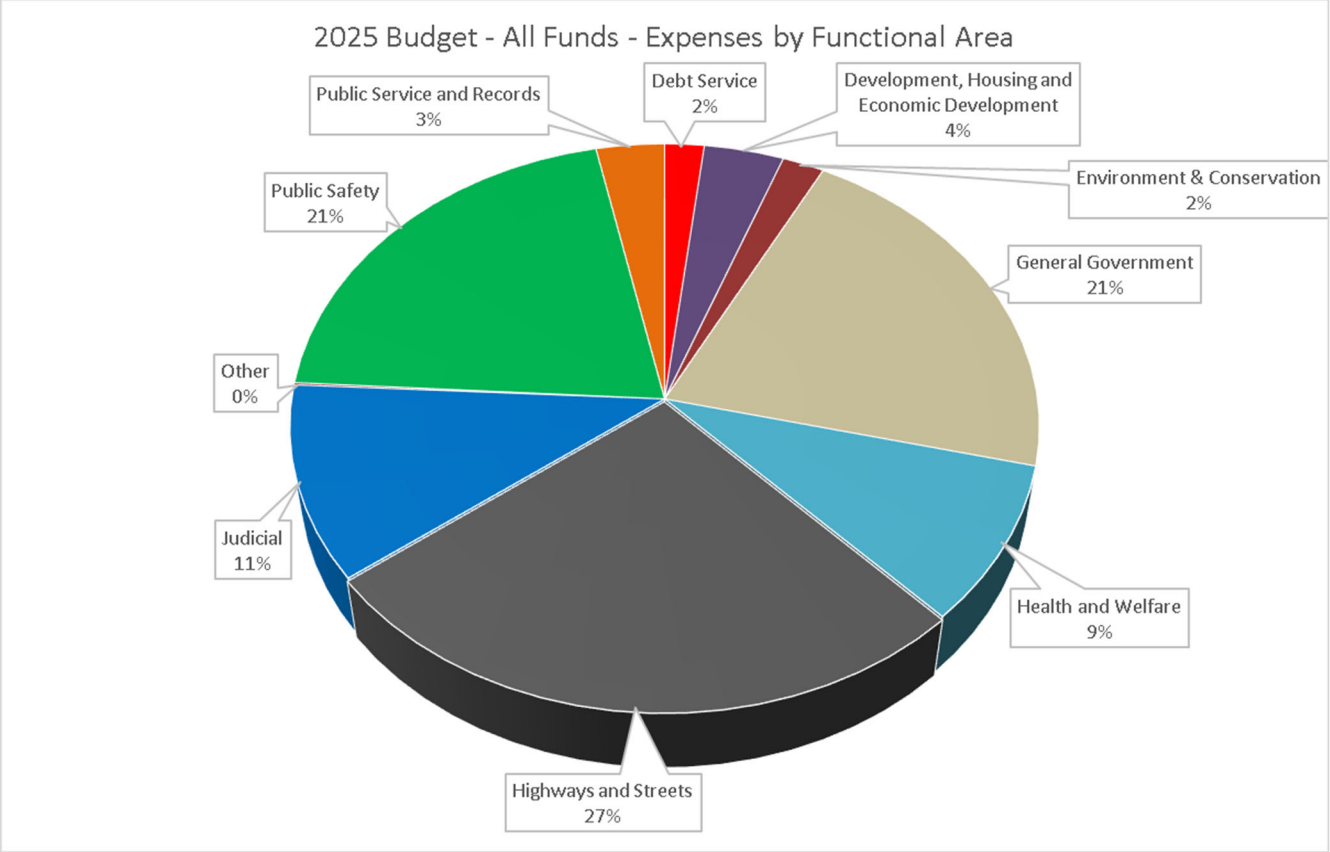
The following is a section from the FY 2025 Budget Book. One of the more challenging aspects of presenting government financial information is that related information is presented across many separate funds. The most notable challenge is that payroll taxes and pension costs for positions whose salaries are paid out of the County's General Fund – General Account #001 – which is the majority of positions in the County – are paid out of two separate funds – the Illinois Municipal Retirement Fund (IMRF) and the FICA/Social Security Fund. For positions whose salaries are paid out of a Special Revenue Fund such as Health Department or Transportation Department – all related payroll costs including salaries, health insurance, dental insurance, payroll taxes, and pension costs – are all paid out of the same Special Revenue Fund. When producing reports based on Functional Area such as Public Safety and Judicial, Health and Welfare, Highways and Streets, the taxes and pension costs in the IMRF and FICA fund are coded as "General Government" and historically not assigned to the real functional area such as Public Safety and Judicial, Development, etc. For the FY 2025 Budget, using technology features in NewWorld which had not been used before, we were able to properly code payroll taxes and pension costs for positions budgeted out of the General Fund to the proper functional area; prior to FY 2024 we did not budget in this manner making comparisons difficult but we will continue to use these new coding features on a go forward. As seen in the chart below, once the payroll taxes and pension costs are accurately coded, General Government expenses go down and other functional areas, most notably Public Safety and Judicial go up.

Expenses - All Funds - by Functional Area

Budget Category	2023 Actual	2024 Amended Budget	2025 Budget	2025 Pension and Taxes for GF Depts	2025 Budget with Allocated General Fund Pension and Taxes	Total $ Change in Budget	Change 2024 Amended Budget to 2025 Budget	% of 2025 Budget
Debt Service	$ 4,978,797	$ 5,472,142	$ 7,777,437	$ -	$ 7,777,437	$ 2,305,295	42.13%	1.87%
Development, Housing and Economic Development	11,684,209	16,113,057	15,620,545	149,526	15,770,071	(342,986)	-2.13%	3.78%
Environment & Conservation	1,261,028	9,025,901	8,188,629	91,798	8,280,427	(745,474)	-8.26%	1.99%
General Government	133,503,078	102,694,530	100,345,619	(12,329,296)	88,016,323	(14,678,207)	-14.29%	21.12%
Health and Welfare	13,588,417	39,991,312	37,814,756	-	37,814,756	(2,176,556)	-5.44%	9.08%
Highways and Streets	63,816,498	140,105,217	111,981,037	-	111,981,037	(28,124,180)	-20.07%	26.87%
Judicial	31,475,594	43,931,823	43,346,454	2,889,149	46,235,603	2,303,780	5.24%	11.10%
Other	286,758	479,110	520,387	-	520,387	41,277	8.62%	0.12%
Public Safety	70,610,007	69,503,051	78,260,607	8,529,227	86,789,834	17,286,783	24.87%	20.83%
Public Service and Records	7,862,984	12,033,744	12,822,696	669,596	13,492,292	1,458,548	12.12%	3.24%
Total	$ 339,067,369	$ 439,349,886	$ 416,678,167	$ -	$ 416,678,167	$ (22,671,719)	-5.16%	100.00%

**County employees whose salaries are budgeted out of the General Fund – General Account #001 have their pension and payroll taxes budgeted out of special revenue funds – Illinois Municipal Retirement Fund (IMRF) #110 and FICA/Social Security Fund #111. This separation of how the pension and payroll taxes are budgeted for salaries in the General Fund is a requirement of IMRF. County employees who salaries are budgeted in a Special Revenue Fund, such as for the Health Department or Transportation Department, have their pension and payroll taxes budgeted out of the same Special Revenue Fund. In order to better present expenses by functional category, the pension and payroll taxes for General Fund employees has been allocated to the appropriate functional category for purposes of this chart and presentation in the 2025 Budget column only. The column labeled "Total $ Change in Budget" is the difference between the 2025 Budget with Allocated General Fund Pension and Taxes to the 2024 Amended Budget.*

When taking into consideration all benefit costs for salaries budgeted out of the General Fund – General Account, Public Safety and Judicial expenses together are the largest part of the Kane County budget at $133,025,437, or 32% of the 2025 Budget. Moreover, the Public Safety and Judicial expenses are primarily salaries, benefits, and contractual expenses with some capital items. The second largest component of the Kane County budget at $111,981,037, 27% of the 2025 County Budget, is Highway and Streets, which is primarily capital costs associated with building, repairing, and maintaining County roads. Approximately 31% of the General Government Fund expenses represents health and dental costs for County employees from the Health Insurance Internal Service Fund; this Health Insurance Fund is funded by the employer and employee health and dental contributions which are reported as expenses in the General Fund and Special Revenue Funds.

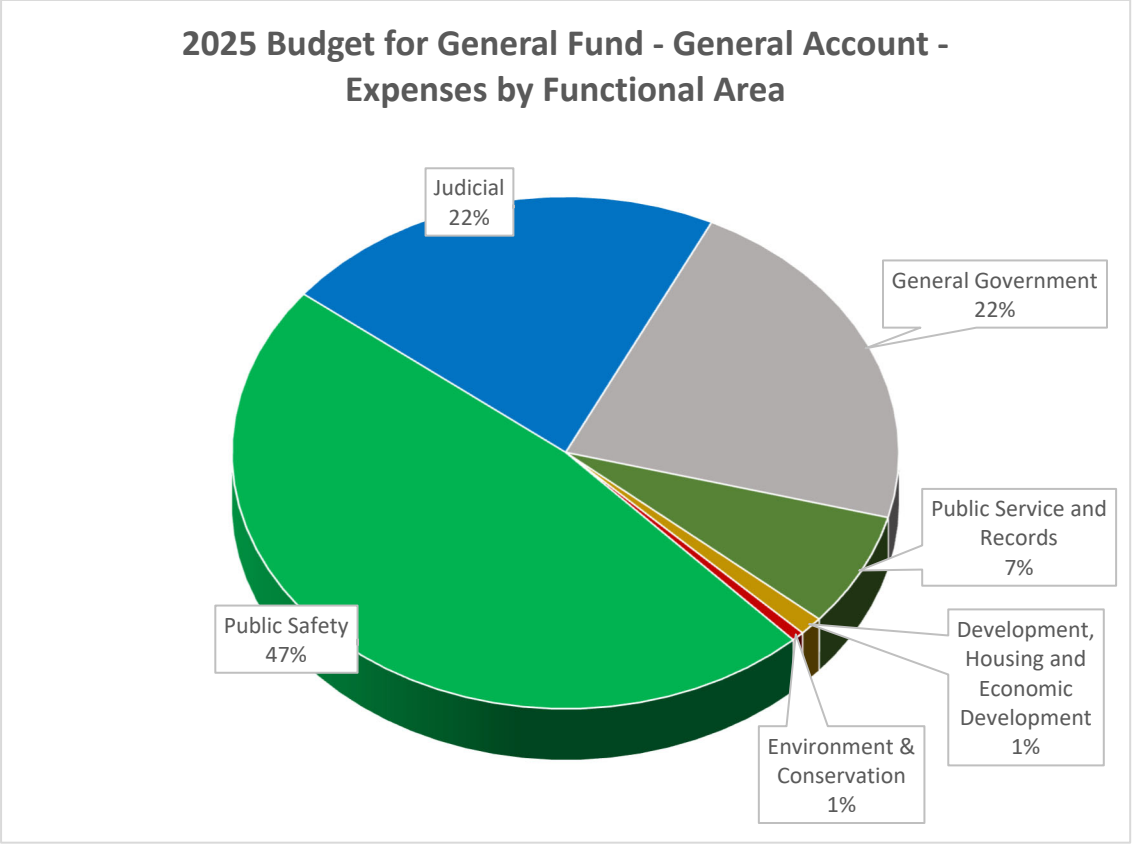


General Fund – General Account Expenditures by Functional Area

Below is a table of General Fund – General Account expenditures by functional area:

Functional Expenses - General Fund - General Account #001						
Budget Category	**2023 Actual**	**2024 Amended Budget**	**2025 Budget**	**Total $ Change in Budget**	**Change 2024 Amended Budget to 2025 Budget**	**% of 2025 Budget**
Development, Housing and Economic Development	$ 1,295,698	$ 1,515,097	$ 1,626,635	$ 111,538	7.36%	1.17%
Environment & Conservation	623,476	810,294	857,448	47,154	5.82%	0.62%
General Government	24,261,210	26,385,414	30,407,435	4,022,021	15.24%	21.89%
Judicial	22,131,540	30,040,354	29,986,278	(54,076)	-0.18%	21.59%
Other	22,513	48,663	-	(48,663)	-100.00%	0.00%
Public Safety	58,671,936	57,608,914	66,074,700	8,465,786	14.70%	47.56%
Public Service and Records	6,632,429	9,471,132	9,963,427	492,295	5.20%	7.17%
Total	$ 113,638,802	$ 125,879,867	$ 138,915,923	$ 13,036,056	10.36%	100.00%

The overall increase in the General Fund functional areas is due primarily to an increase in Public Safety personnel services – salaries and wages of $6.26 million, Public Safety contractual services of $1.25 million of which $1.1 million is an increase in medical/dental services for detainees, and an increase of $4 million in General Government which represents a transfer to the Capital Projects Fund for building repair and maintenance.



General Fund – General Account Revenues and Expenditures by Classification

Below is a table of General Fund – General Account expenditures by classification:

Expenses - General Fund - General Account - by Classification

Expenses Budget Category	2023 Actual	2024 Adopted Budget	2024 Amended Budget	2024 Actual to Date	2024 Actual to 2024 Adopted Budget	2025 Budget	Total $ Change 2024 Actual to 2025 Budget	% Change 2024 Actual to 2025 Budget
Personnel Services- Salaries & Wages	$ 70,051,830	$ 78,290,765	$ 80,444,346	$ 79,728,747	102%	$ 85,970,868	$ (6,242,121)	-7.83%
Personnel Services- Employee Benefits	13,139,607	14,362,133	14,362,133	13,948,725	97%	16,088,044	(2,139,319)	-15.34%
Contractual Services	18,332,064	17,581,897	16,587,944	16,063,484	91%	19,590,136	(3,526,652)	-21.95%
Commodities	6,813,099	7,984,845	8,003,585	7,744,777	97%	8,137,091	(392,314)	-5.07%
Capital	39,182	189,480	193,480	135,037	71%	126,895	8,142	6.03%
Transfers Out	5,263,019	4,009,092	6,288,379	6,288,379	157%	9,002,889	(2,714,510)	-43.17%
Total	$ 113,638,802	$ 122,418,212	$ 125,879,867	$ 123,909,148	101%	$ 138,915,923	$ (15,006,775)	12.11%

Below is a table of General Fund – General Account revenues by classification:

Revenues - General Fund - General Account - by Classification

Revenue Budget Category	2023 Actual	2024 Adopted Budget	2024 Amended Budget	2024 Actual to Date	2024 Actual to 2024 Adopted Budget	2025 Budget	Total $ Change 2024 Actual to 2025 Budget	% Change 2024 Actual to 2025 Budget
Other Taxes	$ 44,421,818	$ 50,283,776	$ 50,283,776	$ 43,826,060	87%	$ 45,445,745	$ (1,619,685)	-3.70%
Property Taxes	33,479,769	33,831,971	33,831,971	33,898,848	100%	33,831,971	66,877	0.20%
Transfers In*	17,278,888	1,200,553	6,562,270	6,524,239	543%	2,669,646	3,854,593	59.08%
Charges for Services	11,949,001	10,220,294	10,270,294	11,456,852	112%	10,384,829	1,072,023	9.36%
Reimbursements	9,527,134	8,889,963	9,438,055	10,109,692	114%	8,371,716	1,737,976	17.19%
Fines	2,703,853	2,256,250	2,256,250	2,914,981	129%	2,466,100	448,881	15.40%
Interest Revenue	2,652,783	1,850,041	1,850,041	1,257,600	68%	2,174,030	(916,430)	-72.87%
Licenses and Permits	1,732,938	1,460,350	1,460,350	1,588,611	109%	1,750,350	(161,739)	-10.18%
Grants	1,047,888	617,392	683,097	1,405,882	228%	1,215,521	190,361	13.54%
Other	292,916	256,093	256,093	369,501	144%	305,215	64,286	17.40%
Fund Balance Utilization	-	11,551,529	8,987,670	10,556,881	91%	29,300,800	(18,743,919)	-177.55%
Total	$ 125,086,989	$ 122,418,212	$ 125,879,867	$ 113,352,267	93%	$ 137,915,923	$ 4,737,144	21.67%

*2023 Actual Transfers In includes $11,228,467 from the General Fund - COVID Payroll Reimbursement Account #357, $5,009,776 from the General Fund - Property Tax Freeze Protection Fund, and $33,908 from the General Fund - Special Reserve Fund #112. Without these transfers in, total revenues would have been $108,814,838.35.

Revenues - All County Funds – 2024 Budget to Actual - Draft

Revenue - All Funds								
Revenue Budget Category	2023 Actual	2024 Adopted Budget	2024 Amended Budget	2024 Actual to Date	2024 Actual to 2024 Adopted Budget	2025 Budget	Total $ Change 2024 Actual to 2025 Budget	% Change 2024 Actual to 2025 Budget
Fund Balance Utilization	$ 4,882,382	$ 123,159,635	$ 139,108,893	$ 11,420,407	9%	$ 122,786,511	$ (111,366,104)	-975.15%
Other Taxes	89,927,174	95,637,090	95,637,090	90,473,942	95%	93,590,974	(3,117,032)	-3.45%
Property Taxes	58,676,854	59,075,060	59,075,060	59,234,639	100%	59,725,632	(490,993)	-0.83%
Reimbursements	14,892,554	14,158,861	32,206,953	43,304,550	306%	28,660,947	14,643,603	33.82%
Other	26,464,225	6,297,615	30,162,924	28,661,785	455%	32,822,382	(4,160,597)	-14.52%
Charges for Services	25,824,018	24,476,931	24,526,931	23,290,971	95%	24,001,223	(710,252)	-3.05%
Transfers In	70,965,691	11,344,932	20,584,328	19,833,811	175%	17,626,120	2,207,691	11.13%
Grants	22,577,114	14,455,850	16,119,346	11,509,737	80%	16,145,513	(4,635,776)	-40.28%
Interest Revenue *	17,314,380	15,072,132	15,308,712	16,000,000	106%	14,168,508	1,831,492	11.45%
Licenses and Permits	3,812,647	3,392,394	3,392,394	3,940,263	116%	3,729,252	211,011	5.36%
Fines	3,730,331	3,227,255	3,227,255	4,140,832	128%	3,421,105	719,727	17.38%
Total	$ 339,067,370	$ 370,297,755	$ 439,349,886	$ 311,810,938	84%	$ 416,678,167	$ (104,867,229)	-33.63%

Expenses - All County Funds – 2024 Budget to Actual - Draft

Expenses - All Funds - by Classification								
Expenses Budget Category	2023 Actual	2024 Adopted Budget	2024 Amended Budget	2024 Actual to Date	2024 Actual to 2024 Adopted Budget	2025 Budget	Total $ Change 2024 Actual to 2025 Budget	% Change 2024 Actual to 2025 Budget
Personnel Services- Salaries & Wages	$ 89,331,963	$ 102,262,503	$ 105,606,966	$ 101,874,938	100%	$ 111,499,945	$ (9,625,007)	-9.45%
Personnel Services- Employee Benefits	31,652,867	35,504,656	35,761,881	35,030,277	99%	40,297,894	(5,267,617)	-15.04%
Contractual Services	91,253,271	91,373,006	124,075,255	81,795,799	90%	120,380,625	(38,584,826)	-47.17%
Commodities	11,517,946	14,603,240	14,833,803	12,415,102	85%	15,441,894	(3,026,792)	-24.38%
Capital	39,372,880	78,975,526	97,298,338	37,562,766	48%	60,243,524	(22,680,758)	-60.38%
Debt Service	4,972,751	5,332,281	23,495,421	23,298,246	437%	16,038,340	7,259,906	31.16%
Transfers Out	70,965,691	11,344,932	20,584,328	19,833,811	175%	17,623,548	2,210,263	11.14%
ARPA Budget Expense	-	25,000,000	10,179,705	-	0%	25,029,000	(25,029,000)	
Addition to Fund Balance	-	5,901,611	7,514,189	-	0%	10,123,397	(10,123,397)	
Total	$ 339,067,369	$ 370,297,755	$ 439,349,886	$ 311,810,938	84%	$ 416,678,167	$ (104,867,229)	33.63%

Budget to Actual

Report of Funds which exceeded budgeted revenues or expenses is attached at end of this report.

Unearned Revenue (Liability Account)

Unearned revenue generally represents cash received for which the related expenses have not yet been incurred. Typically, at the County, unearned revenue is recorded when grant money is received in cash prior to identifying how the cash will be spent. Once expenses are identified and recorded, the Unearned Revenue is recorded as Revenue. As of March 19, 2025, the following Unearned Revenue is recorded on the County's general ledger:

Fund	*Amount*	*Description*
General Fund	$1,606,802	County Clerk grant
ARPA	$65,125,470	ARPA
Emergency Rental Assistance	$42,792	Emergency Rental Assistance
Emergency Rental Assistance #2	$6,788,978	Emergency Rental Assistance
Farmland Preservation	$76,946	Farmland Preservation
Growing for Kane	$18,000	Food Growers Support

Kane County Finance Committee
Finance Department
Monthly Report
April 23, 2025

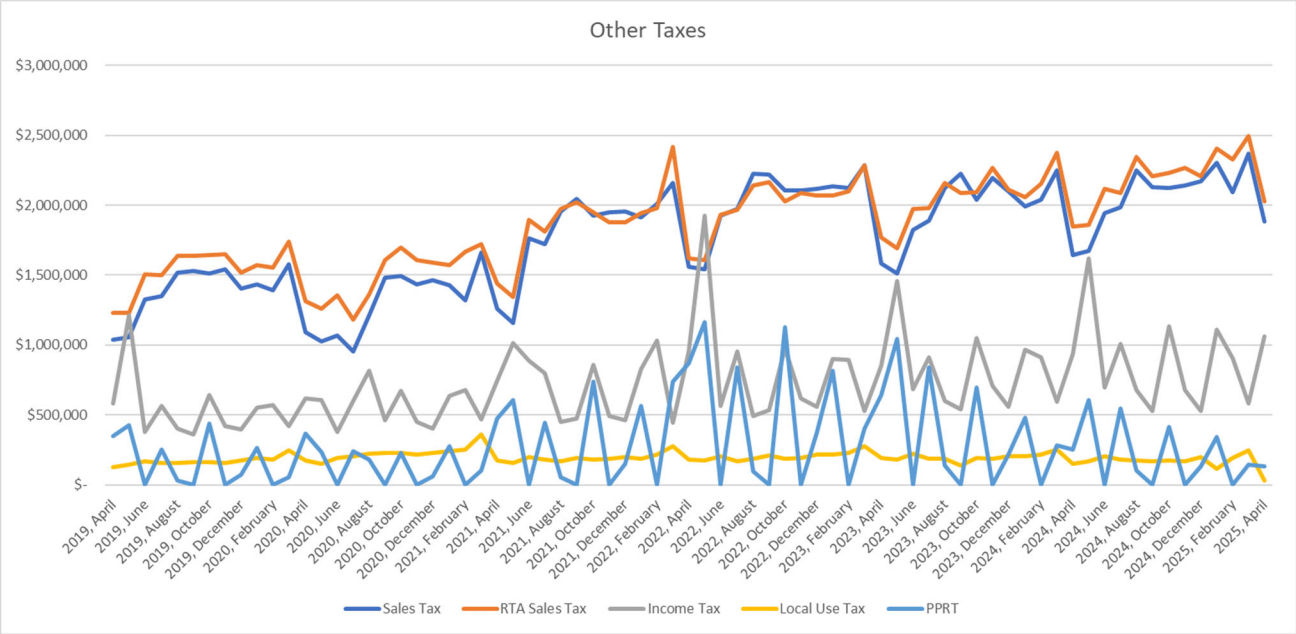
The following are various trend charts and graphs on County revenues

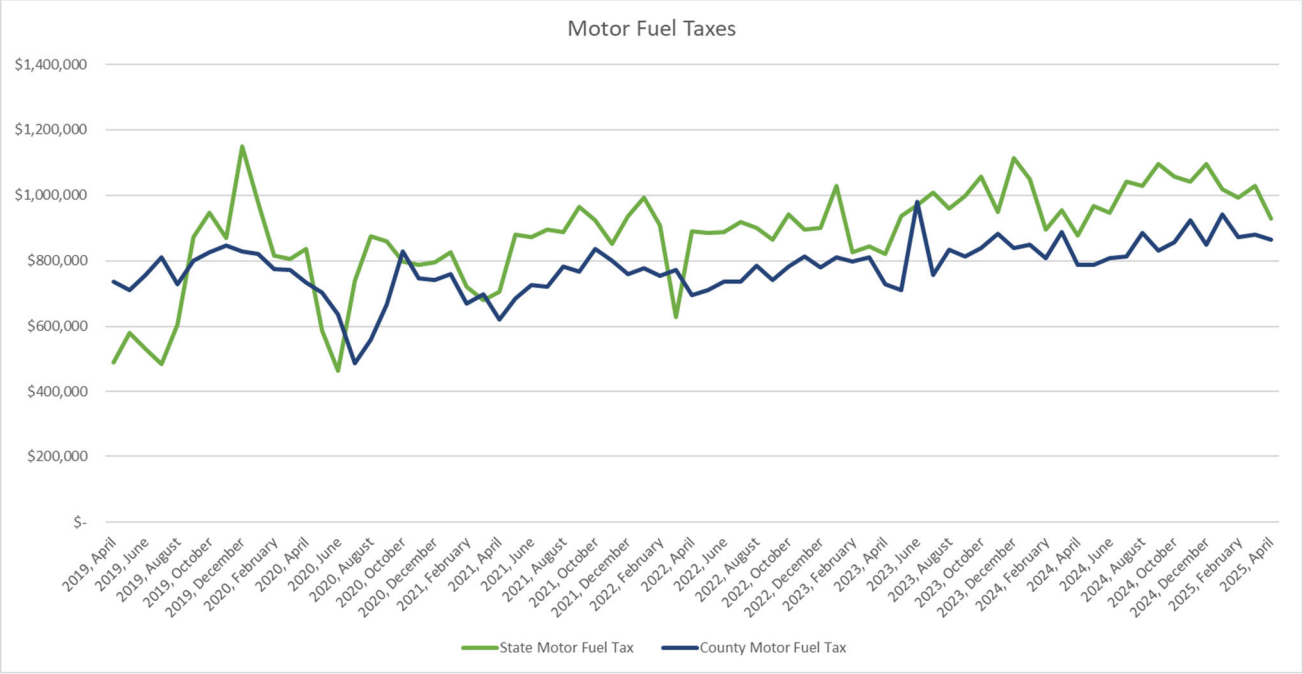
FY 2024				Change from Prior Year		Variance from 2024 Budget	
Tax Revenue	Prior Year YTD	Expected Revenue	FY 2024 Actual	Amount	%	Amount	%
Sales Tax	$ 25,055,958	$ 27,000,000	$ 25,920,915	$ 864,957	3%	$ (1,079,085)	-4%
Local Use Tax	2,396,789	2,520,000	2,173,371	(223,419)	-9%	(346,629)	-14%
RTA Sales Tax	24,559,994	26,356,722	26,091,497	1,531,504	6%	(265,225)	-1%
State Income Tax	9,672,286	11,990,000	10,283,982	611,697	6%	(1,706,018)	-14%
Personal Property Replacement Tax	4,792,224	5,000,000	2,812,713	(1,979,511)	-41%	(2,187,287)	-44%
State Motor Fuel Tax	11,535,413	12,391,927	12,021,014	485,601	4%	(370,913)	-3%
County Motor Fuel Tax	9,844,852	10,180,441	10,178,419	333,568	3%	(2,022)	0%
Total	$ 66,477,251	$ 72,866,722	$ 67,282,478	$ 805,227	1%	$ (5,584,244)	-8%

variance < -11%
variance between 10% to -10%
variance > 11%

FY 2025 to Date				Change from Prior Year		Variance from 2025 Budget	
Tax Revenue	Prior Year YTD	Expected Revenue	FY 2025 Actual	Amount	%	Amount	%
Sales Tax	$ 6,269,416	$ 6,750,000	$ 6,655,415	$ 385,999	6%	$ (94,585)	-1%
Local Use Tax	617,688	625,000	470,593	(147,095)	-24%	(154,407)	-25%
RTA Sales Tax	6,374,053	6,719,362	6,848,302	474,249	7%	128,940	2%
State Income Tax	3,411,645	3,333,333	3,652,910	241,265	7%	319,577	10%
Personal Property Replacement Tax	1,012,657	812,500	621,814	(390,844)	-39%	(190,686)	-23%
State Motor Fuel Tax	2,730,119	2,950,576	2,953,340	223,221	8%	2,764	0%
County Motor Fuel Tax	2,484,479	2,580,848	2,615,601	131,122	5%	34,753	1%
Total	$ 17,685,460	$ 18,240,195	$ 18,249,034	$ 563,574	3%	$ 8,839	0%

variance < -11%
variance between 10% to -10%
variance > 11%


Other Taxes
$3,000,000
$2,500,000
$2,000,000
$1,500,000
$1,000,000
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$-
2019, April
2019, June
2019, August
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2024, August
2024, October
2024, December
2025, February
2025, April
Sales Tax
RTA Sales Tax
Income Tax
Local Use Tax
PPRT


Motor Fuel Taxes
$1,400,000
$1,200,000
$1,000,000
$800,000
$600,000
$400,000
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2019, April
2019, June
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2024, August
2024, October
2024, December
2025, February
2025, April
State Motor Fuel Tax
County Motor Fuel Tax

These tax revenues are deposited into the following funds:

Tax Revenue	Fund	Percentage Allocated
Sales Tax	General Fund	100%
Local Use Tax	General Fund	100%
RTA Sales Tax	General Fund	10%
RTA Sales Tax	Transportation Sales Tax Fund (KDOT)	75%
RTA Sales Tax	Public Safety Sales Tax Fund	9%
RTA Sales Tax	Judicial Technology Fund	6%
State Income Tax	General Fund	100%
Personal Property Replacement Tax	General Fund	100%
State Motor Fuel Tax*	Motor Fuel Tax Fund (KDOT)	100%
County Motor Fuel Tax **	County Motor Fuel Tax Fund (KDOT)	100%

*On July 1, 2024, the State Motor Fuel Tax rate increased by 3.49% as the law requires a rate increase equal to the percentage increase, if any, in the Consumer Price Index. This is expected to generate an additional $400,000 more in revenue for the Kane County Division of Transportation.

**On July 1, 2024, the Local County Motor Fuel Tax rate increased by 3.49% as the law requires a rate increase equal to the percentage increase, if any, in the Consumer Price Index. The rate will increase from 4.7% to 4.9% cents per gallon, is expected to generate approximately $300,000 more in revenue for the Kane County Division of Transportation.

Local Government Distributive Fund

A percentage of the following State of Illinois taxes are distributed to local governments based on population:

- **State Income Tax**

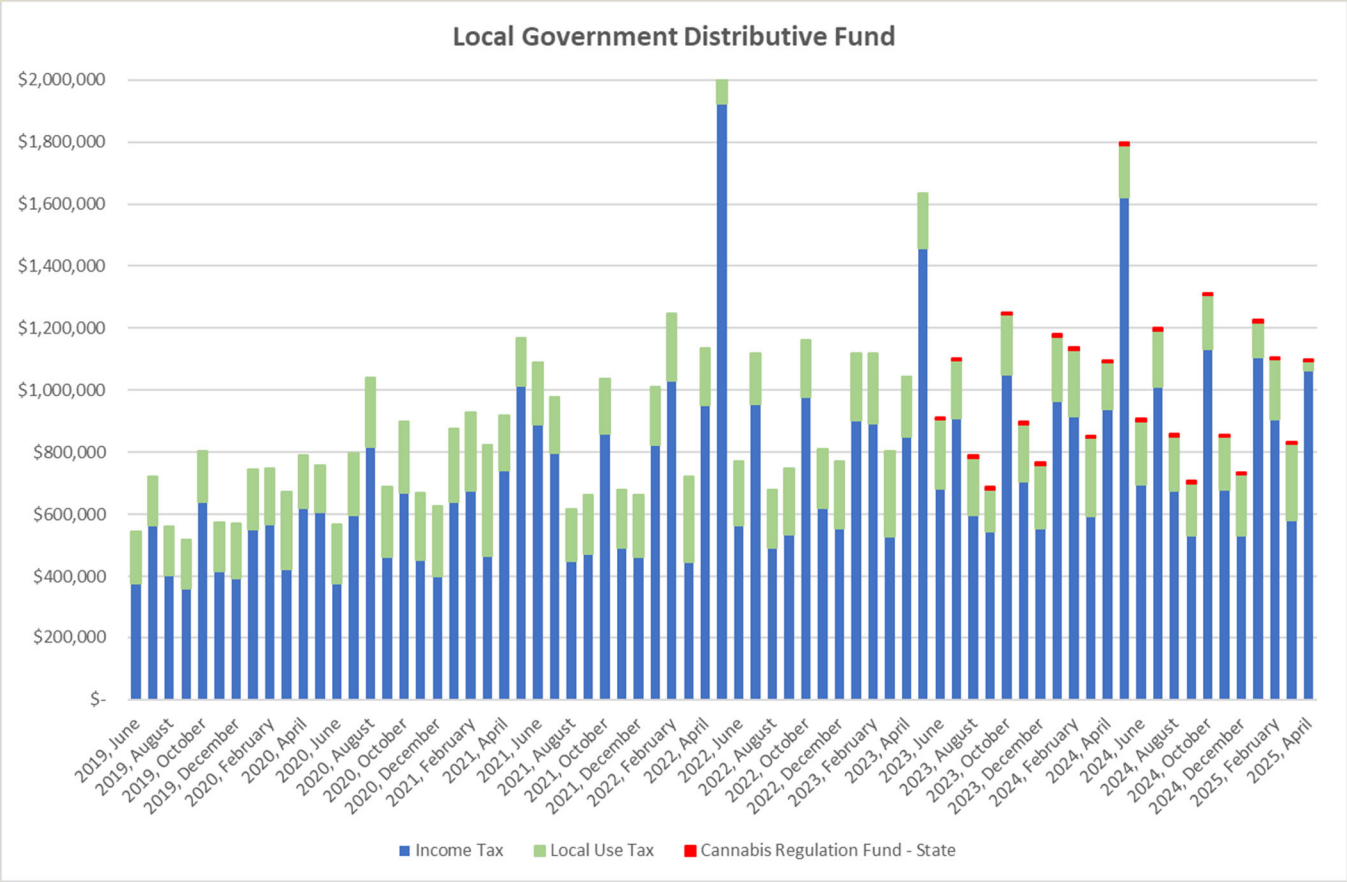
Effective Date	Individuals, Trusts, and Estates	Corporations	Electing Pass-Through Entities
August 1, 2017	6.06%	6.85%	
February 1, 2022			6.06%
August 1, 2022	6.16%	6.85%	6.16%
August 1, 2023	6.47%	6.85%	6.47%

Note: There is no increase or a reduction in the Local Government Distributive Fund (LGDF) funding formula in the State FY 2025 budget.

- **Local Use Tax**
  - Tax imposed on the user of tangible personal property that is purchased anywhere at retail. The State rates for use tax is 6.25% on general merchandise and 1.00% qualifying food, drugs and medical appliances
  - Percentage received by Counties is 16% of tax on general merchandise and 100% of the 1% tax on qualifying food, drug, and medical appliances

- **Cannabis Regulation Tax (State)**
  - 8% of the State's cannabis taxes remaining after administrative and expungement costs are deposited into the Local Government Distributive Fund. The Cannabis Regulation Tax is deposited into a Special Revenue Fund #264 and is purpose restricted – only to be used for prevention and law enforcement training and is overseen by the Sheriff.

The State Income Tax and Local Use Tax revenues received by Kane County are deposited into the County's General Fund.


Local Government Distributive Fund
$2,000,000
$1,800,000
$1,600,000
$1,400,000
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$1,000,000
$800,000
$600,000
$400,000
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2024, December
2025, February
2025, April
Income Tax
Local Use Tax
Cannabis Regulation Fund - State

Personal Property Replacement Taxes (PPRT)

Personal Property Replacement Taxes are "revenues collected by the State of Illinois and paid to local governments to replace money that was lost by local governments when their powers to impose personal property taxes on corporations, partnerships, and other business entities were taken away. These taxes resulted when the new Illinois Constitution directed the legislature to abolish business personal property taxes and replace the revenue lost by local government units and school districts. In 1979, a law was enacted to provide for statewide taxes to replace the monies lost to local governments." Corporations, partnerships, trusts, and S corporations pay these taxes.

Eight distributions are sent each year to qualifying taxing districts (January, March, April, May, July, August, October, and December).

https://tax.illinois.gov/questionsandanswers/answer.242.html

State statute requires the Illinois Department of Revenue to provide an estimated entitlement of the amount of PPRT for Fiscal Year 2024 (July 1, 2023 to June 30, 2024). Per the Illinois Department of Revenue website, "The Fiscal Year 2024 PPRT allocations are estimated at $3.235 billion. This is a decrease of 28.8% from Fiscal Year 2023 PPRT allocations that totaled $4.541 billion." FY 2025 is now expected to be $200 million less than FY 2024.

*****Illinois Department of Revenue - May 2024 PPRT Statement*****

"Effective July 2023, IDOR adjusted its tax processing system to more accurately estimate future reallocations of Personal Property Replacement Tax (PPRT) and Local Government Distributive Fund (LGDF) distributions as required by statute. Due to the timing of the tax processing system update, it was expected that the reconciliation of payments and returns for tax year 2022 would result in a similar reallocation as occurred in 2021. However, due to a substantial quantity of amended tax returns, the reconciliation of tax year 2022 resulted in a greater reallocation than in tax year 2021.

The reallocation of tax year 2021 and 2022 receipts was caused by tax policy changes, such as the federal government enacting the State and Local Tax (SALT) deduction cap, the State of Illinois creation of the Pass-Through Entity Tax (PTE), and large increases in business income tax receipts.

The reallocation in fund distributions, which state statutes require, resulted in an increase in FY'24 LGDF allocations and a reduction in FY'24 PPRT allocations to taxing districts. The same will occur for the upcoming FY'25. This reallocation will result in a PPRT reduction for FY'25 of $1.021 billion compared to the $818 million reduction that occurred in FY'24.
May 30, 2024"

On August 26, 2024, the Illinois State Association of Counties (ISACo) released an estimate for Kane County for the period July 1, 2024 to July 1, 2025 of $2,366,521, which is lower than the previous estimate of $3,257,177.

The financial impact to Kane County is:

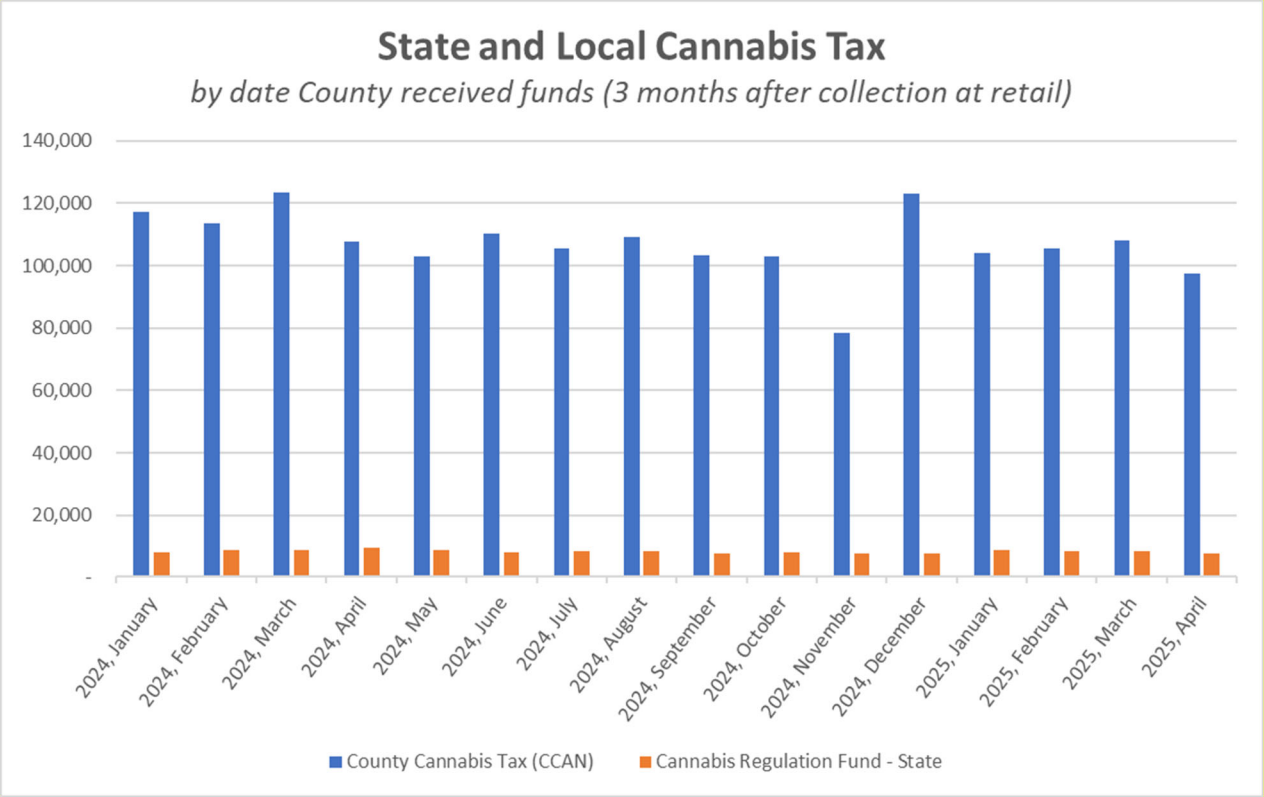
Fiscal Period	***Amount***
July 1, 2022 to June 30, 2023 – Actual	$ 5,332,410
July 1, 2023 to June 30, 2024 - Actual	$ 3,512,323
July 1, 2024 to June 30, 2025 - *Estimate*	$ 2,366,521

Kane County PPRT taxes are deposited into Kane County's General Fund and revenue reported as of the County's Fiscal years ended November 30th are as follows:



Cannabis – Since June 2023

- County Cannabis Tax (CCAN) – The County has a 3.75% tax on Adult Use cannabis in unincorporated areas. This revenue is credited to the County's General Fund. 3.75% is the current maximum tax rate for unincorporated areas in Illinois. The County starting collecting this tax in August 2021.
- Cannabis Regulation Tax (State) - 8% of the State's cannabis taxes remaining after administrative and expungement costs are deposited into the Local Government Distributive Fund to support crime prevention programs, training, and interdiction efforts, including detection, enforcement, and prevention efforts, relating to the illegal cannabis market and driving under the influence of cannabis. This revenue is allocated to local governments based on population. This revenue is credited to Kane County's Special Revenue Fund #264 to be used for prevention and law enforcement training and is overseen by the Sheriff.



Collective Bargaining Agreements

The contract terms and status of the County's various Collective Bargaining Agreements are as listed below.

Bargaining Unit	Office/Department	Contract Term	2023% increase over PY	2024% Increase over PY	2025 Increase over PY	2026 Increase over PY	2027 Increase over PY
AFSCME	OCR & Workforce Development	7-1-2017 to 6-30-2021					
AFSCME	County Clerk	12-1-2021 to 11-30-2024	3%	3%			
AFSCME	Health	12-1-2021 to 11-30-2024	3% +Equity Adj	3% +Equity Adj			
MAP	Sheriff Peace Officers	12-1-2021 to 11-30-2024	4%	4%			
Teamsters	KDOT	11-1-2022 to 10-31-2025	4%	4%	4%		
AFSCME	Circuit Clerk	12-1-2023 to 11-30-2025	1.6 % to 2%	4% to 5%	3%		
Teamsters	Court Services	12-1-2023 to 11-30-2025	9%	6%	4%		
PBLC	Sheriff Civilians	12-1-2022 to 11-30-2025	18%	3%	3%		
PBLC	Sheriff Corrections	12-1-2022 to 11-30-2025	8%	4%	4%		
Teamsters	Sheriff Court Security Sergeants	1-1-2023 to 11-30-2025		4%	4%		
PBLC	Sheriff Maintenance and Janitor	1-1-2023 to 11-30-2025		3%	3%	3%	
PBLC	Kane Comm	1-1-2023 to 11-30-2026	adjustments	4%	3.50%	3%	
AFSCME	Judiciary, Court Services, Public Defender	12-1-2023 to 11-30-2026	3%	9%	6%	4%	
PBLC*	Coroner	12-1-2023 to 11-30-2026	4%	4.5%	4%	3%	
Teamsters *	Court Security	12-1-2025 to 11-30-2027	3% + Step Schedule	3% + Step Schedule	6%	3%	3%
** Pending County Board approval*							

Kane County Finance Committee
Finance Department
Monthly Report
April 23, 2025

Total Salaries, including Overtime, by County Office/Department *(Gross Salaries – does not include reimbursements)*

Department/Office	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025	2025 Forecast
010 County Board	921,794	1,046,619	1,048,501	1,055,850	1,029,409	1,008,578	971,572	1,123,474	1,112,695	1,143,484	384,657	1,176,597
040 Finance *	464,090	548,619	568,197	574,852	722,853	744,961	809,549	943,884	963,242	1,062,571	369,575	1,130,463
060 Information Technologies	2,512,669	2,851,836	3,130,587	3,176,755	3,273,675	3,557,734	3,579,393	3,731,749	3,711,000	4,275,969	1,441,049	4,407,916
080 Building Management	1,086,330	1,233,293	1,232,083	1,220,536	1,198,703	1,201,579	1,180,365	1,259,674	1,857,313	2,631,748	873,996	2,673,399
120 Human Resource Mgmt *	371,601	425,055	458,980	344,305	288,165	317,906	272,873	293,113	354,340	392,272	146,337	447,620
140 County Auditor	197,878	234,130	236,390	222,391	214,852	237,987	228,385	232,282	243,893	281,773	108,426	331,657
150 Treasurer/Collector	476,135	515,945	519,304	547,359	561,926	605,516	660,071	679,309	755,674	788,606	252,663	772,852
170 Supervisor of Assessments	766,771	845,914	828,705	811,244	792,108	831,411	845,732	848,964	887,727	1,013,989	342,246	1,046,869
190 County Clerk	1,106,444	1,288,807	1,702,772	2,109,955	1,871,284	2,447,629	2,239,791	2,612,416	2,291,476	3,259,716	1,006,398	3,078,393
210 Recorder	758,381	822,448	792,452	768,019	724,109	734,162	715,914	686,212	712,002	732,747	251,845	770,350
230 Regional Office of Education	247,270	258,646	262,934	258,176	261,700	270,614	263,893	337,158	362,305	376,276	133,570	408,566
240 Judiciary and Courts	1,308,595	1,399,334	1,371,965	1,364,683	1,368,285	1,506,824	1,581,796	1,695,748	1,861,234	2,078,263	697,173	2,132,530
250 Circuit Clerk	4,343,681	4,909,769	4,703,627	4,554,406	4,453,432	4,423,586	4,269,538	4,292,681	4,669,403	5,044,830	1,690,738	5,171,670
300 State's Attorney	5,951,339	6,429,063	6,471,906	6,535,922	6,558,605	7,064,340	8,060,253	9,281,958	10,851,388	14,243,014	5,048,131	15,441,342
360 Public Defender	2,655,065	2,928,419	3,206,013	3,165,197	3,185,760	3,199,989	3,318,534	3,507,808	3,587,209	4,384,316	1,479,504	4,525,542
370 Law Library	152,873	158,830	114,295	114,313	119,666	128,856	133,531	115,903	93,539	97,326	32,573	99,634
380 Sheriff	18,807,009	20,561,898	21,143,156	21,346,336	22,185,591	23,631,404	23,826,084	26,352,764	28,371,018	29,960,162	10,246,881	31,343,400
420 Merit Commission	59,916	55,116	68,761	69,427	69,113	58,857	66,255	63,575	63,003	67,144	20,323	62,165
425 Kane Comm	1,151,370	1,350,302	1,333,011	1,326,588	1,326,811	1,438,963	1,443,325	1,495,650	1,820,098	1,960,023	606,948	1,856,548
430 Court Services	7,625,061	8,773,104	8,989,953	8,679,622	9,092,715	9,417,024	9,450,226	9,821,756	10,621,185	11,695,995	3,807,360	11,646,043
490 Coroner	510,185	637,880	588,360	590,816	628,314	648,990	715,456	781,458	828,786	885,962	346,442	1,059,705
500 Animal Control	374,294	421,986	418,742	405,849	414,709	427,994	462,952	595,231	666,127	736,051	244,919	749,164
510 Emergency Management Services	145,266	162,145	163,142	132,433	-	-	-	-	325,786	408,790	160,211	490,056
520 Transportation	4,059,820	4,518,243	4,678,130	4,715,241	4,759,657	4,711,284	5,048,213	5,185,955	5,524,564	5,785,159	2,062,298	6,308,205
580 Health	2,852,763	3,156,784	3,006,028	2,893,972	2,971,306	3,827,527	3,874,297	3,504,441	3,886,397	4,735,186	1,673,696	5,119,540
660 Veterans' Commission	162,275	180,663	188,526	186,823	189,452	194,558	198,517	203,240	318,247	375,731	137,044	419,194
670 Environmental Mgmt	486,703	528,142	551,184	526,656	523,875	505,808	502,835	509,589	539,550	691,109	244,446	747,718
690 Development	972,074	1,042,212	1,116,749	1,137,344	1,182,720	1,255,335	1,351,831	1,380,479	1,538,715	1,910,629	682,563	2,087,841
800 Other- Countywide Expenses	369,386	409,866	425,826	346,977	191,952	156,445	322,377	256,933	445,553	779,201	294,204	899,917
Total	60,897,039	67,695,068	69,320,279	69,182,049	70,160,749	74,555,860	76,393,556	81,793,405	89,263,470	101,798,042	34,786,215	106,404,894
** Payroll was transferred from HR to Finance in 2019*												

**** Payroll function was transferred from HR to Finance in 2019 which more properly segregates the duties of creating employees from paying employees***

Total Energy Costs *(Gross, does not include reimbursements)*

Expense Type	2015	2016	2017	2018	2019	2020	2021	2022	2023	2024	2025
60090 - Utilities- Sewer	$ 117,583	$ 113,224	$ 125,302	$ 141,113	$ 139,946	$ 136,863	$ 138,959	$ 129,598	$ 157,035	$ 134,264	$ 32,973
60100 - Utilities- Water	115,574	102,235	113,877	123,823	128,030	127,795	140,663	145,268	153,706	151,298	30,969
63000 - Utilities- Natural Gas	322,683	204,267	174,999	290,557	253,295	199,577	180,011	250,808	296,477	271,708	161,094
63010 - Utilities- Electric	1,177,724	1,227,036	1,180,704	1,167,841	1,273,019	1,108,266	1,209,069	1,030,226	1,349,994	1,281,027	312,906
63020 - Utilities- Intersect Lighting	655,468	528,607	556,616	1,023,492	865,669	698,053	1,004,649	761,208	1,578,710	1,575,159	209,123
63040 - Fuel- Vehicles	429,982	356,389	421,759	537,156	532,087	442,546	673,908	904,789	812,771	781,450	259,365
64000 - Telephone	941,602	848,456	585,801	357,313	389,942	385,453	640,854	519,934	407,081	439,529	120,009
64010 - Cellular Phone	25,646	29,668	21,915	321,921	323,459	304,077	180,521	335,493	313,898	366,088	156,840
64020 - Internet	9,181	9,299	9,169	99,104	104,073	103,530	117,611	101,667	113,022	118,156	46,204
Total	$ 3,795,445	$ 3,419,181	$ 3,190,143	$ 4,062,320	$ 4,009,520	$ 3,506,161	$ 4,286,244	$ 4,178,990	$ 5,182,694	$ 5,118,678	$ 1,329,484

****2023 Utilities*** *– Electric increased over prior years due to full year occupation of Multi-Use Facility and increase in electric rates from Geneva and St. Charles*

Outcome: Maintain an excellent credit rating for the County

- ***FY 2023 Audit Award*** - Kane County received the Government Finance Officers Association Certificate of Achievement for Excellence in Financial Reporting for fiscal year end November 30, 2023. The Certificate is awarded to organizations that go beyond the minimum requirements of generally accepted accounting principles to prepare annual comprehensive financial reports that evidence the spirit of transparency and full disclosure of financial information. (see attached)
- ***FY 2024 Audit Process*** – The FY 2024 audit process is well underway and we are working with the audit firm of Baker Tilly. The delays in Workforce Development fiscal transaction processing may lead to delays in the completion of the audit. We will know more in about two weeks in terms of the scope of Workforce transactions that still need to be posted to FY 2024.

- **Outcome**: Ensure compliance with all State statutes, the Kane County Code and other regulations

- ***Annual Audit*** – The 2023 Final Annual Comprehensive Finance Report (ACFR) was completed July 29, 2024.
- **FY 2025 Budget Book** – The Fiscal 2025 Budget Book was submitted to the GFOA on March 31, 2025. The FY 2025 Budget has been re-organized to better present financial information. The FY 2025 Budget Book is now arranged in three main sections including a How to Read the Budget, followed by a Financial Summary, and then the detail budget in Office/Department alphabetical order instead of Fund #.
- ***Bank Reconciliation Process*** - The Finance Department has currently completed reconciling the amounts on the County's bank statements to the Cash accounts on the County's general ledger through the month of December 2024. Reconciling items have been identified and Finance staff is working with County Offices and Departments to resolve these reconciling items by collecting supporting documentation or preparing correcting journal entries.
- ***Purchasing –*** On January 1, 2025, County elected officials now will need to do competitive bids for items over $30,000 as described below in 55 ILCS 5/5-1022
    - *"As of January 1, 2025, per 55 ILCS 5/5-1022 – Competitive Bids – (a) Any purchase by a county with fewer than 2,000,000 inhabitants, or an elected official in a county with fewer than 2,000,000 inhabitants, including an elected official with control of the internal operations of the office, of services, materials, equipment, or supplies in excess of $30,000, other than professional services, shall be contracted for in one of the following ways…."*

- **Outcome:** Ensure cash and fund balances in each fund are sufficient to provide for budgeted expenditures; ensure revenues and expenditures are recorded in the proper period

- ***FY2026 Budget –*** The development of the FY 2026 Budget guiding principles will take place subsequent to the April 1st referendum on a Special County Retailer's Occupation Tax for Public Safety so that clear direction can be provided by the County Board to County Offices and Departments as to the development of the FY 2026 Budget.

- ***FY 2025 Budget*** – The County Board approved the Budget on November 12, 2024. The separate resolutions to increase the cost-of-living from 2.5% to 3.2% for non-union employees, create a 1% merit pool for non-union employees in a non-elected office, and the increase in the General Fund property tax levy are amendments to the original 2025 Budget.
- ***Forecasting –*** With approval of RES 23-314 at the August 13, 2024 County Board meeting to utilize Workday Adaptive Insights, Finance will begin to use Workday to begin creating forecasts for County funds in addition to KDOT. County Finance and IT staff are working with the consulting firm of EisnerAmper to put AdaptiveInsights back into production. A data structure has been developed and we are working to now restart the process of pulling data from NewWorld into AdaptiveInsights.

- **Outcome**: Ensure grants programs are properly established, registered, and financially tracked and reported to be in compliance with Federal, State, and other requirements

- ***Grant Administrator –*** The Grant Administrator has assisted with research and grant applications for Environment and Water Resources, Development, Animal Control, OEM, and the Judiciary focusing on composting, the Fox River Trail, electric charging station infrastructure, the hydrogren corridor, and historic preservation. The Grant Administrator is currently assisting Workforce Development in the pursuit of new grants and is also the project manager for the County's strategic plan development.

- **Outcome**: Improve communication, transparency, and disclosures of Kane County's financial information

- ***Monthly Close –*** In FY 2025 the Finance Department will be working towards developing a "Monthly Soft-Close" Process. Currently the County does not close monthly and thus transactions are posted back to previous months all the time complicating the presentation of timely financial information. There are many components of why it is challenging to close monthly and chief among them is revenue recognition. Finance will be working to develop revenue recognition policies and procedures encouraging Offices and Department to record revenue timely.
- ***Business Analytics –*** Finance and IT are continuing to work on pushing out the Business Analytics tool to more County department which allows users to pull data directly from the County's accounting software into Microsoft Excel. Training of County personnel is key to success.
- ***NewWorld Training –***
  - ***Financial Reporting and Budgeting -*** In early 2025, Finance held two NewWorld Trainings for all interested County NewWorld Users to go over Financial Reporting and Budgeting. The training sessions which were held by zoom were attended by approximately 100 County employees.
  - ***Proper Cash, Accounts Receivable and Revenue Recognition -*** Separately, County Finance Department staff are working to train County Offices and Department who have not been using the Accounts Receivable ("Miscellaneous Billing") module of NewWorld which has been

complicating our financial transaction processing, especially at year-end. Many County Offices and Department have back-dated cash receipts collected in December and January each year back to November 30th in order to record "revenue" earned at November 30th. The crediting of revenue in these circumstances is correct, but the debiting of cash is not, as it should be accounts receivable instead. These mis-postings caused the Finance Department staff to go through all cash transactions recorded at year-end, review them, and then correct them each year which was an enormous, complicated, and time-consuming task delaying the audit process. In the Summer and Fall of 2024, Finance began holding training sessions with County staff to train on how to use the Miscellaneous Billing module so that cash and revenue could be recorded in the appropriate timeframe, which was followed by one-on-one trainings with each Office and Department. There are still several large County Offices and Departments that have not completed the Miscellaneous Billing training and we encourage them strongly to complete this training so that transactions can be recorded properly.

- ***Finance Department webpage and Web.kane internal Intranet site –*** Finance and Purchasing continue to update internal websites to store policies, procedures, budget guidelines, templates, best practices, training tips, etc, for all County Departments and Elected Officials to use.

- **Outcome**: Improve effectiveness and cost efficiency of operations

- ***Journal Entries for interdepartmental IT payments –*** The County IT Department purchases technology equipment such as telephones, cell phones, laptops, etc. for many County Offices and Departments and then submits a "chargeback" request. The process is slow and time-consuming as all of the back and forth is done with emails. County Finance will be working with County IT to develop a more streamline monthly process to upload all chargebacks monthly and elimate all the back and forth emails.
- ***Resolution Best Practice Templates*** – Finance and Purchasing are working with the States Attorney's Office to develop Resolution templates to be used by County Offices and Departments when a formal solicitation has been advertised by the Purchasing Department. Recently a sample Purchasing Cooperative template was provided to all County Departments and is located on the web.kane internal intranet site.
- ***Accounting Services Outsourcing*** – The County contracted with Lauterbach and Amen (L&A) to provide accounting services. The goal is to outsource routine transaction processing including bank reconciliations, balance sheet account reconciliations, routine monthly journal entry processing which typically get delayed as County staff are spending the majority of their time working with Offices and Departments to solve problems, research, work with auditors, respond to information requests, etc. L&A started work in January 2025 and has been doing excellent work and getting Finance caught up.
- ***Purchasing Cooperatives*** – The County Board is looking into how best to utilize purchasing cooperatives.
- ***Surplus Forms*** – IT is finalizing a fillable form in Laserfiche to allow departments to electronically submit Surplus forms.

- **Outcome**: Ensure timely and accurate processing of payroll

- ***Position Budgeting –*** Finance staff used the Position Budgeting tax and benefit features in NewWorld as part of the 2025 Budget process. For FY 2026 Budget preparation, Finance has also started looking at other budgeting solutions.
- ***Personnel Action Form (PAF) automation –*** Finance will start again to begin testing the automation of the personnel action form processing workflow using an already owned module within NewWorldSystems. The end goal is to have each Office/Department data enter their own PAF's rather than send down triplicate hard copy forms to the central Payroll staff.
- ***Time and Attendance (Novatime)*** – working with the Sheriff's Office in the implementation of its new scheduling software, PACE.

Finance Department Process Improvements

Issue	Goal	Status	Change/Result
Financial Reporting Finance staff manually recording each cash receipt for the two months subsequent to fiscal year end on a spreadsheet than manually evaluating to determine if the receipt was posted in the correct year. Caused by lack of training countywide on how to post accounts receivable and revenue vs. cash receipts	Train County Office/Department staff on difference between entering accounts receivable and revenue vs cash receipts into the correct fiscal year. Train County Office/Department staff to use the accounts receivable billing module in NewWorld so that A/R can be recorded in the proper fiscal period/year	75%. There are still some Offices/Departments that require training	Reduced Finance staff hours and possibility of errors in preparation of year end financials. More timely and accurate revenue information.
Budget Preparation Finance staff manually calculating pension costs, payroll costs, health and dental, and worker's compensation costs as part of the annual budget process	Use NewWorld built-in and already paid for calculation features to automatically calculate payroll, pension, health and dental, and workers compensation costs	100% complete For FY 2026 – taking a step further and using additional new feature to apply rate increases that will allow rate increases to be changed mid-budget process	Used these built-in calculation features for FY 2025 Budget. For FY 2026 Budget
Personnel Changes Personnel changes, such as new hires, terminations, title changes, rate changes, etc. are requested, approved, and data entered manually using a 3-copy paper form. Very time consuming and chaotic process. Payroll staff manually "key-in" all information on every form each paycycle. Particularly chaotic at beginning of new year or new union contracts.	Use NewWorld built-in and already paid for Personnel Action Form (PAF) module to route personnel changes. Individual Departments and Offices "key-in" personnel action form data from their own Department/Office, electronically approve and route to Payroll/HR. Payroll and HR review and double-check information in order to process	0% Still in testing with several departments/offices, but within a few weeks of using it live in a large office/department	Will eliminate time-consuming nature of having all personnel changes manually keyed in by County Finance Department Payroll Staff although Payroll Staff would still review everything to ensure accuracy.

Issue	Goal	Status	Change/Result
Budget Information It is sometimes challenging to find budgetary information by department/office in the County Budget Book because the information was arranged by fund and not office/department	Rearrange budget book by office/department	100%	Section III of Budget Book now presented budgetary information alphabetically by department/office
Daily Operations Finance staff pulled off task daily by phone calls, emails, etc. from other departments/offices requesting assistance. Evaluate reason for financial assistance and determine appropriate course of action based on each issue	If requests from assistance from other departments/offices is similar – determine if a new process and/or training can address issue to then reduce the requests for assistance. Review staff duties to determine if daily tasks can be re-arranged to handle incoming requests	50%/Ongoing -Certain journal entries are now entered directly by individual departments and then reviewed by Finance staff rather than Finance staff manually re-entering journal entries proposed by departments -outsourcing financial tasks that require little to no interface with other employees so that these daily required tasks can be completed on time, thus leaving County staff available to handle incoming requests.	Finance staff being geared to handle more technical accounting issues, prepare monthly financial information that is more complete, research more budgetary questions, gain more overall knowledge of funding sources and grants

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-453

AUTHORIZING EXECUTION OF A MASTER INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENT TO PARTICIPATE IN A PURCHASING COOPERATIVE WITH MIDLAND PAPER AND AUTHORIZING THE PURCHASE OF PAPER AND ENVELOPES UNDER SAID AGREEMENT BY KANE COUNTY (CONTRACT# P-76708)

WHEREAS, the Governmental Joint Purchasing Act (30 ILCS 525/0.01 et seq.) provides that any governmental unit may procure services under any contract properly let by the State (30 ILCS 525/4.2); and

WHEREAS, the State of Illinois (the "state"), conducted a competitive BID process for the purchase of "Paper and envelopes" in 2024, on behalf of itself and other governmental units and qualifies not-for-profit agencies, including state and local governmental entities; and

WHEREAS, the State's procurement process conformed to the requirements of Kane County's Purchasing Ordinance outlined in Section 2-214; and

WHEREAS, Contract # P-76708 is for a duration of three (3) years and expires on March 6th 2028; and

WHEREAS, the Building Management Department is in need of paper and envelopes for use in most county offices and departments. Funds have been budgeted and are available in line 001.080.080.60110.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes and directs the Building Management Department to execute a contract agreement to participate in a purchasing cooperative with Midland Paper (Contract#P-76708); and

NOW, THEREFORE, BE IT FURTHER RESOLVED that the Building Management Department is authorized and directed to purchase paper and envelopes under said agreement in an amount not to exceed One Hundred Thousand Dollars ($100,000) per fiscal year.

Line Item: 001.080.080.60110, 001.060.060.60110, Various
Line Item Description: Printing Supplies, various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Execution of a Master Intergovernmental Cooperative Purchasing Agreement to Participate in a Purchasing Cooperative with Midland Paper, and Authorizing the Purchase of Paper and Envelopes Under Said Agreement by Kane County (Contract#P-76708)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $100,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the execution of a master intergovernmental cooperative purchasing agreement to participate in a purchasing cooperative with Midland Paper and authorizes the purchase of paper and envelopes. The State of Illinois conducted a competitive BID process for the purchase of paper and envelopes and Midland Paper was awarded. This is contract #P-76708 for a duration of three years through March 6th, 2028. The fiscal year spend with noted GL lines will not exceed $100,000.

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Virgin/Recycled Copy Paper
25-416CMS-BOSS4-P- 76708

The Parties to this contract are the State of Illinois acting through the undersigned Agency (collectively the State) and the Vendor. This contract, consisting of the signature page and numbered sections listed below and any attachments referenced in this contract, constitute the entire contract between the Parties concerning the subject matter of the contract, and in signing the contract, the Vendor affirms that the Certifications and Financial Disclosures and Conflicts of Interest attached hereto are true and accurate as of the date of the Vendor's execution of the contract. This contract supersedes all prior proposals, contracts and understandings between the Parties concerning the subject matter of the contract. This contract can be signed in multiple counterparts upon agreement of the Parties.

Contract includes BidBuy Purchase Order? (The Agency answers this question prior to contract filing.)

☐ Yes

☒ No

Contract uses Illinois Procurement Gateway Certifications and Disclosures?

☒ Yes (IPG Certifications and Disclosures including IPG Active Registered Vendor Disclosure)

☐ No

1. **DESCRIPTION OF SUPPLIES AND SERVICES**
2. **PRICING**
3. **TERM AND TERMINATION**
4. **STANDARD BUSINESS TERMS AND CONDITIONS**
5. **STATE SUPPLEMENTAL PROVISIONS**
6. **STANDARD ILLINOIS CERTIFICATIONS**
7. **FINANCIAL DISCLOSURES AND CONFLICTS OF INTEREST**
8. **CONTRACT SPECIFIC CERTIFICATIONS AND DISCLOSURES – "IPG Active Registered Vendor Disclosure (formerly called FORMS B)" (IF APPLICABLE)**
9. **PURCHASE ORDER FROM BIDBUY (IF APPLICABLE)**

In consideration of the mutual covenants and agreements contained in this contract, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree to the

terms and conditions set forth herein and have caused this contract to be executed by their duly authorized representatives on the dates shown on the following CONTRACT SIGNATURES page.

STATE OF ILLINOIS
CONTRACT

Central Management Services
JPMC Virgin/Recycled Copy Paper
25-416CMS-BOSS4-P- 76708

VENDOR

Vendor Name Midland Paper	Address (City/State/Zip): 101 E. Palatine Rd. Wheeling IL 60090
Signature [redacted]	Phone: 847-777-2710
Printed Name: Doug Damascus	Fax: 847-403-6875
Title: Sales Executive	Email: Doug.Damascus@midlandco.com
Date: 11/15/2024	

STATE OF ILLINOIS

Procuring Agency: Central Management Services	Phone: 866-455-2897
Street Address: 300 West Jefferson Street	
City, State ZIP: Springfield, IL 62702	
Official Signatur [redacted] 3/6/25	
Printed Name: Raven DeVaughn by David W. Thomas	
Official's Title: Director by Agency Procurement Officer	

AGENCY USE ONLY **NOT PART OF CONTRACTUAL PROVISIONS**

- Agency Reference #: 25-416CMS-BOSS4-R-229778
- Project Title: JPMC Virgin/Recycled Copy Paper
- Contract #: 25-416CMS-BOSS4-P -76708
- Procurement Method (IFB, RFP, Small Purchase, etc.): IFB
- BidBuy / Bulletin Reference #: 25-416CMS-BOSS4-B-44331
- BidBuy / Bulletin Publication Date: 10/31/2024
- Award Code: A
- Subcontractor Utilization? [X] Yes [ ] No Subcontractor Disclosure? [X] Yes [ ] No
- Funding Source:
- Obligation #:
- Small Business Set-Aside? [ ] Yes [X] No Percentage:
- Minority Owned Business? [ ] Yes [X] No Percentage:
- Women Owned Business? [ ] Yes [X] No Percentage:
- Persons with Disabilities Owned Business? [ ] Yes [X] No Percentage:
- Veteran Owned Small Business? [ ] Yes [X] No Percentage:
- Other Preferences?

1. DESCRIPTION OF SUPPLIES AND SERVICES

1.1. GOAL: To establish a Joint Master Purchase Contract (JPMC) for Virgin/Recycled Copy Paper to be purchased on an as-needed basis during the contract period.

This JPMC may be utilized by all governmental units and qualified not-for-profit agencies as defined in Section 5 of this Contract.

1.2. SUPPLIES AND/OR SERVICES REQUIRED:

1.2.1. The Vendor will provide Virgin/Recycled Copy Paper on an as-needed basis.

1.2.2. The Vendor must immediately notify governmental units or qualified not-for-profit agencies (ordering unit) when they order an out-of-stock item. The Vendor must also tell the ordering unit when the item will be available and whether there are equivalent substitutes. The ordering unit must have the option of accepting the suggested substitute or canceling the item from the order. Under no circumstance may the Vendor make unauthorized substitutions. Unfilled or substituted items must be indicated on the packing list.

1.2.3. Virgin Bond shall be a Grade No. 2 or better. It should also be available in white and colors.

1.2.4. Recycled Bond shall be Grade No. 2 or better and meet industry standard of 30% post-consumer waste (PCW) for white. It should also be available in white and colors.

For procurements conducted in BidBuy, the State may include in this contract the BidBuy Purchase Order as it contains the agreed Supplies and/or Services.

1.3. MILESTONES AND DELIVERABLES:

1.3.1. Paper having a curl produced while manufacturing which cannot be overcome under reasonable working conditions shall be rejected and the vendor will be required to replace it at no cost.

1.3.2. All boxes shall be plainly marked indicating contents, quantity, size, weight, and color of paper.

1.3.3. Overruns and underruns shall not be accepted.

1.3.4. The Vendor shall report to the Department of Central Management Services Bureau of Strategic Sourcing (BOSS) an annual Contract Usage Report which includes all Governmental Units and Qualified Not-for-Profit Agencies. This

report shall be in a tab-delimited text file or an Excel spreadsheet that references the BidBuy Purchase Order (PO) Number, time period being reported, and must include the following:

PO Line Number, Description, Quantity, Ordering Entity

A sample of the report's format is as follows:

Line Item #	Description	Quantity	Ordering Entity
1	XXXXXXXXX	XXX	XXXXXXX
2	XXXXXXXXX	XXX	XXXXXXX

1.4. VENDOR / STAFF SPECIFICATIONS: Vendor Warranty: The vendor warranties the product to be free of defects and produced as outlined in Section 1.2 above.

1.5. TRANSPORTATION AND DELIVERY:

1.5.1 Delivery will be made F.O.B. Destination with all transportation and handling paid by the Vendor to any governmental unit or qualified not-for-profit agency location within the State of Illinois. Delivery locations will be identified on individual orders. Vendor shall coordinate delivery location requirements with ordering entity prior to shipment. The minimum order is $250 for F.O.B. Destination. For any order less than the minimum of $250, the additional freight charge will be added to the invoice as a separate line item and a copy of the freight bill will be submitted with the invoice for payment. The delivery charge for any order less than the minimum of $500 shall not exceed 25% of the total of the release order and may not exceed the actual cost of shipping.

1.5.2 Packing lists showing order number provided to Vendor must be furnished with each shipment and must be shown on the outside of each shipping container along with the Vendor name.

1.5.3 Deliveries made to State Agencies will be delivered between 9:00 AM and 3:00 PM (Monday through Friday), excluding State holidays, unless pre-approved by the ordering entity.

1.5.4 Deliveries made to non-State Agencies will be arranged between the ordering entity and the Vendor.

1.5.5 There is no guarantee of quantities for actual orders or usage. Vendor shall furnish all requirements for the Contract period.

1.5.6 If Vendor is unable, or anticipates that it will not be able, to fulfill an order in accordance with the requirements of the Contract, Vendor will submit a request

to delay order fulfillment to the ordering entity in writing within 72 hours of receipt of the applicable order and will include in such request its best estimate of the duration of the delay and the reasons for the delay. At the ordering entity's discretion, the entity may choose to approve the delay or be relieved from its obligations to purchase any quantities of supplies or equipment in such order and may cancel such quantities effective upon notice to the Vendor. The ordering entity may elect to pursue alternative sources to fulfill the obligations of the canceled order. Vendor shall, at its own cost, use commercially reasonable efforts to remedy any shortage of supply and resume meeting the requirements of the Contract as soon as possible.

1.6 SUBCONTRACTING

Subcontractors are allowed.

1.6.1 Will subcontractors be utilized? ☑ Yes ☐ No

A subcontractor is a person or entity that enters into a contractual agreement with a total value of $100,000 or more with a person or entity who has a contract subject to the Illinois Procurement Code pursuant to which the person or entity provides some or all of the goods, services, real property, remuneration, or other monetary forms of consideration that are the subject of the primary State contract, including subleases from a lessee of a State contract.

All contracts with subcontractors where the annual value of the subcontract is greater than $50,000 must include Illinois Standard Certifications completed by the subcontractor.

1.6.2 Please identify below subcontracts with an annual value of $100,000 or more that will be utilized in the performance of the contract, the names and addresses of the subcontractors, and a description of the work to be performed by each.

- Subcontractor Name: Montenegro Paper

  Amount to Be Paid: 5% of contract, BEP

  Address: 25 E. Main St. Suite 205 Roselle, IL 60172

  Description of Work: supply of paper

- Subcontractor Name: N/A

  Amount to Be Paid:

Address:

Description of Work:

If additional space is necessary to provide subcontractor information, please attach an additional page.

1.6.3 If the annual value of any the subcontracts is more than $100,000, then the Vendor must provide to the State the Financial Disclosures and Conflicts of Interest for that subcontractor.

1.6.4 If at any time during the term of the Contract, Vendor adds or changes any subcontractors, Vendor is required to promptly notify, in writing, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses and the expected amount of money that each new or replaced subcontractor will receive pursuant to this Contract. Any subcontracts entered into prior to award of this Contract are done at the sole risk of the Vendor and subcontractor(s).

1.7 SUCCESSOR VENDOR

☐ Yes ☒ No This contract is for services subject to 30 ILCS 500/25-80. Heating and air conditioning service contracts, plumbing service contracts, and electrical service contracts are not subject to this requirement. Non-service contracts, construction contracts, qualification-based selection contracts, and professional and artistic services contracts are not subject to this requirement.

1.8 WHERE SERVICES ARE TO BE PERFORMED: Unless otherwise disclosed in this section all services shall be performed in the United States. If the Vendor performs the services purchased hereunder in another country in violation of this provision, such action may be deemed by the State as a breach of the contract by Vendor.

Vendor shall disclose the locations where the services required shall be performed and the known or anticipated value of the services to be performed at each location. If the Vendor received additional consideration in the evaluation based on work being performed in the United States, it shall be a breach of contract if the Vendor shifts any such work outside the United States.

- Location where services will be performed: 101 E. Palatine Rd. Wheeling, IL 60090

  Value of services performed at this location: 100% of contract

- Location where services will be performed: N/A

  Value of services performed at this location:

2 PRICING

2.1 FORMAT OF PRICING:

2.1.1 Vendor shall submit pricing in the line items on BidBuy, based on the terms and conditions set forth in section 1 of this Contract.

2.1.2 Pricing shall be submitted in the following format: Per the Unit of Measure on the line items in BidBuy.

Pricing shall be submitted by entering the cost per unit of measure based on minimum order quantities on each line item in BidBuy. Prices must include all costs shipped F.O.B. Destination and may not include any additional costs due to taxes (federal or otherwise) unless accompanied by proof the State is subject to the tax.

2.2 TYPE OF PRICING: The Illinois Office of the Comptroller requires the State to indicate whether the contract price is firm or estimated at the time it is submitted for obligation. The total price of this contract is estimated.

2.3 EXPENSES ALLOWED: Expenses are not allowed.

2.4 DISCOUNT: The State may receive a 0 % discount for payment within 0 days of receipt of correct invoice. This discount will not be a factor in making the award.

2.5 VENDOR'S PRICING: Enter pricing in the Items Tab in BidBuy.

Economic Adjustment Clause

2.5.1 The prices in this Contract must remain firm for the first year after the execution date of the Contract. Thereafter, one upward price adjustment may be applied no more frequently than once during any given six (6) months period.

2.5.2 All adjustment requests shall be made in writing. Vendor shall not be entitled to apply an upward price adjustment without first obtaining approval of such request from the Department of Central Management Services Bureau of Strategic Sourcing (BOSS).

2.5.3 In the event a downward adjustment is warranted, the State reserves the right to adjust once during any given six (6) months period for this decrease. It will be the responsibility of the vendor to notify BOSS of any such decrease.

2.5.4 Maximum allowable adjustments shall be governed by the U.S. Bureau of Labor Statistics Producer Price Index (PPI) item number:

091304 Pulp, paper and allied products. Writing and printing paper

The base PPI published index will be determined by the month of the bid opening date. If the bid opening date occurs in May, then the base PPI will be May's published index.

The published PPI Index at the time of requested adjustment will be determined by the month and day the adjustment was submitted to BOSS regardless of whether it is a preliminary or final index publication.

2.5.5 No further adjustments will be made once the maximum allowable adjustment has been calculated for the given 6 months.

The maximum allowable adjustment shall be calculated as follows:

[redacted]

Maximum Allowable Price = A / B * C
A = Bid Price
B = Base PPI index (defined by time of bid opening)
C = Published PPI index at time of requested adjustment

ureau of Labor Statistics web site can be located at HTTP://WWW.BLS.GOV/PPI.

2.5.6 Should the referenced producer price index (PPI) become discontinued during the contract, it will be replaced by an appropriate alternative PPI chosen by CMS and all adjustments will be calculated based on the same methodology as outlined above, but with data from the new replacement index.

2.5.7 Requested adjustments shall include the contract number, item number, line number, bid price and requested price adjustment.

2.5.8 In all cases, the contractor must file a claim in writing for such adjustment prior to the delivery of goods. In any event, the claim for such adjustment will not apply to release orders provided prior to the date the BOSS approved the economic adjustment request.

2.5.9 If the contractor has unresolved complaints filed against it for non-delivery of or poor-quality service, its request may be denied until such time as all past complaints are resolved to the satisfaction of the State.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed pricing.

2.6 **MAXIMUM AMOUNT:** This Joint Purchase Master Contract is an indefinite quantity contract.

3 TERM AND TERMINATION

3.1 TERM OF THIS CONTRACT: This contract has an initial term of three (3) years and shall commence upon the last dated signature of the Parties.

The State may include in this contract the BidBuy Purchase Order as it contains the agreed term.

3.1.1 In no event will the total term of the contract, including the initial term, any renewal terms and any extensions, exceed ten (10) years. 30 ILCS 500/20-60.

3.1.2 Vendor shall not commence billable work in furtherance of the contract prior to final execution of the contract except when permitted pursuant to 30 ILCS 500/20-80.

3.2 RENEWAL: N/A

3.3 TERMINATION FOR CAUSE: The State may terminate this contract, in whole or in part, immediately upon notice to the Vendor if: (a) the State determines that the actions or inactions of the Vendor, its agents, employees or subcontractors have caused, or reasonably could cause, jeopardy to health, safety, or property, or (b) the Vendor has notified the State that it is unable or unwilling to perform the contract.

If Vendor fails to perform to the State's satisfaction any material requirement of this contract, is in violation of a material provision of this contract, or the State determines that the Vendor lacks the financial resources to perform the contract, the State shall provide written notice to the Vendor to cure the problem identified within the period of time specified in the State's written notice. If not cured by that date the State may either: (a) immediately terminate the contract without additional written notice or (b) enforce the terms and conditions of the contract.

For termination due to any of the causes contained in this Section, the State retains its rights to seek any available legal or equitable remedies and damages.

3.4 TERMINATION FOR CONVENIENCE: The State may, for its convenience and with thirty (30) days prior written notice to Vendor, terminate this contract in whole or in part and without payment of any penalty or incurring any further obligation to the Vendor.

Upon submission of invoices and proof of claim, the Vendor shall be entitled to compensation for supplies and services provided in compliance with this contract up to and including the date of termination.

3.5 AVAILABILITY OF APPROPRIATION: This contract is contingent upon and subject to the availability of funds. The State, at its sole option, may terminate or suspend this contract,

in whole or in part, without penalty or further payment being required, if (1) the Illinois General Assembly or the federal funding source fails to make an appropriation sufficient to pay such obligation, or if funds needed are insufficient for any reason (30 ILCS 500/20-60), (2) the Governor decreases the Agency's funding by reserving some or all of the Agency's appropriation(s) pursuant to power delegated to the Governor by the Illinois General Assembly, or (3) the Agency determines, in its sole discretion or as directed by the Office of the Governor, that a reduction is necessary or advisable based upon actual or projected budgetary considerations. Contractor will be notified in writing of the failure of appropriation or of a reduction or decrease.

4 STANDARD BUSINESS TERMS AND CONDITIONS

4.1 PAYMENT TERMS AND CONDITIONS:

4.1.1 Late Payment: Payments, including late payment charges, will be paid in accordance with the State Prompt Payment Act and rules when applicable. 30 ILCS 540; 74 Ill. Adm. Code 900. This shall be Vendor's sole remedy for late payments by the State. Payment terms contained in Vendor's invoices shall have no force or effect.

4.1.2 Minority Contractor Initiative: Any Vendor awarded a contract of $1,000 or more under Section 20-10, 20-15, 20-25 or 20-30 of the Illinois Procurement Code (30 ILCS 500) is required to pay a fee of $15. The Comptroller shall deduct the fee from the first check issued to the Vendor under the contract and deposit the fee in the Comptroller's Administrative Fund. 15 ILCS 405/23.9.

4.1.3 Expenses: The State will not pay for supplies provided or services rendered, including related expenses, incurred prior to the execution of this contract by the Parties even if the effective date of the contract is prior to execution.

4.1.4 Prevailing Wage: As a condition of receiving payment Vendor must (i) be in compliance with the contract, (ii) pay its employees prevailing wages when required by law, (iii) pay its suppliers and subcontractors according to the terms of their respective contracts, and (iv) provide lien waivers to the State upon request. Examples of prevailing wage categories include public works, printing, janitorial, window washing, building and grounds services, site technician services, natural resource services, security guard and food services. The prevailing wages are revised by the Illinois Department of Labor (DOL) and are available on DOL's official website, which shall be deemed proper notification of any rate changes under this subsection. Vendor is responsible for contacting DOL at 217-782-6206 or (*https://labor.illinois.gov*) to ensure understanding of prevailing wage requirements.

4.1.5 Federal Funding: This contract may be partially or totally funded with Federal funds. If Federal funds are expected to be used, then the percentage of the good/service paid using Federal funds and the total Federal funds expected to be used will be provided to the awarded Vendor in the notice of intent to award.

4.1.6 Invoicing: By submitting an invoice, Vendor certifies that the supplies or services provided meet all requirements of this contract, and the amount billed and expenses incurred are as allowed in this contract. Invoices for supplies purchased, services performed, and expenses incurred through June 30 of any year must be submitted to the State no later than July 31 of that year; otherwise Vendor may have to seek payment through the Illinois Court of Claims. 30 ILCS 105/25. All invoices are subject to statutory offset. 30 ILCS 210.

4.1.6.1 Vendor shall not bill for any taxes unless accompanied by proof that the State is subject to the tax. If necessary, Vendor may request the

applicable Agency's Illinois tax exemption number and Federal tax exemption information.

4.1.6.2 Vendor shall invoice at this completion of the contract unless invoicing is tied in this contract to milestones, deliverables, or other invoicing requirements agreed to in the contract.

Send invoices to:

Agency:	Requesting Agency/Entity
Attn:	Requesting Agency/Entity
Address:	Requesting Agency/Entity
City, State Zip	Requesting Agency/Entity

For procurements conducted in BidBuy, the Agency may include in this contract the BidBuy Purchase Order as it contains the Bill To address.

4.2 ASSIGNMENT: This contract may not be assigned or transferred in whole or in part by Vendor without the prior written consent of the State.

4.3 SUBCONTRACTING: For purposes of this section, subcontractors are those with contracts with an annual value exceeding $100,000 and who are specifically hired to perform all or part of the work covered by this contract. Vendor must receive prior written approval before use of any subcontractors in the performance of this contract. Vendor shall describe, in an attachment if not already provided, the names and addresses of all authorized subcontractors to be utilized by Vendor in the performance of this contract, together with a description of the work to be performed by the subcontractor and the anticipated amount of money that each subcontractor is expected to receive pursuant to this contract. If required, Vendor shall provide a copy of any subcontracts within fifteen (15) days after execution of this contract. All subcontracts must include the same certifications that Vendor must make as a condition of this contract. Vendor shall include in each subcontract the Standard Illinois Certification form available from the State. If at any time during the term of the Contract, Vendor adds or changes any subcontractors, then Vendor must promptly notify, by written amendment to the Contract, the State Purchasing Officer or the Chief Procurement Officer of the names and addresses, the expected amount of money that each new or replaced subcontractor will receive pursuant to the Contract, and the general type of work to be performed. 30 ILCS 500/20-120.

4.4 AUDIT/RETENTION OF RECORDS: Vendor and its subcontractors shall maintain books and records relating to the performance of this contract and any subcontract necessary to support amounts charged to the State pursuant this contract or subcontract. Books and records, including information stored in databases or other computer systems, shall be maintained by the Vendor for a period of three (3) years from the later of the date of final payment under the contract or completion of the contract, and by the subcontractor

for a period of three (3) years from the later of final payment under the term or completion of the subcontract. If Federal funds are used to pay contract costs, the Vendor and its subcontractors must retain their respective records for five (5) years. Books and records required to be maintained under this section shall be available for review or audit by representatives of the procuring Agency, the Auditor General, the Executive Inspector General, the Chief Procurement Officer, State of Illinois internal auditors or other governmental entities with monitoring authority, upon reasonable notice and during normal business hours. Vendor and its subcontractors shall cooperate fully with any such audit and with any investigation conducted by any of these entities. Failure to maintain books and records required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under this contract or any subcontract for which adequate books and records are not available to support the purported disbursement. The Vendor or subcontractors shall not impose a charge for audit or examination of the Vendor's or subcontractor's books and records. 30 ILCS 500/20-65.

4.5 TIME IS OF THE ESSENCE: Time is of the essence with respect to Vendor's performance of this contract. Vendor shall continue to perform its obligations while any dispute concerning this contract is being resolved unless otherwise directed by the State.

4.6 NO WAIVER OF RIGHTS: Except as specifically waived in writing, failure by a Party to exercise or enforce a right does not waive that Party's right to exercise or enforce that or other rights in the future.

4.7 FORCE MAJEURE: Failure by either Party to perform its duties and obligations will be excused by unforeseeable circumstances beyond its reasonable control and not due to its negligence, including acts of nature, acts of terrorism, riots, labor disputes, fire, flood, explosion, and governmental prohibition. The non-declaring Party may cancel this contract without penalty if performance does not resume within thirty (30) days of the declaration.

4.8 CONFIDENTIAL INFORMATION: Each Party to this contract, including its agents and subcontractors, may have or gain access to confidential data or information owned or maintained by the other Party in the course of carrying out its responsibilities under this contract. Vendor shall presume all information received from the State or to which it gains access pursuant to this contract is confidential. Vendor information, unless clearly marked as confidential and exempt from disclosure under the Illinois Freedom of Information Act, shall be considered public. No confidential data collected, maintained, or used in the course of performance of this contract shall be disseminated except as authorized by law and with the written consent of the disclosing Party, either during the period of this contract or thereafter. The receiving Party must return any and all data collected, maintained, created or used in the course of the performance of this contract, in whatever form it is maintained, promptly at the end of this contract, or earlier at the request of the disclosing Party, or notify the disclosing Party in writing of its destruction. The foregoing obligations shall not apply to confidential data or information lawfully in

the receiving Party's possession prior to its acquisition from the disclosing Party; received in good faith from a third Party not subject to any confidentiality obligation to the disclosing Party; now is or later becomes publicly known through no breach of confidentiality obligation by the receiving Party; or that is independently developed by the receiving Party without the use or benefit of the disclosing Party's confidential information.

4.9 USE AND OWNERSHIP: All work performed or supplies created by Vendor under this contract, whether written documents or data, goods or deliverables of any kind, shall be deemed work for hire under copyright law and all intellectual property and other laws, and the State of Illinois is granted sole and exclusive ownership to all such work, unless otherwise agreed in writing. Vendor hereby assigns to the State all right, title, and interest in and to such work including any related intellectual property rights, and/or waives any and all claims that Vendor may have to such work including any so-called "moral rights" in connection with the work. Vendor acknowledges the State may use the work product for any purpose. Confidential data or information contained in such work shall be subject to the confidentiality provisions of this contract.

4.10 INDEMNIFICATION AND LIABILITY: The Vendor shall indemnify and hold harmless the State of Illinois, its agencies, officers, employees, agents and volunteers from any and all costs, demands, expenses, losses, claims, damages, liabilities, settlements and judgments, including in-house and contracted attorneys' fees and expenses, arising out of: (a) any breach or violation by Vendor of any of its certifications, representations, warranties, covenants or agreements; (b) any actual or alleged death or injury to any person, damage to any real or personal property, or any other damage or loss claimed to result in whole or in part from Vendor's negligent performance; (c) any act, activity or omission of Vendor or any of its employees, representatives, subcontractors or agents; or (d) any actual or alleged claim that the services or goods provided under this contract infringe, misappropriate, or otherwise violate any intellectual property (patent, copyright, trade secret, or trademark) rights of a third party. In accordance with Article VIII, Section 1(a),(b) of the Constitution of the State of Illinois, the State may not indemnify private parties absent express statutory authority permitting the indemnification. Neither Party shall be liable for incidental, special, consequential, or punitive damages.

4.11 INSURANCE: Vendor shall, at all times during the term of this contract and any renewals or extensions, maintain and provide a Certificate of Insurance naming the State as an additionally insured for all required bonds and insurance. Certificates may not be modified or canceled until at least thirty (30) days' notice has been provided to the State. Vendor shall provide: (a) General Commercial Liability insurance in the amount of $1,000,000 per occurrence (Combined Single Limit Bodily Injury and Property Damage) and $2,000,000 Annual Aggregate; (b) Auto Liability, including Hired Auto and Non-owned Auto (Combined Single Limit Bodily Injury and Property Damage), in amount of

$1,000,000 per occurrence; and (c) Worker's Compensation Insurance in the amount required by law. Insurance shall not limit Vendor's obligation to indemnify, defend, or settle any claims.

4.12 INDEPENDENT CONTRACTOR: Vendor shall act as an independent contractor and not an agent or employee of, or joint venturer with the State. All payments by the State shall be made on that basis.

4.13 SOLICITATION AND EMPLOYMENT: Vendor shall not employ any person employed by the State during the term of this contract to perform any work under this contract. Vendor shall give notice immediately to the Agency's director if Vendor solicits or intends to solicit State employees to perform any work under this contract.

4.14 COMPLIANCE WITH THE LAW: The Vendor, its employees, agents, and subcontractors shall comply with all applicable Federal, State, and local laws, rules, ordinances, regulations, orders, Federal circulars and all license and permit requirements in the performance of this contract. Vendor shall be in compliance with applicable tax requirements and shall be current in payment of such taxes. Vendor shall obtain at its own expense, all licenses and permissions necessary for the performance of this contract.

4.15 BACKGROUND CHECK: Whenever the State deems it reasonably necessary for security reasons, the State may conduct, at its expense, criminal and driver history background checks of Vendor's and subcontractor's officers, employees or agents. Vendor or subcontractor shall immediately reassign any individual who, in the opinion of the State, does not pass the background check.

4.16 APPLICABLE LAW:

4.16.1 **PREVAILING LAW:** This contract shall be construed in accordance with and is subject to the laws and rules of the State of Illinois.

4.16.2 **EQUAL OPPORTUNITY:** The Department of Human Rights' Equal Opportunity requirements are incorporated by reference. 44 Ill. Adm. Code 750.

4.16.3 **COURT OF CLAIMS; ARBITRATION; SOVEREIGN IMMUNITY:** Any claim against the State arising out of this contract must be filed exclusively with the Illinois Court of Claims. 705 ILCS 505/1. The State shall not enter into binding arbitration to resolve any dispute arising out of this contract. The State of Illinois does not waive sovereign immunity by entering into this contract.

4.16.4 **OFFICIAL TEXT:** The official text of the statutes cited herein is incorporated by reference. An unofficial version can be viewed at (*www.ilga.gov/legislation/ilcs/ilcs.asp*).

4.17 ANTI-TRUST ASSIGNMENT: If Vendor does not pursue any claim or cause of action it has arising under Federal or State antitrust laws relating to the subject matter of this contract,

then upon request of the Illinois Attorney General, Vendor shall assign to the State all of Vendor's rights, title and interest to the claim or cause of action.

4.18 **CONTRACTUAL AUTHORITY:** The Agency that signs this contract on behalf of the State of Illinois shall be the only State entity responsible for performance and payment under this contract. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs in addition to an Agency, he/she does so as approving officer and shall have no liability to Vendor. When the Chief Procurement Officer or authorized designee or State Purchasing Officer signs a master contract on behalf of State agencies, only the Agency that places an order or orders with the Vendor shall have any liability to the Vendor for that order or orders.

4.19 **EXPATRIATED ENTITIES:** Except in limited circumstances, no business or member of a unitary business group, as defined in the Illinois Income Tax Act, shall submit a bid for or enter into a contract with a State agency if that business or any member of the unitary business group is an expatriated entity.

4.20 **NOTICES:** Notices and other communications provided for herein shall be given in writing via electronic mail whenever possible. If transmission via electronic mail is not possible, then notices and other communications shall be given in writing via registered or certified mail with return receipt requested, via receipted hand delivery, via courier (UPS, Federal Express or other similar and reliable carrier), or via facsimile showing the date and time of successful receipt. Notices shall be sent to the individuals who signed this contract using the contact information following the signatures. Each such notice shall be deemed to have been provided at the time it is actually received. By giving notice, either Party may change its contact information.

4.21 **MODIFICATIONS AND SURVIVAL:** Amendments, modifications and waivers must be in writing and signed by authorized representatives of the Parties. Any provision of this contract officially declared void, unenforceable, or against public policy, shall be ignored and the remaining provisions shall be interpreted, as far as possible, to give effect to the Parties' intent. All provisions that by their nature would be expected to survive, shall survive termination. In the event of a conflict between the State's and the Vendor's terms, conditions and attachments, the State's terms, conditions and attachments shall prevail.

4.22 **PERFORMANCE RECORD / SUSPENSION:** Upon request of the State, Vendor shall meet to discuss performance or provide contract performance updates to help ensure proper performance of this contract. The State may consider Vendor's performance under this contract and compliance with law and rule to determine whether to continue this contract, suspend Vendor from doing future business with the State for a specified period of time, or whether Vendor can be considered responsible on specific future contract opportunities.

4.23 FREEDOM OF INFORMATION ACT: This contract and all related public records maintained by, provided to, or required to be provided to the State are subject to the Illinois Freedom of Information Act (FOIA) notwithstanding any provision to the contrary that may be found in this contract. 5 ILCS 140.

4.24 SCHEDULE OF WORK: Any work performed on State premises shall be performed during the hours designated by the State and performed in a manner that does not interfere with the State and its personnel.

4.25 WARRANTIES FOR SUPPLIES AND SERVICES:

4.25.1. Vendor warrants that the supplies furnished under this contract will: (a) conform to the standards, specifications, drawing, samples or descriptions furnished by the State or furnished by the Vendor and agreed to by the State, including but not limited to all specifications attached as exhibits hereto; (b) be merchantable, of good quality and workmanship, and free from defects for a period of twelve months or longer if so specified in writing, and fit and sufficient for the intended use; (c) comply with all federal and state laws, regulations and ordinances pertaining to the manufacturing, packing, labeling, sale and delivery of the supplies; (d) be of good title and be free and clear of all liens and encumbrances and; (e) not infringe any patent, copyright or other intellectual property rights of any third party. Vendor agrees to reimburse the State for any losses, costs, damages or expenses, including without limitations, reasonable attorney's fees and expenses, arising from failure of the supplies to meet such warranties.

4.25.2. Vendor shall ensure that all manufacturers' warranties are transferred to the State and shall provide to the State copies of such warranties. These warranties shall be in addition to all other warranties, express, implied or statutory, and shall survive the State's payment, acceptance, inspection or failure to inspect the supplies.

4.25.3. Vendor warrants that all services will be performed to meet the requirements of this contract in an efficient and effective manner by trained and competent personnel. Vendor shall monitor performances of each individual and shall immediately reassign any individual who does not perform in accordance with this contract, who is disruptive or not respectful of others in the workplace, or who in any way violates the contract or State policies.

4.26 REPORTING, STATUS AND MONITORING SPECIFICATIONS: Vendor shall immediately notify the State of any event that may have a material impact on Vendor's ability to perform this contract.

4.27 EMPLOYMENT TAX CREDIT: Vendors who hire qualified veterans and certain ex-offenders may be eligible for tax credits. 35 ILCS 5/216, 5/217. Please contact the Illinois Department of Revenue (telephone #: 217-524-4772) for information about tax credits.

5. STATE SUPPLEMENTAL PROVISIONS

☒ Agency Definitions

5.1. "Chief Procurement Officer" means the chief procurement officer appointed pursuant to 30 ILCS 500/10-20(a)(4).

5.2. "Governmental unit" means State of Illinois, any State agency as defined in Section 1-15.100 of the Illinois Procurement Code, officers of the State of Illinois, any public authority which has the power to tax, or any other public entity created by statute.

5.3. "Qualified not-for-profit agency" means any not-for-profit agency that qualifies under Section 45-35 of the Illinois Procurement Code and that either (1) acts pursuant to a board established by or controlled by a unit of local government or (2) receives grant funds from the State or from a unit of local government.

☐ Required Federal Clauses, Certifications and Assurances

☐ Public Works Requirements (construction and maintenance of a public work) 820 ILCS 130/4.

☐ Prevailing Wage (janitorial cleaning, window cleaning, building and grounds, site technician, natural resources, food services, security services, and printing, if valued at more than $200 per month or $2,000 per year) 30 ILCS 500/25-60.

☒ Agency Specific Terms and Conditions

5.4. The Chief Procurement Officer for General Services makes this contract available to all governmental units and qualified not-for-profit agencies.

5.5. Vendor agrees to extend all terms and conditions, specifications, and pricing or discounts specified in this contract for the items in this contract to all governmental units and qualified not-for-profit agencies.

5.6. The supplies or services subject to this Contract shall be distributed or rendered directly to each governmental unit or qualified not-for-profit agency.

5.7. Vendor shall bill each governmental unit or qualified not-for-profit agency separately for its actual share of the costs of the supplies or services purchased.

5.8. The credit or liability of each governmental unit or qualified not-for-profit agency shall remain separate and distinct.

5.9. Disputes between vendors and governmental units or qualified not-for-profit agencies shall be resolved between the affected parties.

5.10. All terms and conditions in this Contract apply with full force and effect to all purchase orders.

☐ Other (describe)

Midland Paper

Packaging + Supplies

Doug Damascus is a sales representative for Midland Paper Company, dba Midland Paper Packaging and Supplies and has the authority to enter into paper and envelope supply contracts with the State of Illinois on Midland's behalf. He has signature authority to enter into these contracts and/or renewals on behalf of Midland.

If you have any questions, please e-mail (daniel.bernhart@midlandpaper.com) or call me (847-777-2774) to discuss.

Dan Bernhart

General Manager

Midland Paper

101 E. Palatine Rd.
Wheeling, IL 60090
Midlandpaper.com

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-455

AUTHORIZING A CONTRACT EXTENSION FOR COMMERCIAL FLOOR COVERINGS AND RELATED SERVICES WITH MOHAWK INDUSTRIES THROUGH OMNIA PARTNERS (CONTRACT# 2020002149)

WHEREAS, URSUANT TO Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220-1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, B) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 22-265 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with OMNIA; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Building Management Department desires to utilize, through the OMNIA Partners Cooperative with Mohawk Industries to purchase floor coverings and related services (Contract No. 2020002149); and

WHEREAS, the term of OMNIA's Mohawk Industries Systemwide Flooring (Contract No. 2020002149) is through April 14, 2025; and

WHEREAS, the Kane County Board previously approved this joint purchasing agreement on Resolution No. 24-146. The contract now has been extended through April 14th, 2027; and

WHEREAS, the County has in the past successfully utilized OMNIA public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Building Management Department is authorized to enter into a joint purchasing agreement with OMNIA (under Contract No. 2020002149) and Mohawk Industries for the purchasing of Systemwide Flooring; and

BE IT FURTHER RESOLVED by the Kane County Board that that the Building Management Department is hereby authorized to purchase Systemwide Flooring through OMNIA's Mohawk Industries Contract No. 2020002149 for a sum not-to-exceed Two Hundred Thousand Dollars ($200,000) per fiscal year; and

BE IT ALSO FURTHER RESOLVED by the Kane County Board that Two Hundred Thousand Dollars ($200,000) is hereby appropriated from Capital Building Improvements # (500.800.805.72010), Various, to pay for the Building Management Department Systemwide Flooring procurement from Mohawk Industries under contract No. 2020002149.

Line Item: 500.800.805.72010, 001.080.080.52110, various
Line Item Description: Capital, Repairs and Maint- Buildings/grounds, various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract Extension for Commercial Floor Coverings and Related Services with Mohawk Industries through OMNIA Partners (Contract#2020002149)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $200,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a contract extension through April 14th, 2027 with Mohawk Flooring through OMNIA Contract # 2020002149. The Kane County Board previously approved this joint purchasing agreement with Resolution No. 24-146. Mohawk provides commercial floor coverings and related services for the Kane County Building Management Department in a not to exceed amount of $200,000 per fiscal year.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-460

RATIFYING AN EMERGENCY PURCHASE AFFIDAVIT FOR THE PURCHASE OF JUDICIAL CENTER CHILLER SYSTEM UPGRADES

WHEREAS, the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A); and

WHEREAS, the emergency purchase affidavit was necessary to keep the project schedule in order to ensure critical cooling system for the building before the arrival of warm weather conditions creating indoor temperatures exceeding 80 degrees which would cause disruptions to the 16th Judicial Circuit; and

WHEREAS, the specific system upgrades were electrical upgrades, upgraded glycol mixture, air separator, and material cost escalation; and

WHEREAS, F.E. Moran Mechanical Services was selected to install the York Air-Cooled Chiller System at the Kane County Judicial Center; and

WHEREAS, the Judicial Center Chillers replacement is an approved ARPA funded project in the amount of Two Million Dollars ($2,000,000) by Resolution No. 23-371.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Emergency Purchase Affidavit, submitted by the Kane County Building Management Department and authorized by the County Board Chairman, is hereby ratified for the purchase of Judicial Center Chiller System Upgrades in the amount of Two Hundred Thirty Two Thousand Sixteen Dollars ($232,016) from F.E. Moran Mechanical Services, 2283 Carlson Drive, Northbrook, IL 60062.

Line Item: 500.800.805.72010, Various
Line Item Description: Capital, Repairs and Main- Buildings/grounds, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Ratifying an Emergency Purchase Affidavit for the Purchase of Judicial Center Chiller System Upgrades

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $232,016
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution ratifies the Emergency Purchase Affidavit that was done related to the Judicial Center Chiller System Upgrades. The emergency purchase affidavit was necessary to keep the project schedule in order to ensure critical cool system for the building before the arrival of warm weather conditions creating indoor temperatures exceeding 80 egrees which would cause disruptions to the 16th Judicial Circuit. The specific system upgrades were electrical upgrades, upgraded glycol mixture, air separator, and material cost escalation and will be done by F.E. Moran Mechanical Sercices in the amount of $232,016 who is the contractor currently installing the York Air-Cooled Chillers.

COUNTY OF KANE

Roger Fahnestock
Executive Director of Information Technologies and Building Management

Information Technologi
719 S. Batavia Ave., Building
Geneva, IL 6013
P: (630) 444-10C
FahnestockRoger@KaneCountyIL.gc

Memorandum – Emergency Purchase Affidavit

Date: **March 7, 2025**

To: **Corinne Pierog, Madam Chairman**

Bill Roth, Vice Chairman

From: **Roger Fahnestock, Executive Director of Information Technologies and Building Management**

Re: Emergency Purchase Affidavit – Judicial Center Chiller System Upgrades

I am requesting an Emergency Purchase Affidavit for the systems upgrades related to the Judicial Center Chiller project. The specific services needed are related to required electrical upgrades such as conduit, wiring, and associated accessories to support the increased electrical load and ensure full integration with the facility's existing infrastructure. Additional items include an upgraded glycol mixture to prevent freezing and improved heat transfer, a new air separator to remove entrained air and prevent performance issues and corrosion, and material costs due to market fluctuations and to ensure proper completion.

The Emergency Purchase Affidavit is necessary to keep the project schedule in order to ensure critical cooling system for the building before the arrival of warm weather conditions creating indoor temperatures exceeding 80 degrees. This will cause disruptions to the 16th Judicial Circuit.

I am seeking authorization by Emergency Purchase Affidavit to purchase the Systems Upgrades from F.E. Moran Mechanical Services, 2283 Carlson Drive, Northbrook, IL 60062. F.E. Moran Mechanical Services is the contractor currently installing the York Air-Cooled Chiller System at the Kane County Judicial Center which is an ARPA approved and funded project. F.E. Moran was awarded the project based on a bid solicitation process (Bid #23-007). The amount for the required System upgrades is $232,016.00

Please review the attached Emergency Purchase Affidavit. If you agree with the Emergency Purchase Affidavit, the next step would be to sign the affidavit and add this to the next County Board meeting for approval in June.

COUNTY OF KANE

EMERGENCY PURCHASE AFFIDAVIT

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) states that "an emergency purchase equaling or exceeding $30,000 may be authorized ... in certain situations ... where immediate repairs are required to County property to protect or prevent against further loss or damage, where immediate action is required to prevent or minimize disruption to County Services ..." and "An emergency purchase shall be limited to those materials, supplies, equipment, services, construction and construction related services necessary to satisfy the emergency and these purchases shall be made with such competitive evaluation as is practicable under the circumstances ."

Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (B) further states that "A department seeking an emergency purchase shall prepare an emergency affidavit documenting both the existence of an emergency condition and the nature of the emergency. The department head shall sign the affidavit and submit to the county board chairman the emergency affidavit requesting authorization to make the emergency purchase."

Whereas, the Building Management Department has requested and received emergency purchase authorization from the Kane County Board Chairman, pursuant to Kane County Code Chapter 2, Article VI, Division 3, Section 2-217 (A) for purchase of Judicial Center Chiller System Upgrades: electrical upgrades, upgraded glycol mixture, air separator, and material cost escalation in an amount not to exceed $232,016 from budgeted Building Management Capital fund line items. Due to the urgency of the ARPA approved and funded chiller project these systems upgrades noted above are needed at this point during the project to ensure proper function of the new Air-cooled chillers; and

Whereas, this is an emergency due to impending weather conditions creating indoor temperatures exceeding 80 degrees, causing disruptions to the 16th Judicial Circuit, and normal procurement procedures will not facilitate the changes that are necessary in a timely manner, the County needs to immediately purchase these System Upgrades: electrical upgrades,

upgraded glycol mixture, air separator, and material cost escalation to insure proper function of the Air-Cooled chillers at the Kane County Judicial Center; and

Now therefore I, Roger Fahnestock, being duly sworn solemnly affirm that I am the Kane County Executive Director IT/BLD Management and hereby request authorization to purchase System Upgrades: electrical upgrades, upgraded glycol mixture, air separator, and material cost escalation related to the Kane County Judicial Center Chillers project from F.E. Moran Mechanical Services, 2283 Carlson Drive, Northbrook, IL 60062 that has supplied the new Air-Cooled chillers, services, and labor in the amount of $232,016 from budgeted Building Management Capital fund line items. I understand that this emergency procurement must be ratified by the County Board at the next regularly scheduled County Board meeting.

This affidavit is made pursuant to and in fulfillment of the emergency purchase affidavit provisions in the Kane County Purchasing Ordinance. I know and understand the contents of this affidavit and all statements herein are true and correct.

Roger Fahnestock 3/7/25

Signature of Affiant Date

~~Roger Fahnestock, Executive Director IT/~~Bldg Management, Kane County Information Technology

Subscribed and sworn before me this 7th day of March 2025.

(Seal)

OFFICIAL SEAL
Jane Tallitsch
NOTARY PUBLIC, STATE OF ILLINOIS
My Commission Expires 06/30/2025

Jane Tallitsch

Signature of Notary Public

My commission expires:

6/30/2025

I agree that this purchase meets the conditions of an emergency purchase and hereby authorize the purchase of System Upgrades: electrical upgrades, upgraded glycol mixture, air separator, and material cost escalation related to the Kane County Judicial Center Chiller project from F.E. Moran Mechanical Services 2283 Carlson Drive, Northbrook, IL 60062 that has supplied the new Air-Cooled chillers, services, and labor not to exceed $232,016 from budgeted Building Management Capital fund line items.

Signature of Authorizing Official

Corinne Pierog, Madam Chairman

March 7, 2025

Date

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-457

AUTHORIZING A CONTRACT FOR THE KANE COUNTY JUDICIAL CENTER PAVEMENT IMPROVEMENT PROJECT WITH GENEVA CONSTRUCTION COMPANY, INC. (BID# 25-014-TK)

WHEREAS, Kane County has solicited and received eight (8) bids (BID# 25-014-TK) for the Judicial Center Pavement Improvement Project by the March 28, 2025 2:00 p.m. deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications was Geneva Construction Company, Inc. 1350 Aurora Ave. Aurora, IL 60506; and

WHEREAS, this is a three (3) year contract with two (2) optional mutually agreed upon one (1) year extensions as outlines in the bid specifications; and

WHEREAS, the cost of the Kane County Judicial Center Pavement Improvement Project will be a not to exceed One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seven Dollars ($1,238,807); and

WHEREAS, funds have been budgeted and will be paid from the Building Management Capital fund- 500.800.805.72010.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized and directed to execute a three (3) year contract with Geneva Construction Company, Inc. 1350 Aurora Ave. Aurora, IL 60506 for the Kane County Judicial Center Pavement Improvement Project for the Building Management Department in the amount not to exceed One Million Two Hundred Thirty-Eight Thousand Eight Hundred Seven Dollars ($1,238,807).

Line Item: 500.800.805.72010, various
Line Item Description: Capital - Building Improvements, various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract for the Kane County Judicial Center Pavement Improvement Project with Geneva Construction Company, Inc. (BID#25-014-TK)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $1,238,807
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a contract with Geneva Construction Company, Inc. for the Judicial Center Pavement Improvement Project BID#25-014-TK). Overall 8 bids were received and Geneva Construction Company was awarded. The cost for this project is $1,238,807 and was budgeted in the FY2024 capital project list.

KANE COUNTY
OFFER TO CONTRACT FORM
For
25-014-TK
Kane County Judicial Center Pavement Improvement Project

Bid Due Date & Time: 2:00 p.m., CST on Friday, March 28, 2025.

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 211, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: GENEVA CONSTRUCTION CO.

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No. 1, No. 2, No._____, No._____, No._____, No._____, No._____, No._____, No._____, (Contractor to acknowledge addenda here).

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the Work and has made such independent investigations, as Contractor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

D. If a Prevailing Wage Act or Davis Bacon Act is required for the project, the responsive bidders must include with their bid a separate sheet showing trades to be employed and wage rates to be paid

III. BASE BID

The Undersigned agrees to furnish all labor, materials, and equipment necessary for the completion of the Judicial Center's Pavement Improvement and other required miscellaneous site work and services, per plans and specifications. This is an all-inclusive bid and prevailing wage rates apply to this project.

The vendor shall reference the Bidding Requirement and General Requirements sections of the Project Manual - **Project No. 230161** and include all required documents to this Offer to Contract Form.

The total amount of the Base Bid is:

The sum of: Dollars ($1,034,569.25)

ALLOWANCE

The Base Bid includes the following Allowance, as further described in Division 01 Section "Allowances" of the Project Manual:

1. The Bidder has included a $300,000 Owner's Contingency Allowance for the project Base Bid.

ALTERNATE BIDS:

ADD ALTERNATE #1 Pavement Cut Through Island: Additional demolition, pavement, concrete, and miscellaneous site work per the plans and specifications. The amount of Add Alternate #1 Bid is:

The sum of: Dollars ($25,256.25)

ADD ALTERNATE #2 Juvenile Justice Center Pavement: Additional demolition, pavement, curb, drainage improvements, and miscellaneous site work per the plans and specifications. The amount of Add Alternate #2 Bid is:

The sum of: Dollars ($132,061.02)

ADD ALTERNATE #3 Additional Parking: Additional demolition, pavement, curb, and miscellaneous site work per the plans and specifications. The amount of Add Alternate #3 Bid is:

The sum of: Dollars ($46,920.36)

ADD ALTERNATE #4 Expanded Parking Lot: Additional demolition, pavement, curb, drainage improvements, and miscellaneous site work per the plans and specifications. The amount of Add Alternate #4 Bid is:

The sum of: Dollars ($129,872.57)UNIT COST

1. Unit Price No. 1: Labor, material, and equipment required for Special Excavation (including Haul Off):
The sum of: FIFTY & 0/100 Dollars ($50.00) per cu. yd.

2. Unit Price No. 2: Labor, material, and equipment required for Porous Granular Embankment:
The sum of: FIFTY & 0/100 Dollars ($50.00) per cu. yd.

3. Unit Price No. 3: Labor, material, and equipment required for removal and replacement of sidewalk:
The sum of: TWENTY & 0/100 Dollars ($20.00) per sq. ft.

4. Unit Price No. 4: Labor, material, and equipment required for removal and replacement of curb & gutter:
The sum of: FIFTY & 0/100 Dollars ($50.00) per ln. ft.

5. Unit Price No. 5: Labor, material, and equipment required for full-depth removal and replacement HMA pavement patch (4" HMA over 12" CA6):
The sum of: TEN & 0/100 Dollars ($10.00) per sq. ft.

6. Unit Price No. 6: Labor, material, and equipment required for partial depth removal and replacement HMA pavement patch (4" HMA over existing stone base):
The sum of: SEVEN & 50/100 Dollars ($7.50) per sq. ft.

7. Unit Price No. 7: Labor, material, and equipment required for 2" HMA grind and overlay:
The sum of: TWO & 50/100 Dollars ($ 2.50) per sq. ft.

8. Unit Price No. 8: Labor, material, and equipment required to install Tensar Triax TX160 geogrid:
The sum of: FIVE & 0/100 Dollars ($5.00 PER SY) per

ADDITIONAL COMMENTS:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature _____ Typed Signature CASS W. PRICE - V.P.

Company GENEVA CONSTRUCTION CO.

Address/City/State P.O. BOX 998 AURORA, IL 60507-0998

Phone # 630-892-4357 Fax # 630-892-7738

Federal I.D./Social Security # 36-1126960 Date 03/28/25

ACCEPTANCE

The Offer is hereby accepted for the **KANE COUNTY JUDICIAL CENTER PAVEMENT IMPROVEMENT PROJECT**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number ***25-014-TK***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble of their bid response.

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 25-44), including the vendor bid form, as applicable.

✓: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

✓: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

✓: RESPONSIBLE BIDDER ORDINANCE FORM.
(See attached form, it is the sole responsibility of the bidders to comply with all the submission of the required supporting documents which must be submitted within seven (10) calendar days after receiving a written notice if not included in the response package)

✓: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

✓: PREVAILING WAGE RATES (Submit a statement acknowledging that the vendor has reviewed and agrees to pay no less than the applicable prevailing wage rates per specification, listing trades to be employed, based wage rates to be paid, and will strictly comply with the Prevailing Wage Act).

✓: Bid Bond (5%) required with bid submittal. The awarded Vendor must furnish a Performance Bond if awarding the contract.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☑ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☐ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

REFERENCES
JUDICIAL CENTER PAVEMENT IMPROVEMENT PROJECT
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:
Offeror's Name: GENEVA CONSTRUCTION CO.

1. Organization: City of Aurora
   Address: 44 E Downer Place
   City, State, Zip Code: Aurora IL 60507
   Telephone Number: 630-256-3207
   Contact Person: T.M Weidner
   Description of Project: 2024 Street Resurface Date of Project Summer 2024
   E-mail Address: weidnertm@aurora-il.us
2. Organization: City of Batavia
   Address: 100 Island Dr Batavia
   City, State, Zip Code: Batavia IL 60510
   Telephone Number: 630-454-2720
   Contact Person: _____ rbair@batavil.gov
   Description of Project: Resurface Date of Project Summer 2024
   E-Mail Address: Atlas
3. Organization: City of St Charles
   Address: 2 E Main St
   City, State, Zip Code: St Charles IL
   Telephone Number: 630-377-4408
   Contact Person: Chris Gottlieb
   Description of Project: Resurface Date of Project Summer 2024
   E-Mail Address: cgottlieb@stcharlesil.gov
4. Organization: KDOT
   Address: 41W011 Burlington Rd
   City, State, Zip Code: St Charles IL 60175
   Telephone Number: 630-444-3148
   Contact Person: David Stalo
   Description of Project: Resurface Date of Project Fall 22 - Spring 23
   E-Mail Address: stalo.david@co.kane.il.us

RESPONSIBLE BIDDER REQUIREMENTS FORM

To be completed by the Contractor/Subcontractor

Project Description: Kane County JC Pavement **Contract Number:** 25-014-TK
Business Name: GENEVA CONSTRUCTION CO.
Business Address: P.O. BOX 908 AURORA, IL 60507-0998
Contact Person: CASS W. PRICE - V.P.

Phone: 630-892-4357 **E-mail:** Cass@genevaconstruction.net

Contractor and all subcontractors shall complete this Responsible Bidder Requirements Form ("Form") and submit supporting documentation as required pursuant to Kane County Ordinance No. 23-340. Contractor must submit this Form and all related evidence with its bid. Contractor shall be responsible for providing this Form to all subcontractors who will perform work on the project. All subcontractors' Forms and supporting documentation must be submitted no later than the date and time of the contract award. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

For the remainder of this Form, "Contractor" refers to the general contractor and all subcontractors. Each item must be answered. If the question is not applicable, answer "NA." If the answer is none, answer "none."

The certifications set forth in this Form and all documents attached hereto shall become a part of any contract awarded to the Contractor. Furthermore, Contractor shall comply with these certifications during the term and/or performance of the contract.

The undersigned CASS W. PRICE (Name), as Vice President (Title) and on behalf of GENEVA CONSTRUCTION CO. (Contractor) having been duly sworn under oath certifies that:

Business Organization

The form of business organization of the Contractor is (check one):

__ Sole Proprietor or Partnership
✓ Corporation
__ LLC
__ Independent Contractor (Individual)

If contractor/subcontractor is a corporation, indicate the state and the date of incorporation:

Illinois

Authorized to do business in the State of Illinois:

Yes [✓] No [ ]

Describe supporting documentation attached: _____

Registered with Illinois Department of Revenue: Yes [✓] No [ ]

Describe supporting documentation attached (if "No," explain):

Registered with Illinois Department of Employment Security: Yes [✓] No [ ]

Describe supporting documentation attached (if "No," explain):

Tax liens or tax delinquencies

Any federal, state or local tax liens or tax delinquencies against the Contractor or any officers of the Contractor in the last five (5) years: Yes [ ] No [✓]

"No" means "not applicable." If "yes," describe lien/delinquencies and resolution: _____

Workers' Compensation

Contractor's employees who will perform work on the project are:

Covered under a current workers' compensation policy: Yes [✓] No [ ]

Properly classified under such policy: Yes [✓] No [ ]

Describe supporting documentation attached:
On Insurance Certificate

Prevailing Wage Compliance

Contractor has complied with all provisions of the Illinois Prevailing Wage Act and federal Davis-Bacon and related Acts, and all rules and regulations therein, for the past five (5) years:

Yes [✓] No [ ]

Contractor has reviewed the applicable prevailing wage law, including the Illinois Prevailing Wage Act, and federal Davis-Bacon Act:

Yes [✓] No [ ]

Contractor will pay the applicable prevailing wage rates:

Yes [✓] No [ ]

Contractor will strictly comply with applicable prevailing wage laws:

Yes [✓] No [ ]

Contractor has not been found by the Illinois Department of Labor to be in violation of the Illinois Prevailing Wage Act twice within the past three-year period.
("Yes" indicates compliance with the Act):

Yes [✓] No [ ]

If the above answer is "No," list the date(s) of the Department's finding of a violation:

_____

_____

_____

Substance Abuse

Contractor complies with the Substance Abuse Prevention on Public Works Projects Act by:

Attaching a written substance abuse program in effect for its employees that meets or exceeds the requirements of the Act; or:
Yes [✓] No [ ]

Attaching applicable provision from a collective bargaining agreement in effect for its employees that deals with the subject matter of the Act.
Yes [✓] No [ ]

Employee Classification

Contractor's employees that will perform work on the project are properly classified as an employee or independent contractor under all applicable state and federal laws and local ordinances:

N/A [ ] Yes [✓] No [ ]

LiUNA!
Chicagoland
LABORERS'
District Council Training & Apprentice Fund

(630) 653-0006
chicagolaborers.org

July 18, 2023

Geneva Construction
1350 Aurora Ave.
Aurora, IL 60505

To Whom It May Concern:

Enclosed you will please find a copy of the Department of Labor certification that you requested recently.

You may also use this letter as verification that Geneva Construction is indeed signatory to the Chicagoland Laborers District Council, is current and contribute to the Laborers Apprenticeship Fund.

Should you require anything further, please do not hesitate to contact me.

Yours very truly,

Miranda Maddie
Office Manager

Carol Stream
1200 Old Gary Avenue
Carol Stream, IL 60188

Labor Trustees
James P. Connolly, *Chairman*
Michael Bivins
Shawn Fitzgerald
Martin Flanagan
Joseph V. Healy
Loyd "Curly" Vaughn

Executive Director
Keith Vitale

LiUNA! Feel the Power
SECRET 42-L

Management Trustees
David Lorig, *Secretary*
Seth Gudeman
Shane Higgins
Joseph Koppers
Robert G. Krug
William Vignocchi

Chicago
5700 West Homer St.
Chicago, IL 60639

The United States Department of Labor

Office of Apprenticeship Training, Employer and Labor Services

Bureau of Apprenticeship and Training

Certificate of Registration

Chicagoland Laborers' J.A.T.C.
Carol Stream, Illinois
For the Trade - Construction Craft Laborer
Registered as part of the National Apprenticeship Program
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

April 12, 1999
Date REVISED August 13, 2004

IL017990001
Registration No.



Secretary of Labor

Administrator, Apprenticeship Training, Employer and Labor Services

NORTHERN IL. OPCMIA LOCAL 11 JATC
1102 RAIL DR. WOODSTOCK, IL 60098
OFFICE: 815-527-7489
FAX: 815-308-5295
E-Mail: joe@apprenticeshiplocal11.com

To whom it may concern: 07-17-2023.

Local 11 OPCMIA, Plasterers and Cement Masons verifies that Geneva Construction is a signatory contractor that participates in the National Register Apprenticeship Program with Northern Illinois Plasterers & Cement Masons JATC, Local 11 Joint Apprenticeship Training Program. Registration # (IL004890005)

Sincerely,

Joseph L Savoia

Joe Savoia
Apprentice Coordinator Local 11 JATC
1102 Rail Dr.
Woodstock IL, 60098
Office- 815-527-7489
Email-joe@apprenticeshiplocal11.com

CEMENT MASONS' UNION
LOCAL NO. 502

"Unified Strength Since 1914"

OPERATIVE PLASTERERS' AND CEMENT MASONS' INTERNATIONAL ASSOCIATION
OF THE UNITED STATES AND CANADA

739 SOUTH 25th AVENUE - BELLWOOD, ILLINOIS 60104
PHONE: 708-544-9100 FAX: 708-544-0232

August 2, 2023

Reference: Geneva Construction

To whom it may concern:

As a signatory contractor with the International Union of Cement Masons' Union Local 502, Geneva Construction is required by Collective Bargaining Agreement to participate in an applicable Apprenticeship and Training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training.

I am submitting this letter. Our Apprenticeship Program I1L008820041 is registered with the Department of Labor, Bureau of Apprenticeship and Training.

If you have any questions, please feel free to call 708-544-9100 Ext. 214.

Sincerely,

Lawrence J. Picardi Sr.

Lawrence J. Picardi Sr.
Secretary Treasurer

INTERNATIONAL UNION OF OPERATING ENGINEERS

LOCAL UNION NO. 150, 150B, 150A, 150C, 150RA, 150D, 150G, 150M

AFFILIATED WITH THE A.F.L.-C.I.O. AND BUILDING TRADES DEPARTMENT

JAMES M. SWEENEY
PRESIDENT-BUSINESS MANAGER

(708) 482-6800 - FAX (708) 482-7186
6200 JOLIET ROAD
COUNTRYSIDE, IL 60525-3992

August 2, 2023

Geneva Construction Company, Inc
P.O. Box 998
Indian Trail and Route 25
Aurora, Il 60507

Re: Proof of Compliance with 30 ILCS 500/30-22(6)
Our File No. MI-00321

Dear Sir or Madam:

At the request of Geneva Construction Company, Inc., I am providing you with evidence of the Company's compliance with the apprenticeship requirements in 30 ILCS 500/30-22(6) of the Illinois Procurement Code. I am submitting this letter along with apprenticeship certificates (Nos.IL012020003 and IL008780173).

As a signatory contractor with the International Union of Operating Engineers, Local 150, AFL-CIO, Geneva Construction Company, Inc., is required by Collective Bargaining Agreement to participate in an applicable apprenticeship and training program approved by and registered with the United States Department of Labor's Bureau of Apprenticeship and Training. The attached certificates are evidence of compliance with the U.S. Department of Labor's apprenticeship requirements.

Thank you for your cooperation in this matter. If you have any questions or concerns, please do not hesitate to contact me.

Very truly yours,

IUOE, Local 150, AFL-CIO
District 1 dispatch office

Maribel Hernandez

Enclosures: Certificates

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer (Heavy Equipment Technician)

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

May 5, 2002
Date Revised June 21, 2011

Registration No. IL012020003

Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

06

The United States Department of Labor

Office of Apprenticeship

Certificate of Registration of Apprenticeship Program

Operating Engineers Local 150 Apprenticeship Fund
Wilmington, Illinois
For the Trade – Operating Engineer

Registered as part of the National Apprenticeship System
in accordance with the basic standards of apprenticeship
established by the Secretary of Labor

December 31, 1978
Date Revised June 23, 2011

Registration No. IL008780173

Hilda L. Solis
Secretary of Labor

Administrator, Office of Apprenticeship

Professional or Trade Licenses

Contractor will possess all applicable professional and trade licenses required for performing the Contract work:
Yes [✓] No [ ]

Describe supporting documentation of such licenses:

_____

_____

If any of the above license(s) have been revoked or suspended, state the date and reason for suspension/revocation:

_____

_____

Registered Apprenticeship Programs

Contractor participates in apprenticeship training programs approved by and registered with the United States Department of Labor applicable to each trade it will perform on the project:

Yes [✓] No [ ]

Each program meets the requirement that a program has graduated at least five (5) apprentices in each of the past five (5) years :

Yes [✓] No [ ]

Please attach documentation that evidences (i) Contractor's participation in applicable registered programs and (ii) that each program meets the graduation requirement.

Safety & Health Activities

Contractor confirms that is has OSHA cards on file showing 10-hour or greater safety programs completed for all employees performing construction on project and who face hazards on the job:

Yes [✓] No [ ]

Subcontractors

Contractor has disclosed the name and address of each subcontractor for whom the contractor has accepted a bid and/or intends to hire on any part of the project (Form A):

Yes [✓] No [ ]

Contractor provided a Form to all of the above-referenced subcontractors:

Yes [✓] No [ ]

Rate Determination

IDES
ILLINOIS DEPARTMENT OF EMPLOYMENT SECURITY

ides.illinois.gov

#BWNKMGV
#CNXX XX72 3398 44X7#
GENEVA CONSTRUCTION CO
GENEVA CONSTRUCTION CO
PO BOX 998
AURORA IL 60507-0998

01/03

Mail Date: 12/02/2024
Letter ID: CNXXXX72339844X7

Account ID: 0012635
Name: GENEVA CONSTRUCTION CO
Protest Due Date: 12/17/2024
For Calendar Year: 2025
Wage Base: $13,916.00

Documentation Attached (Contractor must initial next to each item):

✓ **Table A:** Name and address of subcontractors from whom Contractor has accepted a bid or intends to hire to perform work on any part of the project.
NOTE: All subcontractors shall complete and submit an Affidavit of Compliance no later than the date the subcontractor commences work on the project.

____ **Table B:** Additional Information Required

✓ **Certificate of Good Standing**
(or other evidence of compliance with laws pre-requisite to doing business in the state)

✓ **Illinois Department of Revenue registration**

✓ **Illinois Department of Employment Security registration**

✓ **Evidence of participation is applicable registered apprenticeship programs**

✓ **Evidence that each apprenticeship program meets RBO graduation requirement**

✓ **Substance Abuse Prevention program (or applicable provision from CBA in effect)**

✓ **Written Safety Policy Statement signed by company representative**

✓ **OSHA cards evidencing 10-hour or greater safety program, if requested**

____ **Workers' Compensation Coverage**

✓ **Professional or Trade Licenses**

Illinois Department of Transportation

Substance Abuse Prevention Program Certification

Contract Number	District	Letting Date
25-014-TK		03/28/24

Route	County
Justice Center	Kane

Project Number	Job Number

Section Number

The Substance Abuse Prevention on Public Works Act, Public Act 95-0635, prohibits the use of drugs and alcohol, as defined in the Act, by employees of the Contractor and by employees of all approved Subcontractors while performing work on a public works project. The Contractor/Subcontractor herewith certifies that it has a superseding collective bargaining agreement or makes the public filing of its written substance abuse prevention program for the prevention of substance abuse among its employees who are not covered by a collective bargaining agreement dealing with the subject as mandated by the Act.

A. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has signed collective bargaining agreements that are in effect for all of its employees, and that deal with the subject matter of Public Act 95-0635.

Contractor/Subcontractor

Geneva Construction Company

Name of Authorized Representative (type or print)

Cass W. Price

Title of Authorized Representative (type or print)

Vice President

Signature of Authorized Representative	Date
	03/28/25

B. The undersigned representative of the Contractor/Subcontractor certifies that the contracting entity has in place for all of its employees not covered by a collective bargaining agreement that deals with the subject of the Act, the attached substance abuse prevention program that meets or exceeds the requirements of Public Act 95-0635.

Contractor/Subcontractor

Name of Authorized Representative (type or print)

Title of Authorized Representative (type or print)

Signature of Authorized Representative	Date

GENEVA CONSTRUCTION COMPANY, INC.
SINCE 1926

P.O.BOX 998
INDIAN TRAIL AND ROUTE 25
AURORA, ILLINOIS
60507-0998
•
TELEPHONE 630 892-4357
FAX 630 892-7738

March 28 , 2025

To Whom It May Concern,

Geneva construction Company has and established safety policy and manual. We also contract with an outside safety consultant. A copy of our safety manual is available by request as it is to large to attach to proposal .

Cass W. Price
Vice President

03/28/25
Date

Subscribed and Sworn this 28th day of March, 2025

Notary Public

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

Table A

Subcontractors who will Perform Work on the Project

Name	Address	Work to be Performed
JE LANDWORKS UNLIMITED INC	P.O. BOX 4245 AURORA, IL 60507	LANDSCAPING
UTILITY DYNAMICS CORP.	23 COMMERCE DR OSWEGO, IL 60543	ELECTRICAL
WINNINGER EXCAVATING, INC	8845 SCHOGER DR NAPERVILLE, IL 60564	UNDERGROUND UTILITIES
STEVE PIPER & SONS, INC	31W320 RAMM DR NAPERVILLE, IL 60564	TREE REMOVAL
DEMARR SEALCOATING, INC	240 E HELEN RD PALATINE, IL 60067	STRIPING
MACKIE CONSULTANTS	9575 W. HIGGINS RD SUITE 500 ROSEMONT, IL 60018	CONSTRUCTION LAYOUT

Table B **Additional Information Required**

If required in the bid specifications, Contractor shall complete items I and/or II below:

I. Statement of past three (3) years' experience on public construction projects.

Public Body/ Project Name/Year	Reference Name/ Phone #	Original Price/ Final price	Subcontractors

II. List any determinations by a court or governmental agency for violations of federal, state or local laws, including but not limited to violations of contracting or antitrust laws, tax or licensing laws, environmental laws, the Occupational Safety and Health Act (OSHA), the National Labor Relations Act (NLRA), or federal Davis-Bacon and related Acts.

Date	Law	Determination	Penalty
		NONE	

CONTRACTOR VERIFICATION

I certify that I am authorized to execute this Contractor Verification on behalf of the Contractor set forth on page one (1), that I have personal knowledge of all the information set forth herein, and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340. Failure to comply with all submission requirements set forth in Kane County Ordinance No. 23-340 is grounds for the County of Kane to determine that a submission is incomplete, which may result in a determination that Contractor is not a responsible bidder.

The Contractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Form. Failure to comply with this requirement is grounds for the Contractor to be deemed a non-responsible bidder.

Signature of Authorized Officer

CASS W. PRICE - V.P.

Name of Authorized Officer (Print or Type)

Title

630-892-4357

Telephone Number

Subscribed and sworn to
before me this 28th day of
March, 2025

Notary Public Signature & Seal

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

SUBCONTRACTOR VERIFICATION

I certify that I am authorized to execute this Subcontractor Verification on behalf of the Subcontractor set forth on page one (1), that I have personal knowledge of all the information set forth herein and that all statements, representations, information and documents provided in or with this Form and attachments hereto are true and accurate and are submitted in compliance with the requirements of Kane County Ordinance No. 23-340.

The Subcontractor shall report any change in any of the facts stated in this Form within fourteen (14) days of the effective date of such change by completing and submitting a new Affidavit. Failure to comply with this requirement is grounds for the project owner to withhold payment due for work performed.

Signature of Authorized Officer

CASS W. PRICE - V.P.

Name of Authorized Officer (Print or Type)

Title

630-892-4357

Telephone Number

Subscribed and sworn to
before me this 28th day of
March, 2025

Notary Public Signature & Seal

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

GENEVA CONSTRUCTION COMPANY, INC.
SINCE 1926

P.O.BOX 998
INDIAN TRAIL AND ROUTE 25
AURORA, ILLINOIS
60507-0998
•
TELEPHONE 630 892-4357
FAX 630 892-7738

March 28 , 2025

As of January 27, 2025, Geneva Construction Company, to the best of our knowledge the Owners, Officers, or Executives have not made any political campaign contributions to ant Kane County Elected Official in the last 12- month period.

Below is a list of shareholders with ownership holdings of more than 5% in Geneva Construction Company:

John B Bryan — 50%
17F Ashe Road
Sugar Grove, IL 60554

Michael P. Bryan — 50%
590 S Bowgren Circle
Elburn , IL 60119

Cass W. Price
Vice President

03/28/25
Date

Subscribed and Sworn this 28th day of March, 2025

Notary Public

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

GENEVA CONSTRUCTION COMPANY, INC.
SINCE 1926

P.O.BOX 998
INDIAN TRAIL AND ROUTE 25
AURORA, ILLINOIS
60507-0998
•
TELEPHONE 630 892-4357
FAX 630 892-7738

March 28, 2025

FAMILIAL RELATIONSHIP DISCLOUSURE

As of January 27, 2025, Geneva Construction Company, to the best of our knowledge the Owners, Officers, or Executives do not have a familial relationship with any Kane County Elected Official or County Department Director in the last 12 month period. "Familial Relationship" is defined in the Public Act 101-0544

The County may deny, suspend, or terminate the eligibility of a person, firm, coproration, association, institution, or other legal entity to participate as a vendor for goods and services to the County , if the vendor, for contracts greater than $30,000.00, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Cass W. Price
Vice President

03/28/25
Date

Subscribed and Sworn this 28th day of March, 2025

Notary Public

BETHANY L. BRADLEY
OFFICIAL SEAL
Notary Public - State of Illinois
My Commission Expires Oct 17, 2025

GENEVA CONSTRUCTION COMPANY, INC.
SINCE 1926

P.O.BOX 998
INDIAN TRAIL AND ROUTE 25
AURORA, ILLINOIS
60507-0998
•
TELEPHONE 630 892-4357
FAX 630 892-7738

January 27, 2025

Prevailing Wage Rates

To Whom it May Concern,

Geneva Construction Company is a union contractor and per specifications in the contract agrees to pay prevailing wage rates on our projects. I have attached a copy of the current wage rates for Kane County.

Sincerely,

Cass W. Price
Vice President
Geneva Construction Company

Kane County Prevailing Wage Rates posted on 3/3/2025

						Overtime										
Trade Title	Rg	Type	C	Base	Foreman	M-F	Sa	Su	Hol	H/W	Pension	Vac	Trng	Other Ins	Add OT 1.5x owed	Add OT 2.0x owed
ASBESTOS ABT-GEN	All	ALL		50.15	51.15	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
ASBESTOS ABT-MEC	All	BLD		41.27	44.57	1.5	1.5	2.0	2.0	15.84	16.02	0.00	0.90		3.11	6.21
BOILERMAKER	All	BLD		55.76	60.77	2.0	2.0	2.0	2.0	6.97	26.44	0.00	3.34	1.95	0.00	38.26
BRICK MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98
CARPENTER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
CEMENT MASON	All	ALL		51.00	53.00	2.0	1.5	2.0	2.0	12.19	29.96	0.00	0.80	0.00	0.00	0.00
CERAMIC TILE FINISHER	All	BLD		47.09	47.09	1.5	1.5	2.0	2.0	13.00	16.82	0.00	1.09	0.00	5.17	10.34
CERAMIC TILE LAYER	All	BLD		54.84	59.84	1.5	1.5	2.0	2.0	13.00	20.68	0.00	1.17	0.00	7.15	14.30
COMMUNICATION TECHNICIAN	N	BLD		46.63	49.03	1.5	1.5	2.0	2.0	14.67	19.15	0.00	0.93		10.03	20.08
COMMUNICATION TECHNICIAN	S	BLD		47.11	50.36	1.5	1.5	2.0	2.0	17.30	17.69	0.00	1.65		0.00	0.00
ELECTRIC PWR EQMT OP	All	ALL		50.82	69.34	1.5	1.5	2.0	2.0	7.25	14.22	0.00	1.52	1.52	8.63	17.26
ELECTRIC PWR GRNDMAN	All	ALL		39.04	69.34	1.5	1.5	2.0	2.0	7.25	10.93	0.00	1.17	1.17	6.63	13.27
ELECTRIC PWR LINEMAN	All	ALL		61.09	69.34	1.5	1.5	2.0	2.0	7.25	17.10	0.00	1.83	1.83	10.38	20.76
ELECTRIC PWR TRK DRV	All	ALL		40.46	69.34	1.5	1.5	2.0	2.0	7.25	11.33	0.00	1.21	1.21	6.87	13.75
ELECTRICIAN	N	ALL		55.99	60.39	1.5	1.5	2.0	2.0	16.54	22.78	0.00	1.68	0.00	12.23	24.46
ELECTRICIAN	S	BLD		57.32	63.05	1.5	1.5	2.0	2.0	17.05	22.05	0.00	2.00	0.00	0.00	0.00
ELEVATOR CONSTRUCTOR	All	BLD		67.84	76.32	2.0	2.0	2.0	2.0	16.18	20.96	5.42	0.75		0.00	0.00
FENCE ERECTOR	All	ALL		48.53	54.35	1.5	1.5	2.0	2.0	13.21	26.70	0.00	1.80	0.00	0.00	0.00
GLAZIER	All	BLD		51.55	53.05	1.5	2.0	2.0	2.0	15.64	26.18	0.00	2.27	0.00	0.00	0.00
HEAT/FROST INSULATOR	All	BLD		55.02	58.32	1.5	1.5	2.0	2.0	15.84	19.01	0.00	0.90		4.60	9.20
IRON WORKER	All	ALL		53.40	59.81	2.0	2.0	2.0	2.0	13.21	30.79	0.00	1.80	0.00	0.00	0.00
LABORER	All	ALL		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
LATHER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
MACHINIST	All	BLD		58.39	62.39	1.5	1.5	2.0	2.0	9.93	8.95	1.85	1.47		0.00	0.00
MARBLE FINISHER	All	ALL		39.50	53.55	1.5	1.5	2.0	2.0	12.70	22.32	0.00	0.73	0.00	2.88	5.76
MARBLE SETTER	All	BLD		51.00	56.10	1.5	1.5	2.0	2.0	12.70	24.01	0.00	0.92	0.00	3.73	7.45

Kane County Prevailing Wage Rates posted on 3/3/2025

MATERIAL TESTER I	All	ALL		40.15		1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
MATERIALS TESTER II	All	ALL		45.15		1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
MILLWRIGHT	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	1	60.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	2	59.50	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	3	56.95	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	4	55.20	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	5	64.55	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	6	61.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	BLD	7	63.80	64.80	2.0	2.0	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	FLT		50.50	50.50	1.5	1.5	2.0	2.0	23.95	21.40	2.00	2.85	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	1	59.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	2	58.45	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	3	56.40	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	4	55.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	5	53.80	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	6	62.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
OPERATING ENGINEER	All	HWY	7	60.00	63.00	1.5	1.5	2.0	2.0	23.70	20.80	2.00	2.70	0.00	0.00	0.00
ORNAMENTAL IRON WORKER	E	ALL		57.51	60.51	2.0	2.0	2.0	2.0	14.31	26.50	0.00	2.00	0.00	0.00	0.00
PAINTER	All	ALL		53.05	55.05	1.5	1.5	1.5	2.0	16.08	9.90	0.00	1.65	0.00	0.00	0.00
PAINTER - SIGNS	All	BLD		46.76	52.53	1.5	1.5	2.0	2.0	8.20	16.81	0.00	0.00	0.00	0.00	0.00
PILEDRIVER	All	ALL		55.11	57.11	1.5	1.5	2.0	2.0	12.89	26.87	1.55	0.93	0.00	0.00	0.00
PIPEFITTER	All	BLD		57.00	60.00	1.5	1.5	2.0	2.0	13.65	22.85	0.00	3.12	0.00	0.00	0.00
PLASTERER	All	BLD		50.00	53.00	1.5	1.5	2.0	2.0	17.81	21.22	0.00	1.15		0.00	0.00
PLUMBER	All	BLD		58.55	62.05	1.5	1.5	2.0	2.0	17.75	17.74	0.00	1.83		0.00	0.00
ROOFER	All	BLD		50.25	55.25	1.5	1.5	2.0	2.0	11.98	17.34	0.00	1.11	0.00	0.00	0.00
SHEETMETAL WORKER	All	BLD		56.35	60.86	1.5	1.5	2.0	2.0	15.41	19.83	0.00	1.79	2.62	0.00	0.00
SPRINKLER FITTER	All	BLD		60.00	62.75	1.5	1.5	2.0	2.0	14.95	19.40	0.00	1.10	0.00	0.00	0.00
STONE MASON	All	BLD		52.06	57.27	1.5	1.5	2.0	2.0	12.70	24.54	0.00	1.24	0.00	3.99	7.98

Kane County Prevailing Wage Rates posted on 3/3/2025

SURVEY WORKER	All	BLD		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
SURVEY WORKER	All	HWY		50.15	50.90	1.5	1.5	2.0	2.0	15.53	19.10	0.00	0.91		0.00	0.00
TERRAZZO FINISHER	All	BLD		48.94	48.94	1.5	1.5	2.0	2.0	13.00	18.42	0.00	1.11	0.00	4.22	8.44
TERRAZZO MECHANIC	All	BLD		52.85	56.35	1.5	1.5	2.0	2.0	13.00	19.81	0.00	1.15	0.00	4.47	8.94
TRAFFIC SAFETY WORKER I	All	HWY		42.10	43.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRAFFIC SAFETY WORKER II	ALL	HWY		43.10	44.70	1.5	1.5	2.0	2.0	11.11	9.81	0.00	1.05	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	1	44.06		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	2	44.21		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	3	44.41		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TRUCK DRIVER	All	ALL	4	44.61		1.5	1.5	2.0	2.0	11.65	15.35	0.00	0.25	0.00	0.00	0.00
TUCKPOINTER	All	BLD		51.53	52.53	1.5	1.5	2.0	2.0	10.05	22.66	0.00	1.15	0.00	0.00	0.00

Legend

Rg Region
Type Trade Type - All,Highway,Building,Floating,Oil & Chip,Rivers
C Class
Base Base Wage Rate
OT M-F Unless otherwise noted, OT pay is required for any hour greater than 8 worked each day, Mon through Fri. The number listed is the multiple of the base wage.
OT Sa Overtime pay required for every hour worked on Saturdays
OT Su Overtime pay required for every hour worked on Sundays
OT Hol Overtime pay required for every hour worked on Holidays
H/W Health/Welfare benefit
Vac Vacation
Trng Training
Other Ins Employer hourly cost for any other type(s) of insurance provided for benefit of worker.

Explanations KANE COUNTY

ELECTRICIANS AND COMMUNICATIONS TECHNICIAN (NORTH) - Townships of Burlington, Campton, Dundee, Elgin, Hampshire, Plato, Rutland, St. Charles (except the West half of Sec. 26, all of Secs. 27, 33, and 34, South half of Sec. 28, West half of Sec. 35), Virgil and Valley View CCC and Elgin Mental Health Center.

The following list is considered as those days for which holiday rates of wages for work performed apply: New Years Day, Memorial Day, Fourth of July, Labor Day, Thanksgiving Day, Christmas Day and Veterans Day in some classifications/counties. Generally, any of these holidays which fall on a Sunday is celebrated on the following Monday. This then makes work performed on that Monday payable at the appropriate overtime rate for holiday pay. Common practice in a given local may alter certain

days of celebration. If in doubt, please check with IDOL.

EXPLANATION OF CLASSES

ASBESTOS - GENERAL - removal of asbestos material/mold and hazardous materials from any place in a building, including mechanical systems where those mechanical systems are to be removed. This includes the removal of asbestos materials/mold and hazardous materials from ductwork or pipes in a building when the building is to be demolished at the time or at some close future date.

ASBESTOS - MECHANICAL - removal of asbestos material from mechanical systems, such as pipes, ducts, and boilers, where the mechanical systems are to remain.

CERAMIC TILE FINISHER

The grouting, cleaning, and polishing of all classes of tile, whether for interior or exterior purposes, all burned, glazed or unglazed products; all composition materials, granite tiles, warning detectable tiles, cement tiles, epoxy composite materials, pavers, glass, mosaics, fiberglass, and all substitute materials, for tile made in tile-like units; all mixtures in tile like form of cement, metals, and other materials that are for and intended for use as a finished floor surface, stair treads, promenade roofs, walks, walls, ceilings, swimming pools, and all other places where tile is to form a finished interior or exterior. The mixing of all setting mortars including but not limited to thin-set mortars, epoxies, wall mud, and any other sand and cement mixtures or adhesives when used in the preparation, installation, repair, or maintenance of tile and/or similar materials. The handling and unloading of all sand, cement, lime, tile, fixtures, equipment, adhesives, or any other materials to be used in the preparation, installation, repair, or maintenance of tile and/or similar materials. Ceramic Tile Finishers shall fill all joints and voids regardless of method on all tile work, particularly and especially after installation of said tile work. Application of any and all protective coverings to all types of tile installations including, but not be limited to, all soap compounds, paper products, tapes, and all polyethylene coverings, plywood, masonite, cardboard, and any new type of products that may be used to protect tile installations, Blastrac equipment, and all floor scarifying equipment used in preparing floors to receive tile. The clean up and removal of all waste and materials. All demolition of existing tile floors and walls to be re-tiled.

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security systems, fire alarm systems that are a component of a multiplex system and share a common cable, and data inside wire, interconnect, terminal equipment, central offices, PABX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

Loading and unloading trucks, distribution of all materials (all stone, sand, etc.), stocking of floors with material, performing all rigging for heavy work, the handling of all material that may be needed for the installation of such materials, building of scaffolding, polishing if needed, patching, waxing of material if damaged, pointing up, caulking, grouting and cleaning of marble,

holding water on diamond or Carborundum blade or saw for setters cutting, use of tub saw or any other saw needed for preparation of material, drilling of holes for wires that anchor material set by setters, mixing up of molding plaster for installation of material, mixing up thin set for the installation of material, mixing up of sand to cement for the installation of material and such other work as may be required in helping a Marble Setter in the handling of all material in the erection or installation of interior marble, slate, travertine, art marble, serpentine, alberene stone, blue stone, granite and other stones (meaning as to stone any foreign or domestic materials as are specified and used in building interiors and exteriors and customarily known as stone in the trade), carrara, sanionyx, vitrolite and similar opaque glass and the laying of all marble tile, terrazzo tile, slate tile and precast tile, steps, risers treads, base, or any other materials that may be used as substitutes for any of the aforementioned materials and which are used on interior and exterior which are installed in a similar manner.

MATERIAL TESTER I: Hand coring and drilling for testing of materials; field inspection of uncured concrete and asphalt.

MATERIAL TESTER II: Field inspection of welds, structural steel, fireproofing, masonry, soil, facade, reinforcing steel, formwork, cured concrete, and concrete and asphalt batch plants; adjusting proportions of bituminous mixtures.

OPERATING ENGINEER - BUILDING

Class 1. Asphalt Plant; Asphalt Spreader; Autograde; Backhoes with Caisson Attachment; Batch Plant; Benoto (requires Two Engineers); Boiler and Throttle Valve; Caisson Rigs; Central Redi-Mix Plant; Combination Back Hoe Front End-loader Machine; Compressor and Throttle Valve; Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Conveyor (Truck Mounted); Concrete Paver Over 27E cu. ft; Concrete Paver 27E cu. ft. and Under: Concrete Placer; Concrete Placing Boom; Concrete Pump (Truck Mounted); Concrete Tower; Cranes, All; Cranes, Hammerhead; Cranes, (GCI and similar Type); Creter Crane; Spider Crane; Crusher, Stone, etc.; Derricks, All; Derricks, Traveling; Formless Curb and Gutter Machine; Grader, Elevating; Grouting Machines; Heavy Duty Self-Propelled Transporter or Prime Mover; Highlift Shovels or Front Endloader 2-1/4 yd. and over; Hoists, Elevators, outside type rack and pinion and similar machines; Hoists, One, Two and Three Drum; Hoists, Two Tugger One Floor; Hydraulic Backhoes; Hydraulic Boom Trucks; Hydro Vac (and similar equipment); Locomotives, All; Motor Patrol; Lubrication Technician; Manipulators; Pile Drivers and Skid Rig; Post Hole Digger; Pre-Stress Machine; Pump Cretes Dual Ram; Pump Cretes: Squeeze Cretes-Screw Type Pumps; Gypsum Bulker and Pump; Raised and Blind Hole Drill; Roto Mill Grinder; Scoops - Tractor Drawn; Slip-Form Paver; Straddle Buggies; Operation of Tie Back Machine; Tournapull; Tractor with Boom and Side Boom; Trenching Machines.

Class 2. Boilers; Broom, All Power Propelled; Bulldozers; Concrete Mixer (Two Bag and Over); Conveyor, Portable; Forklift Trucks; Highlift Shovels or Front Endloaders under 2-1/4 yd.; Hoists, Automatic; Hoists, Inside Elevators; Hoists, Sewer Dragging Machine; Hoists, Tugger Single Drum; Laser Screed; Rock Drill (Self-Propelled); Rock Drill (Truck Mounted); Rollers, All; Steam Generators; Tractors, All; Tractor Drawn Vibratory Roller; Winch Trucks with "A" Frame.

Class 3. Air Compressor; Combination Small Equipment Operator; Generators; Heaters, Mechanical; Hoists, Inside Elevators (remodeling or renovation work); Hydraulic Power Units (Pile Driving, Extracting, and Drilling); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Low Boys; Pumps, Well Points; Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 4. Bobcats and/or other Skid Steer Loaders; Oilers; and Brick Forklift.

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welders.

OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

Class 1. Asphalt Plant; Asphalt Heater and Planer Combination; Asphalt Heater Scarfire; Asphalt Spreader; Autograder/GOMACO or other similar type machines: ABG Paver; Backhoes with Caisson Attachment; Ballast Regulator; Belt Loader; Caisson Rigs; Car Dumper; Central Redi-Mix Plant; Combination Backhoe Front Endloader Machine, (1 cu. yd. Backhoe Bucket or over or with attachments); Concrete Breaker (Truck Mounted); Concrete Conveyor; Concrete Paver over 27E cu. ft.; Concrete Placer; Concrete Tube Float; Cranes, all attachments; Cranes, Tower Cranes of all types: Creter Crane: Spider Crane; Crusher, Stone, etc.; Derricks, All; Derrick Boats; Derricks, Traveling; Dredges; Elevators, Outside type Rack & Pinion and Similar Machines; Formless Curb and Gutter Machine; Grader, Elevating; Grader, Motor Grader, Motor Patrol, Auto Patrol, Form Grader, Pull Grader, Subgrader; Guard Rail Post Driver Truck Mounted; Hoists, One, Two and Three Drum; Heavy Duty Self-Propelled Transporter or Prime Mover; Hydraulic Backhoes; Backhoes with shear attachments up to 40' of boom reach; Lubrication Technician; Manipulators; Mucking Machine; Pile Drivers and Skid Rig; Pre-Stress Machine; Pump Cretes Dual Ram; Rock Drill - Crawler or Skid Rig; Rock Drill - Truck Mounted; Rock/Track Tamper; Roto Mill Grinder; Slip-Form Paver; Snow Melters; Soil Test Drill Rig (Truck Mounted); Straddle Buggies; Hydraulic Telescoping Form (Tunnel); Operation of Tieback Machine; Tractor Drawn Belt Loader; Tractor Drawn Belt Loader (with attached pusher - two engineers); Tractor with Boom; Tractaire with Attachments; Traffic Barrier Transfer Machine; Trenching; Truck Mounted Concrete Pump with Boom; Raised or Blind Hole Drills (Tunnel Shaft); Underground Boring and/or Mining Machines 5 ft. in diameter and over tunnel, etc; Underground Boring and/or Mining Machines under 5 ft. in diameter; Wheel Excavator; Widener (APSCO).

Class 2. Batch Plant; Bituminous Mixer; Boiler and Throttle Valve; Bulldozers; Car Loader Trailing Conveyors; Combination Backhoe Front Endloader Machine (Less than 1 cu. yd. Backhoe Bucket or over or with attachments); Compressor and Throttle Valve; Compressor, Common Receiver (3); Concrete Breaker or Hydro Hammer; Concrete Grinding Machine; Concrete Mixer or Paver 7S Series to and including 27 cu. ft.; Concrete Spreader; Concrete Curing Machine, Burlap Machine, Belting Machine and Sealing Machine; Concrete Wheel Saw; Conveyor Muck Cars (Haglund or Similar Type); Drills, All; Finishing Machine - Concrete; Highlift Shovels or Front Endloader; Hoist - Sewer Dragging Machine; Hydraulic Boom Trucks (All Attachments); Hydro-Blaster; Hydro Excavating (excluding hose work); Laser Screed; All Locomotives, Dinky; Off-Road Hauling Units (including articulating) Non Self-Loading Ejection Dump; Pump Cretes: Squeeze Cretes - Screw Type Pumps, Gypsum Bulker and Pump; Roller, Asphalt; Rotary Snow Plows; Rototiller, Seaman, etc., self-propelled; Self-Propelled Compactor; Spreader - Chip - Stone, etc.; Scraper - Single/Twin Engine/Push and Pull; Scraper - Prime Mover in Tandem (Regardless of Size); Tractors pulling attachments, Sheeps Foot, Disc, Compactor, etc.; Tug Boats.

Class 3. Boilers; Brooms, All Power Propelled; Cement Supply Tender; Compressor, Common Receiver (2); Concrete Mixer (Two Bag and Over); Conveyor, Portable; Farm-Type Tractors Used for Mowing, Seeding, etc.; Forklift Trucks; Grouting Machine; Hoists, Automatic; Hoists, All Elevators; Hoists, Tugger Single Drum; Jeep Diggers; Low Boys; Pipe Jacking Machines; Post-Hole Digger; Power Saw, Concrete Power Driven; Pug Mills; Rollers, other than Asphalt; Seed and Straw Blower; Steam Generators; Stump Machine; Winch Trucks with "A" Frame; Work Boats; Tamper-Form-Motor Driven.

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300 ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

Class 5. SkidSteer Loader (all); Brick Forklifts; Oilers.

Class 6. Field Mechanics and Field Welders

Class 7. Dowell Machine with Air Compressor; Gradall and machines of like nature.

OPERATING ENGINEERS - FLOATING

Diver. Diver Wet Tender, Diver Tender, ROV Pilot, ROV Tender

SURVEY WORKER

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking.

SURVEY FOREMAN

Operates survey equipment (such as levels, transits, data collectors, GPS and robotic total stations) for the purpose of performing construction layout and/or grade checking; oversees survey crew operations; and/or coordinates work of survey crews.

TRAFFIC SAFETY Worker I

Traffic Safety Worker I - work associated with the delivery, installation, pick-up and servicing of safety devices during periods of roadway construction, including such work as set-up and maintenance of barricades, barrier wall reflectors, drums, cones, delineators, signs, crash attenuators, glare screen and other such items, and the layout and application or removal of conflicting and/or temporary roadway markings utilized to control traffic in construction zones, as well as flagging for these operations.

TRAFFIC SAFETY WORKER II

Work associated with the installation and removal of permanent pavement markings and/or pavement markers including both installations performed by hand and installations performed by truck.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION Class 1. Two or three Axle Trucks. A-frame Truck when used for transportation purposes; Air Compressors and Welding Machines, including those pulled by cars, pick-up trucks and tractors; Ambulances; Batch Gate Lockers; Batch Hopperman; Car and Truck Washers; Carry-alls; Fork Lifts and Hoisters; Helpers; Mechanics Helpers and Greasers; Oil Distributors 2-man operation; Pavement Breakers; Pole Trailer, up to 40 feet; Power Mower Tractors; Self-propelled Chip Spreader; Skipman; Slurry Trucks, 2-man operation; Slurry Truck Conveyor Operation, 2 or 3 man; Teamsters; Unskilled Dumpman; and Truck Drivers hauling warning lights, barricades, and portable toilets on the job site.

Class 2. Four axle trucks; Dump Crets and Adgetors under 7 yards; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnapulls or Turnatrailers when pulling other than self-loading equipment or similar equipment under 16 cubic yards; Mixer Trucks under 7 yards; Ready-mix Plant Hopper Operator, and Winch Trucks, 2 Axles.

Class 3. Five axle trucks; Dump Crets and Adgetors 7 yards and over; Dumpsters, Track Trucks, Euclids, Hug Bottom Dump Turnatrailers or turnapulls when pulling other than self-loading equipment or similar equipment over 16 cubic yards; Explosives and/or Fission Material Trucks; Mixer Trucks 7 yards or over; Mobile Cranes while in transit; Oil Distributors, 1-man operation; Pole Trailer, over 40 feet; Pole and Expandable Trailers hauling material over 50 feet long; Slurry trucks, 1-man operation; Winch trucks, 3 axles or more; Mechanic--Truck Welder and Truck Painter.

Class 4. Six axle trucks; Dual-purpose vehicles, such as mounted crane trucks with hoist and accessories; Foreman; Master Mechanic; Self-loading equipment like P.B. and trucks with scoops on the front.

TERRAZZO FINISHER

The handling of sand, cement, marble chips, and all other materials that may be used by the Mosaic Terrazzo Mechanic, and the mixing, grinding, grouting, cleaning and sealing of all Marble, Mosaic, and Terrazzo work, floors, base, stairs, and wainscoting by hand or machine, and in addition, assisting and aiding Marble, Masonic, and Terrazzo Mechanics.

Other Classifications of Work:

For definitions of classifications not otherwise set out, the Department generally has on file such definitions which are available. If a task to be performed is not subject to one of the classifications of pay set out, the Department will upon being contacted state which neighboring county has such a classification and provide such rate, such rate being deemed to exist by reference in this document. If no neighboring county rate applies to the task, the Department shall undertake a special determination, such special determination being then deemed to have existed under this determination. If a project requires these, or any classification not listed, please contact IDOL at 217-782-1710 for wage rates or clarifications.

LANDSCAPING

Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or its size) is covered by the classifications of operating engineer. The work performed by landscape truck drivers (regardless of size of truck driven) is covered by the classifications of truck driver.

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

Notwithstanding the difference in the classification title, the classification entitled "Material Tester I" involves the same job duties as the classification entitled "Material Tester/Inspector I". Likewise, the classification entitled "Material Tester II" involves the same job duties as the classification entitled "Material Tester/Inspector II".

Client#: 18989 GENCO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melanie Garza	
Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	PHONE (A/C, No, Ext): 630 897-4239	FAX (A/C, No):
	E-MAIL ADDRESS: melanie@konen.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	26263
INSURER B : Erie Insurance Exchange	26271
INSURER C : Flagship City Insurance Company	35585
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Geneva Construction Company
P.O. Box 998
Indian Trail & Route 25
Aurora, IL 60507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Q610375210	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	X COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	CLAIMS-MADE X OCCUR						MED EXP (Any one person)	$10,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PERSONAL & ADV INJURY	$1,000,000
	POLICY X PRO-JECT LOC						GENERAL AGGREGATE	$2,000,000
							PRODUCTS - COMP/OP AGG	$2,000,000
								$
A	AUTOMOBILE LIABILITY			Q030140631	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	X ANY AUTO						BODILY INJURY (Per person)	$
	ALL OWNED AUTOS / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	X HIRED AUTOS / X NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	X UMBRELLA LIAB X OCCUR			Q270172440	03/01/2025	03/01/2026	EACH OCCURRENCE	$10,000,000
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$10,000,000
	DED X RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Q875101817	03/01/2025	03/01/2026	X WC STATU-TORY LIMITS / OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N: N	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The County of Kane is shown as an additional insured solely with respect to general liability and automobile liability coverage as evidenced herein on a primary non-contributory basis as required by written contract or agreement with respect to work performed by named insured. A waiver of subrogation is included under the general liability, automobile, and workers compensation coverage as evidenced herein as required by written contract or agreement.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave. Bldg A
Geneva, IL 60134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



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NT

Policy #: Q875101817

ERIE INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY
WC 00 03 13 (Ed. 1/86) UF-8641

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver"

©1984 National Council on Compensation Insurance, Inc.

Named Insured: Geneva Construction Company
Policy #: Q030140631

ERIE INSURANCE
COMMERCIAL AUTO
ACLE02 (Ed. 7/22) UF-B979

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(ILLINOIS)

This enhancement endorsement modifies coverage provided in your Commercial Auto Policy (CAP; Ed. 4/96) and Policy Change Endorsement ACLA01. It provides coverage enhancements to the following portions of your Commercial Auto Policy:

WHEN AND WHERE THIS POLICY APPLIES

The following sentence is added to this section:

Liability coverage for **hired autos**, as defined in the **Autos We Insure** Section of the policy, is provided for up to 45 days anywhere in the world, but coverage only applies to **hired autos** when the auto is hired, rented or borrowed for use in **your** business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following subparts are added to this section:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury **you** sustain outside of the United States resulting from an **accident** involving an **auto we insure**, and a physician determines that adequate medical care cannot be performed locally, **we** will pay for the following services and expenses:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if **you** are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;
4. special transportation costs to return **you** to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by **you**, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed $50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If **you** die from injuries suffered in a covered **accident** that occurs outside of the United States **we** will pay for expenses incurred for the preparation and transportation of **your** body back to the United States. The maximum benefit payable under this coverage shall not exceed $25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

AUTOS WE INSURE

2. **Hired Autos**

The sentence added to this section in Policy Change Endorsement ACLA01 is deleted and replaced by the following:

Physical Damage coverage up to $100,000 actual cash value is provided on an excess basis for **hired autos** if hired auto liability coverage has been purchased and if there is an **owned auto we** insure on the policy with physical damage coverage. A $500 deductible applies per loss.

LIABILITY PROTECTION

PERSONS WE PROTECT

The following paragraphs are added at the end of this section:

4. any employee of **yours** while using an **auto you** do not own, borrow or hire in **your** business or personal affairs. *For purposes of this paragraph, item 2.b. under **PERSONS WE PROTECT** in the policy does not apply.*
5. any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company over which **you** maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to bodily injury or property damage resulting from an **accident** that occurred before **you** acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a **Named Insured** in the Declarations.

6. any person or organization with whom **you** agreed in a written contract, written agreement, or written permit to add as an additional insured on **your** policy is an additional insured. Such person or organization is an additional insured only with respect to **your** ownership, maintenance or use of an **auto we insure**. The insurance provided for such additional insureds applies solely to liability arising out of **your** business operations. This coverage is primary and noncontributory with respect to the additional insured.

LIMITATIONS ON OUR DUTY TO PAY

What We Do Not Cover – Exclusions

Exclusion 5. is deleted and replaced by:

5. bodily injury to a fellow employee of **anyone we protect** arising out of and in the course of employment.

   This exclusion does not apply if all employees are covered by a Workers Compensation & Employers Liability policy.

PHYSICAL DAMAGE COVERAGES

ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

The following additional payments are added to this section:

9. reasonable towing and labor costs to any **owned auto**. Labor must be done at the site of the disablement.
10. full replacement cost coverage for any **owned auto** or **trailer** that is involved in a total loss resulting from an **accident** or theft that occurs within 90 days of the purchase date. The **owned auto** or **trailer** must have been purchased new by **you** (never previously titled), and scheduled on the policy **Declarations**.
11. any unpaid amount due on the lease or loan for an **owned auto we insure** in the event of a total loss to that **auto**. The **auto** must have been leased or purchased new, and not previously titled to another person or corporation. Payment will apply less:
    a. any amount paid under the Physical Damage Coverages section of this policy; and
    b. any overdue loan or lease payments at the time of loss;
    c. any financial penalties imposed under a lease for excessive use, abnormal wear or tear, high mileage, or other similar charges;
    d. any security deposits not refunded by the lessor or financial institution;
    e. any costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease;
    f. any carry-over balances from previous leases or loans.

    You are responsible for any deductibles that may apply.
12. up to $200 per day for loss of income resulting from a Comprehensive or Collision loss to an **auto we insure** if the loss is caused by an interruption of business use of that **auto**. The following provisions apply:
    a. Coverage starts 48 hours after the date of the loss that causes the downtime. Downtime refers to the exact number of days the **auto** is down and cannot be used for business purposes;
    b. Payment ends on the date the **auto** is returned to **you** in useable condition, or a replacement **auto** is made available to **you.** However, this coverage shall not exceed 30 days from the time payment begins;
    c. **You** are required to make necessary replacement or repairs to resume operations as soon as possible;
    d. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
    e. Coverage does not apply if a similar replacement vehicle is available that **you** could use to continue or resume business operations.

ADDITIONAL TRANSPORTATION EXPENSES

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on **your Declarations.**

Item 2. is deleted from PHYSICAL DAMAGE COVERAGES, ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES) in the policy and policy change endorsement ACLA01 and replaced by the following:

2. transportation expenses resulting from a Comprehensive or Collision loss **we** cover. **We** will pay these expenses until:
   a. the **auto we insure** is returned to **you** in reasonable condition; or
   b. **we** offer settlement;

   whichever comes first. The payment for transportation expenses resulting from a Comprehensive loss will not exceed $65 per day nor total more than $2,925 per loss unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision loss will not exceed $65 per day nor total more than $2,925 per loss unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS

WAIVER OF SUBROGATION

Condition 12. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom **we** make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to **us**. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or loss to impair them.

We waive any right of recovery **we** may have against a person or organization identified as an additional insured because of payments **we** make for injury or damage arising out of the ownership, maintenance or use of an **auto** under a contract with that additional insured.

Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
ERIESECURE BUSINESS
EPP1805 (Ed. 10/22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person or organization is an additional insured only with respect to liability for "bodily injury" and "property damage" caused in whole or in part, by "your work" performed for that additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Must be caused in whole or in part by you or others acting on your behalf; and

2. Only applies to the extent permitted by law and will not be broader than that required by any written contract or agreement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
COMMERCIAL GENERAL LIABILITY
CG 20 38 (Ed. 4/13) UF-B260

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
ERIESECURE BUSINESS
EPP0006 (Ed. 12/24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Damage To Premises Rented To You - Fire Legal Liability**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

   Insuring Agreement

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

   The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

   Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance.**

   We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

   9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. **Host Liquor Liability Coverage**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. **e-Bikes**

1. Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – Insuring Agreement**, the following is added:

   Insuring Agreement

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident arising out of the use of an "e-Bike" being operated by you or by your "employee" while performing duties related to the conduct of your business. The "e-Bike" must be owned, leased, hired, or rented by you for use in your business, or borrowed from your "employee" but only while such "e-Bike" is being used by an "employee" to perform duties related to the conduct of your business.

2. The exclusion under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions – g. Aircraft, Auto or Watercraft** does not apply to this coverage.

3. Under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, the following exclusions are added for e-Bike Coverage:

   a. **Damage to Property**

      "Property damage to:

      1) any "e-Bike" that is owned, leased, hired, rented or borrowed for use in your business;

      2) Personal property owned by you or the operator of the "e-Bike"; or

      3) Personal property in the care, custody, or control of the operator of the "e-Bike"; or

4) Personal property that results from the handling of property while it is being loaded on or unloaded from the "e-Bike" to the place it is finally delivered.

b. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

c. **Racing**

"Bodily Injury" or "Property Damage" arising out of any "e-Bike" being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

4. Under **Section V – Definitions**, the following is added:

"e-Bike" means a bicycle with an auxiliary electric power assist that is not subject to motor vehicle registration and does not exceed 28 mph.

D. **Non-Owned Watercraft**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft**, Paragraph **2)a)** is deleted and replaced by the following:

2) A watercraft you do not own that is:

a) Less than 51 feet long; and

b) Not being used to carry person or property for a charge;

E. **Incidental Medical Malpractice**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

a. Expenses incurred by the insured for first aid to others at the time of an accident;

b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. Health or therapeutic service, treatment, advice, or instruction.

F. **Volunteer Workers - Medical Payments**

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

G. **Attorneys' Fees**

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to $250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

H. **Municipal Supervisors**

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

I. **Non-Owned and Hired Automobile Liability Insurance Coverage**

1. **Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

b. This insurance applies to "bodily injury" and "property damage" only if:

1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and

2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. **Exclusions**

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

a. **Damage To Property**

"Property damage" to:

1) Property owned or transported by you; or

2) Personal property in the care, custody, or control of the insured.

b. **Handling of Property**

"Bodily injury" or "property damage" that results from the handling of property:

1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or

2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

d. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. **Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

a. You;

b. Any other person using a "hired auto" with your permission;

c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or

d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

4. The following are not included under **Section II - Who Is An Insured**:

a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;

b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or employer of such owner or lessee; or

e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions – 4. Other Insurance – b. Excess Insurance**:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, rent, or borrow.

This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

a. Your "employees" including members of their households;

b. Partners, including members of their households, if you are a partnership; or

c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured**:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant of the premises;

b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or

c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. **Additional Insured – Mortgagee, Assignee, or Receiver**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. **Additional Insured – Lessor of Leased Equipment**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

M. **Damage to Customers' Autos Coverage – Legal Liability**

1. The following is added to Paragraph **1.** under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement**:

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability**:

a. **Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. **Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. **Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. **Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to

"property damage" to "your work" arising out of it or any part of it.

e. **Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions**:

Deductible

We will only pay those damages in excess of $200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the $200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions**:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

N. **Waiver of Subrogation**

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

O. **Primary and Non-Contributory Insurance**

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

P. **Definitions**

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

Fidelity and Deposit Company of Maryland

Home Office: 1299 Zurich Way, Schaumburg, IL 60196

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Geneva Construction Company, P.O. Box 998, Aurora, IL 60507**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Schaumburg, Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto the **County of Kane, 719 S. Batavia Avenue, Bldg. A, Geneva, IL 60134,** as Obligee, (hereinafter called the "Obligee"), in the sum of **Five Percent of the amount of the bid (5% of the bid)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Bid Number: 25-014-TK – JC Pavement Improvement Project**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **10th** day of **March** A.D., **2025**.

Witness

Geneva Construction Co. (SEAL)

Principal

By

Cass Price, Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Witness

By (SEAL)

Brian V. Konen, Attorney in Fact

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

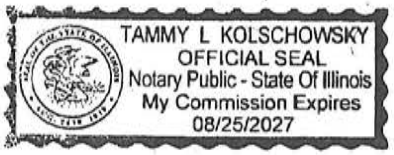
State Of Illinois
County Of Kane

I, Tammy L. Kolschowsky, a Notary Public in and for the County, in the State aforesaid, do hereby certify that Brian V. Konen, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and as the free and voluntary act of the Fidelity and Deposit Company of Maryland, for uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March, 2025



Notary Public



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian V. KONEN, Jerry S. KNUDTSON, Terry P. KARTHEISER and Tammy L. KOLSCHOWSKY, all of Aurora, Illinois, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 15th day of July, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of March, 2025.

Brian M. Hodges,
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is $__waived__. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed $100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United 17 States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

Copyright Zurich American Insurance Company 2003

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

GENEVA CONSTRUCTION CO

Loc. Code: 045-0018-0-001
North Aurora

INDIAN TRAIL & RTE 25
AURORA IL 60507-0998

Kane County

Expiration Date:
6/30/2025

Certificate of Registration

Sales and use taxes and fees

(0637-6568)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 05/01/2024

Client#: 18989 GENCO1

ACORD™ CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Melanie Garza	
Konen Insurance Agency, Inc. 2570 Beverly Drive Suite 100 Aurora, IL 60502	PHONE (A/C, No, Ext): 630 897-4239	FAX (A/C, No):
	E-MAIL ADDRESS: melanie@konen.com	

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Erie Insurance Company	26263
INSURER B : Erie Insurance Exchange	26271
INSURER C : Flagship City Insurance Company	35585
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Geneva Construction Company
P.O. Box 998
Indian Trail & Route 25
Aurora, IL 60507

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY			Q610375210	03/01/2025	03/01/2026	EACH OCCURRENCE	$1,000,000
	[X] COMMERCIAL GENERAL LIABILITY						DAMAGE TO RENTED PREMISES (Ea occurrence)	$1,000,000
	[ ] CLAIMS-MADE [X] OCCUR						MED EXP (Any one person)	$10,000
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						PRODUCTS - COMP/OP AGG	$2,000,000
	[ ] POLICY [X] PRO-JECT [ ] LOC							$
A	AUTOMOBILE LIABILITY			Q030140631	03/01/2025	03/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
	[X] ANY AUTO						BODILY INJURY (Per person)	$
	[ ] ALL OWNED AUTOS [ ] SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	[X] HIRED AUTOS [X] NON-OWNED AUTOS						PROPERTY DAMAGE (Per accident)	$
								$
A	[X] UMBRELLA LIAB [X] OCCUR			Q270172440	03/01/2025	03/01/2026	EACH OCCURRENCE	$10,000,000
	[ ] EXCESS LIAB [ ] CLAIMS-MADE						AGGREGATE	$10,000,000
	[ ] DED [X] RETENTION $0							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY			Q875101817	03/01/2025	03/01/2026	[X] WC STATU-TORY LIMITS [ ] OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? Y/N [N]	N/A					E.L. EACH ACCIDENT	$1,000,000
	(Mandatory in NH)						E.L. DISEASE - EA EMPLOYEE	$1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	$1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, If more space is required)

The County of Kane is shown as an additional insured solely with respect to general liability and automobile liability coverage as evidenced herein on a primary non-contributory basis as required by written contract or agreement with respect to work performed by named insured. A waiver of subrogation is included under the general liability, automobile, and workers compensation coverage as evidenced herein as required by written contract or agreement.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave. Bldg A
Geneva, IL 60134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Brian V Konen

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The ACORD name and logo are registered marks of ACORD

NT

Policy #: Q875101817

ERIE INSURANCE
WORKERS COMPENSATION AND EMPLOYERS LIABILITY
WC 00 03 13 (Ed. 1/86) UF-8641

WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.

This agreement shall not operate directly or indirectly to benefit any one not named in the Schedule.

Schedule

"Organizations for which the Named Insured has agreed to by written contract executed prior to the loss to furnish waiver"

©1984 National Council on Compensation Insurance, Inc.

Named Insured: Geneva Construction Company
Policy #: Q030140631

ERIE INSURANCE
COMMERCIAL AUTO
ACLE02 (Ed. 7/22) UF-B979

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

COMMERCIAL AUTO ENHANCEMENT ENDORSEMENT

(ILLINOIS)

This enhancement endorsement modifies coverage provided in your Commercial Auto Policy (CAP; Ed. 4/96) and Policy Change Endorsement ACLA01. It provides coverage enhancements to the following portions of your Commercial Auto Policy:

WHEN AND WHERE THIS POLICY APPLIES

The following sentence is added to this section:

Liability coverage for **hired autos**, as defined in the **Autos We Insure** Section of the policy, is provided for up to 45 days anywhere in the world, but coverage only applies to **hired autos** when the auto is hired, rented or borrowed for use in **your** business without a driver. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

The following subparts are added to this section:

MEDICAL EVACUATION BENEFITS

If an emergency evacuation is required because of injury **you** sustain outside of the United States resulting from an **accident** involving an **auto we insure**, and a physician determines that adequate medical care cannot be performed locally, **we** will pay for the following services and expenses:

1. medical services required for evacuation to the nearest adequate medical facility;
2. escort services if **you** are disabled as recommended by a physician;
3. ambulance service to the nearest airport, including air ambulance service upon departure;
4. special transportation costs to return **you** to the United States, including the cost of a stretcher, oxygen or other supplemental medical devices as deemed necessary by a physician; and
5. any expenses above the cost of a return airfare ticket held by **you**, or in the absence of a ticket the cost of an economy airfare ticket.

The maximum benefit payable under this coverage shall not exceed $50,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

REPATRIATION BENEFIT

If **you** die from injuries suffered in a covered **accident** that occurs outside of the United States **we** will pay for expenses incurred for the preparation and transportation of **your** body back to the United States. The maximum benefit payable under this coverage shall not exceed $25,000. However, this coverage does not apply if providing such coverage would be in violation of any economic or trade sanctions of the United States of America.

AUTOS WE INSURE

2. **Hired Autos**

The sentence added to this section in Policy Change Endorsement ACLA01 is deleted and replaced by the following:

Physical Damage coverage up to $100,000 actual cash value is provided on an excess basis for **hired autos** if hired auto liability coverage has been purchased and if there is an **owned auto we** insure on the policy with physical damage coverage. A $500 deductible applies per loss.

LIABILITY PROTECTION

PERSONS WE PROTECT

The following paragraphs are added at the end of this section:

4. any employee of **yours** while using an **auto you** do not own, borrow or hire in **your** business or personal affairs. *For purposes of this paragraph, item 2.b. under **PERSONS WE PROTECT** in the policy does not apply.*
5. any organization **you** newly acquire or form, other than a partnership, joint venture or limited liability company over which **you** maintain ownership or majority interest if there is no similar insurance available to that organization. Coverage is afforded until the 180th day after you acquire or form the organization or to the end of the policy period, whichever is earlier. Coverage does not apply to bodily injury or property damage resulting from an **accident** that occurred before **you** acquired or formed the organization.

   No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is shown as a **Named Insured** in the Declarations.

6. any person or organization with whom **you** agreed in a written contract, written agreement, or written permit to add as an additional insured on **your** policy is an additional insured. Such person or organization is an additional insured only with respect to **your** ownership, maintenance or use of an **auto we insure**. The insurance provided for such additional insureds applies solely to liability arising out of **your** business operations. This coverage is primary and noncontributory with respect to the additional insured.

LIMITATIONS ON OUR DUTY TO PAY

What We Do Not Cover – Exclusions

Exclusion 5. is deleted and replaced by:

5. bodily injury to a fellow employee of **anyone we protect** arising out of and in the course of employment.

   This exclusion does not apply if all employees are covered by a Workers Compensation & Employers Liability policy.

PHYSICAL DAMAGE COVERAGES

ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES)

The following additional payments are added to this section:

9. reasonable towing and labor costs to any **owned auto**. Labor must be done at the site of the disablement.
10. full replacement cost coverage for any **owned auto** or **trailer** that is involved in a total loss resulting from an **accident** or theft that occurs within 90 days of the purchase date. The **owned auto** or **trailer** must have been purchased new by **you** (never previously titled), and scheduled on the policy **Declarations**.
11. any unpaid amount due on the lease or loan for an **owned auto we insure** in the event of a total loss to that **auto**. The **auto** must have been leased or purchased new, and not previously titled to another person or corporation. Payment will apply less:
    a. any amount paid under the Physical Damage Coverages section of this policy; and
    b. any overdue loan or lease payments at the time of loss;
    c. any financial penalties imposed under a lease for excessive use, abnormal wear or tear, high mileage, or other similar charges;
    d. any security deposits not refunded by the lessor or financial institution;
    e. any costs for extended warranties, credit life, health, accident, or disability insurance purchased with the loan or lease;
    f. any carry-over balances from previous leases or loans.

    You are responsible for any deductibles that may apply.
12. up to $200 per day for loss of income resulting from a Comprehensive or Collision loss to an **auto we insure** if the loss is caused by an interruption of business use of that **auto**. The following provisions apply:
    a. Coverage starts 48 hours after the date of the loss that causes the downtime. Downtime refers to the exact number of days the **auto** is down and cannot be used for business purposes;
    b. Payment ends on the date the **auto** is returned to **you** in useable condition, or a replacement **auto** is made available to **you.** However, this coverage shall not exceed 30 days from the time payment begins;
    c. **You** are required to make necessary replacement or repairs to resume operations as soon as possible;
    d. Payment under this coverage will be excess over any payments made under the Comprehensive or Collision coverage section of the policy;
    e. Coverage does not apply if a similar replacement vehicle is available that **you** could use to continue or resume business operations.

ADDITIONAL TRANSPORTATION EXPENSES

The following optional coverage applies only if a premium is shown for COMMERCIAL AUTO ENHANCEMENT COVERAGE W/TRANSPORTATION EXPENSES on **your Declarations.**

Item 2. is deleted from PHYSICAL DAMAGE COVERAGES, ADDITIONAL PAYMENTS (NO DEDUCTIBLE APPLIES) in the policy and policy change endorsement ACLA01 and replaced by the following:

2. transportation expenses resulting from a Comprehensive or Collision loss **we** cover. **We** will pay these expenses until:
   a. the **auto we insure** is returned to **you** in reasonable condition; or
   b. **we** offer settlement;

   whichever comes first. The payment for transportation expenses resulting from a Comprehensive loss will not exceed $65 per day nor total more than $2,925 per loss unless a higher limit is purchased. The payment for transportation expenses resulting from a Collision loss will not exceed $65 per day nor total more than $2,925 per loss unless a higher limit is purchased. No waiting period applies.

This coverage is in addition to any Transportation Expenses Coverage purchased under this policy.

RIGHTS AND DUTIES – GENERAL POLICY CONDITIONS

WAIVER OF SUBROGATION

Condition 12. TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US is deleted and replaced by the following:

If any person or organization to or for whom **we** make payment under this Coverage Form has rights to recover damages from another, those rights are transferred to **us**. That person or organization must do everything necessary to secure our rights and must do nothing after **accident** or loss to impair them.

We waive any right of recovery **we** may have against a person or organization identified as an additional insured because of payments **we** make for injury or damage arising out of the ownership, maintenance or use of an **auto** under a contract with that additional insured.

Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
ERIESECURE BUSINESS
EPP1805 (Ed. 10/22)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES, OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONTRACT OR AGREEMENT – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you have performed operations when you and such person or organization have agreed in a written contract or agreement that such person or organization be added as an additional insured on your policy; and

2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph **1.** above.

Such person or organization is an additional insured only with respect to liability for "bodily injury" and "property damage" caused in whole or in part, by "your work" performed for that additional insured described in Paragraph **1.** or **2.** above and included in the "products-completed operations hazard".

However, the insurance afforded to such additional insured:

1. Must be caused in whole or in part by you or others acting on your behalf; and

2. Only applies to the extent permitted by law and will not be broader than that required by any written contract or agreement.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusion applies:

This insurance does not apply to:

"Bodily injury" or "property damage" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

1. The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

2. Supervisory, inspection, architectural or engineering activities.

This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage" involved the rendering of or the failure to render any professional architectural, engineering or surveying services.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance**:

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the written contract or agreement you have entered into with the additional insured; or

2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
COMMERCIAL GENERAL LIABILITY
CG 20 38 (Ed. 4/13) UF-B260

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – AUTOMATIC STATUS FOR OTHER PARTIES WHEN REQUIRED IN WRITTEN CONSTRUCTION AGREEMENT

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured:

1. Any person or organization for whom you are performing operations when you and such person or organization have agreed in writing in a contract or agreement that such person or organization be added as an additional insured on your policy; and
2. Any other person or organization you are required to add as an additional insured under the contract or agreement described in Paragraph 1. above.

Such person(s) or organization(s) is an additional insured only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

a. Your acts or omissions; or

b. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured.

However, the insurance afforded to such additional insured described above:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this endorsement ends when your operations for the person or organization described in Paragraph **1.** above are completed.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to:

1. "Bodily injury", "property damage" or "personal and advertising injury" arising out of the rendering of, or the failure to render, any professional architectural, engineering or surveying services, including:

   a. The preparing, approving, or failing to prepare or approve, maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; or

   b. Supervisory, inspection, architectural or engineering activities.

   This exclusion applies even if the claims against any insured allege negligence or other wrongdoing in the supervision, hiring, employment, training or monitoring of others by that insured, if the "occurrence" which caused the "bodily injury" or "property damage", or the offense which caused the "personal and advertising injury", involved the rendering of, or the failure to render, any professional architectural, engineering or surveying services.

2. "Bodily injury" or "property damage" occurring after:

   a. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or

   b. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

The most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement described in Paragraph **A.1.**; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

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Named Insured: Geneva Construction Company
Policy #: Q610375210

ERIE INSURANCE
ERIESECURE BUSINESS
EPP0006 (Ed. 12/24)

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ERIESECURE BUSINESS EXTRA LIABILITY COVERAGES

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE FORM

A. **Damage To Premises Rented To You - Fire Legal Liability**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added:

   Insuring Agreement

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "property damage" to buildings rented to you or occupied by you.

   The damage must be caused by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision.

2. The last paragraph of **Section I - Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** is deleted and replaced with the following:

   Exclusions **2.c.** through **2.n.** do not apply to this coverage. A separate Limit of Insurance applies to this coverage as described in **Section III - Limits of Insurance.**

   We do not cover liability assumed by the insured except in an "insured contract".

3. Under **Section V – Definitions**, Paragraph **9.a.** of "insured contract" is deleted and replaced by the following:

   9.a. A contract for lease of premises. However, that portion of the contract for a lease of premises that indemnifies any person or organization for damage by fire, lightning, windstorm, hail, explosion, riot, civil commotion, vehicles, aircraft, smoke, vandalism, malicious mischief, water damage, or elevator collision to premises while rented to you or temporarily occupied by you with permission of the owner is not an "insured contract".

B. **Host Liquor Liability Coverage**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions** the following is added to **Liquor Liability**:

This exclusion does not apply to liability of the insured or the indemnitee of the insured arising out of the furnishing or serving of alcoholic beverages at functions incidental to your business, provided you are not engaged in the business of manufacturing, distributing, selling, serving, or furnishing of alcoholic beverages.

C. **e-Bikes**

1. Under **Section I – Coverages – Coverage A – Bodily Injury and Property Damage Liability – Insuring Agreement**, the following is added:

   Insuring Agreement

   We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident arising out of the use of an "e-Bike" being operated by you or by your "employee" while performing duties related to the conduct of your business. The "e-Bike" must be owned, leased, hired, or rented by you for use in your business, or borrowed from your "employee" but only while such "e-Bike" is being used by an "employee" to perform duties related to the conduct of your business.

2. The exclusion under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions – g. Aircraft, Auto or Watercraft** does not apply to this coverage.

3. Under **Section I – Coverages – Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, the following exclusions are added for e-Bike Coverage:

   a. **Damage to Property**

      "Property damage to:

      1) any "e-Bike" that is owned, leased, hired, rented or borrowed for use in your business;

      2) Personal property owned by you or the operator of the "e-Bike"; or

      3) Personal property in the care, custody, or control of the operator of the "e-Bike"; or

4) Personal property that results from the handling of property while it is being loaded on or unloaded from the "e-Bike" to the place it is finally delivered.

b. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

c. **Racing**

"Bodily Injury" or "Property Damage" arising out of any "e-Bike" being used in any prearranged or organized racing, speed or demolition contest, stunting activity or similar activities, or in practice for any such activities.

4. Under **Section V – Definitions**, the following is added:

"e-Bike" means a bicycle with an auxiliary electric power assist that is not subject to motor vehicle registration and does not exceed 28 mph.

D. **Non-Owned Watercraft**

Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – 2. Exclusions - g. Aircraft, Auto or Watercraft**, Paragraph **2)a)** is deleted and replaced by the following:

2) A watercraft you do not own that is:

a) Less than 51 feet long; and

b) Not being used to carry person or property for a charge;

E. **Incidental Medical Malpractice**

1. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage Liability – Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" arising from "incidental medical malpractice injury".

2. Under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**, the following is added:

This insurance does not apply to:

a. Expenses incurred by the insured for first aid to others at the time of an accident;

b. "Bodily injury" arising from any insured if the insured is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

c. "Bodily injury" arising from any indemnitee if the indemnitee is engaged in the business or occupation of providing the following services:

1) Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

2) Ambulance, paramedical, rescue squad, or other service or treatment conducive to health;

3) The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

4) Health or therapeutic service, treatment, advice, or instruction.

3. Under **Section V – Definitions**, the following is added:

"Incidental medical malpractice injury" means injury arising out of the rendering of or failure to render, during the policy period, the following services:

a. Diagnostic, medical, surgical, dental, x-ray, or nursing service or treatment, or the furnishing of food or beverages in connection with the service or treatment;

b. The furnishing or dispensing of drugs or medical, dental, or surgical supplies or appliances; or

c. Health or therapeutic service, treatment, advice, or instruction.

F. **Volunteer Workers - Medical Payments**

Under **Section I – Coverages - Coverage C - Medical Payments - Insuring Agreement**, the following is added to Paragraph **1.**:

We will pay medical expenses for "bodily injury" sustained by your volunteer workers caused by an accident while engaged in any of your insured operations.

G. **Attorneys' Fees**

Under **Section I – Coverages - Supplementary Payments - Coverages A and B**, the following is added:

All reasonable attorneys' fees up to $250 which the insured incurs because of arrest resulting from an accident involving "mobile equipment" covered by this policy.

H. **Municipal Supervisors**

The following is added to **Section II – Who Is An Insured**:

Supervisors, if you are a municipality.

I. **Non-Owned and Hired Automobile Liability Insurance Coverage**

1. **Insuring Agreement - Non-Owned and Hired Automobile Liability Insurance Coverage**

a. We will pay those sums that the insured becomes legally obligated to pay as damages because of "bodily injury" or "property damage" resulting from an accident covered by Non-Owned and Hired Automobile Liability Insurance Coverage.

For Non-Owned Automobile Liability Insurance Coverage, the accident must arise out of the use of any "non-owned auto" in your business by any person other than you. However, this insurance would apply for an accident arising out of the use of a customer's auto by you or your "employees" in the course of your business.

For Hired Automobile Liability Insurance Coverage, the accident must arise out of the maintenance or use of "hired autos" by you or your "employees" in the course of your business.

b. This insurance applies to "bodily injury" and "property damage" only if:

1) The "bodily injury" or "property damage" is caused by an accident that takes place in the "coverage territory"; and

2) The "bodily injury" or "property damage" is caused by an accident during the policy period.

2. **Exclusions**

The following exclusions are added for **Non-Owned and Hired Automobile Liability Insurance Coverage**:

a. **Damage To Property**

"Property damage" to:

1) Property owned or transported by you; or

2) Personal property in the care, custody, or control of the insured.

b. **Handling of Property**

"Bodily injury" or "property damage" that results from the handling of property:

1) Before it is moved from the place where it is accepted by the insured for loading into or onto a "non-owned auto" or "hired auto"; or

2) After it is unloaded from a "non-owned auto" or "hired auto" to the place it is finally delivered by the insured.

c. **Fellow Employee**

"Bodily injury" to any fellow "employee" of the insured arising out of and in the course of the fellow "employee's" employment or while performing duties related to the conduct of your business.

d. **Racing**

Any "auto" while being used in any prearranged or organized racing, speed, or demolition contest, stunting activity, or similar activities, or in practice for any such activities.

3. **Section II - Who Is An Insured**

For **Non-Owned and Hired Automobile Liability Insurance Coverage - Who Is An Insured** includes the following:

a. You;

b. Any other person using a "hired auto" with your permission;

c. With respect to a "non-owned auto", any partner, member of a limited liability company, or executive officer, but only while such "auto" is being used in your business; or

d. Any other person or organization, but only with respect to liability because of acts or omissions of the insured under Paragraphs **a.**, **b.**, or **c.** above.

4. The following are not included under **Section II - Who Is An Insured**:

a. Any person, member of a limited liability company, or executive officer with respect to an "auto" owned by such partner, member of a limited liability company, or executive officer or a member of their household;

b. Any person engaged in the business of their employer, with respect to "bodily injury" to any fellow "employee" of such person injured in the cause of their employment;

c. Any person while employed in or otherwise engaged in duties in connection with an "auto business" other than an "auto business" you operate;

d. The owner or lessee (of whom you are a sublessee) of a "hired auto", the owner of a "non-owned auto", or any agent or employer of such owner or lessee; or

e. Any person or organization with respect to the conduct of any current or past partnership, joint venture, or limited liability company shown as a Named Insured in the Declarations.

5. For **Non-Owned and Hired Automobile Liability Insurance Coverage** the following is added under **Section IV - Commercial General Liability Conditions – 4. Other Insurance – b. Excess Insurance**:

This insurance is excess over any other automobile insurance available to you.

6. The following are added to **Section V - Definitions**:

"Auto business" means the business or occupation of selling, repairing, servicing, storing, or parking "autos".

"Hired auto" means any auto you lease, hire, rent, or borrow.

This does not include any "auto" you lease, hire, rent, or borrow from any of your "employees", any members of a limited liability company, any partner, "executive officer", or members of their households.

"Non-owned auto" means any "auto" you do not own, lease, hire, rent, or borrow which is used in connection with your business. This includes any "auto" owned by or registered in the name of:

a. Your "employees" including members of their households;

b. Partners, including members of their households, if you are a partnership; or

c. Members of a limited liability company including members of their households;

but only while such "auto" is being used in connection with your business.

J. **Additional Insured – Managers or Owners of Buildings**

1. The following is added under **Section II - Who Is An Insured**:

The person or organization who owns, maintains, or uses that part of the premises leased to you, but only with respect to their liability arising out of the premises leased to you.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to:

a. Any "occurrence" which takes place after you cease to be a tenant of the premises;

b. Structural alterations, new construction, or demolition operations performed by or on behalf of the person or organization who is the additional insured; or

c. "Bodily injury" to "employees" of the person or organization arising out of and in the course of construction.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

K. **Additional Insured – Mortgagee, Assignee, or Receiver**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) when you and such person(s) or organization(s) have agreed in a written contract that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to their liability as a mortgagee, assignee, or receiver arising out of the ownership, maintenance, or use of the premises by you.

2. The following is added under **Section I – Coverages, Coverage A - Bodily Injury And Property Damage – 2. Exclusions**:

This insurance does not apply to structural alterations, new construction, and demolition operations performed by or for that person or organization.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

L. **Additional Insured – Lessor of Leased Equipment**

1. The following is added under **Section II - Who Is An Insured**:

Any person(s) or organization(s) from whom you lease equipment when you and such person(s) or organization(s) have agreed in writing in a contract or agreement that such person(s) or organization(s) be added as an Additional Insured on your policy. Such person(s) or organization(s) is an insured only with respect to liability for "bodily injury", "property damage", or "personal or advertising injury" caused, in whole or in part, by your maintenance, operation, or use of equipment leased to you by such person or organization. However, the insurance afforded to such additional insured:

a. Only applies to the extent permitted by law; and

b. Will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

A person's or organization's status as an additional insured under this coverage ends when their contract or agreement with you for such leased equipment ends.

2. The following is added under **Section I – Coverages - Coverage A - Bodily Injury And Property Damage – 2. Exclusions** as well as **Section I – Coverages - Coverage B – Personal and Advertising Injury – 2. Exclusions**:

This insurance does not apply to any "occurrence" which takes place after the equipment lease expires.

3. Under **Section III – Limits Of Insurance**, the following is added with respect to insurance afforded to these additional insureds:

The most we will pay on behalf of the additional insured is the amount of insurance:

a. Required by the contract or agreement you have entered into with the additional insured; or

b. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This coverage shall not increase the applicable Limits of Insurance shown in the Declarations.

M. **Damage to Customers' Autos Coverage – Legal Liability**

1. The following is added to Paragraph **1.** under **Section I – Coverages, Coverage A – Bodily Injury and Property Damage Liability - Insuring Agreement**:

Insuring Agreement – Damage to Customers' Autos Coverage – Legal Liability

We will pay those sums that the insured is legally obligated to pay as damages because of "property damage" to customers "autos" and "mobile equipment" parked or stored on the "premises" described in the "Declarations". This coverage includes "property damage" from any cause including collision and upset and includes glass breakage and contact with persons, animals, birds, missiles, falling objects, or elevators. Elevator means an auto servicing hoist or jack.

Coverage also applies while a customer's "auto" or "mobile equipment" is temporarily away from "premises" (in connection with the insured's business) or while any insured has control of such "auto" or "mobile equipment".

2. The following is added under **Section I – Coverages, Coverage A – Bodily Injury And Property Damage Liability – 2. Exclusions**, but only for **Damage to Customers' Autos Coverage – Legal Liability**:

a. **Owned, Rented, or Demo Autos**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" owned, rented, or held for demonstration or sale by any insured under the policy.

b. **Employee Dishonesty**

This insurance does not apply to theft by you or your "employees", directors, trustees, authorized representatives, or any insured under this coverage.

c. **Wear and Tear**

This insurance does not apply to "property damage" to "autos" or "mobile equipment" caused by wear and tear, freezing, or mechanical or electrical breakdown or failure unless caused by another loss under these coverages.

d. **Defective Parts or Faulty Work**

This insurance does not apply to "property damage" to "your product" arising out of it or any part of it. This insurance also does not apply to

"property damage" to "your work" arising out of it or any part of it.

e. **Racing, Speed, or Demolition Contests**

This insurance does not apply to "property damage" to an "auto" or piece of "mobile equipment" while operated or being prepared for any prearranged or organized racing, speed, or demolition contest, or stunting activity.

3. For **Damage to Customers' Autos Coverage – Legal Liability**, the following is added under **Section IV – Commercial General Liability Conditions**:

Deductible

We will only pay those damages in excess of $200 for all damages sustained by any one person because of "property damage" to their "auto" or "mobile equipment" as a result of any one "occurrence". We may pay all or part of the $200 deductible in order to settle any claim or "suit". If we do so, you must repay us the deductible amount we paid.

When only a windshield is damaged, the deductible does not apply if the windshield is repaired and not replaced.

Kentucky Only: Should only safety equipment be damaged, we will not apply the deductible. Safety equipment means the glass and plastic used in the windshield, doors, and windows; and the glass, plastic, or other material used in the lights.

4. For **Damage to Customers' Autos Coverage – Legal Liability**, the following definition is added to **Section V - Definitions**:

"Premises" means the place where you conduct your operations shown in the Declarations, including the ways immediately adjoining. It does not include any portion of such premises where any other person or organization conducts operations.

N. **Waiver of Subrogation**

Section IV – Commercial General Liability Conditions – Transfer of Right of Recovery Against Others to Us is deleted and replaced by the following:

We waive any right of recovery against the Additional Insured because of payments we make under this Coverage Form. Such waiver by us applies only to the extent that the insured has waived its right of recovery against the Additional Insured prior to loss.

The insured must do nothing after a loss to impair our rights. At our request, the insured will bring "suit" or transfer those rights to us and help us enforce these rights.

O. **Primary and Non-Contributory Insurance**

Under **Section IV – Commercial General Liability Conditions - Other Insurance** the following is added to **Paragraph 4.**:

This insurance is primary to and will not seek contribution from any other insurance available to an additional insured under your policy provided that:

1. The Additional Insured is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to the additional insured.

P. **Definitions**

The following is added to the definition of "Products-completed operations hazard" under **Section V - Definitions**:

Includes all "bodily injury" and "property damage" arising out of "your product" if your business includes the handling or distribution of "your product" for consumption on premises you own or rent.

Fidelity and Deposit Company of Maryland

Home Office: 1299 Zurich Way, Schaumburg, IL 60196

BID BOND

KNOW ALL MEN BY THESE PRESENTS:

That we, **Geneva Construction Company, P.O. Box 998, Aurora, IL 60507**, as Principal, (hereinafter called the "Principal"), and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, of Schaumburg, Illinois, a corporation duly organized under the laws of the State of Illinois, as Surety, (hereinafter called the "Surety"), are held and firmly bound unto the **County of Kane, 719 S. Batavia Avenue, Bldg. A, Geneva, IL 60134,** as Obligee, (hereinafter called the "Obligee"), in the sum of **Five Percent of the amount of the bid (5% of the bid)** for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for: **Bid Number: 25-014-TK – JC Pavement Improvement Project**

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material furnished in the prosecution thereof, or in the event of the failure of the principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this **10th** day of **March** A.D., **2025**.

Witness

Geneva Construction Co. (SEAL)

Principal

By

Cass Price, Vice President

FIDELITY AND DEPOSIT COMPANY OF MARYLAND

Surety

Witness

By (SEAL)

Brian V. Konen, Attorney in Fact

C325-150M,
Approved by The American Institute of Architects,
A.I.A. Document No. A-310 February 1970 Edition.

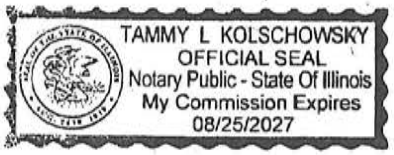
State Of Illinois
County Of Kane

I, Tammy L. Kolschowsky, a Notary Public in and for the County, in the State aforesaid, do hereby certify that Brian V. Konen, Attorney-in-Fact of the Fidelity and Deposit Company of Maryland and Zurich American Insurance Company, who is personally known to me, appeared before me this day and acknowledged that he signed, sealed and delivered the foregoing instrument as his free and voluntary act as Attorney-in-Fact of the Fidelity and Deposit Company of Maryland, and as the free and voluntary act of the Fidelity and Deposit Company of Maryland, for uses and purposes therein set forth.

Given under my hand and notarial seal this 10th day of March, 2025



Notary Public



ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Brian V. KONEN, Jerry S. KNUDTSON, Terry P. KARTHEISER and Tammy L. KOLSCHOWSKY, all of Aurora, Illinois, EACH,** its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings,** and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said **ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND,** this 15th day of July, A.D. 2019.

ATTEST:

ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: Robert D. Murray
Vice President

By: Dawn E. Brown
Secretary

State of Maryland
County of Baltimore

On this 15th day of July, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, deposeth and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Constance A. Dunn, Notary Public
My Commission Expires: July 9, 2023

EXTRACT FROM BY-LAWS OF THE COMPANIES

"Article V, Section 8, Attorneys-in-Fact. The Chief Executive Officer, the President, or any Executive Vice President or Vice President may, by written instrument under the attested corporate seal, appoint attorneys-in-fact with authority to execute bonds, policies, recognizances, stipulations, undertakings, or other like instruments on behalf of the Company, and may authorize any officer or any such attorney-in-fact to affix the corporate seal thereto; and may with or without cause modify of revoke any such appointment or authority at any time."

CERTIFICATE

I, the undersigned, Vice President of the ZURICH AMERICAN INSURANCE COMPANY, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND, do hereby certify that the foregoing Power of Attorney is still in full force and effect on the date of this certificate; and I do further certify that Article V, Section 8, of the By-Laws of the Companies is still in force.

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the ZURICH AMERICAN INSURANCE COMPANY at a meeting duly called and held on the 15th day of December 1998.

RESOLVED: "That the signature of the President or a Vice President and the attesting signature of a Secretary or an Assistant Secretary and the Seal of the Company may be affixed by facsimile on any Power of Attorney...Any such Power or any certificate thereof bearing such facsimile signature and seal shall be valid and binding on the Company."

This Power of Attorney and Certificate may be signed by facsimile under and by authority of the following resolution of the Board of Directors of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at a meeting duly called and held on the 5th day of May, 1994, and the following resolution of the Board of Directors of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at a meeting duly called and held on the 10th day of May, 1990.

RESOLVED: "That the facsimile or mechanically reproduced seal of the company and facsimile or mechanically reproduced signature of any Vice-President, Secretary, or Assistant Secretary of the Company, whether made heretofore or hereafter, wherever appearing upon a certified copy of any power of attorney issued by the Company, shall be valid and binding upon the Company with the same force and effect as though manually affixed.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seals of the said Companies, this 10th day of March, 2025.

Brian M. Hodges,
Vice President

TO REPORT A CLAIM WITH REGARD TO A SURETY BOND, PLEASE SUBMIT A COMPLETE DESCRIPTION OF THE CLAIM INCLUDING THE PRINCIPAL ON THE BOND, THE BOND NUMBER, AND YOUR CONTACT INFORMATION TO:

Zurich Surety Claims
1299 Zurich Way
Schaumburg, IL 60196-1056
www.reportsfclaims@zurichna.com
800-626-4577

ZURICH

THIS IMPORTANT DISCLOSURE NOTICE IS PART OF YOUR BOND

We are making the following informational disclosures in compliance with The Terrorism Risk Insurance Act of 2002. No action is required on your part.

Disclosure of Terrorism Premium

The premium charge for risk of loss resulting from acts of terrorism (as defined in the Act) under this bond is $__waived__. This amount is reflected in the total premium for this bond.

Disclosure of Availability of Coverage for Terrorism Losses

As required by the Terrorism Risk Insurance Act of 2002, we have made available to you coverage for losses resulting from acts of terrorism (as defined in the Act) with terms, amounts, and limitations that do not differ materially as those for losses arising from events other than acts of terrorism.

Disclosure of Federal Share of Insurance Company's Terrorism Losses

The Terrorism Risk Insurance Act of 2002 establishes a mechanism by which the United States government will share in insurance company losses resulting from acts of terrorism (as defined in the Act) after a insurance company has paid losses in excess of an annual aggregate deductible. For 2002, the insurance company deductible is 1% of direct earned premium in the prior year; for 2003, 7% of direct earned premium in the prior year; for 2004, 10% of direct earned premium in the prior year; and for 2005, 15% of direct earned premium in the prior year. The federal share of an insurance company's losses above its deductible is 90%. In the event the United States government participates in losses, the United States government may direct insurance companies to collect a terrorism surcharge from policyholders. The Act does not currently provide for insurance industry or United States government participation in terrorism losses that exceed $100 billion in any one calendar year.

Definition of Act of Terrorism

The Terrorism Risk Insurance Act defines "act of terrorism" as any act that is certified by the Secretary of the Treasury, in concurrence with the Secretary of State and the Attorney General of the United States:

1. to be an act of terrorism;
2. to be a violent act or an act that is dangerous to human life, property or infrastructure;
3. to have resulted in damage within the United States, or outside of the United States in the case of an air carrier (as defined in section 40102 of title 49, United 17 States Code) or a United States flag vessel (or a vessel based principally in the United States, on which United States income tax is paid and whose insurance coverage is subject to regulation in the United States), or the premises of a United States mission; and
4. to have been committed by an individual or individuals acting on behalf of any foreign person or foreign interest as part of an effort to coerce the civilian population of the United States or to influence the policy or affect the conduct of the United States Government by coercion.

But, no act shall be certified by the Secretary as an act of terrorism if the act is committed as part of the course of a war declared by Congress (except for workers' compensation) or property and casualty insurance losses resulting from the act, in the aggregate, do not exceed $5,000,000.

These disclosures are informational only and do not modify your bond or affect your rights under the bond.

Copyright Zurich American Insurance Company 2003

OFFICIAL DOCUMENT

State of Illinois - Department of Revenue

Illinois Business Authorization

OFFICIAL DOCUMENT

GENEVA CONSTRUCTION CO

Loc. Code: 045-0018-0-001

North Aurora

INDIAN TRAIL & RTE 25
AURORA IL 60507-0998

Kane County

Expiration Date:
6/30/2025

Certificate of Registration

Sales and use taxes and fees

(0637-6568)

ILLINOIS REVENUE

Director

OFFICIAL DOCUMENT

Issued Date: 05/01/2024

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

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

March 31, 2025

PROCUREMENT SYNOPSIS

Requesting Department:	Kane County Building Management
Procurement Name:	Bid 25-014-TK Judicial Center Pavement Improvement Project
Recommended Vendors:	Geneva Construction Co.
Awarded Amount:	$1,238,806.88

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	March 7, 2025	Notices sent/Plan Holders: 40/40
Proposal Due Date:	March 28, 2025	Proposals Received: 8

PURPOSE

This bid seeks a qualified and experienced contractor for the asphalt parking lot improvements project and miscellaneous site work at the Kane County Judicial Center campus, located in St. Charles, IL. This is a prevailing wage project and requires compliance with Kane County's Responsible Bidder Ordinance (RBO) for public work. The following bids were received:

Vendors	Base Bid	Alt.#1	Alt.#2	Alt. #3	GRAND TOTAL
Geneva Construction – Aurora, IL	***$1,034,596.25***	***$25,256.25***	***$132,061.25***	***$46,920.36***	***$1,238,806.88***
Accu-Paving Co. - Broadview, IL	$1,022,232.00	$40,000.00	$133,000.00	$51,500.00	$1,246,732.00
Advantage Paving – Frankfort, IL	$1,050,000.00	$44,500.00	$128,500.00	$38,000.00	$1,261,000.00
Manevel Construction – Ingleside, IL	$1,076,626.00	$40,260.00	$119,895.00	$43,835.00	$1,280,616.00
Abbey Paving Co. - Aurora, IL	$1,148,770.00	$19,010.00	$118,108.00	$29,314.00	$1,325,202.00
Torch McNeil Paving – Elk Grove Village, IL	$1,110,455.00	$27,580.00	$152,130.00	$53,815.00	$1,343,980.00
M&J Asphalt Paving – Cicero, IL	$1,149,519.00	$35,000.00	$161,000.00	$45,000.00	$1,390,519.00
Chicagoland Paving – Lake Zurich, IL	$1,115,000.00	$50,000.00	$200,000.00	$50,000.00	$1,415,000.00

Kane County Building Management Department, Sheriff's Office, and Wight & Company, the architect of record, evaluated all bids per specifications and contract requirements and determined that Geneva Construction, Co. of Aurora, IL is the lowest responsive, responsible vendor to provide the required services at the highest quality and value.

Kane Building Management Department and the Sheriff's Office, with the support of the Purchasing Department, recommend awarding this contract to Geneva Construction Co. of Aurora, IL., pending approval by the Committee and full Kane County Board.

Submitted By:
Timothy Keovongsak,
Tim Keovongsak, CPPB
Director of Purchasing

cc: Building Management
Sheriff Office

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-471

AUTHORIZING ADDITIONAL JUDICIAL FACILITY CONSTRUCTION FUNDS FOR GENERAL CONSTRUCTION SERVICES WITH MRRW CONSTRUCTION, LLC (BID# 23-032)

WHEREAS, Kane County is currently in contract with MRRW Construction, LLC per Resolution No. 23-285 (BID# 23-032) to cover construction projects which cannot be performed in-house by County staff; and

WHEREAS, Resolution No. 24-238 authorizes Four Hundred Forty-Nine Thousand Seven Hundred Ninety Dollars ($449,790) for Judicial Facility Construction projects as follows: 1.) Building bathrooms at the KCDC for the Diagnostic Center employees and 2.) Converting Courtroom 150 to the jury check-in room, improving lighting, and building a new entryway to the back of the Third Street Courthouse, and other various projects for General Construction Services; and

WHEREAS, there are additional project needs for the 3rd street courthouse Security Station, Security Station Ballistics and contingency in the amount of One Hundred Eighty-Five Thousand Three Hundred Seventy-Two Dollars ($185,372); and

WHEREAS, adequate funds are available in the Judicial Facility Construction fund and the Sheriff's Office fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department, the Chief Judge's Office and Sheriff's Office are authorized to expend an additional One Hundred Eighty-Five Thousand Three Hundred Seventy-Two Dollars ($185,372) for the 3rd street courthouse Security Station and Security Station Ballistics which includes a 20% contingency of Thirty Thousand Eight Hundred Ninety-Five Dollars ($30,895) with MRRW Construction, LLC.

Line Item: 501.800.819.72010, 001.380.380, 001.380.400, Various
Line Item Description: Building Improvements, Sheriff's Fund
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Additional Judicial Facility Construction Funds for General Construction Services with MRRW Construction, LLC (BID#23-032)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $185,372
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the additional expenditure of funds for additional project needs at the 3rd Street Courthouse for the Security Station and Security Station Ballistics including contingency in the amount of $185,372. This work will be completed by MRRW Construction, LLC who is on contract with Kane County. This will be paid for by the Judical Facility Fund and the Sheriff's Office.

111 S. Lake Street
Montgomery, Illinois 60538

Kane County / 3rd Street Security Station

Proposal: KC012925

4/2/2025

Scope of Work to Include

Carpentry

- Build station which will consist of (4) structural walls
- Mill oak woodwork to match existing
- Furnish/Build custom oak woodwork to match existing panels in lobby (see attached drawings for reference)
- Furnish/Build/Install oak cabinets, locking (behind Views 1 and 3)
- Furnish/Install Quartz countertops

Electric

- Provide circuits for security station
- Homeruns from panel in basement thru floor to new security desks
- Provide (2) data drops (all work on data rack to be done by others)

Paint

- Stain all woodwork and cabinets to color match existing
- Finish all woodwork and cabinets



111 S. Lake Street
Montgomery, Illinois 60538

Labor/Supervision..... $ 70,488.80

Material ..... $ 22,500

Total ..... $ 92,988.80

Labor Breakdown

Technician Description	Rate	Hours
Foreman	$119.83	80
Journeyman	$117.12	520
Apprentice	$102.64	
Laborer	$66.19	

Total Labor $ 70,488.80

111 S. Lake Street
Montgomery, Illinois 60538

Kane County / 3rd Street Security Station Ballistics

Proposal: KC040225

4/2/2025

Scope of Work to Include

Ballistics (All Level 7 or 8)

- Furnish/Install ARMORCORE Bullet Resistant Panels (level 7) on all (4) walls
- Furnish/Install bullet resistant vision window w/steel frame (level 8)
- Clear glass clad polycarbonate security glazing (level 8)
- 3 pcs 6” round stainless steel speak-thru
- 1 pcs drop in stainless steel deal tray
- UL level 8 assembly
- Furnish/Install ballistic door and frame (see view 3 for reference)

Labor/Supervision..... **$ 9,369.60**

Material ..... **$ 52,000.00**

Total ..... **$ 61,488.80**

111 S. Lake Street
Montgomery, Illinois 60538

Labor Breakdown

Technician Description	Rate	Hours
Foreman	$119.83	
Journeyman	$117.12	80
Apprentice	$102.64	
Laborer	$66.19	

Total Labor $ 9,369.60

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-463

AUTHORIZING ADDITIONAL FUNDS FOR FIBER OPTIC SUPPORT SERVICES WITH NAT TECH, LLC D/B/A NATIONAL TECHNOLOGY, LLC NTI FOR THE INFORMATION TECHNOLOGIES DEPARTMENT

WHEREAS, the Kane County Information Technologies Department is responsible for fiber infrastructure within Kane County that provides connectivity to several government offices, educational institutions and Public Safety Answering Points (PSAPs); and

WHEREAS, the Information Technologies Department issued RFP 22-001 for fiber optic support services to retain the services of a certified and qualified contractor for the purpose of performing fiber optic support service that includes cable installation, troubleshooting, and repair at various locations throughout Kane County; and

WHEREAS, Kane County is in contract with Nat Tech, LLC d/b/a National Technology, LLC (NTI) for work on an "as needed" basis for five years per Resolution No. 22-170; and

WHEREAS, there have been additional needs for Fiber Optic Support Services due to ARPA related projects and the purchase of the new Kane County Building located at 2170 Point Blvd Elgin, IL 60123; and

WHEREAS, the contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Information Technologies Department is hereby authorized to expend an additional Three Hundred Thousand Dollars ($300,000) with Nat Tech LLC d/b/a National Technology, LLC (NTI) making the total amount Eight Hundred Thousand Dollars ($800,000) per fiscal year.

Line Item: 125.800.810.70060, Various
Line Item Description: Communications Equipment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Additional Funds for Fiber Optic Support Services with Nat Tech, LLC d/b/a National Technology, LLC NTI for the Information Technologies Department

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Charles Lasky, 630-232-5837

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $800,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the Kane County Information Technologies Department to allocate an additional $300,000 in funds for fiber optic support services provided by Nat Tech, LLC d/b/a National Technology, LLC (NTI). The additional funds are required due to increased demands resulting from ARPA-related projects and the recent acquisition of the new Kane County Building at 2170 Point Blvd, Elgin, IL. NTI has been contracted by Kane County under Resolution No. 22-170 for fiber optic support services, which include cable installation, troubleshooting, and repair at various county locations. The original contract was based on an “as needed” basis over five years. Given the expansion of services needed to support new county projects and infrastructure, the total contract amount will now increase to $800,000 annually, ensuring that the Information Technologies Department can continue to meet its operational needs for fiber infrastructure within the county.This resolution will provide the necessary resources to maintain and enhance the county’s fiber optic network, which is vital for connectivity to government offices, educational institutions, and Public Safety Answering Points (PSAPs) and we recommend approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-467

AUTHORIZING PURCHASE OF TRADES, LABOR, MATERIALS, AND RELATED SERVICES FOR SIDEWALK TRIP HAZARD REMOVAL WITH PRECISION CONCRETE CUTTING, INC. FOR THE MILL CREEK SPECIAL SERVICE AREA (TIPS CONTRACT# 23010402)

WHEREAS, pursuant to Article VII, Section 10, of the Illinois Constitution of 1970, and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1, et seq.), the County is authorized to procure goods and services through other governmental entities and agencies, provided various requirements of the Kane County Code are satisfied; and

WHEREAS, Chapter 2, Article VI, Division 3, Section 2-221 of the Kane County Code permits joint purchasing agreements by the County with other units of government when: a) the procurement is made pursuant to a written agreement, b) competitive selection procedures were used, c), the procurement is not employed to circumvent the intent of the County Purchasing Code, and d) the County is authorized pursuant to law or regulation to contract with the cooperating governmental agency; and

WHEREAS, pursuant to Kane County Board Resolution No. 24-245 the County of Kane has previously entered into a Master Intergovernmental Cooperative Purchasing Agreement ("MICPA") with TIPS; a cooperative purchasing organization that aggregates the purchasing power of governmental entities nationwide; and

WHEREAS, the MICPA is an intergovernmental agreement between the principal procurement agencies and the County (a participating agency) that permits the County to purchase products and/or services through various existing public purchasing agreements executed by the principal procurement agencies and their contracting third-party businesses; and

WHEREAS, the Kane County Mill Creek Special Service Area desires to utilize, through the TIPS MICPA, Trades, Labor, Materials and Related Services for Sidewalk Trip Hazard Removal public purchasing contract (Contract No. 23010402) to purchase Trades, Labor, Materials and related services for Sidewalk Trip Hazard Removal therefor from (Precision Concrete Cutting, Inc.); and

WHEREAS, the term of TIPS Precision Concrete Cutting contract (No. 23010402) is through April 30, 2026; and

WHEREAS, the County has in the past successfully utilized TIPS public purchasing contracts to the satisfaction of the County.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Building Management- Mill Creek Special Service Area is authorized to enter into a joint purchasing agreement with TIPS (under Contract No. 23010402) and Precision Concrete Cutting, Inc. for the purchase of Trades, Labor, Materials and related services for Sidewalk Trip Hazard Removal.

BE IT FURTHER RESOLVED that the Kane County Building Management- Mill Creek Special Service Area is hereby authorized to purchase Trades, Labor, Materials and related services for Sidewalk Trip Hazard Removal through TIPS Precision Concrete Cutting, Inc. Contract No. 23010402 for a sum not-to-exceed Thirty Thousand Dollars ($30,000) per fiscal year.

BE IT ALSO FURTHER RESOLVED by the Kane County Board that Thirty Thousand Dollars ($30,000) is hereby appropriated from Repairs and Maintenance- Grounds #(520.690.730.52120), Repairs and Maintenance- Roads #(520.690.730.52020) to pay for the Building Management- Mill Creek Special Service Area Trades, Labor, Materials and Related Services for Sidewalk Trip Hazard Removal procurement from Precision Concrete Cutting, Inc. under Contract No. 23010402.

Line Item: 520.690.730.52120, 520.690.730.52020, Various
Line Item Description: Repairs and Maintenance- Grounds, Repairs and Maintenance- Roads, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Purchase of Trades, Labor, Materials and Related Services for Sidewalk Trip Hazard Removal with Precision Concrete Cutting, Inc. for the Mill Creek Special Service Area (TIPS Contract #23010402)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $30,000
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the purchase of trades, labor, matierlas, and related services for sidewalk trip hazard removal with Precision Concrete Cutting, Inc. for the Building Management - Mill Creek Special Service Area. Precision Concrete Cutting is part of the TIPS (Interlocal Purchasing System) under contract #23010402. Adequate funds have been budgeted and are available in the Mill Creek Repairs and Maintenance budget in the amount of $30,000 per fiscal year.

TIPS VENDOR AGREEMENT (Part 2)

TIPS RCSP 230104 Trades, Labor, and Materials (Part 2)

The following Vendor Agreement ("Agreement") creates a legal agreement between The Interlocal Purchasing System ("TIPS"), a government purchasing cooperative and Department of Texas Region 8 Education Service Center and (INSERT ENTITY NAME):

Precision Concrete Cutting, Inc.

(ENTER ENTITY NAME]

its owners, agents, subsidiaries, and affiliates (together, "Vendor") (individually, "Party", and collectively the "Parties") and this agreement shall exclusively govern the contractual relationship ("Agreement") between the Parties for Part 2 of the related solicitation opportunity. If Vendor proposes and awarded on Part 1, a separate Part 1 Vendor Agreement shall control Part 1 terms.

TIPS, a governmental entity and a national purchasing cooperative seeks to provide a valuable and necessary solution to public entities and qualifying non-profits by performing the public procurement solicitation process and awarding compliant contracts to qualified vendors. Then, where the law of a customer's jurisdiction allows, instead of public entities and qualifying non-profits expending time, money, and resources on the extensive public procurement process, the use of TIPS allows public entities to quickly select and purchase their preferred products or services from qualified, competitively evaluated vendors through cooperative purchasing.

1. **Purpose.** The purpose of this Agreement is to identify the terms and conditions of the relationship between TIPS and Vendor. Public entities and qualifying non-profits that properly join or utilize TIPS "(TIPS Members") may elect to "piggyback" off of TIPS' procurements and agreements where the laws of their jurisdiction allow. TIPS Members are not contractual parties to this Agreement although terms and conditions of this Agreement may ensure benefits to TIPS Members.

2. **Authority.** The Parties agree that the signatories below are individual authorized to enter into this Agreement on behalf of their entity and that they are acting under due and proper authority under applicable law.

3. **Definitions.**

    a. **TIPS Pricing:** The specific pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which Vendor submitted and TIPS approved for each respective TIPS Contract awarded to Vendor and all permissible, subsequent pricing updates submitted by Vendor and accepted by TIPS, if any.

4. **Entire Agreement.** This Agreement resulted from TIPS posting a Part 2 "TIPS Solicitation" (RFP, RCSP, RFQ, or other) and Vendor submitting a proposal in response to that posted TIPS Solicitation for evaluation and award. The Parties agree that this Agreement consists of the provisions set forth herein and: (1) The Part 2 TIPS solicitation document resulting in this Agreement; (2) Any Part 2 addenda or clarifications issued in relation to the TIPS solicitation; (3) All Part 2 solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire Part 2 proposal response to the TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to this Agreement. All documentation and information listed is hereby incorporated by reference as if set forth herein verbatim. In the event of conflict between the terms herein and one of the incorporated documents the terms and conditions herein shall control.

5. **Vendor's Specific Warranties, Terms, and License Agreements.** Because TIPS serves public entities and non-profits throughout the nation all of which are subject to specific laws and policies of their jurisdiction, as a matter of standard practice, TIPS does not typically accept a Vendor's specific "Sale Terms" (warranties, license agreements, master agreements, terms and conditions, etc.) on behalf of all TIPS Members. TIPS may permit Vendor to attach those to this Agreement to display to interested customers what terms may apply to their Supplemental Agreement with Vendor (if submitted by Vendor for that purpose). However, unless this term of the Agreement is negotiated and modified to state otherwise, those specific Sale Terms are not accepted by TIPS on behalf of all TIPS Members and each Member may choose whether to accept, negotiate, or reject those specific Sale Terms, which must be reflected in a separate agreement between Vendor and the Member in order to be effective.

6. **Vendor Identity and Contact Information.** It is Vendor's sole responsibility to ensure that all identifying vendor information (name, EIN, d/b/a's, etc.) and contact information is updated and current at all times within the TIPS eBid System and the TIPS Vendor Portal. It is Vendor's sole responsibility to confirm that all e-correspondence issued from tips-usa.com, ionwave.net, and tipsconstruction.com to Vendor's contacts are received and are not blocked by firewall or other technology security. Failure to permit receipt of correspondence from these domains and failure to keep vendor identity and contact information current at all times during the life of

the contract may cause loss of TIPS Sales, accumulating TIPS fees, missed rebid opportunities, lapse of TIPS Contract(s), and unnecessary collection or legal actions against Vendor. It is no defense to any of the foregoing or any breach of this Agreement that Vendor was not receiving TIPS' electronic communications issued by TIPS to Vendor's listed contacts.

7. **Initiation of TIPS Sales.** When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Once verified, Vendor must include the TIPS Contract Number on all purchase communications and sales documents exchanged with the TIPS Member.

8. **TIPS Sales and Supplemental Agreements.** If awarded, when making a sale under this awarded contract, the terms of the specific TIPS order, including but not limited to: shipping, freight, insurance, delivery, fees, bonding, cost, delivery expectations and location, returns, refunds, terms, conditions, cancellations, defects, order assistance, etc., shall be controlled by the purchase agreement (Purchase Order, Contract, AIA Contract, Invoice, etc.) ("Supplemental Agreement" as used herein) entered into between the TIPS Member Customer and Vendor only. TIPS is not a party to any Supplemental Agreement. All Supplemental Agreements shall include Vendor's Name, as known to TIPS, and TIPS Contract Name and Number. Vendor accepts and understands that TIPS is not a legal party to TIPS Sales and Vendor is solely responsible for identifying fraud, mistakes, unacceptable terms, or misrepresentations for the specific order prior to accepting. Vendor agrees that any order issued from a customer to Vendor, even when processed through TIPS, constitutes a legal contract between the customer and Vendor only. When Vendor accepts or fulfills an order, even when processed through TIPS, Vendor is representing that Vendor has carefully reviewed the order for legality, authenticity, and accuracy and TIPS shall not be liable or responsible for the same. In the event of a conflict between the terms of this TIPS Vendor Agreement and those contained in any Supplemental Agreement, the provisions set forth herein shall control unless otherwise agreed to and authorized by the Parties in writing within the Supplemental Agreement. The Supplemental Agreement shall dictate the scope of services, the project delivery expectations, the scheduling of projects and milestones, the support requirements, and all other terms applicable to the specific sale(s) between the Vendor and the TIPS Member.

9. **Right of Refusal.** Vendor has the right not to sell to a TIPS Member under the awarded agreement at Vendor's discretion unless otherwise required by law.

10. **Reporting TIPS Sales**. If awarded on this TIPS Contract, for the duration of the contract, Vendor shall provide a RS Means or Xactimate line-item estimates to TIPS for each anticipated TIPS project or sale. When a TIPS Member Customer seeks a quote or proposal for a TIPS sale, Vendor shall always supply a line-item estimate to TIPS for review and approval. If awarded, Vendor must report all TIPS Sales to TIPS. If a TIPS sale is initiated by Vendor receiving a TIPS Member's purchase order from TIPS directly, Vendor may consider that specific TIPS Sale reported. Otherwise, with the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the line item quote and purchase order or similar purchase document (with Vendor's Name, as known to TIPS, the TIPS Contract Name and Number included, and authorized signatures on behalf of both the TIPS Member and Vendor) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion. Please refer to the TIPS Accounting FAQ's for more information about reporting sales and if you have further questions, contact the Accounting Team at accounting@tips-usa.com.

11. **TIPS Administration Fees.** The collection of administrative fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The administration fee ("TIPS Administration Fee") is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of the amount paid by the TIPS Member for each TIPS Sale, less shipping cost, bond cost, and taxes if applicable and identifiable, which is legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding solicitation and is incorporated herein by reference. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member, not on the Vendor's cost or on the amount for which the Vendor sold the item to a dealer or Authorized Reseller. Upon receipt of payment for a TIPS Sale, including partial payment (which renders TIPS Administration Fees immediately due), Vendor shall issue to TIPS the corresponding TIPS Administration Fee payment as soon as possible but not later than thirty-one calendar days following Vendor's receipt of payment. Vendor shall pay TIPS via check unless otherwise agreed to by the Parties in writing. Vendor shall include clear documentation with the issued payment dictating to which sale(s) the amount should be applied. Vendor may create a payment report within their TIPS Vendor Portal which is the preferred documentation dictating to which TIPS Sale(s) the amount should be applied. Failure to pay all TIPS Administration Fees pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion as well as the initiation of collection and legal actions by TIPS against

Vendor to the extent permitted by law. Any overpayment of participation fees to TIPS by Vendor will be refunded to the Vendor within ninety (90) days of receipt of notification if TIPS receives written notification of the overpayment not later than the expiration of six (6) months from the date of overpayment and TIPS determines that the amount was not legally due to TIPS pursuant to this agreement and applicable law. Any notification of overpayment received by TIPS after the expiration of six (6) months from the date that TIPS received the payment will render the overpayment non-refundable. Region 8 ESC and TIPS reserve the right to extend the six (6) month deadline if approved by the Region 8 ESC Board of Directors. TIPS reserves all rights under the law to collect TIPS Administration Fees due to TIPS pursuant to this Agreement.

12. **Term of the Agreement.** If awarded, the resulting Agreement with TIPS is for approximately two years with an option for renewal for an additional three consecutive one-year terms. The three consecutive one-year renewals shall renew automatically annually, unless either Party notifies the other of its objection to a renewal. TIPS reserves the right to object to and refuse any or all of the three consecutive one-year renewals.

Actual Effective Date: Agreement is effective upon signature by authorized representatives of both Parties. The Effective Date does not affect the "Term Calculation Start Date."

Term Calculation Start Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, Vendor shall calculate the foregoing term as starting on the last day of the month that "Award Notifications" are anticipated as published in the Solicitation, regardless of the actual Effective Date.

Example of Term Calculation Start Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 in this example.

Contract Expiration Date: To keep the contract term consistent for all vendors awarded under a single TIPS contract, the term expiration date shall be two-years from the Term Calculation Start Date.

Example of Contract Expiration Date: If the anticipated "Award Date" published in the Solicitation is May 22, 2023, but extended negotiations delay award until June 27, 2023 (Actual Effective Date), the Term Calculation Start Date shall be May 31, 2023 and the Contract Expiration Date of the resulting initial "two-year" term, (which is subject to an extension(s)) will be May 31, 2025 in this example.

Option(s) for Renewal: Any option(s) for renewal shall begin on the Contract Expiration Date, or the date of the expiration of the prior renewal term where applicable, and continue for the duration specified for the renewal option herein.

Example of Option(s) for Renewal: In this example, if TIPS offers the first one-year renewal and the Contract Expiration Date is May 31, 2025, then the one-year renewal is effective from May 31, 2025 to May 31, 2026.

TIPS may offer to extend Vendor Agreements to the fullest extent the TIPS Solicitation resulting in this Agreement permits.

13. **TIPS Pricing.** Vendor agrees and understands that for each TIPS Contract that it is awarded, Vendor submitted, agreed to, and received TIPS' approval for pricing, coefficients, mark-ups, discounts, and other pricing terms and incentives which make up Vendor's TIPS Pricing for that TIPS Contract ("TIPS Pricing"). Vendor confirms that Vendor will not add the TIPS Administration Fee as a charge or line-item in a TIPS Sale. Vendor hereby certifies that Vendor shall only offer goods and services through this TIPS Contract if those goods and services fall within the scope of the TIPS Contract and are priced according to Vendor's TIPS Pricing. TIPS reserves the right to review Vendor's proposals and quotes line-item by line-item to determine compliance. However, Vendor contractually agrees that all TIPS quotes and proposals shall be within the original terms of the Vendor's TIPS Pricing (scope, coefficients, percentage markups, and other pricing terms and incentives originally proposed by Vendor) such that TIPS may approve Vendor's quotes and proposals without additional vetting at TIPS discretion.

14. **Indemnification of TIPS.** **VENDOR AGREES TO INDEMNIFY, HOLD HARMLESS, AND DEFEND TIPS, TIPS MEMBERS, TIPS OFFICERS, TIPS EMPLOYEES, TIPS DIRECTORS, AND TIPS TRUSTEES (THE "TIPS INDEMNITEES") FROM AND AGAINST ALL CLAIMS AND SUITS BY THIRD-PARTIES FOR DAMAGES, INJURIES TO PERSONS (INCLUDING DEATH), PROPERTY DAMAGES, LOSSES, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES, ARISING OUT OF OR RELATING TO VENDOR'S PERFORMANCE UNDER THIS AGREEMENT (INCLUDING THE PERFORMANCE OF VENDOR'S OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES), REGARDLESS OF THE NATURE OF THE CAUSE OF ACTION, INCLUDING WITHOUT LIMITATION CAUSES OF ACTION BASED UPON COMMON, CONSTITUTIONAL, OR STATUTORY LAW OR BASED IN WHOLE OR IN PART UPON ALLEGATIONS OF NEGLIGENT OR INTENTIONAL ACTS OR OMISSIONS ON THE PART OF VENDOR, ITS OFFICERS, EMPLOYEES, AGENTS, AUTHORIZED RESELLERS, SUBCONTRACTORS, LICENSEES, OR INVITEES. NO LIMITATION OF**

LIABILITY FOR DAMAGES FOR PERSONAL INJURY OR PROPERTY DAMAGE ARE PERMITTED OR AGREED TO BY TIPS. APART FROM THIS INDEMNIFICATION PROVISION REQUIRING INDEMNIFICATION OF THE TIPS INDEMNITEES' ATTORNEY'S FEES AS SET FORTH ABOVE, RECOVERY OF ATTORNEYS' FEES BY THE PREVAILING PARTY IS AUTHORIZED ONLY IF AUTHORIZED BY TEX. EDUC. CODE § 44.032(F).

15. **Indemnification and Assumption of Risk – Vendor Data.** **VENDOR AGREES THAT IT IS VOLUNTARILY PROVIDING DATA (INCLUDING BUT NOT LIMITED TO: VENDOR INFORMATION, VENDOR DOCUMENTATION, VENDOR'S PROPOSALS, VENDOR PRICING SUBMITTED OR PROVIDED TO TIPS, TIPS CONTRACT DOCUMENTS, TIPS CORRESPONDENCE, VENDOR LOGOS AND IMAGES, VENDOR'S CONTACT INFORMATION, VENDOR'S BROCHURES AND COMMERCIAL INFORMATION, VENDOR'S FINANCIAL INFORMATION, VENDOR'S CERTIFICATIONS, AND ANY OTHER VENDOR INFORMATION OR DOCUMENTATION, INCLUDING WITHOUT LIMITATION SOFTWARE AND SOURCE CODE UTILIZED BY VENDOR, SUBMITTED TO TIPS BY VENDOR AND ITS AGENTS) ("VENDOR DATA") TO TIPS. FOR THE SAKE OF CLARITY, AND WITHOUT LIMITING THE BREADTH OF THE INDEMNITY OBLIGATIONS IN SECTION 13 ABOVE, VENDOR AGREES TO PROTECT, INDEMNIFY, AND HOLD THE TIPS INDEMNITEES HARMLESS FROM AND AGAINST ANY AND ALL LOSSES, CLAIMS, ACTIONS, DEMANDS, ALLEGATIONS, SUITS, JUDGMENTS, COSTS, EXPENSES, FEES, INCLUDING COURT COSTS, ATTORNEY'S FEES, AND EXPERT FEES AND ALL OTHER LIABILITY OF ANY NATURE WHATSOEVER ARISING OUT OF OR RELATING TO: (I) ANY UNAUTHORIZED, NEGLIGENT OR WRONGFUL USE OF, OR CYBER DATA BREACH INCIDENT AND VIRUSES OR OTHER CORRUPTING AGENTS INVOLVING, VENDOR'S DATA, PRICING, AND INFORMATION, COMPUTERS, OR OTHER HARDWARE OR SOFTWARE SYSTEMS, AND; (II) ALLEGATIONS OR CLAIMS THAT ANY VENDOR DATA INFRINGES ON THE INTELLECTUAL PROPERTY RIGHTS OF A THIRD-PARTY OR VENDOR.**

16. **Intellectual Property Indemnification by Vendor. Procedures Related to Indemnification.** In the event that an indemnity obligation arises, Vendor shall pay all amounts set forth in Section 13 and 14 above (including any settlements) and – if it has accepted its indemnity obligation without qualification – control the legal defense to such claim or cause of action, including without limitation attorney selection, strategy, discovery, trial, appeal, and settlement, and TIPS shall, at Vendor's cost and expense (with respect to reasonable out of pocket costs and expenses incurred by TIPS which shall be reimbursed to TIPS by Vendor), provide all commercially reasonable assistance requested by Vendor. In controlling any defense, Vendor shall ensure that all assertions of governmental immunity and all applicable pleas and defenses shall be promptly asserted.

17. **Indemnity for Underlying Sales and Supplemental Agreements.** Vendor shall be solely responsible for any customer claims or any disputes arising out of TIPS Sales or any Supplemental Agreement as if sold in the open-market. The Parties agree that TIPS shall not be liable for any claims arising out of Vendor's TIPS Sales or Supplemental Agreements, including but not limited to: allegations of product defect or insufficiency, allegations of service defect or insufficiency, allegations regarding delivery defect or insufficiency, allegations of fraud or misrepresentation, allegations regarding pricing or amounts owed for TIPS sales, and/or allegations regarding payment, over-payment, under-payment, or non-payment for TIPS Sales. Payment/Drafting, overpayment/over-drafting, under-payment/under-drafting, or non-payment for TIPS Sales between customer and Vendor and inspections, rejections, or acceptance of such purchases shall be the exclusive respective obligations of Vendor/Customer, and disputes shall be handled in accordance with the terms of the underlying Supplemental Agreement(s) entered into between Vendor and Customer. Vendor acknowledges that TIPS is not a dealer, subcontractor, agent, or reseller of Vendor's goods and services and shall not be responsible for any claims arising out of alleged insufficiencies or defects in Vendor's goods and services, should any arise.

18. **Confidentiality of Vendor Data.** Vendor understands and agrees that by signing this Agreement, all Vendor Data is hereby released to TIPS, TIPS Members, and TIPS third-party administrators to effectuate Vendor's TIPS Contract except as provided for herein. The Parties agree that Vendor Data is accessible by all TIPS Members as if submitted directly to that TIPS Member Customer for purchase consideration. If Vendor otherwise considers any portion of Vendor's Data to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code (the "Public Information Act") or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form which is required to be submitted as part of Vendor's proposal resulting in this Agreement and incorporated by reference. The Confidentiality Claim Form included in Vendor's proposal and incorporated herein by reference is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a Public Information Request. If TIPS receives a request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor Data deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. In the event that TIPS receives a written request for information pursuant to the Public Information Act that affects Vendor's interest in any information or data furnished to TIPS by Vendor, and TIPS requests an opinion from the Attorney General, Vendor may, at its own option and expense, prepare comments and submit information directly to the Attorney General stating why the requested information is exempt from disclosure pursuant to the requirements of the Public Information Act. Vendor is solely responsible for submitting the memorandum brief and information to the Attorney General within the time period prescribed by the Public Information Act. Notwithstanding any other information provided in this solicitation or Vendor designation of certain Vendor Data as confidential or proprietary, Vendor's acceptance of this TIPS Vendor Agreement constitutes Vendor's consent to the disclosure of Vendor's Data, including any information deemed confidential or proprietary, to TIPS

Members or as ordered by a Court or government agency, including without limitation the Texas Attorney General. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation by TIPS Members or as required by law.

19. **Vendor's Subcontractors.** TIPS recognizes that many vendors operate in the open market through the use of subcontractors. For that reason, TIPS permits Vendor to utilize subcontractors as authorized and permitted by the TIPS Member Customer. However, all purchase documents must include: (1) Vendor's Name, as known to TIPS, and; (2) Vendor's TIPS Contract Name and Number under which it is making the TIPS Sale. Vendor must report the sale pursuant to the terms herein and Vendor agrees that it is legally responsible for all reporting and fee payment as described herein for TIPS Sales even when subcontractors are utilized. The TIPS Administration Fee is assessed on the amount paid by the TIPS Member to Vendor. The Parties intend that Vendor shall be responsible and for actions of subcontractors during a TIPS Sale. Vendor agrees that it is voluntarily authorizing subcontractors and in doing so, Vendor agrees that it is doing so at its own risk and agrees to protect, indemnify, and hold TIPS harmless in accordance with Sections 14-17 above related to subcontractor TIPS Sales made pursuant to this Agreement or purporting to be made pursuant to this Agreement that may be asserted against Vendor whether rightfully brought or otherwise. The Parties further agree that it is no defense to Vendor's breach of this Agreement that a subcontractor caused Vendor of breach this Agreement.

20. **Circumvention of TIPS Sales**. When a public entity initiates a purchase with Vendor, if the Member inquires verbally or in writing whether Vendor holds a TIPS Contract, it is the duty of the Vendor to verify whether the Member is seeking a TIPS purchase. Any request for quote, customer communication, or customer purchase initiated through or referencing a TIPS Contract shall be completed through TIPS pursuant to this Agreement. Any encouragement or participation by Vendor in circumventing a TIPS sale being completed may result in immediate termination of Vendor's TIPS Contract(s) for cause as well as preclusion from future TIPS opportunities at TIPS sole discretion.

21. **State of Texas Franchise Tax.** By signature hereon, Vendor hereby certifies that Vendor is not currently delinquent in the payment of any franchise taxes owed to the State of Texas under Chapter 171 of the Texas Tax Code.

22. **Termination.**

A) Termination for Convenience. TIPS may, by written notice to Vendor, terminate this Agreement for convenience, in whole or in part, at any time by giving thirty (30) days' written notice to Vendor of such termination, and specifying the effective date thereof.

B) Termination for Cause. If Vendor fails to materially perform pursuant to the terms of this Agreement, TIPS shall provide written notice to Vendor specifying the default. If Vendor does not cure such default within thirty (30) days, TIPS may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

C) Vendor's Termination. If TIPS fails to materially perform pursuant to the terms of this Agreement, Vendor shall provide written notice to TIPS specifying the default ("Notice of Default"). If TIPS does not cure such default within thirty (30) days, Vendor may terminate this Agreement, in whole or in part, for cause. If TIPS terminates this Agreement for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience.

D) Upon termination, all TIPS Sale orders previously accepted by Vendor shall be fulfilled and Vendor shall be paid for all TIPS Sales executed pursuant to the applicable terms. All TIPS Sale orders presented to Vendor but not fulfilled by Vendor, prior to the actual termination of this agreement shall be honored at the option of the TIPS Member. TIPS shall submit to Vendor an invoice for any outstanding TIPS Administration Fees and approved expenses and Vendor shall pay such fees and expenses within 30 calendar days of receipt of such valid TIPS invoice. Vendor acknowledges and agrees that continued participation in TIPS is subject to TIPS' sole discretion and that any Vendor may be removed from the TIPS program at any time with or without cause. This termination clause does not affect TIPS Sales Supplemental Agreements pursuant to this term regarding termination and the Survival Clause term

E) Vendor hereby waives any and all claims for damages, including, but not limited, to consequential damages or lost profits, that might arise from TIPS' act of terminating this Agreement.

23. **Survival Clause.** It is the intent of the Parties that this Agreement and procurement method applies to any TIPS Sale made during the life of this Agreement even if made on or near the Contract Expiration Date as defined herein. Thus, all TIPS Sales, including but not limited to: leases, service agreements, license agreements, open purchase orders, warranties, and contracts, even if they extend months or years past the TIPS Contract Expiration Date, shall survive the expiration or termination of this Agreement subject to the terms and conditions of the Supplemental Agreement between Customer and Vendor or unless otherwise specified herein.

24. **Audit Rights.** Due to transparency statutes and public accountability requirements of TIPS and TIPS Members, Vendor shall at their sole expense, maintain documentation of all TIPS Sales for a period of three years from the time of the TIPS Sale. In order to ensure and confirm compliance with this agreement, TIPS shall have authority to conduct audits of Vendor's TIPS Pricing or TIPS Sales with thirty-days' notice unless the audit is ordered by a Court Order or by a Government Agency with authority to do so without said notice. Notwithstanding the foregoing, in the event that TIPS is made aware of any pricing being offered to eligible entities that is materially inconsistent with Vendor's TIPS Pricing, TIPS shall have the ability to conduct the audit internally or may engage a third- party auditing firm to investigate any possible non-compliant conduct or may terminate the Agreement according to the terms of this Agreement. In the event of an audit, the requested materials shall be reasonably provided in the time, format, and at the location acceptable to TIPS. TIPS agrees not to perform a random audit the TIPS transaction documentation more than once per calendar year, but reserves the right to audit for just cause or as required by any governmental agency or court with regulatory authority over TIPS or the TIPS Member. These audit rights shall survive termination of this Agreement for a period of one (1) year from the effective date of termination.

25. **Conflicts of Interest.** The Parties confirm that they have not offered, given, or accepted, nor intend to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, service to the other in connection with this Agreement. Vendor affirms that, to the best of Vendor's knowledge, this Agreement has been arrived at independently, and is awarded without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this Agreement. Vendor agrees that it has disclosed any necessary affiliations with Region 8 Education Service Center and the TIPS Department, if any, through the Conflict of Interest attachment provided in the solicitation resulting in this Agreement.

26. **Volume of TIPS Sales.** Nothing in this Agreement or any TIPS communication may be construed as a guarantee that TIPS or TIPS Members will submit any TIPS orders to Vendor at any time.

27. **Compliance with the Law.** The Parties agree to comply fully with all applicable federal, state, and local statutes, ordinances, rules, and regulations applicable to their entity in connection with the programs contemplated under this Agreement.

28. **Severability.** If any term(s) or provision(s) of this Agreement are held by a court of competent jurisdiction to be invalid, void, or unenforceable, then such term(s) or provision(s) shall be deemed restated to reflect the original intention of the Parties as nearly as possible in accordance with applicable law and the remainder of this Agreement, and the remainder of the provisions of this Agreement shall remain in full force and effect and shall in no way be affected, impaired or invalidated, unless such holding causes the obligations of the Parties hereto to be impossible to perform or shall render the terms of this Agreement to be inconsistent with the intent of the Parties hereto.

29. **Force Majeure.** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement through no fault of its own then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon. Upon delivering such notice, the obligation of the affected party, so far as it is affected by such Force Majeure as described, shall be suspended during the continuance of the inability then claimed but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch. In the event that Vendor's obligations are suspended by reason of Force Majeure, all TIPS Sales accepted prior to the Force Majeure event shall be the legal responsibility of Vendor and the terms of the TIPS Sale Supplemental Agreement shall control Vendor's failure to fulfill for a Force Majeure event.

30. **Immunity.** Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement of, any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

31. **Insurance Requirements.** Vendor agrees to maintain the following minimum insurance requirements for the duration of this Agreement. All policies held by Vendor to adhere to this term shall be written by a carrier with a financial size category of VII and at least a rating of "A-" by A.M. Best Key Rating Guide. The coverages and limits are to be considered minimum requirements and in

no way limit the liability of the Vendor(s). Any immunity available to TIPS or TIPS Members shall not be used as a defense by the contractor's insurance policy. Only deductibles applicable to property damage are acceptable, unless proof of retention funds to cover said deductibles is provided. "Claims made" policies will not be accepted. Vendor's required minimum coverage shall not be suspended, voided, cancelled, non-renewed or reduced in coverage or in limits unless replaced by a policy that provides the minimum required coverage except after thirty (30) days prior written notice by certified mail, return receipt requested has been given to TIPS or the TIPS Member if a project or pending delivery of an order is ongoing. Upon request, certified copies of all insurance policies shall be furnished to the TIPS or the TIPS Member. Vendor agrees that when Vendor or its subcontractors are liable for any damages or claims, Vendor's policy, shall be primary over any other valid and collectible insurance carried by the Member or TIPS.

General Liability:	$1,000,000 each Occurrence/Aggregate
Automobile Liability:	$300,000 Includes owned, hired & non-owned
Workers' Compensation:	Statutory limits for the jurisdiction in which the Vendor performs under this Agreement. If Vendor performs in multiple jurisdictions, Vendor shall maintain the statutory limits for the jurisdiction with the greatest dollar policy limit requirement.
Umbrella Liability:	$1,000,000 each Occurrence/Aggregate

32. **Waiver.** No waiver of any single breach or multiple breaches of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision. No delay in acting regarding any breach of any provision shall be construed to be a waiver of such breach.

33. **Binding Agreement.** This Agreement shall be binding and inure to the benefit of the Parties hereto and their respective heirs, legal successors, and assigns.

34. **Headings.** The paragraph headings contained in this Agreement are included solely for convenience of reference and shall not in any way affect the meaning or interpretation of any of the provisions of this Agreement.

35. **Choice of Law and Venue.** This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of Texas. Any proceeding, claim, action, or alternative dispute resolution arising out of or relating to this Agreement or involving TIPS shall be brought in a State Court of competent jurisdiction in Camp County, Texas, or if Federal Court is legally required, a Federal Court of competent jurisdiction in the Eastern District of Texas, and each of the Parties irrevocably submits to the exclusive jurisdiction of said court in any such proceeding, waives any objection it may now or hereafter have to venue or to convenience of forum, agrees that all claims in respect of the proceeding shall be heard and determined only in any such court, and agrees not to bring any proceeding arising out of or relating to this procurement process or any contract resulting from or and contemplated transaction in any other court. The Parties agree that either or both of them may file a copy of this paragraph with any court as written evidence of the knowing, voluntary and freely bargained for agreement between the Parties irrevocably to waive any objections to venue or to convenience of forum.

36. **Relationship of the Parties.** Nothing contained in this Agreement shall be construed to make one Party an agent of the other Party nor shall either party have any authority to bind the other in any respect, unless expressly authorized by the other party in writing. The Parties are independent contractors and nothing in this Agreement creates a relationship of employment, trust, agency or partnership between them.

37. **Assignment.** No assignment of this Agreement or of any duty or obligation of performance hereunder, shall be made in whole or in part by a Party hereto without the prior written consent of the other Party. Written consent of TIPS shall not be unreasonably withheld.

38. **Minimum Condition and Warranty Requirements for TIPS Sales.** All goods quoted or sold through a TIPS Sale shall be new unless clearly stated otherwise in writing. All new goods and services shall include the applicable manufacturers minimum standard warranty unless otherwise agreed to in the Supplemental Agreement.

39. **Minimum Customer Support Requirements for TIPS Sales.** Vendor shall provide timely and commercially reasonable support for TIPS Sales or as agreed to in the applicable Supplemental Agreement.

40. **Minimum Shipping Requirements for TIPS Sales.** Vendor shall ship, deliver, or provide ordered goods and services within a commercially reasonable time after acceptance of the order. If a delay in delivery is anticipated, Vendor shall notify the TIPS Member as to why delivery is delayed and provide an updated estimated time for completion. The TIPS Member may cancel the order if the delay is not commercially acceptable or not consistent with the Supplemental Agreement applicable to the order.

41. **Minimum Vendor License Requirements.** Vendor shall maintain, in current status, all federal, state, and local licenses, bonds and permits required for the operation of the business conducted by Vendor. Vendor shall remain fully informed of and in compliance with

all ordinances and regulations pertaining to the lawful provision of goods or services under the TIPS Agreement. TIPS and TIPS Members reserve the right to stop work and/or cancel a TIPS Sale or terminate this or any TIPS Sale Supplemental Agreement involving Vendor if Vendor's license(s) required to perform under this Agreement or under the specific TIPS Sale have expired, lapsed, are suspended or terminated subject to a 30-day cure period unless prohibited by applicable statue or regulation.

42. **Minimum Vendor Legal Requirements.** Vendor shall remain aware of and comply with this Agreement and all local, state, and federal laws governing the sale of products/services offered by Vendor under this contract. Such applicable laws, ordinances, and policies must be complied with even if not specified herein.

43. **Minimum Site Requirements for TIPS Sales (*when applicable to TIPS Sale*).**

Cleanup: When performing work on site at a TIPS Member's property, Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by the TIPS Member or as agreed by the parties. Upon completion of work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.

Preparation: Vendor shall not begin a project for which a TIPS Member has not prepared the site, unless Vendor does the preparation work at no cost, or until TIPS Member includes the cost of site preparation in the TIPS Sale Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.

Registered Sex Offender Restrictions: For work to be performed at schools, Vendor agrees that no employee of Vendor or a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are, or reasonably expected to be, present unless otherwise agreed by the TIPS Member. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the TIPS Sale at the TIPS Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Safety Measures: Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by the operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.

Smoking: Persons working under Agreement shall adhere to the TIPS Member's or local smoking statutes, codes, ordinances, and policies.

44. **Wage Rates:** TIPS Member Customers often have to designate either Davis Bacon Act wage rates or similar wage rates for their construction contracts. The RS Means Unit Price Book accounts for local wage rates and the contractor must comply with RS Means and any additional wage rate requirements of the TIPS Member Customer.

45. **Engineering and Architectural Services:** It is impermissible in Texas and some other jurisdictions for engineering and architectural services (A&E) to be procured or provided through an interlocal cooperative contract such as this one. The TIPS Member Customer, if required by law, must engage independent A&E providers according to the laws of their jurisdiction.

46. **Payment for TIPS Sales.** TIPS Members may make payments for TIPS Sales directly to Vendor, or as otherwise agreed to in the applicable Supplemental Agreement after receipt of the invoice and in compliance with applicable payment statutes. Regardless of how payment is issued or received for a TIPS Sale, Vendor is responsible for all reporting and TIPS Administration Fee payment requirements as stated herein.

47. **Marketing.** Vendor agrees to allow TIPS to use their name and logo within the TIPS website, database, marketing materials, and advertisements unless Vendor negotiates this term to include a specific acceptable-use directive. Any use of TIPS' name and logo or any form of publicity, inclusive of press release, regarding this Agreement by Vendor must have prior approval from TIPS which will not be unreasonably withheld. Request may be made by email to tips@tips-usa.com. For marketing efforts directed to TIPS Members, Vendor must request and execute a separate Joint Marketing Disclaimer, at marketing@tips-usa.com, before TIPS can release contact information for TIPS Member entities for the purpose of marketing your TIPS contract(s). Vendor must adhere to strict Marketing Requirements once a disclaimer is executed. The Joint Marketing Disclaimer is a supplemental agreement specific to joint marketing efforts and has no effect on the terms of the TIPS Vendor Agreement. Vendor agrees that any images, photos, writing, audio, clip art, music, or any other intellectual property ("Property") or Vendor Data utilized, provided, or approved by Vendor during the course of the joint marketing efforts are either the exclusive property of Vendor, or Vendor has all necessary rights, license, and permissions to utilize said Property in the joint marketing efforts. Vendor agrees that they shall indemnify and hold harmless TIPS and its employees,

officers, agents, representatives, contractors, assignees, designees, and TIPS Members from any and all claims, damages, and judgments involving infringement of patent, copyright, trade secrets, trade or services marks, and any other intellectual or intangible property rights and/or claims arising from the Vendor's (including Vendor's officers', employees', agents', Authorized Resellers', subcontractors', licensees', or invitees') unauthorized use or distribution of Vendor Data and Property.

48. **Tax Exempt Status of TIPS Members.** Most TIPS Members are tax exempt entities and the laws and regulations applicable to the specific TIPS Member customer shall control.

49. **Automatic Renewal Limitation for TIPS Sales.** No TIPS Sale may incorporate an automatic renewal clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing an Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable.

50. **Choice of Law Limitation for TIPS Sales.** Vendor agrees that if any "Choice of Law" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the TIPS Sale agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable.

51. **Venue Limitation for TIPS Sales.** Vendor agrees that if any "Venue" provision is included in any TIPS Sale Agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable.

52. **Indemnity Limitation for TIPS Sales.** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any TIPS sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable.

53. **Arbitration Limitation for TIPS Sales.** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may not require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable.

In Witness Whereof, the parties hereto, each acting under due and proper authority, have signed this Agreement.

TIPS VENDOR AGREEMENT SIGNATURE FORM

TIPS 230104 Trades, Labor, and Materials – Part 2

Vendor Name: Precision Concrete Cutting, Inc.

Vendor Address: 3191 N Canyon Rd

City: Provo State: UT Zip Code: 84604

Vendor Authorized Signatory Name: Matt Haney

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Phone: 801-373-6060

Vendor Authorized Signatory Email: info@safesidewalks.com

Vendor Authorized Signature: _____ Date: 01/30/23

(The following is for TIPS completion only)

TIPS Authorized Signatory Name: Dr. Davi dFi tts

TIPS Authorized Signatory Title: Executive Director

TIPS Authorized Signature: David Wayne Fitts Date: 4-25-2023

230104
Precision Concrete Cutting
Supplier Response

Event Information

Number: 230104
Title: Trades, Labor, and Materials (2 Part with JOC)
Type: Request for Proposal
Issue Date: 1/5/2023
Deadline: 2/17/2023 03:00 PM (CT)
Notes: This is a solicitation issued by The Interlocal Purchasing System (TIPS), a department of Texas Region 8 Education Service Center. It is an Indefinite Delivery, Indefinite Quantity ("IDIQ") solicitation. It will result in contracts that provide, through adoption/"piggyback" an indefinite quantity of supplies/services, during a fixed period of time, to TIPS public entity and qualifying non-profit "TIPS Members" throughout the nation. Thus, there is no specific project or scope of work to review. Rather this solicitation is issued as a prospective award for utilization when any TIPS Member needs the goods or services offered during the life of the agreement.

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. Please see the attachment entitled TIPS

Informational – Do I Respond to Part 1, Part 2, or Both" for more information.

IF YOU CURRENTLY HOLD TIPS CONTRACT 200201 TRADES, LABOR AND MATERIALS ("200201"), YOU MUST RESPOND TO THIS SOLICITATION TO PREVENT LAPSE OF CONTRACT UNLESS YOU HOLD ANOTHER CURRENT TIPS CONTRACT THAT COVERS ALL OF YOUR OFFERINGS. THIS AWARDED CONTRACT WILL REPLACE YOUR EXPIRING TIPS CONTRACT 200201.

IF YOU HOLD A TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT OTHER THAN 200201 AND YOU CHOOSE TO RESPOND HEREIN, YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT WILL BE TERMINATED AND REPLACED BY THIS CONTRACT UNLESS YOU ONLY HOLD "PART 1" OR "PART 2" AND ARE AWARDED HEREIN ON PART THAT YOU DO NOT YET HOLD.

IF YOU HOLD ANOTHER TIPS CONTRACT OTHER THAN 200201 WHICH COVERS ALL OF YOUR OFFERINGS AND YOU ARE SATISFIED WITH IT, THERE IS NO NEED TO RESPOND TO THIS SOLICITATION UNLESS YOU PREFER TO HOLD BOTH CONTRACTS OR REPLACE YOUR EXISTING TIPS "TRADES, LABOR, AND MATERIALS" CONTRACT.

Contact Information

Address: Region 8 Education Service Center
4845 US Highway 271 North
Pittsburg, TX 75686
Phone: +1 (866) 839-8477
Email: bids@tips-usa.com

Precision Concrete Cutting Information

Contact: Matthew Haney
Address: 3191 N Canyon Rd
Provo, UT 84604
Phone: (801) 373-6060
Email: matt@safesidewalks.com
Web Address: safesidewalks.com

By submitting your response, you certify that you are authorized to represent and bind your company.

Matt Haney
Signature

matt@safesidewalks.com
Email

Submitted at 1/31/2023 12:29:55 PM (CT)

Requested Attachments

Pricing Form 1 (Part 1) — 1. 230104 Pricing Form 1 (Part 1).xlsx

If responding to Part 1, Pricing Form 1 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Pricing Form 2 (Part 1) — 2. 230104 Pricing Form 2 (Part 1).xlsx

If responding to Part 1, Pricing Form 2 (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed as instructed, and uploaded to this location.

Alternate or Supplemental Pricing Documents (Part 1) — 3. Alternate of Supplemental Pricing Documents.pdf

Optional. If responding to Part 1, when completing Pricing Form 1 (Part 1) & Pricing Form 2 (Part 1), you direct TIPS to view additional, alternate, or supplemental pricing documentation, you may upload that Part 1 documentation.

Vendor Agreement (Part 1) — 4. 230104 Vendor Agreement (Part 1).pdf

If responding to Part 1, the Vendor Agreement must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, Vendor Name placed in the line provided at the top, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 1) — 5. Vendor Agreement Signature Form (Part 1).pdf

If responding to Part 1 the Vendor Agreement Signature Form (Part 1) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 1), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Part 2 Required Bonding Capacity Letter — 6. PCC Bondable Letter.pdf

If proposing on Part 2, Vendor is required to upload a Bonding Capacity Letter from its surety, as described herein, at this location. Please see the attachment entitled "Instructions and Sample - Part 2 Required Bonding Capacity Letter" for complete instructions. . On Part 2, Vendor will be scored on the aggregate bonding capacity displayed in the accepted letter. Vendor must provide a current letter (issued on or after the first day of the month preceding the date on which the solicitation was posted) from its surety verifying Vendor’s bonding capacity as described herein. (Ex. if the solicitation/bid posted on February 4, 2022, the letter must be dated on or after January 1 2022. The letter must be issued from Vendor’s Surety companies, on surety company letterhead, must specify the maximum bonding capacity of the Vendor, and must be signed by an authorized representative of the surety company. The issuing surety must be authorized to do business in the State of Texas and must be listed on the Department of the Treasury's Listing of Approved Sureties (Department Circular 570).

Optional Xactimate Response Attachment (Part 2) *No response*

If proposing on Part 2, this pricing method is optional and CANNOT be used instead of the required RS Means Pricing on Part 2. RS Means Pricing is required on Part 2 but Vendor may submit this pricing option in addition to the required RS Means Pricing and the two pricing scores will be averaged for Part 2. If desired, the Optional Additional Xactimate Pricing Form (Part 2) may be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Vendor Agreement (Part 2) 8. 230104 Vendor Agreement - JOC (Part 2).pdf

If responding to Part 2, the Vendor Agreement (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may assert so in the Attribute Questions and those shall be addressed during evaluation.

Vendor Agreement Signature Form (Part 2) 9. Vendor Agreement Signature Form (Part 2).pdf

If responding to Part 2, the Vendor Agreement Signature Form (Part 2) must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. If Vendor has proposed deviations to the Vendor Agreement (Part 2), Vendor may leave the signature line of this page blank and assert so in the Attribute Questions and those shall be addressed during evaluation.

Reference Form 10. Reference Form JOC (Parts 1 & 2).xlsx

The Reference Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. The Reference Form must be uploaded in Excel format.

Required Confidentiality Claim Form 11. Confidentiality Form.pdf

The Required Confidentiality Claim Form must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location. This is the only way for Vendor to assert confidentiality of any information submitted.

Conflict of Interest Questionnaire - Form CIQ *No response*

Do not upload this form unless you have a reportable conflict with TIPS. There is an Attribute entitled “Conflict of Interest Questionnaire Requirement” immediately followed by an Attribute entitled “Conflict of Interest Questionnaire Requirement – Form CIQ – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Conflict of Interest Questionnaire – Form CIQ must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded at this location.

Disclosure of Lobbying Activities - Standard Form - LLL *No response*

Do not upload this form unless Vendor has reportable lobbying activities. There are Attributes entitled, “2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment – Continued.” Properly respond to those Attributes and only upload this form if applicable/instructed. If upload is required based on your response to those Attributes, the Disclosure of Lobbying Activities – Standard Form - LLL must be downloaded from the “Attachments” section of the IonWave eBid System, reviewed, properly completed, and uploaded to this location.

Current Form W-9 14. W-9.pdf

Vendor must upload their current IRS Tax Form W-9. The legal name, EIN, and d/b/a's listed should match the information provided herein exactly. This form will be utilized by TIPS to properly identify your entity.

Certificates & Licenses (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any applicable certificates or licenses (including HUB certificates) for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor’s Warranties, Terms, and Conditions (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display any standard warranties, terms, or conditions which are often applicable to their offerings for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Supplemental Vendor Information (Supplemental Vendor Information Only) *No response*

Optional. If Vendor would like to display or include any brochures, promotional documents, marketing materials, or other Vendor Information for TIPS and TIPS Member Customer consideration, Vendor may upload those at this location.
These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Vendor Logo (Supplemental Vendor Information Only) 18. Logo.jpg

Optional. If Vendor desires that their logo be displayed on their public TIPS profile for TIPS and TIPS Member viewing, Vendor may upload that logo at this location. These supplemental documents shall not be considered part of the TIPS Contract. Rather, they are Vendor Supplemental Information for marketing and informational purposes only.

Bid Attributes

1 Disadvantaged/Minority/Women Business & Federal HUBZone

Some participating public entities are required to seek Disadvantaged/Minority/Women Business & Federal HUBZone ("D/M/WBE/Federal HUBZone") vendors. Does Vendor certify that their entity is a D/M/WBE/Federal HUBZone vendor?

If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

NO

2 Historically Underutilized Business (HUB)

Some participating public entities are required to seek Historically Underutilized Business (HUB) vendors as defined by the Texas Comptroller of Public Accounts Statewide HUB Program. Does Vendor certify that their entity is a HUB vendor?
If you respond "Yes," you must upload current certification proof in the appropriate "Response Attachments" location.

No

3 National Coverage

Can the Vendor provide its proposed goods and services to all 50 US States?

No

4 States Served

If Vendor answered "No" to the question entitled "National Coverage," please list all states where vendor can provide the goods and services proposed directly below. Your response may dictate which potential TIPS Member customers consider purchasing your offerings.

Contiguous 48 states excluding Alaska and Hawaii

5 Description of Vendor Entity and Vendor's Goods & Services

If awarded, this description of Vendor and Vendor's goods and services will appear on the TIPS website for customer/public viewing.

Precision Concrete Cutting is the nation's leader in sidewalk maintenance and trip hazard removal.

6 Primary Contact Name

Please identify the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract.

Matt Haney

7 **Primary Contact Title**

Primary Contact Title

President

8 **Primary Contact Email**

Please enter a valid email address that will definitely reach the Primary Contact.

info@safesidewalks.com

9 **Primary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be primarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8013736060

10 **Primary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8013736088

11 **Primary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

12 **Secondary Contact Name**

Please identify the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract.

Kyle Shanklin

13 **Secondary Contact Title**

Secondary Contact Title

CFO

14 **Secondary Contact Email**

Please enter a valid email address that will definitely reach the Secondary Contact.

accounting@safesidewalks.com

15 **Secondary Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

Please provide the accurate and current phone number where the individual who will be secondarily responsible for all TIPS matters and inquiries for the duration of the contract can be reached directly.

8013736060

16 **Secondary Contact Fax**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

17 **Secondary Contact Mobile**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

No response

18 **Administration Fee Contact Name**

Please identify the individual who will be responsible for all payment, accounting, and other matters related to Vendor's TIPS Administration Fee due to TIPS for the duration of the contract.

Jared Eaton

19 **Administration Fee Contact Email**

Please enter a valid email address that will definitely reach the Administration Fee Contact.

accounting@safesidewalks.com

20 **Administration Fee Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8013736060

21 **Purchase Order and Sales Contact Name**

Please identify the individual who will be responsible for receiving and processing purchase orders and sales under the TIPS Contract.

Matt Haney

22 **Purchase Order and Sales Contact Email**

Please enter a valid email address that will definitely reach the Purchase Order and Sales Contact.

info@safesidewalks.com

23 **Purchase Order and Sales Contact Phone**

Numbers only, no symbols or spaces (Ex. 8668398477). The system will auto-populate your entry with commas once submitted which is appropriate and expected (Ex. 8,668,398,477).

8013736060

24 **Company Website**

Company Website (Format - www.company.com)

www.safesidewalks.com

25 **Entity D/B/A's and Assumed Names**

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

In this question, please identify all of your entity's assumed names and D/B/A's. Please note that you will be identified publicly by the Legal Name under which you respond to this solicitation unless you organize otherwise with TIPS after award.

No response

26 **Primary Address**

Primary Address

3191 N Canyon Rd

27 **Primary Address City**

Primary Address City

Provo

28 **Primary Address State**

Primary Address State (2 Digit Abbreviation)

UT

29 **Primary Address Zip**

Primary Address Zip

84604

30 **Search Words Identifying Vendor**

Please list all search words and phrases to be included in the TIPS database related to your entity. ***Do not*** list words which are not associated with the bid category/scope (See bid title for general scope). This will help users find you through the TIPS website search function. You may include product names, manufacturers, specialized services, and other words associated with the scope of this solicitation.

sidewalk, concrete, ADA, trip hazard, trip hazard removal, sidewalk repair, surveying

31 **Certification of Vendor Residency (Required by the State of Texas)**

Does Vendor's parent company or majority owner:

(A) have its principal place of business in Texas; ***or*** (B) employ at least 500 persons in Texas?

Texas Education Code Section 44.031 requires that this information be considered in evaluation for certain contracts. However, Vendor response does not affect points, scoring, or potential award.

No

32 **Vendor's Principal Place of Business (City)**

In what city is Vendor's principal place of business located?

Provo

33 **Vendor's Principal Place of Business (State)**

In what state is Vendor's principal place of business located?

UT

34 **Vendor's Years in Business**

How many years has the business submitting this proposal been operating in its current capacity and field of work?

20

35 **Certification Regarding Entire TIPS Agreement for Part 1 and Part 2 Contracts**

This is a two part solicitation. Part 1 is solicited for TIPS sales that are not considered a "public work" construction project. Part 1 permits the sale of goods and non-construction/non-"public work" services such as maintenance and minor repairs. Part 2 Job Order Contract (JOC) is solicited for projects considered by your TIPS Member Customers to be a "public work" construction project. The determination of whether or not a TIPS sale amounts to a "public work" construction project requiring a Part 2 JOC contract is made by the TIPS Member Customer at the time of each TIPS sale. Thus, Vendors are encouraged to respond to both Parts 1 and 2 in case your TIPS Member Customers require that a sale be made under one Part or the other. However, responding to both Parts is not required. If Vendor responds and is awarded to both Parts, Vendor will have one contract for Part 1 and a separate contract for Part 2.

Vendor agrees that, if awarded, Vendor's final TIPS Contract(s), for either Part 1, Part 2, or both Parts, will consist of the provisions set forth in the corresponding finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The TIPS solicitation document resulting in the Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor’s entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor’s proposal, and; any properly included attachments to the TIPS Contract.

Does Vendor agree?

Yes

36 **Minimum Percentage Discount Offered to TIPS Members on all Part 1 Goods and Services (READ CAREFULLY)**

Please read thoroughly and carefully as an error on your response can render your Part 1 contract award unusable. If you are not proposing on Part 1, you must still respond to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

TIPS Members often turn to TIPS Contracts for ease of use and to receive discounted pricing.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

Vendor must respond with a percentage from 0%-100%. The percentage discount that you input below will be applied to your Part 1 "Catalog Pricing", as defined in the solicitation, for all TIPS Sales made during the life of the contract. You cannot alter this percentage discount once the solicitation legally closes. You will always be required to discount every TIPS Sale by the percentage included below. If you add goods or services to your "Catalog Pricing" during the life of the contract, you will be required to sell those new items with this discount applied.

Example: In this example, you enter a 10% minimum percentage discount below. In year-one of your TIPS Contract, your published Part 1 "Catalog Pricing" (website/store/published pricing) for "Material A" is $100 and for "Material A Maintenance Service" is $100. In this example, you must sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $90, "Material A Maintenance Service" - $90. In year two of your TIPS Contract, you update your Part 1 "Catalog Pricing" with the market. You add "Material B" to your "Catalog Pricing" for $200 and have increased the price of "Material A" to $110 and the price of "Material A Maintenance Service" to $110. In this example, after the Part 1 "Catalog Pricing" update, you must still sell those items under the Part 1 TIPS Contract at the proposed 10% discounted price of: "Material A" - $99, "Material A Maintenance Service" - $99, and "Material B" - $180.00.

If you cannot honor the discount on all Part 1 goods and items now included or which may be added in the future with certainty, then you should offer a lesser discount percentage below.

If awarded on Part 1, what is the minimum percentage discount that you can offer TIPS Members off of all Part 1 goods and service pricing that you offer?

0%

37 **Honoring Vendor's Part 1 Minimum Percentage Discount**

Vendor is asked in these Attribute Questions to provide a Minimum Percentage Discount offered to TIPS Members on all Part 1 goods and services sold under the TIPS Contract. If proposing on Part 1, points will be assigned for your response and scoring of your Part 1 proposal will be affected. On your Part 1 evaluation, a "YES" answer will be awarded the maximum 10 points and a "NO" answer will be awarded 0 points. If you are not proposing on Part 1, you must still answer to proceed but this term will not apply to you or affect your scoring unless you decide to propose and are awarded on Part 1.

If awarded on Part 1, does Vendor agree to honor the Minimum Percentage Discount off of their TIPS "Catalog Pricing" that Vendor proposed for all TIPS Sales made for the duration of the TIPS Contract?

Yes

38 **Volume and Additional Discounts**

In addition to the Part 1 Minimum Percentage Discount proposed herein, does Vendor ever expect and intend to offer additional, greater, or volume discounts to TIPS Members?

If proposing on Part 1, point(s) may be assigned for your response in the Part 1 category of "Pricing" during scoring and evaluation. If you are not proposing on Part 1, you must respond to proceed but no points will be assigned for your response.

No

39 **Part 1 "Catalog Pricing" and Pricing Requirements**

This is a requirement of the Part 1 TIPS Contract and is non-negotiable. If you are not proposing on Part 1, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 1.

In this solicitation and resulting contract, Part 1 "Catalog Pricing" shall be defined as:

"The then available list of goods or services, in the most current listing regardless of date, that takes the form of a catalog, price list, price schedule, shelf-price or other viewable format that:

A. is regularly maintained by the manufacturer or Vendor of an item; and

B. is either published or otherwise available for review by TIPS or a customer during the purchase process;

C. to which the Minimum Percentage Discount proposed by the proposing Vendor may be applied.

If awarded on Part 1 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide, upon request, their then current "Catalog Pricing." Or, in limited circumstances where Vendor has proposed the Percentage Mark-Up method of pricing in this proposal, proof of Vendor's "cost" may be accepted by TIPS in place of catalog pricing.

YES

40	**REQUIRED FOR PART 2 - Vendor's Regular Hours RS Means Coefficient** What is Vendor's Regular Hours RS Means Coefficient? The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information. You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein. To propose the RS Means Price Book pricing exactly, Vendor would insert a 1.0 as their Regular Hours RS Means Coefficient below, to propose a 5% discount off of the RS Means Price Book Vendor would insert a .95 as their Regular Hours RS Means Coefficient below. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab. Insert Vendor's Regular Hours RS Means Coefficient below. 1
41	**REQUIRED FOR PART 2 - Vendor's After-Hours RS Means Coefficient** What is Vendor's After-Hours RS Means Coefficient? The RS Means Price Book is a unit price book adjusted for different geographic areas by using the City Cost Index for each location. You may visit https://www.rsmeans.com for more information. You must review the TIPS Part 2 RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab prior to responding herein. The most common After-Hours RS Means Coefficient is "time-and-a-half" of the standard RS Means Unit Price Book. For example, if Vendor's Regular Hours Coefficient above is .95, Vendor would assert an After-Hours RS Means Coefficient of 1.45 for "time-and-a-half" pricing. To see the full scoring rubric and use TIPS scoring calculator, please view the TIPS RS Means JOC Pricing Explanation & Rubric under the "Attachments" tab. Insert Vendor's After-Hours RS Means Coefficient below. 1

42	**REQUIRED FOR PART 2 - Vendor's Percentage Markup of Items not Pre-Priced within the RS Means Price Book** Here, Vendor must enter a percentage, not a coefficient. If Vendor sells items which cannot be found in the RS Means Price Book, at what Percentage Markup does Vendor agree to sell those Non Pre-Priced items? This is a maximum Percentage Markup and Vendor may always offer customers a lesser markup. **Example:** In this example, Vendor is selling a project to a TIPS Member school district and some of the contract pricing for special materials cannot be verified because it cannot be found in the RS Means Price book. Vendor may sell those specialty items to the Member this percentage markup from cost. In this example, if one of the specialty items cost Vendor $100 from the manufacturer and Vendor proposed a Percentage Markup of 30% here, then Vendor could sell the item to the TIPS Customer for $130.00 or less in this example. Vendor must provide TIPS with manufacturer documentation reflecting the cost of any non pre-priced item at the time of the TIPS sale so that TIPS can verify that the proposed percentage markup is being honored. What is Vendor's Percentage Markup of items not Pre-Priced within the RS Means Price Book? 1%
43	**REQUIRED FOR PART 2 - TIPS Pricing and Line Item Estimate Pricing Requirements** **This is a requirement of the Part 2 TIPS Contract and is non-negotiable. If you are not proposing on Part 2, you must still agree to proceed but it will not apply to you unless you decide to propose and are awarded on Part 2.** Vendor must respond to the required pricing attributes above seeking RS Means coefficients and a percentage markup if seeking to propose on Part 2. If awarded on Part 2 of this TIPS Contract, for the duration of the contract, Vendor agrees to provide a RS Means line-item estimate to TIPS for each anticipated Part 2 TIPS project or sale. Or, in limited circumstances in contracts where Xactimate pricing is also expressly permitted and Vendor also submits Xactimate pricing under Part 2, Vendor may instead provide an Xactimate line-item estimate to TIPS. However, Vendor agrees that when a TIPS Member Customer seeks a quote for a Part 2 TIPS sale, Vendor will always supply a line-item estimate to TIPS for review and approval. Yes, Vendor agrees

44	**EXCEPTIONS & DEVIATIONS TO TIPS STANDARD TERMS AND CONDITIONS** Vendor agrees that, if awarded, Vendor's final TIPS Part 1 and/or Part 2 Contract will consist of the provisions set forth in the finalized TIPS Vendor Agreement, Vendor's responses to these attribute questions, and: (1) The corresponding TIPS solicitation document resulting in this Agreement; (2) Any addenda or clarifications issued in relation to the corresponding TIPS solicitation; (3) All solicitation information provided to Vendor by TIPS through the TIPS eBid System; (3) Vendor's entire proposal response to the corresponding TIPS solicitation including all accepted required attachments, acknowledged notices and certifications, accepted negotiated terms, accepted pricing, accepted responses to questions, and accepted written clarifications of Vendor's proposal, and; any properly included attachments to the TIPS Contract. In the event of conflict between the terms of the finalized Vendor Agreement and one of the incorporated documents the terms and conditions which are in the best interest of governmental/qualifying non-profit TIPS Members shall control at TIPS sole discretion. If Vendor responds, "No, Vendor does not agree" to this Attribute, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. This is the only proper way to submit proposed deviations for TIPS consideration. TIPS reserves the right to accept, decline, or modify Vendor's requested negotiated terms. For this reason, answering "No, Vendor does not agree" may ultimately delay or prevent award. Does Vendor agree with TIPS standard terms and conditions as presented in the TIPS solicitation document (RFP, RCSP, RFQ, or other) and the TIPS Vendor Agreement document? Yes
45	**TIPS Sales Reporting Requirements** **This is a requirement of the TIPS Contract and is non-negotiable.** By submitting this proposal, Vendor certifies that Vendor will properly report all TIPS sales. With the exception of TIPS Automated Vendors, who have signed an exclusive agreement with TIPS regarding reporting, all TIPS Sales must be reported to TIPS by either: (1) Emailing the purchase order or similar purchase document (with Vendor's Name, as known to TIPS, and the TIPS Contract Name and Number included) to TIPS at tipspo@tips-usa.com with "Confirmation Only" in the subject line of the email within three business days of Vendor's acceptance of the order, or; (2) Within 3 business days of the order being accepted by Vendor, Vendor must login to the TIPS Vendor Portal and successfully self-report all necessary sale information within the Vendor Portal and confirm that it shows up accurately on your current Vendor Portal statement. No other method of reporting is acceptable unless agreed to by the Parties in writing. Failure to report all sales pursuant to this provision may result in immediate cancellation of Vendor's TIPS Contract(s) for cause at TIPS' sole discretion.

46	**TIPS Administration Fee Requirement and Acknowledgment** **This is a requirement of the TIPS Contract and is non-negotiable.** The collection of fees by TIPS, a government entity, for performance of these procurement services is required pursuant to Texas Government Code Section 791.011 et. seq. The TIPS Administration Fee is the amount legally owed by Vendor to TIPS for TIPS Sales made by Vendor. The TIPS Administration Fee amount is typically a set percentage of each TIPS Sale legally due to TIPS, but the exact TIPS Administration Fee for this Contract is published in the corresponding RFP or RCSP document. TIPS Administration Fees are due to TIPS immediately upon Vendor's receipt of payment, including partial payment, for a TIPS Sale. By submitting a proposal, Vendor agrees that it has read, understands, and agrees to the published TIPS Administration Fee amount, calculation, and payment requirements. By submitting a proposal Vendor further confirms that all TIPS Pricing includes the TIPS Administration Fee and Vendor will not show adding the TIPS Administration Fee as a charge or line-item in any TIPS Sale.
47	**TIPS Member Access to Vendor Proposal & Documentation** **This is a requirement of the TIPS Contract and is non-negotiable.** Notwithstanding any other information provided in this solicitation or Vendor designation of certain documentation as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's express consent to the disclosure of Vendor's comprehensive proposal, including any information deemed confidential or proprietary, **to TIPS Members**. The proposing Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of information or documentation to TIPS Members or by TIPS Members. By submitting this proposal, Vendor certifies the foregoing.
48	**Non-Collusive Bidding Certificate** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this proposal, the Vendor certifies that: 1) This proposal has been independently arrived at without collusion with any other entity, bidder, or with any competitor; 2) This proposal has not been knowingly disclosed and will not be knowingly disclosed, prior to the opening of bids, or proposals for this project, to any other bidder, competitor or potential competitor: 3) No attempt has been or will be made to induce any other person, partnership or corporation to modify, submit, or not to submit a bid or proposal; and 4) The person signing this bid or proposal certifies that they are duly authorized to execute this proposal/contract on behalf of Vendor and they have fully informed themselves regarding the accuracy of the statements contained in this certification, and under the penalties being applicable to the bidder as well as to the person signing in its behalf;

49	**Antitrust Certification Statements (Tex. Government Code § 2155.005)** **This is a requirement of the TIPS Contract and is non-negotiable.** By submission of this bid or proposal, Vendor certifies under penalty of perjury of the laws of the State of Texas that: (1) I am duly authorized to execute this proposal/contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Vendor) identified herein; (2) In connection with this proposal, neither I nor any representative of Vendor has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15; (3) In connection with this proposal, neither I nor any representative of the Vendor has violated any federal antitrust law; (4) Neither I nor any representative of Vendor has directly or indirectly communicated any of the contents of this bid to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.
50	**Limitation on Out-of-State Litigation - Texas Business and Commerce Code § 272** **This is a requirement of the TIPS Contract and is non-negotiable.** Texas Business and Commerce Code § 272 prohibits a construction contract, or an agreement collateral to or affecting the construction contract, from containing a provision making the contract or agreement, or any conflict arising under the contract or agreement, subject to another state's law, litigation in the courts of another state, or arbitration in another state. If included in Texas construction contracts, such provisions are voidable by a party obligated by the contract or agreement to perform the work. By submission of this proposal, Vendor acknowledges this law and ***if Vendor enters into a construction contract with a Texas TIPS Member*** under this procurement, Vendor certifies compliance.
51	**Required Confidentiality Claim Form** **This is a requirement of the TIPS Contract and is non-negotiable.** TIPS provides the required TIPS Confidentiality Claim Form in the "Attachments" section of this solicitation. Vendor must execute this form by either signing and waiving any confidentiality claim, or designating portions of Vendor's proposal confidential. If Vendor considers any portion of Vendor's proposal to be confidential and not subject to public disclosure pursuant to Chapter 552 Texas Gov't Code or other law(s) and orders, Vendor must have identified the claimed confidential materials through proper execution of the Confidentiality Claim Form. If TIPS receives a public information act or similar request, any responsive documentation not deemed confidential by you in this manner will be automatically released. For Vendor documents deemed confidential by you in this manner, TIPS will follow procedures of controlling statute(s) regarding any claim of confidentiality and shall not be liable for any release of information required by law, including Attorney General determination and opinion. Notwithstanding any other Vendor designation of Vendor's proposal as confidential or proprietary, Vendor's submission of this proposal constitutes Vendor's agreement that proper execution of the required TIPS Confidentiality Claim Form is the only way to assert any portion of Vendor's proposal as confidential.

52 **Non-Discrimination Statement and Certification**

This is a requirement of the TIPS Contract and is non-negotiable.

In accordance with Federal civil rights law, all U.S. Departments, including but not limited to the USDA, USDE, FEMA, are prohibited from discriminating based on race, color, national origin, religion, sex, gender identity (including gender expression), sexual orientation, disability, age, marital status, family/parental status, income derived from a public assistance program, political beliefs, or reprisal or retaliation for prior civil rights activity, in any program or activity conducted or funded by federal funds (not all bases apply to all programs).

Vendor certifies that Vendor will comply with applicable Non-Discrimination and Equal Opportunity provisions set forth in TIPS Member Customers' policies and other regulations at the local, state, and federal levels of governments.

☑ Yes, I certify (Yes)

53 **Limitation of Vendor Indemnification and Similar Clauses**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, is prohibited from indemnifying third-parties (pursuant to the Article 3, Section 52 of the Texas Constitution) except as otherwise specifically provided for by law or as ordered by a court of competent jurisdiction. Article 3, Section 52 of the Texas Constitution states that "no debt shall be created by or on behalf of the State … " and the Texas Attorney General has opined that a contractually imposed obligation of indemnity creates a "debt" in the constitutional sense. Tex. Att'y Gen. Op. No. MW-475 (1982). Thus, contract clauses which require TIPS to indemnify Vendor, pay liquidated damages, pay attorney's fees, waive Vendor's liability, or waive any applicable statute of limitations must be deleted or qualified with "to the extent permitted by the Constitution and Laws of the State of Texas."

Does Vendor agree?

☑ Yes, I Agree (Yes)

54 **Alternative Dispute Resolution Limitations**

This is a requirement of the TIPS Contract and is non-negotiable.

TIPS, a department of Region 8 Education Service Center, a political subdivision, and local government entity of the State of Texas, does not agree to binding arbitration as a remedy to dispute and no such provision shall be permitted in this Agreement with TIPS. Vendor agrees that any claim arising out of or related to this Agreement, except those specifically and expressly waived or negotiated within this Agreement, may be subject to non-binding mediation at the request of either party to be conducted by a mutually agreed upon mediator as prerequisite to the filing of any lawsuit arising out of or related to this Agreement. Mediation shall be held in either Camp or Titus County, Texas. Agreements reached in mediation will be subject to the approval by the Region 8 ESC's Board of Directors, authorized signature of the Parties if approved by the Board of Directors, and, once approved by the Board of Directors and properly signed, shall thereafter be enforceable as provided by the laws of the State of Texas.

Does Vendor agree?

Yes

55 **No Waiver of TIPS Immunity**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that nothing in this Agreement shall be construed as a waiver of sovereign or government immunity; nor constitute or be construed as a waiver of any of the privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department. The failure to enforce, or any delay in the enforcement, of any privileges, rights, defenses, remedies, or immunities available to Region 8 Education Service Center or its TIPS Department under this Agreement or under applicable law shall not constitute a waiver of such privileges, rights, defenses, remedies, or immunities or be considered as a basis for estoppel.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

56 **Payment Terms and Funding Out Clause**

This is a requirement of the TIPS Contract and is non-negotiable.

Vendor agrees that TIPS and TIPS Members shall not be liable for interest or late-payment fees on past-due balances at a rate higher than permitted by the laws or regulations of the jurisdiction of the TIPS Member.

Funding-Out Clause: Vendor agrees to abide by the applicable laws and regulations, including but not limited to Texas Local Government Code § 271.903, or any other statutory or regulatory limitation of the jurisdiction of any TIPS Member, which requires that contracts approved by TIPS or a TIPS Member are subject to the budgeting and appropriation of currently available funds by the entity or its governing body.

Does Vendor agree?

☑ Yes, Vendor agrees (Yes)

57 **Certification Regarding Prohibition of Certain Terrorist Organizations (Tex. Gov. Code 2270)**

Vendor certifies that Vendor is not a company identified on the Texas Comptroller's list of companies known to have contracts with, or provide supplies or services to, a foreign organization designated as a Foreign Terrorist Organization by the U.S. Secretary of State.

Does Vendor certify?

Yes

58 **Certification Regarding Prohibition of Boycotting Israel (Tex. Gov. Code 2271)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any agreement with a TIPS Member under this procurement has value of $100,000 or more, the following certification shall apply; otherwise, this certification is not required. Vendor certifies, where applicable, that neither the Vendor, nor any affiliate, subsidiary, or parent company of Vendor, if any, boycotts Israel, and Vendor agrees that Vendor and Vendor Companies will not boycott Israel during the term of this Agreement. For purposes of this Agreement, the term "boycott" shall mean and include refusing to deal with, terminating business activities with, or otherwise taking any action that is intended to penalize, inflict economic harm on, or limit commercial relations with Israel, or with a person or entity doing business in Israel or in an Israeli-controlled territory but does not include an action made for ordinary business purposes.

When applicable, does Vendor certify?

Yes

59	**Certification Regarding Prohibition of Contracts with Certain Foreign-Owned Companies (Tex. Gov. Code 2274)** Certain public entities are prohibited from entering into a contract or other agreement relating to critical infrastructure that would grant Vendor direct or remote access to or control of critical infrastructure in this state, excluding access specifically allowed by a customer for product warranty and support purposes. Vendor certifies that neither it nor its parent company nor any affiliate of Vendor or its parent company, is (1) owned by or the majority of stock or other ownership interest of the company is held or controlled by individuals who are citizens of China, Iran, North Korea, Russia, or a designated country; (2) a company or other entity, including governmental entity, that is owned or controlled by citizens of or is directly controlled by the government of China, Iran, North Korea, Russia, or a designated country; or (3) headquartered in China, Iran, North Korea, Russia, or a designated country. For purposes of this certification, “critical infrastructure” means “a communication infrastructure system, cybersecurity system, electric grid, hazardous waste treatment system, or water treatment facility.” Vendor certifies that Vendor will not grant direct or remote access to or control of critical infrastructure, except for product warranty and support purposes, to prohibited individuals, companies, or entities, including governmental entities, owned, controlled, or headquartered in China, Iran, North Korea, Russia, or a designated country, as determined by the Governor. When applicable, does Vendor certify? Yes

60	**Certification Regarding Prohibition of Discrimination Against Firearm and Ammunition Industries (Tex. Gov. Code 2274)** If (a) Vendor is not a sole proprietorship; (b) Vendor has at least ten (10) full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities have a value of at least $100,000 that is paid wholly or partly from public funds; (d) the Agreement is not excepted under Tex. Gov. Code 2274 and (e) the purchasing public entity has determined that Vendor is not a sole-source provider or the purchasing public entity has not received any bids from a company that is able to provide this written verification, the following certification shall apply; otherwise, this certification is not required. Vendor certifies that Vendor, or association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, including a wholly owned subsidiary, majority-owned subsidiary parent company, or affiliate of these entities or associations, that exists to make a profit, does not have a practice, policy, guidance, or directive that discriminates against a firearm entity or firearm trade association and will not discriminate during the term of this contract against a firearm entity or firearm trade association. For purposes of this Agreement, “discriminate against a firearm entity or firearm trade association” shall mean, with respect to the entity or association, to: “(1) refuse to engage in the trade of any goods or services with the entity or association based solely on its status as a firearm entity or firearm trade association; (2) refrain from continuing an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association; or (3) terminate an existing business relationship with the entity or association based solely on its status as a firearm entity or firearm trade association.” “Discrimination against a firearm entity or firearm trade association” does not include: “(1) the established policies of a merchant, retail seller, or platform that restrict or prohibit the listing or selling of ammunition, firearms, or firearm accessories; and (2) a company’s refusal to engage in the trade of any goods or services, decision to refrain from continuing an existing business relationship, or decision to terminate an existing business relationship to comply with federal, state, or local law, policy, or regulations or a directive by a regulatory agency, or for any traditional business reason that is specific to the customer or potential customer and not based solely on an entity’s or association’s status as a firearm entity or firearm trade association.” When applicable, does Vendor certify? Yes

61	**Certification Regarding Termination of Contract for Non-Compliance (Tex. Gov. Code 552.374)** If Vendor is not a governmental body and (a) this Agreement or any Supplemental Agreement with a public entity has a stated expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities; or (b) this Agreement or any Supplemental Agreement results in the expenditure of at least $1 million in public funds for the purchase of goods or services by certain public entities in their fiscal year, the following certification shall apply; otherwise, this certification is not required. As required by Tex. Gov. Code 552.374, the following statement is included in the RFP and the Agreement (unless the Agreement is (1) related to the purchase or underwriting of a public security; (2) is or may be used as collateral on a loan; or (3) proceeds from which are used to pay debt service of a public security of loan): “The requirements of Subchapter J, Chapter 552, Government Code, may apply to this solicitation and Agreement and the Vendor agrees that this Agreement and any applicable Supplemental Agreement can be terminated if Vendor knowingly or intentionally fails to comply with a requirement of that subchapter.” Pursuant to Chapter 552 of the Texas Government Code, Vendor certifies that Vendor shall: (1) preserve all contracting information related to this Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member for the duration of the Agreement; (2) promptly provide to TIPS or the purchasing TIPS Member any contracting information related to the Agreement that is in the custody or possession of Vendor on request of TIPS or the purchasing TIPS Member; and (3) on completion of the Agreement, either (a) provide at no cost to TIPS or the purchasing TIPS Member all contracting information related to the Agreement that is in the custody or possession of Vendor, or (b) preserve the contracting information related to the Agreement as provided by the records retention requirements applicable to TIPS or the purchasing TIPS Member. When applicable, does Vendor certify? Yes

62 **Certification Regarding Prohibition of Boycotting Certain Energy Companies (Tex. Gov. Code 2274)**

If (a) Vendor is not a sole proprietorship; (b) Vendor has ten (10) or more full-time employees; and (c) this Agreement or any Supplemental Agreement with certain public entities has a value of $100,000 or more that is to be paid wholly or partly from public funds, the following certification shall apply; otherwise, this certification is not required.

Vendor certifies that Vendor, or any wholly owned subsidiary, majority-owned subsidiary, parent company, or affiliate of these entities or business associations, if any, do not boycott energy companies and will not boycott energy companies during the term of the Agreement or any applicable Supplemental Agreement.

For purposes of this certification the term “company” shall mean an organization, association, corporation, partnership, joint venture, limited partnership, limited liability partnership, or limited liability company, that exists to make a profit.

The term “boycott energy company” shall mean “without an ordinary business purpose, refusing to deal with, terminating business activities with, or otherwise taking any action intended to penalize, inflict economic harm on, or limit commercial relations with a company because the company (a) engages in the exploration, production, utilization, transportation, sale, or manufacturing of fossil fuel-based energy and does not commit or pledge to meet environmental standards beyond applicable federal and state law, or (b) does business with a company described by paragraph (a).” (See Tex. Gov. Code 809.001).

When applicable, does Vendor certify?

Yes

63 **Felony Conviction Notice - Texas Education Code 44.034**

Texas Education Code, Section 44.034, Notification of Criminal History, Subsection (a), states, "a person or business entity that enters into a contract with a school district must give advance notice to the district if the person or an owner or operator of the business entity has been convicted of a felony. The notice must include a general description of the conduct resulting in the conviction of a felony.”

Subsection (b) states, "a school district may terminate a contract with a person or business entity if the district determines that the person or business entity failed to give notice as required by Subsection (a) or misrepresented the conduct resulting in the conviction. The district must compensate the person or business entity for services performed before the termination of the contract.”

Subsection (c) states, "This section does not apply to a publicly held corporation.

Vendor certifies one of the following:

A. My firm is a publicly held corporation; therefore, this reporting requirement is not applicable, or;

B. My firm is not owned nor operated by anyone who has been convicted of a felony, or;

C. My firm is owned or operated by the following individual(s) who has/have been convicted of a felony.

If Vendor responds with Option (C), Vendor is required to provide information in the next attribute.

B. My firm is not owned nor operated by felon.

64 **Felony Conviction Notice - Texas Education Code 44.034 - Continued**

If Vendor selected Option (C) in the previous attribute, Vendor must provide the following information herein:

1. Name of Felon(s)

2. The Felon(s) title/role in Vendor's entity, and

3. Details of Felon(s) Conviction(s).

No response

65 **Conflict of Interest Questionnaire Requirement**

Vendor agrees that it has looked up, read, and understood the current version of Texas Local Government Code Chapter 176 which generally requires disclosures of conflicts of interests by Vendor hereunder if Vendor:

(1) has an employment or other business relationship with a local government officer of our local governmental entity, or a family member of the officer, described by Section 176.003(a)(2)(A);

(2) has given a local government officer of our local governmental entity, or a family member of the officer, one or more gifts with the aggregate value specified by Section 176.003(a)(2)(B), excluding any gift described by Section 176.003(a-1); or

(3) has a family relationship with a local government officer of our local governmental entity.

(4) Any other financial, commercial, or familial relationship with our local government that may warrant reporting under this statute.

Does Vendor certify that it has NO reportable conflict of interest?

Yes

66 **Conflict of Interest Questionnaire Requirement - Form CIQ - Continued**

If you responded "No, Vendor does not certify - VENDOR HAS CONFLICT" to the Conflict of Interest Questionnaire question above, you are required by law to fully execute and upload the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ." If you accurately claimed no conflict above, you may disregard the form attachment entitled "Conflict of Interest Questionnaire - Form CIQ."
Have you uploaded this form if applicable?

Not Applicable

67 **Upload of Current W-9 Required**

Vendors are required by TIPS to upload a current, accurate W-9 Internal Revenue Service (IRS) Tax Form for your entity. This form will be utilized by TIPS to properly identify your entity.

You must confirm that you are responding to this solicitation under your legal entity name. Go now to your Supplier Profile in this eBid System and confirm that your profile reflects your "Legal Name" as it is listed on your W9.

68 **Regulatory Good Standing Certification**

Does Vendor certify that its entity is in good standing will all government entities and agencies, whether local, state, or federal, that regulate any aspect of Vendor's field of work or business operations?

If Vendor selects "No", Vendor must provide explanation on the following attribute question.

Yes

69	**Regulatory Good Standing Certification - Explanation - Continued** If Vendor responded to the prior attribute that "No", Vendor is not in good standing, Vendor must provide an explanation of that lack of good standing here for TIPS consideration. *No response*

70	**Instructions Only - Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** **Instructions for Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion** 1. By answering yes to the next Attribute question below, the vendor and prospective lower tier participant is providing the certification set out herein in accordance with these instructions. 2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment. 3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances. 4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participants,” “person,” “primary covered transaction,” “principal,” “proposal” and “voluntarily excluded,” as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations. 5. The prospective lower tier participant agrees by submitting this form that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated. 6. The prospective lower tier participant further agrees by submitting this form that it will include this clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction” without modification in all lower tier covered transactions and in all solicitations for lower tier covered transactions. 7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List. 8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings. 9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and / or debarment.

71	**Suspension or Debarment Certification** Read the instructions in the attribute above and then answer the following accurately. Vendor certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. Does Vendor certify? Yes

72	**Vendor Certification of Criminal History - Texas Education Code Chapter 22** Texas Education Code Chapter 22 requires entities that contract with school districts to provide services to obtain criminal history record information regarding covered employees. Contractors must certify to the district that they have complied. Covered employees with disqualifying criminal histories are prohibited from serving at a school district pursuant to this law. **DEFINITIONS** **Covered employees:** Employees of a contractor or subcontractor who have or will have continuing duties related to the service to be performed at the District and have or will have direct contact with students. The District will be the final arbiter of what constitutes direct contact with students. **Disqualifying criminal history:** Any conviction or other criminal history information designated by the District, or one of the following offenses, if at the time of the offense, the victim was under 18 or enrolled in a public school: (a) a felony offense under Title 5, Texas Penal Code; (b) an offense for which a defendant is required to register as a sex offender under Chapter 62, Texas Code of Criminal Procedure; or (c) an equivalent offense under federal law or the laws of another state. **Vendor certifies:** **NONE (Section A):** None of the employees of Vendor and any subcontractors are covered employees, as defined above. If this box is checked, I further certify that Contractor has taken precautions or imposed conditions to ensure that the employees of Vendor and any subcontractor will not become covered employees. Contractor will maintain these precautions or conditions throughout the time the contracted services are provided under this procurement. **OR** **SOME (Section B):** Some or all of the employees of Vendor and any subcontractor are covered employees. If this box is checked, I further certify that: (1) Vendor has obtained all required criminal history record information regarding its covered employees. None of the covered employees has a disqualifying criminal history; (2) If Vendor receives information that a covered employee subsequently has a reported criminal history, Vendor will immediately remove the covered employee from contract duties and notify the purchasing entity in writing within 3 business days; (3) Upon request, Vendor will provide the purchasing entity with the name and any other requested information of covered employees so that the purchasing entity may obtain criminal history record information on the covered employees; (4) If the purchasing entity objects to the assignment of a covered employee on the basis of the covered employee's criminal history record information, Vendor agrees to discontinue using that covered employee to provide services at the purchasing entity. Which option does Vendor certify? None

73	**Certification Regarding "Choice of Law" Terms with TIPS Members** Vendor agrees that if any "Choice of Law" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Choice of Law" applicable to the sales agreement/contract between Vendor and TIPS Member shall be the state where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Choice of Law" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
74	**Certification Regarding "Venue" Terms with TIPS Members** Vendor agrees that if any "Venue" provision is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must provide that the "Venue" for any litigation or alternative dispute resolution is shall be in the state and county where the TIPS Member operates unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Venue" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
75	**Certification Regarding "Automatic Renewal" Terms with TIPS Members** Vendor agrees that no TIPS Sale may incorporate an "Automatic Renewal" clause that exceeds month to month terms with which the TIPS Member must comply. All renewal terms incorporated into a TIPS Sale Supplemental Agreement shall only be valid and enforceable when Vendor received written confirmation of acceptance of the renewal term from the TIPS Member for the specific renewal term. The purpose of this clause is to avoid a TIPS Member inadvertently renewing a Supplemental Agreement during a period in which the governing body of the TIPS Member has not properly appropriated and budgeted the funds to satisfy the Agreement renewal. Any TIPS Sale Supplemental Agreement containing an "Automatic Renewal" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes

76	**Certification Regarding "Indemnity" Terms with TIPS Members** Texas and other jurisdictions restrict the ability of governmental entities to indemnify others. Vendor agrees that if any "Indemnity" provision which requires the TIPS Member to indemnify Vendor is included in any sales agreement/contract between Vendor and a TIPS Member, that clause must either be stricken or qualified by including that such indemnity is only permitted, "to the extent permitted by the laws and constitution of [TIPS Member's State]" unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing an "Indemnity" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
77	**Certification Regarding "Arbitration" Terms with TIPS Members** Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause may ***not*** require that the arbitration is mandatory or binding. Vendor agrees that if any "Arbitration" provision is included in any TIPS Sale agreement/contract between Vendor and a TIPS Member, that clause provides for only voluntary and non-binding arbitration unless the TIPS Member expressly agrees otherwise. Any TIPS Sale Supplemental Agreement containing a "Arbitration" clause that conflicts with these terms is rendered void and unenforceable. If Vendor disagrees, after this solicitation legally closes and TIPS begins evaluating Vendor's file, TIPS will provide Vendor with a draft Word Document version of the Vendor Agreement and will be instructed to include all requested negotiations as redline edits for TIPS consideration. Does Vendor agree? Yes
78	**2 CFR PART 200 AND FEDERAL CONTRACT PROVISIONS EXPLANATION** TIPS and TIPS Members will sometimes seek to make purchases with federal funds. In accordance with 2 C.F.R. Part 200 of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (sometimes referred to as "EDGAR"),Vendor's response to the following questions labeled "2 CFR Part 200 or Federal Provision" will indicate Vendor's willingness and ability to comply with certain requirements which may be applicable to TIPS purchases paid for with federal funds, if accepted by Vendor. Your responses to the following questions labeled "2 CFR Part 200 or Federal Provision" will dictate whether TIPS can list this awarded contract as viable to be considered for a federal fund purchase. **Failure to certify all requirements labeled "2 CFR Part 200 or Federal Provision" will mean that your contract is listed as not viable for the receipt of federal funds. However, it will not prevent award.** If you do enter into a TIPS Sale when you are accepting federal funds, the contract between you and the TIPS Member will likely require these same certifications.

79	**2 CFR Part 200 or Federal Provision - Vendor Willingness to Accept Federal Funds** This certification is not required by federal law. However, TIPS Members are public entities and qualifying non-profits which often receive federal funding and grants (ESSER, CARES Act, EDGAR, etc.) ***Accepting such funds often requires additional required certifications and responsibilities for Vendor.*** The following attribute questions include these required certifications. Your response to this questions, the following certifications, and other factors will determine whether your contract award will be deemed as eligible for federal fund expenditures by TIPS Members. If awarded, is Vendor willing to accept payment for goods and services offered under this contract paid for by a TIPS Member with federal funds? Yes
80	**2 CFR Part 200 or Federal Provision - Contracts** Contracts for more than the simplified acquisition threshold currently set at $250,000 (2 CFR § 200.320), which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate. Notice: Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve all rights and privileges under the applicable laws and regulations with respect to this procurement in the event of breach of contract by either party. Does vendor agree? Yes
81	**2 CFR Part 200 or Federal Provision - Termination** Termination for cause and for convenience by the grantee or subgrantee including the manner by which it will be effected and the basis for settlement. (All contracts in excess of $10,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for cause after giving the vendor an appropriate opportunity and up to 30 days, to cure the causal breach of terms and conditions. ESC Region 8 and TIPS Members reserve the right to terminate any agreement in excess of $10,000 resulting from this procurement process for convenience with 30 days notice in writing to the awarded vendor. The Vendor would be compensated for work performed and goods procured as of the termination date if for convenience of the ESC Region 8 and TIPS Members. Any award under this procurement process is not exclusive and the ESC Region 8 and TIPS reserves the right to purchase goods and services from other vendors when it is in the best interest of the ESC Region 8 and TIPS. Does vendor agree? Yes

82	**2 CFR Part 200 or Federal Provision - Clean Air Act** Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended—Contracts and subgrants of amounts in excess of $150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA). Pursuant to the Clean Air Act, et al above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require that the proposer certify that during the term of an award by the ESC Region 8 and TIPS Members resulting from this procurement process the vendor agrees to comply with all of the above regulations, including all of the terms listed and referenced therein. Does vendor agree? Yes

83	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment** Byrd Anti-Lobbying Amendment (31 U.S.C. 1352)—Contractors that apply or bid for an award exceeding $100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members require the proposer certify that during the term and during the life of any contract with ESC Region 8 and TIPS Members resulting from this procurement process the vendor certifies that it is in compliance with all applicable provisions of the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Does Vendor agree? Yes

84	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** Applicable to Grants, Subgrants, Cooperative Agreements, and Contracts Exceeding $100,000 in Federal Funds Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure. **The undersigned certifies, to the best of his or her knowledge and belief, that:** (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with the awarding of a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement. (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, “disclosure Form to Report Lobbying,” in accordance with its instructions. (3) The undersigned shall require that the language of this certification be included in the award documents for all covered subawards exceeding $100,000 in Federal funds at all appropriate tiers and that all subrecipients shall certify and disclose accordingly. Does Vendor certify that it has NOT lobbied as described herein? Yes

85	**2 CFR Part 200 or Federal Provision - Byrd Anti-Lobbying Amendment - Continued** If you answered "No, Vendor does not certify - Lobbying to Report" to the above attribute question, you must download, read, execute, and upload the attachment entitled "Disclosure of Lobbying Activities - Standard Form - LLL", as instructed, to report the lobbying activities you performed or paid others to perform.

86	**2 CFR Part 200 or Federal Provision - Federal Rule** Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts, and subgrants of amounts in excess of $100,000) Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, ESC Region 8 and TIPS Members requires the proposer certify that in performance of the contracts, subcontracts, and subgrants of amounts in excess of $250,000, the vendor will be in compliance with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). Does vendor certify compliance? Yes

87	**2 CFR Part 200 or Federal Provision - Procurement of Recovered Materials** A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include: (1) procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; (2) procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines. Does vendor certify that it is in compliance with these provisions? Yes
88	**2 CFR Part 200 or Federal Provision - Rights to Inventions** If the Federal award meets the definition of “funding agreement” under 37 CFR §401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency. Pursuant to the above, when the foregoing applies to ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award resulting from this procurement process, Vendor agrees to comply with all applicable requirements as referenced in the Federal rule above. Does vendor certify? Yes

89	**2 CFR Part 200 or Federal Provision - Domestic Preferences for Procurements and Compliance with Buy America Provisions** As appropriate and to the extent consistent with law, TIPS Member Customers, to the greatest extent practicable under a Federal award, may provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Vendor agrees that the requirements of this section will be included in all subawards including all contracts and purchase orders for work or products under this award, to the greatest extent practicable under a Federal award. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stag through the application of coatings, occurred in the United States. Moreover, for purposes of 2 CFR Part 200.322, “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum, plastics and polymer-based products such as polyvinyl chloride pipe, aggregates such as concrete, glass, including optical fiber, and lumber. Vendor certifies that it is in compliance with all applicable provisions of the Buy America Act. Purchases made in accordance with the Buy America Act must still follow the applicable procurement rules calling for free and open competition. For purposes of 2 CFR Part 200.322, “Produced in the United States” means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States. “Manufactured products” means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber. Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that to the greatest extent practicable Vendor will provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). Does Vendor Certify? Yes

90 **2 CFR Part 200 or Federal Provision - Ban on Foreign Telecommunications**

ESC 8 and TIPS Members are prohibited from obligating or expending Federal financial assistance, to include loan or grant funds, to: (1) procure or obtain, (2) extend or renew a contract to procure or obtain, or (3) enter into a contract (or extend or renew a contract) to procure or obtain, equipment, services, or systems that use "covered telecommunications" equipment or services as a substantial or essential component of any system, or as critical technology as part of any system. "Covered telecommunications" equipment is telecommunications equipment produced by Huawei Technologies Company or ZTE Corporation (or any subsidiary or affiliate of such entities), and physical security surveillance of critical infrastructure and other national security purposes, and video surveillance and telecommunications equipment produced by Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, or Dahua Technology Company (or any subsidiary or affiliate of such entities) for the purpose of public safety, security of government facilities, physical security surveillance of critical infrastructure, and other national security purposes detailed in 2 CFR § 200.216.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that Vendor will not purchase equipment, services, or systems that use "covered telecommunications", as defined by 2 CFR §200.216 equipment or services as a substantial or essential component of any system, or as critical technology as part of any system.

Does vendor certify?

Yes

91 **2 CFR Part 200 or Federal Provision - Contract Cost & Price**

For contracts more than the simplified acquisition threshold currently set at $250,000, a TIPS Member may, in very rare circumstances, be required to negotiate profit as a separate element of the price pursuant to 2 C.F.R. 200.324(b). Under those circumstances, Vendor agrees to provide information and negotiate with the TIPS Member regarding profit as a separate element of the price. However, Vendor certifies that the total price charged by the Vendor shall not exceed the Vendor's TIPS pricing and pricing terms proposed.

Does Vendor certify?

Yes

92 **2 CFR Part 200 or Federal Provision - Equal Employment Opportunity**

Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members on any federally assisted construction contract, the equal

opportunity clause is incorporated by reference here.

Does Vendor Certify?

Yes

93

2 CFR Part 200 or Federal Provision - Davis Bacon Act Compliance

Texas Statute requires compliance with Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146- 3148) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non- Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

Pursuant to state and federal requirements, Vendor certifies that it will be in compliance with all applicable Davis-Bacon Act provisions if/when applicable.

Does Vendor certify?

Yes

94

2 CFR Part 200 or Federal Provision - Contract Work Hours and Safety Standards

Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

Pursuant to the above, when federal funds are expended by ESC Region 8 and TIPS Members, Vendor certifies that during the term of an award for all contracts resulting from this procurement process, Vendor will be in compliance with all applicable provisions of the Contract Work Hours and Safety Standards Act.

Does Vendor certify?

Yes

95 **2 CFR Part 200 or Federal Provision - FEMA Fund Certification & Certification of Access to Records**

If and when Vendor accepts a TIPS purchase paid for in full or part with FEMA funds, Vendor certifies that:

(1) Vendor agrees to provide the TIPS Member, the FEMA Administrator, the Comptroller General of the United States, or any of their authorized representatives access to and rights to reproduce any books, documents, papers, and records of the Contractor which are directly pertinent to this contract, or any contract resulting from this procurement, for the purposes of making audits, examinations, excerpts, and transcriptions. This right also includes timely and reasonable access to Vendor's personnel for the purpose of interview and discussion relating to such documents. Vendor agrees to provide the FEMA Administrator or an authorized representatives access to construction or other work sites pertaining to the work being completed under the contract. Vendor acknowledges and agrees that no language in this contract or the contract with the TIPS Member is intended to prohibit audits or internal reviews by the FEMA Administrator or the Comptroller General of the United States.

(2) The Vendor shall not use the Department of Homeland Security's seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA pre-approval.

(3) The Vendor will comply with all applicable Federal law, regulations, executive orders, FEMA policies, procedures, and directives.

(4) The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-Federal entity, contractor, or any other party pertaining to any matter resulting from the contract.

(5) The Vendor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Vendor's actions pertaining to this contract.

Does Vendor certify?

Yes, Vendor certifies

96 **2 CFR Part 200 or Federal Provision - Certification of Compliance with the Energy Policy and Conservation Act**

When appropriate and to the extent consistent with the law, Vendor certifies that it will comply with the Energy Policy and Conservation Act (42 U.S.C. 6321 et seq; 49 C.F.R. Part 18) and any state mandatory standards and policies relating to energy efficiency which are contained in applicable state energy conservation plans issued in compliance with the Act.

Does Vendor certify?

Yes

97	**2 CFR Part 200 or Federal Provision - Certification of Compliance with Never Contract with the Enemy** Where applicable, all contracts awarded by ESC 8 and TIPS Members in excess of $50,000.00, within the period of performance, and which are performed outside of the United States, including U.S. territories, are subject to the regulations implementing Never Contract with the Enemy in 2 CFR part 183. Per 2 CFR part 183, in the situation specified, ESC 8 and TIPS Members shall terminate any contract or agreement resulting from this procurement which violates the Never Contract with the Enemy regulation in 2 CFR part 183, including if Vendor is actively opposing the United States or coalition forces involved in a contingency operation in which members of the the Armed Forces are actively engaged in hostilities. Vendor certifies that it is neither an excluded entity under the System for Award Management (SAM) nor Federal Awardee Performance and Integrity Information System (FAPIIS) for any contract terminated due to Never Contract with the Enemy as a Termination for Material Failure to Comply. Does Vendor certify? Yes
98	**2 CFR Part 200 or Federal Provision - Certification of Compliance with EPA Regulations** For contracts resulting from this procurement, in excess of $100,000.00 and paid for with federal funds, Vendor certifies that Vendor will comply with all applicable standards, orders, regulations, and/or requirements issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15. Does Vendor certify? Yes
99	**2 CFR Part 200 or Federal Provision - Record Retention Requirements** For contracts resulting from this procurement, paid for by ESC 8 or TIPS Members with federal funds, Vendor certifies that Vendor will comply with the record retention requirements detailed in 2 CFR § 200.334. Vendor certifies that Vendor will retain all records as required by 2 CFR § 200.334 for a period of three years after final expenditure or financial reports, as applicable, and all other pending matters are closed. Does Vendor certify? Yes
100	**2 CFR Part 200 or Federal Provision - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** Do you ever anticipate the possibility of subcontracting any of your work under this award if you are successful? If you respond "Yes", you must respond to the following attribute question accurately. If you respond "No", you may skip the following attribute question. No

101	**2 CFR Part 200 or Federal Provision - If "Yes" Response to Above Attribute - Continued - Subcontracting and Affirmative Steps for Small and Minority Businesses, Women's Business Enterprises, and Labor Surplus Area Firms.** **Only respond to this question if you responded "Yes" to the attribute question directly above. Skip this question if you responded "No" to the attribute question directly above.** Does Vendor certify that it will follow the following affirmative steps? Federal Regulation 2 CFR §200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms. (a)The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible. (b) Affirmative steps must include: (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists; (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources; (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises; (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises; (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce ; and (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs(1) through (5) of this section. Does Vendor certify? *No response*
102	**ACKNOWLEDGMENT & BINDING CORPORATE AUTHORITY** By submitting this proposal, the individual(s) submitting on behalf of the Vendor certify that they are authorized by Vendor to complete and submit this proposal on behalf of Vendor and that this proposal was duly submitted on behalf of Vendor by authority of its governing body, if any, and within the scope of its corporate powers. Vendor further certifies that it has read, examined, and understands all portions of this solicitation including but not limited to all attribute questions, attachments, solicitation documents, bid notes, and the Vendor Agreement(s). Vendor certifies that, if necessary, Vendor has consulted with counsel in understanding all portions of this solicitation.

TIPS CONTRACT 230104

REQUIRED CONFIDENTIALITY CLAIM FORM

(VENDOR MUST COMPLETE THE FOLLOWING VENDOR INFORMATION)

Vendor Entity Name: Precision Concrete Cutting, Inc.

Vendor Authorized Signatory Name: Matt Haney

Vendor Authorized Signatory Title: President

Vendor Authorized Signatory Email: info@safesidewalks.com

Vendor Address: 3191 N Canyon Rd

City: Provo State: UT Zip Code: 84604

Vendor agrees that it is voluntarily providing its data (including but not limited to: Vendor information, Vendor documentation, Vendor's proposal, Vendor pricing submitted or provided to TIPS, TIPS contract documents, TIPS correspondence, Vendor logos and images, Vendor's contact information, Vendor's brochures and commercial information, Vendor's financial information, Vendor's certifications, and any other Vendor information or documentation submitted to TIPS by Vendor and its agents) (Hereinafter, "Vendor Data") to TIPS. Vendor understands and agrees that TIPS is a government entity subject to public information laws including but not limited to Texas Government Code (TGC) Chapter 552. Vendor agrees that regardless of confidentiality designations herein, Vendor's submission of a proposal constitutes Vendor's consent to the disclosure and release of Vendor's Data and comprehensive proposal, including any information deemed confidential or proprietary herein, to and by TIPS Members.

Notwithstanding the foregoing permissible release to TIPS Members, if Vendor considers any portion of Vendor's proposal to be otherwise confidential and not subject to public disclosure pursuant to public information laws, including but not limited to TGC Chapter 552, Vendor must properly execute ***Option 1 only*** below, attach to this PDF all documents and information that Vendor deems confidential, and upload the consolidated documentation. Regardless of the Option selected below, this form must be completed and uploaded to the "Response Attachments" section of the eBid System entitled "Required Confidentiality Claim Form." Execution and submission of this form is the sole indicator of whether Vendor considers any Vendor Data confidential in the event TIPS receives a request, a Public Information Request, or subpoena. If TIPS receives a request, any responsive documentation not deemed confidential by you through proper execution of Option 1 of this form will be automatically released. For information deemed confidential by you through proper execution of Option 1 of this form, TIPS will follow procedures of controlling statute(s) regarding withholding that documentation and shall not be liable for any release of information required by law, including Attorney General opinion or court order.

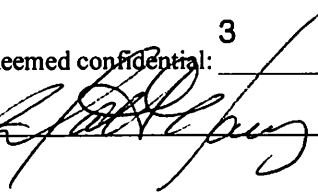
(VENDOR MUST COMPLETE ONE OF THE TWO OPTIONS AND UPLOAD IN THE EBID SYSTEM)

OPTION 1 – DESIGNATING CONFIDENTIAL MATERIALS – YES, VENDOR HAS ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

- Vendor claims some Vendor Data confidential to the extent permitted by TGC Chapter 552 and other applicable law.
- Vendor attached to this PDF all potentially confidential Vendor Data and listed the number of attached pages below.
- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Number of pages attached deemed confidential: 3

Authorized Signature: 

OPTION 2 – WAIVER OF CONFIDENTIALITY – NO, VENDOR HAS NOT ATTACHED CONFIDENTIAL MATERIALS

(Confirm each bullet point and sign below)

By signing for Option 2 below, Vendor expressly waives any confidentiality claim for all Vendor Data submitted in relation to this proposal and resulting contract. Vendor confirms that TIPS may freely release Vendor Data submitted in relation to this proposal or resulting contract to any requestor. Vendor agrees that TIPS shall not be responsible or liable for any use or distribution of Vendor Data by TIPS or TIPS Members.

- Vendor's authorized signatory has signed below and shall upload this document in the proper location in the eBid System.
- Vendor agrees that TIPS shall not be liable for any release of confidential information required by law.

Authorized Signature: _____

INFINITEAM
INSURANCE

39 West 9000 South | Sandy, UT 84070
Ph: 801.619.6288 | Fx: 801.619.6293

January 25, 2023

Re: Precision Concrete Cutting, Inc. – Bonds

To Whom It May Concern:

Regarding the bonding for Precision Concrete Cutting, Inc. it has been my agency's benefit to service their insurance needs for the last several years. They are currently in good standing with all carriers they do business with.

Based on the financial information discussed and recently reviewed by the underwriter, we feel confident Precision Concrete Cutting, Inc. will be able to obtain bid/performance bonds. Currently, they qualify for a bonding capacity of $2,500,000 Aggregate limit. We are not aware of any claim being paid by a surety for this customer.

Any arrangement for final bonds is a matter between Precision Concrete Cutting, Inc. and the bond company. This letter should not be perceived as a bid bond. We assume no liability to you or any other third party should final bonds not be issued unless a bid bond accompanies this letter.

If you have any questions regarding your company's bonding or insurance coverages, please do not hesitate to call our office at 801-748-2825 or my assistant 801-748-2813.

Thank you,

Jason S. Gardner, CIC
Principal / Program Director
Acrisure/Infiniteam Insurance

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-477

AUTHORIZING A CONTRACT FOR THE KANE COUNTY MILL CREEK SPECIAL SERVICE AREA FOR CURBSIDE BRUSH PICK-UP SERVICES PROGRAM WITH KRAMER TREE SPECIALISTS, INC. (BID# 25-012-TK)

WHEREAS, Kane County has solicited and received three (3) bids (BID# 25-012-TK) for the Mill Creek Special Service Area Curbside Brush Pick-Up Services Program by the April 3rd, 2025 4:00 p.m. deadline; and

WHEREAS, the lowest responsive and responsible bidder, as per bid documents and specifications was Kramer Tree Specialists, Inc., 300 Charles Ct., West Chicago, IL 60185; and

WHEREAS, this is a two (2) year contract with three (3) optional mutually agreed upon one (1) year extensions as outlined in the bid specifications; and

WHEREAS, the cost of the Mill Creek Special Services Area Curbside Brush Pick-Up Services Program for the first two (2) years is Sixty-One Thousand Eight Hundred and Two Dollars ($61,802); and

WHEREAS, funds have been budgeted and will be paid from the Mill Creek Special Service Area Fund for repairs and maintenance grounds- 520.690.730.52120; and

WHEREAS, this contract calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to execute a two (2) year contract with Kramer Tree Specialists, Inc., 300 Charles Ct., West Chicago, IL 60185 for the Mill Creek Special Service Area for Curbside Brush Pick-Up Services Program in the amount not to exceed Sixty-One Thousand Eight Hundred and Two Dollars ($61,802).

Line Item: 520.690.730.52120, various
Line Item Description: Repairs and Maintenance Grounds, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing a Contract for the Kane County Mill Creek Special Service Area for Curbside Brush Pick-up Services Program with Kramer Tree Specialists, Inc. (BID#25-012-TK)

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Roger Fahnestock, 630-232-3571

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $61,802
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a two year contract for the curbside brush-pick up services program for the Mill Creek Special Service Area. BIDS were solicited and lowest responsive responsible bidder being Kramer Tree Specialists, Inc. was selected. This contract is for two years with three optional one year extensions. The two year contract amount is $61,802 wich has been budgeted and are available in the Mill Creek Repairs and Maintenance Grounds budget.

KANE COUNTY
OFFER TO CONTRACT FORM
For
25-013-TK
Mill Creek SSA's Curbside Brush Pick-Up Service Program

Bid Due Date & Time: 4:00 p.m., CST on Thursday, April 3, 2025.

To: County of Kane (Purchasing Department)
Kane County Government Center, Building (A) Room 211, 212, or 214
719 S. Batavia Ave.
Geneva, IL 60134

The following offer is hereby made to the County of Kane, Illinois, hereafter called the Owner.

Submitted By: Kramer Tree Specialists Inc

I. The undersigned Vendor proposes and agrees, after having examined the specifications, quantities, and other contract documents, to irrevocably offer to furnish the products, materials, equipment, and services in compliance with all terms, conditions, specifications, and amendments contained in this solicitation documents. The items in this Invitation to Bid, including, but not limited to, all required certificates, are fully incorporated herein as a material and necessary part of the contract.

A. *The Vendor shall also include with his bid any necessary literature, samples, etc., as required within the Invitation to Bid, Instructions to Bidders, and specifications.*

1. *The vendor has examined the Responsible Bidder Ordinance (RBO – Section 29), Contractor Disclosure (Section 30), and Familial Relationship (attached Public Act 101-0544) of the Instruction to Bidders, and has included or provided a certified document list all cumulative campaign contributions made within the past twelve months, to any current or county-wide elected officer, and ownership interest in entity greater than five percent and compliance with Public Act 101-0544.*

B. For purposes of this offer, the terms Offerer, Bidder, Contractor, and Vendor are used interchangeably.

II. In submitting this Offer, the Vendor acknowledges:

A. All bid documents have been examined: Instructions to Bidder, Statement of Work, and the following addenda: No._____, No. _____, No._____, No._____, No._____, No.____, No.____, No.____, No.____, (Contractor to acknowledge addenda here).

B. The site(s) and locality have been examined where the Service is to be performed, the legal requirements (federal, state, and local laws, ordinances, rules, and regulations), and the conditions affecting the cost, progress, or performance of the Work and has made such independent investigations, as Contractor deems necessary.

C. To be prepared to execute a contract with the Owner within ten (10) calendar days after acceptance of the bid by the Owner.

III. BASE BID

The Undersigned agrees to furnish all labor, materials, and equipment necessary for the Mill Creek SSA's Curbside Pick-Up Program. This is an all-inclusive bid with three pick-up dates scheduled annually in April, July, and October.

Cost Schedules:

Scheduled Pick-Up Dates	Unit Cost/Service
April, 2025 – Spring pick-up	$ 9,983.00
July, 2025 – Summer pick-up	$ 9,983.00
October, 2025 – Fall pick-up	$ 9,983.00
Total Cost – (One Year Term)	$ 29,949.00
GRAND TOTAL - (2 Year Terms)	$ 60,347.00

OPTION YEARS - PERCENTAGE COST ESCALATION:

A. YEAR 1 (2027) 1.5 % OR TOTAL COST FOR OPTION YEAR ONE: $ 30,853

B. YEAR 2 (2028) 1.5 % OR TOTAL COST FOR OPTION YEAR TWO: $ 31,315

C. YEAR 3 (2029) 1.5 % OR TOTAL COST FOR OPTION YEAR THREE: $ 31,784

ADDITIONAL COMMENTS:

By signing this Bid, the Offeror hereby certifies that they are not barred from bidding on this contract as a result of a violation of either Section 33E-3 or 33E-4 of the Illinois Criminal Code of 1961, as amended. The awarding of any contract resulting from this Bid will be based upon the funding available to Kane County, which may award all or part of this project. The terms of the Bid and the response shall be incorporated by this reference as though fully set forth into the Contract notwithstanding any language in the contract to the contrary. In the event of any conflict between the terms of the Contract and the terms of the Bid and the response, the terms of the Bid and the response shall govern. Every element or item of the Bid and the response shall be deemed a material and severable item or element of the contract. This service contract shall be for a two (2) year term which will begin on the date of contract execution by the Kane County Board and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. **AN AUTHORIZED REPRESENTATIVE OF THE COMPANY OR ENTITY RESPONDING TO THE BID AND THE RESPONSE SHALL SIGN THIS SECTION.**

Signature Lynn Moravick Typed Signature Lynn Moravick

Company Kramer Tree Specialists Inc.

Address/City/State 300 Charles Court

Phone # 630-293-5444 Fax # 630-293-7667

Federal I.D./Social Security # 36-3144108 Date 3/27/2025

ACCEPTANCE

The Offer is hereby accepted for the **MILL CREEK SSA'S BRUSH PICK-UP SERVICE PROGRAM**

The Vendor is bound to provide the services and materials listed by the attached contract and based upon the Invitation to Bid, including all terms, conditions, specifications, amendments, and the vendor's offer is accepted by the County of Kane.

This contract shall henceforth be referred to as Contract Number ***25-013-TK***. The Vendor has been cautioned not to commence any billable work or to provide any supplies or services until said vendor receives a purchase order and or notice to proceed.

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

Date

BID SUBMITTALS CHECKLIST

The undersigned Vendor acknowledged and verified that all required documents, statements, and all certificates meeting the County's requirements are included in their bid response. The vendor shall check the following required submittal items checklist to assure the completeness and in order to assemble of their bid response.

✓: SIGNED BID OFFER TO CONTRACT FORM with all supporting documents (pages 23-30), including the vendor bid form, as applicable.

_____: VENDOR DISCLOSURE STATEMENT (mandatory submittal if award of contract)

_____: VENDOR FAMILIAL RELATIONSHIP DISCLOSURE STATEMENT (mandatory submittal if award of contract)

✓: PROOF OF CURRENT CERTIFICATE OF INSURANCE (Submit current coverages with bid response). The actual certificate of insurance that meets the County's requirements including naming the County of Kane, as a certificate holder and additional name insured with required policy endorsements shall be submitted before issuing of award and contract execution. (See attached sample, a required submittal if award of contract)

✓: REFERENCES & CONTACT INFORMATION

✓: ONE (1) ORIGINAL BID, MUST BE SUBMITTED ELECTRONICALLY THROUGH BIDNET DIRECT.

Vendor/Agency: _____

Address/City/State: _____

Phone # _____ Fax # _____

VENDOR CERTIFICATION

This information is collected for reporting purposes only and will not have any influence on vendor selection. It is required by the State of Illinois. Please check any of the following boxes that apply to the ownership of your firm.

- ☐ Minority-owned Business (MBE)
- ☐ Woman-owned Business (WBE)
- ☐ Business Enterprise Program (BEP)
- ☐ Small Disadvantaged Business (SDB)
- ☐ Kane County Local Business
- ☐ Veteran-owned Business Enterprise (VBE)
- ☐ Service-Disabled Veteran-owned Business Enterprise (SDVBE)
- ☐ Veteran-owned Small Business (VOSB)
- ☐ Persons with Disabilities-owned Business Enterprises (PDBE)
- ☒ N/A – These categories do not apply to my business

Please Note: It is required that you check at least one box.

CONTRACTOR DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12-month period.

Below is a list of shareholders or owners, with at least 5% holdings in ABC Company:

Mr. John Smith 456 Second Street Geneva, IL 60134	50%
Ms. Suc Jones 456 Second Street Geneva, IL 60134	50%

_____ _____

Officer Date
Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

FAMILIAL RELATIONSHIP DISCLOSURE

As of (Today's Date), ABC Company, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12-month period. "Familial Relationship" is defined in Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

_____ _____

Officer Date
Title

Subscribed and Sworn this _____ day of _____, 2025

_____

Notary Public

NO-BID/RFP/RFQ RESPONSE

RFP 25-013-TK

Mill Creek SSA's Curbside Brush Pick-Up Program

In the event that your organization chooses not to submit a response to this solicitation, the Kane County Purchasing Department is interested in the reasons why vendors/consultants have chosen not to submit a bid or proposal response in order to better serve the taxpayers of Kane County. Please indicate your reason(s) by checking all applicable items below and return this form to the address shown below.

- ☐ Could not meet the specifications.
- ☐ Items or materials requested not manufactured by us or not available to our company.
- ☐ Insurance requirements too restricting.
- ☐ Bond requirements too restricting.
- ☐ Scope of services not clearly understood or applicable (too vague, too rigid, etc.).
- ☐ Project not suited to our organization.
- ☐ Quantities too small.
- ☐ Insufficient time allowed for preparation of bid/proposal response.
- ☐ Other (please specify):

_____

_____

_____

_____

_____

Vendor Name: _____

Contact Person: _____

Telephone: _____

Email: _____

Please send your response to: purchasing@KaneCountyIL.gov

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/25/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Connor & Gallagher Ins. Serv. 750 Warrenville Road, Ste. 400 Lisle IL 60532	**CONTACT NAME:** CGO Certificate Team **PHONE (A/C, No, Ext):** 630-810-9100 **FAX (A/C, No):** 630-810-0100 **E-MAIL ADDRESS:** certs@gocgo.com
INSURED KRAME-2 Kramer Tree Specialists, Inc. 300 Charles Court West Chicago IL 60185	**INSURER(S) AFFORDING COVERAGE** — **NAIC #** **INSURER A :** West Bend Insurance Company — 15350 **INSURER B :** Westchester Surplus Lines Insurance Company — 10172 **INSURER C :** **INSURER D :** **INSURER E :** **INSURER F :**

COVERAGES **CERTIFICATE NUMBER:** 1270737778 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X **COMMERCIAL GENERAL LIABILITY** CLAIMS-MADE [X] OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY [X] PRO-JECT [ ] LOC OTHER:	Y	Y	1400955	2/6/2025	2/6/2026	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG $	$ 1,000,000 $ 300,000 $ 10,000 $ 1,000,000 $ 3,000,000 $ 3,000,000 $
A	**AUTOMOBILE LIABILITY** X ANY AUTO OWNED AUTOS ONLY [ ] SCHEDULED AUTOS X HIRED AUTOS ONLY [X] NON-OWNED AUTOS ONLY	Y	Y	1400955	2/6/2025	2/6/2026	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident) $	$ 1,000,000 $ $ $ $
A	X **UMBRELLA LIAB** [X] OCCUR **EXCESS LIAB** [ ] CLAIMS-MADE DED [ ] RETENTION $			1400955	2/6/2025	2/6/2026	EACH OCCURRENCE AGGREGATE $	$ 7,000,000 $ 7,000,000 $
A	**WORKERS COMPENSATION AND EMPLOYERS' LIABILITY** Y/N ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBEREXCLUDED? [N] N/A **(Mandatory in NH)** If yes, describe under DESCRIPTION OF OPERATIONS below	N/A	Y	A708442	2/6/2025	2/6/2026	X PER STATUTE [ ] OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	 $ 1,000,000 $ 1,000,000 $ 1,000,000
B A A	Pollution Liability Professional Liability Leased/Rented Equipment			G24254318014 1400955 1400955	2/6/2025 2/6/2025 2/6/2025	2/6/2026 2/6/2026 2/6/2026	Limit / Agg. Occurrence / Agg. Limit	$2MM / $4MM $1MM / $3MM $350,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Job No. 25-013-TK - Curbside Brush Pickup

County of Kane is included as Additional Insured on a Primary and Non-Contributory basis for Commercial General Liability when required in written contract. Waiver of Subrogation for General Liability, Auto Liability, and Workers Compensation Policies in favor of Additional Insured when required in written contract.

CERTIFICATE HOLDER

County of Kane
719 Batavia Ave., Bldg A
Geneva IL 60134

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Philip J. Stratman

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM
BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

Named Insured: Kramer Tree Specialists, Inc

Endorsement Effective Date: 02-06-2025

SCHEDULE

Name of Person(s) or Organization(s):
Any party for whom the insured is required to provide designated insured status.
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

A. Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** Covered Autos Coverages of the Auto Dealers Coverage Form.

B. The following is added to the Other Insurance Condition in the Business Auto and Auto Dealers Coverage Forms and the Other Insurance – Primary And Excess Insurance Provisions in the Motor Carrier Coverage Form and supersedes any provision to the contrary:

This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" shown in the schedule provided that:

1. Such "insured" is a Named Insured under such other insurance; and
2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

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THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

PLUS PAK – COMMERCIAL AUTO

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

A. Changes In Covered Autos Liability Coverage

1. Paragraph **A.1. Who Is An Insured** is amended by the addition of the following:

   Newly Acquired Organizations

   Any organization you newly acquire or form, other than a partnership, joint venture or limited liability company, and over which you maintain ownership or majority interest, will qualify as a Named Insured if there is no other similar insurance available to that organization. However:

   a. Coverage under this provision is afforded only until the 180th day after you acquire or form the organization or the end of the policy period, whichever is earlier;

   b. This coverage does not apply to "bodily injury" or "property damage" that occurred before you acquired or formed the organization;

   c. No person or organization is an insured with respect to the conduct of any current or past partnership, joint venture or limited liability company that is not shown as a named Insured in the Declarations.

   Employees As Insureds

   Any "employee" of yours is an "insured" while using a covered "auto" you don't own, hire or borrow in your business or your personal affairs.

   Employee Hired Autos

   An "employee" of yours is an "insured" while operating an "auto" hired or rented under a contract or agreement in an "employee's" name, with your permission, while performing duties related to the conduct of your business.

   If Employee Hired Autos **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

   Additional Insured By Written Contract

   Any person or organization for whom you have agreed to add under a written contract or agreement. Such person or organization is an additional "insured" only with respect to your ownership, maintenance or use of a covered "auto".

   This coverage is primary to and will not seek contribution from any other insurance available to an "insured" provided that:

   a. Such "insured" is a Named Insured under such other insurance; and

   b. You have agreed in a written contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".

2. **Increased Supplementary Payments**

   Paragraph **A.2.a.(4)** is replaced by:

   (4) All reasonable expenses incurred by the "insured" at our request, including actual loss of earnings up to $300 a day because of time off from work.

3. **Fellow Employee**

   Paragraph **B.5. Fellow Employee** does not apply to claims for "bodily injury" resulting from the use of a covered "auto" where the fellow "employee" is not immune from "suit" or civil liability for "bodily injury" by reason of Workers Compensation laws or other similar laws.

   Coverage is excess over any other collectible insurance.

   This amendment is not applicable in Virginia. See applicable Virginia Changes endorsement.

B. Changes in Physical Damage Coverage

1. Paragraph **A. Coverage** is amended by the addition of:

   Loan/Lease Gap Coverage

   In the event of a total "loss" to a covered "auto", of the private passenger or "light or medium truck" type, to which a loss payee applies under the Commercial Auto Coverage Part, we will pay any unpaid amount due on the lease or loan for a covered "auto" less:

   The amount paid under the policy's Physical Damage Coverage and any:

   a. Overdue or any deferred lease/loan payments at the time of the "loss";

   b. Financial penalties imposed under a lease for excessive use, abnormal wear and tear or high mileage;

   c. Security deposits not returned by the lessor;

   d. Costs for extended warranties, Credit Life Insurance, Health, Accident or Disability Insurance purchased with the loan or lease; and

   e. Carry-over balances from previous loans or leases.

   This coverage applies only to "autos", of the private passenger or "light or medium truck" type, that:

   a. Are provided comprehensive and collision coverages by the attached policy and

   b. Have not been previously titled under the motor vehicle laws of any state.

   The insurance provided is excess over any other collectible insurance including but not limited to any coverage provided by or purchased from the lessor or any financial institution.

   If Auto Loan/Lease Gap Coverage **CA 20 71** is attached to this policy, the Loan/Lease Gap Coverage described above does not apply.

2. Paragraph **A.2. Towing and Labor** is replaced by:

   2. Towing and Labor

   We will pay up to a maximum of $150 for towing and labor costs incurred each time a covered "auto", of the private passenger or "light or medium truck" type, is disabled. However, the labor must be performed at the place of disablement.

   If a limit is shown in the Declarations for towing and labor costs, the Towing and Labor coverage described above does not apply.

3. Paragraph **A.4.a. Transportation Expenses** is replaced by:

   a. Transportation Expenses

   We will pay up to $50 per day, to a maximum of $1,500, for temporary transportation expense incurred by you because of the total theft of a covered "auto" of the private passenger or "light or medium truck" type. We will pay only for those covered "autos" for which you carry either Comprehensive or Specified Causes Of Loss Coverage. We will pay for temporary transportation expenses incurred during the period beginning 48 hours after the theft and ending, regardless of the policy's expiration, when the covered "auto" is returned to use or we pay for its "loss".

4. Paragraph **A.4.b. Loss of Use Expenses** is replaced by:

   b. Loss of Use Expenses

   For Hired Auto Physical Damage, we will pay expenses for which an "insured" becomes legally responsible to pay for loss of use of a vehicle rented or hired without a driver under a written rental contract or agreement. We will pay for loss of use expenses caused by:

   (1) Other than collision only if the Declarations indicates that Comprehensive Coverage is provided for any covered "auto";

   (2) Specified Causes Of Loss only if the Declarations indicates that Specified Causes Of Loss Coverage is provided for any covered "auto"; or

   (3) Collision only if the Declarations indicates that Collision Coverage is provided for any covered "auto".

   However, the most we will pay for any expenses for loss of use is $50 per day, to a maximum of $1,500.

   If Optional Limits – Loss of Use Expenses Endorsement **CA 99 90** is attached to this policy, the Loss of Use Expenses described above does not apply.

5. Paragraph **A.4. Coverage Extensions** is amended by the addition of:

   Electronic Logging Devices

   We will also pay, with respect to a covered "loss", up to $5,000 in any one occurrence for the actual loss sustained to all electronic onboard recorder permanently installed in the "auto" but only with respect to a covered "auto".

A deductible of $250 applies to any one occurrence.

In the event that there is more than one applicable deductible, only the highest deductible will apply.

Personal Property

If we pay for a "loss" to a covered "auto" caused by:

a. Fire,

b. Lightning,

c. Theft or attempted theft if there are visible signs of someone breaking into the covered "auto" or the entire "auto" is stolen or

d. Collision, we will extend coverage to pay for "loss" to personal property contained in or on the "auto" at the time of the "loss" to the "auto".

Under this extension:

(1) The personal property must be owned by you, your family member or your employee.

(2) We will pay up to $500 in any one "loss".

(3) This Personal Property coverage is excess over any other insurance available for the same "loss".

(4) Personal Property does not include tools, jewelry, money or securities.

Rental Reimbursement

We will pay for rental reimbursement expenses incurred by you for the rental of an "auto" because of a covered "loss" to a covered "auto" of the private passenger or truck type. Payment applies in addition to the otherwise applicable amount of each coverage you have on a covered "auto". No deductibles apply to this coverage.

We will pay only for those expenses incurred during the policy period beginning 24 hours after the "loss" and ending, regardless of the policy's expiration, with the lesser of the following number of days:

a. The number of days reasonably required to repair or replace the covered "auto". If "loss" is caused by theft, this number of days is added to the number of days it takes to locate the covered "auto" and return it to you.

b. 30 days.

Our payment is limited to the lesser of the following amounts:

a. Necessary and actual expenses incurred.

b. $100 per day.

This coverage does not apply while there are spare or reserve "autos" available to you for your operations.

If "loss" results from the total theft of a covered "auto" of the private passenger or truck type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided for under – Physical Damage Coverage Extension.

If Rental Reimbursement Coverage **CA 99 23**, is attached to this policy, the Rental Reimbursement described above does not apply.

Hired Auto Physical Damage

If hired "autos" are covered "autos" for Liability Coverage and Comprehensive, Specified Causes Of Loss or Collision Coverages are provided for any "auto" you own, then the Physical Damage Coverages provided are extended to "autos" you hire of the private passenger or "light or medium truck" type.

The most we will pay for "loss" to any hired "auto" is the lesser of:

a. $75,000

b. The actual cash value of the damaged hired "auto" or

c. The cost of repairing or replacing the damaged or stolen hired "auto".

Our obligation to pay for repair, return or replacement of a stolen hired "auto", will be reduced by a deductible. The deductible will be equal to the largest deductible applicable to any owned "auto" of the private passenger or "light or medium truck" type for the applicable coverage.

Hired Auto Physical Damage Coverage is excess over any other collectible insurance. Subject to the above limit, deductible and excess provisions, we will provide coverage equal to the broadest coverage applicable to any covered "auto" you own of the private passenger or "light or medium truck" type.

If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, the Hired Auto Physical Damage described above does not apply.

6. Paragraphs **B.3.a.** in the Business Auto Coverage Form and **B.4.a**. in the Motor Carrier Coverage Form are amended by the addition of the following:

Accidental Airbag Inflation

This exclusion does not apply to the accidental inflation of an airbag.

7. Paragraph **C. Limits of Insurance** is amended by the addition of the following:

   Waiver of Depreciation – Private Passenger Vehicle

   If we deem a covered "auto", of the private passenger type, to be a total loss, within 180 days of your purchase of the "auto", and it has not been previously titled under the motor vehicle laws of any state, at our option, we may:

   a. Replace the covered "auto" with a new "auto" of like make, model and year or

   b. Pay you an amount equal to the cost of the covered "auto" new, including taxes.

   This coverage does not apply to a leased "auto".

   No one will be entitled to receive duplicate payments for the same elements of "loss" under this endorsement and this Coverage Form's Physical Damage Coverage

   If Replacement Cost Coverage - Private Passenger Types **CA 04 41** is attached to this policy, the waiver described above does not apply.

8. Paragraph **D. Deductible** is amended by the addition of the following:

   Attached Autos

   If you have a loss to more than one covered "auto" when such covered "autos" are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

   Auto and Other Property Loss

   If you have a covered "loss" to Covered Property under a Commercial Property or Inland Marine Coverage Part under this policy and a covered "loss" to a covered "auto" or more than one covered "autos" that are attached to one another at the time of "loss", then our obligation to pay will be reduced by the single highest applicable deductible.

   Glass Repair – Waiver Of Deductible

   If the Declarations indicates that Comprehensive Coverage applies, no Comprehensive Coverage deductible applies to the cost of repairing damaged glass on the covered "auto(s)".

C. Changes in Business Auto Conditions and Motor Carrier Conditions

1. Paragraph **A.2.a. Duties In The Event Of Accident, Claim, Suit Or Loss** is amended by the addition of the following:

   This duty applies only when the "accident" or "loss" is known to:

   (1) You, if you are an individual,

   (2) A partner, if you are a partnership.

   (3) A member or manager, if you are a limited liability company or

   (4) An executive officer or insurance manager, if you are a corporation.

2. Paragraph **A.5. Transfer of Rights of Recovery Against Others To Us** is amended by the addition of the following:

   This condition does not apply to any person(s) or organization(s) for whom you are required to waive subrogation with respect to the coverage provided under this Coverage Form, but only to the extent that subrogation is waived:

   a. Under a written contact or agreement with such person(s) or organization(s); and

   b. Prior to the "accident" or the "loss."

3. Paragraphs **B.5.b.** in the Business Auto Coverage Form and **B.5.f.** in the Motor Carrier Coverage Form are deleted.

   If symbol 08 or 68 is listed in the Covered Autos section of the Declarations as applying to any Physical Damage Coverages, this item does not apply.

4. Paragraph **B.5** is amended by the addition of the following:

   Employee Hired Autos

   For Hired Auto Physical Damage Coverage, any covered "auto" hired or rented by your "employee" under a contract in an "employee's" name, with your permission, while performing duties related to the conduct of your business is deemed to be a covered "auto" you own.

   If Employee Hired Autos Endorsement **CA 20 54** is attached to this policy, the Employee Hired Autos coverage described above does not apply.

D. Changes in Definitions

1. Paragraph **C.** is replaced by the following:

   C. "Bodily injury" means bodily injury, sickness or disease sustained by a person including mental anguish or death resulting from any of these.

2. The following definition is added:

   "Light or medium truck" means a truck of 20,000 lbs. or less gross vehicle weight.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – CONTRACTOR'S BLANKET (BROAD FORM)

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. WHO IS AN INSURED (Section II) is amended to include as an additional insured any person or organization whom you are required to add as an additional insured on this policy under a written contract or written agreement.

The written contract or written agreement must be:

1. Currently in effect or becoming effective during the term of this policy; and
2. Executed prior to the "bodily injury," "property damage," "personal injury and advertising injury."

B. The insurance provided to the additional insured is limited as follows:

1. That person or organization is only an additional insured with respect to liability arising out of:
   - **a.** Your premises;
   - **b.** "Your work" for that additional insured; or
   - **c.** Acts or omissions of the additional insured in connection with the general supervision of "your work."
2. The Limits of Insurance applicable to the additional insured are those specified in the written contract or written agreement or in the Declarations for this policy, whichever is less. These Limits of Insurance are inclusive and not in addition to the Limits of Insurance shown in the Declarations.
3. Except when required by written contract or written agreement, the coverage provided to the additional insured by this endorsement does not apply to:
   - **a.** "Bodily injury" or "property damage" occurring after:
     - **(1)** All work on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured at the site of the covered operations has been completed; or
     - **(2)** That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as part of the same project.
   - **b.** "Bodily injury" or "property damage" arising out of acts or omissions of the additional insured other than in connection with the general supervision of "your work."
4. The insurance provided to the additional insured does not apply to "bodily injury," "property damage," "personal injury and advertising injury" arising out of an architect's, engineer's, or surveyor's rendering of or failure to render any professional services including;
   - **a.** The preparing, approving, or failing to prepare or approve maps, shop drawings, opinions, reports, surveys, field orders, change orders or drawings and specifications; and
   - **b.** Supervisory, or inspection activities performed as part of any related architectural or engineering activities.

C. As respects the coverage provided under this endorsement, Paragraph **4.b. SECTION IV - COMMERCIAL GENERAL LIABILITY CONDITIONS** is amended with the addition of the following:

4. Other insurance

b. Excess insurance

This insurance is excess over:

Any other valid and collectible insurance available to the additional insured whether primary, excess, contingent or on any other basis unless a written contract specifically requires that this insurance be either primary or primary and noncontributing. Where required by written contract, we will consider any other insurance maintained by the additional insured for injury or damage covered by this endorsement to be excess and noncontributing with this insurance.

When this insurance is excess, as a condition of coverage, the additional insured shall be obligated to tender the defense and indemnity of every claim or suit to all other insurers that may provide coverage to the additional insured, whether on a contingent, excess or primary basis.

COMMERCIAL GENERAL LIABILITY
CG 24 53 12 19

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US (WAIVER OF SUBROGATION) – AUTOMATIC

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
ELECTRONIC DATA LIABILITY COVERAGE PART
LIQUOR LIABILITY COVERAGE PART
POLLUTION LIABILITY COVERAGE PART DESIGNATED SITES
POLLUTION LIABILITY LIMITED COVERAGE PART DESIGNATED SITES
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART
RAILROAD PROTECTIVE LIABILITY COVERAGE PART
UNDERGROUND STORAGE TANK POLICY DESIGNATED TANKS

The following is added to Paragraph **8. Transfer Of Rights Of Recovery Against Others To Us** of **Section IV – Conditions:**

We waive any right of recovery against any person or organization, because of any payment we make under this Coverage Part, to whom the insured has waived its right of recovery in a written contract or agreement. Such waiver by us applies only to the extent that the insured has waived its right of recovery against such person or organization prior to loss.

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WAIVER OF OUR RIGHT TO RECOVER FROM OTHERS ENDORSEMENT

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule. (This agreement applies only to the extent that you perform work under a written contract that requires you to obtain this agreement from us.)

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

Schedule

Any party with whom the insured agrees to waive subrogation in a written contract

This endorsement changes the policy to which it is attached and is effective on the date issued unless otherwise stated.

(The information below is required only when this endorsement is issued subsequent to preparation of the policy.)

Endorsement Effective 02-06-2025
Insured
Kramer Tree Specialists, Inc
Insurance Company
West Bend Insurance Company

Policy No.
A708442

Endorsement No.
Premium Included

Countersigned by _____

WC 00 03 13
(Ed. 4-84)

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REFERENCES

MILL CREEK SSA'S CURBSIDE BRUSH PICK-UP PROGRAM
For
KANE COUNTY BOARD, Geneva, Illinois

List below businesses or other organizations for which you have provided comparable services within the last three years:
Offeror's Name: Kramer Tree Specialists

1. Organization: _____
   Address: See Attached
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____ Date of Project _____
   E-mail Address: _____
2. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____ Date of Project _____
   E-Mail Address: _____
3. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____ Date of Project _____
   E-Mail Address: _____
4. Organization: _____
   Address: _____
   City, State, Zip Code: _____
   Telephone Number: _____
   Contact Person: _____
   Description of Project: _____ Date of Project _____
   E-Mail Address: _____

Kramer Tree Specialists, Inc.
300 Charles Ct.
West Chicago, IL 60185

Brush Program References

City of West Chicago
475 Main Street
West Chicago, IL 60185
2002 - current

Contact: Mr. Jake Whiteaker
Phone: (630) 293-2250

City of Batavia
200 N. Raddant Road
Batavia, IL 60510
2006 - 2023

Contact: Mr. Scott Haines
Phone: (630) 879-1424

Village of Bloomingdale
201 S. Bloomingdale Road
Bloomingdale, IL 60108
2003 - current

Contact: Mr. Jim Johnson
Phone: (630) 529-5865

Bloomingdale Township Highway Dept.
6N030 Rosedale Road
Bloomingdale, IL 60108
2003 - current

Contact: Ms. Linda DiMeo
Phone: (630) 529-5221

City of Geneva
1800 W. South Street
Geneva, IL 60134
2008 - current

Contact: Mr. Rich Babica
Phone: (630) 232-1502

Geneva Township
400 Wheeler Drive
Geneva, IL 60134
2016 - current

Contact: Mr. Mike Abts
Phone: (630)232-3608

Village of Burr Ridge
451 Commerce Street
Burr Ridge, IL 60527
2014 - current

Contact: Mr. Nick Just
Phone: (630) 323-4733

Village of Willowbrook
7760 Quincy Street
Willowbrook, IL 60527
2023 - Current

Contact: Mr. AJ Passero
Phone: (630) 918-5285

County of Kane
PURCHASING DEPARTMENT
KANE COUNTY GOVERNMENT CENTER

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

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

April 4, 2025

PROCUREMENT SYNOPSIS

Requesting Department:	Building Management Department & Mill Creek SSA
Procurement Name:	Curbside Brush Pick-Up
Recommended Vendor:	Kramer Tree Specialist, Inc
Amount of Award:	$60,347.00

NOTIFICATION AND RESPONSE

Public Notices: Bidnet Direct and The Daily Herald

Advertising Date:	March 20, 2025	Notices sent/Plan Holders: 16/16
Proposal Due Date:	April 3, 2025	Proposals Received: 3

PURPOSE

This bid seeks services from qualified and experienced contractors to provide complete curbside brush pick-up within the Mill Creek Special Services Area. This is an all-inclusive service program for a two (2) year term and will have three (3) possible (1) year renewal periods if mutually agreed upon by both parties. The following bids were received:

BID TABULATION

Vendor	**UNIT COST**			**TOTAL COST**	
	SPRING	SUMMER	FALL	1-YEAR	**2-YEAR**
Kramer Tree Specialist, Inc – W. Chicago, IL	$9,983.00	$9,983.00	$9,983.00	$29,949.00	**$60,347.00**
Tree "R" Us, Inc – Wauconda, IL	$10,300.25	$10,300.25	$10,300.25	$30,900.75	$61,801.006
Langton Group - Woodstock, IL	$20,748.00	$13,040.00	$20,748.00	$54,536.00	$109,072.00

Kane County Building Management Department and Mill Creek SSA evaluated all bids per specifications and contract requirements and determined that Kramer Tree Specialist, Inc of W. Chicago, IL is the lowest responsive, responsible vendor to provide the required services at the highest quality and value.

Kane County Building Management Department, with the support of the Purchasing Department, recommends awarding this contract to Kramer Tree Specialist, Inc of W. Chicago, IL pending approval by the Committee and full Kane County Board.

Submitted By:
Tim Keovongsak, CPPB
Director of Purchasing

cc: Building Management
Mill Creek SSA

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-468

AUTHORIZING THE PURCHASE OF TWO VEHICLES FROM MORROW BROTHERS FORD, INC. USING THE STATE OF ILLINOIS CONTRACT FOR THE BUILDING MANAGEMENT DEPARTMENT

WHEREAS, the Kane County Building Management Department is in need of two (2) replacement vehicles for aging fleet vehicles that have been approved for replacement by the Kane County Sheriff's Office and the Kane County Division of Transportation; and

WHEREAS, it is in the best interest of the County for Building Management to replace two (2) aging vehicles to ensure staff are able to respond to building related emergencies, service County assets, and respond to services requests in a timely manner; and

WHEREAS, the purchase of two (2) Ford F150's will be from Morrow Brothers Ford, Inc. of Greenfield, IL based off of the State of Illinois pricing; and

WHEREAS, the cost per vehicle with accompanying options and delivery is Fifty-One Thousand Eight Hundred Ninety-Three Dollars ($51,893) for a total of One Hundred Three Thousand Seven Hundred Eighty-Six Dollars ($103,786).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Building Management Department is authorized to purchase two (2) 2025 Ford F-150's Crew Cab 4x4 with accompanying options and delivery for a not to exceed amount of One Hundred Three Thousand Seven Hundred Eighty-Six Dollars ($103,786) from Morrow Brothers Ford, Inc. located at 1242 Main Street Greenfield, IL 62044 based off of the State of Illinois pricing.

Line Item: 500.800.805.72010, Various
Line Item Description: Capital Funds, Automotive Equipment, Various
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? N/A
Are funds currently available for this Personnel/Item/Service in the specific line item? N/A
If funds are not currently available in the specified line item, where are the funds available? N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing the Purchase of Two Vehicles from Morrow Brothers Ford, Inc. Using the State of Illinois Contract for the Building Management Department

Committee Flow:
Administration Committee, Executive Committee, County Board

Contact:
Kevin Harris, 630-762-2174

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $103,786
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes the replacement of two vehicles for the Building Management Department. The current vehicles have been reviewed and scored by the Kane County Sheriff's Office and the Kane County Transportation Department and both suggest replacement of the existing vehicles. Two Ford F-150's with accompanying options will be purchased from Morrow Brothers based off of the State of Illinois pricing in the amount of $103,786.

MORROW BROTHERS Ford
Greenfield, IL 877-368-3038

WWW.MORROWBROTHERSFORDINC.COM
1242 Main Street • GREENFIELD IL 62044
(217) 368-3037 • Fax (217) 368-3517 • Toll free 1-877-368-3038

March 10, 2025

Brooke Roff
Administration Director
Kane County ITD
[redacted]
RoffBrooke@kanecountyil.gov

We propose the following for your consideration.

2-NEW 2025 FORD F150 Crew Cab 4x4 6' 6" Bed
EcoBoost 400 H.P. Engine
E-Locking Rear Axle
Trailer Tow Package
Trailer Brake Controller
Spray in Bed Liner
New M License and Title
All other standard equipment. Illinois Government Price $51,488.00 Each

Options:

Running Boards Add $420.00 per truck.

Delivery to KCITD Add $225.00 per truck.

Both trucks would need to be factory ordered with an estimated lead time of 12 – 14 weeks from the date of order. Let me know if you have any questions.

Richie Morrow Wellenkamp
Government Sales Manager
Morrow Brothers Ford, Inc.

Customer Acceptance: _____

Date of Acceptance: _____

Please submit this signed quote with your purchase order and a copy of your Illinois Tax Exempt Letter.

Kane County Sheriff's Office

Equipment ID Listing

Equipment	Serv Ind	License	AssetNo	Misc	Fleet	Class
8010	Active	M123570		BUILDING MANAGEMENT	222	
Cost Ctr :		Profit Ctr :				

	Year	Make	Model	Serial#	Current Meter Readings
Chassis:	2012	CHEVY	COLORADO	1GCHTCFEXC8167342	95,317 Miles

Equipment	Serv Ind	License	AssetNo	Misc	Fleet	Class
8012	Active	M29913		BUILDING MANAGEMENT	222	
Cost Ctr :		Profit Ctr :				

	Year	Make	Model	Serial#	Current Meter Readings
Chassis:	2001	DODGE	D350	3B6MF36581M544527	45,380 Miles

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Replacement Guidelines Calculation Sheet

Dept: BUILDING
Vehicle: 8012 2001 D350 3B6MF36581M544527

Factor	Points	Explanation
Age	24	2001 MODEL YEAR
Miles	4	45,380 MILES
Type of service	3	LIGHT CONSTRUCTION
Reliability	2	
M&R Costs	3	NORMAL MAINTENANCE AND REPAIRS
Condition	3	BODY SURFACE RUST DOOR HINGES GETTING WORN UNDER CARIAGE RUST
Total points	39	

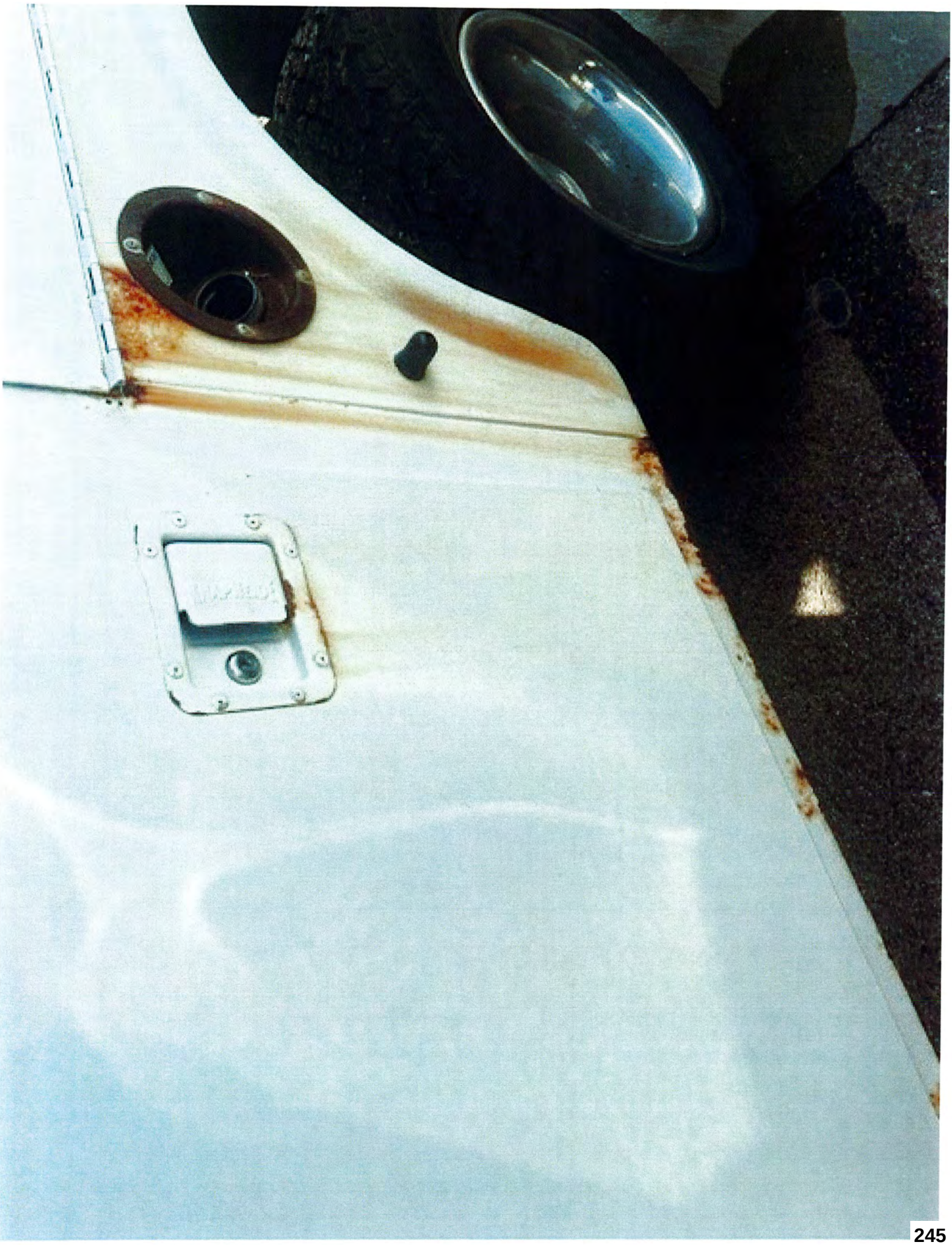
Date evaluated: 1-Apr

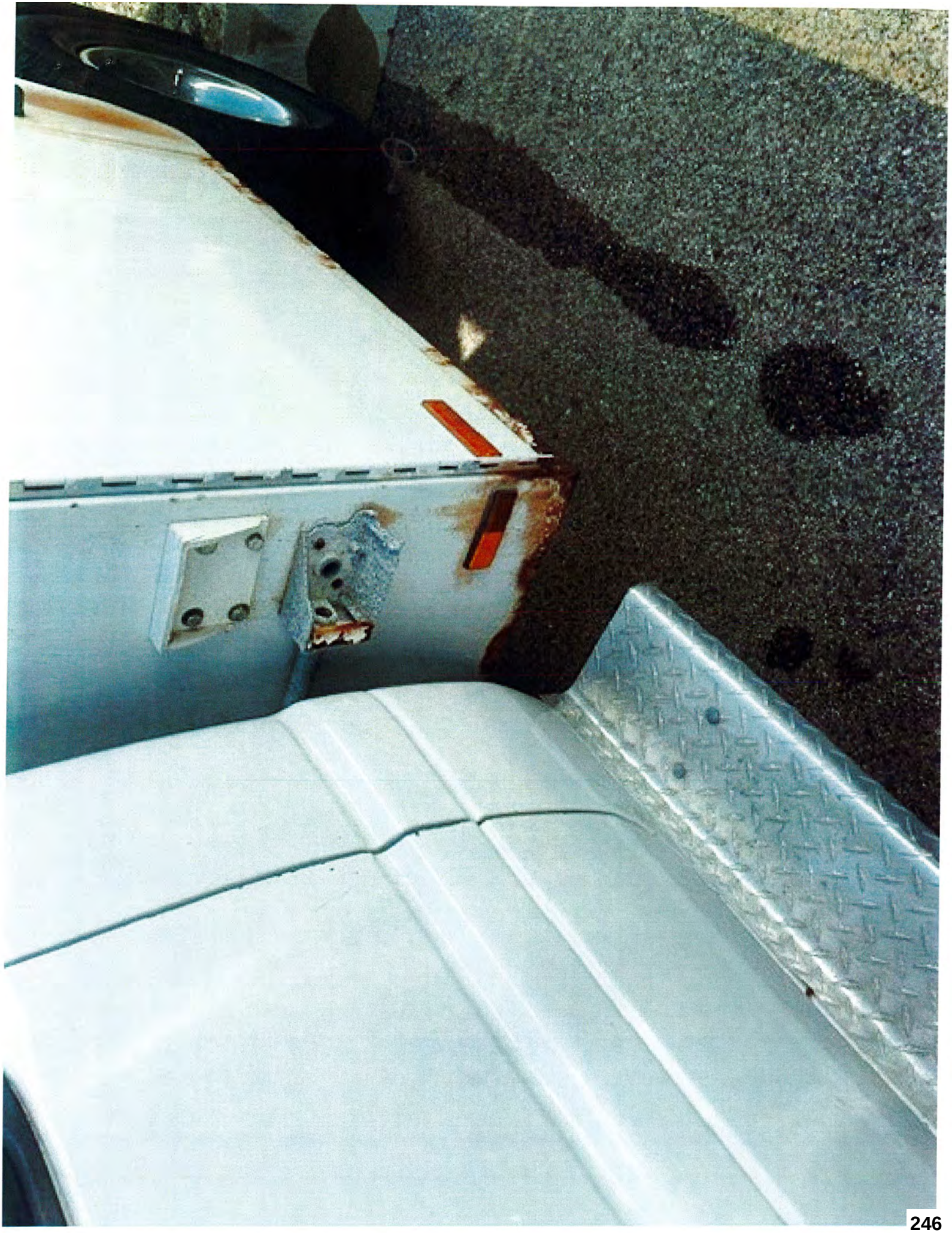
Michael Way

4/1/2025
Maintenance Superintendent KDOT


080-12


COUNTY
KANE COUNTY
M 29 913
KANE COUNTY SHERIFF





REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

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

Point Ranges

Under 18 points	Condition I	Excellent
18 to 22 points	Condition II	Good
23 to 27 points	Condition III	Qualifies for replacement
28 points and above	Condition IV	Needs immediate consideration

Michael Way

4/1/2025
Maintenance Superintendent

Kane County Sheriff's Office

Equipment ID Listing

Equipment	Serv Ind	License	AssetNo	Misc	Fleet	Class
8010	Active	M123570		BUILDING MANAGEMENT	222	
Cost Ctr :		Profit Ctr :				

	Year	Make	Model	Serial#	Current Meter Readings
Chassis:	2012	CHEVY	COLORADO	1GCHTCFEXC8167342	95,317 Miles

Equipment	Serv Ind	License	AssetNo	Misc	Fleet	Class
8012	Active	M29913		BUILDING MANAGEMENT	222	
Cost Ctr :		Profit Ctr :				

	Year	Make	Model	Serial#	Current Meter Readings
Chassis:	2001	DODGE	D350	3B6MF36581M544527	45,380 Miles

Replacement Guidelines Calculation Sheet

Dept: BUILDING

Vehicle: 8010 2012 COLORADO 1GCHTCFEXC8167342

Factor	Points	Explanation
Age	13	2012 MODEL YEAR
Miles	9	95,317 MILES
Type of service	3	LIGHT CONSTRUCTION WORK
Reliability	2	
M&R Costs	3	NORMAL MAINTANENCE AND REPAIRS
Condition	5	FRAME RUSTED THROUGH UNSAFE FOR ROAD
Total points	**35**	

Date evaluated: 1-Apr

Michael Way

4/1/2025

Maintenance Superintendent KDOT





REPLACEMENT GUIDELINES CALCULATION SHEET

Light Vehicle Replacement Guidelines

Factor	Points
Age	One point for each year of chronological age, based on in-service date.
Miles/Hours	One point for each 10,000 miles of use.
Type of Service	1, 3, or 5 points are assigned based on the type of service that vehicle receives. For instance, a police patrol car would be given a 5 because it is in severe duty service. In contrast, an administrative sedan would be given a 1.
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Maintenance and Repair Costs	1 to 5 points are assigned based on total life maintenance and repair costs (not including repair of accident damage). A 5 is assigned to a vehicle with life M&R costs equal or greater to the 50% of vehicle's original purchase price or 100% of the trade-in value of the vehicle, while a 1 is given to a vehicle with life M&R costs equal to 20-percent or less of 50% its original purchase cost or 50% of the vehicle's trade-in value. (attach copies of repair estimates or written summary of required repairs and source(s) of estimates)
Condition	This category takes into consideration body condition, rust, interior condition, accident history, anticipated repairs, etc. A scale of 1 to 5 points is used with 5 being poor condition. (attach photograph)

Point Ranges

Under 18 points	Condition I	Excellent
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Michael Way 4/1/2025

Maintenance Superintendent KDOT

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PROCLAMATION NO. TMP-25-507

2025 PROCLAMATION RECOGNIZING STEVE PITSTICK AS A MASTER FARMER AWARD RECIPIENT

2025 PROCLAMATION RECOGNIZING STEVE PITSTICK AS A MASTER FARMER AWARD RECIPIENT

WHEREAS, the Master Farmer Award was introduced 100 years ago in 1925 by *Prairie Farmer* magazine to honor Illinois farmers who exhibit excellence in agricultural production, strong commitment to family, and exceptional service to their community; and

WHEREAS, farmers, agribusiness leaders, and agricultural extensions specialists throughout the state nominate candidates for this award to recognize Illinois farmers beyond their farming skills; and

WHEREAS, Steve Pitstick of Maple Park was nominated by the Illinois Soybean Association; and

WHEREAS, Mr. Pitstick currently raises corn and soybeans with his son on his Kane County farm, and serves as an advisor to agricultural technology companies; and

WHEREAS, Mr. Pitstick graduated from the Illinois Ag Leadership Program, served as Chair of the Illinois Soybean Association, participated in the Illinois Ag Leadership Foundation and Agriculture Leaders of Tomorrow, served as a Soy Ambassador and Kane County Farmland Protection Commissioner, and has played a key role in developing the Kane County Economic Development Corporation; and

WHEREAS, Pitstick becomes the third Kane County farmer to win the Master Farmer Award (Eldon Gould, 1982 and Mike Kenyon, 2014); and

WHEREAS, Kane County continues to support agriculture as a cornerstone of the economy, culture, heritage, and essential food resource for both local and global communities.

NOW, THEREFORE, BE IT PROCLAIMED that the Kane County Board does hereby recognize Steve Pitstick for his extraordinary contribution to farming, his family, and his community and congratulate him on his 2024 Master Farmer Award.

_____

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

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-517

APPROVING MARCH 2025 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The County Auditor shall file a monthly report of all claims paid in the prior month to the County Chair and all other members of the County Board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, , according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling $6,344,865.58; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and payable.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that payment of the claims totaling Six Million, Three Hundred forty-four Thousand, Eight Hundred and sixty-five Dollars and fifty-eight Cents ($6,344,865.58) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving March 2025 Claims Paid

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

Contact:
Penny Wegman, 630.232.5918

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chair. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

CLAIMS PAID REPORT MARCH 2025 FOR COUNTY BOARD INFORMATION

VENDOR	NATURE OF CLAIM	OFFICE/DEPARTMENT	FUND	DATE PAID	AMOUNT PAID
Kane County Recorder	Intergovt Receivable- State		General Fund	3/7/2025	638.00
McGuireWoods LLP	Contractual/Consulting Services	County Board	General Fund	4/7/2025	10,000.00
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	4/7/2025	73.70
The Tree House, Inc.	Office Supplies	County Board	General Fund	4/7/2025	4,770.58
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	County Board	General Fund	4/7/2025	36.53
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Board	General Fund	4/7/2025	54.87
Lauterbach & Amen, LLP	Contractual/Consulting Services	Finance	General Fund	3/24/2025	17,500.00
atricia A Clark	General Association Dues	Finance	General Fund	4/7/2025	305.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Finance	General Fund	4/7/2025	51.39
ApplianSys, LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/7/2025	2,111.00
ApplianSys, LLC	Contractual/Consulting Services	Information Technologies	General Fund	4/7/2025	1,416.00
ary Erickson	Employee Mileage Expense	Information Technologies	General Fund	4/7/2025	5.74
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	General Fund	4/7/2025	147.69
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	4/7/2025	3.12
Gordon Flesch Company, Inc.	Printing Supplies	Information Technologies	General Fund	4/7/2025	130.21
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	335.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/24/2025	887.90
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	3/24/2025	706.65
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	259.71
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	3,196.62
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	180.57
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	741.10
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	4/7/2025	588.25
Eco Clean Maintenance, Inc.	Janitorial Services	Building Management	General Fund	4/7/2025	13,869.00
Winter Services, LLC	Repairs and Maintenance- Roads	Building Management	General Fund	3/24/2025	40,876.66
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	3,316.13
Chem-Wise Ecological Pest Management, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	564.00
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	2,574.63
Allied Door Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,132.52
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	1,416.86
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	2,648.92
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	7,500.00
Urban Elevator Service, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	33,446.50
Sheaffer & Roland, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	1,050.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	30.95
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	40.49
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	127.06
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	34.67
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	48.05
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	80.44
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	24.82
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	61.01
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	12.99
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	73.45
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	251.29
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	176.84
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	353.68
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	353.68
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	530.52
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	3,394.96
Key Construction Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	955.80

Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	139.99
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	3/24/2025	36.88
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	52.33
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	14.30
Midwest Power Industry, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,997.43
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	530.31
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	415.38
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	139.16
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	964.50
United Refrigeration, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	2,614.27
United Refrigeration, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	267.16
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	-59.49
Gehrke Technology Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	981.00
Gehrke Technology Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,094.00
Gehrke Technology Group, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,589.00
R.J. O'Neil, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,632.50
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	39,317.34
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,239.33
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	47.26
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	5,295.50
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	17.98
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	463.29
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	228.00
Dreisilker Electric Motors Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	667.58
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	351.25
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	58.67
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	50.95
Sunbelt Rentals	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	146.75
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	707.36
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	353.68
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,061.04
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	50.95
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	191.80
F.E. Moran Inc. Mechanical Services	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	114.00
Al Warren Oil Company, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,969.75
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	115.60
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	7.16
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	66.67
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	99.90
DS Services of America, Inc. dba Primo Water NA	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	103.78
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	3,945.82
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	23.95
All American Flag Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	480.00
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	18.69
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	101.90
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	152.85
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	7,069.84
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	2,748.50
Alarm Detection Systems, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	2,386.58
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	1,360.46
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	163.68
1 Source Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	3,543.45
Hartwig Mechanical, LLC	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	6,771.94

Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	710.08
Valley Security Company	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	3,200.00
W.E. Carlson Corporation	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	334.37
Gatza Electric, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4/7/2025	3,164.00
Sunbelt Rentals	Equipment Rental	Building Management	General Fund	4/7/2025	894.50
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	3/24/2025	555.00
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	3/24/2025	1,376.00
Cenveo Worldwide Limited	General Printing	Building Management	General Fund	4/7/2025	1,505.75
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/7/2025	87.51
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/7/2025	203.93
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/7/2025	162.43
City of Geneva	Utilities- Sewer	Building Management	General Fund	4/7/2025	16.08
City of Aurora	Utilities- Water	Building Management	General Fund	4/7/2025	67.30
City of Aurora	Utilities- Water	Building Management	General Fund	4/7/2025	368.80
City of Geneva	Utilities- Water	Building Management	General Fund	4/7/2025	127.54
City of Geneva	Utilities- Water	Building Management	General Fund	4/7/2025	290.23
City of Geneva	Utilities- Water	Building Management	General Fund	4/7/2025	30.28
Grainger Inc	Cleaning Supplies	Building Management	General Fund	4/7/2025	377.28
Grainger Inc	Cleaning Supplies	Building Management	General Fund	4/7/2025	1,318.34
Warehouse Direct, Inc dba Midwest Office Interiors	Cleaning Supplies	Building Management	General Fund	3/24/2025	6,044.81
Grainger Inc	Cleaning Supplies	Building Management	General Fund	4/7/2025	393.66
Warehouse Direct, Inc dba Midwest Office Interiors	Cleaning Supplies	Building Management	General Fund	4/7/2025	3,313.45
Warehouse Direct, Inc dba Midwest Office Interiors	Cleaning Supplies	Building Management	General Fund	4/7/2025	887.12
Red Wing Shoe Store	Uniform Supplies	Building Management	General Fund	4/7/2025	300.00
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	4/7/2025	39,384.02
Nicor Gas	Utilities- Electric	Building Management	General Fund	4/7/2025	396.88
City of Geneva	Utilities- Electric	Building Management	General Fund	4/7/2025	37.50
City of Geneva	Utilities- Electric	Building Management	General Fund	4/7/2025	9,359.40
Batavia Enterprises Real Estate, LLC	Building Lease	Building Management	General Fund	3/10/2025	14,233.10
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	3/24/2025	320.00
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Human Resource Management	General Fund	3/24/2025	58.88
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Human Resource Management	General Fund	3/24/2025	52.27
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Human Resource Management	General Fund	4/7/2025	18.47
Identisys, Inc.	Office Supplies	Human Resource Management	General Fund	4/7/2025	85.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Auditor	General Fund	4/7/2025	25.56
Illinois Association of County Auditors	General Association Dues	County Auditor	General Fund	3/24/2025	700.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	County Auditor	General Fund	4/7/2025	2.99
Toshiba America Business Solutions, Inc	Repairs and Maint- Computers	Treasurer/Collector	General Fund	3/24/2025	5.51
LRD Systems & Forms	Legal Printing	Treasurer/Collector	General Fund	3/24/2025	3,378.58
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Treasurer/Collector	General Fund	3/24/2025	63.77
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Treasurer/Collector	General Fund	4/7/2025	47.90
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	3/24/2025	277.53
LRD Systems & Forms	Legal Printing	Supervisor of Assessments	General Fund	4/7/2025	7,716.31
ark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	3/24/2025	6.80
ark D. Armstrong	Conferences and Meetings	Supervisor of Assessments	General Fund	4/7/2025	215.00
ark D. Armstrong	Employee Training	Supervisor of Assessments	General Fund	3/24/2025	630.00
olly Winter	Employee Training	Supervisor of Assessments	General Fund	4/7/2025	891.40
ICHELLE R ABELL	Employee Training	Supervisor of Assessments	General Fund	4/7/2025	891.40
olly Winter	Employee Training	Supervisor of Assessments	General Fund	4/7/2025	50.00
ennart Finstrom	Employee Training	Supervisor of Assessments	General Fund	4/7/2025	891.40
ark D. Armstrong	Employee Mileage Expense	Supervisor of Assessments	General Fund	3/24/2025	406.00
ICHELLE R ABELL	Employee Mileage Expense	Supervisor of Assessments	General Fund	4/7/2025	31.36
ICHELLE R ABELL	Employee Mileage Expense	Supervisor of Assessments	General Fund	4/7/2025	138.25

olly Winter	Employee Mileage Expense	Supervisor of Assessments	General Fund	4/7/2025	197.40
ennart Finstrom	Employee Mileage Expense	Supervisor of Assessments	General Fund	4/7/2025	148.54
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Supervisor of Assessments	General Fund	3/24/2025	42.40
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Supervisor of Assessments	General Fund	3/24/2025	98.79
Dost Valuation Group, Ltd.	Appraisal Services	Supervisor of Assessments	General Fund	3/24/2025	2,750.00
atthew Nelson	Notary Services	County Clerk	General Fund	3/24/2025	29.00
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	4/7/2025	215.00
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	4/7/2025	215.00
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	4/7/2025	215.00
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	County Clerk	General Fund	3/24/2025	35.88
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	County Clerk	General Fund	4/7/2025	101.22
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	County Clerk	General Fund	4/7/2025	141.97
Warehouse Direct, Inc dba Midwest Office Interiors	Computer Related Supplies	County Clerk	General Fund	3/24/2025	650.22
Tompkins Printing Equipment Co	Election Services	County Clerk	General Fund	3/24/2025	1,345.50
BASE IV, LLC	Election Services	County Clerk	General Fund	3/24/2025	3,250.00
DFM Associates	Software Licensing Cost	County Clerk	General Fund	3/10/2025	11,534.00
Alarm Detection Systems, Inc.	Security Services	County Clerk	General Fund	3/24/2025	630.45
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	3/24/2025	24.58
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	3/24/2025	506.04
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	General Fund	3/24/2025	258.23
Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	3/24/2025	1,119.90
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	3/24/2025	6,749.50
C.H. Robinson Company, Inc.	Equipment Rental	County Clerk	General Fund	3/24/2025	5,574.00
Batavia Instant Print Inc	Legal Printing	County Clerk	General Fund	3/24/2025	2,858.29
Batavia Instant Print Inc	Legal Printing	County Clerk	General Fund	3/24/2025	6,165.14
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	4/7/2025	215.00
Illinois Association of County Officials	Conferences and Meetings	County Clerk	General Fund	4/7/2025	215.00
atthew J. Homer	Employee Mileage Expense	County Clerk	General Fund	4/7/2025	204.40
BASE IV, LLC	Miscellaneous Contractual Exp	County Clerk	General Fund	4/7/2025	2,934.00
ohn F. Harahan	Miscellaneous Contractual Exp	County Clerk	General Fund	4/7/2025	1,620.00
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	3/24/2025	87.98
St Olaf Lutheran Church	Operating Supplies	County Clerk	General Fund	3/24/2025	250.00
Verizon Wireless	Operating Supplies	County Clerk	General Fund	4/7/2025	4,997.34
Menards, Inc.	Operating Supplies	County Clerk	General Fund	4/7/2025	88.40
Inclusion Solutions LLC	Operating Supplies	County Clerk	General Fund	4/7/2025	18,278.66
Menards, Inc.	Operating Supplies	County Clerk	General Fund	4/7/2025	7.92
Menards, Inc.	Operating Supplies	County Clerk	General Fund	4/7/2025	47.99
Team Concept Printing & Thermography Inc	Postage	County Clerk	General Fund	3/24/2025	23,204.75
Team Concept Printing & Thermography Inc	Postage	County Clerk	General Fund	3/24/2025	4,936.49
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	3/24/2025	23,193.54
Hart InterCivic, Inc.	Voting Systems and Accessories	County Clerk	General Fund	3/24/2025	1,040.00
Gordon Flesch Company, Inc.	Repairs and Maint- Copiers	Recorder	General Fund	3/24/2025	2.78
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Recorder	General Fund	4/7/2025	53.88
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/5/2025	2,420.30
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/13/2025	26.13
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/13/2025	1,211.78
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/13/2025	2,327.93
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/19/2025	764.76
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/19/2025	1,333.09
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3/28/2025	3,814.34
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/24/2025	2,742.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/24/2025	238.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	3/24/2025	1,176.00

4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	3/24/2025	165.42
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	1,927.00
Just In Time Coffee LLC	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	48.00
RCB Mailings, LLC dba RCB Enterprises	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	2,850.00
Warehouse Direct, Inc dba Midwest Office Interiors	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	152.78
4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	261.92
4W Eats dba Papa Saverio's	Jurors' Expense	Judiciary and Courts	General Fund	4/7/2025	193.38
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	225.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	148.00
Tabitha Joann Watson	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	116.00
Taylor N. Conley	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	225.00
eanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	300.00
ebra P. Hogan	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	416.00
ennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	825.00
ennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	66.50
ennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	204.00
Nicole M. Breytspraak	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	28.00
Melissa K. Anderko	Per Diem Expense	Judiciary and Courts	General Fund	3/24/2025	300.00
eanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	32.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	88.00
Kobald Reporting, Inc.	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	300.00
Barbara A. Johnston	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	225.00
ana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	104.00
Kobald Reporting, Inc.	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	592.00
aryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	20.00
eanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	48.00
ana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	68.00
Jennifer Campbell	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	352.00
aryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	225.00
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	64.00
Margaret (Peggy) R. Beddard	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	28.00
argaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	52.00
Stacy S. Warpool	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	300.00
Theresa (Terri) Wells	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	44.00
aryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	3.50
eri L. Denson	Per Diem Expense	Judiciary and Courts	General Fund	4/7/2025	80.00
inLingo, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	3,900.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	800.00
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	228.00
Daisy M. Robinson	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	678.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,179.60
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	152.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,958.00
Anthony Bahena	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	3,240.80
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	160.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	1,142.20
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	531.00
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	533.70
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	836.40
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,004.56
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	380.00
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	841.96
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,325.20

Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	1,075.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	160.00
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	564.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	320.20
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	382.70
Ana M. Bubalo	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	1,058.00
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	414.00
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	532.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,179.60
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,738.60
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	152.00
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	564.00
Rafael H. Berrios	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	564.00
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	456.00
Commline, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,743.74
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	228.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	308.40
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	308.40
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	836.40
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	1,107.12
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	3/24/2025	2,373.00
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	228.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	272.20
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	315.40
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,030.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	2,217.60
JRK Development Group, Inc.	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	301.00
Carina Julian	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,142.20
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	836.40
Patricia Rasmussen	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,671.60
Fadia Tamer	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	2,715.00
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	513.88
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	527.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	318.20
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	266.00
Wellspring Interpreting Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	2,289.40
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	160.00
Bakhtavar Press	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	160.00
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	211.30
Tatiana Okunskaya	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	160.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	307.70
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	307.70
Veronica Guemez	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	621.00
Interprenet, LTD	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	315.40
John L. Otoole	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	228.00
Olga Bronovytska	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	320.00
Daniel Velasco	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	553.98
Maricela Ibarra	Contractual/Consulting Services	Judiciary and Courts	General Fund	4/7/2025	1,041.30
achel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	3/24/2025	3,437.95
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	3/24/2025	3,501.50
Jordan Steele & Associates, LLC	Court Appointed Counsel	Judiciary and Courts	General Fund	3/24/2025	270.00
Marielisa Jackson	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	3,434.00

The Law Office of John Randal Kopp, PC	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	3,434.00
ames A. Tabor	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	4,272.25
ames A. Tabor	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	3,434.00
onald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	560.00
onald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	4/7/2025	6,720.00
Document Imaging Services LLC	Judicial Technology Fine Expenses	Judiciary and Courts	General Fund	4/7/2025	274.00
Canon Solutions America Inc	Equipment Rental	Judiciary and Courts	General Fund	3/24/2025	103.64
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	4/7/2025	254.87
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	3/24/2025	490.16
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	4/7/2025	68.35
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	4/7/2025	11.20
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	4/7/2025	12.52
Gordon Flesch Company, Inc.	Equipment Rental	Judiciary and Courts	General Fund	4/7/2025	18.44
Karen M. Zajicek	Employee Mileage Expense	Judiciary and Courts	General Fund	3/24/2025	20.16
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/24/2025	731.25
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	3/24/2025	731.25
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	10.98
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	32.93
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	175.62
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	37.92
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	7.98
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	12.97
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	11.96
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	663.75
Peloton Workforce, Inc.	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	4/7/2025	731.25
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	3/24/2025	20.65
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	3/24/2025	71.82
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	3/24/2025	15.70
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	3/24/2025	18.15
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	4/7/2025	8.64
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	4/7/2025	41.30
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	4/7/2025	159.60
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Judiciary and Courts	General Fund	4/7/2025	50.80
Marberry Cleaners & Launderers	Uniform Supplies	Judiciary and Courts	General Fund	3/24/2025	142.80
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Circuit Clerk	General Fund	4/7/2025	95.80
E. Dianne Anderson	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	17.50
Carleen J. Bain	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	224.00
Jennifer Volintine	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	22.40
Avani P. Vyas	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	36.75
Colby Whitman	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	52.50
Margaret Wlodek	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	45.50
Jennifer Zuttermeister	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	56.00
Jason M. Crowley	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	21.70
Colleen Cruz	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	14.70
anet Davis	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	22.40
Michele Bruens	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	59.50
Jessica Joerger	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	14.70
Jennifer Lauren Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	31.50
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	18.90
Lauren Kopf	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	14.00
Michael John Kovach	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	35.70
Brianna Orton	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	63.00
Su H. Shanahan	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	17.50

Sonal M. Sikligar	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	42.00
Micah Simmons	Employee Mileage Expense	Circuit Clerk	General Fund	4/7/2025	16.80
Brianna Orton	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	50.40
Christina Potter	Employee Mileage Expense	Circuit Clerk	General Fund	4/7/2025	100.80
enny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	43.05
elly A. Lisner	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	193.20
Megan Johnson	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	15.40
eather J. Cameron	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	14.00
Theodore James Farrell	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	158.90
Rachel Gentile	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	45.50
Gwendolyn G. Grist	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	9.80
oanne M. Hassler	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	4.90
Marissa Brown	Employee Mileage Expense	Circuit Clerk	General Fund	3/24/2025	18.20
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Circuit Clerk	General Fund	4/7/2025	498.70
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/7/2025	349.19
Image-Pro Services & Supplies Inc	Office Supplies	Circuit Clerk	General Fund	4/7/2025	218.27
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	3/24/2025	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	3/24/2025	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/7/2025	60.00
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	4/7/2025	60.00
American Stamp & Marking Products, Inc.	Office Supplies	Circuit Clerk	General Fund	4/7/2025	415.12
Pitney Bowes, Inc.	Repairs and Maint- Equipment	Circuit Clerk	General Fund	4/7/2025	231.20
inLingo, LLC	Contractual/Consulting Services	State's Attorney	General Fund	3/24/2025	300.00
[redacted]		State's Attorney	General Fund	4/7/2025	97.63
[redacted]		State's Attorney	General Fund	3/24/2025	15.00
aryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	3/24/2025	28.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	General Fund	3/24/2025	4.00
Barbara A. Johnston	Court Reporter Costs	State's Attorney	General Fund	3/24/2025	600.00
eanine Fassnacht	Court Reporter Costs	State's Attorney	General Fund	3/24/2025	888.00
ennifer L. Joyce	Court Reporter Costs	State's Attorney	General Fund	3/24/2025	259.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	648.00
eanine Fassnacht	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	76.00
Jennifer Campbell	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	160.00
Jennifer Campbell	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	988.00
Melissa K. Anderko	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	116.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	60.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	General Fund	4/7/2025	11.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	3/24/2025	375.45
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	4/7/2025	12.57
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	3/24/2025	1,210.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	4/7/2025	68.29
Suburban Tire Company	Repairs and Maint- Vehicles	State's Attorney	General Fund	4/7/2025	785.72
Kyler Wulff	Employee Mileage Expense	State's Attorney	General Fund	4/7/2025	1.82
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	State's Attorney	General Fund	3/24/2025	148.82
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	State's Attorney	General Fund	3/24/2025	221.97
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	State's Attorney	General Fund	3/24/2025	109.55
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	State's Attorney	General Fund	4/7/2025	481.80
The Tree House, Inc.	Office Supplies	State's Attorney	General Fund	4/7/2025	2,294.80
Groot Recycling dba Accurate Document Destruction	Operating Supplies	State's Attorney	General Fund	3/24/2025	360.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3/24/2025	5,200.65
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3/24/2025	2,834.97
SUMURI, LLC	Computer Software- Non Capital	State's Attorney	General Fund	4/7/2025	450.00
National Business Furniture, LLC	Office Furniture - Non-Capital	State's Attorney	General Fund	4/7/2025	970.36

National Business Furniture, LLC	Office Furniture - Non-Capital	State's Attorney	General Fund	4/7/2025	313.92
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	State's Attorney	General Fund	4/7/2025	2.99
Ray O'Herron Co., Inc.	Operating Supplies	State's Attorney	General Fund	3/24/2025	1,464.98
[redacted]		Public Defender	General Fund	3/24/2025	72.00
[redacted]		Public Defender	General Fund	4/7/2025	148.00
[redacted]		Public Defender	General Fund	4/7/2025	424.00
[redacted]		Public Defender	General Fund	4/7/2025	32.00
[redacted]		Public Defender	General Fund	4/7/2025	284.00
[redacted]		Public Defender	General Fund	4/7/2025	48.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Public Defender	General Fund	3/24/2025	33.22
Suzanne Fonck	Employee Mileage Expense	Public Defender	General Fund	4/7/2025	162.47
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	4/7/2025	98.81
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Public Defender	General Fund	4/7/2025	15.48
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	3/24/2025	5,023.09
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	3/24/2025	265.20
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	4/7/2025	925.73
Alexandra A. Tsang, Psy. D	Contractual/Consulting Services	Sheriff	General Fund	4/7/2025	2,500.00
Motorola Solutions Inc	Contractual/Consulting Services	Sheriff	General Fund	3/24/2025	10,684.00
Enhanced Administration Consulting, LLC	Contractual/Consulting Services	Sheriff	General Fund	4/7/2025	1,725.00
Russell Solutions, LLC	Contractual/Consulting Services	Sheriff	General Fund	4/7/2025	10,000.00
Midwest Occupational Health Mgmt Svcs Inc	Medical/Dental/Hospital Services	Sheriff	General Fund	4/7/2025	190.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	4/7/2025	136.00
Kane County Sheriff - Petty Cash	Extradition Costs	Sheriff	General Fund	4/7/2025	136.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Sheriff	General Fund	3/24/2025	416.85
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	3/24/2025	297.62
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	4/7/2025	108.00
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	122.76
Havlicek Geneva Ace Hardware, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	17.88
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	6.98
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	75.29
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	719.09
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	130.70
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	577.33
Ultra Strobe Communications, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	7,257.35
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	649.75
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	954.81
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	75.29
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	974.82
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	278.34
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	84.46
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	67.98
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	44.26
Battery Service Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	3/24/2025	2,398.00
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	-70.38
Liberty Tire Recycling Holdco, LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	313.55
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	19.46
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	75.29
Duke & Lee's Johnsons Garage and Towing, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	261.40
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	190.36
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	680.04
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	64.86
Elburn NAPA, Inc. dba North Aurora NAPA	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	159.98
Pomp's Tire Service, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	2,796.96

Pomp's Tire Service, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	4,821.54
Via Carlita, LLC dba Hawk Ford St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	134.88
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	4/7/2025	77.17
Police Law Institute	Employee Training	Sheriff	General Fund	3/24/2025	1,305.00
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	4/7/2025	175.00
Kane County Sheriff - Petty Cash	Office Supplies	Sheriff	General Fund	4/7/2025	12.50
Fox Valley Park District	Operating Supplies	Sheriff	General Fund	3/24/2025	500.00
Insight Public Sector Inc	Operating Supplies	Sheriff	General Fund	4/7/2025	145.41
Magnet Forensics, LLC	Operating Supplies	Sheriff	General Fund	4/7/2025	34,835.00
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	3/24/2025	99.25
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	3/24/2025	60.18
Ray O'Herron Co., Inc.	Weapons and Ammunition	Sheriff	General Fund	4/7/2025	13,665.60
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	3/24/2025	4,709.80
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/7/2025	520.73
Al Warren Oil Company, Inc.	Fuel- Vehicles	Sheriff	General Fund	4/7/2025	4,863.59
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	3/24/2025	25,000.00
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	4/7/2025	346,218.17
Wellpath, LLC	Medical/Dental/Hospital Services	Sheriff	General Fund	4/7/2025	7,137.29
Groot Recycling dba Accurate Document Destruction	Disposal and Water Softener Srvs	Sheriff	General Fund	3/24/2025	300.00
Insight Public Sector Inc	Repairs and Maint- Comm Equip	Sheriff	General Fund	4/7/2025	1,095.00
LAN Marketing LTD dba LAN Office Furnishings	Repairs and Maint- Equipment	Sheriff	General Fund	4/7/2025	22,031.48
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	4/7/2025	125.00
Plastic Card Solutions, Inc.	Office Supplies	Sheriff	General Fund	3/24/2025	3,792.00
OnTime Telecom, Inc. dba DialMyCalls	Operating Supplies	Sheriff	General Fund	3/24/2025	127.55
Warehouse Direct, Inc dba Midwest Office Interiors	Operating Supplies	Sheriff	General Fund	3/24/2025	284.75
Warehouse Direct, Inc dba Midwest Office Interiors	Operating Supplies	Sheriff	General Fund	4/7/2025	284.75
Valdes LLC	Operating Supplies	Sheriff	General Fund	3/24/2025	999.25
Lighthouse Recovery, Inc.	Operating Supplies	Sheriff	General Fund	3/24/2025	77,500.00
Serenity House Counseling Services, Inc.	Operating Supplies	Sheriff	General Fund	4/7/2025	680.00
Corey Dixon	Operating Supplies	Sheriff	General Fund	4/7/2025	130.00
Warehouse Direct, Inc dba Midwest Office Interiors	Operating Supplies	Sheriff	General Fund	4/7/2025	284.75
Warehouse Direct, Inc dba Midwest Office Interiors	Operating Supplies	Sheriff	General Fund	4/7/2025	284.75
Valdes LLC	Operating Supplies	Sheriff	General Fund	4/7/2025	999.25
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	3/24/2025	61.58
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	3/24/2025	236.89
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	3/24/2025	111.01
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	3/24/2025	66.22
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/7/2025	61.58
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/7/2025	61.58
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	4/7/2025	19.95
Cintas Corporation	Uniform Supplies	Sheriff	General Fund	4/7/2025	61.58
Aramark Services, Inc.	Food	Sheriff	General Fund	3/24/2025	14,996.22
Aramark Services, Inc.	Food	Sheriff	General Fund	3/24/2025	93.42
Porfirio Roman Ramirez	Food	Sheriff	General Fund	3/24/2025	3,600.00
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	3/24/2025	20.39
Kane County Sheriff - Petty Cash	Food	Sheriff	General Fund	3/24/2025	25.99
County of Kendall	Food	Sheriff	General Fund	3/24/2025	3,666.00
Axon Enterprise, Inc.	Food	Sheriff	General Fund	3/24/2025	188,700.46
Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	114.12
Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	14,724.07
DeKalb County Government	Food	Sheriff	General Fund	3/24/2025	2,100.00
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/7/2025	256.25
DS Services of America, Inc. dba Primo Water NA	Food	Sheriff	General Fund	4/7/2025	27.94

Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	117.72
Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	14,637.69
Porfirio Roman Ramirez	Food	Sheriff	General Fund	4/7/2025	3,600.00
Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	15,465.32
Aramark Services, Inc.	Food	Sheriff	General Fund	4/7/2025	93.42
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	4/7/2025	156.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	4/7/2025	40.00
Police Law Institute	Employee Training	Sheriff	General Fund	3/24/2025	600.00
Kane County Sheriff - Petty Cash	Employee Training	Sheriff	General Fund	4/7/2025	19.00
Manuel E. Olalde	Employee Mileage Expense	Merit Commission	General Fund	3/24/2025	289.80
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	4/7/2025	72.74
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Court Services	General Fund	3/24/2025	43.20
Eco Clean Maintenance, Inc.	Janitorial Services	Court Services	General Fund	4/7/2025	1,112.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	4/7/2025	112.48
Motorola Solutions Inc	Repairs and Maint- Comm Equip	Court Services	General Fund	3/24/2025	356.00
Lagrove, LLC	Building Space Rental	Court Services	General Fund	3/10/2025	2,891.92
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	3/24/2025	789.96
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	4/7/2025	719.96
SC Auto Inc DBA Midas Auto Service	Repairs and Maint- Vehicles	Court Services	General Fund	4/7/2025	35.00
Tamara Williams	Employee Mileage Expense	Court Services	General Fund	3/24/2025	28.14
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/7/2025	32.93
Midwest Awards Corporation	Operating Supplies	Court Services	General Fund	4/7/2025	154.50
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	3/24/2025	199.05
Julissa Gonzalez	Conferences and Meetings	Court Services	General Fund	4/7/2025	30.36
Julissa Gonzalez	Incentives	Court Services	General Fund	3/24/2025	46.91
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	4/7/2025	200.54
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Court Services	General Fund	4/7/2025	8.63
Lagrove, LLC	Building Space Rental	Court Services	General Fund	3/10/2025	2,891.91
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/7/2025	32.93
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/7/2025	94.81
Midwest Awards Corporation	Operating Supplies	Court Services	General Fund	4/7/2025	30.90
Family Service Association of Greater Elgin Area	Contractual/Consulting Services	Court Services	General Fund	4/7/2025	1,400.00
Advanced Correctional Healthcare, Inc.	Medical/Dental/Hospital Services	Court Services	General Fund	3/24/2025	38,951.74
Garcia Clinical Laboratory, Inc.	Lab Services	Court Services	General Fund	3/24/2025	191.00
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	3/24/2025	5,334.73
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	4/7/2025	553.38
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Court Services	General Fund	4/7/2025	22.17
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Court Services	General Fund	4/7/2025	221.54
Swank Motion Pictures, Inc.	Miscellaneous Contractual Exp	Court Services	General Fund	4/7/2025	508.25
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	3/24/2025	110.95
Bob Barker Company Inc	Operating Supplies	Court Services	General Fund	4/7/2025	460.36
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/7/2025	346.31
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	4/7/2025	178.95
Aramark Services, Inc.	Food	Court Services	General Fund	3/24/2025	1,646.40
Sysco Food Services Chicago	Food	Court Services	General Fund	3/24/2025	1,408.69
Sysco Food Services Chicago	Food	Court Services	General Fund	3/24/2025	120.18
Sysco Food Services Chicago	Food	Court Services	General Fund	4/7/2025	1,218.98
Aramark Services, Inc.	Food	Court Services	General Fund	4/7/2025	1,585.50
Sysco Food Services Chicago	Food	Court Services	General Fund	4/7/2025	783.92
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	3/24/2025	558.60
Aramark Services, Inc.	National School Lunch Program	Court Services	General Fund	4/7/2025	619.50
Bob Barker Company Inc	Clothing Supplies	Court Services	General Fund	4/7/2025	570.22
McKesson Medical Surgical	Medical Supplies and Drugs	Court Services	General Fund	4/7/2025	206.76

itra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	3/24/2025	20,400.00
itra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	4/7/2025	22,100.00
Marta A. Helenowski	Autopsies/Consulting	Coroner	General Fund	4/7/2025	6,000.00
Central DuPage Hospital Association DBA HealthLab	Toxicology Expense	Coroner	General Fund	4/7/2025	261.50
Menards, Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	3/24/2025	33.74
Menards, Inc.	Repairs and Maint- Vehicles	Emergency Management Services	General Fund	4/7/2025	40.71
Nicole Sprague	Employee Training	Emergency Management Services	General Fund	4/7/2025	572.94
Quill Corporation	Office Supplies	Emergency Management Services	General Fund	4/7/2025	52.16
Quill Corporation	Office Supplies	Emergency Management Services	General Fund	4/7/2025	13.74
odie Wollnik	Conferences and Meetings	Environmental Management	General Fund	3/24/2025	31.00
Garcia	Building and Inspection Permits	Development	General Fund	3/24/2025	250.00
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	4/7/2025	1,232.00
Impact Networking, LLC	Repairs and Maint- Copiers	Development	General Fund	4/7/2025	76.76
Burt Natkins	Employee Mileage Expense	Development	General Fund	4/7/2025	35.00
Illinois Assn of County Zoning Officials (IACZO)	General Association Dues	Development	General Fund	4/7/2025	100.00
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Development	General Fund	3/24/2025	507.55
CADD Microsystems, Inc.	Computer Software- Non Capital	Development	General Fund	4/7/2025	910.00
The Pitney Bowes Bank Inc dba The Pitney Bowes Res	Postage	Other- Countywide Expenses	General Fund	3/28/2025	200,000.00
Contractsafe, LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/24/2025	5,300.00
Hodges-Mace LLC	Software Licensing Cost	Other- Countywide Expenses	General Fund	3/24/2025	8,722.44
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	4,844.22
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	309.25
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	407.61
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	12,271.69
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	1,291.54
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	3,042.40
AT&T	Telephone	Other- Countywide Expenses	General Fund	4/7/2025	137.61
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	4/7/2025	42,089.38
hristopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	3/24/2025	89.95
Stephen Dolewski	Internet	Other- Countywide Expenses	General Fund	3/24/2025	99.99
Brooke Roff	Internet	Other- Countywide Expenses	General Fund	3/24/2025	95.00
Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	3/24/2025	89.99
lair Peters	Internet	Other- Countywide Expenses	General Fund	3/24/2025	85.00
Steven Shackleton	Internet	Other- Countywide Expenses	General Fund	3/24/2025	95.00
Corey Malis	Internet	Other- Countywide Expenses	General Fund	3/24/2025	109.00
indsey Brusky	Internet	Other- Countywide Expenses	General Fund	4/7/2025	156.00
obert M. Shive	Internet	Other- Countywide Expenses	General Fund	4/7/2025	90.00
obert Enright	Internet	Other- Countywide Expenses	General Fund	4/7/2025	69.00
ary Erickson	Internet	Other- Countywide Expenses	General Fund	4/7/2025	89.99
ric C Gwillim	Internet	Other- Countywide Expenses	General Fund	4/7/2025	285.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	3/24/2025	20.00
Midwest Fence Company, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/24/2025	5,250.00
Midwest Fence Company, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3/24/2025	5,750.00
Physicians Immediate Care Chicago, PLLC	Liability Insurance	Human Resource Management	Insurance Liability	3/24/2025	126.00
Physicians Immediate Care Chicago, PLLC	Liability Insurance	Human Resource Management	Insurance Liability	3/24/2025	126.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	20.00
West Bend Mutual Insurance Company	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	20.00
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	1,921.25
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	4/7/2025	5,819.02
Matthew J. Goncher	Workers Compensation	Human Resource Management	Insurance Liability	3/24/2025	978.10
Franco & Moroney LLC dba Franco Moroney Buenik LLC	Legal Services	State's Attorney	Insurance Liability	4/7/2025	4,104.50

Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	4/7/2025	4,000.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	3/24/2025	300.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	3/24/2025	150.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	4/7/2025	120.00
Chronicle Media, LLC	Legal Trial Notices	State's Attorney	Insurance Liability	4/7/2025	330.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	3/24/2025	242.00
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	4/7/2025	60.06
Kucera International, Inc.	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	4/7/2025	47,400.00
Environmental Systems Research Institute, Inc.	Repairs and Maint- Computers	Information Technologies	Geographic Information Systems	4/7/2025	280,000.00
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Information Technologies	Geographic Information Systems	4/7/2025	17.96
Stephanie T Galley	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	3/24/2025	1,392.00
oshua C. Beck	Employee Training	County Board	Grand Victoria Casino Elgin	3/24/2025	124.00
TriCity Family Services	External Grants	County Board	Grand Victoria Casino Elgin	3/24/2025	13,980.00
Preservation Partners of Fox Valley	External Grants	County Board	Grand Victoria Casino Elgin	4/7/2025	10,508.25
Dundee Township Historical Society	External Grants	County Board	Grand Victoria Casino Elgin	4/7/2025	6,160.00
Boys & Girls Club of North Central Illinois, Inc.	External Grants	County Board	Grand Victoria Casino Elgin	4/7/2025	16,952.18
Metronet Systems Holdings, LLC dba Metro Fibernet	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	4/7/2025	700.00
Metronet Systems Holdings, LLC dba Metro Fibernet	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	4/7/2025	700.00
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	4/7/2025	12,000.00
Veoci, Inc.	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	3/24/2025	19,725.00
City of West Chicago	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	3/24/2025	2,023.20
Defin.Net Solutions, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	4/7/2025	13,000.00
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Judicial Technology Sales Tax	3/10/2025	151,548.60
Axon Enterprise, Inc.	Equipment Lease	Sheriff	Sheriff's Vehicle & Equipment	3/24/2025	204,663.00
Carahsoft Technology Corporation	Automotive Equipment	Sheriff	Sheriff's Vehicle & Equipment	4/7/2025	26,763.01
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	County Clerk	Vital Records Automation	3/24/2025	87.25
Imprint Enterprises, Inc.	Computer Related Supplies	Recorder	Recorder's Automation	4/7/2025	430.85
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	4/7/2025	10,939.96
Formax, LLC	Repairs and Maint- Equipment	Circuit Clerk	Court Automation	4/7/2025	2,159.00
eb Chan	Employee Mileage Expense	Circuit Clerk	Court Automation	3/24/2025	16.80
Groot Recycling dba Accurate Document Destruction	Destruction of Records Services	Circuit Clerk	Court Document Storage	3/24/2025	345.80
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/7/2025	19.51
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/7/2025	12.96
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	4/7/2025	196.90
Warehouse Direct, Inc dba Midwest Office Interiors	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	4/7/2025	36.15
eanine Fassnacht	Court Reporter Costs	State's Attorney	Drug Prosecution	3/24/2025	60.00
Stacy S. Warpool	Court Reporter Costs	State's Attorney	Drug Prosecution	4/7/2025	52.00
Jennifer Campbell	Court Reporter Costs	State's Attorney	Drug Prosecution	4/7/2025	28.00
Margaret (Peggy) R. Beddard	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/7/2025	57.00
Jennifer Campbell	Court Reporter Costs	State's Attorney	Child Advocacy Center	4/7/2025	64.00
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	3/24/2025	484.00
Kathryn Fischer	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	46.20
Yeraldi Morales	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	32.62
Kasandra Osorio	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	50.40
Kallie Sakamoto	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	148.26
Leslie Zarate	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	28.14
Cali Stephenson	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	49.00
Morgan Wilkinson	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	30.24
Beth Mullarkey	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	143.64
Silvia Cruz	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	23.38
ulie Pohlman	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	65.38
Flor E. Rodriguez	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	22.40
ori Schmidt	Conferences and Meetings	State's Attorney	Child Advocacy Center	4/7/2025	28.70

Kathryn Fischer	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Yeraldi Morales	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Kasandra Osorio	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Leslie Zarate	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Silvia Cruz	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Cali Stephenson	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Morgan Wilkinson	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
ulie Pohlman	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Flor E. Rodriguez	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
ori Schmidt	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	76.00
Children's Advocacy Centers of Illinois	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	100.00
Children's Advocacy Centers of Illinois	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	100.00
Children's Advocacy Centers of Illinois	Employee Training	State's Attorney	Child Advocacy Center	4/7/2025	100.00
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	Child Advocacy Center	3/24/2025	129.26
Verizon Wireless	Operating Supplies	Public Defender	Public Defender Special Fund	4/7/2025	965.75
LAN Marketing LTD dba LAN Office Furnishings	Office Equipment - Non Capital	Public Defender	Public Defender Special Fund	4/7/2025	4,818.66
alle Eichert	Employee Mileage Expense	Law Library	Law Library	4/7/2025	105.00
llen Fultz-Schmid	Employee Mileage Expense	Law Library	Law Library	4/7/2025	9.80
Sophie Rexrode	Employee Mileage Expense	Law Library	Law Library	4/7/2025	74.90
Izabella M. Cyran	Employee Mileage Expense	Law Library	Law Library	4/7/2025	8.40
Today's Business Solutions (TBS)	Computer Related Supplies	Law Library	Law Library	3/24/2025	403.80
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	3/24/2025	4,341.50
Richard E. Flamm dba Banks & Jordan Law Pub. Co.	Books and Subscriptions	Law Library	Law Library	4/7/2025	114.60
James Publishing, Inc.	Books and Subscriptions	Law Library	Law Library	4/7/2025	175.00
Practising Law Institute	Books and Subscriptions	Law Library	Law Library	4/7/2025	228.50
Matthew Bender & Co. dba LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	4/7/2025	265.10
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	3/24/2025	5,746.00
Illinois State Bar Association	Books and Subscriptions	Law Library	Law Library	3/24/2025	76.35
Illinois Institute for Continuing Legal Ed (IICLE)	Books and Subscriptions	Law Library	Law Library	4/7/2025	71.25
DS Services of America, Inc. dba Primo Water NA	Food	Law Library	Law Library	4/7/2025	2.99
RMT Solutions	Operating Supplies	Sheriff	Cannabis Regulation - Local	3/24/2025	4,000.00
Motorola Solutions Inc	Contractual/Consulting Services	Kane Comm	Kane Comm	3/24/2025	1,400.00
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	3/24/2025	34.16
Sarah Stoffa	Employee Mileage Expense	Kane Comm	Kane Comm	3/24/2025	32.06
ichelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	3/24/2025	35.00
Christopher McMeen	Employee Mileage Expense	Kane Comm	Kane Comm	4/7/2025	14.70
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	65.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	65.00
Mutual Ground, Inc.	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	65.00
Associates in Behavioral Health Care ABC - DUI	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	500.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	75.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	75.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00

Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	75.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	120.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	75.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	180.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	60.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	240.00
Family Counseling Services of Aurora	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	60.00
Nickerson & Associates P C	Psychological/Psychiatric Srvs	Court Services	Probation Services	3/24/2025	21,840.00
mily Saylor	Employee Training	Court Services	Probation Services	4/7/2025	445.05
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	3/24/2025	1,670.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	3/24/2025	300.00
Lighthouse Recovery, Inc.	Psychological/Psychiatric Srvs	Court Services	DUI Court	3/24/2025	300.00
All Rise for Justice	Conferences and Meetings	Court Services	DUI Court	3/24/2025	7,160.00
Magali Correa Garcia	Employee Mileage Expense	Court Services	DUI Court	3/24/2025	56.25
Twin Pines Service Corporation, Inc.	Direct Cremation	Coroner	Coroner Administration	3/24/2025	600.00
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	Coroner Administration	3/24/2025	337.92
DS Services of America, Inc. dba Primo Water NA	Miscellaneous Contractual Exp	Coroner	Coroner Administration	4/7/2025	67.12
Southland Medical, LLC	Operating Supplies	Coroner	Coroner Administration	4/7/2025	71.81
Source Medical Products, Inc.	Operating Supplies	Coroner	Coroner Administration	4/7/2025	441.94
Marlin Leasing Corporation dba PEAC Solutions	Operating Supplies	Coroner	Coroner Administration	4/7/2025	498.00
HLP, Inc.	Software Licensing Cost	Animal Control	Animal Control	4/7/2025	6,562.53
Suburban Tire Company	Repairs and Maint- Vehicles	Animal Control	Animal Control	3/24/2025	126.09
Suburban Tire Company	Repairs and Maint- Vehicles	Animal Control	Animal Control	3/24/2025	151.08
Rita Franco	Employee Mileage Expense	Animal Control	Animal Control	3/24/2025	33.60
City of Geneva	Utilities- Water	Animal Control	Animal Control	3/24/2025	345.86
Midwest Veterinary Supply, Inc.	Animal Care Supplies	Animal Control	Animal Control	4/7/2025	223.06
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	3/24/2025	2,588.27
Midwest Veterinary Supply, Inc.	Medical Supplies and Drugs	Animal Control	Animal Control	4/7/2025	32.30
WCP Financials, LLC	Utilities- Electric	Animal Control	Animal Control	3/24/2025	106.98
City of Geneva	Utilities- Electric	Animal Control	Animal Control	3/24/2025	523.98
Hampshire Township	Township Payable- Hampshire		County Highway	4/7/2025	120.00
Rutland Township-Road District	Township Payable- Rutland		County Highway	4/7/2025	600.00
Burlington Township	Township Payable- Burlington		County Highway	4/7/2025	388.00
Plato Township	Township Payable- Plato		County Highway	4/7/2025	256.00
Elgin Township Road District	Township Payable- Elgin		County Highway	4/7/2025	840.00
Virgil Township	Township Payable- Virgil		County Highway	4/7/2025	108.00
Campton Township	Township Payable- Campton		County Highway	4/7/2025	108.00
St. Charles Township	Township Payable- St. Charles		County Highway	4/7/2025	520.00
Kaneville Township	Township Payable- Kaneville		County Highway	4/7/2025	828.00
Blackberry Township / Road District	Township Payable- Blackberry		County Highway	4/7/2025	828.00
Big Rock Township Road District	Township Payable- Big Rock		County Highway	4/7/2025	148.00
Aurora Township	Township Payable- Aurora		County Highway	4/7/2025	188.00
Hampton Lenzini & Renwick, Inc.	Engineering Services	Transportation	County Highway	3/24/2025	1,920.00
NV5 Geospatial, Inc.	Contractual/Consulting Services	Transportation	County Highway	4/7/2025	2,537.50
Patrick Jaeger	Legal Services	Transportation	County Highway	3/24/2025	4,000.00
Culligan Tri City Soft Water	Disposal and Water Softener Srvs	Transportation	County Highway	4/7/2025	91.50

Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	3/24/2025	507.00
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	4/7/2025	32.48
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	4/7/2025	481.65
Eco Clean Maintenance, Inc.	Janitorial Services	Transportation	County Highway	4/7/2025	3,006.00
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	4/7/2025	35.20
Petroleum Technologies Equipment, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	4/7/2025	630.25
Gretchen Hannah Klock	Conferences and Meetings	Transportation	County Highway	3/24/2025	15.86
Illinois Association of County Engineers (IACE)	Conferences and Meetings	Transportation	County Highway	3/24/2025	1,500.00
homas B. Rickert	Conferences and Meetings	Transportation	County Highway	4/7/2025	2,229.63
Heidi Lichtenberger	Conferences and Meetings	Transportation	County Highway	4/7/2025	77.03
Gretchen Hannah Klock	Employee Mileage Expense	Transportation	County Highway	3/24/2025	21.00
homas B. Rickert	Employee Mileage Expense	Transportation	County Highway	4/7/2025	173.46
Candance Thomas	Employee Mileage Expense	Transportation	County Highway	4/7/2025	285.60
The Tree House, Inc.	Office Supplies	Transportation	County Highway	4/7/2025	403.50
General Medical Devices Inc(dba AED Professionals)	Operating Supplies	Transportation	County Highway	4/7/2025	110.00
Dell Marketing LP	Computer Hardware- Non Capital	Transportation	County Highway	4/7/2025	2,505.12
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	4/7/2025	60.51
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	4/7/2025	224.52
McMaster-Carr Supply Co.	Buildings and Grounds Supplies	Transportation	County Highway	4/7/2025	486.07
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	4/7/2025	2,415.49
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/7/2025	48.34
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	4/7/2025	112.53
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	County Highway	3/24/2025	18,792.21
urt Nika	Fuel- Vehicles	Transportation	County Highway	4/7/2025	59.00
JCB Chicago, LLC dba North Star JCB	Machinery and Equipment	Transportation	County Highway	4/7/2025	132,880.25
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	3/24/2025	56,160.00
Hampton Lenzini & Renwick, Inc.	Engineering Services	Transportation	Motor Fuel Tax	4/7/2025	47,979.88
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Motor Fuel Tax	4/7/2025	100,849.10
V3 Companies, LTD	Engineering Services	Transportation	Motor Fuel Tax	4/7/2025	961.74
Union Pacific Railroad Company	Highway Right of Way	Transportation	Motor Fuel Tax	4/7/2025	25,960.00
DTN LLC	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	3/24/2025	730.55
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	3/24/2025	263.39
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	4/7/2025	263.39
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	52.42
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	151.30
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	193.34
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	340.98
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	490.23
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	297.49
Via Carlita, LLC dba Hawk Ford St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	82.00
Wholesale Direct Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	414.23
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	137.80
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	86.00
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	93.90
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	44.90
Elburn NAPA, Inc. dba North Aurora NAPA	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	145.51
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	388.45
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	79.48
Patson, Inc. dba TransChicago Truck Group	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	306.85
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	155.00
D&A Powertrain Components Inc dba Aurora Truck Ctr	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	1,373.72
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	227.08
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	524.96

Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	237.73
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	59.95
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	62.94
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	292.08
FORCE America Distributing, LLC	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	2,010.74
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	238.48
Finkbiner Equipment Co. Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	56.83
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	85.08
Elburn NAPA, Inc. dba North Aurora NAPA	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	3/24/2025	82.11
Airgas North Central, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	112.75
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	860.85
Ralph Helm, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	235.18
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	359.41
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4/7/2025	114.70
Brian Platou dba BP Tools, LLC	Tools	Transportation	Motor Fuel Local Option	3/24/2025	179.90
CIT Trucks, LLC	Tools	Transportation	Motor Fuel Local Option	3/24/2025	467.37
HDR Engineering, Inc.	Engineering Services	Transportation	Transportation Sales Tax	4/7/2025	20,720.47
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Transportation Sales Tax	4/7/2025	20,251.61
Peralte-Clark, LLC	Engineering Services	Transportation	Transportation Sales Tax	4/7/2025	22,903.48
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	4/7/2025	8,487.39
Stantec Consulting Services Inc	Engineering Services	Transportation	Transportation Sales Tax	4/7/2025	1,410.38
MedPro Waste Disposal LLC	Disposal and Water Softener Srvs	Health	County Health	3/24/2025	63.67
Feece Oil Company	Fuel- Vehicles	Health	County Health	3/24/2025	26.27
Cindy Rodriguez	Employee Mileage Expense	Health	County Health	3/24/2025	17.22
Burnidge Properties, LTD	Building Space Rental	Health	County Health	3/24/2025	1,105.26
Adam Brill	Employee Mileage Expense	Health	County Health	3/24/2025	259.00
Jasmine Navarro	Employee Mileage Expense	Health	County Health	3/24/2025	162.40
Jlana von Rohr	Employee Mileage Expense	Health	County Health	3/24/2025	126.00
Sharon Cabrera	Employee Mileage Expense	Health	County Health	3/24/2025	62.37
Susan R Mrazek	Employee Mileage Expense	Health	County Health	3/24/2025	54.15
Burnidge Properties, LTD	Building Space Rental	Health	Kane Kares	3/24/2025	1,828.77
Boys & Girls Club of North Central Illinois, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	108,012.67
Boys & Girls Club of North Central Illinois, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	2,139.98
Mid-Valley Special Education Cooperative	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	6,396.84
Plum Tree Psychology, LTD	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	8,134.90
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	474.26
Fox Valley Hands of Hope	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	17,240.00
Family Recovery Centers, PLLC	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	4,177.98
Family Recovery Centers, PLLC	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	13,993.11
PADS of Elgin, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	39,367.76
Batavia Interfaith Food Pantry, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	10,915.07
Jasculca Terman Strategic Communications	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	11,666.67
Well Child Conference of Elgin dba Well Child Cent	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	14,990.21
Raglin, PC dba Simplifying Therapy	Contractual/Consulting Services	Health	American Rescue Plan	3/24/2025	2,250.00
Family Counseling Services of Aurora	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	78,589.99
PADS of Elgin, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	46,707.46
Volunteers of America of Illinois	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	1,653.27
City of Elgin	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	335,000.00
World Relief Corporation	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	825.32
Family Guidance Centers, Inc.	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	6,948.99
Mathers Recovery, LLC	Contractual/Consulting Services	Health	American Rescue Plan	4/7/2025	22,529.38
Courtney N. Duran	Operating Supplies	Health	American Rescue Plan	3/24/2025	15.96
4Imprint, Inc.	Operating Supplies	Health	American Rescue Plan	4/7/2025	7,460.80

Insight Public Sector Inc	Operating Supplies	Health	American Rescue Plan	4/7/2025	1,205.00
ACME Auto Leasing, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,578.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,750.00
Leida A. Woodham	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,250.00
Deborah L. Conley, LTD	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,375.00
AmaOli, PLLC dba Luna Behavioral Health Center	Counseling Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	2,125.00
ulie Turner, MSW	Counseling Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	3,125.00
Deborah L. Conley, LTD	Counseling Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	1,250.00
MRRW Construction, LLC	Special Purpose Equipment	Other- Countywide Expenses	American Rescue Plan	3/24/2025	9,140.20
Blacksmith Acres, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,438.51
Blacksmith Acres, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	12,164.32
Bee Girl Enterprises LLC dba Heritage Prairie Farm	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,730.79
Mighty Greens Farm, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	4,699.54
Timothy B Slepicka dba Sam The Sweet Corn Man	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,803.81
Ream's Country Bees	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	4,116.90
Garlic Breath LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,174.59
Klein's Quality Produce, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,539.56
Conley Farms, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	8,807.44
Orange Chair Corporation dba Cebela Honey Products	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	7,270.78
Fulbuschel Farms, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	7,052.92
Charity Blooms, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	4,591.49
Quinn Farms	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	32,440.00
Valdes Engineering Company	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,650.00
Valdes Engineering Company	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,500.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	4/7/2025	5,377.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	3/24/2025	12,969.00
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	4/7/2025	9,342.97
Kluber, Inc.	Building Improvements	Other- Countywide Expenses	American Rescue Plan	4/7/2025	13,812.50
Illinois Manufacturing Excellence Center	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,700.00
Illinois Manufacturing Excellence Center	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,700.00
Illinois Manufacturing Excellence Center	External Grants	Other- Countywide Expenses	American Rescue Plan	4/7/2025	5,000.00
Aurora Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	5,752.74
Aurora Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	44,040.00
Aurora Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,450.00
Valley Sheltered Workshop	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	1,444.34
PADS of Elgin, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	5,098.59
Northern Illinois Food Bank	External Grants	Other- Countywide Expenses	American Rescue Plan	3/24/2025	48,555.40
PADS of Elgin, Inc.	External Grants	Other- Countywide Expenses	American Rescue Plan	4/7/2025	5,306.30
Elgin Area Convention & Visitors Bureau	External Grants	Other- Countywide Expenses	American Rescue Plan	4/7/2025	31,694.32
EarthWerks Land Improvement & Development Corp.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	151,020.00
MRRW Construction, LLC	Computers	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,905.00
MRRW Construction, LLC	Computers	Other- Countywide Expenses	American Rescue Plan	3/24/2025	14,659.80
WBK Engineering, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	2,736.96
WBK Engineering, LLC	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	7,800.00
Brandt Excavating, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	56,253.58
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	44,419.90
Ernst & Young U.S. LLP	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	3/24/2025	73,364.80
Baxter & Woodman, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	American Rescue Plan	4/7/2025	7,377.75
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/7/2025	8,159.21
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/7/2025	8,159.23
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/7/2025	3,870.80
University of Illinois (U of I)	Special Studies	Other- Countywide Expenses	ARP Recoupment of Lost Revenue	4/7/2025	3,689.98
Toshiba America Business Solutions, Inc	Repairs and Maint- Copiers	Veterans' Commission	Veterans' Commission	3/24/2025	41.84

Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	3/24/2025	6,525.00
DroneDeploy, Inc.	Software Licensing Cost	Information Technologies	Web Technical Services	4/7/2025	7,788.00
Hey & Associates, Inc.	Contractual/Consulting Services	Development	Economic Development	4/7/2025	13,537.50
Law Office of Gary M. Vanek, PC	Contractual/Consulting Services	Development	Economic Development	4/7/2025	5,025.00
oshua C. Beck	Employee Training	Development	Community Dev Block Program	3/24/2025	124.00
WellSky Corporation	Software Licensing Cost	Development	Homeless Management Info Systems	3/24/2025	26,598.00
WellSky Corporation	Software Licensing Cost	Development	Homeless Management Info Systems	4/7/2025	1,020.00
Spillane and Sons, LTD	Miscellaneous Contractual Exp	Development	Elgin CDBG	4/7/2025	33,400.00
Sulemanji Tayabali	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	13,500.00
RuMe Property Management, LLC dba Fox Run Apts.	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	3/24/2025	10,749.00
Habitat for Humanity of Northern Fox Valley	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	5,463.68
Habitat for Humanity of Northern Fox Valley	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	5,452.00
Milestone Real Estate, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	3/24/2025	9,625.00
AMVF St. Charles, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	3/24/2025	9,057.00
AMVF St. Charles, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	3/24/2025	11,926.00
Title Services Midwest, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	560,530.95
Lazarus House	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	1,965.69
Ann 461 LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	3/24/2025	8,135.00
Milestone Real Estate, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	9,600.00
RuMe Property Management, LLC dba Fox Run Apts.	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	10,610.00
Milestone Real Estate, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	14,400.00
Milestone Real Estate, LLC	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	15,950.00
The Neighbor Project	Miscellaneous Contractual Exp	Development	Emergency Rental Assistance #2	4/7/2025	9,390.53
Willard E. Groth	Miscellaneous Contractual Exp	Development	Home - ARP	3/24/2025	3,800.00
UP Hanover Landing, LP	Miscellaneous Contractual Exp	Development	Home - ARP	3/24/2025	1,051.00
Engineering Resource Associates, Inc.	Wetland Fee in Lieu Fees	Environmental Management	Stormwater Management	4/7/2025	353.41
Hey & Associates, Inc.	Contractual/Consulting Services	Environmental Management	Stormwater Management	4/7/2025	837.19
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	3/24/2025	252.00
Special Project Staffing dba The Salem Group	Contractual/Consulting Services	County Board	Farmland Preservation	4/7/2025	252.00
University of Illinois (U of I)	Contractual/Consulting Services	Development	Growing for Kane	3/24/2025	11,539.00
Batavia Enterprises Real Estate, LLC	Prepaid Expense		Workforce Development	3/24/2025	19,794.74
effrey W. Richardson	Prepaid Expense		Workforce Development	3/24/2025	2,421.42
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/7/2025	875.00
APS Training Inst., Inc. dba APS Training Academy	Miscellaneous Contractual Exp	- WIOA 23	Workforce Development	4/7/2025	875.00
America Business College, Inc.	DT ITA	- WIOA 23	Workforce Development	4/7/2025	8,000.00
Computer Training Source, Inc.	DT ITA	- WIOA 23	Workforce Development	4/7/2025	1,623.00
Keelin J. Murphy	Employee Mileage Expense	- WIOA 24	Workforce Development	4/7/2025	25.90
Verve College (PCCTI)	DT ITA	- WIOA 24	Workforce Development	4/7/2025	6,207.00
Wonzey K. Carlson	DT ITA	- WIOA 24	Workforce Development	4/7/2025	307.00
Angelica Rodriguez	SS Transportation Assistance	- WIOA 24	Workforce Development	4/7/2025	61.08
Katherine Bilezikian	Employee Mileage Expense	- WIOA 24	Workforce Development	4/7/2025	42.00
Northern Illinois University	DT ITA	- WIOA 24	Workforce Development	4/7/2025	6,354.55
Tasha Kimble	SS Transportation Assistance	- WIOA 24	Workforce Development	4/7/2025	62.44
Tasha Kimble	SS Transportation Assistance	- WIOA 24	Workforce Development	4/7/2025	256.55
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	4/7/2025	1,795.00
Keelin J. Murphy	Employee Mileage Expense	- WIOA 24	Workforce Development	4/7/2025	25.90
Katherine Bilezikian	Employee Mileage Expense	- WIOA 24	Workforce Development	4/7/2025	42.00
Management & Information Technology Solutions Inc	DT ITA	- WIOA 24	Workforce Development	4/7/2025	7,550.00
42 North Group, Inc. dba Microtrain Technologies	DT ITA	- WIOA 24	Workforce Development	4/7/2025	3,486.00
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	4/7/2025	63.64
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	4/7/2025	47.65
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	4/7/2025	47.65
Batavia Enterprises Real Estate, LLC	Repairs and Maint- Buildings	#NAME?	Workforce Development	4/7/2025	73.19

Nicor Gas	Utilities- Natural Gas	#NAME?	Workforce Development	4/7/2025	148.20
Nicor Gas	Utilities- Natural Gas	#NAME?	Workforce Development	4/7/2025	98.00
City of Batavia	Utilities- Electric	#NAME?	Workforce Development	4/7/2025	116.41
AT&T	Telephone	#NAME?	Workforce Development	4/7/2025	26.33
Kruis, Inc. (Sparkle Janiotorial Service)	Janitorial Services	#NAME?	Workforce Development	4/7/2025	1,000.00
ComEd	Utilities- Electric	#NAME?	Workforce Development	4/7/2025	143.28
MCI	Telephone	#NAME?	Workforce Development	4/7/2025	49.24
Groot Recycling dba Accurate Document Destruction	Professional Services	#NAME?	Workforce Development	4/7/2025	60.60
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	4/7/2025	45.39
E J Rohn Company dba Specialty Mat Service	Professional Services	#NAME?	Workforce Development	4/7/2025	45.39
Batavia Enterprises Real Estate, LLC	Repairs and Maint- Buildings	#NAME?	Workforce Development	4/7/2025	69.71
Christine Andrews	Employee Mileage Expense	#NAME?	Workforce Development	4/7/2025	12.60
Christine Andrews	Employee Mileage Expense	#NAME?	Workforce Development	4/7/2025	40.39
Kyle Tassone	Employee Mileage Expense	#NAME?	Workforce Development	4/7/2025	109.41
Ann-Margaret Luciano	Employee Mileage Expense	#NAME?	Workforce Development	4/7/2025	61.32
Kelly Ann Waynauskas	Employee Mileage Expense	#NAME?	Workforce Development	4/7/2025	134.89
Nicor Gas	Utilities- Natural Gas	#NAME?	Workforce Development	4/7/2025	141.14
Nicor Gas	Utilities- Natural Gas	#NAME?	Workforce Development	4/7/2025	93.34
City of Batavia	Utilities- Electric	#NAME?	Workforce Development	4/7/2025	110.86
AT&T	Telephone	#NAME?	Workforce Development	4/7/2025	25.08
Illinois Phlebotomy Services, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	3/24/2025	425.00
Aerial Influence, LLC	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	3/24/2025	7,556.00
Fitzgerald's Electrical Contracting, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	3/24/2025	24,781.00
Gatza Electric, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	4/7/2025	7,500.00
Mazarini, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	4/7/2025	7,282.15
County Wide Landscaping, Inc.	Repairs and Maintenance- Roads	Development	Mill Creek Special Service Area	4/7/2025	16,000.00
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	4/7/2025	706.32
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	3/10/2025	932.21
DS Services of America, Inc. dba Primo Water NA	Office Supplies	Development	Mill Creek Special Service Area	4/7/2025	10.99
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/7/2025	518.91
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/7/2025	132.03
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	4/7/2025	83.99
V3 Companies, LTD	Engineering Services	Transportation	South Impact Fees	4/7/2025	5,526.63
V3 Companies, LTD	Engineering Services	Transportation	South Impact Fees	4/7/2025	2,621.98
CS Geologic, LLC	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4/7/2025	997.50
DS Services of America, Inc. dba Primo Water NA	Operating Supplies	Environmental Management	Enterprise Surcharge	4/7/2025	32.93
AssuredPartners Cap. dba Assured Partnrs of IL LLC	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	3/24/2025	9,500.00
Flexible Benefits Service, LLC	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	3/24/2025	1,598.50
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	3/24/2025	7,132.72
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	4/7/2025	68,439.82
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	3/24/2025	3,506.04
Catilize Health, Inc. dba Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4/7/2025	2,341.79
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	4/7/2025	17,532.50
Flexible Benefits Service, LLC	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	3/28/2025	12,381.02
ohn F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	3/10/2025	1,155.00
ohn F. Harahan	Distribution	Information Technologies	911 Emergency Surcharge	4/7/2025	1,650.00
Tri-Com Central Dispatch/City of Geneva	Distribution	Information Technologies	Wireless 911	4/7/2025	153,693.13
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	3/3/2025	60,408.00
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/24/2025	9,878.11
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	3/24/2025	13,991.46
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/7/2025	10,198.60
Flexible Benefits Service, LLC	Accrued Liabilities		Flexible Spending Account	4/7/2025	14,604.49
Office of the Illinois State Treasurer	Accrued Liabilities		County Clerk Domestic Violence	3/24/2025	1,045.00

IL Department of Public Health - Vital Records	Accrued Liabilities	Death Certificates	3/24/2025	12,464.00
Illinois Department of Revenue	Accrued Liabilities	State Real Estate Transfer Tax	3/3/2025	231,843.50
TOTAL			1060	$6,344,865.58

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-440

AUTHORIZING UPDATES TO THE COUNTY'S HEALTH PLAN

WHEREAS, the County offers health benefits for all eligible County employees, retirees, disabled employees, and COBRA participants; and

WHEREAS, on August 9, 2024, Governor J.B. Pritzker signed into law adding a provision requiring mental health counseling for any county employee who is a first responder without imposing a deductible, coinsurance, copayment, or any other cost-sharing requirement on the coverage provided, except that this subsection does not apply to the extent such coverage would disqualify a high-deductible health plan from eligibility for a health savings account pursuant to the Internal Revenue Code; and

WHEREAS, "Mental health counseling" means counseling therapy sessions provided by a clinical social worker, professional counselor, or licensed psychologist; and

WHEREAS, this provision takes effect on June 1, 2025, and applies to State and local government employers within Illinois; and

WHEREAS, Kane County employs "First Responders" defined as corrections officers, deputy sheriffs, and public safety telecommunicators; and

WHEREAS, the County recognizes the importance of mental health for employees and will include this provision to the health plan for all participating employees and their covered spouses or civil union partners.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that "Mental health counseling" in the current HMO and PPO health plans be covered without imposing a deductible, coinsurance, copayment, or any other cost-sharing requirement effective June 1, 2025.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Updates To The County's Health Plan

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

Contact:
Jamie Lobrillo, 630.208.3836

Budget Information:

Was this item budgeted? No	Appropriation Amount: $N/A
If not budgeted, explain funding source: Health Insurance Fund	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is authorizing that "Mental health counseling" in the current HMO and PPO health plans be covered without imposing a deductible, coinsurance, copayment, or any other cost-sharing requirement. This provision is to be effective June 1, 2025.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-434

AUTHORIZING AN AGREEMENT WITH MOTOROLA FOR THE STARCOM RADIO MANAGEMENT SYSTEM

WHEREAS, Kane County Sheriff's Office and KaneComm have licensed Motorola Starcom radios, software and services for the purpose of public safety radio communications for KaneComm's subscribing agencies; and

WHEREAS, KaneComm is desirous to implement the radio management software required to enable remote radio updating, programming, and tracking otherwise known as the "Radio Management Program" as requested; and

WHEREAS, the additional software and services can only be provided by our current Starcom vendor, Motorola, under the current agreement; and

WHEREAS, Kane County code section 2-216 provides that the purchase of computer software, computer hardware, and computer databases that have been competitively procured and that require additional proprietary licensing, software integrations, software development, software maintenance, computer hardware maintenance, database maintenance, software support services, database support services and computer hardware support services are not suitable for competitive procurement and may be authorized for purchase. Purchases over thirty thousand dollars ($30,000.00) must be authorized by the County Board; and

WHEREAS, Motorola has provided a proposal to amend the existing software and services agreement to provide the software and implementation services at a cost of $115,323.71.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the Kane County Board Chairman to enter into an agreement to amend the existing software and services agreement with Motorola to provide the Radio Management software and services at a one-time cost of $115,323.71 from available funds and to be reimbursed by KaneComm's Emergency Telephone Systems Board funds.

Line Item: 269.425.426.37075 and 269.425.426.52150
Line Item Description: KaneComm revenue increase for reimbursement and expense account 52150 for payment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? no
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes - will be reimbursed by KaneComm's Emergency Telephone System Board (ETSB) funds
If funds are not currently available in the specified line item, where are the funds available?
n/a

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing an Agreement with Motorola for the Starcom Radio Management System

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

Contact:
Michelle Guthrie, 630.232.5988

Budget Information:

Was this item budgeted? No	Appropriation Amount: $115,323.71
If not budgeted, explain funding source: KaneComm will be reimbursed for this cost by the Kane County ETSB. Increase revenue in account 37075 and expense account 52150	
Was this item passed through the appropriate committee? Yes	

Summary:

KaneComm is seeking a resolution authorizing an agreement with Motorola for software and services. The software and services agreement will provide the implementation of Radio Management, software that allows over-the-air radio programming. The cost of the implementation is $115,323.71 and is funded by a reimbursement of KaneComm funds from the Emergency Telephone Systems Board (ETSB).

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director

Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	KaneComm
Date	3/26/2025
Fund	269.425.426.
Category (*Personnel Services, Contractual Services, Commodities, or Capital*)	Increase revenue 37075 Expense 52450
Increase or Decrease	Temporary increase – will be reimbursed by ETSB
Amount	$115,323.71

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

Submitted by
Signature of Elected Official or Department Executive Director

Date 3/26/25

Category	Account	Approved Budget	Debit	Credit
Personnel Services	(expense)			
Contractual Services				
Repairs/Maintenance –	52450			
Comm equipment				
Revenue Account	37075 (increase)			

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

see next page

Executive Director_____ Date_____

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director

Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	
Date	
Fund	
Category (*Personnel Services, Contractual Services, Commodities, or Capital*)	
Increase or Decrease	
Amount	

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

Submitted by
Signature of Elected Official or Department Executive Director

_____ Date_____

Category	Account	Approved Budget	Debit	Credit
ETSB Reimbursement	269.425.000.37075			$115,323.71
Repairs and Maintenance – Communication Equipment	269.425.426.52150		$115,323.71	

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director Kathleen D Hopkinson Date 4-2-25

Billing Address:
KANECOMM
719 BATAVIA AVE BLDG C
GENEVA, IL 60134
US

Quote Date:03/07/2025
Expiration Date:04/25/2025
Quote Created By:
Stuart Blowers
Stuart.Blowers@
motorolasolutions.com

End Customer:
KANECOMM
Michelle Guthrie
guthriemichelle@co.kane.il.us
630-232-5988

Contract: 24302 - STARCOM21, IL DIT7016660

Summary:

Any sales transaction resulting from Motorola's quote is based on and subject to the applicable Motorola Standard Terms and Conditions, notwithstanding terms and conditions on purchase orders or other Customer ordering documents. Motorola Standard Terms and Conditions are found at www.motorolasolutions.com/product-terms.

Line #	Item Number	Description	Qty	Sale Price	Ext. Sale Price
	APX™ Radio Management	RADIO MANAGEMENT			
1	T7914A	RADIO MANAGEMENT ONLINE	1	$0.00	$0.00
1a	UA00049AA	ADD: RADIO MANAGEMENT LICENSES ONLINE	480	$80.30	$38,544.00
2	PSV01S01988A	RADIO MANAGEMENT (RM) TRAINING MSI SITE (1 SEAT)	2	$1,500.00	$3,000.00
3	LSV01S02014A	DMS ONSITE SETUP	1	$42,000.00	$42,000.00
	Product Services				
4	LSV00Q00202A	DEVICE PROGRAMMING	1	$30,085.71	$30,085.71
5	PMKN4012B	PORTABLE PROGRAMMING CABLE	20	$84.70	$1,694.00

Grand Total $115,323.71(USD)

Notes:

- Unless otherwise noted, this quote excludes sales tax or other applicable taxes (such as Goods and Services Tax, sales tax, Value Added Tax and other taxes of a similar nature). Any tax the customer is subject to will be added to invoices.

Any sales transaction following Motorola's quote is based on and subject to the terms and conditions of the valid and executed written contract between Customer and Motorola (the ""Underlying Agreement"") that authorizes Customer to purchase equipment and/or services or license software (collectively ""Products""). If no Underlying Agreement exists between Motorola and Customer, then Motorola's Standard Terms of Use and Motorola's Standard Terms and Conditions of Sales and Supply shall govern the purchase of the Products.
Motorola Solutions, Inc.: 500 West Monroe, United States - 60661 ~ #: 36-1115800

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-419

AUTHORIZING SUBAWARD AGREEMENT WITH NORTHERN ILLINOIS FOOD BANK FOR PARTNERSHIP AND UTILIZATION OF COMPOSTING AND FOOD WASTE REDUCTION FUNDS

WHEREAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHEREAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHEREAS, the County worked with partners to develop and submit a successful proposal in response to the USDA-issued Notice of Funding Opportunity for CFWR FY24 in the interest of advancing waste diversion goals stated in its approved Solid Waste Management Plan (Res 20-463) and Climate Action Implementation Plan (Res 24-228); and

WHEREAS, the County Board approved a FY25 budget amendment and authorized signature of a Cooperative Agreement between the County and USDA to accept the CFWR funds on January 14, 2025 (Res 25-002); and

WHEREAS, the County Board Chairman did sign and authorize such a Cooperative Agreement on March 27, 2025; and

WHEREAS, Northern Illinois Food Bank (NIFB), a non-profit hunger relief organization located in Geneva that works with regional partners to distribute 250,000 meals a day throughout its network, receives and disposes of roughly 1.6 million pounds a year in spoiled or otherwise non-distributable food; and

WHEREAS, due to financial and logistical limitations, this non-distributable food has typically been disposed of in landfills; and

WHEREAS, recognizing these challenges and the potential to divert large quantities of food waste, NIFB joined the County as a partner on its successful CFWR proposal, requesting $211,200 (Two Hundred and Eleven Thousand, Two Hundred Dollars) in budget and committing $52,800 (Fifty-Two Thousand, Eight Hundred Dollars) in non-federal matching funds.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes its chairman to enter into a subaward agreement with Northern Illinois Food Bank in the amount of $211,200 (Two Hundred and Eleven Thousand, Two Hundred Dollars) of CFWR funds, to be distributed as reimbursement for eligible expenses (see Exhibit A) incurred on or after the date of final subaward signature through February 28, 2027.

Line Item: 650.670.684.50150
Line Item Description: USDA Composting and Food Waste - Contractual Service
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF KANE AND NORTHERN ILLINOIS FOOD BANK (UEI:)

THIS AGREEMENT, "Agreement", is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane, a body corporate and politic organized under the lawns of the State of Illinois ("County"), and Northern Illinois Food Bank ("Subrecipient"), and governs the disbursement of United States Department of Agriculture Composting and Food Waste Reduction Grant Program funds by the County to the Subrecipient. The County and Subrecipient shall sometimes be referred to collectively as the "Parties."

WHERAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHERAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHERAS, the USDA Office of Agriculture and Innovative Production issued a Notice of Funding Opportunity (NOFO) for CFWR on June 12, 2024 (USDA-NRCS-NHQ-CFWR-24-NOFO0001412); and

WHEREAS, the County collaborated with Subrecipient to develop and submit a proposal in response to the NOFO that was reviewed and selected for funding; and

WHEREAS, the Federal Award Identification Number (FAIN) is 20257051044358, the federal awarding agency is USDA, and the CFDA number is 10.935; and

WHEREAS, the County's Scope of Work for the Cooperative Agreement with USDA includes subrecipient agreements with named project partners, including Subrecipient; and

WHEREAS, Subaward Agreements under the Cooperative Agreement are governed by 2 CFR 200.331, 2 CFR 200.332, and 2 CFR 200.333; and

WHEREAS, the purpose of this Agreement will be implemented in accordance with Exhibit A: Program Terms.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and the Subrecipient to implement the County's CFWR Cooperative Agreement. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the CFWR that the County intends to distribute to the Subrecipient.

A. **Incorporation and Construction:** All recitals set forth above are incorporated herein and made a part hereof.

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B. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all other applicable Federal laws and regulations.

C. Hold Harmless: The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the funds.

D. Indemnification: The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the Cooperative Agreement funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the funds determines that such expenses and/or reimbursement was not permitted. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Subrecipient further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended Cooperative Agreement funds that the County disbursed to the Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Subrecipient's use of the payments by the Federal government.

E. Misrepresentations & Noncompliance: The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide funds under this Agreement. The Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Subrecipient representation(s) or information

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untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.

F. Workers' Compensation: The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

G. Insurance: The Subrecipient shall carry sufficient insurance coverage to protect any funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon the County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to applicable Federal law(s) or any regulations promulgated by USDA or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments any related Federal laws or regulations.

I. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided to the Subrecipient under this Agreement; or
d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement.

J. Program Fraud & False of Fraudulent Statements or Related Acts: The Subrecipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Subrecipient pertaining to any matter resulting from a contract.

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K. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).

- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

M. Conflict of Interest: The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

N. Term: This Agreement shall be effective upon the date of signature and shall begin on the Effective Date unless terminated pursuant to this Agreement. Any funds that are not expended by the Subrecipient at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide the Subrecipient with reimbursements for expenses that occur beyond the Agreement period. The Subrecipient may submit a request for extension in writing to the County, at least 45 (forty -five) days prior to the expiration of this agreement. Any extension must be approved by the Kane County Board prior to the expiration of this Agreement.

O. Eligible Expenses: The Subrecipient shall only spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200. For the purposes of this Agreement, the Subrecipient is authorized to spend the funds only for the purposes set forth in Exhibit A, which is incorporated herein by reference. Exhibit A contains a description of the components of the Subrecipient's program and the eligible uses of the

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funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the funds is approved lies within the discretion of the County. The Subrecipient acknowledges and agrees that the County may deny the use of funds which, in the discretion of the County, is not a permitted use of CFWR. The County's approval of this Agreement does not guarantee that the Subrecipient's use of the funds will ultimately be approved by the County or by USDA. Any portion of the award that is not used for the purposes set forth in Exhibit A shall be repaid to the County.

P. Payments: Payments pursuant to this Agreement are subject to the availability of applicable Federal funding from the USDA under the CFWR Cooperative Agreement. The sole source of payments under this Agreement shall be from the County's allocation of funds from the CFWR Cooperative Agreement with USDA. The County shall not be obligated to fund or provide payments to the Subrecipient from any other source. The County shall not be obligated to provide any funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule and terms per Exhibit A. The Subrecipient shall not use funds for costs reimbursed or to be covered by other grants, insurance, or State or Federal sources.

Q. Record Retention: The Subrecipient shall maintain all records and supporting documents, and all records relevant to this Agreement for 5 (five) years following the end date of the Agreement. The Subrecipient agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.

R. Internal Controls: The Subrecipient must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's CFWR award.

S. Specific Conditions: The Subrecipient will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

T. Monitoring: The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.

U. Reporting Procedures: Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement request.

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The County may also request that the Subrecipient comply with audit requests made by USDA or any other authorized Federal agency. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient.

V. FOIA: The Subrecipient acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the CFWR funds pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). The Subrecipient shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

W. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

i. County: Kane County Recycling Program Coordinator
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva, Illinois, 60134

ii. Subrecipient: Northern Illinois Food Bank
273 Dearborn Court
Geneva, Illinois, 60134

II. SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER
The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION
The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in Exhibit A. The Subrecipient acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds distributed under this Agreement. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION
The Federal Award associated with this Agreement is as follows:

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Unique Identifier:
CFDA Number: 10.935
Assistance Listing Title: Urban Agriculture and Innovative Production Grants Program (UAIP)
Federal Award Identification Number (FAIN): 20257051044358
Federal Award Date to County: March 1, 2025
Award is for Research & Development: No
Period of Performance Start and End Date: Effective Date through February 28, 2027
Budget Period: The timeframe for spending is Effective Date through February 28, 2027
Award Amount: Total obligation under this Agreement is: $211,200.
Non-Federal Match: Total match that will be documented under this Agreement is: $52,800
Contact for Program: Submit inquiries and questions to recycle@kanecountyil.gov

VI. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the funds to the Subrecipient. This Agreement is subject to availability of funds under CFWR. The County has no legal requirement to provide funding to any Subrecipient.

VII. SIGNATURE AUTHORITY

The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Subrecipient:
Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

County of Kane
Signed:
Its Duly Authorized Agent
Printed Name: Corrine Pierog
Title: Chairman, Kane County Board
Date:

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Exhibit A: Program Terms

1. Program Description: In recognition of the contributions made by food waste generated in Kane County to both total landfill tonnage and methane gas produced by landfills, as described in both the Kane County Solid Waste Plan (2020) and the Kane County Climate Action Implementation Plan (2024), the Kane County Division of Environmental and Water Resources applied for Composting and Food Waste Reduction Grant Program funds to divert food waste generated by large food-handling institutions in the County to composting or anaerobic digestion facilities. Institutions, including the Subrecipient, were named as partners in the grant application and were allocated funding in the approved grant budget.

According to the Subrecipient, a food bank located in Kane County that distributes 250,000 meals per day throughout its service area, about 6% of the food that it receives from donors is assessed to be unfit for distribution and consumption due to spoilage or severe damage to packaging. As a result, Subrecipient has at times sent an estimated 31,500 lbs. of food per week or 1,600,000 lbs. per year to landfill.

The Subrecipient will use sub-awarded funds to purchase consolidation containers for food waste and to obtain, through contractors and professional service providers, transportation of food waste from the Subrecipient's location of operation to point(s) of processing, depackaging services for canned and other packaged food, and processing of food waste into compost at an IEPA permitted composting facility or into digestate at an anaerobic digestion facility equipped with methane capture/recovery technology.

The Subrecipient was allocated $211,200 (Two Hundred and Eleven Thousand, Two Hundred Dollars) in the County's CFWR budget for food waste transportation, depackaging and processing. The Subrecipient further committed $52,800 (Fifty-Two Thousand, Eight Hundred Dollars) in non-federal matching funds for the same activities.

2. Purpose of Award: The purpose of this project is improved landfill diversion of food waste originating at large food-handling institutions in Kane County to compost or anaerobic digestion facilities.

3. Eligible Costs: The Subrecipient is authorized to seek reimbursement from the County for eligible expenses in an amount not to exceed $211,200 (Two Hundred and Eleven Thousand, Two Hundred Dollars). The Subrecipient agrees to seek reimbursement for eligible expenses incurred from Effective Date through February 28, 2027. "Eligible costs" under this Agreement is the procurement of packaging materials and professional services for the transportation, depackaging and processing of food waste, such that food waste is composted at a permitted composting facility or anaerobically digested with recovery of methane gas. Transportation of food waste to a landfill and landfill tipping fees are not Eligible Costs. Subrecipient is required to provide documentation showing where food waste is processed, either via an agreement between the Subrecipient and its selected waste hauler or through documentation from a food waste processor. The Subrecipient shall seek reimbursement of eligible costs under this Agreement that were incurred after the Effective Date of this Agreement and have not been reimbursed under another source of financial assistance. The County maintains the sole and exclusive decision over whether costs submitted by the Subrecipient for reimbursement are eligible under this Agreement.

4. Documentation of Match: The Subrecipient has committed $52,800 (Fifty-Two Thousand, Eight Hundred Dollars) in non-federal matching funds for eligible cost activities during the performance period of the USDA Cooperative Agreement (March 1, 2025 – February 28, 2027). The Subrecipient shall provide documentation to the County of match contributions as they occur, with all match documented no later than February 28, 2027. The County Recycling Coordinator will track expenditures and match

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documentation and may withhold invoice payments to maintain a fund balance in excess of the balance of undocumented match.

5. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.

6. Required Reporting:

a. Programmatic reports: Subrecipient shall provide a narrative report of first year program activities to recycle@kanecountyil.gov no later than February 28, 2026. Content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline. At the County's request, the Subrecipient shall submit additional programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program.

b. Financial reports: At the County's request, the Subrecipient shall submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this agreement.

c. Closeout reports: The Subrecipient shall submit a narrative report describing the status of the implementation of the Program and all related activities no later than February 28, 2027. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same. Additional content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline.

7. Payment

The Subrecipient will request reimbursement of funds no more frequently than monthly and no less frequently than quarterly. Such invoices will be accompanied by documentation of eligible expenses incurred.

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Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, the Subrecipient shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

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RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Subaward Agreement with Northern Illinois Food Bank for Parnership and Utilization of Composting and Food Waste Reduction Funds

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

Contact:
Clair Ryan, ryanclair@kanecountyil.gov, 630-208-3841

Budget Information:

Was this item budgeted? Y (budget amendment)	Appropriation Amount: $59,586 in FY25 budget (remainder of subaward to be budgeted in subsequent fiscal years)
If not budgeted, explain funding source: USDA grant to County	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a subaward of $211,200 to the Northern Illinois Food Bank (NIFB) under the USDA Composting and Food Waste Reduction Cooperative Agreement signed between USDA and Kane County. NIFB will use the funding for the transportation, depackaging and processing of food waste at a composting or anaerobic digestion facility, thus diverting this waste from landfill disposal. This activity is in alignment with the goals of the County's Solid Waste Management Plan and Climate Action Implementation Plan. The period of performance will begin on the date of agreement signature and continue through February 28, 2027, spanning three County fiscal years. NIFB will provide $52,800 in non-federal match to the project.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-425

AUTHORIZING SUBAWARD AGREEMENT WITH ADVOCATE SHERMAN HOSPITAL FOR PARTNERSHIP AND UTILIZATION OF COMPOSTING AND FOOD WASTE REDUCTION FUNDS

WHEREAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHEREAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHEREAS, the County worked with partners to develop and submit a successful proposal in response to the USDA-issued Notice of Funding Opportunity for CFWR FY24 in the interest of advancing waste diversion goals stated in its approved Solid Waste Management Plan (Res 20-463) and Climate Action Implementation Plan (Res 24-228); and

WHEREAS, the County Board approved a FY25 budget amendment and authorized signature of a Cooperative Agreement between the County and USDA to accept the CFWR funds on January 14, 2025 (Res 25-002); and

WHEREAS, the County Board Chairman did sign and authorize such a Cooperative Agreement on March 27, 2025; and

WHEREAS, Advocate Sherman Hospital, a 255-bed acute care hospital in Elgin that operates a preparation kitchen and catering operation, generates and disposes of a significant amount of food waste; and

WHEREAS, it aligns with both Advocate Health and Kane County sustainability goals to divert such food waste from landfills to compost or anaerobic digestion facilities; and

WHEREAS, Advocate Sherman Hospital joined the County as a partner on its successful CFWR proposal, requesting $53,156 (Fifty-Three Thousand, One Hundred and Fifty-Six Dollars) in budget and committing $13,040 (Thirteen Thousand and Forty Dollars) in non-federal matching funds.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes its chairman to enter into a subaward agreement with Advocate Sherman Hospital in the amount of requesting $53,156 (Fifty-Three Thousand, One Hundred and Fifty-Six Dollars) of CFWR funds, to be distributed as reimbursement for eligible expenses (see Exhibit A) incurred on or after the date of final subaward signature through February 28, 2027.

Line Item: 650.670.684.50150
Line Item Description: USDA CFWR Grant, Contractual Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Subaward Agreement with Advocate Sherman Hospital for Parnership and Utilization of Composting and Food Waste Reduction Funds

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

Contact:
Clair Ryan, ryanclair@kanecountyil.gov, 630-208-3841

Budget Information:

Was this item budgeted? Y (budget amendment)	Appropriation Amount: $14,940 in FY25 budget (remainder of subaward to be budgeted in subsequent fiscal years)
If not budgeted, explain funding source: USDA grant to County	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a subaward of $53,156 to Advocate Sherman Hospital under the USDA Composting and Food Waste Reduction Cooperative Agreement signed between USDA and Kane County. Sherman will use the funding to conduct a food waste audit and then to procure supplies and services necessary to separate and transport food waste for diversion to a composting or anaerobic digestion facility, thus diverting its kitchen waste from landfill disposal. This activity is in alignment with the goals of the County's Solid Waste Management Plan and Climate Action Implementation Plan. The period of performance will begin on the date of agreement signature and continue through February 28, 2027, spanning three County fiscal years. Sherman will document $13,040 in non-federal in-kind match towards the project.

EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF KANE AND ADVOCATE SHERMAN HOSPITAL (UEI: XLZFXKNJ8MN3)

THIS AGREEMENT, "Agreement", is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane, a body corporate and politic organized under the lawns of the State of Illinois ("County"), and Advocate Sherman Hospital ("Subrecipient"), and governs the disbursement of United States Department of Agriculture Composting and Food Waste Reduction Grant Program funds by the County to the Subrecipient. The County and Subrecipient shall sometimes be referred to collectively as the "Parties."

WHERAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHERAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHERAS, the USDA Office of Agriculture and Innovative Production issued a Notice of Funding Opportunity (NOFO) for CFWR on June 12, 2024 (USDA-NRCS-NHQ-CFWR-24-NOFO0001412); and

WHEREAS, the County collaborated with Subrecipient to develop and submit a proposal in response to the NOFO that was reviewed and selected for funding; and

WHEREAS, the Federal Award Identification Number (FAIN) is 20257051044358, the federal awarding agency is USDA, and the CFDA number is 10.935; and

WHEREAS, the County's Scope of Work for the Cooperative Agreement with USDA includes subrecipient agreements with named project partners, including Subrecipient; and

WHEREAS, Subaward Agreements under the Cooperative Agreement are governed by 2 CFR 200.331, 2 CFR 200.332, and 2 CFR 200.333; and

WHEREAS, the purpose of this Agreement will be implemented in accordance with Exhibit A: Program Terms.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and the Subrecipient to implement the County's CFWR Cooperative Agreement. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the CFWR that the County intends to distribute to the Subrecipient.

A. **Incorporation and Construction:** All recitals set forth above are incorporated herein and made a part hereof.

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B. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all other applicable Federal laws and regulations.

C. Hold Harmless: The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the funds.

D. Indemnification: The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the Cooperative Agreement funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the funds determines that such expenses and/or reimbursement was not permitted. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Subrecipient further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended Cooperative Agreement funds that the County disbursed to the Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Subrecipient's use of the payments by the Federal government.

E. Misrepresentations & Noncompliance: The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide funds under this Agreement. The Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Subrecipient representation(s) or information

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untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.

F. Workers' Compensation: The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

G. Insurance: The Subrecipient shall carry sufficient insurance coverage to protect any funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon the County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to applicable Federal law(s) or any regulations promulgated by USDA or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments any related Federal laws or regulations.

I. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided to the Subrecipient under this Agreement; or
d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement.

J. Program Fraud & False of Fraudulent Statements or Related Acts: The Subrecipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Subrecipient pertaining to any matter resulting from a contract.

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K. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).

- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

M. Conflict of Interest: The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

N. Term: This Agreement shall be effective upon the date of signature and shall begin on the Effective Date unless terminated pursuant to this Agreement. Any funds that are not expended by the Subrecipient at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide the Subrecipient with reimbursements for expenses that occur beyond the Agreement period. The Subrecipient may submit a request for extension in writing to the County, at least 45 (forty -five) days prior to the expiration of this agreement. Any extension must be approved by the Kane County Board prior to the expiration of this Agreement.

O. Eligible Expenses: The Subrecipient shall only spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200. For the purposes of this Agreement, the Subrecipient is authorized to spend the funds only for the purposes set forth in Exhibit A, which is incorporated herein by reference. Exhibit A contains a description of the components of the Subrecipient's program and the eligible uses of the

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funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the funds is approved lies within the discretion of the County. The Subrecipient acknowledges and agrees that the County may deny the use of funds which, in the discretion of the County, is not a permitted use of CFWR. The County's approval of this Agreement does not guarantee that the Subrecipient's use of the funds will ultimately be approved by the County or by USDA. Any portion of the award that is not used for the purposes set forth in Exhibit A shall be repaid to the County.

P. Payments: Payments pursuant to this Agreement are subject to the availability of applicable Federal funding from the USDA under the CFWR Cooperative Agreement. The sole source of payments under this Agreement shall be from the County's allocation of funds from the CFWR Cooperative Agreement with USDA. The County shall not be obligated to fund or provide payments to the Subrecipient from any other source. The County shall not be obligated to provide any funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule and terms per Exhibit A. The Subrecipient shall not use funds for costs reimbursed or to be covered by other grants, insurance, or State or Federal sources.

Q. Record Retention: The Subrecipient shall maintain all records and supporting documents, and all records relevant to this Agreement for 5 (five) years following the end date of the Agreement. The Subrecipient agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.

R. Internal Controls: The Subrecipient must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's CFWR award.

S. Specific Conditions: The Subrecipient will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

T. Monitoring: The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.

U. Reporting Procedures: Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement request.

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The County may also request that the Subrecipient comply with audit requests made by USDA or any other authorized Federal agency. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient.

V. FOIA: The Subrecipient acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the CFWR funds pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). The Subrecipient shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

W. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

i. County: Kane County Recycling Program Coordinator
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva, Illinois, 60134

ii. Subrecipient: Attn: Ina Owens
Advocate Charitable Foundation
2025 Windsor Drive
Oak Brook, Illinois, 60523-1586

II. SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER
The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION
The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in Exhibit A. The Subrecipient acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds distributed under this Agreement. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

V. SUBAWARD INFORMATION

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The Federal Award associated with this Agreement is as follows:
Unique Identifier: XLZFXKNJ8MN3
CFDA Number: 10.935
Assistance Listing Title: Urban Agriculture and Innovative Production Grants Program (UAIP)
Federal Award Identification Number (FAIN): 20257051044358
Federal Award Date to County: March 1, 2025
Award is for Research & Development: No
Period of Performance Start and End Date: Effective Date through February 28, 2027
Budget Period: The timeframe for spending is Effective Date through February 28, 2027
Award Amount: Total obligation under this Agreement is: $53,156
Non-Federal Match: Total match that will be documented under this Agreement is: $13,040
Contact for Program: Submit inquiries and questions to recycle@kanecountyil.gov

VI. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the funds to the Subrecipient. This Agreement is subject to availability of funds under CFWR. The County has no legal requirement to provide funding to any Subrecipient.

VII. SIGNATURE AUTHORITY
The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Subrecipient:
Signed:
Its Duly Authorized Agent
Printed Name: Leslie Wininger
Title: President, Aurora Health Care Foundation & Advocate Charitable Foundation
Date:

County of Kane
Signed:
Its Duly Authorized Agent
Printed Name: Corrine Pierog
Title: Chairman, Kane County Board
Date:

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Exhibit A: Program Terms

1. Program Description: In recognition of the contributions made by food waste generated in Kane County to both total landfill tonnage and methane gas produced by landfills, as described in both the Kane County Solid Waste Plan (2020) and the Kane County Climate Action Implementation Plan (2024), the Kane County Division of Environmental and Water Resources applied for Composting and Food Waste Reduction Grant Program funds to divert food waste generated by large food-handling institutions in the County to composting or anaerobic digestion facilities. Institutions, including the Subrecipient, were named as partners in the grant application and were allocated funding in the approved grant budget.

Subrecipient operates a 255-bed acute care hospital in Kane County which is equipped with a preparation kitchen. The kitchen prepares patient meals, caters on-site meetings and events, and makes procurement decisions about food and beverage made available to purchase by hospital staff and visitors.

The Subrecipient will use sub-awarded funds to conduct a food waste audit to quantify and describe organic waste generated in the kitchen, from patient return trays, from catering returns, and from food retail areas at the hospital. Information from the audit will be used to develop food rescue/donation programs and implement food waste separation and collection. Following implementation, the Subrecipient will develop guidance that can be used by other Subrecipient-operated hospitals to implement similar composting and food waste reduction programs.

The Subrecipient was allocated $53,156 (Fifty-Three Thousand, One Hundred and Fifty-Six Dollars) in the County's CFWR budget for supplies and professional services necessary to implement the food waste audit and separated food waste collection, transportation and processing. The Subrecipient committed $13,040 (Thirteen Thousand and Forty Dollars) of non-federal in-kind project support. This match will be provided through staff time to organize and conduct the waste audit, to separate food waste, and to develop a guidance document.

2. Purpose of Award: The purpose of this project is improved landfill diversion of food waste originating at large food-handling institutions in Kane County to compost or anaerobic digestion facilities.

3. Eligible Costs: The Subrecipient is authorized to seek reimbursement from the County for eligible expenses in an amount not to exceed $53,156 (Fifty-Three Thousand, One Hundred and Fifty-Six Dollars). The Subrecipient agrees to seek reimbursement for eligible expenses incurred from Effective Date through February 28, 2027. "Eligible costs" under this Agreement is the procurement supplies necessary to conduct a food waste audit and to implement separated food waste collection on site, and the procurement of professional services for the transportation and processing of food waste such that food waste is composted at a permitted composting facility or anaerobically digested with recovery of methane gas. Transportation of food waste to a landfill and landfill tipping fees are not Eligible Costs. Subrecipient is required to provide documentation that food waste is composted or digested, either via an agreement between the Subrecipient and its selected waste hauler or through documentation from a food waste processor. The Subrecipient shall seek reimbursement of eligible costs under this Agreement that were incurred after the Effective Date of this Agreement and have not been reimbursed under another source of financial assistance. The County maintains the sole and exclusive decision over whether costs submitted by the Subrecipient for reimbursement are eligible under this Agreement.

4. Documentation of Match: The Subrecipient has pledged $13,040 (Thirteen Thousand and Forty Dollars) of non-federal in-kind project support during the performance period of the USDA Cooperative Agreement (March 1, 2025 – February 28, 2027). The Subrecipient shall provide documentation to the

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County of match contributions as they occur, with all match documented no later than February 28, 2027. The County Recycling Coordinator will track expenditures and match documentation and may withhold invoice payments to maintain a fund balance in excess of the balance of undocumented match.

5. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.

6. Required Reporting:

a. Programmatic reports: Subrecipient shall provide a narrative report of first year program activities to recycle@kanecountyil.gov no later than February 28, 2026. Content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline. At the County's request, the Subrecipient shall submit additional programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program.

b. Financial reports: At the County's request, the Subrecipient shall submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this agreement.

c. Closeout reports: The Subrecipient shall submit a narrative report describing the status of the implementation of the Program and all related activities no later than February 28, 2027. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same. Additional content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline.

7. Payment

The Subrecipient will request reimbursement of funds no more frequently than monthly and no less frequently than quarterly. Such invoices will be accompanied by documentation of eligible expenses incurred.

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Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, the Subrecipient shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-426

AUTHORIZING SUBAWARD AGREEMENT WITH THE KANE COUNTY COUGARS FOR PARTNERSHIP AND UTILIZATION OF COMPOSTING AND FOOD WASTE REDUCTION FUNDS

WHEREAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHEREAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHEREAS, the County worked with partners to develop and submit a successful proposal in response to the USDA-issued Notice of Funding Opportunity for CFWR FY24 in the interest of advancing waste diversion goals stated in its approved Solid Waste Management Plan (Res and Climate Action Implementation Plan (Res); and

WHEREAS, the County Board approved a FY25 budget amendment and authorized signature of a Cooperative Agreement between the County and USDA to accept the CFWR funds on January 14, 2025 (Res 25-002); and

WHEREAS, the County Board Chairman did sign and authorize such a Cooperative Agreement on March 27, 2025; and

WHEREAS, the Kane County Cougars Baseball Club and REV Equity Ventures, LLC (collectively the “Cougars”) operate a 10,923 person capacity minor league baseball stadium, including concession stands and a catering operation that generates and disposes of a significant amount of food waste; and

WHEREAS, it aligns with Kane County sustainability goals and with the intention of the Illinois Large Event Facilities Act (P.A. 103-927, 415 ILSC 190) to divert such food waste from landfills to compost facilities; and

WHEREAS, the Cougars joined the County as a partner on its successful CFWR proposal, requesting $18,325 (Eighteen Thousand, Three Hundred and Twenty-Five Dollars) in budget and committing $4,833 (Four Thousand, Eight Hundred Thirty-Three Dollars) in non-federal matching effort.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes its chairman to enter into a subaward agreement with the Cougars in the amount of $18,325 (Eighteen Thousand, Three Hundred and Twenty-Five Dollars) of CFWR funds, to be distributed as reimbursement for eligible expenses (see Exhibit A) incurred on or after the date of final subaward signature through February 28, 2027.

Line Item: 650.670.684.50150
Line Item Description: USDA CFWR Grant, Contractual Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

EXHIBIT A

SUBRECIPIENT AGREEMENT BETWEEN THE COUNTY OF KANE AND KANE COUNTY COUGARS (UEI:)

THIS AGREEMENT, "Agreement", is entered into and made effective the date of its final execution ("Effective Date") by and between the County of Kane, a body corporate and politic organized under the lawns of the State of Illinois ("County"), and Kane County Cougars ("Subrecipient"), and governs the disbursement of United States Department of Agriculture Composting and Food Waste Reduction Grant Program funds by the County to the Subrecipient. The County and Subrecipient shall sometimes be referred to collectively as the "Parties."

WHERAS, the Composting and Food Waste Reduction cooperative agreement pilot program (CFWR) was authorized by Section 222 of the Department of Agriculture Reorganization Act of 1994, as added by Section 12302 of the Agriculture Improvement Act of 2018, 7 U.S.C. 6923; and

WHERAS, on March 22, 2021, the President of the United States signed into law the American Rescue Plan Act which included funding to United States Department of Agriculture (USDA) for the CFWR in FY24; and

WHERAS, the USDA Office of Agriculture and Innovative Production issued a Notice of Funding Opportunity (NOFO) for CFWR on June 12, 2024 (USDA-NRCS-NHQ-CFWR-24-NOFO0001412); and

WHEREAS, the County collaborated with Subrecipient to develop and submit a proposal in response to the NOFO that was reviewed and selected for funding; and

WHEREAS, the Federal Award Identification Number (FAIN) is 20257051044358, the federal awarding agency is USDA, and the CFDA number is 10.935; and

WHEREAS, the County's Scope of Work for the Cooperative Agreement with USDA includes subrecipient agreements with named project partners, including Subrecipient; and

WHEREAS, Subaward Agreements under the Cooperative Agreement are governed by 2 CFR 200.331, 2 CFR 200.332, and 2 CFR 200.333; and

WHEREAS, the purpose of this Agreement will be implemented in accordance with Exhibit A: Program Terms.

NOW, THEREFORE, the Parties mutually agree as follows:

I. TERMS & CONDITIONS

The purpose of this Agreement is to establish a legal relationship between the County and the Subrecipient to implement the County's CFWR Cooperative Agreement. The following requirements are applicable to all activities undertaken pursuant to this agreement with the portion of the CFWR that the County intends to distribute to the Subrecipient.

A. **Incorporation and Construction:** All recitals set forth above are incorporated herein and made a part hereof.

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B. Compliance with Applicable Requirements: This Agreement requires compliance with the laws and regulations of the State of Illinois and with all applicable State and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement. This Agreement also requires compliance with the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and all other applicable Federal laws and regulations.

C. Hold Harmless: The Subrecipient shall hold harmless, release, and defend the County from any and all claims, actions, suits, charges and judgments whatsoever that arise out of the Subrecipient's performance or nonperformance of the services or subject matter called for in this Agreement. The Subrecipient agrees to hold the County harmless for any evaluation and/or advice which the County provided in its application and review process as to whether requested reimbursement(s) are/were permissible uses of the funds.

D. Indemnification: The Subrecipient shall indemnify the County, its officers, agents, employees, and the Federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by the Subrecipient and/or its agents, employees or sub-contractors. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for the County. This indemnification shall include, but is not limited to, instances where the County relied upon the certification of the Subrecipient that such expenses which the Subrecipient sought to have reimbursed from the Cooperative Agreement funds were eligible and met all requirements for reimbursement, but where the Office of the Inspector General, or any other Federal person, official, or agency that is charged with the auditing and review of expenditures of the funds determines that such expenses and/or reimbursement was not permitted. In such instances, the Subrecipient agrees to indemnify, reimburse, and make whole the County for any funds which the government of the United States or its agencies seeks to, or does, recoup or collect in any manner, through litigation, by withholding other Federal funds owed to the County, or otherwise. The Subrecipient further agrees to indemnify, reimburse, or make whole the County for any penalties associated with the Federal government seeking to recoup the expended Cooperative Agreement funds that the County disbursed to the Subrecipient, including interest, attorney's fees, or any penalty provided by law. The Subrecipient shall reimburse the County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which the Subrecipient is obligated to indemnify, defend and hold harmless the County under this Agreement. The Subrecipient shall also reimburse the County for all costs, expenses, and liabilities, including but not limited to, attorney's fees, and/or auditor/auditing fees, as a result of any challenge to the eligibility of the Subrecipient's use of the payments by the Federal government.

E. Misrepresentations & Noncompliance: The Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Subrecipient's documentation, any subsequent requests for reimbursement, or any agreed-upon budget modifications are true, correct and complete, to the best of the Subrecipient's knowledge. The Subrecipient acknowledges that all such representations and information have been relied on by the County to provide funds under this Agreement. The Subrecipient shall promptly notify the County, in writing, of the occurrence of any event or any material change in circumstances which would make any of the Subrecipient representation(s) or information

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untrue or incorrect or otherwise impair the Subrecipient's ability to fulfill the Subrecipient's obligations under this Agreement.

F. Workers' Compensation: The Subrecipient shall provide Workers' Compensation Insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this Agreement.

G. Insurance: The Subrecipient shall carry sufficient insurance coverage to protect any funds provided to the Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. The Subrecipient's insurance coverage shall be adequate to satisfy the indemnification provisions set forth in this Agreement. Upon the County request, the Subrecipient shall provide a Certificate of Insurance satisfactory to the requirement of the County. If the Subrecipient is self-insured, then the Subrecipient shall maintain excess coverage over and above its self-insured retention limits.

H. Amendments: This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. The County may, in its discretion, amend this Agreement to conform with Federal, State or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties. The Parties otherwise contemplate that the terms of this Agreement shall incorporate any subsequent amendments to applicable Federal law(s) or any regulations promulgated by USDA or other Federal agency, without need for further written amendment to this Agreement. The Subrecipient agrees to adhere to any amendments any related Federal laws or regulations.

I. Suspension or Termination: The County may suspend or terminate this Agreement upon written notice if the Subrecipient materially fails to comply with any terms of this Agreement, which include, but are not limited to, the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or any such State and Federal statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;
b. Failure, for any reason, of the Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;
c. Ineffective or improper use of funds provided to the Subrecipient under this Agreement; or
d. Submission by the Subrecipient to the County reports that are incorrect or incomplete in any material respect.

If this Agreement is terminated, in whole or in part, the Parties shall comply with all close-out and post-termination requirements of this Agreement.

J. Program Fraud & False of Fraudulent Statements or Related Acts: The Subrecipient must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of the Subrecipient pertaining to any matter resulting from a contract.

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K. Debarment / Suspension and Voluntary Exclusion:

- Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 CFR Part 180 and the Department of Homeland Security's regulations at 2 CFR Part 3000 (Nonprocurement Debarment and Suspension).

- These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract must not be issued to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

L. Governing Law and Venue: This Agreement shall be interpreted under, and governed by, the laws of the State of Illinois, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in the Circuit Court of Kane County and each Party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

M. Conflict of Interest: The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

N. Term: This Agreement shall be effective upon the date of signature and shall begin on the Effective Date unless terminated pursuant to this Agreement. Any funds that are not expended by the Subrecipient at the end of the period of performance for this Agreement shall be returned to the County within 30 (thirty) days. The County is not obligated to provide the Subrecipient with reimbursements for expenses that occur beyond the Agreement period. The Subrecipient may submit a request for extension in writing to the County, at least 45 (forty -five) days prior to the expiration of this agreement. Any extension must be approved by the Kane County Board prior to the expiration of this Agreement.

O. Eligible Expenses: The Subrecipient shall only spend funds on allowable costs, as described below. The Subrecipient shall spend funds in accordance with 2 CFR Part 200. For the purposes of this Agreement, the Subrecipient is authorized to spend the funds only for the purposes set forth in Exhibit A, which is incorporated herein by reference. Exhibit A contains a description of the components of the Subrecipient's program and the eligible uses of the

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funds. The Subrecipient agrees that the sole and exclusive decision as to whether or not the Subrecipient's use of the funds is approved lies within the discretion of the County. The Subrecipient acknowledges and agrees that the County may deny the use of funds which, in the discretion of the County, is not a permitted use of CFWR. The County's approval of this Agreement does not guarantee that the Subrecipient's use of the funds will ultimately be approved by the County or by USDA. Any portion of the award that is not used for the purposes set forth in Exhibit A shall be repaid to the County.

P. Payments: Payments pursuant to this Agreement are subject to the availability of applicable Federal funding from the USDA under the CFWR Cooperative Agreement. The sole source of payments under this Agreement shall be from the County's allocation of funds from the CFWR Cooperative Agreement with USDA. The County shall not be obligated to fund or provide payments to the Subrecipient from any other source. The County shall not be obligated to provide any funds in excess of the Award Amount under this Agreement. The Subrecipient will submit financial reports to support the payment schedule and terms per Exhibit A. The Subrecipient shall not use funds for costs reimbursed or to be covered by other grants, insurance, or State or Federal sources.

Q. Record Retention: The Subrecipient shall maintain all records and supporting documents, and all records relevant to this Agreement for 5 (five) years following the end date of the Agreement. The Subrecipient agrees to cooperate with the County and will ensure that it maintains such records to allow the County to comply with any and all recordkeeping requirements under Federal or State law, or pursuant to any court order. If any litigation, claim or audit is started before the expiration of this retention period, the records must be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken. The Subrecipient is responsible for ensuring all contractors and vendors, if applicable, adhere to these records' retention requirements.

R. Internal Controls: The Subrecipient must comply with 2 CFR 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement. When requested by the County, the Subrecipient must provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the County's CFWR award.

S. Specific Conditions: The Subrecipient will comply with any and all specific conditions established by the County, in compliance with 2 CFR 200.208, which are set forth in Exhibit B. Exhibit B is incorporated herein by reference.

T. Monitoring: The County has the right to conduct monitoring consistent with 2 CFR Part 200, including but not limited to 2 CFR 200.332. The Subrecipient shall participate in monitoring activities at the request of the County. The County may take any action described in 2 CFR 200.339 in order to remedy instances of non-compliance by the Subrecipient with the Agreement terms.

U. Reporting Procedures: Per Exhibit A, the Subrecipient agrees to submit the forms, certifications, and documentation as may be required by the County which document any expense for which Subrecipient has used the funds under this Agreement. The County may request ad-hoc reports and supporting documentation in addition to a reimbursement request.

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The County may also request that the Subrecipient comply with audit requests made by USDA or any other authorized Federal agency. Such reporting and requests may include documentation of invoices, submission of payroll logs, and proof of contracts to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this Agreement and recoupment of awarded funds from the Subrecipient.

V. FOIA: The Subrecipient acknowledges that the County is a public body and agrees to participate with the County in responding to any requests for information that the County receives related to the CFWR funds pursuant to the Freedom of Information Act (5 ILCS 140/1 et seq.). The Subrecipient shall provide any documents requested by the County in a timely fashion to allow the County to comply with the requirements of the Freedom of Information Act.

W. Notices: Any and all notices, which may be required hereunder by any Party to the other Party, shall be executed by either personal delivery in writing or by mail, registered and certified, postage pre-paid with a return receipt requested. The Subrecipient agrees to keep the County informed of any change in business and/or mailing addresses, as well as telephone, facsimile, email, or any other relevant means of contact and communication. Mailed notices must be addressed to the Parties at the address below:

i. County: Kane County Recycling Program Coordinator
Kane County Government Center
719 S. Batavia Avenue, Building A
Geneva, Illinois, 60134

ii. Subrecipient: Attn: Curtis Haug/General Manger
Northwestern Medicine Field
34W002 Cherry Lane
Geneva, Illinois, 60134

II. SEVERABILITY
If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

III. WAIVER
The County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of the County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

IV. CERTIFICATION
The Subrecipient certifies the funds awarded pursuant to this Agreement shall be used only for the purposes described in Exhibit A. The Subrecipient acknowledges that this Agreement is made solely upon this certification and that any false statements, misrepresentations, or material omissions shall be the basis for immediate termination of this Agreement and repayment of all funds distributed under this Agreement. Costs that have been or shall be submitted for reimbursement have not been reimbursed by other sources of funding.

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V. SUBAWARD INFORMATION
The Federal Award associated with this Agreement is as follows:
Unique Identifier:
CFDA Number: 10.935
Assistance Listing Title: Urban Agriculture and Innovative Production Grants Program (UAIP)
Federal Award Identification Number (FAIN): 20257051044358
Federal Award Date to County: March 1, 2025
Award is for Research & Development: No
Period of Performance Start and End Date: Effective Date through February 28, 2027
Budget Period: The timeframe for spending is Effective Date through February 28, 2027
Award Amount: Total obligation under this Agreement is: $18,325
Non-Federal Match: Total match that will be documented under this Agreement is: $4,833
Contact for Program: Submit inquiries and questions to recycle@kanecountyil.gov

VI. ENTIRE AGREEMENT
This Agreement constitutes the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of the funds to the Subrecipient. This Agreement is subject to availability of funds under CFWR. The County has no legal requirement to provide funding to any Subrecipient.

VII. SIGNATURE AUTHORITY
The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the Subrecipient. Note: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Subrecipient must be attached to the Agreement for review by Kane County. The following signatory on behalf of the County has been authorized to execute this Agreement by resolution of the Kane County Board or authorized committee thereof.

IN WITNESS WHEREOF, the Parties hereto have caused their duly authorized representatives to execute this Agreement on the dates hereafter set forth below.

Subrecipient:
Signed:
Its Duly Authorized Agent
Printed Name:
Title:
Date:

County of Kane
Signed:
Its Duly Authorized Agent
Printed Name: Corrine Pierog
Title: Chairman, Kane County Board
Date:

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Exhibit A: Program Terms

1. Program Description: In recognition of the contributions made by food waste generated in Kane County to both total landfill tonnage and methane gas produced by landfills, as described in both the Kane County Solid Waste Plan (2020) and the Kane County Climate Action Implementation Plan (2024), the Kane County Division of Environmental and Water Resources applied for Composting and Food Waste Reduction Grant Program funds to divert food waste generated by large food-handling institutions in the County to composting or anaerobic digestion facilities. Institutions, including the Subrecipient, were named as partners in the grant application and were allocated funding in the approved grant budget.

Subrecipient operates a minor league baseball stadium with a maximum capacity of 10,923 and a seasonal attendance of roughly 350,000. Subrecipient operates concession stands for food and beverage during home games and also has a catering department the provides food and beverage to private events on-site.

The Subrecipient will use sub-awarded funds to initiate separated food waste collection in "back of house" areas of facility where food is prepared and where catering trays are collected and emptied following catered events.

The Subrecipient was allocated $18,325 (Eighteen Thousand, Three Hundred and Twenty-Five Dollars) in the County's CFWR budget for supplies and professional services necessary to implement food waste separation, transportation and processing. The Subrecipient committed $4,833 (Four Thousand Eight Hundred and Thirty-Three Dollars) of non-federal in-kind project support. This match will be provided through staff time to separate food waste and prepare it for collection.

2. Purpose of Award: The purpose of this project is improved landfill diversion of food waste originating at large food-handling institutions in Kane County to compost or anaerobic digestion facilities.

3. Eligible Costs: : The Subrecipient is authorized to seek reimbursement from the County for eligible expenses in an amount not to exceed $18,325 (Eighteen Thousand, Three Hundred and Twenty-Five Dollars). The Subrecipient agrees to seek reimbursement for eligible expenses incurred from the date of execution of this Agreement through February 28, 2027. "Eligible costs" under this Agreement is the procurement supplies necessary to separate food waste and prepare it for collection, and the procurement of professional services for the transportation and processing of food waste such that food waste is composted at a permitted composting facility or anaerobically digested with recovery of methane gas. Transportation of food waste to a landfill and landfill tipping fees are not Eligible Costs. Subrecipient is required to provide documentation that food waste is composted or digested, either via an agreement between the Subrecipient and its selected waste hauler or through documentation from a food waste processor. The Subrecipient shall seek reimbursement of eligible costs under this Agreement that were incurred after the execution of this Agreement and have not been reimbursed under another source of financial assistance. The County maintains the sole and exclusive decision over whether costs submitted by the Subrecipient for reimbursement are eligible under this Agreement.

4. Documentation of Match: The Subrecipient has pledged $4,833 (Four Thousand Eight Hundred and Thirty-Three Dollars) of non-federal in-kind project support during the performance period of the USDA Cooperative Agreement (March 1, 2025 – February 28, 2027). The Subrecipient shall provide documentation to the County of match contributions as they occur, with all match documented no later than February 28, 2027. The County Recycling Coordinator will track expenditures and match documentation and may withhold invoice payments to maintain a fund balance in excess of the balance of undocumented match.

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5. Performance Measures: The County may request additional information from the Subrecipient as needed to measure performance under this Agreement.

6. Required Reporting:

a. Programmatic reports: Subrecipient shall provide a narrative report of first year program activities to recycle@kanecountyil.gov no later than February 28, 2026. Content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline. At the County's request, the Subrecipient shall submit additional programmatic reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program.

b. Financial reports: At the County's request, the Subrecipient shall submit financial reports to facilitate any requirements under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements, which are published in Title 2, Part 200 of the Code of Federal Regulations (2 CFR Part 200), and any supporting documentation related to this Agreement and the Subrecipient's implementation of the Program. Financial reports shall describe the expenditures related to this Agreement. The Subrecipient's accounting and financial management system shall be sufficient to permit the preparation of financial reports required in connection with this Agreement and the tracing of funds to a level of expenditure adequate to establish that such funds have been used pursuant to the terms of this agreement.

c. Closeout reports: The Subrecipient shall submit a narrative report describing the status of the implementation of the Program and all related activities no later than February 28, 2027. The closeout report shall further include an accounting of all costs and expenses incurred by the Subrecipient and such other information as the County deems necessary to facilitate closeout of this Agreement and permit the County to meet all of its obligations and requirements under the same. Additional content guidance for this report will be provided by the County Recycling Program Coordinator at least 30 days prior to the deadline.

7. Payment

The Subrecipient will request reimbursement of funds no more frequently than monthly and no less frequently than quarterly. Such invoices will be accompanied by documentation of eligible expenses incurred.

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Exhibit B: Specific Conditions

1. Per 2 C.F.R. 200.208, the Subrecipient shall comply with the following Specific Conditions under this Agreement:

The County retains the right to impose specific conditions, as needed.

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RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Subaward Agreement with the Kane County Cougars for Parnership and Utilization of Composting and Food Waste Reduction Funds

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

Contact:
Clair Ryan, ryanclair@kanecountyil.gov, 630-208-3841

Budget Information:

Was this item budgeted? Y (budget amendment)	Appropriation Amount: $5,150 in FY25 budget (remainder of subaward to be budgeted in subsequent fiscal years)
If not budgeted, explain funding source: USDA grant to County	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution authorizes a subaward of $18,325 to the Kane County Cougars (or REV Equity Ventures, LLC, as the Cougars' majority equity interest and operator) under the USDA Composting and Food Waste Reduction Cooperative Agreement signed between USDA and Kane County. The Cougars will use the funding to procure the supplies and services necessary to collect food waste generated by its concessions and catering operations in back-of-house locations, and to transport that waste to a composting or anaerobic digestion facility, thus diverting such waste from landfill disposal. This activity is in alignment with the goals of the County's Solid Waste Management Plan and Climate Action Implementation Plan. The period of performance will begin on the date of agreement signature and continue through February 28, 2027, spanning three County fiscal years. The Cougars will document $4,833 in non-federal in-kind match towards the project.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-493

AUTHORIZING BUDGET ADJUSTMENT FOR THE LEAD POISONING PREVENTION AND RESPONSE GRANT

WHEREAS, grant activities and information regarding how they will serve as a designated delegate agency for the purpose of implementing the provisions of the Lead Poisoning Prevention Act [410 ILCS 45/1] and the Lead Poisoning Prevention Code (77 Ill. Adm. Code, Part 845) and provide the following services and act in compliance with all state and federal statutes and administrative rules applicable to the provision of services pursuant to this grant; and

WHEREAS, Case management for children (ages 0-15) and pregnant persons identified with a confirmed blood lead level at or greater than 5 micrograms per deciliter from July 1 - December 31, 2024, and at or greater than 3.5 micrograms per deciliter starting January 1, 2025, using the appropriate, available case management services and Department guidelines; and

WHEREAS, the Lead Poisoning Prevention and Response Grant outcomes are a decrease to a manageable level in the identified child's elevated blood lead level through interventions into the causes of the lead poisoning. The purchase of SciAps X-550 Pb HUD/EPA Lead Paint Analyzer - W provides Health department staff the ability test for lead paint, which improves the timeliness of receiving the test results. The $24,675.00 cost of the equipment is fully funded by the grant.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board thereof is hereby authorized to approve the purchase of the SciAps X-550 Pb HUD/EPA Lead Paint Analyzer-W from SciAps, Inc.

Line Item: 350.580.605.70120
Line Item Description: Special Purpose Equipment
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes.
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes.
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Budget Adjustment for the Lead Poisoning Prevention and Response Grant

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

Contact:
Michael Isaacson, 630.208.3140

Budget Information:

Was this item budgeted? No.	Appropriation Amount: $24,675.00
If not budgeted, explain funding source: Lead Poisoning Prevention and Response Grant	
Was this item passed through the appropriate committee? Yes.	

Summary:

This resolution authorizes the Health Department to purchase of SciAps X-550 Pb HUD/EPA Lead Paint Analyzer – W provides Health department staff the ability test for lead paint, which improves the timeliness of receiving the test results. The $24,675.00 cost of the equipment is fully funded by the grant. Case management for children (ages 0-15) and pregnant persons identified with a confirmed blood lead level at or greater than 5 micrograms per deciliter from July 1 - December 31, 2024, and at or greater than 3.5 micrograms per deciliter starting January 1, 2025, using the appropriate, available case management services to decrease to a manageable level in the identified child's elevated blood lead level through interventions into the causes of the lead poisoning.

BUDGET ADJUSTMENT FOR THE LEAD POISONING PREVENTION AND RESPONSE GRANT

Account Number	Description	Amount
350.580.605.70120	Special Purpose Equipment	24,675.00
350.580.581.40000	Salaries & Wages	-21,917.00
350.580.605.60010	Commodities	-2,758.00

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-514

EMERGENCY APPROPRIATION FOR TRANSFER OF FUNDS FROM THE RECOVERY ZONE BOND DEBT SERVICE FUND #622 TO THE PASADENA DRIVE SPECIAL BILLING AREA SW48 #5311

WHEREAS, Pasadena Drive Special Billing Area SW48 Fund #5311 had transferred $2,572 in FY 2023 and $2,572 in FY 2024 to the Recovery Zone Bond Debt Service Fund #622; and

WHEREAS, it has been determined that the FY 2023 and FY 2024 transfers from the Pasadena Drive Special Billing Area SW48 Fund #5311 to the Recovery Zone Bond Debt Service Fund #622 were no longer required for debt service and the monies should have remained in the Pasadena Drive Special Billing Area Fund #5311 to be used for emergency funding of repairs and maintenance; and

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that $5,144 be transferred from Fund #622 - Recovery Zone Bond Debt Service Fund #622 to the Pasadena Drive Special Billing Area SW48 Fund #5311, and that the appropriation adjustments and related cash transfers listed below be made to the FY 2025 budget.

Amount	Account Number	Description
$5,144.00	5311.690.000.39622	Transfer from Fund #622
$5,144.00	5311.690.7411.89000	Addition to Fund Balance
$5,144.00	622.760.766.995311	Transfer to Fund #5111
$5,144.00	622.760.000.39900	Fund Balance Utilization

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

Passed by the Kane County Board on May 13, 2025.

_____
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

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

Vote:

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No.
Emergency Appropriation for Transfer of Funds from the Recovery Zone Bond Debt Service Fund #622 to the Pasadena Drive Special Billing Area SW48 #5311

Committee Flow: Finance and Budget Committee, Executive Committee, County Board
Contact: Kathleen T Hopkinson 630-208-5132

Budget Information:

Was this item budgeted? No	Appropriation Amount: $5,144
If not budgeted, explain funding source: Transfer of monies between funds	
Was this item passed through the appropriate committee? Yes	

The Pasadena Drive Special Billing Area SW48 Fund #5311 had transferred $2,572 in FY 2023 and $2,572 in FY 2024 to the Recovery Zone Bond Debt Service Fund #622, and it has been determined that the transfers were not required and the monies should have remained in the Pasadena Drive Special Billing Area Fund #5311 to be used for the subdivision's emergency funding of repairs and maintenance. This resolution requests that the County Board approve transferring the $5,144 in monies back to the Pasadena Drive Special Billing Area SW 48.

:

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director

Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Environmental Management
Date	April 14, 2025
Fund	Fund 622 and Fund 5311
Category (*Personnel Services, Contractual Services, Commodities, or Capital*)	Transfers
Increase or Decrease	Increase
Amount	$5,411

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)
The Pasadena Drive Special Billing Area SW48 Fund #5311 had transferred $2,572 in FY 2023 and $2,572 in FY 2024 to the Recovery Zone Bond Debt Service Fund #622, and it has been determined that the transfers were not required and the monies should have remained in the Pasadena Drive Special Billing Area Fund #5311 to be used for the subdivision's emergency funding of repairs and maintenance. This resolution requests that the County Board approve transferring the $5,144 in monies back to the Pasadena Drive Special Billing Area SW 48.

Submitted by
Signature of Elected Official or Department Executive Director

Kathleen Hopkinson Date 4-16-25

Category	Account	Approved Budget	Debit	Credit
Transfer from Fund #622	5311.690.000.39622			$5,144.00
Addition to Fund Balance	5311.690.7411.89000		$5,144.00	
Transfer to Fund #5111	622.760.766.995311		$5,144.00	
Fund Balance Utilization	622.760.000.39900			$5,144.00

Reviewed by
Emergency Appropriation has been reviewed by Finance Department

Executive Director [signature] Date 4/15/25

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-347

AMENDING KANE COUNTY FINANCIAL POLICIES RELATED TO TRAVEL

WHEREAS, the Local Government Travel Expense Control Act (50 ILCS 150/1 et seq.) permits local public agencies to regulate the reimbursement of travel, meal, and lodging expenses for officers and employees (50 ILCS 150/10); and

WHEREAS, the Local Government Travel Expense Control Act provides that certain documentation must be submitted before such expenses may be approved (50 ILCS 150/20); and

WHEREAS, the Local Government Travel Expense Control Act also provides that county board member expenses may only be approved by roll call vote at an open meeting of the county board (50 ILCS 150/15); and

WHEREAS, the Kane County Code, Section 2-72: Travel Expenses Generally, provides for reimbursement for the expenses of county chairperson and county board members; and

WHEREAS, it is necessary to amend section (f) of the Kane County Financial Policies, Travel Policy, to include an approval process and additional limitations for county chairperson and county board members outlined in Exhibit A.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the revision to the Kane County Financial Policies, Travel Policy, attached as Exhibit A, is hereby approved.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

Kane County Financial Policies	Travel Policy
	Amended by the County Board: Res. 24-277, July 9, 2024

TRAVEL POLICY

1. Authorization; Schedule: Reimbursement for expenses of county board members, elected officials and county employees traveling on county business shall be authorized and paid in accordance with the following unless otherwise provided for by State Statute:

Overnight and Multi-Day Travel

a) Permitted Rates:

i. *Transportation***:**

a. Private Auto: *With prior supervisor approval Employee* travel on County business by private auto is reimbursable at the IRS mileage rate. Mileage allowance is to compensate traveler for gas, oil, insurance and normal vehicle operating expenses. *There is no mileage reimbursement for the trip from home to each employee's assigned workplace, which is defined as commutation mileage.* Where private auto is used on out of town trips, the mileage allowance is not to exceed the related cost of coach airfare. Travelers attending the same conference or seminar should car pool. *County vehicles should be used whenever possible. Only reimbursement for out of pocket expenses when a private vehicle is used. Travelers using their personal vehicle must carry auto insurance equivalent to that maintained on county vehicles and must show evidence that their policy is in force.*

b. Airfare Or Train: The actual cost, not to exceed coach air fare. Private airplane at private auto mileage rate but not to exceed the related cost of coach airfare. Airfare shall normally assume seven (7) day advance purchase and non-cancelable basis. Internet bookings should be used when available as the lowest possible air fare for the destination. Exceptions must be explained and approved by the elected official or department head.

c. Mode: All travel by the most economical mode of transportation available.

d. Rental Vehicles for county business: The actual cost for use of the vehicle, which includes gas, taxes, optional insurance coverage and any other fees imposed by the rental agency. When a vehicle is used for both business and personal purposes, there must be a daily allocation with personal usage being

paid by the employee. Vehicle must be an automobile with a classification not to exceed that which is required by the county function for which the vehicle is being used by the employee. If the employee selects a vehicle classification that exceeds that which is required by the county function, the differential cost shall be paid by the employee.

ii. Reserved:

iii. Meals:

Per diem for each day during which County personnel are performing official business, which includes the day of departure and day of arrival. Per diem allocation on arrival and departure date depends upon meals consumed at out-of-town travel destination. The amount per day for breakfast, lunch and dinner is established by the Human Service Committee and approved by the County Board. Communication to employees is by the county auditor after County Board approval. The daily per diem will be reduced by meals included in conference registration or included in lodging costs.

iv. Lodging:

Actual cost of a room with a maximum double occupancy capacity at the facility where the seminar or conference is being held. The County will not reimburse for more than the conference rate, if a conference rate is available. When rooms are not available at this facility, room reservations are permitted at a nearby facility with comparable room rates. For other business trips, actual cost of a room at a facility location convenient to the business nature of the trip. Actual cost includes all applicable taxes. Travelers are encouraged but not required to share lodging accommodations. Receipts are necessary to support actual cost. Non seminar/conference lodging rates are reimbursable up to the GSA CONUS per diem lodging rate applicable to the location plus 20%. GSA CONUS per diem rates are available at www.gsa.gov and a printout of the applicable per diem rate page should be submitted with the PEV.

v. e. Other allowed and disallowed expenses:

Taxi / Limo fares, tolls and parking fees. Not allowable are parking and / or traffic tickets, towing charges for removal from illegal parking zones. Not allowable are entertainment, movie rentals, personal phone calls, alcoholic beverages and tips in excess of twenty percent (20%) of the meal and beverage cost. Tips are not allowed for per diems and meals included in the conference and or seminar cost.

Local Travel

b) Permitted Rates:

i. Transportation:

Private Auto: with prior supervisor approval, employee travel on county business by private auto is reimbursable at the IRS mileage rate which is communicated to employees by the County Auditor. Mileage allowance is to compensate traveler for gas, oil insurance and normal vehicle operating expenses. There is no mileage reimbursement for the trip from home to each employee's assigned workplace, which is defined as commutation mileage. When the duties of the employee require travel from the employee's primary worksite to another worksite, mileage driven in private auto will be reimbursed at the internal revenue service rate. Travelers attending the same conference should carpool. County vehicles should be used whenever possible. Only reimbursement for out of pocket expenses when a private vehicle is used. Travelers using their personal vehicle must carry auto insurance equivalent to that maintained on county vehicles and must show evidence that their policy is in force.

ii. Meals:

Meal cost reimbursement must not exceed the per diem for the meal and will be reduced for meals included in registration fees. Employees traveling locally on County business will not be reimbursed for meal cost unless reimbursement is required by an applicable collective bargaining agreement or the elected official/department head agrees (as indicated by their approval of the request) that the circumstances related to the travel (such as time limitations or conditions) prevented the employees from providing the meal they normally would have provided for themselves at their workplace. Exceptions for grant funded programs, collective bargaining agreements and other special circumstances require the approval of the elected official or department head.

iii. Guests:

Actual cost of meals, receipts necessary. Business purpose only. Guests do not include elected officials, appointed officials and other county employees.

iv. Department meetings and events:

No county reimbursement for refreshments unless there is at least one guest in attendance who is not a county employee. No reimbursement for mileage to and

from the meeting or event without prior department head approval.

v. Other allowed and disallowed expenses:

Taxi/limo fares, tolls and parking fees. Not allowable are parking and/or traffic tickets, towing charges for removal from illegal parking zones, laundry, entertainment, movie rentals, personal phone calls, alcoholic beverages and tips in excess of twenty percent (20%) of the meal and beverage cost. Tips are not allowed for per diems and meals included in the conference and/or seminar cost.

c) Required Documentation:

i. All travel reimbursement claims must be documented on a personal expense voucher:

a. Purpose of the trip including reason for expenses, dates and places.
b. Traveler identification including names of people and their business affiliation at meals along with the reason they are being entertained.
c. Meal tickets when guests are being entertained.
d. Approval by an employee's supervisor or other designated party and submitted to the Auditor's office along with supporting documentation within sixty (60) days of the travel date. Reimbursable expenses that have been incurred in the last quarter of the fiscal year must be submitted for reimbursement prior to the assigned closing date in December.
e. Overnight and Multiday travel on personal expense voucher must also include the attachment of motel/hotel bills, train/ plane tickets and auto rental bills.
f. Travel expense policy is administered by and any exceptions must be approved by the auditor.

d) Reimbursement:

i. Reimbursement of expenses shall include per diem payments, fees, mileage, airfare / train tickets, meals, and any other county business expenses.

ii. Travel expenses eligible for reimbursement by a non- county entity should be reimbursed by this separate entity. No travel expenses are to be reimbursed by more than one source. The Kane County Ethics regulation must be observed at all times.

iii. If a person who has received reimbursement from the county receives any reimbursement from any other source, any such other reimbursement must be submitted to the county treasurer.

iv. It is the duty of the person seeking reimbursement for expenses to obtain and provide all documentation requested by the county auditor. Reimbursement will be withheld until requested documentation is provided.

v. The duty to provide documentation shall be of a continuing nature and shall not terminate once the county has paid the submitted claim.

vi. Failure to comply with the requirements of this policy will be referred to the State's Attorney for disposition.

vii. County government credit cards can be used for county business travel expenses. Unauthorized usage or a history of lost credit cards will result in a forfeiture of credit card privileges.

e) Arbitration:

i. Any dispute between the traveler and the auditor will be submitted to and resolved by the county board chairman. (Ord. 94-118, 5-10-1994, eff. 12-1-1994; Ord. 96-265, 10-8-1996; Ord. 97-256, 9-9-1997; Ord. 01-230, 7-10-2001; Ord. 03-255, 8-12-2003; Ord. 07-78, 3-13-2007; Res. 07-338, 10-9-2007)

ii. Elected Officials adopting their office policy must have a policy which is at least as restrictive as the County policy. A copy of the elected official's policy must be submitted to the County Auditor. Any dispute between the traveler and the auditor will be submitted to and resolved by the county elected official.

f) Required Approval:

i. For County employees under a department head or elected official: Approval by the department head or elected official, or his/her designee must be submitted to the Auditor's office along with supporting documentation within sixty (60) days of the travel date. Reimbursable expenses that have been incurred in the last quarter of the fiscal year must be submitted for reimbursement prior to the assigned closing date in December.

ii. For County Board Members and the County Board Chairman: Expenses for travel within Kane County will not be reimbursed.

iii. For County Board Members and the County Board Chairman: Travel expenses for travel outside of Kane County for purposes that benefit Kane County Government or its residents may be reimbursed subject to the following provisions:

a. Travel Purpose and Evaluation Form must be completed summarizing the experience and its benefit to Kane County.

b. Travel expenses in excess of $300 total for a single purpose may be

reimbursed subject to prior approval as follows:

1. Prior to travelling, Board Members and the Chairman of the Board must submit to the home committee with jurisdiction over the subject matter a Travel Purpose and Evaluation form with the purpose completed along with a reasonable estimate of the total expenses for the purpose. If the committee with jurisdiction over the subject matter deems the estimated expenses are a suitable use of County funds for the purpose provided, they shall approve the purpose and estimated expenses up to a maximum allowable amount for the purpose. If it is not clear which committee has jurisdiction over the subject matter, or if the traveler is the chair of said committee, such travel shall be pre-approved by the Executive Committee.
2. Approval must be made by roll call vote of the approving committee.
3. Committee Chairperson shall sign the Travel Purpose and Evaluation form indicating committee approval.

iv. Following travel, County Board members and the County Board Chairman must submit the Travel Purpose and Evaluation Form, personal expense voucher, and any supporting documentation to the County Board Office for entry into New World or other similar software for the Auditor's Office for review. The Auditor's Office will advise the County Board Office or the Finance Department if adjustments to the request are recommended.

v. In accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., (the "Travel Expense Control Act"), all reimbursements for travel, meals and lodging of County Board members and County Board Chairman must be approved by a roll call vote of the County Board. Such reimbursement requests should be advanced through the Finance Committee and the Executive Committee before submission to the County Board for approval.

vi. In accordance with the Travel Expense Control Act, all reimbursements for travel, meals and lodging that exceed the maximum amounts allowed under this policy – including those incurred or approved by an elected official – must be approved by a roll call vote of the County Board. Such reimbursement requests should be advanced through the Standing Committee to which the department head or elected official makes reports, the Finance Committee, and the Executive Committee before submission to the County Board for approval.

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Amending Kane County Financial Policies Related to Travel

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

Contact:
Cliff Surges, 630.444.1221

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution is amending the Kane County Financial Policies, Travel Policy, to include an approval process and additional limitation for County Board members outlined in Exhibit A.

Kane County Travel Purpose and Evaluation Form

Participant:

Travel Date:

Event or meeting attended:

Name/host of the meeting:

Purpose and Benefit to Kane County:

Following travel, please rate the value of this experience to help determine if others may benefit from future meetings: (1 being the lowest and 10 the highest)

◯1 ◯ 2◯ 3◯ 4◯ 5◯ 6◯ 7◯ 8◯ 9◯ 10

Explain the rating above:

Kane County Financial Policies	Travel Policy
	Amended by the County Board: Res. 24-277, July 9, 2024

TRAVEL POLICY

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b. Airfare Or Train: The actual cost, not to exceed coach air fare. Private airplane at private auto mileage rate but not to exceed the related cost of coach airfare. Airfare shall normally assume seven (7) day advance purchase and non-cancelable basis. Internet bookings should be used when available as the lowest possible air fare for the destination. Exceptions must be explained and approved by the elected official or department head.

c. Mode: All travel by the most economical mode of transportation available.

d. Rental Vehicles for county business: The actual cost for use of the vehicle, which includes gas, taxes, optional insurance coverage and any other fees imposed by the rental agency. When a vehicle is used for both business and personal purposes, there must be a daily allocation with personal usage being

paid by the employee. Vehicle must be an automobile with a classification not to exceed that which is required by the county function for which the vehicle is being used by the employee. If the employee selects a vehicle classification that exceeds that which is required by the county function, the differential cost shall be paid by the employee.

ii. Reserved:

iii. Meals:

Per diem for each day during which County personnel are performing official business, which includes the day of departure and day of arrival. Per diem allocation on arrival and departure date depends upon meals consumed at out-of-town travel destination. The amount per day for breakfast, lunch and dinner is established by the Human Service Committee and approved by the County Board. Communication to employees is by the county auditor after County Board approval. The daily per diem will be reduced by meals included in conference registration or included in lodging costs.

iv. Lodging:

Actual cost of a room with a maximum double occupancy capacity at the facility where the seminar or conference is being held. The County will not reimburse for more than the conference rate, if a conference rate is available. When rooms are not available at this facility, room reservations are permitted at a nearby facility with comparable room rates. For other business trips, actual cost of a room at a facility location convenient to the business nature of the trip. Actual cost includes all applicable taxes. Travelers are encouraged but not required to share lodging accommodations. Receipts are necessary to support actual cost. Non seminar/conference lodging rates are reimbursable up to the GSA CONUS per diem lodging rate applicable to the location plus 20%. GSA CONUS per diem rates are available at www.gsa.gov and a printout of the applicable per diem rate page should be submitted with the PEV.

v. e. Other allowed and disallowed expenses:

Taxi / Limo fares, tolls and parking fees. Not allowable are parking and / or traffic tickets, towing charges for removal from illegal parking zones. Not allowable are entertainment, movie rentals, personal phone calls, alcoholic beverages and tips in excess of twenty percent (20%) of the meal and beverage cost. Tips are not allowed for per diems and meals included in the conference and or seminar cost.

Local Travel

b) Permitted Rates:

i. Transportation:

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iii. Guests:

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c) Required Documentation:

i. All travel reimbursement claims must be documented on a personal expense voucher:

a. Purpose of the trip including reason for expenses, dates and places.
b. Traveler identification including names of people and their business affiliation at meals along with the reason they are being entertained.
c. Meal tickets when guests are being entertained.
d. Approval by an employee's supervisor or other designated party and submitted to the Auditor's office along with supporting documentation within sixty (60) days of the travel date. Reimbursable expenses that have been incurred in the last quarter of the fiscal year must be submitted for reimbursement prior to the assigned closing date in December.
e. Overnight and Multiday travel on personal expense voucher must also include the attachment of motel/hotel bills, train/ plane tickets and auto rental bills.
f. Travel expense policy is administered by and any exceptions must be approved by the auditor.

d) Reimbursement:

i. Reimbursement of expenses shall include per diem payments, fees, mileage, airfare / train tickets, meals, and any other county business expenses.

ii. Travel expenses eligible for reimbursement by a non- county entity should be reimbursed by this separate entity. No travel expenses are to be reimbursed by more than one source. The Kane County Ethics regulation must be observed at all times.

iii. If a person who has received reimbursement from the county receives any reimbursement from any other source, any such other reimbursement must be submitted to the county treasurer.

iv. It is the duty of the person seeking reimbursement for expenses to obtain and provide all documentation requested by the county auditor. Reimbursement will be withheld until requested documentation is provided.

v. The duty to provide documentation shall be of a continuing nature and shall not terminate once the county has paid the submitted claim.

vi. Failure to comply with the requirements of this policy will be referred to the State's Attorney for disposition.

vii. County government credit cards can be used for county business travel expenses. Unauthorized usage or a history of lost credit cards will result in a forfeiture of credit card privileges.

e) Arbitration:

i. Any dispute between the traveler and the auditor will be submitted to and resolved by the county board chairman. (Ord. 94-118, 5-10-1994, eff. 12-1-1994; Ord. 96-265, 10-8-1996; Ord. 97-256, 9-9-1997; Ord. 01-230, 7-10-2001; Ord. 03-255, 8-12-2003; Ord. 07-78, 3-13-2007; Res. 07-338, 10-9-2007)

ii. Elected Officials adopting their office policy must have a policy which is at least as restrictive as the County policy. A copy of the elected official's policy must be submitted to the County Auditor. Any dispute between the traveler and the auditor will be submitted to and resolved by the county elected official.

f) Required ~~County Board~~ Approval:

i. For County employees under a department head or elected official: Approval by the department head or elected official, or his/her designee must be submitted to the Auditor's office along with supporting documentation within sixty (60) days of the travel date. Reimbursable expenses that have been incurred in the last quarter of the fiscal year must be submitted for reimbursement prior to the assigned closing date in December.

ii. For County Board Members and the County Board Chairman: Expenses for travel within Kane County will not be reimbursed.

iii. For County Board Members and the County Board Chairman: Travel expenses for travel outside of Kane County for purposes that benefit Kane County Government or its residents may be reimbursed subject to the following provisions:

a. Travel Purpose and Evaluation Form must be completed summarizing the experience and its benefit to Kane County.

b. Travel expenses in excess of $300 total for a single purpose may be

reimbursed subject to prior approval as follows:

1. Prior to travelling, Board Members and the Chairman of the Board must submit to the home committee with jurisdiction over the subject matter a Travel Purpose and Evaluation form with the purpose completed along with a reasonable estimate of the total expenses for the purpose. If the committee with jurisdiction over the subject matter deems the estimated expenses are a suitable use of County funds for the purpose provided, they shall approve the purpose and estimated expenses up to a maximum allowable amount for the purpose. If it is not clear which committee has jurisdiction over the subject matter, or if the traveler is the chair of said committee, such travel shall be pre-approved by the Executive Committee.
2. Approval must be made by roll call vote of the approving committee.
3. Committee Chairperson shall sign the Travel Purpose and Evaluation form indicating committee approval.

~~i. In accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., (the "Travel Expense Control Act"), all reimbursements for travel, meals and lodging of County Board members and County Board Chairman must be approved by a roll call vote of the County Board. Such reimbursement requests should be advanced through the Finance Committee and the Executive Committee before submission to the County Board for approval.~~

iv. Following travel, County Board members and the County Board Chairman must submit the Travel Purpose and Evaluation Form, ~~will, before presenting a reimbursement for expenses through the committee process, submit the~~ personal expense voucher, and any supporting documentation~~,~~ to the County Board Office for entry into New World or other similar software for the Auditor's Office for review. The Auditor's Office will advise the County Board Office or the Finance Department if adjustments to the request are recommended.

v. In accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., (the "Travel Expense Control Act"), all reimbursements for travel, meals and lodging of County Board members and County Board Chairman must be approved by a roll call vote of the County Board. Such reimbursement requests should be advanced through the Finance Committee and the Executive Committee before submission to the County Board for approval.

~~v.~~vi. In accordance with the Travel Expense Control Act, all reimbursements for travel, meals and lodging that exceed the maximum amounts allowed under this policy – including those incurred or approved by an elected official – must be approved by a roll call vote of the County Board. Such reimbursement requests should be advanced through the Standing Committee to which the department head or

elected official makes reports, the Finance Committee, and the Executive Committee before submission to the County Board for approval.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. TMP-25-513

ORDINANCE - RESERVE POLICY FOR GENERAL FUND - GENERAL ACCOUNT

WHEREAS, Kane County Financial Policies, Section 17 - Reserve Policies, #1 - Objectives by fund state, “It shall be the intent of the County to set objectives for the Corporate, Enterprise Surcharge and Enterprise General Funds with regard to reserve policies. The County shall set reserves at a minimum of 3 months operating expenditures in the Corporate Fund”; and

WHEREAS, the County Board intends to create an Ordinance that will set the reserves at a minimum of 3 months operating expenditures in the Corporate Fund (General Fund - General Account - Fund #001); and

WHEREAS, the reserve amount be calculated as 3 months of the current year total budgeted expenditures of the General Fund - General Account, to be adjusted with each budget amendment; and

WHEREAS, if the General Fund - General Account does not have sufficient reserves to maintain at least 3 months operating expenditures in reserves, the Finance Department is directed to transfer monies from the General Fund - Special Reserve Account #112; and

WHEREAS, if the General Fund - Special Reserve Account #112 does not have sufficient monies to transfer to the General Fund - General Account, no further budget amendments increasing the budgeted expenditures of the General Fund - General Account will be approved by the County Board; and

WHEREAS, the County Board should be kept notified of the reserve balances in the General Fund - General Account and the General Fund - Special Reserve Account, these two fund balance amounts will be required to be reported in the monthly report provided to the County Finance and Budget Committee by the Executive Director of Finance; and

WHEREAS, the County Board shall not adopt an annual budget and appropriation for the General Fund - General Account wherein less than 3 months of reserves would remain at the end of that fiscal year budget.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that the General Fund - General Account - Fund #001 maintain a reserve of a minimum of 3 months of operating expenditures.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No.
Ordinance – Reserve Policy for General Fund – General Account

Committee Flow: Finance and Budget Committee, Executive Committee, County Board
Contact: Corinne Pierog, 630.444-1191

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	
Was this item passed through the appropriate committee? Yes	

The Kane County Financial Policies, Section 17 – Reserve Policies, #1 - Objectives by fund state, "It shall be the intent of the County to set objectives for the Corporate, Enterprise Surcharge and Enterprise General F`unds with regard to reserve policies. The County shall set reserves at a minimum of 3 months operating expenditures in the Corporate Fund.". The County Board is asked to consider moving this County financial policy to Ordinance status.

General Fund components
The County's "General Fund" is composed of six (6) sub-accounts as follows:

- ***#001*** - General "Corporate" Account Fund – this account is the County's primary operating fund. It is used to account for and report all financial resources not accounted for and reported in another fund
- ***#112*** - Special Reserve Account Fund – established by Resolution 13-87 to set aside reserves
- ***#223*** - States Attorney's Office Domestic Violence Account Fund – States Attorney program
- ***#400*** - Economic Development Account Fund – Development program
- ***#405*** - Cost Share Drainage Account Fund – Environmental Management program
- ***#601*** - Public Building Commission Account Fund – resources set aside for debt service as well as less than $1,000 remaining for Public Building Commission

The General "Corporate" Account #001 is the Fund that houses the bulk of County Operations including the Sheriff, States Attorney, Court Services, etc.

Governmental Accounting Standards Board reporting requirements
It is due to a Governmental Accounting Standards Board Statement, *No. 54, Fund Balance Reporting and Governmental Fund Type Definitions* that Funds 112, 223, 400, 405, and 601, which are all Special Revenue Funds, are grouped together as part of the overall General Fund for financial reporting purposes. GASB 54 states that if a Special Revenue fund is partially or fully supported by transfers from the General Fund, for financial reporting purposes, that fund is reported as part of the General Fund. Fund

#112 – the Special Reserve Fund has been funded over the years by transfers from #001 – the General Fund – General Account. The Kane County Financial Policies, Section 17 – Reserve Policies, #6 – Special Reserve Fund state, “It shall be the intent of the County to establish a Special Reserve Fund in which funds may be set aside and which may only be used with approval of the County Board through the normal budgeting and appropriations process.”

When reading the County’s financial statements – *see attached General Fund – Combining Balance Sheet by Account and General Fund – Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances by Account* - it the General Fund – General Account #001 that houses the revenues and expenditures for the County’s primary operations such as Sheriff, States Attorney, Court Services, etc. It is the General Fund – General Account #001 which has been a primary focus of budgetary concern for several years. However, the County Board has the ability to move monies from Fund #112 – Special Reserve to any fund that needs additional one-time monies.

:

KANE COUNTY, ILLINOIS

General Fund
Combining Balance Sheet by Account
November 30, 2023

	#001 General	#112 Restricted Special Reserve	CLOSED Emergency Reserve	CLOSED Property Tax Freeze Protection
ASSETS				
Cash and investments	$ 64,300,966	$ 23,813,643	$ -	$ -
Property tax receivable	33,831,971	-	-	-
Intergovernmental receivable	9,155,239	-	-	-
Interest receivable	182,099	93,439	-	-
Lease receivable	329,889	-	-	-
Other receivables	1,660,121	-	-	-
Prepaid items	10,720	-	-	-
Deposits	20,000	-	-	-
Due from other funds	-	-	-	-
Total assets	$ 109,491,005	$ 23,907,082	$ -	$ -
LIABILITIES				
Accounts payable	$ 4,111,967	$ -	$ -	$ -
Accrued payroll	5,478,618	-	-	-
Unearned revenue	650,000	-	-	-
Total liabilities	10,240,585	-	-	-
DEFERRED INFLOWS OF RESOURCES				
Property taxes levied for future periods	33,831,971	-	-	-
Deferred inflows related to leases	329,889	-	-	-
Unavailable Revenue	2,873,799	41,455	-	-
Total deferred inflow of resources	37,035,659	41,455	-	-
FUND BALANCES				
Nonspendable	10,720	-	-	-
Assigned	-	23,865,627	-	-
Unassigned	62,204,041	-	-	-
Total fund balances	62,214,761	23,865,627	-	-
Total liabilities, deferred inflows of resources, and fund balances	$ 109,491,005	$ 23,907,082	$ -	$ -

#223 Restricted Domestic Violence	CLOSED COVID Payroll Reimbursement	#400 Restricted Economic Development	#405 Restricted Cost Share Drainage	#601 Restricted Public Building Commission	Total
$ 113,074	$ -	$ 27,057	$ 336,936	$ 1,151,984	$ 89,743,660
-	-	-	-	-	33,831,971
-	-	-	-	-	9,155,239
932	-	504	1,066	3,401	281,441
-	-	-	-	-	329,889
-	-	-	-	-	1,660,121
-	-	-	-	-	10,720
-	-	-	-	-	20,000
-	-	-	11,475	-	11,475
$ 114,006	$ -	$ 27,561	$ 349,477	$ 1,155,385	$ 135,044,516
$ 156	$ -	$ 12,070	$ 21,387	$ -	$ 4,145,580
16,436	-	3,266	-	-	5,498,320
-	-	-	-	-	650,000
16,592	-	15,336	21,387	-	10,293,900
-	-	-	-	-	33,831,971
-	-	-	-	-	329,889
198	-	51	577	2,005	2,918,085
198	-	51	577	2,005	37,079,945
-	-	-	-	-	10,720
97,216	-	12,174	327,513	-	24,302,530
-	-	-	-	1,153,380	63,357,421
97,216	-	12,174	327,513	1,153,380	87,670,671
$ 114,006	$ -	$ 27,561	$ 349,477	$ 1,155,385	$ 135,044,516

KANE COUNTY, ILLINOIS

General Fund
Combining Schedule of Revenues, Expenditures, and Changes in Fund Balances by Account
For the Year Ended November 30, 2023

	#001 General	#112 Restricted Special Reserve	CLOSED Emergency Reserve	CLOSED Property Tax Freeze Protection	#223 Restricted Domestic Violence
REVENUES					
Property taxes	$ 33,479,769	$ -	$ -	$ -	$ -
Other taxes	4,901,350	-	-	-	-
Intergovernmental	39,520,468	-	-	-	-
Grants	1,047,888	-	-	-	-
Licenses and permits	1,732,938	-	-	-	-
Fines	2,703,855	-	-	-	-
Charges for services	11,949,001	-	-	-	-
Reimbursements	9,527,134	-	-	-	-
Net investment income (loss)	2,658,210	(263,040)	184,460	179,485	8,952
Miscellaneous	287,489	-	-	-	-
Total revenues	107,808,102	(263,040)	184,460	179,485	8,952
EXPENDITURES					
Current					
General Government	19,799,426	-	-	-	-
Public Safety	57,478,304	-	-	-	-
Judicial	22,117,448	-	-	-	317,691
Public Service and Records	6,614,600	-	-	-	-
Environmental Management	623,476	-	-	-	-
Development Housing and Economic Development	1,295,696	-	-	-	-
Debt Service					
Principal	310,576	-	-	-	-
Interest and fiscal charges	97,078	-	-	-	-
Capital outlay	39,183	-	-	-	-
Total expenditures	108,375,787	-	-	-	317,691
Excess (deficiency) of revenues over expenditures	(567,685)	(263,040)	184,460	179,485	(308,739)
OTHER FINANCING SOURCES (USES)					
Transfers in	17,278,888	24,123,287	-	-	350,000
Transfers out	(5,263,019)	(33,908)	(5,355,530)	(10,706,247)	-
Total other financing sources (uses)	12,015,869	24,089,379	(5,355,530)	(10,706,247)	350,000
Net change in fund balances	11,448,184	23,826,339	(5,171,070)	(10,526,762)	41,261
FUND BALANCES, BEGINNING OF YEAR	50,766,577	39,288	5,171,070	10,526,762	55,955
FUND BALANCES, END OF YEAR	$ 62,214,761	$ 23,865,627	$ -	$ -	$ 97,216

	#400	#405	#601		
CLOSED	Restricted	Restricted	Restricted		
COVID Payroll Reimbursement	**Economic Development**	**Cost Share Drainage**	**Public Building Commission**	**Intrafund Eliminations**	**Total**
$ -	$ -	$ -	$ -	$ -	$ 33,479,769
-	-	-	-	-	4,901,350
-	-	-	-	-	39,520,468
-	60,000	-	-	-	1,107,888
-	-	-	-	-	1,732,938
-	-	-	-	-	2,703,855
-	-	30,703	-	-	11,979,704
-	-	-	-	-	9,527,134
604,278	6,687	15,885	51,842	-	3,446,759
-	-	-	-	-	287,489
604,278	66,687	46,588	51,842	-	108,687,354
-	-	-	-	-	19,799,426
-	-	-	-	-	57,478,304
-	-	-	-	-	22,435,139
-	-	-	-	-	6,614,600
-	-	-	-	-	623,476
-	263,633	73,055	-	-	1,632,384
-	-	-	-	-	310,576
-	-	-	-	-	97,078
-	-	4,943	-	-	44,126
-	263,633	77,998	-	-	109,035,109
604,278	(196,946)	(31,410)	51,842	-	(347,755)
-	94,643	74,617	-	(40,417,286)	1,504,149
(31,431,172)	(4,370)	(23,000)	-	40,417,286	(12,399,960)
(31,431,172)	90,273	51,617	-	-	(10,895,811)
(30,826,894)	(106,673)	20,207	51,842	-	(11,243,566)
30,826,894	118,847	307,306	1,101,538	-	98,914,237
$ -	$ 12,174	$ 327,513	$ 1,153,380	$ -	$ 87,670,671

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-462

AUTHORIZING KANE COUNTY'S CONTINUING PARTICIPATION IN THE GREATER CHICAGOLAND ECONOMIC PARTNERSHIP

WHEREAS, on January 5th, 2023, the Greater Chicagoland Economic Partnership officially launched. The partnership is a first-of-its-kind united effort including Kane County, the City of Chicago and the Counties of DuPage, Lake, Will, McHenry, Cook and Kendall. The partnership aims to drive a regional economic strategy intended to deliver mutual benefits to the partners, and strengthen Chicagoland's economic force in an increasingly fierce competitive global market; and

WHEREAS, with financial commitment from each of the partners totaling $1 million for the first in a three-year pilot, World Business Chicago (WBC) continues to manage the Chicagoland Partnership and expand its services region-wide, complementing existing municipal and county programs; and

WHEREAS, Kane County staff and municipal partners have benefited greatly from the shared data services provided by WBC through the Chicagoland Partnership. The cost of services provided by WBC is much lower than if Kane County were to purchase all of them separately; and

WHEREAS, WBC continues to support Kane County economic development by providing resources and assistance to existing Kane County businesses; and

WHEREAS, the Kane County Board approved Resolution 22-412 authorizing Kane County's participation in the Greater Chicagoland Economic Partnership; and

WHEREAS, the Greater Chicagoland Economic Partnership has requested $54,703 (Fifty-Four Thousand Dollars) from Kane County for its funding share of the third year of the partnership.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board authorizes the continuing funding for Kane County's share of $54,703 (Fifty-Four Thousand Dollars) in the Greater Chicagoland Economic Partnership that shall be paid for from the County's SLFRF award, in accordance with ARPA and the Final Rule, and/or Fund 400 Economic Development.

Line Item: 435.690.022.50150, 400.690.710.50150
Line Item Description: Contractual / Consulting Services
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available?
N/A

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Kane County's Continuing Participation in the Greater Chicagoland Economic Partnership

Committee Flow:
Jobs Committee, Executive Committee, County Board

Contact:
Christopher Toth, 630-232-3491

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $54,703
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Greater Chicagoland Economic Partnership has requested $54,703 (Fifty-Four Thousand Dollars) from Kane County for its funding share of the third year of the partnership.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-494

AUTHORIZING ADOPTION OF 2024-2027 COMMUNITY HEALTH IMPROVEMENT PLAN BY KANE COUNTY BOARD

WHEREAS, formal community health needs assessments, prioritization, and action planning are required of certified local health departments in the state of Illinois every five years (77 IL Admin Code 600.210) and are further recognized as part of the essential services of health departments by national public health authorities, such as the Public Health Accreditation Board; and

WHEREAS, the Kane County Health Department has fulfilled this obligation since the inception of the Illinois requirement in 1994; and

WHEREAS, the five hospitals located in Kane County as well as the INC Mental Health Alliance alongside local community partners have worked collaboratively over the past 18 months with the Kane County Health Department to conduct the Mobilizing for Action through Planning and Partnership (MAPP 2.0) process in order to better identify and understand the health-related community assets, needs and priorities related to the health of Kane County residents in the most comprehensive way possible; and

WHEREAS, the parties seek to use the results of this community health assessment to then work collaboratively amongst themselves and with other interested parties in Kane County to improve the health and well-being of Kane County individuals, families, population groups and the community as a whole; and

WHEREAS, the community health assessment and improvement planning process led to the creation of Kane Health Counts, a collaborative of individuals and organizations dedicated to addressing health problems in Kane County by creating goals, objectives, and strategies for community health improvement; and

WHEREAS, Kane Health Counts has actively participated in developing the findings and recommendations of this collaborative community health assessment and improvement planning process throughout the past 18 months; and

WHEREAS, Kane Health Counts has identified behavioral health, access to health services, housing access, and food access as the top four priority issues in Kane County; and

WHEREAS, the Kane Health Counts Executive Committee recommends the adoption of the 2024-2027 Kane County Community Health Improvement Plan by the Kane County Board of Health.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board of Health that it hereby adopts the 2024-2027 Kane County Community Health Improvement Plan and encourages Kane County residents, community and faith-based organizations, educational institutions, health and social service organizations, municipalities and other governmental agencies to actively work to achieve improved community health outcomes; and

BE IT FURTHER RESOLVED that the Chairman of the Kane County Board of Health is authorized to submit the 2024-2027 Kane County Community Health Improvement Plan to the Illinois Department of Public Health for its review and approval as required of certified local health departments in the state of Illinois every five years (77 IL Admin Code 600.210).

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Adoption of 2024-2027 Community Health Improvement Plan by Kane County Board

Committee Flow:
Public Health Committee, Executive Committee, County Board

Contact:
Michael Isaacson, 630-208-3140

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes.	

Summary:

Formal community health needs assessments, prioritization, and action planning are required of the Kane County Health Department every five years by Illinois statute, and are further recognized as part of the essential services of health departments.
The Kane County Health Department has completed its 2024-2027 Community Heath Improvement plan after 18 months of collaboration with its partners, and creating Kane Health Counts, a collaborative of individuals and organizations dedicated to addressing health problems in Kane County. The approved Community Health Improvement plan will be submitted to the Illinois Department of Public Health for its review and approval.

Kane County Health Department

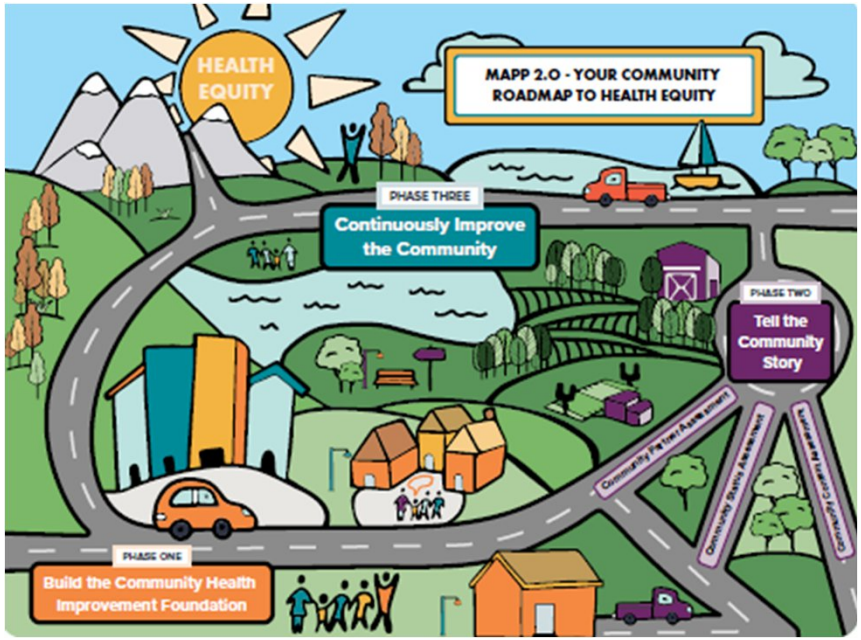
2024-2027 Community Health Improvement Plan

Presented to Public Health Committee
April 16, 2025

www.kanehealth.com | https://kanehealthatlas.org

Illinois Project for Local Assessment of Needs (IPLAN)

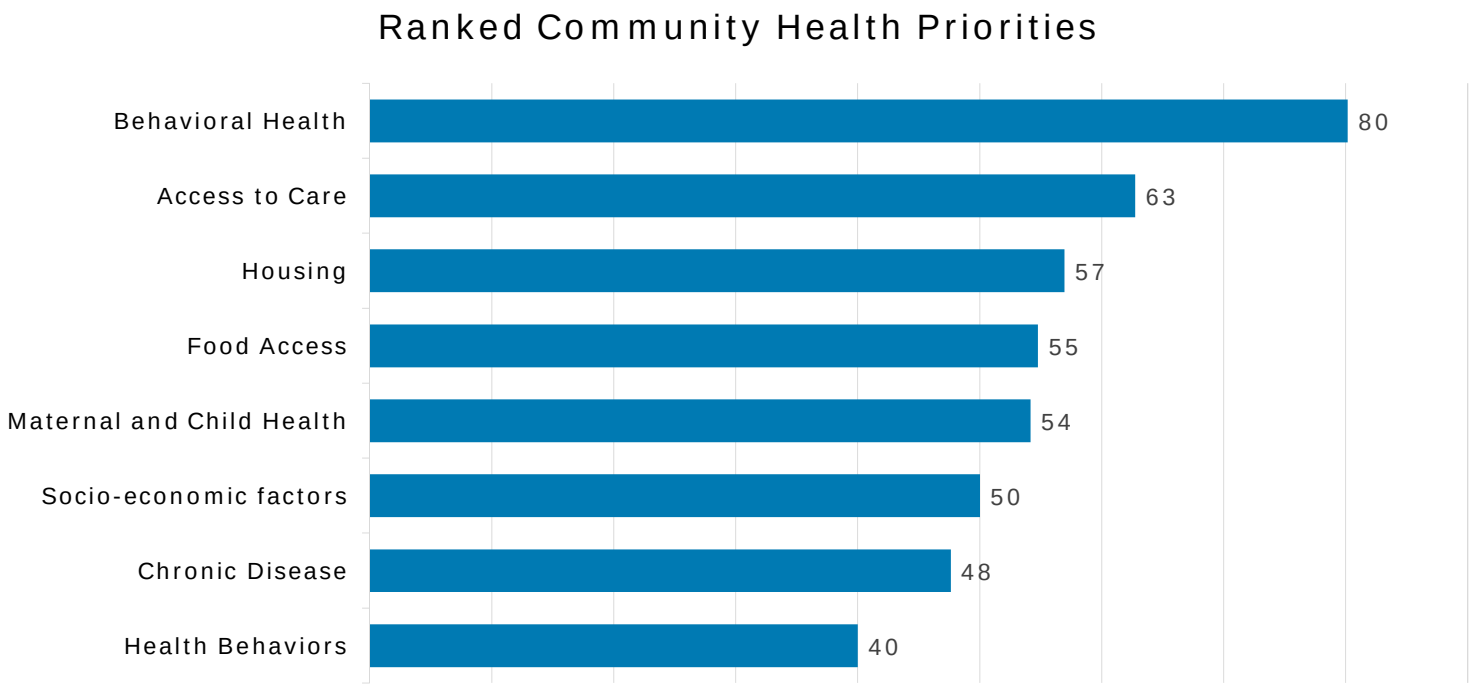
- Recertify every 5 year (77 IL Admin Code 600.210)
- Components of IPLAN:
  - Community Health Needs Assessment (CHA)
  - Community Health Improvement Plan (CHIP)
  - Attestation of adoption of CHIP by board of health
- Guided by Mobilizing for Action Through Planning and Partnerships (MAPP) 2.0 framework



Significant Health Needs Prioritization

- 50 Community Partners
- Community Representation
  - Kane County Staff (Court Services, Board Member, Sheriff's Office, DOT, KCHD): 12
  - Healthcare Providers and Hospitals: 11
  - Community-Based Organizations: 9
  - Mental Health Counseling and Substance Use Treatment: 7
  - Food and Nutrition Services: 3
  - Senior Services: 3
  - Housing and Homelessness Services: 1

Final Poll Results



www.kanehealth.com | https://kanehealthatlas.org

Priority Areas

- Top four priority areas:
  - Access to Care
  - Behavioral Health
  - Food Access
  - Housing
- Confirmed by internal discussion and Executive Committee Approval
- Alignment with 2023-2028 State Health Improvement Plan (SHIP) by focusing and social determinants of health and behavioral health
- IPLAN requires at least 3 priority areas with at least two objectives.

Access to Care

- Top Challenges:
  - Shortage of primary and specialty care providers
  - Culturally inclusive providers
  - Lack of time/conflict with work during clinic open hours
  - Limited transportation options for rural residents

Access to Care Indicators	
Topic	Kane County
No health insurance[6] % of adults, 2022	14.3 (±0.9)
Visited doctor for routine checkup[6] % of adults, 2022	73.6 (±3.2)
No vehicle available[7] % of households, 2022	4.3 (±0.8)
Internet access[7] % of households, 2023	95.5 (±1.1)

[4]U.S. Census Bureau: American Community Survey (ACS) (Tables S2704, S2701, and B27010)
[5]U.S. Census Bureau: American Community Survey (ACS) (Tables S2703, S2701, and B27010)
[6]Centers for Disease Control and Prevention (CDC): PLACES (Sub-county data (zip codes, tracts)), Behavioral Risk Factor Surveillance System (BRFSS) (County and state level data)
[7]U.S. Census Bureau: American Community Survey (ACS) (Table B25044)

Access to Care

Overall Goal: Improve equitable access to quality and affordable health services

By September 2027, increase the amount of insured Kane County residents by 2% by developing a workplan and sustainable budget to explore hiring two Community Health Workers (CHWs) to support navigation services for community members.

By September 2027, the Kane County Health Department will analyze existing primary data and source secondary data to identify at least two key barriers and recommendations for improving access to quality healthcare.

Behavioral Health

- Top Challenges:
  - Insurance limitations
  - Stigma around seeking care
  - Waitlists
  - High cost
  - Culturally inclusive providers

Behavioral Health Indicators	
Topic	Kane County
Mental health providers[2] Number per 100,000 residents, 2024	542.7
Binge drinking[1] % of adults, 2022	19.1 (±2.8)
Depression[1] % of adults, 2022	19.6 (±2.6)
Poor mental health days[2] % of adults, 14 or more days per month, 2021	4.3 (±0.8)
Individuals dying by suicide[3] Number of deaths	56

[1]Centers for Disease Control and Prevention (CDC): PLACES (Sub-county data (zip codes, tracts)), Behavioral Risk Factor Surveillance System (BRFSS) (County and state level data)
[2]The University of Wisconsin Population Institute (2020 County Health Rankings & Roadmaps)
[3]Illinois Department of Public Health (IDPH): Illinois Department of Public Health (IDPH), 2022

Behavioral Health

Overall Goal: Improve Behavioral Health System in Kane County
By December 2026, increase number of qualified behavioral health providers per 100,000 residents by 5%.
By September 2027, improve quality of behavioral health care by increasing the amount of trained behavioral health professionals through providing at least 5 free trainings (including evidence-based interventions) per year to local behavioral health professionals via Kane County Health Department training series.
By December 2026, increase public understanding and awareness of behavioral health issues, strategies to maintain positive behavioral health (self-help), and where/how to access support services when needed with engagement from at least 1,000 individuals.
By September 2027, reduce behavioral health hospitalization rate due to mental health conditions and SUDs by 5% through social equity, harm reduction, preventative care, treatment strategies, and 20 free trainings provided.

Food Access

- Top Challenges:
  - Difficulty obtaining fruits and vegetables
  - Challenges for senior adults, individuals with disabilities, and those lacking transportation in reaching food pantries
  - Culturally inclusive food options at pantries
  - Concerns regarding sustainability of funding sources

Food Access Indicators	
Topic	Kane County
Food insecurity[13] % of residents, 2022	10.2
Food stamps (SNAP)[14] % of households, 2023	8.3 (±1.1)
Households in poverty not receiving SNAP benefits[15] % of households below the poverty line, 2023	67.1 (±7.0)

[13]Feeding America: Map the Meal Gap
[14]U.S. Census Bureau: American Community Survey (ACS) (Tables B22003, B22005, and S2201)
[15]U.S. Census Bureau: American Community Survey (ACS) (Table B22003)

Food Access

Overall Goal: Improve access to nutritious, local, affordable food

By December 2026, the number of individuals in Kane County experiencing food insecurity will decrease by 2% through expanding access to nutrition programs, increasing healthy food availability, and distributing funding through the Kane County Health Department's Nourishing Lives Food Access Initiative to at least 3 community-based organizations supporting food access and nutrition programs.

By September 2027, the Hunger Relief Network will expand collaboration across organizations affecting the food system by 20%. The Hunger Relief Network will consider updating its goals to improve county-wide food access challenges. Additionally, the Hunger Relief Network will identify potential policy recommendations aimed at food insecurity based on assessment findings.

Housing

- Top Challenges:
  - Gaps in emergency shelter capacity
  - Lack of affordable housing units
  - Need for wraparound services
  - Senior adults and individuals with disabilities are disproportionately impacted

Housing Indicators	
Topic	Kane County
Crowded housing[8] % of occupied housing units, 2023	2.9 (±0.8)
Housing cost burden[9] % of occupied housing units, 2023	29.5 (±2.3)
Severe housing cost burden % of occupied housing units, 2023	12.4 (±1.6)
Owner occupied[10] % of occupied housing units, 2023	77.4 (±1.7)
Vacant[11] % of housing units, 2023	3.1 (±0.9)
Homeless individuals[12]	461

[8]U.S. Census Bureau: American Community Survey (ACS) (Table B25014)
[9]U.S. Census Bureau: American Community Survey (ACS) (Tables B25070/B25091)
[10]U.S. Census Bureau: American Community Survey (ACS) (Table B25003)
[11]U.S. Census Bureau: American Community Survey (ACS) (Table B25002)
[12]U.S. Department of Housing and Urban Development, 2023.

Housing

Overall Goal: Improve housing stability, reduce homelessness, and increase preparedness
By December 2026, Kane County Health Department Safe Spaces, Healthy Minds Affordable Housing Initiative Program will distribute funding to community-based organizations that expand affordable housing solutions and resources for low-income Kane County residents and reduce the percentage of Kane County residents experiencing homelessness by 5%.
By December 2025, the Kane County Health Department will support the Chicago Metropolitan Agency for Planning in completing Kane County Housing Readiness Assessment report by attending 5 stakeholder meetings and engaging at least 5 community partners in the process.
By September 2027, the Kane County Health Department will collaborate with community partners to ensure homeless individuals and agencies serving those individuals are included in the development of the Access and Functional Needs Plan and training.

Next Steps

May 2025 - September 2027

- Implement CHIP strategies and monitor progress

March 2027

- Submit IPLAN to IDPH

Questions?

Elizabeth Alleman
Director of Planning and Information Management
AllemanElizabeth@KaneCountyIL.gov

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PROCLAMATION NO. TMP-25-492

PROCLAIMING MAY 2025 AS MOTORCYCLE SAFETY AWARENESS MONTH IN KANE COUNTY

PROCLAIMING MAY 2025 AS
MOTORCYCLE SAFETY AWARENESS MONTH IN KANE COUNTY

WHEREAS, the safety of our highways and streets is the highest priority for both Kane County and the State of Illinois; and

WHEREAS, motorcycles serve as a primary, common, and economical means of transportation, helping to reduce fuel consumption, alleviate road wear, and ease traffic and parking congestion; and

WHEREAS, it is vital that all citizens of Kane County remain aware of motorcycles on the roadways and recognize the importance of motorcycle safety; and

WHEREAS, ABATE of Illinois, Inc. (A Brotherhood Aimed Toward Education) actively promotes motorcycle safety, education, and awareness through high school driver education programs and outreach efforts to the general public, reaching over 120,000 participants across Illinois in the past nine years; and

WHEREAS, all motorcyclists are invited join ABATE of Illinois, Inc. in advocating for the safe operation of motorcycles, promoting motorcycle safety, education, and fostering respect among all road users in Kane County and throughout Illinois; and

WHEREAS, motorcyclists in Kane County have made contributions through volunteerism and charitable donations to national and local organizations; and

WHEREAS, during the month of May, all roadway users are encouraged to unite in the shared responsibility of safely using roadways within Kane County and throughout Illinois; and

NOW, THEREFORE, BE IT PROCLAIMED that the Kane County Board does hereby recognize May 2025 as Motorcycle Safety Awareness Month in Kane County, Illinois.

_____

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

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-475

APPROVING ADOPT-A-HIGHWAY APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 et seq.) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list attached (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

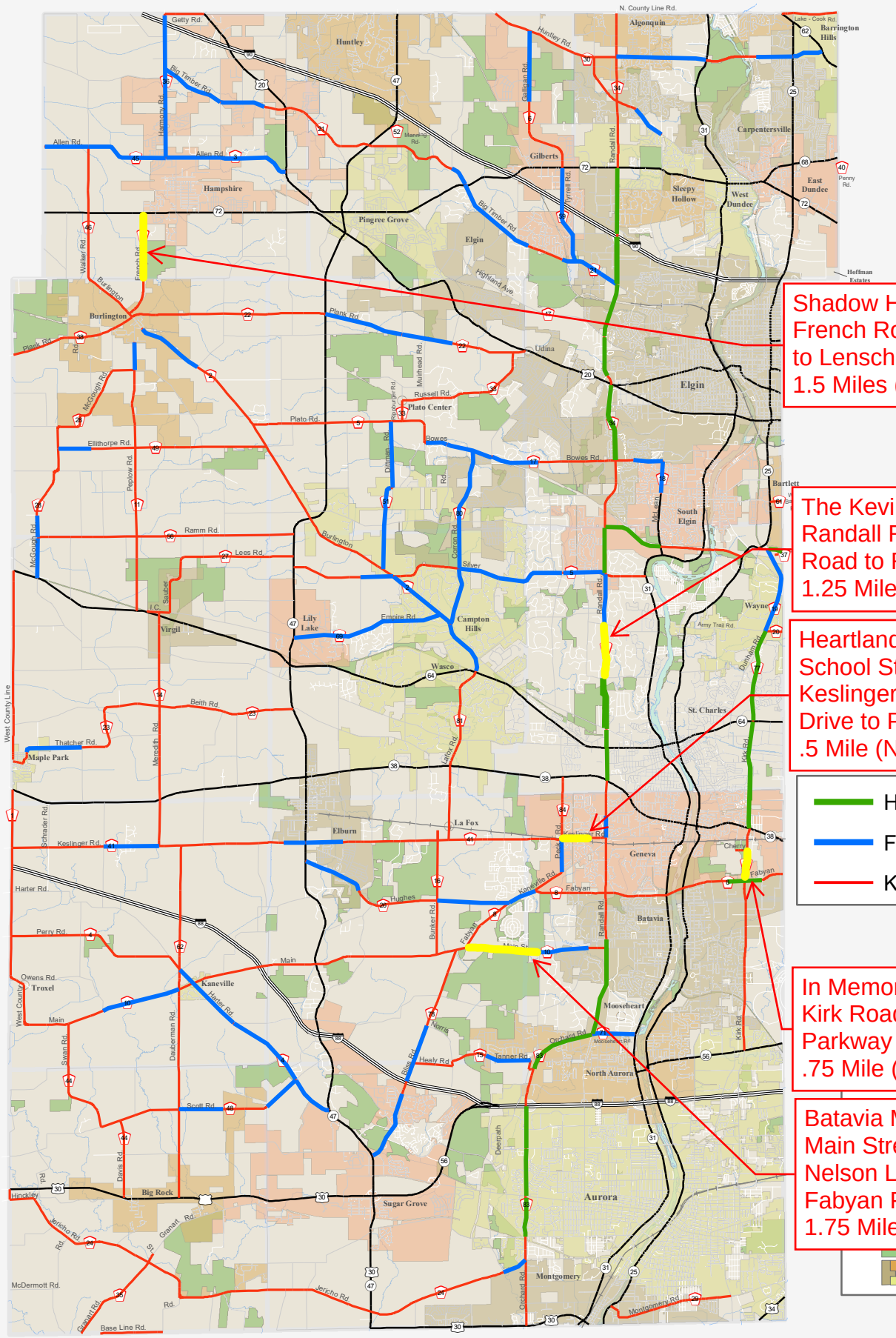
NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the County Board of Kane County that the applicant(s) listed in Exhibit A for participation in the Kane County Adopt-A-Highway Program are hereby approved.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois
Vote:	

EXHIBIT A

Applicants (RENEWAL)	Road	Distance
In Memory of Lady Salazar	Kirk Road from Fabyan Parkway to Cherry Lane	.75 Mile (East Side)
Heartland Elementary School Student Council	Keslinger Road from Fisher Drive to Peck Road	.5 Mile (North Side)
The Kevin White Foundation	Randall Road from Crane Road to Red Gate Road	1.25 Miles (Both Sides)
Batavia Moose Lodge #682	Main Street Road from Nelson Lake Road to Fabyan Parkway	1.75 Miles (Both Sides)
Shadow Heating & Cooling	French Road from IL Route 72 to Lenschow Road	1.5 Miles (Both Sides)



Adopt-A-Highway Map
April 4, 2025

0 3,100 6,200 12,400 18,600 24,800 Feet

0 1 2 Miles

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N W E S

KANE COUNTY Division of Transportation

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Adopt-A-Highway Applicants

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Michael Way, 630.406.7359

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Pursuant to Kane County Board Ordinance No. 13-267, Kane County Adopt-A-Highway Program, staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

RENEWAL:

1. In Loving Memory of Gene, Maureen, Tom & Patti Rizza
   Huntley Road from Miller Road to Sleepy Hollow Road
   1 Mile (Both Sides)

2. In Memory of Our Son Harvy S. Berrios
   Plank Road from Marshall Road to IL Route 47
   1.75 Mile (Both Sides)

NEW APPLICANT:

1. Footprints to Recovery
   Randall Road from I-90 to Big Timber Road
   1 Mile (West Side)

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-466

APPROVING A TECHNICAL SERVICES AGREEMENT BETWEEN THE REGIONAL TRANSIT AUTHORITY AND THE COUNTY OF KANE FOR THE RIDE IN KANE PROGRAM, CONTRACT NO. S5310-2024-05, FEDERAL PROJECT NO. IL-2024-004, PROGRAM PHASE 21 & 22 MOBILITY MANAGEMENT

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and 5 ILCS 220/1, et seq. authorizes the County of Kane (County) and the Regional Transportation Authority (RTA) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and RTA desire to enter into an intergovernmental agreement to designate the County as administrator and fiscal agent of and to appropriate funds for the Ride In Kane (hereinafter the "RIK") Program, (hereinafter the Agreement), (a copy of which Agreement is on file in the office of the Kane County Clerk); and

WHEREAS, the RIK Program provides transportation services for eligible Kane County residents over the age of 65 and individuals with disabilities and is also intended as a cooperative undertaking between the County and eighteen (18) other public and not for profit entities within the boundaries of Kane County (hereinafter the RIK Sponsors) who designate eligible riders within their respective jurisdictions and pay to defray the cost of the RIK Program services provided to their respective ridership; and

WHEREAS, the approval of the RIK Program will require the County to annually enter into separate agreements with each of the RIK Sponsors to provide for the reimbursement for each Sponsors' share of the RIK Program costs; and

WHEREAS, the Agreement provides $96,000.00 in Section 5310 Federal Transit Funds for part of the cost of up to but not to exceed eighty percent (80%) of the RIK Program ride services to residents over 65 and individuals with disabilities; and

WHEREAS, the RTA shall request the Section 5310 Transit Funds be transferred to the County to allow for continued operations of the RIK Program pursuant to the Agreement.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Agreement with RTA for the Ride in Kane Program is hereby approved and that the County Board Chairman is hereby authorized to execute said Agreement with RTA.

BE IT FURTHER RESOLVED by the Kane County Board that the Kane County Engineer is hereby authorized under his/her signature to enter into the annually agreements with each RIK Sponsor; which agreements shall provide for the reimbursement by each RIK Sponsor of eighty percent (80%) of the local share of the RIK Sponsors RIK Program Section 5310 Transit Fund costs.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a Technical Services Agreement between the Regional Transportation Authority and County of Kane for the Ride in Kane Program, Contract Number S5310-2024-05, Federal Project Number IL-2024-004, Program Phase 21 & 22 Mobility Management

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Heidi Files 630.444.3142

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The Regional Transportation Authority has presented this Technical Services Agreement which provides $96,000 in Section 5310 Federal Transit Funds for Mobility Management costs related to the Ride in Kane program. This amount represents the 80% federal share, with the County providing the required 20% local matching funds. Kane County has committed $300,000 in local funds to match this and other federal grants as well as provide funding for the overall Ride in Kane program and its sponsors. No additional funds are needed for this grant.

TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

COUNTY OF KANE

Contract No.: S5310-2024-05

CFDA No.: 20.513

Federal Project No.: IL-2024-004

Award Date: 4/08/24

SAM No. JDR6EZ6HML25

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This Technical Services Agreement (this “Agreement”) is made by and between the Regional Transportation Authority, a municipal corporation and body politic formed under the laws of Illinois (the "RTA") and County of Kane, a municipal corporation and body politic formed under the laws of the State of Illinois, hereinafter referred to as “Recipient” (also referred to as “Grantee," which term shall include its successors, assigns and subrecipients/subgrantees)[1] as of May 1, 2025.

WHEREAS, the Recipient wishes to undertake one or more public transportation projects; and

WHEREAS, the Recipient has made application to the RTA for financial assistance or financial and technical assistance for the project(s) in accordance with the procedures established by the RTA; and

WHEREAS, the Recipient’s application has been reviewed and approved by the RTA.

NOW, THEREFORE, in consideration of the mutual covenants hereinafter set forth, this Agreement is made to provide financial assistance or financial and technical assistance to the Recipient in the form of a technical services agreement, to set forth the terms and conditions upon which the Agreement will be made, and to set forth the Agreement of the parties as to the manner in which the project(s) will be undertaken, completed, and used.

ARTICLE I: DEFINITIONS

1.1 "Allowable Cost" means an expense with respect to the Project(s) which meets the requirements of Article IX of this Agreement.

1.2 "Application" means the application submitted by the Recipient with respect to the Project(s). In the event of a conflict between the Application and the attached Exhibit A, Scope of Services, Exhibit A shall govern.

1.3 "Local Share" means that portion of the Net Project Cost of each Project provided by the Recipient pursuant to this Agreement.

1.4 "Net Project Cost" means the sum of the allowable costs incurred in performing the work on each Project, including work done by the Recipient.

1.5 "Project(s)" means the scope of specific activities for which the funds provided in this Agreement are to be expended, as set forth in Exhibit A, Scope of Services and in the plans, specifications, and schedules set forth in the Application.

[1] This document incorporates Federal Certifications and Assurances copied incorporated verbatim from federal circulars. The Certifications and Assurances also use the terms “Recipient,” “Subrecipient” and “Applicant” interchangeably. The terms of this agreement and all federal requirements apply to any recipient of federal funds regardless of its status as Recipient, Subrecipient, Grantee, Subgrantee or Applicant, vis-à-vis the federal granting agency.

1.6 "Project Budget" means the anticipated Net Project Cost for each Project as shown in Exhibit B, Project Budget, as may be amended from time to time by the Recipient with RTA approval and in a format approved by the RTA.

1.7 "Project Facilities" means any facilities, equipment, or real property purchased, acquired, constructed, improved, renovated, or refurbished as part of each Project through the application of the RTA's Agreement funds.

1.8 "Service Life" shall mean, with respect to each Project Facility, the period set forth with respect to such Project Facility on Exhibit B, if applicable.

ARTICLE II: THE RECIPIENT'S AUTHORITY AND COMMITMENT

2.1 The Recipient represents and warrants that it has the legal authority and the financial, technical, and managerial capacity to apply for, plan, manage, and complete the Project(s) for which funding is being provided under this Agreement.

2.2 The Recipient acknowledges that if it makes a false, fictitious, or fraudulent claim, statement, submission, or certification to the United States or State of Illinois in connection with this Project, they reserve the right to impose on the Recipient the penalties of 18 USC 1001, 49 USC 5307, 31 USC 3801, and 49 CFR 31, as they may deem appropriate. Recipient agrees to include this clause in all state and federally-assisted contracts and subcontracts.

2.3 The Recipient agrees to undertake and complete the scope of each Project as set out in Exhibit A, Scope of Services, and in accordance with the Project Budget as set out in Exhibit B, Project Budget, and to provide for the use of Project Facilities as described in Exhibit A and the Application, in accordance with this Agreement and all applicable laws.

ARTICLE III: TERM OF AGREEMENT

3.1 The term of this Agreement shall be from 5/01/2025 to 7/31/2027.

ARTICLE IV: TECHNICAL SERVICES AGREEMENT

4.1 RTA Budget Commitment.

(a) Subject to the annual appropriation of funds by the RTA, the RTA hereby commits to provide the funds pursuant to paragraph 4.1(b) and as listed in Exhibit B, Project Budget, for the Project(s) in Exhibit A, Scope of Services.

(b) The RTA will provide 80.00% of the aggregate actual cost of all Projects as set forth on Exhibit B or $96,000.00 whichever is less. The RTA shall have no liability regarding any Project funded by this Agreement in excess of the funds actually appropriated for the Project.

4.2 Recipient Commitment to Complete Project(s) or Seek Amendment.

Subject to the RTA's appropriation of the funds described in paragraph 4.1, the Recipient agrees to complete the scope of all the Projects, and to provide funding up to the amount of Local Share of the Project Budget, or to seek an amendment in accordance with this subparagraph. The Recipient shall request an amendment to the Agreement in order to (1) add or delete a Project, (2) change the scope of any Project, or (3) change the Project Budget(s).

4.3 Conformity with Project Budget.

(a) The Recipient shall carry out each Project and shall incur obligations against and disburse Project funds only in conformance with the latest approved Project Budget attached hereto as Exhibit B. A proposed revised Project Budget shall accompany any request to amend this Agreement.

(b) The Recipient must seek the prior approval of the RTA to revise the Project Budget(s) to increase or decrease the estimated Net Project Cost. In making this request the Recipient must demonstrate the following:

(1) A justifiable rationale for the revision in a particular Project;

(2) The revised budget for the Project covers the full scope of the Project funded under this Agreement, i.e., the revised budget of the Project is intended to be adequate for the completion of the Project;

(3) There are sufficient unspent funds in the Agreement contingency, should one be part of this Agreement, or any other Project which may be reallocated to the revised budget of the revised Project;

(4) The funds remaining in the Agreement contingency, should one be part of this Agreement, or any other Project after reallocation of funds to the revised budget for the Project are sufficient to provide for the uncompleted portions of all other Projects within the Agreement; and

(5) The proposed revision will not cause the aggregate amount of all Project Budgets as set forth on Exhibit B to be exceeded.

4.4 Conformity with Program Management Plan (PMP).

(a) The Recipient shall adhere to the Program Management Plan (PMP) as included in Exhibit E.

ARTICLE V: METHOD OF FUNDING

5.1 The RTA may finance its obligations, or any portion thereof, under this Agreement in any way it deems, in its sole discretion, to be most advantageous and fiscally sound, provided that nothing in this Agreement shall cause the Recipient to be obligated to any creditor of the RTA with respect to such financing.

5.2 All or part of any share of the Net Project Cost to be contributed by the Recipient may, with the express written prior approval of the RTA, be provided by the Recipient in the form of contributions of professional, technical, or other services. The amount or value of any share of the Net Project Cost contributed by the Recipient is shown in Exhibit B.

5.3 In the event that the Recipient receives funds from any source with respect to the completion of the Project which do not appear in Exhibit B and were not included in determining the RTA share under paragraph 4.1(b) of this Agreement, the amount of this Agreement shall be recalculated, and a proportionate amount of the RTA funding shall be refunded to the RTA. Such funds include, but are not limited to, the proceeds of any sale and leaseback arrangement with respect to Project Facilities, if any. This Section 5.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VI: ACCOMPLISHMENT OF THE PROJECT(S)

6.1 General.

(a) The Recipient shall commence, carry on, and complete the Project(s) with all practicable dispatch, in a sound, economical, and efficient manner, and in accordance with the provisions of this Agreement. The Recipient shall cause all contractors involved with the Project(s) to deliver and complete the Project(s) in accordance with the Project schedules submitted at time of application or as revised pursuant to paragraph 6.2(b) of this Agreement.

(b) In performance of its obligations pursuant to this Agreement, the Recipient and the contractors shall comply with all applicable provisions of federal, state, and local law. Specifically, Recipient and contractors agree to administer the Project in accordance with the applicable federal and state provisions, including all applicable Federal Transit Administration (hereinafter referred to as "FTA") Circulars and 49 CFR 18 and 19. All limits and standards set forth in this Agreement to be observed in the performance of a Project are minimum requirements and shall not affect the application of more restrictive standards to the performance of the Project.

(c) At or prior to the time that funds are needed to meet Project costs, the Recipient shall initiate and prosecute to completion all proceedings necessary to enable the Recipient to provide any share of the Net Project Cost which is to be provided by the Recipient.

(d) Nothing in this Agreement is intended to subject the RTA to any obligations or liabilities to contractors of the Recipient, or their respective subcontractors, or any other person not a party to this Agreement in connection with the performance of any Project pursuant to the provisions of this Agreement, notwithstanding its concurrence in or approval of the award of any contract or subcontract or the solicitation thereof.

6.2 Project Completion.

(a) Any failure, except a force majeure event or any other reason beyond the control of the Recipient, to make progress which significantly endangers substantial performance of a Project within a reasonable time shall be deemed to be a violation of the terms of this Agreement.

(b) The Recipient shall complete each Project in accordance with the Project completion date provided at time of application or as revised. In the event the Recipient determines that, for whatever reason, a Project cannot be completed in accordance with the Project schedule, the Recipient shall immediately notify the RTA in writing, within thirty days, of: 1) the nature and extent of the delay; 2) the reason or reasons for the delay; 3) the adjustments to the Project schedule which can be made to ensure that the Project is completed on schedule; and 4) if the Project cannot be completed on schedule, the implications on the Project Budget due to the delay.

6.3 Use of Facilities.

(a) The Project Facilities, if any, shall be used by the Recipient as described in the Recipient's final, approved Application.

(b) If during the Service Life, the Project Facilities are not used in this manner, are sold or are otherwise disposed of, or are withdrawn from mass transportation service at the initiative of the Recipient (if applicable), the Recipient shall immediately notify the RTA and shall, at the RTA's discretion, remit to the RTA a proportional amount of the fair market value, if any, of the Project Facilities (determined on the basis of the ratio of the amounts paid by the RTA pursuant to this Agreement to the total cost of such Project Facilities). The fair market value shall be deemed to be the value of the Project Facilities as determined by a competent appraisal conducted as soon as feasible after such withdrawal or misuse occurs; or the actual proceeds from the public sale of such property, whichever is approved by the RTA; or, for rolling stock, the unamortized value of the remaining service life per unit based on straight-line depreciation of the original purchase price. Any appraiser employed for such purposes shall be subject to disapproval by the RTA on the grounds that it is not an independent appraiser.

(c) The Recipient shall maintain, in an amount and form satisfactory to the RTA, insurance or self-insurance with such reserves as will be adequate to protect Project Facilities throughout the period of their useful lives. The cost of such insurance shall not be an Allowable Cost for the Projects.

(d) This Section 6.3 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise, for a period equal to the Service Life of the relevant Project Facility.

ARTICLE VII: PASS-THROUGH FUNDING PROVISIONS

7.1 If this Agreement provides any portion of funding for which the RTA receives funds from a governmental entity subject to agreement, grant, or contract, the provisions contained therein and as detailed in the attached Exhibit C, Federal Certifications and Assurances, are hereby incorporated by reference and made a part of this Agreement. If the recipient will receive federal funds pursuant to this grant, the Master Agreement between the RTA and the U.S. Department of Transportation, as may be amended from time to time, is also incorporated and made part of this Agreement. The Master Agreement may be found here, or an updated copy may be requested from RTA. The provisions and requirements of the Master Agreement shall flow down to all subrecipients and third parties at every tier and must be expressly incorporated into all procurement and nonprocurement awards involving funds provided pursuant to this Agreement. The Recipient shall carry out each Project in such a manner as to comply with the requirements contained herein and the requirements of any governmental agreement, rules and regulations applicable to this Project. If it is not possible to carry out the project in such a manner, the Recipient shall, as soon as practicable, notify the RTA in writing of the specific provisions of each agreement, rule or regulation in conflict and reasons for conflict in order that appropriate arrangements may be made between the parties and any governmental entity to permit the Project to proceed.

7.2 The Recipient acknowledges that federal and state governmental requirements may change, and the changed requirements will apply to the Project as required. The Recipient acknowledges that a reference to a specific law in this Agreement is considered to be a reference to 1) such law as it may be amended, modified or supplemented from time to time, 2) all regulations and rules pertaining to or promulgated pursuant to such law, (c) the successor to the law resulting from recodification or similar reorganizing of laws and (d) all future laws pertaining to the same or similar subject matter. The Recipient agrees to include in all subcontracts or lower tier agreements specific notice to this effect.

7.3 The Illinois Department of Transportation (IDOT) and the FTA shall not be subject to any obligations or liabilities by or to the Recipient or contractors of the Recipient or their subcontractors or any other person not party to this Agreement in connection with the performance of this Project, without their respective express written consent, notwithstanding the concurrence in or approval of the solicitation or the award by IDOT or FTA to such contractors or subcontractor(s). The Recipient agrees to include this clause in each subcontract or lower tier agreement financed in whole or in part with federal and/or state assistance.

ARTICLE VIII: PROJECT ADMINISTRATION AND MANAGEMENT

8.1 Project Management.

(a) The Recipient is responsible for administration and management of each Project.

(b) The RTA or its designee may conduct periodic on-site inspections of each Project to evaluate the effectiveness of the Recipient's arrangement for supervision and inspection and to evaluate the work done on the Project and adherence to this Agreement. The Recipient shall provide reasonable access to its premises, or cause its contractors to provide reasonable access to their premises, for the RTA and its designee to permit these inspections. Inspection of, or concurrence by, RTA in Project work does not relieve the Recipient of its responsibilities and liabilities. Any inspection must be coordinated with the Recipient's personnel for purposes of providing reasonable notice and adhering to safety regulations.

(c) Any Project management plan or amendment to such plan provided pursuant to any governmental agreement, grant or contract for any Project in this Agreement shall require written approval of the RTA.

(d) The Recipient shall report to the RTA regarding all Projects in this Agreement and shall provide to the RTA such information that the RTA deems necessary to meet its reporting responsibilities or other requests from the FTA or any other governmental agency. When requesting reimbursement from the RTA, the Recipient will be required to submit detailed requisitions and progress reports supported by properly executed payrolls, time records, invoices, contracts, or vouchers, evidencing in detail the nature and propriety of the charges.

ARTICLE IX: REQUISITION, PAYMENT PROCEDURES, AND RECORD KEEPING

9.1 The Recipient shall establish and maintain as a separate set of accounts, or as an integral part of its current accounting scheme, accounts for each Project in conformity with requirements established by the RTA.

9.2 Allowable Costs.

Funds provided by the RTA under this Agreement shall only be used to pay or reimburse the Recipient for allowable costs for a Project which meets all of the requirements set forth below:

(a) They shall be made in conformance with the final, approved Exhibit A, Scope of Services, and Exhibit B, Project Budget(s), and all other provisions of this Agreement;

(b) They shall be necessary in order to accomplish the Project;

(c) They shall be reasonable in amount for the goods or services purchased;

(d) They shall be actual net costs to the Recipient (i.e., the price paid minus any refunds, rebates, or other items of value received by the Recipient which have the effect of reducing the cost actually incurred);

(e) They shall be incurred (and for work performed) after the effective date of this Agreement, unless specific authorization from the RTA to the contrary is received (in no event will the RTA provide funding to reimburse expenses incurred after expiration of this Agreement);

(f) To the extent applicable, they shall be in conformance with the standards for allowability of costs established by IDOT. State of Illinois rates apply for travel, lodging, meals, and other expenses, as applicable.

(g) They shall be satisfactorily documented;

(h) They shall be treated uniformly and consistently under accounting principles and procedures approved or prescribed by generally accepted accounting principles, and those approved or prescribed by the Recipient for its contractors; and

(i) They shall be supported by properly executed payrolls, time records, invoices, contracts, or vouchers evidencing in detail the nature and propriety of the charges. (In the event that it may be impractical to determine exact costs of indirect or service functions, allowable costs will include such allowances for these costs as may be approved by the RTA.)

9.3 Payment Procedures.

(a) The Recipient may make requests for payment of allowable costs under the Agreement, and the RTA shall honor such requests in the manner set forth in this paragraph. In order to receive payments, the Recipient shall:

(1) Execute and submit to the RTA a requisition for approval by the RTA;

(2) Have submitted all financial, progress, and other reports required by the RTA; and

(3) Have received approval by the RTA for any budget revisions required to cover all costs to be incurred by the end of the requisition period.

(b) Upon receipt of the completed requisition form and the accompanying information in satisfactory form, the RTA shall process the requisition. If the Recipient is complying with its obligations pursuant to the Agreement, the RTA shall reimburse apparent allowable costs incurred by the Recipient up to the maximum amount of the RTA Agreement funds. Such reimbursement shall be made within sixty (60) days after receipt of each request for same from the recipient. However, reimbursement of any cost pursuant to this paragraph shall not constitute a final determination by the RTA of the allowability of such cost and shall not constitute a waiver of any

violation of the terms of this Agreement committed by the Recipient. The RTA will make a final determination as to the allowability of costs only after a final audit of the Agreement has been conducted pursuant to Article XI of the Agreement.

(c) In the event that the RTA determines that the payment should not be made, it shall notify the Recipient within twenty (20) days after receipt of the completed requisition form, stating the reasons for such determination.

(d) The Recipient agrees that upon completion of all of the Projects in this Agreement and after payment or provision for payment or reimbursement of all allowable costs, the Recipient shall refund to the RTA any unexpended balance of funds received by the Recipient under this Agreement.

9.4 Records Retention.

(a) All books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with this Agreement, this Agreement and all books, records, and supporting documents related to the Agreement must be retained by Recipient for a minimum of five (5) years after completion of this Agreement or such longer time as may be required by any governmental agency from which funds are obtained and shall be available for review and audit by authorized representatives of the RTA, the Illinois Auditor General, IDOT, the FTA, or another governmental agency with the following qualifications:

(1) All records must be retained until final audit is completed and all audit findings are resolved, unless otherwise agreed to by the RTA;

(2) If any litigation or claim is initiated before completion of the final audit, records must be retained until all litigation or claims involving these records have been resolved; and

(3) Records of any property acquired with RTA funds must be retained for three years after final disposition of the property.

(b) Should the Recipient administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 USC 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

9.5 Audits.

(a) Pursuant to all applicable Office of Management and Budget Circulars, the Recipient shall permit, and shall require its contractors to permit, at any time, the RTA, or IDOT or other state or federal agency, authorized to perform such audit and inspection, to inspect all work, materials, payrolls, and other data and records, including computer or electronically generated records, documents, and data, with

regard to each Project, and to audit the books, records, and accounts of the Recipient and its contractors with regard to each Project. The RTA also may require the Recipient to furnish at any time prior to closeout of the Agreement, audit reports with respect to the Agreement prepared according to generally accepted accounting principles. The Recipient agrees to promptly comply with recommendations contained in any RTA, IDOT or other state or federal agency final audit report.

(b) In accordance with 49 USC 5325(g), the Grantee agrees to require each third party whose contract award is not based on competitive bidding procedures as defined by the Secretary of U.S. DOT, to permit the Secretary, Comptroller General of the U.S., IDOT, the RTA, or their duly authorized representatives, to inspect all work, materials, payrolls, and other data and records involving that third-party contract and audit the books, records, and accounts involved.

ARTICLE X: RIGHT OF THE RTA TO TERMINATE

10.1 Upon written notice to the Recipient, the RTA may suspend or terminate all or part of the financial and/or technical assistance provided herein if the Recipient is or has been in violation of the terms of the Agreement (including its obligation to provide for a portion of the funding for each Project as reflected on Exhibit B, if applicable), or if funding provided to the RTA pursuant to paragraph 7.1 is terminated. Termination of any Project in this Agreement will not invalidate obligations of the RTA to reimburse the Recipient for Project costs incurred up to and including the date of termination, nor invalidate obligations of the Recipient, properly incurred by the Recipient, to the extent they are noncancellable. The acceptance of a remittance by the RTA of any or all Project funds previously received by the Recipient or the closing out of the RTA financial participation in the Project shall not constitute a waiver of any claim which the RTA may otherwise have arising out of this Agreement.

For example, the foregoing remedies shall become available to the RTA if one of the following occurs:

(a) There is any misrepresentation of a material nature in the Application, or amendment thereof, or in respect to this Agreement or any document or data furnished pursuant hereto, or any other submission of the Recipient required by the RTA in connection with this Agreement;

(b) There is pending litigation which, in the opinion of the RTA, may jeopardize funding provided to the RTA pursuant to paragraph 7.1 of this Agreement;

(c) There has been in connection with the funding provided to the RTA pursuant to paragraph 7.1, any violation of the state or federal regulations, ordinances, or statutes applicable to the Recipient, its officers, or employees which, in the opinion of the RTA, affects this Agreement;

(d) Any funds provided by the RTA pursuant to this Agreement are used for an ineligible purpose;

(e) The Recipient is unable to substantiate the proper use of funding provided to the RTA pursuant to paragraph 7.1;

(f) The Recipient is in default under any of the provisions of this Agreement;

(g) There is failure to make progress which significantly endangers substantial completion of performance of the Project within a reasonable time, which failure shall be deemed to be a violation of the terms of this Agreement;

(h) The Recipient has failed to maintain the Project Facilities as required by this Agreement;

(i) The RTA determines that the purposes of the applicable governing laws would not be adequately served by continuation of state or federal assistance to the Project;

(j) The State Legislature or any federal agency fails to make sufficient appropriations for funding pertinent to that provided to the RTA pursuant to paragraph 7.1.

ARTICLE XI: SETTLEMENT AND CLOSE-OUT

11.1 Upon receipt of notice of successful completion of the Agreement or upon termination by the RTA, the RTA at its discretion will perform or contract for the performance of a final audit to determine the final allowability of costs incurred and shall make final settlement of the RTA's obligations described in this Agreement. If the RTA has made payments to the Recipient in excess of the total amount of such RTA obligations, the Recipient shall promptly remit such excess to the RTA. The Agreement close-out occurs when the RTA notifies the Recipient and forwards the final Agreement payment or when an appropriate refund of RTA Agreement funds has been received from the Recipient and acknowledged by the RTA. Agreement close-out shall be subject to any continuing obligations imposed on the Recipient by this Agreement or contained in the final notification or acknowledgment from the RTA.

ARTICLE XII: PROCUREMENT

12.1 Procurement Procedures.

(a) The Recipient shall follow applicable federal, state, and local law and procedures when awarding and administering contracts for goods and services funded by this Agreement. Any such contract or subcontract for goods, property and services exceeding $40,000 shall contain all

the clauses pursuant to FTA Circular 4220.1F and 49 CFR 18.36, 19.40-19.48, and the parties shall comply with the requirements therein.

(b) Apart from inconsistent requirements imposed by federal and state law, the Recipient (and its subcontractors) agrees that no federal or state funds shall be used to support procurement utilizing exclusionary or discriminatory specifications and it will comply with 49 USC 5323(h)(2).

(c) The Recipient agrees to comply with U.S. Maritime Administration Regulations, "Cargo Preference – U.S. Flag Vessels," 46 CFR 381, to the extent those regulations apply to the Project, and insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

(d) To the extent applicable, the Recipient agrees to comply with the requirements of 49 USC 5323 and FTA regulations, "Bus Testing", 49 CFR 665, and agrees to provide the RTA with applicable certifications and obtain applicable certifications from contractors, subcontractors, and manufacturers.

(e) Each third-party contract (valued at more than $100,000 for Construction and Acquisition of Goods or Rolling Stock) utilizing FTA assistance must conform with 49 USC 5323(j), and FTA regulations, "Buy America Requirements," 49 CFR 661.

(f) The Recipient agrees to refrain from using state or local geographic preferences, except those expressly mandated or encouraged by federal statute, and as permitted by IDOT and FTA.

(g) The Recipient agrees to comply with the requirements of Executive Order No. 12549 and 12689 "Debarment and Suspension," and U.S. Department of Transportation (DOT) regulations on Debarment, 49 CFR 29, and agrees to obtain applicable certifications from contractors and subcontractors and otherwise comply with federal and state regulations.

(h) The Recipient certifies that it has not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Recipient made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the Recipient committed bribery or attempted bribery on behalf of the Recipient and pursuant to the direction or authorization of a responsible official of the Recipient. The Recipient further certifies that it has not been barred from contracting with a unit of the State or local government as a result of a violation of Title III, Part E, Article 33 of the Criminal Code. These certifications shall apply equally to any subrecipient or contractor, at all levels, without regard to the value of the subagreement or contract.

(i) Electronic and Information Technology – to the extent applicable, Recipient agrees to include in its specification requirements that all reports or information will be prepared and provided using electronic or information technology capable of assuring that, when provided to the

RTA, it will meet with the applicable accessibility standards of Section 508 of the Rehabilitation Act of 1973, as amended, 29 USC 794(d) and U.S. Architecture and Transportation Barriers Compliance Board (ATBCB) regulations "Electronic and Information Technology Accessibility Standards," 36 CFR 1194.

12.2 Procurement Review.

The Recipient must obtain pre-award approval from the RTA for: (1) any proposed third-party contract; (2) any change order with a third-party contractor; and (3) any use of force account for activities funded by this Agreement.

ARTICLE XIII: THIRD-PARTY CONTRACT DISPUTES OR BREACHES

13.1 The RTA, and any state or federal granting agency, has a vested interest in the settlement of disputes, defaults, or breaches involving any RTA-assisted third-party or subrecipient contracts for any Project. The RTA retains a right to a proportional share, based on the percentage of the RTA share committed to any Project, of any proceeds derived from any third-party recovery, after taking into account any costs incurred by the Recipient in securing the recovery. Therefore, the Recipient shall avail itself of all legal rights available under any third-party contract.

The Recipient shall promptly notify the RTA of any litigation, default, breach, or major dispute pertaining to any third-party or subrecipient contract. This responsibility shall flow down to all subrecipients at every tier and must be expressly contained in all procurement and nonprocurement awards and agreements involving funds provided pursuant to this grant.

The RTA reserves the right to concur in any compromise or settlement of the Recipient's claim(s) involving any third-party or subrecipient contract. If the third-party or subrecipient contract contains a liquidated damages provision, such proportional share of any liquidated damages recovered shall be credited to the Project account unless the RTA permits otherwise.

ARTICLE XIV: ASSIGNMENT OF CONTRACT - SUBCONTRACTORS

14.1 The Recipient agrees that no contract for services of any kind in connection with a Project funded by this Agreement shall be assigned, transferred, conveyed, sublet, or otherwise disposed of without the prior written consent of the RTA. All subcontracts shall contain all applicable contract clauses pursuant to federal and state requirements, and as required by this Agreement.

ARTICLE XV: INDEMNIFICATION

15.1 The Recipient agrees to save or hold harmless and indemnify the RTA from and against any and all losses, expenses, damages (including loss of use), demands, and claims, and shall defend any suit or action, whether at law or in equity, brought against it based on any alleged injury (including death) or damage relating to or arising out of any act or omission of the Recipient, its officers, employees and agents with respect to any Project funded by this Agreement and shall pay

all damages, judgments, costs, and expenses, including attorney's fees, in connection with any demands and claims resulting therefrom; provided, however, that the Recipient shall not be required to save harmless, indemnify, or defend the RTA due to the negligence or misconduct of the RTA or its successors, assigns, agents, or employees or their respective failure to reasonably perform under this Agreement. This Section 15.1 shall survive the termination or expiration of this Agreement, whether by lapse of time or otherwise.

ARTICLE XVI: INDEPENDENCE OF RECIPIENT

16.1 In no event shall the Recipient or any of its employees, agents, contractors, or subcontractors be considered agents or employees of the RTA, IDOT, FTA, U.S. Department of Transportation, or State of Illinois. Furthermore, the Recipient agrees that none of its employees, agents, contractors, or subcontractors will hold themselves out as, or claim to be, agents, officers, or employees of the RTA, U.S. Government, or State of Illinois and will not by reason of any relationship with the Agreement make any claim, demand, or application to or for any right or privilege applicable to an agent, officer, or employees of the RTA, U.S. Government, or State of Illinois, including but not limited to, rights and privileges concerning workmen's compensation and occupational diseases coverage, unemployment compensation benefits, Social Security coverage, or retirement membership or credit.

ARTICLE XVII: NONCOLLUSION

17.1 The Recipient warrants that it has not paid and agrees not to pay any bonus, commission, fee, or gratuity for the purpose of obtaining any approval of its Application for any Project pursuant to this Agreement. No Recipient officer or employee, or member of any unit of local government which contributes funds to any Project funded by this Agreement shall be admitted to any share or part of this Agreement or to any benefit arising therefrom other than nominal.

ARTICLE XVIII: CONFLICTS OF INTEREST

18.1 The Recipient hereby certifies that: (1) no employee, officer, board member, or agent of the Recipient is a director, officer, or employee of the RTA or (2) if such relationship exists, it is not prohibited by any applicable conflict of interest laws. The Recipient further certifies that, to its knowledge, no employee, officer, board member, or agent of the Recipient has participated in the selection, award, or administration of a contract supported by federal or state funds where such participation constitutes a conflict of interest, whether real or apparent. This conflict of interest requirement applies to all former employees, officers, board members, and agents for one year from the date the employee, officer, board member, or agent ended its employment with the Recipient.

The Recipient acknowledges that no director, officer, or employee of the RTA may represent the Recipient with respect to any application or agreement in regard to which such director, officer or employee may be called upon to vote. The Recipient hereby certifies that it has not been, and

shall not be, represented by any director, officer, or employee of the RTA with respect to its application for financial or financial and technical assistance or this Agreement.

The Recipient agrees that its employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors, or anything of monetary value from contractors, potential contractors, or parties to subagreements. The RTA may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Recipient relating to such contract, subcontract, or arrangement.

18.2 The Recipient agrees that it will prevent any real and apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third-party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third-party contractor or recipient or impair the objectivity in performing the contract work.

ARTICLE XIX: RECIPIENT'S RESPONSIBILITY FOR COMPLIANCE

19.1 Irrespective of the participation of other parties or third-party contractors, the Recipient remains primarily responsible for compliance with this Agreement and all applicable federal, state, and local laws and regulations. This responsibility shall flow down to all subrecipients and third parties at every tier and must be expressly contained in all procurement and nonnprocurement awards and agreements involving the funds provided pursuant to this Agreement. If the Recipient will receive federal funds or funds from the Illinois Department of Transportation under this Agreement, the Recipient must complete Exhibit C, Federal Certifications and Assurances, and comply with applicable terms and conditions therein. In addition, if the Recipient will receive federal funds under this Agreement, the Recipient must complete Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements, and comply with the terms and conditions therein as well as those of the Master Agreement between RTA and the U.S. Department of Transportation, as may be amended from time to time. In particular, provisions of the Master Agreement requiring Flow-Down to third parties such as subrecipients and contractors at all tiers must be expressly contained in all procurement and nonprocurement awards and agreements involving funds provided pursuant to this grant. The Master Agreement may be found here, or an updated copy may be requested from RTA.

ARTICLE XX: LABOR LAW COMPLIANCE

20.1 The Recipient agrees to comply with the labor law compliance provisions of any FTA grant contract pertaining to any Project funded by this Agreement and all applicable federal and state labor laws and regulations including, but not limited to, such laws and regulations relating to minimum wages to be paid to employees, limitations upon the employment of minors, minimum

fair wage standards for minors, payment of wages due employees, and health and safety of employees.

(a) Contract Work Hours and Safety Standards. The requirements of the clauses contained in 29 CFR 5.5(b) are applicable to any contract subject to the overtime provisions of the Contract Work Hours and Safety Standards Act and not to any of the other statutes cited in 29 CFR 5.1. The Recipient and its subcontractors shall maintain payrolls and basic payroll records during the course of the work and shall preserve them for a period of three years from the completion of the contracts for all laborers and mechanics, including guards and watchmen, working on the contract. Such records shall contain the name and address of each such employee, social security number, correct classification, hourly rates of wages paid, daily and weekly number of hours worked, deductions made, and actual wages paid. The records to be maintained under this clause shall be made available by the Recipient or its subcontractors for inspection, copying, or transcription by authorized representatives of the FTA, U.S. Department of Transportation, or Department of Labor, and the Recipient or its subcontractors will permit such representatives to interview employees during working hours on the job.

(b) The Recipient or contractor shall insert in any subcontract the clauses set forth in 29 CFR 5.5(b), and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in 29 CFR 5.5(b) involving overtime pay, unpaid wages and withholding for unpaid wages.

20.2 The Recipient also agrees to require any contractor performing professional or consulting service in connection with any Project funded by this Agreement to agree to adhere to the requirements of this Article.

ARTICLE XXI: CIVIL RIGHTS

21.1 Nondiscrimination.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations and ordinances relating to nondiscrimination including, but not limited to, all requirements of Title VI of the Civil Rights Act of 1964, 42 USC 2000(d); Section 303 of the Age Discrimination Act of 1975, as amended, 42 USC 6101, Section 202 of the Americans with Disabilities Act of 1990, 42 USC 12101 *et seq*., Federal Transit Law at 49 USC 5332, and US DOT regulations, "Nondiscrimination in Federally-Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act," 49 CFR 21, and any implementing requirements the FTA may issue.

21.2 Equal Employment Opportunity Clauses.

(a) Federal Equal Employment Opportunity – The following requirements apply to the Project and the Recipient agrees to include these requirements in each contract and subcontract financed in whole or in part with federal assistance provided by FTA.

(1) Discrimination Prohibited – In accordance with 42 USC 2000(e), 49 USC 5332, the Recipient agrees to comply with any applicable Federal statutes, executive orders, regulations, and Federal policies including the U.S. Department of Labor regulations, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor," 41 CFR 60 *et seq*., (which implement E.O. No. 11246, "Equal Employment Opportunity," as amended by E.O. No. 11375, "Amending E.O. No. 11246 relating to Equal Employment Opportunity,") that may in the future affect construction activities undertaken in the course of this Project. The Recipient agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during their employment, without regard to race, color, creed, sex, age, or national origin. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation; and selection for training, including apprenticeship. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(2) EEO Program Incorporated by Reference – If the Recipient is required to submit and obtain approval of its EEO program, that EEO program approved by the United States or State of Illinois government is incorporated by reference and made a part of this Agreement. Failure by the Recipient to carry out the terms of that EEO program shall be treated as a violation of this Agreement. Upon notification of its failure to carry out the approved EEO program, the RTA and the United States or State of Illinois government may impose such remedies as it considers appropriate, including termination of financial assistance, or other measures that may affect the Recipient's eligibility to obtain future financial assistance in transportation projects.

(3) Age – In accordance with 49 USC 5332, the Recipient agrees to refrain from discrimination against present and prospective employees for reasons of age. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(4) Disabilities – In accordance with 42 USC 12101, the Grantee agrees that it will comply with the requirements of 29 CFR 1630, pertaining to the employment of persons with disabilities. In addition, the Recipient agrees to comply with any implementing requirements FTA may issue.

(5) Sex – In accordance with Title IX of The Educational Amendments of 1972, as amended, 20 USC 1681 *et seq*., and U.S. Department of Transportation regulations 45 CFR 86, the Recipient agrees to comply with prohibitions against discrimination on the basis of sex, and any federal requirements that may be promulgated.

(6) Language Proficiency – In accordance with Executive Order No. 13166, the Grantee agrees to comply with the applicable provisions of said Executive Order, "Improving Access to Services for Persons with Limited English Proficiency," for improving access to services for persons with limited English proficiency, *see* 42 USC 2000d-1.

(7) Environmental Justice – The Recipient shall comply with the applicable policies of Executive Order No. 12898, "Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations", *see* 42 USC 4321 note.

(b) Sexual Harassment – The Recipient will have written sexual harassment policies that shall include, at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment, under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the Recipient's internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Resources and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act, 775 ILCS 5/1-101 *et seq*. A copy shall be provided to the RTA upon request.

(c) Illinois Human Rights Act - In the event of the Recipient's noncompliance with the provisions of the Illinois Equal Employment Opportunity Clause, the Illinois Human Rights Act or the rules and regulations (the "Rules and Regulations") of the Illinois Department of Human Rights (the "IDHR"), the Recipient may be declared ineligible for future contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations, and this Agreement may be canceled or voided in whole or in part, and such other sanctions or penalties may be imposed or remedies invoked as provided by statute or regulation. During the performance of this Agreement the Recipient agrees as follows:

(1) That it will not discriminate against any employee or applicant for employment because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service; and further that it will examine all job classifications to determine if minority persons or women are underutilized and will take appropriate affirmative action to rectify any such underutilization.

(2) That, if it hires additional employees in order to perform this Agreement or any portion thereof, it will determine the availability (in accordance with the IDHR Rules and Regulations) of minorities and women in the area(s) from which it may reasonably recruit and it will hire for each job classification for which employees are hired in such a way that minorities and women are not underutilized.

(3) That, in all solicitations or advertisements for employees placed by it or on its behalf, it will state that all applicants will be afforded equal opportunity without discrimination because of race, color, religion, sex, marital status, national origin or ancestry, age, physical or mental handicap unrelated to ability, or an unfavorable discharge from military service.

(4) That it will send to each labor organization or representative of workers with which it has or is bound by a collective bargaining or other agreement or understanding, a notice advising such labor organization or representative of the Recipient's obligations under the Illinois Human Rights Act and the IDHR Rules and Regulations. If any such labor organization or representative fails or refuses to cooperate with the Recipient in its efforts to comply with such Act and Rules and Regulations, the Recipient will promptly so notify the IDHR and the contracting agency and will recruit employees for other sources when necessary to fulfill its obligations thereunder.

(5) That it will submit reports as required by the IDHR Rules and Regulations, furnish all relevant information as may from time to time be requested by the IDHR or the contracting agency, and in all respects comply with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(6) That it will permit access to all relevant books, records, accounts, and work sites by personnel for the contracting agency and the IDHR for purposes of investigation to ascertain compliance with the Illinois Human Rights Act and the IDHR Rules and Regulations.

(7) That it will include verbatim or by reference the provisions of this section in every subcontract it awards under which any portion of the contract obligations are undertaken or assumed, so that such provisions will be binding upon such subcontractor. In the same manner as with other provisions of this Agreement, the Contractor will be liable for compliance with applicable provisions of this clause by such subcontractors; and further it will promptly notify the contracting agency and the IDHR in the event any subcontractor fails to or refuses to comply therewith. In addition, the Contractor will not utilize any subcontractor declared by the Illinois Human Rights Commission to be ineligible for contracts or subcontracts with the State of Illinois or any of its political subdivisions or municipal corporations.

21.3 Disabilities.

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all applicable federal and state requirements under the ADA and all applicable federal and state laws and regulations relating to procurement and access requirements in accommodating individuals with disabilities. The Recipient shall comply with and agrees to include the following requirements in each contract or subcontract: applicable state and federal requirements of the Americans with Disabilities Act of 1990 (ADA), 42 USC 12101, *et seq*.; 49 USC 5301(d); Section 504 of the Rehabilitation Act of 1973, as amended, 29 USC 794; Architectural Barriers Act, as amended, 42 USC 4151, *et. seq*.; any amendments to the aforementioned Acts; and the following regulations and amendments thereto:

(a) DOT regulations, "Transportation Services for Individuals with Disabilities (ADA)," 49 CFR 37; "Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving Federal Financial Assistance," 49 CFR 27; "Americans with Disabilities Act (ADA) Accessibility Guidelines/Specifications for Transportation Vehicles," 36 CFR 1192 and 49 CFR 38;

(b) Department of Justice (DOJ) regulations, "Nondiscrimination on the Basis of Disability in State and Local Government Services," 28 CFR 35; and "Nondiscrimination on the Basis of a Disability by Public Accommodations and in Commercial Facilities," 28 CFR 36;

(c) Uniform Federal Accessibility Standards, Appendix A to 41 CFR 101-19.6 (Copies of the Uniform Federal Accessibility Standards are available from the Office of Fair Housing and Equal Opportunity, U.S. Department of Housing and Urban Development, 451 Seventh Street, S.W., Washington, DC 20410, telephone (202) 708-1112;

(d) U.S. EEOC regulations to implement the equal employment provisions of the ADA, 29 CFR 1630;

(e) Federal Communications Commission regulations, "Telecommunications Relay Services and Related Customer Premises Equipment for the Hearing and Speech Disabled," 47 CFR 64, Subpart F;

(f) FTA regulations, "Transportation for Elderly and Handicapped Persons," 49 CFR 609;

(g) U.S. ATBCB regulations "Electronic and Information Technology Accessibility Standards", 36 CFR 1194; and

(h) Any implementing requirements FTA may issue.

21.4 Disadvantaged Business Enterprises.

The following provisions shall apply to all Recipients as well as any subrecipients or subgrantees at any and all tiers who receive the funds provided in this Agreement in order to implement the Project.

(a) In accordance with 49 CFR Part 26.13(a), as amended, the Recipient assures the RTA that it shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Agreement or the award and performance of any subcontract hereunder. Furthermore, the Recipient shall carry out applicable requirements of 49 CFR Part 26 in the award and administration of DOT-assisted contracts. Failure by the Recipient to carry out these requirements is a material breach of this Agreement, which may result in its termination or such other remedy as the RTA deems appropriate.

(b) Any Recipient with an FTA approved DBE program shall include the funds provided in this Agreement when submitting DBE-related data in reports required by the FTA pursuant to its approved program. The RTA shall receive copies of all such reports and will not be responsible for providing DBE-related data to the FTA regarding the funds provided in this Agreement.

(c) Any Recipient without an FTA approved DBE program shall adopt and abide by the RTA's DBE program, which is incorporated as though fully set forth herein. The Recipient must inform the RTA whether it intends to abide by its own, or the RTA's DBE program.

(d) The Recipient shall agree to include the language set forth in this Disadvantaged Business Enterprise Assurance in each subcontract it executes.

ARTICLE XXII: ENVIRONMENTAL COMPLIANCE

The Recipient shall comply with and shall require its contractors and subcontractors to comply with all federal, state, and local laws, rules, regulations, and ordinances imposing environmental, resource conservation, and energy requirements with respect to the Project. The Recipient expressly understands that the following items do not constitute the Recipient's entire obligation to meet federal requirements. The Recipient agrees to comply with the following requests:

22.1 Energy Conservation – The Recipient and its contractors at all tiers shall comply with applicable mandatory standards and policies relating to energy efficiency that are contained in applicable state energy conservation plans issued in compliance with the Energy Policy and Conservation Act, 42 USC 6321 *et seq*.

22.2 Clean Fuels – To the extent applicable the Recipient and its contractors and subcontractors shall comply with the requirements of "Clean Fuels Formula Grant Program", 49 CFR 624 and any other applicable federal requirements, and 49 USC 5308.

ARTICLE XXIII: DRUG FREE WORKPLACE

23.1 The Recipient certifies and agrees that it will provide a drug-free workplace as required by the Drug Free Workplace Act (30 ILCS 580/1 *et seq.*) and that it will comply with all provisions thereof. Further, the Recipient agrees to comply with the U.S. DOT Drug Free Workplace Act, and U.S. DOT regulations, "Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)", 49 CFR 32, and other U.S. DOT and FTA regulations and guidance pertaining to substance abuse (drugs and alcohol) that may be promulgated.

23.2 If applicable, the Recipient also agrees to comply with all aspects of the anti-drug program outlined in the "Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations" regulation, 49 CFR 655; "Procedures for Transportation Workplace Drug and Alcohol Testing Programs" regulation, 49 CFR 40, and to require contractors and subcontractors, when applicable under 49 U.S.C. 5331 and 49 CFR 655, to do the same.

23.3 Confidentiality – Drugs or Alcohol Abuse. The Recipient shall comply with, and agrees to include the following requirements in each contract or subcontract, applicable state and federal requirements of confidentiality and other Civil Rights provisions of the Drug Abuse Office and Treatment Act of 1972, as amended, 21 USC 1174 *et seq*. and the Public Health Service Act of 1912, 42 USC 290dd-2, including any amendments to the aforementioned Acts.

ARTICLE XXIV: RESTRICTIONS ON LOBBYING

24.1 (a) If this Agreement provides funding in whole or in part from federal funds for a Project(s), the Recipient agrees to comply with Section 319 of the 1990 Department of Interior and Related Agencies Appropriations Act, 31 USC 1352 relating to restrictions on influencing or attempting to influence federal officials in connection with grants, cooperative agreements, or contracts. The Recipient shall certify its compliance with this Act as specifically described in subparagraphs (b) and (c) below by signing the attached Exhibit F, Certification Regarding Lobbying.

(b) The Recipient agrees that no federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(c) The Recipient further agrees that if any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Federal Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(d) The Recipient shall require that the language of this Article XXIV be included in the award documents for all third-party contracts and that all such contractors shall sign Exhibit F, Certification Regarding Lobbying and disclose accordingly.

ARTICLE XXV: PUBLIC RELATIONS

25.1 The Recipient agrees to notify the RTA of the following: (i) upon receipt of any media, press**,** or mass information distribution system inquiry regarding the Project(s); (ii) upon receipt of any request for documents pursuant to the Freedom of Information Act (FOIA) pertaining to the Project(s); (iii) prior to issuing any press release or other media statement regarding the Project(s). The Recipient acknowledges that the duty to notify the RTA extends through Project(s) completion, and potentially beyond the term of this Agreement.

ARTICLE XXVI: SEVERABILITY

26.1 If any provision of this Agreement is held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remainder would continue to conform to the purposes, terms, and requirements of applicable law.

ARTICLE XXVII: ASSIGNMENT AND AGREEMENT

27.1 This Agreement shall not be assigned, transferred, conveyed, sublet, or otherwise disposed of by the Recipient without the prior written consent of the RTA.

ARTICLE XXVIII: AMENDMENT

28.1 The Parties agree that no change of the aggregate amount of all Project Budgets or a modification in scope of this Agreement shall be of any force or effect unless such amendment is dated, reduced to writing, executed by both parties, and attached to and made a part of this Agreement. No work shall be commenced and no costs or obligations incurred in consequence of any amendment to this Agreement or any attachments hereto unless and until such amendment has been executed and made a part of this Agreement and Exhibit A, Scope of Services, and Exhibit B, Project Budget, for each Project as appropriate, has been amended to conform thereto.

ARTICLE XXIX: TITLES

29.1 The Parties agree that the titles of the articles and paragraphs of this Agreement are inserted for convenience of identification only and shall not be considered for any other purpose.

ARTICLE XXX: OWNERSHIP OF DOCUMENTS/TITLE TO WORK

30.1 All documents, data, and records produced by Recipient and its contractors in carrying out Recipient's obligations and services hereunder, without limitation and whether preliminary or final, as between the RTA and Recipient shall become and remain the property of the RTA. The RTA shall have the right to use all such documents, data, and records without restriction or limitation and without additional compensation to Recipient. All documents, data, and records utilized in performing research shall be available for examination by the RTA upon request. Upon completion of the services hereunder or at the termination of this Agreement, all such documents, data, and records shall, at the option of the RTA, be appropriately arranged, indexed, and delivered to the RTA by Recipient.

30.2 In accordance with 37 CFR 401, if any invention, improvement, or discovery of the Recipient or any of its subconsultants is conceived or first actually reduced to practice in the course of or under this Project, and that invention, improvement, or discovery is patentable under the laws of the United States of America or any foreign country, the Recipient agrees to notify the RTA, IDOT and FTA immediately and provide a detailed report. The rights and responsibilities of the Recipient, its subcontractors, the RTA, IDOT, and FTA, with respect to such invention, improvement, or discovery will be determined in accordance with applicable state and federal laws, regulations, policies, and any waiver thereof. The Recipient agrees to insert the substance of the provisions of this clause in all subcontracts issued pursuant to this Agreement.

30.3 Rights in Data and Copyrights: The Recipient agrees as follows:

(a) The term "subject data" used in this section means recorded information, whether or not copyrighted, that is delivered or specified to be delivered under this Agreement. The term includes graphic or pictorial delineation in media, such as drawings or photographs; text in specifications or related performance or design-type documents; machine forms, such as punched cards, magnetic tape, or computer memory printouts; and information retained in computer memory. Examples include, but are not limited to: computer software, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information. The term does not include financial reports, cost analyses, and similar information incidental to project administration.

(b) The following provisions apply to all subject data first produced in the performance of this Agreement:

(1) Except for its own internal use, the Recipient may not publish or reproduce subject data in whole or in part, or in any manner or form, nor may the Recipient authorize others to do so, without the written consent of RTA, IDOT, or FTA, until such time as RTA, IDOT, or FTA, may have either released or approved the release of such data to the public; this restriction on publication, however, does not apply to agreements with academic institutions.

(2) As authorized by 49 CFR Part 18.34 and 49 CFR Part 19.36, RTA, IDOT and FTA reserve a royalty-free, nonexclusive, and irrevocable license to reproduce, publish, or otherwise use, and to authorize others to use, for "federal and state government purposes:"

(i) Any subject data developed under a grant, cooperative agreement, subgrant, subagreement, or third-party contract, irrespective of whether or not a copyright has been obtained; and

(ii) Any rights of copyright to which a third-party consultant purchases ownership with federal or state assistance.

(c) When the federal or state government provides assistance to a grantee for a Project involving planning, research, development, or a demonstration, it is generally FTA and IDOT's intent to increase the body of mass transportation knowledge, rather than to limit the benefits of the Project to those parties that have participated therein. Therefore, unless FTA or IDOT determine otherwise, the recipient of IDOT or FTA assistance to support planning, research, development, or a demonstration financed under the Acts, as amended, understands and agrees that, in addition to the rights set forth in section 29.3 (b) above, IDOT or FTA may make available to any government grantee, third-party consultant, or third-party subconsultant, either the federal or state government's license in the copyright to the subject data first produced under this Agreement. In the event that such a Project, which is the subject of this Agreement, is not completed for any reason

whatsoever, all data developed under that Project shall become subject data as defined in section 29.3 (a) above, and shall be delivered as RTA may direct. This subsection, however, does not apply to adaptations of automatic data processing equipment or programs for the Recipient's use, which costs are financed in whole or in part with IDOT or FTA assistance for transportation capital projects.

(d) Unless prohibited by state law, the Recipient agrees to indemnify, save, and hold harmless the RTA, the State of Illinois and FTA, as their officers, agents, and employees acting within the scope of their official duties, against any liability, including costs and expenses, resulting from any violation by the Recipient of proprietary rights, copyrights, or right of privacy, arising out of the publication, translation, reproduction, delivery, use, or disposition of any data furnished under this Agreement. The Recipient shall not be required to indemnify the RTA, the State of Illinois and FTA for any such liability arising out of the wrongful acts of employees or agents of the RTA, the State of Illinois, or FTA.

(e) Nothing contained in this section on rights in data shall imply a license to the RTA, IDOT or FTA under any patent to be construed as affecting the scope of any license or other right otherwise granted to the RTA, IDOT, and FTA under any patent.

(f) The requirements of subsections (c), (d), and (e) of section 29.3 above, do not apply to material furnished to the Recipient by the RTA, IDOT and FTA and incorporated in the work carried out under this Agreement, provided that such incorporated material is identified by the Recipient at time of delivery of such work.

(g) The Recipient understands and agrees that data and information submitted to the RTA, IDOT, or FTA may be required to be made available under the Freedom of Information Act or other state or federal statutes in accordance with 49 CFR 19.36, as revised.

ARTICLE XXXI: ETHICS

31.1 Bribery - Nongovernmental Grantees and third-party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government. They also certify that they have not admitted guilt of such conduct which is a matter of record, nor do they have an official, agent, or employee who has committed bribery or attempted bribery on the firm's behalf under the direction or authorization of one of the Grantee's responsible officials. They also certify that they have not been barred from contracting with a State or local governmental unit as a result of a violation of Title III, Part E, Article 33 of the Illinois Criminal Code.

ARTICLE XXXII: PRIVACY

32.1 Should the Grantee, or any of its third-party contractors, or their employees, administer any system of records on behalf of the Federal or State Government, the Privacy Act of 1974, 5 U.S.C. 552 and 49 CFR 10, Subpart C, imposes information restrictions on the party managing the system of records.

ARTICLE XXXIII: DOCUMENTS FORMING THIS AGREEMENT

33.1 The Parties agree that this constitutes the entire Agreement between the Parties hereto, that there are no agreements or understandings, implied or expressed, except as specifically set forth or incorporated by reference in the Agreement and that all prior arrangements and understandings in the connection are merged into and contained in this Agreement. The Parties hereto further agree that this Agreement consists of this "Technical Services Agreement," and:

- Exhibit A, Scope of Services
- Exhibit B, Project Budget
- Exhibit C, Federal Certifications and Assurances
- Exhibit D, Annual Certification to Comply with Code of Federal Regulations (CFR) – Title 2, Part 200 Audit Requirements
- Exhibit E, Program Management Plan (PMP)
- Exhibit F, Certification Regarding Lobbying

ARTICLE XXXIV: SPECIAL CONDITIONS

34.1 The Recipient shall submit quarterly progress reports in accordance with RTA's schedule. The Recipient also agrees to submit invoices for reimbursement on a monthly basis. The Recipient also agrees to submit its single audit report and certification form to the RTA nine months after the end of the fiscal year, submit invoices for reimbursement on a monthly basis, and provide the RTA with notification of any staff changes as they occur.

ARTICLE XXXV: MISCELLANEOUS

35.1 Notices. All notices, other communications and approvals required or permitted by this Agreement shall be in writing and shall be delivered, sent by certified or registered mail (return receipt requested and postage prepaid), addressed as follows:

(a) in the case of the RTA:
175 West Jackson Boulevard
Suite 1550
Chicago, Illinois 60604
Attention: Sr. DED, Capital Programming and Planning

(b) in the case of the Recipient:
Kane County Government
719 S. Batavia Ave. Bldg A
Geneva, Illinois 60134
Attention: KDOT Chief of Planning and Programming

or such other persons or addresses as either party may from time to time designate by notice to the other. All notices required hereunder shall be in writing and shall be deemed properly served if delivered in person or if sent by registered or certified mail, with postage prepaid and return receipt requested, to the addresses specified. All notices required hereunder shall be deemed received on the date of delivery, or attempted delivery, if delivered in person, or if mailed, on the date which is two (2) days after the date such notice is deposited in the mail.

35.2 Entire Agreement. This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, negotiations, discussions, and understandings, written or oral, between the parties.

35.3 Governing Law. This Agreement shall be governed by, and interpreted and enforced in accordance with, the laws in force in the State of Illinois (excluding any conflict of laws rule or principle which might refer such interpretation to the laws of another jurisdiction). Disputes which arise as a result of this Agreement will be heard in the Circuit Court of Cook County or the United States District Court for the Northern District of Illinois.

35.4 Digital and Electronic Signatures. The parties hereby agree that this Agreement may be signed via electronic or digital signature. The parties further agree that the electronic or digital signatures appearing on and affixed to this Agreement are the same as handwritten signatures for the purposes of validity, enforceability, and admissibility, and are acknowledged as compliant with federal and state law and as secure electronic signatures pursuant to the Uniform Electronic Transactions Act (815 ILCS 333/1 *et seq*.) or any successor law.

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

RECIPIENT: COUNTY OF KANE KANE

By: _____ Date: _____
CORINNE PIEROG
COUNTY BOARD CHAIR

REGIONAL TRANSPORTATION AUTHORITY

By: _____ Date: _____
LEANNE P. REDDEN
EXECUTIVE DIRECTOR

EXHIBIT A

SCOPE OF SERVICES
for
S5310-2024-05

Applicant: County of Kane

Project Name: Phase 21 & 22 Ride in Kane Mobility Management

Project Description:

The mobility manager functions as the administrative director of the Ride in Kane program, and develops policies and procedures for the effective administration of the program. The mobility manager coordinates with the RTA, Pace and associated vendors. The mobility manager is responsible for managing the program's budget in federal grants. The mobility manager is responsible for preparing, submitting, and managing grant proposals/reports that support agency goals and meet funder guidelines and criteria. The mobility manager has partnership with Pace accounting team to process the Federal invoice. The mobility manager maintains grant compliance and reporting, including outcomes measurement and grant budgets, requesting reimbursements and drawdowns as needed. The mobility manager also helps potential and existing sponsors determine their yearly budget commitments by estimating the number of rides, number of trips, and mileage and creating a budget using estimated costs provided. The mobility manager's goal for outreach and marketing is to grow the Ride in Kane program and raise awareness through strategic and effective marketing.

This is not a research and development project.

EXHIBIT B

PROJECT BUDGET
for
S5310-2024-05

Applicant: COUNTY OF KANE

Total Project Budget: $120,000.00

Project Title:		Phase 21 & 22 Section 5310 MM

	Project Budget	**Inkind**	**Expected Project Funds**	
			Cash	**Share**
RTA	**$96,000.00**	$0.00	$0.00	80.00%
Local	**$24,000.00**	$0.00	$0.00	20.00%
Other		$0.00	$0.00	0.00%
Indirect Cost Rate		$0.00	$0.00	0.00%
Total:	**$120,000.00**	**$0.00**	**$0.00**	**100.00%**

FEDERAL FISCAL YEAR 2024 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

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

Name of Applicant: COUNTY OF KANE The

Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

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

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	X
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	X
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	X
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: County of Kane

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature _____ Date: _____

Name _____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): County of Kane

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature _____ Date: 03/20/2025

Name ASA Francis T. Cermak Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision.

Text in italic is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.325, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.327 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a Public Transportation Agency Safety Plan on behalf of a Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) pursuant to 49 CFR § 673.11(d).

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

This certification does not apply to any applicant that only receives financial assistance from FTA under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C.

§ 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs, unless it operates a rail fixed guideway public transportation system.

If the applicant is an operator, the applicant certifies that it has established a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673; including, specifically, that the board of directors (or equivalent entity) of the applicant has approved, or, in the case of an applicant that will apply for assistance under 49 U.S.C. § 5307 that is serving an urbanized area with a population of 200,000 or more, the safety committee of the entity established under 49 U.S.C. § 5329(d)(5), followed by the board of directors (or equivalent entity) of the applicant has approved, the Public Transportation Agency Safety Plan or any updates thereto; and, for each recipient serving an urbanized area with a population of fewer than 200,000, that the Public Transportation Agency Safety Plan has been developed in cooperation with frontline employee representatives.

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

(a) It has drafted and certified a Public Transportation Agency Safety Plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673 for each Small Public Transportation Provider (as that term is defined at 49 CFR § 673.5) in the State, unless the Small Public Transportation Provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own Public Transportation Agency Safety Plan; and

(b) Each Small Public Transportation Provider within the State that opts to use a State-drafted Public Transportation Agency Safety Plan has a plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5), Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5), and, if the Small Public Transportation Provider serves an urbanized area with a population of 200,000 or more, the safety committee of the Small Public Transportation Provider established under 49 U.S.C. § 5329(d)(5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2023, Pub. L. 117-328, div. E, tit. VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT

Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and
(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and

contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:
   (1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.
   (2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.
   (3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).
   (4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;
(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

(1) Senior;

(2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

(3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—
   (1) Provides a fair distribution of amounts in the State, including Indian reservations; and
   (2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—
   (1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and
   (2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,
(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.
(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and
(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;
(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:

(1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost

Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,

(2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or

(3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:

(1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),

(2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),

(4) Category 09 (Formula Grants for Rural Areas),

(5) Category 15 (Alcohol and Controlled Substances Testing), and

(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

EXHIBIT D

INSTRUCTIONS FOR ANNUAL CERTIFICATION TO COMPLY WITH CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200

Project Name: Phase 21 & 22 Section 5310 Mobility Management

Does this Project receive federal funds? ☒ Yes ☐ No

Amount of federal funds: $96,000

Federal Project Number: IL-2024-004

CFDA Number*, Federal Agency, Program Title: 20.513

*For CFDA (Catalog of Federal Domestic Assistance) Number, refer to original Federal Award/Grant Agreement.

The Regional Transportation Authority (RTA) is required by federal law to obtain and review the single audit of all Grantees that had any federally participating funds pass through it, irrespective of the amount provided by the RTA. It is the responsibility of the Grantee expending federal funds to comply with the requirements of CFR, Title 2, Part 200 and determine whether they are required to have a single audit performed. Therefore, in accordance with CFR, Title 2-Subtitle A, Chapter II, Part 200, Subpart F, *Audit Requirements*, you are required to have a single audit performed if $1,000,000 or more in federal awards from all sources including other agencies were expended in the fiscal year. To comply with this provision, the following must be submitted:

- The Grantee must submit to the RTA the attached Certification Form annually within one month of the close of the fiscal year.

- If applicable, a copy of the report of the single audit must be submitted no more than nine months after the end of the Grantee's fiscal year.

If your agency receives multiple awards from the RTA, only one annual submittal of this information is required.

The single audit must be comprised of four parts. The Grantee has the option of including the four parts in one report or a combination of reports. The four parts are commonly known as:

1. Comprehensive Annual Financial Report (Financial Statements).
2. Schedule of Expenditures of Federal Awards and Independent Auditor's Report thereon.
3. Independent Auditor's Report on Internal Control over Financial Reporting and on Compliance and other matters based on an Audit of Financial Statements performed in accordance with Government Auditing Standards.
4. Independent Auditor's Report on Compliance with Requirements Applicable to each Major Program and on Internal Control over Compliance in accordance with CFR, Title 2, Part 200.

Additional information which should be submitted to RTA, if applicable:

1. Corrective Action Plan(s)
2. Management Letter
3. Status of Prior Year Findings

CODE OF FEDERAL REGULATIONS (CFR) – TITLE 2, PART 200
AUDIT REQUIREMENTS CERTIFICATION FORM

Grantee's Legal Name: County of Kane

Grantee's Address: _____

Grantee's Fiscal Year*: _____ _____
(month) (day) (year) (month) (day) (year)

*A **fiscal year** (or financial year, or sometimes budget year) is a period used for calculating annual ("yearly") financial statements in businesses and other organizations. The fiscal year is **not** your TSA contract period. Please indicate above the fiscal year this certification covers.

Project Name(s): Phase 21 & 22 Section 5310 Mobility Management

Please (1) check the appropriate box, (2) sign below, and (3) return this certification to the address below.

☐ I certify our agency did not expend $1,000,000 or more in federal awards during the fiscal year entered above and was not required to have a single audit conducted.

☐ Our agency will submit the audit no more than nine months after the end of the fiscal year.

Grantee's Signature: _____ Date: _____

Print Name and Title: _____

Phone: (_____) _____ E-Mail: _____

Please email to: Lalaine Alvarez, Director, Audit
alvarezl@rtachicago.org

EXHIBIT E

Section 5310

Program Management Plan
February 2025



rta Regional Transportation Authority

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Introduction

Overview of the Regional Transportation Authority

The Illinois State Legislature created the RTA in 1974 to provide public transportation in the six counties of Cook, DuPage, Kane, Lake, McHenry, and Will Counties. The RTA, governed by a 16-member Board, is responsible for fiscal planning and policy oversight of public transportation in the six county RTA region. The actual operation of transit services is the responsibility of the RTA's service boards: the Chicago Transit Authority (CTA), the Commuter Rail Division (Metra), and the Suburban Bus Division (Pace).

Overview of the Section 5310 Program

The Enhanced Mobility of Seniors and Individuals with Disabilities Program (Section 5310) is a federal program administered by the Federal Transit Administration (FTA). The goal of the program is to improve mobility for seniors and individuals with disabilities throughout the country by removing barriers to transportation service and expanding transportation mobility options. The program supports transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities. Toward this goal, FTA provides financial assistance for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities in all areas—large urbanized, small urbanized, and rural.

The Governor of Illinois designated the RTA to receive and dispense FTA Section 5310 funds. The RTA as the designated recipient is responsible for overseeing and administering a portion of the Section 5310 program in Northeastern Illinois that includes the six-county RTA region, comprising Cook, DuPage, Kane, Lake, McHenry and Will counties, plus the urbanized portions of Kendall County, Sandwich Township (DeKalb County), Somonauk Township (DeKalb County), and Aux Sable Township (Grundy County). The Illinois Department of Transportation (IDOT) is co-designated recipient of Section 5310 funding and administers vehicle purchasing through its Combined Vehicle Program.

Overview of the Program Management Plan

This Program Management Plan (PMP) describes the Regional Transportation Authority's (RTA) policies and procedures for administering the Federal Transit Administration (FTA) Section 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program. The RTA developed the PMP in accordance with current Federal Transit Laws and regulations as well as Circular 9070.1G. The PMP facilitates RTA's management and administration of the Section 5310 program in accordance with federal requirements. It also serves as a Section 5310 program guide to the general public and prospective applicants and will assist the FTA in its oversight responsibilities by documenting RTA's procedures and policies for administering these programs. As the designated recipient, the RTA is required to have an approved PMP on file with the FTA Region V office and to update it regularly to incorporate any changes in program management or new requirements. The PMP will be incorporated by reference and made a part of every Technical Services Agreement (TSA) between the RTA and any subrecipient of Section 5310 funds.

Program Goals & Objectives

The following goals were developed in coordination with the Human Services Transportation Plan (HSTP) Project Advisory Committee, a group of regional stakeholders who serve as an advisory committee to the RTA:

- Improve mobility for seniors and individuals with disabilities throughout Northeastern Illinois by removing barriers to transportation services and expanding the transportation mobility options available. Toward this goal, RTA will provide financial and technical

assistance to prospective awardees for transportation services planned, designed, and carried out to meet the special transportation needs of seniors and individuals with disabilities.

- Meet the federal requirements associated with receiving FTA funding Section 5310.
- Develop projects that encourage local coordination efforts.
- Facilitate the flow and appropriate level of Section 5310 program funding to the region by ensuring that the HSTP fully complies with the federal regulations and with the spirit and intent of the Section 5310 Program.
- Establish a framework by which proposed projects requesting Section 5310 program funding can be solicited and selected through a fair and equitable process.
- Ensure that all components of the Plan/Programs have benefited from a comprehensive public involvement effort that has effectively reached out to public, private, and non-profit transportation providers, human services providers and other stakeholders representing persons with disabilities, seniors, and the general public.
- Encourage not only coordination among services supported by the Section 5310 Program, but also coordination among the broad array of community transportation services in the seven-county region.

Roles & Responsibilities

Federal Transit Administration (FTA)

The FTA, through its Region V Office in Chicago, has federal oversight responsibilities for local public and specialized transportation assistance programs. Regional responsibilities include reviewing and approving grant applications, program management plans, and grant management activities.

HSTP Project Advisory Committee (PAC)

This committee of regional stakeholders helped update the Human Services Transportation Plan (HSTP). The members include representatives from the RTA Service Boards, IDOT, CMAP, the seven Northeastern Illinois counties, human services agencies that reflect populations of seniors, individuals with disabilities and low-income individuals and private non-profit and private for-profit agencies. The HSTP PAC will continue to serve as an advisory body to the RTA, focusing on the ongoing implementation of the HSTP and administration of the Section 5310 program.

Project Selection Team (PST)

The project selection team (PST) is made up of five representatives: two representatives from the RTA, one from the Illinois Department of Transportation (IDOT), one from the Chicago Metropolitan Agency for Planning (CMAP) and one from Easterseals. The PST members review each of the applications, listen to presentations from each applicant, and score based on the criteria (identified later in this document) and recommend a Program of Projects that is released for public comment.

Regional Transportation Authority (RTA)

The RTA as a designated recipient is responsible for overseeing and administering the Section 5310 Program in Northeastern Illinois including the development a biennial Program

of Projects (POP)[1]. In this capacity, the RTA also solicits applications, reviews and selects applications for funding, approves the POP, and submits the POP with the award applications to FTA. In addition, the RTA distributes award funds, conducts program planning, certifies the eligibility of applicants and project activities, monitors project activity for compliance with federal requirements, monitors usage of program assets by awardee, and oversees project audit and close-out. The RTA also provides ongoing technical assistance to subrecipients and prospective subrecipients.

RTA is responsible for leading the development of the HSTP and will be responsible for certifying that projects receiving Section 5310 funding were included in the HSTP. The RTA also staffs the HSTP Project Advisory Committee (PAC) and the Project Selection Team. The Project Selection Team is responsible for conducting the technical evaluation of project submittals in accordance with the HSTP.

Illinois Department of Transportation (IDOT)

IDOT is a co-designated recipient of Section 5310 funds. The co-designation status was approved by the Chicago Metropolitan Agency for Planning (CMAP), the Metropolitan Planning Organization (MPO) for Northeastern Illinois. Under this arrangement, IDOT will be responsible for project selection and the award of Section 5310 funded paratransit vehicles and RTA will be responsible for all other Section 5310 projects.

IDOT will solicit applications for the Combined Vehicle Program (CVP), review the applications and select awardees. This funding will be for the purchase of lift and ramp-equipped paratransit vehicles for eligible program recipients. IDOT also remains the agency responsible for the management of that program. IDOT is a member of the HSTP PAC and a member of the Project Selection Team.

Chicago Metropolitan Agency for Planning (CMAP)

The Chicago Metropolitan Agency for Planning (CMAP) is the regional planning agency for northeastern Illinois and staffs the MPO Policy Committee, which is designated as the region's Metropolitan Planning Organization (MPO). CMAP has an established committee structure to help carry out the functions of the agency. The CMAP Transportation Committee is charged with promoting a regional transportation system that is safe, efficient, and accessible while sustaining the region's vision related to the natural environment, economic and community development, social equity, and public health. The Transportation Committee includes public and private transportation providers, IDOT, representatives of municipalities and the counties of Northeastern Illinois. The Transportation Committee is also responsible for recommending projects for inclusion in the region's long-range plan and the region's Transportation Improvement Program. The updated HSTP was presented to the CMAP Transportation Committee as well as the CMAP MPO Policy Committee for endorsement.

Once a recommended POP is developed, it is submitted to the CMAP Transportation Committee during the public comment period for information purposes. A CMAP staff member also serves on the Project Selection Team. In addition, RTA has adopted the public participation requirements of the MPO in accordance with the FTA C 9030.1E Chapter V, Section 6d.

[1] The Program of Projects (POP) consists of projects (and the associated budgets) selected by the project selection team from the pool of applications submitted during the call for projects.

Coordination

The Coordinated Public Transit – Human Services Transportation Plan

The Coordinated Public Transit-Human Service Transportation Plan (HSTP) was first developed in 2007 and updated in 2013 to reflect the creation of the Section 5310 program as part of new transportation legislation at the time, Moving Ahead for Progress in the 21st Century (MAP-21) and most recently updated in 2021. The updated HSTP is included in this document as Exhibit A.

The creation of the HSTP and subsequent updates to the document was a collaborative planning effort led by the RTA to identify and recommend regional and local strategies that encourage the most effective use of available community transportation services to enhance mobility for the region's older adults, persons with disabilities and persons with low incomes. The scope of the project covered the seven counties of Cook, DuPage, Lake, Kane, McHenry, and Will, as well as urbanized portions of Kendall County, Aux Sable Township in Grundy County and Sandwich and Somonauk Townships in DeKalb County. Recommendations were derived from extensive outreach to stakeholders, riders and rider representatives.

Any projects to be funded with Section 5310 funding must be derived from or be included in a locally developed human services coordinated plan, such as the HSTP. Beginning with the FY2022-FY2035 program, capital / infrastructure projects submitted by the Service Boards will be allowed and considered by the Project Selection Committee. Ongoing operating projects have experienced COVID-related decreases in ridership, lowering the demand for operating funding. However, appropriations for the Section 5310 program have increased as a result of the Infrastructure Investment and Jobs Act (IIJA). To make use of the federal funding, these capital / infrastructure projects will be accepted, despite not being a specific recommendation in the HSTP.

Eligible Subrecipients

Entities considered eligible under federal guidelines for the Section 5310 Programs are eligible for funding in Northeastern Illinois. Generally, private non-profit organizations, or state or local government authorities that: (1) is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no non-profit organizations readily available in the area to provide the service. Governmental authorities eligible to apply for Section 5310 funds as "coordinators of services for seniors and individuals with disabilities" are those designated by the state to coordinate human service activities in a particular area. Examples of such eligible governmental authorities are a county agency on aging or a public transit provider which the state has identified as the lead agency to coordinate transportation services funded by multiple federal or state human service programs.

Private taxi companies that provide shared-ride taxi service to the general public on a regular basis are operators of public transportation, and therefore eligible subrecipients. "Shared-ride" means two or more passengers in the same vehicle who are otherwise not traveling together. Similar to general public and ADA demand response service, every trip does not have to be shared-ride in order for a taxi company to be considered a shared-ride operator, but the general nature of the service must include shared rides.

The RTA encourages prospective applicants, which may not have the resources to assume the responsibilities of a subrecipient, to consider partnering with an RTA Service Board when the proposed project is within the RTA six-county area. A successful partnering approach eases the administrative burden on the smaller or inexperienced agency, while allowing the public transit operator and partnering agency to pool their expertise to develop a successful project.

Local Share & Local Funding Requirements

The use of non-cash or soft match for Section 5310 projects is more restrictive than federal guidelines.

Restricting the use of non-cash match is designed to be consistent with and supportive of developing sustainable projects, a policy that has been strongly supported by the PAC. Obtaining the local cash match for a project in its initial stages, combined with other forms of local support, is a strong indicator of the potential sustainability of the project and thereby is encouraged by this policy.

Federal guidelines allow for non-cash match provided either through donations, volunteer services and in-kind contributions or through the use of transportation development credits[2]. The RTA has elected to not allow the use of non-cash match at this time. If a project is providing service through a contract operator and the project meets the definition of a "traditional" capital project[3], that awardee will still provide the equivalent of a 50% match for the contracted operations. The RTA retains discretion to allow for a 20% match (where allowable) in instances of financial need or hardship. This decision was reached to maintain equity among projects that are providing operations and to discourage additional reliance on federal assistance. One issue that was cited by the PAC and in a previous version of the HSTP is the difficulty of achieving financial sustainability for these services. It was felt that increasing the federal share for projects is counterproductive to developing sustainable projects.

Local match funding must be drawn down at the same rate as awarded Section 5310 funds. This is to prevent delayed FTA drawdowns and potential loss of FTA funding due to inactivity.

IDOT will be responsible for the awarding and purchase of Section 5310 vehicles, as noted previously. RTA will not be accepting applications for vehicles.

Project Selection Criteria & Method of Distributing Funds

Overview of Project Selection and Funding Allocation Process

In determining a fair and equitable process for project selection, the PAC took into consideration the needs of projects that are still in operation and the need to allow for the implementation of new projects.

The following describes the process for funding allocation in the region:

[2] Under this provision, a state is permitted to use certain toll revenue capital expenditures as a credit toward the non-federal matching share of eligible Transit projects.

[3] Section 5310(b) provides that of the amounts apportioned to states and designated recipients, not less than 55 percent shall be available for traditional Section 5310 projects—those public transportation capital projects planned, designed, and carried out to meet the special needs of seniors and individuals with disabilities when public transportation is insufficient, unavailable, or inappropriate. Further, the law provides that a recipient may allocate the funds apportioned to it to a. A private nonprofit organization; or b. A state or local governmental authority that: is approved by a state to coordinate services for seniors and individuals with disabilities; or (2) certifies that there are no nonprofit organizations readily available in the area to provide the service.

- Funds will be allocated to IDOT, the designated recipient that will be responsible for selecting and awarding paratransit vehicles grants, based on the recent annual average of Section 5310 paratransit vehicle awards to Northeastern Illinois recipients.
- The balance of the estimated apportionments each year will be available to RTA. RTA will use this amount to defray RTA administration costs (if needed) and award eligible Section 5310 projects to Northeastern Illinois recipients.
- A competitive call for projects is released on a biennial basis, which allows for awarding two years of funding to potential projects. Applications received will be screened for eligibility by RTA staff. Each applicant is required to provide a presentation of the application to the Project Selection Team, including participating in a question-and-answer session.
- The Project Selection Team utilizes criteria approved by the PAC. In the event RTA submits an application, the RTA will recuse itself from scoring its own application(s) to ensure a fair and transparent project selection process.
- Separately, IDOT will solicit and evaluate paratransit vehicle grant applications in fulfillment of their role as designated recipient for that portion of the program.
- The Project Selection Team may recommend project approval at an amount and scope less than originally requested for any Section 5310 project submitted for consideration. In that instance, consultation will take place with the project applicant. The Selection criteria is summarized in the next section; detailed application and selection criteria are included in Exhibit B.

Project Selection Criteria

Projects are first screened by RTA staff to determine whether they meet the following eligibility criteria:

- The proposed project addresses eligibility criteria laid out in the Section 5310 circular (FTA C 9070.1G, page III-9)
- The proposed project application identifies and addresses an unmet need identified in the HSTP
- The proposed project provides a capital / infrastructure improvement for seniors and people with disabilities.
- A local match will be supplied

Eligible projects are then awarded points based on the following categories:

- Consistency with and support for the HSTP, Transit is the Answer: Five-Year Regional Transit Strategic Plan and CMAP's ON TO 2050 plan.
- Project utilizes or coordinates with existing public transportation providers and private human service agencies
- Project demonstrates coordination between one or more partnering agency and improves access for target population
- Project provides for a mobility management function
- Project markets to the target population and promotes public awareness
- Project coordinates with existing public transportation providers and private human service agencies
- Applicant demonstrates ability to implement proposed project and manage federally-funded grants

- Applicant provides plan for assessing the proposed project's performance through the course of the project, including tracking quarterly data
- For continuing operating projects, the implementation / success of the project based on quarterly data.

Prospective Applicant Outreach Process

Consistent with establishing and maintaining an open and transparent process, the RTA's policy is to disseminate information and provide technical assistance to the maximum extent possible. Prospective applicants and the public are provided information on goals, eligible projects and activities, eligible applicants, selection criteria, description of the project selection process and Project Selection Team, available funding, local match guidelines, and the compliance review program. This information is made available and disseminated through a variety of means:

- The RTA releases notice of the Call for Projects through various databases maintained by the RTA and CMAP, notifying over 3,000 individuals and organizations.
- The Call for Projects timeline and all application materials are available on the RTA Website.
- Program staff will meet with prospective applicants and interested parties in advance of or during the call for projects to answer questions prospective applicants may have.
- The selection process utilizes evaluation criteria developed in consultation with the PAC.
- All applications received and the final approved POP are published on the program website rtachicago.com/section5310.
- The RTA will invite each unsuccessful applicant to a separate debriefing session designed to assist the applicant in understanding why a particular project was not chosen and to help RTA gain insights on how the process may be improved for future calls for projects
- Applicants are provided with RTA staff contact information so they may receive technical assistance with the application or to obtain information on the program.
- Application materials include program information, funding availability and the criteria for screening and/or evaluation of the applications.

Annual Program of Projects Development & Approval Process

Program of Projects Development

A competitive call for projects is held biennially (every other year) to solicit new capital, operating and mobility management projects. Upon the initiation of a call for projects all pertinent materials regarding the selection of projects will be published on the https://www.rtachicago.org/region/section-5310 web site. The call is typically released in the spring with the program of projects selected by the Project Selection Committee (PSC) based on the published eligibility and selection criteria. The recommended program of projects is then presented to the RTA Board for approval in the fall, following a public comment period.

Approval Process Overview

Once the recommended POP is developed by the Project Selection Team, it is released for a public comment period. During this public comment period, the recommended POP is presented to CMAP's Transportation Committee and the HSTP PAC for comment. Upon the conclusion of the public comment period, the RTA Board considers approval of the recommended POP. Once approved by the RTA Board, the projects will be submitted to the Transportation Improvement Program (TIP) [4]and the application will be submitted to FTA for approval.

Administration, Planning & Technical Assistance

Based upon federal transportation legislation and FTA guidelines, designated recipients of Section 5310 funding may utilize up to 10% of each annual apportionment to support program administrative costs including administration, planning, and technical assistance (these funds are referred to as "program administration funds"). This activity may be funded entirely by federal funds and does not require local match. In accordance with these guidelines, the RTA will allow up to 10% of the total fiscal year apportionment allocated to RTA to defray administration, planning and technical assistance expenses. RTA will primarily use these funds for the administration of the Section 5310 program and to provide technical assistance to current and prospective recipients.

Transfer of Funds

Pursuant to C9070.1G, Chapter III, Section 5310 Funds cannot be transferred to other programs. Additionally, funds apportioned for large UZAs cannot be transferred to other areas.

Private Sector Participation

Federal law requires the public to be involved in the transportation planning process, and specifically requires that private providers be provided an opportunity to be consulted in developing transportation plans and programs in both urbanized and rural areas. Public involvement processes must be proactive and provide complete information, timely public notice, full public access to key decisions, and opportunities for early and continuing involvement throughout the transportation planning and programming process. To this end, the HSTP PAC includes private for profit and non-profit representation. As noted previously, the CMAP Transportation Committee also has representatives of both private for profit and private non-profit sector represented, providing these agencies an opportunity to participate in the development of the HSTP and the Section 5310 POP.

[4] The Transportation Improvement Program (TIP) is metropolitan Chicago's agenda of surface transportation projects. The TIP lists all federally funded projects and regionally significant, non-federally funded projects programmed for implementation in the next five years.

Civil Rights

The RTA agrees to comply with all applicable civil rights statutes and implementing regulations notated in the Section 5310 Circular (9070.1G). The RTA filed its most recent Title VI Program with the FTA on October 1, 2023. In addition, the RTA specifically requires in all third-party contracts and grant agreements that the contractor/recipient comply with all requirements of Title VI. Subrecipients are required to maintain and submit to the RTA a Title VI plan that complies with federal requirements.

The RTA last submitted an update to its DBE program to the FTA in July 2014 and submitted its DBE Goal Methodology for FFYs 2023-2025 in July 2022. As required by 49 C.F.R. Part 26 and approved by U.S. DOT, the RTA's DBE Program is incorporated into and made part of its third-party contracts and agreements. The RTA specifically states in its third-party contracts/grant agreements that breach of the RTA DBE Program and/or failure by the contractor/recipient to honor all commitments made to DBEs at the time of award will be considered a breach of contract. In addition, the RTA monitors invoices received to ascertain, among other things, that the contractor/recipient is providing the agreed upon work to any DBE subcontractors/subrecipients and that such DBE companies are being paid in a timely fashion.

Any awardee under FTA programs is required to comply with all applicable Federal civil rights statutes and with the implementing regulations for the statutes. FTA implements the Civil Rights Act of 1964 by prohibiting discrimination under projects, programs or activities receiving financial assistance because of race, color, creed, national origin, sex or age. The laws include: Title VI of the Civil Rights Act of 1964, Equal Employment Opportunity, Disadvantaged Business Enterprise and Section 504 of the Rehabilitation Act of 1973 and the Americans with Disabilities Act of 1990 (ADA).

The requirements for Civil Rights compliance are extended to subrecipients. Subrecipient assurances under Title VI and the other civil rights requirements are included in the application for assistance, in the required Annual Certifications and Assurances and in the contract with RTA. Subrecipient awardees are also required to identify any lawsuits or complaints alleging discrimination in service filed with the awardee. Civil rights monitoring will concentrate on how the awardee is providing service. Title VI also assures that funds are passed through to subrecipients and their project without regard to race, color, or national origin.

Subrecipient awardees requesting or receiving capital or operating assistance in excess of $1 million in Federal funds in the previous Federal fiscal year or requests or received planning assistance in excess of $250,000 in the previous Federal fiscal year or employing 100 or more transit-related employees are required to develop and submit an EEO program to the RTA. If the subrecipient meets the foregoing criteria and is also a direct recipient of FTA funds, the subrecipient should continue to submit its EEO program to the FTA. Subrecipients that meet the same monetary threshold but employ 50 or more transit-related employees must prepare and maintain an abbreviated EEO program. EEO programs are developed to ensure that FTA applicants, recipients, subrecipients, contactors, and/or subcontractors will not discriminate against any employee or applicant for employment because of race, color, religion, national origin, sex, age, or disability. Actions covered include but are not limited to hiring, promotion or upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, disciplinary actions, rates of pay or other forms of compensation, and selection for training, including apprenticeship. EEO signs need to be posted in conspicuous places, such as an employee break room, and made available to employees and applicants. Subrecipient awardees receiving less than the above amount and employing fewer people need only to post information in their offices.

Awardees receiving more than $250,000 in Federal funds, exclusive of rolling stock, must have DBE plans on file with the RTA. Periodic reports on plan compliance are required. Awardees receiving less than the threshold level must still make good faith efforts to utilize DBE's and must submit periodic reports on these efforts. Subrecipients with an FTA

approved DBE program shall be responsible for including all data relative to expenditures of FTA funds, no matter the intermediate source, in required DBE-related FTA submissions, including those funds utilized as a sub-recipient of an FTA grant to the RTA. This provision applies to subawardees at any tier. The RTA shall receive copies of all such reports.

Section 504 & ADA Reporting

The RTA agrees to comply with the requirements of 49 U.S.C. § 5301 (d), which state the federal policy that elderly individuals and individuals with disabilities have the same right as other individuals to use public transportation services and facilities, and that special efforts will be made in planning and designing those services and facilities to implement transportation accessibility rights for elderly individuals and individuals with disabilities. The RTA also agrees to comply with all applicable provisions of section 504 of the Rehabilitation Act of 1973, as amended, with 29 U.S.C. § 794 which prohibits discrimination of the basis of disability and with the Americans with Disabilities Act of 1990 (ADA), as amended, 42 U.S.C. §§ 12101 et seq., which requires that accessible facilities and services be made available to individuals with disabilities, and any subsequent amendments to these laws. Finally, the RTA agrees to comply with applicable laws in implementing federal regulations and directives and any subsequent amendments thereto.

Section 504 of the Rehabilitation Act of 1973 prohibits discrimination on the basis of handicap by recipients of Federal financial assistance. Recipients of FTA funds are required to make special efforts to provide transportation that is accessible to individuals with disabilities.

The RTA will monitor its sub-recipients' compliance with Section 504 and ADA reporting requirements using the same procedure utilized for Civil Rights compliance, as detailed in the previous section.

Program Performance Measures

FTA has established performance measures for Section 5310, which the RTA expanded upon to use in project monitoring and assessment efforts. Designated recipients are responsible for collecting the information from the subrecipients and reporting data to FTA regarding these performance measures. The reporting and data collection measures for the Section 5310 Program will be prescribed in the grant agreements with subrecipients. Further, Subrecipients are also required to provide a plan for assessing the project's success through defined measures as part of their program application. The Circular 9070.1G presents the program measures in Chapter II, at page II-2 and in Chapter VI, at page VI-17.

Designated Recipients and States will submit both quantitative and qualitative information available on each of the following measures, as applicable to each subrecipient:

1. Service Quality: Describe any issues with the operating service including passenger complaints and actions taken to resolve the issue.
2. Mobility Management: What has the Mobility Manager focused on this quarter? What have their accomplishments been?
3. Gaps in Service Filled: Provision of transportation options that would not otherwise be available for seniors and individuals with disabilities measures in numbers of seniors and individuals with disabilities afforded mobility they would not have without program support.
4. Provide the temporal scope of the service: please note the operating hours of the service (days and hours) and note any changes to the service days and hours each quarter. Please also note if any expansion has resulted in new riders.

5. Provide the geographic scope of the service: note the core service area of the operating service, including municipalities and counties covered. Please note any changes to the service area each quarter.
6. Number of Partners or Sponsors: please note the number of partner agencies or sponsors participating in the operating project. Please note the additional or subtraction of partners each quarter.
7. Ridership: Please provide the actual or estimated number of rides (as measured by one-way trips) provided annually for seniors or individuals with disabilities on Section 5310 supported vehicles and services. If applicable, also provide the number of general public riders on the service.
8. Inter-County Transfers or Services: please note any rides that are outside the core service area of the operating service.

Program Management

Subrecipient Awardee Requirements

This section applies to all RTA subrecipient awardees that contract with outside sources under the 5310 Program. If a subrecipient awardee accepts operating assistance, these requirements apply to all third-party purchase orders and contracts, including contracts for operations.

The subrecipient awardee is the entire legal entity even if only a particular component of the entity is designated in the grant agreement and other documents. For the purposes of this Third-Party Contracting guidance, "awardee" also includes any subcontractor of the awardee. Furthermore, the subrecipient awardee is responsible for assuring that its subcontractors comply with the requirements and standards of this manual, and that subcontractors are aware of requirements imposed upon them.

When procuring property and services a subrecipient awardee will follow the same procurement policies and procedures that it uses for procurements using non-RTA awarded funds providing those procedures do not contradict or lower the minimum contracting requirements of this section. Subrecipient awardees must, as a minimum, comply with the requirements of this section and ensure that every purchase order and contract executed by it or a subcontractor using RTA provided funds includes all clauses required by federal statutes and executive orders and their implementing regulations.

Operators and Providers as Subcontractors

Subcontractors of awardees acting as either an operator or provider, which are institutions, hospitals or other nonprofit organizations, will administer contracts in accordance with these Third-Party Contracting guidelines.

Procurement

To ensure compliance with federal procurement requirements, RTA makes guidance and technical assistance accessible to its awardees consistent with oversight responsibilities delegated to RTA by agreements with FTA. Each recipient, including subrecipients, of FTA seeking Federal assistance to acquire property or services in support of its proposed project is requested to certify to FTA, in accordance with FTA Circular 4220.1 and 2 CFR 200, that its procurements and procurement system will comply with all applicable third-party procurement provisions of Federal laws, regulations, and directives, except to the extent FTA has expressly approved otherwise in writing. Certification of compliance will be made a part of each sub-recipient's application and contract with RTA.

The RTA is required to perform reviews of subrecipients in carrying out grant programs with specific reference to their compliance with statutory and administrative requirements.

Accordingly, RTA will review subrecipient procurement policies when a subrecipient plans to pursue a procurement subject to its grant agreement with the RTA. This review will only take place at this time. The review shall establish whether the subrecipient's procurement procedures conform to federal regulations, if not, RTA will require the subrecipient to follow procedures as approved by RTA in accordance with federal regulations.

The RTA's Technical Services Agreement, or "grant agreement," lists all RTA and other state and federal requirements applicable to RTA's awardees. The grant agreement will incorporate this document by reference. Many of these requirements are related to awardee procurements. Awardees are advised to consult the grant agreement for additional guidance and requirements.

Liquidated Damages Provisions

An awardee may use liquidated damages if it may reasonably expect to suffer damages (increased costs on project) from late completion and the extent or amount of such damages can be reasonably determined. The assessment for damages shall be at a specific rate per day for each day of overrun in contract time, and the rate must be specified in the third-party contract. Any liquidated damages recovered shall be credited to the project account involved unless RTA permits otherwise.

Contract Award Announcement

If an awardee announces contract awards with respect to any procurement for goods and services (including construction services) having an aggregate value of $3,000 or more, the awardee shall:

- Specify the amount of RTA provided funds that will be used to finance the acquisition in any announcement of the contract award for such goods or services; and
- Express the said amount as a percentage of the total costs of the planned acquisition.

Contract Provisions

All contracts shall include provisions to define a sound and complete agreement. In addition, contracts and subcontracts shall contain contractual provisions or conditions that allow for:

- Administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, including sanctions and penalties as may be appropriate.
- Termination for cause and for convenience by the awardee or subcontractor including the manner by which it will be affected and the basis for settlement.

Cost Principles and Cost Allocation

This section provides principles for determining costs applicable to service provision performed by operators or providers under third party contracts with an RTA funded awardee; and where applicable, under such grants when the awardee is a multi-purpose organization which provides funded transportation services directly.

These principles make no attempt to identify the circumstances or dictate the extent of agency and subcontractor participation in the financing of a particular project. The principles are designed to provide recognition of the full allocated costs of such an operating assistance project work under generally accepted accounting principles.

No provision for profit or other increment above cost is intended for government and non-profit subrecipients. In addition, wherever the term subcontractor is used in this section, it shall have the same meaning as provider, operator, and third-party contractor.

Policy

The successful application of these principles requires development of mutual understanding between RTA, awardees and their third-party contractors as to their scope, implementation, and interpretation. It is recognized that:

- The arrangements for participation in the financing of an operating assistance project are properly subject to negotiation between the subcontractor and the awardee in accordance with whichever state, federal, and local laws and regulations as may be applicable.
- Each awardee, possessing its own unique combination of staff, facilities, and experience, should be encouraged to provide services in a manner consistent with its approved service plan and objectives.
- Each awardee, in the fulfillment of its obligations, should employ sound management practices.
- The application of the principles established herein should require no significant changes in the generally accepted accounting practices of awardees. Where wide variations exist in the treatment of a given cost item, the reasonableness of such treatments will be fully considered during the rate negotiations and audit.

Application of Cost Principles in Grants Management

RTA will apply these principles and related policy guides in determining the costs incurred for such work under operating assistance projects funded in any part under an RTA grant agreement. These principles should also be used as a guide in the pricing of fixed-price contracts or lump sum agreements with subcontractors.

Allowability of Costs

These are the tests of allowability of costs under these principles:

- Be necessary and reasonable for proper and efficient performance and administration of Federal awards.
- Be allocable to Federal awards under the provisions of this Circular.
- Be authorized or not prohibited under State or local laws or regulations.
- Conform to any limitations or exclusions set forth in these principles, Federal laws, terms and conditions of the Federal award, or other governing regulations as to types or amounts of cost items.
- Be consistent with policies, regulations, and procedures that apply uniformly to both Federal awards and other activities of the governmental unit.
- Be accorded consistent treatment. A cost may not be assigned to a Federal award as a direct cost if any other cost incurred for the same purpose in like circumstances has been allocated to the Federal award as an indirect cost.
- Be determined in accordance with generally accepted accounting principles.
- Not be included as a cost or used to meet cost sharing or matching requirements of any other Federal award in either the current or a prior period, except as specifically provided by Federal law or regulation.
- Be the net of all applicable credits.
- Be adequately documented.

Direct Costs

Direct costs are those costs which can be identified specifically with a particular project objective or activity which can be directly assigned to the project, relatively easily and with a high degree of accuracy.

Indirect Costs

Indirect costs are those that have been incurred for common or joint objectives and therefore cannot be identified specifically (in whole or in part) with a particular program. Such costs are normally classified under the following functional categories:

- General administration and general expenses;
- Operating assistance and project administration expenses;
- Fixed facility operation and maintenance expenses; and
- Departmental administration expenses.

For additional details regarding cost allocation principles, awardees should refer to either Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200 as amended or 2 CFR Part 230, "Cost Principles for Nonprofit Organizations," as amended or Circular 2010.1F: Award Management Requirements, which combines the above guidance into one circular.

Designated Recipient Program Management

The RTA developed a monitoring program and compliance review process to assure compliance with Federal and state requirements and to assist subrecipients with their efforts to improve project management and administration.

In general, receipt of any Federal award carries with it contractual requirements for reporting on the project's progress and for monitoring the use of award monies. Awards made by the Federal Transit Administration (FTA) are additionally monitored through performance reviews, either yearly or triennially, program management plan oversight, and site visits. In many instances, under the 5310 Program, the RTA is directly responsible for monitoring a sub-recipient/awardee's ability to manage, control, and administer Federal funds.

The Review Process for Subrecipients

Prior to the initiation of a grant agreement with a new subrecipient, an orientation meeting is held to review all federal program requirements so that the subrecipient has a clear expectation of what it must do to maintain compliance with federal requirements. Once a subrecipient has an executed grant agreement with the RTA, periodic reviews are undertaken. A full review is required every three years. Its major components are a desk review of files submitted electronically to the RTA and an onsite visit of the awardee's offices and operating facilities. The reviews are customized in accordance with the subrecipient's project activities. For instance, a procurement review will only be undertaken if the subrecipient has a procurement activity or is expected to have a procurement project activity.

The overall compliance review consists of meetings and physically reviewing files, notices, facilities and equipment. The review splits some of the areas for compliance review between the desk review and the site visit depending upon where documentation is maintained or stored and if it is necessary to retain an item at a specific site or that it be posted at a site.

The need for site visits at other times also varies with the type of project involved. While they may coincide with a triennial review, these visits differ from those required every three years. They are generally made to review that the Federal and RTA interest is being maintained and in transit usage. For operating projects, the site visit might be conducted once over the term of the specific Federal grant or the subrecipient agreement. For capital projects, the site would be visited once every two years for the entire term that RTA maintains an interest in the project.

Some compliance items are combined for review because of the interrelated nature of the source documents for an item or their location. A good example of this would be the on-site review of vehicle and equipment maintenance with ADA compliance and continuing control of grant funded property.

Steps in the Review Process:

- Contact with awardee by email to schedule the review
- Desk Review
- Site Visit
- Compliance Report

For general site visits, the RTA has determined that the frequency will vary depending on the type of project involved. Every awardee will be visited before their project is initially implemented. For operating projects, the site will be visited one or more additional times during the term of the grant. For capital projects, the site will be visited once every two years for the entire term that RTA maintains an interest in the project. At final grant close-out RTA staff will visit the project site.

Desk Review

The desk review is performed in the RTA offices and reviews information required to be in the final grant application and ongoing reporting requirements, such as quarterly progress reports, yearly reports or requisitions. Additionally, the RTA will review the subrecipient's website for all Civil Rights requirements including the Title VI Plan.

Site Visit

RTA staff will visit all Section 5310 subrecipients. The administrative purpose of the actual site visit is to:

- Conduct an in person review meeting with the awardee
- Review the compliance areas that pertain to a specific awardee
- Verify compliance with the regulations associated with the receipt of Federal funds
- Review financial records
- Review project records
- Review written policies
- Review preventative maintenance records and inspect vehicles, equipment and facilities
- It also gives RTA and awardee staff members the opportunity to discuss technical issues.

The general structure for the on-site review day includes:

- Entrance conference
- Visit facilities
- Inspect vehicles
- On-site records review
- Exit interview and meeting.

Visiting the facility allows the reviewer to verify that the facility or the part of the facility supporting transit service is in transit usage. Additionally, it allows a general observation on

the facility's condition and whether required signs are properly posted. At some awardee properties it will be necessary to ride a route to review the service and ADA compliance. In the event that an on-site review is not possible, the subrecipient may arrange to review these items virtually via video webinar. A "ride behind" can replace a "ride along" on one of the vehicles to review the vehicle service and ADA compliance. This allows the reviewer to visually inspect without boarding the vehicle.

The awardee can prepare for the on-site review by reviewing a check list that RTA will provide citing the areas being reviewed and the documents that will need to be made available. A finding of non-compliance in an area means that the awardee will need to focus on accumulating or preparing information to reach compliance. RTA staff will be available to provide assistance with reaching compliance. It is very important that appropriate staff members be available for the entire site visit. Appropriate staff members would include the general manager or executive director, the finance manager and the maintenance manager.

Compliance Review Report

Upon the conclusion of the review process a final report will be produced that includes a summary of findings, if any, and their disposition. The report will be based on the results of the on-site review(s) as included in the Compliance Review Report. The Compliance Review Report includes an itemized list of each subject area that may be reviewed as applicable (Exhibit C).

Once a subrecipient is notified of a deficiency, the subrecipient will be requested to respond with a plan to take the corrective action. In an instance where the compliance issue is not resolved to the satisfaction of the RTA, the RTA may:

- Suspend grant fund payments.
- Deem a subrecipient ineligible to receive additional grant funds either within the current program or future programs.
- Audit the subrecipient to determine compliance with contractual obligations.
- Terminate the grant contract(s).

Accounting Systems and Audit

Awardees, operators, and third-party contractors are responsible for establishing and maintaining adequate internal controls over all the functions which relate to project administration and implementation. The control systems must comply with the applicable Federal, FTA Grant Management, Circular 5010.1F and all State of Illinois requirements.

For grants funding services it is important that the service be marketed to the target populations for the program. The awardee should be able to demonstrate that such a program is in place and in use.

The local share for grants must be from non-FTA sources and may include state funds as well as unrestricted Federal funds. Subrecipients are required to have an independent audit for operating grants. This must be prepared by an independent CPA and it must include a schedule of costs, revenues, and expenditures in comparison with the Approved Project Budget. All audits performed must meet the requirements of 2 CFR Part 200 Subpart F and / or Circular 5010.1F, which combines previous guidance under one circular.

The scope of the audit must include an examination of the awardee and/or contractor records and test of transactions sufficient to enable the audit firm to express an opinion on the following items. That the records of receipts, disbursements, assets and liabilities and the presentation of those records in the financial statements of the awardee and/or contractor are in accordance with generally accepted accounting principles. The principles are consistently applied and present fairly the financial positions of the awardee and/or contractor and the results of its operations for the period covered by the audit. That the costs incurred are

eligible under the contract. Finally, the audit must review the degree of compliance with the terms and conditions of the contract, the approved program and with RTA guidance.

Closeout Procedures

RTA will use a two-step process to a move a Federal award to closeout:

Subrecipient Closeout

Subrecipients are responsible for writing "Final Invoice" on the last invoice the subrecipient submits. This process begins when all activities in the Technical Services Agreement (TSA) are completed or all funds in in the agreement are fully expended. A final status report should accompany the final invoice. The final status report should state whether all project goals have been accomplished.

FTA Closeout

The RTA is responsible for administering the Federal grant closeout through the FTA's TrAMS system. The RTA will make any necessary adjustments to the project budget and conduct a final grant project audit as required by Title 2 – Part 200. Grant closeout procedures are outlined in the following FTA Circulars: Section 5310, 9070.1G, page VI-15 and Grant Management Requirements, C. 5010.1E, as revised, page III-14.

"The awardee must initiate close-out of a grant when all approved activities are completed and/or applicable Federal funds expended. All close-out documentation must be submitted within 90 days of the completion of all activities in the grant. This requires notifying FTA by letter or e-mail that the grant is ready for close-out. The awardee should electronically submit the following in TRAMS as part of the grant close-out process: 1) a final budget reflecting actual project costs by scope and activity; 2) a final Federal Financial Report; 3) a final narrative MPR indicating the actual completion date of each ALI; a discussion of each ALI contained in the final budget and list of project property purchased under the grant; 4) a request to deobligate any unexpended balance of Federal funds; and 5) any other reports required as part of the terms and conditions of the grant."

The Milestone Report will include information on the completion of the individual projects as well as the total project. All project records will be maintained by the RTA for three years.

Other Provisions

Prospective applicants are advised to carefully review the requirements of participating in RTA funded programs. In addition to state and local contractual provisions, subrecipient awardees must comply with the various federal requirements governing federal financial assistance programs. Accordingly, prospective applicants and awardees are advised to review the required federal provisions (and source documents) detailed in this section.

Additionally, on November 1, 2024, the FTA released Circular 5010.1F, which is a repository of previously issued guidance for award administration and management activities for all applicable FTA assistance programs. The circular incorporates provisions of the Infrastructure Investment and Jobs Act (IIJA; Pub. L. 117-58 (2021)) and the most current guidance as of the date of publication. In cases where the circular is inconsistent with changes in any statute or regulation, the statute or regulation will supersede this circular. The circular revision also incorporates provisions of U.S. Department of Transportation (USDOT) regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201. These regulations incorporate by reference the Office of Management and Budget (OMB), "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, which supersedes the former OMB circulars on Uniform Administrative Guidance (49 CFR Parts 18 and 19). The most recent updates to 2 CFR Part 200 were published on April 22, 2024, (89 FR 30046) and are

effective October 1, 2024. The date of an award or amendment adding funds may determine the application of the specific regulatory requirements.

Title VI Nondiscrimination

Requires that no person because of race, color, national origin, be excluded from participation in, or denied the benefits of any project funded in whole or in part with federal funds.

Equal Employment Opportunity (EEO)

Requires that any recipient of FTA funds shall not discriminate against any employee or applicant for employment based on race, color, religion, sex, or national origin.

Section 504 of the Federal Transit Act

Prohibits discrimination on the basis of disability by recipients of Federal financial assistance.

Americans with Disabilities Act

Prohibits discrimination against qualified individuals in all programs, activities and services of public entities, as well as imposes specific requirements on public and private providers of public transportation.

Bus Testing Regulations

Requires awardees to certify compliance with the federal bus testing requirements before accepting any new bus model.

Restrictions on Lobbying

Requires that no federal funds are used for lobbying and if other funds are used that specific reporting requirements are met.

Purchasing, including Buy America

> The “Common Rule “, U.S. DOT regulations, “Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments,”49 CFR part 18. and “Uniform Administrative Requirements for Grants and Agreements with Institutions of Higher Education, Hospitals, and other Non-Profit Organizations,” 49 CFR part 19, permits states to follow the same policies and procedures which they use for procurements funded with non-federal funds, to the extent permitted by Federal statutes and regulations.
>
> The purchasing area includes all third-party purchases and contracts entered into by the awardee with Federal funds. Awardees at a minimum must have established internal procurement procedures. Awardees must ensure that every purchase order and contract issued by the awardee or a subcontractor using Federal funds includes all clauses required by Federal, state, RTA and local statutes, executive orders and implementing regulations.

The RTA permits awardees to follow their own procurement policies provided that the basic Federal Third Party Contracting Guidelines standards are included in the procurement action. Those standards are detailed in FTA Circular 4220.1F, as revised.

If a awardee enters into agreement to operate service with a third party contractor the contractor is obligated to follow FTA procurement guidelines, regardless of the organizational status of the contractor, private for-profit or private non-profit.

Maintenance, Satisfactory Continuing Control, Section 504 and ADA

Section 504 of the Rehabilitation Act, which preceded the Americans with Disabilities Act (ADA), prohibits discrimination of individuals on the basis of handicap by recipients of Federal financial assistance. The ADA, in addition to requiring the provision for complementary paratransit service, requires that vehicles and facilities be accessible. ADA regulations require that public and private entities providing transportation services maintain in operative condition all accessibility features such as lifts, elevators, ramps, securement devices, signage and communication equipment. Review of the awardee's facilities, maintenance procedures and vehicles will include a review of facility accessibility and vehicle accessibility including lifts and other accessibility features. Training materials for operators will be reviewed. A bus route may be ridden to watch the system in operation.

Under State of Illinois guidelines all equipment must be utilized 100% for transit purposes. This is consistent with FTA circulars and their requirements for continuing control of project property (C5010.1E, as revised, Chapter IV – Project Management at Section 3 e (1)) FTA C. 9070.G, at page VI-3, does encourage maximum use of vehicles funded under the program. In all instances the vehicles must be used first for program related needs. Federal policy does allow some incidental use if the other program or project uses are currently or were previously supported with Federal funds. This is considered incidental as long as it does not interfere with the program use outlined in the application.

Safety and Security

The development of formal safety and security plans is mandated for all programs. RTA will provide assistance and direction to subrecipients with the intention of making sure that the subrecipient recognizes the need for and benefit of a safety and security plan. FTA's authority in the area of safety is set forth in 49 USC 5329. Under this section FTA may conduct investigations into safety hazards and security risks. FTA and RTA are both concerned with the safety and security of transit passengers and transit workers.

While conducting the on-site compliance part of the monitoring program RTA staff should be aware of any safety or security issues at the awardee's property.

Manufacturers of vehicles and equipment will have procedures available for the safe operation of their products and for the training of operators. Certain transit providers may be affected by Federal Motor Carrier Safety Regulations and state motor carrier regulations. Insurance carriers expect and may require that specific equipment and operational practices be followed and that workplace safety guidelines be developed. Emergency preparedness procedures should be coordinated with other local agencies and governments.

Awardees should develop screening and training programs for volunteer drivers. The Agency Council on Coordinated Transportation (ACCT) published a guide "Volunteer Drivers – A Guide to Practices" to assist agencies in developing such programs. It contains useful information about managing a volunteer driver program including safety measures.

Charter Bus and School Bus

The Charter Bus requirements, Title 49 U.S.C. 5323(d), generally limit the use by public transportation operators of federally funded equipment and facilities for charters unless there are no willing and able private operators available to operate the charter. Charter regulations (49 CFR Part 604), published in the Federal Register on January 14, 2008 (73 FR 2326) state, at §604.2 (e), "The requirements of this part shall not apply to a recipient that uses Federal financial assistance from FTA for program purposes only, under 49 U.S.C. 5310….." This relieves the operator of a 5310 project from this requirement while operating service under this program.

Additionally at Sub-part B – Exceptions §604.7 provides an exception for recipients providing charter service to a Qualified Human Services Organization. This type of organization is defined as "…an organization that serves persons who qualify for human services or

transportation - related programs or services due to disability, income or advanced age." §604.3(q).

The School Bus requirements, Title 49 U.S.C. 5323(f), prohibit the use of FTA funds for exclusive school bus transportation for school students and school personnel. The regulations do permit regular service to be modified to accommodate students along with the general public.

Drug-Free Workplace and Drug and Alcohol Testing

All recipients of FTA funding are required under 49 CFR part 32 to maintain a drug-free workplace for all employees and to have an anti-drug policy, awareness program and training program. Awardees/subrecipients must notify employees that the use, manufacture, distribution, or possession of a controlled substance is prohibited in the workplace. Illinois state regulations at 30 ILCS 580/1 do require that all awardees certify that they provide a drug-free workplace.

FTA awardees that receive only 5310 program assistance are not subject to FTA's Drug and Alcohol testing rules, but must comply with Federal Motor Carrier Safety Administration (FMCSA) rule for employees who hold Commercial Driver's Licenses (CDL)(49 CFR part 382). All drivers of vehicles designed to transport 16 or more passengers (including the driver) must have a CDL. Mechanics that drive the vehicles must also have a CDL.

Labor Protections

For FTA programs, 49 U.S.C. 5333(a) imposes Davis-Bacon Act prevailing wage requirements on construction projects. Section 5333(a) requires the Secretary ensure that all laborers and mechanics employed by contractors or subcontractors in the performance of construction work financed with the assistance of loans or grants under Chapter 53 be paid wages at rates not less than those prevailing on similar construction in the locality as determined by the Secretary of Labor in accordance with the Davis-Bacon Act, as amended.

Program Management Plan Revisions

The RTA will submit this PMP to FTA for review and approval. FTA will keep copy of this PMP on file at the FTA Region V offices. An approved PMP remains valid until FTA approves a later plan submitted by the RTA, an FTA management review results in a specific request to the RTA by FTA for a revised PMP, or FTA announces significant new program documentation requirements. The RTA is responsible for revising this PMP to ensure consistency with Federal / FTA requirements. The RTA will issue timely revisions to this PMP, when needed and especially when the information will be helpful to minority applicants, sub-recipients, and third-party contractors that will be affected by the revision.

If the RTA proposes significant revisions to this PMP, the RTA will provide an opportunity for Members of the PAC to provide comments on the proposed changes. Additionally, if this PMP is significantly changed or if the changes are considered "pervasive," the RTA will submit a revised PMP to FTA Region V for review and approval. The RTA is not required to submit minor changes to this PMP to FTA for review and approval; however, the RTA will ensure that FTA Region V is notified regarding changes to this PMP and will provide FTA Region V with an up-to-date copy of this PMP.

Revision Date	Description
September 2018	Updated for FAST Act compliance and streamlining of content most useful for potential applicants and current awardees
March 2021	Updated to reflect the revised Human Services Transportation Plan (HSTP) and new policies and procedures for the Section 5310 program, including local match and funding policies, selection criteria and project selection

Revision Date	Description
	team. CRRSAA apportionment and future recovery funds allocation policy documentation.
April 2022	Updated to reflect revised performance measures developed for subrecipient quarterly reporting, derived from the revised Human Services Transportation Plan (HSTP).
January 2023	Updated to allow for Capital Infrastructure project applications for the FY2022-2023 Call for Projects, clarify subrecipient use of Administrative funds and revise project selection process.
January 2025	Minor administrative updates, including adjustments to the project selection committee and removing of language referring to CRRSAA, JARC and NF programs. Includes new references to Circular 5010.1F. Retains inclusion of Capital Infrastructure project applications for the FY2024-FY2025 Call for Projects.

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

* APPLICANT'S ORGANIZATION	County of Kane
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE	
Prefix: Choose one	* First Name: Middle Name:
* Last Name:	Suffix:
* Title:	
* SIGNATURE:	* DATE:

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-482

APPROVING AMENDMENT NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND CITY OF ST. CHARLES FOR ACCESS AND IMPROVEMENTS TO RANDALL ROAD FROM IL ROUTE 64 TO DEAN STREET

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes, 5 ILCS 220/1, et seq. authorizes the County of Kane ("County") and the City of St. Charles ("St. Charles") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, pursuant to Kane County Resolution No. 06-407, the County and St. Charles entered into an intergovernmental agreement to allow access to Randall Road from between Illinois Route 64 and Dean Street and to thereafter provide for certain intersection improvements (hereinafter the "Agreement"); and

WHEREAS, pursuant to Kane County Resolution No. 18-163, the County and St. Charles entered into Amendment No. 1 to the Agreement to address the modification of the timing of payments from St. Charles to the County relative to said intersection improvements; and

WHEREAS, he County and St. Charles desire to amend the Agreement (hereinafter "Amendment No. 2") (a copy of which is on file with the County Clerk's Office) for a Right-In or Right-In/Right-Out only access to the south bound Randall Road for the purposes of future development of the adjacent property; and

WHEREAS, the County and St. Charles believe the proposed Amendment No. 2 to the Agreement provides a benefit for the citizens of St. Charles and the County, providing for the safety of the motoring public and enhancing the efficient movement of traffic in the area.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Amendment No. 2 to the Agreement for Access Improvements to Randall Road from Illinois Route 64 to Dean Street is hereby approved and that the County Board Chairman is hereby authorized and directed to execute Amendment No. 2 to the Agreement with the City of St. Charles.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Amendment No. 2 to an Intergovernmental Agreement Between the County of Kane and City of St. Charles for Access and Improvements to Randall Road from IL Route 64 to Dean Street

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

As directed by the County Board Transportation Committee, KDOT staff has worked with the City of St. Charles on an intergovernmental agreement for the approval of a Right-In/Right-Out access to Randall Road for the property at the northwest corner of Randall Road & IL Route 64. Attached is a draft Intergovernmental Agreement (IGA) Amendment No. 2 which provides for the flexibility of either a Right-In Only access or a Right-In/Right-Out Only access. The IGA authorizes KDOT staff to proceed forward with the permitting process as development is considered by the City.

AMENDMENT NO. 2 TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD FROM IL64 TO DEAN STREET

This Amendment #2 (hereinafter, the "Amendment") is entered into this ___ day of _____, 2025, by and between the County of Kane, a body corporate and politic of the State of Illinois (the "COUNTY") and the City of St. Charles, a municipal corporation of the State of Illinois (the "CITY"). The COUNTY and the CITY are sometimes collectively referred to as the "Parties" and individually as a "Party".

Whereas, the CITY and COUNTY entered into an Intergovernmental Agreement on November 14, 2006, regarding the construction, widening, and improvement of Randall Road from immediately north of Dean Street to immediately south of IL64. A true and correct copy of the IGA along with amendment No. 1 is attached hereto as Attachment "A" and incorporated by reference (collectively, "IGA"); and

Whereas, the IGA states the agreement cannot be modified except upon execution of a written amendment properly authorized and executed by the COUNTY and CITY (See: Attachment "A", paragraph 21); and

Whereas, the CITY seeks an amendment to the IGA to provide 2202 W. MAIN STREET, LLC ("OWNER"), the owner of certain real estate adjacent to the northwest corner of the intersection of Randall Road and Illinois State Route 64, with access to southbound Randall Road near previous Access Point "K" (relocated 130 feet north of its previous location) as specifically identified in the IGA. (See: Attachment "A", paragraph 3(K)); and

Whereas, the CITY and OWNER has requested a Right-In or Right-In/ Right-Out only access to south bound Randall Road near Access Point "K" for the purposes of future development of its property; and

Whereas, the Parties have determined that certain traffic control conditions and restrictions promulgated by KDOT for improvements near Access Point "K" are necessary for the safety of the motoring public, responsible transportation planning, and proper land use planning.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties covenant and agree as follows:

1. This Amendment is the second amendment to the IGA. All terms of the IGA shall remain in full force and effect other than those terms that are modified by the execution of this Amendment to the IGA. If there are any conflicts or inconsistencies between the terms and conditions of this Amendment and the IGA, the terms of this Amendment shall supersede and remain controlling with respect to the Parties.

2. Paragraph 3(K) of the IGA is replaced in its entirety with the following:

   3(K). FORMER LONG JOHN SILVER ENTRANCE (ACCESS POINT K) ---- A former "T" Intersection with Randall Road that was removed as part of the Randall Road Project for safety purposes. This access point and intersection shall be reinstated approximately 130 feet north of its former location. The access provided at this location shall be a Right-In Only, or a Right-In/Right-Out Only access point, depending upon the completion of certain access and Randall Road improvements acceptable to the County Engineer for the proposed reinstated Access Point "K", as contemplated in Attachment "B" to this Amendment. The OWNER shall be solely responsible for all costs to include design, construction, and installation of all improvements contemplated near Access Point "K", including the construction of the improvements contemplated within a site plan and concept road improvements attached hereto as Attachment "B".

3. This amendment shall not be construed as a modification to the terms and conditions set forth within paragraph 4(D) of the IGA as set forth in Attachment "A". The approval of the proposed improvements contemplated near Access Point "K" for a Right-In/Right-Out Only access point, and any material changes to the south bound Randall Road traffic lanes shall remain subject to the approval of the Illinois Department of Transportation ("IDOT"). The County Engineer shall determine the specific access location and design of any and all related access improvements, as substantially depicted on Attachment "B". In the event IDOT requires additional road improvements as a result of the modified access contemplated in this Agreement, the Parties, and OWNER, shall work cooperatively, and in good faith to obtain IDOT's approval for the proposed improvements.

4. Pursuant to Kane County Ordinance 22-27, all "new development", as defined in the Kane County Road Impact Fee Ordinance requires the assessment of potential transportation impact fees due to the COUNTY and collected by the Kane County Division of Transportation. In conjunction with the COUNTY, and to promote the fair and uniform compliance with this program, the CITY agrees to provide written notice to all municipal building permit applicants of Kane County's Road Improvement Impact Fee Ordinance.

5. This Amendment shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

Executed this ____ day of _____, 2025 in Geneva, Illinois.

COUNTY OF KANE

By: _____
Corinne M. Pierog
Chairman, Kane County Board

Attest: _____
John A. Cunningham
County Clerk

CITY OF ST. CHARLES

By: _____
Lora Vitek
Mayor

Attest: _____
Nancy Garrison
City Clerk

LIST OF ATTACHMENTS

ATTACHMENT "A" Intergovernmental Agreement dated November 14, 2006 and Amendment No. 1 to Intergovernmental Agreement

ATTACHMENT "B" Access Point “K” Conceptual Road Improvements

ATTACHMENT "A"

Intergovernmental Agreement dated November 14, 2006 and Amendment No. 1 to Intergovernmental Agreement

INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD FROM IL64 TO DEAN STREET

This Agreement (hereinafter, the "Agreement") entered into this 14th day of November 2006, by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter, the "COUNTY") and the City of St. Charles, a municipal corporation of the State of Illinois (hereinafter, the "CITY"). The COUNTY and the CITY are sometimes hereinafter collectively referred to as the "Parties" and individually as a "Party".

WITNESSETH

Whereas, the CITY and the COUNTY are authorized to agree and cooperate among themselves pursuant of the provisions of the Illinois Constitution of 1970 and the Intergovernmental Cooperation Act of the Illinois Compiled Statutes; and,

Whereas, the COUNTY has exclusive jurisdiction over Kane County Highway No. 34, also known as Randall Road: and,

Whereas, Illinois Compiled Statutes 605 ILCS 5/8-101 et. seq. authorize the COUNTY to designate certain highways within its jurisdiction as "freeways" and, when so designated, authorize the COUNTY to, among other things, control access with respect to such designated highways; and

Whereas, the COUNTY represents that it has designated, in conformance with law, Randall Road as a freeway on August 8, 1972, and has further represents that it has adopted, in conformance to law the Kane County Division of Transportation - Transportation Permit Regulations and Access Control Regulations (hereinafter, the "KDOT-TPR"); and

Whereas, the COUNTY has undertaken, commencing in 2006, the construction, widening and improvement of Randall Road from immediately north of Dean Street to immediately south of Oak Street, within the municipal limits of the CITY by constructing improvements including but not limited to additional lanes of through traffic, additional left and right-turn lanes at certain

existing and planned intersections, barrier medians and storm water management facilities, (hereinafter, the "Randall Road Project"); and,

Whereas, the properties located along the east and west sides of the section of Randall Road between Illinois State Route 64 on the South and Dean Street on the North, are within the corporate limits of the CITY (hereinafter, the "Subject Corridor") and is depicted in Exhibits "B1" and "B2" and, further, that some of these properties are being redeveloped, and the CITY desires the COUNTY to permit an access point that will be a Signalized Full Intersection approximately 1,200 feet north of Illinois Route 64 and to permit and retain certain other access points to Randall Road for the benefit of existing and future commercial and residential development in the Subject Corridor that is anticipated by the CITY; and,

Whereas, the COUNTY wishes to secure the support and cooperation of the CITY in the enforcement of the KDOT-TPR related to the control of access to that segment of Randall Road identified in the immediately preceding recital so as to facilitate and assure the safety of the motoring public and to facilitate the free flow of traffic now and in the future, and to otherwise permit the orderly development of property adjacent to the identified segment of Randall Road; and,

Whereas, the Parties have determined that, subject to the controls hereinafter set forth, the control of access to Randall Road as set forth in this Agreement is necessary for the safety of the motoring public, responsible transportation planning and proper land use planning; and,

Whereas, the Parties acknowledge and agree that, subject to the controls hereinafter set forth, the planning and improvements as described herein are and will be a benefit to the residents of the COUNTY and the CITY.

NOW THEREFORE, in consideration of the foregoing recitals and of other good and valuable consideration, the adequacy and sufficiency of which is hereby stipulated, the Parties hereto covenant and agree as follows:

1. The Parties acknowledge and agree that the recitals set forth above are hereby incorporated herein as substantive provisions of this Agreement. The Parties further acknowledge and agree that the "Definitions" that are attached hereto as Exhibit "C" are incorporated and shall define the terms of this Agreement.

2. The Parties agree that each shall, in the exercise of its respective planning jurisdiction, provide that all new development in the Subject Corridor shall provide for ingress to and egress from Randall Road in a manner consistent with the provisions of this Agreement and at the locations as generally depicted on Exhibit "A-3" which is attached hereto and made a part hereof.

3. The Parties agree that the location and nature of all access points to and from Randall Road within the Subject Corridor shall be as set forth herein and as generally illustrated on the conceptual plan attached hereto and incorporated herein as Exhibits "A1" and "A3". In the exercise of its authority over development, the CITY shall, to the extent permitted by law which shall not include the exercise of eminent domain or acting in a manner that may constitute an unlawful regulatory taking, (hereinafter "to the extent permitted by law") use its best efforts to secure the closure of access points other than those set forth herein and the elimination of those access points designated herein for elimination along the Subject Corridor and shall also, to the extent permitted by law, secure conveyance to the COUNTY in fee simple of additional right of way to facilitate planned future Randall Road improvements as contained in the COUNTY adopted Kane County 2030 Transportation Plan and the KDOT-TPR and the design and construction of any intersections at Access Points as hereinafter described. The COUNTY shall approve the Access Points and intersections described below and illustrated on Exhibits A1 through A3, provided, however, the design and construction of the intersections at said Access Points, including the design and construction of any additional appurtenances therefor shall be pursuant to permit issued by the COUNTY and in conformance with the KDOT-TPR except as may otherwise be modified by this Agreement. The exact location and final design of said access points shall be subject to the approval of the COUNTY in accordance with the KDOT-TPR, which approval shall not be unreasonably delayed or denied.

The following lettered subsections of this Section 3 correspond to the letters contained on Exhibits "A1-A3" attached hereto and incorporated herein:

A. DEAN STREET (ACCESS POINT A)—A Full Signalized Intersection with Randall Road.

B. SEIGLES NORTH ENTRANCE (ACCESS POINT B)—A "T" intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the relocation of Access Point C as herein provided. However, the County Engineer, with the approval of the Kane County Board, may approve retaining a Right-In/Right-Out Only intersection or Right-Out Only intersection at Access Point B if, in the County Engineer's determination, the intersection does not negatively impact the safety of the motoring public and helps to improve overall traffic circulation in the redevelopment of the site.

C. SEIGLES SOUTH ENTRANCE (ACCESS POINT C)—A "T" Intersection with Randall Road. This intersection shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This temporary Right-In/Right-Out Only shall be permitted to be closed and subsequently relocated to a point approximately 1,190 feet north of IL 64 subject to terms of this Agreement relative to access on the east side of Randall Road. When the relocation of Access Point C is complete, a Signalized Full Intersection (a public or private roadway on the east approach) with Randall Road is planned (See Access Point E). At the point in time the Full Intersection is opened to traffic on the east approach the Right-In/Right-Out Only Intersection and Access Point B shall be eliminated unless otherwise determined by the County Engineer and the Kane County Board as stated in paragraph B above.

D. FORMER EUCLID BEVERAGE ENTRANCE (ACCESS POINT D)—A "T" intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. This access point and intersection shall be eliminated upon the construction of Access Point C to the Euclid site. The County Engineer may approve retaining a temporary Right-In/Right-Out Only intersection , Right-In Only intersection or Right-Out Only intersection at Access Point D if, in the County Engineer's determination, the intersection does not impact the safety of the motoring public and helps to maintain adequate traffic circulation for the existing building on the Euclid site. At such time the Euclid site is redeveloped, ingress and egress shall be from Access Point C.

E. FORMER PAYLINE WEST ENTRANCE (ACCESS POINT E)—A "T" Intersection with Randall Road. This intersection shall be relocated to approximately 1,190 feet north of IL 64 and shall become a temporary Right-In/Right-Out Only during or upon the completion of the Randall Road Project. The temporary Right-In/Right-Out Only shall be relocated and reconstructed as a Signalized Full Intersection (as shown on Exhibit "A-3"; Woodward Drive on its west approach) with Randall Road.

F. X-SPORT FITNESS ENTRANCE (ACCESS POINT F)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.

G. CITY WATER WELL ENTRANCE (ACCESS POINT G)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project to permit emergency or periodic uses by the City or their contractors for purposes of City well maintenance.

H. FORMER BUS YARD ENTRANCE (ACCESS POINT H)—A "T" Intersection with Randall Road. This access point and intersection shall be relocated to approximately 630 feet north of IL 64 and become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.

I. FORMER HINES ENTRANCE (ACCESS POINT I)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project.

J. AUTO REPAIR ENTRANCE (ACCESS POINT J)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point J will be eliminated.

K. FORMER LONG JOHN SILVER ENTRANCE (ACCESS POINT K)—A "T" Intersection with Randall Road. This access point and intersection shall be eliminated with the Randall Road Project.

L. FOX VALLEY TIRE (ACCESS POINT L)—A "T" Intersection with Randall Road. This intersection shall become a Right-In/Right-Out Only during or upon the completion of the Randall Road Project. At any time in the future, in the event that ingress and egress becomes available from another County approved access point, Access Point L will be eliminated.

4. Internal Circulation. The Parties agree that it is necessary and desirable to provide a system of public streets and/or cross access easements in conjunction with the development of property adjacent to Randall Road within the Subject Corridor so as to avoid burdening Randall Road and other arterial streets with the internal traffic movements of said development. The location of the intersections of access roads with Randall Road and the respective throat lengths of those access roads shall be generally as illustrated on the conceptual plans attached hereto as Exhibits "B1" and "B2". Nonetheless, the throat lengths of those Access Roads shall be adequate in length to minimize negative impacts to Randall Road. The Parties agree to cooperatively review any new development which would impact the Randall Road and Woodward Drive Intersection (Access Point E).

A. The CITY intends to make the future access road and access road extensions and connections as generally depicted in Exhibits "B1" and "B2". The timing of these extensions and connections and the CITY's ability to accomplish the same are dependent upon the future development of property adjacent to the proposed road extensions and connections. Other than as provided for herein, the CITY makes no representations or warranties with respect to when the extensions and connections will be constructed. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require that the owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road provide the Access Roads, and Access Road extensions and connections and/or cross access easements as depicted and illustrated on the conceptual plans attached as Exhibit "B1" and "B2".

B. To the extent permitted by, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the Access Roads as generally illustrated on the conceptual plan attached as Exhibits "B1" and "B2" and detailed as follows:

i) Woodward Drive Extension West of Randall.

As a condition of the development of the property adjoining, and extending approximately 500 feet west of the centerline of Randall Road, the CITY shall require the dedication and construction Woodward Drive for a distance approximately 500 feet west of the centerline of Randall Road tying into Woodward Drive (a subdivision requirement of Pine Ridge Park Subdivision) and intersecting with Illinois State Route 64 via Oak Street, conforming generally with Exhibit "B-1" and with all requirements of the St. Charles Municipal Code for residential collector streets, or similar standards.

ii) Future Woodward Drive Extension.

As a condition of the development of property referred to as the Cardinal Site on Exhibit "B-1" which is generally located more than 2,600 feet west of the centerline of Randall Road, between Pine Ridge Park and Remington Glen Subdivision (hereinafter referred to as the "Cardinal Property"), the CITY shall require the dedication and construction of the "Future Woodward Drive Extension" as a continuous roadway between the Woodward Drive Extension and Peck Road. The Future Woodward Drive Extension shall include an 80 feet wide right of way and shall further consist of all improvements, and shall be designed to conform to all requirements, of the St. Charles Municipal Code for residential collector streets, or similar standards.

iii) Public or Private Roadway Extension to Dean Street & IL 64.

As a condition of the redevelopment of the property adjoining, and extending approximately 1,100 feet east of the centerline of Randall Road the CITY shall require the dedication or provision for cross access easements and construction of Access Roads as generally shown on Exhibit "B-2" which shall include connections to Illinois State Route 64 and Dean Street. The public/private roadway shall be at least 26 feet wide and conform to the St. Charles Municipal Code for residential streets or greater as a function of the proposed use.

C. The CITY and/or the property owner(s) shall maintain said access road(s), including upkeep of roadway striping, signage, and pavement necessary to keep said access roads open and available for convenient and continuous public use.

D. As a condition to the issuance of a permit, the COUNTY shall require all intersection improvements to be provided for in accordance with the KDOT-TPR at any of the proposed Access Points identified in Paragraph 3 hereof. The COUNTY shall determine the specific location and design of any improvements. These improvements may include, but are not necessarily limited to:

i. Improvements: Additional or new travel lanes, shoulders, and storm water drainage systems, including right of way necessary therefor.
ii. Auxiliary lanes: Right-and left-turn lanes, channelization and center medians.
iii. Traffic Control Devices: Signalization, traffic signal interconnect or coordination systems, signage and pavement marking, including right of way necessary therefor.
iv. Roadway lighting including intersection lighting.
v. Barrier Medians.
vi. Bike Paths, including right of way necessary therefor.
vii. Storm Water Detention Facilities, including right of way necessary therefor.

To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to require owner(s)/developer(s) of property contiguous to and within the Subject Corridor of Randall Road to construct and dedicate the access improvements consistent with the KDOT-TPR.

5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute $1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) $490,000.00 within 30 days of the issuance of the permit for the construction of an intersection at Access Point E, (ii) $490,000.00 within thirty days after the opening to the public of the Intersection at Access Point E and (iii) $490,000.00 within two (2) years of the opening of the Intersection at Access Point E to the public.

6. The COUNTY agrees to work with the CITY and the property owner(s)/develop(s) within the Subject Corridor contiguous to Randall Road to incorporate, where possible and appropriate, changes to the Randall Road Project to assist with facilitating the relocation of access points C, E, and H and the construction of improvements needed to safely and efficiently accommodate proposed development. Such improvements may include the abandonment and subsequent relocation of access points C and E and H and the construction of traffic signals proposed at the future Woodward Drive intersection. The Parties anticipate that any and all such improvements and related costs will be at the expense of the property owner(s)/developer(s) requesting such improvements.

7. All access points on Randall Road within the Subject Corridor contiguous to Randall Road shall be subject to the review and approval of the COUNTY. Access points will be permitted in accordance with this Agreement and the KDOT-TPR and any other applicable regulations and design standards. If, however, there is a conflict between said KDOT-TPR and this Agreement, the terms of this Agreement shall control. Pursuant to 765 ILCS 205/2 et. seq. and 605 ILCS 5/8-102, the CITY shall obtain written approval or plat approval from the COUNTY, whenever any property within the Subject Corridor is proposed to be developed with any ingress to and egress from Randall Road, Access Road, and Access Road extension or connection, to ensure that the proposed intersection design and Randall Road intersection improvements are acceptable to the COUNTY.

8. The COUNTY shall own, operate and maintain the roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the right-of-way of Randall Road. The CITY shall pay the cost to energize and maintain such roadway lighting, future traffic signals and signal interconnect systems, and emergency vehicle preemption system within the Subject Corridor of Randall Road. This obligation shall be deemed to include all costs associated with the operation and maintenance of said signals, signal interconnect, and preemption systems and street lighting and approach lighting including, but not limited to, the lamps, brackets, poles, cable, and special equipment for Randall Road, Dean Street, Route 64 and Access Points C and E as part of the Randall Road Project. "Maintenance" is defined as the periodical replacement of the elements listed herein which have failed due to normal use and operation or due to accidental damage. The CITY is not required to replace any part or parts of the lighting system that warrant replacement due to changes in the COUNTY's lighting policy or due to roadway widening or other projects initiated or approved by the COUNTY. The CITY is

not responsible for replacement of part or parts of the system due to damage caused by utility companies, public bodies or other entities using the Randall Road right-of-way for approved purposes. In the event that any reimbursable costs are billed to and paid by the COUNTY, the CITY shall reimburse the COUNTY within forty-five (45) days of the receipt of an invoice for the CITY's share of the actual costs incurred.

9. Upon (i) receipt of all necessary right of way, storm water detention, a complete permit application and, (ii) the review and subsequent approval thereof by the County Engineer, the COUNTY agrees to grant a permit for widening Randall Road, traffic signals and other related improvements for the intersection of Randall Road and Woodward Drive (Access Points "C" & "E"). The permit will allow for a signal to be installed in conjunction with the construction of the westerly leg of future Woodward Drive at Randall Road. The CITY or the property owner(s)/developer(s) shall be responsible for the cost of design, constructing and installing said intersection improvements. The goal of the Parties is to construct the entire Signalized Full Intersection at Woodward Drive and Randall Road as one project. However, the Parties contemplate that the construction of the Full Signalized Intersection of Woodward Drive may be phased over time and shall be initially accomplished by the permitting and construction of the west leg of the intersection of Woodward Drive and Randall Road (that portion of the intersection west of the centerline of Randall Road) first. In the event that the phased approach to the intersection construction for Woodward Drive and Randall Road is utilized, then the right of way and storm water detention requirements necessary for only that phase of the intersection to be constructed will be required by the COUNTY.

10. At the completion of the Randall Road Project, a storm water management facility shall have been constructed by the COUNTY along the west side of Randall Road immediately south of the Union Pacific Railroad tracks as illustrated on the conceptual plan attached as Exhibits "A2" and "A3". This facility currently has the storm water capacity of 11 acre feet (ac-ft) and services the needs of the Randall Road Project as defined by the COUNTY's Storm Water Ordinance. The CITY and COUNTY agree that the storm water detention facility has the ability to be expanded to a capacity of 16.6 ac-ft. The COUNTY will permit the CITY or their agents, subject to the conditions of the existing easement therefor, to construct the incremental additional capacity up to 5.6 ac-ft in the future. This construction of incremental additional capacity shall take place if adjacent development desires to manage storm water with a facility at the location of the afore described storm

water management facility. The COUNTY agrees to permit adjacent development to utilize up to but not to exceed 4 ac-ft of the incremental additional capacity. The COUNTY and CITY agree that 1.6 ac-ft is required and reserved exclusively to the COUNTY for the future expansion of Randall Road as contained in the COUNTY adopted Kane County 2030 Transportation Plan in accordance with the current County of Kane Storm Water Ordinance. Specific conditions related to the 5.6 ac-ft incremental additional capacity are as follows:

i. The CITY or their agents will agree to build the 1.6 ac-ft of additional capacity for the future expansion of Randall Road as referenced herein above with the first event of construction activity to enlarge the aforesaid storm water management facility. The costs for enlarging the storm water management facility including design and construction engineering, construction and landscaping will be a CITY expense.

ii. The COUNTY shall review and approve the design for the storm water facility. The COUNTY's approval shall not unreasonably be withheld.

iii. The CITY agrees to maintain the storm water detention facility at its sole cost and expense.

11. The Parties agree to cooperate during the development review process for development of property within the Subject Corridor. The CITY shall solicit the COUNTY's review and comment prior to any development approval including but not limited to annexation, subdivision, zoning, or land use changes. The CITY agrees to solicit the COUNTY's advice on transportation, right of way, storm water, detention, and traffic issues for any annexation agreement covering property within the Subject Corridor which is contiguous to Randall Road. To the extent permitted by law, the CITY agrees to use its best efforts in the exercise of its authority over development entitlements and approvals to cause to be provided in the name of the County of Kane additional right of way and storm water detention to accommodate current and future projected Randall Road widening as set forth in the Kane County 2030 Transportation Plan and the KDOT-TPR at no cost to the Parties.. In the event that the CITY fails to provide the additional right of way and/or storm water detention, for the intersection(s) at Access Point C and/or at Access Point E, the COUNTY shall not approve or otherwise permit an intersection at either of the aforesaid access

point(s) for which right of way and storm water detention has not been provided by the CITY unless otherwise provided for in this Agreement.

12. In the exercise of its authority over development entitlements, the CITY will use its best efforts to provide, or cause to be provided, utility easements located outside the present or planned future right of way of Randall Road unless otherwise agreed to by the County Engineer. All utilities located within the right of way of Randall Road shall require a permit from the COUNTY. The Parties acknowledge and agree that the COUNTY shall have no obligation to place any utilities in its right of way, but will work with the CITY to reasonably accommodate utility placement in COUNTY right-of-way where necessary.

13. Except as otherwise provided herein, the Parties agree that Access Roads intersecting Randall Road should provide a minimum distance (the throat) between Randall Road and any other intersecting Access Roads of five hundred feet (500') or the minimum throat length as provided in the KDOT-TPR or any lesser distance as may be approved by the County Engineer.

14. The Randall Road Project includes a landscape barrier median in certain locations. The Parties agree that the CITY may, in the future, develop a plan to modify the median landscape as included in the Randall Road Project. Any costs for the design, construction and maintenance of the median landscaping shall be the sole responsibility of the CITY.

15. The CITY shall indemnify, defend, and save harmless as herein provided, the COUNTY, its officers, agents, officials, servants, and employees from any and all liability, claims, manner of actions, cause, and causes of action, suits, sums of money, covenants, controversies, agreements, promises, damages, judgments, claims, and demands, whatsoever, in law or in equity, and particularly and without limiting the generality of the forgoing any and all personal injuries, property damage or death, including claims for indemnity or contribution, attorneys' fees, and litigation expenses all and in any case or manner arising out of, caused by, or in consequence of the negligence of the CITY, and/or their employees, officers, agents, or servants, or out of, caused by, or in consequence of and relating in any manner to the CITY's design, construction, and maintenance of any landscaped median within the right-of-way of Randall Road.

16. Nothing in this Agreement shall be construed to require either Party to exercise the power of eminent domain or to take any action which either Party reasonably believes constitutes an unlawful regulatory taking under the law. Nothing in this Agreement shall be construed to authorize the COUNTY to exercise any zoning, subdivision, or other land use or building authority with respect to property located within, or which, pursuant to the terms of any annexation agreement, is proposed for inclusion within, the corporate limits of the CITY. Nothing in this Agreement shall be construed to authorize the CITY to exercise any authority conferred by law upon the COUNTY. Nothing in this Agreement shall be construed to require either Party to mandate any action by a third party that is not permitted by law.

17. The Parties acknowledge and agree that Exhibits B1 and B2 are a conceptual plan intended to demonstrate an intention by the Parties that the property as depicted thereon shall be improved with a system of access roads, and cross access easements which will serve the purpose of dispersing traffic in a manner which will serve to reduce traffic loads on Randall Road. The COUNTY acknowledges that the actual development of the property might require the location of access, roads and cross access easements in places other than those depicted on Exhibits "B1" and "B2". Provided that the CITY's processing and approval of any development proposal covering the property contiguous to Randall Road within the Subject Corridor is coordinated with the COUNTY as required by Paragraph 11 hereof, and provided such development proposal makes reasonable provision for access roads and cross access easements intended to serve the same planning purposes stated herein, such substitute access road, and cross access easements will not be deemed to violate this Agreement.

18. This Agreement shall be in full force and effect for a period of 20 years from and after the date first stated above. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct permit applications, should the COUNTY fail to issue such permits within the first forty eight (48) months of the term of this Agreement, the CITY shall have the unconditional right to terminate this Agreement.

19. In the event that any future development occurs on property contiguous to the Subject Corridor as heretofore identified on Exhibits – and/or with respect to any future

development along any access road within the Subject Corridor which intersects with Randall Road (i.e. Woodward Avenue) that generates vehicular traffic that meets or exceeds warrants for any additional improvement(s) to said intersection(s) or that, in the opinion of the County Engineer, degrade the operation of the intersection(s) and consequently the operation of Randall Road, then the CITY acknowledges that the COUNTY may at its sole option control and restrict to any extent, any intersection within the Subject Corridor until such time that the operational level of the intersection(s) is improved to the satisfaction of the County Engineer.

20. This Agreement shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and assigns.

21. This Agreement may not be modified, amended or otherwise altered except upon the execution of a written amendment thereto properly authorized and executed by each of the Parties hereto.

Executed this 1st day of November, December 2006, at Geneva, Illinois.

COUNTY OF KANE

By: _____ Attest: _____
County Board Chairman County Clerk

CITY OF ST. CHARLES

By: _____ Attest: _____
Mayor City

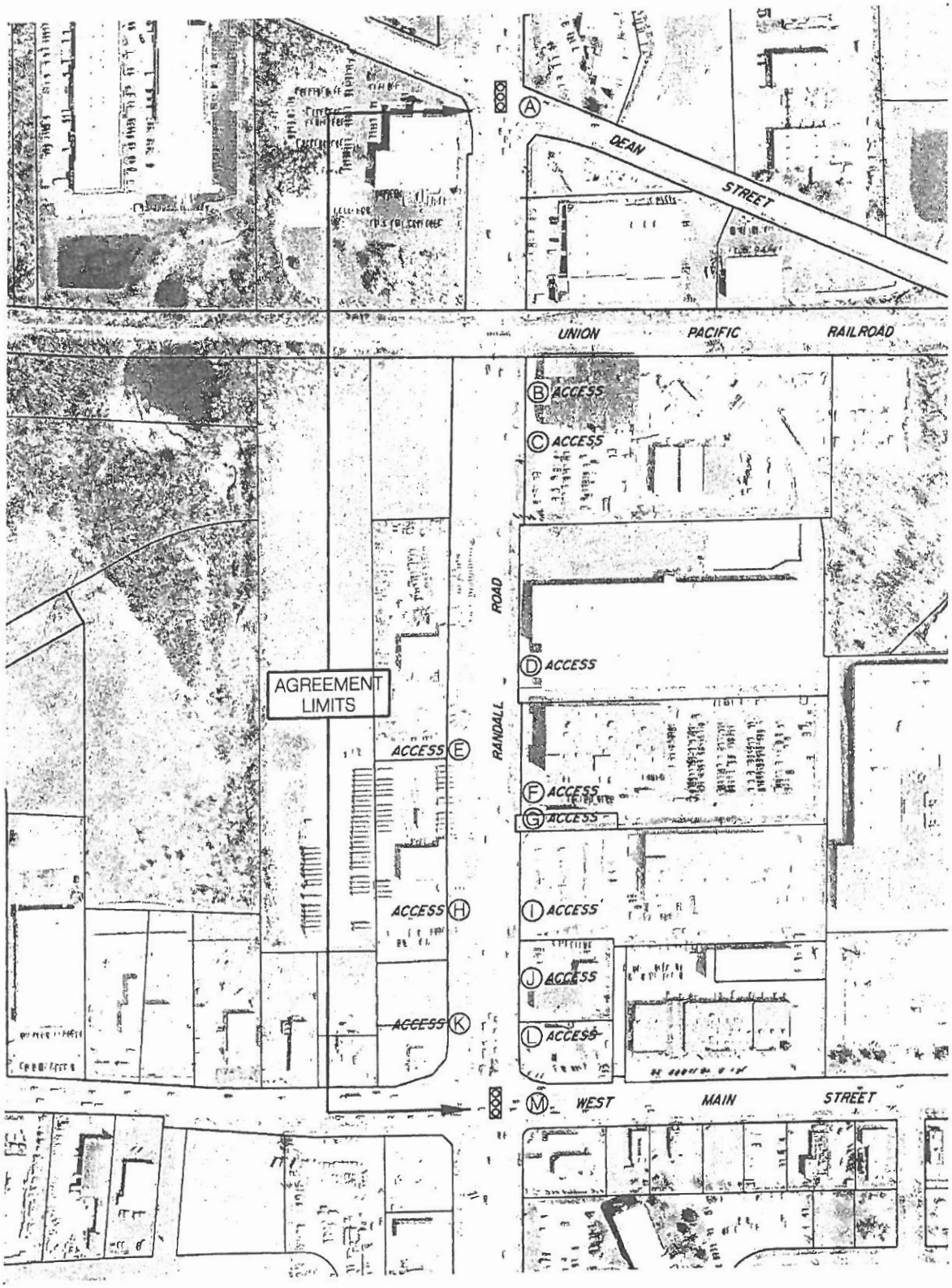
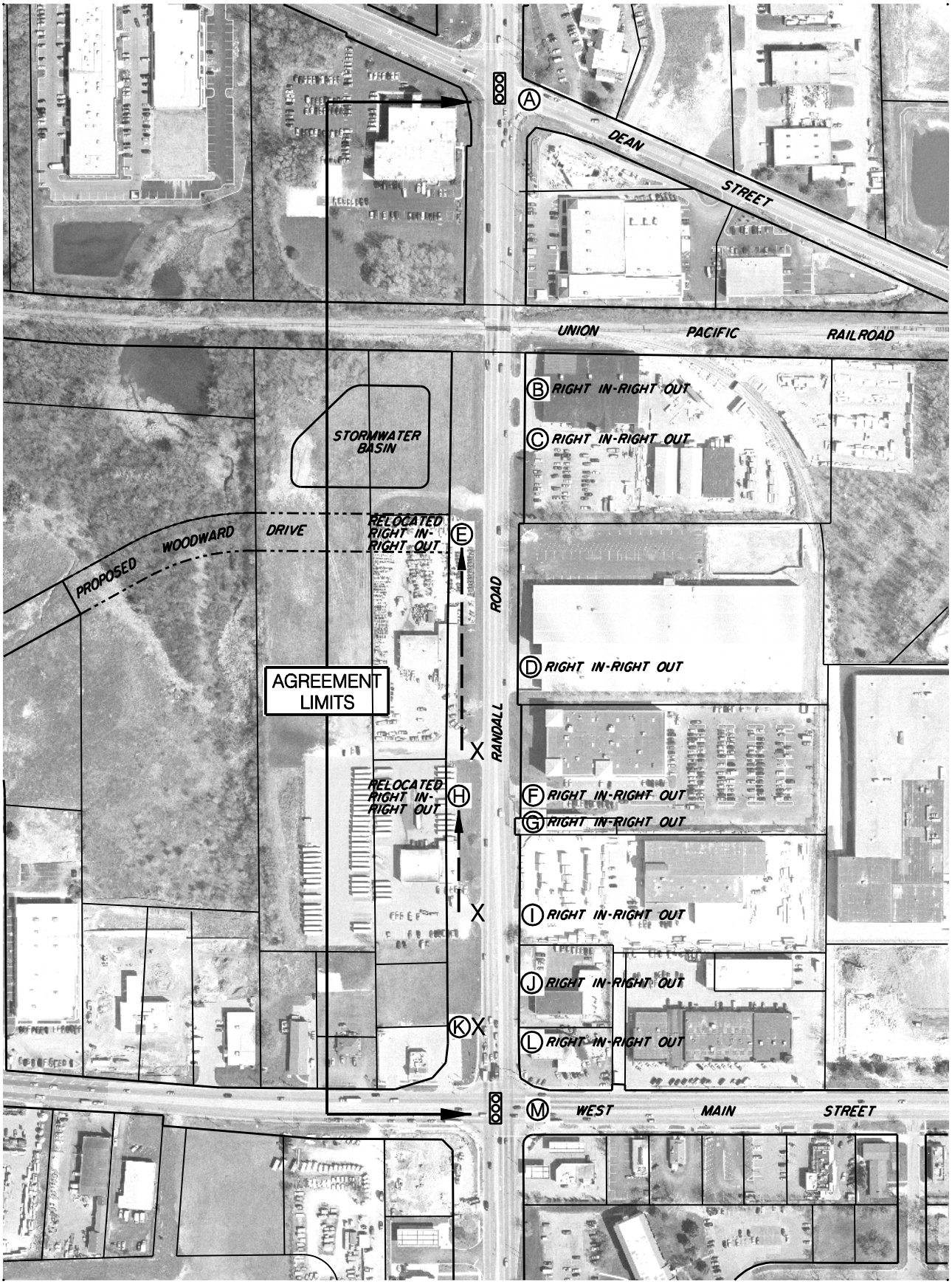

A
DEAN STREET
UNION PACIFIC RAILROAD
B ACCESS
C ACCESS
D ACCESS
AGREEMENT LIMITS
RANDALL ROAD
ACCESS E
F ACCESS
G ACCESS
ACCESS H
I ACCESS
J ACCESS
ACCESS K
L ACCESS
M
WEST MAIN STREET
LEGEND
EXISTING TRAFFIC SIGNAL
PROPOSED TRAFFIC SIGNAL
A ACCESS POINT
X REMOVE ACCESS POINT
RANDALL ROAD IGA
EXISTING CONDITIONS
NORTH
Scale: 1"=300'
Date: September 22, 2006
Aerial: Spring 2004
File: Randall-IGA-3.dgn

EXHIBIT A–1



LEGEND

EXISTING TRAFFIC SIGNAL

PROPOSED TRAFFIC SIGNAL

(A) ACCESS POINT

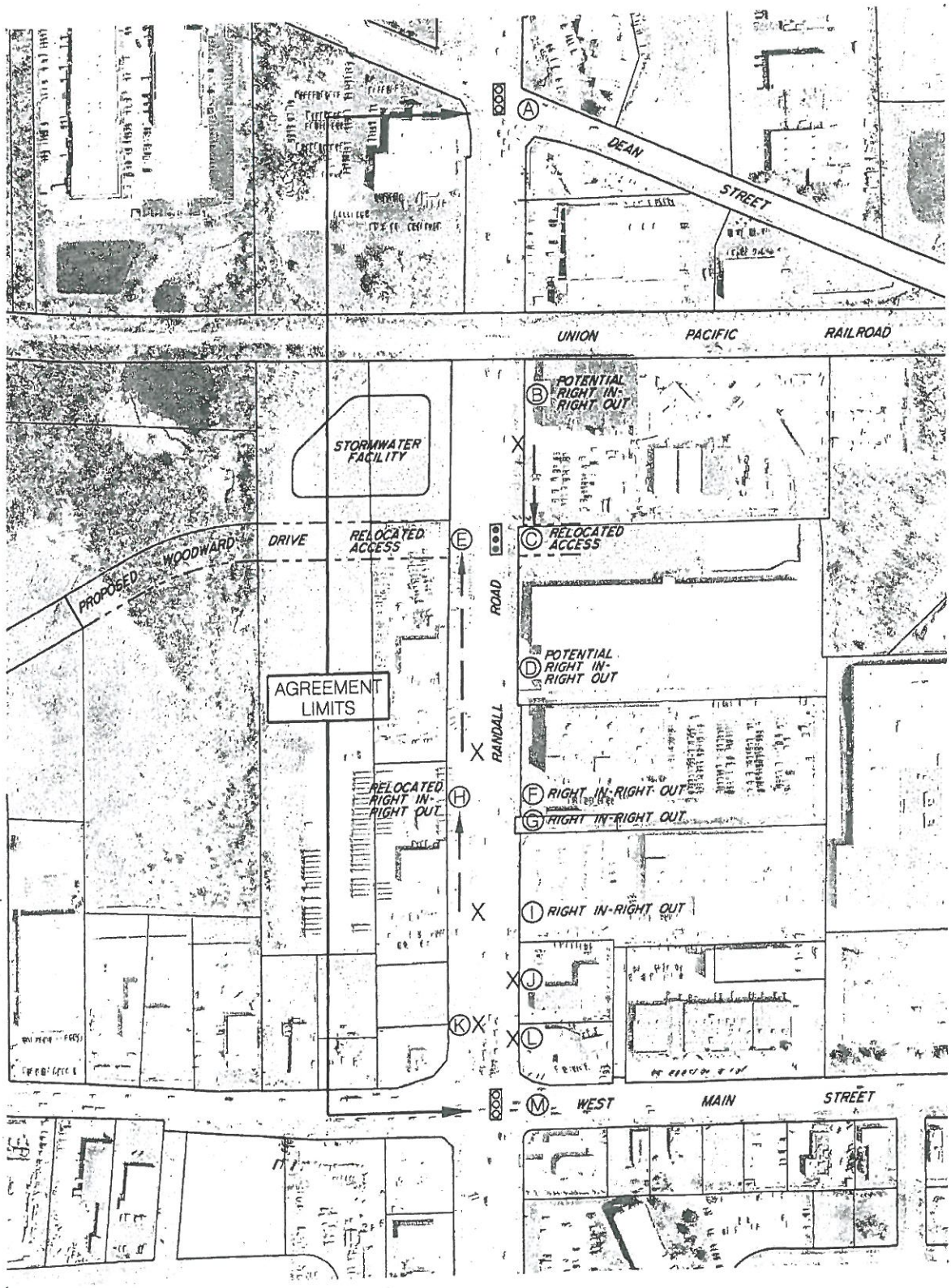
X REMOVE ACCESS POINT

RANDALL ROAD IGA
INTERIM CONDITIONS

NORTH

Scale: 1"=300'
Date: July 20, 2006
Aerial: Spring 2004
File: Randall-IGA-4.dgn

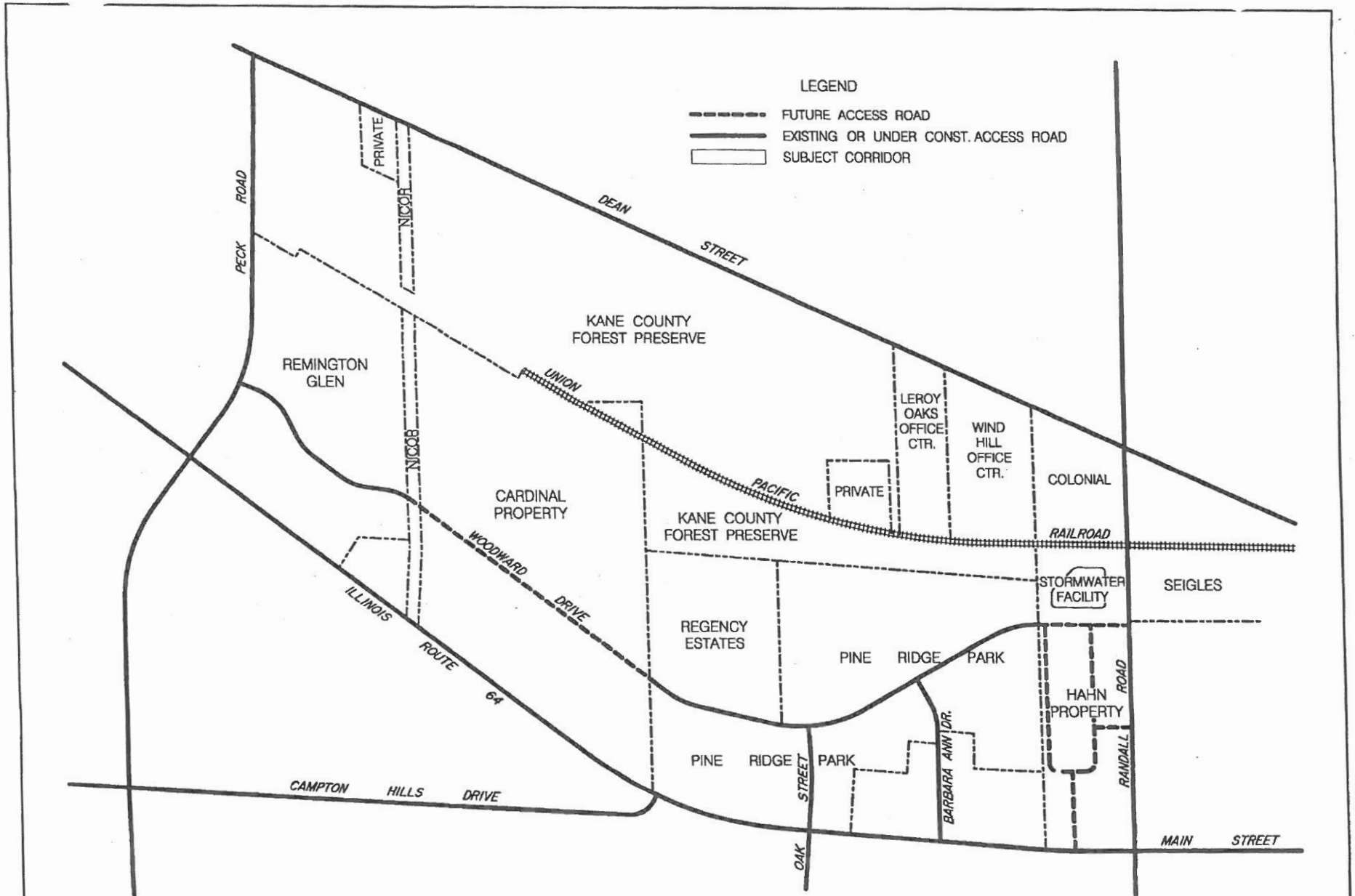
EXHIBIT A–2



RANDALL ROAD IGA
FUTURE CONDITIONS

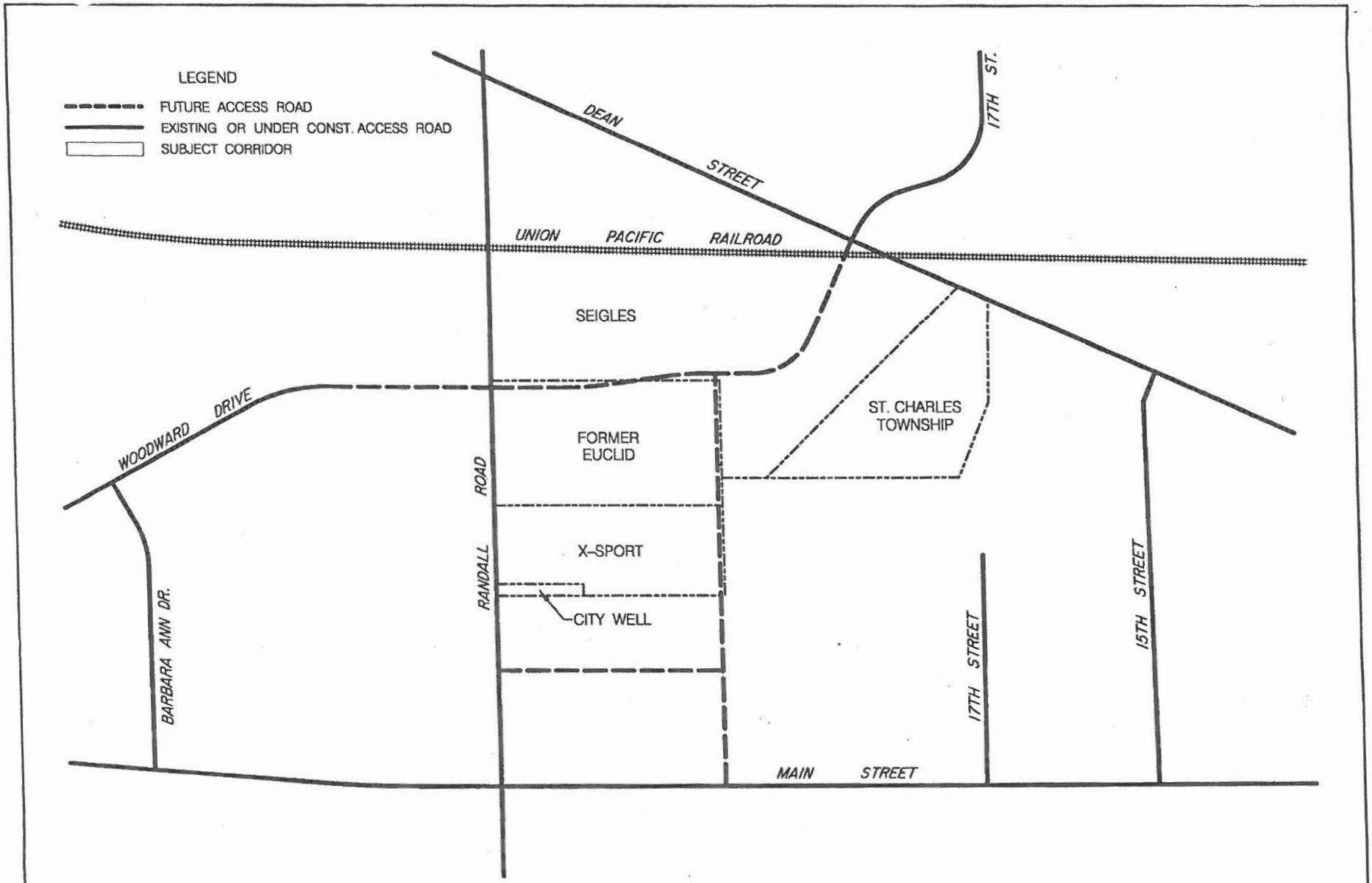
Scale: 1"=300'
Date: September 22, 2006
Aerial: Spring 2004
File: Randall-IGA-5.dgn

EXHIBIT A-3



RANDALL ROAD IGA – INTERNAL CIRCULATION
WEST SIDE
EXHIBIT "B-1"

Scale: 1"=700'
Date: September 22, 2006
File: Randall-IGA-7.dgn



RANDALL ROAD IGA – INTERNAL CIRCULATION
EAST SIDE
EXHIBIT "B-2"

Scale: 1"=400'
Date: September 22, 2006
File: Randall-IGA-B.dgn

EXHIBIT "C"

DEFINITIONS

Access, *n.*: The right of an owner of property immediately adjacent to a highway to ingress to and egress from said property by way of the immediately adjoining highway.

Access Point *n.*: The permitted location along a highway where ingress to and egress from a property immediately adjoining the highway is allowed. The location of an access point is governed by the Kane County Division of Transportation, Permit Regulations (hereinafter "KDOT-PR") unless otherwise agreed to in writing by the County of Kane.

Access Regulation *n.*: Various measures utilized by the County of Kane, intended to regulate or control access, including, but not necessarily limited to control, restriction or elimination of an Intersection at an Access Point pursuant to the police power or by other appropriate means of the County of Kane. (See also: KDOT-PR).

Access Road, *n.*: See also Internal Access Road. A highway or private road that directly connects to an Access Point. That portion of a highway that connects to an Access Point is sometimes referred to as a leg of an Intersection.

Auxiliary Lanes, *n.*: Lanes, other than through lanes, of the traveled portion of a highway such as dedicated left turn lanes, right hand turn lanes or deceleration lanes.

County Highway, *n.*: a highway under the exclusive jurisdiction of the County of Kane. "County Highway" may include a highway under the exclusive jurisdiction of the County of Kane for which maintenance or other responsibilities are performed by another unit of government pursuant to an intergovernmental agreement with the County of Kane.

County Engineer, n: the Kane County Engineer.

Cross Access Easement, *n.*: An easement, granted by the owners of property adjacent to a highway, to the public for highway purposes. Cross access easements are intended to serve as locations for internal access roads or access roads to connect properties adjacent to the highway to an access point.

Detention, *n.*: A dry bottom earthen depression in the ground utilized for the temporary storage and controlled discharge of storm water.

Development, n.: any change or conversion in any use of real property that causes or otherwise requires, due to any increase in the amount of vehicular traffic either entering and/or leaving the real property, the laying out, provision of construction of any new means or the enlarging or extending any existing means of ingress and egress at a new or existing Access Point to or from a County Highway. Development includes "re-development" and the improvement of vacant land.

Highway, *n.*: A general term for denoting a public way for purposes of the travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor. "Highway" includes a City of St. Charles street or a township road.

Internal Access Road, *n.*: A highway servient to and which runs generally parallel with a dominant County highway and is sometimes referred to as a "frontage road" or a" local service drive" as defined by the Illinois Highway Code (605 ILCS 5/8-105). An internal access road is intended to collect traffic generated from properties adjacent to the frontage road to convey the traffic to an Access Road and an Access Point on a County or other highway.

Intersection, *n.*: The area within the right of way of two different highways, access roads, internal access roads, private roads, alleys, driveways within which vehicles traveling on the traveled portion of each highway come into conflict with one another. The junction of a private alley or a private driveway with a highway may for purposes of this Agreement constitute an intersection. Intersection includes:

A. **Full Intersection,** *n.*: An Intersection of two highways that has four intersecting legs which allows traffic certain traffic movements to and from each leg of the intersection to any other leg of the intersection.

B. **Right In/Right Out Only,** *n.* : A "T" Intersection where the movement of traffic is limited to the following movements only: (i) through movements on the horizontal legs of the "T" , (ii) a right hand turning movement only from the left horizontal leg of the "T" to the vertical leg of the "T" and, (iii) a right hand turning movement only from the vertical leg of the "T" to the right hand leg of the "T". No left hand turns are permitted on a right in/right out only intersection.

C. **Right In Only,** n.: An intersection where the movement of traffic on a County Highway is limited to only a right hand turning movement from the County Highway into property adjacent to a County Highway.

D. **Right Out Only,** n.:

E. **Signalized Intersection,** *n.*: An intersection that utilizes signalization, such as a Signalized Full Intersection or a Signalized "T" Intersection.

F. **"T" Intersection,** *n.*: An intersection of two highways or the intersection of a highway and an access road, internal access road, private drive or alley that has only three intersecting legs which allows traffic movements to and from each leg of the intersection to any other leg of the intersection. As its name implies this intersection appears as various forms of the letter "T".

Intersection Lighting, *n.*: Overhead electric lighting at an Intersection intended to illuminate the pavement surface of the Intersection as may be required by the County Engineer of Kane County or the KDOT-TPR.

KDOT-PR, *n.*: The Kane County Division of Transportation, Permit Regulations as amended from time to time and duly authorized by the Kane County Board.

MUTCD, *n.*: The most recent addition of the Manual of Uniform Traffic Control Devices.

Owner(s)/developer(s). n., An owner or any other person or entity having any interest in real estate.

Planning Jurisdiction, *n.*: The area described in the Illinois Compiled Statutes by 65 ILCS 5/11-12-5 through 65 ILCS 5-11-12-6 of the Municipal Code over which the City of St. Charles has planning authority.

Private Road, *n.*: A way for the purpose of travel of vehicular traffic including the entire area within the right of way thereof and any associated appurtenance therefor that is not intended for use by the general public, or alternatively, not under the jurisdiction of a unit of government.

Property Adjacent to Randall Road, *n.*: Real estate that is contiguous to the right of way of Randall Road and/or any other real estate that desires ingress to and egress from Randall Road.

Retention, *n.*: A wet bottom earthen depression in the ground utilized for the temporary and or permanent storage and controlled discharge of storm water.

Roadway Lighting, *n.*: Overhead electric lighting adjacent to a highway intended to illuminate the pavement surface and surrounding area as may be required by the County Engineer of Kane County.

Signalization, *n.*: Electronic traffic control devices also referred to as: traffic lights, traffic control devices, stop and go lights or traffic control signals, intended for the regulation of vehicular and pedestrian traffic at an Intersection where such devices on different legs of the same intersection alternately direct traffic to stop and to proceed. Signalization is designed, constructed operated and maintained to the satisfaction of the County Engineer of Kane County.

Signal Interconnect System, *n.:* An electronic system designed and intended to electronically connect signalization at various Intersections into a continuous series for the intended purpose of coordinating the movement of traffic through the various signalized intersections. Signal interconnect systems are designed, constructed, operated and maintained to the satisfaction of the County Engineer of Kane County.

Throat, *n.*: The area of a highway, access road, internal access road, leg of an Intersection, private road, alley or driveway where the Intersection with any of the same is not permitted.

AMENDMENT NO. 1
INTERGOVERNMENTAL AGREEMENT
BETWEEN THE CITY OF ST. CHARLES AND THE COUNTY OF KANE
REGARDING ACCESS AND IMPROVEMENTS TO RANDALL ROAD
FROM IL64 TO DEAN STREET

This Amendment No. 1 to the Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL 64 to Dean Street, (hereinafter referred to as "AMENDMENT NO. 1"), is made and entered into as of this 7th day of May, 2018 by and between the City of St. Charles, a municipal corporation of the State of Illinois, hereinafter referred to as "CITY", and the County of Kane, a body corporate and politic of the State of Illinois, hereinafter referred to as "COUNTY." The COUNTY and the CITY are sometimes collectively referred to as the "PARTIES" and each individually as a "PARTY".

WITNESSETH

WHEREAS, the CITY and COUNTY entered into an Agreement executed by the PARTIES on December 1, 2006 titled: Intergovernmental Agreement Between the City of St. Charles and the County of Kane Regarding Access and Improvements to Randall Road from IL64 to Dean Street, (hereinafter referred to as "the AGREEMENT"); and

WHEREAS, at the request of the CITY, the CITY and COUNTY desire to amend various provisions of the AGREEMENT to modify the payment schedule for funds owed by the CITY to the COUNTY in relation to the improvement of Randall Road.

NOW, THEREFORE, in consideration of the mutual covenants contain herein, and for other good and valuable consideration the sufficiency of which is agreed to by the PARTIES hereto, both the COUNTY and the CITY mutually covenant, agree and bind themselves as follows, to wit:

1. Section 5 of the AGREEMENT is hereby amended in its entirety and shall read as follows:

   5. The Randall Road Project includes improvements that benefit both the CITY and COUNTY. The CITY agrees to contribute $1,470,000 toward that part of the Randall Road Project within the Subject Corridor. The CITY's contribution is in consideration of the expenses incurred by the COUNTY for the planning and constructing the Randall Road Project, including improvements that will facilitate access to existing and future development within the Subject Corridor contiguous to Randall Road. The City shall pay the County; (i) $490,000.00 within one (1) year of the issuance of the permit for the construction of an intersection at Access Point E, (ii) $490,000.00 within one (1) year after the opening to the public of the Intersection at Access Point E and (iii) $490,000.00 within three (3) years of the opening of the Intersection at Access Point E to the public. Notwithstanding any term of years otherwise provided

in Section 20 hereof, the CITY's obligations pursuant to the provisions of this Section 5 shall survive the term of this Agreement.

2. Section 18 of the AGREEMENT is hereby amended in its entirety and shall read as follows:

18. This Agreement shall be in full force and effect for a period of 20 years from after the date of this AMENDMENT NO. 1. Notwithstanding the foregoing, and assuming that the COUNTY has received complete and correct applications for permit approvals for the Access Points C (relocated) and E, as described in Paragraph 3 hereof, and assuming that the County Engineer has approved said complete and correct applications, should the COUNTY fail to issue such permits within the first forty eight (48) months after the approval of the permit applications, the CITY shall have the unconditional right to terminate this Agreement.

Except as expressly provided in this AMENDMENT NO. 1, all other terms, conditions and provisions of the AGREEMENT shall continue in full force and effect as provided therein.

IN WITNESS WHEREOF, the CITY and COUNTY have entered into this AMENDMENT NO. 1 effective as of the date first set forth above.

COUNTY OF KANE

By: _____
Chris Lauzen
Chair, County Board
Kane County, Illinois

CITY OF ST. CHARLES

By: _____
Raymond P. Rogina
Mayor, City of St. Charles

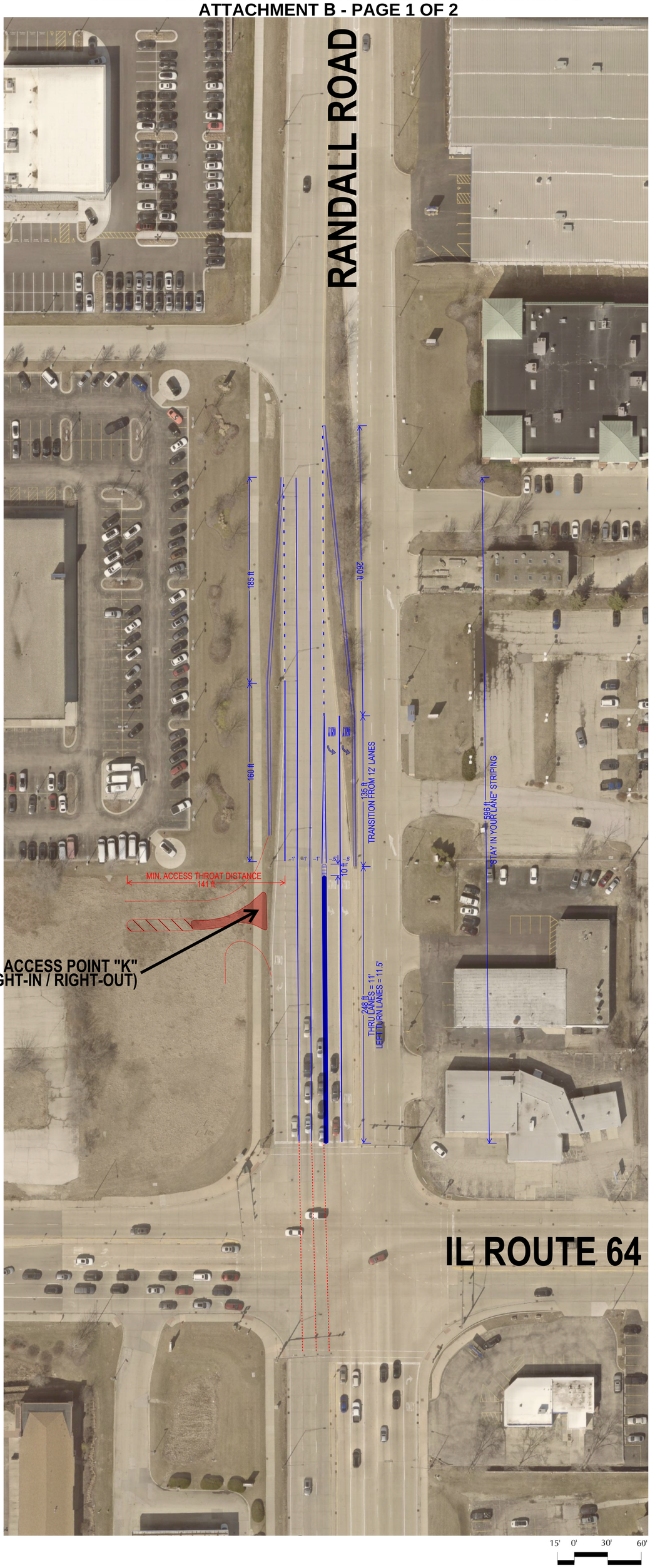
ATTEST:

By: _____
John A. Cunningham
Clerk, County of Kane

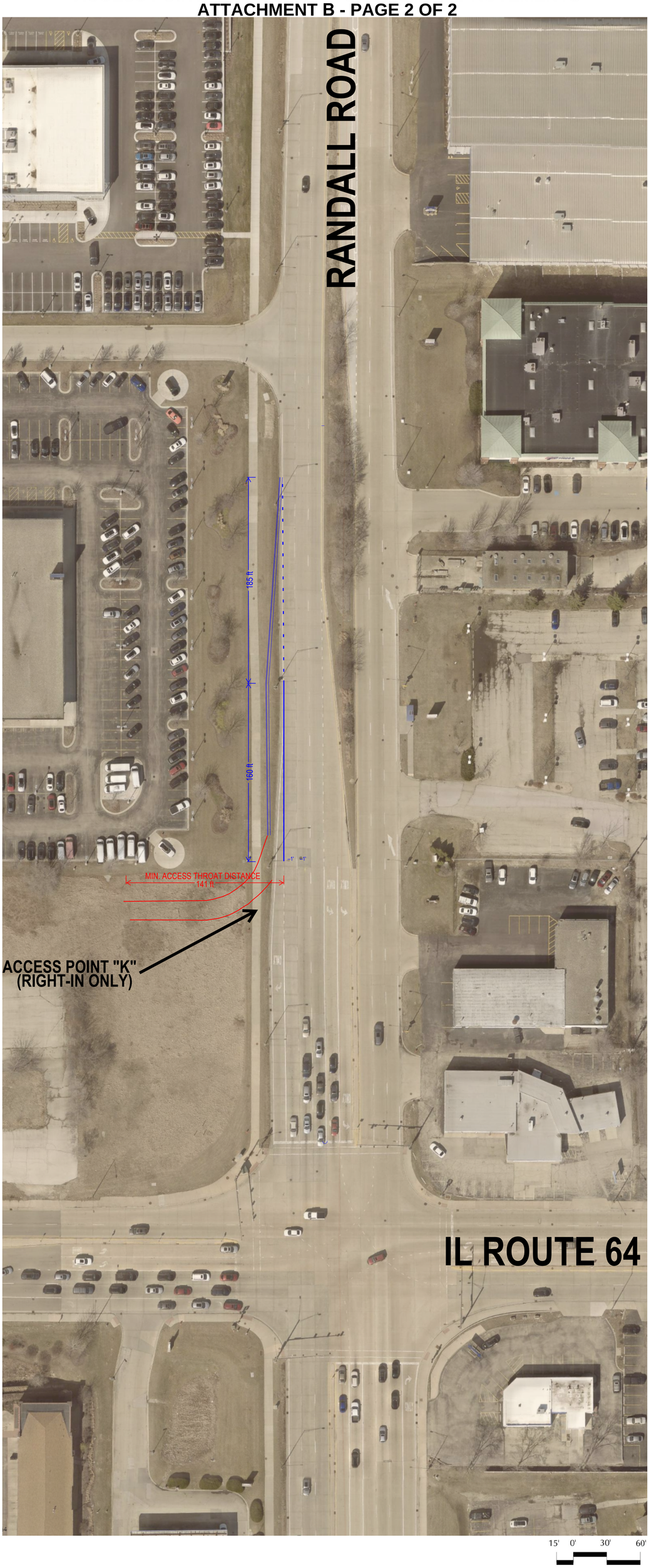
ATTEST:

By: _____
City Clerk

ACCESS POINT "K" -- CONCEPTUAL ROAD IMPROVEMENTS
ATTACHMENT B - PAGE 1 OF 2



ACCESS POINT "K" -- CONCEPTUAL ROAD IMPROVEMENTS
ATTACHMENT B - PAGE 2 OF 2



STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-483

APPROVING THE KANE COUNTY 5-YEAR FY2025-2029 TRANSPORTATION IMPROVEMENT PROGRAM (TIP)

WHEREAS, the Illinois Highway Code (605 ILCS 5/5-301) requires the County Engineer of Kane County to annually update the County's 20-year long-range transportation plan with an updated list of anticipated projects within the next 5 years, which updated list of anticipated projects is referred to as the 5-Year FY2025-2029 Transportation Improvement Program (TIP); and

WHEREAS, pursuant to Kane County Resolution No. 21-255, the Kane County Board adopted the 2050 Kane County Long Range Transportation Plan, which is a comprehensive plan that identifies major multi-modal transportation projects that respond to existing transportation deficiencies and projected development trends, provides guidance for transportation decisions and cooperative planning, increases system efficiency and personal mobility, and identifies financial resources to implement transportation projects; and

WHEREAS, proper management of the Kane County transportation system requires multi-year planning to address the demand for new and improved transportation facilities and to properly address the safety and maintenance of existing transportation infrastructure; and

WHEREAS, the FY2025-2029 Transportation Improvement Program is a working document that provides a list of the major transportation improvements anticipated within the next 5 years and also serves as the annual update of the 2050 Kane County Long Range Transportation Plan.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the attached FY2025-2029 Transportation Improvement Program is hereby approved and shall serve as the yearly update to the adopted 2050 Kane County Long Range Transportation Plan.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the Kane County 5-Year FY2025-2029 Transportation Improvement Program (TIP)

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Pursuant to State Statute 605 ILCS 5/5-301, the County is required to consider on an annual basis a Five-Year Transportation Improvement Program. As part of the County's long-range planning efforts, the County considers a listing of anticipated improvements and estimated costs within the next five years. This Five-Year financial plan is referred to as Kane County's Five-Year Transportation Improvement Program (TIP).

The initial list of projects for FY2025-2029 was presented to the Transportation Committee on March 18th for review and comment. The list of over 150 projects are at various stages of planning, design, land acquisition, construction and final invoicing. The TIP also reflects the previous direction of the County Board by utilizing the adopted FY2025 Transportation Budget and the currently approved Kane County FY2024-2028 TIP. No new projects have been added to the list due to funding constraints.

The final TIP document for approval is included in the agenda materials. Current project estimates of the County's cost share for the 5-Year FY2025-2029 TIP is about $539.6 Million with about $151.2M in the FY2029/Multi-Year in the planning and Phase I engineering stages and construction at 5-10 years out. Approximately 72% or $388M of the projects are current obligations or required due to safety, maintenance, agreements, and federal funding commitments. Here is a breakdown of project types:

Expansion Projects ~ 51.0% of program (Longmeadow, Randall Road intersections, etc.)
Modernization / Safety Projects ~ 13.9% of program (signals, turn lanes, etc.)
Multi-modal Projects ~ 4.2% of program (bicycle, pedestrian, Ride In Kane)
Preservation (Maintenance) Projects ~ 30.9% of program (bridges, pavements, etc.)

The FY2025-2029 TIP is a working document and will be updated throughout the year to address programming changes such as cost estimate changes and grant awards.
Staff recommends approval.

Kane County FY2025-2029 Transportation Improvement Program









KDOT
KANE COUNTY DIVISION OF TRANSPORTATION

Working Document - as of 4-9-2025

Corinne Pierog
Kane County Board Chair

Vern Tepe
Transportation Committee Chair

Michael Zakosek, P.E.
Director of Transportation
County Engineer

Kane County Division of Transportation
Transportation Improvement Program
DRAFT FY2025 to FY2029 (MYP) - 4-9-2025

Adopted FY2025 Budget - $112,048,975

				DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
REVENUES				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
	Line Item Name	**Description**	**Account #**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Revenue	Property Taxes	County Highway, Bridge, & Matching Levies	30000	5,388,729	5,388,729	5,388,729	5,388,729	5,388,729
Revenue	Regional Transportation Authority Sales Tax - RTA	Transportation Sales Tax	30105	20,158,087	20,561,249	20,972,474	21,391,923	21,819,762
Revenue	Motor Fuel Tax (MFT)	State Motor Fuel tax	30140	11,802,303	11,979,338	12,159,028	12,341,413	12,526,534
Revenue	Supplemental State Distribution (MFT)	Supplemental State Distribution	33895	1,632,282	1,632,282	1,632,282	1,632,282	1,632,282
Revenue	County Local Option Tax	County Fuel Local Option Tax (LOMFT)	30150	10,323,390	10,478,241	10,635,414	10,794,946	10,956,870
Revenue	TIF Distribution Tax	TIF Distribution Tax	30170	7,550	7,550	7,550	7,550	7,550
Revenue	Oversized / Overweight Moving Permits	Fees for issuing moving permits	31350	175,000	175,000	175,000	175,000	175,000
Revenue	Roadway Access Permits	Access Permit Fees	31370	150,000	150,000	150,000	150,000	150,000
Revenue	Engineering Fees	Services / Engineering Fees	34640	28,000	28,000	28,000	28,000	28,000
Revenue	Sale of Various Material Fees	Sale of various materials	34650	4,100	4,100	4,100	4,100	4,100
Revenue	Impact Fees	Impact fees (3 funds - North / Central / South)	34660	5,550,000	4,000,000	4,000,000	4,000,000	4,000,000
Revenue	Township Administration Fee	Fee for permit collections for townships	35340	7,500	7,500	7,500	7,500	7,500
Revenue	KDOT Planner Reimbursement	Reimbursements - CMAP	37140	340,724	340,724	340,724	340,724	340,724
Revenue	Cty Engineer Salary Reimbursemt	County Engineer Salary 50% reimbursed	37160	98,198	92,000	94,760	97,603	100,531
Revenue	KDOT Service Reimbursement - Federal	Reimbursements - Federal	37150	2,648,528	1,900,000	1,900,000	1,900,000	1,900,000
Revenue	KDOT Service Reimbursement - State	Reimbursements - State / DCEO	37151	12,500,000	-	-	-	-
Revenue	KDOT Service Reimbursement - Other	Reimbursements - TWP engineering fees, other	37152	1,067,000	1,037,000	1,037,000	1,037,000	1,037,000
Revenue	Miscellaneous Reimbursement	Traffic Signal Fees, Cell Tower Fee	37900	192,935	192,935	192,935	192,935	192,935
Revenue	Auction Sales	Proceeds from auction of vehicles & equipment	38530	10,875	10,875	10,875	10,875	10,875
Revenue	Investment Income	Interest	38000	5,551,000	4,068,000	3,568,000	2,000,000	-
			Total New Revenues Estimated	77,636,201	62,053,522	62,304,371	61,500,580	60,278,392
Revenue	Fund Balance Utilization (Cash-On-Hand)	Fund Utilization & Contractual Obligations	39900	151,019,099	96,280,665	49,716,655	22,816,003	(11,444,987)
			Total Revenues & Fund Utilization (Cash-On-Hand) Estimated	228,655,300	158,334,187	112,021,026	84,316,583	48,833,404

					DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
	Personnel				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Operations	Salaries and Wages		Admin & Maintenance Staff - Fund 300 & 302	40000	6,509,431	6,509,431	6,639,620	6,772,412	6,907,860
Operations	Overtime Salaries		Admin & Maintenance Staff - Fund 300 & 302	40200	420,000	430,500	441,263	452,294	463,601
Operations	Healthcare Contribution		Admin & Maintenance Staff - Fund 300 & 302	45000	731,522	749,810	768,555	787,769	807,463
Operations	Dental Contribution		Admin & Maintenance Staff - Fund 300 & 302	45010	18,998	19,473	19,960	20,459	20,970
Operations	FICA/SS Contribution		Admin & Maintenance Staff - Fund 300 & 302	45100	519,048	532,024	545,325	558,958	572,932
Operations	IMRF Contribution		Admin & Maintenance Staff - Fund 300 & 302	45200	378,388	387,848	397,544	407,482	417,670
Operations	Teamsters Contribution		Maintenance Staff (Teamsters) - Fund 302	45410	745,680	764,322	783,430	803,016	823,091
Operations	Workers Compensation		Admin & Maintenance Staff - Fund 300 & 302	53010	119,928	122,926	125,999	129,149	132,378
				Personnel Total	**9,442,995**	**9,516,334**	**9,721,695**	**9,931,540**	**10,145,966**
	Transportation Improvements Projects (TIP)				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Expansion	Bliss / Fabyan / Main	Completed	Phase 3 Engineering - Rebuild	302-50140 (ES)	307,905	-	-	-	-
Expansion	Bliss / Fabyan / Main	Completed	Road Construction - Rebuild Funds	302-73000 (RdCo)	2,324,108	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Phase 2 Engineering	305-50140 (ES)	11,774	-	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Phase 3 Engineering	559-50140 (ES)	436,334	907,823	339,487	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Road Construction	559-73000 (RdCo)	3,512,510	4,009,881	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Road Construction	305-73000 (RdCo)	2,310,679	1,689,321	-	-	-
Expansion	Bunker Road from Keslinger Road to LaFox Road	Underway	Right-of-Way - UP RR	305-50140 (ES)	18,000	-	-	-	-
Expansion	Dauberman Meredith Realignment	Underway	Feasibility Study / Phase 1 Engineering	305-50140 (ES)	200,000	96,059	-	-	6,500,000
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Phase 2 Engineering	305-50140 (ES)	3,820	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Phase 3 Engineering	305-50140 (ES)	48	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction	305-73000 (RdCo)	8,571,764	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction	302-73000 (RdCo)	3,000,000	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Road Construction	560-73000 (RdCo)	3,171,752	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Utilities	305-73000 (RdCo)	50,656	-	-	-	-
Expansion	Dauberman Road Extension – US 30 to Granart Road	Completed	Railroad	305-73000 (RdCo)	442,186	-	-	-	-
Expansion	French Road/Harmony Road Extension (Phase 1 Engineering Only)	-	Phase 1 Engineering	305-50140 (ES)	300,000	700,000	300,000	-	18,000,000

					DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 1 Engineering	302-50140 (ES)	-	-	-	-	800,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 2 Engineering	558-50140 (ES)	-	-	-	-	900,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Phase 3 Engineering	558-50140 (ES)	-	-	-	-	2,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Road Construction	302-73000 (RdCo)	-	-	-	-	20,000,000
Expansion	Huntley Road - Randall to Sleepy Hollow Road	-	Right-of-Way	558-74010 (ROW)	-	-	-	-	2,000,000
Expansion	Jericho Road at IL 47 - IDOT IL47 Project Kennedy to Cross St	Underway	Road Construction	305-73000 (RdCo)	73,700	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	302-73000 (RdCo)	1,694,379	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	302-73000 (RdCo)	750,969	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Road Construction	302-73000 (RdCo)	112,923	-	-	-	-
Expansion	Longmeadow Pkwy (B-2)-East of White Chapel to 31	Completed	Phase 3 Engineering	302-73000 (RdCo)	2,336	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	Phase 3 Engineering	305-50140 (ES)	338,030	-	-	-	-
Expansion	Longmeadow Pkwy (C-2) - Sandbloom to Route 25	Completed	Road Construction	302/558-73000 (RdCo)	1,326,424	-	-	-	-
Expansion	Longmeadow Pkwy (C-2a) - Soil Remediation	Completed	Road Construction	305-73000 (RdCo)	2,023,782	-	-	-	-
Expansion	Longmeadow Pkwy (C-2b) Final Roadway Improvement	Completed	Road Construction	558-73000 (RdCo)	292,140	-	-	-	-
Expansion	Longmeadow Pkwy (C-2b) Final Roadway Improvement	Completed	Road Construction	302-73000 (RdCo)	672,009	-	-	-	-
Expansion	Longmeadow Pkwy (C-3) - Route 25 Improvements	Completed	Phase 3 Engineering	305-50140 (ES)	17,484	-	-	-	-
Expansion	Longmeadow Pkwy (C-3) - Route 25 Improvements	Completed	Road Construction	305-73000 (RdCo)	521,184	-	-	-	-
Expansion	Longmeadow Pkwy (C-4)	Completed	Road Construction	305-73000 (RdCo)	358,772	-	-	-	-
Expansion	Longmeadow Pkwy (C-4) - Debt Collection - Duncan	Completed	Consulting Services - No Close-Out	305-50150 (Contr/Cons)	50,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-4) Toll Facility Back Office Services (ETC)	Completed	Phase 2 Engineering - Est. $56K	305-50140 (ES)	75,000	-	-	-	-
Expansion	Longmeadow Pkwy (C-4) - Stantec	Completed	Phase 2 Engineering - Est. $215K	305-50140 (ES)	213,643	-	-	-	-
Expansion	Longmeadow Pkwy (C-4) - Toll Collection Services (A-to-Be)	Completed	Phase 2 Engineering - Est. $367K / $90K	305-50140 (ES)	56,864	-	-	-	-
Expansion	Longmeadow Pkwy (C-4) E-ZPass Membership	Completed	Consulting Services - $0	305-50150 (Contr/Cons)	3,750	-	-	-	-
Expansion	Longmeadow Pkwy (C-5) Tree Mitigation Grow Contract	Underway	Road Construction	305-73000 (RdCo)	1,100,000	1,100,000	-	-	-
Expansion	Longmeadow Pkwy (D) - IL 25 to IL 62	Completed	Road Construction	302-73000 (RdCo)	1,889,131	-	-	-	-
Expansion	Longmeadow Pkwy - Reimbursement to FPDKC	Completed	Road Construction	305-73000 (RdCo)	125,000	-	-	-	-
Expansion	Randall Road at Highland Intersection (Phase 1 Engineering Only)	Underway	Phase 1 Engineering	305-50140 (ES)	500,000	517,574	-	-	22,000,000
Expansion	Randall Road and Route 20 (Phase 1 Engineering Only)	Underway	Phase 1 Engineering	302-50140 (ES)	2,000,000	1,816,578	-	-	50,000,000
Expansion	Randall Road at Big Timber	Underway	Phase 2 Engineering	302-50140 (ES)	285,540	-	-	-	-
Expansion	Randall Road at Big Timber	Underway	Right-of-Way	305-74010 (ROW)	500,000	386,000	-	-	-
Expansion	Randall Road at Big Timber	Required	Phase 3 Engineering	302-50140 (ES)	-	400,000	690,603	-	-
Expansion	Randall Road at Big Timber	Required	Road Construction - $10.9M	302-73000 (RdCo)	-	-	3,254,374	2,500,000	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Completed	Phase 1 Engineering	302-50140 (ES)	13,149	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Underway	Phase 2 Engineering	302-50140 (ES)	2,739,520	1,000,000	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Phase 3 Engineering	302-50140 (ES)	-	2,600,000	2,600,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Road Construction	302-73000 (RdCo)	-	13,000,000	13,000,000	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Road Construction - ComEd Relocation	305-73000 (RdCo)	100,000	-	-	-	-
Expansion	Randall Road at Hopps Intersection & CNRR Grade Separation	Required	Right-of-Way	302-74010 (ROW)	1,100,000	3,630,525	-	-	-
Expansion	Randall Road at I90 Interchange Improvement	Underway	Phase 1 Engineering	305-50140 (ES)	965,318	-	-	-	-
Expansion	Randall Road at I90 Interchange Improvement	Required	Phase 2 Engineering	302-50140 (ES)	3,000,000	500,000	500,000	-	-
Expansion	Randall Road at I90 Interchange Improvement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	-	3,000,000	-
Expansion	Randall Road at I90 Interchange Improvement	Required	Road Construction	305-73000 (RdCo)	-	-	-	30,000,000	-
Expansion	Randall Road at I90 Interchange Improvement	Required	Right-of-Way	305-73000 (RdCo)	-	250,000	250,000	-	-
Expansion	Randall Road at IL 72	Underway	Phase 2 Engineering	302-50140 (ES)	139,856	-	-	-	-
Expansion	Randall Road at IL 72	Required	Right-of-Way	558-74010 (ROW)	500,000	-	-	-	-
Expansion	Randall Road at IL 72	Required	Phase 3 Engineering	558-50140 (ES)	450,000	500,000	-	-	-
Expansion	Randall Road at IL 72	Required	Road Construction - Trees	305-73000 (RdCo)	83,092	-	-	-	-
Expansion	Randall Road at IL 72	Required	Road Construction - $9.5M	305-73000 (RdCo)	-	2,000,000	-	-	-
Expansion	Randall Road at Keslinger Road (Phase 1 Engineering Only)	-	Phase 1 Engineering	305-50140 (ES)	800,000	-	-	-	5,800,000
Expansion	Randall Road at Prairie Street (Phase 1 Engineering Only)	-	Phase 1 Engineering	305-50140 (ES)	500,000	-	-	-	5,500,000
Modernization / Safety	Bowes, Corron, and Nesler Roads (Phase 1 Engineering Only)	-	Phase 1 Engineering	559-50140 (ES)	274,000	1,226,000	-	-	-
Modernization / Safety	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 1 Engineering	302-50140 (ES)	226,000	74,000	-	-	-
Modernization / Safety	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 2 Engineering	302-50140 (ES)	-	-	248,000	-	-
Modernization / Safety	Burlington Road at Silver Glen Road Safety Improvements	Required	Right-of-Way	302-74010 (ROW)	-	-	200,000	-	-
Modernization / Safety	Burlington Road at Silver Glen Road Safety Improvements	Required	Phase 3 Engineering	302-50140 (ES)	-	-	-	226,000	-
Modernization / Safety	Burlington Road at Silver Glen Road Safety Improvements	Required	Road Construction	302-73000 (RdCo)	-	-	-	2,000,000	-
Modernization / Safety	Fabyan Parkway at Kirk Road	Completed	Road Construction	560-73000 (RdCo)	810,280	-	-	-	-
Modernization / Safety	Fabyan Parkway at IL 31 (Safety Project)	Completed	Road Construction	305-73000 (RdCo)	83,929	-	-	-	-
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	Underway	Phase 1 Engineering	305-50140 (ES)	98,109	-	-	-	-
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	Underway	Phase 1 Engineering	305-50140 (ES)	1,564,382	-	-	-	-
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	-	Phase 2 Engineering	302-50140 (ES)	500,000	800,000	-	-	-
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	-	Phase 3 Engineering	302-50140 (ES)	-	-	-	750,000	1,000,000
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	-	Road Construction	302-73000 (RdCo)	-	-	-	7,500,000	10,000,000
Modernization / Safety	Fabyan Parkway at Route 31 Safety Improvements	-	Right-of-Way	302-74010 (ROW)	-	-	200,000	300,000	-

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EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Modernization / Safety	Fabyan Parkway at Settler's Hill Kingsland Dr	Underway	Phase 1 & 2 Engineering	305-50140 (ES)	441,548	-	-	-	-
Modernization / Safety	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Phase 3 Engineering	305-50140 (ES)	-	100,000	-	-	-
Modernization / Safety	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Road Construction	305-73000 (RdCo)	-	850,000	-	-	-
Modernization / Safety	Fabyan Parkway at Settler's Hill Kingsland Dr	Required	Right-of-Way	305-74010 (ROW)	150,000	-	-	-	-
Modernization / Safety	Fabyan Parkway at Wenmoth Road	Underway	Phase 1/2 Engineering	300-50140 (ES)	41,984	-	-	-	-
Modernization / Safety	Fabyan Parkway at Wenmoth Road	Underway	Phase 2 Engineering	560-50140 (ES)	38,957	-	-	-	-
Modernization / Safety	Fabyan Parkway at Wenmoth Road	Required	Phase 3 Engineering	560-50140 (ES)	-	125,000	-		-
Modernization / Safety	Fabyan Parkway at Wenmoth Road	Required	Road Construction	560-73000 (RdCo)	-	1,250,000	-	-	-
Modernization / Safety	Fabyan Parkway at Wenmoth Road	Required	Right-of-Way	560-74010 (ROW)	50,000	-	-	-	-
Modernization / Safety	Galligan Road - Freeman Road to Binnie Road	Underway	Phase 1 Engineering	305-50140 (ES)	81,013	-	-	-	-
Modernization / Safety	Galligan Road - Freeman Road to Binnie Road	Required	Phase 2 Engineering	558-50140 (ES)	350,000	250,000	-	-	-
Modernization / Safety	Galligan Road - Freeman Road to Binnie Road	Required	Phase 3 Engineering	558-50140 (ES)	-	300,000	300,000	-	-
Modernization / Safety	Galligan Road - Freeman Road to Binnie Road	Required	Road Construction	558-73000 (RdCo)	-	4,000,000	3,500,000	-	-
Modernization / Safety	Galligan Road - Freeman Road to Binnie Road	Required	Right-of-Way	305-74010 (ROW)	750,000	-	-	-	-
Modernization / Safety	Intersection Safety/Operational Projects - New Starts	-	Phase 1 Engineering	305-50140 (ES)	-	200,000	200,000	200,000	200,000
Modernization / Safety	Kirk Road - IL56 to Cherry Lane	Completed	Road Construction	305-73000 (RdCo)	100,738	-	-	-	-
Modernization / Safety	Main Street Road at Wenmoth Road	Underway	Phase 2 Engineering	560-50140 (ES)	29,834	-	-	-	-
Modernization / Safety	Main Street Road at Wenmoth Road	Underway	Phase 2 Engineering	300-50140 (ES)	44,713	-	-	-	-
Modernization / Safety	Main Street Road at Wenmoth Road	Required	Phase 3 Engineering	560-50140 (ES)	-	75,000	-	-	-
Modernization / Safety	Main Street Road at Wenmoth Road	Required	Road Construction	560-73000 (RdCo)	-	750,000	-	-	-
Modernization / Safety	Main Street Road at Wenmoth Road	Required	Right-of-Way	560-74010 (ROW)	25,000	-	-	-	-
Modernization / Safety	Montgomery Road at Howell Pl	Underway	Phase 1 & 2 Engineering	305-50140 (ES)	400,000	171,087	-	-	-
Modernization / Safety	Montgomery Road at Howell Pl	Required	Phase 3 Engineering	560-50140 (ES)	-	-	-	290,000	-
Modernization / Safety	Montgomery Road at Howell Pl	Required	Road Construction	560-73000 (RdCo)	-	-	-	2,900,000	-
Modernization / Safety	Montgomery Road at Howell Pl	Required	Right-of-Way	560-74010 (RdCo)	-	100,000	-	-	-
Modernization / Safety	Orchard Road - Jericho to US30 HSIP	Completed	Road Construction	305-73000 (RdCo)	17,451	-	-	-	-
Modernization / Safety	Orchard Road at US30 Intersection Improvements	Completed	Road Construction	302-73000 (RdCo)	1,193,147	-	-	-	-
Modernization / Safety	Plank Road - County Line Rd to Engel Road HSIP	Underway	Phase 2 Engineering	305-50140 (ES)	400,759	-	-	-	-
Modernization / Safety	Plank Road - County Line Rd to Engel Road HSIP	Required	Phase 3 Engineering	305-50140 (ES)	-	-	140,000	-	-
Modernization / Safety	Plank Road - County Line Rd to Engel Road HSIP	Required	Road Construction	305-73000 (RdCo)	-	-	669,662	-	-
Modernization / Safety	Plank Road - County Line Rd to Engel Road HSIP	Required	Right-of-Way	305-74010 (ROW)	-	100,000	-	-	-
Modernization / Safety	Plank Road - Engel to Waughon HSIP	Underway	Phase 2 Engineering	302-50140 (ES)	7,534	-	-	-	-
Modernization / Safety	Plank Road - Engel to Waughon HSIP	Underway	Phase 3 Engineering	302-50140 (ES)	28,575	-	-	-	-
Modernization / Safety	Plank Road - Engel to Waughon HSIP	Underway	Road Construction	302-73000 (RdCo)	218,427	-	-	-	-
Modernization / Safety	Plank Road - Romke to Brier Hill Road HSIP	Underway	Phase 2 Engineering	305-50140 (ES)	424,953	-	-	-	-
Modernization / Safety	Plank Road - Romke to Brier Hill Road HSIP	Required	Phase 3 Engineering	302-50140 (ES)	-	383,000	-	-	-
Modernization / Safety	Plank Road - Romke to Brier Hill Road HSIP	Required	Road Construction	302-73000 (RdCo)	-	2,271,786	-	-	-
Modernization / Safety	Plank Road - Romke to Brier Hill Road HSIP	Required	Right-of-Way	305-74010 (ROW)	100,000	-	-	-	-
Modernization / Safety	Randall Road at Weld US20 Ramp	Completed	Road Construction	305-73000 (RdCo)	844,576	-	-	-	-
Modernization / Safety	Randall Road at Huntley Road	-	Phase 1 Engineering	302-50140 (ES)	-	700,000	-	-	-
Modernization / Safety	Randall Road at Huntley Road	-	Phase 2 Engineering	302-50140 (ES)	-	-	-	-	700,000
Modernization / Safety	Randall Road at Huntley Road	-	Right-of-Way	302-74010 (ROW)	-	-	-	-	500,000
Modernization / Safety	Randall Road at Huntley Road	-	Phase 3 Engineering	302-50140 (ES)	-	-	-	-	500,000
Modernization / Safety	Randall Road at Huntley Road	-	Road Construction	302-73000 (RdCo)	-	-	-	-	5,000,000
Modernization / Safety	Randall Road from Huntley Road to Big Timber Rd	Completed	Road Construction	305-73000 (RdCo)	805,821	-	-	-	-
Modernization / Safety	Recessed Reflective Pavement Marker HSIP	Underway	Phase 2 Engineering	305-50140 (ES)	12,195	-	-	-	-
Modernization / Safety	Recessed Reflective Pavement Marker HSIP	Required	Phase 3 Engineering	305-50140 (ES)	65,000	-	-	-	-
Modernization / Safety	Recessed Reflective Pavement Marker HSIP	Required	Road Construction	305-73000 (RdCo)	65,476	-	-	-	-
Modernization / Safety	Rural Curve Improvement HSIP	Required	Phase 1 Engineering	302-50140 (ES)	79,562	-	-	-	-
Modernization / Safety	Rural Curve Improvement HSIP	Required	Phase 2 Engineering	302-50140 (ES)	-	79,562	-	-	-
Modernization / Safety	Rural Curve Improvement HSIP	Required	Phase 3 Engineering	302-50140 (ES)	-	-	100,000	-	-
Modernization / Safety	Rural Curve Improvement HSIP	Required	Road Construction	302-73000 (RdCo)	-	-	100,000	-	-
Modernization / Safety	Signal System Communication Redundancy	Underway	Phase 2 Engineering	305-50140 (ES)	130,000	130,000	-	-	-
Modernization / Safety	Signal System Communication Redundancy	Underway	Road Construction	305-73000 (RdCo)	1,400,000	1,400,000	-	-	-
Modernization / Safety	Stearns 5A at Randall	Completed	Road Construction	305-73000 (RdCo)	340,904	-	-	-	-
Modernization / Safety	Stearns 5A at Randall	Completed	Phase 3 Engineering	305-50140 (ES)	1,884	-	-	-	-
Modernization / Safety	Sugar Grove - Bliss at IL47 Intersection	Completed	Road Construction	305-50140 (ES)	63,182	-	-	-	-
Modernization / Safety	Tyrrell Road - Raymond Drive to Mason Road	Underway	Phase 1 Engineering	305-50140 (ES)	453,041	-	-	-	-
Modernization / Safety	Tyrrell Road - Raymond Drive to Mason Road	-	Phase 2 Engineering	305-50140 (ES)	-	-	200,000	200,000	200,000
Modernization / Safety	Tyrrell Road - Raymond Drive to Mason Road	-	Right-of-Way	305-74010 (ROW)	-	-	100,000	-	-
Modernization / Safety	Tyrrell Road - Raymond Drive to Mason Road	-	Phase 3 Engineering	305-50140 (ES)	-	-	-	-	800,000
Modernization / Safety	Tyrrell Road - Raymond Drive to Mason Road	-	Road Construction	305-73000 (RdCo)	-	-	-	-	8,000,000

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EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	Phase 1 & 2 Engineering	305-50140 (ES)	-	-	-	-	300,000
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	Phase 3 Engineering	305-50140 (ES)	-	-	-	-	153,000
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	Road Construction	305-73000 (RdCo)	-	-	-	-	1,530,000
Multi-Modal Active Trans	Burlington Road Bicycle Accommodation	-	Right-of-Way	305-74010 (ROW)	-	-	-	-	50,000
Multi-Modal Active Trans	Montgomery Rd Virgil Gilman HSIP	Completed	Road Construction	302-73000 (RdCo)	24,327	-	-	-	-
Multi-Modal Active Trans	Montgomery Rd Virgil Gilman HSIP	Completed	Phase 2 Engineering	302-73000 (RdCo)	21,927	-	-	-	-
Multi-Modal Active Trans	Pedestrian Federally Required ADA Improvements	Required	Engineering	305-50140 (ES)	50,000	50,000	50,000	50,000	50,000
Multi-Modal Active Trans	Pedestrian Federally Required ADA Improvements	Required	Road Construction	305-73000 (RdCo)	250,000	250,000	250,000	250,000	250,000
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study - Safety	Underway	Phase 1 Engineering	305-50140 (ES)	372,617	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study - Safety	Underway	Phase 2 Engineering	305-50140 (ES)	400,000	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study - Safety	Underway	Right-of-Way	305-50140 (ES)	250,000	-	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study - Safety	Underway	Phase 3 Engineering	305-50140 (ES)	-	150,000	-	-	-
Multi-Modal Active Trans	Randall Road Multi-Modal Corridor Study - Safety	Underway	Road Construction	305-73000 (RdCo)	-	1,500,000	-	-	-
Multi-Modal Active Trans	Ride in Kane	Underway	Ride In Kane ParaTransit Services	305-55010 (ExGr)	3,180,000	3,200,000	3,300,000	3,400,000	3,500,000
Preservation	Allen Rd at Glen Oak Drive Culvert Maintenance	Underway	Bridge Maintenance	304-52040 (R&M-Br)	208,745	-	-	-	-
Preservation	Allen Rd Over Hampshire Creek Maintenance	Required	Bridge Maintenance	304-73000	65,000	-	-	-	-
Preservation	Allen Rd Over Hampshire Creek Maintenance	Required	Right-of-Way	304-74010 (ROW)	10,000	-	-	-	-
Preservation	Asset Management Plan	Required	Engineering Services	304-50140 (ES)	471,019	-	-	-	-
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Big Timber Road over Tyler and Pingree Creeks (045-3323) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-
Preservation	Big Timber Road over Tyler Creek Maintenance (045-3157)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	40,000	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Bliss Road over Blackberry Creek Maintenance	Required	Bridge Construction	305-73010 (BrCo)	-	25,000	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	Phase 1 Engineering	302-50140 (ES)	500,000	-	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	Phase 2 Engineering	305-50140 (ES)	-	500,000	-	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	Phase 3 Engineering	305-50140 (ES)	-	-	500,000	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	Bridge Construction	305-73010 (BrCo)	-	-	5,000,000	-	-
Preservation	Bliss Road over I88 (045-9959) Deck Replacement	Required	Right-of-Way	305-74010 (ROW)	-	100,000	-	-	-
Preservation	Bliss Road over Lake Run	Completed	Road Construction	305-73000 (RdCo)	144,240	-	-	-	-
Preservation	Bliss Road over Lake Run	Completed	Road Construction - monitoring	305-50140 (ES)	60,349	-	-	-	-
Preservation	Bridge Monitoring	Required	Engineering Services	304-50140 (ES)	50,000	50,000	50,000	50,000	50,000
Preservation	Bridge Preservation	Required	Bridge Maintenance	304-52040 (R&M-Br)	100,000	100,000	100,000	100,000	100,000
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	50,000	-	-	-	-
Preservation	Burlington Northern over Orchard Road (045-3152) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	200,000	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	Phase 2 Engineering	304-50140 (ES)	200,000	-	-	-	-
Preservation	Burlington Road over Tributary to Ferson Creek - Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	750,000	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Phase 2 Engineering	305-50140 (ES)	500,000	-	-	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Phase 3 Engineering	305-50140 (ES)	-	-	500,000	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Bridge Construction	305-73010 (BrCo)	-	-	5,000,000	-	-
Preservation	County Line Road over I-88 (045-9953)	Required	Right-of-Way	305-74010 (ROW)	-	50,000	-	-	-
Preservation	Culvert Lining	Required	Phase 2 Engineering	304-50140 (ES)	50,000	50,000	50,000	50,000	50,000
Preservation	Culvert Lining	Required	Bridge Maintenance	304-52040 (R&M-Br)	225,000	225,000	225,000	225,000	225,000
Preservation	Dauberman Road over I-88 (045-9956)	Required	Phase 1 Eng. - part of Final Bdgt $2,415,000	305-50140 (ES)	500,000	-	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Phase 2 Engineering	305-50140 (ES)	-	500,000	-	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Phase 3 Engineering	305-50140 (ES)	-	-	500,000	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Bridge Construction	305-73010 (BrCo)	-	-	5,000,000	-	-
Preservation	Dauberman Road over I-88 (045-9956)	Required	Right-of-Way	305-74010 (ROW)	-	50,000	-	-	-
Preservation	Dauberman Road over Welch Creek - Maintenance	Required	Phase 3 Engineering	304-50140 (ES)	15,000	-	-	-	-
Preservation	Dauberman Road over Welch Creek - Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	150,000	-	-	-	-
Preservation	Engineering - On-Call Services	Underway	Phase 3 Construction Engineering - CIORBA	305-50140 (ES)	443,767	275,000	275,000	275,000	275,000
Preservation	Engineering - On-Call Services	Underway	Phase 1 & 2 Design Engineering - BLA	304-50140 (ES)	288,126	300,000	300,000	300,000	300,000
Preservation	Engineering - On-Call Services	Underway	Traffic Safety Engineering - Thomas	300-50140 (ES)	500,000	250,000	250,000	250,000	250,000
Preservation	Engineering - On-Call Services	Underway	Environmental Engineering - Huff & Huff	300-50140 (ES)	508,665	100,000	100,000	100,000	100,000
Preservation	Engineering - On-Call Services	Underway	Land Survey Professional Services - HLR	300-50140 (ES)	198,020	100,000	100,000	100,000	100,000
Preservation	Engineering - On-Call Services	Underway	Material Testing Services - STATE	300-50140 (ES)	387,394	150,000	150,000	150,000	150,000
Preservation	Engineering - On-Call Services	Required	Design Program Services	300-50140 (ES)	525,000	600,000	600,000	600,000	600,000
Preservation	Engineering - On-Call Services	Required	Construction Engineering Services - V3 - $440K	300-50140 (ES)	150,000	150,000	150,000	150,000	150,000
Preservation	Engineering - On-Call Services	Required	Traffic Operations Engineering Services	300-50140 (ES)	300,000	300,000	300,000	300,000	300,000
Preservation	Engineering - On-Call Services	Required	Permit Engineering Services	300-50140 (ES)	270,000	270,000	270,000	270,000	270,000
Preservation	Engineering - On-Call Services	Required	Utility Permit Review Services	300-50140 (ES)	50,000	50,000	50,000	50,000	50,000
Preservation	On-Call Land Title Insurance Services	Underway	Right-of-Way - Chicago Title	300-74010 (ROW)	35,000	35,000	35,000	35,000	35,000
Preservation	Fabyan Parkway at Western Ave - Maintenance	Underway	Road Construction	305-73000 (RdCo)	552,160	-	-	-	-
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-
Preservation	Fabyan Parkway over Mill Creek Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	40,000	-	-	-
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-

					DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Preservation	Fletcher Drive over Tyler Creek (045-3025) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	80,000	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-
Preservation	French Road over Burlington Creek - Maint (045-3072)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	GIS Technologies	Underway	Professional Services	300-50150 (Contr/Cons)	75,000	75,000	75,000	75,000	75,000
Preservation	Granart Rd over Big Rock Creek Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	5,000	-	-	-	-
Preservation	Guardrail	Required	Phase 2 Engineering	304-50140 (ES)	30,000	-	-	30,000	-
Preservation	Guardrail	Required	Road Construction	304-73000 (RdCo)	-	300,000	-	-	300,000
Preservation	Harmony Road over I-90 (045-9967)	Required	Phase 2 Engineering	304-50140 (ES)	20,000	-	-	-	-
Preservation	Harmony Road over I-90 (045-9967)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	100,000	-	-	-
Preservation	Harter Road over Welch Creek (045-3140) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Harter Road over Welch Creek (045-3140) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	75,000	-	-	-
Preservation	Hughes Road over Blackberry Creek Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	200,000	-	-	-	-
Preservation	Hughes Road over Blackberry Creek Rehabilitation	Required	Bridge Maintenance	305-73000 (RdCo)	313,682	-	-	-	-
Preservation	Hughes Road Culvert Improv & Guardrail Removal	Required	Maintenance	304-52040 (R&M-Br)	43,546	-	-	-	-
Preservation	Impact Fee Program	Underway	Ordinance Update	300-50150 (Contr/Cons)	261,174	250,000	-	-	400,000
Preservation	Jericho Rd over Granart Culvert Improv	Underway	Bridge Construction	305-73010 (BrCo)	42,153	-	-	-	-
Preservation	Jericho Rd ovr Big Rock Crk Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	60,000	-	-	-	-
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Jericho Road over Blackberry Creek Maint (045-3190)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Keslinger Rd ov BlackberryCk Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	50,000	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Keslinger Rd over Tributary to Mill Creek (045-3076) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Keslinger Rd ovr Mill Creek Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	50,000	-	-	-	-
Preservation	Kirk Road over UPRR - Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	200,000	-	-	-	-
Preservation	Kirk Road over UPRR - Maintenance	Required	Phase 3 Engineering	304-50140 (ES)	25,000	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Phase 2 Engineering	302-50140 (ES)	228,981	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	Review	302-50140 (ES)	4,500	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Underway	UP RR Review Costs	302-50140 (ES)	103,045	-	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Phase 3 Engineering	302-50140 (ES)	1,500,000	2,000,000	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Bridge Construction	302-73010 (Br Co)	3,000,000	3,152,000	-	-	-
Preservation	Kirk Road Over Union Pacific RR	Required	Right-of-Way	302-74010 (ROW)	742,500	-	-	-	-
Preservation	LaFox Road over Bike Path (Campton Hills) - Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	260,072	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	LaFox Rd over Mill Creek (South Crossing) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	15,000	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Phase 2 Engineering	304-50140 (ES)	25,000	-	-	-	-
Preservation	LaFox Road over Mill Creek - Maint North (045-5010)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	100,000	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Phase 2 Engineering	304-50140 (ES)	-	40,000	-	-	-
Preservation	LaFox Road over Mill Creek (north crossing) (045-5008) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	-	200,000	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	25,000	-	-	-	-
Preservation	Main Street over Big Rock Creek (045-3004) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	100,000	-	-	-
Preservation	Main Street Over Blackberry Creek at IL 47	Completed	Bridge Construction	305-73010 (BrCo)	182,706	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 2 Engineering	304-50140 (ES)	500,000	-	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Phase 3 Engineering	304-50140 (ES)	-	500,000	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	5,000,000	-	-	-
Preservation	Main Street over I-88 (045-0083) Deck Replacement	Required	Right-of-Way	304-74010 (ROW)	-	200,000	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 1 Engineering	304-50140 (ES)	130,000	-	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 2 Engineering	302-50140 (ES)	-	130,000	-	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	130,000	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Bridge Construction	302-73010 (Br Co)	-	-	1,300,000	-	-
Preservation	Main Street Over Welch Creek (045-3005) Replacement	Required	Right-of-Way	302-74010 (ROW)	-	50,000	-	-	-
Preservation	Main Street over Mill Creek Maintenance	Required	Phase 3 Engineering	304-50140 (ES)	15,000	-	-	-	-
Preservation	Main Street over Mill Creek Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	150,000	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	Phase 2 Engineering	304-50140 (ES)	25,000	-	-	-	-
Preservation	Meredith Road over Union Ditch 3 (045-3141) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	150,000	-	-	-
Preservation	Orchard Road Fence Repair	Required	Road Construction	304-73000 (RdCo)	1,018,000	-	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	Phase 2 Engineering	304-50140 (ES)	30,000	-	-	-	-
Preservation	Orchard Road over I-88 (045-3121) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	200,000	-	-	-
Preservation	Pavement Management System	Required	Phase 2 Engineering	304-50140 (ES)	300,000	-	-	300,000	-
Preservation	Pavement Marking	Required	Pavement Marking - Paint Striping	304-52070 (R&M-PvMr)	800,000	824,000	848,720	874,182	900,407
Preservation	Pavement Marking	Required	Urethane Marking (Striping)	304-52070 (R&M-PvMr)	600,000	618,000	636,540	655,636	675,305
Preservation	Pavement Marking	Required	Recessed Markers (Reflectors)	304-52070 (R&M-PvMr)	150,000	154,500	159,135	163,909	168,826
Preservation	Pavement Preservation - Rejuvenator	Underway	Pavement Preservation	304-52280 (R&M-PP)	775,000	800,000	825,000	850,000	875,000
Preservation	Pavement Preservation - Cracksealing 2024	Underway	Cracksealing	304-52050 (R&M-CS)	625,000	640,000	660,000	680,000	700,000

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EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Preservation	Pavement Resurfacing	Underway	Resurfacing	302-52080 (R&M-Res)	6,000,000	6,000,000	6,000,000	6,000,000	6,000,000
Preservation	Pavement Resurfacing	Underway	Resurfacing	304-52080 (R&M-Res)	3,300,000	3,000,000	3,000,000	3,000,000	3,000,000
Preservation	Peck & Keslinger Rd ovr UPRR Maintenance	Required	Phase 3 Engineering	304-50140 (ES)	25,000	-	-	-	-
Preservation	Peck & Keslinger Rd ovr UPRR Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	100,000	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 1 Engineering	302-50140 (ES)	300,000	-	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 2 Engineering	302-50140 (ES)	-	300,000	-	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	300,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Bridge Construction	302-73010 (BrCo)	-	-	3,000,000	-	-
Preservation	Peplow Over Virgil Ditch #3 (045-3002) Replacement	Required	Right-of-Way	302-74010 (ROW)	-	50,000	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Peplow Road over Trib Virgil Ditch No. 3 - Maint (045-5543)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	20,000	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-
Preservation	Plank Road over Pingree Creek (045-3155) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	50,000	-	-	-
Preservation	Planning - Safety Action & Other Plans (CMAP / Federal)	Required	Planning Area Studies	300-50150 (Contr/Cons)	134,500	100,000	100,000	100,000	100,000
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 1 Engineering	302-50140 (ES)	-	300,000	-	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 2 Engineering	302-50140 (ES)	-	-	300,000	-	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	-	300,000	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Bridge Construction	302-73010 (BrCo)	-	-	-	3,000,000	-
Preservation	Ramm Road over Virgil #3 (045-3041) Replacement	Required	Right-of-Way	302-74010 (ROW)	-	75,000	75,000	-	-
Preservation	Ramm Road over Virgil #3 Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	100,000	-	-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	Phase 2 Engineering	305-50140 (ES)	20,000		-	-	-
Preservation	Randall Road over US20 (045-0060) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	200,000	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	Phase 2 Engineering	304-50140 (ES)	20,000	-	-	-	-
Preservation	Randall Road over Ferson Creek (045-3027) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	200,000	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Phase 2 Engineering	302-50140 (ES)	30,000	-	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Phase 3 Engineering	304-50140 (ES)	-	30,000	-	-	-
Preservation	Randall Road over I90 (045-9909) Maintenance	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	300,000	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Phase 2 Engineering	304-50140 (ES)	30,000	-	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Phase 3 Engineering	304-50140 (ES)	-	30,000	-	-	-
Preservation	Randall Road over Mill Creek (045-3029) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	300,000	-	-	-
Preservation	Randall Road over Tyler Creek UPRR Maint	Required	Phase 3 Engineering	304-50140 (ES)	8,000	-	-	-	-
Preservation	Randall Road over Tyler Creek UPRR Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	125,000	-	-	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Phase 2 Engineering	302-50140 (ES)	-	-	800,000	-	-
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	-	-	800,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Bridge Construction	302-73010 (BrCo)	-	-	-	-	8,000,000
Preservation	Randall Road over UPRR (045-3028) Deck Replacement	Required	Right-of-Way	302-74010 (ROW)	-	-	200,000	-	-
Preservation	Randall Road over UPRR Maint	Required	Phase 2 Engineering	302-50140 (ES)	20,000	-	-	-	-
Preservation	Randall Road over UPRR Maint	Required	Phase 3 Engineering	304-50140 (ES)	-	20,000	-	-	-
Preservation	Randall Road over UPRR Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	200,000	-	-	-
Preservation	Scott Road over Welch Creek - Maint (045-3146)	Required	Bridge Maintenance	304-52040 (R&M-Br)	25,000	-	-	-	-
Preservation	Stearms Bridge Corridor - FPDKC payment to transfer mitigation sites	Required	Construction	304-73000 (RdCo)	700,000	-	-	-	-
Preservation	Stearns Road over the Fox River (045-3166)	Required	Phase 2 Engineering	304-50140 (ES)	10,000	-	-	-	-
Preservation	Stearns Road over the Fox River (045-3166)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	50,000	-	-	-
Preservation	Stearns Road EB over N. Arm of Brewster Creek (045-3167)	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Stearns Road EB over N. Arm of Brewster Creek (045-3167)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Stearns Road WB over Trib of Brewster Creek (045-3165) Maint	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Stearns Road WB over Trib of Brewster Creek (045-3165) Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Structural / Bridge Inspections	Required	Bridge Inspection - $475K + $50K	301-52100 (Br In)	525,000	550,000	600,000	600,000	600,000
Preservation	Structural Services - 2017	Completed	Phase 3 Engineering	305-50140 (ES)	14,579	-	-	-	-
Preservation	Structural Services - 2020	Completed	Engineering Services	304-50140 (ES)	7,826	-	-	-	-
Preservation	Structure Inspections - 2022	Completed	Bridge Inspection	301-52100 (R&M-BrIn)	10,928	-	-	-	-
Preservation	Structure Inspections - 2024	Underway	Bridge Inspection	301-52100 (R&M-BrIn)	109,263	-	-	-	-
Preservation	Tanner Road over Lake Run Creek Maint	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Tanner Road over Lake Run Creek Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	25,000	-	-	-
Preservation	Traffic Engineering Assistance	Underway	Miovision Traffic Count Services	304-50140 (ES)	15,000	15,000	15,000	15,000	15,000
Preservation	Traffic Engineering Assistance	Underway	On-Call Traffic Safety	304-50140 (ES)	150,000	150,000	150,000	150,000	150,000
Preservation	Traffic Engineering Assistance	Underway	Traffic Data Collection	304-50140 (ES)	150,000	-	-	150,000	-
Preservation	Traffic Signal & Light Maintenance	Underway	Traffic Signal Maintenance - H&H Electric Co.	304-63020 (Ut)	2,124,075	2,060,000	2,060,000	2,060,000	2,060,000
Preservation	Traffic Signal and Roadway Lighting Equipment	Underway	Road Construction	304-73000 (RdCo)	250,000	250,000	250,000	250,000	250,000
Preservation	Traffic Signal Operation Management Services (TSOM)	Underway	TSOM Services - Final Bdgt $2,415,000	300-50140 (ES)	310,000	315,000	325,000	350,000	375,000
Preservation	Network Operations & Management (NOM)	Underway	Network Ops & Mgmt - Atlas $525,000	300-50140 (ES)	175,000	175,000	175,000	190,000	200,000

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EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Preservation	Tyrrell Road over I-90 (045-9906)	Required	Phase 2 Engineering	304-50140 (ES)	5,000	-	-	-	-
Preservation	Tyrrell Road over I-90 (045-9906)	Required	Bridge Maintenance	304-52040 (R&M-Br)	-	40,000	-	-	-
Preservation	Walker Road over Burlington Creek Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	20,000	-	-	-	-
Preservation	West County Line Road over Young's Creek - Maint	Required	Bridge Maintenance	304-52040 (R&M-Br)	80,000	-	-	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 1 Engineering	302-50140 (ES)	200,000	-	-	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 2 Engineering	302-50140 (ES)	-	-	205,000	-	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Phase 3 Engineering	302-50140 (ES)	-	-	-	200,000	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Bridge Construction	302-73010 (BrCo)	-	-	-	2,000,000	-
Preservation	West County Line Road over Young's Creek (045-3001) Replacement	Required	Right-of-Way	302-74010 (ROW)	-	-	80,000	-	-
				Transportation Improvement Program Estimated Total	**102,464,392**	**91,457,697**	**72,466,521**	**78,564,727**	**194,882,539**
	Contractual Services - Non-Projects				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Operations	Legal Services		Legal Services	300-50160	225,000	231,750	238,703	245,864	253,239
Operations	Medical/Dental/Hospital Services		Medical/Dental/Hospital Services	300-50210	1,317	1,357	1,397	1,439	1,482
Operations	Northeast IL Plan and Metro Srvs		CMAP Contribution	300-50330	59,286	61,065	62,897	64,783	66,727
Operations	Software Licensing Cost		Adobe/Bluebeam/Cartegraph/Diglet/ESRI/Fleet/etc (30)	300-50340	292,465	301,239	310,276	319,584	329,172
Operations	Security Services		Security Services	300-50480	18,000	15,000	15,450	15,914	16,391
Operations	Disposal and Water Softener Srvs		Bottled Water / Softner / Waste Pick-up & Disposal	300-52000	26,000	26,780	27,583	28,411	29,263
Operations	Janitorial Services		Janitorial services - Eco Clean	300-52010	42,000	43,260	44,558	45,895	47,271
Operations	Repairs and Maintenance- Roads		Repairs and Maintenance- Roads	304-52020	16,492	16,987	17,496	18,021	18,562
Operations	Repairs and Maint - Buildings		Building / Elevator / Roof / Garage Doors	300-52110	88,692	91,353	94,093	96,916	99,824
Operations	Repairs and Maint - Grounds		Lawn and ground maintenance	300-52120	16,895	17,402	17,924	18,462	19,015
Operations	Repairs and Maint - Copiers		2 B&W copiers, 2 color, plus annual fee	300-52140	6,120	6,304	6,493	6,687	6,888
Operations	Repairs and Maint - Equipment		Hardware, parts, inspection services for equipment	300-52160	12,000	12,360	12,731	13,113	13,506
Operations	Repairs and Maint - Vehicles		Parts, repair services, maintenance for vehicles	300-52230	21,000	21,630	22,279	22,947	23,636
Operations	Repairs and Maint - Office Equipment		Printer and office equipment repair	300-52240	3,577	3,684	3,795	3,909	4,026
Operations	Liability Insurance		Liability Insurance	300-53000	241,501	248,746	256,208	263,895	271,812
Operations	Unemployment Claims		Unemployment Claims	300-53020	3,256	3,354	3,454	3,558	3,665
Operations	General Printing		Job placement ads; other general printing	300-53060	150	155	159	164	169
Operations	Legal Printing		Legal Printing / legal notice publications	300-53070	2,000	2,060	2,122	2,185	2,251
Operations	Mapping		Highway & Bike Maps	300-53080	13,000	13,390	13,792	14,205	14,632
Operations	Conferences and Meetings		Conferences and Meetings	300-53020	36,000	37,080	38,192	39,338	40,518
Operations	Employee Training		Employee Training	300-53100	16,500	16,995	17,505	18,030	18,571
Operations	Employee Mileage Expense		Employee Mileage Expense	300-53120	6,000	6,180	6,365	6,556	6,753
Operations	General Association Dues		Professional / "Making Kane County Fit for Kids"	300-53130	26,856	27,662	28,492	29,346	30,227
Operations	Miscellaneous Contractual Exp		Archive File Scanning	300-55000	343	353	364	375	386
				Contractual Services Estimated Total	**1,174,450**	**1,206,144**	**1,242,328**	**1,279,598**	**1,317,986**
	Commodities - Non-Projects				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Operations	Office supplies		Office supplies	300-60000	23,000	23,690	24,401	25,133	25,887
Operations	Operating Supplies		Safety Clothing & Equip /First Aid / Postage / Welding	300-60010	23,431	24,134	24,858	25,604	26,372
Operations	Computer Software		Computer Software - CIT Trucks	304-60060	7,538	-	-	-	-
Operations	Computer Hardware- Non Capital		Printer/Scanner/Drives/Hardware/GPS/Miovision/etc	300-60070	103,100	106,193	109,379	112,660	116,040
Operations	Uniform supplies		Uniform supplies	304-60210	40,000	41,200	42,436	43,709	45,020
Operations	Vehicle Parts/Supplies		Vehicle Parts/Supplies	304-60330	175,000	180,250	185,658	191,227	196,964
Operations	Buildings and Grounds Supplies		Paper products, water treatment, paint, valves, tools	300-60340	34,000	35,020	36,071	37,153	38,267
Operations	Equipment Parts/Supplies		Equipment Parts/Supplies	304-60360	100,000	103,000	106,090	109,273	112,551
Operations	Tools		Building & Grounds Supplies - Tools	304-60370	15,000	15,450	15,914	16,391	16,883
Operations	Liquid salt		Liquid salt	300-60380	40,000	41,200	42,436	43,709	45,020
Operations	Rock Salt		Rock Salt	304-60390	912,000	939,360	967,541	996,567	1,026,464
Operations	Crushed stone		Crushed stone	300-60400	15,669	5,250	5,408	5,570	5,737
Operations	Culverts		Culverts	304-60410	15,000	15,450	15,914	16,391	16,883
Operations	Road material		Road material	304-60420	40,000	41,200	42,436	43,709	45,020
Operations	Sign Material		Sign material	300-60430	60,000	61,800	63,654	65,564	67,531
Operations	Traffic Markers & Barricades		Traffic Markers & Barricades	304-60440	15,000	15,450	15,914	16,391	16,883
Operations	Utilities - Natural Gas		Natural Gas	300-63000	45,000	46,350	47,741	49,173	50,648
Operations	Utilities - Electric		Electric	300-63010	38,000	39,140	40,314	41,524	42,769
Operations	Utilities - Intersection Lighting		Intersect Lighting	300-63020	120,000	123,600	127,308	131,127	135,061
Operations	Fuel - Vehicles		Fuel - Vehicles	300-63040	300,000	309,000	318,270	327,818	337,653
Operations	Telephone		Telephone	300-64000	25,000	25,750	26,523	27,318	28,138
Operations	Cellular Phone		Cellular Phone	300-64010	20,000	20,600	21,218	21,855	22,510
				Commodities - Non-Capital Projects Estimated Total	**2,166,738**	**2,213,087**	**2,279,480**	**2,347,864**	**2,418,300**

					DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
	Capital - Not Including Transportaion Improvement Program (TIP)				**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Operations	Computers		Computers	300-70000	1,500	1,545	1,591	1,639	1,688
Operations	Communications Equipment		New KDOT Radio system	300-70060	250,000	15,000	15,450	15,914	16,391
Operations	Automotive Equipment		Veh #1 - International 7400 V-box w/wing - 2010	300-70070	422,500	-	-	-	-
Operations	Automotive Equipment		Veh #49 - International 7400 V-box w/wing - 2010	300-70070	422,500	-	-	-	-
Operations	Automotive Equipment		Veh #12 - International 7400 - 2010	300-70070	487,500	-	-	-	-
Operations	Automotive Equipment		Veh #3 - International 7400 - 2010	300-70070	455,000	-	-	-	-
Operations	Automotive Equipment		Veh #52 - Sterling tandem V-box w/wing - 2009	300-70070	422,500	-	-	-	-
Operations	Automotive Equipment		Veh #54 - Sterling tandem V-box w/wing - 2009	300-70070	422,500	-	-	-	-
Operations	Automotive Equipment		Veh #27 - Ford F350 crew cab - 2012	300-70070	78,000	-	-	-	-
Operations	Automotive Equipment		Veh #28 - Ford F350 crew cab - 2012	300-70070	78,000	-	-	-	-
Operations	Automotive Equipment		Veh #29 - Ford F350 crew cab - 2012	300-70070	78,000	-	-	-	-
Operations	Automotive Equipment		Veh #4 - Int. 7400 tandem V-box w/wing - 2011	300-70070	-	468,000	-	-	
Operations	Automotive Equipment		Veh #58 - Int. 7400 tandem V-box w/wing - 2011	300-70070	-	468,000	-	-	-
Operations	Automotive Equipment		Veh #60 - Int. 7400 tandem V-box w/wing - 2011	300-70070	-	468,000	-	-	-
Operations	Automotive Equipment		Veh #5 - Int. 7400 tandem V-box 5th whl - 2011	300-70070	-	487,500	-	-	-
Operations	Automotive Equipment		Veh #47 - Ford F-250 utility box pickup - 2015	300-70070	-	104,000	-	-	-
Operations	Automotive Equipment		Veh #89 - Tractor Truck - New	300-70070	-	227,500	-	-	-
Operations	Automotive Equipment		Veh #20 - INT sign truck chassis only - 2017	300-70070	-	-	585,000		-
Operations	Automotive Equipment		Veh #11 - Ford F-450	300-70070	-	-	117,000	-	-
Operations	Automotive Equipment		Veh #New - Ford F-450 1-ton dump - New	300-70070	-	-	117,000	-	-
Operations	Automotive Equipment		Veh #22 - Ford F-450 1-ton dump - 2027	300-70070	-	-	-	117,000	-
Operations	Automotive Equipment		Veh #16 - Int plow/dump/wing/belly	300-70070	-	-	-		468,000
Operations	Automotive Equipment		Veh #7 - Int plow/dump/wing/belly - 2016	300-70070	-	-	-	-	487,500
Operations	Automotive Equipment		Veh #98 - Int plow/dump/wing/belly - 2016	300-70070	-	-	-	-	487,500
Operations	Machinery and Equipment		Unit#95 - Sweeper (2006)-Federal Signal/Standard Eq	300-70110	492,933	-	-	-	-
Operations	Machinery and Equipment		Unit#95 - Skid Steer	300-70110	130,000	-	-	-	-
Operations	Machinery and Equipment		Plow Blades	300-70110	45,500	52,000	53,560	55,167	56,822
Operations	Machinery and Equipment		Energy Abs Attenuator	300-70110	-	65,000	-	-	-
Operations	Machinery and Equipment		Hot Box Patcher	300-70110	-	52,000	-	-	-
Operations	Machinery and Equipment		Wheeled Excavator	300-70110	-	780,000	-	-	-
Operations	Machinery and Equipment		Bomber	300-70110	-	195,000	-	-	-
Operations	Machinery and Equipment		Gradall	300-70110	-	-	780,000	-	-
Operations	Machinery and Equipment		Case Loader	300-70110	-	-	715,000	-	-
Operations	Machinery and Equipment		Vibermax roller	300-70110	-	-	-	84,500	-
Operations	Machinery and Equipment		Hyster fork truck	300-70110	-	-	-	91,000	-
Operations	Machinery and Equipment		Imperial trailer	300-70110	-	-	-	19,500	-
Operations	Machinery and Equipment		Alamo boom mower	300-70110	-	-	-	65,000	-
Operations	Machinery and Equipment		Man Lift for B&G division	300-70110	-	-	-	390,000	-
Operations	Machinery and Equipment		Case 590 super M backhoe	300-70110	-	-	-	-	390,000
Operations	Machinery and Equipment		Quality trailer	300-70110	-	-	-	-	19,500
Operations	Machinery and Equipment		Imperial trailer	300-70110	-	-	-	-	19,500
Operations	Machinery and Equipment		Gator	300-70110	-	-	-	-	19,500
Operations	Machinery and Equipment		Sullivan air compressor	300-70110	-	-	-	-	32,500
Operations	Machinery and Equipment		Sullivan air comp	300-70110	-	-	-	-	32,500
Operations	Machinery and Equipment		Case skidloader	300-70110	-	-	-	-	156,000
Operations	Machinery and Equipment		Trail king trailer	300-70110	-	-	-	-	147,550
Operations	Machinery and Equipment		JD Tractor w/mower	300-70110	-	-	-	-	130,000
Operations	Machinery and Equipment		JD Tractor w/mower	300-70110	-	-	-	-	130,000
Operations	Machinery and Equipment		Kubota mini hoe	300-70110	-	-	-	-	136,500
Operations	Machinery and Equipment		John Deere loader	300-70110	-	-	-	-	650,000
Operations	Building Improvements		Concrete Floor Repair weld - Bldg E	300-72010	120,000	-	-	-	-
Operations	Building Improvements		Liquid Salt Tank	300-72010	15,000	-	-	-	-
Operations	Building Improvements		Replace Building A Boiler	300-72010	45,000	-	-	-	-
Operations	Building Improvements		Roof Survey of Building E	300-72010	15,000	-	-	-	-
Operations	Building Improvements		Paint Building E & Fuel Island	300-72010	-	60,000	-	-	-
Operations	Building Improvements		Replace Boiler Bld A	300-72010	-	40,000	-	-	-
Operations	Building Improvements		Replace Salt shed doors	300-72010	-	25,000	-	-	-
Operations	Building Improvements		Clean Fuel Tanks	300-72010	-	30,000	-	-	-
Operations	Building Improvements		Bld A doors/ Front glass	300-72010	-	30,000	-	-	-

					DRAFT - 5-Year Forecast Working Document - as of 2/7/2025				
EXPENDITURES					**FY2025**	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
Categories	**Project or Detail Name**	**Status**	**Project Phase or Other Details**	**Acct # - Description**	**Forecast**	**Forecast**	**Forecast**	**Forecast**	**Forecast**
Operations	Building Improvements		Replace lift pumps bld A	300-72010	-	-	30,000	-	-
Operations	Building Improvements		Re-roof Bld E	300-72010	-	-	145,000	-	-
Operations	Building Improvements		Replace Bld E heat/Air roof unit	300-72010	-	-	145,000	-	-
Operations	Building Improvements		Building F addition	300-72010	-	-	75,000	-	-
Operations	Building Improvements		HVAC control upgrade	300-72010	-	-	40,000	-	-
Operations	Building Improvements		Water Tower Evaluation	300-72010	-	-	-	20,000	-
Operations	Building Improvements		Re-roof Bld B roof	300-72010	-	-	-	500,000	-
Operations	Building Improvements		Re-roof salt dome	300-72010	-	-	-	-	80,000
Operations	Building Improvements		Paint Bld B	300-72010	-	-	-	-	25,000
Operations	Building Improvements		Replace Well pump	300-72010	-	-	-	-	50,000
Operations	Building Improvements		Replace fuel system pump	300-72010	-	-	-	-	160,000
Operations	Building Improvements		Replace fuel electronics	300-72010	-	-	-	-	45,000
Operations	Building Improvements		Paint water tower	300-72010	-	-	-	-	225,000
Operations	Building Improvements		Repair concrete floor BLD E	300-72010	-	-	-	-	300,000
Operations	Computer Software - Capital		Traffic Signal Ops / ATMS / Permitting / etc.	300-70020	249,000	256,470	264,164	272,089	280,252
Operations	Debt Service		Debt Service	515-88980	12,508,000	-	-	1,582,463	-
Operations	Transfers Out - IT / GIS / Legal		Transfers for IT / GIS / Legal Support-Assistance	300-99001	387,627	399,256	411,233	423,570	436,278
			Capital - Not Including Transportation Improvement Program (TIP) Estimated Total		**17,126,060**	**4,224,271**	**3,494,999**	**3,637,842**	**4,982,980**
					FY2025	**FY2026**	**FY2027**	**FY2028**	**FY2029 / MYP**
			REVENUES - Total Projected FY Revenues Available (Previous Year Carryover plus New)		**228,655,300**	**158,334,187**	**112,021,026**	**84,316,583**	**48,833,404**
			EXPENDITURES - Total Estimated FY Expenditures		**132,374,635**	**108,617,532**	**89,205,023**	**95,761,570**	**213,747,770**
			Estimated Year End Cash on Hand to Carryover Into Next Fiscal Year (Available for Fund Utilization)		**96,280,665**	**49,716,655**	**22,816,003**	**(11,444,987)**	**(164,914,366)**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-456

APPROVING A $127,892.80 CONTRACT FOR CONSTRUCTION WITH STEFFENS 3D CONSTRUCTION, INC. OF TOLUCA, ILLINOIS FOR 2025 VIRGIL TOWNSHIP BITUMINOUS SURFACE TREATMENT, SECTION NO. 25-16000-02-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

VIRGIL TOWNSHIP ROAD DISTRICT SECTION NO. 25-16000-02-GM
(hereinafter the "Project")

WHEREAS, the lowest responsible bidder for the Project is:

STEFFENS 3D CONSTRUCTION, INC. OF TOLUCA, ILLINOIS
With a low bid of
$127,892.80

WHEREAS, the Virgil Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Virgil Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax Fund appropriation request in the amount of $127,892.80 for maintenance; and

WHEREAS, the Virgil Township Road District intends on utilizing the services of Steffens 3D Construction, Inc. to complete chip/seal bituminous surface treatment with traffic control within its respective jurisdiction; and

WHEREAS, the Project shall be paid for from the Township's Motor Fuel Tax Fund.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to Steffens 3D Construction, Inc. in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor's bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of $127,892.80, be allocated from the Township Motor Fuel Tax Fund to Steffens 3D Construction, Inc. and $2,000.00 for County engineering services, for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the Township Highway Commissioner of the Virgil Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving $127,892.80 Contract for Construction with Steffens 3-D Construction, Inc. of Toluca, Illinois for the 2025 Virgil Township Bituminous Surface Treatment Project, Section Number 25-16000-02-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $ N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 21, 2025, 2 bids were opened at Kane County Division of Transportation for the above-mentioned project to chip seal portions of various roads in Virgil Township totaling 1.60 miles. Work will include a Chip/Seal Bituminous Surface Treatment with traffic control.

The lowest qualified bid of $127,892.80 was submitted by Steffens 3-D Construction, Inc. of Toluca, Illinois. This project has an anticipated completion of October 31, 2025, weather permitting, and is funded with the use of the Townships Motor Fuel Tax Funds.

Staff recommends approval.

STEFFENS 3D CONSTRUCTION INC
2863 STATE ROUTE 17
TOLUCA IL 61369
815-853-0303
STEFFENS3D@YAHOO.COM

March 22-2025

Kane County Government Center
Purchasing Department, BLD. A
719 South Batavia Avenue

Re: Contract Disclosure
Kane County Code, Art. IL Div. 3, Sec. 2-211
Steffens 3D Construction, Inc.

To Whom it May Concern:

In Compliance with the Kane County Code of Referenced above this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months.
B. Individuals having more than 5% ownership of shares in the company.
C. Names and contact information of lobbyists, agents and representatives and:
D. Statement under oath that we have not withheld any disclosures as to the economic interest.

* Campaign Contributions: Steffens 3D Construction Inc has not made campaign contributions in the past 12 months.
* Ownership Interest in Steffens 3D Construction Inc: Darin Steffens who holds 100% of shares.
* Steffens 3D Construction Inc, does not have any lobbyist, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
* Steffens 3D Construction Inc, has no withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Sincerely
Melinda Tiraboschi
Secretary

Melanie L. North

OFFICIAL SEAL
MELANIE LYNN NORTH
Notary Public, State of Illinois
Commission No. 853936
My Commission Expires December 11, 2028

STEFFENS 3D CONSTRUCTION INC

2863 State Route 17
Toluca IL 61369
815-853-0303
steffens3d@yahoo.com

Contractor Disclosure

As of March, 22nd 2025, Steffens 3D Construction Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Steffens 3D Construction, Inc.:

Mr. Darin Steffen — 100%
1326 County Rd 2125 E
Roanoke, IL 61561

Miranda Tumbarski — 3-22-2025
Officer — Date

Title Secretary

Subscribed and Swarn this 22nd day of March ,2025

Melanie L North
Notary Public

OFFICIAL SEAL
MELANIE LYNN NORTH
Notary Public, State of Illinois
Commission No. 853936
My Commission Expires December 11, 2028

STEFFENS 3D CONSRUCTION INC

2863 State Route 17
Toluca IL 61369
815-853-0303
steffens3d@yahoo.com

FAMILIAL RELATIONSHIP DISCLOSURE

As of 3-22-25, Steffens 3D Construction, Inc, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any of the County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of the person, firm, corparation, association, agency, Institution, or other legal entitiy to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Offical or County Department Director.

Melinda Strasburg — Officer

3-22-2025 — Date

Title Secretary

Subscribed and Sworn this 22nd day of March, 2025

Melanie L North — Notary Public

OFFICIAL SEAL
MELANIE LYNN NORTH
Notary Public, State of Illinois
Commission No. 853936
My Commission Expires December 11, 2028

Bid Result Publication Revision

Publication Type Unofficial Results

AC Pavement Striping Co.

Organization Name	AC Pavement Striping Co.
Bid Amount	$156,679.50
Line Items	Full
Bid Rank	2
Address	695 Church Road, Elgin, IL 60123 Elgin Illinois 60123 United States

STEFFENS 3D CONSTRUCTION

Organization Name	STEFFENS 3D CONSTRUCTION
Bid Amount	$127,892.80
Line Items	Full
Bid Rank	1
Address	2863 State Route 17 Toluca Illinois 61369 United States

APPARENT LOW BIDDER

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient	No

KANE COUNTY
DIVISION of TRANSPORTATION

Michael Zakosek, P.E.
Director of Transportation
County Engineer

41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170
Fax: (630) 584-5265

Date: 03-21-2025

On 03-21-2025, bids were opened for the 2025 Virgil Township Bituminous Surface Treatment Project, Section Number 25-16000-02-GM. The engineer's estimate was $146,827.45, and the apparent low bidder, Steffen's 3-D Construction, Inc., submitted a bid of $127,892.80, which is 12.90 % lower than the engineers estimate.

Please check one below:
✓ I would like to proceed with the proposal.
__ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to Ken Mielke with Kane County by 03-28-2025. Thank you.

Signature

Road Commissioner Virgil Twp.
Title

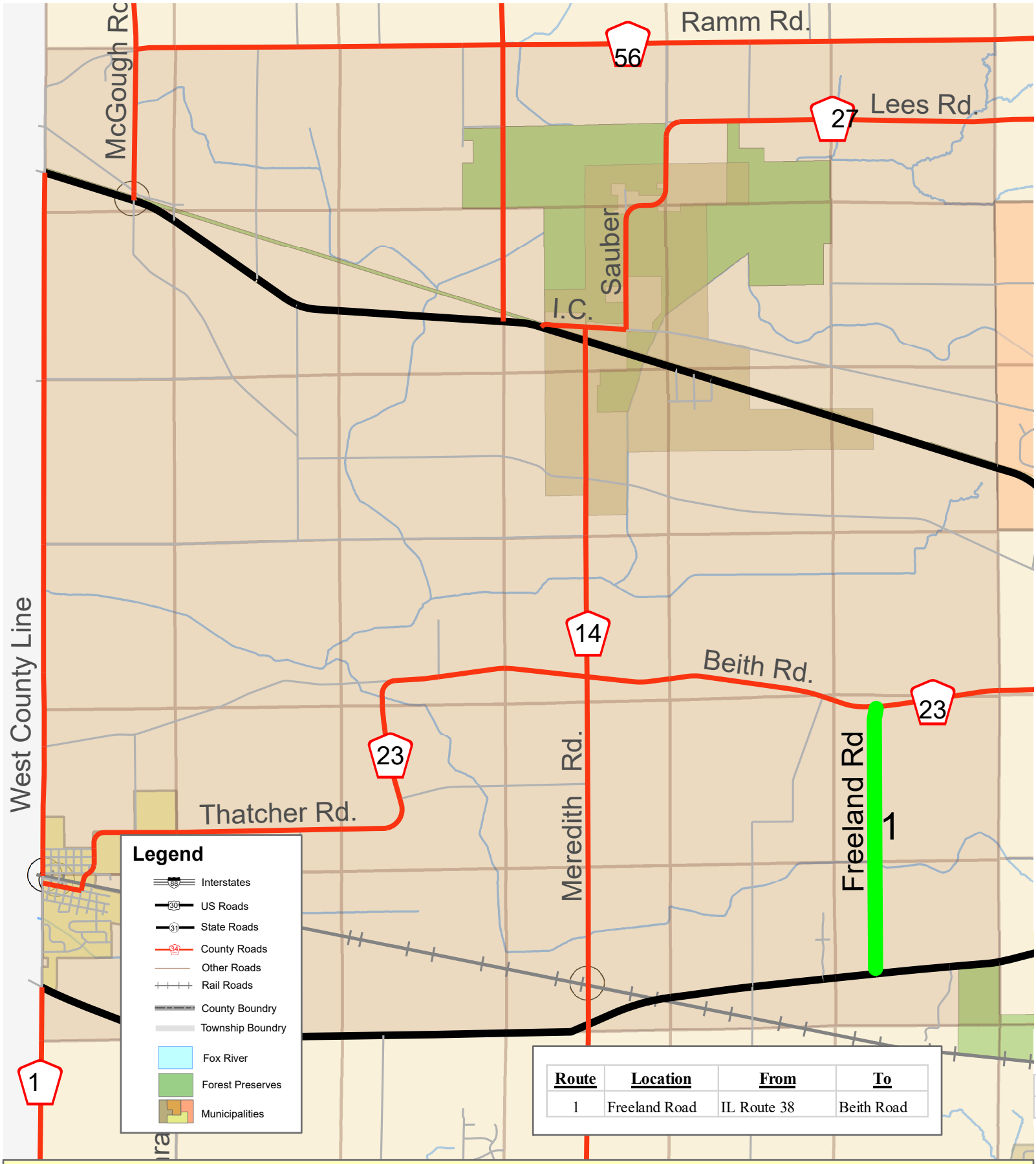
3-28-2025
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "**Notice to Proceed**" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Route	Location	From	To
1	Freeland Road	IL Route 38	Beith Road

Section Number 25-16000-02-GM
2025 Virgil Bituminous Surface Treatment

0 950 1,900 3,800 5,700 7,600 Feet

0 1 Miles

N W E S

KDOT 520
KANE COUNTY DIVISION OF TRANSPORTATION

M:\DotserverD\USERS\Shared File System\GIS\Projects\Resurfacing\Twp Resurfacing\2025\Virgil\2025B Virgil Twp Resurfacing map.mxd

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-459

APPROVING A $128,909.90 CONTRACT FOR CONSTRUCTION WITH GESKE AND SONS, INC. OF CRYSTAL LAKE, ILLINOIS FOR 2025 RUTLAND TOWNSHIP ROAD DISTRICT, SECTION NO. 25-13000-01-GM

WHEREAS, the Kane County Division of Transportation has solicited and received bids for the work and/or construction described as:

RUTLAND TOWNSHIP ROAD DISTRICT SECTION NO. 25-13000-01-GM
(hereinafter the “Project”)

WHEREAS, the lowest responsible bidder for the Project is:

GESKE AND SONS, INC. OF CRYSTAL LAKE, ILLINOIS
With a low bid of
$128,909.90

WHEREAS, the Rutland Township Road District intends on utilizing the services of Geske and sons, Inc. to complete road resurfacing within its respective jurisdiction; and

WHEREAS, the Rutland Township Road District is eligible to receive appropriations pursuant to the Motor Fuel Tax Law (35 ILCS 505/1, et seq.); and

WHEREAS, the Township Highway Commissioner of the Rutland Township Road District and the Kane County Engineer have executed a Request for Expenditure / Authorization of Motor Fuel Tax Funds (BLR-09150) relative to a Motor Fuel Tax appropriation request in the amount of $80,000.00; and

WHEREAS, the Project shall be paid for from the Township Motor Fuel Tax Fund and the Township’s local funds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that a contract for the Project described hereinabove shall be awarded to the lowest responsible bidder, Geske and sons, Inc., in the amount as indicated hereinabove and that the County Board Chairman is hereby authorized and directed to execute a contract and contractor’s bond therefor.

BE IT FURTHER RESOLVED by the Kane County Board that an appropriation of $80,000.00, be allocated from the Township Motor Fuel Tax Fund to Geske and Sons, Inc., for the work described in the Request for Expenditure/Authorization of Motor Fuel Tax Funds (BLR-09150) executed by the Kane County Engineer and the Township Highway Commissioner of the Rutland Township Road District, and approved by the Illinois Department of Transportation.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving a $128,909.90 Contract for Construction with Geske and Sons, Inc of Crystal Lake, Illinois for the 2025 Rutland Township Resurfacing Project, Section Number 25-13000-01-GM

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Steve Coffinbargar, 630.406.7170

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $ N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

On March 21, 2025, 2 bids were opened at Kane County Division of Transportation for the above-mentioned project to resurface portions of various roads in Rutland Township totaling 0.65 miles. Work will include pavement removal and replacement and traffic control.

The lowest qualified bid of $128,909.90 was submitted by Geske and Sons, Inc of Crystal Lake, Illinois. This project has an anticipated completion of October 31, 2025, weather permitting, and is funded with the use of the Townships Motor Fuel Tax Funds and Local Funds.

Staff recommends approval.

Geske and Sons, Inc.
Asphalt Paving

CONTRACTOR DISCLOSURE

As of 03/21/2025, Geske and Sons, Inc., to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in Geske and Sons, Inc.:

LeRoy Geske 50%

400 E. Terra Cotta Avenue

Crystal Lake, IL 60014

Larry Geske 50%

400 E. Terra Cotta Avenue

Crystal Lake, IL 60014

_____ March 21, 2025

Officer Date

Title: Vice-President

Subscribed and sworn this 21st day of March, 2025.

_____

Notary Public

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/2026

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Geske and Sons, Inc.

Asphalt Paving

March 21, 2025

Kane County Government Center
Purchasing Department, Bld. A
719 South Batavia Avenue
Geneva, IL 60134

Re: Contract Disclosure
Kane County Code, Art. II, Div. 3, Sec. 2-211
Geske and Sons, Inc.

To Whom it May Concern:

In compliance with the Kane County Code Referenced above, this letter will serve as our disclosure of:

A. Campaign contributions for the last 12 months
B. Individuals having more than 5% ownership of shares in the company
C. Names and contact information of lobbyists, agents and representatives and;
D. A statement under oath that we have not withheld any disclosures as to the economic interest.

- Campaign Contributions: Geske and Sons, Inc. has not made campaign contributions in the past 12 months.
- Ownership Interest in Geske and Sons, Inc.: There are two individuals that hold more than 5% of shares in Geske and Sons, Inc. who hold 100% of shares.
- Geske and Sons, Inc. does not have any lobbyists, agents or representatives who are or would be having contact with Kane County Employees or officials in relation to contracts or bids.
- Geske and Sons, Inc. has not withheld nor reserved any information regarding economic interest in the firm as required by County Code for this disclosure.

Officer — March 21, 2025 (Date)

Title: Vice-President

Subscribed and sworn this 21st day of March, 2025.

Notary Public

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/2026

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Geske and Sons, Inc.
Asphalt Paving

FAMILIAL RELATIONSHIP DISCLOSURE

As of 03/21/2025, Geske and Sons, Inc., to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The county may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than $30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

Officer

March 21, 2025

Date

Title: Vice-President

Subscribed and sworn this 21st day of March, 2025.

Notary Public

OFFICIAL SEAL
LORI L GESKE
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 05/24/2026

400 E. Terra Cotta Avenue
Crystal Lake, IL 60014

(815) 459-2407 phone
(815) 459-2465 fax

Bid Result Publication Revision

Publication Type Unofficial Results

Builders Paving, LLC

Organization Name	Builders Paving, LLC
Bid Amount	$138,998.00
Line Items	Full
Bid Rank	2
Address	4401 Roosevelt Road Hillside Illinois 60162 United States

Geske and Sons, Inc.

APPARENT LOW BIDDER

Organization Name	Geske and Sons, Inc.
Bid Amount	$128,909.90
Line Items	Full
Bid Rank	1
Address	400 E. Terra Cotta Ave. Crystal Lake Illinois 60014 United States

Bid Results Email

Email Attachment(s)

File	Size	Uploaded Date	Language
No Files			

Additional Recipients

Include notification issuer as an additional recipient No

KANE COUNTY
DIVISION of TRANSPORTATION

Michael Zakosek, P.E.
Director of Transportation
County Engineer

41W011 Burlington Road
St. Charles, IL 60175
Phone: (630) 584-1170

Date: 03-21-2025

On 03-21-2025, bids were opened for the 2025 Rutland Township Resurfacing Project, Section Number 25-13000-01-GM. The engineer's estimate was $ 139,854.00, and the apparent low bidder, Geske and Sons, Inc. submitted a bid of $ 128,909.90, which is 7.65% lower than the engineer's estimate.

Please check one below:
✓ I would like to proceed with the proposal.
__ I would like to cancel the proposal based on the bids.

In order to for the proposal to proceed this document needs to be returned to Ken Mielke with Kane County by 03-28-2025. Thank you.

Signature

Highway Com.
Title

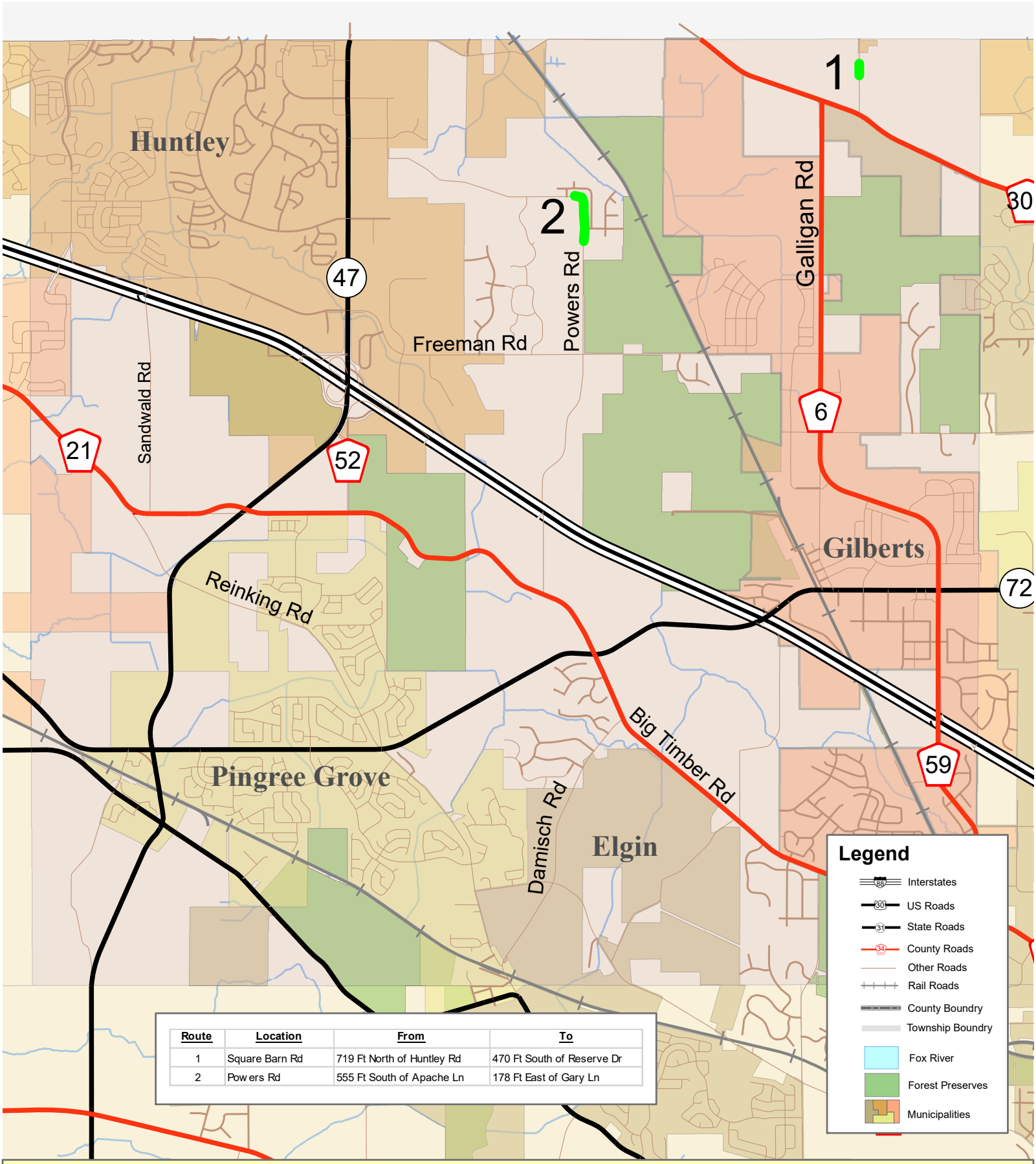
3-21-2025
Date

Notice to proceed shall not be given to the contractor until the contract and bond has been fully executed.

Emailed on _____
Faxed on _____

By: _____

Please note that authorization to proceed shall not be given to the contractor until a "**Notice to Proceed**" has officially been issued to the Highway Commissioner by KDOT. Failure to comply may jeopardize the eligibility of MFT funding and result in additional paperwork.



Route	Location	From	To
1	Square Barn Rd	719 Ft North of Huntley Rd	470 Ft South of Reserve Dr
2	Pow ers Rd	555 Ft South of Apache Ln	178 Ft East of Gary Ln

Section Number 25-13000-01-GM
2025 Rutland Township Resurfacing

0 1,000 2,000 4,000 6,000 8,000 Feet

0 1 2 Miles

N W E S

KANE COUNTY Division of Transportation 529

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-464

APPROVING AMENDMENT NO. 2 TO THE PHASE I ENGINEERING SERVICES AGREEMENT WITH ALFRED BENESCH & COMPANY OF CHICAGO, ILLINOIS FOR RANDALL ROAD MULTI MODAL IMPROVEMENTS, KANE COUNTY SECTION NO. 21-00539-00-TD

WHEREAS, pursuant to Resolution No. 22-436, the County of Kane approved a Phase I Engineering Services Agreement (hereinafter the "Agreement") with Alfred Benesch & Company and appropriated One Million Two Hundred Fifty-Two Thousand One Hundred Ten Dollars ($1,252,110.00), (hereinafter the "Appropriation") for the improvement of North Randall Road Multi Modal Improvement (hereinafter the "Improvement"); and

WHEREAS, pursuant to Resolution No. 22-479, the County entered into Amendment No. 1 to the Agreement with Alfred Benesch & Company to amend the fund source to pay for the engineering services approved therein (hereinafter referred to as "Amendment No. 1"); and

WHEREAS, the term of the Agreement was for three and a half years and shall expire before completion of the previously approved Improvement; and

WHEREAS, there are funds available in the original Appropriation and Amendment No. 1 for the Improvement; and

WHEREAS, it is in the County's best interest to enter into Amendment No. 2 to extend the date of the Agreement by three (3) years from the date of expiration from Kane County Resolution No. 22-436 (or June 30, 2028).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that Amendment No. 2 to the Agreement with Alfred Benesch & Company is hereby approved and that the Chairman thereof is hereby authorized and directed to execute the Amendment.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Amendment No. 2 to the Phase I Engineering Services Agreement with Alfred Benesch & Company of Chicago, Illinois for the Randall Road Multimodal Improvements, Kane County Section No. 21-00539-00-TD

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Jennifer O'Connell, PE (630)406-7333

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

The County has an agreement dated November 2022 with Alfred Benesch & Company. to provide Phase I Design Engineering Services for the study of pedestrian accommodations along the northernmost 9 miles of Randall Road in Kane County. Due to delays in IDOT processing, the County would like to extend the terms of the agreement by three years with a new termination date of June 30, 2028. The project is targeting December 2025 for Phase I Design Approval. No change in the appropriation amount is requested at this time.

Staff recommends approval.

AMENDMENT 2 TO THE PHASE I
DESIGN ENGINEERING AGREEMENT
BETWEEN THE COUNTY OF KANE AND
ALFRED BENESCH & COMPANY OF NAPERVILLE, ILLINOIS
FOR PROFESSIONAL DESIGN ENGINEERING SERVICES
NORTH RANDALL ROAD MULTI-MODAL IMPROVEMENTS
KANE COUNTY SECTION NO. 21-00539-00-TD

PURCHASE ORDER #2022-1835

This Amendment made this 13th day of May 2025 to the Agreement between COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and, ALFRED BENESCH & COMPANY, an Illinois corporation and an Illinois licensed professional engineering firm with offices at 1230 East Diehl Road, Suite 109, Naperville, Illinois 60563 (hereinafter referred to as the "CONSULTANT"). The COUNTY and the CONSULTANT are sometimes hereinafter collectively referred to as the "PARTIES" and individually as a "PARTY".

RECITALS

WHEREAS, pursuant to Kane County Resolution No. 22-436, the County and the CONSULTANT entered into an agreement (herein after the "Agreement") for Professional Design Engineering Services for the North Randall Road Multi Modal Improvements (herein after the "Project"); and

WHEREAS, the term of the Agreement was for three years and shall expire on June 30th 2025, and shall expire before completion of the previously approved Project; and

WHEREAS, as of this date, there are funds available in the original appropriation and Amendment #1 for the Project; and

WHEREAS, it is in the County's best interest to extend the term of the Agreement by an additional three (3) years from the date of expiration from Kane County Resolution No. 22-436; and

WHEREAS; additional compensation to the CONSULTANT shall not be required for this extension of term, nor shall additional appropriation of funds be required.

NOW, THEREFORE, in consideration of the premises, the mutual covenants and agreements herein set forth, and the understandings of each party to the other, the parties do hereby mutually agree as follows:

1.0 RECITALS INCORPORATED

1.1 The foregoing preambles are incorporated into this Amendment as though fully set forth herein,

2.0 AGREEMENT REMAINS IN EFFECT

2.1 The previous Agreement and Amendment #1 remain in full force and effect except to the extent that the provisions of the Amendment #2 conflict with the Agreement, in which case the provisions of the Amendment #2 shall control.

3.0 TERMS OF THIS AGREEMENT

3.1 The term of the Agreement, including this Amendment thereto, shall commence upon the date the Kane County Engineer, on behalf of the COUNTY, sends to the CONSULTANT the written Notice To Proceed with this Amendment and shall continue in full force the effect until the earlier of the following occurs:

A. The Party's termination of this Agreement in accordance with the terms of Section 16.0; or,

B. Three (3) years from the date of expiration from Kane County Resolution No. 21-268 (or June 30th, 2028).

Save these provisions of this Amendment all other terms and conditions of the Agreement remain unchanged.

IN WITNESS WHEREOF, the PARTIES set their hands and seals as of the date written above.

COUNTY OF KANE

CORINNE M. PIEROG
CHAIRMAN, KANE COUNTY BOARD

ATTEST:

JOHN A. CUNNINGHAM
KANE COUNTY CLERK

ALFRED BENESCH & COMPANY

ANDREW KEASCHALL
ILLINOIS DIVISION MANAGER / SENIOR VICE PRESIDENT

ATTEST:

TRAVIS KLUEGEL
VICE PRESIDENT

Leslie A. King-George 4/1/2025

(seal)

LESLIE A KING GEORGE
Official Seal
Notary Public - State of Illinois
My Commission Expires May 19, 2026

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-474

AUTHORIZING ACQUISITION OF REAL PROPERTY FOR RANDALL ROAD AT BIG TIMBER ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 19-00369-01-CH

WHEREAS, the County of Kane is authorized by law, pursuant to Illinois Compiled Statutes, 605 ILCS 5/5-801, et seq., to acquire by negotiated purchase or eminent domain proceedings, real property for highway and related and associated purposes; and

WHEREAS, the County of Kane has jurisdiction over Randall Road (Kane County Highway No. 34) within the boundaries of the County of Kane; and

WHEREAS, the County of Kane deems it necessary and appropriate to construct and improve Kane County Highway No. 34 (Randall Road) at Big Timber Road and in conjunction therewith require necessary lands to build and maintain Randall Road along with all responsibilities associated therewith; and

WHEREAS, Kane County Highway No. 34 (Randall Road) at Big Timber Road and the planned improvements therefor, have been surveyed, laid out and projected over certain lands situated in Kane County, Illinois; and

WHEREAS, it is deemed by the County of Kane that certain parcels of land and, in particular, the parcel described herein in Exhibit "A" (a copy of which is on file with the County Clerk of Kane County and which is incorporated herein and made a part hereof), which are located within the limits of Kane County, should be acquired by negotiated purchase and, negotiation failing, by eminent domain proceedings for highway purposes.

NOW, THEREFORE, BE IT RESOLVED that it is hereby determined by the County Board of Kane County that the real property described herein in Exhibit "A" be used and occupied for highway purposes in a manner necessary and convenient for public use.

BE IT FURTHER RESOLVED that it is further hereby determined it is necessary and proper that the County of Kane acquire title to or other appropriate interest in and possession of this parcel in that said real property is necessary and required by the County of Kane for highway purposes and, more specifically, the improvement of Randall Road at Big Timber Road.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

Exhibit “A”

That part of the Southeast Quarter of the Southwest Quarter of Section 4, Township 41 North, Range 8 East of the Third Principal Meridian, Kane County, Illinois, bearings and distances based on the Illinois State Plane Coordinate System, East Zone, NAD83 (2011 Adjustment), with a combined factor of 0.999971610, described as follows:

Commencing at the northwest corner of Lot 14 in Burnidge Big Timber Park, being a subdivision recorded September 14, 1981 as Doc. No. 1588113; thence North 88 degrees 15 minutes 59 seconds East, 20.46 feet along the north line of said Lot 14, said line being the north line of the Southeast Quarter of the Southwest Quarter of said Section 4; thence Southerly 51.77 feet on a curve to the right having a radius of 4387.18 feet, the chord of said curve bears South 10 degrees 41 minutes 17 seconds West, 51.77 feet to a southerly line of said Lot 14 and the Point of Beginning; thence Southerly 229.39 feet on a curve to the right having a radius of 4387.18 feet, the chord of said curve bears South 12 degrees 31 minutes 26 seconds West, 229.36 feet to the easterly right-of-way line of Randall Road, recorded April 7, 1959 as Doc. No. 886315, thence North 04 degrees 57 minutes 45 seconds East, 224.07 feet along said easterly right-of-way line and the easterly right-of-way line of Randall Road, recorded April 7, 1959 as Doc. No. 886312; thence North 88 degrees 43 minutes 49 seconds East, 30.36 feet to the Point of Beginning.

Said parcel containing 0.083 acre, more or less.

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Acquisition of Real Property for Randall Road at Big Timber Road Intersection Improvement, Kane County Section No. 19-00369-01-CH

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Steve Coffinbargar, 630.406.7170

Budget Information:

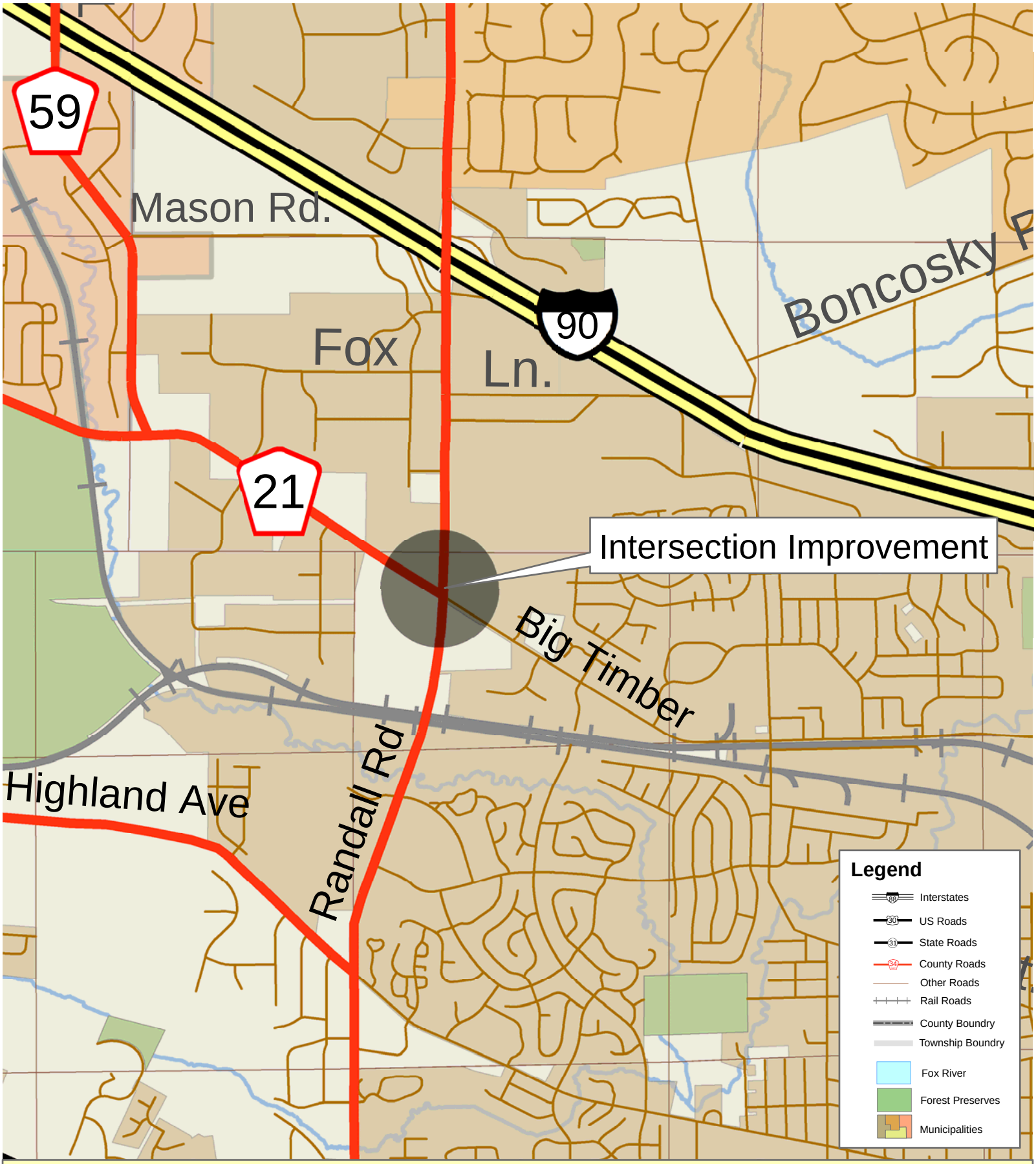
Was this item budgeted? N/A	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Right of way is required from the following parcel as described in the attached legal description to complete the Randall Road at Big Timber Road intersection reconstruction improvement project. The attached standard project right of way resolution authorizes the County to acquire the following property:

Parcel #0007 0.083 acres

Staff recommends approval.



Randall Road at Big Timber Road Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

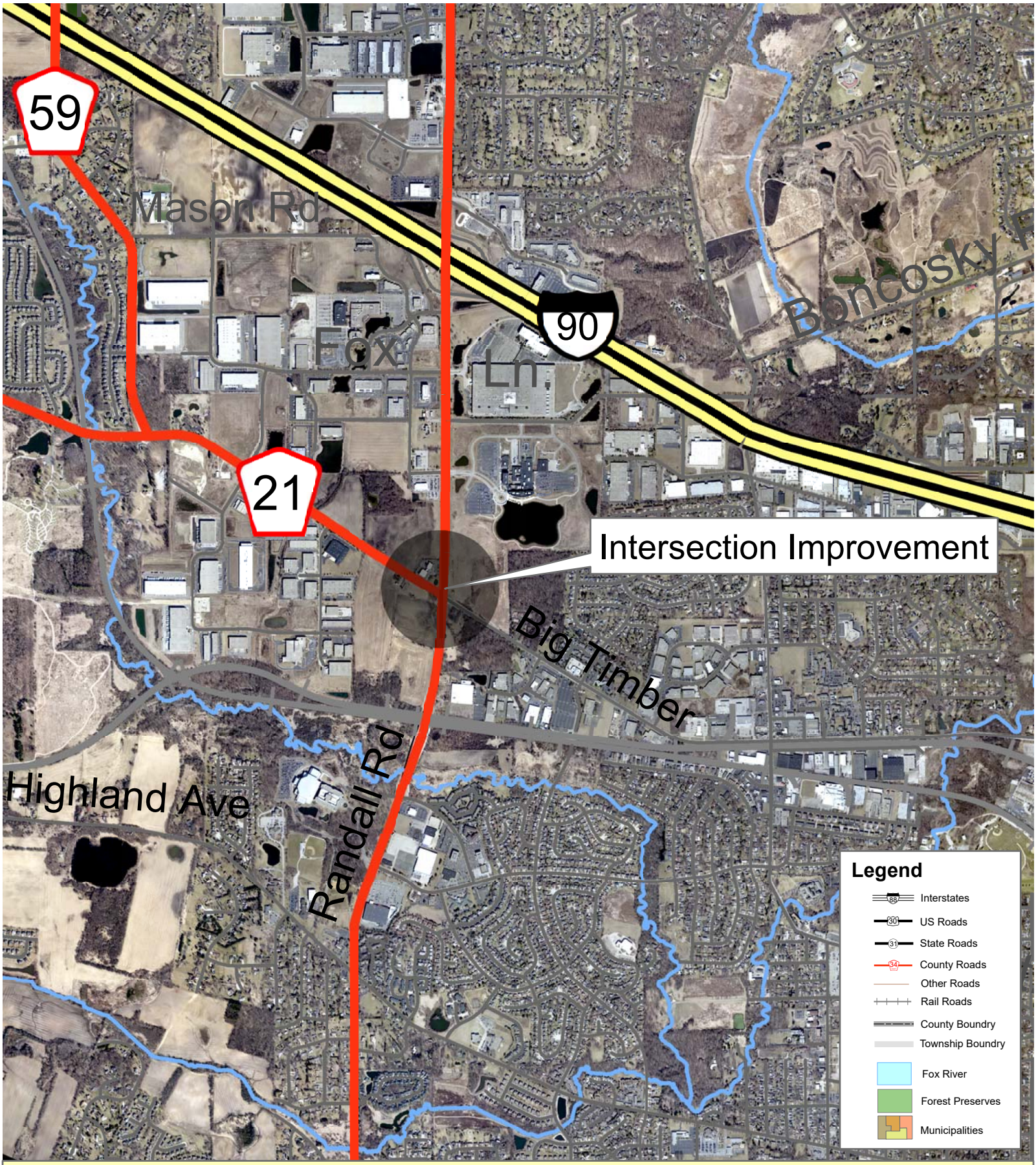
0 1 Miles

N W E S

KANE COUNTY Division of Transportation

538

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Randall Road at Big Timber Road
Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N W E S

KANE COUNTY Division of Transportation

539

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-473

APPROVING ACQUISITION OF HIGHWAY RIGHT OF WAY FOR RANDALL ROAD AT ILLINOIS ROUTE 72, ELGIN, ILLINOIS, KANE COUNTY SECTION NO. 19-00514-00-WR, PARCEL NO. 1PK0004

WHEREAS, the County of Kane ("County") is authorized pursuant to the Illinois Compiled Statutes, 605 ILCS 5/5-801 (2020), to acquire real property for highway purposes by negotiated purchase; and

WHEREAS, the County has developed right-of-way plans for the replacement of the Kane County Highway No. 34, (Randall Road) at Illinois Route 72 in Elgin, Illinois, Kane County Sec. No.19-00514-00-WR, (hereinafter the "Project"); the Project right-of -way plans require the acquisition of Project Parcel No. 1PK0004; and

WHEREAS, Sonia Brar and Rick S. Brar, Co-Trustees of the Sonia Brar 2021 Living Trust Dated October 28, 2021, the property owner of Parcel No. 1PK0004, which is legally described in Exhibit "A" attached hereto (a copy of which is on file in the office of the Kane County Clerk), has offered to sell said property (Parcel No. 1PK0004) to the County for the total amount of $124,900.00; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County of Kane accept the offer of Sonia Brar and Rick S. Brar, Co-Trustees of the Sonia Brar 2021 Living Trust Dated October 28, 2021, owners of Project Parcel No. 1PK0004, to sell said property (Parcel No. 1PK0004) to the County for the total amount of One Hundred Twenty Four Thousand Nine Hundred Dollars ($124,900.00) to be paid from the Transportation Sales Tax Fund #305, Line Item #74010 (Highway Right of Way) and the Chairman of the Kane County Board is hereby authorized and directed to execute a contract and any associated documents therefor.

Line Item: 305.520.527.74010
Line Item Description: Highway Right of Way
Was Personnel/Item/Service approved in original budget or a subsequent budget revision? Yes
Are funds currently available for this Personnel/Item/Service in the specific line item? Yes
If funds are not currently available in the specified line item, where are the funds available? Yes

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

EHXIBIT “A”

That part of the Northeast Quarter of Section 19, Township 42 North, Range 8 East of the Third Principal Meridian, in Kane County, Illinois, bearings and distances are based on the Illinois Coordinate System, NAD 83(2011) East Zone, with a combination factor of 0.9999373150, described as follows:
Commencing at the southeast corner of the Northeast Quarter of said Section 19; thence on an Illinois Coordinate System NAD 83(2011) East Zone bearing of South 89 degrees 46 minutes 01 second West along the south line of the Northeast Quarter of said Section 19, a distance of 471.01 feet (471.25 feet, recorded) to a point of intersection with the Southerly extension of the east line of Lot 11 in Second Addition to Country View Highlands Subdivision, according to the plat thereof recorded June 9, 1959 as document number 891700; thence North 1 degree 21 minutes 24 seconds West along the Southerly extension of the east line of Lot 11 and along the east line of Lot 11 in said Second Addition to Country View Highlands Subdivision, a distance of 67.45 feet (59.75 feet, recorded) to the north right of way line of Illinois Route 72 recorded December 19, 1994 as document number 94K091088; thence South 89 degrees 24 minutes 34 seconds East along the said north right of way line of Illinois Route 72, a distance of 282.81 feet to an angle point on the north right of way line of Illinois Route 72, according to Order Vesting Title Case Number 11 ED 68 filed October 27, 2011 in the Circuit Court of the Sixteenth Judicial District Kane County, Illinois; thence North 0 degrees 43 minutes 30 seconds East along said right of way line of Illinois Route 72, a distance of 10.63 feet to an angle point on the north right of way line of Illinois Route 72, according to said Order Vesting Title and the point of beginning; thence continuing North 0 degrees 43 minutes 30 seconds East, a distance of 10.00 feet; thence South 89 degrees 16 minutes 30 seconds East, a distance of 35.27 feet; thence North 0 degrees 03 minutes 27 seconds East, a distance of 131.85 feet to a point of curvature; thence northerly 25.21 feet along a curve to the right having a radius of 11337.37 feet, the chord of said curve bears North 0 degrees 07 minutes 17 seconds East, 25.21 feet; thence North 89 degrees 03 minutes 08 seconds West, a distance of 5.04 feet; thence northerly 51.16 feet along a curve to the right having a radius of 11337.37 feet, the chord of said curve bears North 0 degrees 19 minutes 48 seconds East, 51.16 feet to the north line of the grantor, according to quit claim deed recorded February 23, 2022 as document number 2022K010628; thence South 89 degrees 23 minutes 33 seconds East along the north line of the grantor, according to said quit claim deed, a distance of 25.07 feet to the west right of way line of Randall Road, according said Order Vesting Title; thence South 0 degrees 05 minutes 25 seconds West along the said west right of way line of Randall Road, a distance of 39.29 feet to an angle point on the west right of way line of Randall Road; thence South 89 degrees 54 minutes 35 seconds East along the said right of way line of Randall Road, a distance of 20.00 feet to an angle point on the west right of way line of Randall Road; thence South 0 degrees 05 minutes 25 seconds West

along the said west right of way line of Randall Road, a distance of 145.92 feet to the northwesterly right of way line of Randall Road recorded December 19, 1994 as document number 94K091088; thence South 45 degrees 30 minutes 09 seconds West along the said northwesterly right of way line of Randall Road, a distance of 46.90 feet to the north right of way line of Illinois Route 72, according to said Order Vesting Title; thence North 89 degrees 16 minutes 30 seconds West along the said north right of way line of Illinois Route 72, a distance of 42.15 feet to the point of beginning.
Said parcel containing 0.185 acre, more or less.

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving Acquisition of Highway Right of Way for Randall Road at Illinois Route 72, Elgin, Illinois, Kane County Section No. 19-00514-00-WR, Parcel 1PK0004

Committee Flow:
Transportation Committee, Executive Committee, County Board

Contact:
Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? yes	Appropriation Amount: $124,900.00
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

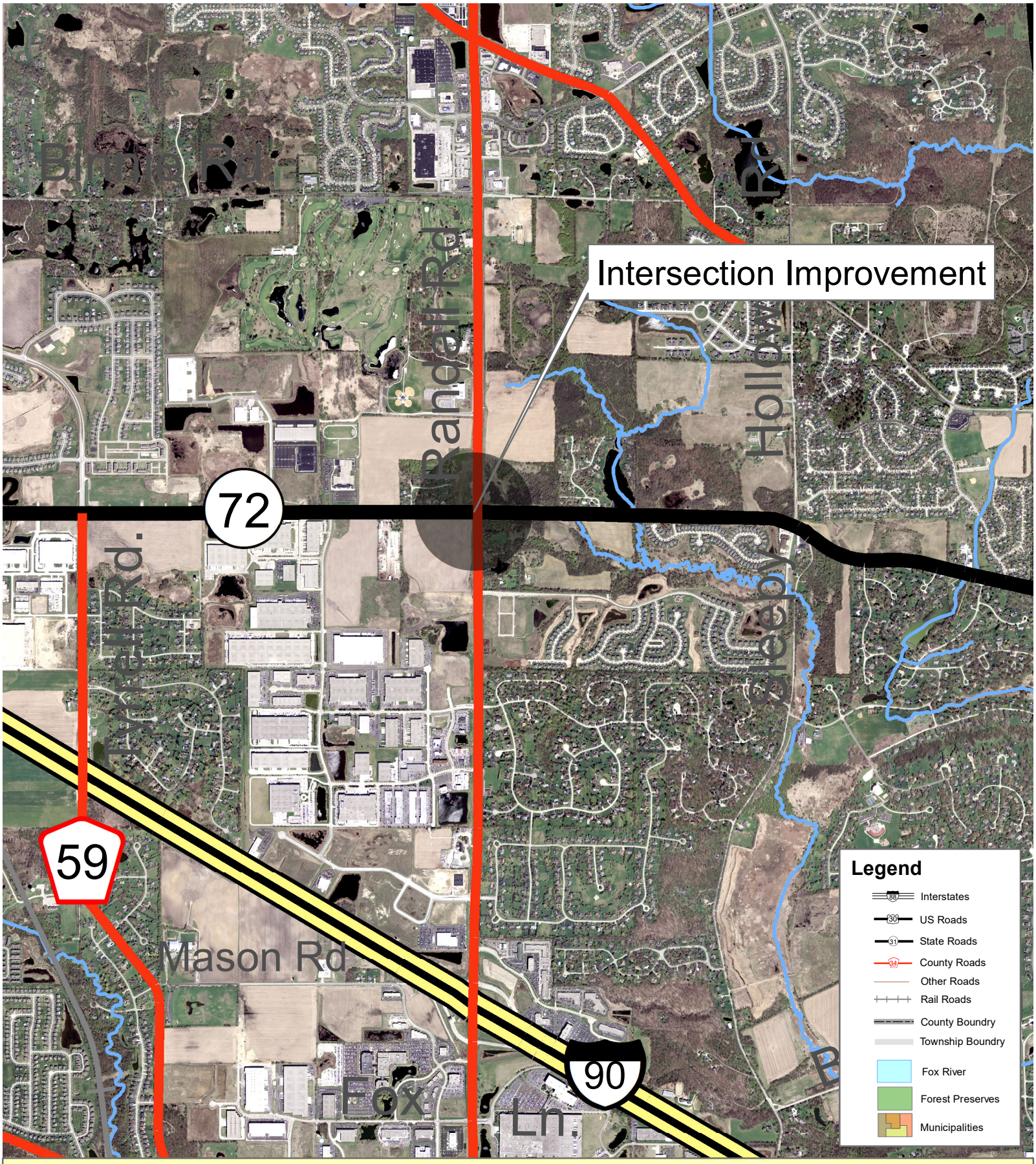
Summary:

Right of way along Randall Road and Illinois Route 72 is required in the name of the State from Sonia Brar and Rick S. Brar, Trustees of the Sonia Brar 2021 Living Trust Dated October 28, 2021, the owners of Parcel Number:

1PK0004 0.185 Acres

The appraisal indicates the value of the total take (0.185 acres) to be $124,900.00.

Staff recommends approval.



Randall Road at Illinois Route 72
Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N W E S

KANE COUNTY Division of Transportation

545

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Randall Road at Illinois Route 72
Intersection Improvement

0 500 1,000 2,000 3,000 4,000 Feet

0 1 Miles

N
W E
S

KANE COUNTY Division of Transportation

546

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STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-512

APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested, and applicable documentation is included for review:

Lodging		$476.13
Meals		$ 40.59
Mileage	433 Miles	$303.10
Tolls		$7.20
		$827.02

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on May 13, 2025.

_____ _____

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

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

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving County Board Personal Expense Voucher Reimbursment Request

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

Contact:
Jane Tallitsch 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $827.02
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

25-05264

Kane County
Personal Expense Voucher

INV#: 040825

First Name and Last Name: Corinne Pierog

Address: 467 S. Jefferson Street

City: Batavia State: IL Zip Code: 60510

ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.

Date (MM/DD/YYYY)	Description/Purpose	No of Miles	Mileage Reimb	Transprt	Lodging	Meals	Other
3/17-3/20/2025	IL State Association of Counties-Legislative Conference	433	303.10		$476.13	40.59	$7.20
	Total:	433	303.10		$476.13	40.59	$7.20

Expense Total: 827.02

Signature

4/8/25
Current Date

Approved By

4/8/25
Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Department

CHECKLIST

	Yes	No
Receipts and/or Agenda Attached?	☑	☐
Employee Home Address Included?	☑	☐
Employee Date and Sign?	☑	☐
Supervisor provide signature approval and date?	☑	☐
Account Number Correct?	☑	☐
Are Expenditures Greater than 60 Days?	☐	☑
Employees Address same?	☑	☐

Fund/Dept./Sub-Dept.
001.010.010.53106

SUMMARY OF EXPENSES

		Project Code	Amount/Item
Lodging		53106	476.13
Meals		53106	40.59
Mileage Expense		53106	303.10
Tolls		53106	7.20
		Expense Total	827.02

UNITED COUNTIES
COUNCIL *of* ILLINOIS

WELCOME!

COUNTIES TOGETHER LEGISLATIVE CONFERENCE

March 19, 2025

We hope this conference provides an opportunity to meet and network with fellow county board members, gather and share pertinent information and ultimately enhance your ability to serve the needs of your community.

Conference Participating Counties

Bond County
Boone County
Brown County
Bureau County
Calhoun County
Clinton County
Cook County
DuPage County
Effingham County
Hamilton County
Henry County
Iroquois County
Jackson County
Jasper County
Johnson County
Kane County
Kankakee County
Kendall County
Knox County
Lake County
Lee County
Livingston County
Logan County
Mason County
Monroe County
Ogle County
Piatt County
Pike County
Saline County
Schuyler County
St. Clair County
Stark County
Stephenson County
Tazewell County
Washington County
Whiteside County
Will County
Williamson County
Winnebago County
Woodford County

Thank you for making the time to be here!

Ryan McCreery, UCCI Executive Director **Joe McCoy, ISACo Executive Director**

UNITED COUNTIES
COUNCIL *of* ILLINOIS

COUNTIES TOGETHER LEGISLATIVE CONFERENCE

March 19-20, 2025

Abraham Lincoln Presidential Library & Museum
112 & 212 N Sixth Street, Springfield, IL 62701

SCHEDULE OF EVENTS

March 19, Wednesday

8:45am: Breakfast Buffet, *Presidential Library – first floor*

10am-12pm: Legislative Briefing, *Presidential Library – second floor*

12pm: Lunch Buffet, *Presidential Library – first floor*

1pm: UCCI Membership Meeting, *Presidential Library – second floor*

2pm: UCCI Executive Committee Meeting

2-5pm: Capitol Visit Opportunity, *meeting scheduling up to county*

6:30-8pm: Legislative Reception, *Presidential Museum*

UNITED COUNTIES
COUNCIL *of* ILLINOIS

ILLINOIS STATE ASSOCIATION OF COUNTIES
ISACo

ILLINOIS GENERAL ASSEMBLY MEMBERS & CONSTITUTIONAL OFFICERS

have been cordially invited to attend

COUNTIES TOGETHER

Legislative Reception

March 19, 2025
6:30-8pm

Abraham Lincoln Presidential Museum
212 N Sixth Street, Springfield, IL 62701

Join us for an evening with fellow County Officials from all corners of the great State of Illinois

LOOKING FORWARD TO YOUR ATTENDANCE

Ryan McCreery
UCCI Executive Director

Joe McCoy
ISACo Executive Director

UNITED COUNTIES
COUNCIL *of* ILLINOIS

Priority Issues For Counties

March 19, 2025

The following issues/bills are supported by the Illinois State Association of Counties (ISACo) and the United Counties Council of Illinois (UCCI).

FUNDING NEEDS

Local Government Distributive Fund

Counties are aligned with our municipal partners in seeking an increase in the percentage of the State Income Tax distributed to counties and municipalities through the Local Government Distributive Fund (LGDF). **Counties are requesting an incremental restoration of the full 10 percent of State Income Tax revenue collected by the state and shared with counties and municipalities on a per capita basis.** This percentage was reduced in 2011 and currently is 6.47 percent of State Income Tax collections.

SAFE-T Act Funding

The implementation of the SAFE-T Act imposed additional costs on counties. These costs include additional personnel necessary to fulfill the new requirements under the Pre-Trial Fairness Act. Without adequate funding, courts may face challenges in maintaining the required staff, services and operational capacity necessitated by the SAFE-T Act. **Counties request that the Governor and General Assembly partner with them to ensure that our courts have the resources necessary to contribute to the successful implementation of the SAFE-T Act.**

COUNTY LEGISLATION

Wind and Solar Siting Changes

HB 3563 (Representative Ford) and SB 2416 (Senator Jones, III)

Issue: On January 27, 2023, Governor JB Pritzker signed P.A. 102-1123 into law. The law preempts county authority to enact local ordinances that prohibit wind and solar projects. ISACo created a Wind and Solar Facility Task Force to focus on wind and solar siting and zoning issues. The intention of the Wind and Solar Task Force is **not** to work toward repealing P.A. 102-1123, but to discuss and collect policy recommendations to provide counties with more flexibility when complying with the law.

Expand Local Option Motor Fuel Tax to All Non-Home Rule Counties
HB 1601 (Representative Guzzardi)

Issue: Under current law, the only non-home rule counties permitted to impose a county Motor Fuel Tax (MFT) are DuPage, Kane, Lake, McHenry and Will. Cook County imposes an MFT using its home rule authority.

Proposal: Expand authority to impose a county MFT not to exceed 8 cents per gallon to all non-home rule county boards for the ongoing maintenance and construction of essential infrastructure.

Exempt Veterans' Assistance Commission Funding from PTELL
HB 2720 (Representative Ness)

Issue: P.A. 102-0732 (2022) made several changes to statutes affecting Veterans Assistance Commissions. These changes affected governance, administration and funding.

Current law establishes a minimum amount of annual funding for VACs equal to the lesser of .02% of the last known equalized assessed value (EAV) of the taxable property in the county OR an amount determined by the VAC to be "just and necessary." Disputes over what is "just and necessary" are evidence-based and resolved in circuit court. The 0.2% of EAV provision is found within the Public Aid Code (305 ILCS 12-21.13) and establishes a minimum levy necessary to be eligible for state funds. A county board is obligated to fund this minimum level, with the revenue derived from the property tax and/or the general corporate fund of the county.

Proposal: Amend state law to exempt the VAC portion of the property tax levy from the Property Tax Extension Limitation Law (PTELL – Tax Cap). This would restore the ability of county boards to fund other programs and services irrespective of the minimum funding now obligated for VACs.

Separate Veterans Assistance Commission Taxation Amount on Property Tax Bill
HB 2689 (Representative West)

Issue: P.A. 102-0732 (2022) wrote into state law a minimum amount of annual funding for Veterans Assistance Commissions (VACs) equal to the lesser of .02% of the last known equalized assessed value (EAV) of the taxable property in the county OR an amount determined by the VAC to be "just and necessary." This law also removed county board decision-making over the amount of revenue allocated to a VAC and over how a VAC budgets this revenue. VACs are now county agencies that exist independently from elected county boards and are not subject to public accountability through elections.

Proposal: Require property tax revenues that fund VACs to be listed separately from the county amount on property tax bills.

UNITED COUNTIES
COUNCIL *of* ILLINOIS

ILLINOIS STATE ASSOCIATION OF COUNTIES
ISACo

COUNTIES TOGETHER LEGISLATIVE CONFERENCE

LEGISLATIVE BRIEFING

March 19, 2025 | 10am

AGENDA

1. Pledge of Allegiance
2. Welcome & Introductions
3. Comments from House Speaker Emanuel "Chris" Welch
4. Comments from House Republican Leader Tony M. McCombie
5. Comments from Senate Republican Leader John F. Curran
6. Comments from Senate President Don Harmon
7. Closing Remarks

Thanks for attending!
We look forward to hosting you this evening at the Legislative Reception at the Abraham Lincoln Presidential Museum, 6:30pm.

Ryan McCreery
UCCI Executive Director

Joe McCoy
ISACo Executive Director

UNITED COUNTIES
COUNCIL *of* ILLINOIS

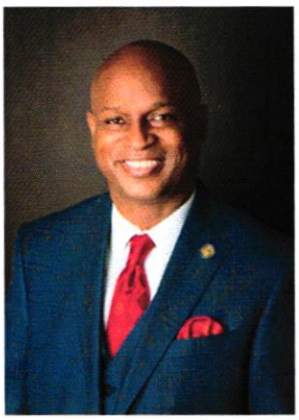
COUNTIES TOGETHER LEGISLATIVE BRIEFING

March 19, 2025

Emanuel "Chris" Welch

District 7

Speaker of the House, Illinois General Assembly



Emanuel "Chris" Welch has served as a State Representative in the Illinois General Assembly since January 2013. On January 13, 2021, Chris became the Speaker of the Illinois House of Representatives. The first Black lawmaker to hold such position. Prior to becoming Speaker, Welch served as Chair of the House Executive Committee and before that he Chaired Higher Education. All positions where he left a positive mark.

As State Representative, Welch focused on improving classroom education, creating jobs, helping the most vulnerable, and streamlining government. Welch was the Chief Sponsor of several pieces of historic legislation including the law bringing cursive writing back to our schools, the Historic Illinois Trust Act, the Law making Illinois a Welcoming State for immigrants, and the Homeless Bill of Rights. Speaker Welch is also a leading voice for adding black and brown people to the boards of publicly held corporations after sponsoring landmark legislation that requires Illinois corporations to annually disclose their board composition.

Welch has been recognized with several significant awards for his legislative record including the prestigious Zeke Giorgi Award from the AFL-CIO and the Friend and Education Award from the Illinois Education Association.

Prior to joining the General Assembly, Welch served 12 years on the Proviso Township High School Board of Education. His last ten years he served as the Board Chair. Welch lead the Proviso School Board in the creation of the Proviso Math and Science Academy, a school that today is recognized by Chicago Magazine and US News and World Reports. He did this all while balancing the schools budget for the first time since the early 90s.

Welch is a partner in the local government law firm Ancel Glink. Prior to that, he served as a partner at Sanchez, Daniels and Hoffman, LLP from 2007 to 2018 where he represented local school districts and municipalities. For his work in school, education and civil rights law, Welch has been recognized as a Super Lawyer and one of Chicago's Leading Lawyers.

Welch is a graduate of Proviso West High School ('89), Northwestern University ('93), and The John Marshall Law School ('97). He is a 2016 inductee into the JMLS Wall of Fame. In 2022, Welch lead the House Democratic Caucus to its largest Super Majority in modern history.

Welch is married to ShawnTe and has two children, Tyler and Marley.

Speaker Welch believes that "He will always find a way, or make one because he always starts and ends with his WHY!"

UNITED COUNTIES
COUNCIL *of* ILLINOIS

ILLINOIS STATE ASSOCIATION OF COUNTIES
ISACo

COUNTIES TOGETHER LEGISLATIVE BRIEFING

March 19, 2025

Don Harmon

District 39

Senate President, Illinois General Assembly



In January 2020, Don Harmon was first elected by his colleagues to serve as the 39th President of the Illinois Senate, vowing to lead a new era of ethical progress as the Senate works to rebuild trust in public service and rationalize state tax policy.

Harmon was almost immediately tasked with guiding the Senate through a global pandemic. He took steps to keep members, staff and their families safe, and he oversaw rule changes to ensure the Senate could convene remotely, allowing vital business to continue.

Harmon, an Oak Park native, was first elected to the Illinois Senate in the fall of 2002. He represents the 39th Senate District, which consists of Oak Park, parts of the city of Chicago, and other suburbs, including Addison, Bensenville and Franklin Park.

During his time in the General Assembly, he championed early childhood education, ethics reform, curbing gun violence, protecting civil rights and expanding voter access.

He also worked to protect Illinois' natural resources, promote renewable energy and enhancing economic opportunity for all.

Harmon was an early supporter of Preschool for All programs and sponsored the Illinois Early Learning Council.

In the Senate, he previously served as president pro tempore and chaired the influential Executive Committee.

One of his first moves as Senate President was to leave his private sector job at the prestigious law firm of Burke Burns & Pinelli in order to focus full-time on the Senate and his new leadership post.

Harmon has an undergraduate degree in English and economics from Knox College in Galesburg, Illinois and a law degree and MBA from the University of Chicago.
In addition, Harmon was a founding member of the Boat Drink Caucus band, a bipartisan group of lawmakers who set aside politics to perform at small venues across the state.

He and his wife, Teresa, are the parents of three children: Don, Frances and Margaret.

UNITED COUNTIES
COUNCIL *of* ILLINOIS

COUNTIES TOGETHER LEGISLATIVE BRIEFING

March 19, 2025

John Curran

District 41

Senate Minority Leader, Illinois General Assembly



John Curran is the Illinois Senate Minority Leader. He started his career in public service in the Cook County State's Attorney's Office in the late 1990's. He served 19 years as an Assistant State's Attorney, initially as a Prosecutor and eventually rising through the ranks to be Chief of the Special Litigation Division which encompassed the Labor & Employment, Torts & Civil Rights and Municipal Litigation Units in the Civil Actions Bureau.

Curran received his Juris Doctorate from Northern Illinois University College of Law, and a B.S. Degree from the University of Illinois at Urbana-Champaign, where he played four years of varsity Division 1 College Football for the Fighting Illini.

Curran has represented the 41st District in Illinois since 2017 and was unanimously elected by his peers to be the Illinois Senate Minority Leader in 2023. While in the General Assembly, Curran fought for better quality of life for Illinois residents and business owners alike. He advocated for tighter clean air regulations in the wake of the public health crisis in Willowbrook. He was an advocate for tighter ethics reforms on State officials, serving as Minority Spokesperson for the Senate Ethics Committee.

Prior to joining the General Assembly, Curran served on the DuPage County Board for three terms, first as a Board Member and later being elevated to the role of Vice-Chairman for the Board. While on the County Board, John led efforts to consolidate units of local government and initiated accountability controls on County government which ultimately led to more than $145 Million in savings for County taxpayers.

In addition to his legal work and public service, Curran remains active in his community. He sits on the Board of Directors for the Downers Grove Economic Development Corporation, whose mission is to help retain, expand and attract new businesses to the Village of Downers Grove. Curran has received numerous civic and philanthropic awards, including the Defender of the Innocence award from the Illinois Innocence Project.

Curran works as an attorney at a small boutique law firm where he focuses his practice on employment law. He lives in Downers Grove with his wife and four daughters.

UNITED COUNTIES
COUNCIL *of* ILLINOIS

ILLINOIS STATE ASSOCIATION OF COUNTIES
ISACo

COUNTIES TOGETHER LEGISLATIVE BRIEFING

March 19, 2025

Tony McCombie

District 89

House Republican Leader, Illinois General Assembly



Representative Tony McCombie is serving her fifth term as State Representative for Northwest Illinois and her second term as House Republican Leader. She made history as the first woman elected House Minority Leader in Illinois.

Before heading to Springfield, McCombie honed her leadership skills serving as an Alderperson and later as the Mayor of Savanna, Illinois.

A proud Savanna native, McCombie's roots run deep, though she moved around with her family due to her father's Army service, her family always found her way back home. She earned a Bachelor of Arts from Western Illinois University, focusing on Business and Sociology.
Her career path has been anything but boring—she's worked in the corporate world of banking and insurance, owned and operated several small businesses, and practiced real estate before stepping into the role as minority leader.

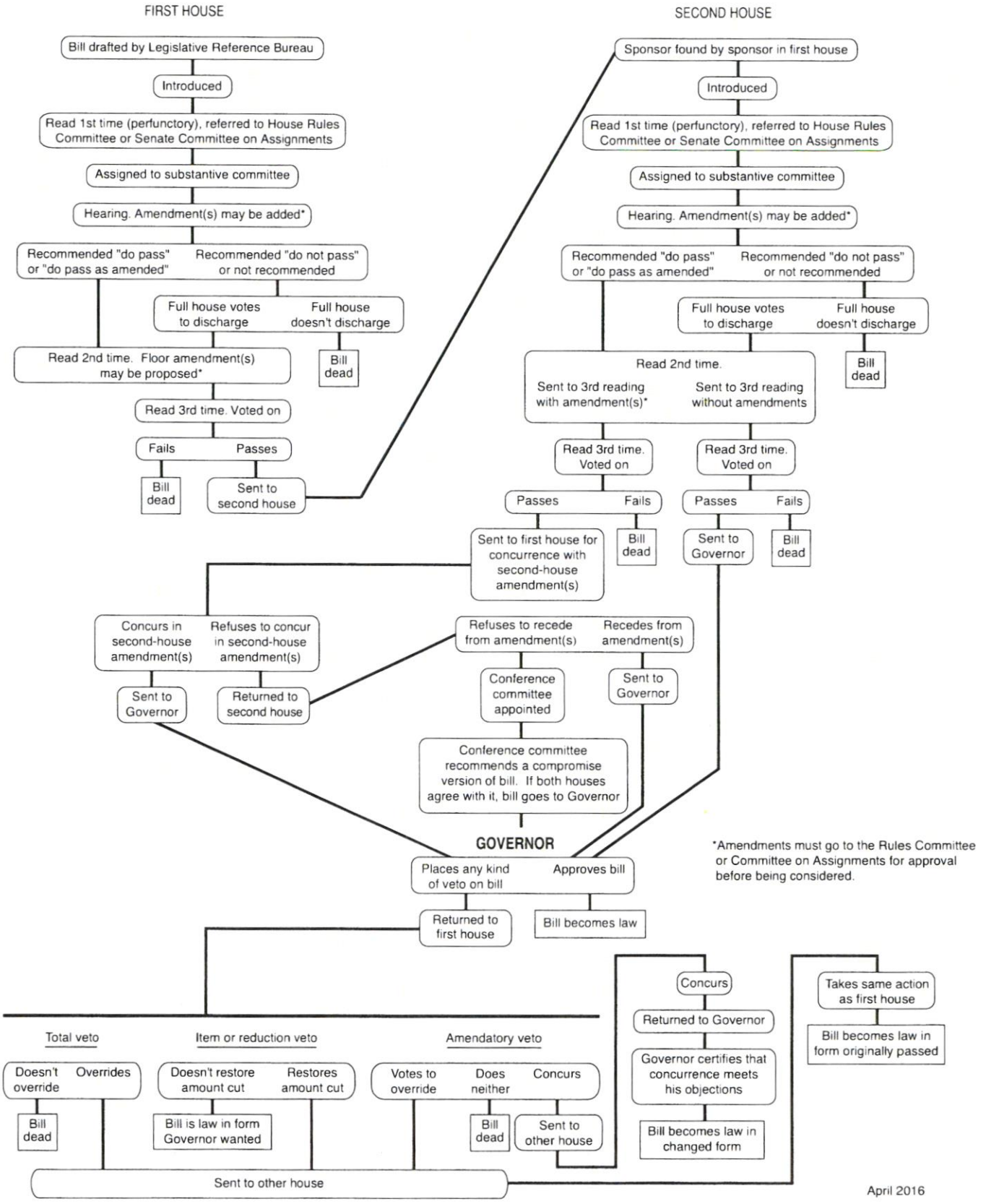
As a legislator, McCombie is focused on job creation, property tax relief, and holding government accountable. Since being elected in 2016, she has worked —logging tens of thousands of miles across her district to connect with residents and address their concerns firsthand.

McCombie has been married to her husband, Curt, for almost 20 years. Together, they embrace the great outdoors, spending time with family and friends in what she would argue is one of the most beautiful parts of the state.

ILLINOIS GENERAL ASSEMBLY

LEGISLATIVE RESEARCH UNIT

How A Bill Becomes Law in Illinois



April 2016

March 19, 2025

Wednesday

March 2025

Su	Mo	Tu	We	Th	Fr	Sa
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

April 2025

Su	Mo	Tu	We	Th	Fr	Sa
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

WEDNESDAY

19

← From Mar 17 — Springfield - ISACO — To Mar 20 →

7 AM

8

9

PUBLIC HEALTH

10

C. Pierog to meet with Representative Ness; ; 272-S Stratton Office Building, Springfiel

11

Rep. Moeller -EX: FW: Invitation: Meeting Request: Kane County Board Chair: Co

12 PM

1

EX: Meeting w/ Rep Ortiz
Nekya Hall
I'm pleased to share that we have scheduled a meeting with Rep. Aaron Ortiz, the new Ch.

2

C. Pierog to meet with Senator DeWitte; Stratton Building-B Section-1st Floor - Room (

3

C. Pierog to meet with Representative Hirschauer; 270-S Stratton Office Building, Sprir

4

C. Pierog to meet with Senator Holmes; ; Room 309 in the Capitol Building

5

6

Notes

Expedia

Stay in Springfield

Mar 17, 2025 - Mar 20, 2025

State House Inn

Expedia itinerary: 73036758628095

Reservation details

Booked

Check-in

Mon, Mar 17

3 PM

Check-out

Thu, Mar 20

11:00 AM

Check-in and special instructions

Check-in time starts at 3 PM

Check-in time ends at midnight

Minimum check-in age is: 21

Front desk staff will greet guests on arrival at the property. The credit card used to book the reservation must be presented by the cardholder at check-in along with matching photo identification. Other arrangements must be coordinated with the property prior to arrival. For any questions, please contact the property using the information on the booking confirmation.

Location

101 East Adams Street, Springfield, IL, 62701 United States of America

Room details
Two Double Beds

Reserved for

Corinne Pierog, 1 adult

Requests

Non-Smoking

Change and cancellation rules

Free cancellation until Mar 16 at 4:00pm (property local time)

If you cancel or change your plans, please cancel your reservation in accordance with the property's cancellation policies to avoid a no-show charge.

There is no charge for cancellations made before 4:00pm (property local time) on Mar 16, 2025.

Cancellations or changes made after 4:00pm (property local time) on Mar 16, 2025 or no-shows are subject to a property fee equal to the first night's rate plus taxes and fees.

Payment details

Room price	
Mon, Mar 17	$134.10
Tue, Mar 18	$134.10
Wed, Mar 19	$134.10
Taxes	$56.25
Other	
Booking Protection Plan	$17.58
Total	**$476.13**
Paid	$476.13 [Visa 6591]

Save:10%

Prices shown after $44.70 savings

Your One Key rewards

You'll earn $8.05 in OneKeyCash after this stay

Expedia support

Contact Expedia if you need help managing this itinerary.

STARBUCKS Store #8121
3200 E. Clear Lake
Springfield, IL (217) 525-7759

CHK 662793
03/18/2025 02:34 PM
XXX4738 Drawer: 1 Reg: 1

Cafe To Go
Order

Gr Ic Grn T Lem	4.25
Gr Cup Of Ice	0.00

Subtotal	4.25
Discounts	0.00
Tax 9.75%	0.41
Gratuity	1.00
Total	5.66
Change Due	**0.00**

Payments

Mastercard	5.66

XXXXXXXXXXXX8898
Card Entry: CHIP
Trans Type: SALE
App Label: Mastercard
Auth: 02146P
AID: A0000000041010
TVR: 0000008000
TSI: E800

Check Closed
03/18/2025 02:34 PM

Join our loyalty program
Starbucks Rewards®
Sign up for promotional emails
Visit Starbucks.com/rewards
Or download our app
At participating stores
Some restrictions apply

AUNT LOU'S SOUL FOOD
524 EAST MONROE
62701
(217) 717-1916
Dine In

Server: Nikki D. Mar 18 2025
Receipt: FXW3 08:06 PM

Order Items

Aunt Lou's Fried Fish Entreè	$17.99
Water	$0.00
Subtotal	$17.99
Sales Tax (9.75%)	$1.75
Surcharge	$0.59
Total	**$20.33**
Amount Due:	$20.33
Surcharge	$0.59
Amount Charged:	**$20.33**

MasterCard
Card #: **** 8898
Auth Code: 08516P

Approved

IMPORTANT – RETAIN FOR YOUR RECORDS

Customer Copy

auntlous.com

MOKA North Aurora - 24 S Lincolnway

24 S Lincolnway St
North Aurora, IL 60542
Phone (630) 299-3617

3/17/2025 5:42:54 PM
Order Id: AC273MT8ACLE
#42 - For Here
Employee: Caitlin

1 Triple Hot Latte	$5.19
Skim Milk	$0.00
1 Pump Orange	$0.25
1 Pump Orange	$0.25
Sub Total	$5.69
Sales Tax	$0.46
Order Total	$6.15
Cash	$10.00
Change Due	$3.85

--> Order Closed <--

Thank You!

STARBUCKS Store #8121
3200 E. Clear Lake
Springfield, IL (217) 525-7759

CHK 660881
03/18/2025 09:34 AM
XXX6815 Drawer: 1 Reg: 2

Drive Thru
Order

Gr Pike Place	2.95
Nonfat 1/2"	
Cinnamon Pwdr	
Spinach Feta Wrap	4.75
Cut In 1/2	
Subtotal	7.70
Discounts	0.00
Tax 9.75%	0.75
Total	8.45
Change Due	0.00

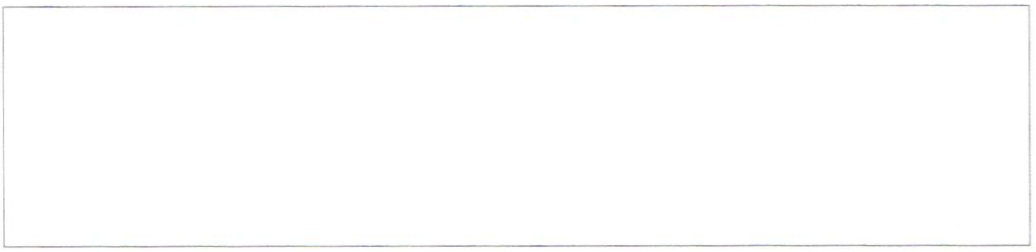
Payments

Mastercard	8.45
XXXXXXXXXXX8898	
Card Entry: CONTACTLESS	

bing maps

A 719 S Batavia Ave, Geneva, IL 60134
B 101 E Adams St, Springfield, IL 62701

3 hr 14 min , 214 miles
Light traffic
Via I-39 S, I-55 S
· Toll on route



A 719 S Batavia Ave, Geneva, IL 60134

↑	1.	Depart and head **northeast** on **Kane County Rd**	217 ft
↰	2.	Turn **left** to stay on **Kane County Rd**	285 ft
↰	3.	Turn **left** onto **IL-31 / S Batavia Ave**	1.2 mi
↱	4.	Turn **right** onto **W Fabyan Pkwy**	1.4 mi
↑	5.	Road name changes to **Fabyan Pkwy / County Hwy-8**	1.6 mi
↑	6.	Continue on **Fabyan Pkwy**	2.1 mi
↻	7.	At the roundabout, take the **1st** exit for **Main St / County Hwy-10**	3.5 mi
↰	8.	Turn **left** onto **IL-47 / State Route 47**	1.6 mi
88	9.	Take the ramp on the **right** for **I-88 West** and head toward **Moline / Rock Island** • *Toll road*	30.2 mi, 24 min
39	10.	At Exit **78B**, head **right** on the ramp for **I-39 / US-51 North** toward **Rockford** • *Toll road*	2.0 mi
↱	11.	At Exit **99**, head **right** on the ramp for **IL-38 / E State Route 38** toward **Rochelle**	0.4 mi
↰	12.	Turn **left** onto **IL-38 / E State Route 38**	0.3 mi

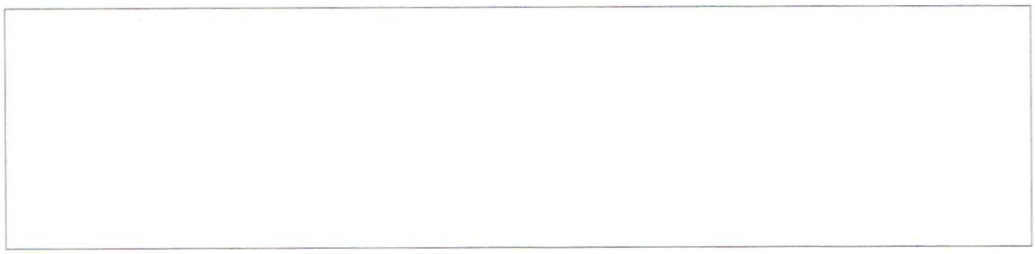
↰	13.	Turn **left** onto **I-39 S / US-51 S** toward **LaSalle-Peru / I-39 South / US-51 South**	0.3 mi
39	14.	Merge onto **I-39 S / US-51 S**	106.3 mi, 1 hr 27 min
55	15.	Take the ramp on the **right** for **I-55 South** and head toward **Saint Louis / Springfield**	59.5 mi, 49 min
↗	16.	At Exit **98B**, head on the ramp **right** and follow signs for **IL-97 West**	0.5 mi
↑	17.	Road name changes to **E Clear Lake Ave**	2.0 mi
↑	18.	Road name changes to **E Jefferson St**	0.3 mi
↑	19.	Keep **straight** to get onto **IL-97 / E Jefferson St**	0.5 mi
↰	20.	Turn **left** onto **N 2nd St**	413 ft
↑	21.	Road name changes to **S 2nd St**	413 ft
↱	22.	Turn **right** onto **E Adams St**	322 ft
	23.	Arrive at **E Adams St** The last intersection before your destination is S 2nd St If you reach S 1st St, you've gone too far	

B 101 E Adams St, Springfield, IL 62701

bing maps

A 101 E Adams St, Springfield, IL 62701
B 719 S Batavia Ave, Geneva, IL 60134

3 hr 26 min, 219 miles
Light traffic
Via I-55 N, I-39 N
· Toll on route



A 101 E Adams St, Springfield, IL 62701

↑	1.	Head **west** on **E Adams St** toward S 1st St	108 ft
↱	2.	Turn **right** onto **S 1st St**	410 ft
↑	3.	Road name changes to **N 1st St**	0.2 mi
↱	4.	Turn **right** onto **IL-97 / E Madison St**	0.6 mi
↑	5.	Keep **straight** to get onto **E Madison St**	0.1 mi
↑	6.	Road name changes to **E Jefferson St**	489 ft
↑	7.	Continue on **E Clear Lake Ave**	2.0 mi
↑	8.	Road name changes to **E Clear Lake Ave E**	0.3 mi
72	9.	Road name changes to **I-72 E**	299 ft
55	10.	Take the ramp on the **right** for **I-55 North** and head toward **Chicago** • *Expect lane restrictions for roadway improvement*	58.8 mi, 47 min
74	11.	Take the ramp on the **left** for **US-51 North** and head toward **Rockford**	7.7 mi
↑	12.	At Exit **164**, head **right** on the ramp for **I-39 / US-51 North** toward **Rockford** • *Expect lane restrictions for roadway improvement* • *Expect lane restrictions for roadway improvement*	94.4 mi, 1 hr 17 min

	13.	At Exit **93**, head **right** on the ramp for **Perry Rd / County Hwy-2** toward **Steward**	1.3 mi
	14.	Turn **right** onto **Steward Rd / County Hwy-8**	3.0 mi
	15.	Road name changes to **S Steward Rd / County Hwy-17**	0.5 mi
	16.	Turn **right** onto **E Ritchie Rd**	1.3 mi
	17.	Make a U-turn to stay on **E Ritchie Rd** • *U-Turns may not be allowed*	1.3 mi
	18.	Turn **right** onto **S Steward Rd / County Hwy-17**	269 ft
	19.	Road name changes to **S Steward Rd**	1.5 mi
	20.	Road name changes to **E Steward Rd**	0.5 mi
	21.	Turn **right** onto **IL-251 / State Route 251**	0.1 mi
	22.	Take the ramp on the **right** for **I-88 E** • *Toll road*	32.8 mi, 27 min
	23.	At Exit **109**, head on the ramp **right** and follow signs for **IL-47** • *Toll road*	0.4 mi
	24.	Turn **left** onto **IL-47 / State Route 47**	1.7 mi
	25.	Turn **right** onto **Main Street Rd / County Hwy-10**	3.5 mi
	26.	At the roundabout, take the **3rd** exit for **Fabyan Pkwy**	2.1 mi
	27.	Continue on **Fabyan Pkwy / County Hwy-8**	1.6 mi
	28.	Continue on **W Fabyan Pkwy**	1.4 mi
	29.	Turn **left** onto **IL-31 / S Batavia Ave**	1.2 mi
	30.	Turn **right** onto **Kane County Rd**	190 ft
	31.	Turn **right** to stay on **Kane County Rd**	466 ft

32.	Arrive at **Kane County Rd** on the right The last intersection before your destination is IL-31 / S 1st St

B 719 S Batavia Ave, Geneva, IL 60134

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 WB: Illinois 47

Exit Point

I-88 WB: I-39, U.S. 51 SB

Vehicle Class

Auto / Motorcycle (2 Axles

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
DeKalb Toll Plaza	$3.60
Plaza 66	
TOTAL	$3.60

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 EB: I-39, U.S. 51, Rockf

Exit Point

I-88 EB: Illinois 47

Vehicle Class

Auto / Motorcycle (2 Axles)

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
DeKalb Toll Plaza	$3.60
Plaza 66	
TOTAL	$3.60

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-519

APPROVING COUNTY BOARD PERSONAL EXPENSE VOUCHER REIMBURSEMENT REQUEST

WHEREAS, in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals and lodging of County Board Members and County Board Chairman must be approved by a roll call vote of the County Board; and

WHEREAS, such reimbursement requests should be advanced through the Finance and Budget Committee and Executive Committee before submission to the County Board for approval by roll call vote; and

WHEREAS, the following reimbursements have been requested, and applicable documentation is included for review:

Mileage	90.5 miles	$63.35
Tolls		$ 6.00
Parking		$47.00
		$116.35

NOW, THEREFORE, BE IT RESOLVED that the above requests for travel, meals and/or lodging are approved by roll call vote at the next applicable County Board meeting.

Passed by the Kane County Board on May 13, 2025.

_____
John A. Cunningham, MBA, JD, JD
Clerk, County Board
Kane County, Illinois

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

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving County Board Personal Expense Voucher Reimbursement Request

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

Contact:
Jane Tallitsch, 630.232.5931

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $116.35
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

Per Resolution 17-30, that amended the Kane County Financial Policy in accordance with the Local Government Travel Expense Control Act, 50 ILCS 150/1 et seq., all reimbursements for travel, meals, and lodging of County Board Members & County Board Chairman must be approved by a roll call vote at County Board.

Kane County
Personal Expense Voucher

First Name and Last Name: Corinne Pierog

Address: 467 S. Jefferson Street

City: Batavia State: IL Zip Code: 60510

ANY EXPENSES GREATER THAN 60 DAYS WILL NOT BE APPROVED.

Date (MM/DD/YYYY)	Description/Purpose	No of Miles	Mileage Reimb	Transprt	Lodging	Meals	Other
04/15/2025	Transforming Transit Summit	90.5	$63.35	$47.00			$6.00
	Total:	90.5	$63.35	$47.00			$6.00

Expense Total: $116.35

Signature

4/16/25
Current Date

Approved By

Current Date

I CERTIFY THAT THE ABOVE EXPENSES ARE CORRECT, AND WERE INCURRED FOR COUNTY BUSINESS. I FURTHER CERTIFY THAT, IF ANY ABOVE EXPENSES INVOLVED THE USE OF A MOTOR VEHICLE, I HAVE A VALID DRIVERS LICENSE FOR SAID USE AND HAVE INSURANCE IN THE AMOUNT REQUIRED BY KCC SECTION 2-72 AS AMENDED AND KC PERSONNEL POLICY HANDBOOK AS AMENDED.

Department

CHECKLIST

	Yes	No
Receipts and/or Agenda Attached?	☑	☐
Employee Home Address Included?	☑	☐
Employee Date and Sign?	☑	☐
Supervisor provide signature approval and date?	☑	☐
Account Number Correct?	☑	☐
Are Expenditures Greater than 60 Days?	☐	☑
Employees Address same?	☑	☐

Fund/Dept./Sub-Dept.

SUMMARY OF EXPENSES

		Project Code	Amount/Item
Conference/Meeting	53100		
Training Expense	53110		
Mileage Expense	53106	90.5	$63.35
Office Supplies	60000		
Operating Supplies	60010		
Parking	53106		$47.00
Tolls	53106		$6.00
		Expense Total	$116.35

Tallitsch, Jane

4/15/25 Noon – 5pm ✓

From: Pierog, Corinne
Sent: Thursday, April 3, 2025 7:49 AM
To: Tallitsch, Jane; Rickert, Tom; Tepe, Vern
Subject: Fwd: EX: Transit Summit-personal invite

Jane
Please confirm my attendance
Tom and Vern, I hope that you can join me.
Corinne
Sent from CPierog's cell phone

Begin forwarded message:

From: Leanne Redden <leanne.redden@rtachicago.org>
Date: April 2, 2025 at 1:42:09 PM CDT
To: "Pierog, Corinne" <CPierog@kanecoboard.org>
Subject: EX: Transit Summit-personal invite

Chair Pierog,

I'm writing to personally invite you to the **Transforming Transit Summit**, hosted by the Regional Transportation Authority (RTA) in partnership with CTA, Metra, and Pace, on **Tuesday, April 15**, from **noon to 5 p.m.** at the **Chicago Cultural Center**. **Register here.** If you cannot attend the entire summit, I ask you consider joining the core of the program from 12:30-2:30.

Our region's transit system is at a turning point. As you know, we face a looming fiscal cliff that, without legislative action this spring, could result in significant service cuts affecting communities across the region. At the same time, we have a once-in-a-generation opportunity to reimagine what public transportation can be—with more frequent, reliable, and integrated service that better meets the needs of riders today and in the future.

The summit will bring together a diverse group of stakeholders, including state legislators, local officials, business leaders, advocates, and riders. It will feature:

1. A conversation between myself and **WTTW's Nick Blumberg** on the current state of regional transit and what's possible moving forward
2. A national panel discussion with **WMATA CEO Randy Clarke** and **MTC Executive Director Andrew Fremier** from the San Francisco Bay area.
3. A panel featuring the executive directors from each of the Service Boards—CTA, Metra, and Pace— to discuss the future of service, coordination, and regional strategy
4. Interactive breakout sessions exploring how sustainable funding and meaningful reform can create a more efficient, equitable, and rider-focused transit system

We recently released a vision for what's possible with $1.5 billion in additional annual operating funding—**Transforming Transit**—and we want your input as we work to turn that vision into reality.

This is an invite-only event, and your participation is critical to ensure that the perspectives of county leaders are reflected in these conversations. If you are unable to attend, we welcome you to designate a senior staff member to participate on your behalf. Please RSVP today to reserve your spot, and feel free to reach out to Kyle Whitehead, kyle.whitehead@rtachicago.org, with any questions or to identify a designee.

I hope to see you there.

Leanne Redden
Executive Director
Regional Transportation Authority
175 W Jackson Blvd Suite 1550, Chicago, IL 60604
T 312-913-3221 M 312-907-0458 W rtachicago.org
Linkedin | Facebook | Twitter | Instagram

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eventbrite

Order #12151973753

Transforming Transit Summit



General Admission

Chicago Cultural Center, 78 East Washington Street, Chicago, IL 60602

Tuesday, April 15, 2025 from 12:00 PM to 5:00 PM (CDT)

Free Order

Order Information

Order #12151973753. Ordered by Cor**** Pie*** on April 3, 2025 8:41 AM

121519737531990445405300 1

Do you organize events?

Start selling in minutes with Eventbrite!
www.eventbrite.com

Millennium Garages

All City and County Taxes Included!

Millennium Park Garages

Grant Park North

25 North Michigan Avenue, Chicago, IL, 60602

Chicago, Illinois 60602

(312) 443-1533

Date:	3:33 PM 15 Apr 2025
Receipt #:	626844680
Ticket #:	11588363
Arrived:	11:59 AM 15 Apr 2025
Departed:	3:33 PM 15 Apr 2025
Total Duration:	3 hrs 34 mins
Parking Fee:	$47.00
Tax	$0.00
Total:	**$47.00**
Payment Method:	MC 7597

Powered By FLASH

Millennium Garages

All City and County Taxes Included!

Millennium Park Garages

Grant Park North

GPN South Entry

(312) 443-1533

Arrived:11:59 AM 15 Apr 2025

11588363

PAY FOR PARKING

Text PAY to (312) 516-4390

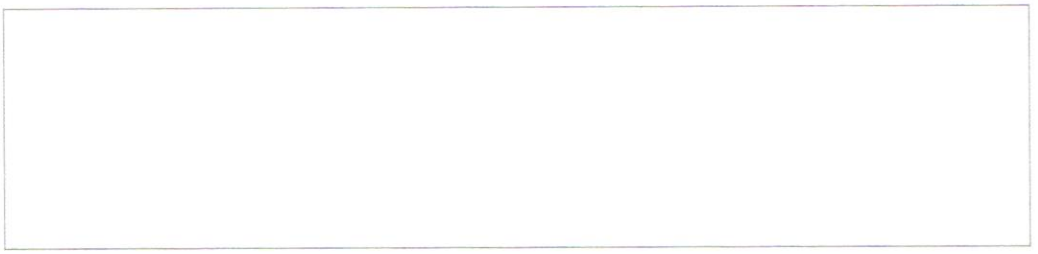
After payment you have 15 minutes to exit

Powered By FLASH

bing maps

A 719 S Batavia Ave, Geneva, IL 60134, United States
B 25 N Michigan Ave, Chicago, IL 60602, United States

1 hr 04 min, 45.5 miles
Moderate traffic (12 min delay)
Via I-88 E, I-290 E
· Toll on route



A 719 S Batavia Ave, Geneva, IL 60134, United States

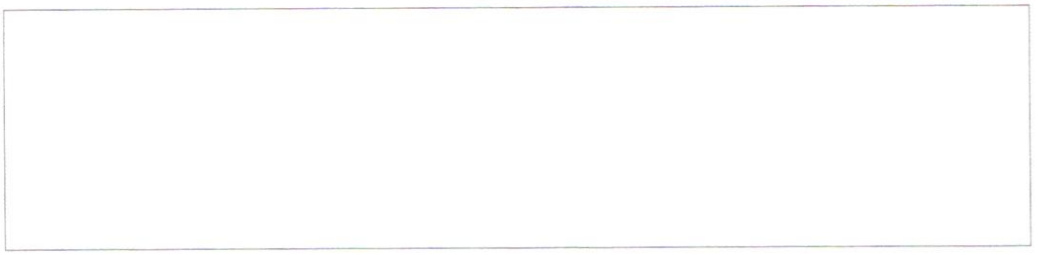
↑	1.	Depart and head **northeast** on **Kane County Rd**	217 ft
↰	2.	Turn **left** to stay on **Kane County Rd**	285 ft
↰	3.	Turn **left** onto **IL-31 / S Batavia Ave** Pass Shell on the left in 2.1 mi	6.2 mi
↱	4.	Turn **right** onto **IL-56** toward **Chicago / Dekalb-Iowa / Tollway / IL-56 West** • *Toll road*	0.1 mi
	5.	Take the ramp on the **right** for **I-88 East** and head toward **Chicago / East** • *Toll road*	24.0 mi, 20 min
	6.	Continue on **I-290 E**	14.1 mi, 26 min
↑	7.	Road name changes to **W Ida B. Wells Dr**	0.3 mi
↑	8.	Road name changes to **E Ida B. Wells Dr**	0.2 mi
↰	9.	Turn **left** onto **E Congress Plaza Dr**	0.1 mi
↱	10.	Turn **right** onto **S Michigan Ave**	0.3 mi
↑	11.	Keep **straight** to get onto **N Michigan Ave**	0.1 mi
	12.	Arrive at **N Michigan Ave** on the right The last intersection before your destination is S Michigan Ave If you reach E Washington St, you've gone too far	

B 25 N Michigan Ave, Chicago, IL 60602, United States

bing maps

A 25 N Michigan Ave, Chicago, IL 60602, United States
B 719 S Batavia Ave, Geneva, IL 60134, United States

57 min , 45.0 miles
Light traffic (4 min delay)
Via I-290 W, I-88 W
· Toll on route



A 25 N Michigan Ave, Chicago, IL 60602, United States

↑	1.	Head **north** on **N Michigan Ave** toward E Washington St	0.1 mi
↱	2.	Turn **right** onto **E Randolph St**	0.2 mi
↱	3.	Turn **right** onto **N Columbus Dr**	0.1 mi
↑	4.	Road name changes to **S Columbus Dr**	0.4 mi
↱	5.	Turn **right** onto **E Ida B. Wells Dr**	0.4 mi
↑	6.	Road name changes to **W Ida B. Wells Dr**	36 ft
↑	7.	Keep **straight** to get onto **W Ida B. Wells Dr**	0.3 mi
290	8.	Road name changes to **I-290 W**	14.0 mi, 16 min
290	9.	Bear **left** onto **I-88 W** • *Toll road*	21.3 mi, 18 min
↗	10.	At Exit **119B**, head on the ramp **right** and follow signs for **NORTH Farnsworth Ave** • *Toll road*	1.2 mi
↑	11.	Continue on **Kirk Rd**	2.8 mi
↑	12.	Road name changes to **N Kirk Rd**	1.0 mi
↰	13.	Turn **left** onto **E Fabyan Pkwy**	1.4 mi

↑	14.	Keep **straight** to get onto **Fabyan Pkwy**	0.4 mi
↱	15.	Turn **right** onto **IL-31 / S Batavia Ave**	1.2 mi
↱	16.	Turn **right** onto **Kane County Rd**	190 ft
↱	17.	Turn **right** to stay on **Kane County Rd**	466 ft
	18.	Arrive at **Kane County Rd** on the right The last intersection before your destination is IL-31 / S 1st St	

B **719 S Batavia Ave, Geneva, IL 60134, United States**

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 EB: Illinois 31

Exit Point

I-88 EB Exit: I-290

Vehicle Class

Auto / Motorcycle (2 Axles

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
Aurora Toll Plaza	$1.50
Meyers Road Toll Plaza	$1.50
TOTAL	$3.00

Illinois Tollway

Trip Calculator

Right-Click on map or use the drop down fields below to select your route.

Step 1

Entry Point

I-88 WB Entry: I-290

Exit Point

I-88 WB: Illinois 31

Vehicle Class

Auto / Motorcycle (2 Axles

Time

All Times

Step 2

GET ROUTE

CLEAR

PLAZA NAME	TOLL
York Road Toll Plaza	$1.50
Aurora Toll Plaza	$1.50
TOTAL	$3.00

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-522

AUTHORIZING INTERIM DIRECTOR OF WORKFORCE DEVELOPMENT

WHEREAS, the Office of Community Reinvestment includes Community Development Division and Workforce Development Division; and

WHEREAS, the Director of Community Reinvestment has resigned effective March 10, 2025; and

WHEREAS, pursuant to Kane County Code 2-48, the Kane County Board will conduct a search and selection for a new Director; and

WHEREAS, the Workforce Development Division requires management and staff supervision while the Director of Community Reinvestment position is vacant; and

WHEREAS, staff and grant management services are needed to minimize disruption to County programs and grants; and

WHEREAS, John Duguay is a qualified and experienced candidate to assist in the management of the Workforce Development Division during the absence of its director; and

WHEREAS, John Duguay is currently available on a contract basis as a temporary employee through MGT Impact Solutions; and

WHEREAS, the Chairman of the County Board and the Executive Director of Human Resources have evaluated John Duguay and recommends he be authorized to serve as Interim Director of the Workforce Development Division to perform the duties of Interim Director of Workforce Development until a permanent director is appointed.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that John Duguay is hereby authorized to perform duties of the Director of Workforce Development until a permanent director is appointed.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Authorizing Interim Director Of Workforce Development

Committee Flow:
Executive Committee, County Board

Contact:
Jamie Lobrillo, 630.208.3836

Budget Information:

Was this item budgeted? No	Appropriation Amount: N/A
If not budgeted, explain funding source:N/A	
Was this item passed through the appropriate committee?	

Summary:

This resolution appoints John Duguay to serve as Interim Director of Workforce Development since the Director of Community Reinvestment resigned effective March 10, 2025.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-540

APPROVING FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF KANE AND THE KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION

WHEREAS, by Resolution No. 24-413, the Kane County Board approved and authorized the Kane County Board Chairman to execute an agreement between the County of Kane and the Kane County Economic Development Corporation for funding of economic development purposes ("Agreement"); and

WHEREAS, it is necessary to amend the Agreement to modify the payment schedule and budget table; and

WHEREAS, this First Amendment to the Agreement, attached hereto, will not affect the total award amount awarded in Agreement.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board approves of First Amendment to the Agreement, attached hereto, and authorizes the Kane County Board Chairman to execute this First Amendment to the Agreement, with the final form subject to the review and advisement of the Kane County State's Attorney's Office.

Passed by the Kane County Board on May 13, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Approving the First Amendment to the Agreement Between the County of Kane and the Kane County Economic Development Corporation

Committee Flow:
Executive Committee, County Board

Contact:
Christopher Toth, (630) 232-3491

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $ N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? Yes	

Summary:

This resolution approves an amendment to the agreement between the County of Kane and the Kane County Economic Development Corporation (KCEDC) for funding of economic development by modifying the payment schedule and budget table as seen in Exhibit A.

These changes will allow the new organization more time to raise funds before paying bills and submitting them for reimbursement, while also allowing flexibility to spend within their allocated amounts without the restrictions of the categories in the original agreement. The amended agreement does not change the amount of ARPA funding already approved and allocated for the KCEDC by the Kane County Board.

FIRST AMENDMENT TO AGREEMENT BETWEEN COUNTY OF KANE AND THE KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION

This First Amendment to the Grant Agreement between County of Kane and the Kane County Economic Development Corporation ("FIRST AMENDMENT") is entered into and made effective the date of its final execution ("EFFECTIVE DATE") by and between the County of Kane ("COUNTY") and the Kane County Economic Development Corporation ("KCEDC").

RECITALS

WHEREAS, COUNTY and KCEDC entered into an Agreement, dated December 16, 2024 ("AGREEMENT"), to distribute a portion of County's State and Local Fiscal Recovery Funds to KCEDC to benefit the citizens of Kane County; and

WHEREAS, COUNTY and KCEDC desire to amend the AGREEMENT, pursuant to the terms and conditions of this FIRST AMENDMENT; and

WHEREAS, section 12 of the AGREEMENT allows amendment or modification by a written instrument executed by both Parties.

NOW, THEREFORE, for and in consideration of the mutual covenants and agreements contained herein, COUNTY and KCEDC hereby agree as follows**:**

AGREEMENTS

Section 1. **Incorporation; Definitions**. The foregoing preamble and recitals, including all terms defined therein, are hereby incorporated, and deemed a part of this FIRST AMENDMENT by this reference. All capitalized terms used but not defined in this AMENDMENT have the meanings as set forth in the AGREEMENT.

Section 2. **Amendments to Agreement**. As of the EFFECTIVE DATE, the AGREEMENT is hereby amended as follows:

(a) Payment Schedule. Section 5 (PAYMENT) is modified to replace the words "For the first 6 (six) months" with "For the first 18 (Eighteen) months" in the AGREEMENT.

(b) Exhibit A. The current Exhibit A in the AGREEMENT shall be deleted and replaced in its entirety with a new Exhibit A, which is attached hereto to this FIRST AMENDMENT and is incorporated herein by reference.

Section 3. **Miscellaneous**.

(a) Continuing Effect. Except as specifically provided in this FIRST AMENDMENT, the provisions of the AGREEMENT shall remain unchanged and in full force and

effect. In the event of a conflict between the AGREEMENT and this FIRST AMENDMENT, this FIRST AMENDMENT shall control.

(b) Headings. The headings, captions, and numbering system of this FIRST AMENDMENT are inserted only as a matter of convenience and may under no circumstances be considered in interpreting the provisions of this FIRST AMENDMENT.

(c) Counterparts. This FIRST AMENDMENT may be executed in separate counterparts, each of which shall be an original and all of which when taken together shall constitute one and the same instrument. This FIRST AMENDMENT becomes effective only upon execution and delivery thereof by all the parties hereto.

[*Signature Page Follows*]

IN WITNESS WHEREOF, COUNTY and KCEDC have executed this FIRST AMENDMENT to the AGREEMENT as of the EFFECTIVE DATE.

COUNTY OF KANE

BY:
PRINT NAME:
TITLE:
DATE:

KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION

BY:
PRINT NAME:
TITLE:
DATE:

Exhibit A – BUDGET/ELIGIBLE USES

KCEDC is authorized to spend the funds awarded under this AGREEMENT, in accordance with the terms of the AGREEMENT and the FIRST AMENDMENT, for the following uses:

Personnel
Salaries
Payroll Taxes
Benefits
Workers Compensation
Contractual Services
Legal
Audit
ED Consultants
IMEC Mfg. Program
Fundraising Feasibility and Campaign
Marketing Strategy, Logo, Branding, Website, Maintenance

Administrative
Office Rent
Utilities
FFE
Corporate Insurance
Software/Licenses

Economic Development Program
GCEP Membership
Marketing/Branding
Marketing – New Business
Business Retention/Exp.
Community Assistance
Minority Business Assistance
Government Relations
Meals & Meetings
Memberships
Special Studies/Analytics

Investor Relations
Investor Recruitment
Investor Retention
Annual Meeting
Annual Report
Investor Connections
Programs
Communications

Docusign Envelope ID: E4CC5877-9F9C-43EB-B1CC-7FF40AF0AA0F

AGREEMENT BETWEEN COUNTY OF KANE AND THE KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION

This agreement ("AGREEMENT") is effective December 16, 2024 and is entered into by and between the County of Kane, Illinois, a unit of local government organized and existing under the laws of the State of Illinois ("COUNTY") and the Kane County Economic Development Corporation, a not-for-profit corporation organized under the laws of the State of Illinois and Section 501(c)(6) of the Internal Revenue Code ("KCEDC"). The COUNTY and KCEDC are hereafter sometimes referred to individually as "Party" and collectively known herein as the "Parties".

RECITALS

WHEREAS, section 5-1005(3) of the Counties Code (55 ILCS 5/5-1005(3)) authorizes counties to make all contracts and do all other acts in relation to the property and concerns of the county necessary to the exercise of its corporate powers; and

WHEREAS, section 5-1005(21) of the Counties Code (55 ILCS 5/5-1005(21)) authorizes counties to appropriate and expend funds from the county treasury for economic development purposes, including the making of grants to any other governmental entity or commercial enterprise deemed necessary or desirable for the promotion of economic development in the county; and

WHEREAS, on March 11, 2021, the President of the United States signed into law the American Rescue Plan Act, Public Law 117-2 ("ARPA"); and

WHEREAS, through ARPA, the Congress of the United States appropriated funding, the Coronavirus State and Local Fiscal Recovery Funds ("SLFRF") to remain available through December 31, 2024, for making payments to metropolitan cities, nonentitlement units of local government, and counties to mitigate the fiscal effects stemming from the public health emergency with respect to COVID-19; and

WHEREAS, the Federal Award Identification Number ("FAIN") is SLFRP0243, the federal awarding agency is the United States Department of the Treasury ("Treasury Department"), and the Assistance Listing Number is 21.027; and

WHEREAS, the COUNTY qualified as an eligible unit of local government and received SLFRF on 5/18/2021; and

WHEREAS, in accordance with ARPA and rules promulgated by the Treasury Department, the COUNTY can use SLFRF to provide government services to the extent of the reduction in revenue due to the COVID-19 public health emergency

WHEREAS, by Resolution 24-170, the Kane County Board allocated $3,000,000 (Three Million Dollars) of State and Local Fiscal Recovery Funds to be used for traditional government

Docusign Envelope ID: E4CC5877-9F9C-43EB-B1CC-7FF40AF0AA0F

services and fund the planning and launch of a countywide economic development organization; and

WHEREAS, the COUNTY recognizes that the health, safety and general welfare of the people of Kane County are directly dependent on the continual encouragement, development, growth and expansion of business, industry and commerce within Kane County; and

WHEREAS, the COUNTY has participated with Kane County communities and business leaders to develop the Kane County Economic Development Strategic Plan for all of Kane County; and

WHEREAS, KCEDC will aggressively pursue an economic development program based on the Kane County Economic Development Strategic Plan that focuses on existing business retention and new business recruitment, attracting new jobs and investment and fostering an environment for innovation and entrepreneurship; and

WHEREAS, the Parties have prepared this AGREEMENT to govern the distribution of the grant funds identified above and to recognize the roles and responsibilities for each Party.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the Parties hereby agree as follows:

SECTION 1. RECITALS.

The above recitals are incorporated by reference and made substantive provisions of this AGREEMENT.

SECTION 2. PURPOSE.

The purpose of this AGREEMENT is to provide funding to the KCEDC for economic development purposes, as authorized by the Kane County Board through Resolution 24-170.

SECTION 3. RESPONSIBILITIES.

A. The COUNTY shall:

1. Recognize the KCEDC as the central focal point for economic development activities in Kane County; and

2. Pursuant to the terms and conditions set forth in this AGREEMENT, provide SLFRF to KCEDC in an amount not to exceed $2,752,653.50(Two Million Seven Hundred Fifty-Two Thousand Six Hundred Fifty-Three Dollars and Fifty Cents) for allowable economic development purposes.

B. The KCEDC shall:

Docusign Envelope ID: E4CC5877-9F9C-43EB-B1CC-7FF40AF0AA0F

1. Use the funds disbursed by the COUNTY exclusively for economic development purposes and in accordance with the terms and conditions of this AGREEMENT.

2. Comply with all applicable statutes, ordinances, and regulations in its use of the grant funds disbursed under this AGREEMENT. If it is determined by the COUNTY that any expenditure made with the SLFRF provided under this AGREEMENT is prohibited by law, then KCEDC will reimburse the COUNTY any amount that is determined to have been spent in violation of the law.

3. Through a financial investment campaign, secure additional program funding from private and public enterprises that are located in Kane County, do business in Kane County and/or benefit from a Kane County economic development program;

4. Direct resources to guide growth and to coordinate business development activities throughout the county and its 29 municipalities;

5. Establish a business retention and expansion program for existing Kane County companies.

6. Create a new business recruitment marketing program to attract new companies to Kane County in targeted business sectors that will invest in the county and create good paying jobs.

7. Maintain a Kane County data base of population, labor force, primary employers, workforce development programs, business assistance and incentive programs, economic indicators, educational facilities and community-based organizations committed, in part, for the promotion of a vibrant Kane County economy.

8. Provide the COUNTY quarterly updates on business retention and attraction, demographic and workforce trends and major developments throughout the county and other information requested from time to time by the COUNTY.

9. Support public policies and programs that foster business growth while preserving the high quality of life for Kane County residents

10. Serve as the COUNTY'S economic development representative for specific activities or projects as directed by the COUNTY.

SECTION 4. TERM.

This AGREEMENT shall be effective on the date of final execution and shall expire on November 30, 2026, unless terminated pursuant to this AGREEMENT. Any grant funds that are not expended by November 30, 2026 shall be returned to the COUNTY.

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SECTION 5. PAYMENT.

The COUNTY agrees to award an amount not to exceed $2,752,653.50(Two Million Seven Hundred Fifty-Two Thousand Six Hundred Fifty-Three Dollars and Fifty Cents) to KCEDC to be used exclusively for economic development purposes, in accordance with the budget set forth in **Exhibit A**, which is attached hereto and incorporated herein by reference. The COUNTY will provide payment according to the following schedule:

- For the first 6 (six) months after execution of this AGREEMENT, the Parties will coordinate payment on a working capital advance basis to cover KCEDC's estimated disbursement needs. During this period, the COUNTY will provide payment upon KCEDC's production of invoices for payment only for eligible costs outlined in Exhibit A.
- After that period, the COUNTY will provide payments in the form of reimbursements to the KCEDC to cover the eligible costs outlined in Exhibit A that have been incurred by the KCEDC. The COUNTY retains the right to require the KCEDC to present appropriate documentation in the form of receipts for eligible expenses.

KCEDC acknowledges that funding is subject to and contingent upon future budget appropriations by the Kane County Board.

The sole source of grant payments under this AGREEMENT shall be from the COUNTY's SLFRF. The COUNTY shall not be obligated to provide funding from any other source under this AGREEMENT. The COUNTY shall not be obligated to provide any grant funds in excess of the award amount under this AGREEMENT. The grant funds shall not be used for costs reimbursed or to be covered by other grants, insurance, State or federal sources, including but not limited to CARES Act programs, FEMA, and any other source of financial recovery from COVID-19.

SECTION 6. ELIGIBLE EXPENSES

KCEDC shall spend funds awarded under this AGREEMENT on allowable costs, as described below. KCEDC shall spend funds in accordance with 2 CFR Part 200, ARPA, the Final Rule, and current and future guidance issued by the Treasury Department for the use of SLFRF. For purposes of this AGREEMENT, KCEDC is authorized to spend the funds only for the purposes set forth in **Exhibit A**. **Exhibit A** contains a description of the components of KCEDC's program and the eligible uses of the funds. KCEDC agrees that the sole and exclusive decision as to whether or not KCEDC's use of funds is approved lies within the discretion of the COUNTY. KCEDC acknowledges and agrees that the COUNTY may deny the use of funds which, in the discretion of the COUNTY, is not a permitted use of SLFRF under ARPA, the Final Rule, and any current and future guidance issued by the Treasury Department. The COUNTY's approval of this AGREEMENT does not guarantee that KCEDC's use of the fund will ultimately be approved by the COUNTY, the Treasury Department, or the Office of the Inspector General. Any portion of the award that is not used for the purposes set forth in **Exhibit A** shall be repaid to the COUNTY.

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SECTION 7. INDEMNIFICATION.

KCEDC agrees to indemnify, save, and hold the COUNTY, its officers, agents, and employees harmless from any claims or causes of action, including attorney's fees incurred by the COUNTY, arising from the performance of this AGREEMENT by KCEDC, its officers, agents, or employees.

In the event that the Treasury Department or any other entity authorized by law audits the COUNTY'S disbursement of SLFRF and determines that the funds disbursed to KCEDC were used for purposes other than those permitted under ARPA or Treasury Department regulations, KCEDC agrees to indemnify the COUNTY and hold the COUNTY harmless against any and all liabilities, including judgments, costs, and reasonable counsel fees, related to the disbursement of SLFRF to KCEDC. KCEDC expressly agrees to reimburse the COUNTY for the cost of any penalty, fine, or judgment should the Treasury Department penalize the COUNTY for any improper disbursement of SLFRF under this AGREEMENT.

SECTION 8. AUDIT AND RECORDKEEPING.

KCEDC shall maintain all records and supporting documents relevant to this AGREEMENT for 5 (five) years after all SLFRF have been expended or returned to the Treasury Department by the COUNTY, or for 5 (five) years after December 31, 2026, whichever is later. KCEDC agrees to cooperate with the COUNTY and will ensure that it maintains such records to allow the COUNTY to comply with any and all recordkeeping requirements under federal or State law, or pursuant to any court order. COUNTY officers, employees, and agents, and Treasury Department agents and personnel, shall be given access to and may observe and inspect projects, activities, and work being performed with funds provided under this AGREEMENT. KCEDC shall comply with the Illinois

SECTION 9. REPORTING.

KCEDC agrees to submit the forms, certifications, and documentation as may be required by the COUNTY which document expenses for which grant funds are used or will be used under this AGREEMENT. The COUNTY may request ad-hoc reports and supporting documentation upon reasonable notice. The COUNTY may also request that KCEDC complies with audit requests made by the Treasury Department.

SECTION 10. TERMINATION.

This AGREEMENT may be terminated upon thirty (30) days' written notice to the other Party.

SECTION 11. INSURANCE.

KCEDC shall carry sufficient insurance coverage to protect all funds disbursed under this AGREEMENT from loss due to theft, fraud, and/or undue physical damage. Such insurance coverage shall be consistent with COUNTY requirements and shall be adequate to satisfy the indemnifications provisions as set forth in this AGREEMENT. Upon COUNTY request, KCEDC shall provide a Certificate of Insurance satisfactory to the requirements of the COUNTY.

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KCEDC shall also provide workers' compensation insurance coverage commensurate with statutory requirements for all of its employees involved in the performance of this AGREEMENT.

SECTION 12. AMENDMENT.

This AGREEMENT may only be amended or modified by a written instrument executed by both Parties.

SECTION 13. ASSIGNMENT.

Neither Party shall assign its rights or delegate its duties hereunder without the prior written consent of the other Party. All of the terms, provisions, covenants, conditions, and obligations of this AGREEMENT shall be binding on and inure to the benefit of the successors and assigns of the Parties hereto.

SECTION 14. ENTIRE AGREEMENT.

This AGREEMENT sets forth the entire understanding between the Parties with respect to the matters contemplated by this AGREEMENT and supersedes and replaces all prior and contemporaneous agreements and understandings, oral or written, with regard to these matters.

SECTION 15. NOTICES.

All notices required or permitted to be given under this AGREEMENT shall be in writing and shall be deemed received by the addressee thereof when delivered in person on a business day at the address set below:

COUNTY: Mark D. VanKerkhoff
Director, Kane County Development & Community Services Department
719 S. Batavia Avenue, Building A, 4th Floor
Geneva, Illinois 60134
vankerkhoffmark@kanecountyil.gov

KCEDC: Austin Dempsey
Chief Executive Officer
Batavia Enterprises
140 First Street, Batavia IL 60510

SECTION 16. SEVERABILITY.

If any provision of this AGREEMENT is held invalid, the remainder of the AGREEMENT shall not be affected thereby and all other parts of this AGREEMENT shall, nevertheless, be in full force and effect.

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SECTION 17. WAIVER.

The failure by either Party to exercise any right, power or privilege under the terms of this AGREEMENT will not be construed as a waiver of any subsequent or further exercise of that right, power or privilege or the exercise of any other right, power or privilege.

SECTION 18. GOVERNING LAW AND VENUE.

This AGREEMENT shall be governed by the construed according to the laws of the State of Illinois. Jurisdiction and venue shall be exclusively found in the 16th Judicial Circuit Court in the State of Illinois.

SECTION 19. CONFLICTS OF INTEREST.

KCEDC shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

SECTION 20. EQUAL EMPLOYMENT OPPORTUNITY.

KCEDC shall comply with the Illinois Human Rights Act (775 ILCS 5/1-101 *et seq.*) and any rules and regulations promulgated in accordance therewith, including, but not limited to, the Equal Employment Opportunity Clause (44 Ill. Adm. Code 750 Appendix A).

SECTION 21. COUNTERPARTS.

This AGREEMENT may be executed in any number of counterparts, all such counterparts taken together constituting but one and the same agreement.

SECTION 22. RELATIONSHIP OF PARTIES.

The Parties shall retain their respective rights, privileges, powers, and functions as autonomous entities.

Except as otherwise expressly provided in this AGREEMENT, no action taken by either Party, or by its officers, employees or agents, pursuant to this AGREEMENT, shall be deemed to constitute either Party as the employee, agent or representative of the other Party, or shall be construed to place the Parties in a relationship of partners, joint ventures, principal and agent, or employer and employee, or shall be deemed to confer upon either Party any express or implied power, right or

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authority to enter into any agreement or commitment, express or implied, or to incur any obligation or liability on behalf of the other Party.

SECTION 23. AUTHORITY.

COUNTY and KCEDC each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this AGREEMENT, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this AGREEMENT.

IN WITNESS WHEREOF, the Parties have executed this AGREEMENT on the date first written below.

COUNTY OF KANE

DocuSigned by:
BY: Corinne Pierog
62B70EBB0142429...
PRINT NAME: Corinne Pierog
TITLE: Kane County Board Chair
DATE: 12/16/2024 | 12:36 PM CST

KANE COUNTY ECONOMIC DEVELOPMENT CORPORATION

DocuSigned by:
BY: Austin Dempsey
40850B13D8DA460...
PRINT NAME: Austin Dempsey
TITLE: Chief Executive Officer
DATE: 12/13/2024 | 8:52 AM PST

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EXHIBIT A - BUDGET

The amounts allocated to each category may be adjusted in consultation with the COUNTY and as long the total amount expended does not exceed $2,752,653.50 (Two Million Seven Hundred Fifty-Two Thousand Six Hundred Fifty-Three Dollars and Fifty Cents).

ITEM	AMOUNT
Personnel	**$878,000.00**
Contractual Services	**$47,500.00**
Administrative	**$193,000.00**
Economic Development Programs	**$1,583,153.50**
Investor Relations	**$51,000.00**
TOTAL	**$2,752,653.50**

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

ORDINANCE NO. TMP-25-552

AN ORDINANCE PROVIDING FOR THE PAYMENT OF TOLL BRIDGE REVENUE BONDS (SALES TAX SUPPORTED), SERIES 2018, OF THE COUNTY OF KANE, ILLINOIS, IN ADVANCE OF MATURITY, AND AUTHORIZING AND DIRECTING THE EXECUTION OF AN ESCROW AGREEMENT IN CONNECTION THEREWITH

WHEREAS, The County of Kane, Illinois (the "County"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended; and

WHEREAS, the County has issued and has outstanding Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018 (the "Bonds"); and

WHEREAS, the Bonds were issued to finance the construction of the Longmeadow Parkway Bridge (the "Project"); and

WHEREAS, the County has received an additional grant in the amount of $12,500,000 from the State of Illinois for costs associated with the Project (the "Grant Funds"); and

WHEREAS, receipt of the Grant Funds was unexpected at the time the Bonds were issued; and

WHEREAS, the County Board of the County (the "County Board") hereby finds that it is advisable, necessary and in the best interests of the County to approve the use of the Grant Funds to reimburse Project expenditures, including Project expenditures paid with proceeds of the Bonds (the "Reimbursed Funds"); and

WHEREAS, the County Board hereby further finds that it is advisable, necessary and in the best interests of the County to apply the Reimbursed Funds to the payment of all of the outstanding Bonds described in the hereafter defined Escrow Agreement (the "Defeased Bonds") and related costs; and

WHEREAS, in accordance with their terms, all of the Defeased Bonds may be called for redemption in advance of their respective maturities, and the County Board hereby further finds that it is necessary and desirable to make such call for the redemption of the Defeased Bonds on their earliest possible call date and provide for the giving of proper notice to the registered owners of the Defeased Bonds; and

WHEREAS, in order to properly provide for the payment of the Defeased Bonds, the County Board hereby further finds that it is necessary to transfer the Grant Funds to Zions Bancorporation, National Association, as escrow agent (the "Escrow Agent"), pursuant to an escrow agreement, substantially in the form set forth herein (the "Agreement"), to be invested by the Escrow Agent, on behalf of the County, in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America, the principal of and interest on which will be used to pay the principal of and interest on the Defeased Bonds upon redemption prior to maturity; and

WHEREAS, the County Board hereby further finds that it is necessary that the Board authorize the form of Agreement with the Escrow Agent and direct the execution of the Agreement by officers of the County.

NOW, THEREFORE, BE IT ORDAINED BY THE County Board of the County of Kane, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Definitions. The words and terms used in this Ordinance shall have the definitions set forth for them in the form of Agreement provided herein, unless the context or use of same shall clearly indicate that another meaning is intended.

Section 3. The Funding of the Escrow. The County Treasurer is hereby authorized and directed to permanently transfer the Grant Funds to the Escrow Agent pursuant to the Escrow Agreement on the date of the Agreement (not later than November 30, 2025). Such funds shall be used and are hereby appropriated to acquire the Government Securities (as defined in the Agreement), to fund the costs incurred in connection with the execution and delivery of the Agreement and to provide a beginning cash deposit.

Section 4. Call of the Defeased Bonds. In accordance with the redemption provisions of the ordinance authorizing the issuance of the Bonds, the County, by the Board, does hereby make provision for the payment of and does hereby call the Defeased Bonds for redemption on December 15, 2028.

Section 5. Form and Authorization of Agreement. The Agreement and all the terms thereof, in the form provided hereby, are hereby approved, and the Chair of the Board and County Clerk are hereby authorized and directed to execute the Agreement in the name of the County. The Agreement shall be in substantially the following form:

Escrow Agreement

This Escrow Agreement, dated _____, 2025, by and between The County of Kane, Illinois (the *"County"*), and Zions Bancorporation, National Association, a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois (the *"Escrow Agent"*), in consideration of the mutual promises and agreements herein set forth:

W I T N E S S E T H:

Article I

Definitions

The following words and terms used in this Agreement shall have the following meanings unless the context or use clearly indicates another or different meaning:

Section 1.01. *"Agreement"* means this Agreement between the County and the Escrow Agent.

Section 1.02. *"Board"* means the County Board of the County.

Section 1.03. *"Bonds"* means the County's Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018.

Section 1.04. *"Code"* means Section 148 of the Internal Revenue Code of 1986, and all lawful regulations promulgated thereunder.

Section 1.05. *"Defeased Bonds"* means the following Bonds:

$9,320,000 Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, dated December 4, 2018, being all of the bonds outstanding from an issue in the original principal amount of $27,060,000, fully registered and without coupons, due or subject to mandatory redemption prior to maturity on December 15 of the years and in the amounts and bearing interest at the rates per annum as follows:

Year of Maturity	Principal Amount	Rate of Interest
2029	$295,000	5.000%
2030	305,000	5.000%
2031	325,000	5.000%
2032	340,000	5.000%
2033	355,000	5.000%
2034	375,000	5.000%
2035	395,000	5.000%
2036	415,000	4.000%
2037	430,000	4.000%
2038	445,000	4.125%
2039	465,000	4.250%
2040	485,000	4.250%
2041	500,000	4.250%
2042	525,000	4.250%
2043	550,000	4.250%
2044	575,000	4.250%
2045	595,000	4.250%
2046	620,000	4.250%
2047	650,000	4.250%
2048	675,000	4.250%

Section 1.06. *"County"* means The County of Kane, Illinois.

Section 1.07. *"Escrow Account"* means the trust account established under this Agreement by the deposit of the Government Securities and the beginning cash.

Section 1.08. *"Escrow Agent"* means Zions Bancorporation, National Association, a national banking association having trust powers, organized and operating under the laws of the United States of America, located in Chicago, Illinois, not individually but in the capacity for the uses and purposes hereinafter mentioned, or any successor thereto.

Section 1.09. *"Government Securities"* means the non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America as to principal and interest deposited hereunder as more particularly described in *Exhibit A* to this Agreement.

Section 1.10. "Indenture" means the Toll Bridge Trust Indenture, dated as of December 1, 2018, by and between the County and the Escrow Agent, securing the Defeased Bonds.

Section 1.11. "Ordinance" means the ordinance adopted on the 13th day of May, 2025, by the Board entitled:

An Ordinance providing for the payment of Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of The County of Kane, Illinois, in advance of maturity, and authorizing and directing the execution of an Escrow Agreement in connection therewith.

Section 1.12. *"Paying Agent"* means Zions Bancorporation, National Association, Chicago, Illinois, as trustee, bond registrar and paying agent for the Defeased Bonds.

Section 1.13. *"Treasurer"* means the County Treasurer of the County.

Article II

Creation of Escrow

Section 2.01. The County by the Ordinance has authorized the provision for payment of the Defeased Bonds by the deposit on demand and to purchase on behalf of the County the Government Securities. Such deposit and securities will provide all moneys necessary to pay the principal of and interest on the Defeased Bonds upon redemption prior to maturity.

Section 2.02. The County deposits $_____ from funds on hand and legally available for the purchase of the Government Securities and the funding of a beginning cash escrow deposit on demand in the amount of $_____. The beginning deposit and the Government Securities are held in an irrevocable trust fund account for the County to the benefit of the holders of the Defeased Bonds to pay the principal of and interest on the Defeased Bonds upon redemption prior to maturity. The Escrow Agent acknowledges that as a result of such deposit and purchase of Government Securities, considered together with funds now to the credit of the Interest Account and the Principal Account of the Toll Bridge Fund (each as defined and described in the Indenture, and the funds on deposit with Escrow Agent pursuant to an escrow agreement dated July 24, 2024, by and between the County and the Escrow Agent), the Bonds have been fully defeased pursuant to and in accordance with the provisions of Section 12.02 of the Indenture.

Section 2.03. The principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds to pay all interest on and all principal of the Defeased Bonds upon redemption prior to maturity.

Section 2.04. The Escrow Agent and the County have each received the report of Dunbar, Breitweiser & Company, LLP, Certified Public Accountants, Bloomington, Illinois,

attached hereto as *Exhibit B* (the *"Verification Report"*), that the principal of and income and profit to be received from the Government Securities, when paid at maturity, and the cash held in accordance with Section 2.02 hereof, will be sufficient, at all times pending the final payment of the Defeased Bonds, to pay all interest on and all principal of the Defeased Bonds upon redemption prior to maturity as evidenced by said Report.

Article III

Covenants of Escrow Agent

The Escrow Agent covenants and agrees with the County as follows:

Section 3.01. The Escrow Agent will hold the Government Securities and all interest income or profit derived therefrom and all uninvested cash in an irrevocable segregated and separate trust fund account for the sole and exclusive benefit of the holders of the Defeased Bonds until final payment thereof.

Section 3.02. The beginning cash escrow deposit shall not be invested by the Escrow Agent. Otherwise, the Escrow Agent will reinvest all available uninvested balances (rounded to an even $100) in the Escrow Account on deposit from time to time, whenever said balances exceed $1,000, and acknowledges that the schedule of amounts available for reinvestment appears in the cash flow tables in the Verification Report. Investments so made shall be in direct obligations of or obligations guaranteed by the full faith and credit of the United States of America or in money market mutual funds comprised solely of such obligations, and shall be scheduled to mature on or prior to the next succeeding interest payment date on the Defeased Bonds on which such proceeds will be needed to pay the principal of or interest on the Defeased Bonds.

The Escrow Agent shall hold balances not so invested in the Escrow Account on demand and in trust for the purposes hereof and shall secure same in accordance with applicable Illinois law for the securing of public funds.

Section 3.03. The Escrow Agent will take no action in the investment or securing of the proceeds of the Government Securities which would cause the Defeased Bonds to be classified as "arbitrage bonds" under the Code, *provided,* it shall be under no duty to affirmatively inquire whether the Government Securities as deposited are properly invested under said section; and, *provided, further,* it may rely on all specific directions in this Agreement in the investment or reinvestment of balances held hereunder.

Section 3.04. The Escrow Agent will promptly collect the principal, interest or profit from the Government Securities and promptly apply the same as necessary to the payment of principal and interest on the Defeased Bonds upon redemption prior to maturity as herein provided.

Section 3.05. The Escrow Agent will remit to the Paying Agent, in good funds on or before each principal or interest payment on the Defeased Bonds, moneys sufficient to pay such principal and interest as will meet the requirements for the retirement of the Defeased Bonds and such remittances shall fully release and discharge the Escrow Agent from any further duty or obligation thereto under this Agreement.

Section 3.06. The Escrow Agent will make no payment of fees, charges or expenses due or to become due, of the Paying Agent, and the County either paid such fees, charges and expenses in advance as set forth in Section 3.07 hereof or covenants to pay the same as they become due.

Section 3.07. The charges, fees and expenses of the Escrow Agent have been paid in advance, and all charges, fees or expenses of the Escrow Agent in carrying out any of the duties, terms or provisions of this Agreement shall be paid solely therefrom.

Section 3.08. The County has called the Defeased Bonds for redemption and payment prior to maturity on December 15, 2028. The Escrow Agent will cause the Paying Agent to provide for and give timely notice of the call for redemption of the Defeased Bonds. In the event the Escrow Agent determines that the Paying Agent will not give such timely notice, the Escrow Agent will give such notice. The form and time of the giving of such notice regarding the Defeased Bonds shall be as specified in the ordinance authorizing the issuance of the Bonds. The County shall reimburse the Escrow Agent for any actual out of pocket expenses incurred in the giving of such notice, but the failure of the County to make such payment shall not in any respect whatsoever relieve the Escrow Agent from carrying out any of the duties, terms or provisions of this Agreement.

The Escrow Agent shall also cause the Paying Agent to give notice of the call of the Defeased Bonds, on or before the date the notice of such redemption is given to the holders of the Defeased Bonds, to the Municipal Securities Rulemaking Board (the *"MSRB"*) through its Electronic Municipal Market Access system for municipal securities disclosure or through any other electronic format or system prescribed by the MSRB for purposes of Rule 15c2-12 adopted by the Securities and Exchange Commission under the Securities Exchange Act of 1934, as amended. Information with respect to procedures for submitting notice can be found at https://msrb.org.

Section 3.09. The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charge against the amount of any such judgment, decree or recovery.

Section 3.10. The Escrow Agent may in good faith buy, sell or hold and deal in any of the Defeased Bonds.

Section 3.11. The Escrow Agent will submit to the Treasurer a statement within forty-five (45) days after June 16 and December 16 of each calendar year, commencing _____ 16, 2025, itemizing all moneys received by it and all payments made by it under the provisions of this Agreement during the preceding six (6) month period (or, for the first period, from the date hereof to _____ 16, 2025), and also listing the Government Securities on deposit therewith on the date of said report, including all moneys held by it received as interest on or profit from the collection of the Government Securities.

Section 3.12. If at any time it shall appear to the Escrow Agent that the available proceeds of the Government Securities and deposits on demand in the Escrow Account will not be sufficient to make any payment due to the holders of any of the Defeased Bonds, the Escrow Agent shall notify the Treasurer and the Board, not less than five (5) days prior to such date, and the County agrees that it will from any funds legally available for such purpose

make up the anticipated deficit so that no default in the making of any such payment will occur.

Article IV

Covenants of County

The County covenants and agrees with the Escrow Agent as follows:

Section 4.01. The Escrow Agent shall have no responsibility or liability whatsoever for (a) any of the recitals of the County herein, (b) the performance of or compliance with any covenant, condition, term or provision of the Ordinance, and (c) any undertaking or statement of the County hereunder or under the Ordinance.

Section 4.02. All payments to be made by, and all acts and duties required to be done by, the Escrow Agent under the terms and provisions of this Agreement, shall be made and done by the Escrow Agent without any further direction or authority of the County or the Treasurer.

Article V

Amendments, Reinvestment of Funds, Irrevocability of Agreement

Section 5.01. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Escrow Agent hereunder shall be irrevocable and shall not be subject to amendment by the Escrow Agent and shall be binding on any successor to the Escrow Agent during the term of this Agreement.

Section 5.02. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the County hereunder shall be irrevocable and shall not be subject to amendment by the County and shall be binding on any successor to the officials now comprising the Board during the term of this Agreement.

Section 5.03. Except as provided in Section 5.04 hereof, all of the rights, powers, duties and obligations of the Treasurer hereunder shall be irrevocable and shall not be subject to amendment by the Treasurer and shall be binding on any successor to said official now in office during the term of this Agreement.

Section 5.04. This Agreement may be amended or supplemented, and the Government Securities or any portion thereof may be sold, redeemed, invested or reinvested, in any manner provided (any such amendment, supplement, or direction to sell, redeem, invest or reinvest to be referred to as a *"Subsequent Action"*), upon submission to the Escrow Agent of each of the following:

(1) Certified copy of proceedings of the Board authorizing the Subsequent Action and copy of the document effecting the Subsequent Action signed by duly designated officers of the County.

(2) An opinion of nationally recognized bond counsel or tax counsel nationally recognized as having an expertise in the area of tax-exempt municipal bonds that the Subsequent Action has been duly authorized by the Board and will not adversely affect the tax-exempt status of the interest on the Bonds nor violate the covenants of the County not to cause the Bonds to become "arbitrage bonds" under the Code, and that the Subsequent Action does not materially adversely affect the legal rights of the holders of the Defeased

Bonds.

(3) An opinion of a firm of nationally recognized independent certified public accountants that the amounts (which will consist of cash or deposits on demand held in trust or receipts from non-callable direct obligations of or non-callable obligations guaranteed by the full faith and credit of the United States of America, all of which shall be held hereunder) available or to be available for payment of the Defeased Bonds will remain sufficient to pay when due and upon redemption prior to maturity all principal and interest on the Defeased Bonds after the taking of the Subsequent Action.

Article VI

Merger, Consolidation or Resignation of Escrow Agent

Any banking association or corporation into which the Escrow Agent may be merged, converted or with which the Escrow Agent may be consolidated, or any corporation resulting from any merger, conversion or consolidation to which the Escrow Agent shall be a party, or any banking association or corporation to which all or substantially all of the corporate trust business of the Escrow Agent shall be transferred, shall succeed to all the Escrow Agent's rights, obligations and immunities hereunder without the execution or filing of any paper or any further act on the part of any of the parties hereto, anything herein to the contrary notwithstanding. The Escrow Agent may at any time resign as Escrow Agent under this Agreement by giving 30 days' written notice to the County, and such resignation shall take effect upon the appointment of a successor Escrow Agent by the County. The County may select as successor Escrow Agent any financial institution with capital, surplus and undivided profits of at least $75,000,000 and having a corporate trust office within the State of Illinois, and which is authorized to maintain trust accounts for municipal corporations in Illinois under applicable law.

Article VII

Notices to the County, the Treasurer and the Escrow Agent

Section 7.01. All notices and communications to the County and the Board shall be addressed in writing to: County Board, The County of Kane, Kane County Government Center, 719 South Batavia Avenue, Building A, Geneva, Illinois 60134.

Section 7.02. All notices and communications to the Treasurer shall be addressed in writing to: County Treasurer, The County of Kane, Kane, Kane County Government Center, 719 South Batavia Avenue, Building A, Geneva, Illinois 60134.

Section 7.03. All notices and communications to the Escrow Agent shall be addressed in writing to: Zions Bancorporation, National Association, 111 West Washington Street, Suite 1860, Chicago, Illinois 60602.

Article VIII

Termination of Agreement

Section 8.01. That, upon final disbursement of funds sufficient to pay the principal and interest of the Defeased Bonds as hereinabove provided for, the Escrow Agent will transfer any balance remaining in the Escrow Account to the Treasurer with due notice

thereof mailed to the Board, and thereupon this Agreement shall terminate.

Article IX

Counterparts

Section 9.01. This Agreement may be executed in counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

In Witness Whereof, The County of Kane, Illinois, has caused this Agreement to be signed in its name by the Chair of the Board and to be attested by the County Clerk of the County; and Zions Bancorporation, National Association, Chicago, Illinois, not individually, but in the capacity as hereinabove described, has caused this Agreement to be signed in its corporate name by one of its officers and attested by one of its officers under its corporate seal hereunto affixed, all as of the date of this Agreement.

The County of Kane, Illinois

By_____
Chair, County Board
Attest:

_____
County Clerk

Zions Bancorporation, National Association,
Chicago, Illinois

By_____
Its_____
Attest:

_____
Its_____

[Bank Seal]

This Escrow Agreement received and acknowledged by me as of the date of this Agreement.

_____
County Treasurer

Exhibit A

Government Securities

Exhibit B

Verification Report

Section 6.Purchase of the Government Securities. The Escrow Agent is hereby authorized to act as agent for the County in the purchase of the Government Securities described and set forth in the Escrow Agreement, and a bidding agent may be used to conduct the bidding of the Government Securities.

Section 7.Severability. If any section, paragraph, clause or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

[Remainder of page intentionally left blank]

Section 8.Repealer and Effective Date. All ordinances, resolutions or parts thereof in conflict herewith be and the same are hereby repealed and that this Ordinance shall be in full force and effect forthwith upon its adoption.

Adopted by the County Board of The County of Kane, Illinois, this 13th day of May, 2025.

_____	_____
John A. Cunningham, MBA, JD, JD	Corinne M. Pierog MA, MBA
Clerk, County Board	Chairman, County Board
Kane County, Illinois	Kane County, Illinois

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

An Ordinance Providing for the Payment of Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of the County of Kane, Illinois, in Advance of Maturity, and Authorizing and Directing the Execution of an Escrow Agreement in Connection Therewith

Committee Flow:
Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

This Ordinance provides for the payment of additional monies for the payment of the Longmeadow Toll Bridge Revenue Bonds, and fully defease the debt.

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

RESOLUTION NO. TMP-25-550

EMERGENCY APPROPRIATION FOR BUDGET AMENDMENTS RELATED TO THE REIMBURSEMENT OF GRANT FUNDS, TRANSFER OF MONIES TO LONGMEADOW DEBT SERVICE FUNDS, AND PAYMENT TO THE ESCROW AGENT FOR DEFEASANCE OF THE LONGMEADOW TOLL BRIDGE REVENUE BONDS

WHEREAS, Ordinance 24-057 provided for the payment of toll bridge revenue bonds, series 2018, of the County of Kane, Illinois, in advance of maturity, and authorized and directed the execution of an escrow agreement in connection therewith; and

WHEREAS, the County received a $17,500,000 grant into Fund #515 Longmeadow Bond Construction Fund, from the State of Illinois Department of Commerce and Economic Opportunity (DCEO) that provided reimbursement for a portion of the Longmeadow Parkway bridge construction costs and with interest of $612,916.62 resulted in a transfer to the escrow agent of $18,112,916.62 for a partial defeasance of the Longmeadow Toll Bridge Revenue Bonds (The Bonds); and

WHEREAS, the County has also received a second grant from DCEO of $12,500,000, from which additional monies will be transferred to the escrow agent to defease the remaining Bonds; and

WHEREAS, the FY 2025 budgets for Fund #515 Longmeadow Bond Construction, Fund #305 RTA Transportation Sales Tax, Fund #558 North Impact Fee, Fund #624 Longmeadow Debt Service, and Fund #625 Longmeadow Debt Service - Capitalized Interest require appropriation adjustments to reflect the receipt of the $12.5 million grant into special revenue and capital projects funds, the transfer to debt service funds, and the payment to the escrow agent.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board by the Kane County Board that the following appropriation adjustments to the FY25 budget be authorized.

Amount	Account Number	Description
$7,922,827.35	305.520.000.37151	KDOT Service Reimbursement - State
$7,922,827.35	305.520.527.99624	Transfer to Longmeadow Debt Serv Fd 624
($11,566,794.57)	515.520.000.37151	KDOT Service Reimbursement - State
($12,500,000.00)	515.520.530.88980	Transfer to Escrow Agent
($933,205.43)	515.520.530.99624	Transfer to Longmeadow Debt Serv Fd 624
$3,643,967.22	558.520.000.37151	KDOT Service Reimbursement - State
$3,643,967.22	558.520.558.99624	Transfer to Longmeadow Debt Serv Fd 624
$7,922,827.35	624.760.000.39305	Transfer from RTA Transp Sales Tax Fd
$933,205.43	624.760.000.39515	Transfer from Longmeadow Bond Const Fd

$3,643,967.22	624.760.000.39558	Transfer from North Impact Fee Fd
$12,500,000.00	624.760.768.80000	Bond Principal
$10,000.00	625.760.769.99624	Transfer to Longmeadow Debt Serv Fd 624
$10,000.00	625.760.000.39900	Fund Balance Utilization
$10,000.00	624.760.000.39625	Transfer from Longmeadow Debt Serv Fd 625
$10,000.00	624.760.738.80000	Bond Principal

NOW, THEREFORE, BE IT FURTHER RESOLVED that subsequent to the actual transfers and payments to the escrow agent that Fund #515 Longmeadow Bond Construction, Fund #624 Longmeadow Debt Service, and Fund #625 Longmeadow Debt Service - Capitalized Interest, be closed.

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

Passed by the Kane County Board on May 13, 2025.

_____ _____

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

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

Vote:

RESOLUTION / ORDINANCE EXECUTIVE SUMMARY ADDENDUM

Title

Emergency Appropriation for Budget Amendments Related to the Reimbursement of Grant Funds, Transfer of Monies to Longmeadow Debt Service Funds, and Payment to the Escrow Agent for Defeasance of the Longmeadow Toll Bridge Revenue Bonds

Committee Flow:
Executive Committee, County Board

Contact:
Kathleen Hopkinson, 630.208.5132

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: $N/A
If not budgeted, explain funding source: N/A	
Was this item passed through the appropriate committee? No	

Summary:

The 2025 Budget included amounts budgeted for the reimbursement of the $12.5 million grants from the Illinois Department of Commerce and Economic Opportunity and payments to the Escrow Agent utilizing Fund 515. This resolution requests the following:

- Budget amendments to reallocate the reimbursement across three funds – Fund 305, 515, and 558, rather than just Fund 515 – based on further analysis of Longmeadow Bridge expenditures
- Requires Funds 305, 515, and 558 to transfer the appropriate monies necessary for funding the escrow agent to Fund 624, a Debt Service Fund, which is more properly the fund to be used to pay the escrow agent
- Requires any remaining funds in Fund 625 - Longmeadow Debt Service – Capitalized Interest to be closed out to Fund 624 – Longmeadow Debt Service
- Requests the closing of Funds 515 – Longmeadow Bond Construction, 624 – Longmeadow Debt Service, and 625 - Longmeadow Debt Service, which will no longer be required as the Toll Revenue Bond debt will have been defeased

COUNTY OF KANE

Kane County
Finance Department
Kathleen Hopkinson
Executive Director

Kane County Government Center
Building A
719 Batavia Avenue
Geneva, Illinois 60134
(630) 208-5132
hopkinsonkathleen@kanecountyil.gov

Emergency Appropriation and/or Budget Transfer Request Form

Department Name	Finance Department
Date	April 30, 2025
Fund	General Fund
Category (*Personnel Services, Contractual Services, Commodities, or Capital*)	Emergency Appropriation and Budget Amendments
Increase or Decrease	Increase/Decrease
Amount	Funds 305, 515, 558, 624, and 625

Requested Emergency Appropriation and/or Budget Transfer Description and Rationale (please also attach draft resolution)

The 2025 Budget included amounts budgeted for the reimbursement of the $12.5 million grants from the Illinois Department of Commerce and Economic Opportunity and payments to the Escrow Agent utilizing Fund 515. This resolution requests the following:

- Budget amendments to reallocate the reimbursement across three funds – Fund 305, 515, and 558, rather than just Fund 515 – based on further analysis of Longmeadow Bridge expenditures
- Requires Funds 305, 515, and 558 to transfer the appropriate monies necessary for funding the escrow agent to Fund 624, a Debt Service Fund, which is more properly the fund to be used to pay the escrow agent
- Requires any remaining funds in Fund 625 - Longmeadow Debt Service – Capitalized Interest to be closed out to Fund 624 – Longmeadow Debt Service
- Requests the closing of Funds 515 – Longmeadow Bond Construction, 624 – Longmeadow Debt Service, and 625 - Longmeadow Debt Service, which will no longer be required as the Toll Revenue Bond debt will have been defeased

Submitted by
Signature of Elected Official or Department Executive Director

_____ Date_____

Category	Account	Approved Budget	Debit	Credit
KDOT Service Reimbursement – State	305.520.000.37151			$7,922,827.35
Transfer to Longmeadow Debt Serv Fd 624	305.520.527.99624		$7,922,827.35	
KDOT Service Reimbursement – State	515.520.000.37151		$11,566,794.57	
Transfer to Escrow Agent	515.520.530.88980			$12,500,000.00
Transfer to Longmeadow Debt Serv Fd 624	515.520.530.99624		$933,205.43	

KDOT Service Reimbursement – State	558.520.000.37151			$3,643,967.22
Transfer to Longmeadow Debt Serv Fd 624	558.520.558.99624		$3,643,967.22	
Transfer from RTA Transp Sales Tax Fd	624.760.000.39305			$7,922,827.35
Transfer from Longmeadow Bond Const Fd	624.760.000.39515			$933,205.43
Transfer from North Impact Fee Fd	624.760.000.39558			$3,643,967.22
Bond Principal	624.760.768.80000		$12,500,000.00	
Transfer to Longmeadow Debt Serv Fd 624	625.760.769.99624		$10,000.00	
Fund Balance Utilization	625.760.000.39900			$10,000.00
Transfer fr Longmeadow Debt Serv Fd 625	624.760.000.39625			$10,000.00
Bond Principal	624.760.768.80000		$10,000.00	

Reviewed by

Emergency Appropriation has been reviewed by Finance Department

Executive Director Kathleen A Hopkinson Date 4-30-25

STATE OF ILLINOIS)
SS.
COUNTY OF KANE)

PRESENTATION/DISCUSSION NO. TMP-25-541

ABOLISHING TOWNSHIP GOVERNMENT CONFERENCE OVERVIEW

Legal Perspective: What We Can Learn From Past Attempts To Abolish Township Government

Local Government
Consolidation Conference
Tuesday, March 18, 2025

Presented By:
Kevin L. Sterk
Ancel Glink, P.C.

Introduction

- Why is consolidation still such a pressing issue?
- What are the current laws regarding consolidation?
- Can we avoid consolidation? Should we?
- Pending Legislation
  - SB 2504
  - SB 2217
  - HB 2515

Governmental Consolidation

- 2022 Census of Governments
  - 90,075 local governments across the United States
  - Illinois has 6,930 units of local government
  - Pennsylvania has 4,830 units of local government
  - Texas has 5,343 units of local government
  - Illinois has 1,426 townships
  - 85 of Illinois' 102 counties have township governments
  - Illinois has 3,227 special districts

Why is consolidation in the forefront?

- The property tax crisis is subjecting taxing bodies to more scrutiny
- Illinois has more taxing bodies than any state in the nation
- State officials do not have to account for their actions if they can shift the focus to local governments

Why???

- Why does Illinois have so many different units of local government?

1870 Illinois Constitution

- Placed severe restrictions on borrowing and spending powers of local government
  - Railroad regulation
  - Rebuilding after Civil War

1870 Illinois Constitution

- Banned municipal debt in excess of 5% of the municipality's assessed valuation
- Imposed a limitation on counties' ability to collect taxes

1870 Illinois Constitution

- Illinois had substantial population growth in 20th century
- Communities required more public services than they could fund
- Lawmakers authorized special districts by severing services from overwhelmed municipalities, counties and townships

1870 Constitution

- School districts, library districts, park districts, mosquito abatement…
- Special districts allowed communities to satisfy growing demand for services within the state's expenditure and debt limits.

1970 Illinois Constitution

- **Illinois has had laws permitting townships to be abolished on the books since 1970.**

- **Article VII, Section 5 of the 1970 Constitution:**

  "Townships may be consolidated or merged, and one or more townships may be dissolved or divided, when approved by referendum in each township affected. All townships in a county may be dissolved when approved by a referendum in the total area in which township officers are elected."

Two reasons townships have not been abolished under this provision

1. **Article VII, Section 12 of the Constitution.**

   IMPLEMENTATION OF GOVERNMENTAL CHANGES The General Assembly shall provide by law for the transfer of assets, powers and functions, and for the payment of outstanding debt in connection with the formation, consolidation, merger, division, dissolution and change in the boundaries of units of local government.

- **Until recently, the General Assembly hadn't done this.**

Two reasons townships have not been abolished under this provision

2. Conflicting laws

   A. The Election Code sets signature requirements for petitions for Constitutional referenda, but also says to look at the specific statute.

   B. The Township Code has different signature requirements than the Election Code.

Attempts to abolish township government

- Have always been out there!
- Viability of township government was questioned and challenged frequently from 1940 on
- TOI has been a powerful defender of townships

1988 – law challenged + referendum attempts

- In 1988, Pat Quinn's Coalition for Political Honesty had citizens challenge the signature requirements in federal court and tried to resolve some of these issues - failed
- 1988 - Gallatin County – Voters voted it down
- 1990 - Township Study Group "TSG" – Anti-township watchdog group – could not get the question on the ballot
- 1990 – 1994 Attempts every election year to put the question on various ballots – mostly in Rock Island County and McHenry County

1994 – McHenry County

- Question of abolishing all townships was on the ballot throughout the County
- Failed in all 17 townships by 3 – 1 margin countywide.

1995 - 1999

- Send Township Officials Packing “STOP”
- Many failed attempts to get township referenda on the ballot
- Failed referenda
- Peaked in 1996, by 2000 ceased to exist

Richardson v. Rock Island County Officers Electoral Board

- Michael Richardson filed a petition to put the question on the ballot for November 1996 election to determine whether township government should be dissolved in Rock Island County
- Electoral board found he did not have enough signatures

Richardson v. Rock Island

- On reconsideration, circuit court permitted question on ballot
- Appellate court stayed circuit court order; election occurred without question on ballot
- In 1997, IL Supreme Court said question was moot because election had already occurred.

Legislative Response

- **While the Constitution requires only a simple majority vote to dissolve a township, the General Assembly passed a bill requiring a supermajority vote in a countywide referendum.**

2011

To shift focus away from State woes, with momentum from former Governor Pat Quinn, the General Assembly passes...

- **The Local Government Consolidation Commission Act of 2011, 20 ILCS 3987/1.**

Governmental Consolidation

- This Act created the Local Government Consolidation Commission.
  - 17 members –
  - 12 from the General Assembly,
  - 5 from local governments, including 1 representing townships (former TOI Executive Director Bryan Smith)

Governmental Consolidation

– Functions

- Examine all laws regarding local governments' organization, powers, jurisdiction and functions;
- Study the interrelationships of local governments to each other and federal and state government;
- Make specific recommendations to reduce the multiplicity of local governments, eliminate overlapping and duplication of unnecessary powers; increase efficiency and economy; increase cooperation among levels of government.
- Make a final report with findings and recommendations no later than September 30, 2013.

Results

- **Ultimately, the Commission did not do anything.**

2013

- 2013 - Public Act 98-0127 allowed for a binding referendum to abolish Evanston Township and turn its duties over to the city of Evanston, which has conterminous boundaries. This bill became effective August 2, 2013.
- On May 1, 2014, Evanston Township was dissolved.

2013 – DuPage Pilot Program

- Senate Bill 494 created a pilot program permitting DuPage County to dissolve select small governments
- DuPage dissolved several “paper” fire districts, a street lighting district – 7 districts
  - Entirely appointed by County Board

Early 2015 - Task Force Created

When former Governor Rauner was elected, he created a Task Force to perform the same tasks the Commission was to perform.

"Study the issues of local government and school district consolidation and redundancy and make recommendations that will ensure accountable and efficient government and education in Illinois"

Task Force - Legislation

- General Assembly enacted a 4-year moratorium on creating new local governments (expired Jan. 1, 2020)
- Expanded DuPage County's pilot consolidation program to all 102 counties
- Removed the limitation capping a township size of 126 square miles in order to allow the consolidation of two or more townships into one
- Allows counties to retain their form of government if they absorb townships
- Allows for merger of general township road and bridge districts that maintain less than 25 miles of road.



2017

- Lisle Township Road District/Naperville Township Road District consolidation passed, but with no action taken for years, Naperville voted instead to abolish the township's road district and the township now handles those duties.
- This demonstrates problem in implementation laws
- Belvidere Township encountered similar situation

November 3, 2020 election

- Lake County voted to eliminate the office of the recorder, merging its duties with the office of the county clerk.
- Bloomingdale Township voted to dissolve the Road District.
- Ela Township and Elk Grove Township voted to dissolve their Road Districts.
- DuPage County eliminated its Board of Elections and merged it into County Clerk

2022 Attempt to Consolidate

- **November 8, 2022 – Saline County**

Shall the township organization be continued in Saline County?

YES	**6,330**	**79%**
NO	**1,684**	**21%**

April 4, 2023 election

- Springfield City Council voted to add an advisory referendum to the ballot asking voters whether to eliminate the local township.
- Advisory Question – “Yes” votes >75% supported dissolution of townships w/in city boundaries; taxes + duties consolidate with city

Takeaway…

- There is a long history of attacks on Township government
- Township government is still here!

Consolidation Legislation Origination



- Attacks by the General Assembly
- Attacks by the Governor
- Attacks by Taxpayers
- Attacks by Other Units of Government
- Attacks Because of Other Governmental Issues

The Value of Townships

- **The Cox Report: "Local Democracy and the Townships of Illinois: A Report to the People"**
  - Smaller local governments throughout America spend and borrow less per capita than larger governments.
  - Smaller governments in Illinois spend and borrow less.
  - Illinois local governments rely less on state funding and pay for themselves to a greater degree than in 38 other states.

Value of Townships

- Township expenditures have grown at a lower rate than any other level of government in Illinois since 1992.
- Townships have the lowest labor costs.
- In a 2001 survey, 88 percent of residents rated the performance of township officials high, compared to 42 percent for state officials and 27 percent for federal officials.
- Individual citizens have more influence in smaller governments.
- The average local government serves 1,800 people in Illinois, compared to the national median (middle) of 2,850 people.

Governmental Consolidation

- Local government consolidations that have been implemented do not result in material cost savings and usually result in higher costs.
- Government consolidation does not improve government efficiency.
- Consolidation leads to higher personnel costs because it produces larger organized labor contracts, which incorporate the highest compensation rates and least productive work rules.

Governmental Consolidation

- Governmental consolidation detaches people from their local governments.
- If the "bigger-is-better" theory of government efficiency is correct, then states with larger populations should have lower per capita state and local taxation, but the data did not support that claim.

However...

- In some townships, consolidation may be the right and best thing to do for the residents.
- Small townships, can't find people to run for office, etc.

Why do townships have a bad reputation?

- Residents do not understand what they do.
- Taxpayers do not like paying legal fees for political disputes
- When townships are only in the news because of legal disputes, it's bad!

2017 – Essex Township

- The township clerk was indicted for spending taxpayer money on personal expenses

- Accused of depositing roughly $94,000 in township money into a personal bank account

Attacks by the General Assembly

- St. Clair County – PA 99-474

- Public Act 100-107 allowed Cook County Townships to abolish Cook County Road Districts by referendum.

Attacks by Taxpayers

- Caused by Lack of Understanding About the Functions of Townships
- Caused by Frustration over Current Economic Conditions
- Better Government Association – Andy Shaw
- Openthebooks.com – Transparencymania! Everything is out there.
- Illinois State Comptroller website – finances are open

Attacks by Other Units of Government

- Eyes on the Prize – They want your money!
- They do not understand the limitations of their power – (City v. Township)

Township Officials Attacking One Another

- Officials do not understand their duties or responsibilities
- Officials do not understand the powers of other elected township officials
- Board Wars/Assessor Wars/Clerk Wars/Highway Commissioner Wars/Supervisor Wars
- Disgruntled Employees

Attacks because of Problems of Other Governments

- The General Assembly is using local government to shift focus off of State problems
- Pension Reform
- IMRF Audits

Survival Options

- Evaluate whether Survival IS the best option
- Educate the Public
- Educate the Press
- Educate your Public Officials
- Work Cooperatively with Other Units of Government
- Strive for Peace
- Pick Your Battles
- Pay Attention to Shifting Public Attitudes (pensions, salary increases, etc.)

Survival Options

- Business is Changing – Get Smarter and More Creative
- Keep up with technology
- Explore offering other services
- Publicize and market township programs

Know what your Township does

- Assessments
- Road Services
- General Assistance
- Social Services
  - Youth
  - Senior
  - Health
  - Mental Health
  - Recycling
  - Transportation

Understand the clamor for consolidation

- Clamor for consolidation
- Townships are under the spotlight
- Need to examine opportunities for collaboration and intergovernmental cooperation
- Find opportunities to improve efficiencies
- Educate the public!

Additional services?

- What are other townships offering?
- What needs does your community have?
- Know what makes your township special.

Tools for Success

- Township Officials of Illinois
- TOI Laws and Duties Handbook
- Trustees' Operations Manual
- Clerk's Handbook
- Supervisor's Guide
- Newly-Elected Officials Guide
- Municipal Minute Blog – www.ancelglink.com
- Workplace Report – www.ancelglink.com

QUESTIONS?

Kevin L. Sterk
Ancel Glink , P.C.
ksterk@ancelglink.com