1. CALL TO ORDER

2. PLEDGE OF ALLEGIANCE

3. INVOCATION / PERSONAL REMARKS - ERSEL SCHUSTER

4. INTRODUCTORY ROLL CALL

   Roll Call

5. MINUTES OF PREVIOUS MEETINGS

   1. County Board - Regular Meeting - Sep 16, 2014 7:00 PM
   2. County Board - Special Meeting - Sep 23, 2014 6:30 PM

6. CHAIRMAN'S REMARKS / REPORTS

7. SPECIAL RECOGNITION / REPORTS

8. SPECIAL PRESENTATIONS

   1. METRA - FY2015 Budget Presentation
   2. PACE - FY2015 Budget Presentation
   3. Stormwater Management Ordinance Presentation

9. ZONING BOARD OF APPEALS

   1. ZBA Consent Agenda
   2. ZBA Regular Business
   3. ZBA Unfinished Business

10. PLATS

11. PUBLIC COMMENT

12. NEW AND UNFINISHED BUSINESS

13. APPOINTMENTS
1. Recommendation for Appointment to the McHenry County Historic Preservation Commission and the Chairman of the McHenry County Zoning Board of Appeals for November 6, 2014

14. STANDING COMMITTEE CHAIRMAN UPDATES

15. ROUTINE CONSENT AGENDA

1. **Receipt of Statutory Reports and Placed on File**
   
   A. County Clerk
   
   B. Emergency Management Agency
   
   C. Public Defender
   
   D. County Recorder
   
   E. Sheriff's Report
   
   F. Treasurer's Report

2. **Approve the Following Recommendations**

   A. Building Projects
   
   B. Finance and Audit

   1. Resolution Authorizing the County of McHenry to Enter Into a Contract for FY2015 with Paper 101, Ankeny, Iowa for the Purchase of Copy Paper
   
   2. Resolution Authorizing Best Quality Cleaning Inc., Franklin Park, Illinois to Provide Janitorial Service to the Animal Control and Crystal Lake Health Clinic for FY2015
   
   3. Resolution for FY2015 Authorizing Annual Preventative Generator Maintenance to Lionheart Engineering
   
   4. Resolution Authorizing the Purchase of a Rooftop Chiller for the McHenry County Jail and an Emergency Appropriation to the Non-Departmental Fiscal Year 2014 Budget **
   
   5. Resolution Authorizing McHenry County Government to Enter Into a Contract with Schmieding Enterprises for the Removal of Snow for 2015
   
   6. Resolution Authorizing Approval of the County of McHenry Property and Casualty Insurance Program for FY 2015
   
   7. Resolution Authorizing Acceptance of Additional Grant Funding from the United States Department of Housing and Urban Development for the McHenry County Community Development Block Grant Program and an Emergency Appropriation and Reallocation of Existing Funds to the CDBG 2014 Budget **
   
   8. Resolution Authorizing a Reallocation of Existing Funds in the HOME Investment Partnership Grant Program 2014 Budget
9. Resolution Authorizing a Contract with SHI International Corp. for Check Point Firewall Maintenance and Support Renewal

10. Resolution Authorizing Monthly Transactions for the Delinquent Tax Program

11. Resolution Authorizing a Reallocation of Existing Funds under Contractual Services for the Ongoing Rural Intensive Survey of Historic Structures by the Historic Preservation Commission

12. Resolution Approving an Intergovernmental Agreement Among McHenry County, Emergency Telephone Systems Board (ETSB), City of Woodstock, Woodstock Community Unit School District #200 and McHenry County College Establishing the McHenry County Broadband Fiber Network Consortium

13. Resolution Authorizing a McHenry County Broadband Fiber Project Budget and an Adjustment to the Preliminary Fiscal Year 2015 Non-Departmental Budget

C. Human Resources

D. Law and Justice

E. Legislative and Intergovernmental Affairs

F. Liquor and License

G. Management Services

1. Resolution Setting the 2015 Meeting Dates for the McHenry County Board

2. Resolution Authorizing a Contract with Globetrotters Engineering Corporation ("Contractor") for Design/Build Services for McHenry County's ("County") Broadband Fiber Network ("Network")

3. Resolution Authorizing a Contract with Northern Illinois University Through its Broadband Development Group for Project Coordination Services for McHenry County's Broadband Fiber Network

H. Natural and Environmental Resources

I. Planning and Development

J. Public Health and Human Services

1. Resolution Authorizing Valley Hi to Enter Into a Contract with KCI for Wound Care Equipment Rental and Supplies

2. Resolution Authorizing a Contract with Howard Technology for the Purchase of Televisions, Mounts, and Installation for Valley Hi Nursing Home

K. Transportation

16. ORDINANCES
A. For Review

B. For Action

17. ADMINISTRATOR'S REPORT

18. MEMBERS' COMMENTS

19. EXECUTIVE SESSION

20. OTHER BUSINESS, AS NEEDED

21. ADJOURNMENT

** All emergency appropriations require a two-thirds vote (16) of the Members of the County Board
### 1. CALL TO ORDER

### 2. PLEDGE OF ALLEGIANCE

The Pledge of Allegiance was led by County Clerk Katherine Schultz.

### 3. INVOCATION / PERSONAL REMARKS - NICK PROVENZANO

### 4. INTRODUCTORY ROLL CALL

PRESENT: Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Schuster, Skala, Walkup (7:07 PM), Yensen

ABSENT:

Also present was Parliamentarian Jana Blake

### 5. MINUTES OF PREVIOUS MEETINGS

1. County Board - Committee of the Whole - Aug 19, 2014 6:00 PM

Mr. Chirikos made a motion seconded by Mr. Martens to approve the above-named minutes as presented.

RESULT: ACCEPTED BY VOICE

### 6. CHAIRMAN’S REMARKS / REPORTS

Chairwoman Hill gave the following report:

Last week she attended the prevailing wage seminar with Mr. Chirikos. There was a young man who grew up in McHenry County and is very interested in labor and he did a study just on our prevailing wage. She has a copy of that for anyone who is interested. She said labor aside, prevailing wage is a good thing and you can see both sides.

She went to the groundbreaking for Home of the Sparrow along with Ms. Draffkorn and Mr. Martens. They have expanded this greatly for homeless women and children.
There will be a Special County Board meeting on September 23rd regarding the UDO.

She said there will be a COW meeting on Friday, October 3rd to discuss the budget. Notice will be sent out with the time and as a reminder.

She had a meeting with Ms. Miller and Mr. Steve Wilson regarding the Randall/Algonquin Rd intersection improvement. She said there have been calls saying that some of our Board members have been having secret meetings. She said that is not true, there have been no secret meeting. These are meetings with staff outside of the County Board to make sure that we are all on the same page. If there is any question, please see whoever was in that meeting.

Tomorrow she said she will be going to Chicago with Pam Cumpata from EDC and County Administrator Mr. Austin for the CMAP chairs meeting with a Metra update.

She said at member's desks there is a handout from Ms. Orphal for an opportunity to attend a presentation from a mental health speaker.

She said tonight we will be talking about the Rte 23/I90 interchange. She said this could be a great manufacturing base in the County and bring primary jobs which would reduce our reliance on residential property taxes. If there is an opposing view she would like to hear it, but feels this would be a good thing for the County.

Chairwoman Hill read a thank you note from Ms. Yensen's husband, Michael Bissett.

7. SPECIAL RECOGNITION / REPORTS

1. Girl Scouts Resolution - September 16, 2014

Ms. Yensen made a motion seconded by Mr. Heisler to approve the following Girl Scout recognitions:

- Virginia Van Vianen of Crystal Lake
- Samantha Niese of McHenry
- Anne Marie Elsinger of Woodstock
- Megan Wiesemann of McHenry

RESULT: ADOPTED BY VOICE

8. SPECIAL PRESENTATIONS

1. Conventional Intersection as the Preferred Alternative for the Randall Road at Algonquin Road Intersection - TranSystems

Mr. Korpalski came forward and said they will be giving an update on the Randall/Algonquin Rd intersection improvement project. In February the Board approved moving forward with the Randall Rd Phase II contract with an emphasis of first revisiting the intersection configuration at Randall and Algonquin Road before getting too far into the rest of the design for the project. Mr. Korpalski said the goal of the initial Phase II design process was to confirm the preferred design alternative for this intersection and then proceed with the programming and design of the overall project in stages. He said future resolutions will be necessary to fund the improvements to the Randall Rd corridor. The 5-year Transportation Program that is updated on an annual basis will help the Board set the course for the priority that should be placed on constructing the improvements to Randall Rd. Mr. Korpalski said the direction being looked for this evening does not appropriate funding for construction but simply gives DOT and project stakeholders’ clear direction from the Board on what intersection configuration should be designed and constructed at the Randall/Algonquin Rd intersection. He said this is desperately needed by municipalities and businesses along Randall Rd so they can continue to plan for the future of this important corridor. Mr. Korpalski said it's been asked why this intersection has been re-evaluated. He said as the Phase I study was being completed for the entire Randall Rd project the Villages of Lake in the Hills (LITH) and Algonquin were very concerned over the proposed CFI concept at this location. Lake in the Hills also passed a Resolution opposing the CFI citing concerns over potential business loss. Even though LITH had concerns with the CFI design, they were in favor of finding a solution to the congestion along Randall Rd and along with the businesses agree that something must be done. It was the strong opposition that led the County to re-evaluate the Algonquin/Randall Rd intersection as part of the overall Phase II design for the Randall Rd
corridor. Many factors were taken into account with this re-evaluation by using the most recent data and information available to give every consideration to finding an alternative that meets everyone’s needs. The new solution has been developed and has the support of LITH and Algonquin. Mr. Korpalski invited the TranSystems team to come forward.

Representatives from TranSystems came forward: Brian Fairwood, Wayne Miczek, Ranadip Bose and Todd Bright. A power point presentation was given, a copy of which is in the Board file. Mr. Fairwood spoke first saying that some of the main objectives with this project are to have safe travel and safe access to businesses, having the best design for all of the project stakeholders and having a solution that safely and efficiently handles the traffic. He explained where they started and about the traffic on Randall Road saying in the end with this improvement travelers will ultimately be cutting time off of their commute.

One of the problems at the Randall/Algonquin Road intersection is that there are just single left turns and there is no right turn lane in the southbound movement on Randall Rd. Although adding more and longer turn lanes will help that doesn’t solve the complete issue because of the delay time. The new data tells us that there are 6,000 vehicles going through the intersection during the peak hours. Working with CMAP they have developed new projections noting a correction in the previous figure. The 2040 projections are showing 8,700 vehicles traveling through this intersection. This is a decrease from what was shown in Phase I but they do still see an overall increase in traffic in this corridor.

Wayne Miczek, Senior Transportation Planner came forward. He was responsible for developing some of the traffic projections listed in the report. He talked about the Regional Demand Forecasting System that was used and developed and maintained by CMAP. He said this is used to keep track of current and proposed conditions on the roadway system. He said county growth is expected however slower than originally anticipated. He went over a table in the presentation on the traffic analysis which summarized differences between the Phase I and Phase II studies. In general the Phase II is more current noting that they looked at a sub area as opposed to just a corridor and it is more detailed.

Ms. Schofield said several Board members have asked how CMAP came up with their numbers. Last week she met with the CMAP analysts that do the projections. She said it’s not based on any trending it’s based on the implementation of the 2040 Plan. Initially the reason for the decrease in the numbers was because in 2010 it was based on estimations of where the census would be; the census came out and now the new numbers are used in the updates for the 2040 Plan and that’s where the significant decrease in the initial population had occurred. Based on the 2040 updates and public input that were received, no significant changes are expected in the 2040 Plan. Ms. Schofield said CMAP considers Randall Road to be a major arterial road and believes that this area is prime for redevelopment.

Ms. Kurtz asked if Ms. Schofield could provide the Board with the variables associated with the projections and what kind of mathematical approach they used if they didn’t use trending. Ms. Schofield said there are various areas being considered that are major capital projects. Although she doesn’t know if we have any in McHenry County, it would include things like the Illiana and major roadway systems. The variable would be if those projects were to change in any form but McHenry County is hoping to add one in there. She said we’re trying to promote public transportation so she doesn’t foresee any changes there.

Ms. Kurtz asked what the variables were associated with the analysis so she’s looking for things like demographics, socioeconomic variables, regional and national trends etc. Chairwoman Hill said her understanding is that is not the kind of variables that they used. They used what was put in the 2040 Plan and extrapolated from there; they used the variables from building out this road way and what would happen. Ms. Schofield said the 2040 Plan document is at least 200 pages and difficult to summarize. She added that all of this information has been up for review and comment including the socioeconomic forecast and out of 1,400 comments presented to CMAP not one was questioning those projections.
Chairwoman Hill asked if Mr. Miczek could add anything about Ms. Kurtz’s questions and the numbers. Mr. Miczek said in general when you forecast population you deal with three components: births, deaths and migration. When CMAP starts out they start at a regional level forecasting what the region will be in terms of population growth and what they expect to see and then becomes an allocation process from there where it is distributed throughout the metropolitan area. In addition it considers land available for development, so there is capacity. He suggested visiting the CMAP website for additional information and documentation.

Ms. Schofield said one of the things CMAP was basing their information on was land use and where it’s projected to be. For this area it is considered to a prime area for development and redevelopment.

Mr. Fairwood went on to talk about how they facilitate commerce in these types of corridors and putting the focus back to the businesses. This intersection area has 125 different businesses located near it which translates to approximately $7.3 million dollars in estimated annual sales tax collections for the local communities and also adds another $3.6 million annually in sales tax revenues for the County directly. In their experience with major corridor projects they see the tie between improved infrastructure and new business.

Todd Bright came forward and said they went out and met with the various communities and businesses and gained valuable input in doing that. Because of that they developed two concepts. The DLT (displaced left turn), which is a version of a CFI then there is a conventional intersection. The DLT is similar to the CFI but it has more access to the businesses. He said the intersection improvement is about 1.5 miles. He talked about proposed triple left turn lanes vs. a conventional intersection. They had evaluated both ideas and how they operate and both showed improvement in travel time. In their study it shows a 6 minute time savings and when you multiply that by trips and days, it can come out as high as 780,000 hours saved per year. With the conventional intersection they are not taking any property and the right of way and easement needs are about the same in both proposals. The total estimated cost of the DLT is $91,591,685, and the estimated cost for the Conventional plan is $92,213,650. The intersection itself, which is about 1.5 miles, is about a $33 million dollar project.

Mr. Hammerand said this information should have been presented to the Board at least 24 hours before hand. He doesn’t feel the Board can make a decision tonight based on a power point presentation. Secondly, he asked about validity of considering the question. He asked if it was illegal to put this on our agenda for consideration and if this is being investigated by the Attorney General’s (AG) Office. Chairwoman Hill said she received notice from a third party that it is being looked at by the AG Office. It has been discussed with the State’s Attorney’s Office (SAO) and she has verified that we are in order with approving the intersection design. She said the presentation here tonight is just providing information. The Resolution before the board tonight is to go to the Conventional design.

Mr. Hammerand asked if this power point is available in paper form so that the Board can study it as he doesn’t feel the Board can adequately make a decision on this tonight by just looking at a presentation on a screen. Chairwoman Hill told Mr. Hammerand that the information was provided five days ago in the packets. She said the presentation tonight is not pertinent to tonight’s decision but was given tonight because some members of the Board want information in advance. Paper copies of the presentation will be sent to Board members.

Ms. Miller asked ASA Jana Blake to speak regarding moving forward on this Resolution so that everyone is comfortable in moving forward. Ms. Blake said her understanding through a third party media source is that they filed a Request for Review with the AG Office. As a standard with all requests for review regardless of their validity the AG Office send the Dept of Transportation a letter to provide additional documents and a response from the DOT however the receipt of that letter doesn’t speak at all to the validity of the Request for Review or the Opinion that there was some type of Open Meetings Act violation. The State’s Attorney’s Office feels comfortable with proceeding on this tonight.
Ms. Kurtz asked regarding existing conditions and a blanket statement made regarding the failure of the intersection. She said the way the data has been grouped it appears that we have a constant failure that is occurring. Those that travel Randall Road know that during peak hours there will be more delays. She asked if this could be more even handedly represented. She expected more discussion regarding peak times for delay. Mr. Fairwood responded that the graphs that were shown do show travel at the peak times. In terms of designing an intersection this is what they use from a traffic perspective to analyze going forward the peak hour times to develop what is needed for the intersection noting that the peak time is between 5 and 6 p.m. weekdays.

Ms. Kurtz asked regarding the largest amount of grown being from west to east. She said if the growth is in fact from east to west she feels we should be concentrating on Rte 62 and not Randall Road. The new bypass does not address going over the river it addresses going through Algonquin.

Ms. Kurtz said it seems like we’re building something out based on what we think the future might be like in 35 years. She pointed out some trends that were not identified i.e. vehicular growth, telecommuting (working from home) and online shopping and we’re seeing people moving out of IL for a number of reasons. These are all reasons she questions the population numbers that are being used. She would have felt more comfortable with the numbers if they had been proactively addressed because to her they are very obvious issues.

Mr. Walkup asked if it’s correct that this entire project is based upon the assumption that the population in McHenry County is going to be growing. Mr. Miczek said no. One of the considerations is that the population of McHenry County is expected to grow but another consideration is the fact that the intersection doesn’t provide an acceptable level of service today. So as time passes the performance of the intersection will continue to degenerate, it’s not going to get better. In terms of projects there are a number of considerations that come into play when designing an intersection, so there is never just one factor that drives the project.

Mr. Walkup looked at some figures that indicated in 2003 the traffic count at this intersection was between 35,000 and 39,000 vehicles a day; in 2013 the count was 34,972 to 38,650. So in ten years time there was zero increase in traffic at that intersection noting that the County grew by an estimated 12% in population. Mr. Miczek responded that the 2013 numbers are at or below the 2003 count but if you look at the data from other years traffic at the intersection increased during periods. Any declines were the impact of the recession noting that traffic is again beginning to grow again.

Mr. Provenzano said part of his concern is that as he listens to people there is disconnect between what we are voting on this evening, which he believes is a narrow interpretation of this project in picking a solution for the intersection. What he’s hearing is the residents from the County are looking for us to take another vote on the entire project. The opposition is in the cost of this project being $100 million dollars for a 5 minute savings of time off of their travel time. The residents he has heard from would rather see that money spent somewhere else or not spent at all. He is concerned that for the years between 2020 and 2040 we have no real data. He said we are giving the engineers the green light to move forward with Phase II of a $91 million dollar project. He had asked that it be put into the resolution that we will not spend more than $25 million dollars on this and the DOT committee voted him down. Mr. Provenzano then asked if any of the projects that are in the foreseeable future were taken into account, one being the Algonquin Bypass, Rte 47 or I90/Rte 23 improvement. Mr. Miczek said in the 2040 network that they use to access the growth in traffic it assumed the implementation of a number of projects including the Long Meadow Pkwy, interchange at Rte 47, Algonquin Bypass, Algonquin Rd extension, Kruetzer Rd extension along with future growth in households and employment. They made every effort to include projects that are part of the regional plan within their analysis.

Ms. Miller said on February 4th we approved a Resolution for Phase II for the Randall Rd project. When the Resolution was approved funding was identified to reanalyze the intersection because there were concerns of the validity and accuracy of some of the information which resulted in the CFI. At the same time they identified the need to do the project in segments. Tonight is to look at the
intersection alternative and consider the conventional alternative as the preferred alternative moving forward.

Ms. Schuster said this improvement will increase movement time by 6.5 minutes per vehicle. It was noted that the wait time was an 85 second delay.

Ms. Evertsen asked for clarification about 80,000 cars going through the intersection now and after the improvement it would accommodate 118,000 vehicles, which is almost a 50% increase of the volume of vehicles going through that intersection. Mr. Bose said with the improvement you will be able to pass more traffic through in less time.

Ms. Barnes asked what the back-up plan is for funding for the to-be-determined amount that funding has not been approved for. She has been told that with this second choice it still meets all of the geometrics and the congestion mitigation so we don't risk any of that amount changing that has already been approved. The open question is the $10.6 that we don't know about and she is wondering what is different in the funding requirements. Mr. Dittrich of DOT said the funding that was approved for the CFI was based on the diverging lefts so if we were to change that we would have to go back to CMAP and ask them again does our project still meet the requirements and the benefits as we reported when we got the funding initially. Mr. Dittrich said they don't know the answer yet because they haven't talked with CMAP about this change yet.

Ms. Schofield said she asked CMAP about this last week and their response was that because their decision was based specifically on the plan that had already been presented but now there is a change to that plan so the new plan will have to be submitted and re-evaluated to make sure that the new plan meets the new criteria. Ms. Schofield said we can't say for sure whether we will or will not be able to get funding but she clarified that it will not involve us reapplying for those dollars, just verifying that the new plan meets their satisfaction for the funding.

Ms. Barnes asked why the TBD. Mr. Dittrich said they can look at the geometrics and say for sure that those likely meet the requirements but they cannot say that the funding is likely going to be approved until the plan is brought back to CMAP.

Mr. Provenzano asked who creates the acceptable level of service. The answer was the Federal Highway Administration. Mr. Provenzano said he feels the level is subjective because it should be up to the area to accept a level of delay.

9. ZONING BOARD OF APPEALS

1. **ZBA Consent Agenda**

A motion and second was made to approve the following ZBA Petitions:

Exb #2014-011 / Hankes / Algonquin Twp / R1V - R1V
Exb #2014-014 / Marple / McHenry Twp / R1 - R1V
Exb #2014-017 /Higgins / McHenry Twp / R1 - R1V
Exb #2014-018 / Manke Trust / Chemung Twp / A1 - A2

RESULT: ADOPTED [23 TO 0]

MOVER: Joseph Gottemoller
SECONDER: Paula Yensen
AYES: Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Schofield, Schuster, Skala, Walkup, Yensen
AWAY: Salgado

1. #2014-011 - Hankes - Algonquin Twp - R1V-R1V (needs majority vote of members present to pass)
2. #2014-014 - Marple - McHenry Twp - R1-R1V (needs majority vote of members present to pass)

3. #2014-017 - Higgins - McHenry Twp - R1-R1V (needs majority vote of members present to pass)

4. #2014-018 - Manke Trust - Chemung Twp - A1-A2 (needs 13 votes to pass)

2. **ZBA Regular Business**

3. **ZBA Unfinished Business**

10. **PLATS**

11. **PUBLIC COMMENT**

Chairwoman Hill explained the rules of public comment. The following people spoke:

- Paul Mulcahy of LITH for improvement to Randall Rd
- Greg Tricker of McHenry against UDO RV parking restrictions
- Deborah Jenssen of LITH against improvement to Randall Rd
- Erik Sivertsen of McHenry against UDO
- DeAnn McGlynn of Union against Horse Racing in A1
- Paul Serwatka of Crystal Lake against UDO and Randall Rd improvement
- Wm Umbenhower of Woodstock for UDO amendment 3 Option B
- Kathleen Umbenhower of Wdstk for UDO amendment 3 Option B
- John Schmitt of Algonquin for Randall Rd improvements
- Sue Murphy of Wonder Lake against UDO RV parking restrictions
- Lorraine Murphy of Wonder Lake against UDO RV parking restrictions
- Bruce Wilkins of Harvard against UDO RV parking restrictions
- Michael DeBoida of Wonder Lake against UDO RV parking restrictions
- Sue Swinford of McHenry against UDO RV parking restrictions
- Rocco Dawson of Harvard against UDO RV parking restrictions
- Carmen Manzardo of McHenry against UDO RV parking restrictions/Randall Rd
- George Partlo of Marengo against UDO RV parking restrictions
- Jerry Luciano of Wonder Lake against UDO RV parking restrictions
- Tom Armbrust of Johnsburg against UDO lead shot ban
- Lori Cisneros of Marengo against Horse Racing in A1
- Pam Cumpata (EDC) for Randall Rd improvements
- Lori Faso of Wonder Lake against UDO RV parking restrictions
- Liz Sander of Union against Horse Racing in A1
- Rocco Marcadante of Wonder Lk against UDO, off road vehicle riding 14.5 J
- Steve Harlfinger of LITH for Randall Rd improvements
- Ken Burns of McHenry against UDO RV parking restrictions
- Rich Rovey, Mgr for Randall Rd improvements
- Dominicks, Algonquin

Chairwoman Hill said the allotted 30 minutes for public comment had run out and asked for a motion to continue. Mr. Walkup made a motion seconded by Ms. Evertsen to extend public comment. On a unanimous voice vote the motion to extend was approved.

Noting no others wishing to speak public comment was closed.

12. **NEW AND UNFINISHED BUSINESS**
13. APPOINTMENTS

1. Recommendation for Appointment to the Greenwood Drainage District No. 1 for September 16, 2014

A motion and second was made to approve the following Appointment:
Greenwood Drainage District No 1
Keith Weingart term to 09/01/2017

RESULT: ADOPTED [21 TO 0]
MOVER: Joseph Gottemoller
SECONDER: Robert Martens Sr
AYES: Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McClellan, Miller, Provenzano, Salgado, Schofield, Schuster, Skala, Yensen
AWAY: McCann, Nowak, Walkup

14. STANDING COMMITTEE CHAIRMAN UPDATES

Ms. Kurtz said the Senior Services Grant Commission will be approving a $1.7 million dollar tax levy and will be doing that for many agencies in our County who rely on this levy. Over the years there has been money that was not used which amounted to a little over $660,000 which generated about $340,000 so there is an extra million dollars to allocate to our seniors.

In regard to Valley Hi, Ms. Kurtz said the operating costs are about $10 million and we have cash reserves at this time of about $36 million. She said this will be addressed cautiously as there are complexities involved relative to the tax levy and what we can do and they don't want to damage the investment they have with Valley Hi and the service that is provided. Ms. Kurtz said they will be working with Administration on how they can spend down the cash reserves in an appropriate manner and also how they might change the Medicare/Medicaid bed count so that we can provide for more indigent elderly. They will also be looking at reducing the tax levy. Ms. Kurtz said if anyone has any questions please let her or any of the other committee members know.

Ms. Schofield said in regard to the Reorganization Committee they will be meeting on Thursday September 18th at 10:30 a.m. This will be their second meeting discussing the size, structure and organization of the County Board. If anyone has questions or would like to provide input she encouraged them to attend the meeting.

In regard to the Human Resources Committee, they are having a special meeting on September 30th at 8:15 a.m. to discuss the future of insurance from 2015 and the overall view moving forward.

Ms. McCann said this Thursday at 6:30 p.m. there will be a public hearing on the Stormwater Management Ordinance rewrite. Everyone is welcome to attend. Any comments will be put into a final draft that will come to the County Board hopefully in October. Any questions should be directed to Dennis Sandquist or Cory Horton.

Tomorrow night at the McCOG meeting there will be an overview of the Northwest Water Planning Alliance and what they've been doing on that. It's a regional planning group for those parts of the collar counties that are on groundwater supply only. The meeting will be hosted by Bull Valley at Loyola on Country Club Road.

Mr. Gottemoller said in regard to the UDO, there are 64 amendments that have been proposed. Tonight the motion he will be making is to continue this matter to the 23rd at 6:30 p.m. At that point he will be making a motion to approve the UDO and go through the amendments one at a time if necessary.

Chairwoman Hill said she received a Certificate of Appreciation to McHenry County for the CDBG 20th Anniversary and allocating over $26.2 million in funds to programs supporting low and moderate income
families and build better communities from Ray Willis, our Community Development Director for HUD Region 5. She thanked Planning & Development and the CDBG for the hard work.

15. ROUTINE CONSENT AGENDA

Chairwoman Hill stated that item #15.2 B1 has a scrivener’s error, the resolution number named in the document is the MinuteTraq assigned number and has been corrected to show the actual Resolution number on the original document to be signed.

Ms. Miller asked to remove item #15.2 K3; Mr. Hammerand asked to remove #15.1 F; Ms. Evertsen asked to remove #15.2 B1, D1, E1 and K4.

A motion and second was made to approve the Routine Consent Agenda with six items removed.

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<thead>
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<th>RESULT:</th>
<th>ADOPTED [UNANIMOUS]</th>
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<tr>
<td>MOVER:</td>
<td>Anna May Miller</td>
</tr>
<tr>
<td>SECONDER:</td>
<td>Robert Nowak</td>
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<tr>
<td>AYES:</td>
<td>Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Schuster, Skala, Walkup, Yensen</td>
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1. Receipt of Statutory Reports and Placed on File

A. County Clerk
   1. County Clerk’s Report August 2014

B. Emergency Management Agency
   1. EMA Monthly Report for August

C. Public Defender
   1. Public Defenders August Monthly Report

D. County Recorder
   1. Recorder BD Rpt Aug 2014

E. Sheriff’s Report

2. Approve the Following Recommendations

A. Building Projects

B. Finance and Audit

C. Human Resources
   1. Resolution Authorizing Nicole M. Facchini, Human Resources Director for McHenry County Government, to Serve as the McHenry County Authorized Agent to the Illinois Municipal Retirement Fund Act
D. Law and Justice

E. Legislative and Intergovernmental Affairs

F. Liquor and License

G. Management Services

H. Natural and Environmental Resources

I. Planning and Development

J. Public Health and Human Services

K. Transportation

   1. Resolution to Perform Repairs to Virginia Road Drainage Structures and Appropriating Funds

   2. Resolution Approving an Agreement with NICOR for Reimbursement of Relocated Utilities and Appropriating Funds for the Charles J. Miller Road Contract 2 Project

REMOVED FROM ROUTINE CONSENT AGENDA

C. 15.1 F Treasurer’s Report

Mr. Hammerand said he has asked that the Treasurer’s report be put into the Board packet when it goes out and there is not one included in this packet as there are things regarding Senior Services Grant Comm that he would like to see. Chairwoman Hill said she will get copies of the August and September Treasurer’s report to the Board. Mr. Austin said this issue will be put on a Management Services agenda to be discussed.

1. 3499 : 15.2 B1 Resolution Authorizing Payment for Milestone Achievement Regarding Mentis Technology aiSmartBench

A motion and second was made to approve the above-named Resolution.

RESULT: ADOPTED [UNANIMOUS]

MOVER: Mary McCann

SECONDER: Kenneth Koehler

AYES: Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Schuster, Skala, Walkup, Yensen

2. 3469 : 15.2 D1 2015 McHenry County Emergency Operation Plan

Ms. Evertsen said although she understands there are security issues with posting this plan for everyone to see she doesn’t feel that the Board can vote on something they cannot see. She suggested that this be reviewed in Executive Session.

Ms. Draffkorn responded that the plan was made available for review to Board members in the Administration office when the Board packet came out. Mr. Christensen, Director of EMA agreed that it has been available for review by the Board members and that this document is for official
use only that is why it is not attached to the Resolution. He also pointed out that the Plan was reviewed by 27 departments and external entities.

RESULT: ADOPTED [22 TO 2]
MOVER: Sue Draffkorn
SECONDER: Joseph Gottemoller
AYES: Aavang, Barnes, Chirikos, Draffkorn, Gottemoller, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Schuster, Skala, Walkup, Yensen
NAYS: Evertsen, Hammerand

3. 3493 : 15.2 E1 Enterprise Zone

Ms. Evertsen asked if Mr. Eldredge could clarify this Resolution. Mr. Eldredge stated that an Enterprise Zone is a program of state incentives and tax abatements which often include local incentives as part of the program. The Enterprise Zone Act in IL was redone in 2012 with the thought that the current Enterprise Zones have not been very productive. As a result all existing Enterprise Zones will sunset over the next six years so there is an opportunity for new Enterprise Zones. The City of Harvard is applying for an Enterprise Zone and will be looking at development plans for the City and what kinds of incentives they can offer. They felt it would be desirable to have McHenry County as a co-applicant noting that the City of Harvard will bear all of the costs associated with the application and the ultimate administration of the Enterprise Zone. At this point they are just asking the County to pass a Resolution in support. At some point down the road they will ask the County to participate in a public hearing and pass an Ordinance as co-applicant. All will contain provisions that if there are any costs they will be paid by the City of Harvard not by the County. Mr. Eldredge said they feel this is a good opportunity to create jobs and encourage development in an area that has a good deal of unemployment and low to moderate income residents.

RESULT: ADOPTED [UNANIMOUS]
MOVER: John Jung Jr.
SECONDER: Kenneth Koehler
AYES: Aavang, Barnes, Chirikos, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz, Martens Sr, McCann, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Schuster, Skala, Walkup, Yensen

4. 3494 : 15.2 K3 Randall Road - Algonquin Road intersection alternative decision

Ms. Miller made a motion seconded by Ms. Yensen to approve the above-named Resolution. Chairwoman Hill asked for any discussion. Ms. Schofield read information from an online report about forecasting by CMAP. She said if you look at the regional scenario it states that by 2040 the seven county region can have better transportation, increased economic development, cleaner air and water, more accessible jobs and housing and other quality of life improvements. She emphasized that both village presidents are in favor of the proposed improvement in front of the Board today.

Mr. Evertsen commented that the presentation was good to see but a lot of questions still exist. She doesn't see saving two minutes of time is worth $100 million dollars in improvements.

Mr. Provenzano asked if anyone has estimated what the damage to remainder of value is going to be on this project. Mr. Korpalski said that has not been done for this project yet. When they go through their projects, once you do the design and do the appraisals and get into the land
Mr. Provenzano asked if there are any industry standards that can be applied. Mr. Young said the costs that were done during Phase I were looking at the project as a whole. To evaluate it on a parcel by parcel basis, that is what's done when you actually do an appraisal on a specific piece of property. During Phase I the estimate that was evaluated and determined was based upon, at the time, the going rate of land for commercial, residential and industrial. Then when it is applied in Phase II the appraisal is done to a greater level of detail.

Mr. Provenzano asked then if there was no estimate for damage to remainder done under the CFI calculations. Mr. Young said no.

Mr. Provenzano said his biggest concern now is that we had an expert talk to the Transportation Committee on what we could expect if we expanded Randall Rd. With tonight's presentation a part was left out where if you expand this more cars will come then there will be more congestion. It's a never ending cycle for destination shopping on a major arterial road. He appreciates that we want to improve Randall Rd but doesn't believe that Randall Rd cannot be at the same time a major arterial road that moves to the acceptable levels of speed and a shopping destination for the local communities. Mr. Provenzano said we are hearing from many people that they don't want to spend this kind of money on this project and we need to listen.

Mr. Walkup said the Board should have gotten more than two weeks notice to look at a major project like this to make an informed decision. He would like more time to reflect on this and talk to the constituents and feels that Algonquin and Lake in the Hills should be contributing to this project going forward. He said it's important for development to pay for itself.

Mr. Gottemoller said he believes this Resolution is to get rid of the CFI proposal and replaces that with a conventional intersection proposal. He agreed with the public comment that if you don't give business guidance, we can guarantee there won't be much damage to the remainder because there will be empty buildings. If you want to protect the tax base you have to find a way to get the buildings filled. He said we need to get rid of the CFI first then the next issue can be damages to remainder, which are done be appraisals. Doing an appraisal today and guessing what it's going to be like 10 years from now when there is funding for this project is not going to do any good.

Mr. Gottemoller said in regard to taxes, there has been a wide spread misinterpretation of how this is paid for. He received a flyer, which was attributed to Mr. Walkup although he doesn't know that he actually wrote it but his name was on it, that implied that we were going to 100% property taxes to build this road. This is not true. Funding is applied for to the state and federal governments. We have to use CMAP standards and numbers whether we like them or not because that is what the federal government says we have to use. If the Board votes no today, the CFI is still in existence, which has been proven. If the Board votes yes on this Resolution, the CFI is gone and the conventional intersection proposal is there.

Mr. Hammerand said we have no financial information or any information in writing and feels the Board should have something in hand to look at and not just a presentation. He said with respect to the State's Attorney, he feels it's an important consideration of this Board that the Attorney General (AG) saw fit to send a letter to us saying that we may have a problem with the meeting. He feels that is enough to ask for a postponement of the vote. In regard to this project, he doesn't believe saving five minutes of time is worth spending millions of dollars. Mr. Hammerand suggested that we do nothing and return the land to Lake in the Hills.

Ms. Schuster asked what the total amount invested is so far. Phase I about $3.2 million has been spent and to date about $800,000 has been spent on Phase II. Wally Dittrich of the DOT said in February the Phase II contract approved was for $9 million dollars, which has not been spent. Ms. Schuster said her point is this would have been a nice down payment on the turn lanes for this intersection. She said there was a reference made to recouping some money, she wondered if anyone has put together any figures and how we would do this. She hadn't heard this concept before. She noted that federal/state money is still public money and feels that the overall plan is
an abuse to the public and doesn’t believe that growth will pay its way. She said we will have empty buildings on Randall Rd regardless if this goes through. Ms. Schuster said the option here is the CFI or conventional intersection. Ms. Schuster said it’s important to get out and look at the other areas that are using the roads that they have and managing very well. She will vote against this because she doesn’t believe in the project.

Mr. Provenzano said he has a problem with the comment that we have to vote yes to remove the CFI option. He believes the CFI proposal is already dead. He will be voting no and hopes everyone else will too so that another Resolution can be brought forward with a clean opportunity for an up or down vote on whether this project should move forward. His other concern is the comment that it’s not property taxes it’s MFT dollars. MFT dollars are taxes on gasoline which we use and usage is dropping, they are a tax on gasoline and with the new electric cars being built and less driving, the tax is not returning the same kind of money that it once did. He said we have to be very careful on how we use our MFT dollars.

Ms. Miller said the Board voted in February 2014 approved an engineering agreement for the Phase II portion of the Randall Rd project and we provided for the ability to address stakeholder concerns regarding the Algonquin/Randall Rd intersection with funding for Phase I re-analysis of that intersection. The concerns reflected a distrust in the CMAP growth projections, traffic counts and impacts to adjacent businesses and more. This evenings Resolution before the Board is the result of the reconsideration. Using 2010 census data, updated socioeconomic information, current traffic counts, additional business and property owner feedback and continued local municipal participation, TranSystens and the Bolinger and Loch team presented the DOT Committee with two additional intersection designs. Those were the displaced left turn with access and the conventional intersection with three left turn lanes and an additional auxiliary thru/right turn lane. After much discussion the DOT Committee recommended on a 3-2 vote the conventional design to be brought forward to the full Board. This design provides the County with improved service at the intersection for the next 30 years. This will restore access to businesses that they believe is crucial for their continued success. It has also provided an additional opportunity for collaboration between the County and the Villages of Algonquin and Lake in the Hills in representing our shared constituencies. She asked the Board to support the solution recommended by the Committee as this will put the CFI to rest.

Ms. Barnes said she has talked to many involved and who are affected by this project and will be supporting this recommendation. It does bother her that there are not funds identified however she does want to move this forward. She asked for a copy of any minutes where the County Board had a vote and approved the CFI as the preferred alternative because she doesn’t remember that.

Ms. McClellan made a motion to Call the Question seconded by Ms. Yensen.

Mr. Walkup responded to Mr. Gottemoller’s comment about a flyer and he doesn’t know anything about nor authorized any flyers that were distributed.

Chairwoman Hill asked for a roll call vote on the motion to Call the Question noting that it needs 2/3rds to pass. The following members responded aye: Skala, Yensen, Aavang, Barnes, Chirikos, Draffkorn, Heisler, Jung, Koehler, Martens, McCann, McClellan, Miller, Nowak, Schofield and Hill. Nay: Schuster, Walkup, Evertsen, Gottemoller, Hammerand, Kurtz, Provenzano and Salgado. The vote being sixteen (16) ayes and eight (8) nays, the motion to Call the Question has passed.
RESULT: ADOPTED [17 TO 7]
MOVER: Anna May Miller
SECONDER: Paula Yensen
AYES: Barnes, Chirikos, Draffkorn, Gottemoller, Heisler, Hill, Jung Jr., Koehler, Martens Sr, McCann, McClellan, Miller, Nowak, Salgado, Schofield, Skala, Yensen
NAYS: Aavang, Evertsen, Hammerand, Kurtz, Provenzano, Schuster, Walkup

5. 3496 : 15.2 K4 Interstate 90 at Illinois Route 23 Interchange Support

Ms. Miller made a motion seconded by Mr. Martens to approve the above-named Resolution.

Chairwoman Hill asked for any discussion.

Mr. Skala made a motion to amend seconded by Mr. Martens to add the words State and Federal after the words supports the endeavor to procure in the Now Therefore paragraph.

Noting no discussion a voice vote was taken and passed on a unanimous vote.

Ms. Evertsen said she has had many conversations with constituents about this recently and overwhelmingly there are questions about the other projects going on and they're not looking at this very positively.

Ms. McCann said she questions if we are premature with this and whether Marengo is ready for something like this in their planning. The other question is what will be asked of McHenry County. She feels that there needs to be much more infrastructure planning and review of Marengo as there is already a traffic issue in Marengo and there needs to be a breakdown of the numbers to see if this is financially viable.

Ms. McCann made a motion to postpone this indefinitely seconded by Ms. Aavang.

Chairwoman Hill asked for any discussion on the motion to Table. Ms. McCann said she would like this tabled until there is a discussion to know exactly what roll Marengo expects the County to play; that Marengo provides some estimated cost or partnership breakdowns of the different rolls any partners would play; and what partnership opportunities may be available for this project.

Mr. Provenzano doesn't feel this should be postponed. He feels this is an opportunity to build the economy and bring primary jobs into the County. He said the IL Tollway Authority is moving very quickly on this and this is the first time in 50 years that this area at Rte 23 is being considered for an interchange and it's because they can turn the bridge structure which they are replacing into a full super structure which means that at some point we could put ramps onto it and have a full interchange. Mr. Provenzano said if we delay this indefinitely the State will move onto another intersection.

Mr. Austin said he appreciates Ms. McCann's concerns however this is a unique opportunity. He and Mr. Korpalski met last week with the Village Manager of Marengo and there will be support needed from the County. This would be a partnership with the County, Marengo, the State Tollway Authority and IDOT.

Ms. Miller agreed. She said Marengo has been coming to the Transportation Committee as this opportunity has been evolving and have provided updates that they had available to them. She said it's a challenge because there are members of the committee who are not interested in this type of project. Of note is that it does offer an economic opportunity to the county and Marengo.
She said this Resolution is a way to introduce this to the County Board and hopes that everyone will see the value in identifying this.

Ms. Schuster said the county has spent millions of dollars between the Randall Rd improvement and the Huntley interchange. She finds it disappointing that there is no dollar amount in this Resolution that the county is planning on contributing to this project. She agrees to postpone this. Mr. Hammerand was in agreement.

Noting no further discussion on the motion to postpone indefinitely, Chairwoman Hill asked for a roll call vote. The following members responded aye: Schuster, Aavang, Barnes, Evertsen, Hammerand, Kurtz and McCann. Nay: Skala, Yensen, Chirikos, Draffkorn, Gottemoller, Heisler, Jung, Koehler, Martens, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield and Hill. The vote being seven (7) ayes and sixteen (16) nays, the motion to postpone has failed.

Chairwoman Hill asked for any further discussion on the main motion. Mr. Koehler pointed out that the Rte 47 project was a $64 million dollar project; $32 million was from the Tollway Authority, $16 million from the State of IL; $8 million from the City and $8 million split between McHenry County and Kane County of which Kane County paid 60% of that and McHenry County paid 40%. He said that is probably what would be happening here but it’s too soon to know that yet.

Noting no further discussion a roll call vote was taken to approve the Resolution to Support a full interchange along the Jane Addams Tollway (I-90 at IL Rte 34.)

RESULT: ADOPTED AS AMENDED [19 TO 4]
MOVER: Anna May Miller
SECONDER: Robert Martens Sr
AYES: Aavang, Barnes, Chirikos, Draffkorn, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Martens Sr, McClellan, Miller, Nowak, Provenzano, Salgado, Schofield, Skala, Yensen
NAYS: Evertsen, Kurtz, McCann, Schuster
ABSENT: Walkup

16. ORDINANCES

A. For Review

B. For Action

1. Ordinance Adopting the Unified Development Ordinance (UDO), Comprehensively Amending the McHenry County Zoning Ordinance, and Repealing Various Previous Ordinances and Regulations

Mr. Gottemoller made a motion seconded by Mr. Chirikos that this be continued to Tuesday October 23rd at 6:30 p.m.

Chairwoman Hill asked for a voice vote which passed unanimously.

17. ADMINISTRATOR’S REPORT

Mr. Hammerand said he will e-mail his notes to Board members. He did point out that Heidi VorHees who was helping with the County Administrator evaluation will be here on Friday between 9 and noon. If you want to do a face to face meeting with her please call Athena to set that up, otherwise phone interviews will be done.
18. MEMBERS’ COMMENTS

Ms. Barnes reminded everyone that CASA Cup is Friday night. This is their fundraiser and will be held at Turnberry Golf Club.

Mr. Gottemoller asked if anyone has a particular method that they would like use to get through 64 amendments please let him know.

Ms. McCann said if you go to the website www.bettersmo.com there is a summary of the areas where major changes were made within the Stormwater Management Ordinance. This is more readable than the technical information.

Mr. Hammerand read a statement pertaining to the UDO and his concerns. A copy of his statement is in the Board file.

Ms. Evertsen told Mr. Austin they did not receive the packet from Heidi VorHees. Chair Hill said she e-mailed it but will e-mail it out again. Ms. Evertsen said she would like a paper copy.

Ms. McCann said they will be doing Senior Services Grants this Friday. There has been question about the remaining three Senior Services audits that were done whether or not they are in public domain. Ms. McCann said the information from them was given in open session and are available if anyone wants to look at them. Contact the Auditor to do so.

19. EXECUTIVE SESSION

20. OTHER BUSINESS, AS NEEDED

21. ADJOURNMENT

Mr. Heisler made a motion seconded by Ms. Yensen to adjourn at 11:28 p.m. Chairwoman Hill declared the motion passed on a unanimous voice vote.

Dated and approved in Woodstock IL this 6th day of November, 2014.

JAMES R. HEISLER, Acting Chairman
McHenry County Board

ATTEST:

KATHERINE C SCHULTZ, County Clerk
CALL TO ORDER

PRESENT: Aavang, Barnes, Chirikos, Draffkorn (6:34 PM), Evertsen, Gottemoller, Hammerand, Heisler, Hill, Jung Jr., Koehler, Kurtz (6:34 PM), Martens Sr, McCann, McClellan, Miller, Provenzano (6:37 PM), Salgado, Schofield, Schuster, Skala, Walkup (6:41 PM)

ABSENT: Nowak, Yensen

Also present were Parliamentarians David Mellem and Jana Blake.

PLEDGE OF ALLEGIANCE

Pledge of Allegiance was led by Chief Deputy Clerk Vernon Paddock.

INTRODUCTORY ROLL CALL

ORDINANCE FOR ACTION

1. Ordinance Adopting the Unified Development Ordinance (UDO), Comprehensively Amending the McHenry County Zoning Ordinance, and Repealing Various Previous Ordinances and Regulations

Mr. Gottemoller made a motion seconded by Mr. Martens to bring forward the Unified Development Ordinance.

Mr. Gottemoller made a motion to amend the Ordinance seconded by Ms. Schuster to include all of the staff's noted typographical errors.

Chairwoman Hill asked for a voice vote on the motion to amend which passed unanimously.

2. Amendment to Include Technical Corrections to the Unified Development Ordinance

Mr. Gottemoller made a motion seconded by Ms. Schuster to amend the Unified Development Ordinance (UDO) to include the technical corrections and typographical errors.

Chairwoman Hill asked for a voice vote with the motion passing on a unanimous voice vote.
Ms. Evertsen made a motion seconded by Ms. Kurtz to move public comment up before discussion on the Unified Development Ordinance (UDO).

Chairwoman Hill recognized everyone who came in today. She asked those here regarding no restrictions for RV's to stand; and then those here regarding horse racing as proposed in the UDO to stand.

Chairwoman Hill asked for any discussion on the motion to move public comment. Several members of the Board were in agreement to moving public comment before any votes on amendments to the UDO. Some believed there is no advantage to hearing the same comments, the Board should just go ahead and fix the UDO with amendments that will make many of those in attendance happy.

Chairwoman Hill asked for a roll call on the motion to move public comment up on the Agenda. Yes is to move it up, no is to keep it as is. The following members responded aye: Skala, Walkup, Aavang, Barnes, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Jung, Koehler, Kurtz, Martens, McCann, McClellan, Miller, Provenano, Salgado, Schofield, Schuster and Hill. Nay: Chirikos. The vote being twenty-one (21) ayes and one (1) nay, the motion to move public comment up in the meeting was passed.

Mr. Gottemoller asked for a Point of Order asking that everyone who wants to speak on one issue to line up, that way we're covering one issue at a time and that might move things along.

Mr. Hammerand made a motion seconded by Mr. Provenzano to postpone the vote on the UDO indefinitely. Mr. Hammerand feels there are too many areas in question to decide on this now.

Chairwoman Hill asked for any discussion on the motion to postpone. Many Board members were against postponing this as it has been discussed at length.

Chairwoman Hill asked for a roll call vote. The following members responded aye: Walkup, Barnes, Evertsen, Hammerand and Provenzano. Nay: Skala, Aavang, Chirikos, Draffkorn, Gottemoller, Heisler, Jung, Koehler, Kurtz, Martens, McCann, McClellan, Miller, Salgado, Schofield, Schuster and Hill. The vote being five (5) ayes and seventeen (17) nays, the motion to postpone the vote on the UDO indefinitely has failed.

3. Public Comment

Chairwoman Hill explained the rules of public comment. The following people spoke:

- Brian Mafferty of Wonder Lake against RV parking restrictions in UDO
- Rocco Dawson of Harvard against RV parking restrictions in UDO
- Sue Swinford of McHenry against RV parking restrictions in UDO
- Lee Frisch of Cary against RV parking restrictions in UDO
- Thomas Eckland of Crystal Lake against RV parking restrictions in UDO
- Steve Frazier of Union against UDO allowing horse racing
- Steve Kopinski of Union against UDO allowing horse racing
- Pam Palmer of Union against UDO allowing horse racing
- Charles Dollman of Union against UDO allowing horse racing
- Betty Miller of Union against UDO allowing horse racing
- Marcia Lockwood of Marengo against UDO allowing horse racing
- Pat Lawlor of Marengo against UDO allowing horse racing
- Shari Rogutich of Union against UDO allowing horse racing
- Gwendolyn Hirst of Garden Prairie against UDO allowing horse racing
- Liz Sander of Union against UDO allowing horse racing
- Jerald Haar for Harold Haar against UDO allowing horse racing
- DeAnn McGlynn of Union against UDO allowing horse racing
- Jon Rogutich of Union against UDO allowing horse racing
4. Written Amendments to the Unified Development Ordinance

Mr. Walkup asked that we move those issues that were brought up at public comment to the beginning of the amendments, namely the horse racing issue and the RV parking issue. Chairwoman Hill said yes she will do that.

Chairwoman Hill asked Mr. Gottemoller to make his original motion again. Mr. Gottemoller renewed his original motion seconded by Mr. Martens to approve the Ordinance adopting the Unified Development Ordinance (UDO) comprehensively amending the McHenry County Zoning Ordinance and repealing various previous ordinances and regulations. Mr. Gottemoller stated that his motion includes the previous amendments that were approved.

Amendment #3 - Regarding RV parking and storage
Chairwoman Hill noted that there are four Options, A - B - C or D
Mr. Skala made a motion to adopt Option D seconded by Ms. Schuster.

Chairwoman Hill asked for any discussion. Mr. Skala said he wrote Option D because he tried to take into account the public that spoken on this matter in the past and balance with the other options available i.e. not restricting the storage or these vehicles but also addressing concerns about those vehicles that are not maintained. The Board spoke pro and con on this amendment some stating that we already have mechanisms in place for junk vehicles. Mr. Sandquist said one ordinance on the books right now says you can't live in your RV on your premises; this will be repealed and replaced with nothing. So people could live there indefinitely as long as they are following Health Dept requirements for well and septic disposal.

Ms. McClellan made a motion to amend seconded by Mr. Hammerand to replace Option D with Option B.

Chairwoman Hill asked for any discussion on the motion to amend to accept Option B in place of D. She pointed out that B takes away all restrictions and D puts in health and safety restrictions that are elsewhere in other ordinances.

Board members spoke for and against Option B some being concerned that there are no restrictions in this option for living in RV's. It was asked how many times a year that P&D gets calls about people living in RV's. Mr. Sandquist said they get about 5 complaints a year.

Chairwoman Hill asked for a roll call vote on the motion to amend to accept Option B in place of Option D. The following members responded aye: Aavang, Barnes, Draffkorn, Evertsen, Gottemoller, Hammerand, Jung, Koehler, Martens, McClellan, Miller, Provenzano, Salgado and Hill. Nay: Skala, Walkup, Chirikos, Heisler, Kurtz, McCann, Schofield and Schuster. The vote being fourteen (14) ayes and eight (8) nays, the motion to accept Option B for RV parking and storage has passed.

Chairwoman Hill asked for a voice vote on the original motion which passed unanimously. A roll call was requested by the Board.

Mr. Chirikos shared his concerns again about the ability to use a RV as a residence. Mr. Sandquist said this amendment is about storage and nowhere in the Ordinance does it say you cannot occupy it, so under Option B you can occupy an RV. If it's deemed to be permanent the Health Dept regulations would make it very difficult to do. There may also be building code requirements at that point as well if it is no longer temporary. As well there could be an issue with it being a second
residence on the property which is not allowed in the County. He is certain that this will allow people
to occupy an RV at least on a temporary basis because there is nothing in the Ordinance defining a
time limit. Mr. Chirikos said this is why he preferred Option D because there was a time limit on that
activity.

Ms. Nomm said it's reasonable for people to use house facilities and they have had these types of
situations on a temporary basis before. Mr. Skala said neither he nor any of the board members
have an issue with the storage of RV's but he tried to take into consideration the health and safety
issues of being able to live in the RV.

Mr. Hammerand thanked everyone for coming out and noted that our climate won't allow for year
round living in RV's.

Mr. Hammerand made a motion to Call the Question. He withdrew his motion due to others wishing
to speak.

Ms. Schuster felt a lot of people would start living in their RV's because of the housing industry and
economy. She believed Option D addressed the issues and will vote no for Option B.

Ms. McCann asked if there is a one acre lot improved vacant lot zoned R can she put an RV on it and
live in it. Mr. Sandquist said no, if it's not used for residential purposes you don't get to store or live in
an RV there. Accessory uses are not allowed without a principal use.

Chairwoman Hill asked for a roll call vote on the original motion to approve Amendment 3 as
amended approving Option B. The following members responded aye: Aavang, Barnes, Chirikos,
Draffkorn, Gottemoller, Hammerand, Jung, Koehler, Martens, McClellan, Miller, Provenzano,
The vote being fifteen (15) ayes and seven (7) nays the motion to approve Amendment 3 Option B
has passed.

Amendment #20 - Temporary Entertainment Events, Section 14.4 D
Ms. Schofield made a motion seconded by Mr. Chirikos to approve Amendment #20.

Mr. Sandquist stated that this applies to all temporary use events, and to horse racing only if you
approve other amendments.

Ms. Kurtz asked how this would be enforced. Mr. Sandquist said all temporary use permits have a
site plan that is submitted to staff and go over the requirements and they make sure they are 50 feet
from the property line. If there is a reason to believe the 50 feet is not being complied with they will
go out and do an inspection and respond appropriately. It would require an order from the court to
shut down a business and P&D could file suit after the fact for violating the ordinance if they don't
comply.

Other board members raised concerns about noise issues and positioning of speakers for music.
Ms. Schofield said she worked with staff on these amendments because this wasn't enforceable by
P&D but with this Ordinance amendment it now is able to be enforced by P&D.

Mr. Walkup asked if this would apply for a wedding event if someone were paying to use your
property. Mr. Sandquist said if you are renting out your property to people you do not know then that
would be a temporary use and this would apply.

Ms. Barnes asked if there is not a 50 foot line does this not apply. And she questioned the ability to
enforce this. Mr. Sandquist responded that if there is a complaint they would check it out but they
can't demand people to leave the property because they are violating a Temporary Use Permit.
There is a provision in the UDO that says if you violate this permit you don't get another one for one
year. They also have the option to go after them for an ordinance violation for that day which is a $500 fine.

Mr. Hammerand said there should be a buffer zone around the whole property between the property line of where the event is taking place and the neighboring property.

Mr. Hammerand made a motion to amend the amendment to ask for a 50 foot buffer with a temporary fence or security tape seconded by Ms. Evertsen.

Chairwoman Hill asked for any discussion on the amendment to the amendment. Mr. Gottemoller said currently temporary events have zero buffer lines. It seems unreasonable to him to tell people they need to fence or tape off their property for a temporary use.

Ms. Schofield read the list of what a temporary event could be.

Mr. Walkup made a motion to amend the amendment to the amendment to remove temporary places of worship from the list. Chairwoman Hill asked that this be brought up after the current amendment is voted on if necessary.

Mr. Kelly of the ZBA said when amendments are being made for temporary use permits for an entertainment event a lot of them are on business property, so some of these need to be spelled out whether you are applying this to AG properties, business properties etc.

Chairwoman Hill asked for a voice vote on the motion to amend the amendment to ask for a 50 foot buffer with a temporary fence or security tape around the property. The nays having it the motion to amend the amendment as stated has failed.

Chairwoman Hill asked for a roll call vote on the original motion to approve Amendment #20. The following members responded aye: Skala, Aavang, Chirikos, Draffkorn, Gottemoller, Heisler, Jung, Koehler, Kurtz, Martens, McCann, Miller, Salgado, Schofield, Schuster and Hill. Nay votes: Walkup, Barnes, Evertsen, Hammerand, McClellan and Provenzano. The vote being sixteen (16) ayes and six (nays) the motion to approve Amendment #20 has passed.

Amendment #21 - Temporary Entertainment Event, Section 2.2

Mr. Chirikos made a motion to amend the amendment seconded by Ms. Miller adding verbiage for spectator sport horse racing events for commercial purposes.

Chairwoman Hill asked for any discussion. Ms. Schuster made a motion to amend the amendment to return this to the original text of the Unified Development Ordinance (UDO). Ms. Schuster withdrew at this time.

Mr. Gottemoller believes the problem for horse racing events for commercial purposes is the issue of treating them as a continuous temporary event. He’s been to these events and he feels location is the problem and will not support this amendment. Several Board members talked about location being an issue as well as concerns about taking away people’s rights that including the neighbors as well as the event hosts.

Mr. Walkup questioned the legality of this amendment however after talking with the SAO he feels comfortable that we would be legally defensible if there was a problem.

Ms. McClellan responded to Mr. Walkup’s comments by saying that the court has a great deal of discretion when these types of things come before them and regulations of our property rights are serious and shouldn't be taken lightly. One of the reasons we buy property is for the economic impact, so when we are regulated based upon government interference and it takes away the economic impact that we bought that property for, we should take caution and the same caution
should be taken to the extent that the regulation interferes with that investment backed expectation. She said regulations are there for certain purposes but we must be rational in setting forth the regulations.

Ms. McCann made a motion to amend the amendment to remove anything to do with spectator sport horse racing events for commercial purposes from the UDO for further discussion at committee to consider standards. The motion dies for lack of a second.

Chairwoman Hill asked for a roll call vote to approve Amendment #21. The following members responded aye: Chirikos and McCann. Nays: Skala, Walkup, Aavang, Barnes, Draffkorn, Evertsen, Gottemoller, Hammerand, Heisler, Jung, Koehler, Kurtz, Martens, McClellan, Miller, Provenzano, Salgado, Schofield, Schuster and Hill. The vote being two (2) ayes and twenty (20) nays, the motion to approve Amendment #21 has failed.

Amendment #22 - Table 8-1 adding Horse Racing to A-1
Ms. Schofield made a motion to approve the amendment to Table 8-1 seconded by Ms. McClellan to allow Horse Racing Spectator Sport Event for a Commercial Purpose under A-1 with a CUP.

Chairwoman Hill asked for any discussion. Mr. Provenzano said he feels the fairground is the best venue for this type of event because all of the facilities needed are there however from what he is understanding this is not allowed there. Mr. Sandquist agreed that the ordinance as constructed does not make any exception that horse racing of this type could happen at the fairground as it is zoned A-1. He said any amendment that says this can happen at the fairgrounds and nowhere else, they will have to work closely with the SAO as to what the language would be. Mr. Provenzano said we can put in all the restrictions we want when issuing a CUP but if we deny a CUP in A-1 which is what the fairground is he believes we will see many lawsuits. Ms. McClellan agreed.

Ms. McCann said currently to have a racing event at the fairground you would need a Temporary Entertainment Permit. Mr. Sandquist agreed because they have AG zoning.

Mr. Hammerand made a motion that horse racing be permitted at the fairgrounds with their approval seconded by Mr. Provenzano. Mr. Hammerand feels this is an avenue where we can get rid of this CUP in AG and be put into 14.3 Q.

Chairwoman Hill clarified the amendment to Amendment #22 with the CUP for horse racing as a commercial purpose at A-1 and add this to the definition of fairgrounds. Mr. Sandquist said it makes sense but he pointed out that Fairgrounds is a land use it is not “the fairgrounds” as a piece of property that is owned by the McHenry County Fair Assoc. So any property owner that came in and requests a CUP for a fairground would then be able to do horse racing if horse racing is added to the definition. Mr. Hammerand said there are many operating conditions that would apply to a private fairground as well.

Chairwoman Hill felt that seems to be the intent of the original motion. She asked Ms. Schofield (motioner) if she would add this on to her original motion as a friendly amendment. Ms. Schofield said no, she didn’t think this was appropriate for this amendment because it’s not addressing the Table 8-1 principal use its addressing definitions. She feels Mr. Hammerand’s amendment belongs under the definition section.

ASA David Mellem said Mr. Hammerand’s amendment is out of order right now because we are considering an amendment right now and you can’t go into other parts of the UDO right now while this is on the table.

Chairwoman Hill said right now we are considering allowing a CUP for a commercial purpose in the A-1 setting. Mr. Provenzano didn’t understand why we can’t put two things together.
Mr. Walkup made a motion to appeal the Chairwoman’s decision to wait on Mr. Hammerand’s amendment seconded by Mr. Provenzano.

Chairwoman Hill asked for a voice vote, the nays having it her ruling stands.

Chairwoman Hill asked for a roll call vote on Amendment #22 to amend Table 8-1 to include C in A-1. The following members responded aye: Walkup, Chirikos, Gottemoller, Jung, Martens, McCann, McClellan, Miller, Schofield and Hill. Nay: Skala, Aavang, Barnes, Draffkorn, Evertsen, Hammerand, Heisler, Koehler, Kurtz, Provenzano, Salgado and Schuster. The vote being ten (10) ayes and twelve (12) nays, the motion to amend Table 8-1 to include C in A-1 has failed.

At this time the Board took a 10 minute break. Upon return, Chairwoman Hill asked for a show of hands how many can make it to a Special Meeting next Tuesday or Wednesday. Wednesday was the day of choice.

5. Amendments from the Floor to the Unified Development Ordinance

5. MEMBERS’ COMMENTS

6. ADJOURNMENT

Mr. Walkup made a motion seconded by Mr. Chirikos to adjourn at 9:58 p.m. and continue this meeting to October 1st. Chairwoman Hill declared the motion passed on a unanimous voice vote.

Date and approved in Woodstock IL this 6th day of November, 2014.

JAMES L. HEISLER, Acting Chairman
McHenry County Board

ATTEST:

KATHERINE C SCHULTZ, County Clerk
RECOMMENDATION FOR APPOINTMENT TO THE McHENRY COUNTY HISTORIC PRESERVATION COMMISSION AND THE CHAIRMAN OF THE McHENRY COUNTY ZONING BOARD OF APPEALS FOR NOVEMBER 6, 2014

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the following Appointments be and are hereby APPOINTED:

<table>
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<tr>
<th>McHENRY COUNTY HISTORIC PRESERVATION COMMISSION</th>
<th>Expiration Date</th>
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<tbody>
<tr>
<td>Gloria G. Mack</td>
<td>11/26/2019</td>
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<th>CHAIRMAN OF THE McHENRY COUNTY ZONING BOARD OF APPEALS</th>
<th>Expiration Date</th>
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<td>Richard C. Kelly</td>
<td>11/16/2016</td>
</tr>
</tbody>
</table>

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________________________
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

_______________________________________________
KATHERINE C. SCHULTZ, County Clerk
RESOLUTION AUTHORIZING THE COUNTY OF McHENRY TO ENTER INTO A CONTRACT FOR FY2015 WITH PAPER 101, ANKENY, IOWA FOR THE PURCHASE OF COPY PAPER

WHEREAS, the County of McHenry would like to award to Paper 101, Ankeny, Iowa the copy paper contract in the amount of $54,459.06 for FY2015, with the options for FY2016 at $56,285.16 and FY2017 at $58,109.16; and

WHEREAS, Facilities Management Department developed specifications for bidding for the Purchasing Department. The bid was faxed to 20 potential bidders with 3 bids submitted. The Facilities Management Department received the bids and recommended to award the copy paper bid to the lowest bidder, Paper 101, for FY2015, with option years FY2016 and FY2017; and

WHEREAS, the Management Services and Finance and Audit Committees have discussed and reviewed said request and are now making recommendation to the County Board for approval.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes Paper 101, Ankeny, Iowa the contract for copy paper in the amount of $54,459.06 for FY2015, and option FY2016 at $56,285.16 and FY2017 at $58,109.16; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

_________________________________
KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

• Summary Sheet - Copy Paper (PDF)
TO: McHenry County Board  
FROM: John Hadley  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing the County of McHenry to Enter Into a Contract for FY2015 with Paper 101, Ankeny, Iowa for the Purchase of Copy Paper


Background and Discussion: The Facilities Management Department is responsible for the procurement and delivery of copy paper to County departments. Facilities Management Department prepared specifications and solicited bids for a one-year contract and two (2) option years for copy paper. Twenty (20) bids were solicited through the County Purchasing Department and three (3) bids were received.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): Lowest bidder for copy paper is in the amount of $54,459.06 in OCA 160001-5015, which is within the proposed budget for FY2015, with option FY2016 at $56,285.16 and option FY2017 at $58,109.16.

Impact on Capital Expenditures: None

Impact on Physical Space: Dedicated paper storage is in the Government Center.

Impact on Other County Departments or Outside Agencies: Copy paper is generally delivered three times during the year due to storage limitations.

Conformity to Board Ordinances and Policies: Following current County Purchasing Ordinance.

Attachments / Appendices:
- Summary Sheet - Copy Paper (PDF)

HISTORY:
10/27/14 Management Services RECOMMENDED
10/28/14 Finance & Audit RECOMMENDED
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| POST CONSUMER CONTENT | 30% FSC | 30% FSC | 30% FSC | 30% | 30% | 30% | 30% |

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<tr>
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<td>Base Year</td>
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| BRIGHTNESS | 92 | 92 | 92 | 92+ | 92+ | 92+ | 92 |
| POST CONSUMER CONTENT | 30% FSC | 30% FSC | 30% FSC | 30% | 30% | 30% | 30% |

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| MANUFACTURER | FRP | FRP | FRP | IP/BOSE/GP | IP/BOSE/GP | IP/BOSE/GP | Georgia Pacific |
| PRODUCT NAME | XCell | XCell | XCell | Laser Sharp | Laser Sharp | Laser Sharp | Spectrum |

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**UNOFFICIAL RESULTS**

Attachment: Summary Sheet - Copy Paper (3400 : Purchase Copy Paper for County Departments)
SUMMARY SHEET  
County of McHenry Purchasing  
Date: 07/01/2014 @ 2:00 PM  
Bid/RFP: BID 14-50 Copy Paper

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- Does your company have a formal safety policy and your employees participate in safety training?  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes

- Upon request, would you be able to provide the County with a copy of your safety policy?  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes  
  - Yes

Sent to 20 potential bidders. Submittals received from 3.
RESOLUTION

RESOLUTION AUTHORIZING BEST QUALITY CLEANING INC., FRANKLIN PARK, ILLINOIS TO PROVIDE JANITORIAL SERVICE TO THE ANIMAL CONTROL AND CRYSTAL LAKE HEALTH CLINIC FOR FY2015

WHEREAS, the Facilities Management Department is responsible for the cleaning of County facilities. Since Animal Control and Health Clinic located in Crystal Lake are off-site, Facilities Management contracts with an outside agency to perform nightly cleaning; and

WHEREAS, for FY2014, with option years FY2015 and FY2016, the Facilities Management Department prepared specifications for bidding for the Purchasing Department. The bid was faxed to 13 potential bidders with 6 bids submitted.

WHEREAS, the bid for FY2014 with option years FY2015 and FY2016 was initially awarded to the lowest bidder, Active Maintenance, Lake Zurich, IL; however, they did not follow-through on meeting the janitorial specifications. The bid was then awarded to the next lowest bidder, Best Quality Cleaning of Franklin Park, IL for the remaining FY2014, and option FY2015 and FY2016; and

WHEREAS, the County of McHenry would like to award Best Quality Cleaning, Franklin Park, IL the annual cleaning contract for Animal Control and Health Clinic in the amount of $13,488 for FY2015, with option FY2016 at $13,488; and

WHEREAS, the Management Services and Finance and Audit Committees have discussed and reviewed said request and are now making recommendation to the County Board for approval.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes Best Quality Cleaning of Franklin Park, IL the janitorial contract for FY2015 in the amount of $13,488, with option year FY2016 at $13,488; and

BE IT FURTHER RESOLVED, said expenditures have been planned for in the FY2015 Facilities Management budget in OCA 160001-4025; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- Summary Sheet - Janitorial Service (PDF)
TO: McHenry County Board  
FROM: John Hadley  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing Best Quality Cleaning Inc., Franklin Park, Illinois to Provide Janitorial Service to the Animal Control and Crystal Lake Health Clinic for FY2015

**Board / Committee Action Requested:** Authorize Facilities Management to provide janitorial services through Best Quality Cleaning Inc., Franklin Park, IL at the Animal Control/Clinic facility in Crystal Lake in the amount of $13,488 for FY2015, with option FY2016 at $13,488.

**Background and Discussion:** Since Animal Control and the Crystal Lake Clinic are off-site, the Facilities Management Department went out for bid for janitorial services for FY2014 (with option years FY2015 and FY2016). The bid was initially awarded to the lowest bidder, Active Maintenance, Lake Zurich, IL; however, they did not meet janitorial specifications. The bid was then awarded to the next lowest bidder, Best Quality Cleaning, Franklin Park, IL for the remainder of FY2014.

**Impact on Human Resources:** None

**Impact on Budget (Revenue; Expenses, Fringe Benefits):** The funds, $13,488, are needed to maintain the housekeeping services at an off-site County facility and are included in the proposed FY2015 budget for OCA 160001-4025.

**Impact on Capital Expenditures:** None

**Impact on Physical Space:** None

**Impact on Other County Departments or Outside Agencies:** None

**Conformity to Board Ordinances and Policies:** Following current County Purchasing Ordinance.

**Attachments / Appendices:**
- Summary Sheet - Janitorial Service(PDF)

**HISTORY:**
- 10/27/14 Management Services RECOMMENDED
- 10/28/14 Finance & Audit RECOMMENDED
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<td>Active Maintenance</td>
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<td>Imperial Service Systems</td>
<td>Multisystem Management Company</td>
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<td>and your employees</td>
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<td>participate in safety</td>
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<td>training?</td>
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<tr>
<td>you be able to provide</td>
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<td>the County with a copy</td>
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<td>of your safety policy?</td>
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<td>per Addendum #1?</td>
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**UNOFFICIAL RESULTS**

Sent to 13 potential bidders
Submittals received from 6.

Attachment: Summary Sheet - Janitorial Service (3463 : Best Quality Cleaning Inc to provide Janitorial Service to Animal Control & Clinic)
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<td>Does your company have a</td>
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<td>able to provide the County</td>
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<td>with a copy of your safety</td>
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**UNOFFICIAL RESULTS**

Date: July 25, 2013  
Bid/RFP: # 13-50 Janitorial Service Animal Control & Health Clinic

Attachment: Summary Sheet - Janitorial Service (3463 : Best Quality Cleaning Inc to provide Janitorial Service to Animal Control & Clinic)
RESOLUTION

RESOLUTION FOR FY2015 AUTHORIZING ANNUAL PREVENTATIVE GENERATOR MAINTENANCE TO LIONHEART ENGINEERING

WHEREAS, the County of McHenry would like to award the lowest bidder, Lionheart Engineering, Huntley, IL the annual preventative generator maintenance contract in the amount of $13,280 for a one year contract (FY2015) with Option Year 1 (FY2016) at $13,686 and Option Year 2 (FY2017) at $14,082; and

WHEREAS, Facilities Management Department is responsible for providing the necessary utilities to County facilities and eight of these facilities have backup generators in the event of power failures. It is recommended by the manufacturers that these generators and transfer switches be serviced annually; and

WHEREAS, Facilities Management Department developed specifications for bidding for the Purchasing Department. The bid was faxed to 16 potential bidders and 2 bids were received. Upon review of the bids, Facilities Management would like to award the contract to the lowest bidder, Lionheart Engineering, Huntley, IL; and

WHEREAS, upon inspection or failures of said equipment, additional costs can and will be incurred with Lionheart Engineering for needed parts or services to regain operation; and

WHEREAS, the Management Services and Finance and Audit Committees have discussed and reviewed said request and are now making recommendation to the County Board for approval.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes the Facilities Management Department to enter into a contract with Lionheart Engineering, Huntley, IL in the amount of $13,280 for preventative maintenance, with two option years at $13,686 and $14,082 each, and

BE IT FURTHER RESOLVED, additional costs with Lionheart Engineering may be incurred for the replacement or repair parts of equipment; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- Summary Sheet - Generators (PDF)
TO: McHenry County Board  
FROM: John Hadley  
DATE: November 6, 2014  
SUBJECT: Resolution for FY2015 Authorizing Annual Preventative Generator Maintenance to Lionheart Engineering

Board / Committee Action Requested: Approve the acceptance of the lowest bid of $13,280 for preventative generator maintenance for FY2015, with Option FY2016 at $13,686 and Option FY2017 at $14,082, and to allow for additional expenses to be incurred when said equipment requires service and parts to regain operation.

Background and Discussion: Eight County facilities have backup generators available in the event of a power failure. Facilities Management Department prepared specifications to perform annual preventative maintenance service as specified by the manufacturers of these generators and automatic switches for the Purchasing Department. Bids were sent to 16 potential bidders with two bids received. Solicited bids were for a one year contract, with two option years. These generators are located at: Jail/Government Center, Administration Building, Building A, Building B, Animal Control, Archive Storage, DOT and Valley Hi Nursing Home.

Impact on Human Resources: None

Impact on Budget (Revenue; Expenses, Fringe Benefits): Lowest bidder for this preventative maintenance was Lionheart Engineering, Huntley, IL in the amount of $13,280 for FY2015, $13,686 for Option FY2016 and $14,082 for Option FY2017. The FY2015 amounts are within the proposed FY2015 budgets for service agreements. Additional funds are also available in the proposed FY2015 budget for Repair and Maintenance of Heavy Machinery if said equipment requires additional repairs or service.

Impact on Capital Expenditures: None

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: None

Conformity to Board Ordinances and Policies: Followed current County Purchasing Ordinance.

Attachments / Appendices:
- Summary Sheet - Generators (PDF)
### HISTORY:

- **10/27/14**  Management Services  RECOMMENDED
- **10/28/14**  Finance & Audit  RECOMMENDED
### SUMMARY SHEET
**County of McHenry Purchasing**

**Date:** 7/22/2014 @ 2:00  
**Bid/RFP:** BID 14-51 Maintenance for Emergency Generators & Automatic Transfer Switches

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<tbody>
<tr>
<td><strong>Name</strong></td>
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<td>Lion Heart</td>
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<tr>
<td><strong>City/State</strong></td>
<td>Carol Stream, IL.</td>
<td>Huntley, IL.</td>
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<td>Option Year 3 12/1/16 – 11/30/17</td>
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<tr>
<th><strong>GOVERNMENT CENTER &amp; JAIL</strong></th>
<th><strong>Kohler 60 kw</strong></th>
<th><strong>Load Bank Test</strong></th>
<th><strong>14 Automatic Transfer Switches</strong></th>
<th><strong>Fire Pump – 1 ATS</strong></th>
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<th><strong>BUILDING A</strong></th>
<th><strong>Kohler 40 kw</strong></th>
<th><strong>Load Bank Test</strong></th>
<th><strong>1 Automatic Transfer Switch</strong></th>
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**UNOFFICIAL RESULTS**

Attachment: Summary Sheet - Generators (3464 : Generator Maintenance)
<table>
<thead>
<tr>
<th></th>
<th>Generac 17 kw</th>
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<th>ANIMAL CONTROL</th>
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<td>Clark/Perkins Fire Pump Load Bank Test</td>
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Attachment: Summary Sheet - Generators (3464 : Generator Maintenance)
## SUMMARY SHEET
### County of McHenry Purchasing

**Date:** 7/22/2014 @ 2:00

**Bid/RFP:** BID 14-51 Maintenance for Emergency Generators & Automatic Transfer Switches

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### REGULAR BUSINESS HOURS
6:30 AM – 4:30 PM

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<td>10%</td>
<td>10%</td>
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**Sent to 16 potential bidders. Submittals received from 2**
RESOLUTION

RESOLUTION AUTHORIZING THE PURCHASE OF A ROOFTOP CHILLER FOR THE MCHenry COUNTY JAIL AND AN EMERGENCY APPROPRIATION TO THE NON-DEPARTMENTAL FISCAL YEAR 2014 BUDGET

WHEREAS, the Facilities Management Department is responsible for the maintenance and repair of all County owned facilities, mechanical equipment and grounds, including the main Government Center campus, the Division of Transportation and Valley Hi campuses, and the Health/Animal Control facility; and

WHEREAS, the existing chillers serving the Government Center and Jail are over 20 years old, exceeding their average life-expectancy of 20 years and causing concern for interruption of services in the Government Center and Jail due to failure of said equipment; and

WHEREAS, the Facilities Management staff has evaluated the condition of three (3) rooftop Trane chillers that serve the County Jail and Government Center with the assistance of Trane manufacturer, who issued a condition report that recommends the three (3) units be replaced over a three (2) year period; and

WHEREAS, after a presentation to the Management Services Committee in FY2013, the Facilities Management Director was given the authority to purchase and install in the 2nd phase of the project, a replacement chiller currently not running at a cost not to exceed $245,074; and

WHEREAS, the Facilities Management Director is now requesting an emergency appropriation to the Non-Departmental fiscal year 2014 budget in the amount of $245,074 to purchase and install one replacement chiller; and

WHEREAS, the Management Services and Finance and Audit Committees have reviewed this request and concur with the need and emergency appropriation of funds.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Acting Chairman of the Board is hereby authorized to execute a contract with Johnson Controls, Arlington Heights, IL for the purchase of one (1) chiller, at a cost not to exceed $75,580; and

BE IT FURTHER RESOLVED, that an emergency appropriation to the fiscal year 2014 budget in the amount of $245,074 to budget line item OCA 900020-6040 (Non-Departmental - Machinery & Equipment) for the purchase and installation of said equipment is also hereby authorized and will be offset by a revenue budget line item entry to OCA 900020-9990 (Non-Departmental - Utilization of Fund Balance); and

BE IT FURTHER RESOLVED, that $17,250 of additional funding will come from a DCEO rebate to help offset the costs, once approved by the agency; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

• CHILLER SUMMARY -SIGNED  (PDF)
TO: McHenry County Board  
FROM: John Hadley  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing the Purchase of a Rooftop Chiller for the McHenry County Jail and an Emergency Appropriation to the Non-Departmental Fiscal Year 2014 Budget

Board / Committee Action Requested: Facilities Management requests an emergency appropriation in the Fiscal Year 2013-2014 budget to purchase one (1) replacement chiller.

Background and Discussion: The McHenry County Government Center and Jail have five (5) rooftop chillers that are recommended for replacement. The units are over 20 years old, and it is recommended by the manufacturer (Trane) to replace the units to remain cooling and operations of buildings during the cooling season. The Facilities Management Department and their mechanical engineer developed specifications to replace said units. Bids were sent to the four (4) major manufacturers of rooftop chillers - Trane, McQuay, York, Carrier. After careful review the Facilities Management Department recommends the purchase of one (1) replacement chiller from Johnson Controls, Arlington Heights, IL in the amount not to exceed $75,580.

Impact on Human Resources: If any of the units fail during the cooling season, emergency actions will need to be necessary to provide temporary cooling and/or evacuation of building.

Impact on Budget (Revenue; Expenses, Fringe Benefits): An emergency appropriation in the amount of $245,074 in the Non-Departmental Fiscal Year 2014 budget to line item OCA 900020-6040 (Non-Departmental - Equipment & Machinery) is being requested with an offsetting entry to revenue budget line item OCA 900020-9990 (Non-Departmental - Utilization of Fund Balance). This request is for the total cost of the project, $75,580 for the chillers and $169,494 for the design fees, rigging, installation, DD Controls, contingency and extended warranty.

Impact on Capital Expenditures: Since this is a Capital replacement of building equipment, the expenditure in the amount of $245,074 will impact the Capital budget.

Impact on Physical Space: None

Impact on Other County Departments or Outside Agencies: Without the approval of these replacements, maintaining proper HVAC temperatures would be costly in emergency actions.
and/or evacuation of the building - thereby ceasing operations until units are repaired or replaced.

**Conformity to Board Ordinances and Policies:** Yes

**Attachments / Appendices:**
- CHILLER SUMMARY -SIGNED (PDF)

**HISTORY:**
- 10/27/14 Management Services RECOMMENDED
- 10/28/14 Finance & Audit RECOMMENDED
## Packet Pg. 49

### CHILLER SUMMARY - SIGNED

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<tr>
<td>D</td>
<td>$9,730.00</td>
</tr>
</tbody>
</table>

Alternate Bid: Full 3-year warranty and service agreement for entire unit.

### Mockup: Selection Encouraged

<table>
<thead>
<tr>
<th>Component</th>
<th>Reference Type</th>
<th>Design</th>
<th>Temperature Allowable Ambient Air</th>
<th>CHILLED WATER</th>
<th>VAVAV2015</th>
</tr>
</thead>
<tbody>
<tr>
<td>ACC-EC2-SCREW R-134A</td>
<td>015</td>
<td>23.6</td>
<td>456</td>
<td>99</td>
<td>18.08</td>
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<td>ACC-EC2-SCREW R-134A</td>
<td>015</td>
<td>38.2</td>
<td>71.2</td>
<td>100</td>
<td>18.08</td>
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</table>

### Manufacturer

**Manufacturer: YORK**

Base Bid Summary: Table - AIR-Cooled Screw/Scroll

**County Government Center - Jail Building**

**Vendor: JOSIPON Controls - Air Conditioning Heights**

**Signed:** Yes

**Manufacturer Parts:** Yes

**County of Michigan Purchasing:**

**Cost:**

**Attachment:** CHILLER SUMMARY - SIGNED (3560: Purchase Rooftop Chiller for Jail)
## Packet Pg. 50

<table>
<thead>
<tr>
<th>Bid/RFP: 14-86 CHILLER</th>
<th>SUMMARY SHEET</th>
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</thead>
<tbody>
<tr>
<td>County of Mchenny Purchasing</td>
<td>Date: October 2, 2014</td>
</tr>
<tr>
<td>Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)</td>
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</table>

### CHILLER SUMMARY -SIGNED

<table>
<thead>
<tr>
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<th>Notes</th>
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<tbody>
<tr>
<td>1</td>
<td>$7,225.00</td>
<td>Alternate Bid 6B: Sound attenuation package – full attenuation package (provide sound ratings)</td>
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<tr>
<td>2</td>
<td>$4,945.00</td>
<td>Alternate Bid 6A: Sound attenuation package – ultra low sound fans (provide sound ratings)</td>
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<tr>
<td>3</td>
<td>$3,785.00</td>
<td>Alternate Bid 5: 2&quot; Returns either type bolters.</td>
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<tr>
<td>4</td>
<td>$7,900.00</td>
<td>Alternate Bid 4: Active Harmonic Filter (field installed)</td>
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</table>

Please make additional copies of this sheet if additional chiller models are to be bid.
<table>
<thead>
<tr>
<th>SNO</th>
<th>BID</th>
<th>NO BID</th>
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<th>Cost of Alternatives:</th>
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<td></td>
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<td>Packet Pg. 51</td>
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<tr>
<td></td>
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<td>Alternate Bid 1: Active protection (field maintenance)</td>
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<td>Alternate Bid 2: Full house and Chiller enclosure panels</td>
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<tr>
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<td>Alternate Bid 3: Full house and Chiller enclosure panels</td>
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<td>Alternate Bid 4: Year extended preventive maintenance and service agreement for entire unit</td>
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<td>Note: Provide multiple entries per section 26.4.3</td>
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**MULTIPLE SELECTION ENCLOSED:**

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<th>8</th>
<th>9.8</th>
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<th>36</th>
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</tr>
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<td>CHILLED WATER</td>
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<tr>
<td>MANUFACTURER</td>
<td>YORK</td>
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<tr>
<td>BASE SUMMARY: TABLE: AIR-COOLING SYSTEM/SCROLL</td>
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<tr>
<td>MANUFACTORY CENTER: ALL BUILDING</td>
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</table>

**SIGNED:** YES
**MANDATORY PAGES: YES**

VENDOR: JOHNSON CONTROLS - ARLINGTCON HIGHLANDS

Bid/RFP: 14-86 CHILLER
Date: October 2, 2014

SUMMARY SHEET

County of Michigan Purchasing

Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)
| Alternative Bid G: Sound attenuation package – utilize low sound fans (provide sound ratings). |
|------------------|------------------|
| $2,650.00        | $725.00          |
| Alternative Bid F: Sound attenuation package – full attenuation package (provide sound ratings). |
| $2,320.00        | $725.00          |

**County of Michigan Purchasing**

**Date:** October 2, 2014

**SUMMARY SHEET**

Attachment: CHILLER SUMMARY - SIGNED (3560: Purchase Rooftop Chiller for Jail)
<table>
<thead>
<tr>
<th>Bid</th>
<th>No Bid</th>
<th>Total Cost</th>
<th>Comment</th>
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<tbody>
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**Attachment: CHILLER SUMMARY -SIGNED**

(3560 : Purchase Rooftop Chiller for Jail)
<table>
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<th>Bid/RFp: 14-86 CHILLER</th>
<th>County of Monterey Purchasing</th>
<th>Summmary SHEET</th>
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<tbody>
<tr>
<td>Alternate Bid 6B: Sound attenuation package – full attenuation package (provideSound fans).</td>
<td>Alternate Bid 6C: Sound attenuation package – entire low sound fans (provideSound fans).</td>
<td>Alternate Bid 5: 2&quot; restsreamed spring isolators.</td>
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<tr>
<td>$1,775.00</td>
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<td>$1,560.00</td>
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<td>$0 NO Bid - STANDARD</td>
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<td>$0</td>
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Attachment: CHILLER SUMMARY - SIGNED (3560 : Purchase Rooftop Chiller for Jail)
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<tr>
<td></td>
<td>$154,200.00</td>
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<td>$182,000.00</td>
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**Attachment:** CHILLER SUMMARY - SIGNED (3560: Purchase Rooftop Chiller for Jail)
<table>
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<td>$5,330.00</td>
<td>Sound attenuation package – full attenuation package (provide sound ratings).</td>
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<tr>
<td>No Bid – Standard</td>
<td>$1,980.00</td>
<td>Sound attenuation package – ultra low sound fans (provide sound ratings).</td>
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</table>

County of Mchenry Purchasing

SUMMARY SHEET

Date: October 2, 2014

Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)
Packet Pg. 57

Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)
<table>
<thead>
<tr>
<th>Bid/EP: T4-86 Chiller</th>
<th>County of McIntyre Purchasing</th>
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<td>Date: October 2, 2014</td>
<td>SUMMARY SHEET</td>
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Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)

<table>
<thead>
<tr>
<th>Total Cost</th>
<th>Alternative Bid 6B: Sound attenuation package – Full attenuation package (provide sound ratings)</th>
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<td>$ 6,800.00</td>
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<td>$ STANDARD</td>
<td>Alternative Bid 6A: Sound attenuation package – Ultra low sound fans (provide sound ratings)</td>
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<td>$ 8,200.00</td>
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<tr>
<td>Model</td>
<td>HP</td>
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<td>-------</td>
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<tr>
<td>116 TONS</td>
<td>105</td>
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<tr>
<td>153.8 TONS</td>
<td>105</td>
</tr>
<tr>
<td>153 TONS</td>
<td>105</td>
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<tr>
<td>153 TONS</td>
<td>105</td>
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</table>

**Attachment:** CHILLER SUMMARY - SIGNED (3560: Purchase Rooftop Chiller for Jail)
<table>
<thead>
<tr>
<th>Alternative Bid 6:</th>
<th>Sound attenuation package - full attenuation package (provide sound ratings).</th>
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<td>$ SEE PROPOSAL</td>
<td></td>
</tr>
<tr>
<td>Total Cost</td>
<td></td>
</tr>
<tr>
<td>NO BID - STANDARD</td>
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<tr>
<td>$ 2,400.00</td>
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</tr>
<tr>
<td>Alternative Bid 5:</td>
<td>Restricted splitting isolators.</td>
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<tr>
<td>$ SEE ATTACHED PROPOSAL</td>
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<tr>
<td>Total Cost</td>
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</tr>
<tr>
<td>NO BID</td>
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</tr>
</tbody>
</table>

**County of Míchigan Purchasing**

**Bid/RFP: 14-86 CHILLER**

**Date: October 2, 2014**

**SUMMARY SHEET**

Attachment: CHILLER SUMMARY -SIGNED (3560 : Purchase Rooftop Chiller for Jail)
RESOLUTION

RESOLUTION AUTHORIZING MCHENRY COUNTY GOVERNMENT TO ENTER INTO A CONTRACT WITH SCHMIEDING ENTERPRISES FOR THE REMOVAL OF SNOW FOR 2015

WHEREAS, the County of McHenry would like to award the snow removal/salting contract with a Performance Bond to Schmieding Enterprises, Woodstock, Illinois in the amount of $103,446 for FY2015, with the options for FY2016 at $95,244 and FY2017 at $97,079; and

WHEREAS, Facilities Management Department developed specifications for zero-tolerance snow removal/salting for bidding for the Purchasing Department. The bid was faxed to 14 potential vendors, receiving 6 responses. The Facilities Management Department reviewed the bids and recommends awarding the contract to the lowest bidder, Schmieding Enterprises for FY2015, with options to extend the contract for FY2016 and FY2017.

WHEREAS, the zero-tolerance snow removal/salting contract will include the following County facilities: McHenry County Government Campus, Treasurer's Building, Administration Building, Archives/Evidence Barn, Valley Hi Nursing Home, Animal Control, Work Force Network, and Route 31/Virginia Road Park and Ride; and

WHEREAS, the snow/salting contract of $103,446 is within the proposed FY2015 budget - 160001 (General Fund) - $80,229, 160350 (Valley Hi) - $11,139, 160082 (DOT Park & Ride) - $6,578, and Work Force Network - $5,500; and

WHEREAS, the Management Services and Finance and Audit Committees have discussed and reviewed said request and are now making recommendation to the County Board to approve.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes the Director of Purchasing to enter into a contract with Schmieding Enterprises, Woodstock, Illinois for a zero-tolerance snow removal/salting contract with Performance Bond in the amount of $103,446 for FY2015, and option FY2016 at $95,244, and FY2017 at $97,079; and

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that it is encouraged that Schmieding Enterprises complete and become certified in the County's snow and ice program; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:
- Summary Sheet - Snow Removal (PDF)
TO: McHenry County Board  
FROM: John Hadley  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing McHenry County Government to Enter Into a Contract with Schmieding Enterprises for the Removal of Snow for 2015

**Board / Committee Action Requested:** Approve the acceptance of the lowest bid for a zero tolerance snow removal and salting contract with Performance Bond to Schmieding Enterprises, Woodstock, Illinois in the amount of $103,446 for FY2015, with option FY2016 at $95,244, and option FY2017 at $97,079.

**Background and Discussion:** The Facilities Management Department is responsible for the removal of snow from County parking lots and walkways. The Facilities Management solicited bids for a one-year contract with two (2) option years for a zero-tolerance parking lot-driveway snow removal/salting contract. The Facilities Management department prepared specifications and bids were faxed to 14 vendors with 6 responses. The three (3) year contract will include a Performance Bond and includes snow removal from parking lots and drives and salting at: Government Center main campus, Treasurer’s Building, Administration Building, Archives/Evidence Barn, Valley Hi Nursing Home, Animal Control, Work Force Network, and Route 31/Virginia Road Park & Ride.

**Impact on Human Resources:** None

**Impact on Budget (Revenue; Expenses, Fringe Benefits):** The lowest bidder for snow removal/salting with a Performance Bond in the amount of $103,446 was Schmieding Enterprises, which is within the proposed FY2015 budget. $80,229 will be paid by 160001-4450, $11,139 by 160350-4450 (Valley Hi), $6,578 by DOT Park & Ride, and $5,500 by Work Force Network.

**Impact on Capital Expenditures:** None

**Impact on Physical Space:** None

**Impact on Other County Departments or Outside Agencies:** Snow removal/salting is a required necessity for County safety.

**Conformity to Board Ordinances and Policies:** Following current County Purchasing Ordinance.
**Attachments / Appendices:**

- Summary Sheet - Snow Removal (PDF)

**HISTORY:**

<table>
<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Recommendation</th>
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<td>10/27/14</td>
<td>Management Services</td>
<td>RECOMMENDED</td>
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<td>10/28/14</td>
<td>Finance &amp; Audit</td>
<td>RECOMMENDED WITH CHANGES</td>
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### SUMMARY SHEET

**County of McHenry Purchasing**

**Bid/RFP:** 14-68 Zero Tolerance Seasonal Snow Removal

**Date:** 08/14/2014 @ 2:30

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<tr>
<th>VENDOR CITY/STATE</th>
<th>VENDOR CITY/STATE</th>
<th>VENDOR CITY/STATE</th>
<th>VENDOR CITY/STATE</th>
<th>VENDOR CITY/STATE</th>
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<tbody>
<tr>
<td>Dahm Enterprises</td>
<td>Greve Construction, Inc.</td>
<td>Langton Snow Solutions</td>
<td>Schmieding Enterprises</td>
<td>Tovar Snow Professionals</td>
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<td>Wonder Lake, IL</td>
<td>Huntley, IL</td>
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<td>Woodstock, IL</td>
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<table>
<thead>
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<th></th>
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**Attachment:** Summary Sheet - Snow Removal (3603 : Snow Removal for 2015)
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<th>TOTAL OPTION YEAR 2 BID</th>
<th>WITHOUT PERFORMANCE BOND (11/30/15 – 4/30/2016):</th>
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<tr>
<td></td>
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Date: 08/14/2014 @ 2:30
Bid/RFP: 14-68 Zero Tolerance Seasonal Snow Removal

Attachment: Summary Sheet - Snow Removal (3603 : Snow Removal for 2015)
<table>
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<th>Amount</th>
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<td>TOTAL OPTION YEAR 3 BID WITHOUT PERFORMANCE BOND (11/30/16 – 4/30/2017):</td>
<td>$130,000.00</td>
</tr>
<tr>
<td>GRAND TOTAL:</td>
<td>$430,000.00</td>
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<tr>
<td>Number of days for completion after receipt of purchase order:</td>
<td>1 Day</td>
</tr>
<tr>
<td>Savings</td>
<td>$56,258.00</td>
</tr>
</tbody>
</table>
RESOLUTION

RESOLUTION AUTHORIZING APPROVAL OF THE COUNTY OF MCHENRY PROPERTY AND CASUALTY INSURANCE PROGRAM FOR FY 2015

WHEREAS, the County of McHenry's Insurance Broker/Consultant of record, Arthur J. Gallagher & Co. (hereafter referred to as “AJG”), has solicited quotations on casualty, property and specialty insurance coverage from various insurance markets in addition to necessary services related to the administration of the County's Insurance Program for FY 2015; and

WHEREAS, the County's Management Services Committee and Finance and Audit Committee reviewed the recommendations made by AJG for general liability, casualty, excess liability, automobile, property, professional liability, excess Workers' Compensation, employee theft, medical (dental clinic, inmate medical), third party claims management, and other policies necessary to properly insure McHenry County; and

WHEREAS, the County Management Services Committee and the Finance and Audit Committee approved the recommendations for the County of McHenry's Insurance Program for the policy period beginning on December 1, 2014 through December 1, 2015 as noted on the Attachment to this Resolution; and

WHEREAS, funding of the insurance premiums and related costs of the Insurance Program for FY 2015 in the amount not to exceed eight hundred ninety three thousand ($893,000) is budgeted under OCA 180320 Insurance Liability Fund.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairman of the Board is hereby authorized to execute the necessary documentation to bind insurance coverage and to obtain the related insurance services for the County of McHenry's Casualty Insurance Program for FY 2015 (Summary of Insurance Program attached hereto and made part of); and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

_________________________________
KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

• 2015 Insurance Program Resolution Exhibit A(PDF)
TO: McHenry County Board
FROM: Peter Austin
DATE: November 6, 2014
SUBJECT: Resolution Authorizing Approval of the County of McHenry Property and Casualty Insurance Program for FY 2015

**Board / Committee Action Requested:** Staff is seeking authorization to bind coverage through stated insurance providers for the County's Fiscal Year 2015 Insurance Program as per the attached resolution and corresponding program summary in an amount not to exceed $893,000.

**Background:** Arthur J. Gallagher & Co. ("AJG"), the County's broker and insurance consultant, obtained quotes from various insurance carriers for casualty, property, excess Workers' Compensation, and other specialized insurance policies per consultation with the County on appropriate coverage levels and needs. This year's renewal was approached with the intent to consolidate / integrate specialized coverages in an effort to reduce the number of policies needed and reduce the overall program cost. Additionally, policy limits and terms were reviewed to identify adjustments that would better meet the County’s needs in a cost effective manner.

**Since the presentation to the Management Services Committee and Finance and Audit Committee, there have been changes to the recommended program that have reduced the program cost. The attached resolution and discussion below reflect these changes.**

**Discussion:**

A significant change from last year's program is the integration of the following policies into the general liability policy package: waste water reclamation, sexual misconduct and Regional Office of Education. The completion of the property appraisal in 2014 has enabled the quoted policies to accurately reflect the value of the County's property to ensure proper coverage. All in all, the FY2015 property and causality insurance program as recommended enhances coverage and policy limits and is $106,400 less than the current year's program.

Casualty Insurance / Excess Liability / Auto / Professional / Specialized Coverage

AJG surveyed the marketplace to obtain competitive quotes for package coverage for general liability, umbrella liability, auto liability, auto physical damage, law enforcement liability, public official’s liability, hull coverage, sexual misconduct and Regional Office of Education policies. Four qualified responses were received from the following providers: Travelers (incumbent),
Alteris, Brit, and Munich. Travelers and Alteris provided the most comparable and competitive package proposals. The Travelers policy includes third party administration while the Alteris proposal does not and therefore this would be at an additional charge. Conversely, the Alteris proposal includes coverage for the Health Department’s medical advisor and the Coroner whereas Travelers excludes this coverage thereby requiring the County to obtain independent policies. This coverage would be an additional charge of $10,360 and would be incorporated into a separate policy through Landmark America. The following pricing was obtained from Travelers and Alteris. The corresponding adjustments are also shown to provide an "apples to apples" cost comparison of the packages.

<table>
<thead>
<tr>
<th>Travelers Package¹: $337,921</th>
<th>Alteris Package²: $323,957</th>
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</thead>
<tbody>
<tr>
<td>Add Coroner / Med Adv: $10,360</td>
<td>Add TPA: $28,530</td>
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<tr>
<td>Adjusted comparative package Total: $348,281</td>
<td>$352,487</td>
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</table>

It is important to note that Traveler’s quote includes a reduction in the deductible for auto physical damage from $25,000 to $10,000. The Alteris quote remains at a $25,000 deductible. Given the current relationship the County has with Travelers and the reduction in auto physical damage deductible, it is recommended that the County bind coverage with Travelers.

Additional Excess Liability:

Under the current insurance program, McHenry County carries $1M in general liability coverage and $9M excess liability coverage ($10M total coverage). AJG has recommended that this be increased due to the size and potential exposure of the organization. Travelers has offered an additional $6M in excess liability for $10,000. This would bring the total general liability and excess coverage to $16M. In light of the cost savings in this year’s renewal and the relatively low rate for the additional coverage, it is recommended that McHenry County obtain this additional excess coverage.

Property / Boiler & Machinery

Early in the renewal process, AJG was successful in having Travelers incorporate the Valley Hi waste water reclamation coverage into the property / boiler & machinery policy along with a reduction in premium compared to last year’s policy. The FY2015 renewal through Traveler’s is $147,600 - a savings of $16,419 when compared to the combined policy costs in the current year’s program. Because of this favorable renewal, other markets were not approached.

It is recommended that McHenry County renew the property and boiler / machinery policy with Travelers for FY2015.

Valley Hi Casualty Insurance / Excess Liability

AJG approached the incumbent, GuideOne Insurance, and CAN to quote nursing home professional insurance (primary & excess coverage) for Valley Hi. CAN did not provide a quote.
and GuideOne offered a renewal for $106,881 which is $8,467 higher than the FY2014 premium.

It is recommended that McHenry County accept the GuideOne proposal for Valley Hi Coverage.

**Cyber Liability**

Last year, McHenry County had to obtain cyber liability coverage for the medically-related County functions (Valley Hi, McHenry County Health Department and dental clinics) separate from that which was provided for the general county operations. It is recommended that for FY2015, cyber liability insurance be provided through one policy offered by Illinois Union (ACE) for $16,829.

**Excess Workers' Compensation**

Safety National, the County's current insurer, remains the best market in Illinois for excess workers' compensation. Safety National's renewal premium for FY2015 is a decrease of 6.38% from the current premium ($90,552 current / $84,774 for 2015). Self insured retention will remain at $650,000. AJG recommends Safety National be retained as the County's excess workers' compensation carrier.

**Professional Liability State's Attorney, Public Defender, Judiciary**

The County provides Professional Liability Insurance for the State's Attorney and the Public Defender through the National District Attorneys Association (NDAA). This is a long standing policy underwritten by Lloyds of London. The Public Defender premium has not changed from last year and will again cost $5,502. There was a slight increase for the State's Attorney premium - from $38,208 to $40,566.

Additionally, Professional Liability Insurance is provided to eight judges under a long standing policy with the Columbia Casualty Company. The FY2015 renewal will be at the same rate of $13,645.

It is recommended that McHenry County bind coverage as stated above.

**Crime and Fidelity**

AJG is recommending that crime and fidelity coverage be changed from Great American Insurance Company to Citizen's Insurance Company due to enhanced coverages. The policy premium is $4,245 which is an increase of $219 over the FY2014 policy.

**Dental Clinic Professional Liability / Health Department Medical Advisor / Coroner Professional Liability**
Landmark American Insurance Company has quoted a renewal premium for the Health Department's Dental Clinic of $10,693, a 19.3% decrease over the current year. If the County selects general liability coverage through Travelers as recommended above, separate coverage will be needed for the Health Department medical advisor and Coroner's professional liability. This would be an additional cost of $10,360 for a policy total of $21,053. AJG recommends binding this coverage with Landmark American Insurance Company.

Inmate Medical

The current carrier for inmate medical insurance is Gerber Life Insurance Company. Gerber quoted the renewal at $30,000 which is a 10.3% increase over the FY14 rate. This is a specialized policy and as such, it is recommended that Gerber Life Insurance be retained as McHenry County’s inmate medical insurance provider.

Third Party Administrator (TPA)

If McHenry County accepts the Travelers proposal for general liability as recommended above, Travelers will provide claim service for all general liability, law enforcement liability, auto and errors and omissions claims at no extra cost. Go Self Insured (GSI) has provided TPA services to adjudicate workers' compensation claims and subrogated auto liability claims where the County is not at fault. The service fee of $34,700 is the same as FY2014.

It is recommended that GSI be retained as the Workers’ Compensation TPA service provider for 2015.

Insurance Consultant Fee

As per the brokerage agreement executed in 2014, Arthur J. Gallagher & Co. Serves as McHenry County’s insurance broker and consultant for a flat fee of $33,500. AJG works strictly on a fee basis and does not receive commissions on any policies obtained by the County.

Human Resources: There will be no personnel impacts on Human Resources as a result of the County’s anticipated FY2015 Insurance Program.

Impact on Budget (Revenues, Expenses, Fringe Benefits): The County's proposed FY2015 budget provides sufficient funds under Department 18 Administration Fund 320 OCA 180320 Insurance Liability Fund to pay anticipated premium costs. Estimated overall insurance program cost is $887,216. The resolution is seeking authorization to bind coverage in an amount not to exceed $893,000 to provide additional latitude to address pricing contingencies that may arise.

Impact on Physical Space: There will be no impact on physical space.

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

**Conformity to Board Ordinances and Policies:** Continuation of the current insurance program conforms to County Board policy of self-insurance while also transferring risk to insurance carriers to reduce overall insurance costs for the County.

1 Includes the Travelers policies but does not include the coverage for the Health Department medical advisor and Coroner professional liability coverage. This is an additional cost of $10,360 through the Landmark proposal.

2 Includes the Alteris policies, Health Department medical advisor, Coroner professional liability coverage. General liability TPA services are provided separately through ASC.

**Attachments / Appendices:**
- 2015 Insurance Program Resolution Exhibit A(PDF)

**HISTORY:**
- 10/27/14 Management Services RECOMMENDED
- 10/28/14 Finance & Audit RECOMMENDED
## McHenry County

**2015 Insurance Program - Recommended**

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<tr>
<th>Insurance Type</th>
<th>Insurance Carrier</th>
<th>FY 2015 Program</th>
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<td>Casualty Insurance including:</td>
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<td>337,921</td>
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<tr>
<td>General Liability</td>
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<tr>
<td>Primary/Professional Liability</td>
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<td>Automobile Liability</td>
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<td>Hull Coverage</td>
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<td>Excess Liability</td>
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<td>Additional Excess Liability - $6M</td>
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<td>Cyber Liability - County</td>
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<td>Cyber Liability - VH, HD, Dental</td>
<td>Included in ACE 2015 Cyber Policy</td>
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<td>Property Boiler/Machinery</td>
<td>Travelers</td>
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<td>Vally Hi Nursing Home</td>
<td>Guide One</td>
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<td>Excess Workers' Compensation</td>
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<td>Crime &amp; Fidelity</td>
<td>Citizens Insurance Company</td>
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<tr>
<td>Dental Clinic</td>
<td>Landmark American Insurance Co.</td>
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<td>Includes: Med Advisor, Coroner</td>
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<td>Inmate Medical</td>
<td>Gerber Life Insurance Company</td>
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<tr>
<td>Judges Professional Liability</td>
<td>Columbia Casualty Company</td>
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<td>State's Attorney's Liability</td>
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<td>Third Party Administrator</td>
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<tr>
<td>Insurance Consultant / Broker</td>
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**Total:** $887,216

10/30/2014
RESOLUTION

RESOLUTION AUTHORIZING ACCEPTANCE OF ADDITIONAL GRANT FUNDING FROM THE UNITED STATES DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR THE MCHENRY COUNTY COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM AND AN EMERGENCY APPROPRIATION AND REALLOCATION OF EXISTING FUNDS TO THE CDBG 2014 BUDGET

WHEREAS, McHenry County is an Entitlement Community as defined by the Department of Housing and Urban Development and has received grant funding from HUD through the Community Development Block Grant fund; and
WHEREAS, the amount of CDBG Grant Funding received for fiscal year 2014 was in excess of what was anticipated; and
WHEREAS, it is the desire of McHenry County to fully utilize said additional funding by allocating the funding to certain line items in the CDBG budget; and
WHEREAS, in order to fully utilize the CDBG fiscal 2014 budget it is the desire to reallocate certain funding from one line item to another line item in the CDBG 2014 budget.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that an emergency appropriation in the amount of $15,535.95 in the Community Development Block Grant Funds fiscal year 2014 budget is hereby authorized to the following budget line items to account for the additional award received from the Department of Housing and Urban Development:

REVENUE:
OCA 100045-9405 CDBG – Federal Government Grants $15,535.95

EXPENDITURE:
OCA 100045-3010 CDBG – Regular Salaries $13,234.95
OCA 100045-3105 CDBG – Social Security/County Share $956.00
OCA 100045-3110 CDBG – Illinois Municipal Retirement $1,345.00

BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the following budget line item transfers within the Community Development Block Grant Funds are also hereby authorized as follows:

FROM:
OCA 100045-4010 CDBG – Audit and Management $5,000.00
OCA 100045-4127 CDBG – Leasing $2,000.00
OCA 100045-4435 CDBG – Consultants $16,000.00
OCA 100045-5070 CDBG – Miscellaneous Supplies $6,000.00
Total $29,000.00

TO:
OCA 100045-3010 CDBG – Regular Salaries $24,582.00
OCA 100045-3105 CDBG – Social Security/County Share $1,836.00
OCA 100045-3110 CDBG – Illinois Municipal Retirement $2,582.00
Total $29,000.00

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk
TO: McHenry County Board
FROM: Jeff Harris
DATE: November 6, 2014
SUBJECT: Resolution Authorizing Acceptance of Additional Grant Funding from the United States Department of Housing and Urban Development for the McHenry County Community Development Block Grant Program and an Emergency Appropriation and Reallocation of Existing Funds to the CDBG 2014 Budget

Board / Committee Action Requested: Approval of a resolution to recognize previously unallocated funding received from the Department of Housing and Urban Development for Fiscal Year 2014 and to reallocate funding from certain program areas to salaries.

Background and Discussion: The estimates that the Community Development Division of the Planning and Development Department developed for the amount of grant funding to be received from the Department of Housing and Urban Development for fiscal year 2014 underestimated the correct level of funding. McHenry County received $15,535.95 more CDBG grant funding than estimated. Staff is requesting that this additional unrecognized funding be placed in the salaries line item of the current 2014 CDBG budget. Additionally, staff is requesting that $29,000 be reallocated from various line items that have been overfunded in the CDBG 2014 Budget to the salaries line items. These transfers are necessary bookkeeping actions and will correct the appearance of a projected shortfall in the salaries line items for the 2014 fiscal year budget.

Impact on Human Resources: This transfer of funds will permit funding of the salaries for the remainder of the 2014 fiscal year for the Community Development staff.

Impact on Budget (Revenue; Expenses, Fringe Benefits): No new funding is being requested. This action will recognize the increased funding level in CDBG Grant Funding that McHenry County received in August of this year and reallocate some existing funding from line items that have been overfunded to line items that are underfunded.

Impact on Capital Expenditures: There is no impact of McHenry County Capital expenditures.

Impact on Physical Space: There is no impact on space requirements for McHenry County.

Impact on Other County Departments or Outside Agencies: There is no impact on any other departments or outside agencies.
Conformity to Board Ordinances and Policies: This transfer will conform to all other ordinances and policies of McHenry County

HISTORY:
10/16/14 Planning & Development RECOMMENDED
10/28/14 Finance & Audit RECOMMENDED
RESOLUTION

RESOLUTION AUTHORIZING A REALLOCATION OF EXISTING FUNDS IN THE HOME INVESTMENT PARTNERSHIP GRANT PROGRAM 2014 BUDGET

WHEREAS, McHenry County is an Entitlement Community as defined by the Department of Housing and Urban Development and has received grant funding from HUD through the HOME Investment Partnership Grant fund; and

WHEREAS, it is the desire of McHenry County to fully utilize said funding by reallocating funding to certain line items in the HOME budget that have experienced larger than anticipated expenditures; and

WHEREAS, in order to fully utilize the HOME fiscal 2014 budget it is the desire to reallocate certain funding from one line item to another line item in the HOME 2014 budget.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the following budget line item transfers are hereby authorized in the fiscal year 2014 Home Investment Partnership Grant Program budget as follows:

FROM:
OCA 100047-5070  HOME – Miscellaneous Supplies  $10,000.00

TO:
OCA 100047-4001  HOME – Contractual Services  $10,000.00

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk
TO: McHenry County Board
FROM: Jeff Harris
DATE: November 6, 2014
SUBJECT: Resolution Authorizing a Reallocation of Existing Funds in the HOME Investment Partnership Grant Program 2014 Budget

Board / Committee Action Requested: Approval of a resolution to reallocate funding from Miscellaneous Supplies to Contractual Services.

Background and Discussion: The estimates that the Community Development Division of the Planning and Development Department developed for the amount of administrative grant funding needed in the Contractual Services category where less than what is needed. Staff is proposing to transfer $10,000 from the Miscellaneous Supplies line item to the Contractual Services line item of the HOME budget. These transfers are necessary bookkeeping actions and will correct the appearance of a projected shortfall in the line items for the 2014 fiscal year budget.

Impact on Human Resources: There is no impact on Human resources for McHenry County.

Impact on Budget (Revenue; Expenses, Fringe Benefits): The proposed change will transfer existing funds from a line item that has been overfunded to a line item that is underfunded.

Impact on Capital Expenditures: There is no impact of McHenry County Capital expenditures.

Impact on Physical Space: There is no impact on space requirements for McHenry County.

Impact on Other County Departments or Outside Agencies: There is no impact on any other departments or outside agencies.

Conformity to Board Ordinances and Policies: This transfer will conform to all other ordinances and policies of McHenry County.

HISTORY:
10/16/14 Planning & Development RECOMMENDED
10/28/14 Finance & Audit
RESOLUTION

RESOLUTION AUTHORIZING A CONTRACT WITH SHI INTERNATIONAL CORP. FOR CHECK POINT FIREWALL MAINTENANCE AND SUPPORT RENEWAL

WHEREAS, the McHenry County Information Technology Department currently utilizes Check Point Firewall maintenance and support for the critical firewall hardware and software used for electronic network security for the County; and

WHEREAS, the Check Point Firewall maintenance and support contract enables the County direct access to technical support, software updates, as well as hardware replacement for failed devices; and

WHEREAS, the Check Point Firewall maintenance and support covers the period of November 8, 2014 through November 7, 2015; and

WHEREAS, a RFP was issued to twenty-two potential bidders with only one respondent, SHI International Corp. being the successful vendor; and

WHEREAS, the Check Point Firewall maintenance and support is recommended by the Management Services and Finance and Audit Committees; and

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes the County Board Chairwoman to execute the necessary documentation for Check Point Firewall maintenance and support at a cost not to exceed $42,161.00 from OCA 200005-4321 (Information Technology - Computer Program Maintenance); and

BE IT FURTHER RESOLVED, that the Purchasing Director is hereby authorized and directed to negotiate the final form for documentation for the Check Point Firewall maintenance and support; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

_________________________________
KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:
- 14-91 TABULATION SHEET (PDF)
TO: McHenry County Board
FROM: Tom Sullivan
DATE: November 6, 2014
SUBJECT: Resolution Authorizing a Contract with SHI International Corp. for Check Point Firewall Maintenance and Support Renewal

Board / Committee Action Requested: Review and approve Check Point Firewall maintenance and support resolution.

Background and Discussion: The County currently utilizes Check Point Firewall maintenance and support that provides access to technical support, software updates, as well as hardware replacement for failed devices.

The County utilizes Check Point Firewall hardware and software to address electronic network security for the County. The Check Point maintenance and support has been budgeted for and covers the period of November 8, 2014 through November 7, 2015. A RFP was issued by McHenry County Purchasing on September 18, 2014 with a submission date of October 3, 2014 to twenty-two requested bidders, and only one response was received by SHI International Corp., 290 Davidson Avenue, Somerset, NJ 08873 being the successful vendor.

Impact on Human Resources: N/A

Impact on Budget (Revenue; Expenses, Fringe Benefits): This maintenance and support contract will impact the 200005-4321 line item of the FY2014 budget in an amount not to exceed of $42,161.00.

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances and Policies: N/A

Attachments / Appendices:
- 14-91 TABULATION SHEET (PDF)

HISTORY:
10/27/14 Management Services RECOMMENDED
**SUMMARY SHEET**
County of McHenry Purchasing  
Bid/RFP: 14-91 Provide Checkpoint Firewall Support & Maintenance

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Support Level: CPES-SS-PREMIUM  
Cost Each: $23,970.00  
Total Cost: $23,970.00 |        |        |        |        |        |
| Cost Each:         |        |        |        |        |        |
| Total Cost:         |        |        |        |        |        |
| Checkpoint 4GB memory Modules (2 items):  
Product Code: CPAC-RAM4GB  
Support Level: CPES-SS-PREMIUM  
Cost Each: Included  
Total Cost: Included |        |        |        |        |        |
| Cost Each:         |        |        |        |        |        |
| Total Cost:         |        |        |        |        |        |
| Checkpoint SG1180 NGTP  
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Support Level: CPES-SS-PREMIUM  
Cost Each: Included  
Total Cost: Included |        |        |        |        |        |
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<td>Support Level: CPES-SS-PREMIUM</td>
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<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Mobile Access Blade HA</td>
<td>Cost Each: Included</td>
<td>Total Cost: Included</td>
<td></td>
</tr>
<tr>
<td>Product Code: CPSB-MOB-50-HA</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Support Level: CPES-SS-PREMIUM</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>CP Security Gateway (FW Software for IP290)</td>
<td>Cost Each: Included</td>
<td>Total Cost: Included</td>
<td></td>
</tr>
<tr>
<td>Product Code: CPSG-P203-F-VUG</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Support Level: CPES-SS-PREMIUM</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>CP Security Gateway HA (FW Software for IP290)</td>
<td>Cost Each: Included</td>
<td>Total Cost: Included</td>
<td></td>
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<tr>
<td>Product Code: CPSG-P203-HA-F-VUG</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Support Level: CPES-SS-PREMIUM</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td><strong>BLADE SOFTWARE</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Checkpoint (CP) IPS Blade for 1 Year</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Product Code: CPAP-SG4808</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
</tr>
<tr>
<td>Service SKU: CPSB-IPS-M-1Y</td>
<td>Cost Each:</td>
<td>Total Cost:</td>
<td></td>
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<tr>
<td>Product Type</td>
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<td>Cost Each</td>
</tr>
<tr>
<td>--------------</td>
<td>--------------</td>
<td>-------------</td>
<td>-----------</td>
</tr>
<tr>
<td>Checkpoint (CP) IPS HA Blade for 1 Year</td>
<td>CPAP-SG4808-HA</td>
<td>CPSB-IPS-M-1Y-HA</td>
<td>$2,246.00</td>
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<tr>
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<td>CPAP-SG4808</td>
<td>CPSB-ABOT-M-1Y</td>
<td>$2,282.00</td>
</tr>
<tr>
<td>Checkpoint (CP) Anti-Bot HA Blade for 1 Year</td>
<td>CPAP-SG4808-HA</td>
<td>CPSB-ABOT-M-1Y-HA</td>
<td>$1,720.00</td>
</tr>
<tr>
<td>Checkpoint (CP) Secure Web Gateway for 1 Year</td>
<td>CPAP-SG4808</td>
<td>CPSB-SWG-4800-1Y</td>
<td>$4,494.00</td>
</tr>
<tr>
<td>Checkpoint (CP) Secure Web Gateway HA for 1 Year</td>
<td>CPAP-SG4808-HA</td>
<td>CPSB-SWG-4800-1Y-HA</td>
<td>$3,388.00</td>
</tr>
<tr>
<td>Product Code</td>
<td>Cost Each</td>
<td>Total Cost</td>
<td></td>
</tr>
<tr>
<td>------------------------------------</td>
<td>-----------</td>
<td>------------</td>
<td></td>
</tr>
<tr>
<td>CPAP-SG1180-NGTP-ADSL-A</td>
<td>$134.00</td>
<td>$134.00</td>
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</tr>
<tr>
<td>CPAP-SG640-NGTP-640-1Y</td>
<td>$128.00</td>
<td>$128.00</td>
<td></td>
</tr>
</tbody>
</table>

**GRAND TOTAL**

$42,161.00

Sent to potential bidders
Submittals received from _.
RESOLUTION

RESOLUTION AUTHORIZING MONTHLY TRANSACTIONS FOR THE DELINQUENT TAX PROGRAM

WHEREAS, the County of McHenry had undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on same have not been paid pursuant to 35 ILCS 200/21-90; and

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

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

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

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

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

<table>
<thead>
<tr>
<th>PIN</th>
<th>Resolution #</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-05-376-004,005</td>
<td>10-14-001</td>
</tr>
<tr>
<td>10-05-377-004</td>
<td>10-14-002</td>
</tr>
<tr>
<td>18-12-129-026,036</td>
<td>10-14-003</td>
</tr>
</tbody>
</table>

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- Delinquent Tax listing 100914 (PDF)
TO: McHenry County Board  
FROM: Denise Westmoreland  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing Monthly Transactions for the Delinquent Tax Program

Board / Committee Action Requested: N/A

Background and Discussion: N/A

Impact on Human Resources: N/A

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

Impact on Capital Expenditures: N/A

Impact on Physical Space: N/A

Impact on Other County Departments or Outside Agencies: N/A

Conformity to Board Ordinances and Policies: N/A

Attachments / Appendices:
- Delinquent Tax listing 100914 (PDF)

HISTORY:
10/28/14 Finance & Audit RECOMMENDED
<table>
<thead>
<tr>
<th>RES#</th>
<th>Account</th>
<th>Type</th>
<th>Account Name</th>
<th>Total Collected</th>
<th>County Clerk</th>
<th>Auctioneer</th>
<th>Recorder/Sec of State</th>
<th>Agent</th>
<th>Treasurer</th>
</tr>
</thead>
<tbody>
<tr>
<td>10-14-001</td>
<td>0914150M</td>
<td>SAL</td>
<td>HASANNA SADIKOFF</td>
<td>800.00</td>
<td>113.08</td>
<td>0.00</td>
<td>50.00</td>
<td>350.00</td>
<td>286.92</td>
</tr>
<tr>
<td>10-14-002</td>
<td>0914152M</td>
<td>SAL</td>
<td>HASANNA SADIKOFF</td>
<td>800.00</td>
<td>56.54</td>
<td>0.00</td>
<td>50.00</td>
<td>350.00</td>
<td>343.46</td>
</tr>
<tr>
<td>10-14-003</td>
<td>0914345M</td>
<td>SAL</td>
<td>THOMAS SNOOK</td>
<td>705.00</td>
<td>153.52</td>
<td>0.00</td>
<td>50.00</td>
<td>350.00</td>
<td>151.48</td>
</tr>
</tbody>
</table>

Totals $2,305.00 $323.14 $0.00 $150.00 $1,050.00 $781.86

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Committee Members

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Clerk Fees $323.14
Recorder/Sec of State Fees $150.00
Total to County $1,255.00
RESOLUTION

RESOLUTION AUTHORIZING A REALLOCATION OF EXISTING FUNDS UNDER CONTRACTUAL SERVICES FOR THE ONGOING RURAL INTENSIVE SURVEY OF HISTORIC STRUCTURES BY THE HISTORIC PRESERVATION COMMISSION

WHEREAS, on October 3, 2013, the Planning and Development Committee authorized the Historic Preservation Commission to apply for a grant from the Illinois Historic Preservation Agency Certified Local Government Program for the purposes of conducting a Rural Historic Structures Survey; and

WHEREAS, the Illinois Historic Preservation Agency approved the Historic Preservation Commission project scope of services and grant request of $15,400 with a required local match of $6,600; and

WHEREAS, on March 20, 2014, the Planning and Development Committee authorized staff to accept said grant and locate funding within existing budgets for the local match requirement; and

WHEREAS, on April 1, 2014, the County Board voted to authorize acceptance of said grant; and

WHEREAS, staff has identified existing funds to be used to provide the required local match.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that it is the desire of the County Board of McHenry County make the following transfer:

OCA 100005-4001 Contractual Services ($6,600.00)
OCA 100020-4001 Contractual Services $6,600.00

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk
TO: McHenry County Board
FROM: Dennis Sandquist
DATE: November 6, 2014
SUBJECT: Resolution Authorizing a Reallocation of Existing Funds under Contractual Services for the Ongoing Rural Intensive Survey of Historic Structures by the Historic Preservation Commission

Board / Committee Action Requested: Approval of a resolution to reallocate funding from the Department of Planning and Development's Management Contractual Services (OCA 100005-4001) to Historic Preservation Contractual Services (OCA 100020-4001).

Background and Discussion: Since 1998, the McHenry County Historic Preservation Commission (HPC) has been working on a project known as the Rural Intensive Survey. The Rural Intensive Survey is a field study of structures in unincorporated areas in McHenry County to determine their historical significance. On October 3, 2013, the P&D Committee authorized staff to pursue a State grant which would allow for the completion of the survey. On April 1, 2014, the County Board approved a resolution accepting the grant. The resolution indicated that the Department of Planning and Development would identify the necessary $6,600 in matching funds within its approved budgets. On October 16, 2014, the P&D Committee indicated the line item transfer should be submitted directly to the F&A Committee without P&D Committee review.

Staff has identified the required matching funds within OCA 100005-4001 (P&D Management-Contractual Services) and requests that said funds be transferred to OCA 100020-4001 (Historic Preservation Commission-Contractual Services) so that they may be encumbered for the completion of the Rural Intensive Survey project.

Impact on Human Resources: There is no impact on human resources for McHenry County.

Impact on Budget (Revenue; Expenses, Fringe Benefits): The proposed change will transfer existing funds within the Department's approved FY2014 budget from one line item to another line item.

Impact on Capital Expenditures: There is no impact on capital expenditures for McHenry County.

Impact on Physical Space: There is no impact on physical space for McHenry County.
Impact on Other County Departments or Outside Agencies: There is no impact on other County departments or outside agencies.

Conformity to Board Ordinances and Policies: This transfer will conform to all other ordinances and policies of McHenry County.

HISTORY:
10/28/14 Finance & Audit RECOMMENDED
RESOLUTION

RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT AMONG MCHENRY COUNTY, EMERGENCY TELEPHONE SYSTEMS BOARD (ETSB), CITY OF WOODSTOCK, WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT #200 AND MCHENRY COUNTY COLLEGE ESTABLISHING THE MCHENRY COUNTY BROADBAND FIBER NETWORK CONSORTIUM

WHEREAS, a goal within the McHenry County Board's Strategic Plan for 2013-2015 is to "Facilitate the Infrastructure Necessary to Improve Access to High Speed Internet throughout McHenry County"; and

WHEREAS, McHenry County worked with the McHenry County Economic Development Corporation, the State of Illinois, McHenry County College and multiple municipalities and school districts to bring expanded internet fiber up Randall Road and Route 14 to McHenry County College; and

WHEREAS, the new internet fiber currently terminates at McHenry County College and the next step in expanding the utilization of this asset is to pull fiber up Route 14 and Route 47 through the City of Woodstock to the McHenry County campus; and

WHEREAS, to accomplish this goal, an intergovernmental consortium was developed to share in the cost of construction and maintenance, and as an oversight body consider the further usage of the internet fiber.

NOW THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes an Intergovernmental Agreement among McHenry County, Emergency Telephone Systems Board (ETSB), City of Woodstock, Woodstock Community Unit School District 200 and McHenry County College Establishing the McHenry County Broadband Fiber Network Consortium.

BE IT FURTHER RESOLVED, that the project costs and splits to the Fiber Network Consortium are as follows:

<table>
<thead>
<tr>
<th>Consortium Members</th>
<th>Total Committed Construction Costs</th>
<th>Annual Maintenance (First Year)</th>
<th>% of Shared Costs</th>
</tr>
</thead>
<tbody>
<tr>
<td>McHenry County College</td>
<td>$54,423</td>
<td>$8,405</td>
<td>6.8%</td>
</tr>
<tr>
<td>County of McHenry</td>
<td>$760,399</td>
<td>$42,510</td>
<td>33.8%</td>
</tr>
<tr>
<td>Woodstock District 200 Schools</td>
<td>$806,526</td>
<td>$33,774</td>
<td>26.8%</td>
</tr>
<tr>
<td>City of Woodstock</td>
<td>$386,624</td>
<td>$33,774</td>
<td>26.8%</td>
</tr>
<tr>
<td>McHenry County ETSB - PSAP</td>
<td>$105,800</td>
<td>$7,274</td>
<td>5.8%</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$2,113,772</strong></td>
<td><strong>$125,737</strong></td>
<td><strong>100.0%</strong></td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that final agreement of the McHenry County Broadband Fiber Network Consortium IGA is subject to final State's Attorney review; and

BE IT FURTHER RESOLVED, that the County Clerk is hereby authorized to distribute a certified copy of this Resolution to the Director of Information Technology; the ETSB Coordinator; the County Clerk; the County Auditor; the Associate County Administrator - Finance; and the County Administrator.

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

• #3668 attachment (PDF)
TO: McHenry County Board
FROM: Peter Austin
DATE: November 6, 2014
SUBJECT: Resolution Approving an Intergovernmental Agreement Among McHenry County, Emergency Telephone Systems Board (ETSB), City of Woodstock, Woodstock Community Unit School District #200 and McHenry County College Establishing the McHenry County Broadband Fiber Network Consortium

Board / Committee Action Requested:
Approve an Intergovernmental Agreement between McHenry County, McHenry County College, McHenry County ETSB, School District #200, and the City of Woodstock.

Background and Discussion:
A goal within the McHenry County Board's Strategic Plan for 2013-2015 is to "Facilitate the Infrastructure Necessary to Improve Access to High Speed Internet throughout McHenry County." To accomplish this goal, an intergovernmental consortium was developed to share the cost of construction and maintenance, and to be a body to consider the further usage of the internet fiber.

Impact on Human Resources:
None immediately. Could assist in the future with efforts to minimize necessary staff.

Impact on Budget (Revenue; Expenses, Fringe Benefits):
No impact on the FY14 budget, nor will the project prompt any reductions to projects or programs already included in the proposed FY15 Budget as dollars necessary will come from the General Fund Reserve. The expected annual maintenance costs are expected to be $125,841 for the first year following completion of the project. The County's annual maintenance cost for the first year is expected to be $42,510. The first maintenance payment is due in January of 2016.

Impact on Capital Expenditures:
The total project construction costs are expected not to exceed $2,113,772. Included within the total construction cost is $1,974,100 with Globetrotter Engineering Corporation (GEC) for construction services, and $115,000 with the Northern Illinois University Broadband Development Group for project coordination services. The GEC agreement and NIU agreement are to be approved with separate agreements and resolutions.

McHenry County's portion of construction is expected not to exceed $760,399.
**Impact on Physical Space:**
N/A

**Impact on Other County Departments or Outside Agencies:**
The IGA will assist both County Departments and outside agencies.

**Conformity to Board Ordinances and Policies:**
The IGA moves on a Strategic Plan goal of the County Board.

**Attachments / Appendices:**
- #3668 attachment (PDF)

**HISTORY:**
10/27/14 Management Services RECOMMENDED
10/28/14 Finance & Audit RECOMMENDED WITH CHANGES
INTERGOVERNMENTAL AGREEMENT
AMONG
McHENRY COUNTY, CITY OF WOODSTOCK, WOODSTOCK COMMUNITY
UNIT SCHOOL DISTRICT 200 AND McHENRY COMMUNITY COLLEGE
ESTABLISHING
THE McHENRY COUNTY BROADBAND FIBER NETWORK
CONSORTIUM

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement") is entered into by and among McHenry County ("County"), the McHenry County Emergency Telephone System Board, ("ETSB"), the City of Woodstock ("City"), Woodstock Community Unit School District 200 ("District 200"), and McHenry County College ("MCC"), all of said entities being located in the State of Illinois (collectively the "Parties").

W I T N E S S E T H:

WHEREAS, the County, the ETSB and the City are municipalities or units of state or local government and District 200 and MCC are school districts, all of which are provided for in the 1970 Illinois Constitution (Article VII); and

WHEREAS, the 1970 Illinois Constitution (Article VII, §10(a)) and the Illinois Compiled Statutes (5 ILCS 220/3)) provide authority for intergovernmental cooperation; and

WHEREAS, pursuant to 65 ILCS 5/8-1-2.5 the City may appropriate and expend funds for economic development purposes within the City such as the project contemplated by this Agreement; and

WHEREAS, the County, ETSB, City, District 200 and MCC, in conjunction with their respective governmental and proprietary functions and authority, intend to construct, maintain, and utilize the proposed McHenry County Broadband Fiber Network Consortium ("Network") for the mutual benefit of all parties; and

WHEREAS, it is in the best interests of the Parties to collaborate on the Network to provide the most cost effective broadband services, provide for future growth of high speed communications, and best serve the citizens and businesses of the County to enter into this Agreement; and

WHEREAS, the Parties are willing to share in the costs of construction and maintenance of the planned Network; and

WHEREAS, it is necessary and appropriate that the parties enter into the Agreement in order to define the agreements, rights, and obligations of each party in connection with the construction and maintenance of the Network in order to accomplish the agreed upon sharing of costs to construct and maintain the Network;
NOW, THEREFORE, in consideration of the mutual agreements contained in this Agreement, the County, ETSB, City, District 200 and MCC agree as follows:

ARTICLE I
ESTABLISHMENT AND PURPOSE OF MCHENRY COUNTY BROADBAND FIBER NETWORK CONSORTIUM

The Consortium is established for the purpose of providing the location, hardware, software, services and other items necessary and appropriate for the establishment, operation and maintenance of a broadband network for the mutual benefit of its members, and to provide a forum for discussion, study, development and implementation of recommendations of mutual interest regarding the broadband network, communications, public sector information systems and technology, and management reporting within the geographical boundaries of its member public sector agencies.

ARTICLE II
DEFINITIONS

1. **Account.** The depository of all revenue collected by the Consortium for the construction, operation and maintenance of the Network as defined in Article VIII.

2. **Agreement.** This Intergovernmental Agreement among the Parties establishing the Consortium to establish, operate and maintain the Network.

3. **Alternate Representative.** Appointed by the governing board of the Member to represent the Member on the Board in the absence of the Representative pursuant to Article IV.

4. **Board.** Shall manage and operate the Consortium with the authority defined in Article IV.

5. **Budget.** Prepared for each Fiscal Year by the Board and approved by all the Member governing bodies setting forth the anticipated revenue and expenses for the Consortium pursuant to Article VIII.

6. **Chairperson.** Selected by the Board, shall conduct the meetings of the Board and shall sign instruments authorized by the Board along with the Treasurer.

7. **City.** City of Woodstock, Illinois.

8. **Consortium.** The entity established by the Parties for the purpose of establishing, maintaining and operating the Network.

9. **County.** McHenry County, Illinois.

11. **Effective Date.** The date the last of all the Members executes this Agreement.

12. **ESTB.** McHenry County Emergency Telephone System Board.

13. **Fiscal Year.** January 1 through December 31.


15. **MCC.** McHenry County College.

16. **Member.** County, ETSB, City, District 200, or MCC, or a new entity added to the Consortium pursuant to Article V.

17. **Network.** The hardware, software, services and other items necessary and appropriate to establish and operate a broadband network.

18. **Operation and Maintenance Cost.** All costs necessary and appropriate to operate, administer and maintain the Network.

19. **Parties.** The Members.

20. **Representative.** Designated by the governing board of a Member to represent the Member on the Board pursuant to Article IV.

21. **Secretary.** Shall keep the minutes of Board meetings, provide all notices to Members and Representatives, act as custodian of the records of the Consortium, and perform other duties assigned by the Board.

22. **Treasurer.** Shall act as signatory on all instruments approved by the Board along with the Chairperson, provide financial counseling to the Board, process financial transactions.

**ARTICLE III
NETWORK**

1. **Construction.** As soon as practicable, after the execution of this Agreement, the County will begin construction of the Network, as depicted on the map in Exhibit A and summarized in Exhibit B.

2. **Cost of Construction.** The Parties agree to pay the actual costs of construction of the Network in an amount not to exceed: $760,399 from the County; $386,624 from the City; $806,526 from District 200; $105,800 from the ETSB; and $54,423, from the MCC
3. **Payment Due.** The payments described in paragraph III.2 above shall be invoiced individually and due to the project vendor pursuant to the payment terms provided by the vendor. Notwithstanding the foregoing, the County shall pay sixty percent (60%) of District 200’s share of the construction cost set forth in paragraph III.2 to the vendor and the City shall pay forty percent (40%) of District 200’s share of the construction cost set forth in paragraph III.2, and the District shall pay the District’s share to the County and the City in four (4) annual equal installments, as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>County</th>
<th>City</th>
</tr>
</thead>
<tbody>
<tr>
<td>August 1, 2015</td>
<td>$120,978.90</td>
<td>$80,652.60</td>
</tr>
<tr>
<td>August 1, 2016</td>
<td>$120,978.90</td>
<td>$80,652.60</td>
</tr>
<tr>
<td>August 1, 2017</td>
<td>$120,978.90</td>
<td>$80,652.60</td>
</tr>
<tr>
<td>August 1, 2018</td>
<td>$120,978.90</td>
<td>$80,652.60</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$483,915.60</td>
<td>$322,610.40</td>
</tr>
</tbody>
</table>

The District agrees that the City may hold and not distribute to the District any School Impact Fees collected by the City on behalf of the District under Chapter 10 of the City’s Unified Development Ordinance during the twelve (12) month period immediately preceding the above payment dates. The City agrees to release the School Impact Fees immediately after each of the District’s payments to the City.

4. **Operation and Maintenance Costs.** The Parties recognize and agree that certain Operational and Maintenance Costs will arise over the term of this Agreement. The Parties agree and anticipate that maintenance and operational decisions for the Network will be made by Consortium. Payments for Operations and Maintenance Costs shall be paid to the Account in a lump sum beginning January 1, 2016, and each subsequent year of the Agreement based upon each Member’s assigned percentage as set forth below. The following is the assigned percentage and the Operation and Maintenance Costs for the first year of operation:

a. City: 26.8% ($33,774 in year one);

b. District 200: 26.8% ($33,774 in year one);

c. ETSB: 5.8% ($7,274 in year one);

d. MCC: 6.8% ($8,405 in year one);

e. County: 33.8% ($42,510 in year one).

Following the first year of operation of the Consortium, payments due by the Members for Operation and Maintenance Costs shall be based upon the
percentages set forth above unless otherwise changed due to the addition of a new Member.

ARTICLE IV
AUTHORITY OF BOARD

The Consortium shall be managed by the Board pursuant to the terms of this Agreement. The Board shall consist of one Representative from each Member to be designated by each Member through a resolution adopted by the governing board of the Member. Each Member may also designate one Alternate Representative by approving a resolution of the governing board of the Member. The Alternate Representative shall have all the rights of the Representative.

The Board shall have the authority to accomplish the purpose set forth in Article I of this Agreement including but not limited to:

1. Select and hire independent contractors, attorneys, auditors, employees, and such other persons as may be necessary to administer and accomplish the purpose of the Consortium.

2. Direct the collection and payment of funds to be used for the administration of the Consortium.

3. Purchase property, casualty, liability and other insurance.

4. Review and approve the annual Budget of the Consortium and quarterly reports on the financial affairs of the Consortium.

5. Approve and submit to each Member annually an audited report of the financial affairs of the Consortium made by a certified public accountant at the end of each Fiscal Year in accordance with generally accepted accounting practices.

6. Purchase fidelity bonds for employees, officers and representatives.

7. Establish recommended payments and supplementary payments to the Account.

8. Select one or more depositaries for the funds of the Consortium.

9. To purchase, acquire, lease, hold and dispose of property, both real and personal.

10. Recommend the expulsion of any Member from the Consortium for failure to perform its obligations under the Agreement.

11. Add additional public sector members to the Consortium and permit public and private sector entities to connect to the Network.
12. By a ¾ vote of the Members approve the creation of an operating committee and guidelines for the operations of the Consortium.

13. Carry out such other activities as are necessary, required or implied to accomplish the purposes of the Consortium specified in Article I of the Agreement.

No Representative shall receive any compensation or other payment for services from the Consortium for services as a Representative on the Board. The Chairperson or any Representative may submit to the Board for approval and be reimbursed for expenses incurred in pursuit of their position as a Member or officer of the Board. Reimbursement shall include amounts advanced on behalf of the Consortium, either by the Representative or by a Member and shall be in accordance with the policies and procedures established by the Board consistent with the terms of this Agreement.

ARTICLE V
ADDITION OF MEMBERS

Subsequent Members shall be considered for membership upon receipt of a written request to join the Consortium subject to approval of the Members pursuant to Article IX, the Members' execution of this Agreement, and payment of a one-time initiation fee as determined by the Board. All new Members must be public entities with the authority to levy a tax. The Consortium shall have the authority to permit non-public entities to connect to the Network without becoming a Member. Any new Member shall be financially responsible for its proportional share of the existing debts and liabilities of the Consortium for capital investment to the same extent as if the new member was an original Member as determined by the Board. In addition, any new Member shall be liable for all costs of adding or modifying the Network, hardware and/or software necessary to effectively accommodate the operational needs of the new Member, and of ensuring that there is no degradation of existing capability due to the new Member's needs. Each new Member shall be expected to pay a proportionate share of the normal, continuing operating expenses of the Consortium as set forth in Article III.4, as well as its proportionate share of any special assessment that may be approved by the Members.

ARTICLE VI
MEETINGS OF THE BOARD

1. At the annual meeting of Board, which shall be held during the first thirty (30) days of each Fiscal Year, the Board shall select the following officers: Chairperson, Treasurer, and Secretary for the coming Fiscal Year. No person may serve in the same office for more than two (2) consecutive full Fiscal Years. The Board may from
time to time establish other offices and may elect a Representative to serve in any such office. The Board may fill any vacancies that may occur in the offices for the remainder of the Fiscal Year.

2. Regular meetings of the Board shall be held as often as necessary to carry out the purpose of the Consortium but no less than two (2) times in each Fiscal Year. At least one (1) meeting shall be held during the first half of the Fiscal Year, which may include the annual meeting, and at least one (1) meeting shall be held during the second half of the Fiscal Year. Any item of business may be considered at a regular meeting.

3. Special meetings of the Board may be called by the Chairperson or by any two (2) Representatives.

4. Except in the case of an emergency, three (3) days written notice of regular or special meetings of the Board shall be given to each Representative and an agenda specifying the subject of any special meeting shall accompany such notice. Business conducted at special meetings shall be limited to those items specified in the agenda.

5. The time, date and location of regular meetings of the Board shall be determined by the Board.

6. Each Member shall be entitled to one (1) vote on the Board through its Representative or appropriately designated Alternate Representative. No proxy votes or absentee votes shall be permitted. However, meetings may be held, and individual Representatives may participate in such meetings by video or telephonic communication. Voting shall be conducted in accordance with the rules of procedure established by the Board and requirements of applicable laws.

7. A quorum shall consist of a majority of Member Representatives. Except as otherwise provided in this Agreement, a simple majority of a quorum shall be sufficient to constitute action by the Board. All actions of the Consortium shall require the affirmative vote of at least two (2) of the Members Representatives.

8. Initial drafts as well as final approved Minutes of all regular and special meetings of the Board shall be sent to the Representative of each Member.

9. All meetings of the Board shall be conducted in the manner required by law, including but not limited to The Open Meetings Act, 5 ILCS 120/1 et seq. The Chairperson shall cause to be published any schedule or notice of meetings of the Board as required by law. The County shall respond to requests under the Freedom of Information Act, 5 ILCS 140/1 et seq, on behalf of the Consortium and each Member shall respond to the portions of a FOIA request applicable to the Member.

ARTICLE VII
FISCAL YEAR AND AGENT
1. The fiscal year of the Consortium shall commence on January 1 and end on December 31 of each year.

2. The County shall be the fiscal and legal agent for the Consortium with the authority and duties established by the Board. The County shall perform financial administrative functions of the Consortium delegated to it by the Board, including but not limited to acting as official payor of all Operation and Maintenance Costs. The City shall monitor the Network and locate underground utilities within the City limits and as far east as the eastern boundary of the MCC property along U.S. Route 14 when necessary.

3. The Board shall call for an annual audit of the financial affairs of the Consortium to be made by a Certified Public Accountant at the end of each fiscal year in accordance with generally accepted auditing principles. An original copy of the annual audit report shall be delivered to each Member no later than March 1 of the subsequent fiscal year.

ARTICLE VIII
ACCOUNT

All revenue collected by the Consortium for design, construction, administration, operation, maintenance and repairs of the Network shall be deposited into the Account. All expenses to be paid for the design, construction, administration, operation, maintenance and repairs of the Network shall be paid from the Account. Prior to the commencement of each Fiscal Year, the Board shall adopt a Budget for the following Fiscal Year setting forth the anticipated revenues and expenses for the coming Fiscal Year. As part of the Budget, the Board shall set the payment each Member shall make to the Consortium. Each Member’s payment to the Consortium shall be based upon the anticipated expenses for the operation and maintenance of the Network and shall be based upon the Member’s percentage set forth in Article II.

Members shall make their payments to the Consortium in four (4) equal installments or as otherwise determined by the Board. The Members shall make their payments in accordance with the Local Government Prompt Payment Act, 50 ILCS 505 et seq. All Consortium funds, when invested, shall be invested in compliance with the Public Funds Investment Act, 30 ILCS 235/1 et seq.

If during any Fiscal Year, the funds on hand in the Account are not sufficient to pay the costs for operating and maintaining the Network, the Board shall require supplementary assessments from all Members. Members must pay the supplementary assessment within thirty (30) days of receipt of the notice from the Board in accordance with the Local Government Prompt Payment Act, 50 ILCS 505 et seq. The supplementary assessment shall be assessed in the same proportion as the Member’s quarterly payments.

ARTICLE IX
MATTERS REQUIRING APPROVAL OF MEMBERS
The following shall require approval of at least 75% of the Weighted Vote of the Members as evidenced by a resolution of the governing body of each Member:

1. Amendments to this Agreement;

2. Expulsion of Members from the Consortium ((The proposed expelled Member shall not vote and approval of expulsion shall be based upon 75% of all remaining Members).

3. Expansion of the Network;

4. Approval of the annual Budget;

5. Addition of Member to Consortium;

6. Supplement contributions to Consortium;


Weighted Vote shall mean the percentage of Operations and Maintenance Costs as set forth in Article III.4

ARTICLE X
OBLIGATIONS OF MEMBERS

Each member shall be required to:

1. Appropriate or budget for and, where necessary, to levy for, and pay promptly all quarterly and supplementary or other payments to the Account within thirty (30) days from the notice and in such amounts as are established within the scope of this Agreement;

2. Select a Representative to serve on the Board and an Alternate Representative;

3. Cooperate fully with the Consortium’s attorneys and auditors and any agent, employee, officer or independent contractor of the Consortium in any matter relating to the purpose and powers of the Consortium.

ARTICLE XI
LIABILITY OF BOARD OR OFFICERS

1. The Representatives, Alternate Representatives, and officers of the Consortium shall use ordinary care and reasonable diligence in the exercise of their authority and in the performance of their duties. They shall not be liable for any mistake of judgment or other action made, taken or omitted by any agent, employee, or independent contractor
selected with reasonable care, nor for loss incurred through investment of Consortium funds or failure to invest.

2. No officer, Representative or Alternate Representative shall be liable for any action taken or omitted by any other officer, Representative or Alternate Representative. The Account shall be used to defend and hold harmless any officer, Representative or Alternate Representative of the Board for actions taken by the Board if performed by the officer, Representative or Alternate Representative within the scope of his authority. The Consortium may purchase insurance providing fiduciary liability coverage for officers, Representatives and/or Alternate Representatives.

ARTICLE XII
CONTRACTUAL OBLIGATION

The obligations and responsibilities of the Members set forth in this Agreement, including the obligation to take no action inconsistent with this Agreement, as originally written or validly amended, shall remain a continuing obligation and responsibility of each Member. This Agreement may be enforced in law or equity either by the Consortium itself or by a Member. The consideration for the duties imposed upon the Member by this Agreement is based upon the mutual promises and agreements of the Members set forth herein. Except to the extent of the limited financial contributions to the Consortium each Member has agreed to make and except as provided in Article XVII (5), no Member agrees by this Agreement to be responsible for any claims of any kind against any other Member. Except as provided in Article XVII (5), the Members do not intend to create between the Members any relationship of partnership, surety, indemnification or liability for the debts of or claims against another.

ARTICLE XIII
EXPULSION OF MEMBER

1. The expulsion of a Member must be approved by all Members as evidenced by resolution of the Governing body of each Member, provided, however, the proposed expelled Member shall not vote and approval of the expulsion shall be based upon 75% of all remaining Members. Such expulsion shall take effect in the manner set out below, whenever a Member fails to perform any of its material obligations under this Agreement.

2. No Member may be expelled except after written notice from the Board of the alleged reasons for expulsion and after a reasonable opportunity of not less than thirty (30) days to correct the reasons for the expulsion. If the alleged reasons for expulsion cannot be corrected within thirty (30) days, and if the offending Member has taken, and is actively pursuing all reasonable efforts to correct the alleged reasons for expulsion, then the time such Member has to correct the alleged defaults shall be extended an additional thirty (30) days.
3. Within the initial thirty (30) day period, the offending Members may request a hearing before the Board. The request shall be in writing and addressed to the Chairperson.

4. If the offending Member and the Board are not able to resolve all issues between them, the offending Members may request arbitration in which event all matters in dispute shall be submitted to binding arbitration.

   A. The Arbitrator shall be selected from the list of mediators maintained by the Circuit Court of the McHenry County pursuant to its Mediation Program.

   B. If the offending Member and the Board cannot agree on an arbitrator within 21 days after demand for arbitration, then the offending Member and the Board shall jointly ask the Chief Judge (Presiding Judge of the Circuit Court) to designate an arbitrator.

   C. The costs, expenses and fees of the Arbitrator for his/her services shall be paid by the Cooperative.

   D. The rules and procedures set forth in the Civil Division Mediation Program for the McHenry County Circuit Court shall apply, with the exception that the arbitrator shall resolve all matters in dispute and his/her decision shall be final and binding on the Consortium, its Board and all Members.

5. In the event of expulsion, the former Member shall continue to be fully liable for any payment found to be due to the Account with respect to the period prior to the date of expulsion and any other unfulfilled obligation arising at any time attributable to the period prior to the date of expulsion and any other unfulfilled obligation as if it was still a Member of the Consortium. The Member shall be not be entitled to any asset of the Consortium, including but not limited to any personal or real property owned by the Consortium as of the date of any expulsion or any funds held in the Account. An expelled Member shall continue to maintain any hardware and software of the Network located on its property and shall grant access to said hardware and software to the Consortium for maintenance, repair and replacement.

ARTICLE XIV
WITHDRAWAL FROM THE CONSORTIUM

A Member may withdraw from the Consortium after December 1, 2019, subject to the provisions of this Agreement. A Member may withdraw on any January 1 upon at least one hundred eighty (180) days prior written notice to the Consortium. The rights and liabilities of a withdrawing Member to the Consortium shall be the same as those with respect to an expelled Member.

ARTICLE XV
TERMINATION OF THE CONSORTIUM
The Consortium shall terminate upon the occurrence of any one of the following events:

1. A final determination by a court of competent jurisdiction, after all appeals have been exhausted or time for appeal has expired, that the Consortium is invalid or contrary to law;

2. Vote of Members for termination pursuant to Article IX of this Agreement.

3. All or substantially all of the Network is destroyed and the Board determines that it shall not rebuild.

In the event the Board determines that it shall terminate the Consortium, it shall pay all of its outstanding obligations. If any funds exist after payment of the Consortium’s outstanding obligations, the Consortium shall distribute the remaining revenue and other assets of the Consortium to the Members prorata based upon the total amount of money contributed to the Consortium since its inception, including original construction costs and annual Operations and Maintenance Costs, compared to all remaining Members’ contributions.

ARTICLE XVI
EFFECTIVE DATE AND TERM

This Agreement shall commence only upon the last of all the Members to execute this Agreement (“Effective Date”) and shall remain in effect until terminated pursuant to Article XV.

ARTICLE XVII
MISCELLANEOUS

1. Notice: Any notice required by this Agreement shall be in writing and shall be deemed to have been given when deposited in a United States Post Office, registered or certified mail, postage prepaid, return receipt requested and addressed as follows:

If to the Consortium: at the business address of the then current Chairperson of the Board.

If to a Member: to the address of the principal office of the Member.

2. Section Headings: The section headings inserted in this Agreement are for convenience only and are not intended to and shall not be construed to limit, enlarge or affect the scope or intent of this Agreement or the meaning of any provision hereof.

3. Validity and Savings Clause: In the event any provision of this Agreement shall be declared by a final judgment of a Court of competent jurisdiction to be unlawful or
unconstitutional or invalid as applied to any Member, the lawfulness, constitutionality or validity of the remainder of this Agreement shall not be deemed affected thereby.

4. **Counterparts:** This Agreement and any amendments thereto may be executed in any number of counterparts which taken together constitute a single instrument.

5. **Indemnification.** To the extent permitted by law, each party agrees to indemnify and hold each other party harmless from and against any and all losses, damages, expenses, and claims (including attorney’s fees, costs and expenses of defending against such claims) by a third party made against or incurred by a Member for actions taken or failures to act in connection with or arising out of this Agreement. Each party’s indemnification obligation shall be limited based upon its percentage of Operations and Maintenance Costs set forth in Article III.4.

6. **Non-Appropriation.** This Agreement is made subject to available annual budgetary appropriations and shall not create any obligation on behalf of any party in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the Parties thirty (30) days after written notification of termination from any of the Parties.

7. **Governing Law and Venue.** This Agreement shall be governed by and construed according to the laws of the State of Illinois. Proper jurisdiction and venue for any action arising under this agreement shall be exclusively found in the 22nd Judicial Circuit Court, McHenry County, Illinois.

8. **Applicable Laws.** The Consortium shall abide by and be governed by the Illinois Prevailing Wage Act, 820 ILCS 130 et seq, and other laws applicable to local governmental entities.

**IN WITNESS WHEREOF,** the undersigned entities have caused this Agreement to be duly executed on the date set forth hereinafter.

<table>
<thead>
<tr>
<th>McHENRY COUNTY</th>
<th>CITY OF WOODSTOCK</th>
</tr>
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<tbody>
<tr>
<td>By: ___________________________</td>
<td>By: ___________________________</td>
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<td>Date: _______________________________</td>
<td>Date: _________________________________</td>
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<tr>
<td>Attest:</td>
<td>Attest:</td>
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<td>By: ___________________________</td>
<td>By: ___________________________</td>
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<tr>
<td>Its_________________________</td>
<td>Its_________________________</td>
</tr>
</tbody>
</table>

Attachment: #3668 attachment (3668 : IGA Broadband Fiber Network Consortium)
WOODSTOCK COMMUNITY UNIT SCHOOL DISTRICT 200

By: ____________________________

Date:___________________________

Attest:

By:____________________________

Its__________________________

McHENRY COUNTY COLLEGE

By:____________________________

Date:___________________________

Attest:

By:____________________________

Its__________________________

MCHENRY COUNTY EMERGENCY TELEPHONE SYSTEM BOARD

By:____________________________

Date:___________________________

Attest

By:____________________________

Its__________________________

EXHIBIT A - McHENRY COUNTY BROADBAND FIBER NETWORK CONSTRUCTION MAP

EXHIBIT B - McHENRY COUNTY BROADBAND FIBER NETWORK CONSTRUCTION SEGMENT DESCRIPTION

EXHIBIT C - McHENRY COUNTY BROADBAND COST STRUCTURE
EXHIBIT B

McHENRY COUNTY BROADBAND FIBER NETWORK CONSTRUCTION
FIBER CONSTRUCTION

The Network segments and related construction costs are presented in Exhibit A as follows:

**Primary Fiber Backbone** – Tarton Drive and US 14 Right of Way to the County of Woodstock Government Center on Seminary Road, including 12 segments.

**Secondary Fiber Backbone** - 12 Fiber Laterals to connect City and District 200 Sites

**Fiber Laterals** – 21 Fiber Laterals to connect City, District 200 and MCC Sites

**FIBER TRANSPORT ELECTRONICS**

Fiber transport electronics consists of high speed network electronic equipment with high bandwidth capabilities and future expansion capabilities. Electronic equipment is required at each site connected to the Network. In addition to the initial cost of the equipment, the transport electronic equipment requires annual maintenance costs to insure ongoing network operations.

**WIRELESS LINK**

The Network includes a high speed wireless link between the MCC Campus with the Lake Avenue (City of Woodstock) water tower. This link will be provisioned to provide data connectivity while the duct to be placed by IDOT road construction during 2014 is completed. This radio system may be left in place as a redundant route or may be moved to provide connectivity for other site access once fiber construction is completed. The Wireless Link includes both initial and ongoing maintenance costs.

**NETWORK OPERATIONS**

The network will require 24/7/365 support to monitor active network and electronic components, provide problem resolution and repairs in a timely manner and provide regular reporting to County management. Network Operations includes both initial and ongoing maintenance costs. The City will provide Network Operations support and a Contractor will be retained on a time and material basis to provide utility locate services and any fiber break/fix requirements.
# EXHIBIT C

**TOTAL COMMITMENT FOR CONSTRUCTION**

<table>
<thead>
<tr>
<th>TOTAL COMMITMENT</th>
<th>CONSTRUCTION COSTS</th>
<th>ANNUAL MAINTENANCE (first year)</th>
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</thead>
<tbody>
<tr>
<td>McHenry Community College</td>
<td>$ 54,423</td>
<td>$ 8,405</td>
</tr>
<tr>
<td>McHenry County</td>
<td>$ 760,399</td>
<td>$42,510</td>
</tr>
<tr>
<td>District 200 Schools</td>
<td>$ 806,526</td>
<td>$33,774</td>
</tr>
<tr>
<td>City of Woodstock</td>
<td>$ 386,624</td>
<td>$33,774</td>
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<tr>
<td>McHenry County ETSB – PSAP</td>
<td>$105,800</td>
<td>$7,274</td>
</tr>
<tr>
<td><strong>TOTAL</strong></td>
<td><strong>$ 2,113,772</strong></td>
<td><strong>$125,737</strong></td>
</tr>
</tbody>
</table>
RESOLUTION

RESOLUTION AUTHORIZING A MCHENRY COUNTY BROADBAND FIBER PROJECT BUDGET AND AN ADJUSTMENT TO THE PRELIMINARY FISCAL YEAR 2015 NON-DEPARTMENTAL BUDGET

WHEREAS, the Illinois Department of Central Management Services has/or is deploying a high-speed fiber middle mile network across a 55-county region of northeastern, central, and eastern Illinois to address a lack of suitable broadband access for community anchor institutions in many of the region’s rural, economically distressed counties; and

WHEREAS, McHenry County College was chosen as a community anchor institution within McHenry County, and is eligible to have the fiber brought to their campus; and

WHEREAS, on July 15, 2014 the County Board of McHenry County, Illinois approved Resolution R-201407-82-199 authorizing an intergovernmental agreement between the State of Illinois and the County of McHenry to install conduit to extend the high speed fiber optic network from the Illinois Toll way to McHenry County College through the US 14 project (reconstruct and add lanes to U.S. Route 14 between Woodstock and Crystal Lake) to West Lake Shore Drive in Woodstock, affording opportunities for access to the City of Woodstock, Woodstock School District 200, Emergency Telephone Systems Board, and the McHenry County Government Center Campus; and

WHEREAS, the City of Woodstock, Woodstock School District 200, Emergency Telephone Systems Board and the County have had several meetings on cost sharing to bring the fiber to their campus’s, and have formed the McHenry County Fiber Network Consortium, which is responsible for the fiber pull to each location and future maintenance costs on the fiber, with the County as the acting paying agent; and

WHEREAS, County Administration is now requesting that a project budget be established to account for the cost sharing expenses and contributions of/for the high speed optic fiber project, and an adjustment to the County’s preliminary fiscal year 2015 operating budget.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that it hereby authorizes the creation of a McHenry County Fiber Network Project Budget in the fiscal year 2015 County Budget to account for the contributions and expenses of the high speed optic fiber project as authorized by and through the McHenry County Fiber Network Consortium as follows:

Contributions:

| OCA 990744 - 9460-11 | City of Woodstock | $386,624 |
| OCA 990744 - 9460-12 | McHenry County Community College | $54,423 |
| OCA 990744 - 9460-13 | McHenry County ETSB-PSAP | $105,800 |
| OCA 990744 - 9460-14 | Woodstock School District #200 | $806,526 |

Total - Local Government Other $1,353,373

| OCA 990744 - 9800-15 | County of McHenry - Operating Transfer In | $760,399 |

Total Fiber Network Project Revenue $2,113,772

Expenditures:

| OCA 990744-6075 | Fiber Network Project - Capital Construction | $2,113,772 |
BE IT FURTHER RESOLVED, by this County Board of McHenry County, Illinois that the Associate County Administrator - Finance is also hereby authorized to adjust the County’s preliminary 2015 operating budget as follows:

**McHenry County Fiber Network Project Budget**

**Revenues:**
- OCA 990744-9460 Fiber Network Project - Local Government $546,847
- OCA 990744-9800 Fiber Network Project - Operating Transfer In $1,566,925

**Total Revenue** $2,113,772

**Expenditures:**
- OCA 990744-9460 Fiber Network Project - Capital Construction $2,113,772

**McHenry County Non-Departmental Preliminary 2015 Operating Budget**

**Revenues:**
- OCA 900020-9990 Non-Departmental - Utilization of Fund Balance $1,566,925

**Expenditures:**
- OCA 900020-6700 Non-Departmental - Operating Transfer Out $1,566,925

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk
TO:     McHenry County Board
FROM:   Ralph Sarbaugh
DATE:   November 6, 2014
SUBJECT: Resolution Authorizing a McHenry County Broadband Fiber Project Budget and an Adjustment to the Preliminary Fiscal Year 2015 Non-Departmental Budget

Board / Committee Action Requested:  Authorize the creation of a project budget for the McHenry County Broadband Fiber Project, and an adjustment to the Non-Departmental preliminary FY 2015 budget.

Background and Discussion:  McHenry County College is the recipient of a State of Illinois grant from the American Recovery and Reinvestment Act which installed miles of fiber from the Kane County to McHenry County College providing an opportunity to expand into private companies along the route.  This route will also impact the public entities, i.e. government, education, public works, police and fire.  Over the past three years the County has been proactively working with Northern Illinois University, McHenry County College, City of Woodstock, Woodstock School District 200, Emergency Telephone Systems Board and the State of Illinois to bring the Fiber to their locations.  After final review, an inter-governmental agreement has been established which now moves the project forward, creating the need for budgets to be established to allow for the tracking of installation and maintenance costs of the Fiber network.

The County will be the paying agent for the newly established McHenry County Fiber Network Consortium.

Impact on Human Resources:  N/A

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

Impact on Capital Expenditures:  

Impact on Physical Space:  N/A

Impact on Other County Departments or Outside Agencies:  Consortium membership includes MCC, District 200, City of Woodstock, ETSB, and the County of McHenry.

Conformity to Board Ordinances and Policies:  Yes

HISTORY:
10/27/14   Management Services    RECOMMENDED
RESOLUTION

RESOLUTION SETTING THE 2015 MEETING DATES FOR THE MCHENRY COUNTY BOARD

WHEREAS, the McHenry Board requests that the dates for holding the regular meetings of the County Board be set for 2015.

NOW, THEREFORE BE IT RESOLVED, that the McHenry County Board of McHenry County, Illinois does hereby set the regular session meeting dates of the McHenry County Board to be held in the County Board Room of the McHenry County Government Center - Administration Building, 667 Ware Road, Woodstock, Illinois for the year 2015 as follows:

Tuesday, January 6, 2015  9:00 a.m.
Tuesday, January 20, 2015  7:00 p.m.
Tuesday, February 3, 2015  9:00 a.m.
Tuesday, February 17, 2015  7:00 p.m.
Tuesday, March 3, 2015  9:00 a.m.
Tuesday, March 17, 2015  7:00 p.m.
Thursday, April 9, 2015  9:00 a.m.
Tuesday, April 21, 2015  7:00 p.m.
Tuesday, May 5, 2015  9:00 a.m.
Tuesday, May 19, 2015  7:00 p.m.
Tuesday, June 2, 2015  9:00 a.m.
Tuesday, June 16, 2015  7:00 p.m.
Tuesday, July 7, 2015  9:00 a.m.
Tuesday, July 21, 2015  7:00 p.m.
Tuesday, August 4, 2015  9:00 a.m.
Tuesday, August 18, 2015  7:00 p.m.
Tuesday, September 1, 2015  9:00 a.m.
Tuesday, September 15, 2015  7:00 p.m.
Tuesday, October 6, 2015  9:00 a.m.
Tuesday, October 20, 2015  7:00 p.m.
Tuesday, November 3, 2015  9:00 a.m.
Tuesday, November 17, 2015  7:00 p.m.
Tuesday, December 1, 2015  9:00 a.m.
Tuesday, December 15, 2015  7:00 p.m.

BE IT FURTHER RESOLVED, that these meeting dates shall be distributed in accordance with the Illinois Open Meetings Act and to all departments of McHenry County government.
DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________
TINA R. HILL, Chairwoman
McHenry County Board

ATTEST:

KATHERINE C. SCHULTZ, County Clerk
RESOLUTION

RESOLUTION AUTHORIZING A CONTRACT WITH GLOBETROTTERS ENGINEERING CORPORATION ("CONTRACTOR") FOR DESIGN/BUILD SERVICES FOR MCHENRY COUNTY'S ("COUNTY") BROADBAND FIBER NETWORK ("NETWORK")

WHEREAS, the Contractor has extensive experience designing and building Broadband Fiber Networks and has assisted the Owner on the Route 14 Lateral Segment Network; and

WHEREAS, the County issued a formal Request for Proposal for the Design/Build phase of the Network and subsequently, the County's proposal evaluation team selected the Contractor as the best qualified firm to assist the County; and

WHEREAS, the Contractor has complied with all criteria set forth to be considered a qualified vendor and has satisfied the requirements set forth by the McHenry County Purchasing Ordinance for submitting an acceptable bid; and

WHEREAS, all the work proposed has also been reviewed and approved by the McHenry County Fiber Network Consortium consisting of McHenry County, McHenry County ETSB, the City of Woodstock, School District 200, McHenry Community College, and the Northern Illinois University Broadband Development Group.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes the Director of Purchasing to enter into a contract with the Contractor to provide the required Design/Build Services related to the County's Network project; and

BE IT FURTHER RESOLVED, said contract is for an amount not to exceed $1,974,100.00 and will be covered by the Project Budget and subject to approval by all Consortium Members; and

BE IT FURTHER RESOLVED, services and payments subject to approval by all Consortium Members; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- McHenry County Fiber Pjt Contract 14-0826 (PDF)
- 140826 McHenry Cnty SOW - Design and Construction of Broadband Optical Network (PDF)
AGREEMENT BETWEEN
McHenry County
AND
Globetrotters
for the
Design/Build of a Fiber Network

THIS AGREEMENT, is entered this ____ day of __________, 2014 by and between the McHenry County (herein called “Owner”) and Globetrotters (herein called “Contractor”) for services related to the design/build of a Fiber Network.

NOW, THEREFORE, in consideration of the mutual promises contained herein and other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, it is mutually agreed between the parties as follows:

1. GENERAL

1.1 Scope of Work. During the Term, Contractor shall perform such Projects as are assigned to Contractor by Owner. With respect to each Project hereunder, Owner and Contractor shall execute a document referred to as a “Scope of Work”, setting forth a description of the requested services (herein “Work” or “Project”), including the address and nature of the Work; the names and contact information for the Owner’s and Contractor's representatives; the names and contact information for each subcontractor performing Work; the Work schedule; the agreed payment for services (herein “Fee”); and any terms and conditions varying from those stated herein.

1.2 Work. Contractor agrees to provide all the labor and miscellaneous materials and to do all things necessary for the proper construction and completion of the Work. All Work shall be performed in accordance with this Agreement.

1.3 Standard of Care. Contractor shall serve as Owner’s engineering professional and general contractor for each Project, providing engineering, procurement, construction and installation services with respect thereto. The standard of care for all services performed or furnished by Contractor under this Agreement will be in accordance with the highest standards applicable to members of Contractor’s profession.

1.4 Familiarity with Work. By commencing Work, Contractor certifies that it is thoroughly familiar with the Work, that it is experienced and capable of performing same, and that it has visited the site where Work is to be performed and is familiar with all pertinent local conditions.
1.5 **Timeliness.** Contractor shall perform the Work in accordance with the schedule contained in the applicable Scope of Work. All necessary shop drawings, samples, product information and progress payment requisitions or other approvals relating to the Work required under this Agreement shall be submitted in accordance with the Scope of Work. Any materials that are to be furnished by the Contractor shall be furnished in sufficient time to enable the Contractor to perform and complete its Work within the time or times provided.

1.6 **Term.** The term of this Agreement ("Term") shall initially be two (2) years from the Effective Date. The Term shall be automatically extended for consecutive additional one (1) year periods unless either party gives notice that it will not be automatically extended no less than sixty (60) days prior to then-current end of the Term.

1.7 **Legal Requirements.** Contractor shall be responsible for obtaining all permits, licenses and any state or federal approval necessary for the performance of this Agreement and the Work hereunder. Contractor shall create permit packages for each entity and identify and document each entity for processing or licensing of ROW. Owner will process checks in payment for fees and submit said permit packages to authorities having jurisdiction.

1.8 **As-builts.** Contractor shall submit to Owner as-built drawings and other design specifications for a Project within forty-five (45) days after the completion of a Project.

2. **OWNER’S OBLIGATIONS**

2.1 **Generally.** In addition to the obligations of Owner specifically identified in a Scope of Work, Owner shall:

2.1.1 Designate in writing a person to act as Owner’s representative with respect to the Work. Such person shall have complete authority to transmit instructions, receive information, interpret and define Owner’s policies and decisions with respect to the Work.

2.1.2 Provide reasonable timely access to all sites owned, leased or otherwise controlled by Owner as necessary for the Work.

2.1.3 Provide all criteria and full information as to Owner’s requirements for the Project, including design objectives and constraints, space, capacity, and performance requirements, flexibility and expendability, and budgetary limitations; and furnish copies of all design and construction standards which Owner will require to be included in the drawings and specifications.

2.1.4 Provide all necessary environmental assessments, audits, investigations and impact statements, and other relevant environmental or cultural studies as to the Project, site and adjacent areas. The Contractor shall review and confirm the sufficiency
of any tests and information furnished to Contractor by or on behalf of Owner pursuant to this Section.

2.1.5 Examine all alternate solutions, studies, reports, sketches, drawings, specifications, proposals and other documents presented by Contractor and render decisions pertaining thereto.

2.2 Necessity. Notwithstanding anything to the contrary, Owner shall be required to furnish any and all information or services described in this Section as requested by Contractor in order for Contractor to perform the Work.

3. FEE AND PAYMENT

3.1 Fee. The Fee for the Work shall be stated in the relevant Scope of Work for each Project.

3.2 Partial Payment. Partial payments will be made to Contractor each month, computed on the basis of the prices set forth in the relevant Scope of Work and the actual quantity of the Work performed during the previous calendar month.

3.3 Interest. All payments shall be made by Owner no later than (30) days following receipt of an invoice from Contractor. Unless otherwise agreed, invoices shall be delivered on a monthly basis, and shall be based on the percentage of Work completed in the previous month. Any payments not received by Contractor within (45) days after Owner’s receipt of an invoice shall bear interest at a floating rate, adjusted daily, equal to two (2) percentage points above the Prime Rate as then published in the Money Rates column of The Wall Street Journal as the rate which is the base rate on corporate loans posted by a substantial percentage of the nation’s largest banks (whether or not such rate has actually been charged by any such bank). In the event The Wall Street Journal publishes more than one Prime Rate, the higher or highest such rate shall apply.

3.4 Taxes. The Fee includes federal manufacturers’ and retailers’ excise tax, state or local sales and/or use taxes, and any federal, state or local taxes of a similar nature.

3.5 Non-payment. In addition to the rights specified in Paragraph 11 hereof, Contractor shall not be obligated to proceed with the Work under this Agreement if the Fee is not paid when payment becomes due, unless and until payment is received, provided, however, that Contractor gives five (5) days’ written notice to Owner prior to suspension of the Work. Contractor shall be entitled to an extension of time and an equitable adjustment of the Fee to recover the costs of any delays due to Owner’s nonpayment.
4. **MATERIALS**

4.1 **Warehouse.** During the Term, Contractor shall adequately warehouse the items identified in the Scope of Work for the Project.

4.2 **Furnished Material.** In the event that the Owner, or its suppliers or contractors, elect to furnish material to the Contractor for use in connection with this Agreement, then the cost of handling, storing and installing such material shall be considered as included in the relevant Fee. The Contractor shall be and become responsible for all such materials upon delivery to it, F.O.B. job-site, and shall pay all demurrage and storage charges which accrue after delivery. Contractor shall, within forty-eight (48) hours after delivery of furnished material, inspect the same and immediately report, in writing, to the Owner any shortages, damages or defects therein which are reasonably observable by proper inspection.

5. **PERFORMANCE BOND**

The Contractor, before commencing the Work, shall furnish a Performance Bond and a Labor and Material Bond (aka Payment Bond). The Performance Bond shall be in an amount equal to 100% of the full amount of the Fee for the Work as security for the faithful performance of the obligation of the Agreement documents, and the Labor and Material Payment Bond shall be in an amount equal to 100% of the full amount of the Fee for the Work as security for the payment of all persons performing labor and furnishing materials in connection with the Agreement Documents. Such bonds shall be on standard AIA Documents, issued by the American Institute of Architects, shall be issued by a surety satisfactory to the Owner, and shall name the Owner as a primary co-obligee.

The Performance Bond and Labor and Material Payment Bond will become a part of the Agreement. The failure of the Contractor to supply the required Bonds within ten (10) days after the Notice of Award or within such extended period as the Owner may grant if the forms do not meet its approval shall constitute a default, and the Owner may either award the Contract to the next responsible, responsive Bidder or re-advertise for bids. A charge against the defaulting Contractor may be made for the difference between the amount of the bid and the amount for which a contract for the work is subsequently executed, irrespective of whether the amount thus due exceeds the amount of the bid guarantee.

6. **CHANGES AND ADDITIONS**

The Owner, without invalidating this Agreement, may order changes in the Work consisting of additions, deletions or modifications through issuance of a change order agreement (or “Change Order”). The Fee or Installation Schedule shall be equitably adjusted as a result of any such additions, deletions or modifications.
7. **EXCUSABLE DELAYS**

7.1 **Force Majeure.** Neither party shall be liable for delays in performance hereunder due to: acts of God, acts (including failure to act) of any governmental authority (de jure or de facto), wars (declared or undeclared), riots, revolutions, strikes, sabotage, nuclear incidents, earthquakes, epidemics or other events arising after the Effective Date which are beyond the control of, and arise without the fault or negligence of, the party delayed.

7.2 **Notice and Extension.** In the event of any delay or failure to perform that is excused by this Section, the party delayed shall, as soon as practical, notify the other party and shall at the same time, or at the earliest practical date after such notice, specify the revised performance dates. In the event of such delay, the time of performance hereunder shall be extended for a reasonable period of time to compensate for the time lost by reason of the delay.

8. **CONTRACTOR’S INSURANCE**

8.1 **Coverages.** Contractor shall maintain, and required all subcontractors to maintain, in force at all times during Contractor’s performance under this Agreement not less than the following insurance coverage with insurers authorized to do business in the states in which Work hereunder is to be performed by Contractor:

8.1.1 Workers’ compensation insurance as required by law and employer’s liability insurance limits of liability of not less than $500,000 for each accident;

8.1.2 General liability insurance with limits of liability of not less than $2,000,000 combined single limits for bodily injury and property damage per occurrence;

8.1.3 Motor vehicle liability insurance with limits of liability of not less than $1,000,000 combined single limits for bodily and property damage per occurrence; and

8.2 **Additional Insured.** Owner and any other parties specified by Owner shall be named additional insureds on such policies with respect to the coverages specified in this Section.

8.3 **Certificate.** Upon execution of this Agreement, Contractor shall provide Owner with a certificate of insurance evidencing the insurance coverage required herein. Contractor shall obtain policies or certificates for its subcontractors and deliver them to Owner, if requested to do so.

9. **TESTING AND ACCEPTANCE**

9.1 **Testing.** Contractor shall certify to Owner when substantial completion has occurred with respect to each component or section of the Work. Contractor shall specify in the certification the date upon which the Acceptance Tests shall take place, and the Owner shall be allowed to be present when the test is performed. In no event, shall Contractor be
required to schedule or postpone the test so as to assure that a representative of Owner is present during testing.

9.2 **Acceptance.** Should there be a failure, during the test period, to perform in accordance with the Specifications or Contractor’s warranty contained herein, Owner shall promptly notify Contractor of the failure in writing. Contractor shall have thirty (30) days after receipt of the notice for cure of such failure, unless a cure of the failure is not reasonably possible within said thirty-day period. Upon cure of such failure, Contractor shall resubmit the Work in accordance with Paragraphs 8.1 and 8.2. In the event Owner does not provide Contractor with written notice of any failure during the test period, such Work shall be deemed accepted, and any failures during the test period, which are later discovered, shall be addressed in accordance with the Warranties under Paragraph 9.

9.3 **Waiver.** Owner may accept the Work prior to the completion of Acceptance Tests by providing to Contractor a written notice of acceptance and waiver of the Acceptance Tests.

10. **WARRANTIES**

10.1 **Warranties.** The Work shall be of good quality and workmanship, without defects and fit for the purposes intended and will conform to the requirements of this Agreement. Equipment and material supplied by Contractor, its agents, employees, suppliers, or subcontractors, are warranted to be new unless otherwise required or permitted. Contractor shall also make available to Owner all manufacturers’ warranties for such equipment and materials. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective.

10.2 **Warranty Period.** All warranties by Contractor shall extend for a period of one (1) year following Acceptance of the Project, except for such longer periods as may be otherwise specified by any manufacturer’s warranty (the “Warranty Period”).

10.3 **Correction.** If any defects arise during the Warranty Period, Contractor shall correct the same by suitable repair or replacement at the Contractor’s sole expense.

11. **INDEMNIFICATION**

11.1 **General.** Each party shall indemnify and hold harmless the other, (including its officers, directors, employees and agents), its affiliates and customers, from and against all losses, costs, expenses or liabilities (including reasonable costs and attorneys’ fees) arising from the other’s (including affiliates’, agents, employees and others under its direction or control) negligent or willful misconduct.

11.2 **Lien Claims.** Contractor shall defend, indemnify and hold harmless the Owner and other indemnified parties against and save them and the premises harmless from any and
all claims, suits or liens therefore by others than the Contractor for payment of material, equipment or labor furnished.

12. TERMINATION

12.1 This Agreement or any Project hereunder may be terminated:

12.1.1 Cause. For cause, by either party upon ten (10) days’ written notice in the event of failure by the other party to perform in accordance with the terms hereof. Notwithstanding the foregoing, this Agreement or the Project will not terminate as a result of such failure if the responsible party cures such failure within no more than thirty (30) days of receipt thereof; provided, however, that if and to the extent such failure cannot be reasonably cured within such thirty (30) day period, and the responsible party has diligently attempted to cure the same, then the cure period provided for herein shall extend up to, but in no case exceed, ninety (90) days after the date of receipt of the notice.

12.1.2 Convenience. For Owner’s convenience, by Owner giving ninety (90) days’ written notice specifying the scope of termination.

12.2 Delivery of Documents and Use of Materials and Equipment. In the event of termination of the Agreement under this Section, Contractor shall forward all files, design drawings, correspondence and other documents relating to any and all Projects, even if preliminary in nature, to Owner within ten (10) working days following the date of termination.

12.3 Payment Upon Termination. In the event of termination of this Agreement or any Work pursuant to this Section, payments with respect to the Agreement or such terminated Project shall be due Contractor for all Work performed in accordance with this Agreement through the date of termination.

13. OWNERSHIP AND USE OF DOCUMENTS; TITLE

13.1 Documents. All documents including design documents, drawings and specifications provided to or furnished by Contractor (or Contractor’s consultants) pursuant to this Agreement contain proprietary information in respect of the Projects, and Owner shall exclusively own and have a property interest therein (including the right of reuse by and at the discretion of Owner). Contractor agrees to assist Owner in obtaining and enforcing all rights and other legal protections for the proprietary information and to execute any and all documents that Owner may reasonably request in connection therewith.

13.2 Passage of Title. Legal and equitable title to all components of the Work shall pass to the Owner at the time of payment for such Work. Passage of title shall not be construed as an acceptance of the Project or any portion thereof by Owner or a release from Contractor’s responsibility to fully accomplish all of its obligations under this Agreement.
14. CONFIDENTIALITY

If Owner and Contractor have not done so prior to execution of this Agreement, each agrees to execute a nondisclosure agreement, if requested by the Owner. The provisions of any such nondisclosure agreement shall survive the expiration or termination of this Agreement.

15. COMPLIANCE

15.1 Compliance with All Laws. Contractor agrees to comply with all federal, state and local laws, ordinances, codes, rules and regulations in effect during the course of each Project that may in any way affect the Work by Contractor hereunder, including any requirement that Work be designated or approved by a design professional licensed in the state where the Work is to be performed or installed. Any materials or equipment furnished by Contractor under this Agreement shall comply in all material respects with federal, state and local laws and regulations applicable to the manufacture, packing, sale and shipment of such materials or equipment as of the Effective Date and shall comply with any amendments thereto which may have come into effect prior to the time such materials or equipment is delivered.

15.2 Noncompliance. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons and property and their protection from damage, injury or loss. The Contractor shall promptly remedy damage and loss to property at the site caused in whole or in part by the Contractor, a subcontractor, a sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible, except for damage or loss attributable to the fault or negligence of the Owner and not attributable to the fault or negligence of the Contractor.

16. OTHER REQUIREMENTS

16.1 Other Contracts. When possible, the Contractor agrees to perform the Work called for under any Scope of Work in such a manner that it will not injure, damage or delay any other work or otherwise cause Owner to breach any other contractual obligation.

16.2 Protection of Work. The Contractor agrees that it is responsible for the protection of the Work until final completion and Acceptance thereof by the Owner and that the Contractor will make good or replace, at no expense to the Owner, any damage to the Work that occurs prior to Acceptance. Not that portion of the work that is damaged by others.

16.3 Owner’s Equipment. In the event that Contractor by rental, loan or otherwise, makes use of any of Owner’s equipment, scaffolding, or other appliances, Contractor agrees to accept such “as is” and that such use shall be at the sole risk of Contractor and Contractor agrees to defend, hold harmless and indemnify Owner against all claims of every nature arising from its use thereof.
16.4 **Owner’s Rules.** Contractor shall become acquainted with conditions governing the delivery, receipt and storage of materials at the site of the Work so that Contractor will not interfere with Owner’s operations. Storage space will not necessarily be provided adjacent to the site of the Work. Therefore, Contractor shall be expected to select, uncrate, remove and transport materials from its storage areas to the site of the Work. Owner is not responsible for the safekeeping of Contractor’s property on Owner premises. Contractor shall not stop, delay or interfere with Owner’s work schedule without the prior written approval of Owner. Contractor shall provide and maintain sufficient covering and take any other precautions necessary to protect Owner’s stock, equipment and other property from damage due to Contractor’s performance of the Work.

16.5 **Owner’s Rights.** Owner retains the right, but not the obligation to perform inspection and testing of Contractor’s Work. All materials and every part of the Work shall be subject to inspection and testing by Owner. Owner and its representatives shall be allowed access to all parts of the Work. Contractor shall furnish information and assistance as required for a complete and detailed inspection and perform any testing that such entity may deem appropriate. Any delays caused by these inspections shall cause the schedule to be extended by equal amount.

16.6 **Clean Up.** Contractor agrees to routinely clean up and remove from the site, whether or not directed by Owner, all rubbish and debris resulting from its work.

16.7 **Hazardous Materials.** Contractor shall immediately notify Owner orally and with an immediate written follow-up report if hazardous or contaminated material (“Materials”) is encountered, uncovered, or revealed at the site. Contractor shall immediately stop all work in the area affected by the condition and not resume work in the affected area unless instructed in writing to do so by Owner. Any resulting delays or costs shall be considered beyond Contractor’s control, without its fault and outside the scope of such Project unless such encounter is due to the negligence or misconduct of Contractor, its employees, officers or directors, subcontractors or any agents thereof. Such Materials shall be removed or otherwise dealt with by Owner or by the appropriate government agency, organization or third party. Contractor shall have no obligation, responsibility, or liability with respect to such Materials. Notwithstanding the foregoing, Contractor agrees that it will be responsible for the cleanup and all costs, damages and liability arising from any such Materials generated, deposited, released or used by, or contamination caused by, Contractor, its employees, subcontractors or agents thereof and further agrees to fully indemnify Owner with respect to any such Materials and contamination including any asserted liability against Owner by a third party. Owner shall have no obligation, responsibility or liability with respect to such Materials or contamination.

16.8 **Subcontracting.** Contractor may subcontract any portion of Work to be performed by Contractor hereunder provided that Contractor shall be responsible and remain liable for the performance and work of any such subcontractors.
16.9  **Independent Contractor.**

16.9.1 Contractor and Owner agree that no employment, partnership, or joint venture relationship is created by this Agreement.

16.9.2 Contractor shall act at all times as an independent contractor hereunder.

16.9.3 Neither Contractor nor anyone employed by or acting for or on behalf of Contractor shall ever be or be construed as an employee of Owner and Owner shall not be liable for employment or withholding taxes respecting Contractor or any employee of Contractor.

16.9.4 Contractor shall determine when, where and how Contractor shall perform the Work contemplated by the drawings and specifications.

16.9.5 Contractor shall take all steps to ensure that Contractor and Contractor’s employees are treated as independent contractors of Owner.

16.9.6 Contractor shall provide Contractor’s own materials, tools and equipment in performing the Work under this Agreement unless otherwise specified.

16.9.7 Contractor shall not make any commitment or incur any charge or expense in the name of Owner without the prior written approval of Owner.

16.9.8 Except for the Fee outlined in this Agreement, neither Contractor nor anyone employed by or acting for or on behalf of Contractor shall receive or be entitled to any consideration, compensation or benefits of any kind from Owner, including without limitation, pension, profit sharing or similar plans or benefits, or accident, health, medical, life or disability insurance benefits or coverages.

16.9.9 To the extent permitted by law, Contractor, for Contractor and for anyone claiming through Contractor, waives any and all rights to any consideration, compensation or benefits, except as expressly provided for herein.

16.9.10 The pricing charged for the Work does not include the cost for rock excavation. Should rock excavation be necessary in the performance of the Work, an equitable adjustment of contract price and time for performance shall be made and this Agreement modified accordingly.

16.10 **Minority Participation.** Minority, Women and Disabled business enterprises (MBE/WBE/DBE) will be afforded full opportunity to submit proposals responding to this invitation and will not be discriminated against on the grounds of race, creed, color, religion, sex, marital status, sexual orientation, familial status, national origin or ancestry, age, physical or mental handicap unrelated to ability, military status, or unfavorable discharge from military service. Owners have set a goal that a minimum of 20% of the total...
value of the Work performed under this Agreement, including any subcontracts issued pursuant thereto, will benefit qualified Southern Cook County and Eastern Will County contractors, including MBE/WBE/DBE. Contractor will provide Owner with a plan for meeting the Owner’s goal, as well as progress updates during the bidding process.

17. NOTICES

17.1 Method. Whenever under the provisions of this Agreement it shall be necessary or desirable for a party to serve any notice, request, demand, report or other communication on another party, the same shall be in writing and shall be served (i) personally; (ii) by independent, reputable, overnight commercial carrier; (iii) by e-mail; or (iv) facsimile transmission (A) where the transmitting party identifies the name, location and identity of the transmitting party, the phone number of transmitting device (if applicable), the date of transmission and the number of pages transmitted (including the cover page), (B) where the transmitting device or receiving device records verification of receipt and the date and time of transmission receipt and the phone number of the other device, and (C) where the facsimile transmission is immediately followed by service of the original of the subject item in the manner provided in clause (i), (ii), or (iv) hereof; or (iv) by deposit in the United States mail, postage and fees prepaid, registered or certified mail, with return receipt requested, addressed as follows:

If to Owner:

Mr. Donald Gray  
Director of Purchasing  
McHenry County  
2200 N. Seminary Av., Room 200  
Woodstock, IL 60098

If to Contractor:

Mr. Michael McMurray  
President  
Globetrotters Engineering Corporation  
300 S. Wacker Suite 200  
Chicago, IL 60606

17.2 Change. Any party may, from time to time, by notice in writing served upon the other party as aforesaid, designate an additional and/or a different mailing address or an additional and/or a different person to whom all such notices, requests, demands, reports and communications are thereafter to be addressed. Any notice, request, demand, report or other communication served personally shall be deemed delivered upon receipt, if received by mail or independent courier shall be deemed delivered on the date of receipt as
shown by the addressee’s registry or certification receipt or on the date receipt at the appropriate address is refused, as shown on the records or manifest of the U.S. Postal Service or independent courier, and if served by facsimile transmission shall be deemed delivered on the date of receipt as shown on the received facsimile (provided the original is thereafter delivered as aforesaid).

18. GRANT-SPECIFIC LEGAL REQUIREMENTS

18.1 State of Illinois Discrimination Laws

In carrying out the performance required under this Agreement, the Contractor shall comply with all applicable provisions of the Illinois Human Rights Act, 775 ILCS 5/1-101 et seq., and rules and regulations promulgated by the Illinois Department of Human Rights, prohibiting unlawful discrimination in employment. Contractors’ failure to comply with all applicable provisions of the Illinois Human Rights Act, or applicable rules and regulations promulgated thereunder, may result in a determination that Contractor is 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.

18.2 Prevailing Wage Act

All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement shall be subject to the Prevailing Wage Act, 820 ILCS 130/0.01 et seq., unless the provisions of that Act exempt its application. Specifically, to the extent that the Prevailing Wage Act applies, Contractor is required to pay and require every Subcontractor to pay prevailing wages as established by the Illinois Department of Labor for each craft or type of work needed to execute the contract in accordance with 820 ILCS 130/.01 et seq. The Contractor shall prominently post the current schedule of prevailing wages at the Work site and shall notify immediately in writing all of its Subcontractors, of all changes in the schedule of prevailing wages. Any increases in costs to the Contractor due to changes in the prevailing rate of wage during the terms of any contract shall be at the expense of the Contractor and not at the expense of the Owner. The change order shall be computed using the prevailing wage rates applicable at the time the change order work is scheduled to be performed. The Contractor shall be solely responsible to maintain accurate records as required by the prevailing wage statute and to obtain and furnish all such certified records to the Owner or any State agency as required by Illinois law. The Contractor shall be solely liable for paying the difference between prevailing wages and any wages actually received by laborers, workmen and/or mechanics engaged in the Work and in every way defend and indemnify the Owner against any claims arising under or related to the payment of wages in accordance with the Prevailing Wage Act.
All bonds of contractors must include a provision as will guarantee the faithful performance of such prevailing wage requirement.

18.3 **Steel Products Procurement Act**

The Contractor hereby certifies that any steel products used or supplied for a public works project in accordance with this Agreement, shall be manufactured or produced in the United States per the requirements of the Steel Products Procurement Act, 30 ILCS 565 et seq..

18.4 **Minorities, Females, and Persons with Disabilities Act; Illinois Human Rights Act**

The Developer acknowledges and hereby certifies compliance with the provisions of the Business Enterprise for Minorities, Females, and Persons with Disabilities Act, 30 ILCS 575/0.01 et seq., and the equal employment practices of Section 2-105 of the Illinois Human Rights Act, 775 ILCS 5/2-105, for the provision of services which are directly related to the Scope of Work to be performed under this Agreement.

18.5 **Historic Preservation Act**

The Developer will not expend funds under this Agreement which result in the destruction, alteration, renovation, transfer or sale, or utilization of a historic property, structure or structures, or in the introduction of visual, audible or atmospheric elements to a historic property, structure or structures, which will result in the change in the character or use of any historic property, except as approved by the Illinois Historic Preservation Agency, in accordance with the Historic Preservation Act, 20 ILCS 3420/1 et seq..

18.6 **Use of Illinois Labor**

To the extent permitted by any applicable federal law or regulation, for all Work performed for State construction projects which are funded in whole or in part by a capital infrastructure bill enacted by the 96th General Assembly by sums appropriated to the Illinois Department of Commerce and Economic Opportunity, at least 50% of the total labor hours must be performed by actual residents of the State of Illinois. For purposes of this Section, "actual residents of the State of Illinois" means persons domiciled in the State of Illinois. The Department of Labor shall promulgate rules providing for the enforcement of this Section.

18.7 **Employment of Illinois Workers During “Period of Excessive Unemployment”**

Contractor agrees to comply with the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., at all times. Among other applicable requirements, whenever
there is a period of excessive unemployment in Illinois (unemployment exceeding 5%), the Contractor shall employ at least 90% Illinois laborers on all public works project. Any public works project financed in whole or in part by federal funds administered by the State of Illinois is covered under the provisions of that Act, to the extent permitted by any applicable federal law or regulation. Pursuant to that Act, other laborers may be used when Illinois laborers are not available, or are incapable of performing the particular type of work involved, if so certified by the Contractor and approved by the contracting officer.

19. MISCELLANEOUS

19.1 Waiver.

19.1.1 No waiver by any party of any right or remedy under this Agreement shall be deemed to be a waiver of any other or subsequent right or remedy under this Agreement. The consent by one party to any act by the other party requiring such consent shall not be deemed to render unnecessary the obtaining of consent to any subsequent act for which consent is required, regardless of whether similar to the act for which consent is given.

19.1.2 No waiver of any term, covenant or condition of this Agreement shall be valid unless in writing and signed by the obligee party.

19.1.3 The acceptance of any payment or reimbursement by a party shall not: (i) waive any preceding or then-existing breach or default by the other party of any term, covenant or condition of this Agreement, other than the other party’s prior failure to pay the particular amount or part thereof so accepted, regardless of the paid party’s knowledge of such preceding or then-existing breach or default at the time of acceptance of such payment or reimbursement.

19.2 Entire Agreement. This Agreement shall constitute the entire agreement between the parties with respect to the subject matter of this Agreement and shall not be modified or rescinded, except by a writing signed by Contractor and Owner. All references in these terms and conditions to this Agreement or to Work, services, material, equipment, products, software or information furnished under, in performance of, pursuant to, or in contemplation of, this Agreement shall also apply to any Scope of Work issued pursuant to this Agreement. The provisions of this Agreement supersede all contemporaneous oral agreements and all prior oral and written quotations, communications, agreements and understandings of the parties with respect to the subject matter of this Agreement.

19.3 Severability. If any term or provision of this Agreement, the deletion of which would not adversely affect the receipt of any material benefit by either party hereunder, shall be held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall not be affected thereby and each other term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law. It is the intention of the parties to this Agreement, and the parties hereto agree, that in lieu of each
clause or provision of this Agreement that is illegal, invalid or unenforceable, the court shall supply as part of this Agreement an enforceable clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible.

19.4 **Headings and Captions.** Section headings and captions are inserted for convenience only and shall not be used in any way to construe the meaning of terms used in this Agreement.

19.5 **Interpretation.** The language in all parts of this Agreement shall in all cases be construed simply, as a whole and in accordance with its fair meaning and not strictly for or against any party. The parties hereto acknowledge and agree that this Agreement has been negotiated by the parties and has been the subject of arm’s length and careful negotiation over a considerable period of time, that each party has been given the opportunity to review this Agreement with legal counsel and that each party has the requisite experience and sophistication to understand, interpret and agree to the particular language of the provisions hereof. Accordingly, in the event of an ambiguity in or dispute regarding the interpretation of this Agreement, this Agreement shall not be interpreted or construed against the party preparing it.

19.6 **Documents.** References in this instrument to this Agreement mean, refer to and include this instrument as well as any riders, exhibits, addenda and attachments hereto (which are hereby incorporated herein by reference) or other documents expressly incorporated by reference in this instrument. Any reference to any covenant, condition, obligation and/or undertaking herein, hereunder or pursuant hereto (or language of like import) mean, refer to and include the covenants, conditions, obligations and undertakings existing pursuant to this instrument and any riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument. All terms defined in this instrument shall be deemed to have the same meanings in all riders, exhibits, addenda, attachments or other documents affixed to or expressly incorporated by reference in this instrument unless the context thereof clearly requires the contrary.

19.7 **Governing Law; Attorneys’ Fees.** The validity, performance and all matters relating to the interpretation and effect of this Agreement and any amendment thereto shall be governed by the laws of the State of Illinois, excluding its rules with respect to conflict of laws.

19.8 **Assignment; Successors and Assigns.** A party may not assign this Agreement without the prior written consent of the other party. The terms and provisions of this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns. Any attempted assignment or delegation in contravention of the above provisions shall be void and ineffective.

IN WITNESS WHEREOF, Owner and Contractor have executed this Agreement.
McHenry County (OWNER)

By: ____________________________

Name: __________________________

Title: ____________________________

Date: ____________________________

GLOBETROTTERS (CONTRACTOR)

By: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________
SCOPE OF WORK

This Scope of Work is executed this _day of ________________ 2014__ (“Effective Date”), by and between, McHenry County hereinafter referred to as the “Owner”) and Globetrotters Engineering Corporation (hereinafter referred to as “Contractor”), (collectively “the Parties”).

Subject to the terms of the Services Contract, entered into by the Parties on ______________, 2014, the following Scope of Work has been accepted and approved:

1. MCHENRY COUNTY BROADBAND NETWORK SCOPE OF WORK

1.1 DESCRIPTION: FIBER OPTIC CABLE CONSTRUCTION

This Scope of Work includes the design, construction, testing, and documentation of the fiber optic distribution system (“the Fiber Network”) as depicted in Appendix A. Specifically, Contractor agrees to complete the following work:

- Design – Identify and select fiber cable path from the IDOT Rt. 14/McHenry County College Backbone to the McHenry County Administration Building and lateral ties to each of the 22 sites as identified in Appendix A.

- Engineer – Create fiber cable path design engineering detail required in support of permit and construction activities

- Permit – Working with local, municipal, county and state entities, railroads and other private entities, submit and secure ROW access and construction permits required for implementation of the fiber cable distribution system. (Actual permit fees to be paid by McHenry County)

- Construct – Construct, install, splice; duct, vaults, fiber cable, patch panels, splice enclosures, and support components required to create the fiber distribution network.

- Test and Documentation – Test and document fiber cable installation and termination and operation.

1.2 DESCRIPTION: NETWORK IMPLEMENTATION

This Scope of Work includes the design, installation, integration, testing, and documentation of a 10 Gig/1 Gig Optical Transport Network (“the Optical Network”) to anchor sites identified in Appendix C and D. Specifically, Contractor agrees to complete the following work:

- Design – 10 Gig Network transport from the McHenry County Community College to the McHenry County Administration Building and 1 Gig Network transport to various secondary anchor sites identified in Appendix D and depicted in Appendix E.

- Engineer – Create Equipment installation diagrams to provide connectivity to the existing network and the Optical Network.

- Installation – Install Network Equipment in designated rack locations and install all network cards as required. Power up network equipment.
• Integration – Install & connect various cables and jumpers to equipment providers specs and provide connectivity to the Optical Network.

• Activation & Testing - Turnup optical transport equipment and network, test and verify operational integrity and performance. Document implemented network architecture.

1.3 DESCRIPTION: WIRELESS POINT TO POINT

This Scope of Work includes the design, installation, integration, testing, and documentation of a Wireless point-to-point Ethernet link (“the Wireless PTP”) from the McHenry Community College and the Woodstock Water tower on Lake Av. (Dependant on verified line of site). Specifically, Contractor agrees to complete the following work:

• Design – Perform line of site survey to determine PTP feasibility. Design point-to-point link and associated coax/fiber peripherals.

• Engineer – Create Equipment installation diagrams to provide connectivity to the existing network and the Optical Network.

• Construction/Installation – Install Wireless PTP Equipment in designated rack locations/cabinets and install all network cards as required. Construct cabling Connectivity segments to Optical Network. Power up network equipment.

• Integration – Install & connect various cables and jumpers to equipment providers specs and provide connectivity to the Optical Network.

• Activation & Testing - Turnup Wireless PTP equipment and network, test and verify operational integrity and performance. Document implemented network architecture.

1.4 DESCRIPTION: MAINTENANCE

This Scope of Work includes the maintenance and repair of the Fiber Network, Optical Network and the Wireless PTP. Specifically, Contractor agrees to complete the following work:

• Fiber Network – Prior to final acceptance, the contractor will provide locate and repair services. There are no provisions for locate and repair services post final acceptance.

• Optical Network – Contractor will provide 4 Hour or Next Day emergency repair response for a length of time to be determined in the contract.

• Wireless Point to Point – Contractor will provide 4 Hour or Next Day emergency repair response for a length of time to be determined in the contract..
2. CONTRACTOR RESPONSIBILITIES

2.1 Design

Appendix A & B identifies the Primary & Secondary fiber paths and counts to be designed. The Primary path will be 144ct SM Fiber From McHenry County Community College to a Handhole in front of the McHenry County Admin Bldg where the fiber will change to 288ct into the Admin building. The Secondary paths will be 24ct with the exception of the path to the Woodstock Radio Tower where the fiber count will be 48ct. In addition, the path to Woodstock North High School will be a 144ct to provide for expansion capabilities in the future. Appendix C identifies all sites to be connected with fiber terminations and their respective fiber cable counts.

The fiber segment from Lucas Rd and Rt. 14 to Lake Av and Rt. 14 design is covered under a separate project but will be integrated into the final asbuilts.

McHenry County Community College will have 48 fibers terminated and McHenry County Administration will have 72 fibers terminated. Woodstock City Hall, Woodstock Police Dept & Clay Academy will each have 24 fibers terminated. Woodstock Seminary Water Treatment plant & Woodstock Radio Tower will each have 12 fibers terminated. All other sites will have 6 fibers terminated.

For the Outside Plant (OSP) design component of this project, the Contractor will verify continuity for fiber path or modify fiber path to avoid obstacles and obstructions to install each fiber path. The design phase of this project shall validate the proposed route and identify right-of-way (ROW) required to complete each fiber segment. Handholes will be designed, with 50’ service coils, in strategic locations for future expansion.

A ten (10) gigabit optical transport link will be designed from McHenry County Admin Bldg to the McHenry County Community College using Cisco 3800X Metro switches. All other One (1) gigabit links will be connected via a Cisco Catalyst 2900 series switch. See Appendix D & E.

A wireless point-to-point Ethernet transport data link, in licensed spectrum, will be designed from McHenry County Community College to the Woodstock Lake Av. Water Tower to carry a minimum bandwidth of 446 Megabits per second. Design shall include coax and fiber routing for radio & modems links to associated data center and data cabinet respectively. This includes line of sight verification.

2.2 Engineer

From the approved fiber lateral design documents, the Contractor will generate construction ready documentation providing running line detail, identifying key obstructions and potential issues and providing construction level detail required for state, local, regional and railroad permitting.

Contractor will work with local contacts to collaborate on inside plant (ISP) fiber paths, termination/equipment locations and construction access & scheduling.

2.3 Permit

The Contractor will generate construction permit applications for fiber cable running line and crossings of state, county, regional, railroad and local entities owning and/or controlling the ROW required for continuity. Contractor shall create permit package for each entity and identify and
document any permit fees required by each entity for processing or licensing of ROW. McHenry County will process checks in payment for fees documented for ROW.

2.4 Construction/Installation

The Contractor shall construct fiber cable segments linking the sites identified in Appendix A, B & C and approved by McHenry County.

The fiber segment from Lucas Rd and Rt. 14 to Lake Av and Rt. 14 path/conduit construction is covered under a separate IDOT project. Contractor will be responsible to place 144ct cable, per design, in IDOT/McHenry provided conduit. Contractor shall build to tie in IDOT/McHenry provided conduit to tie into new fiber network.

Fiber construction will provide for a single mode fiber network built to follow the design and engineering plans approved for construction. Fiber must comply with ITU G.652 standards and meet SMF28e+ (OS2) performance. Fiber count and termination quantities will be determined per design. Fibers will be terminated with duplex LC/APC high density panels at each termination site.

Re-enterable splice cases are required for all Splice points.

A minimum of 1 ¼” HDPE duct or other industry standard installation methodology is required for all fiber paths. Micro duct technology will be considered for lateral fiber system but pricing must detail cost differential for alternative methodologies proposed (both project based and cost of ownership).

Tracer wire, or armored cable, will be placed on all fiber segments. Terminal access for tracer will be provided at each vault, access point and aggregation site.

All fiber terminations, equipment installations and configuration will be coordinated with appropriate facility management and IT group. Equipment will be installed per industry and manufactures’ guidelines.

Installation of the Point-to-Point wireless system that includes: radio and antennae mounting, cable construction, equipment cabinet/pad construction and powering.

All work must comply with all NEC, EIA/TIA, NFPA, OSHA, State of Illinois and Federal Codes and Regulations.

2.5 Test and Document

Full test documentation is required for all fiber installed. Final test data must be provided for all unterminated, terminated and/or connectorized fiber segments when spliced into final (project completed) configuration. Final construction as-builts must be provided for all fiber paths to include:

- Location – GPS referencing on GIS mapping system required.
- Depth – Mapping must include spot references. Electronic tabulation for directional boring activity preferred.
- Map annotation on other critical infrastructure such as water, sewer and utilities, identified during construction should be included in final as-builts.

2.6 **Project Management and Reporting**

The selected Contractor will be required to assign a project manager to:

- Schedule and coordinate work activity required to install, test and document the fiber infrastructure
- Manage all Contractor employees and subcontractors assigned, working and supporting the fiber implementation during the course of the project
- Provide liaison between the selected Contractor, McHenry project staff, and constituent communities
- Provide periodic (weekly) status reports to include
  - Project status
  - Progress during reporting period
  - Progress to complete overall project and project objectives
  - Major issues, obstacles or disruptions to completion of project

2.7 **Proposed Schedule**

McHenry’s objective is to have this Work completed within 12 months of the Notice to Proceed and approval of this Scope of Work Agreement.

2.8 **Maintenance and Support**

After successful Network turnup and McHenry County acceptance, the contractor will provide 4-hour on-site technician response/hardware delivery to system degraded or down conditions. Contractor will provide support staff and equipment spares location and coordinate with McHenry County, the Village of Woodstock and District 200 on escalation, notification and access. The term for support services will be 5 years hardware maintenance and 5 years software maintenance for networking and management components.

2.9 **Network Monitoring and Operations Center**

McHenry will provide monitoring and management of the Optical Network. Outage and/or trouble tickets shall be issued from the McHenry Network Operations Center (NOC).
2.9 Compensation

For each area of service detailed in the above scope of work, and, as established by the Globetrotters Engineering Corporation proposal in response to McHenry, and, as amended by the following compensation categories and amounts are established for the Proposed Fiber Optic Broadband Network:

Items to be billed as “Fiber Network Construction”: $1,826,562.72
- Primary Fiber Optic Backbone:
- Secondary Fiber Optic Backbone:
- Lateral and Site Construction

Items to be billed as “Optical Transport Network”: $185,006.00
- 10 Gigabit Ethernet Data Transport
- 1 Gigabit Ethernet Data Transport
- Optical Network 4-Hour/5 Year Maintenance Contract

Items to be billed as “Wireless Point-to-Point”: $127,399.00
- 600 MB Wireless Ethernet Data Transport
- Wireless PTP 4-Hour/5 Year Maintenance Contract

TOTAL COST for Scope of Work: $2,138,967.72

2.10 Contact Information

If to Owner:
Mr. Donald Gray
Director of Purchasing
McHenry County
2200 N. Seminary Av., Room 200
Woodstock, IL 60098

If to Contractor:
Mr. Zygmont Boxer, P.E.
Engineering Manager
Globetrotters, LLC
300 S. Wacker Drive, Suite 400
Chicago, IL 60606

IN WITNESS WHEREOF, Owner and Contractor have executed this Contract for Scope of Work.

McHenry County
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________

GLOBETROTTERS, LLC
By: ____________________________
Name: __________________________
Title: __________________________
Date: __________________________
# APPENDIX B

## 3.1 Primary Fiber Optic Backbone Path

<table>
<thead>
<tr>
<th>Segment ID</th>
<th>Site #</th>
<th>LOCATION</th>
<th>Site #</th>
<th>LOCATION</th>
<th>Approx Distance (feet)</th>
<th>Fiber Count</th>
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<td>P1</td>
<td>Tarton Dr &amp; US 14 ROW</td>
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<td>PS-2</td>
<td>P2</td>
<td>Lake &amp; US 14</td>
<td>P3</td>
<td>Water Tower Tie on Lake St</td>
<td>2520</td>
<td>144</td>
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<td>PS-3</td>
<td>P3</td>
<td>Water Tower Tie on Lake St</td>
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<td>PS-4</td>
<td>P4</td>
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<td>144</td>
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<td>PS-12</td>
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## 3.2 Secondary Fiber Optic Backbone Path

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<th>LOCATION</th>
<th>Approx Distance (feet)</th>
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<td>Dean St Elementary Tie</td>
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<td>Tryon St &amp; Judd</td>
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<td>Olson Elem Tie</td>
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<td>Hill St &amp; South St</td>
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<td>SS-5</td>
<td>L3</td>
<td>Hill St &amp; South St</td>
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<td>Woodstock South HS Tie</td>
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<td>SS-6</td>
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<td>Hill St &amp; South St</td>
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<td>Westwood Elementary Tie</td>
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<td>Aquatic Center</td>
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<td>Creekside Campus</td>
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<td>P13</td>
<td>McHenry Cnty Admin Bldg Tie on Russel Ct</td>
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<td>Northwood Campus Tie on Seminary Av</td>
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<td>PS-14</td>
<td>P14</td>
<td>Northwood Campus Tie on Seminary Av</td>
<td>P15</td>
<td>Woodstock North HS Tie on Raffel Rd</td>
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## APPENDIX C

### 3. 3 Lateral & Site Construction

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<th>Site #</th>
<th>Name</th>
<th>Address</th>
<th>Tie to</th>
<th>Fiber Count</th>
</tr>
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<tbody>
<tr>
<td>Z1</td>
<td>McHenry Community College</td>
<td>8900 US 14, Crystal Lake</td>
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<td>144</td>
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<td>Z2</td>
<td>Lake Av Water Tower</td>
<td>1200 Lake Ave, Woodstock</td>
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<td>Z3</td>
<td>Woodstock Recreation Center</td>
<td>820 Lake Av, Woodstock</td>
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<td>Z4</td>
<td>Woodstock Police Dept</td>
<td>656 Lake Av, Woodstock</td>
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<td>Z5</td>
<td>Woodstock Opera House</td>
<td>121 East Van Buren St, Woodstock</td>
<td>Primary</td>
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<td>Z6</td>
<td>Woodstock School District Admin</td>
<td>224 West Judd St, Woodstock</td>
<td>Primary</td>
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<tr>
<td>Z7</td>
<td>Woodstock City Hall</td>
<td>121 West Calhoun St, Woodstock</td>
<td>Primary</td>
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<td>Z8</td>
<td>Woodstock Public Works</td>
<td>326 Washington St, Woodstock</td>
<td>Primary</td>
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<td>Z9</td>
<td>Clay Academy</td>
<td>112 Grove St, Woodstock</td>
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<td>Northwood Campus</td>
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<td>Z11</td>
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<td>Westwood Campus</td>
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<td>Z17</td>
<td>Dean Street Elementary</td>
<td>600 Dean St, Woodstock</td>
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<td>Z18</td>
<td>Woodstock Court House</td>
<td>101 N. Johnson St., Woodstock</td>
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<td>Z19</td>
<td>Woodstock County Treasurer</td>
<td>2100 N. Seminary Av., Woodstock</td>
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<td>Z20</td>
<td>Seminary Ave. Treatment Plant</td>
<td>1500 Seminary Ave, Woodstock</td>
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<td>Z21</td>
<td>Woodstock County Work Force</td>
<td>500 Russel Court, Woodstock</td>
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<td>Z23</td>
<td>Creekside/Prairiewood Campus</td>
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<td>Z24</td>
<td>Aquatic Center</td>
<td>1313 Kishwaukee Valley Rd, Woodstock</td>
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<tr>
<td>Z25</td>
<td>Woodstock Radio Tower</td>
<td>Rt 14 &amp; Kishwaukee Valley Rd, Woodstock</td>
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# APPENDIX D

## McHenry County Broadband Network Transport Chart

<table>
<thead>
<tr>
<th>Site #</th>
<th>Name</th>
<th>Link Capacity</th>
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<tbody>
<tr>
<td>Z1</td>
<td>McHenry Community College</td>
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<td>Z2</td>
<td>Lake Av Water Tower</td>
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<td>Z3</td>
<td>Woodstock Recreation Center</td>
<td>1 Gigabit</td>
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<td>Z4</td>
<td>Woodstock Police Dept</td>
<td>1 Gigabit</td>
</tr>
<tr>
<td>Z5</td>
<td>Woodstock Opera House</td>
<td>1 Gigabit</td>
</tr>
<tr>
<td>Z6</td>
<td>Woodstock School District Admin</td>
<td>1 Gigabit</td>
</tr>
<tr>
<td>Z7</td>
<td>Woodstock City Hall</td>
<td>1 Gigabit</td>
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<tr>
<td>Z8</td>
<td>Woodstock Public Works</td>
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<td>Z9</td>
<td>Clay Academy</td>
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<td>Z10</td>
<td>Northwood Campus</td>
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<td>Z11</td>
<td>McHenry County Admin Bldg</td>
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<td>Z12</td>
<td>Woodstock North HS</td>
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<td>Woodstock Library</td>
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<td>Olson Elementary</td>
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RESOLUTION

RESOLUTION AUTHORIZING A CONTRACT WITH NORTHERN ILLINOIS UNIVERSITY THROUGH ITS BROADBAND DEVELOPMENT GROUP FOR PROJECT COORDINATION SERVICES FOR MCHENRY COUNTY’S BROADBAND FIBER NETWORK

WHEREAS, the University has assisted the County on the initial phases of the Network including the Preparation of the Request for Proposal, Vendor Evaluation, and Contract Negotiations phase; and

WHEREAS, the County issued a formal Request for Proposal for the Project Coordination phase and subsequently, the County’s proposal evaluation team selected the University as the best qualified form to assist the County; and

WHEREAS, the University has complied with all criteria set forth to be considered a qualified vendor and has satisfied the requirements set forth by the McHenry County Purchasing Ordinance for submitting an acceptable bid; and

WHEREAS, all the work proposed has also been reviewed and approved by the McHenry County Fiber Network Consortium consisting of McHenry County, McHenry County ETSB, the City of Woodstock, School District 200, and McHenry Community College.

NOW, THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois hereby authorizes the Director of Purchasing to enter into the attached contract with the University to provide the required Project Coordination services related to the County's Network project; and

BE IT FURTHER RESOLVED, said contract is for an amount not to exceed $115,000.00 and will be covered by the Project Budget; and

BE IT FURTHER RESOLVED, services and payments subject to approval by all Consortium Members; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

_________________________________
KATHERINE C. SCHULTZ, County Clerk

ATTACHMENTS:

- McHenry-NIU Agreement 10-8-14 (PDF)
AGREEMENT

THIS AGREEMENT, made and entered this _______ day of _______, 2014 by and between the BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY, acting on behalf of Northern Illinois University through its Broadband Development Group, referred to as the “University”, and the County of McHenry, a body politic, located at 2200 North Seminary Avenue, Woodstock, IL 60098, hereinafter referred to as “County”, witnesseth:

1. **Scope of Work.** In consideration of the mutual promises hereafter specified, the University and the County agree to the services, referred to as the “Services”, delineated in Attachment A, which document is incorporated by reference herein and made a part hereof.

2. **Terms of Agreement.** The term of this Agreement shall be from the date of execution above through August 31, 2015 or the completion of the project, whichever is latest, unless the term is extended by the mutual written agreement of the parties.

3. **Compensation.** As full and complete compensation for these services, the County shall pay the University a fee not to exceed $115,000, payable according to the following payment schedule:

<table>
<thead>
<tr>
<th>Installment</th>
<th>Amount</th>
<th>Payment Terms</th>
</tr>
</thead>
<tbody>
<tr>
<td>1st Installment</td>
<td>$28,750.00</td>
<td>Paid within 30 days of agreement execution</td>
</tr>
<tr>
<td>2nd Installment</td>
<td>$28,750.00</td>
<td>Paid 4 months after 1st Installment</td>
</tr>
<tr>
<td>3rd Installment</td>
<td>$28,750.00</td>
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</tr>
<tr>
<td>Final Installment</td>
<td>$28,750.00</td>
<td>Paid 4 months after 3rd Installment</td>
</tr>
</tbody>
</table>

4. **Expenses:** The University shall not incur any additional costs on behalf of the County unless authorized in writing by the County.

5. **Relationship of the Parties.** In performing the Services hereunder, the University shall at all times act as an independent contractor and not as an agent or employee of County. The Services shall be completed to the satisfaction of County; however the actual details of the Services shall be under the University’s control. The University is required to make appropriate filings with the taxing authorities to account for and make all payments
required by local, state and federal authorities resulting from its performance of the Services, including without limitation, income tax and social security payments. The University shall also comply, at its expense, with all applicable provisions of workers compensation laws, unemployment compensation laws, social security laws, the Fair Labor Standards Act and all other applicable federal, state and local regulations relating to the terms and conditions of employment required to be fulfilled by an employer. Subject to the limitations of applicable Illinois law, the University further agrees to indemnify and hold County harmless for any and all claims made by the above mentioned authorities resulting from the University’s negligent acts arising from its performance of Services hereunder or otherwise arising out of the University’s breach of the obligations contained in this paragraph.

The University is in no way authorized to make any agreement, warranty or representation on behalf of County or to incur any expenses or implied obligation on behalf of County without first obtaining County’s prior written consent.

6. **Non-Acpropriation of Funds.** This Agreement is made subject to available budgetary appropriations and shall not create any obligation on behalf of the County in excess of such appropriations. In the event that no funds or insufficient funds are appropriated and budgeted, this Agreement shall terminate without penalty or expense to the County thirty (30) days after written notification of termination from the County.

7. **Assignment and Subcontracting.** This Agreement shall not be assigned by the University without prior written approval of the County, subject to such conditions and provisions as the County may deem necessary in its sole and absolute discretion. No such approval by the County of any assignment shall be deemed in any event or in any manner to provide for the incurrence of any obligation of the County in addition to the total agreed upon price.

8. **Governing Law and Venue.** The parties agree that any claims arising under this agreement shall be governed by the laws of the State of Illinois. Proper venue for any
such claim shall be in either the Illinois Court of Claims or the 22nd Illinois Judicial Circuit, McHenry County, IL.

9. **Compliance with Laws.** The parties agree to comply with all applicable laws. The parties hereto shall abide by the requirements of Executive Order 11246 and the Rules and Regulations of the Illinois Department of Human Rights, and there shall be no discrimination because of race, color, religion, sex, national origin, ancestry, age, marital status, physical or mental handicap unrelated to ability or an unfavorable discharge from military service in the employment, training or promotion of personnel engaged in the performance of this agreement.

10. **Entire Agreement.** This Agreement constitutes the entire Agreement between parties hereto. There is no part of that Agreement not set forth herein; and no changes in or additions to said Agreement shall be valid unless in writing and signed by the parties hereto.

AS WITNESS WHEREOF, the parties have caused this Agreement to be executed as and of the day and year first written above.

THE COUNTY OF MCHENRY

By __________________________ date

Title: __________________________

Client’s FEIN: __________________________

BROADBAND DEVELOPMENT GROUP
NIU OUTREACH

By __________________________ date

Robert Winchel
Title: Research Associate

BOARD OF TRUSTEES OF NORTHERN ILLINOIS UNIVERSITY

By __________________________ date

Matthew Parks
Title: Senior Director, Network Systems Support
Northern Illinois University

Packet Pg. 157
ATTACHMENT A

McHENRY COUNTY BROADBAND FIBER NETWORK CONSTRUCTION
NORTHERN ILLINOIS UNIVERSITY BROADBAND DEVELOPMENT GROUP
PROJECT COORDINATION SERVICES.

SCOPE OF SERVICES

The Northern Illinois University Broadband Development Group ("NIUBDG") will serve as Project Coordinator with McHenry County ("County") to manage, monitor and control the construction of the Network; coordinate activities with the City of Woodstock, Woodstock Community Unit School District 200 and McHenry County College; manage, monitor and control the construction of the Network working with the County’s vendor; conduct regular progress meetings and provide management reporting to the County.

PROJECT WORK PLAN

The critical Project Coordination tasks to be completed in this Phase include:

A. Assist the County with the review of all final vendor pre-construction documentation that addresses: a) Fiber engineering and construction; b) Fiber transmission equipment; c) Wireless link; and d) Vendor project management and network documentation.

All vendor documentation will need to be reviewed to insure it complies with the final negotiated contract terms. NIUBDG will work with the vendor to develop an overall project plan for the project team’s review and to serve as a critical project management document.

A. Coordinate all permitting requirements with required entities including Metra Railroad, County, City, Township and other permitting requirements.

Based on past experience, permitting can be a very time consuming process and permitting requirements will need to be factored into the overall Project Plan. Additionally, NIUBDG envisions developing a coordinated permit approach to address the permitting requirements of each entity in the most efficient manner.

B. Monitor construction activities including: a) Construction of primary fiber backbone; b) Construction of secondary fiber backbone; c) Construction of fiber laterals; d) Construction of the anchor location building requirements; e) Construction and installation of the wireless equipment; f) Network equipment installation and quality assurance; g) Network and wireless equipment acceptance process and testing; h) Coordination of Network Operations Center requirements; i) Establishment of the system network management and maintenance activity; and j) Establishment of internet and other network services vendors.
One of the most critical documents developed during this Project Coordination Phase will be the development of a detailed project plan that addresses all of the components listed (a – j) and related dependencies. For example, an approved permit must be obtained prior to proceeding with construction. Network equipment must be ordered to arrive when required. Regular project meetings will be conducted tracking status, next steps, open items and other required issues.

C. Conduct Deliverable and Quality Assurance reviews.

NIUBDG will assist the County in reviewing all deliverables to insure they meet the County’s requirements and comply with the required specifications.

D. Coordinate final system testing and Network acceptance.

Individual segments will be tested and any deficiencies noted and corrected. Once completed, the Network will be tested to verify the Network performs as designed and complies with industry practices. Test results will be documented, summarized and presented to County management for approval and Network acceptance.

E. Conduct required Project Progress Meetings and Reporting.

As noted above, regular progress meetings will be conducted and actual progress will be compared against the management plan. Any deficiencies or delays will be addressed to remain as close as possible to the original plan. Delays are inevitable so the sooner they are addressed, the sooner a corrective action can be initiated. Any significant delays will be brought to Management’s attention and addressed in a progress report. If required, a modified plan may be developed. The overall goal is to complete the project in the most effective and timely manner.

PROFESSIONAL FEES

NIUBDG proposes a professional fee of $115,000 to complete the Project Coordination Phase Scope of Services outlined above.
RESOLUTION

RESOLUTION AUTHORIZING VALLEY HI TO ENTER INTO A CONTRACT WITH KCI FOR WOUND CARE EQUIPMENT RENTAL AND SUPPLIES

WHEREAS, the Valley Hi Nursing Home provides wound care therapy related services and supplies for resident use; and

WHEREAS, the facility wound care physician visits weekly to provide care and treatment for residents identified as being at risk for the development of wounds or who have a wound and routinely give physician’s orders which may include the rental and use of a wound vac or other advanced wound therapy device and supplies; and

WHEREAS, KCI is a sole source provider and leader in the long term care industry; and

WHEREAS, Valley Hi annually budgets for said supplies under the following OCA codes and amounts in FY2014:

- Medical Equipment Rental 610050-4340-30 $ 17,000
- Medical Supplies 610050-5080-10 $ 6,250

WHEREAS, Valley Hi uses KCI only under the orders of the residents attending physician and wound care physician on an as needed basis; and

WHEREAS, this matter has been reviewed by the Valley Hi Operating Board and recommended for approval by the McHenry County Board.

NOW THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairwoman of the Board is hereby authorized to enter into an agreement with KCI; and

BE IT FURTHER RESOLVED, that said agreement is on a case by case basis depending on resident conditions and needs; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.

_______________________________
TINA R. HILL, Chairwoman
McHenry County Board
ATTEST:

KATHERINE C. SCHULTZ, County Clerk
TO: McHenry County Board  
FROM: Thomas Annarella  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing Valley Hi to Enter Into a Contract with KCI for Wound Care Equipment Rental and Supplies

Board/Committee Action Requested:

Approval of a resolution to award an agreement to KCI for wound care equipment supplies and rental.

Background:

Valley Hi contracts with KCI for specialized advanced wound care equipment rental and supplies on an as needed basis determined by resident need and physician order. Valley Hi has a wound care physician that comes and rounds on residents with wounds on a weekly basis and consults with resident attending physicians and facility staff. As part of the treatment plan, for more advanced wounds, the wound physician may order a wound vac or other specialized wound treatment device for a determined period of time. Valley Hi rents the wound vac or device and related supplies from KCI, a sole source wound care equipment and supply company. Based on the residents pay source, Valley Hi may be able to bill third party insurance, Medicare, or privately for the rental of the equipment, however Valley Hi must cover the cost of the rental and supplies if the resident is receiving Medicaid assistance.

Discussion:

Valley Hi requires purchase / rental of wound care related services and products to meet the medical needs of residents. Vendor has worked with Valley Hi for many years and is a leader in the long term care industry for wound care related services and supplies. By utilizing specialized advanced wound care treatment equipment and methods, Valley Hi clinical staff can speed up the wound healing process which benefits the resident’s clinically and the facility financially.

Impact on Human Resources:

NONE

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

The projected expenditures are included in budget projections for Valley Hi under the following OCA codes and amounts:
Impact on Capital Expenditures:
NONE

Impact on Physical Space:
NONE

Impact on Other County Departments or Outside Agencies:
NONE

Conformity to Board Ordinances and Policies:
Request presumed to comply with all applicable policies and ordinances.

Attachments/Appendices:
None

HISTORY:
09/24/14 Valley Hi Operating Board RECOMMENDED
10/22/14 Public Health & Human Services RECOMMENDED
RESOLUTION

RESOLUTION AUTHORIZING A CONTRACT WITH HOWARD TECHNOLOGY FOR THE PURCHASE OF TELEVISIONS, MOUNTS, AND INSTALLATION FOR VALLEY HI NURSING HOME

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

WHEREAS, Valley Hi staff routinely have to monitor resident televisions brought into the facility to ensure they comply with safety standards and sizes established by the Valley Hi Safety Committee; and

WHEREAS, the housekeeping and maintenance staff have to move the resident televisions for cleaning purposes and/or for room changes, risking injury to the staff member or potential breakage of the television; and

WHEREAS, Valley Hi residents typically place their televisions on the bedside table taking up resident room space as well as creating a potential hazard if the TV should fall; and

WHEREAS, under the direction of the Valley Hi Operating Board, the Valley Hi Administrator was instructed to research the cost of purchasing and standardizing all the televisions in the residents rooms to prevent potential safety issues with residents and staff; and

WHEREAS, the Director of Purchasing and the Valley Hi Nursing Home Administrator issued a bid request to six (6) potential vendors and posted the request for bid on the County’s web page with six (6) vendors responding; and

WHEREAS, the Director of Purchasing, The Facilities Management Director, and the Valley Hi Nursing Home Administrator are now recommending Howard Technology as the responsive, responsible vendor, complying with all criteria set forth to be considered as a qualified vendor and satisfying the requirements set forth by McHenry County Purchasing for submitting an acceptable bid; and

WHEREAS, this recommendation as been reviewed by the Valley Hi Operating Board and the County Administrator who are recommending the County Board approve this contract, standardizing the type, size and placement of televisions in the residents rooms and minimizing potential safety hazards for the residents and staff.

NOW THEREFORE BE IT RESOLVED, by this County Board of McHenry County, Illinois that the Chairwoman of the Board is hereby authorized to enter into a contract with Howard Technology, Ellisville, MO for the purchase of 130 televisions and wall mounts for the Valley Hi Nursing Home Facility at a cost not to exceed $80,000; and

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

DATED at Woodstock, Illinois, this 6th day of November, A.D., 2014.
TINA R. HILL, Chairwoman
McHenry County Board

KATHERINE C. SCHULTZ, County Clerk
TO: McHenry County Board  
FROM: Thomas Annarella  
DATE: November 6, 2014  
SUBJECT: Resolution Authorizing a Contract with Howard Technology for the Purchase of Televisions, Mounts, and Installation for Valley Hi Nursing Home

Board/Committee Action Requested:

To purchase 130 televisions, mounts, and installation for resident’s rooms at Valley Hi Nursing Home.

Background:

Valley Hi currently has a Direct TV system that has basic programming with 17 channels for residents to use in their rooms as well as common areas. At the current time, residents are asked to bring in their own TV’s for use in their rooms, which is causing staff to have to move televisions throughout the facility as residents move and/or move televisions to clean resident rooms. Valley Hi would like to purchase televisions for all the resident rooms and mounts so that the televisions will be provided and not have to be moved. The televisions being mounted on the wall will allow for the bedside table to be used for other things instead of the common use as a television stand. This purchase will also improve staff and resident safety as the televisions will not be moved throughout the facility and they will be securely mounted to the walls rather than be in a stand typically located on top of the bedside tables.

Discussion:

Valley Hi residents would like to see televisions provided by the facility and mounted directly to the resident room walls.

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

Valley Hi would incur a one-time cost not to exceed $80,000 applied to the contingency fund.

Impact on Capital Expenditures:

NONE

Impact on Physical Space:

NONE

Impact on Other County Departments or Outside Agencies:

NONE
Conformity to Board Ordinances and Policies:

Request presumed to comply with all applicable policies and ordinances.

Attachments/Appendices:

NONE

HISTORY:

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<thead>
<tr>
<th>Date</th>
<th>Department</th>
<th>Recommendation</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/24/14</td>
<td>Valley Hi Operating Board</td>
<td>RECOMMENDED</td>
</tr>
<tr>
<td>10/22/14</td>
<td>Public Health &amp; Human Services</td>
<td>RECOMMENDED</td>
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