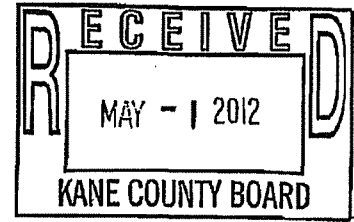


County of Kane
Office of County Board
Kane County Government Center



Karen McConnaughay
Chairman
630-232-5930



719 Batavia Avenue
Geneva, Illinois 60134
Fax 630-232-9188

DOCUMENT VET SHEET
for
Karen McConnaughay
Chairman, Kane County Board

Name of Document: U.S. EPA WaterSense Promotional Partnership Agreement
(per Resolution #12-60 passed 3-13-2012 – copy attached)

Submitted by: Paul M. Schuch, Director Water Resources

Date Submitted: May 1, 2012

Examined by: Joseph Lykes
(Print name)

[Signature]
(Signature)

5-3-12
(Date)

Post on Web: Yes No Atty. Initials [Signature]

Comments:

Chairman signed: Yes No 5/8/2012
(Date)

Document returned to: Paul Schuch x67207



Partnership Agreement: Promotional Partners

Section I: EPA WaterSense® Program Goals

The EPA WaterSense program aims to use water resources more efficiently to preserve them for future generations and to reduce water and wastewater infrastructure costs by reducing unnecessary water consumption. Through WaterSense, EPA provides reliable information on high-performing, water-efficient products and practices, raises awareness about the importance of water efficiency, ensures water-efficient product performance, helps consumers identify products and services that use less water, promotes innovation in product development, and supports state and local water-efficiency efforts.

Section II: Partnership Pledge

As an EPA WaterSense promotional partner, Kane County, Illinois (name of organization), shares EPA's goals as outlined above and is proud to commit to the following activities to further these goals:

1. Educate consumers, residents, businesses, and institutions on the value of water efficiency, the importance of saving water, and the meaning of the WaterSense label. Where feasible, undertake activities and events to achieve mutual WaterSense goals.
2. As appropriate, encourage eligible constituents, members, or affiliates to participate as partners in the EPA WaterSense program.
3. **For utilities and governments:** On an annual basis, provide data to EPA on promotional activities and incentive programs to assist in determining the impact of the program in promoting labeled products.
4. **For applicable trade associations:** Provide aggregate data to EPA on market share of WaterSense labeled products and programs in relevant industry. Compile data submitted by members who are also WaterSense partners into a summary report to assist EPA in evaluating market trends and the success of the WaterSense program, without disclosing any proprietary information from members.
5. Adhere to all policies and procedures contained in the Program Guidelines.
6. Feature the WaterSense promotional label and partner logo on website and in other promotional materials.
7. Adhere to WaterSense program mark guidelines and ensure that authorized representatives, such as advertising agencies, distributors, and subcontractors, also comply. Help EPA maintain program integrity by alerting EPA to possible misuse(s) of the WaterSense program marks.
8. Grant the EPA WaterSense program permission to include partner's name on a list of participating partners on the WaterSense website, program materials, and announcements. Partners understand that from time to time, EPA will be interested in profiling partner accomplishments in case studies and articles. If selected for such promotion, partners will have the opportunity to provide input and review the final print or web document before EPA releases it to the public. Further, the partner understands that EPA might refer media contacts interested in publicizing water efficiency to partners for information about products and accomplishments.

Section III: EPA WaterSense Program's Commitments to Partners

1. Develop national specifications for water-efficient products and programs through an open, public process.
2. Increase awareness of the WaterSense brand by distributing key messages on the benefits of labeled products and programs, and the importance of water efficiency.
3. Provide current EPA WaterSense program news, information, and reference documents (via the program website, WaterSense Helpline, e-mail, or other means), including a listing of labeled products and programs on the website.
4. Provide WaterSense partners with public recognition for their involvement in the program and role in protecting the environment through online listing of partners, special awards, publications, and other efforts.
5. Respond swiftly to partner requests for information or clarification on EPA WaterSense program policies.
6. Provide materials, templates, and program marks for promotional use, consistent with the WaterSense Program Guidelines.
7. Review pre-press promotional items, draft websites, packaging, or other materials that use the WaterSense marks upon request.

Section IV: General Terms and Disclaimers

1. The partner will not construe, claim, or imply that its participation in the EPA WaterSense program constitutes federal government (EPA) approval, acceptance, or endorsement of anything other than the partner's commitment to the program.
2. Nothing in this agreement, in and of itself, obligates the EPA to expend appropriations or to enter into any contract, assistance agreement, interagency agreement, or incur other financial obligations that would be inconsistent with Agency budget priorities. The partner agrees not to submit a claim for compensation for services rendered to EPA or any Federal Agency in connection with any activities it carries out in furtherance of this agreement.
3. The partner and the EPA WaterSense program will assume good faith as a general principle for resolving conflict and will seek to resolve all matters informally, so as to preserve maximum public confidence in the program.
4. Failure to comply with any of the terms of this partnership agreement can result in its termination and cessation of access to the benefits of the program, including use of the program marks.
5. The EPA WaterSense program will actively pursue resolution of noncompliance related to the use of the program marks.
6. Both parties concur that this agreement is wholly voluntary and may be terminated by either party at any time, and for any reason, with no penalty. Termination will begin effective immediately upon written notice to or from the EPA WaterSense program. Upon termination of this agreement, partners agree to remove program marks in a timely manner, consistent with the WaterSense program mark guidelines.

To be completed by partner

Authorized Partner Representative¹ (printed name): Karen McConnaughay

Title: Kane County Board Chairman E-mail: kmcconnaughay@kanecoboard.org

Signature:  Date: March 13, 2012

Organization Name: Kane County, Illinois Number of employees: 1,264

Organization Type (choose one): Nongovernmental Organization Utility Local Government

State Government Trade Association Home Builders Association

Industry/SIC/NAICS code: _____ Population served²: 58,490 (unincorporated)

Primary Contact: Dr./Mr./Mrs./Ms. Mr. Paul M. Schuch

Title: Director Water Resources Dept.: Water Resources Division

E-mail: schuchpaul@co.kane.il.us

Address: 719 Batavia Avenue City/State/ZIP: Geneva, IL 60134

Water District, if applicable: n/a Website: http://www.countyofkane.org

Telephone: 630-232-3497 Alternate Telephone: _____

How did you find out about this program? Website Referral, Name: Northwest Water Planning Alliance

Periodical: _____ Workshop, Sponsor: _____

Mailing: _____ EPA Region: _____ Other: _____

To be completed by EPA

Authorized EPA Representative (printed name): Sheila E. Frace

Title: Director, Municipal Support Division E-mail: watersense@epa.gov

Signature: _____ Date: _____

¹ The authorized partner representative should be a person in the organization with signing authority (e.g., vice president).

² Please indicate the total residential population served rather than the number of hookups.

Submit the Partnership Agreement (rewriteable PDF) to WaterSense via:

Fax: (703) 841-1440

Mail: WaterSense, c/o ERG, 2300 Wilson Blvd, Suite 350, Arlington, VA 22201

Electronically: If you have Adobe Acrobat, you can complete the form electronically and e-mail it to: watersense@epa.gov.

Please contact the WaterSense Helpline at (866) WTR-SENSE (987-7367) if you have any questions about eligibility, partnership, or for general program inquiries.

After signing, EPA will send partners an executed copy of this agreement.

The public reporting and record keeping burden for this collection of information is estimated to average 8 hours per response. Send comments on the Agency's need for this information, the accuracy of the provided burden estimates, and any suggested methods for minimizing respondent burden, including through the use of automated collection techniques to the Director, Collection Strategies Division, U.S. Environmental Protection Agency (2822T), 1200 Pennsylvania Ave., NW, Washington, D.C. 20460. Include the OMB control number in any correspondence. Do not send the completed Partnership Agreement to this address.

Proceedings of the

KANE COUNTY BOARD



KANE COUNTY, ILLINOIS

March 13, 2012

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agencies, municipalities, departments and offices to address environmental concerns and corrective actions for county owned property, and throughout the county;” and

WHEREAS, the Illinois Department of Commerce and Economic Opportunity announced a grant opportunity for the Ike Disaster Recovery Planning Program (IKE-PLP) from communities, including Kane County, determined to be eligible under the CDBG Disaster Recovery “IKE” Program; and

WHEREAS, grant applications for the 2012 CDBG Disaster Recovery “IKE” program are due March 30, 2012 and require resolution from the Kane County Board as a requirement of the application guidelines; and

WHEREAS, Kane County is applying to the State of Illinois for a CDBG Disaster Recovery program grant, to assist with the development of comprehensive planning and disaster recovery activities, and for which it is necessary that an application be made and agreements entered into with the State of Illinois.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to apply for, and furnish information to secure, a grant under the terms and conditions of the State of Illinois, shall enter into and agree to the understandings and assurances contained in said application, and shall execute such documents and all other documents necessary for the carrying out of said application.

###

RESOLUTION #12-60

BECOMING A U.S. EPA WATERSENSE PROMOTIONAL PARTNER

WHEREAS, on December 9, 2008 the Kane County Board passed Ordinance No. 08-367 amending Section 2-48 of the Kane County Code, which created the Energy and Environmental Technology Committee; and

WHEREAS, Ordinance No. 08-367 specified that the Energy and Environmental Technologies Committee, among other things, “...shall have jurisdiction over matters pertaining to the education and promotion of water conservation and efficiency”; and

WHEREAS, the Draft Kane County 2040 Land Resource Management Plan’s chapter on Water Resources begins its recommended County Policies with the Policy to “Preserve and protect the quality of groundwater and surface water, the primary sources of drinking water in Kane County, and encourage water conservation and efficiency programs”; and

WHEREAS, Kane County is a member of the Northwest Water Planning Alliance (NWPA), a voluntary partnership formed to address the issues of water supply planning and management in northeastern Illinois; and

WHEREAS, stewardship of the County’s water supply through conservation and efficiency is important to the prosperity of the residents and landowners; and

WHEREAS, the United States Environmental Protection Agency (EPA)’s voluntary WaterSense Partnership Program encourages water efficiency by promoting the use of WaterSense labeled products by

residents and businesses as well as other water conservation practices to help protect a community's water supply.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to enter into a Promotional Partnership Agreement with the U.S. EPA WaterSense Program with no cost to the County.

###

**RESOLUTION #12-61
TEMPORARY EMPLOYEE PROVIDER CONTRACTS**

WHEREAS, bids were solicited and received for the County's temporary employee provider for fiscal year 2012 and FY2013; and

WHEREAS, the following vendors were the lowest responsive, responsible bidders for the different categories of temporary employees that were solicited:

The Agency Staffing – West Dundee
Hipp Temporary Services – Batavia
Phoenix Staffing – Glen Ellyn

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the low bids from these vendors be accepted and approved. Funding shall be paid from various County Funds by multiple departments/offices.

Line item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds <u>currently</u> available for this personnel/item/service in the specified line item?	If funds are not currently available in the specified line item, where are the funds available?
Various - Depts.	Various Line Items	Yes	Yes	

###

**RESOLUTION #12-62
REPEALING SEC. 2-196(a) OF THE KANE COUNTY CODE
AND REPLACING IT WITH A NEW SEC. 2-196 (a)
(DEPOSITORIES FOR FUNDS OF COUNTY TREASURER/COLLECTOR)**

WHEREAS, David J. Rickert, Treasurer and ex-officio Collector of the County of Kane, State of Illinois, pursuant to Statutory authority, has requested this County Board to designate a bank, banks or other depository in which the funds or monies in his custody as County Treasurer and ex-officio Collector of this County may be deposited:

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that Section 2-196(a) of the Kane County Code shall be repealed and that it is hereby replaced with a new Sec. 2-196(a) which shall read as follows:

Sec. 2-196. Depositories for funds of the County Treasurer/Collector.

- (a) The following are hereby designated depositories for County Funds and monies which are in custody of David J. Rickert, Treasurer and ex-officio County collector of the County of Kane: