

## WILL COUNTY BOARD

302 N. CHICAGO ST. JOLIET, IL 60432

FEBRUARY 18, 2021

**County Board Room** 

## Recessed Meeting

9:30 AM

## AMENDED

IN ACCORDANCE WITH PUBLIC ACT 101-640, EFFECTIVE NOVEMBER 13, 2020 AND THE GUBERNATORIAL DISASTER PROCLAMATION ISSUED BY GOVERNOR PRITZKER ON FEBRUARY 5, 2021, THIS MEETING WILL BE HELD VIA VIDEOCONFERENCE/TELEPHONICALLY THROUGH THE WEBEX EVENTS PLATFORM. WILL COUNTY BOARD MEMBERS WILL BE ATTENDING THE MEETING REMOTELY AND THE GENERAL PUBLIC IS STRONGLY ENCOURAGED TO DO THE SAME.

THE PUBLIC IS INVITED TO COMMENT OR POSE A QUESTION BY EMAIL AT PUBLICCOMMENT@WILLCOUNTYILLINOIS.COM. AT THE PUBLIC COMMENTS PORTION OF THE MEETING, THE EMAILS WILL BE READ INTO THE RECORD. PLEASE GO TO WWW.WILLCOUNTYBOARD.COM/MEETINGS FOR A LINK TO ATTEND THE MEETING VIA WEBEX.

## I. CALL TO ORDER

Executive Bertino-Tarrant called the meeting to order at 9:30 a.m.

## II. PLEDGE OF ALLEGIANCE TO THE FLAG

Member Freeman led the Pledge of Allegiance.

## III. INVOCATION

Member Freeman introduced Pastor Kurt Hoover of Messiah Lutheran Church.

## IV. ROLL CALL

Attendee Name	Title	Status	Arrived
Sherry Newquist	District 1 (D - Steger)	Present	
Judy Ogalla	District 1 (R - Monee)	Present	
Amanda Koch	District 2 (D - Frankfort)	Present	
Jim Moustis	District 2 (R - Frankfort)	Present	
Raquel M. Mitchell	District 3 (R - Bolingbrook)	Present	
Margaret Tyson	District 3 (D - Bolingbrook)	Present	
Kenneth E. Harris	District 4 (D - Bolingbrook)	Present	
Jacqueline Traynere	District 4 (D - Bolingbrook)	Present	
Gretchen Fritz	District 5 (R - Plainfield)	Present	
Meta Mueller	District 5 (D - Aurora)	Present	
Donald Gould	District 6 (R - Shorewood)	Present	
Joe VanDuyne	District 6 (D - Wilmington)	Present	
Steve Balich	District 7 (R - Homer Glen)	Present	
Mike Fricilone	District 7 (R - Homer Glen)	Present	
Herbert Brooks Jr.	District 8 (D - Joliet)	Present	

Denise E. Winfrey	District 8 (D - Joliet)	Present
Annette Parker	District 9 (R - Crest Hill)	Present
Rachel Ventura	District 9 (D - Joliet)	Present
Natalie Coleman	District 10 (D - Plainfield)	Present
Tyler Marcum	District 10 (D - Joliet)	Present
Julie Berkowicz	District 11 (R - Naperville)	Present
Mimi Cowan	Speaker, District 11 (D - Naperville)	Present
Frankie Pretzel	District 12 (R - New Lenox)	Present
Tom Weigel	District 12 (R - New Lenox)	Present
Mica Freeman	District 13 (D - Plainfield)	Present
Debbie Kraulidis	District 13 (R - Joliet)	Present

## V. DECLARING QUORUM PRESENT

Elected officials present: County Clerk, Lauren Staley Ferry; County Executive, Jennifer Bertino-Tarrant; Recorder of Deeds, Karen Stukel; Treasurer, Tim Brophy

Media present: Southtown, Alice Fabbre; Farmers Weekly Review, Nick Reiher; Herald News, Alex Ortiz

## VI. MOTION TO PLACE ON FILE CERTIFICATE OF PUBLICATION

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike Fricilone, District 7 (R - Homer Glen)
SECONDER:	Julie Berkowicz, District 11 (R - Naperville)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

#### VII. APPROVAL OF MINUTES

#### 1. Will County Board - Recessed Meeting - Jan 21, 2021 9:30 AM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Denise E. Winfrey, District 8 (D - Joliet)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. EXECUTIVE SESSION Will County Board Minutes 21jan21

PROVED [UNANIMOUS]
Moustis, District 2 (R - Frankfort)
bert Brooks Jr., District 8 (D - Joliet)
wquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
eller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
ntura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
ulidis

## VIII. ACKNOWLEDGEMENT OF ELECTED OFFICIALS AND MEDIA PRESENT

## IX. HONORARY RESOLUTIONS / PROCLAMATIONS

## 1. <u>Recognizing the 110th Anniversary of the Louis Joliet Chapter Daughters of the</u> <u>American Revolution</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mike Fricilone, District 7 (R - Homer Glen)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. <u>Recognizing February as Black History Month</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Margaret Tyson, District 3 (D - Bolingbrook)
SECONDER:	Denise E. Winfrey, District 8 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis
	Riduluis

## 3. <u>Recognizing April as National Fair Housing Month</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Amanda Koch, District 2 (D - Frankfort)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis
	(ddini)

## X. PUBLIC COMMENT FOR AGENDA ITEMS ONLY

Ms. Beth Adams stated I see no public comment.

## XI. OLD BUSINESS

## Status of January 21, 2021 Resolutions/Ordinances

XII. NEW BUSINESS

#### XIII. LAND USE & DEVELOPMENT COMMITTEE - T. MARCUM, CHAIR

#### **Open Public Hearing for all Land Use Cases**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## PLEASE BE ADVISED: ABSOLUTELY NO NEW EVIDENCE OR INFORMATION WILL BE ALLOWED ONCE THIS LAND USE PUBLIC HEARING IS CLOSED.

#### Close Public Hearing for all Land Use Cases

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

1. Ordinance Amending the Will County, Illinois Zoning Ordinance Adopted and Approved September 9, 1947 as Amended for Zoning Case ZC-21-002, AMICI, LLC; Owner of Record (Nate Rexroth, 100% Interest/Sole Member), Summit Development LLC Midwest, Agent (Paul Dresselhaus and John Dresselhaus, each 50% Interest), Thomas Osterberger of Kavanagh Grumley & Gorbold, LLC, Attorney, Requesting (S-21-001) Special Use Permit for Light Equipment Sales/Rental, for PIN #07-01-09-200-010-0000, in Wheatland Township, Commonly Known as 9714 S. Route 59, Naperville, IL, County Board District 11

Member Newquist stated I was reading through this and I saw that the people in the neighborhood had an issue with trucks being left running all night. Was that addressed in this?

Member Marcum stated I'll let staff go into greater detail about that.

Ms. Janine Farrell stated the trucks idling on the property was mentioned during the Planning and Zoning Commission meeting. That would not be allowed so we advised the people who spoke up about it to contact our office and file a formal complaint so that we could go out there and check on the situation. As of right now, I don't know if we received that complaint in our office, but like I said, that would not be allowed on the property.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Tom Weigel, District 12 (R - New Lenox)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## PZC: 7-0 Appr SUP for Light Equipment Sales/Rental w/2 Conditions

LUD: 7-0 Appr SUP for Light Equipment Sales/Rental w/2 Conditions

## XIV. LAND USE & DEVELOPMENT COMMITTEE RESOLUTIONS <u>Next Land Use & Development Committee Meeting is Scheduled for March 9, 2021 @</u> <u>10:30 a.m.</u>

#### XV. FINANCE COMMITTEE - K. HARRIS, CHAIR

Member Harris stated good morning Executive Bertino-Tarrant, Board members and all those on the call.

## 1. Monthly Financial Report to be Placed on File

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. 21-28 <u>Transferring Funds within the County Executive's FY2021 Budget for</u> <u>Grants Manager Position</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 3. 21-29 <u>Transferring Appropriations within the CARES/COVID Support FY2021</u> <u>Budget and Various Departmental FY2021 Budgets</u>

Member Harris stated on this particular resolution, this is some COVID-19 money that they're transferring within the county budgets. Just so we're all on the same page, I have a total amount of this transfer to be \$2,466,535.14. I understand there was a discussion at the Republican caucus about one of the items. I did receive confirmation (inaudible). If Ms. ReShawn Howard is on the line, if you don't mind, just to make sure that we vote on the same thing.

Ms. ReShawn Howard stated good morning everyone. The item has been reviewed and corrected so the correct total amount is \$2,466,535.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 4. 21-30 Transferring Appropriations within Various County FY2020 Budgets

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Frankie Pretzel, District 12 (R - New Lenox)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 5. 21-31 <u>Authorizing County Executive to Execute Necessary Documents for</u> <u>Delinquent Tax Program</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

Next Finance Committee Meeting is Scheduled for March 2, 2021 @ 11:00 a.m.

## XVI. PUBLIC WORKS & TRANSPORTATION COMMITTEE - J. VANDUYNE CHAIR Member Van Duyne stated thank you and good morning Executive Bertino-Tarrant.

1. 21-32 <u>Authorizing an Intergovernmental Agreement between the Village of New</u> <u>Lenox and the County of Will for Placement of License Plate Reading Cameras</u> <u>Located on County Highways in the County of Will</u>

RESULT:	APPROVED [24 TO 2]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Mica Freeman, District 13 (D - Plainfield)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Mueller,
	Gould, VanDuyne, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman,
	Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
NAYS:	Fritz, Balich

## 2. 21-33 <u>Confirming Award of Contract to Homer Tree Service, Inc. (\$73,370.00),</u> Let on January 20, 2021, Countywide Tree Removal, All County Board Districts

RESULT:	APPROVED [25 TO 0]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Tom Weigel, District 12 (R - New Lenox)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura,
	Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
AWAY:	Mueller

## 3. 21-34 <u>Improvement by County Under the IL Highway Code for the Countywide</u> <u>Tree Removal, using MFT Funds (\$100,000.00), All County Board Districts</u>

RESULT:	APPROVED [25 TO 0]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura,
	Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
AWAY:	Mueller

4. 21-35 <u>Confirming Award of Contract to "D" Construction, Inc. (\$226,644.28), Let</u> on January 20, 2021, River Road (CH 44) Safety Improvements, County Board <u>District #6</u>

RESULT:	APPROVED [25 TO 0]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Donald Gould, District 6 (R - Shorewood)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura,
	Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
AWAY:	Mueller

5. 21-36 <u>Confirming Award of Contract to P.T. Ferro Construction Co.</u> (\$540,962.56), Let on January 20, 2021, Jackson Road District Cherry Hill Road over Jackson Creek, County Board District #2 and District #6

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Donald Gould, District 6 (R - Shorewood)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

6. 21-37 <u>Authorizing an Intergovernmental Agreement between the County of Will</u> and the Crete Township Road District for Improvements at the Intersection of <u>Exchange Street (CH 49) and Burville Road/Stoney Island Avenue, County Board</u> <u>District #1</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Jim Moustis, District 2 (R - Frankfort)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

7. 21-38 <u>Authorizing Approval of Supplemental Professional Services Agreement</u> for Design Engineering Services (Phase II) with Crawford, Murphy & Tilly, Inc. on Laraway Road (CH 74) from Cedar Road (CH 4) West to Stonebridge Drive, <u>County Board District #12</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Tom Weigel, District 12 (R - New Lenox)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

8. 21-39 <u>Authorizing Approval of an IDOT - County Joint Agreement for</u> <u>Improvements on Bell Road (CH 16) from 159th Street to 151st Road, County</u> <u>Board District #7</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

9. 21-40 <u>Authorizing Approval of the Expenditure of REBUILD Illinois Funds</u> (\$3,650,000.00) for the Improvements on Bell Road (CH 16) from 159th Street to <u>151st Street, County Board District #7</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

10. 21-41 <u>Authorizing an Intergovernmental Agreement between the County of Lake</u> (IN), Crete Township Road District, and the County of Will for Engineering <u>Services and Construction of Traffic Signals at the Intersection of Exchange</u> <u>Street and State Line Road, County Board District #1</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Judy Ogalla, District 1 (R - Monee)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

11. 21-42 <u>Authorizing an Intergovernmental Agreement with the County of Cook for</u> <u>Improvements of 80th Avenue (CH 83) from 191st Street (CH 84) to 183rd Street,</u> <u>County Board Districts #2 and #12</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Jim Moustis, District 2 (R - Frankfort)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## <u>Next Public Works & Transportation Committee Meeting is Scheduled for March 2,</u> 2021 @ 9:00 a.m.

## XVII. DIVERSITY & INCLUSION COMMITTEE - M. TYSON, CHAIR

Member Tyson stated good morning everyone. I am happy to report that the Diversity & Inclusion Committee is moving right along. We will have some nice results at our next meeting talking about our mission and vision statement. Hopefully we'll vote on something that we all agree on. Also, we are still working with the County Executive's office on (inaudible) and that's moving along as well.

## <u>Next Diversity & Inclusion Committee Meeting is Scheduled for March 3, 2021 @ 11:00</u> <u>a.m.</u>

## XVIII. PUBLIC HEALTH & SAFETY COMMITTEE - R. VENTURA, CHAIR

Member Ventura stated we had our normal reports by Sunny Hill Nursing Home, Health Department and Ms. Kathleen Burke. We don't have anything to vote on but I do have two comments to make. I am concerned about the recent discussion from the Health Department Director, Ms. Susan Olenek and the Board of Health to turn down the \$3 million the county has (inaudible) for hiring Health Department employees, specifically for helping with vaccinating the public. I understand there was discussion yesterday at the Board that maybe we'll be drafting something different (inaudible). Because the IDPH is offering more money in the form of a grant, I encourage Ms. Susan Olenek to both accept our \$3 million and they get the state's money because we need to continue hiring not just this round, but more people, as resources for vaccinations improve. President Biden announced yesterday that he was increasing the supply of vaccine and we need to be ready to be able to administer them. Lastly, I would like to make a comment that the comments yesterday by Ms. Susan Olenek in regards to translation does not reflect all the beliefs of the County Board members. I felt that her comments were disrespectful and dismissive. These are life saving measures. We need to do what is needed to save people's lives. If that means providing funds for translations into whatever language is needed for our constituents, than that has to clearly be made. There is money with CARES and the county budget, IDPH, for these needs, there is no reason to be dismissive. Also, (inaudible) I understand our call center will have some bilingual callers, but our callers and staff need to be culturally sensitive employees. Whether they're trained by that or we are hiring a diverse set of callers, we need to make sure we are meeting all of the needs of our constituents. I expect to have further discussion on this both in committee and on this County Board. I look forward to immediately having a discussion of hiring a translator; whether those services are in conjunction with the new PR and communications person Executive Bertino-Tarrant plans to hire, or if the County Board plans to do something directly. Thank you.

Member Fricilone stated I have a comment in regards to what Member Ventura just said. I did attend the Board of Health meeting yesterday. We worked out the details of them accepting the money and we will be voting on it later on our agenda. We are going to be doing it as a loan that they can draw off of, draw down on as they need it. We know that the new money that they're going to be getting from the state, which is about \$1.75 million, may not be here for a couple of weeks or so. The fact that we will hopefully approve the \$3 million loan, they'll be able to draw down off of that and start that hiring process immediately for those additional personnel that the Health Department needs, those RN's and staff. We are helping them meet that need immediately. They passed their own resolution last night to accept the money as a loan which they can draw down as needed. If they get a lot more money, which it seems like they will be able to get in the next round of the American Relief Act, then they may not need our money and that's fine too. It's there for them to access as they need it.

Member Berkowicz stated I went into the agenda but I was not able to pull up that particular report. Am I going in the wrong place or was it emailed? I'm trying to figure out where to read that.

Member Ogalla stated Member Berkowicz from my experience, prior to now, a copy of the report is in the office.

Ms. Beth Adams stated Member Berkowicz I think we received it electronically so I will forward that on to all the Board members.

Member Berkowicz stated is it possible to put a link on the agenda so then you can follow through to go to that document?

Ms. Beth Adams stated I'll see what we can do in the future as far as getting it attached to the County Board agenda.

## 1. <u>Report to be Placed on File - Public Health & Safety</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rachel Ventura, District 9 (D - Joliet)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## <u>Next Public Health & Safety Committee Meeting is Scheduled for March 3, 2021 @</u> 10:00 a.m.

## XIX. LEGISLATIVE & JUDICIAL COMMITTEE - D. WINFREY, CHAIR

Member Winfrey stated good morning Executive Bertino-Tarrant.

1. 21-54 <u>Establishing FY2022 Federal Legislative Agenda & Priorities</u> - Added - To Be Distributed

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5 (D - Aurora)
n, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
uyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
rcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,

<u>Next Legislative & Judicial Committee Meeting is Scheduled for March 9, 2021 @ 9:00</u> <u>a.m.</u>

## XX. CAPITAL IMPROVEMENTS COMMITTEE - H. BROOKS, CHAIR

Member Brooks stated good morning Executive Bertino-Tarrant and ladies and gentleman on this call. I have a resolution to bring forth, however, my agenda does include the new morgue and the energy building and we'll have further discussion on that at our next meeting on March 2 at 10:00 a.m.

## <u>Next Capital Improvements Committee Meeting is Scheduled for March 2, 2021 @</u> 10:00 a.m.

## XXI. EXECUTIVE COMMITTEE - M. COWAN, CHAIR

1. 21-43 <u>Authorizing Transfer of Surplus Real Estate Located at the Southeast</u> <u>Corner of Old Chicago Road and DeSelm Road a.k.a. Manteno Road (CH 8) to</u> <u>Wilmington Fire Protection District</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Joe VanDuyne, District 6 (D - Wilmington)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

2. 21-44 <u>Appropriating Funds in the Veterans Assistance Commission FY21 Budget</u> <u>for COVID-19 Marketing Campaign</u> - *Resolution Added* 

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,

## 3. 21-45 <u>Appropriating Funds in the County Board FY21 Budget for Health</u> <u>Department Public Relations Firm/Communications Manager for COVID-19</u> <u>Vaccination Communication Strategy</u> - *Resolution Added*

Member Cowan stated we have a slight change with this, so I am going to be making a motion to remove this from the agenda for now. Basically, to let everyone know, when we went back to create the resolution, it was clear that in committee the motion was not clear. We do not have a clear direction from the committee. I know this is frustrating for all of us because we want to move it forward as quickly as possible, but we need to make a motion to remove this from the agenda. We will get it into committee and hold a special meeting, if necessary, as soon as possible.

Member Ventura stated what committee is this going back to?

Member Cowan stated Executive.

WITHDRAWN [UNANIMOUS]
Mimi Cowan, Speaker, District 11 (D - Naperville)
Denise E. Winfrey, District 8 (D - Joliet)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

## 4. 21-46 <u>Authorizing a Loan from the County Corporate Fund to the Health</u> <u>Department or COVID-19 Vaccine Distribution</u> - *Resolution Added*

Member Cowan stated I would like to note that this resolution was amended to change from appropriating the funds to authorizing a loan. Member Fricilone spoke about this earlier in the Public Health and Safety committee reports. This was recommended by the State's Attorney's office. I would like to make a motion to authorize a loan from the county corporate fund to the Health Department.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 5. 21-47 <u>Appropriating Grant Funds in the Health Department Budget for IDPH</u> <u>Contact Tracing Grant</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

6. 21-48 <u>Authorizing the County Executive to Negotiate with Illinois Housing</u> <u>Development Authority (IHDA) for a Coordinated ERA (Emergency Rental</u> <u>Assistance) Program</u> - *Resolution Added* 

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Denise E. Winfrey, District 8 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

7. 21-49 <u>Authorizing the Issuance of General Obligation Bonds (Alternate Revenue</u> <u>Source) of the County of Will, Illinois, in an Aggregate Principal Amount not to</u> <u>Exceed \$55,000,000 for the Purpose of Financing a Renewable Natural Gas</u> <u>Facility</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 8. 21-50 <u>Re-Awarding Bid for Security Services at Sunny Hill Nursing Home</u>

APPROVED [UNANIMOUS]
Mimi Cowan, Speaker, District 11 (D - Naperville)
Rachel Ventura, District 9 (D - Joliet)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

## 9. 21-51 Awarding Bid for LiDAR Data Collection Services

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Judy Ogalla, District 1 (R - Monee)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 10. 21-52 Awarding Bid for Electronics Recycling Collection - One Day Events

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 11. 21-53 <u>Renewing Contract for Electronics Recycling Turn Key Collection</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mica Freeman, District 13 (D - Plainfield)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## Next Executive Committee Meeting is Scheduled for March 4, 2021 @ 10:00 a.m.

## XXII. APPOINTMENTS BY THE COUNTY EXECUTIVE

Member Cowan stated the appointment for Black Walnut Creek Drainage District was amended to reflect the correct term of September 6, 2022.

## 1. February 2021 Appointments to Boards and Commissions

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## **XXIII. PUBLIC COMMENT RELEVANT TO MATTERS UNDER THE JURISDICTION OF THE COUNTY** Dr. Cornel Darden, Jr. spoke about black participation in contracting. Email on file in the County Clerk's office.

## XXIV. COMMENTS BY COUNTY BOARD MEMBERS

Member Traynere stated I just wanted to add on to the comments made by Member Ventura regarding the need for bilingual and translatable Health Department conversations. People answer their phone and the literature and the email and Facebook postings, social media posting that they do. My community is 30% Hispanic and many of which they are far more comfortable in their native language versus English. Translation can cause huge errors and harm people. I do think it's very important (inaudible) to continue to push our Health Department providers to provide Spanish. Thank you, Board member Ventura, for bringing that up once again today, and I applaud you.

Member Van Duyne stated as Chairman of the Transportation Committee, I think it's important to recognize our transportation department at the county level. Mr. Jeff Ronaldson and staff have done a phenomenal job clearing snow off the county highway system that we have. We haven't seen snow like this in quite some time, so I just wanted to personally thank him and his staff and recognize those fellas and women that do a great job keeping our roads clear.

Member Freeman stated I just wanted to reach out and say thank you to all of the staff and all of the Board members for working all together and making it possible to get the flowers we ordered for Sunny Hill Nursing Home to them. It was wonderful working with all of you and I can't thank you enough for making that possible.

Member Ventura stated thank you to everyone. We delivered 350 flowers to Sunny Hill. I sent some photos that Ms. Maggie McDowell had sent. The residents were very appreciative of that, so thank you all for that. Just a quick comment on Dr. Cornel Darden's comments...I agree we could do a better job with some of our (inaudible) and bids. I encourage the Capital Improvements Committee to take some of the suggestions that Mr. Ray Tuminello and I had presented a few months ago, as well as working with the Executive's office to make some of those changes. I am more than happy to come back to the committee to represent those ideas or work with Chief of Staff Nick Palmer to try getting that to work. Member Van Duyne, thanks for the shout out on the roads. We definitely appreciate the roads being plowed right now.

Member Mitchell stated Member Freeman and Member Ventura beat me to it. I was going to say thank you for all of us working together, that was really nice for Sunny Hill. One of the things I wanted to mention was as far as having bilingual translations, as far as COVID-19 vaccinations are concerned, a little bit more than that, is actually having information to give as to how people can get to the vaccine. While I appreciate everybody caring about who is getting that information, I want them to have information to actually give. Something our public wants to know as far as getting vaccinated. I appreciate everybody's efforts and great job on the snow as well.

## XXV. ANNOUNCEMENTS BY THE MAJORITY LEADER, MINORITY LEADER AND COUNTY BOARD SPEAKER

## Announcements by County Board Majority Leader, Meta Muller

Member Mueller stated good morning Executive Bertino-Tarrant and my fellow Board members. I really appreciated all the collaboration we've all been doing working together this last month on getting some things moved forward and getting us around the corner on getting our vaccines out there. I just wanted to thank everyone for all the extra time, effort and energy they've been putting in this. I also wanted to let all the staff know I see you guys working really hard at the county and we appreciate all of the support you give us. Thank you.

## Announcements by County Board Minority Leader, Mike Fricilone

Member Fricilone stated thank you Executive Bertino-Tarrant. Tomorrow is National Caregiver Day. We know that caregiver's do a great job on a regular basis and, of course, they've been even more stressed during the pandemic. If you know a caregiver, tell them thank you for the job they do. If you can help a caregiver, help any way you can. I would also like to make it clear that the County Board will continue to do everything in its power to help the Health Department with vaccine distribution. As of the meeting yesterday, we were updated that 78,000 people in Will County received their vaccine and 21,000 have already received their second vaccine. By the legislation we passed today, with the \$3 million loan, we are telling the Health Department let us know what you need. We're there to help. Unfortunately, we don't control the Health Department, they have to make the decisions on what they need and how they can make things happen. In our last piece of legislation, we did up to \$2 million for the call center. We were updated yesterday at the Board of Health meeting that it looks like maybe by the end of the week, beginning of next week, there will be some of those people that they already hired that may be able to start answering some calls. I think that for everything we can do, and a couple of people have mentioned it already, the main thing is they just want to talk to somebody. I've said many, many times...everybody that wants the vaccine wants it tomorrow and we know that's not going to happen just because of the supply that we're getting. But, at least if they get an answer, and they know somebody has them listed, and they're going to get that call back or that email back when their time comes, I think that will lay a lot of the fears that everybody has that I don't know how to get through and you're all getting emails about that. That's what I've been telling our constituents. The time is coming...we are going to have more help to answer questions in the next week or so and we need to put that word out there so when they start calling there will be somebody that picks up the phone. I just want to make it very clear to our constituents: The County Board is doing everything in their power to help and I know Executive Bertino-Tarrant is as well. Other than that, stay safe, the weather is going to change and we're going to get all this snow melted within the next week and get on our way to Spring. Thank you.

## Announcements by County Board Speaker, Mimi Cowan

Member Cowan stated I'll second everything Member Fricilone said about assistance to the Health Department. The County Board may not be able to dictate the actions of the Health Department, but we are here to support any way Again, to reiterate, we will be moving forward with that necessary. communications position and funding that as soon as we possibly can. We've got to work out some details so we may show we're doing it legally and correctly and we'll get that rolling as well as any other requests that come our way. I want to just highlight for everyone that our reapportionment, and some will call it redistricting committee, will start meeting the first week of March. Every ten years after the census we get to make a new map; new political maps. This is necessary because we have districts that have roughly the same number of residents in each district, so as the population changes and shifts and grows as it does in Will County, we need to adjust our borders which we will be doing. The Reapportionment Committee exists of ten people. The Chair is Member Marcum, the Vice-Chair is Member Gould, and the other members are Member Mueller, Member Fricilone, Member Traynere, Member Winfrey, Member Moustis, Member Fritz, Member Ogalla and myself. You will notice that this is five Democrats and five Republicans, because I feel strongly that political maps are not a political process. They are to be fair and representative and I believe that these ten people can come to a fair and representative map as they have in the past in

Will County. I will look forward to joining that process. You may know or not know that the process is going to be a little bit delayed. The census results are delayed, to the extent that the election cycle in Illinois may be delayed from what we usually expect. We usually expect petitions to be starting in September. Anybody who wants to run for County Board, in every single district, will need to get those petitions, but we might not have a map by September. We are waiting on direction from the state to see exactly how that's going to shake out. I want to remind everyone that tomorrow, February 19 at 9:30 a.m., we are having a Committee of the Whole. This is another one in our series of introductory sessions for new Board members, but, of course, all Board members and any staff or members of the public are welcome to attend, it's an open meeting. We're going to be covering a little more in depth on Robert's Rules. As most of you know, those are the guidelines by which we run and structure our meetings. Assistant State's Attorney Tatroe will be doing an in-depth discussion and I think this will be good for both new and returning members who need a little brush up. Clearly, we need to brush up our process a little bit so we'll get a refresher on that. We'll also be hearing from the Land Use Department. This will be a specialty permit for anyone who is not on the Land Use Committee to understand the rule of the Land Use Department and what the County Board's job is in relationship to Land Use. I invite everyone to log into that at 9:30 a.m. tomorrow. I want to remind everybody that the NACo Legislative Conference is taking place March 8 through 26. This is usually something we go to Washington, D.C. for. Obviously, that's not happening this year, it's all virtual. If you are a Board member who is interested in attending sessions of the legislative conference, you need to let Ms. Beth Adams know by tomorrow so that we can break down whose interested and who we can assign to go to the sessions and attend the sessions virtually. Please, by tomorrow afternoon, if you are interested in taking part in the legislative conference, send an email to Ms. Beth Adams. On the topic of Black History Month, I think it's really important that we acknowledge that there is no American History without Black History. In that way, especially as a history professor, Black history is not something that we can separate from American history. This is the month when we put extra special emphasis on it. I think that's really important to highlight excellence and achievement in our nation's history, but it's also a time to reflect on the ways we could have done things better and ways we need to strive for equality and equity as we go forward. There's been a lot of discussion in the last few months at our committee meetings about the (inaudible) slavery in Illinois. I want to be very clear that there were slaves in Illinois. It certainly was not like Mississippi or Alabama, but there were slaves. The history of this is reflected in our own county in a unique way. Our county is named after Mr. Conrad Will. Conrad Will never lived in the area where Will County is. He lived in what is now Jackson County which is down south. Conrad Will was one of the authors of the State Constitution, and he continually (inaudible) for the expansion of slavery in Will County. He was the owner of a salt mine, which is an area where a lot of the slaves worked and were enslaved in Illinois. So, the very person for whom our county is named, was supportive of expanding slavery in Illinois. While

that may not be known widely, or understood, it is part of our history. I think it's important to acknowledge those painful moments as we move forward creating a more equitable county and respecting our diversity. Thank you, that's the extent of my comments today.

## XXVI. EXECUTIVE SESSION

## XXVII. RECESS TO MARCH 18, 2021



## WILL COUNTY BOARD

302 N. CHICAGO ST. JOLIET, IL 60432

JANUARY 21, 2021

**Recessed Meeting** 

9:30 AM

IN ACCORDANCE WITH PUBLIC ACT 101-640, EFFECTIVE NOVEMBER 13, 2020 AND THE GUBERNATORIAL DISASTER PROCLAMATION ISSUED BY GOVERNOR PRITZKER ON JANUARY 8, 2021 THIS MEETING WILL BE HELD VIA VIDEOCONFERENCE/TELEPHONICALLY THROUGH THE WEBEX EVENTS PLATFORM. WILL COUNTY BOARD MEMBERS WILL BE ATTENDING THE MEETING REMOTELY AND THE GENERAL PUBLIC IS STRONGLY ENCOURAGED TO DO THE SAME.

THE PUBLIC IS INVITED TO COMMENT OR POSE A QUESTION BY EMAIL AT PUBLICCOMMENT@WILLCOUNTYILLINOIS.COM. AT THE PUBLIC COMMENTS PORTION OF THE MEETING, THE EMAILS WILL BE READ INTO THE RECORD. PLEASE GO TO WWW.WILLCOUNTYBOARD.COM/MEETINGS FOR A LINK TO ATTEND THE MEETING VIA WEBEX.

## I. CALL TO ORDER

Executive Bertino-Tarrant called the meeting to order at 9:30 a.m.

## II. PLEDGE OF ALLEGIANCE TO THE FLAG

Member Kraulidis led the Pledge of Allegiance.

## III. INVOCATION

Member Kraulidis introduced the Clergy, Pastor Kevin DeVries of Monee Free Methodist Church.

## IV. ROLL CALL

Attendee Name	Title	Status	Arrived
Sherry Newquist	District 1 (D - Steger)	Present	
Judy Ogalla	District 1 (R - Monee)	Present	
Amanda Koch	District 2 (D - Frankfort)	Present	
Jim Moustis	District 2 (R - Frankfort)	Present	
Raquel M. Mitchell	District 3 (R - Bolingbrook)	Present	
Margaret Tyson	District 3 (D - Bolingbrook)	Present	
Kenneth E. Harris	District 4 (D - Bolingbrook)	Present	
Jacqueline Traynere	District 4 (D - Bolingbrook)	Present	
Gretchen Fritz	District 5 (R - Plainfield)	Present	
Meta Mueller	District 5 (D - Aurora)	Present	
Donald Gould	District 6 (R - Shorewood)	Present	
Joe VanDuyne	District 6 (D - Wilmington)	Present	
Steve Balich	District 7 (R - Homer Glen)	Present	
Mike Fricilone	District 7 (R - Homer Glen)	Present	
Herbert Brooks Jr.	District 8 (D - Joliet)	Present	

Denise E. Winfrey	District 8 (D - Joliet)	Present
Annette Parker	District 9 (R - Crest Hill)	Present
Rachel Ventura	District 9 (D - Joliet)	Present
Natalie Coleman	District 10 (D - Plainfield)	Present
Tyler Marcum	District 10 (D - Joliet)	Present
Julie Berkowicz	District 11 (R - Naperville)	Present
Mimi Cowan	Speaker, District 11 (D - Naperville)	Present
Frankie Pretzel	District 12 (R - New Lenox)	Present
Tom Weigel	District 12 (R - New Lenox)	Present
Mica Freeman	District 13 (D - Plainfield)	Present
Debbie Kraulidis	District 13 (R - Joliet)	Present

V. DECLARING QUORUM PRESENT

## VI. MOTION TO PLACE ON FILE CERTIFICATE OF PUBLICATION

VII. APPROVAL OF MINUTES

## 1. Will County Board - Reorganization Meeting - Dec 7, 2020 12:00 PM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jim Moustis, District 2 (R - Frankfort)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. Will County Board - Recessed Meeting - Dec 17, 2020 9:30 AM

APPROVED [UNANIMOUS]
Jacqueline Traynere, District 4 (D - Bolingbrook)
Meta Mueller, District 5 (D - Aurora)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

## 3. Will County Board - Special Meeting - Dec 22, 2020 9:30 AM

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Jacqueline Traynere, District 4 (D - Bolingbrook)
SECONDER:	Mica Freeman, District 13 (D - Plainfield)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## VIII. ACKNOWLEDGEMENT OF ELECTED OFFICIALS AND MEDIA PRESENT

Elected officials present: County Executive, Jennifer Bertino-Tarrant; County Clerk, Lauren Staley Ferry; Recorder of Deeds, Karen Stukel; State's Attorney, James Glasgow; Treasurer, Tim Brophy

Media present: Nick Reiher, Farmers Weekly Review; Alex Ortiz, The Herald News

## IX. HONORARY RESOLUTIONS / PROCLAMATIONS

- X. PUBLIC COMMENT FOR AGENDA ITEMS ONLY
- XI. OLD BUSINESS

## Status of December 17, 2020 Resolutions/Ordinances

- XII. NEW BUSINESS
- XIII. LAND USE & DEVELOPMENT COMMITTEE T. MARCUM, CHAIR

## **Open Public Hearing for all Land Use Cases**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## PLEASE BE ADVISED: ABSOLUTELY NO NEW EVIDENCE OR INFORMATION WILL BE ALLOWED ONCE THIS LAND USE PUBLIC HEARING IS CLOSED.

Mr. Tim McGrath stated I represent Mr. and Mrs. Boyle. They are requesting a map amendment to bring their property into compliance with the Will County Zoning Ordinance. Part of it, too, they're asking for a variance on an accessory building. The building will be approximately 2800 square feet, which is in alignment with the buildings in the neighboring property owners. This parcel property was originally part of Mrs. Boyle's family farm. They lived there for 40 years. They have family members that are neighbors that also have accessory buildings across the street, next door, on both sides, and they're both requesting that their variance and map amendment (inaudible).

## **Close Public Hearing for all Land Use Cases**

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

1. Ordinance Amending the Will County, Illinois Zoning Ordinance Adopted and Approved September 9, 1947 as Amended for Zoning Case #ZC-20-058, Bruce E. and Mary J. Boyle, Owners of Record, and Timothy J. McGrath, McGrath & Clark, P.C., Attorney, Requesting (M-20-013) Zoning Map Amendment from A-1 to R-1 and (V-20-070) Variance for Maximum Accessory Building Area from 1,800 Square Feet to 3,604.42 Square Feet, for PIN #13-19-28-400-010-0000, in Wilton Township, Commonly Known as 31512 S. Cedar Road, Manhattan, IL, County Board District #6

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Joe VanDuyne, District 6 (D - Wilmington)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## PZC: 6-0 Appr Map Amendment from A-1 to R-1

## PZC: 3-3 Appr Var for Max Accessory Bldg Area from 1,800 sq ft to 3,604.42 sq ft - THEREBY DENYING

## LUD: 7-0 Appr Map Amendment from A-1 to R-1

2. Ordinance Amending the Will County, Illinois Zoning Ordinance Adopted and Approved September 9, 1947 as Amended for Zoning Case #ZC-20-066, Express 52, LLC, Owner of Record (Aleksandras Smirnovas, 100% Interest); Jason DeSanto of MacKenzie Properties, LLC, Agent (Jason DeSanto, 100% Interest); Richard Kavanagh of Kavanagh Grumley & Gorbold, LLC, Attorney, Requesting (S-20-026) Special Use Permit for Heavy Equipment Sales/Rental for Pin #30-07-26-100-040-0000, in Joliet Township, Commonly Known as 1110 Manhattan Road, Joliet, IL, County Board District #8

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Denise E. Winfrey, District 8 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## PZC: 7-0 Appr SUP for Heavy Equipment Sales/Rental w/2 Conditions

## LUD: 6-0 Appr SUP for Heavy Equipment Sales/Rental w/2 Conditions

## XIV. LAND USE & DEVELOPMENT COMMITTEE RESOLUTIONS

1. 20-477 <u>Request for Refund of Fees for Zoning Case # ZC-20-057 (Variance), Luis</u> <u>Gallegos, PIN #30-07-13-310-016-0000, in Joliet Township, Commonly Known as</u> <u>430 Ray May Dr. Joliet, IL, County Board District #8</u> - *Remanded from Dec.* 17, 2020 Co Board Mtg

Member Marcum stated this is the case that last month I requested to be remanded back to committee. The reason for that was there was some question about the timing of the application and exactly what happened for them to withdraw it. Pretty much what happened was they got preliminary approval from

the Health Department, but then they moved the building closer to the septic (inaudible) which caused it to be denied. I'll make a motion to approve and it is recommended by committee not to refund the fees.

RESULT:	FAILED [1 TO 25]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Jacqueline Traynere, District 4 (D - Bolingbrook)
AYES:	Newquist
NAYS:	Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould,
	VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman,
	Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

2. 21-1 <u>Authorizing Extension (SEXT-20-015) of Special Use Permit for Zoning Case</u> <u>#ZC-18-066, Paul Fox, Owner of Record, for PIN #13-19-15-100-048-0000, in</u> <u>Wilton Township, Commonly Known as 14251 W. Joliet Road, Manhattan, IL,</u> <u>County Board District #2</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Donald Gould, District 6 (R - Shorewood)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

3. 21-2 <u>Authorizing Second Extension (SEXT-20-016) of Special Use Permit for</u> Zoning Case #ZC-17-071, Chanemcoco LLC; Owner of Property, Charlotte Alyce Andres, 100% Beneficiary, Melissa Samaroo, Agent for Cottage Grove North Solar 1 LLC, C/O Borrego Solar Systems, Inc, for Part of Pin #22-22-14-300-003-0000, in Washington Township, Commonly Known as Vacant Property on East Indiana Avenue, Beecher, IL, County Board District #1

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Meta Mueller, District 5 (D - Aurora)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
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4. 21-3 <u>Authorizing Second Extension (SEXT-20-017) of Special Use Permit for</u> Zoning Case #ZC-17-072, Chanemcoco LLC; Owner of Property, Charlotte Alyce Andres, 100% Beneficiary, Melissa Samaroo, Agent for Cottage Grove North Solar 1 LLC, C/O Borrego Solar Systems, Inc., for PIN #22-22-23-100-001-0000 in Washington Township, Commonly Known as Vacant Property on S. Cottage Grove Ave., Beecher IL, County Board District #1

RESULT:	APPROVED [UNANIMOUS]
NESOLI.	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Jim Moustis, District 2 (R - Frankfort)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

5. 21-4 <u>Authorizing Second Extension (SEXT-20-018) of Special Use Permit for</u> <u>Zoning Case #ZC-18-002, Manhattan Farm, LLC, Owner of Record, Joyal Akkawi,</u> <u>100% Interest, Melissa Samaroo, Agent for Gougar Road Solar 1 LLC, C/O</u> <u>Borrego Solar Systems, Inc., for PIN #14-12-32-300-009-0000, in Manhattan</u> <u>Township, Commonly Known as 27555 South Gougar Road, Manhattan, IL,</u> <u>County Board District #2</u>

APPROVED [UNANIMOUS]
Tyler Marcum, District 10 (D - Joliet)
Herbert Brooks Jr., District 8 (D - Joliet)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

6. 21-5 <u>Overturning the Decision of the Planning and Zoning Commission and</u> <u>Approving Appeal #APCD-20-002 by Bruce and Mary Boyle, Owner of Record,</u> <u>Timothy McGrath, Attorney, Applicant for Zoning Case #ZC-20-058, in Wilton</u> <u>Township, Commonly Known as 31512 S. Cedar Road, Manhattan, IL, County</u> <u>Board District #6</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Tyler Marcum, District 10 (D - Joliet)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## <u>Next Land Use & Development Committee Meeting is Scheduled for February 9, 2021</u> @ 10:30 a.m.

## XV. FINANCE COMMITTEE - K. HARRIS, CHAIR

Member Harris stated good morning Executive Bertino-Tarrant and County Board members.

#### 1. Monthly Financial Reports to be Placed on File

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Gretchen Fritz, District 5 (R - Plainfield)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. 21-6 <u>Authorizing County Executive to Execute Necessary Documents for</u> <u>Delinquent Tax Program</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Kenneth E. Harris, District 4 (D - Bolingbrook)
SECONDER:	Jim Moustis, District 2 (R - Frankfort)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

Next Finance Committee Meeting is Scheduled for February 2, 2021 @ 11:00 a.m.

#### XVI. PUBLIC WORKS & TRANSPORTATION COMMITTEE - J. VANDUYNE CHAIR

1. 21-7 <u>Authorizing an Intergovernmental Agreement between the Village of</u> <u>Mokena and the County of Will for Placement of License Plate Reading Cameras</u> <u>Located on County Highways in the County of Will</u>

RESULT:	APPROVED [23 TO 3]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Tom Weigel, District 12 (R - New Lenox)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Gould,
	VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Coleman, Marcum,
	Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
NAYS:	Fritz, Mueller, Ventura

## 2. 21-8 <u>Authorizing Approval of Abandonment and Declination of Dedication of a</u> <u>Portion of Will-Center Road (CH 10), in Will Township, County Board District #1</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Judy Ogalla, District 1 (R - Monee)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

3. 21-9 <u>Authorizing Approval of Professional Services Agreement for Engineering</u> <u>Services for the 2021 Will County Bridge Inspections with Willett, Hofmann &</u> <u>Associates, Inc., County Board Districts #1 through #13</u>

APPROVED [UNANIMOUS]
Joe VanDuyne, District 6 (D - Wilmington)
Jim Moustis, District 2 (R - Frankfort)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

4. 21-10 <u>Authorizing an Intergovernmental Agreement with the Village of Tinley</u> Park for Improvements on 80th Avenue (CH 83) from 191st Street (CH 84) to <u>183rd Street, County Board Districts #2 and #12</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Jim Moustis, District 2 (R - Frankfort)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

5. 21-11 <u>Authorizing Approval of Professional Services Agreement for Right-of-Way</u> <u>Acquisition Services (Review Appraisals) with Polach Appraisal Group, Inc., for</u> <u>Several Parcels of Property along Bell Road (CH 16) from 151st Street to</u> <u>Martingale Lane, County Board District #7</u>

APPROVED [UNANIMOUS]
Joe VanDuyne, District 6 (D - Wilmington)
Mike Fricilone, District 7 (R - Homer Glen)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

6. 21-12 <u>Providing Title Commitment Reports for Use by County from Wheatland</u> <u>Title Guaranty Company for Cedar Road (CH 4) from Francis Road (CH 64) North</u> <u>to Lenox Street, Section 20-00051-09-LA, County Board District #12</u>

APPROVED [UNANIMOUS]
Joe VanDuyne, District 6 (D - Wilmington)
Tom Weigel, District 12 (R - New Lenox)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

7. 21-13 <u>Authorizing the Will County's State's Attorney's Office to Proceed with</u> <u>Condemnation Cases Regarding the County's Improvements on Cedar Road (CH</u> <u>4) over Spring Creek, County Board District #7</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Joe VanDuyne, District 6 (D - Wilmington)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

8. 21-14 <u>Authorizing the Use of County Bridge Tax Funds for the Manhattan</u> <u>Township Road District Reconstruction of the Baker Road Structure Over the</u> <u>Jackson Branch (Design Engineering - Phase II), County Board District #2</u>

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s, Mitchell, Tyson, Harris, Traynere, Fritz,
ch, Fricilone, Brooks Jr., Winfrey, Parker,
rkowicz, Cowan, Pretzel, Weigel, Freeman,

## <u>Next Public Works & Transportation Committee Meeting is Scheduled for February 2,</u> 2021 @ 9:00 a.m.

## XVII. DIVERSITY & INCLUSION COMMITTEE - M. TYSON, CHAIR

Member Tyson stated we currently have on-going agenda items and no resolutions to introduce.

<u>Next Diversity & Inclusion Committee Meeting is Scheduled for February 3, 2021 @</u> <u>11:00 a.m.</u>

## XVIII. PUBLIC HEALTH & SAFETY COMMITTEE - R. VENTURA, CHAIR

## 1. 21-15 Approval of 2021 Will County Comprehensive Noxious Weed Work Plan

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rachel Ventura, District 9 (D - Joliet)
SECONDER:	Sherry Newquist, District 1 (D - Steger)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## 2. 21-16 Awarding Bid for Pharmaceutical Services at Sunny Hill Nursing Home

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rachel Ventura, District 9 (D - Joliet)
SECONDER:	Jacqueline Traynere, District 4 (D - Bolingbrook)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

Member Ventura stated last night at the Board of Health meeting they did a report that the Health Department did 88,000 individuals in Will County have signed up for the vaccine. If you have not signed up, or your constituents need help in doing so, you can point them to the Will County Health Department website. They are now vaccinating five days a week. Also, those of you who saw the Herald News article about the Joliet Fire Chief, I want to let you know that (inaudible) from the Health Department has been in touch with the Chief. I will also have a new business item later on in the meeting but that concludes the report for Public Health & Safety.

# Next Public Health & Safety Committee Meeting is Scheduled for February 3, 2021 @ 10:00 a.m.

## XIX. LEGISLATIVE & JUDICIAL COMMITTEE - D. WINFREY, CHAIR

Good morning Executive Bertino-Tarrant and Board members. The Legislative Committee met and heard updates on the Federal and State Agendas from our federal and state lobbyists and also got an update on NACo and (inaudible). <u>Next Legislative & Judicial Committee Meeting is Scheduled for Februray 9, 2021 @</u> <u>9:00 a.m.</u>

## XX. CAPITAL IMPROVEMENTS COMMITTEE - H. BROOKS, CHAIR

Good morning Executive Bertino-Tarrant, ladies and gentleman. The Capital Improvements Committee met last month and paid bills.

## 1. Update on Capital Improvements Projects

## Next Capital Improvements Committee Meeting is Scheduled for Februray 2, 2021 @ 10:00 a.m.

## XXI. EXECUTIVE COMMITTEE - M. COWAN, CHAIR

Member Cowan stated thank you very much Executive Bertino-Tarrant and County Board members.

1. 21-17 <u>Authorizing the County Executive to Execute Amendment #1 to the Lease</u> <u>Agreement with the Administrative Offices of the State of Illinois, Department of</u> <u>Central Management Services for Office Space for the Illinois Workers</u> <u>Compensation Commission at the Will County Courthouse</u> - *Resolution Added* 

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

2. 21-18 <u>Setting Delayed Due Date for Will County Real Estate Taxes due to COVID-</u> <u>19 Public Health Emergency</u> - *Resolution Added* 

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

3. 21-19 <u>Creating New Emergency Rental Assistance Fund 2712 in FY2021 Budget</u> and Appropriating Funds from the Recent COVID Assistance Authorization -*Amended Resolution and New Attachment Added* 

Member Cowan stated this is something I'm very enthusiastic about and getting more information out to the community. This is more money from the Federal Government.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

Member Traynere stated I have a couple of questions. I sent them out in the email. This is obviously the first step in giving us a line item in the budget. I was just wondering who was going to be managing this program or if we know that at this point?

Member Cowan stated we are going to have a CARES Act committee meeting next week and we will be answering that question once we get the details of exactly what we need to do and how we need to do it working in conjunction with the Executive's office to make sure that these funds are deployed through the federal guidelines and as quickly as possible to our residents who need them. Member Traynere, I appreciate the question, but I don't have specific answers for you except to say please attend the CARES Act committee meeting if you're free, where we will have the answers and be making any decisions that we need to at that point.

Member Traynere stated specifically my question is what committee is going to be in that role?

4. 21-20 <u>Authorizing the Will County Executive to Execute a Letter of Intent ("LOI")</u> with Waste Management of Illinois, Inc., ("WMII") and WM Renewable Energy, <u>LLC ("WMRE") Evidencing Their Mutual Intent to Amend and Setting Forth</u> Specific Terms to be Amended in the Original Host Agreement and LFG Purchase Agreement for the Prairie View Landfill and Recycling Facility - *Resolution Amended* 

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

5. 21-21 <u>Authorizing the Will County Executive to Execute a Renewable Natural Gas</u> <u>Purchase and Sale Agreement with U.S. Venture, Inc.</u> - *Resolution and* <u>Attachment Added</u>

Member Cowan stated I just want to alert Board members as we know this has been quite the process. The letter of intent in 21-20 was updated last night. Your amended redlined is on the updated agenda that we have currently here. I believe that State's Attorney Tatroe and the Executive's office and our outside counsel, Mr. Charles Helston, have all agreed that these are little clean up issues in the wording, tightening things up. Member Fricilone and I have reviewed it as well.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Rachel Ventura, District 9 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

6. 21-22 <u>Authorizing the Will County Executive to Execute a Design-Build Services</u> <u>Agreement with SCS Energy for the Prairie View Landfill Gas Upgrading System</u> -<u>Resolution and Attachment Added</u>

APPROVED [UNANIMOUS]
Mimi Cowan, Speaker, District 11 (D - Naperville)
Rachel Ventura, District 9 (D - Joliet)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis
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7. 21-23 <u>Authorizing the Will County Executive to Execute a Project Labor</u> <u>Agreement (PLA) between the County of Will, Harbour Contractors, Will &</u> <u>Grundy County Building Trades Council and the Three Rivers Construction</u> <u>Alliance for the Construction of the Prairie View Landfill Gas Upgrading System</u> -<u>Resolution and Attachment Added</u>

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Mike Fricilone, District 7 (R - Homer Glen)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

8. 21-24 <u>Replacement Hire for the County Executive - Project Assistant</u>

RESULT:	APPROVED [UNANIMOUS]	
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)	
SECONDER:	Jacqueline Traynere, District 4 (D - Bolingbrook)	
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz	
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,	
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,	
	Kraulidis	

## 9. 21-25 <u>Replacement Hires for Sunny Hill Nursing Home</u>

APPROVED [UNANIMOUS]
Mimi Cowan, Speaker, District 11 (D - Naperville)
Meta Mueller, District 5 (D - Aurora)
Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
Kraulidis

#### Next Executive Committee Meeting is Scheduled for February 4, 2021 @ 10:00 a.m.

#### XXII. APPOINTMENTS BY THE COUNTY EXECUTIVE

#### 1. January 2021 Appointments to Board and Commissions

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Judy Ogalla, District 1 (R - Monee)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## **XXIII. PUBLIC COMMENT RELEVANT TO MATTERS UNDER THE JURISDICTION OF THE COUNTY** Public Comment emails on file with the County Clerk's office.

Ms. Charlotte Droogan stated I do appreciate you taking my call. I have pretty much listened to all of the comments everyone has had to say. I am going to be the person that sits in the middle of the room. Member Kraulidis, you did have a right to go down there and do your protesting. My problem is with the fact of that our President called for people to go down there and he instigated the violence that ensued. I can't prove one way or another whether you were or weren't down there. It makes no sense to me that on the main day that everyone was protesting, you claim you weren't there on the 6<sup>th</sup>. I am not going to say that you're a liar because I don't have proof of that. I will say

7.1

that you used very poor judgment. For folks to sit out there, it's very disingenuous to say that the Democrats, or the people on the other side, have not called out the people that were doing this stuff, the Black Lives Matter movement. The fact of the matter is there were folks that were committing illegal acts there as well. There is one big difference though, Member Kraulidis, the folks that were down where you were at were committing acts of sedition; traitorous acts against our government. That is the difference. I pulled up and I looked online for your Moms of America. You are a very hateful lady and when you show us who you are, we need to listen, we need to pay attention. At the end of the day folks that were committing illegal acts when the Black Lives Matter marches were going on as well. I was involved. I was down there marching for our brothers and sisters lives because the problem that we're having here, that no one wants to talk about, is the systemic, racist system that we are all trying to live within. I thought what you said made a whole lot of sense. You're are new to the Board, correct Member Mitchell? I agreed with part of what you said so my hope and my prayer is that you, along with the other Board members, want to talk about folks being treated right. Will County (inaudible) have a resolution sitting at the Board right now that needs to be passed. These are part of the things that need to be talked about, which unfortunately, several people on the Will County Board don't want to talk about this uncomfortable subject. We don't want to talk about race in America. If we can't talk about it, when are we going to? At the end of the day, we are all responsible for what we do and how we behave and how we treat each other. We need to get this country moving in a better direction and we need to start right here in Will County. It's time to have this uncomfortable discussion, folks. At the end of the day, we do all need to come together and have this uncomfortable conversation.

## XXIV. COMMENTS BY COUNTY BOARD MEMBERS

Member Traynere stated empathy is a really hard thing to have for people who choose routes that are not legal. I'm addressing my comments to Member Kraulidis. The purpose of your protest was false. You could have gone the legal route and filed a complaint with the County Clerk with evidence showing any kind of voter fraud in your community, anywhere in the state, actually. You were elected in that very same election. I didn't see you file paperwork to ask for an audit of your election to make sure that you were legally elected, so I'm just concerned about why you were there. If it didn't happen in Will County, I don't understand the need to skip your duties as a County Board member to go to Washington, D.C. I'm going to try to continue to be empathetic towards you and the others that attended that rally that caused the sedition and the attack on our nation's symbol of democracy. I really look forward to the needs of the people who were actually at that seditionist, traitorous, in my mind, rally. As well as those in the black and brown communities and the working poor. I'm really looking forward to those needs being met by the new administration. I would imagine that today is a really hard day for you and for that, I am sorry, and hopefully going forward things will be better. Thank you.

Member Ventura stated well said Member Traynere I (inaudible) those remarks. I have two comments. To the last public comment speaker, we do hear your frustrations with the vaccines. I want to formally put this out there on the County Board that I would like

to have a discussion of hiring a Director of Vaccines. I have been in touch with Ms. Susan Olenek about this and she does feel that this is a good idea. However, the County Board does not control the operations of the Health Department; that is done by the Board of Health. I did attend their meeting last night, but unfortunately, I did have another meeting before I was able to give public comment there, so I will be writing a letter to the Board of Health as well as cc'ing Member Cowan and Executive Bertino-Tarrant on that letter. I also know that their offices have been in touch, and basically what we're thinking, is we'll all be working in one direction to make sure we have the best help possible in order to get this out. Including, working with every agency, public and private. I do know that our Health Department has talked with our schools and obviously (inaudible) Fire Department was an oversight, but we are trying to move forward so that we can get the vaccines out as quick as possible. That being said, our county has vaccinated 1.3% and it is the fourth highest in the state. We are trying very hard to get that out, so I ask for the support of everybody on this Board and Executive Board to help push forward the Director of Vaccinations and ask the Health Board to do so. My second comment is, I have brought up in different committees the need for how to use our (inaudible) dollars. I have also brought it up in caucus. I am not formally requesting to have the resolution that I have submitted (inaudible). The resolution is towards the caring of transgenerational damage done to the war on drugs (inaudible) assigned to a committee hopefully for next month. I have sent the final resolution to Ms. Beth Adams to make sure everyone has that. I know you were given a previous version a few months ago. This has been in the works since last year when we first set aside this (inaudible) dollars. Earlier this summer I started working on a resolution which was brought to the Democratic Caucus in the fall. It was heard upon the Democratic Committee sometime later and I'm just hoping that we can move forward with this resolution and have a formal vote.

Member Kraulidis stated I would like to briefly say a few words today. There have been some terrible, slanderous statements being said about me and some outright, ridiculous false accusations. It's unfortunate that some people stooped to this level. I attended an event on the Capitol lawn on January 5, 2021, which is why I was in Washington, D.C. I also attended the January 6 rally at the Ellipse Park. After the rally we walked towards the Capitol and to our hotel. I was not on the Capitol grounds or at the Capitol building at all on January 6. So to the people that keep saying I was there, I was not, and that's a lie. We found out about the riot at the Capitol when we were at our hotel. Family and friends started calling us to see if we were safe. We were absolutely and totally shocked to find out what was happening...and appalled like everyone else. Let me be clear, I condemn the violence that happened at the Capitol. It is totally inexcusable. I believe the reason (inaudible) here today will see and condemn politics of personal destruction that is being used on me and others. This type of behavior needs to stop and I believe that we are better than this. Our county and our country need to be united; that is true more than ever. I believe we can respect one another's opinions and we can work together for the betterment of Will County. Thank you.

Member Ogalla stated I just want to make some comments regarding the letters that were read, as well as things that have happened over the last couple of years. I am well aware there are members that sit on the other side of the aisle from mine that are part of a southwest sort of activist organization in Will County, progressive organization. I'm well aware of the facts that they have organized many of the rallies for BLM and protests for BLM or whatever. I never once, never once, heard them condemn, publicly, the riots that happened, the pillaging that happened, the burning that happened. The poor business owners in those districts where those people chose to go and do these criminal acts. Yet, the same group of people, who you guys are members of, are doing that. Member Traynere, you call somebody out? I remember you looking at us Republicans and saying that all Republicans are rich. That's what happening here. We have lost all decorum. And you expect us to sit back and listen to what you have to say? We're not the (inaudible) police, we're not Right. Everyone in America has the right to their own opinion and that's what's great about America. We have that right. But in having that right we have to respect the fact that somebody else has another opinion and we have to respect that opinion. If we want to go around slapping each other in the face and calling each other names and deciding that one particular member of one particular caucus should step down? Well, if we're going to do this, I believe we could be doing this every week. Is that how we're going to go? Is that what it's about? Members of our community, you need to understand, America is made up of many different people. We all have different religions or no religion. We all have different ways of life and some agree with us and some don't. That's what's great about America. If you lived in another country you would not have those freedoms. Start respecting those freedoms and stop being ridiculous and telling somebody who shows her right to go to D.C. with her group of women, Moms for America, who believes strongly, like I do, in their cause. That's what they believed in. They have that right just as you have your right to get together and protest for what you believe in. But to come before this Board and have members of this Board have said things that we've done things wrong and that we're a bunch of white elitists and supremists and all that, I am done with that. I've said this before. We need to stop it. We need to be respectful. Thank you.

Member Mitchell stated I'm flabbergasted. I can't believe my colleagues have taken this opportunity to jump on a very negative bandwagon as I see here. I know Member Kraulidis personally and she shows nothing but love and respect to everyone that she meets and everyone that's around her. I can't believe that you guys would say these things. Speaking of police officers, one of the things I would like to bring up is HB3653. If we truly really do care about law enforcement, police officers and the safety and security of our communities, we would not support HB3653 as a county. We should stand up for our deputies who are out on the street. They need our support. They need to know we stand behind them. Cannot talk about lawlessness and breaking the law and what happened to those officers in D.C. without talking about what could possibly have happened here if we do not support police officers. I will absolutely say we will not stand with those in Springfield and support HB3653. One of the things that was mentioned when we were talking about Member Kraulidis was black and brown people. One of our colleagues mentioned that as well and one of the things I have to say about

that is black and brown people moved out to certain areas to get away from crime and criminality. They moved away from areas where they felt unsafe. We do not want to have those things brought here to this county and our communities and our areas. We just want a decent life. I just think if you're going to talk about your caring for black and brown people and wanting to see them strive and flourish, you can't say that without talking about the safety and security of us. I wish that our county would step forward and our Board would step forward and outright repudiate HB3653 and do what we can to talk our governor out of this. Thank you.

Member Fritz stated first I will say that I cannot agree more with Will County Board Member Ogalla and Member Mitchell on their respective comments. The reason I raised my hand is to ask the Health Department, Ms. Susan Olenek specifically...we're getting a number of emails from community members who have questions, concerns about the rollout of the vaccination, when they can get it, and frankly, I will say the answers that I provided so far to community members, they're unsatisfied. I would really appreciate in my role as an elected official, who receives these type of emails, I would really appreciate a standard response that we can send to people so that our response is consistent and unified. I feel unequipped to answer these questions. I would like to be equipped to answer these questions for our community members. That's what they elected us to do and I've always strived to fulfill my duty as an elected official. I don't like the feeling that I'm letting my people down, that I'm not able to give people the answers that they want to hear. Not only the answers they want to hear, but an authoritative accurate answer. I would really appreciate in the next couple of weeks if we could get some sort of response from the Health Department that we can all send out in response to those questions. Thank you.

Member Balich stated I listened to all the comments and I agree with Member Ogalla and Member Mitchell. Everyone is thinking about one side or the other and I'm not understanding on how it's okay to bully someone like Member Kraulidis because she went to Washington, D.C. for something she believed in, Mom's for America. When somebody else on the opposite side of the aisle goes out and goes to a peaceful march that turns into a violent march all over. (Inaudible) nobody condemns anybody that was in the marches in Joliet because that's our constitutional right. As of right now, I don't think it's going to change. If we can go out and protest and if somebody gets violent and we don't participate in the violence, we can't control the people. So now because of this political extremist (inaudible) we're going to turn around and say we can bully somebody because they're expressing their constitutional right. I don't understand what this has to do with the County Board. I've said this many times, if people want to (inaudible) I'm more than happy to do the same thing. I can do this every month, and I've done this because the one side says one thing that has nothing to do with the County Board. If they can do it, so can I. I don't want to get into this. I don't want to get into a thing where I have to (inaudible) beliefs. I can argue with you because I disagree with you, but I'm not going to say that you have no business to do what you're doing or thinking what you're thinking. This is still America and I don't think America is going to change. I think everyone's going to have their own thoughts. We don't have to agree. I don't know

who's in charge of making the rule, we just trying to keep it sensible and not argue about national issues (inaudible) and we should never be bulling somebody like what's happening to Member Kraulidis. Thank you.

Member Freeman stated I have tried to get my thoughts so I can share my words. I do feel that anyone has the right to go protest what they feel strongly about. I do agree what I'm hearing from both sides of the aisle on this topic. I do feel that listening to the letters, a lot of the concern was that Member Kraulidis did not attend her meetings that were scheduled for that day and that is a county issue. I would like to keep national issues away from the County Board meetings because they are not as important to our constituents for our job as County Board members. Obviously, I don't agree with what she stands for but that doesn't mean I'm not going to tell her that she can't stand up for those things. That's what makes America so wonderful. I just want to say that if we want to feel disheartened about anything, it would be the missing of meetings as an elected official where the County Board would have to look. All other things aside, let's just work together. Thank you.

Member Berkowicz stated I'm dismayed by the comments and the accusations about these disgraceful riots we had at the Capitol. There's a lot of emotion going on out there, but we need to be truthful and we need to understand that words are very important. Our nation has been experiencing riots, destruction, in the name of public protests for the last year and prior to that. Although that's never been discussed. Portland, Seattle, those cities have been burning a long time and it was before COVID-19 and it was in no way related to the last four years. I don't know where the outrage is in the country about all of those protests were fixated on one day and the conversation to blame one part of the population in respect to that riot is dismaying to me. There's an investigation going on, there's a process that everybody has already made up their mind. Another question is, where is the outrage about the violence that occurred during the inauguration against President Trump in 2017? I ask this question because I would like people to think about these things. I was in Washington, D.C. at that inauguration and I experienced it. It was scary. They even had police officers that were taken to the hospital, one in critical condition. This has been going on for a very long time. Let's think about that and let's realize before we point fingers at each other. This is a very complicated issue and not one part of the population is to blame for this. Also, I want to comment on this never-ending focus on race. Being a bi-racial person, who is often accused of being a racist and every other buzzword, I don't understand why this rhetoric continues. We are people of all walks of life and every person matters and every person has the same needs. I believe that is the only way to approach what we're doing here. What I'm asking is that we focus more on helping all people, every person. Don't bring in these arguments that continue to divide everybody. I think if we do that we can be successful and we can help to heal all of this conflict that we see. Thank you.

Member Newquist stated I respect everyone's feelings. I am a little confused. I have not heard a County Board member call for Member Kraulidis' removal. Those were public comments by the public that were read. While respecting everyone's opinions, and I

hope we can just move on from this to more relevant information and business of the County Board. I'm not going to comment...everyone has already said what I could already say, but, I guess I'm just confused as to why we are having this session because, like I said, I have not heard anyone call for her removal. Thank you.

## XXV. ANNOUNCEMENTS BY THE MAJORITY LEADER, MINORITY LEADER AND COUNTY BOARD SPEAKER

#### Announcements by County Board Majority Leader, Meta Mueller

Member Mueller stated good morning Executive Bertino-Tarrant, Speaker Cowan, Leader Fricilone and County Board members. This has been a remarkably turbulent month for all of us and for our nation. Obviously from all the discussion today, we witnessed some events today that most of us didn't think would ever be possible. Let me be clear, I do condemn the insurrection that happened that day. I believe that authentic unity can't happen without accountability. Watching all this Pavlovian (inaudible), experiencing it from home, I keep hearing a lot of us talking about being better than this and I think that's the problem. There are some of us who (inaudible) better than this. We keep (inaudible) over and over again and we're each responsible for our own choices no matter what those are. I do have a lot of hope for us, though, because I know as human beings we are capable of growth and change. I have faith in us that will come together so that we can carry all of this forward, as President Biden stated yesterday in his speech. I agree with him. I really look forward from this point on seeing how our Board works together so that we all can help have these conversations to help heal the divides and bring our communities together. We have a lot of potential here, folks...lots of passion. I want you all to know I appreciate you.

## Announcements by County Board Minority Leader, Mike Fricilone

Member Fricilone stated first I want to talk about our new RNG facility. Like Member Cowan, I am so excited to get to this point. We spent in leadership probably a year working on the mechanics to all of this. There will be more resolutions than the ones we passed already, but we're on our way. I've actually dubbed this project "Cash for Gas from Trash." I think within the next two years we're going to see cash coming in to both pay for the building and add to the county coffers, and hopefully we can get some relief to our citizens when it comes I'm really excited about this project. Secondly, we have a new to that. administration in Washington. Some people are happy and some people are not. What we need to remember is this Body is where the rubber meets the road for our Will County constituents. If we focus on making our county government run as efficient as possible, and have a goal of making Will County a great place to live, work and play, we will have all done our job. I think we do a good job of that but we just need to continue on that. It looks like the governor is probably going to announce today that we are going to be back open at least at a 25% capacity in restaurants and shops. If that does happen, run out this weekend and spend come cash at our local businesses and restaurants so we can help them get back to financial health. Comments were made about the Health Department. I don't

know if you saw but Ms. Susan Olenek just sent an email over. It's one of her updates, but it also does update information on the mass vaccine. Like Member Ventura, I was on the Board of Health. There was a meeting yesterday and there was a lot of good information that came out of it. They are vaccinating people as fast as they can and have more locations ready to go. The only limitation is the allocation that we've been given for vaccines at this point. They've given every vaccine out that they possibly can. Member Ventura said, 25,000 people were vaccinated already and 7,000 people already have their second vaccination. In Ms. Susan Olenek's letter, she says within two weeks it will look like we will be moving to Phase 1B. I think they are doing a good job under the circumstances. You can't vaccinate people if you don't have the vaccines. They call, they get told they can have whatever the number is. They can say, "We'll take them all, or they can say we'll take half." And they've said we'll take them all every time they take that call. The more vaccine that they get, we'll be able to vaccinate and I think the program will really start ramping up as those vaccines become available. Thank you, it's going to be cold out, bundle up and enjoy the rest of this winter month.

## Announcements by County Board Speaker, Mimi Cowan

Member Cowan stated I wanted to address a couple of important things today. The first is probably the most difficult, so I want to get that out of the way. I have received dozens of emails like the public comment we received today asking me to expel Member Kraulidis from the Will County Board. I want to be very clear, first, about the legal authority of this Board and then secondly, about my opinion. First, the legality. This Board has absolutely no authority to (inaudible) for any reason. Even if Member Kraulidis had broken the law, and let me be clear, I have no evidence that Member Kraulidis broke any laws. Even if she had, we would still not have the authority to force her off of the Will County Board. It is completely off the table. People also asked me to ask Member Kraulidis to resign. I will not do that and I'd like to explain why. On the afternoon of June 1, 2020, I joined in a peaceful protest in downtown Naperville. I walked side-by-side with the Mayor of Naperville, who is a known Republican and multiple city council members who are a variety of different parties, and hundreds of people who were devastated that yet another person of color had been murdered by an officer who's job was supposed to be protecting people. While I was present, it was a completely peaceful protest. Later that night something else happened. Stores were broken into and property was destroyed. One person was injured, luckily no one was killed and a huge group of citizens showed up the next morning and the downtown was clean by 9:00 a.m. I don't believe my participation in the march, or the Mayor's participation in the march that afternoon, as passionate as it was, had anything to do with the destruction that happened that afternoon or that night. I reject the assertion that because I took part in a peaceful protest. That I, as an elected official, should have to step down because of what happened later. I don't support what happened later. I condemned it publicly, even though some of my Board members seemed to have not heard that, and I never encouraged it. To the best of my knowledge, the same can be said of Board member Kraulidis' participation in the protests in Washington on January 6. To the best of my

knowledge she did nothing illegal, nor did she encourage illegal behavior in others. She has made clear her statement today, that she renounces the violence. If she had participated in that violence, today might be different. Don't get me wrong, Member Kraulidis and I disagree on just about everything when it comes to typical partisan issues. I am also disappointed, especially as a new Board member, she chose to miss Forest Preserve and County Board meetings, her constituents hired her to attend in order to attend a partisan political event. As Speaker of the Board and, frankly, as an elected official, I often need to put my own feelings and opinions aside. Not only for myself, but probably three quarters of this Board have participated in partisan political events that "the other side" thought was inappropriate in the last year. I can not, in my role as Speaker, ask Member Kraulidis to step down. I know this statement is going to be less satisfactory to many people, and I understand your frustration with the events that unfurled on January 6 and I share them. I share your fear about what that signifies and the partisan divide in our country. I know that Member Kraulidis' (inaudible) on January 6 worries you because it signals that this is not a national problem, this is a local problem as well. I will not deepen the partisan divide by stepping beyond my role and asking Member Kraulidis to step down from her position. The reality is, as politicians, we often participate in partisan political events. For a lot of us, that's how we got our start. I will ask my fellow Board members to help me keep our eyes on the prize...to focus on county issues. The vast majority of what we do is not partisan. We handle a lot of the same things that nonpartisan city councils and village boards handle. Not to be a (inaudible) about what we do, but (inaudible) do not have D's and R's in front of them. I would ask the same thing that Member Balich asked a few minutes ago. Yes, sometimes even Member Balich and I agree on things. I would ask that we keep divisive partisan issues about which we have no authority on the county board, to keep state and federal issues out of this Board room so that we can focus together on the business of this county. To that end, I would like to just mention that the relationship that this Board has to our law enforcement community is a strong one (inaudible). This Board has continually supported our law enforcement community; both caucuses. Our most recent budget included an almost \$4 million increase to funding of our Sheriff's Department; a 3.9% increase. We support our law enforcement community. Over a million of these dollars were earmarked to purchase body cams to be worn by deputies for service calls. Let me be clear once again, in Will County, the Will County Board, we are committed to supporting safe and responsible (inaudible), which I believe we have and which I think we can continue to improve, as we always need to improve our county services. Another issue on the county's table that I have enjoyed working bipartisanly on the last few months is the RNG facility. To this end, I would like to publicly say that we've had a lot of meetings about negotiations that just involve (inaudible) and I really enjoyed working with Minority Leader Fricilone on this project. He has strength that I don't. I think we complement each other well in these conversations, and it's a really great example of how when we focus on what matters to our constituents, and we focus on county issues, how we can get really big things done that matter

to our constituents. I wanted to say a special thanks to previous County Executives and previous County Board leadership who started this process long before I was even on the Board and to see a big chunk of this come to fruition today. Certainly not the whole thing, as Member Fricilone mentioned. We have a lot more to do, but to see a big part of it come to fruition today, we should all be really proud about that. It's taken a lot of hard work and we're getting there. Finally, I would like to echo Member Fricilone's comments about COVID-19 stuff. Things are looking good, please remain safe. I would also like to ask all of our Board members, our staff, anyone else who is listening, please encourage your constituents to fill out the Will County Health Department survey that's available on their website at willcountyhealth.org. This is the tool that the Health Department is using to help build their list of residents who are interested in getting vaccinated. I want to reiterate what the Health Department has been saying. Will County continues to be in Phase 1A, vaccinating hospital staff, first responders, medical professionals. It may takes weeks given the amount of vaccine we are currently (inaudible) the county before we can move to Phase 1B. That's the phase in which most seniors will be vaccinated. When you fill out that survey, you may not get a response right away, but know that your information is there, the Health Department has it, and they are working on a plan. Again, on a positive note, keep your ear out for announcements from the state in the next few days. The numbers have been good, we have our fingers crossed. Keep safe, keep shopping online, keep ordering out if we can. Safely attend restaurants in person, there's a light at the end of this tunnel and I'm glad we're here. Thanks very much.

## XXVI. EXECUTIVE SESSION - NECESSARY TO DISCUSS PENDING LITIGATION

#### 1. Motion to go into Executive Session

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Meta Mueller, District 5 (D - Aurora)
SECONDER:	Jacqueline Traynere, District 4 (D - Bolingbrook)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz,
	Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker,
	Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman,
	Kraulidis

## XXVII. RECESS TO FEBRUARY 18, 2021

## **PROCLAMATION**

## RE: RECOGNIZING 110<sup>th</sup> ANNIVERSARY OF THE LOUIS JOLIET CHAPTER OF THE DAUGHTERS OF THE AMERICAN REVOLUTION

WHEREAS, the National Society Daughters of the American Revolution (NSDAR) is a non-profit, non-political volunteer women's service organization dedicated to promoting patriotism, preserving American history and securing America's future through better education, and

WHEREAS, more than one million women have joined DAR since it was founded; there are currently over 185,000 members, with chapters in all 50 states and Washington, D.C., as well as several international chapters, and

WHEREAS, any woman 18 years or older, regardless of race, religion or ethnic background, who can prove lineal descent from a patriot of the American Revolution is eligible to become a member, and

WHEREAS, the Louis Joliet Chapter became a recognized chapter of the National Society Daughters of the American Revolution on January 27, 1911, with fifty members, whose organizing regent was Lyra Browne Olin, and

WHEREAS, the Louis Joliet Chapter will be celebrating its 110<sup>th</sup> anniversary on April 3, 2021, at the Prairie Bluff Golf Course, Lockport, IL.

NOW, THEREFORE, BE IT PROCLAIMED, that the Will County Board and the Will County Executive hereby congratulate the Louis Joliet Chapter of the Daughters of the American Revolution on its 110<sup>th</sup> Anniversary.

BE IT FURTHER PROCLAIMED, that the Will County Board and the Will County Executive applaud the Louis Joliet Chapter of the Daughters of the American Revolution and recognize their contributions to the community.

DATED THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2021.

JENNIFER BERTINO-TARRANT WILL COUNTY EXECUTIVE

ATTEST:

LAUREN STALEY FERRY WILL COUNTY CLERK I would like to read into the record a Proclamation Recognizing February as Black History Month.

WHEREAS, Black History Month was adopted in 1976 to honor and affirm the importance of Black History throughout our American experience; and

WHEREAS, African-Americans have a rich heritage and Black History Month gives us all an opportunity to learn more about this important piece of our nation's story, and

WHEREAS, Black History Month serves as a celebration and an acknowledgement of the invaluable contributions by African-Americans to the spiritual character, economic prosperity and cultural development of our nation; and

WHEREAS, the Black History Month 2021 theme, "Black Family: Representation, Identity and Diversity" explores the history of Black families across the United States; and

WHEREAS, Will County continues to become a more diverse community that embraces all our residents and seeks to create an inclusive and equitable environment to raise our children and grow our businesses and live in harmony; and

WHEREAS, we continue to work our Country, our State, and our local communities a more welcoming place to live; and

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board and Will County Executive recognize February as Black History Month and acknowledge the outstanding achievements of African-Americans throughout American history.

BE IT FURTHER RESOLVED, that the Will County Board and Will County Executive encourage the citizens of Will County to celebrate our diverse heritage and the continuing efforts to build a better tomorrow for all our children and grandchildren.

And I so move.

## **Recognizing April 2021 as National Fair Housing Month**

**WHEREAS**, Will County finds that decent and safe housing is part of the American dream and a goal of all Illinois residents; and

WHEREAS, individuals in the State of Illinois have the right to choose where to live without discrimination based on race, color, religion, age (40 and over), sex (including sexual harassment and pregnancy), familial status, marital status, national origin/ancestry, disability, sexual orientation, gender identity, military status, unfavorable military discharge, and order of protection status; and

WHEREAS, acts of housing discrimination and barriers to equal housing opportunity are contradictory to a common sense of decency and fairness; and

WHEREAS, federal and state laws affirm the right of every person to equal housing opportunity; and

WHEREAS, fair housing is a positive community good; and

**WHEREAS**, economic stability, community health, and human relations in all communities and the State of Illinois are improved by diversity and integration; and

WHEREAS, stable, integrated, and balanced residential patterns are threatened by discriminatory acts and unlawful housing practices that result in segregation of residents and opportunities in our region; and

**WHEREAS**, the talents of grassroots and non-profit organizations, housing service providers, financial institutions, elected officials, state agencies, and others must be combined to promote and preserve integration, fair housing, and equal opportunity.

**NOW, THEREFORE, BE IT RESOLVED,** that the Will County Board and the Will County Executive hereby proclaim the month of April as **"NATIONAL FAIR HOUSING MONTH"** and to establish Will County as an open an inclusive community committed to fair housing.

**BE IT FURTHER RESOLVED,** that the Will County Board and the Will County Executive encourage all agencies, institutions and individuals, public and private, in Will County to abide by the spirit of the Fair Housing Act and to promote appropriate activities by private and public entities intended to provide or advocate for integration and equal housing opportunities for all residents and prospective residents of Will County.

DATED THIS 18<sup>TH</sup> DAY OF FEBRUARY, 2021.

## JENNIFER BERTINO-TARRANT WILL COUNTY EXECUTIVE

ATTEST:

LAUREN STALEY FERRY WILL COUNTY CLERK



## ZONING CASE OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

## Ordinance Amending the Will County, Illinois Zoning Ordinance Adopted and Approved September 9, 1947 as Amended for Zoning Case ZC-21-002, AMICI, LLC; Owner of Record (Nate Rexroth, 100% Interest/Sole Member), Summit Development LLC Midwest, Agent (Paul Dresselhaus and John Dresselhaus, each 50% Interest), Thomas Osterberger of Kavanagh Grumley & Gorbold, LLC, Attorney, Requesting (S-21-001) Special Use Permit for Light Equipment Sales/Rental, for PIN #07-01-09-200-010-0000, in Wheatland Township, Commonly Known as 9714 S. Route 59, Naperville, IL, County Board District 11

**WHEREAS**, the Planning and Zoning Commission of Will County, Illinois has recommended the reclassification of a certain area within the County as hereinafter described; and

**WHEREAS**, such recommendation was based upon a duly publicized hearing by said Planning and Zoning Commission of Will County affecting property located in <u>Wheatland Township</u> where such area is situated; and

**WHEREAS,** due notice of the time and place of such hearing was published in a paper of general circulation in Will County, Illinois; and that report thereof has been made to this Board within thirty days after such hearing.

NOW, THEREFORE, BE IT ORDAINED, by the County Board of Will County, Illinois:

**Section 1.** That the "Will County Zoning Ordinance", approved September 9, 1947, as amended, is and the same is hereby amended by reclassifying the area described as follows:

## Special Use Permit for Light Equipment Sales/Rental with Two (2) Conditions

- 1.Upon fourteen (14) days of written notice to the owner of record at their last known address, Will County Land Use Department and Will County Sheriff's Department employees are hereby granted the right of entry in and upon the premises for the purpose of inspection of the premises and uses thereon for compliance with the terms and conditions of this special use permit.
- 2.Within one year of County Board approval, the applicant shall apply for a building permit to ensure the change of use/change of occupancy of the structures and the site are in compliance with all applicable codes and ordinances including but not limited to the Will County Health Department and Naperville Fire Protection District regulations.

<u>LEGAL DESCRIPTION</u>: THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, EXCEPT THAT PORTION OF THE LAND DESCRIBED AS FOLLOWS: BEGINNING AT THE INTERSECTION OF THE EAST LINE OF SAID NORTHEAST 1/4 WITH THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/2 OF THE SOUTHEAST 1/4 OF THE NORTHEAST 1/4 OF SAID SECTION 9 DISTANT NORTH 01 DEGREES 47 MINUTES 16 SECONDS WEST (ASSUMED BEARING) 991.40 FEET FROM THE SOUTHEAST CORNER OF SAID NORTHEAST 1/4, THENCE CONTINUING NORTH 01 DEGREES 47 MINUTES 16 SECONDS WEST ALONG SAID EAST LINE 330.47 FEET TO THE NORTH LINE OF SAID SOUTHEAST 1/4, THENCE SOUTH 88 DEGREES 40 MINUTES 11 SECONDS WEST ALONG SAID NORTH LINE 81.68 FEET; THENCE SOUTH 01 DEGREES 53 MINUTES 08 SECONDS EAST 330.48 FEET TO THE SOUTH LINE OF THE NORTH 1/2 OF THE NORTH 1/4; THENCE NORTH 88 DEGREES 39 MINUTES 47 SECONDS EAST ALONG SAID SOUTH 1/4; THENCE NORTH 88 DEGREES 39 MINUTES 47 SECONDS EAST ALONG SAID SOUTH LINE 81.12 FEET TO THE POINT OF BEGINNING, IN WILL COUNTY, ILLINOIS.

**Section 2.** That the County Clerk shall alter the map of said territory described in Subsection 3.1, Section 3 of said Will County Zoning Ordinance to indicate such revised classification and shall certify such alteration by her signature and the date thereof, file the same and make available for public reference.

**Section 3.** That this Ordinance shall be in full force and effect upon its passage and approval as provided by law (or passage, approval and publication as provided by law).

## CASE NO: <u>ZC-21-002</u>

<b>APPELLANT:</b> AMICI, LLC; Owner of Record
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(Nate Rexroth, 100% Interest/Sole Member) Summit Development LLC Midwest, Agent (Paul Dresselhaus and John Dresselhaus, each 50% Interest) Thomas Osterberger of Kavanagh Grumley & Gorbold, LLC, Attorney

COMMENTS - Current Meeting:

Member Newquist stated I was reading through this and I saw that the people in the neighborhood had an issue with trucks being left running all night. Was that addressed in this?

Member Marcum stated I'll let staff go into greater detail about that.

Ms. Janine Farrell stated the trucks idling on the property was mentioned during the Planning and Zoning Commission meeting. That would not be allowed so we advised the people who spoke up about it to contact our office and file a formal complaint so that we could go out there and check on the situation. As of right now, I don't know if we received that complaint in our office, but like I said, that would not be allowed on the property.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry (SEAL) Will County Clerk

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive

## WILL COUNTY PLANNING AND ZONING COMMISSION STATEMENT OF FACTS FOR MEETING DATE OF February 2, 2021

## Zoning Case ZC-21-002

Request: Special Use Permit for Light Equipment Sales/Rentals

PIN # 07-01-09-200-010-0000 Wheatland Township

9714 S. Route 59, Naperville, IL

Parcel Size: 9.38 acres; special use permit applies to the full site

**Applicant's Intentions**: To sell and rent recreational vehicles. Agent owns the existing business to south and is looking to expand those operations to this site.

**Physical Site Characteristics:** The parcel is currently improved with two structures, a chain link fence, and a large parking lot. The structure closest to Route 59 measures 30 ft. x 45 ft. and is a metal garage. The second structure is located within the fenced area, towards the center of the property. This is a one-story concrete block building which contains the former maintenance garage and office for the school bus depot or terminal. There are no identified wetlands or floodplains on the property.

Several objectors to this case voiced their concerns as follows:

\*Broken existing fence

\* Trucks are running all night long with vibrating noise

Staff indicated that no complaints are on record and this property is not a truck terminal nor is a truck terminal permitted.

\*Light pollution, lights glaring into homes
\*Requesting light study
\*All tall trees be planted west of property
\*Safety. Gates and fences installed so no one can jump fences onto the adjoining properties

Staff replied: current chain link fence on property

RV not needed to be screened for sales, all outdoor storage needs solid fenced in area

Applicant will have to follow the lighting standards of the code ordinance Should any non- compliance occur on the property, Will County Code Enforcement should be notified

Council for applicant replied: This property is under contract.

The new owner to this property will not only clear, clean the property but put the property into good use that will generate vehicle taxes to the county.

Detention is in the back of the property.

Only chain link fence; no other wooden fence on this property as shown on survey.

A Gate is not feasible due to traffic on Rt 59.

Problem of possible trespassing would not be people of this property, to the adjoining properties but vice versa.

Property owner is willing to abide by county code

Staff recommends Approval of a special use permit for light equipment sales/rentals with two (2) conditions:

- 1. Upon fourteen (14) days of written notice to the owner of record at their last known address, Will County Land Use Department and Will County Sheriff's Department employees are hereby granted the right of entry in and upon the premises for the purpose of inspection of the premises and uses thereon for compliance with the terms and conditions of this special use permit.
- 2. Within one year of County Board approval, the applicant shall apply for a building permit to ensure the change of use/change of occupancy of the structures and the site are in compliance with all applicable codes and ordinances including but not limited to the Will County Health Department and Naperville Fire Protection District regulations.

Planning and Zoning voted Special Use Permit for Light Equipment Sales/ Rentals with two (2) conditions a vote of: 7/0

# MEMO



## WILL COUNTY LAND USE DEPARTMENT

**Development Review Division** 58 E. Clinton Street, Suite 100

Joliet, Illinois 60432 www.willcountyillinois.com

## 

To: Will County Land Use and Development Committee

From: Janine Farrell, AICP, Zoning Administrator/Development Analyst II

Date: February 3, 2021

Re: Objection Emails to ZC-21-002

The following are two additional email objections received for ZC-21-002. The comments from TM Narasimhan were read into the record at the February 2, 2021 Planning and Zoning Commission meeting. The comments from M. Skeet were received after the Planning and Zoning Commission voted on the case and were not read into the record as a result.

Attachment: ZC-21-002 LUDC Memo Objections (ZC-21-002)

## **Janine Farrell**

From: Sent: To: Subject: TM Narasimhan Tuesday, February 2, 2021 6:00 PM zoning Zoning Case # ZC-21-002

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good Evening,

Thank you for the information regarding the request for a deviation from the developer for the property that is being discussed in the zoning meeting on 2nd Feb 2021.

I reside at 3156 Kingbird lane, Naperville, IL 60564, the concern that i bring up here is shared by all of my neighbors that reside at 3152 and 3148 King bird lane as our houses are exactly behind/adjoining the property for which the deviation is being sought.

We appreciate the property being developed and put to use etc no issues with that. Given that the proposed facility is going to be of commercial in nature would request the following to be considered/accepted before any deviation or permission is issued by the county.

1) Since RV's or vehicles are going to parked across the property the owners should make sure that the light pollution to the edges of the property is as close to Zero as possible as our bedroom windows face the property in the second floor.

2) We would request a proper professional light study be done and lights be installed accordingly that would greatly reduce or eliminate light pollution to the neighbors.

3) Can additional tall trees or ever green trees like the spruce variety be planted along the west end of the property which when coupled with trees in our backyard will provide a good layer of separation between the properties and ensure there are no light seepages from the commercial property on to our houses and bed rooms.

4)Can adequate safety also be provided to ensure that people accessing the commercial property cannot jump a fence or barricade and get into our homes easily given easy access to Route 59 via the commercial property. This is a big safety issues that will confront our homes and we hope the County takes this request and concern seriously.

5) It might also be very advisable and appropriate to request the access to the property that is being developed be controlled via a gate etc so that public cannot wander into the facility after business hours which would give the public easy access to our homes via the backyard.

I Can be reached via email or phone anytime.

The other owners that are joining me in presenting these concerns to you are as follows:

TM Narasimhan and Sujatha Narasimhan 3156 Kingbird lane, Naperville, IL 60564.

Sanjib Sahoo and Rashmika Rai 3152 Kingbird lane, Naperville, IL 60564

Anand Sivaraman and Geetha K Natarajan 3148 Kingbird lane, Naperville, IL 60564.

Thank you for your time and consideration. We appreciate the work and diligence of the committee members and support staff, especially in these uncertain times.

Sincerely on behalf of the other home owners TM Narasimhan 3156 kingbird lane, Naperville, IL 60564

## **Janine Farrell**

From: Sent: To: Subject: M.D. SKEET Tuesday, February 2, 2021 7:22 PM zoning ZC-21-002.

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Good evening -

M Skeet here.

There is confusion. Both fences are part of the subject property to the north.

There are weed trees between, fence failure, and disrepair. The north fence needs reviewed.

Skeet

# MEMO



## WILL COUNTY LAND USE DEPARTMENT

**Development Review Division** 

58 E. Clinton Street, Suite 100 Joliet, Illinois 60432 www.willcountyillinois.com

## 

- To: Will County Planning and Zoning Commission
- From: Janine Farrell, AICP, Zoning Administrator/Development Analyst II
- Date: February 1, 2021
- Re: Objection Email to ZC-21-002

The following is an email objection received for ZC-21-002 from a neighboring property owner.

## **Janine Farrell**

From:	CAROL KOZOLA
Sent:	Thursday, January 28, 2021 8:03 PM
То:	zoning
Subject:	FEBRUARY 2, 2021 WILL COUNTY PLANNING AND ZONING COMMISSION MEETING - #7 Agenda Item

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

RE: Agenda Item #7

I am a h omeowner whose property is located on Cool Springs Ct, in the Signature Club Subdivision, and whose property backs up to the old bus depot on Rt.59. I received a Certified letter in the mail from the attorneys (Kavanaugh Grumley & Gorbold LLC) representing the sale of the property and the change of use of the property located at S. Route 59, Naperville, IL 60564. This property is currently known as the bus depot.

I am greatly concerned that the use of this property will be the same after the sale as it is now, amount of additional traffic and noise, as well as, the additional outdoor lighting being planned would be intrusive.

Also, there is a fence that separates this property (old bus depot lot) and the Signature Club which my property backs up to. I understand this fence is part of the property for sale. The fence is very old and not maintained. Part of it has already fallen down with more leaning over to fall down soon. This needs to be replaced ASAP either by the old owners or new owners! This fence should be nice looking.

It should also be noted that this lot is currently being used for semi trucks to park either overnight or for a few days. This should not be allowed. There have been times that the trucks run (refrigeration truck I believe) all night long which is very disrupting and noisy. Will the new owners allow this to continue? Several of us have contacted Will County and Naperville police of these disruptions but it continues to take place.

Please feel free to contact me if you have further questions. Thanks!

Carol Kozola 3252 Cool Springs Ct <u>Naperville, IL</u> 60564



## WILL COUNTY PLANNING AND ZONING COMMISSION STAFF REPORT

CASE NUMBER: ZC-21-002 DATE OF REPORT: January 25, 2021 PREPARED BY: Janine Farrell

## I. GENERAL INFORMATION

- **Owner:** AMICI, LLC (Nate Rexroth, 100% interest/sole member)
- Agent: Summit Development LLC Midwest (Paul Dresselhaus and John Dresselhaus, each 50% interest)
- Attorney: Thomas Osterberger of Kavanagh Grumley & Gorbold, LLC
- Date Application Accepted: January 5, 2021
- Requested Action:
  - Special use permit for light equipment sales/rentals.
- **Applicant's Intentions**: To sell and rent recreational vehicles. Agent owns the existing business to south and is looking to expand those operations to this site.
- Common Address: 9714 S. Route 59, Naperville, IL 60564
- Tax Number: 07-01-09-200-010-0000
- Current Zoning and Land Use: I-1/former school bus terminal
- Adjacent Zoning and Land Use:
  - North: R3 PUD Medium Density Multi-family Residential in the City of Naperville/attached single-family residential (The Signature Club at Clearwater Subdivision)
  - South: I-1/light equipment sales and rentals (recreational vehicles)
  - East: B2 Community Shopping District in the City of Naperville/commercial (Wheatland Marketplace)

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- West: R1B Medium Density Single-family Residential in the City of Naperville/single-family residential (Tall Grass of Naperville Unit 4 Subdivision)
- Date Parcel Was Made a Lot of Record: April 21, 1969
- Application Regulations: Articles 155–16, 155–5, and 155–7 of the Will County Zoning Ordinance.

## II. TECHNICAL INFORMATION

- **Parcel Size:** 9.38 acres; special use permit applies to the full site
- Access from Public Right-of-Way: The parcel currently has shared access with the parcel to the south (PIN 07-01-09-200-009-0000) to Route 59 to the east. This is a signaled entrance. Although the future intent is for the two parcels to be under common ownership, they are separate parcels and a copy of the shared access easement or agreement will be required for permit issuance.
- Facility Planning Area: Naperville FPA
- Soils Present: Graymont silt loam, 2 to 5 percent slopes; Chenoa silty clay loam, 0 to 2 percent slopes; Elpaso silty clay loam, 0 to 2 percent slopes (hydric)
- Watershed: DuPage River Watershed
- **Physical Site Characteristics:** The parcel is currently improved with two structures, a chain link fence, and a large parking lot. The structure closest to Route 59 measures 30 ft. x 45 ft. and is a metal garage. The second structure is located within the fenced area, towards the center of the property. This is a one-story concrete block building which contains the former maintenance garage and office for the school bus depot or terminal. There are no identified wetlands or floodplains on the property.
- 2002 Land Resource Management Plan:
  - Development Form: Suburban Communities
- Will Connects 2040:
  - Route 59 in this area is listed as "over capacity" in terms of congestion.
  - 103<sup>rd</sup> Street in this area, from Route 59 to 248<sup>th</sup> Street, is slated to be widened to three lanes. The subject site is located less than one-mile north of the 103<sup>rd</sup> Street and Route 59 intersection.

## III. OTHER AGENCIES NOTIFIED/COMMENTS

• Illinois Department of Transportation (IDOT): No comments received.

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- Wheatland Township: No comments received.
- Will-South Cook Soil and Water Conservation District: No comments received.
- Naperville Fire Department: In an email dated January 11, 2021, Michael Kokocinski, Fire Inspector with the Naperville Fire Department, stated that "the building will require a sprinkler system and possibly a new or upgraded fire alarm system to accommodate the new sprinkler system. We would like to see an auto-turn to make sure we could get a Ladder Truck in and out. I'm not sure if the parking lot lay out is existing or this is what they propose."
- City of Naperville: In an email dated January 13, 2021, Scott Williams, Community Planner, stated "we have received your notice and offer no comment. It appears the site and how it is used will essentially remain the same."
- **City of Aurora**: In an email dated January 8, 2021, Edward T. Sieben, Director/Zoning Administrator, stated "since this is outside of Aurora's jurisdiction, and within Naperville's, we do not have any comments."
- Will County Health Department: In an email dated January 11, 2021, Brian Scanlon, Environmental Geologist, stated that "the Will County Health Department has no objection to the proposed use of this property. The existing private sewage disposal system, as shown on the site plan, must be protected at all times form *(sic)* vehicular traffic (parking) and stock piling of materials, placement of signs, etc."

## IV. STAFF ANALYSIS

- Through zoning cases 1264-S in 1967 and 1349-S in 1968, the subject site and the site to the south (PIN 07-01-09-200-009-0000) were rezoned to I-1. These two parcels were in a different configuration and comprised of three parcels total at that time. The subject parcel was created in 1969, after the zoning cases were approved. The parcel was then comprehensively rezoned to I-1 in 1978.
- From historic aerial imagery, industrial uses were occurring on the property since at least 1973. By at least 1993, a school bus terminal or depot was operating on the property. This use ceases by 2010 and the site appears to be vacant since that time.
- The applicant currently owns and operates US Adventure RV, a recreational vehicle dealership, located on the parcel to the south (PIN 07-01-09-200-009-0000). The applicant would like to expand operations to the subject site. The applicant does not intend to complete any major modifications to the site

at this time. The large parking lot will accommodate the outdoor storage of the recreational vehicles for sale and lease. The existing structures will also be utilized for the business.

## V. STAFF FINDINGS OF FACT

• Special Use Permit for light equipment sales/rentals.

Section 155–16.40 of the Will County Zoning Ordinance provides the standards by which a special use permit may be granted. No special use permit may be granted unless:

- 1. That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public's health, safety, morals, comfort or general welfare.
  - It is Staff's professional opinion that the establishment, maintenance, and operation of the special use will not be detrimental to or endanger the public's health, safety, morals, comfort or general welfare. The site was formerly used as a school bus terminal or depot and is configured appropriately to accommodate the proposed RV sales use. This use is already established and operating on the property to south. The special use permit for light equipment sales/rentals on the property to south was approved in 2015 through zoning case 6253-S. A copy of that approving ordinance is attached. Those same conditions have been added to this special use permit request with the exception of condition #3 which was related to the entrance and was already corrected. Since that use's establishment, no complaints or violations have been received. The RV sales and rental use would be less intense than other types of uses permitted in the I-1 zoning district, such as warehousing and freight movement or manufacturing.
- 2. That the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish or impair property values within the neighborhood.
  - It is Staff's professional opinion that the special use will not be injurious to the use and enjoyment of other property in the immediate vicinity, nor will it substantially diminish or impair

Attachment: ZC-21-002 Staff Report FINAL (ZC-21-002)

property values within the neighborhood. The property is surrounded to the north and west by residential uses, to the south by the RV dealership, and commercial to the east. To the north and west is a solid wooden fence owned and maintained by the subdivisions to buffer against the subject site. As was mentioned previously, the parcel was previously used as school bus depot or terminal and is already improved in a manner to accommodate the proposed use. The applicant does not intend to make major alterations to the property in order to establish the use. Any improvements, such as outdoor lighting, will be required to be in compliance with Zoning Ordinance regulations to ensure that it is not injurious to the neighboring properties (i.e. shielded to prevent glare and light spillover).

- 3. That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
  - It is Staff's professional opinion that the establishment of the special use will not impede the normal and orderly development of the surrounding area for uses permitted in the district. The surrounding properties are all completely developed for residential and commercial uses within the City of Naperville and industrial use within the unincorporated area; there are no vacant parcels adjoining the subject site.
- *4. That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.* 
  - The subject site is currently developed. Through the building permit process, proposed condition #2, compliance of the existing structures and site with Fire Department, Health Department, Building, Storm Water, and Zoning regulations will be ensured.
- 5. That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.
  - As was mentioned previously, the parcel shares a signaled entrance to Route 59 with the parcel to the south. This proposed use anticipates roughly forty trips generated from the site daily which includes employees and customers. This amount of daily trips is far less intensive than the previous bus terminal use. It is also less intensive than other permitted uses like a warehouse which would

13.1.d

add greater than forty daily trips and truck congestion to Route 59 which is already over capacity.

- 6. That the special use shall in all other respects conform to the applicable regulation of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Planning and Zoning Commission.
  - The special use permit will be required to comply will all other regulations of the I-1 zoning district including but not limited to items like outdoor lighting, signage, landscaping, and parking.
- 7. At least one (1) year has elapsed since any denial by the County Board of any prior application for a special use permit that would have authorized substantially the same as all or part of the sites, unless conditions in the area have substantially change.
  - This is a first time request.

## VI. STAFF RECOMMENDATIONS

- Approval of a special use permit for light equipment sales/rentals with two (2) conditions:
  - 1. Upon fourteen (14) days of written notice to the owner of record at their last known address, Will County Land Use Department and Will County Sheriff's Department employees are hereby granted the right of entry in and upon the premises for the purpose of inspection of the premises and uses thereon for compliance with the terms and conditions of this special use permit.
  - 2. Within one year of County Board approval, the applicant shall apply for a building permit to ensure the change of use/change of occupancy of the structures and the site are in compliance with all applicable codes and ordinances including but not limited to the Will County Health Department and Naperville Fire Protection District regulations.

## VII. ADDITIONAL INFORMATION

- The applicants are hereby advised of the following:
  - The applicants shall comply with the current Will County Building Ordinance and Codes (Resolution # 01-442).
  - The applicants shall comply with the current Water Resource Ordinance for Unincorporated Will County.

No special use permit shall be valid for a period longer than two (2) 0 years from the date it is granted unless a building permit or certificate of occupancy is obtained within such period and the erection or alteration of a building is started or the use is commenced within such period. The County Board may grant an extension of this period, valid for no more than one hundred eighty (180) additional days, upon written application within the first year of the special use permit and upon good cause shown without notice or hearing. The County Board may grant one (1) additional extension of this period, valid for no more than one hundred eighty (180) additional days, upon written application within the initial extension and upon good cause shown without notice or hearing. If any special use is abandoned, or is discontinued for a continuous period of one year, the special use permit for such use shall become void, and such use shall not thereafter be reestablished unless a new special use permit is obtained.

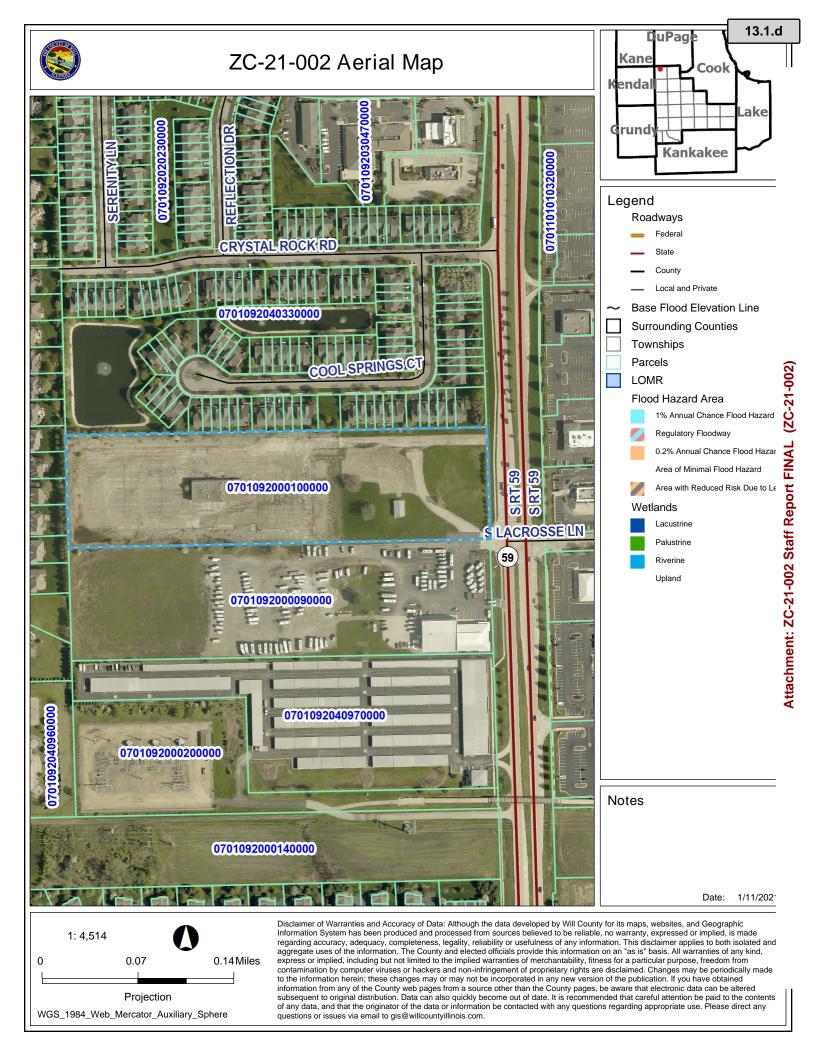
## VIII. ATTACHMENTS

- Photographs from January 11, 2021 site inspection
- Aerial map
- CONNECTExplorer aerial image from May 6, 2020
- Zoning map (unofficial)
- Plat of Survey
- Land Resource Management Plan Form Map
- Copy of Ordinance from zoning case 6253-S for the parcel to the south (PIN 07-01-09-200-009-0000)

<b>Photo 1</b> : View looking west at the subject site from the shared driveway entrance.
<b>Photo 2:</b> View from the subject site looking east towards the signaled entrance and Route 59.
<b>Photo 3:</b> View of the metal garage on the subject site.

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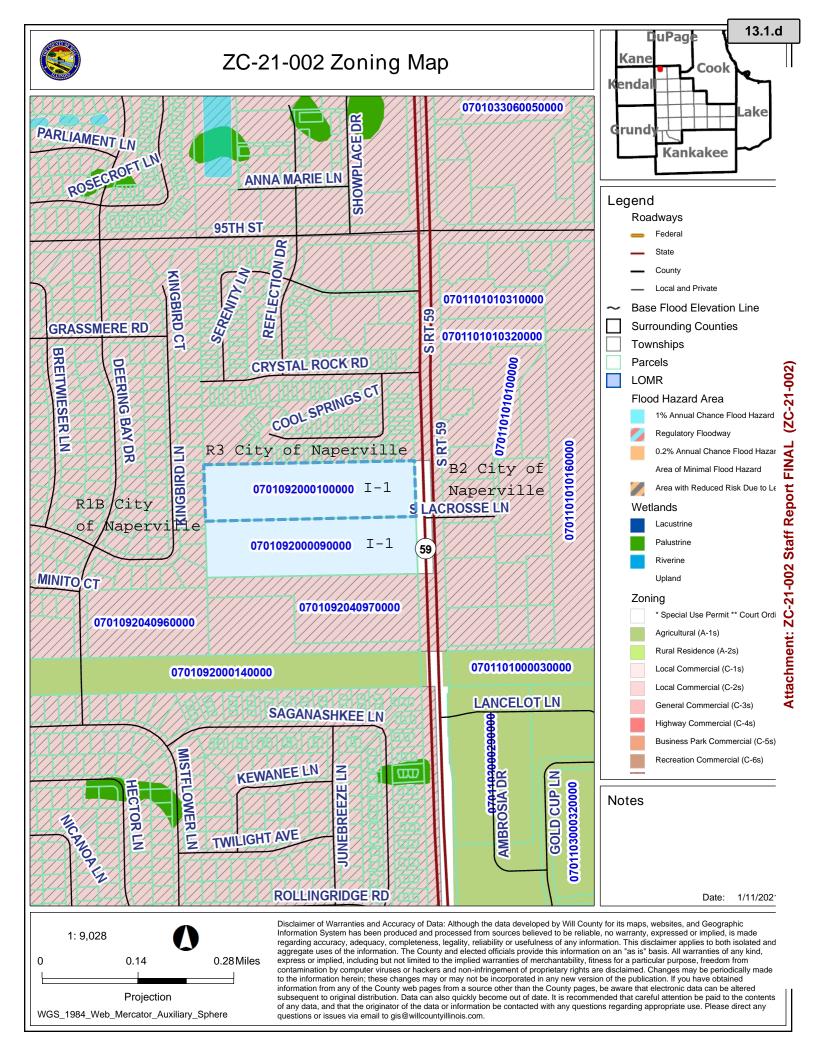
Photo 4: View looking west towards the concrete block structure on the subject site.
Photo 5: View looking north at neighboring residential properties from the subject site.
<b>Photo 6:</b> View looking south at the neighboring RV dealership, proposed to expand onto the subject site.

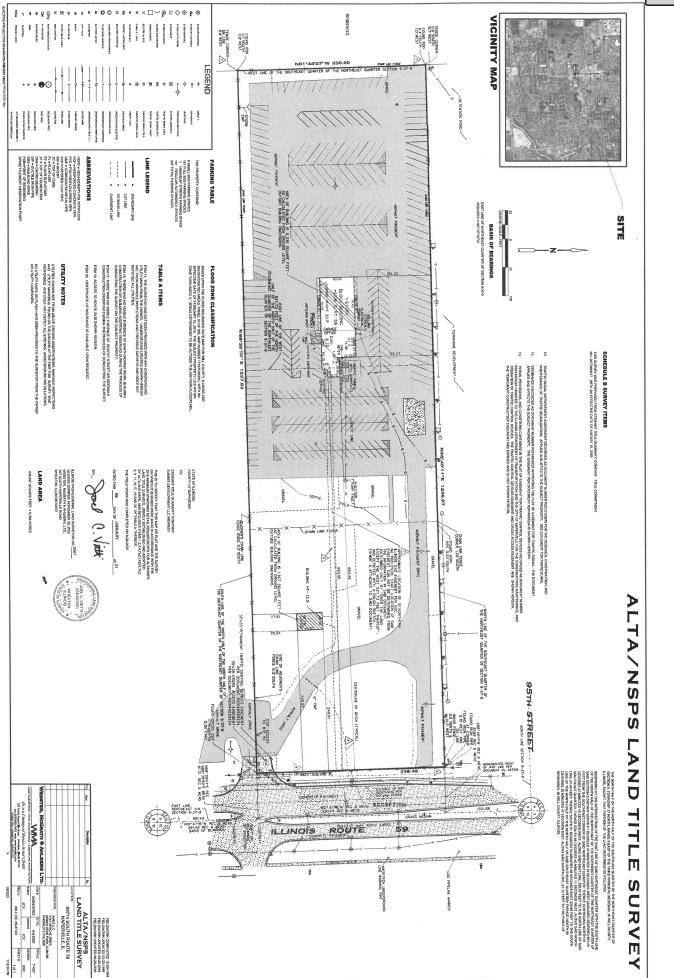


CONNECTEXPLORER AERIAL IMAGE FROM MAY 6, 2020, LOOKING NORTH, WITH THE SUBJECT SITE OUTLINED IN BLUE



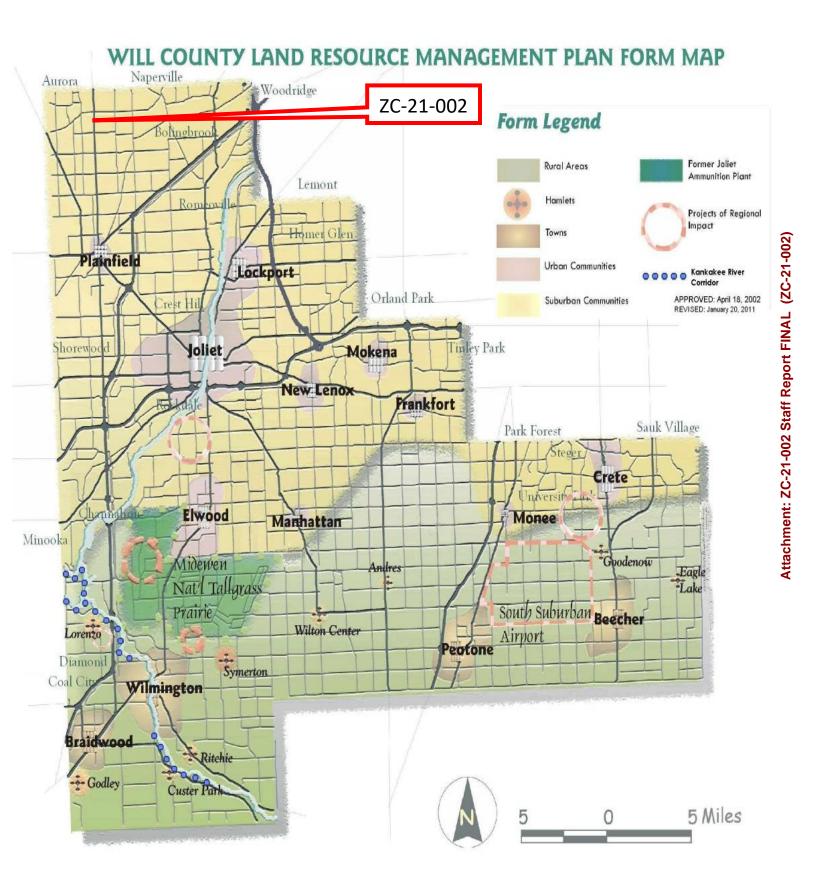
05/06/2020





Attachment: ZC-21-002 Staff Report FINAL (ZC-21-002)

13.1.d





### ZONING CASE OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

ORDINANCE AMENDING THE WILL COUNTY, ILLINOIS ZONING ORDINANCE Adopted and Approved September 9, 1947 as Amended for Case 6253-S, American Enterprise Bank, Owner of Record, A. E. Bancorp, Inc. is 100% Beneficiary of American Enterprise Bank, Gerald R. Forsythe is 98.420% Beneficiary of A. E. Bancorp, Inc., US Adventure RV Chicago, LLC, Agent, Paul Dresselhaus, President of US Adventure RV Chicago, LLC; Thomas Osterberger, Attorney, requesting a special use permit for light equipment sales/rentals for Pin #07-01-09-200-009 in Wheatland Township, commonly known as 9740 S. Route 59, Naperville, IL

WHEREAS, the Planning and Zoning Commission of Will County, Illinois has recommended the reclassification of a certain area within the County as hereinafter described; and

WHEREAS, it appears that such recommendation was based upon a duly advertised hearing by said Planning and Zoning Commission of Will County affecting property located in <u>Wheatland</u> Township where such area is situated; and

WHEREAS, it appears that due notice of the time and place of such hearing was published in a paper of general circulation in Will County, Illinois; that such hearing was duly and properly held, and that report thereof has been made to this Board within thirty days after such hearing;

**NOW THEREFORE, BE IT ORDAINED** by the County Board of Will County, Illinois that:

<u>Section 1.</u> That the "Will County Zoning Ordinance", approved September 9, 1947, as amended, is and the same is hereby amended by reclassifying the area described as follows:

### Special Use Permit for light equipment sales/rentals with three (3) conditions

- Upon (fourteen) 14 days of written notice to the owner of record at their last known address, Will County Land Use Department and Will County Sheriff's Department employees are hereby granted the right of entry in and upon the premises for the purpose of inspecting the premises and uses thereon for compliance with the terms and conditions of the special use permit.
- 2. A building permit is required. The applicants shall comply with the current Will County Building Ordinance. The building permit process includes compliance with the Will County Health Department and Naperville Fire Protection District.
- 3. The petitioner shall contact the Illinois Department of Transportation to correct the deterioration of the public right of way.

### LEGAL DESCRIPTION

THE SOUTH HALF OF THE NORTH HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 9, TOWNSHIP 37 NORTH, RANGE 9, EAST OF THE THIRD PRINCIPAL MERIDIAN IN WILL COUNTY, ILLINOIS.

13.1.d

**Section 2.** That the County Clerk shall alter the map of said territory described in Subsection 3.1, Section 3 of said Will County Zoning Ordinance to indicate such revised classification and shall certify such alteration by her signature and the date thereof, file the same and make available for public reference.

<u>Section 3.</u> This ordinance shall be in full force and effect upon its passage and approval as provided by law (or passage, approval and publication as provided by law).

CASE NO: <u>6253-S</u>

APELLANT: American Enterprise Bank, Owner of Record A. E. Bancorp, Inc. - 100% Beneficiary of American Enterprise Bank Gerald R. Forsythe-98.420% Beneficiary of A. E. Bancorp, Inc. US Adventure RV Chicago, LLC, Agent Paul Dresselhaus, President of US Adventure RV Chicago, LLC Thomas Osterberger, Attorney

Adopted by the Will County Board this 16th day of July, 2015.

AYES:	Howard, Ogalla, Singer, Moran, Rice, Harris, Traynere, Bennefield, Fritz, Gould, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Babich, Wilhelmi, Hart, Maher, Tuminello, Weigel, Collins, Ferry
ABSTAIN:	Freitag
ABSENT:	Moustis, Staley-Ferry

Result: Approved - [Unanimous]

Approved this and day of <u>July</u>, 2015.

(SEAL) Nancy hultz Voots Will County-Clerk

Lawrence M. Walsh Will County Executive



ACTION ITEM OF THE COUNTY BOARD WILL COUNTY, ILLINOIS Monthly Financial Report to be Placed on File

## Finance Committee Ken Harris, Chair

# Report to be placed on file:

 Report from the Illinois Department of Revenue showing sales tax remitted to Will County for the month of November 2020 to be \$1,873,590.92. The RTA Tax received is \$2,228,803.40.

\$1,873,590.92 + \$2,228,803.40 = \$4,102,394.32



### Transferring Funds within the County Executive's FY2021 Budget for Grants Manager Position

WHEREAS, a request for an internal transfer of funds for the grants manager position has been received from the County Executive to cover necessary expenses, and

WHEREAS, pursuant to 55 ILCS 5/6-1003, budget amendments may be made at any meeting of the board by a two-thirds vote.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its FY2021 Budget by transferring funds as follows:

Decrease:	DESCRIPTION	AMOUNT
1010-541090-120-20000-10	Other Professional Services	\$75,000

Increase:	DESCRIPTION	AMOUNT
1010-511010-120-20000-10	Full Time Salaries	\$75,000

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

 Result: Approved - [Unanimous]
 Lauren Staley Ferry<br/>Will County Clerk

 Approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive (SEAL)



### Transferring Appropriations within the CARES/COVID Support FY2021 Budget and Various Departmental FY2021 Budgets

WHEREAS, after a review of Fiscal Year 2021, it was determined that it is necessary to transfer appropriations between numerous line items in the CARES/COVID Support and various departmental budgets that requires County Board approval, and

WHEREAS, the Executive's Office has requested the attached transfers, and

WHEREAS, the Finance Committee has recommended approval of this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its FY2021 Budget, by transferring appropriations within the various departmental budgets as fully described in the document attached hereto.

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance to statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

### COMMENTS - Current Meeting:

Member Harris stated on this particular resolution, this is some COVID-19 money that they're transferring within the county budgets. Just so we're all on the same page, I have a total amount of this transfer to be \$2,466,535.14. I understand there was a discussion at the Republican caucus about one of the items. I did receive confirmation (inaudible). If Ms. ReShawn Howard is on the line, if you don't mind, just to make sure that we vote on the same thing.

Ms. ReShawn Howard stated good morning everyone. The item has been reviewed and corrected so the correct total amount is \$2,466,535.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

**REVISED 2/18/21** 

Department Name	Fund-Dept-Subdept-Acct	Expense Category	Account Name	Amount Over Budget TO	Correction FROM	Description
Corporate Fund						
corporate i unu						
CARES/Covid-19 Support CARES/Covid-19 Support	1010-531010-120-21009-40 1010-532090-120-21009-40 1010-533010-120-21009-40 1010-533050-120-21009-40 1010-536050-120-21009-40 1010-542510-120-21009-40 1010-542550-120-21009-40 1010-545030-120-21009-40 1010-552010-120-21009-40	Commodities Commodities Commodities Commodities Commodities Contractual Services Contractual Services Contractual Services Contractual Services Contractual Services Capital Outlay	Office Supplies Sign and Safety Supplies Buildings and Grounds Supplies Chemicals Other Computer Hardware Software and Licensing < \$5,000 System Analyst Temporary Contracted Rentals Land and Building Rentals Equipment Building	7,232.56 437.34 7,725.44 336.80 8,674.55 30,861.41 126,000.00 3,132.00 1,100.00 4,500.00 1,060,771.69 2,2255		Move County Dept, CARES approved exp Move County Dept, CARES approved exp
CARES/Covid-19 Support County Board	1010-553030-120-21009-40 1010-599010-110-10000-10	Capital Outlay Anticipated	Motor Vehicles Anticipated New Expenses	2,723.50	1,253,495.29	Move County Dept, CARES approved exp Move County Dept, CARES approved exp
Human Resources Human Resources	1010-555020-120-23001-20 1010-544510-120-23001-10	Capital Contractual Services	Computer Software-Purchased Repairs-Building /Ground	7,900.00	7,900.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
EMA EMA EMA	1010-547510-120-29100-20 1010-548030-120-29100-20 1010-555020-120-29100-20	Contractual Services Contractual Services Capital	Regular Telephone Service Professional Dues and Memberships Computer Software - Purchased	200.00 3,000.00	3,200.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Special Funds						
Health Department Health Department	2102-555030-120-34030-40 2102-544010-120-34030-40	Capital Contractual Services	Computer Software, Licensed Equipment Maintenance Agreement	21,638.60	21,638.60	Department Transfer Department Transfer
Health Department Health Department Health Department Health Department	2102-532010-120-34050-40 2102-539020-120-34050-40 2102-539020-120-34060-40 2102-542550-120-34050-40	Commodities Commodities Commodities Contractual Services	Operating Supplies Drugs & Medicines Drugs & Medicines Temporary Contracted	21,000.00 63,000.00 75,000.00 221,301.25		Department Transfer Department Transfer Department Transfer Department Transfer for Contact Tracers

Health Department 2102-511050-120-34050-40 Salaries **Temporary Salaries Capital Improvement** 3101-541090-110-11000-10 Contractual Services **Other Professional Services** 3101-542510-110-11000-10 Contractual Services Capital Improvement System Analyst **Capital Improvement** 3101-553080-110-11000-10 Capital **Computer Hardware** 

Department Transfer for Contact Tracers 221,301.25 380,301.25 Department Transfer to Temp Contracted 720,000.00 **Capital Asset reclass** 80,000.00 **Capital Asset reclass** 800,000.00 Capital Asset reclass

2,466,535.14 2,466,535.14 Total:



### Transferring Appropriations within Various County FY2020 Budgets

WHEREAS, after a year-end review of Fiscal Year 2020, it was determined that it is necessary to transfer appropriations between numerous line items in various departmental budgets that requires County Board approval, and

WHEREAS, the Executive's Office has requested the attached transfers, and

WHEREAS, the Finance Committee has recommended approval of this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby amends its FY2020 Budget, by transferring appropriations within the various departmental budgets as fully described in the document attached hereto.

BE IT FURTHER RESOLVED, that the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance to statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Attachment: FY20 Year-End Budget Transfers #1 - PDF 10feb21 (21-30 : Budget Transfers FY20 Year-End

Department Name	Fund-Dept-Subdept-Acct	Expense Category	Account Name	Amount Over Budget TO	Correction FROM	Description
orporate Fund						
County Board County Board	1010-552010-110-10000-10 1010-547080-110-10000-10	Capital Contractual Services	Building Contingency	31,700.00	31,700.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
ICT County Board	1010-547510-120-25000-10 1010-547080-110-10000-10	Contractual Services Contractual Services	Telephone Service-Regular Contingency	23,920.00	23,920.00	Department Cleanup Department Cleanup
Records Management Records Management	1010-511010-120-26000-10 1010-542510-120-26000-10	Salaries Commodities	FT Salaries Copy Machine Supplies	9,195.41	9,195.41	Department Cleanup Department Cleanup
Public Defender Public Defender Public Defender	1010-511010-130-40500-30 1010-511081-130-40500-30 1010-542080-130-40500-30	Salaries Salaries Contractual Services	FT Salaries Vacation Payout Expert Witness	9,370.50 1,318.42	10,688.92	Department Clean Up Department Clean Up Department Clean Up
County Clerk County Clerk	1010-555020-160-55100-10 1010-541090-160-55100-10	Capital Contractual Services	Computer Software Purchased Other Professional Services	8,400.00	8,400.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
County Clerk County Clerk	1010-555020-160-55100-10 1010-541090-160-55100-10	Capital Contractual Services	Computer Software Purchased Other Professional Services	15,050.00	15,050.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
County Clerk Elections County Clerk Elections	1010-553080-160-55100-10 1010-534030-160-55100-10	Capital Commodities	Computer Hardware Furniture < \$5,000	18,189.63	18,189.63	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Coroner Coroner Coroner	1010-542610-170-60000-10 1010-542620-170-60000-10 1010-511010-170-60000-10	Contractual Services Contractual Services Salaries	Autopsy Laboratory FT Salaries	2,300.00 21,337.00	23,637.00	Department Clean Up Department Clean Up Department Clean Up
pecial Funds						
GIS GIS	2105-553080-120-25100-10 2105-536010-120-25100-10	Capital Commodities	Computer Hardware Desk Computers	17,191.99	17,191.99	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
County Bridge County Bridge	2109-554035-120-36500-50 2109-546065-120-36500-50	Capital Contractual Services	Bridge Construction Construction Bridge - Township Aid	277,668.38	277,688.38	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Resource Recovery and Energy Resource Recovery and Energy	2113-592020-120-27400-40 2113-542560-120-27400-40	Other Expenditures Contractual Services	Public Purpose Subgrant Awards/Obligations	4,166.67	4,166.67	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Sheriff's Restricted Fund Sheriff's Restricted Fund Sheriff's Restricted Fund	2503-592015-190-76030-20 2503-531060-190-76030-20 2503-531080-190-76030-20	Other Expenditures Commodities Commodities	Commissary Telephone Supplies Educational Materials	15,270.38		Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
CARES Act Fund CARES Act Fund	2711-553010-120-21006-40 2711-534020-120-21006-40	Capital Commodities	Machinery Machinery < \$5,000	6,803.64	6,803.64	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
CARES Act Fund CARES Act Fund	2711-553010-120-21006-40 2711-534020-120-21006-40	Capital Commodities	Machinery Machinery < \$5,000	15,997.30	15,997.30	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up

Department Name	Fund-Dept-Subdept-Acct	Expense Category	Account Name	Amount Over Budget TO	Correction FROM	Description
CARES Act Fund CARES Act Fund	2711-553010-120-21006-40 2711-534020-120-21006-40	Capital Commodities	Machinery Machinery < \$5,000	9,488.74	9,488.74	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Capital Improvement Capital Improvement Capital Improvement	3001-542510-110-11000-10 3001-544030-110-11000-10 3001-553080-110-11000-10	Contractual Services Contractual Services Capital	System Analyst Computer Maintenance Agreement Computer Hardware	20,000.00 118,000.00	138,000.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up

Department Name	Fund-Dept-Subdept-Acct	Expense Category	Account Name	Amount Over Budget TO	Correction FROM	Description
•						•
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-545030-110-11005-10 3202-552010-110-11005-30	Contractual Services Capital	Rentals - Equipment Building	4,422.00	4,422.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-545010-110-11005-30 3202-552010-110-11005-30	Contractual Services Capital	Rentals-Land and Building Building	4,000.00	4,000.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-534010-110-11005-30 3202-552010-110-11005-30	Commodities Capital	Office Equipment < \$5,000 Building	3,396.22	3,396.22	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-534010-110-11005-30 3202-552010-110-11005-30	Commodities Capital	Office Equipment < \$5,000 Building	3,396.22	3,396.22	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-534010-110-11005-30 3202-552010-110-11005-30	Commodities Capital	Office Equipment < \$5,000 Building	14,620.00	14,620.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up
Building Will 2019 Bond Proceeds Building Will 2019 Bond Proceeds	3202-545030-110-11005-30 3202-552010-110-11005-30	Contractual Services Capital	Rentals-Equipment Building	200.00	200.00	Capital Asset reclass, dept clean up Capital Asset reclass, dept clean up

Total: 655,402.50 655,422.50

### FY2020 Budget Transfers CARES/COVID Support

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Department Name	Fund-Dept-Subdept-Acct	Expense Category	Account Name	Amount Over Budget TO	Correction FROM	Description
Corporate Fund						
CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support Sheriff Enforcement	1010-536020-120-21009-40 1010-536030-120-21009-40	Commodities Commodities Commodities Commodities Contractual Services Capital Outlay	Janitorial Supplies Funiture < \$5,000 Laptop Computers Monitors Other Computer Hardware Other Professional Services Motor Vehicles FT Salaries	5,049.66 2,697.24 7,740.00 6,400.92 46,355.08 11,200.00 2,350.00	81,792.90	Move County Dept, CARES approved exp Move County Dept, CARES approved exp
CARES/COVID Support CARES/COVID Support Sheriff Enforcement	1010-532010-120-21009-40 1010-534020-120-21009-40 1010-534030-120-21009-40 1010-536010-120-21009-40 1010-539090-120-21009-40 1010-542550-120-21009-40 1010-545010-120-21009-40 1010-545030-120-21009-40 1010-547050-120-21009-40	Commodities Contractual Services Contractual Services Contractual Services Contractual Services Contractual Services Contractual Services	Office Supplies Operating Supplies/Materials Machinery < \$5,000 Furniture < \$5,000 Desktop Computers Other Medical Supplies Temporary Contracted Subgrant Awards/Obligations Maintenance Agreement - Equipment Auto Repairs Advertising/Legal Notices/Marketing Fuel Surcharge Contingency FT Salaries	324,347.58 13,834.96 36,681.68 21,588.00 4,415.00 13,732.40 4,423.50 76,177.50 10,594.68 9,000.00 6,025.00 0.39 776,177.98	1,296,998.67	Move County Dept, CARES approved exp Move County Dept, CARES approved exp
CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support CARES/COVID Support Sheriff Enforcement	1010-521010-120-21009-40	Salaries Benefits Benefits Benefits	FT Salaries PT Salaries FICA IMRF Health Insurance FT Salaries	633,018.40 27,753.36 50,549.04 74,865.44 213,813.76	1,000,000.00	Move County Dept, CARES approved exp Move County Dept, CARES approved exp

Total: 2,378,791.57 2,378,791.57



### Authorizing County Executive to Execute Necessary Documents for Delinquent Tax Program

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

WHEREAS, pursuant to this program the County of Will, as trustee for the taxing districts involved, has acquired an interest in the real estate in question; and

WHEREAS, it appears to the Will County Board that it would be to the best interest of the taxing districts of Will County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate in question for the sums shown on the attachment and to be disbursed as shown and according to law.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

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# Will County Monthly Resolution List - February 2021

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Treasurer	275.00 9,866.23	\$10,141.23				
Misc/ Overpmt	0.00 102.00	\$102.00 \$	\$82.00	\$51.00	\$10,274.23	
Agent	450.00 6,711.89	\$7,161.89			\$10	
Recorder/ Sec of State	51.00 0.00	\$51.00	Clerk Fees	State Fees	Total to County	
County Recorder/ Clerk Auctioneer Sec of State	0.00	\$0.00	0	Recorder/Sec of State Fees	Total	
County Clerk A	25.00 57.00	\$82.00		Recon		
Total Collected	801.00 16,737.12	\$17,538.12				
Parce#	07-13-212-003-0000 16-05-09-202-018-0000	Totals				
Account Name	NOEL ORELLANO JANET SCHUE					Committee Members
Type	SAL SUR					
Account	1020115D 16-00823					
RES	02-21-001 1020115D 02-21-002 16-00823					

Attachment: Will Co 2-21-001 th 2-21-002 Resolutions (21-31 : Delinquent Taxes)



WHEREAS, The County of Will, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Will, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

JOLIET TOWNSHIP

PERMANENT PARCEL NUMBER: 07-13-212-003-0000

As described in certificates(s) : 12-02169 sold December 2013

and it appearing to the Finance Committee that it is in the best interest of the County to dispose of its interest in said property.

WHEREAS, Noel Orellano, has bid \$801.00 for the County's interest, such bid having been presented to the Finance Committee at the same time it having been determined by the Finance Committee and the Agent for the County, that the County shall receive from such bid \$275.00 as a return for its certificate(s) of purchase. The County Clerk shall receive \$25.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account, the auctioneer shall receive \$0.00 for his services and the Recorder of Deeds shall receive \$51.00 for recording. The remainder is the amount due the Agent under his contract for services. The total paid by purchaser is \$801.00.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF WILL COUNTY, ILLINOIS, that the Will County Executive be hereby authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate Certificate(s) of Purchase, as the case may be, on the above described real estate for the sum of \$275.00 to be paid to the Treasurer of Will County Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_,

ATTEST:

COUNTY CLERK

COUNTY EXECUTIVE

15.5.a

SALE TO NEW OWNER

02-21-001



WHEREAS, The County of Will, as Trustee for the Taxing Districts therein, has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases in which the taxes on such real property have not been paid, pursuant to 35ILCS 200/21-90, and

WHEREAS, Pursuant to this program, the County of Will, as Trustee for the Taxing Districts therein, has acquired an interest in the following described real estate:

THE N1/2 OF THE N1/2 OF LOT 17 IN REED'S ROLLING MEADOWS FARM, UNIT FOUR, A SUB OF PRT OF SEC 9 & OF SEC 10, T36N-R11E.

PERMANENT PARCEL NUMBER: 16-05-09-202-018-0000

As described in certificate(s): 16-00823 sold on November 29, 2017

Commonly known as: S. DIXON LN.

and it appearing to the Finance Committee that it is in the best interest of the County to accept full payment of the delinquent taxes, penalties, interest, and costs from the owner of an interest in said property.

WHEREAS, Janet Schue, For Dale Schue, has paid \$16,635.12 for the full amount of taxes involved and a request for surrender of the tax sale certificate has been presented to the Finance Committee and at the same time it having been determined that the County shall receive \$9,866.23 as a return for its Certificate(s) of Purchase. The County Clerk shall receive \$57.00 for cancellation of Certificate(s) and to reimburse the revolving account the charges advanced from this account. Janet Schue, For Dale Schue shall receive \$102.00 for overpayment. The remainder is the amount due the Agent under his contract for services.

WHEREAS, your Finance Committee recommends the adoption of the following resolution:

BE IT RESOLVED BY THE COUNTY BOARD OF WILL COUNTY, ILLINOIS, that the Will County Executive hereby authorizes the cancellation of the appropriate Certificate(s) of Purchase on the above described real estate for the sum of \$9,866.23 to be paid to the Treasurer of Will County, Illinois, to be disbursed according to law. This resolution to be effective for sixty (60) days from this date and any transaction between the above parties not occurring within this period shall be null and void.

ADOPTED by roll call vote this \_\_\_\_\_\_ day of \_\_\_\_\_\_, \_\_\_\_,

ATTEST:

SURRENDER

COUNTY CLERK

COUNTY EXECUTIVE

02-21-002

16-00823



### Authorizing an Intergovernmental Agreement between the Village of New Lenox and the County of Will for Placement of License Plate Reading Cameras Located on County Highways in the County of Will

WHEREAS, the Village of New Lenox, in order to ensure safety to the motoring public, is desirous of placing and maintaining license plate reading cameras along various County Highways in the County of Will, Illinois; and

WHEREAS, the Village of New Lenox has requested an intergovernmental agreement with the County of Will for placing and maintaining license plate reading cameras along various County Highways; and

WHEREAS, the Public Works and Transportation Committee has reviewed the request and recommends approval.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the Will County Executive to enter into an agreement with the Village of New Lenox for placing and maintaining license plate reading cameras along various County Highways.

BE IT FURTHER RESOLVED, said agreement is subject to the review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two (2) certified copies of this resolution and agreement to the office of the Village of New Lenox through the office of the Director of Transportation / County Engineer.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approvals as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Mueller, Gould, VanDuyne, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
NAYS:	Fritz, Balich

Result: Approved - [24 to 2]

Lauren Staley Ferry Will County Clerk

(SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

### INTERGOVERNMENTAL AGREEMENT FOR THE PLACEMENT OF LICENSE PLATE READING CAMERAS LOCATED ON COUNTY HIGHWAYS IN THE COUNTY OF WILL

WHEREAS, the <u>Village of New Lenox</u> is a Municipal Corporation and situated in Will County, (hereinafter referred to as "MUNICIPALITY") under and by virtue of the Constitution and laws of the State of Illinois, and has acted in the exercise of its legal authority in the exercise of this Agreement; and

**WHEREAS,** the County of Will is a body corporate and politic (hereinafter referred to as the "COUNTY"); and

**WHEREAS,** Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

WHEREAS, MUNICIPALITY and the COUNTY are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

**NOW THEREFORE,** in consideration of the mutual promises, obligations and undertakings set forth herein, the COUNTY and MUNICIPALITY (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

- 1. That the COUNTY has jurisdiction over county highways located in the MUNCIPALITY.
- 2. That the MUNICIPALITY is desirous to install license plate reading cameras at the location(s) indicated in EXHIBIT A of THIS AGREEMENT.
- 3. That EXHIBIT A of THIS AGREEMENT may be amended to add or delete locations for license plate reading cameras. Such additions or deletions shall be considered upon written request from the MUNICIPALITY to the COUNTY's County Engineer, and upon approval of said request by the COUNTY's County Engineer, EXHIBIT A shall be revised to add or delete the subject intersection.
- 4. All PARTIES agree that the license plate reading cameras shall be installed by MUNICIPALITY under permit with the COUNTY.

- 5. That THIS AGREEMENT shall not be construed, in any manner or form, to limit the power or authority of the COUNTY or the COUNTY's County Engineer, to maintain operate, improve, manage, construct, reconstruct, repair, widen or expand County Highways as best determined by the COUNTY and as provided by law.
- 6. The MUNICIPALITY agrees to promptly remove, or cause to be removed, at no expense to the COUNTY, the license plate reading cameras upon receipt of written notification from the COUNTY's County Engineer, at any time and for any reason, that its permit is revoked.
- 7. The MUNICIPALITY agrees to indemnify, defend and hold harmless the COUNTY, its elected and appointed officials, agents, employees and representatives, and the COUNTY's Division of Transportation, its duly appointed officials, agents, employees and representatives from and against any and all claims, suits, settlements, actions, losses, expenses, damages, injuries, judgements and demands (collectively referred to as "claims") arising from and relating to the use and/or placement of the license plate reading cameras at the location(s), including but not limited to misuse or improper sharing of private or personal information, constitutional challenge or personal injury. The MUNICIPALITY further agrees to pay all damages, judgements, settlements, costs and expenses incurred by the COUNTY, including all reasonable attorney's fees and court costs, in connection with or resulting from such claims against the COUNTY.

Nothing contained in this paragraph 7 shall be construed as prohibiting the COUNTY, its elected and appointed officials, agents, employees and representatives, from defending through the selection and use of its own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the COUNTY, under this paragraph, is to be appointed a Special Assistant State's Attorney. The COUNTY's participation in its defense shall not remove MUNICIPALITY's duty to indemnify, defend, and hold the COUNTY harmless, as set forth above.

- 8. That nothing contained in THIS AGREEMENT is intended or shall be construed as in any manner or form creating or establishing a relationship of co-partners between the parties hereto, or as constituting the MUNICIPALITY (including its elected officials, duly appointed officials, officers, employees and agents) as an agent, representative or employee of the COUNTY for any purpose or in any manner whatsoever.
- 9. That each party warrants and represents to the other party and agrees that (1) THIS AGREEMENT is executed by duly authorized agents or officers of such party and that all such agents and officers have executed the same in accordance with the lawful authority vested in them pursuant to all applicable and substantive requirements; (2) THIS AGREEMENT is binding and valid and will be specifically enforceable against each party; and, (3) THIS AGREEMENT does not violate any presently existing provisions of law nor any applicable order, writ, injunction or decree of any court or government department, commission, board, bureau, agency or instrumentality applicable to such party.

- 10. That THIS AGREEMENT shall be deemed to take effect as of the date on which the duly authorized agents of the last of the parties hereto to execute THIS AGREEMENT affix their signatures.
- 11. This document shall be the final embodiment of THIS AGREEMENT by and between the COUNTY and MUNICIPALITY. No oral changes or modifications for THIS AGREEMENT shall be permitted or allowed. Changes or modification to THIS AGREEMENT shall be made only in writing and upon the necessary and proper signature of the COUNTY and MUNICIPALITY.
- 12. In the event that a court of competent jurisdiction shall hold any provisions of THIS AGREEMENT invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.
- 13. THIS AGREEMENT shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 14. Venue for enforcement of this agreement shall be in the courts of the Twelfth Judicial Circuit, Will County, Illinois.
- 15. Except for data shared and or/retained on a case by case basis for legitimate law enforcement purposes only, the MUNICIPALITY shall not share or transfer data collected from license plate reading cameras placed on or within COUNTY highways or rights-of-way with any federal, state, local, or private entity for purposes of creating or adding to a vehicle location service or database.
- 16. The MUNICIPALITY shall, apply to the Illinois State Archives Records Management Section to establish a specific records retention plan for all records generated by or maintained pursuant to the operation of license plate reading cameras. No permit to place cameras in the COUNTY's highways or rights-of-way shall be issued by the County Engineer until such time as the MUNICIPALITY presents evidence of a certified plan of records retention from the Illinois State Archives Record Retention Section.
- 17. Any license plate reading camera data in the possession of MUNICIPALITY and not otherwise exempt, is subject to disclosure to the general public under the Illinois Freedom of Information Act (FOIA), 5 ILCS 140/1, *et seq.* as a public record. In the event the County of Will (or any of its officers, agents, employees or officials) receives a request under FOIA for documents relating to this intergovernmental agreement or COUNTY's authorization for the MUNICIPALITY to install and operate license plate reading cameras on or within COUNTY highways or rights-of-way pursuant to this intergovernmental agreement, the MUNICIPALITY shall provide to the County of Will at no cost and within the timeframes required under FOIA, a copy of any such "public record" as required by FOIA and in compliance with the provisions of FOIA. MUNICIPALITY may identify any such records, or portions thereof, that it in good faith believes to be exempt from production, including its justification for such exemption.

Attachment: Agreement - New Lenox IGA for License Plate Cameras (21-32 : New Lenox IGA License Plate Reading)

MUNICIPALITY shall be responsible for any costs or damages associated with defending the request for exempt treatment.

18. Any notices under this Agreement shall be sent as follows:

If to the County:

Will County Engineer Will County Division of Transportation 16841 West Laraway Road Joliet, IL 60433 Will County State's Attorney Attention: Civil Division 57 N. Ottawa Street, 5<sup>th</sup> Floor Joliet, Illinois 60432

If to MUNICIPALITY:

Attention:

Village Attorney

- 19. The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.
- 20. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.
- 21. The term of this Agreement shall be for a period of three (3) years upon passage and approval by the Will County Board.

Dated at Joliet, Illinois this	day of	, 2021.
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WILL COUNTY

ATTEST

Will County Executive	Will County Clerk	
	(Seal)	
Dated at, Illinois, this	day of, 2	2021.
OF	ATTEST	
Mayor	Village Clerk	

### Exhibit A

### LIST OF LICENSE PLATE READING CAMERA LCOATIONS THAT ARE APPROVED FOR INSTALLATION AND OPERATION (OR THOSE PREVIOUSLY APPROVED NOW BEING DELETED)

LOCATION	EFFECTIVE DATE ADDED	EFFECTIVE DATE REMOVED	PERMIT NUMBER
At the NWC of Laraway Rd and			R-74-0021
Schoolhouse Rd			
At the SEC of Laraway Rd and			R-74-0022
Schoolhouse Rd			
South side of CH 74 approx. 40 ft east of CH 52			R-74-0023
West side of CH 4 approx. 90 ft south of CH 74			R-04-0008
West side of CH 52 approx. 200 ft south of US 30			R-52-0007
East side of CH 52 approx. 220 ft north of US 30			R-52-0008
East side of CH 4 approx. 190 ft north of Rt 6			R-04-0009
West side of CH 4 approx. 250 ft south of Rt 6			R-04-0010



# Confirming Award of Contract to Homer Tree Service, Inc. (\$73,370.00), Let on January 20, 2021, Countywide Tree Removal, All County Board Districts

WHEREAS, on January 20, 2021 bids were received and opened for public highway improvements under the jurisdiction of the County of Will; and

WHEREAS, the improvements shall be constructed using any combination of the following funds: County's allotment of Motor Fuel Tax funds, County RTA Tax funds, County Highway Tax Funds, County Matching Tax Funds, County Option Motor Fuel Tax Funds; and

WHEREAS, on February 2, 2021 the Public Works & Transportation Committee of Will County met to consider the bids; and

WHEREAS, the said committee determined that the following qualified bidder submitted the low bid as listed below for the work consisting of tree removal on various roadways along the County Highway System and all other associated work necessary to complete the improvement and did award the bid subject to the confirmation of this County Board.

BIDDER	JOB	AMOUNT
Homer Tree Service, Inc.	Countywide Tree Removal	\$73,370.00
16464 W 143rd Street	Various Roadways	
Lockport, IL 60441	Section 21-00000-01-GM	
	All County Board Districts	

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Will County confirms the award of the foregoing contract heretofore awarded by the Public Works & Transportation Committee subject to the confirmation hereby enacted.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES:Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Gould, VanDuyne,<br/>Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz,<br/>Cowan, Pretzel, Weigel, Freeman, KraulidisAWAY:Mueller

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

### PROJECT SUMMARY

LETTING - January 20, 2021

Section 21-00000-01-GM Countywide Tree Removal

**BIDDERS**:

Homer Tree Service, Inc.	
Clean Cut Tree Service, Inc.	

\$73,370.00 - LOW \$130,735.00

NO BID:

Endrizzi Contractors

Awarded Low Bidder – Homer Tree Service, Inc. Bid Amount – \$73,370.00 Estimated Start – Early March 2021 Estimated Completion – March 31, 2021

Scope of contract: This project consists of tree removal along various roadways throughout our highway system and other necessary work to complete this project.

During construction roadway will remain open with periodic lane closures with flaggers.



### Improvement by County Under the IL Highway Code for the Countywide Tree Removal, using MFT Funds (\$100,000.00), All County Board Districts

WHEREAS, by the County of Will, Illinois that the following described County Highways be improved under the Illinois Highway Code:

Countywide Tree Removal.

WHEREAS, the type of improvement shall consist of tree removal on various County Highways, located as designated in the Special Provisions and shall be designated as Section 21-00000-01-GM, All County Board Districts; and

WHEREAS, the improvement shall be constructed by contract.

NOW, THEREFORE, BE IT RESOLVED, that the improvement shall be constructed using the sum of \$100,000.00 from the County's allotment of Motor Fuel Tax funds.

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit four (4) certified copies of this Resolution to the regional office of the Illinois Department of Transportation through the office of the Director of Transportation/County Engineer.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis
 AWAY: Mueller

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.



### Confirming Award of Contract to "D" Construction, Inc. (\$226,644.28), Let on January 20, 2021, River Road (CH 44) Safety Improvements, County Board District #6

WHEREAS, on January 20, 2021 bids were received and opened for public highway improvements under the jurisdiction of the County of Will; and

WHEREAS, the improvements shall be constructed using any combination of the following funds: County's allotment of Motor Fuel Tax funds, County RTA Tax funds, County Highway Tax Funds, County Matching Tax Funds, County Option Motor Fuel Tax Funds; and

WHEREAS, on February 2, 2021 the Public Works & Transportation Committee of Will County met to consider the bids; and

WHEREAS, the said committee determined that the following qualified bidder submitted the low bid as listed below for the work consisting of HMA surface removal, HMA surface course, HMA pavement, level binder, aggregate base course, HMA shoulder, ditch grading, centerline and shoulder rumble strips and all other associated work necessary to complete the improvement and did award the bid subject to the confirmation of this County Board.

BIDDER	JOB	<u>AMOUNT</u>
"D" Construction, Inc.	River Road (CH 44)	\$226,644.28
1488 S. Broadway	Safety Improvements	
Coal City, IL 60416	Section 20-00034-09-SP	
	County Board District #6	

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Will County confirms the award of the foregoing contract heretofore awarded by the Public Works & Transportation Committee subject to the confirmation hereby enacted.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES:Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Gould, VanDuyne,<br/>Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz,<br/>Cowan, Pretzel, Weigel, Freeman, KraulidisAWAY:Mueller

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

### PROJECT SUMMARY

LETTING - January 20, 2021

Section 20-00034-09-SP River Road (CH 44) Safety Improvements

### BIDDERS:

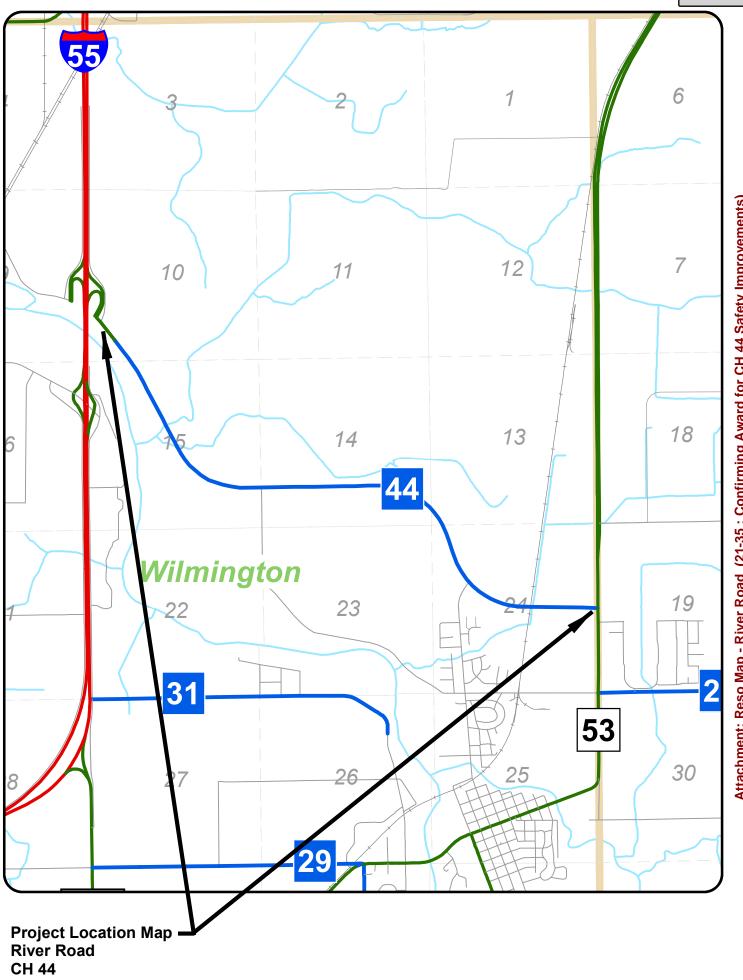
"D" Construction, Inc.	\$226,644.28 - LOW
P.T. Ferro Construction Co	\$259,676.31
Austin Tyler Construction, Inc.	\$289,256.84
Gallagher Asphalt Corporation	\$290,140.19

NO BID:

Awarded Low Bidder – "D" Construction, Inc. Bid Amount – \$226,644.28 Estimated Start – Early March 2021 Estimated Completion – May 17, 2021

Scope of contract: This project consists of HMA surface removal, HMA surface course, HMA pavement, level binder, aggregate base course, HMA shoulder, ditch grading, centerline and shoulder rumble strips, and all other associated work necessary to complete this project.

During construction roadway will remain open with periodic lane closures with flaggers.



Attachment: Reso Map - River Road (21-35 : Confirming Award for CH 44 Safety Improvements)

16.4.b



### Confirming Award of Contract to P.T. Ferro Construction Co. (\$540,962.56), Let on January 20, 2021, Jackson Road District Cherry Hill Road over Jackson Creek, County Board District #2 and District #6

WHEREAS, on January 20, 2021 bids were received and opened for public highway improvements under the jurisdiction of the County of Will; and

WHEREAS, the improvements shall be constructed using any combination of the following funds: Road District's allotment of Motor Fuel Tax funds and County Bridge Tax funds or County Highway Tax funds or County Matching Tax funds; and

WHEREAS, on February 2, 2021 the Public Works and Transportation Committee of Will County met to consider the bids; and

WHEREAS, the said committee determined that the following qualified bidder submitted the low bid as listed below for the work consisting of replacing a bridge within Jackson Township and all other associated work necessary to complete the improvement and did award the bid subject to the confirmation of this County Board.

BIDDER	JOB	<u>AMOUNT</u>
P.T. Ferro Construction Co.	Jackson Road District	\$540,962.56
P.O. Box 156	Cherry Hill Road over Jackson Creek	
Joliet, IL 60434-0156	Section 17-09106-00-BR	
	County Board District #2 and District	: #6

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Will County confirms the award of the foregoing contract heretofore awarded by the Public Works & Transportation Committee subject to the confirmation hereby enacted.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive LETTING - January 20, 2021

Section 17-09106-00-BR Jackson Township Road District Cherry Hill Road over Jackson Creek

### **BIDDERS**:

P.T. Ferro Construction Co.	\$540,962.66 – LOW
"D" Construction, Inc.	\$550,028.28
Austin Tyler Construction, Inc.	\$646,646.00
Riber Construction, Inc.	\$659,286.85
Herlihy Mid-Continent Co.	\$697,276.37
Alliance Contractors, Inc.	\$744,785.60

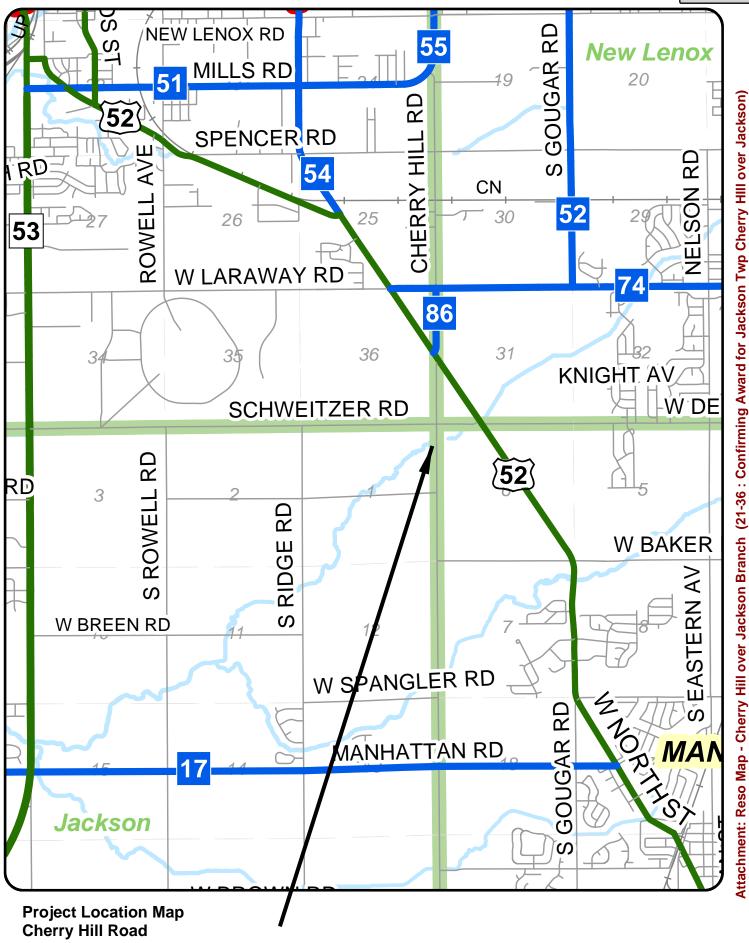
### NO BID:

**Dunnet Bay Construction** 

Awarded Low Bidder – P.T. Ferro Construction Co. Bid Amount – \$540,962.66 Estimated Start – Early March 2021 Estimated Completion – June 4, 2021

Scope of contract: This project consists of removal of the existing two span reinforced concrete slap bridge, construction of a single span PPC deck beam bridge on spill-thru abutments, 800 ft. of roadway work and all other associated work necessary to complete this project.

During construction roadway will be closed to all traffic.



over Jackson Branch

16.5.b



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Authorizing an Intergovernmental Agreement between the County of Will and the Crete Township Road District for Improvements at the Intersection of Exchange Street (CH 49) and Burville Road/Stoney Island Avenue, County Board District #1

WHEREAS, the County of Will and the Crete Township Road District are desirous of enhancing the free flow of traffic and insuring safety to the motoring public, by improvements at the intersection of Exchange Street (CH 49) and Burville Road/Stoney Island Avenue, Section 20-00086-26-RD, County Board District #1; and

WHEREAS, said improvements will be used by residents of Will County and of Crete Township and will be an asset to the County; and

WHEREAS, the Will County Public Works & Transportation Committee recommends approval of the intergovernmental agreement.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the Will County Executive to execute the attached intergovernmental agreement between the County of Will and the Crete Township Road District for the design and construction of the improvements at the intersection of Exchange Street (CH 49) and Burville Road/Stoney Island Avenue.

BE IT FURTHER RESOLVED, that said agreement is subject to the review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

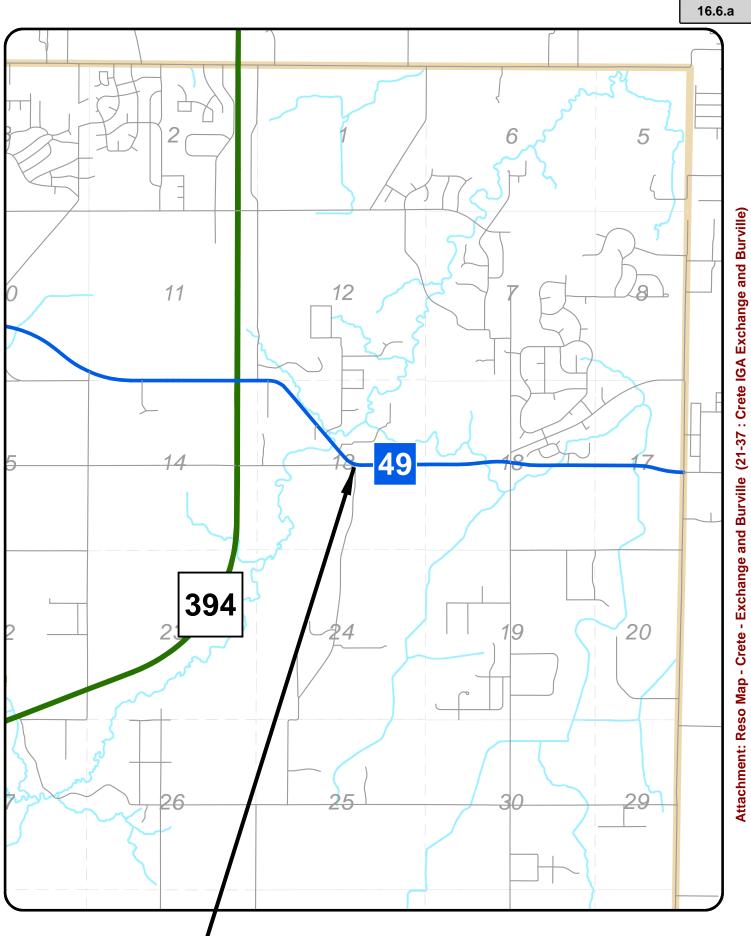
Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive Will County Board 21-37

16.6



Project Location Map Exchange Street Burville / Stoney Island

Intergovernmental Agreement Between the County of Will and the Crete Township Road District for Improvements at the Intersection of Exchange Street (CH 49) and Burville Road /Stoney Island Avenue, County Board District #1

WHEREAS, the County of Will and the Crete Township Road District are desirous of enhancing the free flow of traffic and insuring safety to the motoring public, by improvements at the intersection of Exchange Street (CH 49) and Burville Road/Stoney Island Avenue, County Board District #1; and

WHEREAS, said improvements will be used by residents of Will County and of the Crete Rownship and will be an asset to the County.

NOW, THEREFORE BE IT RESOLVED, that the Will County Board hereby approves and authorizes the Will County Executive to enter into the attached intergovernmental agreement between the County of Will and the Crete Township Road District for the design and construction of the improvements at the intersection of Exchange Street (CH 49) and Burville Road/Stoney Island Avenue.

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk of Will County are hereby authorized and directed to execute said agreement, subject to the review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Authorizing Approval of Supplemental Professional Services Agreement for Design Engineering Services (Phase II) with Crawford, Murphy & Tilly, Inc. on Laraway Road (CH 74) from Cedar Road (CH 4) West to Stonebridge Drive, County Board District #12

WHEREAS, the Director of Transportation/County Engineer requested a supplemental proposal for design engineering services for roadway and appurtenant work thereto on Laraway Road (CH 74) from Cedar Road (CH 4) west to Stonebridge Drive, Section 13-00138-37-PV, County Board District #12; and

WHEREAS, said roadway additional design engineering services are budgeted for in the current Division of Transportation budget.

NOW, THEREFORE, BE IT RESOLVED, that the County of Will enter into a supplemental professional services agreement with Crawford, Murphy & Tilly, Inc., 550 N Commons Drive, Suite 116, Aurora, IL for Laraway Road (CH 74) from Cedar Road (CH 4) west to Stonebridge Drive, Section 13-00138-37-PV.

BE IT FURTHER RESOLVED, that the compensation for the additional design engineering services (Phase II - contract plans and associate easement and right of way plats and legal descriptions) be according to the schedule of cost as listed in the agreement.

BE IT FURTHER RESOLVED, that there is approved the sum of \$263,617.36 from any combination of the following funds: County's allotment of Motor Fuel Tax funds, County RTA Tax funds, County Highway Tax Funds, County Matching Tax Funds, and County Option Motor Fuel Tax Funds.

BE IT FURTHER RESOLVED, that the County Executive and the County Clerk of Will County are hereby authorized to execute the supplemental professional services agreement subject to review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

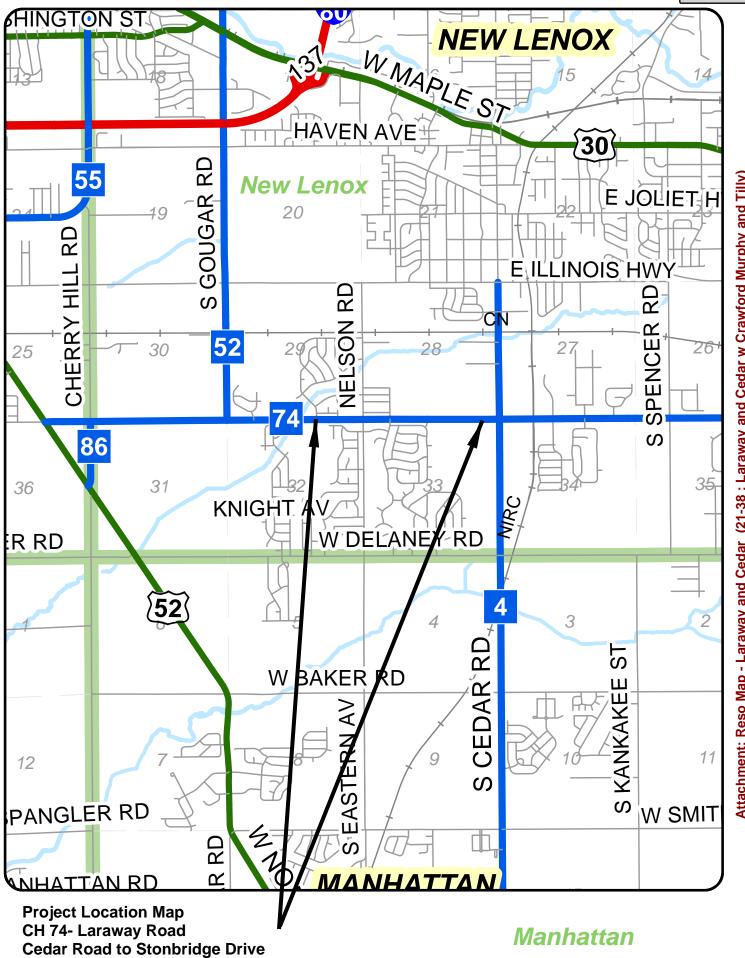
AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



Attachment: Reso Map - Laraway and Cedar(21-38 : Laraway and Cedar w Crawford Murphy and Tilly)

16.7.a

	SUPPLEMENT #1 16.7.b					
Municipality	L O C	Illinois Department of Transportation	C O	Name Crawford, Mur	phy & Tilly,	
Township	A L	Preliminary Engineering	N S U	Address 550 N. Commo	ons Drive, S	Suite 116
County Will	A G E N	Services Agreement For Motor Fuel Tax Funds	L T A N	City Aurora		Suite 116
Section 13-00138-37-PV	C Y		Т	State Illinois		
improvement of the above SECTION supervision of the State Department	NEER) N. Mot of Tra	nto this day of and covers certain professional engineer or Fuel Tax Funds, allotted to the LA by t nsportation, hereinafter called the "DEPA cribed under AGREEMENT PROVISION	he S RTN	services in connections of Illinois ur	nder the ge	bove Loca the neral or in par
		Section Description				
Name CH 74 - Laraway Road from	n Stor	ebridge Drive to Cedar Road (CH 4)				) .
Route CH 74 Length	1.40	Mi. 7400.00 FT		(Structure No.	N/A	)
Termini Laraway Rd West limit	near (	Stonebridge Dr; East limit at west leg of C	eda	r Rd intersection	1	
		n/rural roadway reconstruction/widening o lized intersection of Laraway Rd and Nels			n 2-3 lanes	
Agreement Provisions						
<ul> <li>The Engineer Agrees,</li> <li>To perform or be responsible for proposed improvements herein b</li> </ul>		erformance of the following engineering so described, and checked below:	ervi	ces for the LA, ir	n connectio	n with the
a. 🛛 Make such detailed surve	eys as	are necessary for the preparation of deta	iled	roadway plans		eparation
<ul> <li>b. Make stream and flood pl of detailed bridge plans.</li> </ul>	lain hy	draulic surveys and gather high water dat	ta, a	nd flood historie	es for the pr	
<ul> <li>c. X Make or cause to be made such soil surveys or subsurface investigations including borings and soil profiles and analyses thereof as may be required to furnish sufficient data for the design of the proposed improvement. Such investigations are to be made in accordance with the current requirements of the DEPARTMENT.</li> <li>d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.</li> <li>e. Prepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.</li> <li>f. Prepare Preliminary Bridge design and Hydraulic Report, (including economic analysis of bridge or culvert types) and high water effects on roadway overflows and bridge approaches.</li> <li>g. Make complete general and detailed plans, special provisions, proposals and estimates of cost and furnish the Luter of the setting of the plane.</li> </ul>						
d. Make or cause to be made such traffic studies and counts and special intersection studies as may be required to furnish sufficient data for the design of the proposed improvement.						
e. Drepare Army Corps of Engineers Permit, Department of Natural Resources-Office of Water Resources Permit, Bridge waterway sketch, and/or Channel Change sketch, Utility plan and locations, and Railroad Crossing work agreements.						
		ign and Hydraulic Report, (including econ vay overflows and bridge approaches.	iomi	c analysis of brid	dge or culve	ert types)
<ul> <li>with five (5) copies of the plans, special provisions, proposals and estimates. Additional copies of any of all documents, if required, shall be furnished to the LA by the ENGINEER at his actual cost for reproduction.</li> <li>h. Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.</li> </ul>						

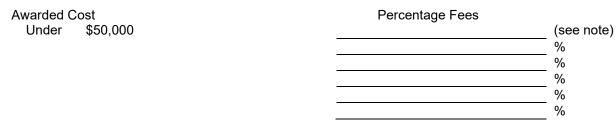
- h. X Furnish the LA with survey and drafts in quadruplicate of all necessary right-of-way dedications, construction easement and borrow pit and channel change agreements including prints of the corresponding plats and staking as required.
- Note: Four copies to be submitted to the Regional Engineer

- i. Assist the LA in the tabulation and interpretation of the contractors' proposals
- Prepare the necessary environmental documents in accordance with the procedures adopted by the DEPARTMENT's Bureau of Local Roads & Streets.
- k. Prepare the Project Development Report when required by the DEPARTMENT.
- (2) That all reports, plans, plats and special provisions to be furnished by the ENGINEER pursuant to the AGREEMENT, wi be in accordance with current standard specifications and policies of the DEPARTMENT. It is being understood that all such reports, plats, plans and drafts shall, before being finally accepted, be subject to approval by the LA and the DEPARTMENT.
- (3) To attend conferences at any reasonable time when requested to do so by representatives of the LA or the Department.
- (21-38 : Laraway and Cedar w Crawford Murphy and Tilly) (4) In the event plans or surveys are found to be in error during construction of the SECTION and revisions of the plans or survey corrections are necessary, the ENGINEER agrees that he will perform such work without expense to the LA, eve though final payment has been received by him. He shall give immediate attention to these changes so there will be a minimum delay to the Contractor.
- (5) That basic survey notes and sketches, charts, computations and other data prepared or obtained by the Engineer pursuant to this AGREEMENT will be made available, upon request, to the LA or the DEPARTMENT without cost and without restriction or limitations as to their use.
- (6) That all plans and other documents furnished by the ENGINEER pursuant to this AGREEMENT will be endorsed by him and will show his professional seal where such is required by law.

### The LA Agrees,

- 1. To pay the ENGINEER as compensation for all services performed as stipulated in paragraphs 1a, 1g, 1i, 2, 3, 5 and 6 i accordance with one of the following methods indicated by a check mark:
  - percent of the awarded contract cost of the proposed improvement as a. A sum of money equal to approved by the DEPARTMENT.
  - b. A sum of money equal to the percent of the awarded contract cost for the proposed improvement as approved by the DEPARTMENT based on the following schedule:

### Schedule for Percentages Based on Awarded Contract Cost



Note: Not necessarily a percentage. Could use per diem, cost-plus or lump sum.

Attachment: Agreement - Laraway and Cedar w Crawford, Murphy and Tilly 2. To pay for services stipulated in paragraphs 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k of the ENGINEER AGREES at actual cost of performing such work plus 212 percent to cover profit, overhead and readiness to serve - "actual cost" being define as material cost plus payrolls, insurance, social security and retirement deductions. Traveling and other out-of-pocket expenses will be reimbursed to the ENGINEER at his actual cost. Subject to the approval of the LA, the ENGINEER ma sublet all or part of the services provided under the paragraph 1b, 1c, 1d, 1e, 1f, 1h, 1j & 1k. If the ENGINEER sublets a or part of this work, the LA will pay the cost to the ENGINEER plus a five (5) percent service charge.

"Cost to Engineer" to be verified by furnishing the LA and the DEPARTMENT copies of invoices from the party doing the work. The classifications of the employees used in the work should be consistent with the employee classifications for the services performed. If the personnel of the firm, including the Principal Engineer, perform routine services that should normally be performed by lesser-salaried personnel, the wage rate billed for such services shall be commensurate with the work performed.

### Total Not to Exceed for Supplement #1: \$263,617.36

- 16.7.b
- 3. That payments due the ENGINEER for services rendered in accordance with this AGREEMENT will be made as soon as practicable after the services have been performed in accordance with the following schedule:
  - a. Upon completion of detailed plans, special provisions, proposals and estimate of cost being the work required by paragraphs 1a through 1g under THE ENGINEER AGREES to the satisfaction of the LA and their approval by the DEPARTMENT, 90 percent of the total fee due under this AGREEMENT based on the approved estimate of cost.
  - b. Upon award of the contract for the improvement by the LA and its approval by the DEPARTMENT, 100 percent of the total fee due under the AGREEMENT based on the awarded contract cost, less any amounts paid under "a" above.

By Mutual agreement, partial payments, not to exceed 90 percent of the amount earned, may be made from time to time as the work progresses.

- 4. That, should the improvement be abandoned at any time after the ENGINEER has performed any part of the services provided for in paragraphs 1a, through 1h and prior to the completion of such services, the LA shall reimburse the ENGINEER for his actual costs plus \_\_\_\_\_ percent incurred up to the time he is notified in writing of such abandonment -"actual cost" being defined as in paragraph 2 of THE LA AGREES.
- 5. That, should the LA require changes in any of the detailed plans, specifications or estimates except for those required pursuant to paragraph 4 of THE ENGINEER AGREEs, after they have been approved by the DEPARTMENT, the LA will pay the ENGINEER for such changes on the basis of actual cost plus \_\_\_\_\_\_ percent to cover profit, overhead and readiness to serve -"actual cost" being defined as in paragraph 2 of THE LA AGREES. It is understood that "changes" *a* used in this paragraph shall in no way relieve the ENGINEER of his responsibility to prepare a complete and adequate set of plans and specifications.

### It is Mutually Agreed,

- That any difference between the ENGINEER and the LA concerning their interpretation of the provisions of this Agreement shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA and a third member appointed by the two other members for disposition and that the committee's decision shall be final.
- 2. This AGREEMENT may be terminated by the LA upon giving notice in writing to the ENGINEER at his last known post office address. Upon such termination, the ENGINEER shall cause to be delivered to the LA all surveys, permits, agreements, preliminary bridge design & hydraulic report, drawings, specifications, partial and completed estimates and data, if any from traffic studies and soil survey and subsurface investigations with the understanding that all such material becomes the property of the LA. The ENGINEER shall be paid for any services completed and any services partially completed in accordance with Section 4 of THE LA AGREES.
- 3. That if the contract for construction has not been awarded one year after the acceptance of the plans by the LA and thei approval by the DEPARTMENT, the LA will pay the ENGINEER the balance of the engineering fee due to make 100 percent of the total fees due under this AGREEMENT, based on the estimate of cost as prepared by the ENGINEER an approved by the LA and the DEPARTMENT.
- 4. That the ENGINEER warrants that he/she has not employed or retained any company or person, other than a bona fide employee working solely for the ENGINEER, to solicit or secure this contract, and that he/she has not paid or agreed to pay any company or person, other than a bona fide employee working solely for the ENGINEER, any fee, commission, percentage, brokerage fee, gifts or any other consideration, contingent upon or resulting from the award or making of thi contract. For Breach or violation of this warranty the LA shall have the right to annul this contract without liability.

IN WITNESS WHEREOF, the parties have caused the AGREEMENT to be executed in quadruplicate counterparts, each of which shall be considered as an original by their duly authorized officers.

Executed	by the	LA:
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		Will County of the (Municipality/Township/County)		
ATTEST:		State of Illinois, acting by and through its		
Ву		County Board		
Will County	Clerk	Ву		
(Seal)		Title Will County Executive		
Executed by the ENGINEER:		Crawford, Murphy & Tilly, Inc.		
		550 North Commons Drive, Suite 116		
ATTEST:		Aurora, Illinois 60504		
Ву		By Kenn D. Nelson		
Title Senior Project Manager		Title Senior Vice President		

Date	
Department of Transpo	ortation

Regional Engineer

# **EXHIBIT "A"**

**CMT Scope of Services** 

### Supplement #1 – Detailed Scope of Additional Engineering Services

#### **Exhibit A: SUPPLEMENTAL SCOPE OF SERVICES**

### Will County Division of Transportation SUPPLEMENT #1 - Project Scope Description to Provide Phase II (Design) Services for Laraway Road – Stonebridge Drive to Cedar Road

### ENGINEERING SERVICES

#### General Project Information

This project was originally anticipated to begin in December 2017 and be completed by 12/18/2019. The project has been delayed due to right-of-way acquisition on the prerequisite project at the Cedar Road at Laraway Road intersection that makes up the eastern limits of this project. The project completion date will be extended approximately 2 years with and anticipated completion of 12/31/2021.

#### **Phase II Engineering - Detailed Scope of Services**

### 1. <u>Data Collection</u> NO OUT OF SCOPE/ADDITIONAL WORK

#### 2. Field Surveys and R.O.W. Services

Additional Work Description: Preparation of exhibits to aid in negotiations with specific property owners. These exhibits were in addition to the plats and plan sheets included in original scope.

- a. Western Apartment Buildings (Parcels 0005, 0006, 0007, 0008, 0009, 0011, 0013, & 0015): Exhibit prepared & submitted on 8/6/2019.
- b. Homeowners at the southeast corner of Laraway Road and Foxwood Drive: Exhibit requested by WCDOT on 8/26/2019. Prepared & submitted on 9/4/2019.
- c. CVS (Parcel 0027): Exhibits prepared & submitted on 9/20/2019.
- d. Creamery (parcel 0026): Exhibits requested by WCDOT on 10/4/2019. Prepared & submitted on 10/23/2019.
- e. Laraway Lanes (Parcel 0024): Exhibits requested by WCDOT on 10/15/2019. Prepared & submitted on 10/25/2019 & 10/28/2019.
- f. BMO Harris Bank (Parcel 0023): Exhibit requested by WCDOT on 1/27/2020. Prepared & submitted on 1/28/2020.
- g. Diehl Parcels (CMT parcel 0043 & GEC parcel 007): Original Exhibit requested by WCDOT on 8/7/2020. Prepared & submitted on 8/24/2020. Later exhibits prepared & submitted on 9/23/2020.

#### 3. Geotechnical Investigations and Reports:

Additional Work Description: IDOT Geotechnical Manual Chapter 3, Section 3.4.4.2 states Noise Abatement Walls should have Standard Penetration Test (SPT) borings to a minimum depth of 15 feet below the bottom of the proposed noise wall panel at a frequency of one boring every 200 feet.

Note: Subconsultant fees provided in <u>Attachment "A" Subconsultant Agreement Chicago Testing</u> <u>Laboratory (CTL).</u>

- a. CMT coordination with subconsultant.
- b. Review of soil investigation report

### 4. <u>Environmental Updates and Permitting:</u> NO OUT OF SCOPE/ADDITIONAL WORK

### 5. <u>Drain Tile Investigations</u>: NO OUT OF SCOPE/ADDITIONAL WORK

### 6. <u>Utility Coordination:</u>

Additional Work Description: At the project kickoff meeting, WCDOT requested CMT hire a utility potholing company to accurately locate underground utilities (specifically pipelines) during design. CMT created a separate task to track hours spent on this work, and the hours included in this supplement match the hours tracked within that task.

Note: Subconsultant Fee (Badger Excavating) included under the Direct Costs section of this amendment.

- a. Coordination between WCDOT and Badger Excavating to obtain R.O.W. Alteration Permit
- b. Coordination with BP Pipelines and Enterprise Products to scope & schedule work
- c. CMT staffing of construction work and field survey of work
- d. Survey download and incorporation into electronic files

### 7. <u>Erosion Control Design</u>: NO OUT OF SCOPE/ADDITIONAL WORK

### 8. Preliminary Roadway Design

Additional Work Description: Per scoping meeting direction by WCDOT, this project was originally scoped to meet ADA standards at future path/sidewalk crossings of cross-streets and driveways and to provide 10' wide earthen shelves behind back of curb to allow pedestrian accommodations to be added by others; however, in a letter dated 12/12/2017, the Village of New Lenox requested a 5' wide concrete sidewalk and a 10' wide HMA path to be designed and constructed as part of this contract. The Village indicated they are not interested in purchasing additional right-of-way specifically for pedestrian accommodations and requested CMT provide a cost estimate for the work that the Village would be responsible for paying. CMT completed preliminary design of the pedestrian accommodations to explore the feasibility of providing the requested pedestrian facilities and cost. The results of this preliminary design work were presented to the village in a memorandum on 2/27/2018. CMT created a separate task to track hours spent on this work, and the hours included in this supplement match the hours tracked within that task.

### New Lenox Proposed Pedestrian Accommodations Memorandum – 2/27/2018

- a. Conceptual alternative designs. Cross-sectional analysis of six path/sidewalk arrangements to explore feasibility of their implementation.
- b. Preparation of x-section exhibits representing the recommended pedestrian accommodations.
- c. Preparation of plan view exhibits representing the recommended pedestrian accommodations.
- d. Cost estimate of recommended pedestrian accommodations.

### 9. Roadway Plans (Per WCDOT Requirements)

"Phase I LDS Reevaluation and Updates" Work Description: In review of the Phase I Location Drainage Study, CMT discovered some issues that would require significant reevaluation of and updates to the LDS from just east of Nelson Road to the outlet at Jackson Branch Creek. This and other drainage concerns were communicated to WCDOT in an email on 8/13/2018 and discussed at a drainage coordination meeting on 8/29/2018. Out of this meeting came several recommendations that resulted in CMT completing extra work as described in the tasks below. CMT created a separate billing task to track hours spent on this work, and the hours included in this supplement match the hours tracked within that task.

- a. Phase I Reevaluation and Updates:
  - 1) Reevaluate and update the size, location, and drainage calculations of the western storm sewer trunk line such that the 10-yr event will flow without surcharge and the ponding will be eliminated east of Nelson Rd.
  - 2) Reevaluate and update inlet spacing and drainage calculations between 135+00 to 145+00 and route to detention basin 6-8 to eliminate bypass flows going directly into Jackson Branch Creek.
  - 3) Reevaluate and update ditches upstream from detention basin to ensure they tie into detention basin 6-8 instead of bypassing directly into Jackson Branch Creek.
  - 4) Redesign Profile and all other effected elements to introduce a sag vertical curve near 175+00. This is to ensure drainage patterns follow assumptions of Phase I LDS as far as flows that are split between detention facility 9-10 and detention basin 6-8. In the Phase I, the assumptions of the LDS were not met due to flows bypassing the assumed drainage split.
  - 5) Redesign storm sewer trunk line and all pipes downstream to accommodate the clearance requirements of the high-pressure gas pipelines owned by BP of America and Enterprise Products based upon physical locations determined in the field via vacuum truck locate.
  - 6) Memorandum to amend the Phase I LDS for Will County stormwater permit submittal.

"Eastern Project Limits Redesign" Work Description: In August 2020, CMT was informed that the eastern project limit for full reconstruction would be changed from STA 205+82.00 to near STA 196+00.00. Sheets at the eastern limits that were designed to meet the original future existing condition must be redesigned and re-labeled to account for this change. Additionally, the existing topographic model (TIN) that was made to represent the original future existing condition must be re-created to represent the new future existing condition (represented in scope item 9.b.). The plan sheet updates and other redesign that is required to accomplish this change is shown by estimating the number of hours per sheet in the table below (represented in scope item 9.c.).

- b. Eastern Project Limits Redesign Work New Future Condition TIN Model Creation & Topo File Creation
- c. Eastern Project Limits Redesign Work Plan Sheet Updates (and Associated Redesign)
  - 1) Typical Sections | Laraway Road
  - 2) Removal Plan | Laraway Road
  - 3) Suggested Sequence of Construction | Laraway Road Prestage
  - 4) Suggested Sequence of Construction | Laraway Road Stage 1A Typical Sections
  - 5) Suggested Sequence of Construction | Laraway Road Stage 1A
  - 6) Suggested Sequence of Construction | Laraway Road Stage 1B Typical Sections
  - 7) Suggested Sequence of Construction | Laraway Road Stage 1B
  - 8) Suggested Sequence of Construction | Laraway Road Stage 2A Typical Sections
  - 9) Suggested Sequence of Construction | Laraway Road Stage 2A
  - 10) Suggested Sequence of Construction | Laraway Road Stage 2B Typical Sections
  - 11) Suggested Sequence of Construction | Laraway Road Stage 2B
  - 12) Suggested Sequence of Construction | Laraway Road Stage 2C Typical Sections
  - 13) Suggested Sequence of Construction | Laraway Road Stage 2C
  - 14) Suggested Sequence of Construction | Laraway Road Stage 3 Typical Sections
  - 15) Suggested Sequence of Construction | Laraway Road Stage 3
  - 16) Roadway Plan and Profile | Laraway Road
  - 17) Drainage Plan and Profile | Laraway Road
  - 18) Drainage Schedules
  - 19) Roadway/Driveway/Sidewalk Grading Details | Eastern Limits
  - 20) Pavement Marking and Singing Plan | Laraway Road

Attachment: Agreement - Laraway and Cedar w Crawford, Murphy and Tilly (21-38 : Laraway and Cedar w Crawford Murphy and Tilly)

- 21) Soil Erosion and Sediment Control Plan | Laraway Road Pre Stage
- 22) Soil Erosion and Sediment Control Plan | Laraway Road Stage 1
- 23) Soil Erosion and Sediment Control Plan | Laraway Road Stage 2
- 24) Landscaping Plan | Laraway Road
- 25) Cross Sections | Laraway Road

"Eastern Multi-Use Path Design" Work Description: In December of 2020, CMT was informed that the Village of New Lenox requested WCDOT provide a 10' multi-use path east of Cardinal Drive on the south side of Laraway Road that will cross the south leg of Cedar Road. Due to the timing of the request, WCDOT was not able to include the eastern portion of this work in the Cedar Road intersection project, so WCDOT requested that all this work be included in the CMT contract. This request requires CMT to change the sidewalk to a 10' multi-use path on the south side of Laraway Road east of Cardinal Drive and extend that path approximately 1,600' east of the original project limits and across the south leg of Cedar Road and ending at the southeast quadrant of the intersection of Cedar Road and Laraway Road. The new crossing will require ADA ramp design and signal modifications to add pedestrian signal heads. While the original IDS considered future pedestrian crossings, the IDS must be revisited due to the amount of time since the original study. Some coordination will be required with IDOT to ensure this work can be completed under the ESR limits that were cleared as part of the Cedar Road intersection project, and to potentially extend the expiration date of these ESR clearances with IDOT if required (current expiration: August 21<sup>st</sup>, 2022)

- d. Eastern Multi-Use Path Design IDS update
- e. Eastern Multi-Use Path Design IDOT Coordination (ESR)
- f. Eastern Multi-Use Path Design Plan Sheet Update Estimate (And Associated Redesign)
  - 1) Typical Sections | Laraway Road
  - 2) Removal Plan | Laraway Road
  - 3) Suggested Sequence of Construction | Laraway Road Stage 3
  - 4) Roadway Plan and Profile | Laraway Road
  - 5) Roadway/Driveway/Sidewalk Grading Details
  - 6) Soil Erosion and Sediment Control Plan | Laraway Road Stage 2
  - 7) Landscaping Plan | Laraway Road
  - 8) Traffic Signal Plan | Laraway Rd and Cedar Rd Intersection
  - 9) Traffic Signal Cable Plan | Laraway Rd and Cedar Rd Intersection
  - 10) Cross Sections | Laraway Road
- g. "Special Drainage Structure Design" Work Description: A unique drainage solution must be designed on the south side of Laraway Road between approximate station 174+40 to approximate station 175+75. This area is particularly complicated and will require a standalone detail sheet along with notations on several other plan disciplines. This drainage solution must create a junction between the existing pipe culvert that outlets into the existing subdivision to the south, the new cross-road culvert, and ditch flows from both the east and west. Further complicating this design is the close proximity of a proposed contractor designed retaining wall/noisewall near the right-of-way line. The proximity of the sidewalk also complicates matters and may result in the need of small retaining walls and/or railing in some locations.
- h. Additional Plan Submittals: CMT will likely be required to package and submit another prefinal submittal to IDOT BLRS once a construction letting is chosen for this project. Also, since this project was originally scoped, it has become customary for IDOT to require a "Final Check Set" submittal in addition to the other scoped submittals:
  - 1) Second Prefinal Plan Submittal
  - 2) Final Check Set Plan Submittal

### 10. Specifications and Quantities

Additional Work Description: CMT will likely be required to package and submit another prefinal submittal to IDOT BLRS once a construction letting is chosen for this project. Also, since this project was originally scoped, it has become customary for IDOT to require a "Final Check Set" submittal in addition to the other scoped submittals. Specifications, quantities, estimates of time, and engineer's estimates of probable costs will be required for these additional submittals:

### a. Specifications

- 1) Second prefinal specifications for roadway items
- 2) Final check set specifications for roadway items
- b. Summary of Quantities Computations for all pay items.
  - 1) Second prefinal quantities for roadway items
  - 2) Final check set quantities for roadway items
- c. An estimate of time will be prepared for the primary pay items and the anticipated construction staging method. (final check set submittal)
- d. An engineer's estimate of probable construction cost will be prepared in unit price format for all proposed pay items. (second prefinal and final check set submittals)

## **11.** <u>Construction Phase Services</u> NO OUT OF SCOPE/ADDITIONAL WORK

## Project Management Tasks

### 12. Meetings/Coordination

a. Additional coordination with WCDOT staff.

## **13.** <u>Quality Management Plan</u> NO OUT OF SCOPE/ADDITIONAL WORK

### 14. Project Administration

Additional Work Description: The project duration has doubled since the time of original scoping. Recurring project administration task effort is updated accordingly.

- a. Preparation of monthly progress reports and narratives
- b. Personnel planning and scheduling monitoring
- c. Internal project team meetings
- d. Project Invoicing/Review of subconsultant invoices

# **EXHIBIT "B"**

# **CMT Cost Estimate of Consultant Services (CECS)**

### Laraway Road - Stonebridge Drive to Cedar Road - Phase II

Local Agency: Section No.:

Route:

Method of Compensation:

Cost Plus Fixed Fee 1 Cost Plus Fixed Fee 2

Cost Plus Fixed Fee 3

Χ	14.5%[DL + R(DL) + OH(DL) + IHDC]
	14.5%[DL + R(DL) + 1.4(DL) + IHDC]
	14.5%[(2.3 + R)DL + IHDC]

Will County

*Firm's <b>approved rates</b> on file with DOT'S Bureau of Accounting and Auditing:
Overhead Rate (OH) <u>172.42%</u> Complexity Factor '® <u>0.00</u> Calendar Days <u>365</u>

### Cost Estimate of Consultant's Services in Dollars

	Element of Work	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by others	In-House Direct Costs (IHDC)	Profit	Total	% of Grand Total
				Ph	ase II Tasks					
1	Data Collection	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
2	Field Surveys/ROW Services	52.0	\$41.10	\$2,137.03	\$3,684.66	\$0.00	\$0.00	\$844.14	\$6,665.83	2.53%
3	Geotechnical Investigations	20.0	\$37.87	\$757.44	\$1,305.98	\$64,147.70	\$0.00	\$299.20	\$66,510.31	25.23%
4	Environmental Permitting	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$6,884.00	\$998.18	\$7,882.18	2.99%
5	Drain Tile Investigation	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
6	Utility Coordination	34.0	\$39.79	\$1,352.87	\$2,332.62	\$0.00	\$3,653.66	\$1,064.18	\$8,403.32	3.19%
7	Erosion Control Design	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
8	Preliminary Roadway Design	167.0	\$38.92	\$6,499.62	\$11,206.64	\$0.00	\$0.00	\$2,567.41	\$20,273.67	7.69%
9	Roadway Plans	852.0	\$41.63	\$35,471.63	\$61,160.19	\$0.00	\$1,075.20	\$14,167.52	\$111,874.54	42.44%
10	Specifications & Quantities	146.0	\$34.79	\$5,078.70	\$8,756.69	\$0.00	\$400.00	\$2,064.13	\$16,299.51	6.18%
11	Construction Phase Services	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
				Project N	lanagement Tas	sks				
12	Meetings/Coordination	40.0	\$47.64	\$1,905.58	\$3,285.59	\$0.00	\$0.00	\$752.72	\$5,943.89	2.25%
13	Quality Management Plan	0.0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	0.00%
14	Project Administration	140.0	\$45.26	\$6,336.26	\$10,924.98	\$0.00	\$0.00	\$2,502.88	\$19,764.11	7.50%
Tot	als	1451.0	\$41.03	\$59,539.11	\$102,657.34	\$64,147.70	\$12,012.86	\$25,260.35	\$263,617.36	100.00%

## Supplement #1

# Auditing:

## Man Hour Estimate for Consulting Services (Total Project)

## Crawford, Murphy, and Tilly, Inc.

## Summary of Man Hours

	Item	CMT Total
		Hours
	Phase II Tasks	
1	Data Collection	0.0
2	Field Surveys/ROW Services	52.0
3	Geotechnical Investigations	20.0
4	Environmental Permitting	0.0
5	Drain Tile Investigation	0.0
6	Utility Coordination	34.0
7	Erosion Control Design	0.0
8	Preliminary Roadway Design	167.0
9	Roadway Plans	852.0
10	Specifications & Quantities	146.0
11	Construction Phase Services	0.0
	Project Management Tasks	
12	Meetings/Coordination	40.0
13	Quality Management Plan	0.0
14	Project Administration	140.0
	Total Project Hours:	1,451.0

## Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

1	Data Collection	<u>CMT Hours</u>
	NO OUT OF SCOPE/ADDITIONAL WORK	0
	Sub - total	0
2	Field Surveys/ROW Services	
2.a	Western Apartment Building ROW Negotiation Exhibit	8
2.b	Homeowners @ SE Corner of Laraway/Foxwood ROW Negotiation Exhibit	4
2.c	CVS ROW Negotiation Exhibits	4
2.d	Creamery ROW Negotiation Exhibits	4
2.e	Laraway Lanes ROW Negotiation Exhibits	4
2.f	BMO Harris Bank ROW Negotiation Exhibit	4
2.g	Diehl Parcels ROW Negotiation Exhibits	24
	Sub - total	52
3	Geotechnical Investigations	
3.a 3.b	Coordination with Subconsultant (Includes obtaining right-of-way alteration permit) Review of soil investigation report	12 8
	Sub - total	20
4	Environmental Permitting	
	NO OUT OF SCOPE/ADDITIONAL WORK	0
	Sub - total	0
5	Drain Tile Investigation	
	NO OUT OF SCOPE/ADDITIONAL WORK	0
	Sub - total	0
6	Utility Coordination	
6.a	Coordination to obtain right-of-way alteration permit	4
6.b	Coordination with pipeline companies to scope & schedule work	4
6.c	CMT staffing of construction work and field survey of work	16
6.d	Survey download and incorporation into electronic files	10
	Sub - total	34

#### 7 Frosion Control Design

	Control Design
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	NO OUT OF SCOPE/ADDITIONAL WORK	0
	Sub - total	0
8	Preliminary Roadway Design	
	New Lenox Proposed Pedestrian Accommodations Memorandum (2/27/2018)	
8.a	Conceptual Alternative Designs	130
8.b	X-Section Exhibits (Recommended Pedestrian Accomodations)	16
8.c	Plan View Exhibits (Recommended Pedestrian Accomodations)	16
8.d	Cost Estimate (Recommended Pedestrian Accomodations)	5

Sub - total

## Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

#### **Roadway Plans** 9

9.a	Phase I LDS Reevaluation and Updates										
	Reevaluate and update the size, location, and drainage calculations of the western st	orm sewer trunk	line to	105							
	1) eliminate surcharge in trunk line sewer and ponding east of Nelson Rd			105							
	, Reevaluate and update inlet spacing and drainage calculations between 135+00 and	145+00 to ensu	re capture	40							
	$^{2)}$ and release into detention basin 6-8										
	3) Reevaluate and update ditches near west end to ensure capture and release into detention basin 6-8										
	4) Redesign profile to create sag vertical curve near 175+00 to route flows according to	Phase I assump	otions	80							
	5) Redesign storm sewer trunk line downstream of HP Gas pipelines based on requirement	ents and physic	al locate	60							
	6) Memorandum to amend Phase I LDS			60							
9.b	Eastern Project Limits Redesign Work - New Future Condition TIN Model Creation &	Topo File Creati	ion	32							
9.c	Eastern Project Limits Redesign Work - Plan Sheet Update Estimate	No. Sheets	Hours/Sheet	<u>Total</u>							
	Typical Sections   Laraway Road	1	1	1							
	Removal Plan   Laraway Road	1	2	2							
	Suggested Sequence of Construction   Laraway Rd - Prestage	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 1A Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 1A	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 1B Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 1B	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 2A Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 2A	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 2B Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 2B	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 2C Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 2C	1	3	3							
	Suggested Sequence of Construction   Laraway Rd - Stage 3 Typ. Sections	1	1	1							
	Suggested Sequence of Construction   Laraway Rd - Stage 3	1	3	3							
	Roadway Plan and Profile   Laraway Road	1	6	6							
	Drainage Plan and Profile   Laraway Road	1	8	8							
	Drainage Schedules	1	2	2							
	Roadway/Driveway/Sidewalk Grading Details   Eastern Limits	1	24	24							
	Pavement Marking and Signing Plan   Laraway Road	1	4	4							
	Soil Erosion and Sediment Control Plan   Laraway Road - Pre Stage	1	1	1							
	Soil Erosion and Sediment Control Plan   Laraway Road - Stage 1	1	2	2							
	Soil Erosion and Sediment Control Plan   Laraway Road - Pre Stage	1	2	2							
	Landscaping Plan   Laraway Road	1	2	2							
	Cross Sections – Laraway	2	4	8							
		S	ub-task total =	89							
9.d	Eastern Multi-Use Path Design - IDS Update			24							

4

9.f	Eastern Multi-Use Path Design - Plan Sheet Update Estimate	No. Sheets	Hours/Sheet	<u>Total</u>
	Typical Sections   Laraway Road	1	2	2
	Removal Plan   Laraway Road	1	2	2
	Suggested Sequence of Construction   Laraway Rd - Stage 3	1	4	4
	Roadway Plan and Profile   Laraway Road	6	4	24
	Roadway/Driveway/Sidewalk Grading Details   Laraway Road	2	16	32
	Soil Erosion and Sediment Control Plan   Laraway Road - Stage 2	2	4	8
	Landscaping Plan   Laraway Road	6	2	12
	Traffic Signal Plan   Laraway Rd and Cedar Rd Intersection	1	12	12
	Traffic Signal Cable Plan   Laraway Rd and Cedar Rd Intersection	1	12	12
	Cross Sections   Laraway Road	16	2	32
		S	ub-task total =	138
9.g	Special Drainage Structure Design			80
9.h	Additional Plan Submittals			
	1) Second Prefinal Plan Submittal			50
	2) Final Check Set Plan Submittal			50
	Sub - total			

16.7.b

CECS - Laraway Road - Supplement 1 - FINAL

9.e

852

## Man Hour Estimate for Consulting Services (Total Project)

Crawford, Murphy, and Tilly, Inc.

#### **Specifications & Quantities** 10

10.a	Specifications		
	Second Pre-final Specifications Submittal (Likely for New IDOT Letting Schedule)	40	
	Final Check Set Specifications Submittal (IDOT typically requires this additional submittal)	20	
10.b	Quantities	10	
	Second Pre-final Submittal	40	
40	Final Check Set Submittal	20	
10.c	Estimate of Time	0	
10 -	Final Check Set Submittal	6	
10.d	Engineers Estimate of Probable Cost	10	
	Second Pre-final Submittal	10	
	Final Check Set Submittal	10	
	Sub - total		146
11	Construction Phase Services		
	NO OUT OF SCOPE/ADDITIONAL WORK	0	
	Sub - total		0
12	Meetings/Coordination		
12.a	Additional coordination with WCDOT	40	
	Sub - total		40
13	Quality Management Plan		
	NO OUT OF SCOPE/ADDITIONAL WORK	0	
	Sub - total		0
14	Project Administration		
14.a	Monthly Progress Reports/Narratives	48	
14.b	Personnel Planning and Scheduling	32	
14.c	Internal Team Meetings	48	
14.d	Project Invoicing	12	
	Sub - total		140

1

## **AVERAGE HOURLY PROJECT RATES**

FIRM PSB **PRIME/SUPPLEMENT** 

Crawford, Murphy & Tilly, Inc.

DATE 10/09/20

SHEET

and Cedar w Crawford Murphy and OF 3 PAYROLL AVG TOTAL PROJECT RATES Field Surveys/ROW Servi Geotechnical Investigations Environmental Permitting Drain Tile Investigatic Data Collection : Laraway HOURLY % Hours Wgtd Hours % Wgtd Hours % Wgtd % Wgtd Hours % Wgtd Hours % ۷ Hours **CLASSIFICATION** RATES Part. Part. Part. Part. Part. Part. Avg Avg Avg Avg Avg Principal 75.00 0 65.40 10 Senior Project Engineer 0.69% 0.45 (21-38 : 52.76 306 Project Engineer 21.09% 11.13 6 11.54% 6.09 Senior Engineer 41.60 590 16.92 36 69.23% 28.80 12 40.66% 60.00% 24.96 Senior Technical Manager 47.84 0 and Tilly 32.28 343 Engineer 23.64% 19.23% 6.21 40.00% 7.63 10 8 12.91 28.16 Planner 0 Registered Land Surveyor 45.24 0 Murphy 39.56 112 Senior Technician 7.72% 3.05 Technician II 30.42 82 5.65% 1.72 24.68 Technician I 0 Crawford, 24.80 8 Administrative Assistant 0.55% 0.14 ≥ Cedar and Laraway 11 Attachment: Agreement TOTALS 100% 0% 1451 100% \$41.03 0 0.00% \$0.00 52 100% \$41.10 20 \$37.87 0 0% \$0.00 0 £

## **AVERAGE HOURLY PROJECT RATES**

					A	VERAG	SE HO	OURL	Y PRO	JECT R	RATES								
IRM	Crawford,	Murphy	& Tilly, Ind	C.															
SB														DATE		10/09/20	<u>)</u>		
PRIME/SUPPLEMENT														SHEET		2	OF	3	_
PAYROLL	AVG	Utility Cod	ordination		Erosion (	Control Des	ign	Prelimina	ary Roadwa	y Design	Roadway	Plans		Specifica	ations & Qua	antities	Construc	tion Phase	Servi
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.		Hours	% Part.	Wgtd Avg	Hours	% Part.		Hours		Wgtd Avg	Hours	% Part.	W A
Principal	75.00			Ŭ			<b>_</b>			Ŭ			Ŭ			Ŭ			
Senior Project Engineer	65.40																		
Project Engineer	52.76	2	5.88%	3.10				10	5.99%	3.16	190	22.30%	11.77	6	4.11%	2.17			
Senior Engineer	41.60	23	67.65%	28.14				97	58.08%	24.16	350	41.08%	17.09	42	28.77%	11.97			
Senior Technical Manager	47.84																		
ngineer	32.28	9	26.47%	8.54				60	35.93%	11.60	200	23.47%	7.58	18	12.33%	3.98			_
lanner	28.16																		-
egistered Land Surveyor	45.24																		
Senior Technician	39.56 30.42										112	13.15%	5.20	00	E 4 700/	40.07			
echnician I	24.68													80	54.79%	16.67			-
Administrative Assistant	24.80																		-
	24.00																		
											┨──┤						┨──┤		┨──
																			-
TOTALS		34	100%	\$39.79	0	0%	\$0.00	167	100%	\$38.92	852	100%	\$41.63	146	100%	\$34.79	0	0%	\$

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DF-824-039 REV 12/0 16.7.b

PREPARED BY THE AGREEMENTS UNIT

## **AVERAGE HOURLY PROJECT RATES**

				AVE	RAGE	HOUF	RLY PRO	JECT I	RATES							
FIRM	Crawford,	Murphy	& Tilly, Ind	<b>C</b> .												ې ح
PSB	<u></u>		, <b>,</b>								DATE		10/09/20			le l
PRIME/SUPPLEMENT											DAIL		10/03/20	-		Ne.
											SHEET		3	OF	3	- Merc
PAYROLL	AVG	Meetings/	Coordinatio	n	Quality N	lanagement	t Plan	Project A	Administrati	on						
	HOURLY	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	Wgtd	Hours	%	v 10,
CLASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	ź,
Principal	75.00															
Senior Project Engineer	65.40							10	7.14%	4.67						F
Project Engineer	52.76	30	75.00%	39.57				62	44.29%	23.37						5
Senior Engineer	41.60							30	21.43%	8.91						_ °
Senior Technical Manager	47.84															ŢĘ
Engineer	32.28	10	25.00%	8.07				28	20.00%	6.46						
Planner	28.16															<b>−</b> ≥
Registered Land Surveyor	45.24															
Senior Technician	39.56														<u></u>	<u>با</u>
Technician II	30.42							2	1.43%	0.43						
Technician I	24.68															$\Box$
Administrative Assistant	24.80							8	5.71%	1.42						
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TOTALS		40	100%	\$47.64	0	0%	\$0.00	140	100%	\$45.26	0	0%	\$0.00	0	0%	\$. ∆#3

DF-824-039 REV 12 16.7.b

## PREPARED BY THE AGREEMENTS UNIT

## **Development of Project Hourly Rates (IDOT Method)**

Crawford, Murphy, and Tilly, Inc.

ltem	2017 Actual Rate	2018 Projected @ 3.0% Increase	2019 Projected @ 3.0% Increase	2020 Projected @ 3.0% Increase	2021 Projected @ 3.0% Increase	2022 Projected @ 3.0% Increase		
Average Hourly Rate as a Percent of 2017 Rate	100.0%	103.0%	106.1%	109.3%	112.6%	115.9%		
Estimated Months of Contract in Given Year	0	0	0	12	12	0		
% of Project Duration	0.00%	0.00%	0.00%	50.00%	50.00%	0.00%		
Extension	0.000	0.000	0.000	0.546	0.563	0.000		
Weighted Project Hourly Rate Multiplier	Note: Sala	Note: Salary Adjustments are Given on January 1 of Each Year						

Project Duration: January 1, 2020 to December 31 , 2021 =

24 months

16.7.b

## Computation of Prorated Project Hourly Rates

Crawford, Murphy, and Tilly, Inc.

Classification	Actual 2017 Average Hourly Rate	Weighted Hourly Rate Multiplier	Project Hourly Rates *
Principal	\$77.58	1.1091	\$75.00
Senior Project Engineer	\$58.97	1.1091	\$65.40
Project Engineer	\$47.57	1.1091	\$52.76
Senior Engineer	\$37.51	1.1091	\$41.60
Senior Technical Manager	\$43.13	1.1091	\$47.84
Engineer	\$29.10	1.1091	\$32.28
Planner	\$25.39	1.1091	\$28.16
Registered Land Surveyor	\$40.79	1.1091	\$45.24
Senior Technician	\$35.67	1.1091	\$39.56
Technician II	\$27.43	1.1091	\$30.42
Technician I	\$22.25	1.1091	\$24.68
Administrative Assistant	\$22.36	1.1091	\$24.80

\* Rates to be applied to all project work tasks

## **Estimate of Direct Costs**

Crawford, Murphy, and Tilly, Inc.

1	Data Collection		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
2	Field Surveys/ROW Services		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
3	Geotechnical Investigations		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
4	Environmental Permitting		
a b	Permit Review Fee - SESC Plan Review Will-S. Cook SWCD WCLUD (Iso. Wetlands & Stormwater) - Waived by County Eng?	\$6,884.00 \$0.00	
	Sub - total		\$6,884.00
5	Drain Tile Investigation		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
6	Utility Coordination		
a.	Badger Daylighting Invoice (10/31/2018)	\$3,653.66	
	Sub - total		\$3,653.66
7	Erosion Control Design		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
8	Preliminary Roadway Design		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00

16.7.b

## **Estimate of Direct Costs**

9	Roadway Plans		
а	Printing: Second Prefinal Plans 384 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$537.60	
b	Printing: Final Check Set Plans 384 Sheets/set x 10 sets (11"x17" sheets) x \$.14/sheet	\$537.60	
	Sub - total		\$1,075.20
10	Specifications & Quantities		
а	Printing: Prefinal Submittal 200 Sheets/set x 10 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$200.00	
b	Printing: Final Submittal 200 Sheets/set x 10 sets (8 1/2" x 11" sheets) x \$.10/sheet	\$200.00	
	Sub - total		\$400.00
11	Construction Phase Services		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
12	Meetings/Coordination		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
13	Quality Management Plan		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00
14	Project Administration		
а	No Direct Costs	\$0.00	
	Sub - total		\$0.00

# **ATTACHMENT "A"**

**Sub-Consultant Agreement** 

**Chicago Testing Laboratory, Inc.** 

Scope and Man-hours for Geotechnical Services 16.7.b



## Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.2851 f 630.393.2857 w chicagotestinglab.com e info@chicagotestinglab.com

Testing • Inspection • Training • Consulting • Research • Geotechnical

January 18, 2021

Mr. Kelly D. Farley, P.E. Senior Project Manager Crawford, Murphy & Tilly 550 N Commons Drive, Suite 116 Aurora, IL 60504

Re: Geotechnical Engineering Services – Scope of Work Laraway Road Noise Walls Stonebridge Dr to Cardinal Dr New Lenox, IL

CTL Proposal No. CTL21019

Dear Mr. Farley,

*Chicago Testing Laboratory, Inc. (CTL)* is pleased to present this cost estimate for completing a geotechnical subsurface investigation for the Laraway Road Noise Walls from Stonebridge Drive to Cardinal Drive in New Lenox, IL. Based on preliminary information provided by CMT, the proposed improvements will include constructing a total of eight (8) noise walls along Laraway Road within the project limits on existing and/or proposed right-of-way near the residential neighborhoods.

### **Scope of Work**

Chicago Testing Laboratory will provide the following Professional Services:

- **1.** Coordinate site access with Will County DOT, including any necessary site access permits. Site access to the private properties will be provided by CMT.
- **2.** Lay out boring locations and coordinate utility clearance with the State of Illinois One call system (aka JULIE).
- **3.** Coordinate the drilling program using a subcontractor drilling firm and coordinate traffic control using a subcontracting firm, if necessary.
- 4. Perform a total of twenty-six (26) soil borings along Laraway Road at the eight (8) noise wall locations to a depth of 20 feet each below ground surface (bgs) for a total linear footage of 520 feet. Borings will be completed near the location of the proposed noise walls but may be relocated due to overhead and/or underground utilities as well as site access. Soil sampling will be completed at 2.5-foot intervals to the boring termination depths in accordance with the most recent addition of the ASTM standards including D1586, D1587 and D2113. After completion, the borings will be backfilled with soil cuttings and surface patched with non-shrink grout, where applicable.



- 5. Prepare field logs with the results of field testing and visual descriptions of the soils encountered and retain representative soil samples of the subsurface materials from each boring for geotechnical analysis. CTL will perform pocket penetrometer and IDOT Rimac testing to determine the compressive strength of all cohesive soils. Soil samples will be placed in airtight jars and delivered to CTL's laboratory for additional testing.
- 6. Perform a laboratory investigation to determine the physical characteristics of the soils encountered. Scope of laboratory testing is dependent on the soils encountered during the investigation. Laboratory testing will include, but not limited to, moisture contents, Atterberg limits, gradations, organic contents, and dry unit weights.
- 7. Prepare a Structural Geotechnical Report (SGR) for each noise wall structure (a total of eight (8) reports) based on the results of the field investigation, laboratory testing and engineering analysis for the proposed improvements. The report will include a synopsis of the conditions encountered, geotechnical design parameters, and other geotechnical and construction recommendations pertinent to the project.

### Closure

We appreciate the opportunity to work with you as your Geotechnical Engineering consultant. Please contact me if you require any additional information.

### Respectively Submitted, CHICAGO TESTING LABORATORY

Jeffiery A Katter

Jeffrey A. Rothamer, P.E. Project Manager

Rout

Riyad Wahab, PhD, P.E. Senior Geotechnical Engineer

## PAYROLL ESCALATION TABLE ANNIVERSARY RAISES COST PLUS FIXED FEE

FIRM NAME PRIME/SUPPLEMENT	Chicago Testing Laboratory, Inc. Crawford, Murphy & Tilly		DATE 01/18/21 PTB NO. 195	_
	CONTRACT TERM	12 MONTHS	OVERHEAD RATE	223.17%
	START DATE	3/1/2021	COMPLEXITY FACTOR	0
	RAISE DATE	ANNIVERSARY	% OF RAISE	3.00%

## **ESCALATION PER YEAR**

## DETERMINE THE MID POINT OF THE AGREEMENT

## 6

## CALCULATE THE ESCALATION FACTOR TO THE MIDPOINT OF THE CONTRACT

1.50%

The total escalation for this project would be: 1.50%

16.7.b

Attachment: Agreement - Laraway and Cedar w Crawford, Murphy and Tilly (21-38 : Laraway and Cedar w Crawford Murphy and Tilly)

# **PAYROLL RATES**

Chicago Testing Laborate DATE Crawford, Murphy & Tilly 195

01/18/21

1.50%

FIRM NAME **PRIME/SUPPLEMENT** PTB NO.

### **ESCALATION FACTOR**

12

CLASSIFICATION	CURRENT RATE	CALCULATED RATE
Project Manager	\$46.15	\$46.84
Senior Geotechnical Engineer	\$60.00	\$60.90
Principal	\$73.95	\$75.06
		\$0.00
		\$0.00
		\$0.00
		\$0.00
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**ANNIVERS** 

PREPARED BY THE CONSULTANT

BDE 3604 Template (Rev. 10/31/16)

## COST PLUS FIXED FEE COST ESTIMATE OF CONSULTANT SERVICES

	FIRM	Chicago Tes	ting Laborat	ory, Inc.						DATE	01/18/21
	РТВ	195			OVERHEAD	RATE		2.2317			
	PRIME/SUPPLEMENT	Crawford, M	urphy & Tilly		COMPLEXIT	Y FACTOR		0			
					12						
DBE DROP				OVERHEAD	IN-HOUSE		Outside	SERVICES			% OF
BOX	ITEM	MANHOURS	PAYROLL	& FRINGE BENF	ANNIVERSARY COSTS	FIXED FEE	Direct	BY OTHERS	DBE	TOTAL	GRAND TOTAL
BUX		(A)	(B)	(C)	(D)	(E)	Costs (F)	(G)	TOTAL (H)	(B-G)	TOTAL
	Coordination and Layout	(4)	1,124.21	2,508.91	65.00	415.96	(F)	(0)	(п)	4,114.08	6.32%
	Field Exploration	40	1,873.69	4,181.51	325.00	693.27	15,310.00			22,383.47	34.36%
	Laboratory Testing	4	187.37	418.15		69.33	10,010.00			7,829.85	12.02%
	SGRs	160	7,944.61	17,729.98	.,	2,939.50				28,614.09	43.92%
	Permits	4	187.37	418.15	450.00	69.33				1,124.85	1.73%
	Administration	4	300.24	670.04		111.09				1,081.36	1.66%
-											
	Subconsultant DL					0.00				0.00	0.00%
	TOTALS	236	11,617.49	25,926.75	7,995.00	4,298.47	15,310.00	0.00	0.00	65,147.70	100.00%

DBE 0.00%

DBE

## **AVERAGE HOURLY PROJECT RATES**

					12								S	SHEET		1	OF	5	<b>Wgt</b> <b>Avg</b> 46.8
PAYROLL	AVG	TOTAL F	PROJECT R	ATES	Coordin	ation and La	ayout	Field Ex	ploration		Laborate	ory Testing		SGRs			Permits		
		Hours			IVERS			Hours		Wgtd	Hours		Wgtd	Hours		Wgtd	Hours		Wgt
LASSIFICATION	RATES		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg		Part.	Avg
oject Manager	46.84	200	84.75%	39.70	24	100.00%	46.84	40	100.00%	46.84	4	100.00%	46.84	128	80.00%	37.47	4	100.00%	46.8
nior Geotechnical	60.90	32	13.56%	8.26										32	20.00%	12.18			
ncipal	75.06	4	1.69%	1.27															
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TOTALS		236	100%	\$49.23	24	100%	\$46.84	40	100%	\$46.84	4	100%	\$46.84	160	100%	\$49.65	4	100%	\$46.

## **AVERAGE HOURLY PROJECT RATES**

TB RIME/SUPPLEMENT	195 Crawford,		y & Tilly										:	DATE SHEET		01/18/21 2	OF	5	
PAYROLL		Adminis																	
CLASSIFICATION	HOURLY RATES	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	Wgtd Avg	Hours	% Part.	We
oject Manager	46.84			Ť															
nior Geotechnical																			
incipal	75.06	4	100.00%	75.06															
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TOTALS		4	100%	\$75.06	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0.00	0	0%	\$0



#### **Direct Costs Check Sheet**

16.7.b

#### COMPANY NAME: Chicago Testing Laboratory, Inc.

TODAY'S DAT	E: 1/10/2021		-		
ТЕМ	ALLOWABLE	UTILIZE	QUANTITY	CONTRACT	TOTAL
Per Diem (per GOVERNOR'S TRAVEL CONTROL	Up to state rate maximum	W.O. ONLY	J.S. ONLY	RATE \$0.00	\$0.0
3OARD) Lodging	Actual cost (Up to state rate maximum)			\$0.00	\$0.0
per GOVERNOR'S TRAVEL CONTROL BOARD) odging Taxes and Fees					
per GOVERNOR'S TRAVEL CONTROL BOARD)	Actual cost			\$0.00	\$0.0
\ir Fare	Coach rate, actual cost, requires minimum two weeks' notice, with prior IDOT approval			\$0.00	\$0.0
/ehicle Mileage (per GOVERNOR'S TRAVEL CONTROL BOARD)	Up to state rate maximum			\$0.000	\$0.0
'ehicle Owned or Leased	\$32.50/half day (4 hours or less) or \$65/full day	Х	6.0	\$65.00	\$390.0
ehicle Rental	Actual cost (Up to \$55/day)			\$0.00	\$0.0
olls	Actual cost			\$0.00	\$0.0
arking	Actual cost			\$0.00	\$0.0
Overtime	Premium portion (Submit supporting documentation)			\$0.00	\$0.0
Shift Differential	Actual cost (Based on firm's policy)			\$0.00	\$0.0
Overnight Delivery/Postage/Courier Service	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Copies of Deliverables/Mylars (In-house)	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Copies of Deliverables/Mylars (Outside)	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Project Specific Insurance	Actual cost			\$0.00	\$0.0
Aonuments (Permanent)	Actual cost			\$0.00	\$0.0
Photo Processing	Actual cost			\$0.00	\$0.0
-Way Radio (Survey or Phase III Only)	Actual cost			\$0.00	\$0.0
elephone Usage (Traffic System Monitoring Only)	Actual cost			\$0.00	\$0.0
ADD	Actual cost (Max \$15/hour)			\$0.00	\$0.0
Veb Site	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
dvertisements	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Public Meeting Facility Rental	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Public Meeting Exhibits/Renderings & Equipment	Actual cost (Submit supporting documentation)			\$0.00	\$0.0
Recording Fees	Actual cost			\$0.00	\$0.0
ranscriptions (specific to project)	Actual cost			\$0.00	\$0.0
Courthouse Fees	Actual cost			\$0.00	\$0.0
Storm Sewer Cleaning and Televising	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.0
Traffic Control and Protection	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.0
Aerial Photography and Mapping	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.0
Jtility Exploratory Trenching	Actual cost (Requires 2-3 quotes with IDOT approval)			\$0.00	\$0.0
esting of Soil Samples*	Actual cost			\$0.00	\$0.0
ab Services*	Actual cost (Provide breakdown of each cost)	х	1	\$7,155.00	\$7,155.0
quipment and/or Specialized Equipment Rental*	Actual cost (Provide breakdown of each cost) Actual cost (Requires 2-3 quotes with IDOT approval)	~	1	\$0.00	\$7,155.0
Drilling Services	notal cost (noquitos 2 o quotes with DOT approval)	х	1	\$15,310.00	\$15,310.0
VCDOT Permits		X	1	\$450.00	\$15,310.0
		^	1	\$450.00	\$450.0
				\$0.00	\$0.0
				\$0.00	\$0.0
					\$0.0
				\$0.00	
				\$0.00	\$0.0
				\$0.00	\$0.0
				\$0.00	\$0.0
				\$0.00	\$0.0 <b>\$23,305.0</b> 0

LEGEND

W.O. = Work Order J.S. = Job Specific

Attachment: Agreement - Laraway and Cedar w Crawford, Murphy and Tilly (21-38 : Laraway and Cedar w Crawford Murphy and Tilly)



#### Chicago Testing Laboratory, Inc.

30W114 Butterfield Road, Warrenville, IL 60555 p 630.393.2851 f 630.393.2857 w chicagotestinglab.com e info@chicagotestinglab.com

Testing • Inspection • Training • Consulting • Research • Geotechnical

### Laraway Road Noise Walls Laboratory Testing Services CTL Proposal No. CTL21019

Laboratory Services	Quantity	Unit Rate	Cost
Moisture Content - AASHTO T265	208	\$10.00	\$2,080.00
Atterberg Limits - AASHTO T89/T90	13	\$110.00	\$1,430.00
Grain Size Analysis - AASHTO T27	13	\$150.00	\$1,950.00
Hydrometer - AASHTO T88	5	\$185.00	\$925.00
Organic Content - AASHTO T267	10	\$77.00	\$770.00
		Total	\$7,155.00



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

## Authorizing Approval of an IDOT - County Joint Agreement for Improvements on Bell Road (CH 16) from 159th Street to 151st Road, County Board District #7

WHEREAS, the State and the County, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of making improvements to Bell Road (CH 16) from 159<sup>th</sup> Street to 151<sup>st</sup> Street; Project No. 3ZRU(835), Job No. C-91-156-15, County Section 99-00147-07-FP, County Board District #7; and

WHEREAS, the County is desirous of said improvement in that the same will be of immediate benefit to the county residents and permanent in nature; and

WHEREAS, as set forth in the agreement, the County's share of the construction costs of the project will be in the amount of \$3,478,444.00 and will be allocated from the County's RTA Tax funds.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the Will County Executive to execute an agreement with the Illinois Department of Transportation for the improvement of Bell Road (CH 16) from 159th Street to 151st Street, a copy of which is attached hereto and made part hereof.

BE IT FURTHER RESOLVED, that said agreement subject to the review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit five (5) certified copies of this resolution and the agreement to the regional office of the Illinois Department of Transportation through the office of the Director of Transportation/County Engineer.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

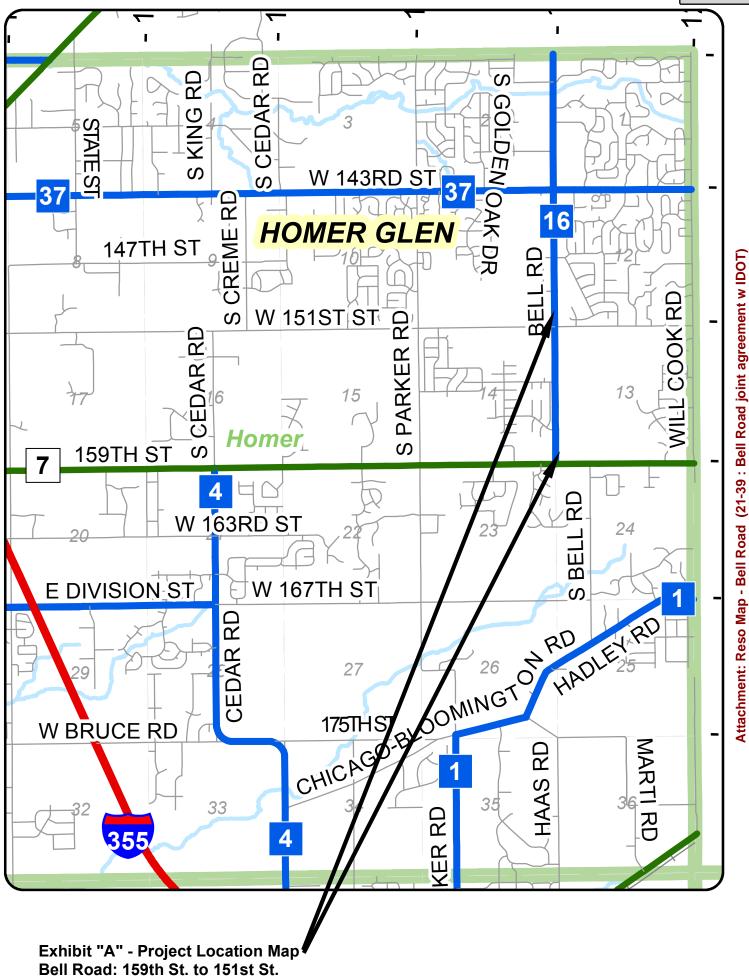
AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive





## Local Public Agency Agreement for Federal Participation



		LOCAL	PUBLIC AGE				
Local Public Agency				Cou Will			Number 147-07-FP
County of Will			<b></b>				
Fund Type		ITEP, SRTS, HSI	P Number(s)		MPO Name		
STU/STR	· · · · · · · · · · · · · · · · · · ·				CMAP	12-15-00	
Construction on Sta	ate Letting 🔲 Cons	truction Local Lettir	ng 🔲 Day Lat	oor 🗌 Lo	cal Administered I	Engineering	Right-of-Way
Construction		Engineering			Right of Way		
	ct Number	Job Number	Project Number	er	Job Number	Project N	umber
C-91-156-15 3ZR	U(835)						
This Agreement is mad Illinois, acting by and the improve the designated behalf of the LPA and Highway Administration	rrough its Departmen I location as describe approved by the <b>STA</b>	It of Transportation, ad below. The impro TE using the STAT I to as "FHWA".	hereinafter refe wement shall be	rred to as " e consulted	STATE". The STATE in accordance wit	ATE and LPA h plans prepa	iointly propose to ared by, or on
						Stationir	ng 
Local Street/Road Nan	าย	Key Route		Length		From	
Bell Road		0356		0.845		2.00	3.00
Location Termini							
151st Street to 159	oth Street						
Current Jurisdiction				[	ig Structure Numb	er(s)	Add Location
Will County DOT				N/A			Remove
		PROJE	CT DESCRIP	TION			
The work consists wall and noise wal road reconstruction storm sewer syste protection, pavement the project.	l, earth excavation n, grading for a fu m with in-line dete	n, grading, sidev Iture shared-use ention, erosion c	walk construc path, traffic control, lands	ction, driv signal mo caping, tr	eway reconstru odernization, a raffic control ar	uction, cros n enclosed nd	
LOC	AL PUBLIC AGEN	ICY APPROPRIA	TION - REQU	IRED FOR	R STATE LET C	ONTRACT	S
By execution of this Ag fund the <b>LPA</b> share of							or ordinance to
Check One			G - (State-Lel	Contract	Work Only)		
LOCAL PUBLIC AGENCY APPROPRIATION - REQUIRED FOR STATE LET CONTRACTS By execution of this Agreement the LPA attests that sufficient moneys have been appropriated or reserved by resolution or ordinance to fund the LPA share of project costs. A copy of the authorizing resolution or ordinance is attached as an addendum.  METHOD OF FINANCING - (State-Let Contract Work Only) Check One  METHOD A - Lump Sum (80% of LPA Obligation) Lump Sum Payment - Upon award of the contract for this improvement, the LPA will pay the STATE within thirty (30) calendar days of billing, in lump sum, an amount equal to 80% of the LPA's estimated obligation incurred under this agreement. The LPA will pay to the STATE the remainder of the LPA's obligation (including any nonparticipating costs) in a lump sum within thirty (30) calendar days of billing in a lump sum, upon completion of the project based on final costs.							
METHOD B -	Monthly Pay			due by th			essive month.
Monthly Payments - U an estimated period of LPA will pay to the ST. the project based upor	months, or until 80% ATE the remainder of	of the LPA's estim	ated obligation	under the p	rovisions of the a	greement has	s been paid. The
	<b>A's</b> Share		divided b	y estimateo	total cost multipli	ed by actual	progress payment

Attachment: Local Public Agency Agreement Bell Rd. (21-39 : Bell Road joint agreement w IDOT)

Progress Payments - Upon receipt of the contractor's first and subsequent progressive bills for this improvement, the LPA will pay to the STATE within thirty (30) calendar days of receipt, an amount equal to the LPA's share of the construction cost divided by the estimated total cost multiplied by the actual payment (appropriately adjust for nonparticipating costs) made to the contractor until the entire obligation incurred under this agreement has been paid.

Failure to remit the payment(s) in a timely manner as required under Methods A, B, or C shall allow the **STATE** to internally offset, reduce, or deduct the arrearage from any payment or reimbursement due or about to become due and payable from the **STATE** to the **LPA** on this or any other contract. The **STATE** at its sole option, upon notice to the **LPA**, may place the debit into the Illinois Comptroller's Offset System (15 ILCS 405/10.05) or take such other and further action as may be required to recover the debt.

### THE LPA AGREES:

- 1. To acquire in its name, or in the name of the STATE if on the STATE highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established State policies and procedures. Prior to advertising for bids, the LPA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LPA, the STATE, and the FHWA if required.
- 2. To provide for all utility adjustments and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Public Agency Highway and Street Systems.
- 3. To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.
- 4. To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, a jurisdictional addendum is required.
- 5. To maintain or cause to be maintained the completed improvement (or that portion within its jurisdiction as established by addendum referred to in item 4 above) in a manner satisfactory to the STATE and the FHWA.
- 6. To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.
- 7. To maintain for a minimum of 3 years after final project close out by the STATE, adequate books, records and supporting documents to verify the amounts, recipients and uses of all disbursements of funds passing in conjunction with the contract. The contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General and the STATE. The LPA agrees to cooperate fully with any audit conducted by the Auditor General, the STATE, and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish presumption in favor of the STATE for recovery of any funds paid by the STATE under the contract for which adequate books, records and supporting documentation are not available to support their purported disbursement.
- 8. To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.
- 9. To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.
- 10. (Local Contracts or Day Labor) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to complete the project.
- 11. (Preliminary Engineering) In the event that right-of-way acquisition for, or construction of, the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following FHWA authorization, the LPA will repay the STATE any Federal funds received under the terms of this agreement.
- 12. (Right-of-Way Acquisition) In the event construction has not commenced by the close of the twentieth fiscal year following FHWA authorization using right-of-way acquired this agreement, the LPA will repay the STATE any Federal Funds received under the terms of this agreement.
- 13. (Railroad Related Work) The LPA is responsible for the payment of the railroad related expenses in accordance with the LPA/ railroad agreement prior to requesting reimbursement from the STATE. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets Office. Engineer's Payment Estimates shall be in accordance with the Division of Cost.
- 14. Certifies to the best of its knowledge and belief that it's officials:
  - a. are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
  - b. have not within a three-year period preceding this agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antirust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
  - c. are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, Local) with commission of any of the offenses enumerated in item (b) of this certification; and
  - d. have not within a three-year period preceding the agreement had one or more public transactions (Federal, State, Local) terminated for cause or default.
- 15. To include the certifications, listed in item 14 above, and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.
- 16. (STATE Contracts). That execution of this agreement constitutes the LPA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.
- 17. That for agreements exceeding \$100,000 in federal funds, execution of this agreement constitutes the LPA's certification that:

16.8.b

- a. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress, or any employee of a member of congress in connection with the awarding of any federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement.
- b. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of congress, an officer or employee of congress or an employee of a member of congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard form - LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- c. The LPA shall require that the language of this certification be included in the award documents for all subawards (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements), and that all subrecipients shall certify and disclose accordingly.
- 18. To regulate parking and traffic in accordance with the approved project report.
- 19. To regulate encroachments on public rights-of-way in accordance with current Illinois Compiled Statutes.
- 20. To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with the current Illinois Compiled Statutes.
- 21. To comply with the federal Financial Integrity Review and Evaluation (FIRE) program, which requires States and subrecipients to justify continued federal funding on inactive projects. 23 CFR 630.106(a)(5) defines an inactive project as a project in which no expenditures have been charged against federal funds for the past twelve (12) months.
- 22. (Reimbursement Requests) For reimbursement requests the LPA will submit supporting documentation with each invoice. Supporting documentation is defined as verification of payment, certified time sheets or summaries, vendor invoices, vendor receipts, cost plus fix fee invoice, progress report, personnel and direct cost summaries, and other documentation supporting the requested reimbursement amount (Form BLR 05621 should be used for consultant invoicing purposes). LPA invoice requests to the STATE will be submitted with sequential invoice numbers by project.
- 23. (Final Invoice) The LPA will submit to the STATE a complete and detailed final invoice with applicable supporting documentation of all incurred costs, less previous payments, no later than twelve (12) months from the date of completion of work or from the date of the previous invoice, which ever occurs first. If a final invoice is not received within this time frame, the most recent invoice may be considered the final invoice and the obligation of the funds closed. Form BLR 05613 (Engineering Payment Record) is required to be submitted with the final invoice on the engineering projects.
- 24. (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months of the
- 25. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement.
- 26. (Single Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an
- 27. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide
- (Project Closeout) The LPA shall provide the final report to the appropriate STATE district office within twelve (12) months or the physical completion date of the project so that the report my be audited and approved for payment. If the deadline cannot be met, a written explanation must be provided to the district prior to the end of the twelve (12) months documenting the reason and the new anticipated date of completion. If the extended deadline is not met, this process must be repeated until the project is closed. The to follow this process may result in the immediate close-out of the project and loss of further funding. (Project End Date) For Preliminary Engineering projects the end date is ten (10) years from the execution date of the agreement. For Right-of-Way projects the end date is fifteen (15) years from the execution date of the agreement. For Construction projects the end date is fifteen (15) years for projects over \$1,000,000 from the execution date of the agreement. For Construction projects the end date may result in the immediate close-out of the project and loss of further funding. (Single-Audit Requirements) That if the LPA expends \$750,000 or more a year in federal financial assistance they shall have an audit made in accordance with 2 CFR 200. LPA's expending less than \$750,000 ay ear shall be exempt from compliance. A copy of the audit report must be submitted to the STATE (Office of Internal Audit, Room 201, 2300 South Dirksen Parkway, Springfield Ullinois, 62764) within 30 days after the completion of the audit put no later than one year after the end of the LPA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205. That the LPA is required to register with the System for Award Management or SAM, which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government's trading partners in support of the contract award and the electronic payment processes. To register or 28. (Required Uniform Reporting) To comply with the Grant Accountability and Transparency Act (30 ILCS 708) that requires a

NOTE: Under the terms of the Grant Funds Recovery Act (30 ILCS 705/4.1), "Grantor agencies may withhold or suspend the distribution of grant funds for failure to file requirement reports" if the report is more than 30 calendar days delinquent, without any approved written explanation by the grantee, the entity will be placed on the Illinois Stop Payment List. (Refer to the Grantee Compliance Enforcement System for detail about the Illinois Stop Payment List: https://www.illinois.gov/sites/GATA/Pages/ ResourceLibrary.aspx)

#### THE STATE AGREES:

- 1. To provide such guidance, assistance, and supervision to monitor and perform audits to the extent necessary to assure validity of the LPA's certification of compliance with Title II and III Requirements.
- 2. (State Contracts) To receive bids for construction of the proposed improvement when the plans have been approved by the

STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement after receipt of a satisfactory bid.

- 3. (Day Labor) To authorize the LPA to proceed with the construction of the improvement when agreed unit prices are approved, and to reimburse the LPA for that portion of the cost payable from Federal and/or State funds based on the agreed unit prices and engineer's pay estimates in accordance with the division of cost page.
- 4. (Local Contracts) For agreements with federal and/or state funds in engineering, right-of-way, utility work and/or construction work:
  - a. To reimburse the LPA for federal and/or state share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payments by the LPA;
  - b. To provide independent assurance sampling and furnish off-site material inspection and testing at sources normally visited by **STATE** inspectors for steel, cement, aggregate, structural steel, and other materials customarily tested by the **STATE**.

#### IT IS MUTUALLY AGREED:

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

#### ADDENDA

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

$\left[\right]$	$\overline{\langle}$	1.	Location Map			
5	<	2.	Division of Cost			
-			· · · · · · · · · · · · · · · · · · ·	 		
A	dd	Ro	W	 		

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

### APPROVED

#### Local Public Agency

Name of Official (Print or Type Name)

Title of Official

County Executive

Signature

Date

The above signature certifies the agency's Tin number is

366006672 conducting business as a Governmental Entity.

Duns Number 020035838

APPROVED State of Illinois Department of Transportation	
Omer Osman P.E., Acting Secretary	Date
By: Director of Planning & Programming	Date
Director of Planning & Programming	Date
Philip C. Kaufmann, Chief Counsel	Date
Joanne Woodworth, Acting Chief Fiscal Officer	Date

<u>NOTE:</u> if the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

					ADDEND	A NUMBER 2			
Local Public Agency						County			
County of Will						₩			
Construction Job Number	Project I	Number		n <b>gineerin</b> bb Numbe		Project Number		Right of W Job Numbe	
C-91-156-15	3ZRU(	835)							
					DIVISIO	N OF COST			
			Federal Funds			State Funds		Loc	al P
Type of Work Fund Type			Amount	%	Fund Type	Amount	%	Fund Type	
- Participating Constructior	n :	STU	\$4,500,000.00					Local	
- Participating Construction	n k	STR	\$1,000,000	.00 **				Local	
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Add		Total	\$5,500,000	.00	Tota	11		TOLA	<u> </u>

#### Add

If funding is not a percentage of the total place an asterisk (\*) in the space provided for the percentage and explain below:

\* Maximum Federal (STU) participation 80% not to exceed \$4,500,000.

\*\* Maximum Federal (STR) participation 80% not to exceed \$1,000,000.

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

Printed 01/27/21

Page 6 of 6

#### Instructions for BLR 05310 - Page 1 of 3

NOTE: Form instructions should not be included when the form is submitted.

This form shall be used when a local public agency (LPA) project involves Federal-Aid, with or without state funds and this standard form is sufficient to describe all details of the agreement. For more information refer to the Bureau of Local Roads and Streets Manual (BLRS) Chapter 5. For signature requirements refer to Chapter 2, Section 3.05(b) of the BLRS manual. When filling out this form electronically, once a field is initially completed, fields requiring the same information will be auto-populated.

Local Public Agency								
Name of LPA	Insert the name of the LPA							
County	Insert the name of the county in which the LPA is located.							
Section Number	Insert the section number applied to this project.							
Fund Type	Insert the funding type(s) being used for this project (e.g. STU, STR, ITEP, etc.)							
ITEP, SRTS, HSIP Number	Insert the ITEP, SRTS, HSIP number assigned to this project.							
MPO Name	From the drop down choose the MPO in which the project is located. If the project is not located within an MPO, select N/A. Types to choose from are:							
	Bi-StateBi-State Regional CommissionCMAPChicago Metropolitan Planning OrganizationCUUATSChampaign/Urbana Urban Area Transportation StudyDATSDanville Area Transportation StudyDMATSDubuque Metropolitan Area Transportation StudyDSATSDeKalb/Sycamore Area Transportation StudyDUATSDecatur Urbanized Area Transportation StudyEWGCGEast-West Gateway Council of GovernmentsKATSKankakee Area Transportation StudyMCRPCMcLean County Regional Planning CommissionPPUATSPeoria/Pekin Urban Area Transportation StudyRPCRegion 1 Planning CouncilSATSSpringfield Area Transportation StudySEMPOSouth East Metropolitan Planning OrganizationSIMPOSouthern Illinois Metropolitan Planning OrganizationSLATSState Line Area Transportation Study							
MPO Tip Number	Insert the MPO Tip Number assigned to this project, this is required for all projects located within the MPO planning boundaries if applicable. If not, insert "N/A".							
Construction on State Letting	Check this box if the construction portion of this project will be on a state held letting.							
Day Labor	Check this box if the project will be constructed using day labor.							
Local Administered Engineering	Check this box if the LPA is administering the engineering locally.							
Right-of-Way	Check this box if Right-Of-Way is part of the project.							
Construction								
Job Number	Insert the job number assigned for the construction portion, the number will begin with a "C"							
Project Number	Insert the project number assigned to the construction portion of this project.							
Engineering Job Number	Insert the job number assigned for the engineering portion of this project. Insert the project number assigned to the engineering portion of this project.							
Project Number	maent the project humber assigned to the engineering portion of this project.							

. . . . .

Attachment: Local Public Agency Agreement Bell Rd. (21-39 : Bell Road joint agreement w IDOT)

	Instructions for BLR 05310 - Page 2 of 3
Right-of-Way	
Job Number	Insert the job number assigned for Right-of-Way for the project, if applicable. The number will begin with a "R".
Project Number	Insert the project number assigned to the Right-of-Way for the project, if applicable.
Location	Use the add location button to add additional locations if needed for up to a total of five location. If there are more than five locations, use various.
Local Street/Road Name	Insert the local street/ road name.
Key Route	Insert the key route of the street/road listed above.
Length	Insert the length in miles as it pertains to the location listed above. For a structure insert 0.01.
Station	
From	Insert the beginning station of the project as it pertains to the key route for this location for this project.
То	Insert the ending station of the project as it pertains to the key route for this location for this project.
Location Termini	Insert the beginning and ending termini as it pertains to this location for this project.
Existing Structure Number(s)	Insert the existing structure number(s) for this project.
Add Location	Use this button to add additional locations. A total of four additional locations can be added. It there are more than 5 locations, do not add each location. Instead, insert "Various" in the first location field.
Project Description	Insert a description of the work to be accomplished by this project.
Method of Financing	This area is for state-let-contracts only. Check one.
Method A	If this box is checked insert the dollar amount equal to 80% of the LPA's total obligation.
Method B	If this box is checked insert the number of monthly payments needed to repay 80% of the LPA's estimated obligation.
Method C	If this box is checked insert the dollar amount of the LPA's share of the construction costs for this project.
For State Lat Construction Project	

#### For State Let Construction Projects:

#### Addenda

Within the Addenda table, check th	the Addenda table, check the box as applicable. Insert the item number of the addenda and a description of the item.		
1. Location Map	Attach a location map to this agreement showing all locations being improved by this project.		
2. Division of Cost	Insert the division of cost page (see separate instructions for completing this document).		
3. LPA Appropriation Resolution	For State-Let construction projects, the LPA must pass an appropriation resolution covering the local share of the project. Attach the resolution for this appropriation.		
4. IDOT Fiscal Approval Signature	Page		

#### Approved

,		
L	Local Public Agency	The appropriate LPA official shall insert their name, sign and date. Insert the LPA's TIN number and DUNS Number.
II	llinois Dept of Transportation	The appropriate IDOT official shall sign and date here.
For Local	I Let Projects:	
1	1. Location Map	Attach a location map to this agreement showing all locations being improved by this project.
~	Division of Cost	leasert the division of cost page (see separate instructions for completing this document)

2. Division of Cost Insert the division of cost page (see separate instructions for completing this document)

For additional addenda, check this box and insert a description of the item and attach it to the agreement.

#### Approved

Local Public Agency The appropriate LPA official shall insert their name, sign, and date. Insert the LPA's TIN number and DUNS Number.

#### Illinois Dept of Transportation The appropriate IDOT officials shall sign and date here.

#### **Division of Cost Table:**

When the LPA desires to use one or more lump-sum amounts before the federal percentage is calculated, specify the order in which it should be used and the "not to exceed" amount. The following provides an example of the wording that may be used:

Lump-sum \$60,000 TARP funds not to exceed 50% of final cost of project credited to the project to be utilized first. Lump-sum to be utilized second not to exceed \$20,000 EDP funds. Lump-sum to be utilized third not to exceed \$40,000 SMA funds.

These specified amounts will be used in sequence, with the federal and local percentages calculated after they are deducted.

When the LPA desires to use a percent "not to exceed" commitment, the federal and state funds will be used concurrently at the specified percentages up to the "not to exceed" amount

Example:

Maximum STR participation 80% not to exceed \$100,000

Lump-sum SMA not to exceed \$20,000 to be used as a match to the federal funds

Be advised that the "not to exceed" amount specified under a percentage commitment will be tied up and unavailable for programming unt the project is closed out and a documentation review has been completed by IDOT or FHWA, if required.

#### **Division of Cost Table:**

Use a separate line for each type of work as it relates to the fund type for federal, state and/or LPA funds.

Type of	f Work	Choose the type of work from the drop down list. Types to choose from are: Participating Construction, Non-Participating Construction, Preliminary Engineering, Construction Engineering, Right-of-Way, Railroads, Utilities, and Materials.
Federal Funds		If federal funds are being used on this project complete the following for federal funds.
	Fund Type	Choose the type of federal fund type form the drop down.
	Amount	Insert the amount of federal funds for the type listed under fund type.
	%	Insert the percentage of federal funds for this type.
State F	unds	If state funds are being used on this project complete the following for state funds.
	Fund Type	Choose the type of State Funds from the drop down.
	Amount	Insert the amount of state funds for the type listed under fund type.
	%	Insert the percentage of state funds for this type.
Local P	Public Agency Funds	
	Fund Type	Insert the type of LPA funds being used on this project.
	Amount	Insert the amount of LPA funds for the type listed under fund type.
	%	Insert the percentage of local funds for this type.
	Explanation	Insert any necessary additional information as to how the funding is being applied for this project.

A minimum of three (3) originals executed by the LPA must be submitted to the District through its Regional Engineer's Office. Distribution will be as follows:

District file Bureau of Local Roads Central Office (2)



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

## Authorizing Approval of the Expenditure of REBUILD Illinois Funds (\$3,650,000.00) for the Improvements on Bell Road (CH 16) from 159th Street to 151st Street, County Board District #7

WHEREAS, by the County of Will, Illinois that the following described County Highway be designed under the Illinois Highway Code:

Bell Road (CH 16) from 159th Street to 151st Street.

WHEREAS, the State and the County, in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving Bell Road (CH 16) from 159th Street to 151st Street, Project No. 3ZRU(835), Job No. C-91-156-15, County Section 99-00147-07-FP, County Board District #7; and

WHEREAS, in compliance with the aforementioned agreement, it is necessary for the County to appropriate sufficient funds to pay Will County's share of the cost of said improvement; and

WHEREAS, the bondable capital improvement shall be constructed by IDOT and by contract.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby appropriates the sum of \$3,650,000.00 for the improvement of said section from the County's allotment of REBUILD Illinois funds.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit four (4) certified copies of the Resolution to the regional office of the Illinois Department of Transportation through the office of the Director of Transportation/County Engineer.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

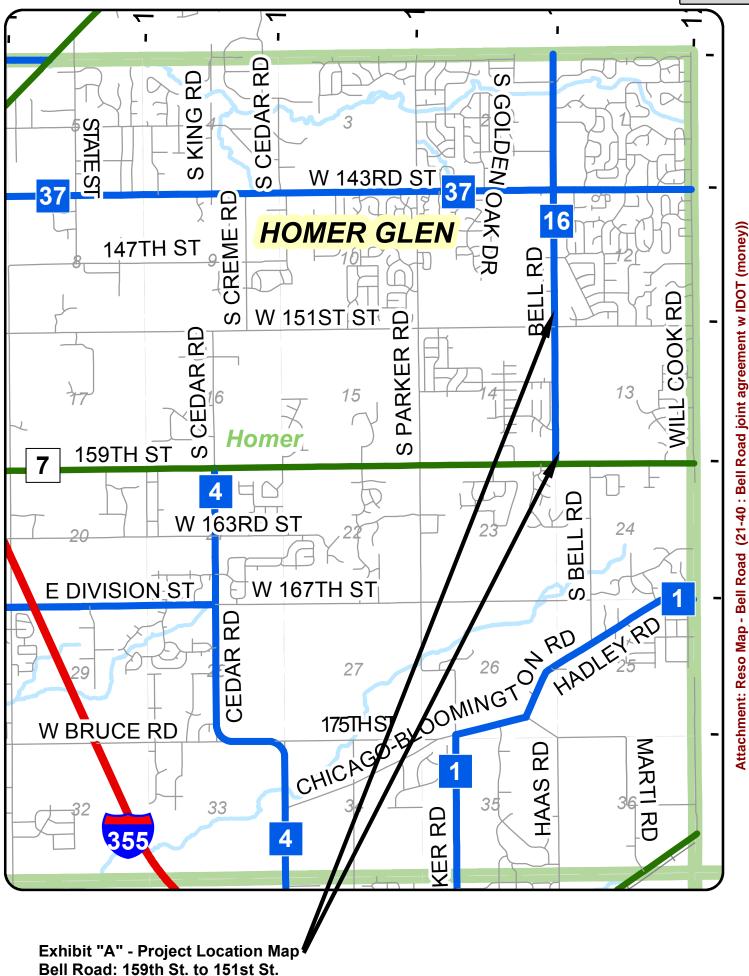
AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



16.9.a



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

## Authorizing an Intergovernmental Agreement between the County of Lake (IN), Crete Township Road District, and the County of Will for Engineering Services and Construction of Traffic Signals at the Intersection of Exchange Street and State Line Road, County Board District #1

WHEREAS, the County of Lake (IN), the Crete Township Road District, and County of Will, hereinafter called the "PARTIES", in order to facilitate the free flow of traffic and insure safety to the motoring public, are desirous of improving the existing intersection of Exchange Street (CH 49) and State Line Road with the installation of traffic signals and other appurtenant work, in the County of Will, Illinois, County Board District #1; and

WHEREAS, the COUNTY is desirous of said improvements in that the same will be of immediate benefit to the county residents; and

WHEREAS, this improvement shall be paid for using any combination of the following funds: the County's allotment of County RTA Tax, County Highway Tax, County Matching Tax funds, and County Option Motor Fuel Tax Funds under section number 20-00086-25-TL.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the Will County Executive to execute an agreement with the County of Lake (IN) and the Crete Township Road District for improving the existing intersection of Exchange Street (CH 49) and State Line Road.

BE IT FURTHER RESOLVED, that said agreement is subject to the review and approval by the Will County State's Attorney.

BE IT FURTHER RESOLVED, that the County Clerk is hereby directed to transmit two (2) certified copies of this resolution and agreement to the offices of the County of Lake and the Crete Township Road District through the office of the Director of Transportation / County Engineer.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

16.10

Adopted by the Will County Board this 18th day of February, 2021.

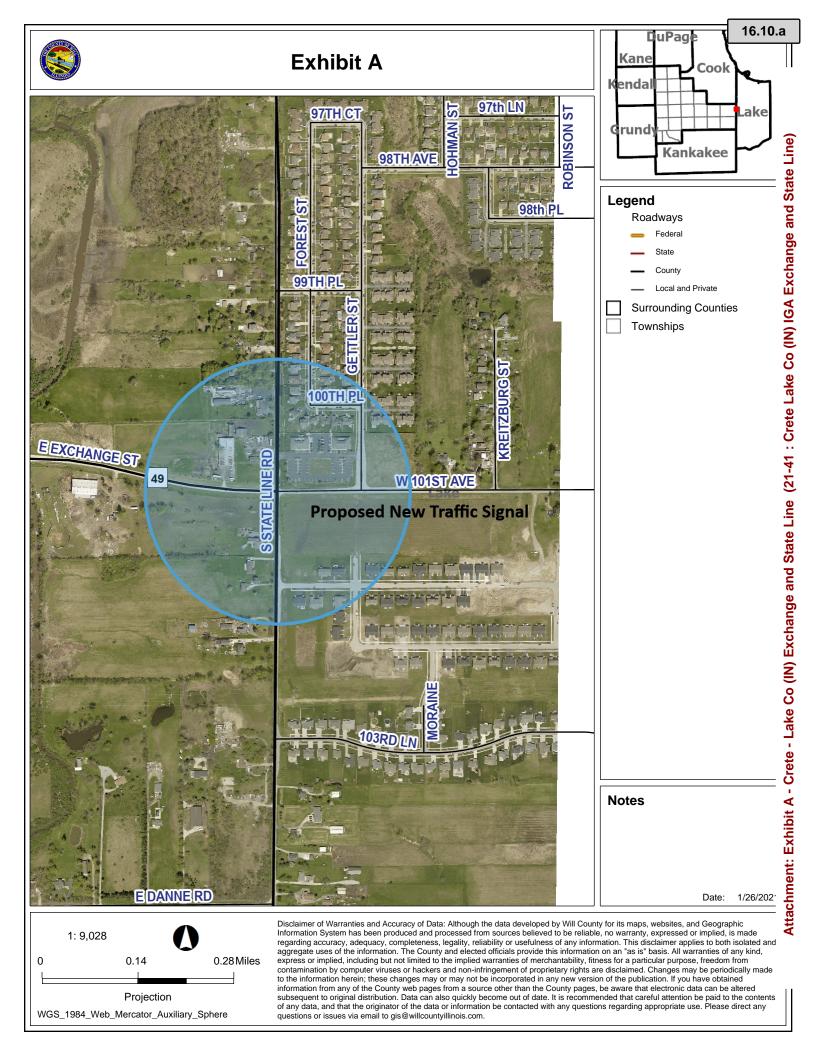
AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

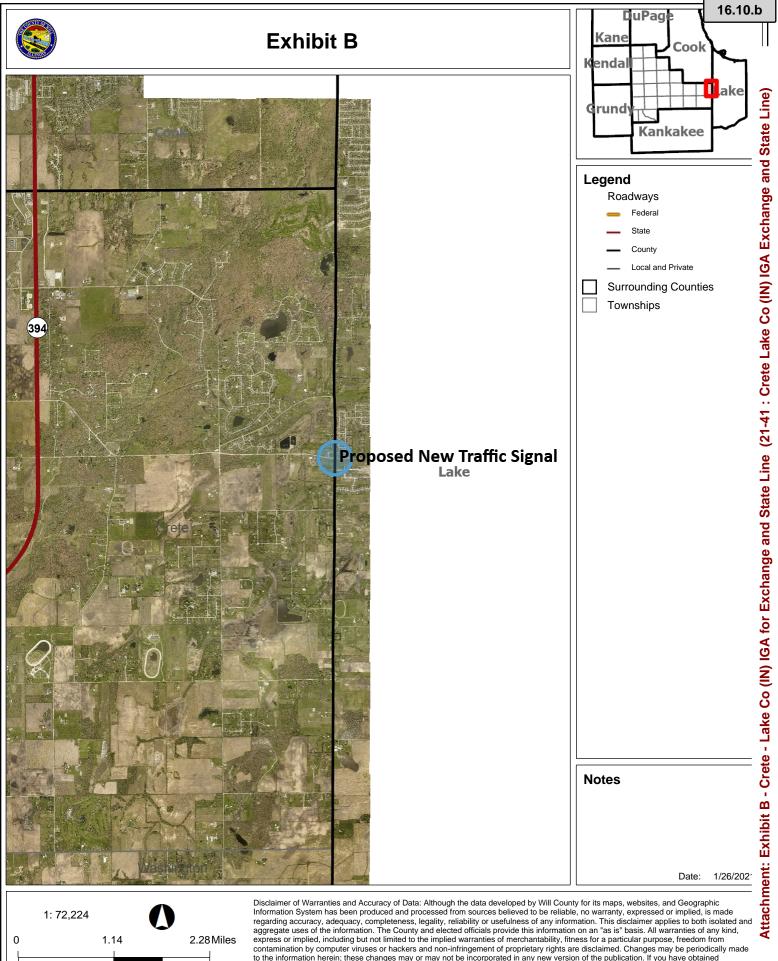
Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive





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## INTERGOVERNMENTAL AGREEMENT FOR THE CONSTRUCTION OF TRAFFIC SIGNALS AT THE INTERSECTION OF EXCHANGE STREET/101 St AVENUE AND STATE LINE ROAD

**WHEREAS**, the County of Lake is a body corporate and politic situated in the State of Indiana (hereinafter referred to as "LAKE COUNTY"); and

**WHEREAS,** the County of Will is a body corporate and politic situated in the State of Illinois (hereinafter referred to as "WILL COUNTY"); and

**WHEREAS,** the Crete Township Road District is a body corporate and politic situated in the State of Illinois (hereinafter referred to as the "DISTRICT"); and

**WHEREAS,** Article VII, Section 10, of the Constitution of the State of Illinois of 1970 provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine or transfer any power or function in any manner not prohibited by law or by ordinance; and

**WHEREAS**, the LAKE COUNTY, WILL COUNTY, and the DISTRICT are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 *et seq.*; and

WHEREAS, the Illinois Intergovernmental Cooperation Act authorizes municipalities to exercise jointly with any public agency of the State or any other state, including other units of local government, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, LAKE COUNTY, WILL COUNTY, and DISTRICT have each been advised that the provisions of Indiana Code §36-1-7-1, *et seq.* (Interlocal Cooperation Act and referred to hereinafter as the "Indiana Act"), as amended from time to time, permit local governmental units and entities to make the most efficient use of their powers by enabling governmental units to mutually contract and utilize services for the mutual benefit of the participating governmental entities; and

**WHEREAS,** the Indiana Act applies to another state to the extent authorized by the law of that state; and

WHEREAS, LAKE COUNTY, WILL COUNTY, and DISTRICT are political subdivisions empowered by the Indiana Act with authority to contract on behalf of each other on a basis of mutual advantage so as to better provide public services and facilities; and

WHEREAS, LAKE COUNTY, WILL COUNTY, and DISTRICT have determined that entry into an interlocal cooperation agreement for the improvement public works project is in the best interests of their respective residents and therefore, have determined that it is advisable to enter into and become a participating unit under such an interlocal cooperation agreement pursuant to the applicable provisions of Indiana and Illinois Law.

WHEREAS, LAKE COUNTY, WILL COUNTY, and the DISTRICT, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving the existing intersection of Exchange Street/101<sup>st</sup> Avenue and State Line Road with the installation of traffic signals and other appurtenant work (hereinafter referred to as "IMPROVEMENT"),

**WHEREAS,** County Highway 49 (Exchange Street, west of State Line Road) at this intersection is under the jurisdiction of WILL COUNTY;

WHEREAS, State Line Road is under the jurisdiction of the DISTRICT;

**WHEREAS,** 101<sup>st</sup> Avenue, east of State Line Road at this intersection is under the jurisdiction of LAKE COUNTY;

WHEREAS, a non-governmental private partner, Ridgeway Petroleum, is building a gas station/convenience store at the south east corner of 101<sup>st</sup> and State Line and has made a financial commitment is not to exceed \$170,000 towards this project. Ridgway Petroleum will enter a separate agreement with LAKE COUNTY regarding the same.

**NOW THEREFORE,** in consideration of the mutual promises, obligations and undertakings set forth herein, WILL COUNTY, LAKE COUNTY, and the DISTRICT (hereinafter collectively referred to as "PARTIES") AGREE AS FOLLOWS:

- 1. The IMPROVEMENT shall be constructed by LAKE COUNTY in accordance with the plans prepared by LAKE COUNTY and permitted by WILL COUNTY.
- 2. WILL COUNTY and the DISTRICT agree to provide sufficient funds for their contribution toward construction costs of these improvements as outlined in Exhibit "A".
- 3. The estimated total not to exceed for the IMPROVEMENT is One Million Thirty Thousand Three Hundred Ninety-Eight Dollars and Ninety-One Cents (\$1,030,398.91). Upon execution of this Interlocal Agreement, LAKE COUNTY will invoice WILL COUNTY and the DISTRICT for one hundred percent (100%) of the amount of their estimated share of the construction costs for the improvement. The WILL COUNTY payment will be under county section number 20-00086-25-TL. The DISTRICT payment will be under township section number 21-02432-00-TL. Upon completion of the improvement and final inspection by LAKE COUNTY, WILL COUNTY, and the DISTRICT, the PARTIES will agree on each agency's final share of the costs for the improvement based on the final actual costs and additional payments or reimbursements shall be made to the appropriate party.
- 4. The DISTRICT will be utilizing allotments from the Rebuild Illinois Bond Grants. Should there be insufficient funds in the bond account at the time of invoice, WILL COUNTY will

pay the remaining balance from funds under section 20-00086-25-TL. The DISTRICT shall reimburse WILL COUNTY section 20-00086-25-TL as additional allotments are made to the bond grant fund until such time as the balance is paid.

- 5. The duration of this Agreement shall be from the execution date of this Agreement to completion of the IMPROVEMENTS, provided that this Agreement is adopted by Resolution by WILL COUNTY, LAKE COUNTY, and the DISTRICT.
- 6. Upon completion of the project, all PARTIES agree that LAKE COUNTY shall repair or cause to be repaired damage to the traffic signal IMPROVEMENTS caused by motor vehicles, weather, or any other "Act of God" and shall invoice WILL COUNTY and the DISTRICT for their share of said costs of repair, less any reimbursement received by LAKE COUNTY from insurance or otherwise, which LAKE COUNTY agrees to use reasonable efforts to pursue. The share of these costs shall be as outlined in Exhibit "B". LAKE COUNTY will not be responsible for any repairs or maintenance to the roadway IMPROVEMENTS that are under the jurisdiction of WILL COUNTY and the DISTRICT.
- 7. LAKE COUNTY shall retain the right to control the sequence and timing of the traffic signals. WILL COUNTY or the DISTRICT shall notify LAKE COUNTY in the event that it believes that the sequence or timing of the traffic signals is incorrect. If LAKE COUNTY agrees to change the sequence and timing of the traffic signals, LAKE COUNTY shall be responsible for making any approved changes to the sequence or timing of the traffic signals. Signal timing shall be in compliance with the applicable provisions within the "THE MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES".
- 8. WILL COUNTY shall retain jurisdiction of Exchange Street west of State Line Road.
- 9. The DISTRICT shall retain jurisdiction of State Line Road.
- 10. LAKE COUNTY shall retain jurisdiction of 101<sup>st</sup> Avenue east of State Line Road.
- 11. Upon any amendment, addition, deletion or other change to the "MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES", LAKE COUNTY, shall make the necessary alterations to the IMPROVEMENT to bring it into conformance with current standards. The share of these costs shall be as outlined in Exhibit "B"
- 12. This document shall be the final embodiment of the Agreement by and between WILL COUNTY, LAKE COUNTY, and the DISTRICT. No oral changes or modifications for this Agreement shall be permitted or allowed. Changes or modification to this Agreement shall be made only in writing and upon the necessary and proper signature of WILL COUNTY, LAKE COUNTY, and the DISTRICT.
- 13. In the event that a court of competent jurisdiction shall hold any provisions of this Agreement invalid or unenforceable, such holdings shall not invalidate or render unenforceable any other provision hereto.

- 14. This Agreement shall be binding upon and inure to the benefits of the parties hereto, their successors and assigns.
- 15. Each PARTY agrees to defend and indemnify the other PARTY or PARTIES from and against any claims or causes of action asserted against such other PARTY or PARTIES relating to or arising from the indemnifying PARTY's performance under this Agreement, except for gross negligence or intentional misconduct.
- 16. This Agreement shall be administered through LAKE COUNTY. The powers of LAKE COUNTY shall be as follows: the powers of the entity shall be exercised by LAKE COUNTY and shall be construed to include all powers directly granted it under the Indiana Act and only those powers exercisable by the participating entities individually and deemed necessary to carry-out the IMPROVEMENT commencement and completion as set forth in this Agreement.
- 17. The LAKE COUNTY INDIANA AUDITOR is hereby designated to receive, disburse, and account for all funds pursuant to this Agreement, and further, that all claims for supplies, materials, services or other expenses shall be examined and approved by LAKE COUNTY.
- 18. Before this Agreement takes effect, it must be recorded with the Office of the Lake County Indiana Recorder. No later than sixty (60) days after it takes effect and is recorded, the Agreement must be filed with the Office of the Indiana State Board of Accounts for audit purposes, all pursuant to Indiana Code §36-1-7-6.
- 19. It is expressly acknowledged and stated that this Agreement is executed and entered into by LAKE COUNTY, WILL COUNTY, and the DISTRICT, and unless otherwise allowed by law, after action by each entity to approve the Agreement at a duly advertised Public Meeting of the following:

A. By WILL COUNTY on the \_\_\_\_day of \_\_\_\_\_, 2021.

B. By CRETE TOWNSHIP ROAD DISTRICT on the \_\_\_\_ day of \_\_\_\_, 2021.

C. By the Lake County Indiana Council as the fiscal body of the municipal body known as Lake County Indiana on the \_\_\_\_day of \_\_\_\_, 2021 by a vote of \_\_\_\_\_ in favor and \_\_\_\_\_ against and whereby the Lake County Indiana Auditor was directed to attest the same.

D. By the Board of County Commissioners, Lake County, Indiana, as the county executive of the municipal body known as Lake County at a duly advertised Public Meeting on the \_\_\_\_\_day of \_\_\_\_\_, 2021 by a vote of \_\_\_\_ in favor and \_\_\_\_\_ against and whereby the Lake County Auditor was directed to attest the same.

20. Any notices under this Agreement shall be sent as follows:

### WILL COUNTY:

Will County Engineer Will County Division of Transportation 16841 West Laraway Road Joliet, IL 60433

### LAKE COUNTY:

Lake County Board of Commissioners 2293 North Main Avenue 3<sup>rd</sup> Floor, Building "A" Crown Point, IN 46307 Will County State's Attorney Attention: Civil Division 57 N. Ottawa Street, 5<sup>th</sup> Floor Joliet, Illinois 60432

Attn: Board of County Commissioners & its Attorney

### The DISTRICT:

Highway Commissioner Crete Township Road district 25405 S. State St. Crete, IL 60417 George Mahoney Mahoney, Silverman, and Cross 822 Infantry Dr. Suite 100 Joliet, IL 60435

The PARTIES agree that each shall be responsible to notify the other of any changes in notification procedures.

21. This AGREEMENT may be executed in one or more counterparts, each of which will be deemed an original, but all of which will constitute one instrument.

## Dated at Joliet, Illinois this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

## WILL COUNTY

ATTEST

Will County Executive

Will County Clerk (Seal)

## Dated at Crete, Illinois this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

**Crete Township Road District** 

ATTEST

Township Clerk

Crete Township Highway Commissioner (Seal) Dated at Crown Point, Indiana this \_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

## BOARD OF COUNTY COMMISSIONERS, LAKE COUNTY, INDIANA

Kyle W. Allen Sr., Commissioner 1st District

Jerry Tippy, Commissioner 2<sup>nd</sup> District

Michael C. Repay, Commissioner 3rd District

Attest: \_\_\_\_\_

(Seal)

Dated at Crown Point, Indiana this \_\_\_\_ day of \_\_\_\_\_, 2021.

LAKE COUNTY

ATTEST

Lake County Council

Lake County Clerk

(Seal)

## Exhibit "A"

## Engineer's Estimate of Probable Cost (\$1,030,398.91)

Entity	Location	Cost	Approx. Percentage
Lake County	Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd– East Leg \$87,993.00 101 <sup>st</sup> Ave - Reconstruction \$1,751,372.00	\$78,830.79	7%
Crete Township	Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd – North and South Legs \$77,843.00 State Line Rd -Reconstruction north and south of intersection \$98,302.00	\$241,763.66	23%
Will County	Intersection of Exchange St/101 <sup>st</sup> Ave and State Line Rd – West Leg \$97,721.00 Exchange St – Reconstruction \$535,125.00	\$605,420.06	59%
Gas Station	Intersection of Exchange St /101 <sup>st</sup> Ave and State Line Rd– \$85,684.00 State Line Road Northbound right turn lane - \$24,087.00 101 <sup>st</sup> Avenue eastbound turn lane for gas station entrance - \$58,363.00	\$ 104,384.40	11%

### Exhibit "B"

### <u>Future Damages Cost Share of Traffic Signal at the Intersection of Exchange St/101st Ave and</u> <u>State Line Rd</u>

Entity	Percentage
Lake	25%
County	
Crete	50%
Township	
Will	25%
County	



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Authorizing an Intergovernmental Agreement with the County of Cook for Improvements of 80th Avenue (CH 83) from 191st Street (CH 84) to 183rd Street, County Board Districts #2 and #12

WHEREAS, the County of Will and the County of Cook, in order to facilitate the free flow of traffic and ensure safety to the motoring public, are desirous of improving 80<sup>th</sup> Avenue (CH 83) from 191<sup>st</sup> Street (CH 84) to 183<sup>rd</sup> Street, Will County Section 06-00122-06-FP, County Board District #2 and #12; and

WHEREAS, the County of Will and the County of Cook are desirous of said improvements in that the same will be of immediate benefit to the county residents and permanent in nature; and

WHEREAS, the Public Works & Transportation Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board authorizes the County Executive to execute an agreement with the County of Cook for the improvements of 80<sup>th</sup> Avenue (CH 83) from 191<sup>st</sup> Street (CH 84) to 183<sup>rd</sup> Street, Will County Section 06-00122-06-FP, a copy of which is attached hereto and made part hereof.

BE IT FURTHER RESOLVED, that said agreement is subject to the review and approval by the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

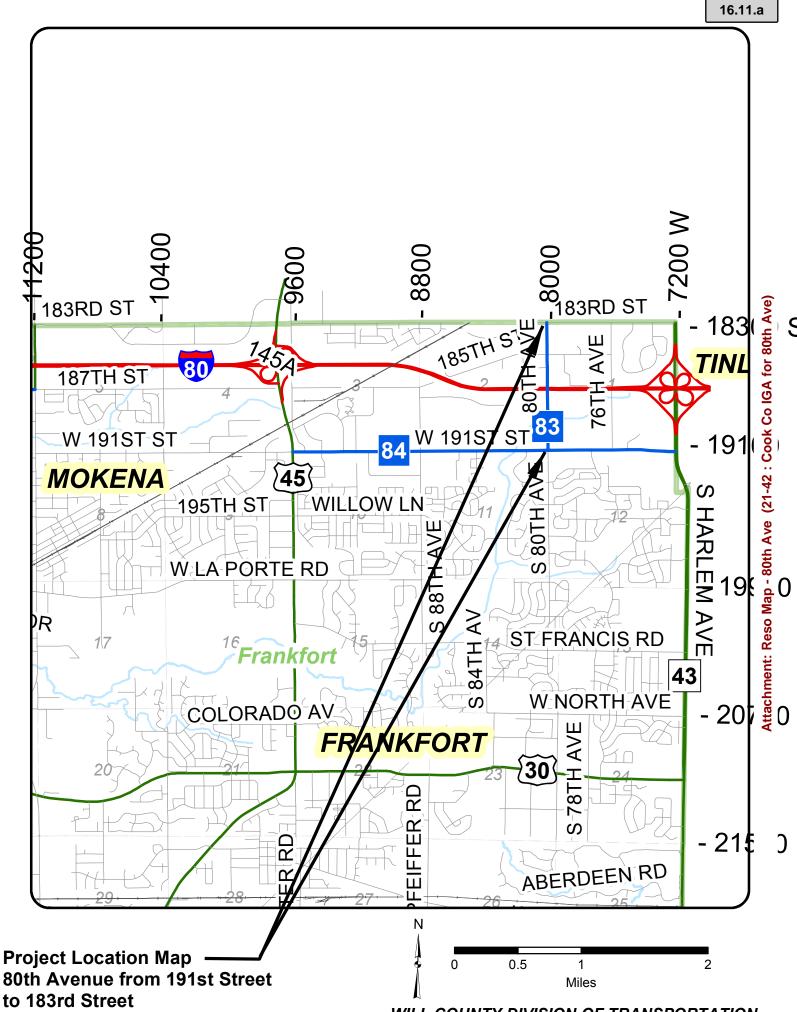
AYES:Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould,<br/>VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum,<br/>Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



WILL COUNTY DIVISION OF TRANSPORTATION

### INTERGOVERNMENTAL AGREEMENT

COUNTY OF COOK

COUNTY OF WILL

80th Avenue Improvements

Cook County Section: 21-W3207-00-PV Will County Section: 06-00122-16-FP

This **INTERGOVERNMENTAL AGREEMENT** (the "AGREEMENT"), effective upon the last dated signature below, is entered into by and between the COUNTY OF COOK, a body politic and corporate of the State of Illinois ("COOK COUNTY"), acting by and through its DEPARTMENT OF TRANSPORTATION AND HIGHWAYS (the "DEPARTMENT"), and the COUNTY OF WILL, a body politic and corporate of the State of Illinois ("WILL COUNTY"), acting by and through its DIVISION OF TRANSPORTATION. COOK COUNTY and WILL COUNTY are sometimes referred to herein individually as a "PARTY" and collectively as the "PARTIES."

### RECITALS

**WHEREAS,** the PARTIES, in order to facilitate the free flow of traffic and ensure the safety of the motoring public, desire to enter into an intergovernmental partnership to make improvements to 80th Avenue (the "PROJECT"); and

WHEREAS, the scope of work for the PROJECT includes the reconstruction of 80th Avenue from south of 191st Street to north of 183rd Street, including widening of the roadway, additional turn lanes and upgraded street lighting; reconstruction of the structures over the Union drainage ditch and Interstate 80; traffic signal modernization at the intersections of 80th Avenue and 191st Street and 80th Avenue and 183rd Street; installation of new traffic signals at the intersection of 80th Avenue and 185th Street; and installation of pedestrian facilities and landscaping; and

WHEREAS, the intersection of 80th Avenue and 183rd Street is under the jurisdiction of COOK COUNTY; and

**WHEREAS,** the PROJECT will also include improvements to the north, east and west legs of the 80th Avenue and 183rd Street intersection (the "COOK COUNTY WORK"); and

**WHEREAS**, the PARTIES by this instrument shall determine and establish their respective responsibilities for construction, construction engineering, maintenance and funding of the PROJECT, including the COOK COUNTY WORK; and

**WHEREAS,** the PARTIES, by virtue of their powers as set forth in the Counties Code, 55 ILCS 5/1-1 et seq., and the Illinois Highway Code, 605 ILCS 5/1-101 et seq., are authorized to enter into this AGREEMENT; and

**WHEREAS,** this AGREEMENT is further authorized under Article VII, Section 10 of the Illinois Constitution and by the provisions of the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

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

Attachment: Agreement - Cook Co IGA for 80th Ave (21-42 : Cook Co IGA for 80th Ave)

#### Ι. **CONSTRUCTION**

- A. Bid Documents. WILL COUNTY shall prepare contract bid documents for the PROJECT, which shall include the minimum qualifications, plans and specifications, special provisions and cost estimates.
- B. Construction Contract. The WILL COUNTY shall enter into a contract with a contractor to furnish all labor and materials needed to construct the PROJECT. In awarding and administering the contract, the WILL COUNTY shall comply with all applicable state and federal laws and regulations.
- C. Pre-Construction Notices. WILL COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to COOK COUNTY prior to the pre-construction meeting for the PROJECT and not less than seven (7) calendar days' advance written notice to COOK COUNTY prior to the start of construction of the PROJECT.
- D. Cook County Permits. COOK COUNTY shall grant and consent to any and all permits for right of access (ingress or egress) and/or temporary use of its property within the PROJECT limits to WILL COUNTY and/or its agents, without charge of permit fees to WILL COUNTY. Any permit(s) for right of access and/or temporary use of any of the COOK COUNTY's property shall not be unreasonably withheld by COOK COUNTY.
- E. Insurance. WILL COUNTY shall require that the construction contractor name COOK COUNTY as an additional insured under the contractor's general liability insurance policy.
- F. Right of Inspection. COOK COUNTY and its authorized agents shall have reasonable rights of inspection (including pre-final and final inspection) during construction of the COOK COUNTY WORK. WILL COUNTY shall work cooperatively with COOK COUNTY to address and resolve any concerns raised by COOK COUNTY with respect to construction of the COOK COUNTY WORK. Any dispute(s) concerning the construction of the PROJECT shall be resolved in accordance with Section V (I) of this AGREEMENT.
- G. Final Inspection Notice. WILL COUNTY shall provide not less than fourteen (14) calendar days' advance written notice to COOK COUNTY prior to final inspection of the PROJECT. COOK COUNTY shall submit final punch list items at least ten (10) calendar days prior to the date of the final inspection as determined by WILL COUNTY.

### II. CONSTRUCTION ENGINEERING

A. Engineering Agreement. WILL COUNTY shall enter into an agreement with a professional engineering firm/consultant to perform construction engineering services for the PROJECT. Construction engineering services may include attendance at pre-construction and progress meetings, providing full-time or part-time inspection services and providing material testing reports.

B. <u>Consultant Selection</u>. In awarding and administering the Phase III engineering agreement, WILL COUNTY shall comply with all applicable state and federal laws and regulations.

### III. MAINTENANCE

County of Cook/County of Will Cook County Section: 21-W3207-00-PV Will County Section: 06-00122-16-FP

- A. **Definition.** As used herein, the terms "maintain" and "maintained" mean keeping the facility being maintained in good and sufficient repair and appearance. Such maintenance includes the full responsibility for the construction, removal and/or replacement of the maintained facility when needed.
- B. <u>Duty to Maintain</u>. Before, during and after completion of construction of the PROJECT, the PARTIES shall maintain, or cause to be maintained, those portions of the PROJECT under their established jurisdictional authority. COOK COUNTY shall also own, operate and maintain all COOK COUNTY WORK components installed and/or improved as part of the PROJECT. This duty to maintain shall survive termination of this AGREEMENT.

### IV. FINANCIAL

- A. <u>Will County Cost Participation</u>. WILL COUNTY agrees to pay all actual construction and construction engineering costs for the PROJECT, including the COOK COUNTY WORK, subject to reimbursement by COOK COUNTY as hereinafter stipulated.
- B. <u>Cook County Cost Participation</u>. COOK COUNTY agrees to reimburse WILL COUNTY for all actual construction and construction engineering costs for the COOK COUNTY WORK included as part of the PROJECT, up to a total maximum contribution of Seven Million Seven Hundred and Four Thousand One Hundred Dollars and Twenty Cents (\$7,704,100.20).
- C. **Progressive Reimbursement.** COOK COUNTY shall reimburse WILL COUNTY as funds are expended by WILL COUNTY. WILL COUNTY may seek reimbursement from COOK COUNTY not more frequently than on a monthly basis. COOK COUNTY shall pay invoices from WILL COUNTY within ninety (90) calendar days of receipt thereof.
- D. <u>Reimbursement Documentation</u>. In order to receive reimbursement from COOK COUNTY, WILL COUNTY must provide COOK COUNTY with the following:
  - 1. an invoice requesting payment, which includes the name of the PROJECT and its associated section numbers;
  - copies of all cancelled checks paid to the consultant(s) and/or contractor(s) (or copies of the associated bank ledgers reflecting the payments), or a letter(s) from the consultant(s) and/or contractor(s) confirming payment was received for the service(s) rendered; and
  - 3. copies of all associated invoices submitted to WILL COUNTY by the consultant(s) and/or contractor(s) for the service(s) rendered.
- E. <u>Insufficient Documentation</u>. If the documentation submitted by WILL COUNTY for reimbursement is reasonably deemed by COOK COUNTY as not sufficiently documenting

the work completed, COOK COUNTY may require further records and supporting documents to verify the amounts, recipients and uses of all funds invoiced pursuant to this AGREEMENT.

F. <u>Ineligible Expenditures</u>. It is understood and agreed to by the PARTIES that COOK COUNTY will not reimburse WILL COUNTY for any expenditures that are of a regular and continuing nature, including, but not limited to, administrative costs, staff and overhead costs, rent, utilities and maintenance costs.

### V. GENERAL CONDITIONS

- A. <u>Authority to Execute</u>. The PARTIES hereto have read and reviewed the terms of this AGREEMENT and by their signatures as affixed below represent that the signing party has the authority to execute this AGREEMENT and that the PARTIES intend to be bound by the terms and conditions contained herein.
- B. <u>Binding Successors</u>. This AGREEMENT shall be binding upon and inure to the benefit of the PARTIES hereto and their respective successors and approved assigns.
- C. <u>Compliance with Laws, Rules and Regulations</u>. The PARTIES shall at all times observe and comply with all federal, state and local laws and regulations, as amended from time to time, in carrying out the terms and conditions of this AGREEMENT.
- D. <u>Conflicts of Interest</u>. WILL COUNTY understands and agrees that no director, officer, agent or employee of WILL COUNTY may have an interest, whether directly or indirectly, in any contract or agreement or the performance of any work pertaining to this AGREEMENT; represent, either as an agent or otherwise, any person, trust or corporation, with respect to any application or bid for any contract or agreement or work pertaining to this AGREEMENT; or take, accept or solicit, either directly or indirectly, any money or thing of value as a gift or bribe or means of influencing his or her vote or actions. Any contract or agreement made and procured in violation of this provision is void and no funds under this AGREEMENT may be used to pay any cost under such a contract or agreement.
- E. <u>Conflict with Exhibits</u>. In the event of a conflict between any exhibit attached hereto and the text of this AGREEMENT, the text of this AGREEMENT shall control.
- F. <u>Counterparts</u>. This AGREEMENT may be executed in two (2) or more counterparts, each of which shall be deemed an original and all of which shall be deemed one and the same instrument.
- G. <u>County Section Numbers</u>. The PROJECT is hereby designated as COOK COUNTY section number 21-W3207-00-PV and WILL COUNTY section number 06-00122-16-FP. The PARTIES shall include COOK COUNTY section number 21-W3207-00-PV and WILL COUNTY section number 06-00122-16-FP on all PROJECT-related submittals, including, but not limited to, emails, correspondence and invoices.

Will County Section: 06-00122-16-FP

- H. <u>Designation of Representatives</u>. Not later than fourteen (14) calendar days after the Effective Date of this AGREEMENT, as defined in Section V (J) below, each PARTY shall designate in writing a full-time representative for the carrying out of the AGREEMENT. Each representative shall have the authority, on behalf of the respective PARTY, to make decisions relating to the work covered by this AGREEMENT. Representatives may be changed, from time to time, by subsequent written notice. Each representative shall be readily available to the other.
- Dispute Resolution. In the event of any dispute, claim, question or disagreement arising out of the performance of this AGREEMENT, the PARTIES hereto shall consult and negotiate with each other in good faith to settle the dispute, claim, question or disagreement.
- J. <u>Effective Date</u>. The Effective Date of this AGREEMENT shall be the date that the last authorized signatory signs and dates this AGREEMENT. This AGREEMENT shall become effective only in the event the corporate authorities of each PARTY approve this AGREEMENT.
- K. <u>Entire Agreement</u>. This AGREEMENT constitutes the entire agreement of the PARTIES concerning all matters specifically covered by this AGREEMENT and supersedes all prior written and oral agreements, commitments and understandings among the PARTIES. There are no representations, covenants, promises or obligations not contained in this AGREEMENT that form any part of this AGREEMENT or upon which any of the PARTIES is relying upon in entering into this AGREEMENT.
- L. <u>Force Majeure</u>. Neither PARTY shall be liable for any delay or non-performance of its obligations hereunder by any contingency reasonably beyond its control, including, but not limited to, acts of God, war, civil unrest, labor strikes or walkouts, fires, pandemics and/or natural disasters.
- M. <u>Inactivity</u>. This AGREEMENT and the covenants contained herein shall become null and void in the event that the construction contract for the PROJECT is not awarded within three (3) years subsequent to the Effective Date of this AGREEMENT, as defined in Section V (J) above.
- N. <u>Liability</u>. No official, officer, employee, attorney, agent or assign of either PARTY shall be liable for any negligent or wrongful act chargeable to the other, unless such liability is imposed by a court of competent jurisdiction. WILL COUNTY assumes no liability for the actions of COOK COUNTY and its officials, officers, employees, attorneys or agents under this AGREEMENT. Similarly, COOK COUNTY assumes no liability for the actions of WILL COUNTY and its officiens, employees, attorneys or agents under this AGREEMENT. Similarly, COOK COUNTY assumes no liability for the actions of WILL COUNTY and its officiens, employees, attorneys or agents under this AGREEMENT. Each PARTY agrees to be solely responsible for liability, suits, losses, judgements, damages or other demands imposed on it as a result of its own actions or omissions in the performance of its obligations specified in this AGREEMENT. In the event of a claim for any wrongful or negligent act, each PARTY shall bear the cost of its own defense.

- O. <u>Modification</u>. This AGREEMENT may only be modified by a written instrument executed by duly authorized representatives of both PARTIES.
- P. No Individual or Personal Liability. The PARTIES agree that the actions taken and the representations made by each respective PARTY and by their respective corporate authorities have not been taken or made in anyone's individual capacity and no mayor/president, board member, council member, official, officer, employee, volunteer or representative of any PARTY will incur personal liability in conjunction with this AGREEMENT.
- Q. <u>No Third-Party Beneficiaries</u>. This AGREEMENT is not intended to benefit any person, entity or municipality not a party to this AGREEMENT, and no other person, entity or municipality shall be entitled to be treated as beneficiary of this AGREEMENT. This AGREEMENT is not intended to and does not create any third-party beneficiary or other rights in any third person or party, including, but not limited to, any agent, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto. No agent, employee, contractor, subcontractor, consultant, volunteer or other representative of any PARTY hereto, subcontractor, consultant, volunteer or other representative of the other.
- R. <u>Notices</u>. Unless otherwise specified, all reports, notices and other communications related to this AGREEMENT shall be in writing and shall be personally delivered or mailed via first class, certified or registered U.S. Mail or electronic mail delivery to the following persons at the following addresses:
  - To COOK COUNTY: Jennifer (Sis) Killen, P.E., PTOE Acting Superintendent Cook County Department of Transportation and Highways 69 W. Washington Street, 24th Floor Chicago, IL 60602 E-mail: Jennifer.Killen@cookcountyil.gov

To WILL COUNTY: Jeff L. Ronaldson, P.E. Director of Transportation/County Engineer Will County Division of Transportation 16841 W. Laraway Road Joliet, IL 60433 E-mail: jronaldson@willcountyillinois.com

- S. <u>Recitals</u>. The introductory recitals included at the beginning of this AGREEMENT are agreed to and incorporated into and made a part of this AGREEMENT.
- T. <u>Records Maintenance</u>. WILL COUNTY shall maintain during the term of this AGREEMENT and for a period of three (3) years thereafter complete and adequate financial records, accounts and other records to support all PROJECT expenditures. These records and accounts shall include, but not be limited to, records providing a full description of each

activity being assisted with COOK COUNTY funds; a general ledger that supports the costs being charged to COOK COUNTY; records documenting procurement of goods and services; contracts for goods and services; invoices; billing statements; cancelled checks; bank statements; schedules containing comparisons of budgeted amounts and actual expenditures; and construction progress schedules.

- U. <u>Reviews and Audits</u>. WILL COUNTY shall give COOK COUNTY access to all books, accounts, records, reports and files pertaining to the administration, receipt and use of COOK COUNTY funds under this AGREEMENT to necessitate any reviews or audits.
- V. <u>Section Headings</u>. The descriptive section and subsection headings used in this AGREEMENT are for convenience only and shall not control or affect the meaning or construction of any of the provisions thereof.
- W. <u>Severability</u>. If any term of this AGREEMENT is to any extent illegal, otherwise invalid, or incapable of being enforced, such term shall be excluded to the extent of such invalidity or unenforceability; all other terms hereof shall remain in full force and effect; and, to the extent permitted and possible, the invalid or unenforceable term shall be deemed replaced by a term that is valid and enforceable and that comes closest to expressing the intention of such invalid or unenforceable term.
- X. <u>Termination of Agreement</u>. Unless otherwise agreed to by the PARTIES in writing, this AGREEMENT terminates upon completion of the PROJECT and final reimbursement by COOK COUNTY, or December 31, 2025, whichever date is earlier.
- Y. <u>Time Is of the Essence</u>. The obligations of the PARTIES as set forth in this AGREEMENT shall be performed in a timely manner such that it will not result in a delay of the PROJECT schedule as determined by the PARTIES.
- Z. <u>Timely Review and Approval</u>. Wherever in this AGREEMENT approval or review by either PARTY is provided for, said approval or review shall not be unreasonably delayed or withheld.
- AA. <u>Venue and Applicable Law</u>. All questions of interpretation, construction and enforcement, and all controversies with respect to this AGREEMENT, will be governed by the applicable constitutional, statutory and common law of the State of Illinois. The PARTIES agree that, for the purposes of any litigation relative to this AGREEMENT and its enforcement, venue will be in the Circuit Court of Cook County, Illinois or the Northern District, Eastern Division of the United States District Court, Chicago, Illinois, and the PARTIES consent to the *in personam* jurisdiction of said Courts for any such action.
- BB. <u>Waiver of Default</u>. The failure by COOK COUNTY or WILL COUNTY to seek redress for violation of or to insist upon strict performance of any condition or covenant of this AGREEMENT shall not constitute a waiver of any such breach or subsequent breach of such covenants, terms, conditions, rights and remedies. No provision of this AGREEMENT shall de deemed waived by either PARTY unless such provision is waived in writing.

Department of Transportation and Highways

IN WITNESS WHEREOF, the PARTIES have executed this AGREEMENT on the dates indicated.

EXECUTED BY COUNTY OF COOK:	EXECUTED BY COUNTY OF WILL:
Toni Preckwinkle President Cook County Board of Commissioners	Jennifer Bertino-Tarrant Chief Executive Officer
This day of, 2021	This day of, 2021
ATTEST: Cook County Clerk	ATTEST: Will County Clerk
RECOMMENDED BY:	APPROVED AS TO FORM: Kimberly M. Foxx, State's Attorney
Jennifer (Sis) Killen, P.E., PTOE Acting Superintendent County of Cook	By: Assistant State's Attorney



ACTION ITEM OF THE COUNTY BOARD WILL COUNTY, ILLINOIS Report to be Placed on File - Public Health & Safety

# PUBLIC HEALTH & SAFETY COMMITTEE Rachel Ventura, Chair

# **Report to be placed on File:**

Will County Regional Office of Education Quarterly Report - October 1 through December 31, 2020 Submitted by Dr. Shawn Walsh, Regional Superintendent



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Establishing FY2022 Federal Legislative Agenda & Priorities

WHEREAS, Will County's population has more than doubled (adding 349,049 residents) between 1985 and 2010, increasing from 328,511 to 677,560 (US Census Bureau) and is expected to be close to 700,000 with the 2020 census; and

WHEREAS, the U.S. Census Bureau has listed Will County as one of the 100 fastest growing and one of the 100 largest counties in the nation in the past; and

WHEREAS, Will County's growth continues to place tremendous stress on our local infrastructure, both human and physical, and has created a back log of critical needs; and

WHEREAS, the Will County Board Legislative & Judicial Committee has worked with the County Executive to document those priorities to be considered for inclusion in the FY2022 Federal Legislative Agenda of Will County, Illinois; and

WHEREAS, the Will County Board Legislative & Judicial Committee and the Will County Executive recommend the attached list of priorities for inclusion in Will County's Federal Legislative Agenda for FY2022.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby establishes the attached list of priorities set forth as the FY2022 Legislative Agenda for Will County, Illinois in substantially the same form as attached hereto.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby incorporated herein as if fully set forth. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]
Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Lauren Staley Ferry Will County Clerk (SEAL)

Jennifer Bertino-Tarrant Will County Executive

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## AUTHORIZATIONS

### **Enhancing County Infrastructure**

Infrastructure Priorities, Surface Transportation Reauthorization and Other Infrastructure Packages-

Federal infrastructure policy was expected to be front and center in 2020 with the 2015 federal surface transportation law, Fixing America's Surface Transportation (FAST) Act, having expired on September 30. While significant work was done by several House committees with jurisdiction over infrastructure policy and investment, most notably the House Transportation & Infrastructure (T&I) Committee, the Coronavirus pandemic and 2020 Presidential Election complicated efforts to enact meaningful infrastructure laws that would bring new federal investments and policies. Will County looks forward to engaging with the Biden Administration and Congress on an infrastructure package and/or a surface transportation bill in 2021.

Will County did support many of the legislative items included in the House passed Moving Forward Act, H.R. 2, which provided roughly \$1.5 trillion in federal infrastructure investment in surface transportation, education, clean energy, water infrastructure, and several other areas of infrastructure policy.

Robust funding of surface transportation programs is necessary if the United States is going to effectively move past the impact of the Coronavirus pandemic. While the Moving Forward Act did not address the sustainability issues that have required the regular infusion of general fund dollars into the Highway Trust Fund (HTF) to keep it solvent, an important priority for Will County, it did provide roughly \$500 billion in funding for surface transportation programs and included several innovative policy solutions.

Future economic growth in the Will County region is tied to efficient movement of goods and how that plays into the region's overall resilient infrastructure system. Will County was heartened to see the Moving Forward Act included significantly more funding for the National Highway Freight Program as well as for the Projects of National & Regional Significance, formerly known as INFRA, the federal discretionary freight project program. Within the freight funding programs, Will County was also supportive of more dollars being allocated to both urban and rural freight corridors and the removal of the cap on funding multimodal freight projects. Should freight programs receive funding at these levels, and with these policy changes, in either an infrastructure/economic stimulus package or the authorization of the surface transportation law, our region will be well positioned because of freight congestion in the County and around the intermodal yards.

Transportation is a critical link in the Will County region's continued development. Investments in transportation that maintain and enhance an efficient and high-quality transportation system within the community and provide access to other business markets are critical for continued growth of the County's economy. Federal funds to preserve existing system assets and to expand the system to support economic success must be increased significantly. Will County supports dedicated funding for bridge replacement and improvement, congestion mitigation, improving safety, and reducing permitting requirements. The County also strongly supports multimodal freight options while targeting performance-based investments that can lead to pollution reductions. Will County is a vital part of the United States freight system with five major interstates, multiple regional and Class I railroads, intercity and commuter rail services, inland waterways, aviation facilities and major intermodal freight yards – the largest Inland Port in North America is located in the County.

The County and State of Illinois continue to educate elected officials and stakeholders through the findings detailed in the 2017 Community Friendly Freight Mobility plan that examined how the region must address the congestion issues through the strategic planning of future infrastructure investments.

Will County has recently invested resources with other local stakeholders on additional studies to better understand the region's infrastructure. The County is planning to utilize new data and information to assist with future planning decisions through the Will County – Joliet Intermodal Transportation Master Plan, the Western Will County Truck Routing and Communities Study (Truck Routing Strategy), and the Will County Freight Transportation and Land Use Strategy (Land Use Strategy) Study.

### Will County Infrastructure Plans and Studies

The Will County Community Friendly Freight Mobility Plan identifies and provides guidance for local freight policies, programs, and investments, while also creating a mechanism for evaluating and prioritizing freight-related projects, recognizing six key areas: safety, mobility, preservation enhancement, workforce, economic competitiveness, and community livability. With support from state, county, and local organizations and input from the public and other stakeholders, the comprehensive Freight Plan provides recommendations to:

- Improve freight mobility and access,
- Embrace new trends, such as e-commerce,
- Grow the local economy and skilled workforce,
- Enhance the quality of life for Will County residents, and
- Comply with federal rules to ensure funding eligibility.

The County's freight study is a helpful tool for identifying which projects are most critical to the region (the study identified 25 tier 1 freight-related projects) based on criteria such as preservation enhancement, safety, mobility, economic competitiveness, community sensitivity, and environmental sensitivity. This information will be helpful to the White House, DOT and Congress as they look for quality projects to fund from the next surface transportation reauthorization bill or potential infrastructure bill.

The County is also in the middle of three other infrastructure related studies.

• <u>The Will County – Joliet Intermodal Transportation Master Plan</u>, which builds on findings and recommendations in the Freight Plan. The County is partnering with the City of Joliet, IDOT and private industrial interests in the intermodal area to develop a transportation improvement program that will identify and prioritize projects that will ease congestion and improve safety. Projects are being identified using the goals and priorities developed

in both the Freight Plan and the County's long-range transportation plan, Will Connects 2040.

- <u>The Western Will County Truck Routing and Communities Study (Truck Routing Strategy)</u> will aid in developing east/west truck routes to help move freight from warehouses / intermodal developments in Will County to interstate highways. CMAP has identified Will County as one of the fastest growing freight land use clusters and a critical component to the regions' freight hub.
- <u>The Will County Freight Transportation and Land Use Strategy (Land Use Strategy) Study</u> will examine how to best support corridors in areas with high truck traffic, rail and/or industrial and commercial land uses. The intent is to maximize compatibility and avoid conflicts in freight-supportive areas when planning for potential land uses and community facilities.

### Surface Transportation Reauthorization/Infrastructure Package Priorities

- Fund critical regional projects, through both formula and discretionary programs, such as the widening of I-80, the Houbolt Bridge Extension Public-Private Partnership, Laraway Road Corridor, Weber Road Phase I (Airport Road to 135<sup>th</sup> Street), Laraway Road Phase I (Cedar Road to US Route 45/LaGrange Road), Manhattan-Monee Road Phase I (Center Road to Monee Corporate Limits), Gougar Road Phase I (Laraway to Francis), which may include crossing improvements, and IDOT 1-55 Lorenzo Road and Route 129.
- Provide significant increases to the federal formula program designed to target freight system improvements, increasing funding for INFRA, the freight funding discretionary program, and CRISI, the discretionary grant program that funds capital projects that will improve passenger and freight rail transportation systems. Increasing the INFRA multimodal cap to at least 50%. Creating other opportunities to provide strategic investments to address increased growth and decrease freight congestion in Will County. In 2018, two freight projects in the County, one at I-80 and US 30, and the other in Plainfield at IL Route 126 and 143<sup>rd</sup>, received \$34.3 million and \$20 million, respectively, in federal freight formula dollars.
- Prioritize funding allocated to surface transportation projects that target freight system improvements.
- The reauthorization/infrastructure package should recognize the significant resources required to operate and maintain transportation assets and provide incentives to project sponsors to use innovative technologies, materials and strategies that will reduce on-going costs, improve safety, increase efficiency, and provide a longer useful life.
- Address the long-term solvency of the Highway Trust Fund (HTF) to ensure that federal surface transportation programs remain sustainable and robust.
- Provide greater transparency to U.S. DOT's INFRA, BUILD and CRISI decision-making processes, so that applicants and interested stakeholders gain a better understanding of where the DOT is prioritizing these dollars and what makes a successful application.
- Increase in the percentage of funding that is sub-allocated to local governments with an emphasis for federal formula and discretionary dollars to be allocated to local projects based on consistent and thoughtful analysis and metrics.

- Provisions addressing highway safety near intermodal yards.
- Significant funding plus-ups for all federal surface transportation programs, but especially for the freight formula program and competitive freight grant program.
- Reauthorizing the surface transportation law prior to its expiration on September 30, 2021. Relying on stopgap measures causes delays and creates uncertainty for our nation's highways, bridges, railroads, waterways, freight yards, and aviation facilities and makes it difficult for state and local transportation agencies to plan infrastructure investments.
- Robust funding including the creation of a multi-billion dollar discretionary grant program for bridge projects and related infrastructure for both state and local governments.

### **Future County Investments**

### **Municipal Bonds Critical to Will County Development**

Will County is competitive when leveraging bonds for critical municipal facilities. Since 2015, the County has utilized nearly \$300 million in bonds to finance a public safety complex, new courthouse and a health department facility. The \$32.3 million public safety complex was completed in November 2017, and is the home of the sheriff's department, the newly consolidated Laraway Communications Center and the offices of the Emergency Telephone System Board, which oversees the county's 911 system. Both the \$205 million, 365,000 square-foot, 10-story courthouse and new start-of-the-art health center opened in 2020.

Congress and the White House maintained the tax-exempt treatment of municipal bonds in the Tax Cuts and Jobs Act of 2017. This commitment allows local governments to utilize this vital tool to make key investments in their communities at the lowest possible costs.

In future developments of tax legislation, either through technical corrections of the 2017 Act, or by introducing standalone tax extenders legislation, the County continues to support making it less costly for local governments to borrow money to fund capital projects whether through tax-exempt municipal bonds or through other financing tools, such as private activity bonds.

Another significant tool the County utilizes is the State and Local Tax (SALT) deduction. The deduction makes it possible for state and local governments to increase revenue to fund critical projects while lessening the impact for individuals and households. The 2017 Act capped the deduction at \$10,000, which hurts state and local governments. There has been discussion early in the 117<sup>th</sup> Congress to increase the cap or eliminate the cap altogether. Will County supports increasing the cap, which directly impacts households and communities.

## **REGIONAL PRIORITIES**

### **Coronavirus Response, Relief, and Recovery**

Addressing the community, health, and financial challenges that have resulted from the Coronavirus pandemic are top priorities for Will County. This includes, but is not limited to, stopping the spread, swift vaccine rollout, safely reopening the community, and sustainable economic recovery. The Coronavirus-relief packages passed in the 116<sup>th</sup> Congress provided much needed assistance and relief to the County.

Will County was a direct recipient of Coronavirus Relief Funds (CRF) from the CARES Act and used the \$120 million allocation to establish resilient and comprehensive emergency response systems, increase testing, and purchasing necessary PPE. The County also allocated CARES funding to local governments, including cities and villages, fire districts, parks and school districts. Financial assistance was provided to small businesses and non-profits impacted by COVID-19 as well. Funding was also used for veteran housing support and homeless prevention efforts.

Local governments across the country had significant responsibilities related to responding to the pandemic. We support additional direct federal allocations to state and local governments that can be used to for various COVID-19 related expenses, such as replacing lost revenue that resulted from the pandemic, which will help keep state and local government workers employed and crucial services open. As a responsible recipient of CRF dollars, we hope our success shows County governments should continue to receive direct allocations of federal relief funding.

Will County is a part of Illinois Region 7 and currently has a positivity rate of 6.3%. 61,416 residents have confirmed cases of COVID-19 and there are 836 confirmed deaths.

Will County has developed a vaccination program which utilizes a collaborative partnership between the county Health Department and over 40 different providers including local hospitals, EMS providers, pharmacies and other healthcare providers. The vaccination program is based on recommendations and requirements from the Illinois Department of Public Health, the Advisory Committee on Immunization Practices (ACIP) and the Center for Disease Control (CDC) and is a phased approach with set priority groups.

The following federal programs have been critical throughout the pandemic:

- Community Development Block Grant (CDBG) Program
- Economic Adjustment Assistance (EAA) Program
- FEMA Public Assistance Program
- HOME Investment Partnerships Program (HOME)
- Homeless Assistance Programs (including the Continuum of Care (CoC) and Emergency Solutions Grants (ESG) Programs)
- Paycheck Protection Program and Economic Injury Disaster Loans
- Section 8/Housing Choice Voucher (HCV) Program
- Social Services Block Grant (SSBG) Program
- Special Supplemental Nutrition Program for Women, Infants, and Children (WIC)

• Temporary Assistance for Needy Families (TANF) Program

Additional comprehensive Coronavirus-relief is necessary to continue to support vaccine rollout, acquire PPE and testing, provide economic relief, and support local governments. In future Coronavirus-relief legislation we support the following:

- Direct funding for State and Local Governments especially to Counties that can be used for revenue loss resulting from the pandemic.
- Ensuring financial resources for unemployed individuals or those at-risk of unemployment through the continuation of additional funding in the Unemployment Insurance (UI) program through the duration of the public health crisis.
- Appropriating emergency funding for childcare programs including Head Start and Early Head Start to prevent parents from having to choose between their children or work.
- Expanding paid sick leave and paid family leave tax credits for county government employees.
- Allocating additional funding to the Paycheck Protection Program and Economic Injury Disaster Loans that support small businesses and impacted industries, so those businesses stay open and limit job loss.

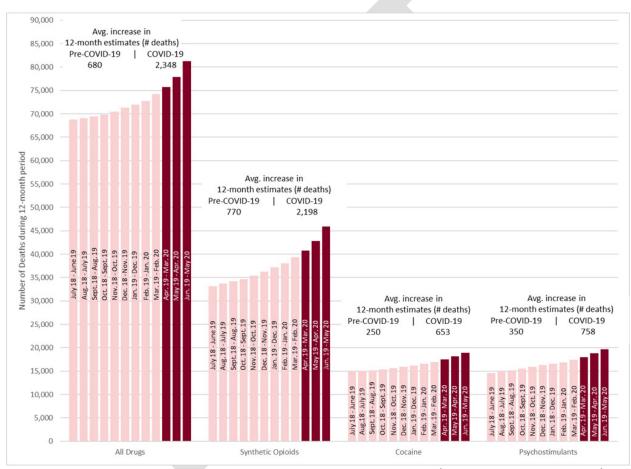
### **Opioid Epidemic – A Public Health Challenge**

The COVID-19 crisis has created additional challenges for people with an opioid use disorder. COVID-19 related shelter-in-place orders have pushed people into isolation, decreased already limited access to treatment and disrupted daily support systems. The behavioral health community is raising alarms that the current climate is a risk factor for substance use relapse and mental health crisis. It is likely that the coronavirus disease (COVID-19) and subsequent disruptions in health care and social safety nets combined with social and economic stressors and the presence of Fentanyl will fuel the opioid epidemic.

Will County drug overdose deaths began to rise again in 2019 and continued in 2020, prior to the declaration of the COVID-19 National Emergency in the United States in March. The increases in drug overdose deaths appear to have accelerated during the COVID-19 pandemic with a 20+ percent increase in Illinois (CDC, 2021). The largest increase recorded from March 2020 to May 2020, occurred with the implementation of widespread mitigation measures for the COVID-19 pandemic. The most recent provisional data available from the Centers for Disease Control and Prevention's (CDC) National Center for Health Statistics (NCHS) indicate that approximately 81,230 drug overdose deaths occurred in the United States in the 12-months ending in May 2020. This represents a worsening of the drug overdose epidemic in the United States and is the largest number of drug overdoses for a 12-month period ever recorded (https://emergency.cdc.gov/han/2020/pdf/CDC-HAN-00438.pdf).

### **Trends by Cause of Overdose Deaths**

Synthetic opioids are the primary driver of the increases in overdose deaths. The 12-month count of synthetic opioid deaths increased 38.4% from the 12-months ending in June 2019 compared with the 12-months ending in May 2020 (Figure 1). The increase in synthetic opioid-involved overdoses is primarily linked to illicitly manufactured fentanyl. The opioid epidemic has also been complicated by increasing use of methamphetamine and cocaine in combination with Mortal Wkly Rep. opioids. (MMWR Morb 2020 : 69 (35) : 1189 1197. doi:10.15585/mmwr.mm6935a1). Overdose deaths involving cocaine increased by 26.5% from the 12-months ending in June 2019 to the 12-months ending in May 2020 (Figure 1).



*Figure 1: Twelve-month provisional*<sup>*a*</sup> *drug overdose death counts for all drugs*<sup>*b*</sup>, *synthetic opioids*<sup>*c*</sup>, *cocaine*<sup>*d*</sup>, *and psychostimulants*<sup>*e*</sup>, *for 50 states, the District of Columbia, and New York City: 12-months ending in June 2019 to 12-months ending in May 2020*<sup>*f*</sup>

In 2019, Will County reported **123** opioid related overdose deaths and in 2020 preliminary data shows a 21% decrease in overdose deaths. In contrast we saw a **35% increase in nonfatal overdoses** in 2020 compared to 2019. The data from the Illinois Department of Public Health shows a sharp uptick in hospitalizations and Emergency Department activity in the first and second Quarter of 2020.

Attachment: Will County FY2022\_Federal Agenda\_v8(21-54:Disc Re: Federal Legislative Agenda)

Will County: Fatal Overdoses by Year								
<u>Year</u>	<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>			
<u>Total</u>	102	126	124	105	123			

# Will County: Total Emergency Department (ED) <u>Activity</u> and Hospitalizations for Overdoses by Year

		<u>2015</u>	<u>2016</u>	<u>2017</u>	<u>2018</u>	<u>2019</u>	<u>Q1 and Q2</u> <u>2020</u>
	<b>Overall Totals</b>	349	556	547	521	509	290
Emergency	<u>Total</u>	195	387	383	397	382	230
Department (ED)	Heroin	134	282	304	301	264	165
<u>Activity</u>	Other Opioids	61	105	79	96	118	65
Hospitalizations	<u>Total</u>	154	169	164	124	127	60
	Heroin	41	44	51	46	55	25
	Other Opioids	113	125	113	78	72	35

We identified early on that COVID-19 was negatively affecting our substance use disorder community. In response, we launched two new programs directly aimed at getting naloxone into the hands of as many people as possible in Will County. Naloxone is a prescription medication approved by the Food and Drug Administration (FDA) designed to reverse an opioid overdose. We targeted the locations where the largest number of overdoses were occurring. Individuals in long-term recovery staff the Rapid Response Naloxone Program Team funded by a grant from the Illinois Department of Human Services. Our partnerships in this venture have grown to include our local food banks, motels, and homeless encampments.

Our second strategy was in response to the change in regulations that permitted take-home dosing of methadone. SAMHSA and the DEA have relaxed regulations on Opioid Treatment Programs (OTPs) to enable increased telehealth and take-home doses during this public health emergency (ASAM's COVID Guidance for OTPs). In response, the Illinois Department of Human Services provided additional funding to supply two kits with four doses of Narcan to all methadone patients in Will County.

COVID-19 has introduced a number of key challenges to receiving treatment; it has also been accompanied by changes favoring access to care. These changes include (1) reducing financial barriers to treatment and naloxone through the emergency expansion of Medicaid, (2) easing of restrictions on the dispensing of methadone (e.g., take-home doses for 14-28 days instead of daily directly observed dosing), and (3) expanding the role of telemedicine in the care of patients with opioid use disorder (e.g., buprenorphine initiation and follow-up by video or telephone visit).

Medicaid expansion under the Affordable Care Act was associated with increased buprenorphine use and naloxone prescribing. Ultimately, the population effect of these policies will depend in part on state, clinic, and clinician implementation and the availability of sufficient infrastructure to meet need. Medication to treat opioid use disorder is consistently underused, and many counties in the US have a shortage of opioid use disorder treatment. (September 18, 2020. doi:10.1001/jama.2020.18543). Will County is one of those counties.

### **Change and Innovation Required**

Now more than ever, assistance is needed with linkages to housing and social services programs. Many individuals with a substance use disorder struggle with life skills - stable employment, housing and food insecurity, and ultimately a downward spiral that increases relapse risk and damage to recovery. Such prospects underscore the urgent need for emergency pathways, including through Medicaid waivers, to housing and social services.

Will County Office of Substance Use Initiatives and Will County Workforce Services received the US Department of Labor IL Disaster Recovery National Dislocated Worker Grant Program (IOCDWG) Grant to create temporary disaster relief employment (Recovery Coaches) to alleviate the effects of the opiate crisis in Will County. We have partnered with nine behavioral health agencies and placed nineteen recovery coach trainees. This program has helped people struggling with the changes to care created by the COVID-19 epidemic. The Recovery Coach team is comprised of dislocated workers and incumbent workers (currently underemployed or unemployed) who want to support individuals struggling with opioid addiction.

Access to care for Medicaid patients or uninsured is challenging and COVID-19 temporarily forced the closing of the treatment center that cares for these patients. Not only inpatient care but outpatient care was stopped without warning. Upon reopening capacity was cut by 50% due to public health mitigations. This situation has exacerbated the lack of accessible services. As we responded to the pandemic we stopped responding to the opioid epidemic.

The COVID-19 crisis has created many additional challenges for patients with opioid use disorder, including those seeking treatment with medications for OUD. Some of these challenges include closure of substance use treatment clinics, focus of emergency departments on COVID-19 patients, social distancing and shelter in place orders affecting mental health, bystander overdose rescue, threats to income and supply of substances for people who use drugs. While the initial changes in regulation allowing buprenorphine prescribing by telehealth are welcomed by providers and patients, many additional innovations are required to ensure that additional vulnerabilities and hurdles created by this pandemic scenario do not further fan the flames of the opioid epidemic (2020 May 12 : 10.1097/ADM.00000000000684).

Virtual connections to care seem the safest strategy to both initiate and continue care. Rapid changes in regulations have allowed for immediate deployment and learn-as-you-go strategies for telehealth platforms. In many cases, these platforms only require that a patient have a computer or phone and a health system account. Unfortunately, that creates a large divide between the socially vulnerable patients most at risk and the patient population that receives highly reimbursed care from the health system with ready access to their clinicians via email, phone, or telehealth appointments. In many cases, health insurance companies dictate care rather than behavioral health physicians. This is often the biggest barrier to care. Medicaid patients are the most vulnerable.

Although the pandemic threatens everyone, it is a particularly grave risk to the millions of Americans with opioid use disorder, who—already vulnerable and marginalized—are heavily dependent on face-to-face health care delivery. Rapid and coordinated action on the part of clinicians and policymakers is required if these threats are to be mitigated. Now more than ever Emergency Departments (ED) need to provide care after an overdose and not just stabilization. The standard practice of care in an ED is not consistent which continues the stigma that people with substance use disorder don't deserve best practice. The COVID-19 pandemic strikes at a moment when our national response to the opioid crisis was beginning to coalesce, with more persons gaining access to treatment and more patients receiving effective medications). COVID-19 threatens to dramatically overshadow and reverse this progress.

Those in recovery are uniquely challenged by social distancing measures. Social distancing will increase the likelihood of opioid overdoses happening when there are no observers who can administer naloxone to reverse them and thus when they are more likely to result in fatalities. Persons who are isolated and stressed—as much of the population is during a pandemic—frequently turn to substances to alleviate their negative feelings. Those in recovery will face stresses and heightened urges to use substances and will be at greatly increased risk for relapse.

The following policies and funding are very important:

- Continue funding The Illinois Department of Human Services/Division of Substance Use Prevention and Recovery (IDHS/SUPR) who administers the Drug Overdose Prevention Program (DOPP) the grants that expand the provision and use of naloxone and overdose prevention education that have funded Will County's program for the last five years.
- Expand locations in which **overdose prevention education and take-home naloxone** are provided especially in Emergency Departments after an overdose and jails when people with an opioid use disorder are released.
- Require payment for **peer recovery support specialists** to promote engagement in treatment and long term recovery.
- Expand access to and provision of evidence based treatment for substance use disorders.
- **Repeal the "inmate exclusion"** that bars the use of federal Medicaid matching funds from covering healthcare services in jails and prisons and **remove the inmate limitation on benefits under Medicare.** Continuation of healthcare coverage during detention and incarceration will facilitate treatment continuity and retention, possibly with the same addiction treatment provider.
- Incentivize through training grants preparation of psychiatrists, psychologists, and advanced nurse practitioners specializing in behavioral health

Successfully linking and retaining individuals in care and treatment requires comprehensive approaches to expanding access, such as: eliminating caps on the number of patients who can be treated by a prescriber; expanding community outreach, social services, and telemedicine; by more emergency department physicians obtaining waivers to initiate medication treatment for patients with opioid use disorder who are discharged from the emergency department; and eliminating the barrier of requiring a waiver to prescribe buprenorphine in the first place.

### **Agricultural Exports**

Will County remains one of the fastest growing counties in Illinois by total population numbers and has remained a major hub in the national transportation system with five major interstates, multiple regional and Class I railroads, inland waterways, aviation facilities, and intermodal freight yards. These factors have resulted in Will County being one of the largest Inland Ports in the world and a vital part of the global supply chain.

The County's inland ports are an agricultural export hub for the entire Midwestern United States. In the past, over 85 million bushels of grain were shipped out to foreign markets through two local intermodal facilities (the Joliet UP intermodal yard and the Elwood BNSF intermodal yard). These figures represented approximately 20 percent of all corn and soybean exports from Illinois. Unfortunately, with recent trade disputes, these numbers have fallen.

The large growth in agricultural exports in the region over the last decade plus has made developing freight goods movement networks critically important. Investment in the region to relieve congestion and traffic bottlenecks must be a regional and national priority due to the amount of freight traffic and exports going through the County. These investments are also critical to keeping motorists safe navigating both the highway and local road systems.

The recommendations that came out of the September 2017 Will County Community Freight Mobility Plan will help address the strain from the growth in freight goods traffic and the dangerously high levels of congestion and bottlenecks. The Freight Plan provides guidance for local freight policies, programs, and investments, while also creating a mechanism for evaluating and prioritizing freight-related projects, recognizing six key areas: safety, mobility, preservation enhancement, workforce, economic competitiveness, and community livability. The County is also proceeding with additional infrastructure studies and planning which should provide key information to local decisionmakers when planning for future investment.

### **Chinese Tariffs**

Illinois is the largest U.S. soybean producer and China is the largest soybean importer. In recent years, the United States and China instituted a series of retaliatory tariffs against one another. While this agreement prevents future damage from the trade war, it does not undo the past damage. There has been an irreparable impact on farms across the United States from China's increased tariffs on our soybeans, corn, wheat and other agriculture products. Conversely, the increased prices in Chinese chemicals necessary to kill crop pests and increase yields has impacted the past few harvests. In Will County, the impacts are seen by farmers who are storing their yields in silos, delaying the sale of their products until they are more competitive globally. These farmers are risking delaying their income and increasing the likelihood their yields could rot, marking them unsellable. This trade war has been somewhat mitigated by a Phase I trade deal between the two countries and some funding out of the market facilitation program (MFP). Regional farmers are hoping that the Biden Administration can address many of the issues that impacted commodity prices as a result of the China tariffs and natural disasters.

American agricultural exports are not as competitive as they were before the retaliatory tariffs with China. American farmers are spending more money to produce products that cost considerably more to export into China.

It is important now, more than ever, for American agricultural exports to resume its competitive position in international markets. Will County hopes the Biden Administration can reverse the damage resulting from the tariffs. Farmers and regional export businesses will have to work diligently and swiftly to resume contracts with Chinese importers, which were cancelled due to high tariffs.

### **DuPage River Study**

The DuPage River and tributaries drain approximately 353 square miles in suburban Cook, DuPage and Will Counties in Metropolitan Chicago. The study area has experienced rapid development over the past two decades, and currently includes 40 communities affecting approximately 4,300,000 people. Major storm events occurred in the basin in 1996, 2008, 2009, and most recently in April 2013, resulting in significant overbank flooding in over 20 communities, significant damage to residential and non-residential structures and critical infrastructure, and the closure of two major interstate highways (I-80 and I-55) for several days.

In August 2019, the U.S. Army Corps of Engineers, Chicago District, approved the DuPage River, Illinois Feasibility Report and Integrated Environmental Assessment.

The feasibility study investigated flood risks within the DuPage River watershed in northeastern Illinois and identified potential solutions to mitigate those risks.

The study sought to address impacts of flooding to structures, infrastructure, and the transportation system. In addition, there continues to be some concern regarding the health and safety of residents due to impacts on water and sewage systems from the high river and groundwater levels.

The Recommended Plan includes two structural components and 38 nonstructural components (likely acquisition of 6 structures, elevation of 9 structures, floodproofing of 23 structures). Of the 38 nonstructural components, 33 are within Will County.

Plan	Alter	native Measu	ire Counts				
Name	Buyout	Elevations	Dry Floodproofing	Total	Description		
EBNS2	1	4	0	5	5 industrial buildings in Lisle (1), Bolingbrook (3)*, and Glen Ellyn (1)*		
LCNS1	0	0	4	4	4 industrial buildings in Plainfield*		
DUNS1	3	0	4	7	7 industrial buildings in Plainfield*		
DUNS2	1	0	1	2	2 industrial buildings in Plainfield*		
DUNS3	1	5	7	13	2 residential buildings, 2 institutional (church), and 9 industrial buildings in Shorewood*		
IMNS1	0	0	4	4	4 residential buildings in Channahon*		
SJNS1	0	0	3	3	3 residential high-rise condominium buildings in Lisle		
Total	6	9	23	38			

Table 5-1. Summary of Nonstructural Components of NED Plan

Attachment: Will County FY2022\_Federal Agenda\_v8(21-54:Disc Re: Federal Legislative Agenda)

Note: Asterisk (\*) denotes projects in Will County

Source: U.S. Army Corps of Engineers, DuPage River, IL Feasibility Report and Integrated EA

## Current Status

Will County secured language in the Fiscal Year 2020 Energy & Water Appropriations spending bill that directed the Army Corps to expedite the implementation of the feasibility study, "[t]he Corps is encouraged to expedite the implementation of feasibility studies approved in 2019 under section 206 of the Flood Control Act of 1958."

In FY2021, Will County budgeted roughly \$427,000.00 in local match to pay for implementation of these projects. It is estimated that the total local match needed for all of the construction projects under this study is roughly \$2,475,000.00. It is anticipated that the construction costs will be spread over the next 5 fiscal years, FY 2023-FY 2027. The County has been making annual programmatic requests to its congressional delegation for Army Corps Continuing Authorities Program (CAP) funding to enact components from the Recommendation Plan, as well as to support other potential projects, and will continue to do so in FY2022.

## FEDERAL PROGRAMS

### Will County Emergency Management

### Emergency Management Performance Grant Program (EMPG)

The EMPG program provides funding on a matching basis via the states to help support local emergency management programs. The program has existed in one form or another for over 40 years. There are three issues of importance to Will County regarding this program:

- 1. Ensure that EMPG remains distinct from other funding programs so it may continue to be directed specifically to emergency management programs. There have been efforts in recent years to "bundle" EMPG with other homeland security-related grant programs.
- 2. Increase the level of EMPG funding. The program is intended to fund up to 50% of eligible administrative costs for a local emergency management program. However, typical funding levels allow Will County to receive funding for approximately 15% of its eligible costs.
- 3. Add requirements for states to provide a greater portion of funding to local programs. The states, including Illinois, are allowed to determine the funding amounts they will pass through to local emergency management programs. As their budgets tighten, they will find it more difficult to pass funding to the local programs. This is especially an important point in Illinois. With state budget issues over the last couple years, it has become more difficult for local EMAs to receive federal dollars. The EMPG program was funded at level funding in Fiscal Year 2021 at \$355 million. Will County requests funding be maintained or increased in Fiscal Year 2022.

### Port Security Grant Program (PSG)

The PSG program provides funding for various initiatives intended to help prevent, detect, deter, and respond to threats to the nation's ports and waterways. Will County has successfully obtained grant funding for various projects over the course of several federal fiscal years. These projects have benefitted Will County and improved our readiness posture in several key areas.

PSG is one of the few homeland security-related grant programs to which WillCounty may directly apply without going through the State. Over the last several fiscal years, including FY21, PSG funding has remained stagnant at \$100 million per year. Will County encourages the continued funding of the PSG program at \$100 million in FY 2022.

### Hazardous Materials Emergency Preparedness Grant Program (HMEP)

The HMEP program provides funding for planning and related preparedness activities for hazardous materials fixed facilities and transportation risks. HMEP funding is administered through the State. Program changes at the Federal and State levels have caused this funding to fluctuate from year to year. Funding is also allocated based on somewhat subjective criteria. Will County would like to see changes in the program to allocate funding to counties based upon the degrees of fixed facility and transportation risk. In FY 2021, HMEP funding was increased by over \$6 million to \$124.98 million. The County supports the continued or increase in funding of HMEP at \$124.98 million in FY 2022.

### Urban Area Security Initiative (UASI)

The UASI program provides funding directly to designated major urban areas for use in supporting homeland security related initiatives. The Chicago Metropolitan Area is designated as a "Tier I" Urban Area and received between \$54 and \$68 million in FY2020 according to the Department of Homeland Security Target Allocation Bulletin.<sup>1</sup>

Based upon prior federal policies governing the UASI program, the entire Chicago Metropolitan Area, except for Chicago and Cook County, were excluded from participation in the program. Subsequently, federal policies were changed, making it possible for Will County to be included in the Chicago Tier I Urban Area. However, the current federal policies leave the decision to add jurisdictions to the Urban Area that is the direct recipient of the funding. Since it would be financially disadvantageous for Chicago and Cook County to add other jurisdictions to the Chicago Urban Area, they continue to exclude Will County.

Changes in federal policy, either through existing authority or modified through legislation or an appropriations bill, are needed to require the Chicago Urban Area to incorporate Will County into the Chicago Urban Area Working Group (UAWG). Will County may wish to pursue this initiative in concert with other counties in the Chicago Metropolitan Area. UASI received a \$40 million increase in FY 2021, totaling \$705 million. Will County supports maintaining or increasing the funding level in FY 2022 as well as the incorporation for Will County into the Chicago Urban Area Working Group.

### Will County Community Health Center

The Will County Health Department and Community Health Center focuses on traditional public health programs, multi-disciplinary behavioral health programs and comprehensive primary healthcare services delivered through a public entity model Federally Qualified Health Center (FQHC).

The organization depends on a variety of federal funding, the most significant of which includes: Title X family planning funding, Women, Infants and Children (WIC) funding, Maternal and Child Health Block Grant funding, Vaccine for Children (VFC) funding, Emergency Preparedness and Response funding. and Community Health Center 330 Grant funding.

The Will County Health Department has an annual budget of roughly \$30 million. The FQHC receives roughly \$10 million in annual federal funding. The Affordable Care Act (ACA) resulted in the uninsured population in Will County going from 50% to roughly 30%.

Outside of this necessary and critical federal funding to serve the community, the biggest concern for the Will County Health Department is lack of funding and understanding of how important it is to address behavioral and mental health issues. Behavioral health is a difficult issue because it has not been a priority in the medical community until very recently and many people's insurance do not cover these types of services. The Will County Health Department believes that behavioral health should be more closely integrated with primary care. Currently, behavioral health wait times are too long, and people are unable to get into see doctors and counselors. The Health Department

<sup>&</sup>lt;sup>1</sup> IB No. 446: Fiscal Year 2020 Notices of Funding Opportunity (fema.gov)

strongly believes there is a correlation between chemical abuse in the community and behavioral health problems. The majority of the time only treatment can address these serious issues, which is why Will County supports the Biden Administration and 117<sup>th</sup> Congress prioritizing a robust policy response and funding for mental and behavioral health.

### **Community Development Programs**

### Community Development Block Grants (CDBG)

The Community Development Block Grant Program (CDBG) was allocated \$3.475 billion for FY2021, level funding from FY 2020.

As overall funding levels continue to be a challenge for many domestic discretionary federal programs, it is important to protect the CDBG program because of the positive and direct impact it has on a community's ability to fund unique housing, infrastructure and economic development needs. Many of the beneficiaries of the program also happen to be low- and moderate-income households. Will County hopes that the CDBG program is spared from any cuts in the FY 2022 spending bill and believes the County provides a strong example of what can be accomplished on a local level through the leveraging of CDBG dollars.

### CDBG in Will County

Since 1982 when Will County first qualified as an entitlement community, approximately \$78 million federal CDBG funds have been invested in the County's long-standing neighborhood improvement projects that could not be supported by the local tax base. The major program goal is "to benefit low and moderate income" households. Implicit in this program goal is the reality that low-income neighborhoods do not generate a sufficient tax base necessary to pay for the many neighborhood improvements. That being the case, CDBG leverages local and other federal funds to bring about the necessary improvements.

Over the past 20 years, the Will County CDBG entitlement grant has leveraged funds at a 4.4 to 1 ratio. In other words, an annual grant of \$2.0 million has generated other public and private funds of \$8.8 million into these same neighborhoods.

Will County has focused its priorities on neighborhood improvements that concentrate on unincorporated "fringe" neighborhoods that border incorporated municipal boundaries, but that are not served by those municipalities. Almost every township in the County has a "fringe" neighborhood that has received benefit from this program.

### Impact of CDBG Cuts in Will County

Any loss in funding to the CDBG program may force the County to scale back its focus on large scale sewer and water projects. Even with full funding, projects of this nature take years to materialize.

Projects such as the replacement of sub-standard drinking water systems in the Lockport Heights subdivision of Homer Township take 5 to 7 years to fully fund at the current funding levels. If substantial cuts are made to the CDBG program, this type of project becomes impossible to fund. Most often, these types of projects impact between 150 and 350 homes per project. Another multi-

year project that is currently funded by CDBG is the transfer of water and sewer service from Township services to City of Joliet services, which includes 890 homes. This is a multijurisdictional project and is necessary to ensure safe water and sewer service to residents of unincorporated Fairmont. We expect the demand for this type of relief to increase in the years to come in unincorporated areas of Will County. Many unincorporated areas are served by local water and sanitary districts that are not funded to the level they need to be to ensure proper capital improvements. Years of disinvestment lead to aging systems and infrastructure. Because these areas are often low-income areas, the local tax base is also low and there is limited ability for residents to shoulder any increases in monthly payments. But for CDBG funds, these type of infrastructure improvements would not be possible.

Affordable housing is also a critical need in the County. One particular population that is growing is the senior population and the need for affordable housing options are limited for those that want to downsize in the County. In an effort to help seniors "age in place" CDBG funds are used to fund a Safe @ Home program that pays for home repairs and rehab such as roof repairs, HVAC, accessibility, and plumbing help income eligible elderly stay safely housed. Since 2016, 110 seniors were assisted in Will County.

In addition to public infrastructure improvement projects, CDBG also allows for 15% of the allocation to be used for public service projects. CDBG funds are used to support non-profits that serve low-income populations. Examples of projects include homeless prevention programs, Guardian Ad-litem training program for abused and neglected children, food pantry assistance and housing counseling programs for foreclosure prevention and homebuyers and

Will County strongly supports an increase in CDBG funding for FY 2022 so that important projects for low-income individuals can be completed.

### HOME Investment Partnership Program

The HOME Investment Partnerships Program (HOME) provides formula grants to states and localities that communities use - often in partnership with local nonprofit groups - to fund a wide range of activities including building, buying, and/or rehabilitating affordable housing for rent or homeownership or providing direct rental assistance to low-income people.

Will County has been awarded just under \$18 million in HUD HOME funds since the program's inception in 1992. The County uses HOME funds for activities supporting affordable housing, including acquisition, construction, rehabilitation, home buyer assistance, and tenant based rental assistance. HOME funds have allowed Will County to leverage over \$27 million in private investment, create opportunities to revitalize and build affordable housing projects. A \$500,000 HOME award generated \$12 million in Low Income Housing Tax Credit (LIHTC) and private funds to redevelop a bankrupt senior housing development at McKenzie Falls, which is a senior housing development in the Village of Bolingbrook. HOME funds were also used in Shorewood Horizon affordable housing senior development, and Liberty Meadows affordable housing to a 9 million dollar project for a much needed 25 unit permanent supportive housing development in New Lenox, IL.

HOME funds are also used to provide affordable homeownership options to low-income households through single family housing development and down-payment assistance. The

County partners with Habitat for Humanity for development of affordable homes and each HOME investment leverages between 25-50% of donated time and material.

HOME funding has been level at \$1.350 billion since FY2020. The County supports Congress and the Administration funding HOME at the same or greater amount in FY2022. Steady funding for the program will allow low-income areas in the County that need community development assistance to move forward with critical projects.

### Homeless Emergency Solutions Grant/Emergency Solutions Grant

Will County has been awarded just under \$2.5 million in HUD HOME funds since the program's inception in 1990.

HUD's McKinney-Vento Homeless Assistance Grants program is at the core of federal efforts to end homelessness. Each year, HUD award Homeless Assistance Grants to communities that administer housing and services at the local level. Advocates in the industry are seeking support for at least \$3.415 billion for Homeless Assistance Grants in FY 2022 and the County supports that request.

The Emergency Solutions Grant (ESG) program and the Continuum of Care (CoC) program fund are the cornerstones of the system to end homelessness. The ESG grant funds street outreach, homelessness prevention and diversion, emergency shelter, and rapid re-housing. The CoC program funds permanent supportive housing, rapid re-housing, transitional housing, and coordinated entry.

### Homeless Services Grants and Housing Vouchers in Will County

The Continuum of Care, which serves Will, Kendall and Grundy counties has successfully brought in approximately 4 million dollars annually through competitive application to assist in ending homelessness. The County's ESG funds are used in tandem with the CoC funds for homeless prevention by providing much needed rental assistance to households at risk of homelessness. In 2019, Will County had 1,300 individuals experiencing homelessness and the results of the 2021 annual Point in Time count are being tabulated. To effectively end homelessness, the Continuum of Care system needs continued funding with increases to account for changing market conditions and limited affordable housing stock.

In 2019, the Housing Authority of Joliet received \$400,000 to fund 50 households with disabilities through mainstream vouchers. Twenty five (25) of these vouchers were provided to the Continuum of Care under a partnership agreement. The Housing Authority of Joliet administers nearly 1,845 housing choice vouchers, 205 project based vouchers throughout Will County, manages 350 units for senior/disabled, 12 family units and more recently has developed mixed income housing adding additional housing options in the County.

HUD Veterans Affairs Supportive Housing (VASH) program combines Housing Choice Voucher (HCV) rental assistance for homeless Veterans with case management and clinical services provided by the Department of Veterans Affairs (VA). VA provides these services for participating Veterans at VA medical centers (VAMCs) and community-based outreach clinics. In 2017, the Continuum of Care was recognized for being the 50<sup>th</sup> in the country to effectively end homelessness among Veterans. This recognition could only be made possible with resources to

support housing for Veterans. In the past 4 years, 96 Will County veterans received HUD VASH vouchers. The County supports additional VASH Vouchers for Will County Veterans to ensure we can continue to meet the needs of Veterans in the community.

### Will County Workforce Investment Board Programs

Funding for workforce programs in Will County under the Workforce Innovation and Opportunity Act (WIOA) ranges from approximately \$4.2 million to \$5.0 million Program Year (July 1 – June 30). These funds are used to provide workforce services and training to low-income adults and youth and dislocated workers. Services include, but are not limited to, occupational skill training, job search assistance, resume preparation, job search workshops, math and reading skill enhancement and work readiness training. Additionally, funds were previously used to assist Will County businesses with training that they need for their current workforce to ensure that local companies remain productive and competitive, and most importantly, that they stay in business.

Program	PY20	PY19	PY18	PY17	PY16	PY15
Adult	\$1,650,071	\$1,612,931	\$1,634,538	\$1,688,884	\$1,642,465	\$1,709,653
Dislocated Worker	\$2,185,784	\$2,785,187	\$2,298,959	\$2,638,659	\$2,258,026	\$2,431,487
Youth	\$1,708,090	\$1,671,110	\$1,688,706	\$1,784,716	\$1,736,848	\$1,807,285
Total	\$5,543,945	\$6,069,228	\$5,622,203	\$6,112,259	\$5,637,339	\$5,948,425

WIOA related programs in Will County are administered through a partnership between the Workforce Investment Board of Will County, the Will County Executive and the Will County Board. The Workforce Investment Board is made up of a diverse group of business and community leaders in Will County and they set the policies for the WIOA programs offered in the County. These local programs are developed to ensure that the residents and employers of Will County are the focus of the funds and that there is flexibility to change those programs and initiatives to meet rapidly changing local workforce needs.

The County strongly supports robust funding of WIOA related programs because of the direct impact it has on its employment base and economy. The WIOA State Formula Grant program received \$3.562 billion in FY 2020. Will County hopes that WIOA related programs will receive at least \$3.562 billion in FY 2021.

WIOA was signed into law in 2014 and replaced the Workforce Investment Act of 1998. There were discussions about reauthorizing WIOA in 2020, but the Presidential Election and other legislative priorities prevented action on this workforce law.

Will County is supportive of the Biden Administration and the 117<sup>th</sup> Congress reauthorizing WIOA and have included legislative recommendations for consideration below. Priorities one and four have the most impact on how workforce programs operate in Will County, as they would make changes to how the Will County WIB would spend its local funds, so there are fewer dollars going to programs that do not always directly benefit Will County customers (users of the workforce programs).

- 1) Require that a mandatory legislative percentage contribution from each WIOA partner be paid to the local workforce board to support the operations of the one-stop center. Currently all partners are required to pay for the operations of the center, but the amount each pays is negotiated locally, which results in WIOA Title 1 (Workforce Services Division) paying for many costs for which the other partners do not want to pay.
- 2) Remove the administrative burden and cost of One Stop Operator (OSO) procurement by eliminating the requirement to bid this function. Allow the local workforce board and Chief Elected Official to appoint the One-Stop Operator. If the OSO is procured, allow performing One-Stop Operators to be reappointed after the initial procurement based on their performance.
- 3) Remove the incumbent worker limitation of 20% and allow local workforce boards to determine the percentage of adult and dislocated worker formula funds set aside for incumbent worker training based on local need. Eliminate the six-month employment requirement for incumbent worker training.
- 4) Allow local workforce boards the flexibility to determine the percentage of youth funds
  - a. allocated to work-based learning. Current legislation requires that 20% of all youth funds be spent on work-based learning this requirement is unnecessary and results in less youth funding available for short-term skills training, which has more impact on a youth's ability to get and keep a job.

## **COUNTY PROJECTS**

### Transportation

The rapid growth of Will County's population and continued economic development opportunities related to the freight industry have brought challenges to balancing the region's growth while ensuring a high quality of life.

The following projects will address some of the most significant challenges the County encounters due to a rapidly expanding freight-based economy while also preparing the County for future opportunities and economic growth both at the state level and nationally –

- Widening of Interstate 80
  - o Near-term Improvements to improve facility condition and safety
  - Long-term Improvements to further improve facility condition and safety and increase capacity
- Laraway Road Widening and Modernization, Gougar Rd. to Spencer Rd.
  - The project will add a lane in each direction and incorporate intersection and safety improvements
- Houbolt Bridge Extension Public-Private Partnership
- Weber Road Phase I (Airport Road to 135<sup>th</sup> Street)
- Laraway Road Phase I (Cedar Road to US Route 45/LaGrange Road)
- Manhattan-Monee Road Phase I (Center Road to Monee Corporate Limits)
- Gougar Road Phase I (Laraway to Francis), which includes constructing a new bridge that would improve grade crossing safety.
  - The grade crossing safety improvement project has been recommended to be included in the Illinois Commerce Commission's FY22-26 Crossing Safety Improvement Program 5-Year Plan.
- Improved East-West connectivity in Eastern Will County between IL 394 and Interstate 57
- IDOT
  - o 1-55 Lorenzo Road and Route 129 interchange reconstruction and I-55 add lanes
  - IL 53 Intersection safety improvements (Doris Avenue to North River Road)

#### **Interstate 80**

This is a Tier 1 project in the Will County Community Friendly Freight Mobility Plan, included in Will Connects 2040 long-range transportation plan and is part of CMAP's On To 2050 Regional Long-Range Plan.

Interstate 80 is an important link in the nation's interstate system, connecting California to New Jersey, and is an important east-west corridor for moving freight across the country and through Chicago. An important finding in the Will County Freight Study was that over 63% of goods moved through Will County did not originate here or end here. Thus, the movement of goods through the County demonstrates the regional and national role that Will County highways play in the larger economy.



The 16-mile corridor of I-80 through Will County from US Route 30 to Ridge Road carries over 110,000 vehicles, including up to 30% trucks. Within the 2-lane corridor, there are eight interchanges, over 40 structures, and four waterway crossings. In the center of the project is the Des Plaines River Bridges.

Significant population and employment growth in the region and Will County have contributed to increased travel demand through the corridor. The segment of I-80 through Will County is the only location in the country to have a reduced 45 mph speed limit and is a recognized bottleneck for national freight movement.

Since 2002, two rail intermodal terminals have been operating in Will County, attracting new warehousing and distribution facilities to the area. Container trucks access Will County's Inland Port from I-80 at Illinois 53, an interchange not designed for large trucks and currently a high accident location. Plans to construct a new bridge over the Des Plaines River directly connecting the northern end of the Inland Port with the existing Houbolt Road interchange upgrade and extension is moving towards reality as an alternative point of access from I-80 directly to the intermodal campus. Future projections show truck traffic volumes growing dramatically on I-80 through Will County in future years without new east west alternatives.

IDOT expects to complete Phase I for the long-term improvements on I-80 this spring. Funding for design engineering, right of way acquisition and utility relocations is a priority to move the segments to construction as quickly as possible. Estimates for the realignment and replacement of the Des Plaines River Bridges is approximately \$300 million. This segment alone would provide significant safety and operational benefits.

Will County supports the future programming of additional funds to construct add-lanes on I-80 from Route 30 to Ridge Road in order to provide safer and more efficient travel for the public and to accommodate significant truck traffic traveling through the Midwest.

Attachment: Will County FY2022\_Federal Agenda\_v8(21-54:Disc Re: Federal Legislative Agenda)

#### Prairie View Landfill Gas Upgrading System

The Prairie View Landfill produces biogas that the County is working to upgrade to produce renewable natural gas (RNG) with the intention of injecting the RNG into a nearby natural gas pipeline grid for use as a transportation fuel. This prime opportunity not only mitigates methane emissions going into the air, but it presents a prime opportunity for the County to generate additional revenue and to reduce vehicle emissions through replacement of diesel fuel with renewable compressed natural gas (RCNG). The County will produce an estimated 7.7 million diesel gallon equivalents (DGE) of renewable fuel annually based on projections and can reduce CO2 emissions by approximately 60,000 metric tons annually. The County is hoping to capture up to 6,900 standard cubic feet per minute (scfm) of landfill gas. The cost to build out the plant upgrades is roughly \$40 million plus pipeline and interconnect costs of \$6 - \$7 million. The County came to an agreement with Waste Management (WM) to obtain all landfill gas rights.

The County also approved an agreement that will provide a fixed and variable rate of revenue for 10 years to finance the RNG Plant and provide non-taxpayer revenue to the County's budget. Additionally, the County approved agreements to build the RNG Plant, Pipeline and Interconnect location.

The County is concerned with the high number of Renewable Fuel Standard (RFS) Small Refinery Exemptions (SRE) that have been granted in recent years. These waivers reduce the amount of biofuel required to entire the nation's fuel supply, effectively lowering the availability and price of each Renewable Identification Number (RIN). Each time the EPA grants a new waiver, the Renewable Identification Number (RIN) price is reduced. The County hopes the Biden Administration does not grant unnecessary waivers to large producers, essentially undermining the purpose of the RFS, which happened regularly in the last Administration. Strong annual renewable volume obligations (RVO) set by the USEPA would also provide stability to RIN markets. Strengthening of the RFS, especially beyond 2022, by the Biden Administration would also provide more investment into renewable fuels, green infrastructure, and give the County more revenue certainty for the project.

Will County estimates that it would lose \$12 million/annually if it were not able to sell its RNG. By reducing the number of waivers provided, and using the program for its original intent, the RIN price can begin to return to its true market value. This would result in greener, more environmentally conscious gas consumption nationally as well as increased revenues for the County. RNG projects could be financed more easily if the Federal Government provided grants and other incentives.



#### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

#### Authorizing Transfer of Surplus Real Estate Located at the Southeast Corner of Old Chicago Road and DeSelm Road a.k.a. Manteno Road (CH 8) to Wilmington Fire Protection District

WHEREAS, the County of Will acquired certain real property in 2010 consisting of approximately 5.0 acres located at the southeast corner of Old Chicago Road and DeSelm Road a.k.a. Manteno Road (CH 8) in unincorporated Will County (County Board District 6) for the purpose of widening and improving both roads at said intersection in order to facilitate the free flow of traffic and ensure safety to the motoring public; and

WHEREAS, only about 1.871 acres of such real property was actually needed for the improvement, leaving approximately 3.129 acres unusable by the County, which is more specifically described on the attached Exhibit "A" ("subject property"); and

WHEREAS, the subject property is presently vacant and unimproved, resulting in ongoing liability and maintenance responsibility for the County, the County having no present use for the property and no foreseeable future use for the property, which for these reasons is considered and hereby declared surplus property; and

WHEREAS, the Wilmington Fire Protection District ("District") has passed an ordinance declaring it to be necessary or convenient for the District to acquire and hold the subject property for future public use by constructing an additional Station to better serve the southeast portion of the District; and

WHEREAS, the subject property is situated wholly within the corporate limits of both the County and the District; and

WHEREAS, pursuant to paragraph 2 of 55 ILCS 5/5-1005, the County of Will has the power to sell and convey or lease any real or personal estate owned by the County; and

WHEREAS, the Illinois Local Government Property Transfer Act, 50 ILCS 605/0.01 *et seq.*, empowers the County as the "transferor municipality" to convey the subject property to the District as the "transferee municipality" upon such terms as may be agreed by the corporate authorities of both municipalities.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. All recitals set forth above are incorporated herein and are made a part hereof, the same constituting the factual basis and reciting the legal authorization for this Resolution.

2. The Will County Board hereby authorizes the Will County Executive to execute a Quit Claim Deed for the transfer of the subject property from the County of Will to the Wilmington Fire Protection District, and the Will County Clerk to attest the same, subject to review and approval of the Will County State's Attorney's office. Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive

#### EXHIBIT "A"

#### **LEGAL DESCRIPTION**

THAT PART OF THE NORTH 330 FEET OF THE WEST 660 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 32 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST OUARTER OF SECTION 22; THENCE SOUTH 01 DEGREE 03 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST OUARTER OF SECTION 22, 330.00 FEET TO THE SOUTH LINE OF THE NORTH 330.00 FEET OF SAID NORTHWEST **QUARTER; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST ALONG** SAID SOUTH LINE, 50.00 FEET TO A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER AND THE POINT OF **BEGINNING; THENCE NORTH 01 DEGREE 03 MINUTES 10 SECONDS WEST** ALONG SAID PARALLEL LINE, 180.00 FEET; THENCE NORTH 43 DEGREES 56 MINUTES 09 SECONDS EAST 53.75 FEET TO A LINE PARALLEL WITH AND 112.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST ALONG SAID PARALLEL LINE, 399.30 FEET; THENCE NORTH 73 DEGREES 42 MINUTES 06 SECONDS EAST 179.00 FEET TO THE EAST LINE OF THE WEST 660.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 01 DEGREE 03 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 265.00 FEET TO THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 22: THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE, 610.00 FEET TO THE POINT OF BEGINNING.

Attachment: QC Deed - Will Co to WFPD (21-43 : Wilmington Fire Protection District Land Request)

Mail Tax Bill to:

Wilmington Fire Protection District 501 N. Main Street Wilmington, Illinois 60481

Prepared by and Mail Deed to:

Christopher N. Wise Assistant State's Attorney, Civil Division Office of the Will County State's Attorney James W. Glasgow 57 N. Ottawa Street Joliet, Illinois 60432

#### QUIT-CLAIM DEED (STATUTORY FORM)

**THE GRANTOR**, **County of Will**, an Illinois by corporate and politic, of 302 N. Chicago Street, Joliet, Illinois 60432, for the consideration of Ten and no/100 (\$10.00) Dollars and other good and valuable considerations in hand paid, the receipt and sufficiency of which is hereby acknowledged,

**CONVEYS AND QUIT-CLAIMS** to **Wilmington Fire Protection District**, of 501 N. Main Street, Wilmington, Illinois 60481, all of my interest in the following described real estate situated in the County of Will, in the State of Illinois, to wit:

THAT PART OF THE NORTH 330 FEET OF THE WEST 660 FEET OF THE WEST HALF OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 32 NORTH, RANGE 10 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN WILL COUNTY, ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 22; THENCE SOUTH 01 DEGREE 03 MINUTES 10 SECONDS EAST ALONG THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 22, 330.00 FEET TO THE SOUTH LINE OF THE NORTH 330.00 FEET OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST ALONG SAID SOUTH LINE, 50.00 FEET TO A LINE PARALLEL WITH AND 50.00 FEET EAST OF THE WEST LINE OF SAID NORTHWEST QUARTER AND THE POINT OF BEGINNING; THENCE NORTH 01 DEGREE 03 MINUTES 10 SECONDS WEST ALONG SAID PARALLEL LINE, 180.00 FEET; THENCE NORTH 43 DEGREES 56 MINUTES 09 SECONDS EAST 53.75 FEET TO A LINE PARALLEL WITH AND 112.00 FEET SOUTH OF THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE NORTH 88 DEGREES 55 MINUTES 28 SECONDS EAST ALONG SAID PARALLEL LINE, 399.30 FEET; THENCE NORTH 73 DEGREES 42 MINUTES 06 SECONDS EAST 179.00 FEET TO THE EAST LINE OF THE WEST 660.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 01 DEGREE 03 MINUTES 10 SECONDS EAST ALONG SAID EAST LINE, 265.00 FEET TO THE SOUTH LINE OF THE NORTH 330.00 FEET OF THE NORTHWEST QUARTER OF SAID SECTION 22; THENCE SOUTH 88 DEGREES 55 MINUTES 28 SECONDS WEST ALONG SAID SOUTH LINE, 610.00 FEET TO THE POINT OF BEGINNING.

Subject to 2021 real estate taxes and subsequent years and to easements and restrictions of record,

P.I.N. 00-00-000-000-0000 Common Address: 35179 Old Chicago Road, Wilmington, Illinois 60481

hereby releasing and waiving all rights under and by virtue of the homestead exemption laws of this State.

DATED as of this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

#### COUNTY OF WILL, ILLINOIS:

**JENNIFER BERTINO-TARRANT**, Will County Executive

ATTEST:

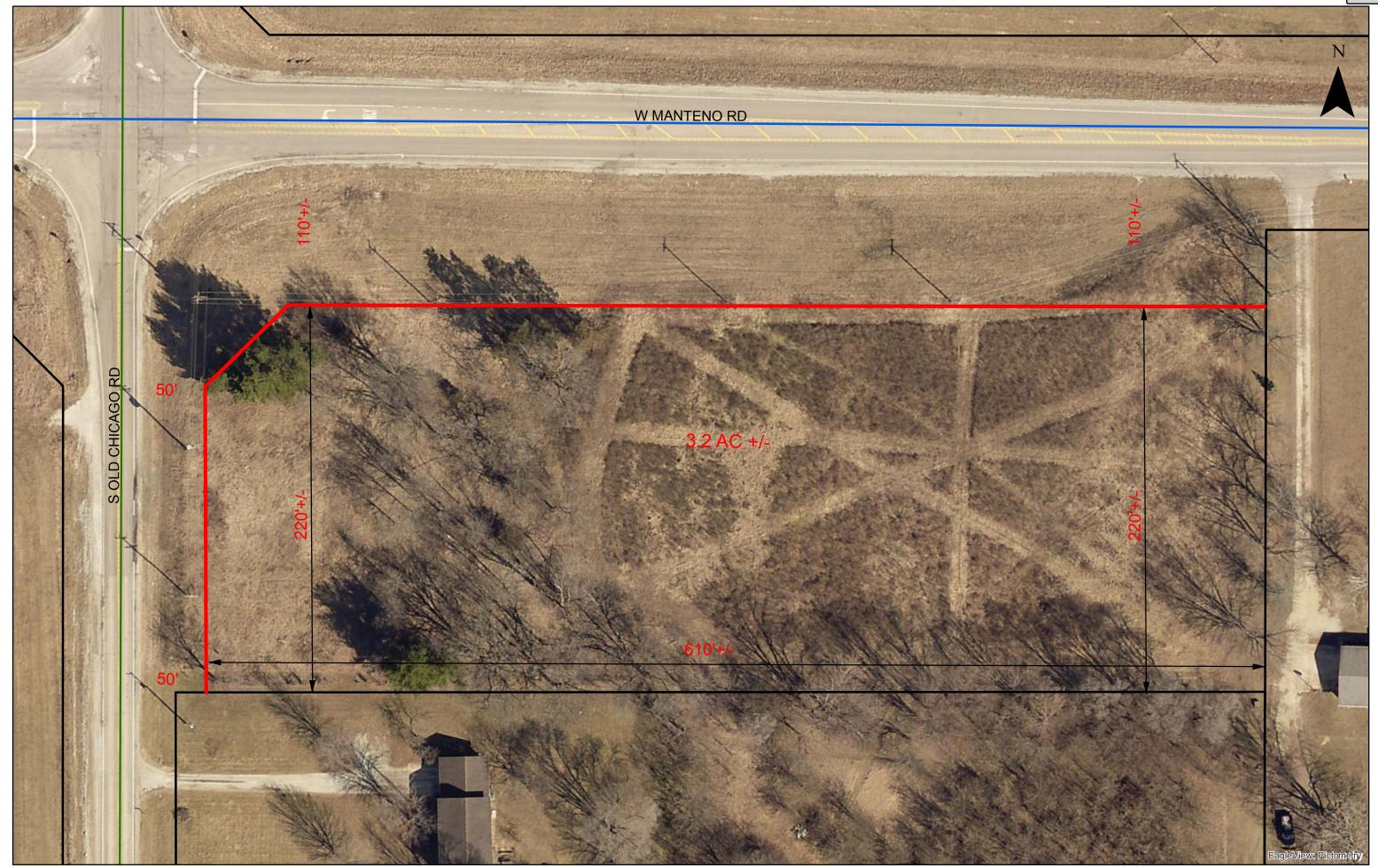
**LAUREN STALEY-FERRY**, Will County Clerk MUNICIPAL TRANSFER STAMP

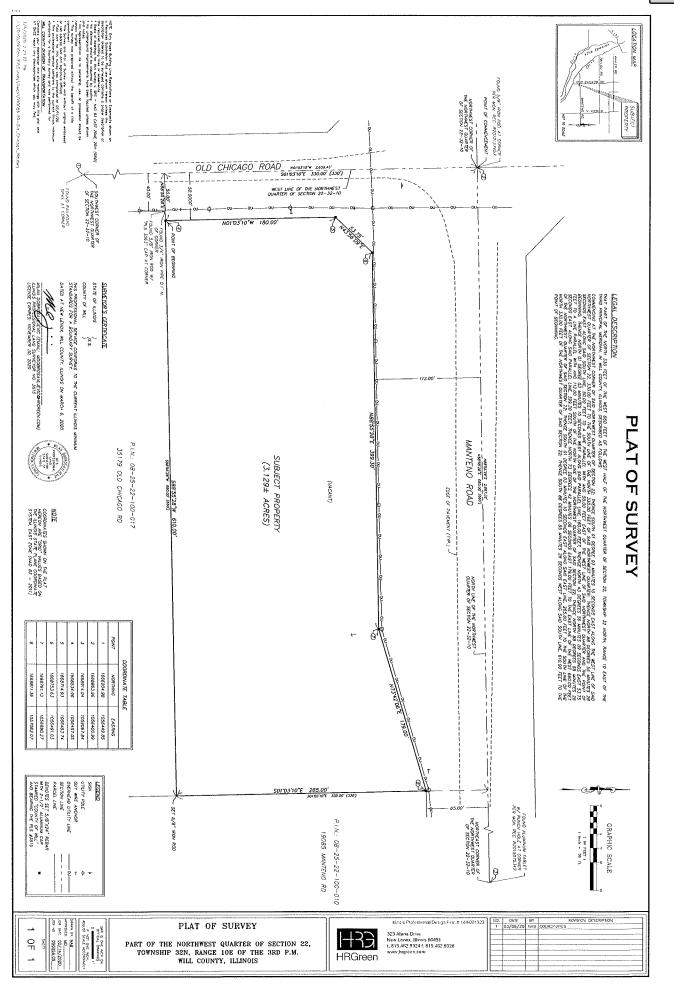
#### COUNTY/ILLINOIS TRANSFER STAMP

EXEMPT under provisions of paragraph b Section 31-45, Real Estate Transfer Tax Law.

Date: \_\_\_\_\_, 2021.

Buyer, Seller or Representative By ASA Christopher N. Wise







#### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

# Appropriating Funds in the Veterans Assistance Commission FY21 Budget for COVID-19 Marketing Campaign

WHEREAS, the Governor has declared a Gubernatorial Disaster Proclamation for the entire State of Illinois, which includes Will County, due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

WHEREAS, the COVID-19 pandemic requires an immediate emergency response to adequately respond to the adverse impact it has had on all aspects of society, but especially on the health and economic welfare of Will County, its local governments and its residents; and

WHEREAS, the Veterans Assistance Commission believes reaching as many people that need help is an integral response to mitigating any negative effects of COVID-19 in the county; and

WHEREAS, a strategic marketing campaign is needed to help our community become informed, help our service providers expand their reach and help Will County Veterans and community members recover from COVID-19; and

WHEREAS, the Veterans Assistance Commission has requested the additional appropriation of funds in the amount of \$495,000.00 into the Veterans Assistance Commission FY2021 budget from the County Board Anticipated New Expenses, as attached, for their marketing campaign; and

WHEREAS, the Executive Committee has reviewed and recommends approval of this request; and

WHEREAS, pursuant to 55 ILCS 5/6-1003, .....Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board hereby amends its FY2021 Budget by increasing appropriations in the Veterans Assistance Commission, as attached.

BE IT FURTHER RESOLVED, the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory

21.2

authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk

(SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



### Veteran Assistance Commission of Will County

Kristina McNichol – Superintendent Glenwood Center 2400 Glenwood Ave. Ste 110 Joliet, IL 60432 Ph: (815)740-8389 Fax: (815)740-4329



9 Dec 2020

Good Morning CARES Committee -

I wanted to send an email to address any questions and give further detail on VAC second request of CARES funding.

#### 1. Marketing Campaign

With the uncertainty of COVID-19 effect on the community, the VAC believes reaching as many people that need help is an integral response to mitigating any negative effects of COVID-19 in the County of Will. In March, VAC partnered with *Hey G Consulting*, who assisted the VAC with FaceBook & Instagram content. The results of our partnership doubled our social media outreach & helped maintain VAC clientele numbers throughout the shutdown. *Hey G Consulting* created custom graphics, staff videos, and shared collaborative partner agency programs. The VAC has prepared a google doc to send to partner service providers & program managers so we can effectively include ALL Will County agencies & help educate not only veterans, but spouses, children, and neighbors of veterans.

VAC marketing program includes YouTube, Facebook, LinkedIn, Instagram, along with traditional avenues like newspaper and radio. Most of our Non-For-Profit partners do NOT have an advertising/marketing budget. VAC believes, when the tide comes in, all boats shall rise for the greater good of the community.

Furthermore, Will County is home to 30,005 veterans (2019) of which only 26.2% eligible veterans are enrolled in VA Healthcare. Currently, 11,165 veterans have utilized VAC services, resulting in \$58Million of federal dollars procured.

A strategic marketing campaign is needed to help our community become informed, help our service providers expand their reach, and help Will County veterans and community members recover from COVID-19.

#### 2. Four Unit Building

The VAC, by state mandate, offers emergency financial assistance to Will CO veterans. The VAC Veterans Financial Assistance Program allows single veterans to qualify for 6 months of:

- \$350 towards rent
- \$185 towards utility
- \$50 towards personal needs/food

Totaling \$585 per veteran each month. Four unit/veterans = \$2,340 per month already built into 2021 VAC budget to assist veterans with their housing needs.

Maintaining the 4 unit building is not budgetary concern. Occupancy of the building would be open to the veteran public. The veterans in the units would not be charged rent, rather be empowered to save their monies and invest in their future.

The VAC Homeless Community Collaborative Program Manager, Valerie Tawrel, has shown that having the opportunity to work with veterans individually at VAC Emergency Hotel Project (funded by CARES), leads to successful transition to permanent housing. VAC currently has 14 veterans on Veteran Financial Assistance, 8 applications pending, and 5 homeless veterans in hotel. From the administrative side, the CARES funding used to purchase VAC Four Unit Building would provide a cost savings to Will County tax payers.

The VAC knows there is a hotel in the works for the general homeless/housing insecure population. The VAC wants to offer an environment that is more than just a room in the general population and continue to focus our housing interventions/strategies with our veterans.

#### 3. Mental Healthcare

There is no doubt that COVID19 fatigue is real. Will County's current mental health provider to client ration is 82,902:1. They system is overwhelmed by need.

"When COVID shut all that (services) down, it really created kind of a perfect storm that threatened the mental health of all the warriors we serve. Financial stress has also added to that storm, if you will. Job loss for veterans and for caregivers, family members, and caregivers have exacerbated an already tough time for veterans in isolation", Wounded Warrior Project CEO Mike Linnington said.

Wounded Warrior project conducted a COVID-19 Mental Health Survey where 30,000 veterans responded:

- 52% said their mental health was worse during the pandemic
- 49% said their physical health was worse
- 61% said they felt disconnected from friends, family, and the community

In that same survey, 51% of vets said that they had their appointments for Mental Health had been cancelled or postponed.

- 1. Brandon Meyers (6/2013) 25 yrs old, Plainfield.
- 2. Paul Derdzinski (4/2018) 33 yrs old, Romeoville.
- 3. Donald Garrity (6/2018) 44 yrs old, Plainfield.
- 4. Christopher Rauen (11/2019) 30 yrs old, Joliet/HINES VA.

Don, Paul, & Chis were all clients of the VAC and were successful ending their life prematurely. Brandon, was not a client of the VAC, his parent's utilized VAC office seeking death benefits for their only son. VAC

assisted Paul & Don's wives & children with resources. Christopher did not have a spouse or kids, but his mother and aunt now volunteer with veteran groups in his memory.

Each of these men NEEDED additional mental health resources before COVID-19, and no doubt there are more veterans out there just like Brandon, Paul, Don, & Chris. They needed someone to pick up the phone, answer a text, and a community program outside of 9-5PM hours. VAC did not have the resources to help them at the time. The VAC is inherently dependent on outside programs, to include the VA, for mental healthcare resources offered to our veterans.

Dr. Leo Sher, From James J. Peters Veterans' Administration Hospital in NY, published an article titled "The impact of the COVID-19 pandemic on suicide rates" on 10 Oct 2020. Dr. Sher's article provides a lot of great data and statistics, but the line that stands above the rest is:

"Social isolation, anxiety, fear of contagion, uncertainty, chronic stress and economic difficulties may lead to the development or exacerbation of depressive, anxiety, substance use and other psychiatric disorder in vulnerable populations including individuals with pre-existing psychiatric disorder and people who reside in <u>high COVID-19 prevalence areas</u>."

That is after all, how and why Will County received \$120M. The VAC would like to ensure the veteran public health response to COVID-19 increases intervention and preventions efforts to address mental health conditions.

I would like to close by reminding the committee that the VAC is the most successful VAC in Illinois because of the staffs' ability to think ahead, and think outside of the box. We were the agency that set up the homeless hotel project in March. We were the agency that requested \$60K from WCB in April that allowed for our community partners to extend their traditional funding and house 126 homeless during a global pandemic. I realize that our requests are different than other departments, but we can and will continue to advocate for our veterans, the community, and prove we are worth the investment.

Thank you for your consideration,

Kristi McNichol

# MARKETING

Mental Wellness Specific		Marketing Specific	
*PTSD*Ap	*Civilian Acclimation	*Cold War-Gulf War*Post 9/11*Female*Veterans	
Graphic 00		Graphic Creation \$25,000	
Video ( ioi 000		Media Advertising Campaign \$350,000	
Media ertising pai	200,000 <u>200,000</u>	Video Creation \$50,000	
Social Awaren	\$70,000	Social Media Awareness Posts \$70,000	
Nutrition/L //Wellp	.40,000		
4	65,000	Total: \$495,000	

21.3



#### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

#### Appropriating Funds in the County Board FY21 Budget for Health Department Public Relations Firm/Communications Manager for COVID-19 Vaccination Communication Strategy

WHEREAS, the Governor has declared a Gubernatorial Disaster Proclamation for the entire State of Illinois, which includes Will County, due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

WHEREAS, the COVID-19 pandemic requires an immediate emergency response to adequately respond to the adverse impact it has had on all aspects of society, but especially on the health and economic welfare of Will County, its local governments and its residents; and

WHEREAS, the Will County Executive's Office has released an RFQ for a Communications Manager to implement an overall COVID-19 Vaccination Communication Strategy for the Will County Health Department; and

WHEREAS, the Executive Committee has determined that funding is available in the FY2021 County Board budget contingency line; and

WHEREAS, pursuant to 55 ILCS 5/6-1003, .....Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

#### COMMENTS - Current Meeting:

Member Cowan stated we have a slight change with this, so I am going to be making a motion to remove this from the agenda for now. Basically, to let everyone know, when we went back to create the resolution, it was clear that in committee the motion was not clear. We do not have a clear direction from the committee. I know this is frustrating for all of us because we want to move it forward as quickly as possible, but we need to make a motion to remove this

from the agenda. We will get it into committee and hold a special meeting, if necessary, as soon as possible.

Member Ventura stated what committee is this going back to?

Member Cowan stated Executive.

Adopted by the Will County Board this 18th day of February, 2021.

RESULT:	WITHDRAWN [UNANIMOUS]
MOVER:	Mimi Cowan, Speaker, District 11 (D - Naperville)
SECONDER:	Denise E. Winfrey, District 8 (D - Joliet)
AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Withdrawn

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



### OFFICE OF THE WILL COUNTY EXECUTIVE JENNIFER BERTINO-TARRANT

Will County Office Building - 302 N Chicago Street - Joliet, Illinois 60432

Kevin Lynn Purchasing Director (815) 740-4712 Fax (815) 740-4604 klynn@willcountyillinois.com

January 25, 2021

To Whom It May Concern:

Will County is requesting proposals from qualified candidates in Communications Management to implement an overall Covid-19 vaccination communication strategy for the Will County Health Department.

Responses to this RFQ will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 North Chicago Street, Joliet, IL 60432, <u>not later than 4:00 p.m., "as so indicated by the time stamp clock of Will County", Friday, February 5, 2021.</u>

The respondent acknowledges the right of the County of Will to reject any or all responses and to waive non-material informality or irregularity in any statement of qualifications received in whole or part as may be specified in the solicitation.

Should you have any questions regarding this RFQ, please contact Kevin Lynn, Purchasing Director, at <u>klynn@willcountyillinois.com</u>.

We welcome your response to this solicitation.

Sincerely,

Kevin Lynn

Kevin Lynn Purchasing Director

#### ADVERTISEMENT OF REQUEST FOR QUALIFICATIONS (RFQ):

WILL COUNTY IS REQUESTING PROPOSALS FROM QUALIFIED CANDIDATES IN COMMUNICATIONS MANAGEMENT TO IMPLEMENT AN OVERALL COVID-19 VACCINATION COMMUNICATION STRATEGY, INCLUDING BOTH INTERNAL AND EXTERNAL COMMUNICATIONS, PROJECT MANAGEMENT AND COORDINATION OF DIFFERENT COMMUNICATION WORK STREAMS, INCLUDING CRISES COMMUNICATIONS

RESPONSES WILL BE RECEIVED AT THE WILL COUNTY PURCHASING DEPARTMENT, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, UNTIL THE HOUR OF **4:00 P.M.**, **FRIDAY, FEBRUARY 5, 2021**.

THE TERMS AND CONDITIONS OF THE RFQ ARE AVAILABLE AT <u>www.demandstar.com</u> OR <u>www.willcountyillinois.com</u> OR FROM THE PURCHASING DEPARTMENT, 2ND FLOOR, WILL COUNTY OFFICE BUILDING, 302 N. CHICAGO ST., JOLIET, IL 60432, AND <u>purchasing@willcountyillinois.com</u>.

THE TENDERING OF A RESPONSE TO THE COUNTY SHALL BE CONSTRUED AS ACCEPTANCE OF THE STATED TERMS AND CONDITIONS. THE RESPONDENT ACKNOWLEDGES THE RIGHT OF THE COUNTY OF WILL TO REJECT ANY OR ALL RESPONSES AND TO WAIVE NON-MATERIAL INFORMALITY OR IRREGULARITY IN ANY RFQ RESPONSE RECEIVED IN WHOLE OR IN PART, AS SPECIFIED IN THE SOLICITATION.

BY ORDER OF THE WILL COUNTY EXECUTIVE, JENNIFER BERTINO-TARRANT.

#### INSTRUCTIONS TO RESPONDENTS

#### **GENERAL REQUIREMENTS:**

Will County is requesting proposals from qualified candidates in Communications Management to implement an overall Covid-19 vaccination communication strategy for the Will County Health Department.

#### **RESPONSES:**

Sealed statements of qualifications will be received in the Purchasing Department, 2nd floor, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432, <u>not later than Friday, February 5, 2021, at 4:00 PM</u> <u>"as so indicated by the time stamp clock of Will County</u>". STATEMENTS OF QUALIFICATIONS RECEIVED AFTER THIS TIME WILL NOT BE ACCEPTED.

Sealed statements of qualifications must be made in accordance with the instructions contained herein. All terms and conditions as attached hereto shall be included in the contract for the work to be performed.

Statements of qualifications shall be submitted to the County of Will in a sealed package marked with the respondent's name and address and the notation:

#### SEALED RFQ: 2021-61 RFQ – Covid-19 Vaccination Communication Strategy

#### **RESPONSES DUE:** Friday, February 5, 2021 - 4:00 P.M.

Sealed statements of qualifications shall be addressed to the Will County Purchasing Department, Will County Office Building, 302 N. Chicago St., Joliet, IL 60432.

-Please affix the label included on the outermost package of your sealed response to help ensure proper delivery!

#### SIGNATURE OF AUTHORIZED PERSONNEL:

The signature on statement of qualifications documents shall be that of an authorized representative of the firm. An officer or agent of the business entity who is empowered to bind the firm in a contract shall sign the statements of qualifications and any clarifications thereto. The County of Will shall be entitled to rely on any apparent authority to bind, despite lack of actual authority

Each respondent, by producing and signing a statement of qualifications, represents that he/she has read and understands the solicitation documents. <u>Any statement of qualifications not containing said signed</u> <u>documents shall be non-conforming and shall be rejected.</u>

#### **PROCEDURES:**

- 1. The Statement of Qualifications must be prepared as indicated in the "Submittal Requirements" section. One (1) original, four (4) paper copies (plainly marked) and one (1) PDF copy on CD or USB must be included in the sealed response package.
- 2. A statement of qualifications is invalid if it has not been received at the designated location prior to the time and date for receipt of RFQ indicated in the Advertisement for RFQ or prior to any extension thereof issued by the County of Will.
- 3. Each respondent shall carefully examine all documents and all addenda thereto; and, shall thoroughly familiarize itself with the detailed requirements thereof prior to submitting a statement of qualifications. Should a respondent find discrepancies, ambiguities or omissions in documents; or, be in doubt as to meaning, it shall at once, and in any event not later than seven (7) days prior to RFQ due date, notify the County of Will. If necessary, the County of Will shall issue a written addendum to all respondents. The County of Will is not responsible for any oral instructions. All inquiries shall be directed to Kevin Lynn in writing at: klynn@willcountyillinois.com.
- 4. Changes or corrections may be made in the documents after they have been issued and before responses are received. In such cases a written addendum describing the change or correction will be issued by the County of Will to all parties recorded as having received the documents and will be available for inspection wherever issued. The County of Will shall issue a written addendum to all recorded parties via email and post on <u>www.demandstar.com</u> and <u>www.willcountyillinois.com</u>. Such addendum shall take precedence over that portion of the documents concerned and any conflicting provisions, and shall become part of the documents. Unless impracticable, such an addendum will be issued to reach the respondents at least five (5) days prior to date established for receipt of bids.

#### **REJECTION OF RESPONSES:**

The respondent acknowledges the right of the County of Will to reject any or all statements of qualifications, to waive any non-material informality or irregularity in any statements of qualifications received, and to accept the statements of qualifications deemed most favorable to the interest of the County of Will after all have been examined and evaluated. In addition, the respondent recognizes the right of the County of Will to reject a statement of qualifications if it is in any way incomplete or irregular.

#### **CONTRACT COMMENCEMENT:**

The contract is expected to commence on or after February 8, 2021, upon approval by Will County Board.

#### PRIME CONTRACTOR CERTIFICATION:

Included in this packet is a prime contractor certification form. This form <u>must</u> be filled out, signed and returned with your proposal or it will not be considered.

#### **NON-DISCRIMINATION:**

The respondent shall at all times observe and comply with any applicable laws, statutes, regulations or the like relating in any way to civil rights including but not limited to the Public Works Employment Discrimination Act, 775 ILCS 10/0.01 et seq.

#### **DEFAULT:**

In case of default by the successful respondent, the County of Will may procure the services from other sources and may deduct from the unpaid balance due the successful respondent any of its costs resulting from the default, and the prices paid by the County of Will shall be considered the prevailing market price at the time such purchase is made.

#### HOLD HARMLESS CLAUSE:

The respondent will save and hold harmless the County of Will from and against all causes of action, liabilities, claims, demands and damages of whatsoever kind or nature arising out of or connected with the performance of services by the respondent, whether such injury, death, loss or damage shall have been occasioned by the negligence of the respondent in whole or in part, or a sub-consultant of the respondent, or their employees, or otherwise. The respondent will defend at its own expense any actions based thereon and shall pay all charges of reasonable attorneys, all costs, damages and other expenses arising therefrom. All obligations arising from this clause shall survive termination of the agreement resulting from award of a contract derived from this RFQ.

#### TAX EXEMPTION:

The County of Will is exempt from Federal, State and Municipal Taxes.

#### TERMINATION:

Either party hereto may, at any time during the term hereof, terminate the contract, without cause, upon thirty (30) days written notice to the other party of such termination. At the end of said thirty (30) days' notice period, the contract shall be terminated.

Either party may also terminate the contract for cause upon material breach of the terms of the final contract and with 7 days written notice. Upon mutual agreement of the parties, the material breach may be cured during the 7 days notice period.

Immediately upon the termination of the contract for any reason, all debts, obligations and liabilities theretofore accrued between the vendor and Will County will be paid, performed and discharged except for the provisions of the Hold Harmless Clause and liability arising therefrom, which shall survive any termination of the Agreement resulting from the award of this proposal.

#### **COMPLIANCE WITH APPLICABLE LAW:**

In all aspects relative to the performance of their respective obligations under this contract, the respondent and County of Will shall conduct their respective businesses in accordance with all applicable federal, state and local laws.

#### CHOICE OF LAW

Responses to this RFQ and any agreement connected herewith shall be governed by the laws of the State of Illinois, without regard to conflict of law provisions.

#### **VENUE**

Venue for any cause of action related to this RFQ and any agreement connected herewith shall be filed with the Twelfth Judicial Circuit, Will County, Illinois.

#### **ILLINOIS FREEDOM OF INFORMATION ACT**

Any and all submissions to the County of Will become the property of the County of Will and these and any late submissions will not be returned. Responses will be open to the public under the Illinois Freedom of Information Act (FOIA) (5 ILCS 140) and other applicable laws and rules, unless you request in your response that we treat certain information as exempt. We will not honor requests to exempt entire responses. You must show the specific grounds in FOIA or other law or rule that support exempt treatment. If you request exempt treatment, you must submit an additional copy of the response with exempt information deleted. This copy must tell the general nature of the material removed and shall retain as much of the response as possible. In the event the County of Will receives a request for a document submitted, the County of Will shall provide notice to the respondent, as soon as practicable. Regardless, the respondent will be responsible for any costs or damages associated with defending any request for a document submitted that is not requested to be exempt will not violate the rights of any third party.

Please be advised that if your response is accepted by the County of Will and a contract between the respondent and County of Will results for subsequent negotiations, all related records maintained by, provided to, or required to be provided to the County of Will are subject to FOIA. In the event the County of Will receives a request for a document relating to the respondent, its provision of services, or the arranging for the provision of services, the County of Will shall provide notice to the respondent as soon as practicable; and, within the period available under FOIA, respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, respondent will be responsible for any costs or damages associated with defending the request for a document relating to the respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, or the arranging to the respondent will warrant that County of Will's responses to requests for a document relating to the respondent, its provision of services, or the arranging for the provision of services, or the arranging for the provision of services, or the arranging for the provision of services, will not violate the rights of any third party.

Please also be advised that FOIA provides that any record in the possession of a party with whom the County of Will has contracted to perform a governmental function on behalf of the County of Will, and that directly relates to the governmental function and is not otherwise exempt under FOIA is considered a public record of the County of Will for purposes of FOIA (5 ILCS 140/7(2). As such, upon request by the County of Will (or any of its officers, agents, employees or officials), the respondent shall provide to the County of Will at no cost and within the timeframes of FOIA, a copy of any "public record" as required by FOIA and in compliance with the provisions of FOIA. After request by the County of Will, the respondent may then identify those records, or portions thereof, that it in good faith believes to be exempt from production and the justification for such exemption. Regardless, the respondent will be responsible for any costs or damages associated with defending the request for exempt treatment.

January 25, 2021	RFQ Released/Available
February 1, 2021	Deadline for Submittal of Questions
February 5, 2021	RFQ due in Purchasing Department by 4:00 P.M.(CST)

#### SUBMITTAL REQUIREMENTS:

Each of the following items shall be submitted by the time mentioned herein in order that the RFQ will be considered:

- One (1) Complete original, four (4) paper copies (plainly marked) and one (1) electronic copy (CD or Flash Drive) of all submitted materials
- 2. References (Min 3)
- 3. Signed Copy of Prime Contractor Certification
- 4. Signed Copy of RFQ Form
- 5. Signed Copy of Addenda Form (mark n/a if none issued)

### 21.3.a

### Request For Qualifications – Will County COVID-19 Vaccination Communications Management

#### 1. Background

As the COVID-19 pandemic continues to surge across the country and in our communities, ensuring the Will County Health Department is providing timely and pertinent information to the public at-large is vitally important to the health and well-being of our residents. Further, as the Health Department, under the guidance of the Illinois Department of Public Health, oversees the County's vaccination rollout plan, communication to our healthcare systems and community leaders will help ensure our maximum compliance with COVID-19 vaccination.

#### 2. Scope of Program

- i. Overall communication strategy, including both internal and external communications, project management, and coordination of different communication work streams, including crises communication.
  - a. Create an internal communication plan a process for reaching county employees through combinations of emails, intranet postings, flyers/ posters, leader talking points, FAQs or a website situation room. The plan should identify simple, key messages, a reliable process and the vehicles for providing continual updates and collecting feedback from employees.
  - b. Create an external communication plan a process for reaching external stakeholders, community leaders, media, public officials, local community, and health care providers.
- ii. Creative development of the overall vaccine marketing/communications campaign, including design and creative work related to communication outreach
- iii. Developing and executing a communications strategy to reach the County's Black communities and residents
- iv. Developing and executing a communications strategy to reach our Latinx communities and residents
- v. Media planning and buying, primarily in local media, both in traditional and digital channels.

#### 3. Budget and Available Resources

Currently, the County has budgeted approximately \$75 thousand in federal grant funds for the project. If additional funds become available in the future, the County, in its discretion, may increase the Program budget. In addition, we have a wide range of free media assets to launch this campaign, including all of the County's social media assets, PSA opportunities on local TV stations, and more. Contractor will work closely with County and Health Department staff responsible for marketing, communications, and the public health response.

After the contractor selection, we expect the work to span a 6 month period that would begin immediately and end before end of year, 2021. The contract will have up to one extension, not to exceed one year, at the discretion of the County based on the availability of funds, the need to extend services, and the respondent's performance.

#### 4. Required Information

Please provide answers and perspectives to the following questions:

- Provide an overview of your experience conducting general health awareness campaigns or public health-related campaigns over the last three years.
- How would you ensure that your messaging would resonate with all residents in Will County?
- Who would be the key members of your team?
- What about your agency's experience or qualifications makes you a good fit for this work?
- Please list any government clients.
- How do you develop big breakthrough creative ideas?
- What do you believe makes for a productive agency/client relationship?

#### 5. Staffing Plan

Please describe how many staff (part time, full time, or hourly) will be staffed to support this project, including information on the staff's title, role and percent allocation. If one or more agencies will serve as subcontractors to the respondent, be specific in outlining the roles each agency will play in performance of the duties.

#### 6. Financial Proposal

Please provide your agency's rate card for review, including billable rates and potential hours estimates for components of the work.

#### PRIME CONTRACTOR CERTIFICATION:

The undersigned hereby certifies that \_

Company Name Is not barred from contracting with any unit of State or local government as a result of a violation of either Section 33E-3 or 33E-4 of the Criminal Code of 1961.

Name of Authorized Representative

Title

Signature

Date

Note: A person who makes a false certificate commits a Class 3 Felony.

Sections 33E-3 and 33E-4 provide as follows:

**33E-3. Bid-rigging.** A person commits the offense of bid-rigging when he knowingly agrees with any person who is, or but for such agreement would be, a competitor of such person concerning any bid submitted or not submitted by such person or another to a unit of State or local government when with the intent that the bid submitted or not submitted will result in the award of a Contract to such person or another and he either (1) provides such person or receives from another information concerning the price or other material term or terms of the bid which would otherwise not be disclosed to a competitor in an independent noncollusive submission of bids or (2) submits a bid that is of such a price or other material term or terms that he does not intend the bid to be accepted.

Bid-rigging is a Class 3 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be barred for 5 years from the date of conviction from Contracting with any unit of State or local government. No corporation shall be barred from Contracting with any unit of State or local government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

**33E-4 Bid rotating.** A person commits the offense of bid rotating when, pursuant to any collusive scheme or agreement with another, he engages in a pattern over time (which, for the purposes of this Section, shall include at least 3 Contract bids within a period of 10 years, the most recent of which occurs after the effective date of this amendatory Act of 1988) of submitting sealed bids to units of State or local government with the intent that the award of such bids rotates, or is distributed among, persons or business entities which submit bids on a substantial number of the same Contracts. Bid rotating is a Class 2 felony. Any person convicted of this offense or any similar offense of any state or the United States which contains the same elements as this offense shall be permanently barred from Contracting with any unit of State or No corporation shall be barred from Contracting with any unit of State or local local government. government as a result of a conviction under this Section of any employee or agent of such corporation if the employee so convicted is no longer employed by the corporation and: (1) it has been finally adjudicated not guilty or (2) if it demonstrates to the governmental entity with which it seeks to Contract and that entity finds that the commission of the offense was neither authorized, requested, commanded, nor performed by a director, officer or a high managerial agent in behalf of the corporation as provided in paragraph (2) of subsection (a) of Section 5-4 of this Code.

Possible violations of Section 33 can be reported to the Office of the Will County State's Attorney at (815) 727-8453.

Date Released: January Due: February 5, 2021, 4	RFQ FORM SUBMIT TO: 5, 2021 WILL COUNTY :00 P.M. PURCHASING DEPARTMENT 302 N. CHICAGO STREET JOLIET, IL 60432	#2021-61 Covid-19 Vaccination Communication Strategy
COMPANY NAME:		
ADDRESS:		
CITY:	STATE:	ZIP:
SOC. SEC # or FEIN:		
CONTACT:		
PHONE:	FAX:	
EMAIL:		
Agency Name and Delivery Address:	WILL COUNTY 302 N. CHICAGO STREET, JOLIET	, IL 60432
For Additional information contact:	KEVIN LYNN, PURCHASING DIRECTOR, <u>klynn@</u>	willcountyillinois.com
Signed by:	Title:	
Authorized F	Representative of Company	

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						21.3.a
	e Released: January : February 5, 2021, -	4:00 P.M. PURCH 302	RFQ FORM SUBMIT TO: WILL COUNTY IASING DEPAR N. CHICAGO ST JOLIET, IL 6043	/ TMENT FREET	#2021-61 Covid-19 Vaccination Communication Strategy	1
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# LATE RESPONSES CANNOT BE ACCEPTED!

Respondents	<u>s Return Address:</u>
<u>RFQ #:</u> <u>DUE DATE:</u> DUE:	2021-61 Covid-19 Vaccination Communication Strategy 2/5/21 4:00 PM 4:00 P.M.
DATED MATERIAL-DELIVER IMMEDIATELY WILL COUNTY PURCHASING DEPARTMENT 302 N. CHICAGO ST., 2 <sup>ND</sup> FLOOR JOLIET, IL 60432	

PLEASE CUT OUT AND AFFIX THIS LABEL (ABOVE) TO THE OUTERMOST PACKAGE OF YOUR SEALED RESPONSE TO HELP ENSURE PROPER DELIVERY!

LATE RESPONSES CANNOT BE ACCEPTED!



#### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

# Authorizing a Loan from the County Corporate Fund to the Health Department or COVID-19 Vaccine Distribution

WHEREAS, the Governor has declared a Gubernatorial Disaster Proclamation for the entire State of Illinois, which includes Will County, due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

WHEREAS, the COVID-19 pandemic requires an immediate emergency response to adequately respond to the adverse impact it has had on all aspects of society, but especially on the health and economic welfare of Will County, its local governments and its residents; and

WHEREAS the Will County Health Department (WCHD) has been tasked with local distribution and administration of the COVID vaccine; and

WHEREAS this initiative, the Mass Vaccination Plan (MVP) is the largest and most complicated initiative the State of Illinois and Local Health Departments have been tasked with to date. An initiative of this magnitude requires ample funding to execute the plan initiatives; and

WHEREAS, the Will County Health Department (WCHD) has requested funding in the amount of \$3,000,000.00 from County Board Anticipated New Expenses to be appropriated into the line items, as attached, and

WHEREAS, pursuant to 55 ILCS 5/5-1052, in any county that has a county health department, a county board may; (1) do all acts and make all regulations which may be necessary or expedient for the promotion of health or the suppression of disease, (2) provide gratuitous vaccination and disinfection; (3) require reports of dangerously communicable diseases; (4) incur expenses necessary for the performance of these powers; and

WHEREAS, the Executive Committee has reviewed and recommends approval of a loan not to exceed \$3,000,000.00 to the Will County Health Department for the Mass Vaccination Plan; and

WHEREAS, the County Board hereby approves a loan of not to exceed \$3,000,000.00 from the County Corporate Fund to the Health Department Fund, to be repaid only from unexpended FEMA funds for the Mass Vaccination Plan or any unexpended federal or State funding that the Health Department receives for the Mass Vaccination Plan; and

WHEREAS, said loan to be dispersed by either the Director of Finance or the Budget

Director upon request from the Executive Director of the Health Department; and

WHEREAS, pursuant to 55 ILCS 5/6-1003, ".....Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency."

NOW, THEREFORE, BE IT RESOLVED, the Will County Board hereby amends its 2021 Budget by increasing appropriations in the Health Department Budget as described fully above.

BE IT FURTHER RESOLVED, the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

#### **COMMENTS** - Current Meeting:

Member Cowan stated I would like to note that this resolution was amended to change from appropriating the funds to authorizing a loan. Member Fricilone spoke about this earlier in the Public Health and Safety committee reports. This was recommended by the State's Attorney's office. I would like to make a motion to authorize a loan from the county corporate fund to the Health Department.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive 1010-599010-110-10000-10

Anticipated New Expenses

Name of Expense	Info	Cost	t	Budget Code	Description
* based on WCHD providing 20,000 dose	es per month/6 months				
	licenses, plug-ins,				
WCHD Website enhancements	QR code additions PPE, Epi pens, AEDs,	\$	70,000.00	2102-555030-120-34010-40	Computer Software - License
Clinic Supplies-medical	First Aid kits	Ś	125,000.00	2102-539090-120-34010-40	Other Medical Supplies
	signage, cones,		-,		
	flags, tents, heaters,				
Clinic Supplies- non-medical	coolers	\$	150,000.00	2102-532090-120-34010-40	Sign and Safety Supplies
Clinic staffing- HD	CBA X1.5	\$	750,000.00	2102-511010-120-34010-40	FT Salaries
Clinic Staffing- Agency, Medical	RNs, CMAs	\$ :	1,008,000.00	2102-542550-120-34010-40	Temporary Contracted
Clinic staffing- Agency non-medical	support	\$	252,000.00	2102-542550-120-34010-40	Temporary Contracted
Mileage	CBA	\$	2,500.00	2102-548510-120-34010-40	Mileage
	Tablets, licenses,				
	phones, trunk line				
Technology expenses	expansion	\$	240,000.00	2102-553080-120-34010-40	Computer Hardware
Educational Supp/printing	VIS, V-Safe, VAERS	\$	5,000.00	2102-547020-120-34010-40	Printing and Publishing
Food & Beverage	hypoglycmics	\$	1,500.00	2102-538010-120-34010-40	Food and Beverage
Misc expenses	TBD	\$	396,000.00	2102-547080-120-34010-40	Contingency
TOTAL		\$ 3	3,000,000.00		

\$ 3,000,000.00

FROM:

County Board Anticipated New Expenses



#### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

#### Appropriating Grant Funds in the Health Department Budget for IDPH Contact Tracing Grant

WHEREAS, the Will County Health Department (WCHD), Family Health Services (FHS) division obtained an IDPH COVID-19 Contact Tracing Grant for implementing a robust contact tracing program, and

WHEREAS, the Award of \$4,905,792 provides one-time funding to support this initiative for the hire of full-time, temporary, and management staff to comply with the requirements of IDPH contact tracing protocols, and

WHEREAS, the project period for this grant is June 1, 2020 through May 31, 2021, and

WHEREAS, on July 16, 2020 the Will County Board approved Resolution #20-225, Appropriating Grant Funds in the Health Departments FY2020 Budget for Contract Tracing for COVID-19 in the amount of \$1,379,233, and

**WHEREAS,** most of the award was anticipated to be carried forward to FY2021 to continue to support the program to the end of the grant period.

**NOW, THEREFORE, BE IT RESOLVED**, that the Will County Board approves the appropriation of funds to the FY2021 Will County Health Department and Community Health Center budget:

#### **Revenue:**

From	2102-498010-120-34010-40	Anticipated New Revenue	\$1,772,910
То	2102-434540-120-34050-40	IDPH Contact Tracer Grant	\$1,772,910

#### Expenses:

From:	2102-599010-120-34010-40	Anticipated New Expenses	\$1,772,910
То:	2102-542550-120-34050-40	Temp Contracted Services	<u>\$1,772,910</u>

**Grand total** \$1,772,910

WHEREAS, the Finance Committee have recommended approval of this request, and

WHEREAS, pursuant to 55 ILCS 5/6-1003, .....Transfers from one appropriation of any one fund to another of the same fund, not affecting the total amount appropriated, may be made at any meeting of the board by a two-thirds vote....By a like vote the board may make appropriations in excess of those authorized by the budget in order to meet an immediate emergency.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board hereby amends its 2021 Budget by increasing appropriations in the Health Department Budget as described fully above.

BE IT FURTHER RESOLVED, the Will County Finance Department is directed to make the necessary line item and fund adjustments, in accordance with the above-referenced statutory authority.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES:	Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould,
	VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum,
	Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive





### WILL COUNTY BOARD OF HEALTH RESOLUTION #21-09

### RESOLUTION OF THE WILL COUNTY BOARD OF HEALTH WILL COUNTY, ILLINOIS

### APPROVAL FOR THE APPROPRIATION OF FUNDS FOR THE IDPH CONTACT TRACING GRANT- \$1,772,910

WHEREAS the Will County Health Department (WCHD), Family Health Services (FHS) division obtained an IDPH COVID-19 Contact Tracing Grant for implementing a robust contact tracing program, and

WHEREAS the Award of \$4,905,792 provides one-time funding to support this initiative for the hire of full-time, temporary, and management staff to comply with the requirements of IDPH contact tracing protocols, and

WHEREAS the project period for this grant is June 1, 2020 through May 31, 2021, and

WHEREAS \$1,379,233 was appropriated at the June 2020 Board of Health Meeting, and

**WHEREAS** most of the award was anticipated to be carried forward to FY2021 to continue to support the program to the end of the grant period.

**NOW, THEREFORE, BE IT RESOLVED** the Board of Health approves the appropriation of funds to the FY2021 Will County Health Department and Community Health Center budget:

### **Revenue:**

From	2102-498010-120-34010-40	Anticipated New Revenue	\$1,772,910
То	2102-434540-120-34050-40	IDPH Contact Tracer Grant	\$1,772,910

### Expenses:

From:	2102-599010-120-34010-40	Anticipated New Expenses	\$1,772,910
То:	2102-542550-120-34050-40	Temp Contracted Services	<u>\$1,772,910</u>

Grand total \$1,7
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DATED THIS 20th day of January 2021.

James E. Zelko, President Will County Board of Health



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Authorizing the County Executive to Negotiate with Illinois Housing Development Authority (IHDA) for a Coordinated ERA (Emergency Rental Assistance) Program

WHEREAS, the Governor has declared a Gubernatorial Disaster Proclamation for the entire State of Illinois, which includes Will County, due to the COVID-19 pandemic; and

WHEREAS, COVID-19 is a novel severe acute respiratory illness that can spread among people through respiratory transmissions and present with symptoms similar to those of influenza; and

WHEREAS, the COVID-19 pandemic requires an immediate emergency response to adequately respond to the adverse impact it has had on all aspects of society, but especially on the health and economic welfare of Will County, its local governments and its residents; and

WHEREAS, Section 501(a) of Division N of the Consolidated Appropriations Act, 2021, Pub. L. No. 116-260 (Dec. 27, 2020) (the "Act") authorizes the U.S. Department of the Treasury ("Treasury") to make payments to certain grantees to be used to provide emergency rental assistance pursuant to the requirements of the Act; and

WHEREAS, Treasury has allocated Twenty million six hundred thousand Dollars (\$20,600,000) ("County Funds") to the County to provide Financial Assistance and Housing Stability Services (as such terms are defined in the Act) to eligible households within the County pursuant to the Act; and

WHEREAS, Illinois Housing Development Authority (IHDA), also receiving a direct allocation of funds from the Treasury, will establish a new emergency rental assistance (ERA) program in 2021 to continue to provide housing aid to those impacted by COVID-19, including Will County residents; and

WHEREAS, the Illinois Intergovernmental Cooperation Act (Illinois Compiled Statutes, Chapter 5, Section 220/1 <u>et seq</u>.) authorizes counties to exercise jointly with any public agency of the State, any power, privilege, or authority which may be exercised by a unit of local government individually, and to enter into contracts for the performance of governmental services, activities, and undertakings; and

WHEREAS, in an effort to efficiently meet the needs and to avoid duplication of benefits, the County desires to coordinate with IHDA to provide Emergency Rental Assistance to eligible households within the County.

NOW, THEREFORE, BE IT RESOLVED, the Will County Board hereby authorizes the Will County Executive to negotiate an agreement with the Illinois Housing Development Authority (IHDA) for a coordinated Emergency Rental Assistance (ERA) program.

BE IT FURTHER RESOLVED, that said agreement is subject to the review and approval of the Will County State's Attorney's Office.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive 21.6

# **Emergency Rental Assistance (ERA) Overview**



21.6.a

# Attachment: ERA program overview WC(21-48:Auth Co Exec to Neg Agrmt w IHDA for ERA Program)



# December 2020 COVID Relief Legislation

- \$25B national program for rental assistance
- Allocated to States and Local Governments with populations over 200,000
- Illinois total allocation = \$835M
- 10 Counties and City of Chicago eligible for direct allocation
- Will County allocation = \$20.6M
- Illinois Housing Development Authority (IHDA) and Department of Human Services (DHS) also receiving allocation
- 65% must be spent by 9/30/21 remainder by 12/31/21

Exec to Attachment: ERA



# **Basic Program Components**

- Renter Households under 80% Area Median Income
  - Example: Family of 4 = \$72,800 or less
- Priority: Households below 50% AMI and long-term unemployed
- 90% must be used for rent, rent arrearage, utilities, utility arrearage
- 10% for administrative costs and housing stability services
- Payments go to landlords and utility companies

(21-48 overview WC

# employed ity arrearage ices



# **Options for Implementation**

- 1. Create and deliver a Will County specific ERA program
  - All design, processing, marketing and reporting remain Will County responsibility

# 2. Partner with IHDA and collar counties on coordinated ERA program

- Design and marketing collaboration
- Processing managed by State or other 3<sup>rd</sup> party •
- Reporting Will County responsibility  $\bullet$

# 3. Hybrid model

- Partner with IHDA and collar counties on a coordinated ERA program
- Retain a portion of the funds for a Will County specific, targeted population or purpose  $\bullet$



# Considerations for each Option

# 1. Create and deliver a Will County specific program

• Local control but infrastructure to process that volume would have to be created or contracted and duplication of benefits would have to be coordinated

# 2. Partner with IHDA and collar counties on coordinated ERA program

- Infrastructure already in place and can be regionally marketed but would require an IGA
- IHDA administered ERA funds in 2020 using local partners for application assistance and Will County residents fared well compared to the region

# 3. Hybrid model

- In partnering with IHDA, the County could focus on marketing the availability of assistance to ensure residents apply
- Allows the County to address specific local needs such as Court relief, post moratorium •

21.6.a



# 2020 Statewide ERA Program Results from Illinois Housing Development Authority

County	Renter- Occupied Units	% of Renters in the County	% of Renters Applied	IHDA ERA 2020 Disbursed	Applications Received	Approved	Approval Rate
Cook County, Illinois	822,499	42%	6.3%	\$152,620,000	51,434	30,524	59%
DuPage County, Illinois	85,297	24%	3.0%	\$7,625,000	2,571	1,525	59%
Lake County, Illinois	56,499	22%	2.6%	\$4,320,000	1,470	864	59%
Will County, Illinois	37,831	17%	6.7%	\$7,670,000	2,518	1,534	61%
Kane County, Illinois	39,909	24%	4.2%	\$5,015,000	1,672	1,003	60%
McHenry County, Illinois	18,477	17%	2.1%	\$1,265,000	386	253	66%



# Currently Underway

1. Exploration of technology and staffing solutions for a Will County specific program

# 2. Continued discussions with IHDA and collar counties

- All direct recipients have been involved in discussion of collaborative program
- Goal is to segregate county funds for a specific time period then open to regional pool ulletto ensure expenditure
- Anticipate a draft program design and IGA from IHDA within 2 weeks for review
- Requesting commitments by the end of February  $\bullet$
- 3. Discussions with NFP partners, Modern Housing Solutions Ad-hoc Committee and State's Attorney staff
  - Assess the potential for implementing a mandatory Eviction Mediation Program to provide relief to Court system and prevent eviction

Attachment: ER

# **Emergency Rental Assistance (ERA) Overview**



21.6.a

# Attachment: ERA program overview WC(21-48:Auth Co Exec to Neg Agrmt w IHDA for ERA Program)



### ORDINANCE OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Authorizing the Issuance of General Obligation Bonds (Alternate Revenue Source) of the County of Will, Illinois, in an Aggregate Principal Amount not to Exceed \$55,000,000 for the Purpose of Financing a Renewable Natural Gas Facility

WHEREAS, the County Board has considered and determined that it is advisable, necessary and in the best interest of the County to construct and pay for certain costs of the Project; and

WHEREAS, the estimated pending costs of the Project, including legal, financial, underwriting, capitalized interest, bond discount, printing and publication costs, and other expenses is not less than \$55,000,000, and there are insufficient funds on hand and lawfully available to pay such costs; and

**WHEREAS,** if the Pledged Revenues are insufficient to pay the Alternate Bonds, *ad valorem* property taxes upon all taxable property in the County without limitation as to rate and amount are authorized to be extended to pay the principal of and interest on the Alternate Bonds.

**NOW, THEREFORE, BE IT ORDAINED** by the County Board of the County of Will, Illinois, as follows:

**Section 1.** Incorporation of Preambles. The County Board hereby finds that all of the recitals contained in the preambles to this ordinance are true, complete and correct and hereby incorporate them into this ordinance by this reference.

**Section 2.** Determination to Issue Bonds. It is necessary and in the best interests of the County to provide for the Project, as hereinabove described, and there is hereby authorized to be issued and sold the Alternate Bonds in an aggregate principal amount not to exceed \$55,000,000. The alternate revenue source to pay debt service on the Alternate Bonds is the Pledged Revenues.

**Section 3. Publication and Notice of Petition Filing.** This Ordinance, together with a notice in statutory form (the "Notice") shall be published once within 10 days after passage in a newspaper of general circulation in the County, and if no petition, signed by <u>34,788</u> electors of the County, the same being equal to 7.5% of the registered voters within the County, asking that the question of the issuance of the Alternate Bonds in the amount not to exceed \$55,000,000 be submitted to referendum is filed with the County Clerk within 30 days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued. A petition form shall be provided by the County Clerk at the principal office of the County located at <u>302 N. Chicago St., Joliet, IL 60432</u>

**Section 4. BINA Public Hearing.** Pursuant to the provisions of the Bond Issue Notification Act (30 ILCS 352/1, *et seq.*) ("BINA"), the County Board will hold a public hearing on <u>March 18, 2021</u> at 9:30 a.m. at the Will County Office Building, 302 North Chicago Street, Joliet Road, IL 60432. The County Clerk shall publish the BINA notice of the public hearing at least once in a newspaper of general circulation in the County not less than 7 nor more than 30 days before the date of the hearing. The BINA notice shall also be given by posting at least 48 hours before the public hearing a copy of the BINA notice at the principal office of the County or, if a principal office does not exist, at the building in which the hearing is to be held.

**Section 5.** Additional Ordinances. If no petition meeting the requirements of applicable law is filed during the petition period hereinabove referred to, then the County Board may pass additional ordinances or proceedings supplementing or amending this Ordinance, providing for the issuance and sale of the Alternate Bonds, so long as the maximum amount of the Alternate Bonds, as set forth in this Ordinance is not exceeded and there is no material change in the Project or purposes described herein. Such additional ordinances or proceedings shall in all instances become effective in accordance with applicable law. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the issuance of the Alternate Bonds under applicable law.

**Section 6.** Severability and Repealer. If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this ordinance. All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed.

**Section 7. Effective Date**. This Ordinance shall be in full force and effect from and after its passage.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk

(SEAL)

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive

### NOTICE OF INTENT TO ISSUE BONDS AND RIGHT TO FILE PETITION

Notice is hereby given that pursuant to Ordinance No. <u>21-49</u> passed on <u>February 18, 2021</u> (the "Ordinance"), the County of Will, Illinois (the "County"), intends to issue its general obligation alternate revenue bonds (the "Alternate Bonds") at one time or from time to time as funds are needed up to the amount of but in any event not to exceed \$55,000,000 in aggregate principal amount, for the purpose of the Project as described in the Ordinance.

It is expected that the Alternate Bonds will be paid from the sale of natural gas from a renewable natural gas plant (the "Pledged Revenues"), and alternatively from *ad valorem* taxes levied without limitation as to rate or amount upon all taxable property in the County.

Notice is hereby given that if a petition signed by not less than <u>34,788</u> electors of the County, the same being equal to 7.5% of the registered voters within the County, asking that the question of the issuance of the Alternate Bonds in the amount not to exceed \$55,000,000 be submitted to referendum is not filed with the County Clerk within 30 days after the date of the publication of this Ordinance and the Notice, then the Alternate Bonds shall be authorized to be issued for the Project. Any such petition must be filed with the County Clerk not later than the close of business on or before <u>April 12, 2021</u>. Should a petition be so filed, the question of issuing the Alternate Bonds will be submitted to the electors of the County at the Gubernatorial Primary Election held on March 15, 2022. A form of petition is available to any person requesting one in the County Clerk's office at 302 North Chicago Street, Joliet, IL 60432.

[s] Lauren Staley Ferry, Will County Clerk



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Re-Awarding Bid for Security Services at Sunny Hill Nursing Home

WHEREAS, in order to receive the most competitive price available, the County Executive's Office solicited bids for Security Services for Sunny Hill Nursing Home, and

WHEREAS, on October 26, 2020, the Will County Executive's Office opened three (3) proposals for Security Services for Sunny Hill Nursing Home, and

WHEREAS, after reviewing such proposals, the recommendation at the time was to award the bid to the lowest responsible bidder of Champion National Security, Olivette, MO, and

WHEREAS, pursuant to the security services contract, Champion National Security did not satisfy the requirements. The Administrator at Sunny Hill Nursing Home found their work to be below the standards set forth in the contract. The Administrator at Sunny Hill Nursing Home has requested the County Board revoke the award with Champion National Security and reaward the remainder of the bid to the next lowest responsible bidder of Kate's Security Services, Chicago, IL, in the amount of \$145,883.20 for the first year, pro-rated per month from March 1, 2021 through November 30, 3021, and

WHEREAS, the Executive Committee concurs with this request and recommends that the County Board hereby revoke the award with Champion National Security and re-award the remainder of the bid to the next lowest bidder of Kate's Security Services, Chicago, IL, in the amount of \$145,883.20 for the first year.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby revokes the award with Champion National Security and re-awards the remainder of the bid to the next lowest bidder of Kate's Security Services, Chicago, IL, in the amount of \$145,883.20 for the first year, pro-rated per month from March 1, 2021 through November 30, 3021. This contract provides for two (2) additional one (1) year optional renewals, if the County so chooses. If the successful bidder does not comply with the specifications as written, that bidder will be dismissed from all duties, and the County will select the next lowest responsible bidder to complete the contract.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive



1-11-2021

Will County Board Members,

Regarding Security Service for Sunny Hill Nursing Home of Will County:

Three bids were received for services that would provide Sunny Hill Nursing Home with Security Services, (unarmed) one guard per shift, 7 days/week from 4:00pm – 8:00am in two eight hour shifts.

On original submission Sunny Hill elected to award the bid to Champion National Security, Inc who commenced services on December 1, 2020. However, due to Champion National Security, Inc being unable to comply with the prerequisites of the original bid proposal on December 18, 2020 and subsequently creating a situation of default the contract agreement was terminated.

The first of three bids submitted for security services was from *Vets Securing America*. The total outlined for year 1 of 3 is \$176,543.20. Additionally, year 2 of 3 \$181,624.00 and year 3 of 3 \$186,938.40. The grand total for the three year bid is \$545,105.60

The second contract bidder is *Champion National* Inc outlined a bid proposal for year 1 of 3 at \$116,216.00. Year 2 of 3 is \$119,136.00 and year 3 of 3 is \$122,056.00. The grand total for the three year bid is \$357,408.00 – Bid awarded but vendor contract terminated due to failure to provide staffing.

The third contract bidder is *Kates Security*, having outlined a bid proposal for year 1 of 3 at \$145,883.20. Year 2 of 3 is \$149,912.80 and year 3 of 3 is \$152,832.80. The grand total for the three year bid is \$448,628.80.

Therefore, at this juncture I am recommending that the Security Service bid be awarded to Kates Security, based on the overall cost of this essential service for safety and security of our residents, staff and facility as a whole. Services will commence on 1/18/2021.

Sincerely,

Maggie McDowell, RN, LNHA

Administrator

"THE LEADER IN RESIDENT CENTERED CARE AND ACTIVE LIVING" 421 DORIS AVENUE \* JOLIET, ILLINOIS \* 60433 TELEPHONE (815) 727-8710 \* FAX (815) 727-8637 WWW.WILLCOUNTYILLINOIS.COM/SUNNYHILL



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Awarding Bid for LiDAR Data Collection Services

WHEREAS, in order to obtain the most competitive rates available, proposals for LiDAR data collection services were solicited, and

WHEREAS, on January 14, 2021, the County Executive's Office opened twelve (12) proposals to provide LiDAR data collection services, and

WHEREAS, after reviewing the proposals, the recommendation from the G.I.S. Department is to award the bid to Ayres Associates, Inc., Madison, WI, for a grand total of \$165,100.00 based on one (1) foot contours, and

WHEREAS, funding is available in the G.I.S. FY21 Budget, and

WHEREAS, the Executive Committee concurs with this request.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby awards the bid to provide LiDAR data collection services to Ayres Associates, Inc., Madison, WI, for a grand total of \$165,100.00 based on one (1) foot contours.

FURTHER BE IT RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive

### FROM THE DESK OF KEVIN LYNN PURCHASING DIRECTOR

# **BID HISTORY**

<u>ITEM:</u> 2021-60 LiDAR Data			
DEPARTMENT:	G.I.S.		
BID LETTING:	DECEMBER 24, 2	2020	
PUBLISHED NOTICE:	HERALD NEWS &	& DEMAND STAR INTERNET	
FUNDING SOURCE:	G.I.S. BUDGET		
BID OPENING:	JANUARY 14, 202	JANUARY 14, 2021, 2:00 P.M.	
LOCATION:	WILL COUNTY O 302 N. CHICAGO JOLIET, IL. 60432	STREET	
BIDDING RESULTS:			
NUMBER RELEASED: 6	⊦ Internet	NUMBER RETURNED:	12

**BIDDER:** 

Please see the attached bid tabulation for pricing and scoring of all candidates.

After review by the GIS department, please see recommendation from Greg Johnson to award this bid to **Ayres Associates, Madison, WI**, for an approximate total cost of **\$165,100.00**, based on one foot contours grand total.



### COUNTY OF WILL

INFORMATION COMMUNICATION AND TECHNOLOGY DEPARTMENT WILL COUNTY OFFICE BUILDING • 302 N. CHICAGO STREET • JOLIET, ILLINOIS 60432

Division of GIS

815/774-6341 Fax 815/774-6343

January 25, 2021

Kevin Lynn, Purchasing Director Office of the County Executive 302 N Chicago St Joliet, IL 60432

RE: Bid 2021-60 Lidar Data

Dear Kevin:

I am writing in reference to the bid 2021-60 Lidar Data. The GIS Division of the ICT Department has reviewed all prequalified bids received. We judged all bids on a select set of criteria: technical standards met in content, technical standard exceeded in content, proposed flight planning, project deliverables and timeline, Lidar collection and processing, Quality control and assurance, and similar project experience. We included another rating for their proposed cost. During this deliberation we determined three bidders did not meet our minimum criteria for the content of their proposal, one bidder proposed a price at or above our budget, another bidder has a reference which we have not received positive feedback from our GIS colleagues, and two other bidders did not provide a timeline for the project. We discussed our review with our director to finalize a list of three bidders to contact their references for a final decision.

Another GIS staff person who was not involved in our initial deliberation contacted the references for each of the three finalists. All references gave positive feedback for their finalist, although he identified one set of references responding with higher praise. This morning, the GIS Division met with our director to make a final decision based upon our bid review and the reference responses. The GIS Division is recommending the bid be awarded to Ayres & Associates.

Sincerely,

Greg Johnson, GISP Senior GIS Analyst cc: Becky Colwell-Ongenae, Mike Shay, Anthony Marzano

Bid items rating	Ayres	Merrick	Surdex	NV5 (Quantum)	Kucera	Axis	HBK	XEOS	Airborne	GPI	Sanborn	Sanborn Furgo USA Land	BAE Systems Woolpert	Woolpert
Meet tech standards	ы	ß	ы	S	S	S	S	ы	ы	S				AUTO DE
Exceed tech standards	'n	10	0	10	Ŋ	0	10	0	0	0				
Proposed flight schedule	10	10	10	Ś	10	£	ŝ	0	0	0				
Delivery schedule	10	10	10	0	Ŋ	0	0	0	0	0			Time int	
Lidar provider, not reseller	10	10	10	10	10	10	5	10	2	5				
Known performance issues	'n	ы	ы	Ŋ	ы	ß	'n	S	ß	5				1111
Completed similar projects	10	10	ŝ	Ŋ	S	ъ	Ś	Ŋ	ß	ß				-
Cost	6	4	2	7	L	00	m	9	10	5				The local division of
TOTAL	64	64	47	47	46	38	38	31	30	25	0	0	0	0
Elimination reason		finalist, bld	finalist, bld	no schedule	over budget	no schedule	reference	lack content	lack content	lack content	DQ	DQ	No Bid	No Bid
	Ayres	Merrick	Surdex	NV5 (Quantum)	Kucera	Axis	НВК	XEOS	Airborne	GPI	Sanborn	Furgo USA Land	<b>BAE Systems</b>	Woolpert
1/5	78,016.00	78,016.00 \$ 117,176.49 \$ 198,800.00	\$ 198,800.00	\$ 90,268.65	\$ 114,000.00	\$ 89,090.00	89,090.00 \$ 136,020.00 \$ 177,410.00	\$ 177,410.00	\$ 59,520.00	\$ 33,500.00				
idar Processing & Classification	60,475.00	60,475.00 \$ 85,056.79 \$ 82,800.00	\$ 82,800.00	\$ 69,299.02	\$ 40,000.00	\$ 54,143.00 \$	\$ 60,765.00	\$ 45,680.00	\$ 32,500.00	\$ 19,500.00				
Digital Terrain Model (DTM)	7,257.00	\$ 1,709.65	1,709.65 \$ 40,100.00	\$ 4,523.73	\$ 3,000.00	\$ 5,808.00	\$ 6,125.00	\$ 1,330.00	\$ 7,200.00	\$ 13,500.00				
Digital Surface Model (DSM)	9	\$ 1,709.65 \$	\$ 500.00	\$ 4,104.22	\$ 2,000.00	\$ 4,440.00	\$ 6,125.00	\$ 1,330.00	\$ 26,600.00	\$ 13,500.00				
s	12,095.00	\$ 22,579.62	22,579.62 \$ 23,500.00	\$ 27,660.97	\$ 134,000.00	\$ 26,400.00 \$	\$ 22,185.00	\$ 1,330.00	\$ 1,000.00	\$ 42,275.00				
s	14	\$ 10,257.89 \$	\$ 7,000.00	\$ 3,953.86	\$ 30,000.00	\$ 5,054.00	\$ 3,350.00	\$ 1,330.00	\$ 1,000.00	\$ 48,500.00				
Generation 2 Foot Contours	8	\$ 3,399.77	3,399.77 \$ 27,800.00	\$ 4,942.21	\$ 30,000.00	\$ 3,370.00	\$ 7,103.00	\$ 2,400,00	\$ 1,000.00	\$ 23,665.00				
Generation 1 Foot Contours	7,257.00	\$ 4,274.12	4,274.12 \$ 31,000.00	\$ 4,942.21	\$ 62,000.00	\$ 4,536.00	\$ 9,839.00	\$ 3,500.00	\$ 730.00	\$ 58,600.00				
s	165,100.00	\$ 165,100.00 \$ 241,889.86 \$ 380,500.00	\$ 380,500.00	\$ 204,752.66	04,752.66 \$ 353,000.00	\$ 188,305.00 \$ 241,673.00 \$ 230,810.00	\$ 241,673.00	\$ 230,810.00	\$ 128,820.00	\$ 194,440.00	ğ	ğ	No bid	No bid
\$	165,100.00	\$ 165,100.00   \$ 242,764.21   \$ 383,700.00   \$	\$ 383,700.00	2	\$ 415,000.00	09,694.87 \$ 415,000.00 \$ 189,471.00 \$ 251,512.00 \$ 234,310.00 \$ 129,550.00 \$ 229,375.00	\$ 251,512.00	\$ 234,310.00	\$ 129.550.00	\$ 229,375.00				

### DEPARTMENT: 2021-60 LIDAR DATA

DUE: 01-14-21, 2:00 PM

OPENED: 01-14-21, 2:10 PM

TOTAL PRICE BID DEPOSIT BIDDER PRIME The Sanborn Map Colorado Spring. BID DEP--Prime Cont Y (N Forms Signed Y N References (M) Ν Addenda (3) Y (D. Ν Ayres Assoc. BID DEP RI Prime Cont Y N V 165,100 Madison WI Forms Signed Y N References W Ν Addenda (3) N Quantum Spatial BID DEP Prime Con N reboygan falls \$ 209,694.87 Forms Signed Y ) N References Y Ν WI Addenda (3) N N 2 FT Contours SURDEX Corportion BID DEP 380,500 Prime Cont Y N Christerfield-MD Ð Forms Signed Y N 383, 700 References (Y Ν Contours Addenda (3) Ν · Contour Axis Geospital Easton, MD BID DEP Ð Prime Cont N 188,305 Ν Forms Signed Y Ν References ( Y Ν Addenda (3) N Tyda Rebecca Ciwell-C ALSO PRESENT: Nancy Ruettiger, Kevin Lynn Missy Missman fort Kobin

stwell

Attachment: 2021-60 Award Docs(21-51:Award of Bid - LiDAR Data)

### **BID TABULATION FORM**

### DEPARTMENT: 2021-60 LIDAR DATA

DUE: 01-14-21, 2:00 PM

OPENED: 01-14-21, 2:10 PM

**TOTAL PRICE** BIDDER **BID DEPOSIT** PRIME BID DEP XEOS Imajons Prime Cont N \$ 234,310 Forms Signed Y Ν Prebec References Ν Addenda (3) Y N Keception Clean BID DEP Harbors Prime Cont (Y Ð 129,550 Forms Signed Y N Calgory References Y Ν Addenda (3) Y N 8 BID DEP GPI Geospatial Charlotte, NC Prime Cont M )N E. 194,440 Forms Signed Y Ν References (Y Ν Addenda (3) Y Fugro USA Land Frederick M.D. BID DEP Prime Cont Y Forms Signed Y Ν References (Y N Addenda (3) Y N Merrick+Comp BID DEP Greenwood Villas Prime Cont(Y \$ 242,764.22 Ν Forms Signed Y N References N Addenda (3) Y N

ALSO PRESENT: Nancy Ruettiger, Kevin Lynn

### **BID TABULATION FORM**

### DEPARTMENT: 2021-60 LIDAR DATA

DUE: 01-14-21, 2:00 PM

OPENED:

D: 01-14-21, 2:10 PM

**TOTAL PRICE BID DEPOSIT** BIDDER PRIME Kicera Internationation BID DEP. Prime Cont Willoustby, Off Forms Sign Ft Contours 353,000 Prime Cont (?? Ν Forms Signed N ontours References (Y N Addenda (3) YN N BID DEP HBK Engineering Prime Cont () Forms Signed () References () N \$251,692 Forms Signed Y N N Addenda (3) (7) N BID DEP Prime Cont Y N Forms Signed Y Ν References Y N Addenda (3) Y N BID DEP Prime Cont Y N Forms Signed Y Ν References Y Ν Addenda (3) Y N BID DEP Prime Cont Y N Forms Signed Y N References Y N Addenda (3) Y N

ALSO PRESENT: Nancy Ruettiger, Kevin Lynn

21.10



### **RESOLUTION OF THE COUNTY BOARD** WILL COUNTY, ILLINOIS

### Awarding Bid for Electronics Recycling Collection - One Day Events

WHEREAS, on January 13, 2021, the County Executive's Office opened one (1) bid, to provide electronics recycling collection, one-day events, and

WHEREAS, the Resource Recovery & Energy Division has recommended, and the Executive Committee concurs, that the bid for electronics recycling collection, one-day events be awarded to the lowest responsible bidder, A-Team Recyclers LLC, Shorewood, IL, for the approximate cost of \$45,000 per recycle event, for six events, for contract period March 1, 2021 through and including February 28, 2022, and

WHEREAS, sufficient appropriations are budgeted in the Resource, Recovery and Energy Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby awards the contract for electronics recycling collection, one-day events to the lowest responsible bidder of A-Team Recyclers LLC, Shorewood, IL for the approximate cost of \$45,000 per recycle event, for six events, for contract period March 1, 2021 through and including February 28, 2022.

BE IT FURTHER RESOLVED, that the County Executive is hereby authorized to take such action as necessary to implement the bid award set forth herein.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous] Lauren Staley Ferry Will County Clerk Approved this day of . 2021.

(SEAL)

Jennifer Bertino-Tarrant Will County Executive

21.10

# FROM THE DESK OF KEVIN LYNN

PURCHASING DIRECTOR

# **BID HISTORY**

**ITEM:** 2021-5 ELECTRONICS RECYCLING COLLECTION – ONE-DAY EVENTS

**DEPARTMENT:** LAND USE, RESOURCE RECOVERY & ENERGY DIVISION

BID LETTING: DECEMBER 18, 2020

**PUBLISHED NOTICE:** HERALD NEWS, JOLIET, DECEMBER 21, 2020

**BID OPENING:** JANUARY 13, 2021, 10:10 A.M.

LOCATION: WILL COUNTY OFFICE BUILDING 302 N. CHICAGO ST. JOLIET, IL. 60432

### **BIDDING RESULTS:**

NUMBER RELEASED: 6 & INTERNET

TOTAL

NUMBER RETURNED:

A-TEAM RECYCLERS, LLC, SHOREWOOD, IL

**BIDDER:** 

(EST) \$45,000/1 YR/6 EVENTS

1

RECOMMONDATION FROM MARTA KEANE, LAND USE, RECYCLING PROGRAM SPECIALIST, RESOURCE RECOVERY & ENERGY DIVISION, IS TO AWARD TO RESPONSIBLE BIDDER, A-TEAM RECYCLERS, LLC, SHOREWOOD, IL, FOR A ONE-YEAR CONTRACT, WITH AN APPROXIMATE ONE-YEAR COST OF \$45,000.00 FOR SIX EVENTS, FOR THE CONTRACT PERIOD MARCH 1, 2021 THROUGH FEBRUARY 28, 2022.

21.10.a

### **BID TABULATION FORM**

### 2021-5 RESIDENTIAL ELECTRONICS RECYCLING DEPARTMENT:

DUE: 01-13-21, 10:00 AM

OPENED: 01-13-21, 10:10 AM

BIDDER	BID DEPOSIT PRIME	TOTAL PRICE
A team Recyclers. 52 Lic	BID DEP 4300.00 Prime Cont Y N Forms Signed Y N References Y N Addenda (1) N	45.000.00 - 6 evento - 7500.00 per sunt
	BID DEP Prime Cont Y N Forms Signed Y N References Y N Addenda (1) Y N	
	BID DEP Prime Cont Y N Forms Signed Y N References Y N Addenda (1) Y N	
	BID DEP Prime Cont Y N Forms Signed Y N References Y N Addenda (1) Y N	
	BID DEP Prime Cont Y N Forms Signed Y N References Y N Addenda (1) Y N	

ALSO PRESENT: Nancy Ruettiger, Marta Keane, Dean Ohm.

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Attachment: 2021-5 Award Docs (21-52 : Awarding Bid for Electronics Recycling)



### WILL COUNTY LAND USE DEPARTMENT **RESOURCE RECOVERY & ENERGY DIVISION**

58 E. CLINTON STREET, SUITE 100 JOLIET, ILLINOIS 60432 815-727-8834

### **MEMORANDUM**

Date: January 13, 2021 To: **County Board Executive Committee** Through: David DuBois, Land Use Director Kevin Lynn Purchasing Director Copy: From: Dean Olson, Resource Recovery & Energy Director Marta Keane, Recycling Program Specialist Subject: Electronic Recycling Collection Service for One-Day Event Bid Award

### **Summary**

Staff recommends acceptance A-Team's bid to provide service at One-Day Electronic Collection Events. The estimated one-year total price for service at six events is \$44,000, several of which are expected to have 1,000 participants. This vendor will unload materials from vehicles, sort the materials on-site, pack materials into the semi-trailers supplied by Dynamic, the manufacturer funded vendor selected through the State Clearinghouse process that is assigned to Will County for the 2021 calendar year to perform the actual electronic recycling.

### History

Over the course of 2017, Will County utilized A-Team Recyclers for Saturday One-Day Electronic Collection Events very successfully. The firm is professional, courteous and efficient. They are also located within Will County which has made their response time excellent. Residents continue to utilize Saturday collection events in addition to the Turn-Key collection sites and the permanent site in Lockport due to the inherent convenience of weekend hours.

### **Contract Cost Fixed Fee Breakdown**

7 Hour Event is \$7.500 5 Hour Event is \$7.000 3 Hour Event is \$6.500 One Spring Electronic Event will be reimbursed by the operator of the Prairie View Landfill.

### **Bidders**

The bid was e-mailed to multiple vendors. It was placed on the purchasing internet site www.willcountyillinois.com and on www.demandstar.com. One contractor submitted a bid. A-Team Recyclers

Shorewood, IL 60404

### **Evaluation/Recommendation**

Several criteria were used to evaluate the qualifications and reliability of potential contractors, including, but not limited to: length of time the contractor has been in business, compliance with regulations, experience with similar clients, references, demonstrated understanding of the bid documents, conformity with specifications, inclusion of mandatory forms (proof of insurance, etc), proximity to the sites, and price.

Staff recommends contracting with A-Team Recyclers for Electronic Recycling Service at all One-Day Collection Events.

21.11



### RESOLUTION OF THE COUNTY BOARD WILL COUNTY, ILLINOIS

### Renewing Contract for Electronics Recycling Turn Key Collection

WHEREAS, the current contract for electronics recycling turn-key collection for Will County will expire on February 28, 2021, and

WHEREAS, the current contract allows for the extension of said contract for two (2) oneyear renewal options, if the County so chooses, and

WHEREAS, the Resource, Recovery & Energy Director has recommended, and the Executive Committee has concurred, that the contract for electronics recycling turn-key collection for the period March 1, 2021, through and including February 28, 2022, be renewed with A-Team Recyclers, LLC, Joliet, IL, for an approximate cost of \$130,000.00, and

WHEREAS, sufficient appropriations have been budgeted in the Resource, Recovery and Energy Budget.

NOW, THEREFORE, BE IT RESOLVED, that the Will County Board hereby authorizes the County Executive to renew the contract for electronics recycling turn-key collection for the period March 1, 2021, through and including February 28, 2022, be renewed with A-Team Recyclers, LLC, Joliet, IL, for an approximate cost of \$130,000.00.

BE IT FURTHER RESOLVED, that the Preamble of this Resolution is hereby adopted as if fully set forth herein. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Adopted by the Will County Board this 18th day of February, 2021.

AYES: Newquist, Ogalla, Koch, Moustis, Mitchell, Tyson, Harris, Traynere, Fritz, Mueller, Gould, VanDuyne, Balich, Fricilone, Brooks Jr., Winfrey, Parker, Ventura, Coleman, Marcum, Berkowicz, Cowan, Pretzel, Weigel, Freeman, Kraulidis

Result: Approved - [Unanimous]

Lauren Staley Ferry Will County Clerk (SEAL)

Approved this \_\_\_\_\_\_ day of \_\_\_\_\_, 2021.

Jennifer Bertino-Tarrant Will County Executive

### OFFICE OF WILL COUNTY EXECUTIVE JENNIFER BERTINO-TARRANT

Will County Office Building - 302 N Chicago Street - Joliet, Illinois 60432

Kevin Lynn Purchasing Director

(815) 740-4712 Fax (815) 740-4604 klynn@willcountyillinois.com

December 9, 2020

A-Team Recyclers, LLC 359 Airport Dr Joliet, IL 60431

Attn: James Larkin

Re: Bid #2020-58 – Electronics Recycling – Turn-Key Collection Will County, Joliet, IL

Dear Mr. Larkin,

The Electronics Recycling – Turn-Key Collection for the County of Will, will expire on February 28, 2021. The new contract period will be effective March 1, 2021 through February 28, 2022.

We are in the position to exercise the first one (1) year renewal option, as stated in the original bid.

Please contact me in writing, via fax or email, within 10 business days, as this requires County Board approval.

If you have any questions, please call me at (815) 740-4712.

Sincerely,

Kevin Lynn

Kevin Lynn Purchasing Director

21.11.a

cc:: Marta Keane, Waste Services, Land Use Dept. Dean Olson, Waste Services, Land Use Dept.

### **Kevin Lynn**

From:	Jimmy Larkin <jimmy@ateamrecyclers.com></jimmy@ateamrecyclers.com>	
Sent:	Friday, December 11, 2020 9:18 AM	
То:	Kevin Lynn	
Cc:	Marta Keane	
Subject:	RE: 2020-58 Electronics Collection Bid Renewal	

CAUTION: This email originated from outside your organization. Exercise caution when opening attachments or clicking links, especially from unknown senders.

Hi Kevin,

Yes, we agree to renew.

### Sincerely,

James Larkin A-Team Recyclers, LLC C: <u>815-600-3608</u> P: <u>815-630-4308</u> F: <u>815-687-8820</u> www.a-teamrecyclers.com

From: Kevin Lynn <klynn@willcountyillinois.com>
Sent: Friday, December 11, 2020 9:06 AM
To: A-Team Recyclers (Shorewood) <Jimmy@ateamrecyclers.com>
Cc: Marta Keane <mkeane@willcountygreen.com>
Subject: 2020-58 Electronics Collection Bid Renewal
Importance: High

Good morning,

Please see the attached renewal letter for the 2020-58 Electronics Collection bid for Will County. Please reply with your acknowledgement of our intent to renew as soon as possible, as this requires County Board approval.

Thank you

 Kevin Lynn

 Purchasing Director

 Offfice of the County Executive

 302 N Chicago Street

 Joliet, IL 60432

 815-740-4712

 fax 815-740-4604

 klynn@willcountyillinois.com

 Please consider the environment before printing this e-mail.

# FROM THE DESK OF KEVIN LYNN

PURCHASING DIRECTOR

# **BID HISTORY**

ITEM: 2020-58 TURN KEY & PERMANENT ELECTRONICS RECYCLING

DEPARTMENT: LAND USE, RESOURCE RECOVERY & ENERGY DIVISION

BID LETTING: DECEMBER 16, 2019

PUBLISHED NOTICE: HERALD NEWS, JOLIET, DECEMBER 18, 2019

**BID OPENING:** 

JANUARY 15, 2020, 2:10 P.M.

LOCATION: WILL COUNTY OFFICE BUILDING 302 N. CHICAGO ST. JOLIET, IL. 60432

### **BIDDING RESULTS:**

NUMBER RELEASED:

13 & INTERNET

### NUMBER RETURNED:

2

**BIDDER:** 

TOTAL

A-TEAM RECYCLERS, LLC, JOLIET, IL

AVA RECYCLING

(EST) \$130,000.00/1 YR

NO BID

RECOMMONDATION FROM DEAN OLSON AND MARTA KEANE, LAND USE, RESOURCE RECOVERY & ENERGY DIVISION, IS TO AWARD TO RESPONSIBLE BIDDER, A-TEAM RECYCLERS, LLC, JOLIET, IL, FOR A ONE-YEAR CONTRACT, WITH AN APPROXIMATE ONE-YEAR COST OF \$130,000.00 WITH ADDITIONAL SITES AS NEEDED. 100HV

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### **BID TABULATION FORM**

# DEPARTMENT: 2020-58 RESIDENTIAL ELECTRONICS COLLECTION – TURN KEY & PERMANENT

DUE: 1-15-20, 2:00 PM

OPENED: 1-15-17, 2:10 PM

BIDDER	BID DEPOSIT PRIME	TOTAL PRICE
A-Team Recyclers Shorewood, IL	BID DEP DOD Prime Cont Y N Forms Signed Y N Addenda (1) Y N	Standard Turn Key Event Weekday 5p-7p: 650 per event Weekday 6a-8a: 650 per event Lockport Site Labor: - 500 per event Front Door Collection: <sup>B</sup> HD per TV Appliance Collection: Not available
ANA Recycling	BID DEP Prime Cont Y N Forms Signed Y N Addenda (1) Y N	Standard Turn Key Event Weekday 5p-7p: Weekday 6a-8a: NO Lockport Site Labor: Sid Front Door Collection: Appliance Collection:
- T	BID DEP Prime Cont Y N Forms Signed Y N Addenda (1) Y N	Standard Turn Key Event Weekday 5p-7p: Weekday 6a-8a: Lockport Site Labor: Front Door Collection: Appliance Collection:
	BID DEP Prime Cont Y N Forms Signed Y N Addenda (1) Y N	Standard Turn Key EventWeekday 5p-7p:Weekday 6a-8a:Lockport Site Labor:Front Door Collection:Appliance Collection:
	BID DEP Prime Cont Y N Forms Signed Y N Addenda (1) Y N	Standard Turn Key Event Weekday 5p-7p: Weekday 6a-8a: Lockport Site Labor: Front Door Collection: Appliance Collection:

M

ALSO PRESENT: Kevin/Lynn, Nancy Ruettiger, Marta Keane



### WILL COUNTY LAND USE DEPARTMENT **RESOURCE RECOVERY & ENERGY DIVISION** 58 E. CLINTON STREET, SUITE 100 JOLIET, ILLINOIS 60432 815-727-8834

### MEMORANDUM

January 27, 2020 Date:

County Board Executive Committee To:

David DuBois, Land Use Director Through: Kevin Lynn, Purchasing Director Copy: Dean Olson, Resource Recovery & Energy Director From: Marta Keane, Recycling Program Specialist

Electronic Recycling Collection Service for Turn-Key and Lockport Bid Award Subject:

### Summary

Staff recommends acceptance of A-Team's bid for both the five current Turn-Key Electronic Collection Events and the services required at the Lockport Permanent Collection Site. The estimated one-year total price of the current level of service is \$78,000, however this does not include any additional sites. It is our goal to reach 8 sites in 2020. Each additional site above the current network of sites would add \$15,600 annually. This bid also includes the majority of the operation of the only permanent site, hosted by Lockport, which will cost \$52,000. This vendor will pack materials as specified by the Illinois Consumer Electronics Law and the Clearinghouse selected manufacturer funded vendor assigned to perform the actual electronic recycling. Lastly, this bid includes Front-Door appointment collection of TVs for a fee to participants of \$40 each.

### History

In 2016, Will County partnered with the City of Lockport to host a permanent site with the promise of labor assistance to be open two days each week. This has been established at the County's anchor site, serving as a drop-off for units of local government when they are faced with handling illegally dumped TVs. It would not be appropriate for these large quantities to flow into the Turn-Key Collection Events.

The Turn-Key Events were created over the summer of 2016 to provide twice a month service for two hours per event. It began with Peotone, Romeoville and New Lenox Township. Joliet partnered with us to offer the service on a Will County parking lot in the downtown. Channahon and Wilmington were added to offer services as broadly as possible. When Joliet ceased, Frankfort Township opened. Romeoville ceased operation in mid-2019 and we are seeking a replacement site on the northern portion of the County. Wilmington has offered to reduce service to once-amonth to allow Manhattan Township to join at once a month. This approach to providing service has proven successful. Illegal dumping has been greatly reduced as residents have found the program options satisfactory.

A-Team Recyclers has proved themselves responsible and professional, with each partnering site praising their work. They arrive early, are courteous and efficient in their interactions with our residents. They are also located within Will County which has made their response time excellent.

### Contract Cost Breakdown Based on Current Service Level

5 Turn-Key Sites, open twice each month = \$78,000 Lockport Operation, open twice each week = \$52,000 TOTAL without any additional Turn-Key sites = \$130,000 for one year

### Bidders

The bid was e-mailed to multiple vendors. It was placed on the purchasing internet site – <u>www.willcountyillinois.com</u> and on <u>www.demandstar.com</u>. One contractor submitted a bid.

A-Team Recyclers 304 Gregory Ct Shorewood, IL 60404

### **Evaluation/Recommendation**

Several criteria were used to evaluate the qualifications and reliability of the contractor, including, but not limited to: length of time the contractor has been in business, compliance with regulations, experience with similar clients, references, demonstrated understanding of the bid documents, conformity with specifications, inclusion of mandatory forms (proof of insurance, etc), proximity to the sites, and price.

Staff recommends contracting with A-Team Recyclers for Electronic Recycling Service at all Turn-Key Collection Sites, any additional Turn-Key sites that may be added, and the majority of the operation of the permanent Lockport Collection Site.

302 NORTH CHICAGO STREET JOLIET,IL 60432

JENNIFER BERTINO - TARRANT WILL COUNTY EXECUTIVE

### **APPOINTMENTS BY THE WILL COUNTY EXECUTIVE**

February 18, 2021

### **Black Walnut Creek Drainage District**

(70 ILCS 605)

### ADAM MARCUKAITIS

29812 South Egyptian Trail, Peotone, IL 60468 New Appointment – Replacing deceased Glenn Ginder *Term expiring September*  $6^{th}$ , 2022 – **REVISED** 

\*Mr. Marcukaitis is a resident of the district and is qualified to serve.

Compensation: \$300.00 per year

### Purpose (70 ILCS 605/3-1) (from Ch. 42, par. 3-1)

Sec. 3-1. Drainage districts. Drainage districts may be formed to construct, maintain or repair drains or levees or to engage in other drainage or levee work for agricultural, sanitary or mining purposes. (Source: Laws 1955, p. 512.)

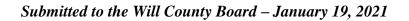
### Board information: (70 ILCS 605/4-1) (from Ch. 42, par. 4-1)

Sec. 4-1. Appointment of Commissioners. Upon the organization of the district, the temporary commissioners shall continue as permanent commissioners and shall hold office until the first Tuesday in September following the organization of the district and until their successors are selected and have qualified. On the first Tuesday in September after the organization of any district, or as soon thereafter as may be feasible, and in the manner provided in Section 3-9 of this Act, the appropriate appointing authority shall appoint 3 commissioners for such district, one of whom shall hold office for a term expiring on the first Tuesday of September next, one of whom shall hold office for a term expiring on the first Tuesday of the third succeeding September, and until their respective successors are selected and have qualified. On the first Tuesday of September of each succeeding year, or as soon thereafter as may be feasible, the appointing authority shall appoint one commissioner, who shall hold his office for a term expiring on the first Tuesday of the third succeeding September, and until their successors are selected and have qualified. On the first Tuesday of september of each succeeding year, or as soon thereafter as may be feasible, the appointing authority shall appoint one commissioner, who shall hold his office for a term expiring on the first Tuesday of the third succeeding September and until his successor is selected and has qualified. (Source: P. A. 77-701.)

### Qualifications: (70 ILCS 605/4-3) (from Ch. 42, par. 4-3)

Sec. 4-3. Qualifications of Commissioners. No person shall be appointed or elected commissioner of a district who is not an adult resident ( Illinois. Neither shall any person be appointed or elected commissioner of a district who does not own land in the district unless (a) the cour in election districts or the appointing authority in other districts finds it to be in the best interests of the district that the requirement of ownership of land in the district be waived or (b) the selection of commissioners is by appointment and a majority of the adult landowners owning a majority of the area embraced in the district have duly petitioned the appropriate appointing authority to allow the appointment as commissioner of an individual who does not own land in the district. (Source: P.A. 86-297.)





302 NORTH CHICAGO STREET JOLIET,IL 60432

**APPOINTMENTS BY THE WILL COUNTY EXECUTIVE** 

February 2021

### **Monee Fire Protection District**

70 ILCS 705/4

### **Gustave Bettenhausen**

5308 W. Mulberry Ln., Monee, IL 60449 New appointment – Replacing Kenneth Mosier - Term expires May 1, 2023

\*Note: Mr. Bettenhausen is a resident of the district and is qualified to serve.

### **Compensation:** None

### **Purpose**

The purpose of the fire protection district is to engage in the acquisition, establishment, maintenance and operations of fire stations, facilities, vehicles, apparatus and equipment for the prevention, control of fire, and the underwater recovery of drowning victims, provide as nearly adequate protection from fire for lives and property within the districts as possible and regulate the prevention and control of fire therein.

### Board information: (70 ILCS 705/4)

Sec. 4.01 Five member boards.

(a) Any appointed board of trustees of a fire protection district may provide for the establishment of a 5-member board of trustees by adopting an ordinance to that effect. An appointed board of trustees shall also be increased to a 5-member board upon the adoption of a proposition to increase the board as provided in subsection (b) of this Section. When such an ordinance or proposition has been adopted, the appropriate appointing authority shall, within 60 days of the date of the adoption of the ordinance or proposition, appoint 2 additional trustees to the board of trustees, one to hold office for 2 years and one to hold office for 3 years from the first Monday of May next after their appointment and until their successors are appointed and have qualified. The lengths of the terms of these 2 additional members shall be determined by lot at the first meeting of the board of trustees held after the 2 additional members take office. The 3 trustees already holding office in the district shall continue to hold office for the remainder of their respective terms. Thereafter, on or before the second Monday in April of each year the appropriate appointing authority shall appoint one trustee or 2 trustees, as shall be necessary to maintain a 5-member board of trustees, whose terms shall be for 3 years commencing the first Monday in May of the year in which they are respectively appointed.



**JENNIFER BERTINO - TARRANT** 

WILL COUNTY EXECUTIVE

PH: 815-774-7480 FX: 815-740-7460 COUNTYEXEC@WILLCOUNTYILLINOIS.C



22.1.c

### **APPOINTMENTS BY THE WILL COUNTY EXECUTIVE**

### February 2021

### **Rockdale Fire Protection District**

70 ILCS 705/4

302 NORTH CHICAGO STREET

JOLIET IL 60432

### Michael P. Vangelisti

1011 Otis Ave., Rockdale, IL 60436 New Appointment – Replacing Jeremy Pierce – Term expires May 1, 2022

Compensation: \$1,000.00 per year

### <u>Purpose</u>

The purpose of the fire protection district is to engage in the acquisition, establishment, maintenance and operations of fire stations, facilities, vehicles, apparatus and equipment for the prevention, control of fire, and the underwater recovery of drowning victims, provide as nearly adequate protection from fire for lives and property within the districts as possible and regulate the prevention and control of fire therein.

### Board information: (70 ILCS 705/4)

Under (B)" … Within 60 days after the adoption of this Act as provided in Section 1, or within 60 days after the adoption of an ordinance pursuant to subsection (c) of Section 4.01, the appropriate appointing authority shall appoint 3 trustees who are electors in the district, not more than one of whom shall be from any one city or village or incorporated town in a district unless such city or village or incorporated town has more than 50% of the population in the district according to last preceding Federal census. Such trustees shall hold their offices thenceforward and for one, 2 and 3 years from the first Monday of May next after their appointment and until their successors have been selected and qualified and thereafter, unless the district has determined to elect trustees as provided in Section 4a, on or before the second Monday in April of each year the appointing authority shall appoint one trustee whose term shall be for 3 years commencing on the first Monday in May next after they are respectively appointed. The length of term of the first trustees shall be determined by lot at their first meeting…"

Submitted to the Will County Board – January 19, 2021