1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Approve the Kendall County Annual Prevailing Wage Ordinance
   B. Approve lowest responsible bidder to provide municipal electric aggregation supply for 24 months at a price not to exceed 6.9 cents per kWh
12. Elected Officials Report and Other Department Reports
   A. Sheriff
      1. Authorize the County Sheriff to enter into an Intergovernmental Agreement with the United States Marshal’s Office to provide housing for federal inmates
   B. County Clerk
      1. Resolution to fix voting precincts and districts and places of election in the township of Fox, County of Kendall, State of Illinois
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approve petition 15-08: Approval of a special use at 4819 Route 52 Minooka to operate a fall festival, corn maze, bakery, farm market and similar activities
      2. Approve petition 14-37: Approval of an ordinance to amend section 3.02 of the Kendall county Zoning Ordinance to clarify definitions and regulation of landscape businesses
   B. Public Safety
   C. Administration – HR
      1. Approval of Onsite Biometric Health Screenings
      2. Update on the return or end of lease purchase of KAT super medium vehicles
      3. Proposed Memorial Garden Project at the County Office Building
   D. Highway
      1. Approve the sale of 1-ton dump truck to Fox Road District for $16,000 and deposit funds into the County Highway Fund
      2. Acknowledge receipt of the following compliance reviews by IDOT:
         a. County Motor Fuel Taxes from 01-01-12 to 12-31-14
         b. Township Motor Fuel Taxes from 01-01-12 to 12-31-14
         c. Township Bridge Program Funds from 01-01-12 to 12-31-14
   E. Facilities
      1. Approve a one year extension of the waste and recycling agreement dated June 20, 2012 between County of Kendall and Groot Industries, Inc. from July 31, 2015 to July 30, 2016 in the amount of $877.53 per month
   F. Economic Development
1. Approval of Revolving Fund Loan to Countryside Café in the amount of $80,000 for the term of 7 years at 2.1% interest

G. Finance
   1. Approve Claims in an amount not to exceed $1,929,496.12
   2. Approve Claims for the VAC in the amount not to exceed $1,186.05
   3. Approve renewal of New World Software Maintenance Agreement with New World Systems Corporation from July 1, 2015 to June 30, 2020
   4. Approve renewal of Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the Village of Oswego, on behalf of the Oswego Police Department, regarding the New World Computer System
   5. Approve renewal of Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the United City of Yorkville, on behalf of the Yorkville Police Department, regarding the New World Computer System
   6. Approve renewal of Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the City of Plano, on behalf of the Plano Police Department, regarding the New World Computer System

H. Labor and Grievance
I. Committee of the Whole
J. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation
   D. Board of Health
   E. Juvenile Justice Counsel
   F. River Valley Workforce Investment Board
   G. 708 Mental Health Board

15. Other Business

16. Chairman’s Report
   A. CMAP Letter regarding Freight Program and Invitation to meet with new IDOT Transportation Secretary Blankenhorn
   B. Update on the Larry Nelson vs. Eric Weis, Kendall County State’s Attorney Case, Order 10 MR 143

   Appointments
   Dr. Justin Kwak – Board of Health – 3 year term – Expires June 2018
   Richard Healy – River Valley Workforce Investment Board – 2 year term – Expires September 2017
   David Stewart – Farmland Protection (replacing Jessie Hafenrichter) – Term ends December 2016
   Robyn Ingemunson (Republican) – Interim Clerk of the Circuit Court

   Announcements

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
STATE OF ILLINOIS
COUNTY OF KENDALL

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, May 19, 2014 at 9:45 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

The Clerk reported to the Chairman that a quorum was present to conduct business.

THE MINUTES

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/21/15. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Flowers moved to approve the amended agenda. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

Settlement Agreement with Suzanne Petrella

Member Gryder made a motion to approve the settlement agreement between the County of Kendall and Suzanne Petrella, Kendall County case number 15 CH 13 for the amount of $1,657.08. Member Prochaska seconded the motion.

State’s Attorney Eric Weis explained that over a period of time they have had negotiations and settlement discussions with Ms. Petrella. Mr. Weis gave a summary of the meetings and mileage included in the final settlement. Mr. Weis informed the board on the options as to how the vote can take place; members can vote if they choose to or the four members of the original per diem committee continue to vote as long as there is a quorum of the rest of the board.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Davidson, Gilmour, Gryder, Prochaska, Purcell, Shaw and Wehrli. Members who left the room include Flowers and Koukol. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird informed the board that they are still working with the Federal Marshals Office and they are working on expanding the training at the shooting ranges.

County Clerk

Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>4/1/15-4/30/15</th>
<th>4/1/14-4/30/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 811.50</td>
<td>$ 605.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,170.00</td>
<td>$ 1,020.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ -</td>
<td>$ 30.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 2,769.00</td>
<td>$ 2,186.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 28,620.00</td>
<td>$ 20,985.00</td>
<td></td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td>$ 33,370.50</td>
<td>$ 24,826.00</td>
<td></td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td>$ 39,577.50</td>
<td>$ 17,581.25</td>
<td></td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td>$ 17,045.50</td>
<td>$ 12,925.00</td>
<td></td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td>$ 28,748.00</td>
<td>$ 21,567.00</td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>2014 Budget</td>
<td>2015 Actual</td>
<td>% Actual</td>
</tr>
<tr>
<td>-----------------------------------</td>
<td>-------------</td>
<td>-------------</td>
<td>----------</td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$188,380</td>
<td>50.91%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,027,795</td>
<td>43.00%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$223,083</td>
<td>49.57%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$395,970</td>
<td>48.00%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$134,675</td>
<td>37.62%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$300,065</td>
<td>31.59%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$158,514</td>
<td>31.70%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$21,866</td>
<td>39.76%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$7,436</td>
<td>24.79%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$463,772</td>
<td>41.62%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,160,577</td>
<td>45.07%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$117,445</td>
<td>46.98%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$380,680</td>
<td>42.30%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$140,726</td>
<td>24.47%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$4,720,983</strong></td>
<td><strong>41.62%</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$2,057,222</td>
<td>47.84%</td>
</tr>
</tbody>
</table>
Transportation Sales Tax

<table>
<thead>
<tr>
<th></th>
<th>$4,300,000</th>
<th>$2,057,222</th>
<th>47.84%</th>
<th>$1,881,309</th>
<th>43.75%</th>
</tr>
</thead>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 5 months the revenue and expense should be at 41.65%.

Jill Ferko, County Treasurer stated that they are busy collecting property taxes.

State’s Attorney

State’s Attorney, Eric Weis read a letter of resignation from Clerk of the Circuit Clerk Rebecca Morganegg effective June 30, 2015 at 11:59pm. Ms. Morganegg stated that it has been an honor and privilege to serve the people of Kendall County. She has dedicated her entire professional career to the service of those who live and work here; she has tried to serve them to the best of her ability. Ms. Morganegg said that the staff has always been the backbone of her success and they deserve as much or more credit for what they have been able to accomplish during her time as an elected official. Ms. Morganegg stated that she is no longer able to give 100% of her professional obligations while continuing with her family and personal obligations. The letter shall serve as her official notification to the Chairman of the Kendall County Board and allow them to begin the process of selecting an interim Clerk of the Circuit Court until the next election in 2016. The letter of resignation of Rebecca Morganegg, Circuit Clerk was tendered to and accepted by Chairman Shaw effective on June 30, 2015 at 11:59pm.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>Statistics</th>
<th>2015 Statistics</th>
<th>Stats for Same Period in 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths .............</td>
<td>105</td>
<td>121</td>
<td>-13%</td>
</tr>
<tr>
<td>Autopsies to Date ..............</td>
<td>6</td>
<td>5</td>
<td>20%</td>
</tr>
<tr>
<td>Toxicology Samples ............</td>
<td>9</td>
<td>9</td>
<td>0%</td>
</tr>
<tr>
<td>Cremation Permits .........</td>
<td>63</td>
<td>58</td>
<td>9%</td>
</tr>
</tbody>
</table>

Coroner’s Office Personnel Update:

* Deputy Purcell presented for Operation Impact at Yorkville High School on April 2.
* Deputy Purcell attended the Court Services Appreciation Luncheon on April 14.
*Deputy Purcell provided a Driver’s Education Presentation for Plano High School on April 14 and April 15.
*Deputy Purcell provided a morgue tour to students from Oswego High School/Law Enforcement class on April 10.
* Coroner Toftoy attended the IACO Conference in Springfield – April 26 – April 29.

Supervisor of Assessments

Andy Nicoletti, Supervisor of Assessments stated that they have issued 172 certificates of error for seniors that have not turned in their paperwork from last year to put the exemptions on the tax bill.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Ordinance to amend Section 10.00 of the Subdivision Ordinance

Member Gryder made a motion to approve the ordinance to amend section 10.00 of the Kendall County Subdivision Ordinance to modify bonding requirements for land improvements. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

Petition #14-40

ORDINANCE # 15-09

Co Board 5/19/2015 -3-
WHEREAS, the Illinois General Assembly enacted the County Code (55 ILCS 5/5-1123 and 55 ILCS 5/5-1041) and the Public Construction Bond Act (30 ILCS 550/2), which allows for and regulate the land development process and provisions for construction surety and maintenance guarantees; and

WHEREAS, Kendall County updated its Subdivision Control regulations on March 15th, 2011 (Ordinance 2011-06) and eliminated some of the surety provisions required by State Statute; and,

WHEREAS, pursuant to the authority provided in 55 ILCS 5/5, Kendall County, a unit of local government, wishes to amend Section 10.0 of the Kendall County Subdivision Ordinance (“Subdivision Ordinance”) to bring construction surety and maintenance guarantees into compliance with State Statutes; and

WHEREAS, all administrative procedures required prior to passing amendments to the Kendall County Subdivision Ordinance have been followed; and

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 10.0 – Required Land Improvements of the Kendall County Subdivision Ordinance as provided:

I. RECITALS. The recitals set forth above are incorporated as is fully set forth herein.

II. THE FOLLOWING MODIFICATIONS ARE MADE TO SECTION 10.0 – REQUIRED LAND IMPROVEMENTS OF THE SUBDIVISION ORDINANCE:

PROCEDURE

B. Construction Surety

1. Prior to the start of any work, the subdivider shall post with the Clerk of the County of Kendall, a non-revocable letter of credit, a cash escrow, bond, irrevocable letter of credit, surety bond, or letter of commitment issued by a bank, savings and loan association, surety, or insurance company, deemed acceptable to the State’s Attorney of Kendall County in an amount equal to 125% of the full costs of the required improvements as estimated by a Registered Professional Engineer and approved by the Plat Officer or 110% of the full costs of the required improvements provided in line item format in a construction contract entered into between the subdivider and a contractor or contractors licensed in the State of Illinois. Such line item contract shall be approved by the Plat Officer.

D. As-Built Plans:

1. Stormwater Management Facilities: After completion of stormwater management facilities and prior to acceptance of said improvements (excepting final landscaping and short-term maintenance) the subdivider shall make or cause to be made, a detailed one foot contour topographic survey and engineering plans of said facilities to verify final dimensions and volumes required under the approved engineering plans and calculations have been provided. A comparison table of approved versus as-built volumes for each foot of detention volume elevation shall be provided. The presentation of these plans shall be a condition of final acceptance of the improvements, and release of the Letter of Credit cash escrow, cash bond, irrevocable letter of credit, surety bond, or letter of commitment assuring their completion.

2. Infrastructure Improvements: After completion of all public improvements, and prior to final acceptance of said improvements, the subdivider shall make, or cause to be made, engineering plans showing the actual location, size, and elevation of all structures and associated piping inverted; culvert location, size, and invert elevations; ditch line location and grade at maximum 100 foot intervals; vertical and horizontal alignment of roadway centerlines; street lighting locations and electrical cable routing; and electric, gas, telephone and other private utility locations and routing. The presentation of these plans shall be a condition of final acceptance of the improvements, and release of the Letter of Credit cash escrow, cash bond, irrevocable letter of credit, surety bond, or letter of commitment assuring their completion. The as-built plans shall be filed with the Plat Officer.

G. Maintenance Guarantee

Upon completion of the improvements acceptance thereof by all relevant authorities the improvements shall thereafter be maintained by the appropriate corporate authorities, providing however, for a period of 12 months following the acceptance as above provided the subdivider shall be responsible for the continued condition of said improvements as accepted. In the event failure occurs in the improvements the subdivider shall restore the improvements to the criteria specified in this Ordinance. To assure responsibility the subdivider shall, prior to acceptance of the improvements as outlined in Section 10.00.F of this ordinance, deposit with the Clerk of the County of Kendall a cash escrow, or maintenance letter of credit, surety bond, irrevocable letter of credit, or letter of commitment acceptable to the State’s Attorney’s office of Kendall County in an amount not less than ten
percent (10%) of the total cost of all improvements, which deposit may be used by the County to restore the improvements in the event such are not addressed by the subdivider within 12 months following acceptance of the improvements by all relevant authorities. Upon receipt of said maintenance surety, the Plat Officer shall be authorized to return the original financial surety(ies) posted to guarantee the satisfactory completion of the required improvements to the developer or issuing financial institution.

IN WITNESS OF, this amendment to the Subdivision Ordinance has been enacted by a majority vote of the Kendall County Board this 19th day of May, 2015.

Attest:
Kendall County Clerk
Debbie Gillette
Kendall County Board Chairman
John Shaw

Ordinance to amend Section 3.02 of the Zoning Ordinance

Member Gryder made a motion to approve the ordinance to amend section 3.02 of the Kendall County Zoning Ordinance to clarify definitions and regulation of landscape businesses. Member Cullick seconded the motion.

Members discussed where landscape businesses are allowed and where lawn care businesses are allowed and what a landscape business is and what a lawn care business is. There was discussion of the storage of equipment indoors and the need for fencing.

Member Gryder withdrew his original motion. Member Cullick withdrew the second.

Member Gryder made a motion refer the item back to the committee for further discussion. Member Wehrli seconded the motion. Chairman Shaw asked for a voice on the motion. All members present voting aye. Motion carried.

Public Safety

Selection Procedure for Security Systems Replacement Project

Member Prochaska made a motion that the County Board select a procedure as defined in the Local Government Professional Services Selection Act. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Administration – HR

Resolution – Reductions in transit Funding Partnership

County Administrator Jeff Wilkins stated that as the Governor’s budget is being proposed the funding for transit is less than what was received last year; about a 66% reduction in the appropriation.

Member Cullick made a motion to approve the resolution responding to significant proposed reductions in transit funding partnership with the State of Illinois with the correction in the last whereas paragraph. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County of Kendall, IL

Resolution 15-25

RESPONDING TO SIGNIFICANT PROPOSED REDUCTIONS IN TRANSIT FUNDING PARTNERSHIP WITH THE STATE OF ILLINOIS

WHEREAS, the essential public services provided by the County of Kendall through the Kendall Area Transit (KAT) program are provided through a financial and policy partnership with the State of Illinois; and

WHEREAS, majority of the rides provided by the KAT program are job related; and

WHEREAS, the proposed 2016 Illinois State budget recommends a very significant reduction in state funding for the public transportation services which Kendall County residents rely on to get to work, school, commercial activity, and other basic life functions; and

WHEREAS, the recovery of the Illinois economy depends on providing basic transportation services to maximize employment opportunities for all state citizens along with quality public transportation options that allow employers to attract and retain skilled employees that consider public transportation options when evaluating employment opportunities; and
WHEREAS, the County of Kendall recognizes that the magnitude of the proposed reduction in State’s existing cost sharing formula would reduce available rides annually by 21% and no immediate revenue options exist that can replace the proposed reductions;

NOW THEREFORE BE IT RESOLVED THAT the Board of the County of Kendall asks the Governor and State Legislature to consider the negative economic impact the proposed reductions to public transportation funding will have on the citizens of Kendall County and other downstate counties in Illinois.

Adopted by the County Board of the County of Kendall, Illinois this 19th day of May, 2015.

John A. Shaw, County Board Chair

Attest: Debbie Gillette, County Clerk

FLSA Non-exempt status for Job Description

Member Cullick made a motion to approve the FLSA non-exempt status for Helpdesk/Computer Support Specialist Job Description. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Video Recording

Member Cullick lead discussion about the video recording policy making clear that the video recording is only authorized during regular session board meetings.

Member Cullick made a motion to review the video recording policy making clear that video recording is only authorized during regular session board meetings. Member Gryder seconded the motion.

Stan Laken from the Technology Department informed the board that the only license is on the computer in the board room; it is secured by password. The Technology staff has access to it and the camera. Member Cullick stated that the committee wants to know that the recordings are secure; they are trying to get to how they are activated, how are they stored, and is it running constantly somewhere.

Member Cullick withdrew her original motion. Member Gryder withdrew the second.

Member Gryder made a motion refer the item back to the committee for further discussion. Member Flowers seconded the motion. Chairman Shaw asked for a voice on the motion. All members present voting aye. Motion carried.

Highway

Low Bid – Maintenance Coatings

Member Koukol made a motion to approve the low bid from Maintenance Coatings to place pavement markings on County Highways in the amount of $137,588.54. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Resolution No. 15-26

WHEREAS, bids were received at the County Highway Office on May 8, 2015 on the following listed projects:

Sec. 15-00000-02-GM, Pavement Markings, various locations approve the low bid of Maintenance Coatings Company in the amount of $137,588.54.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19th day of May, 2015.

Debbie Gillette - County Clerk
Box Culvert Replacement

Member Koukol made a motion to approve the petition from Na-Au-Say Road District to pay 50% of the cost of a box culvert replacement on Schlapp Road in the amount of $160,000 from the County Bridge Fund. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-13 is available in the Office of the County Clerk.

Intergovernmental Agreement with the City of Plano TAP Funds

Member Koukol made a motion to approve the Intergovernmental Agreement with the City of Plano governing 2015 KC-TAP Funds. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-14 is available in the Office of the County Clerk.

Intergovernmental Agreement with the Village of Oswego TAP Funds

Member Koukol made a motion to approve the Intergovernmental Agreement with the Village of Oswego governing 2015 KC-TAP Funds. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-15 is available in the Office of the County Clerk.

Preliminary Engineering Agreement – Traffic Signal Improvement

Member Koukol made a motion to approve the Preliminary Engineering Agreement with Hampton, Lenzini & Renwick for design of pedestrian traffic signal improvements at the intersection of Orchard Road and Caterpillar Drive in the amount of $15,428.80; to be taken from the Transportation Sales Tax Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-16 is available in the Office of the County Clerk.

STP Application – Grove-Collins-Minkler-Orchard Corridor

Member Koukol made a motion to approve the resolution supporting the STP Application to Kane/Kendall Council of Mayors for Phase II Engineering funding on the Grove-Collins-Minkler-Orchard Corridor. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Resolution No. 15-27

A Resolution Supporting the Grove-Collins-Minkler-Orchard Roadway Project

WHEREAS, the Kendall County Board continues to support the safety and mobility of the residents of Kendall County, and the Region, by promoting the proper construction and maintenance of transportation infrastructure; and

WHEREAS, Kendall County is generally deficient in transportation corridors that provide for the northerly and southerly movement of vehicular traffic through Kendall County; and

WHEREAS, Kendall County has identified the Grove-Collins-Minkler-Orchard Corridor as a strategic north-south corridor that ultimately provides a regional, inter-county corridor connecting I-80 in Grundy County to I-88 in Kane County; and

WHEREAS, said project is included in the Kendall County Long Range Transportation Plan, the Village of Oswego Comprehensive Plan; and has funding for Phase I Engineering in the County’s 5-Year Surface Transportation Plan; and

WHEREAS, Kendall County, working cooperatively with Village of Oswego, has already completed significant pre-Phase I Engineering as well as an Alignment Study for this corridor.

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board supports and encourages the implementation of a plan to develop the Grove-Collins-Minkler-Orchard Corridor, including the County’s application for funding Phase II Engineering through the Kane/Kendall Council of Mayors STP Program.

This resolution approved by the County Board of Kendall County, State of Illinois.

John A. Shaw - Kendall County Board Chair
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19 day of May, A.D. 2015.

Debbie Gillette – County Clerk

STP Application – Eldamain Road Improvements – Menards Distribution Center to Galena Road

Member Koukol made a motion to approve the resolution supporting the STP Application to Kane/Kendall Council of Mayors for construction funding of the Eldamain Road improvement from Menards Distribution Center to Galena Road. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Resolution No. 15-28

A Resolution Supporting Funding for Eldamain Rd. from Menards Distribution Center to Galena Rd.

WHEREAS, the Kendall County Board continues to support the safety and mobility of the residents of Kendall County, and the Region, by promoting the proper construction and maintenance of transportation infrastructure; and

WHEREAS, Kendall County is generally deficient in transportation corridors that provide for the northerly and southerly movement of vehicular traffic through Kendall County; and

WHEREAS, Kendall County has identified the Eldamain Road Corridor as a strategic north-south corridor that ultimately provides a regional, inter-county corridor connecting Grundy, Kendall and Kane Counties; and

WHEREAS, said project is included in the Kendall County Long Range Transportation Plan, the City of Plano Comprehensive Plan, the City of Yorkville Comprehensive Plan; and

WHEREAS, said project has already received $2.5 million in federal monies and is currently under contract for construction, with an estimated completion date of December 1, 2015.

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board supports additional federal funding for construction of that part of Eldamain Road between Menards Distribution Center and Galena Road through the Kane/Kendall Council of Mayors STP Program.

This resolution approved by the County Board of Kendall County, State of Illinois.

John A. Shaw - Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19 day of May, A.D. 2015.

Debbie Gillette – County Clerk

STP Application – Eldamain Road Improvements – River Road to U.S. Route 34

Member Koukol made a motion to approve the resolution supporting the STP Application to Kane/Kendall Council of Mayors for construction funding of the Eldamain Road improvement from River Road to U.S. Route 34. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Resolution No. 15-29

A Resolution Supporting Funding for Construction of Eldamain Rd. from River Rd. to Rte. 34

WHEREAS, the Kendall County Board continues to support the safety and mobility of the residents of Kendall County, and the Region, by promoting the proper construction and maintenance of transportation infrastructure; and

WHEREAS, Kendall County is generally deficient in transportation corridors that provide for the northerly and southerly movement of vehicular traffic through Kendall County; and
WHEREAS, Kendall County has identified the Eldamain Road Corridor as a strategic north-south corridor that ultimately provides a regional, inter-county corridor connecting Grundy, Kendall and Kane Counties; and

WHEREAS, said project is included in the Kendall County Long Range Transportation Plan, the City of Plano Comprehensive Plan, the City of Yorkville Comprehensive Plan; and is currently nearing completion of Phase II Engineering and Land Acquisition efforts; and

WHEREAS, Kendall County continues to seek funding for construction of both the entire corridor, and for discreet projects within the corridor.

NOW, THEREFORE BE IT RESOLVED, that the Kendall County Board supports the construction of that part of the Eldamain Road corridor beginning at River Road and extending northerly approximately 1.25 miles to U.S. Route 34, including the County’s application for construction funding through the Kane/Kendall Council of Mayors STP Program.

This resolution approved by the County Board of Kendall County, State of Illinois.

John A. Shaw - Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19 day of May, A.D. 2015.

Debbie Gillette – County Clerk

Facilities

Member Davidson stated that the committee did not have anything to bring forward to the board at this time.

Economic Development

Member Koukol stated that he had nothing to report, next meeting is on May 22nd and the job fair is June 19th. Members discussed the Yorkville EDC folding on December 31st and the impact it may have on the county’s EDC.

Finance

Member Purcell moved to approve the claims submitted in the amount of $697,734.19. Member Gryder seconded the motion.

**CLAIMS**

**COMBINED CLAIMS:** FCLT MGMT $71,213.71, B&Z $3,656.90, CO CLK & RCDR $425.86, ELECTION $5,727.14, ED SRV REG $5,826.42, SHRFF $33,799.76, CRRCTNS $10,965.22, MERIT $88.60, EMA $1,079.76, CRCT CT CLK $211.72, JURY COMM $805.73, CRCT CT JDG $3,752.81, CRNR $1,119.98, CMB CRT SRV $5,971.03, PUB DFNR $874.00, ST ATTY $3,728.84, TRSR $374.54, EMPLOY HLTH INS $18,125.00, OFF OF ADMIN SRV $109.50, GNRL INS & BNDG $49.00, CO BRD $340.86, TECH SRV $2,280.58, PRPTY TX SRV $13,860.00, ECON DEV $55.50, CAP IMPR FND $6,747.82, CO HWY $31,737.87, CO BRDG $94,251.68, TRANSPRT SALES TX $75,670.31, HLTH & HMN SRV $10,873.26, FRST PRSRV $11,365.97, ANML CNTRL EXPNS $995.09, EMA $1,079.76, DRG ABS EXP $659.00, HIDTA $3,144.89, CO CMSRY FND $781.23, CRT SEC FND $60.32, LAW LBRY $390.38, CRCT CT DOC STRG $250.00, CRT AUTOMA $390.85, PRBTN SRV $6,070.14, GIS $29,180.64, KAT $16,100.00, ADMIN DBT SRV $63,602.50, JAIL EXP BND DBT $144,000.00, ENG/CNSLTNG ESCRW $2,129.17, SHRFF FTA FND $2,380.42, CRTHS REN $100.00, ANML POP CONTRL $435.00, VAC $1,988.19, FP BND PRDCS $4,487.00

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that they discussed making offers of tax abatements to businesses that expand.

Member Flowers was excused at 10:40am.

Labor & Grievance

No report, minutes are in the packet from the May 4, 2015 meeting.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the May 14, 2015 meeting.

STANDING COMMITTEE MINUTES APPROVAL
Member Gryder moved to approve all of the Standing Committee Minutes and Reports. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

**BREAK**

**RECONVENE**

**SPECIAL COMMITTEE REPORTS**

**Public Building Commission**

Member Wehrli stated that they are in the process of starting to shut the Public Building Commission down. They have one more bond payment left.

**VAC**

Member Wehrli stated that they did not have a meeting.

**Historic Preservation**

Member Gryder informed the board that the chairman presented the plaque for the first designation in the county.

**Board of Health**

Member Wehrli said they are meeting May 19, 2015.

**Juvenile Justice**

Member Gilmour reported that the next meeting is in August.

**CHAIRMAN’S REPORT**

**Appointments**

Jeff Wehrli – Historic Preservation Commission – 3 year term – Expires May 2018
Ken Donart – Historic Preservation Commission – 3 year term – Expires May 2018
Phyllis Yabsley – Bristol-Kendall Fire District Trustee – 3 year term – Expires May 2018
Gary Schlapp – Bristol-Kendall Fire District Trustee – 3 year term – Expires April 2018
Gerald Anderson – Little Rock-Fox Fire District Trustee – 3 year term – Expires April 2018
Donald Brummel, Faxon Rd, Plano – Rob Roy Drainage District – 3 year term – Expires May 2018

Member Purcell moved to approve all of the appointment as presented. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Announcements**

Joseph W Gruber III – Board of Health – 3 year term – Expires July 2018
Brian Johnson – River Valley Workforce Investment Board – 2 year term – Expires September 2017
Chris Mehochko – River Valley Workforce Investment Board – 2 year term – Expires September 2017
John A Shaw – Administration HR Committee – replacing Elizabeth Flowers
Albert Alfaro – Raymond Drainage District – 3 year term – Expires June 2018
Jason Brummel – Raymond Drainage District – 3 year term – Expires June 2018
Jim Porter –Rob Roy Drainage District – 3 year term – Expires June 2018
Eric Schoeny (Re-appointment) – Yorkville Sanitary District – 3 year term – Expires June 2018
Gary Popp – Tax Board of Review – 2 year term – Expires June 2017
Larry Larson – Newark Fire District – 3 year term – Expires April 2018
Dan Koukol – Farmland Protection Commission – (expires December 2015)

**QUESTIONS FROM THE PRESS**

Steve Lord from the Beacon News asked if the audio and video for the Forest Preserve meeting can be available online.

**ADJOURNMENT**
Member Gryder moved to adjourn the County Board Meeting until the next scheduled meeting. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Approved and submitted this 20th day of May, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
ORDINANCE NUMBER __________

KENDALL COUNTY
PREVAILING WAGE ORDINANCE

Whereas, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works”, approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

Whereas, the aforesaid Act requires that the County of Kendall, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality, as defined by the Act, of Kendall County employed in performing construction of public works, for said Kendall County, Illinois; and

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1

To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the County of Kendall, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as determined by the Department of Labor of the State of Illinois as of June 2015, a copy of that determined being attached hereto as Exhibit “A” and incorporated herein by reference. The definition of any terms appearing in this Ordinance which are also used in the aforesaid Act shall be the same as in said Act.

SECTION 2

Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Kendall County, Illinois to the extent required by the aforesaid Act.

SECTION 3

The Kendall County Clerk shall publicly post or keep available for inspection by any interested party in the Office of the Kendall County Clerk this determination of such prevailing rate of wage.

SECTION 4

The Kendall County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.
SECTION 5

The Kendall County Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION 6

The Kendall County Clerk shall cause notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the Kendall County Board and is effective.

PASSES this 16th day of June, 2015.

By: __________________________
    John A. Shaw, County Board Chair

Attest: _________________________
        Debbie Gillette, County Clerk and Recorder
# EXHIBIT A

## Kendall County Prevailing Wage for June 2015

(See explanation of column headings at bottom of wages)

<table>
<thead>
<tr>
<th>Trade Name</th>
<th>RG</th>
<th>TYP</th>
<th>C</th>
<th>Base</th>
<th>FRMAN</th>
<th>M-F &gt;8</th>
<th>OSA</th>
<th>OSH</th>
<th>H/W</th>
<th>Penn</th>
<th>Vac</th>
<th>Trng</th>
</tr>
</thead>
<tbody>
<tr>
<td>ASBESTOS ABT-GEN</td>
<td>ALL</td>
<td></td>
<td></td>
<td>38.200</td>
<td>38.700</td>
<td>1.5</td>
<td>2.0</td>
<td>13.42</td>
<td>10.48</td>
<td>0.000</td>
<td>0.500</td>
<td></td>
</tr>
<tr>
<td>ASBESTOS ABT-MEC</td>
<td>BLD</td>
<td></td>
<td></td>
<td>35.100</td>
<td>37.600</td>
<td>1.5</td>
<td>2.0</td>
<td>11.17</td>
<td>10.76</td>
<td>0.000</td>
<td>0.720</td>
<td></td>
</tr>
<tr>
<td>BOILERMAKER</td>
<td>ELD</td>
<td></td>
<td></td>
<td>45.650</td>
<td>49.760</td>
<td>2.0</td>
<td>2.0</td>
<td>6.970</td>
<td>17.81</td>
<td>0.000</td>
<td>0.400</td>
<td></td>
</tr>
<tr>
<td>BRICK MASON</td>
<td>BLD</td>
<td></td>
<td></td>
<td>42.580</td>
<td>46.840</td>
<td>1.5</td>
<td>2.0</td>
<td>9.850</td>
<td>13.60</td>
<td>0.000</td>
<td>1.030</td>
<td></td>
</tr>
<tr>
<td>CARPENTER</td>
<td>ALL</td>
<td></td>
<td></td>
<td>42.520</td>
<td>44.520</td>
<td>1.5</td>
<td>2.0</td>
<td>13.29</td>
<td>12.76</td>
<td>0.000</td>
<td>0.630</td>
<td></td>
</tr>
<tr>
<td>CEMENT MASON</td>
<td>ALL</td>
<td></td>
<td></td>
<td>42.900</td>
<td>44.900</td>
<td>2.0</td>
<td>2.0</td>
<td>13.42</td>
<td>12.76</td>
<td>0.000</td>
<td>0.500</td>
<td></td>
</tr>
<tr>
<td>CERAMIC TILE FNSHER</td>
<td>BLD</td>
<td></td>
<td></td>
<td>35.810</td>
<td>0.000</td>
<td>1.5</td>
<td>2.0</td>
<td>10.55</td>
<td>8.440</td>
<td>0.000</td>
<td>0.710</td>
<td></td>
</tr>
<tr>
<td>COMMUNICATION TBCH BLD</td>
<td>BLD</td>
<td></td>
<td></td>
<td>38.620</td>
<td>40.720</td>
<td>1.5</td>
<td>2.0</td>
<td>10.19</td>
<td>10.81</td>
<td>0.000</td>
<td>1.350</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR EQMT OP ALL</td>
<td>ALL</td>
<td></td>
<td></td>
<td>37.890</td>
<td>51.480</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>11.75</td>
<td>0.000</td>
<td>0.380</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR EQMT OP HWY</td>
<td>ELD</td>
<td></td>
<td></td>
<td>39.220</td>
<td>53.290</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>12.17</td>
<td>0.000</td>
<td>0.390</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR GRNDMAN ALL</td>
<td>ALL</td>
<td></td>
<td></td>
<td>29.300</td>
<td>51.480</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>9.400</td>
<td>0.000</td>
<td>0.290</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR GRNDMAN HWY</td>
<td>ELD</td>
<td></td>
<td></td>
<td>30.330</td>
<td>53.290</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>9.400</td>
<td>0.000</td>
<td>0.300</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR LINEMAN ALL</td>
<td>ALL</td>
<td></td>
<td></td>
<td>45.360</td>
<td>51.480</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>14.06</td>
<td>0.000</td>
<td>0.450</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR LINEMAN HWY</td>
<td>ELD</td>
<td></td>
<td></td>
<td>46.950</td>
<td>53.290</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>14.56</td>
<td>0.000</td>
<td>0.470</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR TRK DRV ALL</td>
<td>ALL</td>
<td></td>
<td></td>
<td>30.340</td>
<td>51.480</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>9.460</td>
<td>0.000</td>
<td>0.300</td>
<td></td>
</tr>
<tr>
<td>ELECTRIC PWR TRK DRV HWY</td>
<td>ELD</td>
<td></td>
<td></td>
<td>31.400</td>
<td>53.290</td>
<td>1.5</td>
<td>2.0</td>
<td>5.000</td>
<td>9.730</td>
<td>0.000</td>
<td>0.310</td>
<td></td>
</tr>
<tr>
<td>ELECTRICIAN</td>
<td>ELD</td>
<td></td>
<td></td>
<td>45.950</td>
<td>50.550</td>
<td>1.5</td>
<td>2.0</td>
<td>10.57</td>
<td>12.87</td>
<td>4.060</td>
<td>0.600</td>
<td></td>
</tr>
<tr>
<td>ELEVATOR CONSTRUCTOR BLD</td>
<td>BLD</td>
<td></td>
<td></td>
<td>50.800</td>
<td>57.150</td>
<td>2.0</td>
<td>2.0</td>
<td>13.37</td>
<td>14.21</td>
<td>4.060</td>
<td>0.600</td>
<td></td>
</tr>
<tr>
<td>FENCE ERECTER</td>
<td>ALL</td>
<td></td>
<td></td>
<td>45.060</td>
<td>48.860</td>
<td>2.0</td>
<td>2.0</td>
<td>10.52</td>
<td>13.08</td>
<td>0.000</td>
<td>0.400</td>
<td></td>
</tr>
<tr>
<td>GLAZIER</td>
<td>ELD</td>
<td></td>
<td></td>
<td>40.000</td>
<td>41.500</td>
<td>1.5</td>
<td>2.0</td>
<td>12.49</td>
<td>15.99</td>
<td>0.000</td>
<td>0.940</td>
<td></td>
</tr>
<tr>
<td>HT/FROST INSULATOR BLD</td>
<td>BLD</td>
<td></td>
<td></td>
<td>48.450</td>
<td>50.950</td>
<td>1.5</td>
<td>2.0</td>
<td>11.47</td>
<td>12.16</td>
<td>0.000</td>
<td>0.720</td>
<td></td>
</tr>
<tr>
<td>IRON WORKER</td>
<td>ALL</td>
<td></td>
<td></td>
<td>45.060</td>
<td>48.660</td>
<td>2.0</td>
<td>2.0</td>
<td>10.52</td>
<td>18.81</td>
<td>0.000</td>
<td>0.400</td>
<td></td>
</tr>
<tr>
<td>LABORER</td>
<td>ALL</td>
<td></td>
<td></td>
<td>38.000</td>
<td>38.750</td>
<td>1.5</td>
<td>2.0</td>
<td>13.42</td>
<td>10.48</td>
<td>0.000</td>
<td>0.500</td>
<td></td>
</tr>
<tr>
<td>LATHER</td>
<td>ALL</td>
<td></td>
<td></td>
<td>42.520</td>
<td>44.520</td>
<td>1.5</td>
<td>2.0</td>
<td>13.29</td>
<td>12.76</td>
<td>0.000</td>
<td>0.630</td>
<td></td>
</tr>
<tr>
<td>MACHINIST</td>
<td>ELD</td>
<td></td>
<td></td>
<td>44.350</td>
<td>46.850</td>
<td>1.5</td>
<td>2.0</td>
<td>6.760</td>
<td>8.950</td>
<td>1.850</td>
<td>0.000</td>
<td></td>
</tr>
<tr>
<td>MARBLE FINISHERS</td>
<td>ALL</td>
<td></td>
<td></td>
<td>31.400</td>
<td>32.970</td>
<td>1.5</td>
<td>2.0</td>
<td>9.850</td>
<td>13.10</td>
<td>0.000</td>
<td>0.600</td>
<td></td>
</tr>
<tr>
<td>MARBLE MASON</td>
<td>BLD</td>
<td></td>
<td></td>
<td>41.780</td>
<td>45.960</td>
<td>1.5</td>
<td>2.0</td>
<td>9.850</td>
<td>13.42</td>
<td>0.000</td>
<td>0.760</td>
<td></td>
</tr>
<tr>
<td>MATERIAL TESTER I</td>
<td>ALL</td>
<td></td>
<td></td>
<td>28.000</td>
<td>0.000</td>
<td>1.5</td>
<td>2.0</td>
<td>13.42</td>
<td>10.48</td>
<td>0.000</td>
<td>0.500</td>
<td></td>
</tr>
<tr>
<td>MATERIALS TESTER II</td>
<td>ALL</td>
<td></td>
<td></td>
<td>33.000</td>
<td>0.000</td>
<td>1.5</td>
<td>2.0</td>
<td>13.42</td>
<td>10.48</td>
<td>0.000</td>
<td>0.500</td>
<td></td>
</tr>
<tr>
<td>MILLWRIGHT</td>
<td>ALL</td>
<td></td>
<td></td>
<td>42.520</td>
<td>44.520</td>
<td>1.5</td>
<td>2.0</td>
<td>13.29</td>
<td>12.76</td>
<td>0.000</td>
<td>0.630</td>
<td></td>
</tr>
<tr>
<td>OPERATING ENGINEER</td>
<td>BLD</td>
<td></td>
<td></td>
<td>47.100</td>
<td>51.100</td>
<td>2.0</td>
<td>2.0</td>
<td>17.10</td>
<td>11.80</td>
<td>1.900</td>
<td>1.250</td>
<td></td>
</tr>
<tr>
<td>Occupation</td>
<td>Location</td>
<td>Pay Rates</td>
<td>Hours</td>
<td>Overtime</td>
<td>Holiday Pay</td>
<td>Health Insurance</td>
<td>Retirement Plan</td>
<td>Vacation</td>
<td>Sick Leave</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>----------</td>
<td>-----------</td>
<td>-------</td>
<td>----------</td>
<td>-------------</td>
<td>------------------</td>
<td>----------------</td>
<td>----------</td>
<td>------------</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 2</td>
<td>45.800 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 3</td>
<td>43.250 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 4</td>
<td>41.500 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 5</td>
<td>50.000 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 6</td>
<td>48.100 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>BLD 7</td>
<td>50.000 51.100</td>
<td>2.0</td>
<td>2.0 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>FLT</td>
<td>35.000 35.000</td>
<td>1.5</td>
<td>1.5 16.60 11.05 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 1</td>
<td>45.300 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 2</td>
<td>44.750 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 3</td>
<td>42.700 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 4</td>
<td>41.300 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 5</td>
<td>40.100 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 6</td>
<td>48.300 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Operating Engineer</td>
<td>HWY 7</td>
<td>46.300 49.300</td>
<td>1.5</td>
<td>1.5 17.10 11.80 1.900 1.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Ornamental Iron Worker</td>
<td>ALL</td>
<td>45.060 48.660</td>
<td>2.0</td>
<td>2.0 10.52 18.81 0.000 0.400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter</td>
<td>ALL</td>
<td>41.730 43.730</td>
<td>1.5</td>
<td>1.5 10.30 8.200 0.000 1.350</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Painter Signs</td>
<td>BLD</td>
<td>33.920 36.090</td>
<td>1.5</td>
<td>1.5 2.600 2.710 0.000 0.000</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Piledriver</td>
<td>ALL</td>
<td>42.520 44.520</td>
<td>1.5</td>
<td>1.5 13.29 12.76 0.000 0.630</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumber</td>
<td>ALL</td>
<td>46.000 49.000</td>
<td>1.5</td>
<td>1.5 9.000 15.85 0.000 1.780</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Plumber</td>
<td>ALL</td>
<td>46.650 48.650</td>
<td>1.5</td>
<td>1.5 13.18 11.46 0.000 0.880</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Roofer</td>
<td>ALL</td>
<td>40.100 43.100</td>
<td>1.5</td>
<td>1.5 8.200 10.54 0.000 0.530</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sheetmetal Worker</td>
<td>ALL</td>
<td>44.000 46.000</td>
<td>1.5</td>
<td>1.5 10.65 13.06 0.000 0.820</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sprinkler Fitter</td>
<td>ALL</td>
<td>49.200 51.200</td>
<td>1.5</td>
<td>1.5 11.75 9.650 0.000 0.550</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Steel Erector</td>
<td>ALL</td>
<td>45.060 48.660</td>
<td>2.0</td>
<td>2.0 10.52 18.81 0.000 0.400</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Stone Mason</td>
<td>ALL</td>
<td>42.580 46.840</td>
<td>1.5</td>
<td>1.5 9.850 13.60 0.000 1.030</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Survey Worker</td>
<td>ALL</td>
<td>37.000 37.750</td>
<td>1.5</td>
<td>1.5 12.97 9.930 0.000 0.500</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrazzo Finisher</td>
<td>BLD</td>
<td>37.040 0.000</td>
<td>1.5</td>
<td>1.5 10.55 10.32 0.000 0.620</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Terrazzo Mason</td>
<td>BLD</td>
<td>40.880 43.880</td>
<td>1.5</td>
<td>1.5 10.55 11.63 0.000 0.820</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Tile Mason</td>
<td>BLD</td>
<td>42.840 46.840</td>
<td>1.5</td>
<td>1.5 10.55 10.42 0.000 0.920</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td>ALL 1</td>
<td>35.650 36.200</td>
<td>1.5</td>
<td>1.5 7.250 6.319 0.000 0.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td>ALL 2</td>
<td>35.800 36.200</td>
<td>1.5</td>
<td>1.5 7.250 6.319 0.000 0.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td>ALL 3</td>
<td>36.000 36.200</td>
<td>1.5</td>
<td>1.5 7.250 6.319 0.000 0.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Driver</td>
<td>ALL 4</td>
<td>36.200 36.200</td>
<td>1.5</td>
<td>1.5 7.250 6.319 0.000 0.250</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Truck Pointer</td>
<td>BLD</td>
<td>42.800 43.800</td>
<td>1.5</td>
<td>1.5 8.180 12.66 0.000 0.650</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Legend:  RC (Region)
TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)
C (Class)
Rate (Base Wage Rate)
FRMAN (Foreman Rate)
M-P>9 (OT required for any hour greater than 8 worked each day, Mon through Fri.)
OSH (Overtime is required for every hour worked on Saturday)
OSH (Overtime is required for every hour worked on Sunday and Holidays)
H/W (Health & Welfare Insurance)
Pensn (Pension)
Vac (Vacation)
Trng (Training)

Explanations

KENDALL COUNTY

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

EXPLANATION OF CLASSES

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

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

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

COMMUNICATIONS TECHNICIAN

Construction, installation, maintenance and removal of telecommunication facilities (voice, sound, data and video), telephone, security, and data inside wire, interconnect, terminal equipment, central offices, PBX and equipment, micro waves, V-SAT, bypass, CATV, WAN (wide area network), LAN (local area networks), and ISDN (integrated system digital network), pulling of wire in raceways, but not the installation of raceways.

MARBLE FINISHER

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

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

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

OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.


Class 7. Mechanics; Welder.
OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

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

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

Class 6. Field Mechanics and Field Welders

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

OPERATING ENGINEERS - FLOATING

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

SURVEY WORKER - Operated survey equipment including data collectors,
G.P.S. and robotic instruments, as well as conventional levels and
transits.

TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

TERRAZZO FINISHER

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

Other Classifications of Work:

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

LANDSCAPING

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

MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

<table>
<thead>
<tr>
<th><strong>U.S. Department of Justice</strong></th>
<th><strong>Detention Services</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>United States Marshals Service</strong></td>
<td><strong>Intergovernmental Agreement</strong></td>
</tr>
<tr>
<td><strong>Prisoner Operations Division</strong></td>
<td></td>
</tr>
</tbody>
</table>

## 1. Agreement Number
- 24-02-0004

## 2. Effective Date

## 3. Facility Code(s)
- 7WZ

## 4. DUNS Number
- 0065342

## 5. Issuing Federal Agency
- United States Marshals Service
- Prisoner Operations Division
- Office of Detention Services
- CS-3, 5th Floor
- Washington, DC 20530-1000

## 6. Local Government
- KENDALL COUNTY SHERIFF'S OFFICE
- 102 Cornell Lane
- Yorkville, IL 60560
- Tax ID#: 36-6006598

## 7. Appropriation Data
- 15-1020/X

## 8. Local Contact Person
- Sabrina Jennings, Commander
- Telephone: 630-553-7500; Fax: 630-553-4379
- Email: sjennings@co.kendall.il.us

## 9. Telephone: 630-553-7500; Fax: 630-553-4379
- Email: sjennings@co.kendall.il.us

## 10. Services

### Estimated Number of Federal Beds
- Male: 20
- Female: 10
- Total: 30
- $75.00

## 11. Optional Guard/Transportation Services to:
- [ ] Medical Facility
- [X] U.S. Courthouse
- [ ] JPATS
- [ ] Other

## 12. Guard/Transportation Hourly Rate:
- $35.00

## 13. Mileage shall be reimbursed by the Federal Government at the General Services Administration (GSA) Federal Travel Regulation Mileage Rate.

## 14. Local Government Certification

*To the best of my knowledge and belief, information submitted in support of this agreement is true and correct. This document has been duly authorized by the governing authorities of their applying Department or Agency State or County Government and therefore agree to comply with all provisions set forth herein this document.*

<table>
<thead>
<tr>
<th><strong>15. Signature of Person Authorized to Sign (Local)</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Signature</td>
</tr>
<tr>
<td>Dwight Baird</td>
</tr>
<tr>
<td>Print Name</td>
</tr>
<tr>
<td>Sheriff</td>
</tr>
<tr>
<td>Title Date</td>
</tr>
</tbody>
</table>

## 16. Federal Detainee Type Authorized
- [X] Adult Male
- [X] Adult Female
- [ ] Juvenile Male
- [ ] Juvenile Female

## 17. Other Authorized Agency User
- [ ] BOP
- [ ] ICE

## 18. Signature of Person Authorized to Sign (Federal)
- Signature
- Malva D. Morales
- Print Name
- Grants Specialist
- Title Date

---

*Page 1 of 14*
Agreement Number 24-02-0004

Authority ................................................................. 3
Purpose of Agreement and Security Provided .................................. 3
Period of Performance and Termination ........................................ 3
Assignment and Outsourcing of Jail Operations .............................. 4
Medical Services ...................................................................... 4
Affordable Care Act .............................................................. 5
Receiving and Discharge of Federal Detainees ................................ 6
Optional Guard/Transportation Services to Medical Facility .......... 6
Optional Guard/Transportation Services to U.S. Courthouse .......... 7
Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS) ........................................ 7
Special Notifications ................................................................ 8
Special Management Inmates and Suicide Prevention .................... 8
Prison Rape Elimination Act (PREA) ........................................... 9
Service Contract Act .................................................................. 9
Per-Diem Rate .......................................................................... 9
Billing and Financial Provisions .................................................. 10
Payment Procedures .................................................................. 11
Hold Harmless .......................................................................... 11
Disputes .................................................................................. 11
Inspection of Services ................................................................ 11
Modifications .......................................................................... 11
Litigation .................................................................................. 12
Rape Elimination Act Reporting Information .................................. 13
Authority

Pursuant to the authority of Section 119 of the Department of Justice Appropriations Act of 2001 (Public Law 106-553), this Agreement is entered into between the United States Marshals Service (hereinafter referred to as the "Federal Government") and KENDALL COUNTY SHERIFF'S OFFICE (hereinafter referred to as "Local Government"), who hereby agree as follows:

Purpose of Agreement and Security Provided

The Federal Government and the Local Government establish this Agreement that allows the United States Marshals Service (USMS) or other authorized agency user as noted in block #18 on page (1) to house Federal detainees with the Local Government at the KENDALL COUNTY SHERIFF'S OFFICE, 102 CORNELL LANE, YORKVILLE IL 60560 (hereinafter referred to as "the Facility") designated in #6 page 1.

The population(hereinafter referred to as "Federal detainees," ) will include individuals charged with Federal offenses and detained while awaiting trial, individuals who have been sentenced and are awaiting designation and transport to a Bureau of Prisons (BOP) facility, and individuals who are awaiting a hearing on their Immigration status or deportation.

The Local Government shall accept and provide for the secure custody, safekeeping, housing, subsistence and care of Federal detainees in accordance with all state and local laws, standards, regulations, policies and court orders applicable to the operation of the Facility. Detainees shall also be housed in a manner that is consistent with Federal law and the Core Detention Standards and/or any other standards required by an authorized agency whose detainees are housed by the Local Government pursuant to this Agreement (see attached).

The USMS ensures the secure custody, care, and safekeeping of USMS detainees. Accordingly, all housing or work assignments, and recreation or other activities for USMS detainees are permitted only within secure areas of the building or within the secure external recreational/exercise areas.

At all times, the Federal Government shall have access to the Facility and to the Federal detainees housed there, and to all records pertaining to this Agreement, including financial records, for a period going back three (3) years from the date of request by the Federal Government.

Period of Performance and Termination

This Agreement is effective upon the date of signature of the authorized USMS Prisoner Operations Division official, and remains in effect unless inactivated in writing by either party. Either party may terminate this Agreement for any reason with written notice at
Agreement Number 24-02-0004

least thirty (30) calendar days in advance of termination, unless an emergency situation requires the immediate relocation of Federal detainees.

Where the Local Government has received a Cooperative Agreement Program (CAP) award, the termination provisions of the CAP prevail.

**Assignment and Outsourcing of Jail Operations**

The overall management and operation of the Facility housing Federal detainees may not be contracted out without the prior express written consent of the Federal Government.

**Medical Services**

The Local Government shall provide Federal detainees with the same level and range of care inside the Facility as that provided to state and local detainees. The Local Government is financially responsible for all medical care provided inside the Facility to Federal detainees. This includes the cost of all medical, dental, and mental health care as well as the cost of medical supplies, over-the-counter medications and, any prescription medications routinely stocked by the Facility which are provided to Federal detainees. When possible, generic medications should be prescribed. The cost of all of the above-referenced medical care is covered by the Federal per diem rate. However, for specialized medical services not routinely provided within the Facility, such as dialysis, the Federal Government will pay for the cost of that service.

The Federal Government is financially responsible for all medical care provided outside the Facility to Federal detainees. The Federal Government must be billed directly by outside medical care providers pursuant to arrangements made by the Local Government for outside medical care. The Local Government should utilize outside medical care providers that are covered by the USMS's National Managed Care Contract (NMCC) to reduce the costs and administrative workload associated with these medical services. The Local Government can obtain information about NMCC covered providers from the local USMS District Office. The Federal Government will be billed directly by the medical care provider not the Local Government. To ensure that Medicare rates are properly applied, medical claims for Federal detainees must be on Centers for Medicare and Medicaid (CMS) Forms so that they can be re-priced to Medicare rates in accordance with the provisions of Title 18 U.S.C. Section 4006. If the Local Government receives any bills for medical care provided to Federal detainees outside the Facility, the Local Government should immediately forward those bills to the Federal Government for processing.

All outside medical care provided to Federal detainees must be pre-approved by the Federal Government except in a medical emergency. In the event of an emergency, the Local Government shall proceed immediately with necessary medical treatment. In such
an event, the Local Government shall notify the Federal Government immediately regarding the nature of the Federal detainee's illness or injury as well as the types of treatment provided.

Medical care for Federal detainees shall be provided by the Local Government in accordance with the provisions of USMS, Publication 100-Prisoner Health Care Standards (www.usmarshals.gov/prisoner/standards.htm) and in compliance with the Core Detention Standards or those standards which may be required by any other authorized agency user. The Local Government is responsible for all associated medical record keeping.

The Facility shall have in place an adequate infectious disease control program which includes testing of all Federal detainees for Tuberculosis (TB) within 14 days of intake.

TB testing shall be accomplished in accordance with the latest Centers for Disease Control (CDC) Guidelines and the result promptly documented in the Federal detainee's medical record. Special requests for expedited TB testing and clearance (to include time sensitive moves) will be accomplished through advance coordination by the Federal Government and Local Government.

The Local Government shall immediately notify the Federal Government of any cases of suspected or active TB or any other highly communicable diseases such as Severe Acute Respiratory Syndrome (SARS), Avian Flu, Methicillin-Resistant Staphylococcus Aureus (MRSA), Chicken Pox, etc., which might affect scheduled transports or productions so that protective measures can be taken by the Federal Government.

When a Federal detainee is being transferred and/or released from the Facility, they will be provided with seven (7) days of prescription medication which will be dispensed from the Facility. Medical records and the USM-553 must travel with the Federal detainee. If the records are maintained at a medical contractor's facility, it is the Local Government's responsibility to obtain them before a Federal detainee is moved.

Federal detainees may be charged a medical co-payment by the Local Government in accordance with the provisions of Title 18, USC Section 4013(d). The Federal Government is not responsible for medical co-payments and cannot be billed for these costs even for indigent Federal detainees.

**Affordable Care Act**

The Local Government shall provide Federal detainees, upon release of custody, information regarding the Affordable Care Act. The Affordable Care Act website is located at http://www.hhs.gov/opa/affordable-care-act/.
Receiving and Discharge of Federal Detainees

The Local Government agrees to accept Federal detainees only upon presentation by a law enforcement officer of the Federal Government or a USMS designee with proper agency credentials.

The Local Government shall not relocate a Federal detainee from one facility under its control to another facility not described in this Agreement without permission of the Federal Government. Additional facilities within the same Agreement shall be identified in a modification.

The Local Government agrees to release Federal detainees only to law enforcement officers of the authorized Federal Government agency initially committing the Federal detainee (i.e., Drug Enforcement Administration (DEA), Immigration and Customs Enforcement (ICE), etc.) or to a Deputy United States Marshal (DUSM) or USMS designee with proper agency credentials. Those Federal detainees who are remanded to custody by a DUSM may only be released to a DUSM or an agent specified by the DUSM of the Judicial District.

USMS Federal detainees sought for a state or local court proceeding must be acquired through a Writ of Habeas Corpus or the Interstate Agreement on Detainers and then only with the concurrence of the jurisdictional United States Marshal (USM).

Optional Guard/Transportation Services to Medical Facility

If Medical Facility in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at the Facility to and from a medical facility for outpatient care, and transportation and stationary guard services for Federal detainees admitted to a medical facility.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel. Criteria as specified by the County Entity running the facility. In all cases these are part of a fulltime Law Enforcement Officer (LEO) or Correctional Officer (CO) that have met the minimum training requirements.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirement for security, prisoner monitoring, visitation, and contraband control.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.
Optional Guard/Transportation Services to U.S. Courthouse

If U.S. Courthouse in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the U.S. Courthouse.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.

Upon arrival at the courthouse, the Local Government’s transportation and escort guard will turn Federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport Federal detainees to any U.S. Courthouse without a specific request from the USM or their designee who will provide the detainee’s name, the U.S. Courthouse, and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation unless otherwise authorized by the USMS.

If an hourly rate for these services have been agreed upon to reimburse the Local Government, it will be stipulated in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Optional Guard/Transportation Services to Justice Prisoner & Alien Transportation System (JPATS)

If JPATS in block #13 on page one (1) of this Agreement is checked, the Local Government agrees, subject to the availability of its personnel, to provide transportation and escort guard services for Federal detainees housed at its facility to and from the JPATS.

These services should be performed by at least two (2) armed qualified law enforcement or correctional officer personnel.

The Local Government agrees to augment this security escort if requested by the USM to enhance specific requirements for security, detainee monitoring, and contraband control.
Agreement Number 24-02-0004

Upon arrival at JPATS, the Local Government’s transportation and escort guards will turn federal detainees over to a DUSM only upon presentation by the deputy of proper law enforcement credentials.

The Local Government will not transport federal detainees to the airlift without a specific request from the USM who will provide the detainee’s name, location (district), and the date the detainee is to be transported.

Each detainee will be restrained in handcuffs, waist chains, and leg irons during transportation.

If an hourly rate for these services has been agreed upon to reimburse the Local Government, it will be stipulated on in block #14 on page one (1) of this Agreement. After thirty-six (36) months, if a rate adjustment is desired, the Local Government shall submit a request. Mileage shall be reimbursed in accordance with the current GSA mileage rate.

Special Notifications

The Local Government shall notify the Federal Government of any activity by a Federal detainee which would likely result in litigation or alleged criminal activity.

The Local Government shall immediately notify the Federal Government of an escape of a Federal detainee. The Local Government shall use all reasonable means to apprehend the escaped Federal detainee and all reasonable costs in connection therewith shall be borne by the Local Government. The Federal Government shall have primary responsibility and authority to direct the pursuit and capture of such escaped Federal detainees. Additionally, the Local Government shall notify the Federal Government as soon as possible when a Federal detainee is involved in an attempted escape or conspiracy to escape from the Facility.

In the event of the death or assault or a medical emergency of a Federal detainee, the Local Government shall immediately notify the Federal Government.

Special Management Inmates and Suicide Prevention

The Local Government shall have written policy, procedure, and practice require that all special management inmates are personally observed by a correctional officer twice per hour, but no more than 40 minutes apart, on an irregular schedule. Inmates who are violent or mentally disordered or who demonstrate unusual or bizarre behavior receive more frequent observation; suicidal inmates are under constant observation.
The Local Government shall have a comprehensive suicide-prevention program in place incorporating all aspects of identification, assessment, evaluation, treatment, preventive intervention, and annual training of all medical, mental health, and correctional staff.

**Prison Rape Elimination Act (PREA)**

The Facility must post the Prison Rape Elimination Act brochure/bulletin in each housing unit of the Facility. The Facility must abide by all relevant PREA regulations.

**Service Contract Act**

This Agreement incorporates the following clause by reference, with the same force and effect as if it was given in full text. Upon request, the full text will be made available. The full text of this provision may be accessed electronically at this address: [http://www.dol.gov/oasam/regs/statutes/251.htm](http://www.dol.gov/oasam/regs/statutes/251.htm).

Federal Acquisition Regulation Clause(s):

52.222-41 Service Contract Act of 1965, as Amended (July 2005)

52.222-42 Statement of Equivalent Rates for Federal Hires (May 1989)


The current Local Government wage rates shall be the prevailing wages unless notified by the Federal Government.

If the Department of Labor Wage Determination block #13b on page one (1) of this Agreement is checked, the Local Government agrees, in accordance with FAR PART 52.222.43 (f), must notify the Federal Government of any increase or decrease in applicable wages and fringe benefits claimed under this clause within 30 days after receiving a new wage determination.

**Per-Diem Rate**

The Federal Government will use various price analysis techniques and procedures to ensure the per-diem rate established by this Agreement is considered a fair and reasonable price. Examples of such techniques include, but are not limited to, the following:

1. Comparison of the requested per-diem rate with the independent Federal Government estimate for detention services, otherwise known as the Core Rate;
Agreement Number 24-02-0004

2. Comparison with per-diem rates at other state or local facilities of similar size and economic conditions;

3. Comparison of previously proposed prices and previous Federal Government and commercial contract prices with current proposed prices for the same or similar items;

4. Evaluation of the provided jail operating expense information;

The firm-fixed per-diem rate for services is stipulated in block #12 on page (1) of this agreement, and shall not be subject to adjustment on the basis of KENDALL COUNTY SHERIFF'S OFFICE's actual cost experience in providing the service. The per-diem rate shall be fixed for a period from the effective date of this Agreement forward for thirty-six (36) months. The per-diem rate covers the support of one Federal detainee per "Federal detainee day", which shall include the day of arrival, but not the day of departure.

After thirty-six (36) months, if a per-diem rate adjustment is desired, the Local Government shall submit a request through the Office of the Federal Detention Trustee's (OFDT) electronic Intergovernmental Agreements (eIGA) area of the Detention Services Network (DSNetwork). All information pertaining to the Facility on the DSNetwork will be required before a new per-diem rate will be considered.


The Local Government shall prepare and submit for certification and payment, original and separate invoices each month to each Federal Government component responsible for Federal detainees housed at the Facility.

Addresses for the components are:

United States Marshals Service
Northern District of Illinois
219 S. Dearborn Street, Suite 2444
Chicago, IL 60604
(312)353-5290

To constitute a proper monthly invoice, the name and address of the Facility, the name of each Federal detainee, their specific dates of confinement, the total days to be paid, the appropriate per diem rate as approved in the Agreement, and the total amount billed (total days multiplied by the per-diem rate per day) shall be listed, along with the name, title, complete address, and telephone number of the Local Government official responsible for invoice preparation. Additional services provided, such as transportation and guard services, shall be listed separately and itemized.
Agreement Number 24-02-0004

Nothing contained herein shall be construed to obligate the Federal Government to any expenditure or obligation of funds in excess of, or in advance of, appropriations in accordance with the Anti-Deficiency Act, 31 U.S.C. 1341.

Payment Procedures

The Federal Government will make payments to the Local Government at the address listed in block #6 on page one (1) of this Agreement, on a monthly basis, promptly, after receipt of an appropriate invoice.

Hold Harmless

It is understood and agreed that the Local Government shall fully defend, indemnify, and hold harmless the United States of America, its officers, employees, agents, and servants, individually and officially, for any and all liability caused by any act of any member of the Local Government or anyone else arising out of the use, operation, or handling of any property (to include any vehicle, equipment, and supplies) furnished to the Local Government in which legal ownership is retained by the United States of America, and to pay all claims, damages, judgments, legal costs, adjuster fees, and attorney fees related thereto. The Local Government will be solely responsible for all maintenance, storage, and other expenses related to the care and responsibility for all property furnished to the Local Government.

Disputes

Disputes, questions, or concerns pertaining to this Agreement will be resolved between appropriate officials of each party. Both the parties agree that they will use their best efforts to resolve the dispute in an informal fashion through consultation and communication, or other forms of non-binding alternative dispute resolution mutually acceptable to the parties.

Inspection of Services

Inspection standards for detainees may differ among authorized agency users. The Local Government agrees to allow periodic inspections by Federal Government inspectors, to include approved Federal contractors, in accordance with the Core Detention Standards required by any or all of the Federal authorized agency users whose detainees may be housed pursuant to this Agreement. Findings of the inspections will be shared with the Facility administrator in order to promote improvements to Facility operations, conditions of confinement, and levels of services.

Modifications
Agreement Number 24-02-0004

For all modifications except for full or partial terminations, either party may initiate a request for modification to this Agreement in writing. All modifications negotiated will be effective only upon written approval of both parties.

**Litigation**

The Federal Government shall be notified, in writing, of all litigation pertaining to this Agreement and provided copies of any pleadings filed or said litigation within five (5) working days of the filing.

The Local Government shall cooperate with the Federal Government legal staff and/or the United States Attorney regarding any requests pertaining to Federal Government or Local Government litigation.
Rape Elimination Act Reporting Information

SEXUAL ASSAULT AWARENESS
This document is required to be posted in each Housing Unit Bulletin Board at all Contract Detention Facilities. This document may be used and adapted by Intergovernmental Service Agreement Providers.

While detained by the Department of Justice, United States Marshals Service, you have a right to be safe and free from sexual harassment and sexual assaults.

Definitions

A. Detainee-on-Detainee Sexual Abuse/Assault
One or more detainees engaging in or attempting to engage in a sexual act with another detainee or the use of threats, intimidation, inappropriate touching or other actions and communications by one or more detainees aimed at coercing and/or pressuring another detainee to engage in a sexual act.

B. Staff-on-Detainee Sexual Abuse/Assault
Staff member engaging in, or attempting to engage in a sexual act with any detainee or the intentional touching of a detainee's genitalia, anus, groin, breast, inner thigh, or buttocks with the intent to abuse, humiliate, harass, degrade, abuse, or gratify the sexual desires of any person. Sexual abuse/assault of detainees by staff or other detainees is an inappropriate use of power and is prohibited by DOJ policy and the law.

C. Staff Sexual Misconduct is:
Sexual behavior between a staff member and detainee which can include, but is not limited to indecent, profane or abusive language or gestures and inappropriate visual surveillance of detainees.

Prohibited Acts
A detainee, who engages in inappropriate sexual behavior with or directs it at others, can be charged with the following Prohibited Acts under the Detainee Disciplinary Policy:

- Using Abusive or Obscene Language
- Sexual Assault
- Making a Sexual Proposal
- Indecent Exposure
- Engaging in Sex Act

Detention as a Safe Environment
While you are detained, no one has the right to pressure you to engage in sexual acts or engage in unwanted sexual behavior regardless of your age, size, race, or ethnicity. Regardless of your sexual orientation, you have the right to be safe from unwanted sexual advances and acts.

Confidentiality
Information concerning the identity of a detainee victim reporting a sexual assault, and the facts of the report itself, shall be limited to those who have the need to know in order to make decisions concerning the detainee-victim’s welfare and for law enforcement investigative purposes.

Report All Assaults!
If you become a victim of a sexual assault, you should report it immediately to any staff person you trust, to include housing officers, chaplains, medical staff, supervisors or Deputy U.S. Marshals. Staff members keep the reported information confidential and only discuss it with the appropriate officials on a need to know basis. If you are not comfortable reporting the assault to staff, you have other options:

Page 13 of 14
Local Government (Initial): ______
Federal Government (Initial): ______
Agreement Number 24-02-0004

Write a letter reporting the sexual misconduct to the person in charge of the United States Marshal. To ensure confidentiality, use special legal mail procedures.

File an Emergency Detainee Grievance - If you decide your complaint is too sensitive to file with the Officer in Charge, you can file your Grievance directly with the Field Office Director. You can get the forms from your housing unit officer, or a facility supervisor.

Write to the Office of Inspector General (OIG), which investigates allegations of staff misconduct. The address is: Office of Inspector General, U.S. Department of Justice, 950 Pennsylvania Ave. Room 4-706, Washington, DC 20530. Call at no expense to you, the Office of Inspector General (OIG). The phone number is 1-800-600-4499.

Individuals who sexually abuse or assault detainees can only be disciplined or prosecuted if the abuse is reported.

A publication of the Office of the Federal Detention Trustee
Washington, DC

Published February 2008
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue 5/1/15-5/31/15</th>
<th>Revenue 5/1/14-5/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 722.00</td>
<td>$ 676.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,620.00</td>
<td>$ 1,380.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ -</td>
<td>$ -</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 2,072.00</td>
<td>$ 1,448.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 24,070.00</td>
<td>$ 23,083.00</td>
<td></td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$ 28,484.00</td>
<td>$ 26,597.00</td>
<td></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$ 36,862.50</td>
<td>$ 30,843.25</td>
<td></td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$ 14,823.00</td>
<td>$ 14,179.00</td>
<td></td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$ 24,941.00</td>
<td>$ 23,944.00</td>
<td></td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$ 3,113.00</td>
<td>$ 2,990.00</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$ 23.83</td>
<td>$ 39.89</td>
<td></td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$ 1,399.60</td>
<td>$ 5,841.36</td>
<td></td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$ 12,996.00</td>
<td>$ 12,168.00</td>
<td></td>
</tr>
</tbody>
</table>

CK # 17809 To KC Treasurer $ 122,642.93 $ 116,602.50

Death Certificate Surcharge sent from Clerk's office $752.00 ck # 17808
Dom Viol Fund sent from Clerk's office $270.00 ck 17807
# Kendall County General Fund

**Quick Analysis of Major Revenues and Total Expenditures**

For Six Months Ended 05/31/2015

## Revenues*

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$269,749</td>
<td>72.91%</td>
<td>$254,009</td>
<td>69.59%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,160,757</td>
<td>48.57%</td>
<td>$1,130,304</td>
<td>46.90%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$267,853</td>
<td>59.52%</td>
<td>$225,375</td>
<td>57.08%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$452,052</td>
<td>54.79%</td>
<td>$433,887</td>
<td>48.21%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$168,046</td>
<td>46.94%</td>
<td>$152,634</td>
<td>33.77%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$480,927</td>
<td>50.62%</td>
<td>$460,853</td>
<td>42.44%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/ST Atty.</td>
<td>$500,000</td>
<td>$240,918</td>
<td>48.18%</td>
<td>$235,287</td>
<td>45.25%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$26,527</td>
<td>48.23%</td>
<td>$25,716</td>
<td>64.29%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$8,551</td>
<td>28.50%</td>
<td>$7,767</td>
<td>22.19%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$553,646</td>
<td>49.68%</td>
<td>$576,834</td>
<td>51.87%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,342,808</td>
<td>52.15%</td>
<td>$1,245,559</td>
<td>50.63%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$157,022</td>
<td>62.81%</td>
<td>$139,499</td>
<td>42.27%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$389,720</td>
<td>43.30%</td>
<td>$436,540</td>
<td>51.36%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$166,838</td>
<td>29.02%</td>
<td>$237,711</td>
<td>46.57%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$5,686,415</strong></td>
<td><strong>50.13%</strong></td>
<td><strong>$5,587,973</strong></td>
<td><strong>47.92%</strong></td>
</tr>
</tbody>
</table>

## Expenditures

**All General Fund Offices/Categories**

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$2,369,609</td>
<td>55.11%</td>
<td>$2,197,719</td>
<td>51.11%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$2,369,609</td>
<td>55.11%</td>
<td>$2,163,313</td>
<td>50.77%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 50.00%
### KENDALL COUNTY CORONER

**May FY 2015 Monthly Report**

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Friday, May 01, 2015</td>
<td>1505106</td>
<td>11:44 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, May 05, 2015</td>
<td>1505107</td>
<td>12:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, May 05, 2015</td>
<td>1505108</td>
<td>12:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, May 06, 2015</td>
<td>1505109*</td>
<td>9:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, May 06, 2015</td>
<td>1505110</td>
<td>3:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 09, 2015</td>
<td>1505111*</td>
<td>10:30 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, May 08, 2015</td>
<td>1505112*</td>
<td>8:11 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 10, 2015</td>
<td>1505113*</td>
<td>11:37 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 10, 2015</td>
<td>1505114*</td>
<td>2:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 09, 2015</td>
<td>1505115*</td>
<td>4:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, May 12, 2015</td>
<td>1505116*</td>
<td>8:53 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, May 13, 2015</td>
<td>1505117</td>
<td>2:55 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, May 14, 2015</td>
<td>1505118</td>
<td>9:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, May 15, 2015</td>
<td>1505119*</td>
<td>8:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 16, 2015</td>
<td>1505120*</td>
<td>4:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 17, 2015</td>
<td>1505121*</td>
<td>1:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 17, 2015</td>
<td>1505122*</td>
<td>11:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, May 18, 2015</td>
<td>1505123*</td>
<td>8:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, May 20, 2015</td>
<td>1505124*</td>
<td>10:19 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, May 21, 2015</td>
<td>1505125*</td>
<td>3:05 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Sunday, May 17, 2015</td>
<td>1505126*</td>
<td>12:52 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, May 22, 2015</td>
<td>1505127*</td>
<td>1:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Friday, May 22, 2015</td>
<td>1505128</td>
<td>9:30 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 23, 2015</td>
<td>1505129*</td>
<td>5:30 PM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 24, 2015</td>
<td>1505130*</td>
<td>4:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, May 29, 2015</td>
<td>1505131*</td>
<td>8:09 PM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Restaurant</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 73% 18:26

### Statistics:

**FY 2015 Statistics**

<table>
<thead>
<tr>
<th></th>
<th>Same Period In FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Deaths</td>
<td>131</td>
<td>136</td>
</tr>
<tr>
<td>Autopsies to Date</td>
<td>11</td>
<td>6</td>
</tr>
<tr>
<td>Toxicology Samples</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>Cremation Permits</td>
<td>77</td>
<td>88</td>
</tr>
</tbody>
</table>

### Coroner's Office Personnel Update:

* Deputy Purcell presented for IVVC Health Occupations AM & PM Class on May 4

* Deputy Purcell presented for Operation Impact at Oswego High School on May 5

* Deputy Purcell presented at the STEAM Expo at Yorkville High School for 'Careers in Science' on May 14

* Deputy Purcell provided morgue tours for IVCC Health Careers II and Sports Medicine on May 27

* Deputy Purcell presented at Operation Parent Impact at Yorkville High School on May 28
<table>
<thead>
<tr>
<th>Category</th>
<th>FY 2015</th>
<th>FY 2014</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL DEATHS...........</td>
<td>131</td>
<td>136</td>
</tr>
<tr>
<td>NATURAL..............</td>
<td>123</td>
<td>128</td>
</tr>
<tr>
<td>ACCIDENT.............</td>
<td>6</td>
<td>4</td>
</tr>
<tr>
<td>VEHICLE/MOTORCYCLE</td>
<td>1</td>
<td>3</td>
</tr>
<tr>
<td>DRUGS/ALCOHOL</td>
<td>5</td>
<td>0</td>
</tr>
<tr>
<td>OTHER</td>
<td>0</td>
<td>1</td>
</tr>
<tr>
<td>SUICIDE.....</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>HOMICIDE......</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>UNDETERMINED.....</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL AUTOPSIES.........</td>
<td>11</td>
<td>6</td>
</tr>
<tr>
<td>TOTAL TOXICOLOGY........</td>
<td>14</td>
<td>10</td>
</tr>
<tr>
<td>CREMATION PERMITS.......</td>
<td>77</td>
<td>68</td>
</tr>
<tr>
<td>CORONER’S INQUESTS.....</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TRAINING/CONFERENCES ATTENDED BY CORONER</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>TRAINING/CONFERENCES ATTENDED BY STAFF</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>CORONER PRESENTATIONS..</td>
<td>12</td>
<td>12</td>
</tr>
<tr>
<td>GENERAL FUND REVENUE GENERATED BY THE CORONER’S OFFICE</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>REVENUE GENERATED FOR CORONER’S OFFICE USE....</td>
<td>$2850</td>
<td></td>
</tr>
<tr>
<td>GRANT MONIES RECEIVED....</td>
<td>$4333.75</td>
<td></td>
</tr>
</tbody>
</table>
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:31 p.m.

ROLL CALL
Present: Lynn Cullick, Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli
Absent: Bob Davidson
Also present: Jeff Wilkins: County Administrator; Brain Holdiman, County Code Official; Mike Hoffman: Teska Consultant; Kevin Heap, Petitioner
In the audience: None

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Judy Gilmour seconded the motion. Approved 4-0.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from May 11, 2015 with amendment to correct minor spelling errors. Lynn Cullick seconded the motion. Approved 4-0.

EXPENDITURE REPORT
Judy Gilmour moved to send the expenditure reports of $815.00 to the Finance Committee. Lynn Cullick seconded. Approved 4-0.

PUBLIC COMMENT- None

PETITIONS-
1. 15-08 Gary and Linda Heap
   Request A-1 Special Use
   Location 4819 Route 52, Minooka (northeast corner of Route 52 and Grove Road)
   Purpose Request and A-1 Special Use to operate a fall festival, corn maze, bakery, farm market and similar activities.

Mr. Hoffman explained that the special use was for not only current operations but possible future operations. The project received positive recommendations from the township, Regional Planning Commission Zoning Platting and Advisory Committee, and Special Use Hearing Officer. All issues had been resolved, including an additional access point. Parking is in an alfalfa field and handicap parking. Mr. Hoffman recommended approval.

Ms. Gilmour asked for a clarification on the number of people as there seemed to be a conflict. Mr. Hoffman clarified that the initial assessment was taking into account only the pole barns, not the additional activities on the property. After speaking to the petitioners, staff reevaluated their number recommendations.

Mr. Gryder asked about flow of traffic on Route 52. Mr. Hoffman stated that staff foresees no problems.
Mr. Wehrli asked the petitioner, Mr. Heap, if he was comfortable with the recommendations. Mr. Heap stated he was.

Mr. Wilkins asked for a clarification on the noise ordinance. He pointed out that the wording stated it would comply with County noise ordinance but that ordinance only applied to residential area. Consensus was to reword the recommendation to be in line with County noise ordinance. Lynn Cullick made a motion to send the petition to the County Board with those changes. Judy Gilmour seconded. Approved 4-0.

2. 15-11 Strong Tower of Refuge Ministries
Request Waiver of Application Fee for a Special Use
Location 81 Boulder Hill Pass
Purpose Special Use to operate a place of worship within a B-3 District

Mr. Holdiman stated that Strong Tower of Refuge Ministries were looking to locate in Boulder Market at Route 25 and Boulder Hill Pass. He explained they do outreach and workshops. The petitioner is looking for a waiver of Special Use Permit and Change of Occupancy fees: $1,155 and $200, respectively. He stated that Section 10 of the Kendall County Building Code gives the Planning, Building and Zoning Committee the ability to waive these fees.

Mr. Wehrli asked if they were located in Montgomery and just moving. Mr. Holdiman confirmed and clarified the location of the petitioner.

Mr. Wilkins stated that with the small size of the church that it would not be detrimental to the County to waive the fees.

Jeff Wehrli made the motion to approve. Lynn Cullick seconded. Approved 4-0.

3. 14-37 Home Occupations- Landscape Businesses
Request Text Amendment
Purpose Text Amendment to not allow landscape businesses as home occupations

Mr. Hoffman stated that staff had come up with further options after the County Board asked for more consideration. Mr. Hoffman explained that the text amendment was created to define landscape business in the code as it was neither allowed nor barred as a home occupation currently. Staff that they wanted to the code to be clear to both residents and staff. He explained the two options presented: first, a similar option to the previously drafted amendment where landscape and lawncare business were defined with lawncare being allowed in residential while landscape would not. The second option was a simpler version of the first that would allow a landscape business provided it met the qualifications for home occupations. He stated that in option two there would no need to distinguish between landscape and lawncare but added that equipment stored on an unscreened trailer must be securely covered.

Mr. Wehrli stated that a landscape company would not meet the criteria of a home occupation and if restricted in B-3 zoning that it would actually reduce areas to have the business.

Mr. Wilkins stated that the code in 4.07 (e) for home occupation only restricted employees on site, not total. Mr. Wilkins stated that home occupations restrict employees due to parking and materials disturbing neighbors and traffic flow.
Mr. Wehrli agreed with Ms. Gilmour that the County Board also had questions on screening of the trailers. After further review by the Committee and clarification from staff, the Committee felt that they had already sufficiently addressed the issue.

Mr. Wehrli asked Mr. Holdiman if defining landscape versus lawncare would make enforcement more difficult. Mr. Holdiman stated it would not.

Jeff Wehrli motioned to send option 1, the original motion, with the addition of compliance with 11.05 (a), to the County Board. Lynn Cullick seconded. Approved 4-0.

NEW BUSINESS/OLD BUSINESS

1. Staffing - Mr. Wilkins stated that with the recent vacancy in Planning, Building, and Zoning, staff has undertaken additional duties to share the burden and maintain customer service. In FY08 Planning, Building and Zoning budget was $485,259 with a staff of seven. Current budget allocation is $229,212 with a staff of 3, one of which is the vacancy. While the current two staff members and Administrative Services staff have shared the burden to maintain performance and customer service levels, a long term solution is needed. He presented two options: first, continue operations with two staff members but add a consulting firm at 18 hours per week. This option would be approximately $15,000 less than the second option of replacing the senior planner; however, there would be a loss of flexibility, and outreach both regionally and within the County; increased staff stress; and less consistent customer service. Also, the cost savings only apply if consultant time remains near 18 hours a week. An increase in projects would quickly reduce the savings and possibly increase expenditures. The second option of replacing the senior would be cost neutral, and would employ a consultant at only 2-5 hours per week. It would be also less the detriments presented in the first option.

Mr. Gryder stated that it appeared that any further cuts to personal would be detrimental, even including a consulting firm. He also stated that an employee gives a value added with increased relationships and institutional knowledge. He posed the question on not only on the position of the senior planner but also reexamining hiring a Planning, Building and Zoning Director position filled that Mr. Wilkins currently serves as interim. He asked for thoughts on the matter, starting with Mr. Wilkins and his recommendation, who stated he was recommending option two. Mr. Wehrli stated that if staff was comfortable with only adding a senior planner that he was also and possibly examining adding a Director in the future. Mr. Hoffman also recommended adding additional staff, as did Mr. Holdiman. Ms. Cullick agreed with adding a senior planner, as did Ms. Gilmour. Ms. Gilmour stated that municipality and township participation was important to the County.

UPDATE ON HISTORIC PRESERVATION- Mr. Wehrli stated they met with Millbrook about the options of the Millbrook Bridge. There are some funding options if the County has the right-of-way. However, there is some confusion on who originally owned certain areas of the property. Currently the County has an outside consultant trying to clarify the exact ownership.

UPDATE ON CMAP LAND USE COMMITTEE MEETING- Mr. Hoffman stated that there was a general inquiry at the meeting of when Kendall County was going to appoint another representative, but otherwise no information of significance.

PROJECT STATUS REPORT- Reviewed
PERMIT REPORT- Reviewed
REVENUE REPORT- Reviewed
CORRESPONDENCE- None

6.8.15 PBZ Meeting Minutes
EXECUTIVE SESSION- None

ADJOURNMENT- Next meeting will be on June 8, 2015
Lynn Cullick made a motion to adjourn the meeting. Jeff Wehrli seconded the motion. Approved 4-0. Chairman Gryder adjourned the meeting at 7:32 p.m.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
ORDINANCE NUMBER 2015

GRANTING AN A-1 SPECIAL USE AT

4819 Route 52, MINOOKA

TO OPERATE A FALL FESTIVAL, CORN MAZE, BAKERY, FARM MARKET
AND SIMILAR ACTIVITIES

WHEREAS, Gary and Linda Heap have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 158.75 acre property located at the northeast corner of Route 52 and Grove Road, commonly known as 4819 Route 52, (PIN # 09-17-100-002), in Seward Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a fall festival, corn maze, bakery, farm market and similar activities. Such activities may include weddings and receptions, live entertainment, train ride, Christmas tree sales, corporate events, zombie paintball hunt, and indoor and outdoor storage related to these operations; and

WHEREAS, said property is legally described as:

THE NORTHWEST QUARTER OF SECTION 17, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN (EXCEPTING OUT THE FOLLOWING: COMMENCING AT THE SOUTHWEST CORNER OF SAID NORTHWEST QUARTER OF SECTION 17, AND RUNNING THENCE ON AN ASSUMED BEARING OF NORTH 90 DEGREES 00 MINUTES EAST ALONG THE SOUTH LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 642.00 FEET TO THE POINT OF BEGINNING; THENCE CONTINUING NORTH 90 DEGREES 00 MINUTES EAST ALONG SAID SOUTH LINE OF THE NORTHWEST QUARTER A DISTANCE OF 195.00 FEET; THENCE NORTH 00 DEGREES 45 MINUTES 56 SECONDS EAST ALONG A LINE PARALLEL WITH THE WEST LINE OF SAID NORTHWEST QUARTER OF SECTION 17 A DISTANCE OF 278.00 FEET; THENCE NORTH 90 DEGREES 00 MINUTES WEST A DISTANCE OF 195.00 FEET; THENCE SOUTH 00 DEGREES 45 MINUTES 56 SECONDS WEST A DISTANCE OF 278.00 FEET TO THE POINT OF BEGINNING, IN KENDALL COUNTY, ILLINOIS CONTAINING 1.245 ACRES, MORE OR LESS), IN KENDALL COUNTY, ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on June 1, 2015; and
WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The special use has been in operation since around 2003 and no complaints have been received. They have, and will continue to coordinate any traffic issues with the Kendall County Sheriff's office.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The property has been used for this use for some time now and the property in the area is agricultural.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. A new entrance is proposed to be added on Grove Road which will help reduce traffic issues turning onto and off of Route 52. They are coordinating with the Kendall County Highway Department on this new entrance.

That the special use shall in all other respects conform to the applicable regulations 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 Hearing Officer. The petitioners are requesting two variances regarding parking but it's in keeping with the agricultural district. Given the seasonal nature of the special use, the first variance waives the requirement to provide lighting of the parking lot. The second variance allows parking to within ten (10') feet of the right-of-way on Grove Road and Route 52. Section 11.0 of the Zoning Ordinance does not allow parking within a required front yard, but given the seasonal nature of this special use parking in the front yard shall be permitted.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use is consistent with the LRMP as it shows this corner to be commercial.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and
NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a banquet hall on their property for special events in accordance to the submitted Description included as "Exhibit A" and the submitted Site Plan included as "Exhibit B" attached hereto and incorporated herein subject to the following conditions:

1. A maximum of 1,500 persons at any one time. If additional attendance is anticipated in the future, the owner shall obtain a minor amendment to the special use to verify that adequate parking and traffic management will be provided.

2. All events must be catered unless approved by the Health Department.

3. Compliance with applicable building codes and Americans with Disabilities Act accessibility provisions and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.

4. The ability to commence the operation of a beer garden, winery or any alcohol sales shall only be permitted contingent on approval from Seward Township, the County of Kendall, and any other required licensing body for a liquor license.

5. The Fall Festival and Corn Maze events shall be permitted to exceed six consecutive days in duration.

6. Adequate parking on site shall be provided in such a way that no on-street parking is necessary. Parking shall be setback a minimum of 10' from the right-of-way of both Route 52 and Grove Road. Four paved handicap parking spaces will be provided near the ticket booth (building #3 on the site plan)

7. The operator shall have adequate waste receptacles and toilet facilities on site as determined and approved by the Department of Health and Human Services.

8. Petting Zoos shall provide adequate hand sanitation devices as determined by the Department of Health and Human Services.

9. All food prepared or sold on site shall comply with the Department of Health and Human Services requirements.

10. Noise levels must comply with the Kendall County Noise Ordinance 13-18 (residential noise requirements in the ordinance shall apply to this special use).

11. The operator shall provide adequate crowd control and parking direction as reasonably determined by the Kendall County Sheriff's Office.

12. Events will be throughout the year and not held to any consecutive day standard.

13. Accessory uses including but not limited to temporary vendors engaged in the sale of ancillary items not produced on site but which are related to products produced on site or associated with the season shall be permitted.

14. All signage shall comply with Section 12.00 of the Zoning Ordinance.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.
IN WITNESS OF, this ordinance has been enacted on June 16, 2015.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
15-08
Heaps Giant Pumpkins
A-1 Special Use

SITE INFORMATION
PETITIONERS: Gary & Linda Heap- Kevin Heap is main contact
LOCATION: 4819 Route 52, Minooka; at the northeast corner of Route 52 and Grove Road

TOWNSHIP: Seward Township
PARCEL #: 09-17-100-002
SIZE: 158.75 Acres
EXISTING LAND USE: Farmhouse on separate pin; farmland
ZONING: A-1 Agricultural

LRMP
<table>
<thead>
<tr>
<th>Land Use</th>
<th>Commercial in the southwest corner at the intersection and rural residential for the rest</th>
</tr>
</thead>
<tbody>
<tr>
<td>Roads</td>
<td>Grove Road and Route 52 are arterial roadways</td>
</tr>
<tr>
<td>Trails</td>
<td>There are trails shown on the west side of Grove Road and south side of Route 52</td>
</tr>
<tr>
<td>Floodplain/Wetlands</td>
<td>There is some floodplain and floodway in the northwest corner of the property and 500 year floodplain on the property</td>
</tr>
</tbody>
</table>
REQUESTED ACTION  Approval of an A-1 Special Use to allow the operation of a farm market, shop, bakery and seasonal festival including a corn maze and other activities. The petitioners are also seeking a variance to allow parking up to the right of way on Grove and Route 52 in their alfalfa fields and waive the requirements of parking lot lighting.

APPLICABLE §7.01.D (A-1 Agricultural Special Uses)
REGULATIONS §11.01 (Parking Regulations)
§13.08 (Special Uses)

SURROUNDING LAND USE

<table>
<thead>
<tr>
<th>Location</th>
<th>Adjacent Land Use</th>
<th>Adjacent Zoning</th>
<th>LRMP</th>
<th>Zoning within ¼ Mile</th>
</tr>
</thead>
<tbody>
<tr>
<td>North</td>
<td>Agricultural</td>
<td>A-1</td>
<td>Rural Residential</td>
<td>A-1</td>
</tr>
<tr>
<td>South</td>
<td>1 home &amp; Agricultural</td>
<td>A-1</td>
<td>Commercial/ Rural Residential</td>
<td>A-1</td>
</tr>
<tr>
<td>East</td>
<td>Agricultural</td>
<td>A-1</td>
<td>Rural Residential</td>
<td>A-1</td>
</tr>
<tr>
<td>West</td>
<td>2 homes &amp; Agricultural</td>
<td>A-1</td>
<td>Commercial/ Rural Estate Residential/ Rural Residential</td>
<td>A-1</td>
</tr>
</tbody>
</table>

PHYSICAL DATA

ENDANGERED SPECIES REPORT

The Illinois Natural Heritage Database shows the following protected resources may be in the vicinity of the project location:
Aux Sable Creek INAI Site
Greater Redhorse (Moxostoma valenciennes)

NATURAL RESOURCES INVENTORY
Since no new buildings or structures are proposed no NRI report will be necessary.

ACTION SUMMARY
TOWNSHIP (Seward)
This item was reviewed by the Township at their May 12th, 2015, and they were supportive of the applicants petition

MUNICIPALITY (Joliet)
Sent to Joliet on 4.21.15, have not heard back.

ZPAC
Recommended approval, with 10' to 20' parking setback, showing new access from Grove Road on Site Plan, and providing 4 paved handicapped parking spaces

KCRPC
Recommended approval 5-0, with increase in the maximum capacity to 1,500 based on available parking

SPECIAL USE HEARING OFFICER
Recommended approval with conditions listed in this staff report

PBZ
Recommended moving forward for approval by full County Board

REQUESTED ACTION
ZONING
The Zoning Ordinance allows for many of these activities:
Section 7.01.E. j (Conditional Use):
Seasonal Festivals provided that the following conditions and restrictions are met:
(Amended 5/18/2010)

i. Adequate parking on site shall be provided in such a way that no on-street parking is necessary

ii. Event areas, stands, booths, parking and other uses and facilities appurtenant to the site shall not be located within 150 feet of a residential
district, or residential structure located off the subject zoning lot unless written consent from the affected residents is provided to the Planning, Building and Zoning Office.

iii. The operator shall have adequate waste receptacles and toilet facilities on site as determined in writing from the Department of Health and Human Services.

iv. No alcohol shall be sold on the premises.

v. Petting Zoos shall provide adequate hand sanitation devices as determined by the Department of Health and Human Services.

vi. All food prepared or sold on site shall comply with the Department of Health and Human Services requirements.

vii. Noise levels generated from non-agricultural sources shall not exceed 60 dBA as measured at the nearest occupied residential structure on an adjoining property.

viii. The operator shall provide adequate crowd control and parking direction as reasonably determined by the Kendall County Sheriff’s Office.

ix. No event activity shall start earlier than 9:00 A.M. any day of the week, and shall end no later than 10:00pm, Monday thru Wednesday and no later than 11:30 pm Thursday thru Sunday.

x. Events shall be permitted once a year unless otherwise approved by the PBZ Committee.

xi. Seasonal Festivals shall be permitted up to, but not exceed, ninety (90) consecutive days in length in one calendar year.

xii. Accessory uses including but not limited to temporary vendors engaged in the sale of ancillary items not produced on site but which are related to products produced on site or associated with the season shall be permitted during the duration of the Seasonal Festival subject to the review and approval of the Zoning Administrator.

xiii. All signage shall comply with Section 12.00 of the Zoning Ordinance.

xiv. All proposed lighting shall be non-obtrusive onto adjoining properties and should not exceed 0.2 foot-candles at any property line.

xv. Any Seasonal Festival which cannot meet these standards may still be permitted if approved as a Special Use. An applicant seeking an approval of the conditional use shall submit an application to be acted upon by the Zoning Administrator. The Zoning Administrator may, at his or her discretion, refer the request to the Planning, Building and Zoning Committee of the County Board for recommendation prior to taking action. In addition, the petitioner may appeal the decision of the Zoning Administrator in the review of a Conditional Use for a Seasonal Festival to the PBZ Committee. In such instances the PBZ Committee shall be the final authority in deciding upon such requests.

Section 7.01.D.10 (Special use)

Banquet Halls are permitted subject to the following conditions:

a. The facility shall have direct access to a road designated as an arterial roadway or major collector road as identified in the Land Resource Management Plan.

b. The subject parcel must be a minimum of 5 acres.

c. The use of this property shall be in compliance with all applicable ordinances. The banquet facility shall conform to the regulations of the Kendall County Health Department and the Kendall County Liquor Control Ordinance. (Ord. 99-34)

d. Off-street parking, lighting and landscaping shall be provided in accordance with the provisions of Section 11 of the zoning ordinance.

e. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance.

f. Retail sales are permitted as long as the retail sales will be ancillary to
the main operation.

g. The noise must follow the Kendall County noise ordinance

Section 7.01.D.32 (Special Use)
Production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises. In addition the tasting of and wholesale or retail sale of items produced on site as well as the sales of ancillary items and products related to crops and products produced on site shall be permitted provided all required licenses and permits have been secured. The total retail sales area on site within any building or combination of buildings shall not exceed one thousand (1,000) square feet. Said sales areas shall be set back at least ninety (90) feet from the center line of all adjacent roads with off-street parking for a minimum of five (5) cars. Seasonal outdoor displays on above listed items are also permitted. (Amended 9/15/2009)

Section 7.01.D.34 (Special Use)
Retail or wholesale sales yards for agricultural products including, but not necessarily limited to, fruits, vegetables, flowers, plants, etc., that are not grown on the premises.

GENERAL
Approval of an A-1 Special Use to allow the operation of a farm market, shop, bakery and seasonal festival including a corn maze and other activities. The petitioners are also seeking a variance to allow parking up to the right of way on Grove and Route 52 in their alfalfa fields and waive the parking lot lighting requirement.

The petitioners have been running Heaps Giant Pumpkins since about 2003, it really started to become a larger festival around 2010. They (the Heap family) are looking into future expansion and requesting this special use to allow for current and anticipated future uses. They have put together a list of items they currently do on site or would like to do in the future. The list is not all inclusive:

- Fall Festival and Corn Maze
- Bakeries
- Retail sales yard for agricultural products not grown on the farm
- Farm market/ Country Store to sell jams, jellies and other bakery type merchandise (possibly open 365 days a year or through Christmas and summer)
- Haunted house, haunted corn maze, haunted hay rides
- Apple Orchard
- Parking right up to US Highway 52 and Grove Road
- Weddings and Receptions
- Haunted Corn Maze
- Live entertainment
- Train Ride
- Additional concession stands
- Christmas tree sales
- Cafeteria area within Morton barn where bakery is to be housed.
- Host various events such as corporate events, meetings, parties, etc.
- Small concert/show venue (local bands, school bands, plays, comedians, magicians, etc.)
- Zombie paintball hunt
Possibly serve beer in the future
Indoor and outdoor storage facility

VARIANCES The petitioner has requested two variances:
1. Allow parking up to the right of way on Grove and Route 52 in their alfalfa fields
2. Waive the requirements of parking lot lighting.

ROADWAY Grove Road is the jurisdiction of the County Highway Department and Route 52 is the jurisdiction of IDOT.

ACCESS The property currently has an access point off of Route 52 and is also working with the highway department on another entrance off of Grove Road, about 300' north of the intersection. This access point has been added to the site plan.

EMPLOYEES The pumpkin farm employs on average about 25 people, seasonally during September and October. They also employ a few workers during the summer. The haunted attraction employs on average around 40 people, also seasonal help for 8-10 days in October each year. They have hired the Sheriff’s office in the past and have expressed an interested in the future during busy weekends.

NUMBER OF PEOPLE The petitioner has stated they would like to have a maximum of 1,500 guests at one time.

PARKING The petitioner has stated the guest will park in the gravel guest parking that exists and also the alfalfa field.

R.O.W. Staff will defer to the Highway department and IDOT if ROW will be requested to be dedicated at this time.

SIGNAGE They have a two-sided pumpkin farm sign at the entrance at Route 52; they also have a two sided haunted corn maze sign at their hay field towards the corner. If any additional signage is requested they will need to comply with section 12 of the Zoning Ordinance.

STORMWATER Since there are no proposed improvements a stormwater permit is not required, however one might be needed if an impervious parking lot is ever added.
FINDINGS OF FACT

§ 13.08.J of the Zoning Ordinance outlines findings that the Hearing Officer must make in order to grant a special use. Staff has answered as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The special use has been in operation since around 2003 and no complaints have been received. They have, and will continue to coordinate any traffic issues with the Kendall County Sheriff's office.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to ensure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The property has been used for this use for some time now and the property in the area is agricultural.

That adequate utilities, access roads and points of ingress and egress, drainage, and other necessary facilities have been or are being provided. A new entrance is proposed to be added on Grove Road which will help reduce traffic issues turning onto and off of Route 52. They are coordinating with the Kendall County Highway Department on this new entrance.

That the special use shall in all other respects conform to the applicable regulations 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 Hearing Officer. The petitioners are requesting two variances regarding parking but it's in keeping with the agricultural district. Given the seasonal nature of the special use, the first variance waives the requirement to provide lighting of the parking lot. The second variance allows parking to within ten (10') feet of the right-of-way on Grove Road and Route 52. Section 11.0 of the Zoning Ordinance does not allow parking within a required front yard, but given the seasonal nature of this special use parking in the front yard can be permitted.

Orange is 500 year floodplain which is not regulated.
yard shall be permitted.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use is consistent with the LRMP as it shows this corner to be commercial.

RECOMMENDATION

Staff would recommend approval and the following conditions be placed on the special use, if approved:

1. A maximum of 1,500 persons at any one time. If additional attendance is anticipated in the future, the owner shall obtain a minor amendment to the special use to verify that adequate parking and traffic management will be provided.
2. All events must be catered unless approved by the Health Department.
3. Compliance with applicable building codes and Americans with Disabilities Act accessibility provisions and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing and proposed structures on the premises.
4. The ability to commence the operation of a beer garden, winery or any alcohol sales shall only be permitted contingent on approval from Seward Township, the County of Kendall, and any other required licensing body for a liquor license.
5. The Fall Festival and Corn Maze events shall be permitted to exceed six consecutive days in duration.
6. Adequate parking on site shall be provided in such a way that no on-street parking is necessary. Parking shall be setback a minimum of 10' from the right-of-way of both Route 52 and Grove Road. Four paved handicap parking spaces will be provided near the ticket booth (building #3 on the site plan).
7. The operator shall have adequate waste receptacles and toilet facilities on site as determined and approved by the Department of Health and Human Services.
8. Petting Zoos shall provide adequate hand sanitation devices as determined by the Department of Health and Human Services.
9. All food prepared or sold on site shall comply with the Department of Health and Human Services requirements.
10. Noise levels must comply with the Kendall County Noise Ordinance 13-18 (residential noise requirements in the ordinance shall apply to this special use).
11. The operator shall provide adequate crowd control and parking direction as reasonably determined by the Kendall County Sheriff's Office.
12. Events will be throughout the year and not held to any consecutive day standard.
13. Accessory uses including but not limited to temporary vendors engaged in the sale of ancillary items not produced on site but which are related to products produced on site or associated with the season shall be permitted.
14. All signage shall comply with Section 12.00 of the Zoning Ordinance.

ATTACHMENTS
1. General Description prepared by petitioner
2. Site Plan
3. WBK Review Memo

Prepared by Mike Hoffman, Teska Associates, Inc.
Current Description:
Heap's Giant Pumpkin Farm operates during the fall season from the second weekend in September through October 31st each year. We raise over 90 different varieties of pumpkins, gourds and squash. In addition to pumpkins we raise 25 different varieties of mums, amongst a variety of other fall produce and décor. We welcome various school groups and other after-school groups to the farm daily, typically between 9 AM and 6 PM. Our normal business hours for the pumpkin farm are 7 days a week, from 9 AM through 6:30 PM. We also welcome families and guests 7 days a week and during this time all of our activities are open to the public, with the exception of hay rides only offered on the weekends, for school or after-school programs or by reservation.

Activities we offer include: Corn Maze, Soybean Maze, Hay Ride, U-Pick Pumpkin Patch, Milo's Castle Play Ground and Heaps O' Fun Barn. The corn maze is best suited for families, adults and children above the age of 12. The soybean maze caters more to children under the age of 12. The hayride is perfect for the entire family and takes you out to the U-Pick Pumpkin Patch, where you are able to pick a pumpkin off the vine. Milo's Castle Play Ground is a giant fort with towers, tunnels and pirate ship play grounds. The Heaps O' Fun Barn houses the stacks of large straw bales and corn boxes. Finally, during the second weekend of each October we welcome Sherri Farley, Hammered Dulcimer music, to the farm.

In addition to the pumpkin farm, we operate Heap's Haunted Corn Maze. This is a haunted attraction offered on Friday and Saturday nights in October only, from 7 PM to 11 PM. During this time we also offer a moonlight hay ride and a flashlight corn maze (non-ghosted). To further accommodate our guests, we offer basic concessions during this time as well.

Business Hours:
Heap's Giant Pumpkin Farm: 7 days a week, 9 AM - 6:30 PM
Heap's Haunted Corn Maze: Fridays and Saturdays in October, 7 PM - 11 PM

Employment:
Our pumpkin farm employs on average about 25 people, seasonally during September and October. We also employ a few workers during the summer. The haunted attraction employs on average around 40 people, also seasonal help for 6-10 days in October each year.

Parking:
We have a gravel parking lot 120' x 75'. We also have additional parking in our 4.75 acre hay field.

Signage:
We have a two-sided pumpkin farm sign at the entrance of the pumpkin farm on US Highway 52. We also have a two-sided haunted corn maze sign in our hay field towards the corner of US Highway 52 and Grove Rd.

Future Description:
Our vision for the farm over the next 3 to 5 years would be to add additional activities to both the pumpkin farm and haunted corn maze. For the pumpkin farm, we would like to build additional play areas and continue to add to our activities offered such as rides, games, etc. We continue to improve the pumpkin farm to cater to our guests who look forward to new attractions and activities each year and continue to attract business to our area. We have a 64' x 80' Morton pole-barn
where we intend to put our bakery in the future. In addition, we would like to sell jams, jellies and other crafts and merchandise from this area as well. In other words, we foresee this building serving as our country store/farm market. Since this building is currently where we host school tours, after-school tours and parties, we would look to construct another building to hold these events and other activities once this current building in turned into a country store and bakery.

Over the next couple years, we will begin to look into another venue to add to the haunted corn maze attraction such as a haunted house and/or haunted hay ride.

As the farm grows, we intend to grow the parking area with it. Also, we will look into adding an additional entrance/exit on Grove Rd. to alleviate traffic onto and off US Highway 52.
Special Use:
1. Fall Festival & Corn Maze
2. Bakeries
3. Retail sales yard for agricultural products not grown on the farm
4. Farm Market / Country Store to sell Jams, Jellies and other bakery type merchandise
   a. Open 365 days a year or through Christmas and summer.
5. Sell Merchandise and crafts decorations for Christmas and Fall
6. Haunted house, Haunted corn Maze, Haunted Hay ride
7. Apple Orchard
8. Parking right up to US Highway 52 and Grove Rd.
9. Weddings & Receptions
10. Haunted Corn Maze hours of operation requested
    a. Thursday through Sunday: Friday and Saturday 7 PM – 11 PM, Thursday and Sunday 7 PM – 10 PM
    b. We are requesting the ability to be open later on Fridays and Saturdays due to lines. We stop selling tickets at 11 PM, but it often takes until 1 AM to filter the line through the attraction. Although this is not often, it does have potential to occur, especially when nights are cancelled due to weather.
11. Live entertainment
12. Train Ride
13. Additional concession stands
14. Sell Christmas trees
15. Cafeteria area within Morton barn where bakery is housed
16. Host various events such as corporate events, meetings, parties, etc.
17. Small concert / show venue
   a. Local bands, school bands, plays, comedians, magicians, etc.
18. Zombie paintball hunt
19. Haunted corn maze noise
20. Serve beer
21. Indoor and outdoor Storage facility
22. Open for fall season September 1st
1. Corn Maze & Soybean Maze will be future parking.
2. Alfalfa 4.5 acres of additional parking 48' x 408'
3. Pavilion 24' x 48'
4. 64' x 80' Pole Barn Future Baker & Country Store
5. Castle Playground
6. Greenhouse 35' x 96'
7. Future Pole Barn
8. Future Play areas or additional buildings
Corn Maze

Soybean Maze

Future Play Areas

Future Pole Barn

Future Pole Barn

Greenhouse 35 x 46

Pole Barn 44 x 36

Gravel to Parking

Pavilion 20 x 40

Alfalfa (Additional Farming) 4.5 Acres

Grass Road

Future Barn 64 x 46

Future Bake & Country Store

Future parking will park Corn Maze & Soybean Maze farther North

Future Barn & Field Sales Building 42 x 28

Craft Sales Building 12 x 17

6. Campground & Parking Spaces
MEMORANDUM

Date: May 12, 2015

To: Brian Holdiman, Sue Smith

CC:

From: Greg Chismark

Subject: Petition 15-08 Heap's Giant Pumpkins

This memo is in response to Petition 15-08 Heap's Giant Pumpkins requesting a special use and parking setback variance. My comments and review are related to the stormwater management ordinance only.

It is noted there are a number of existing buildings where use changes are proposed. None of these warrant concern on behalf of the stormwater ordinance. It is also noted that temporary parking in the alfalfa field is proposed. Because there is no proposed surface condition change I do not consider that aspect to be of concern relative to the stormwater ordinance. Therefore, I have no objection or comments on the special use of parking variance.

There are several future use buildings and areas proposed. These do become a concern relative to the stormwater ordinance when they are constructed. The petitioner should be advised that any cumulative development (land disturbance) greater than 45,000 sf may require stormwater storage and new impervious area totaling more than 32,000 sf may require stormwater storage. Conventional gravel parking lots are considered impervious due to compaction and typical use. The disturbance and impervious surfaces are cumulative from the date of the ordinance (2012).
ORDINANCE # 2015-

AMENDMENT TO SECTION 3.02 OF THE KENDALL COUNTY ZONING ORDINANCE TO CLARIFY DEFINITIONS AND REGULATION OF LANDSCAPE BUSINESSES

WHEREAS, the Illinois General Assembly enacted provisions in the County Code (55 ILCS 5/5-12001) which allows a county to regulate zoning; and

WHEREAS, the Kendall County Planning, Building and Zoning Department (PBZ) has had a number of issues relating to the establishment of landscape businesses as a home occupation; and,

WHEREAS, the equipment and storage needs of a landscape business are not compatible with a residential neighborhood; and

WHEREAS, small lawn care businesses can be operated as a home occupation without impacting the quality of life of surrounding neighbors provided all equipment is stored indoors; and

WHEREAS, the PBZ Department would like to clarify the Zoning Ordinance to make it clear that lawn care businesses are permissible as a home occupation within residential districts but landscape businesses are not; and

WHEREAS, pursuant to the authority provided in 55 ILCS 5/5-12001, Kendall County, a unit of local government, wishes to amend Section 3.02 of the Kendall County Zoning Ordinance ("Zoning Ordinance") to clarify regulation of landscape and lawn care businesses as home occupations; and

WHEREAS, all administrative procedures required prior to passing amendments to the Kendall County Zoning Ordinance have been followed, including a Public Hearing before the Zoning Board of Appeals on April 27, 2015. The Ordinance changes were recommended unanimously by the ZBA; and

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 3.02 – Definitions of the Kendall County Zoning Ordinance as provided:

I. RECITALS. The recitals set forth above are incorporated as is fully set forth herein.
II. THE FOLLOWING MODIFICATIONS ARE MADE TO SECTION 3.02 - DEFINITIONS OF THE ZONING ORDINANCE:

   LANDSCAPE BUSINESS. Offers products and services to clients that involve planting and caring for trees, shrubs, flowers, ground covers and grass. Some offer design and installation services for sidewalks, walkways, decks, retaining walls, patios, lighting and other external design elements outside of a building. A small lawn care business is not considered a landscape business as applied in this zoning code.

   LAWN CARE BUSINESS (small). A business run by only one or two employees and operated to provide lawn maintenance services, with no large equipment, i.e. only mowers (up to 62" mowing deck), weed wackers and trimmers. All equipment must be stored indoors or on a screened trailer per provisions of Section 11.05A.1.a of this Ordinance. No landscape waste materials shall be brought to the business property and no goods shall be offered for sale.

   HOME OCCUPATION - AGRICULTURAL. A home occupation in an agricultural zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, landscape business, stables, undertaking establishments and funeral parlors shall not be deemed to be "home occupation". (Amended 04/18/2000)

   HOME OCCUPATION - RESIDENTIAL. A home occupation in a residential zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, landscape business, undertakings and funeral parlors shall not be deemed to be a "home occupation".

IN WITNESS OF, this amendment to the Zoning Ordinance has been enacted by a majority vote of the Kendall County Board this 16th day of June, 2015.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
MEMORANDUM

To: County Board
From: Mike Hoffman
Date: June 10, 2015
Re: Text Amendment – Home Occupations (Petition 14-37)

Within the last couple of years the PBZ Department has had a lot of issues with regards to landscape businesses and if they qualify for home occupations. Also we have had a number of people wanting to do it as a home occupation. Staff proposed an amendment to the zoning ordinance to clarify the County’s definitions and treatment of landscape businesses. Staff had recommended that landscape businesses not be allowed in residential districts as a home occupation. These revisions worked their way through the process, including a public hearing by the ZBA on April 27th, 2015. When presented for approval by the County Board, concern was raised regarding the relationship of these revisions to existing rules regarding the placement of trailers. The issue was referred back to the PBZ Committee to work through the concerns and make sure that all issues are addressed. Staff’s goal is to clearly determine if and under what conditions a landscape business is permissible as a home occupation in residential districts.

Current Regulation Summary

<table>
<thead>
<tr>
<th>Definitions</th>
<th>A landscape business is not currently defined.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Where Permitted</td>
<td>A-1 – allowed as a special use (7.00.D.28)</td>
</tr>
<tr>
<td></td>
<td>B-3 – special use (9.00.C.12)</td>
</tr>
<tr>
<td></td>
<td>M Districts – permitted use</td>
</tr>
<tr>
<td></td>
<td>Residential Districts – allowed since not prohibited as long as they meet restrictions in 4.01 (see below)</td>
</tr>
</tbody>
</table>

| Trailers               | Addressed is Section 11.05 of the Zoning Ordinance (see below). In general: |
|------------------------| Number of trailers is not restricted if fully screened and within setback. |
|                        | Unscreened trailers limited to: |
|                        |   o Ag – no limit if for personal use |
|                        |   o R1-R3 – two |
|                        |   o Other R District – one |
|                        |   o B or M Districts – no limit |
|                        | Must be on a paved surface if in R-4, R-5, R-6, R-7, or any RPD, B or M District. |
|                        | Must meet front and corner side yard setback requirements |
|                        | The code has no size limitations on trailers, and does not address if equipment can be stored on the trailer |
Recommended Action
Given the issues raised, the original proposal was modified to allow lawn care equipment to be stored on a trailer provided it is screened.

- Add appropriate definitions of landscape businesses
- Allow small lawn care businesses as home occupations in residential districts, but not other types of landscape businesses

LANDSCAPE BUSINESS. Offers products and services to clients that involve planting and caring for trees, shrubs, flowers, ground covers and grass. Some offer design and installation services for sidewalks, walkways, decks, retaining walls, patios, lighting and other external design elements outside of a building. A small lawn care business is not considered a landscape business as applied in this zoning code.

LAWN CARE BUSINESS (small). A business run by only one or two employees and operated to provide lawn maintenance services, with no large equipment, i.e. only mowers (up to 62" mowing deck), weed wackers and trimmers. All equipment must be stored indoors or on a screened trailer per provisions of Section 11.05A.1 of this Ordinance. No landscape waste materials shall be brought to the business property and no goods shall be offered for sale.

HOME OCCUPATION - AGRICULTURAL. A home occupation in an agricultural zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, landscape business, stables, undertaking establishments and funeral parlors shall not be deemed to be "home occupation".

HOME OCCUPATION - RESIDENTIAL. A home occupation in a residential zoning district. Tearooms, restaurants, eating and/or drinking establishments, animal hospitals or kennels, clinics, general retail and wholesale, stables, landscape business, undertaking establishments and funeral parlors shall not be deemed to be a "home occupation".

Existing Code for Reference

HOME OCCUPATION. Any occupation or profession engaged in by an occupant of a dwelling unit as a use which is clearly incidental and secondary to the use of the dwelling as a residence.

Wording for a special use in the A-1 Agricultural District, B-3 Business District and M-1 and M-2 Manufacturing districts:

Landscaping business, provided that:

a. All vehicles, equipment and materials associated with a landscaping business
shall be stored entirely within an enclosed structure, unless otherwise permitted under the terms of this Special Use Permit.

b. The business shall be located on, and have direct access to, a State, County or Collector Highway as identified in the County's LRMP, having an all-weather surface, designed to accommodate loads of at least 73,280 lbs, unless otherwise approved in writing by the agency having jurisdiction over said Highway. Such approvals shall establish limitations as to the number of employees and types of vehicles coming to and from the site that are engaged in the operation of the use (including delivery vehicles). These restrictions shall be included as controlling conditions of the Special Use. (Amended 7/17/2007)

c. No landscape waste generated off the property can be burned on this site.

4.06 HOME OCCUPATION- AGRICULTURAL provided:

a. It is conducted entirely within the dwelling or permitted accessory building by a member or members of the family residing in the dwelling and when such home occupation is clearly incidental and secondary to the use of the dwelling as a residence.

b. A maximum sign of 8 square feet will be permitted but must meet setback requirements in section 11 of the Zoning Ordinance and be unlit.

c. No article shall be sold or offered for sale on the premises except as is produced by the occupation on the premises except that items incidental to the home occupation may be sold, i.e., hair products may be sold at a salon.

d. No person shall be employed on site other than members of the family residing on the premises and two persons outside the family, providing that additional persons outside of the family may be permitted by the Zoning Board of Appeals pursuant to an application for special use filed in accordance with the provisions of this ordinance.

e. The number of off-street parking spaces for that use is provided as required by the Off-Street Parking, Loading, and Landscape Requirements of this Ordinance.

f. No mechanical equipment is used which may generate obnoxious fumes, excessive noise or other such related nuisances. No offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be produced which is perceivable at or beyond the lot lines.

4.07 HOME OCCUPATION- RESIDENTIAL provided:

a. It is conducted entirely within the dwelling by a member or members of the family residing in the dwelling and when such home occupation is clearly incidental and secondary to the use of the dwelling as a residence.

b. There are no signs, display or activity that will indicate from the exterior of the dwelling that it is being used for any use other than a dwelling except as allowed by the sign regulations for the district in which such "home occupation" is located.

c. No article shall be sold or offered for sale on the premises except as is produced by the occupation on the premises, except that items incidental to the home occupation may be sold, i.e., hair care products sold at a salon.
d. No more than ten (10) vehicle trips by either customers, delivery persons or employees may be made throughout a day to and from the home occupation.

e. No person shall be employed on site other than members of the family residing on the premises and one person outside the family in all residential districts.

f. The number of off-street parking spaces for that use is provided as required by the Off-Street Parking, Loading, and Landscape Requirements of this Ordinance.

g. No mechanical equipment is used which may generate obnoxious fumes, excessive noise or other such related nuisances. No offensive noise, vibration, smoke, dust, odors, heat, glare, or electrical disturbance shall be produced which is perceivable at or beyond the lot lines.

h. Instruction in music, crafts and dance shall be limited to one student at a time with a maximum of eight per day. To exceed this limit requires a variance.

i. Salons shall be limited to one chair or nail table, commonly referred to as a station.

11.05 PARKING AND STORAGE OF RECREATIONAL VEHICLES, RECREATIONAL TRAILERS, TRAILERS AND MOBILE HOMES. (Amended 7/18/2006)

A. Storage of Unoccupied Recreational Vehicles, Trailers and Mobile Homes (Amended 7/18/2006)

1. Unoccupied recreational vehicles, trailers and their contents may be located on lots in any district provided they comply with the following regulations:
   a. The number of recreational vehicles and trailers on a lot shall not be restricted when such recreational vehicles or trailers are located within the interior of a permitted structure or when fully screened from adjacent property. Screening shall consist of permitted solid fencing, structures, or evergreen landscaping such that the vehicle does not exceed the height of the permitted screening and so that the vehicle is not directly visible from adjacent properties when viewed at ground level.

   b. Recreational vehicles trailers and their contents not stored within a permitted structure shall comply with the following parking requirements:
      i. Except for the A-1, R-1, R-2 and R-3 districts, unless otherwise permitted in Section 11.02, such vehicles shall be parked on a hard surfaced all weather pad constructed of concrete, asphalt, brick or stone pavers or comparable material.

      ii. Recreational vehicles, trailers and their contents may not encroach into a required front or corner side yard setback, shall not block any portion of a sidewalk or trail and shall not be parked or stored in a way that obstructs the visibility of oncoming traffic so as to create a safety hazard.

      iii. Recreational vehicles may be stored or parked within a required rear or interior side yard setback.

   Exception: An owner of a recreational vehicle located on property in the R-4, R-5, R-6 or R-7 Residential District which cannot comply with the front yard setback provisions of Section 4.08.A.1.h.i above as of June 20, 2006 and that has registered said vehicle with the Kendall County Planning Building and Zoning Department, may be permitted to store such vehicle within the front yard setback provided said encroachment does not obstruct the required sight distance triangle, in the case of a corner lot, or create
an obstruction so as to compromise the safety of pedestrians or other vehicles operating within the road right-of-way (R.O.W.) Said exemption shall apply to the original recreational vehicle registered and any replacement of said recreational vehicle. This exception shall be non-transferable to any subsequent owner(s) or occupants of the property and shall terminate upon either the sale of the property or change in occupancy of the dwelling unit should the owners choose to maintain it as a rental property. Owners shall be required to register their properties with the Planning, Building and Zoning Department on a form approved by the Department prior to December 29, 2006. In addition, the owner shall supply a copy of the plat of survey indicating the approved location for the storage of the vehicle and shall be required to pay a one-time registration fee of $75.00. The Planning Building and Zoning Department shall keep a copy of the registration form and approved parking plan on file. Upon sale of the property, the owner shall be required to notify the Planning, Building and Zoning Department in writing and shall note in the file that the exemption has been terminated.

c. When recreational vehicles or trailers and their contents are not fully screened from adjacent properties, the maximum number of unscreened recreational vehicles or trailers permitted to be parked or stored on a zoning lot shall be in accordance with the following table:

<table>
<thead>
<tr>
<th>Zoning</th>
<th>Permitted RV's or Trailers</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agriculture</td>
<td>Unlimited, provided such recreational vehicles or trailers are for use by the property owner or tenant</td>
</tr>
<tr>
<td>R1, R2, R3</td>
<td>2, provided such recreational vehicles or trailers are for use by the property owner or tenant</td>
</tr>
<tr>
<td>All other residential districts</td>
<td>1 provided such recreational vehicles or trailers are for use by the property owner or tenant</td>
</tr>
<tr>
<td>Commercial or Industrial Districts</td>
<td>No restriction on trailers, recreational vehicles provided they are part of a permitted trailer storage or sales business.</td>
</tr>
</tbody>
</table>
KENDALL COUNTY, ILLINOIS  
Public Safety Committee  
County Office Building, Board Rooms 209-210  
111 W. Fox Road, Yorkville IL  
Monday, June 8, 2015  
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30a.m. and led the Pledge of Allegiance.

Committee Members Present: Bob Davidson - yes, Matthew Prochaska - here, Judy Gilmour - here. With three members present, a quorum was established.

Committee Members Absent: Scott Gryder and John Purcell

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie, Jim Smiley, Ken Toftoy

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Davidson. With all in agreement, the motion carried.

Approval of Minutes – Member Davidson made a motion to approve the May 11, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report – Report as submitted

Coroner’s Report – Coroner Toftoy reviewed the monthly reports, and also briefed the committee that the Illinois Department of Human Services has notified county coroner offices that funding for low income/indigent funeral services has been suspended and all costs for those services will now be absorbed by the County and Municipalities. Mr. Toftoy also reported that the funding to support Child Care Program costs has been reduced by $5 million, and the state will no longer pay for those funerals and burials. These costs will also fall to the County and Municipalities.

EMA Report – Director Gillespie reported:

Wednesday, June 24, 9:00a.m. – County Emergency Operation Center (EOC) Training in the Public Safety Center, lower level

The Dresden Drill is scheduled for Wednesday, July 29, 2015

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month.
**Sheriff**

- **Corrections Division** – Undersheriff Martin provided the following statistics for the month of May: 292 new intake bookings, 284 inmates released, and the average daily population was 118.

  The Food Service Management Section prepared 10,060 meals at a cost of $0.98 per meal. Total medical billing for May was $16,379.48.

  There were 186 Inmate Transports: 125 to/from County courthouse, 5 other County court transports, 24 Out of County prisoner pickups, 14 to I.D.O.C., 3 medical/dental transports, 29 juvenile transports to/from youth homes/courts.

  The Corrections Division housed 46 inmates for other jurisdictions within the month and invoiced $54,480 for their confinement.

- **Operations Division** – Chief Deputy Koster reported the following statistics for the month of May:

  **Police Services**: 754 calls for service, 295 police reports, and a total of 173 arrests

  **Traffic Services**: There were 871 traffic contacts, 373 traffic citations issued, 11 DUI arrests, 0 Zero Tolerance

  **Traffic Crash Investigations**: 20 property damage investigations, 14 personal injury accidents, and 0 fatalities for a total of 34 crash investigations.

  **Vehicle Usage**: 70,243 total miles driven, $12,583.53 vehicle maintenance expenditures, $10,950.91 fuel expenditures, and 4,807 fuel gallons purchased.

  **Auxiliary Deputies**: 0 training/meeting hours, 0 ride-a-long hours, 27 auxiliary hours for a total of 27 auxiliary hours.

  **Evidence/Property Room**: 98 new items into property room, 70 disposal orders processed, 46 items disposed of, 41 DVD/VHS copy requests, 9 items sent to crime lab for processing, and 1 item processed by evidence custodian.

  **Investigation/COPS Activities**: 19 total cases assigned, 21 cases closed, 72 current open cases, 12 sex offender registrations, 5 sex offender registration checks, 1 violent offender against youth, and 14 community policing meetings/presentations.

  **Total KSCO Training Hours – 972**:

  **Corrections Division**: 80 hours Sex Crimes Investigation, 36 hours Mutual Ground – Proactive DV Response, 36 hours Edged Weapon Defense, and 16 hours Combat Firearms Instructor Development Course, for a total of 168 hours.
Operations Division: 80 hours School of Police Staff and Command, 60 hours Legal Updates/Case Law, 50 hours K-9 Continuing Education, 8 hours Re-Opening and Solving Cold Cases, 16 hours Autism Trainer, 16 hours Testifying in a DUI Trial, 8 hours Crime Scene: Do Not Cross, 16 hours Homicide Calls: Is the caller the killer?, 16 hours From Crime Scene to Lab, 8 hours School violence, LE Prep and Response, 16 hours Use of Force Report Writing for Supervisors, 16 hours Civil Liability, Review for Illinois Peace Officers, 8 hours Foundational DT Instructor, 8 hours Explosive Recognition: Bomb and Security Planning, 168 hours Mutual Ground 0 Proactive DV Response, 164 hours Edged Weapon Defense, for a total of 658 hours

Court Security: 8 hours Worker’s Compensation Training, 1 hour Emergency Response – Courthouse Employees, for a total of 9 hours

Corrections/Operations/Court Security Combined Training: 104 hours of KSCO SWAT Training

Court Security Division – Undersheriff Martin reported 15,637 entries, 6,761 items x-rayed, 61 bond calls, 89 items of contraband refused, and 22 arrests made at the courthouse.

Records Division – Sheriff Baird provided statistics for the month of May:

Sheriff Sales: 38 Sales Scheduled, 23 Sales Cancelled, 15 Sales Conducted

Papers Served: 175  Replevins: 0  Subpoena/FOIA Requests: 160

Warrants: 1,751 on file, 114 new warrants issued, 122 warrants served, and 32 warrants quashed

Evictions: 16 scheduled, 9 cancelled and 7 conducted

Fees: $7,652.24 Civil Process, $18,300 Sheriff Sales, $160 Records/Fingerprinting, and $932.34 Bond Processing for a total of $27,044.58 received by the Records Division for the month of May 2015

Human Resources: 0 terminations, 0 resignations, 1 new hire - (PT Receptionist)

0 New Worker’s Comp
Old Business

➢ Security System Update – Deputy Commander Joe Gillespie reported that an ad was placed in the newspapers, and that letters were sent to any professional design and construction administration vendor that has conducted business with the county previously. Deputy Commander Gillespie reported they have received two responses. There will be a mandatory walk through will take place on Tuesday, June 9, 2015 at the Public Safety Center and Courthouse. Statements of Interest and supporting documentation are due in the Sheriff’s Office no later than 12:00 p.m., June 29, 2015. All interested vendors must file Qualification and Performance data statements with the County Clerk’s Office if not previously filed in the past year. Deputy Commander Gillespie will continue to update committee on the progress.

New Business - None

Executive Session – None needed

Items for the Committee of the Whole - None

Action Items for County Board – None

Adjournment – Member Davidson made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting at 9:02 a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Chair Lynn Cullick at 9:00 a.m.

ROLL CALL
Committee Members Present: Dan Koukol — present, Lynn Cullick — here, John Shaw — aye, John Purcell (arrived at 9:07 a.m.), Judy Gilmour (arrived at 9:09 a.m.)

Others present: Glenn Campos, Leslie Johnson, Paul LaLonde, Jim Pajauskas, Becki Rudolph, Jeff Wilkins

APPROVAL OF AGENDA: Member Koukol made a motion to approve the agenda, second by Member Shaw. \textit{With all in agreement, the amended motion passed.}

APPROVAL OF MINUTES: Member Koukol made a motion to approve the May 26, 2015 meeting minutes, second by Member Cullick. \textit{With all in agreement, the motion passed.}

MONTHLY REPORTS

CBIZ UPDATE — Onsite Biometric Health Screening – Jim Pajauskas reported that last year CBIZ used the organization CHC, but Chicago Health Consultants, due to the Affordable Care Act, has changed their pricing model to $125 per HMO members, and $20 per PPO members ($5 after August).

Mr. Pajauskas said that CBIZ has been using Interactive Health Solution which would provide the screenings at no charge for PPO policy members and $75 for HMO policy members. But, they would require at least 25% of employees to participate. Member Shaw made a motion to forward the approval of Onsite Biometric Health Screening to the County Board, second by Member Koukol. \textit{With all members in agreement, the motion carried.}

COUNTY ADMINISTRATOR

\begin{itemize}
\item \textit{Recommendation regarding return or end of lease purchase of super medium vehicles in amount not to exceed $34,500} – Paul Lalonde, KAT Director reported that on the KAT mechanic findings and maintenance history of the super medium vehicles. Mr. LaLonde stated that with the mechanics recommendation and findings, KAT also feels it is not in the best interest of the county to purchase these vehicles. \textit{There was consensus of the committee to have the State’s Attorney’s Office to review the contracts to see if there are any provisions to negotiate early return of the vehicles without additional payments by the County.}
\end{itemize}
NEW BUSINESS - None

OLD BUSINESS

➢ Discussion on the Agreements with Client Development Institute to provide Integrity Test Screening Services and Safety Quotient Testing – Chair Cullick reviewed the discussion held by the committee at the May 26, 2015 meeting, and stated that the committee had asked the State’s Attorney’s Office to review the agreements, and Assistant State’s Attorney Leslie Johnson to attend today’s meeting. Assistant State’s Attorney Leslie Johnson explained the state’s attorney’s office legal review of the Client Development Institute, Inc. (CDI) Agreement. After much discussion, there was consensus of the committee to not take further action on this issue.

➢ Discussion of Audio and Video Recording Policies and Technology Access to Executive Session Recordings – The committee continued discussion on the recording policies, who has access to the recordings and where they could/would access the recordings, where recordings are stored, and other possible recording solutions. The committee agreed unanimously that this item needed to be discussed at the Committee of the Whole meeting next week.

ACTION ITEMS FOR COUNTY BOARD

➢ Approval of Onsite Biometric Health Screening

ITEMS FOR COMMITTEE OF THE WHOLE

➢ Update on the return or end of lease purchase of KAT super medium vehicles

➢ Discussion of Audio and Video Recording Policies and Technology Access to Executive Session Recordings

➢ Proposed Memorial Garden Project at the County office Building

PUBLIC COMMENT – None

EXECUTIVE SESSION – None needed

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 10:01a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
June 12, 2015

TO: County Board PBZ Committee  
FROM: Jeff Wilkins, County Administrator

RE: Onsite Biometric Health Screening

Starting in 2006, the County provided annual onsite biometric wellness screenings for employees through CHC Wellness. 2013 was the only year onsite screenings were not offered. In 2014, employee participation was 63 compared to 36 in 2012.

The Affordable Care Act has limited payments from insurance carriers such as Blue Cross Blue Shield to service providers of the wellness screenings.

In response, CHC Wellness proposed charging the County for onsite biometric wellness screenings as follows:

$135 for HMO participants and $20 for PPO participants. After August the charge for PPO participants would increase to $35.

As an alternative, Interactive Health Solutions (IHS) proposed charging the County for onsite biometric wellness screenings as follows:

$0 - $100 for HMO participants and $0 for PPO participants.

HMO Participants – County billed directly based on actual participation according to the percentages of total participation and fees described below.

- Less than 25% HMO = $0 fee applied per participant
- 25% - 50% HMO = $75 fee per HMO participant billed directly to County
- >50% = $100 fee per HMO participant billed directly to County
HIGHWAY COMMITTEE MINUTES

DATE: June 9, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, Judy Gilmour, Scott Gryder, and Matt Prochaska
STAFF PRESENT: Fran Klaas, Andy Myers & Ginger Gates
ALSO PRESENT: P.J. Fitzpatrick

The committee meeting convened at 4:02 P.M. with roll call of committee members. All present. Quorum established.

Motion Prochaska; second Gryder to approve the agenda as presented. Motion approved unanimously.

Motion Gilmour; second Gryder to approve the Highway Committee minutes from the May 12, 2015 meeting. Motion carried unanimously.

Motion Gilmour; second Prochaska to sell County’s 1-ton dump truck to Fox Road District in the amount of $16,000. The Highway Department had received a trade-in quote from the dealer of just $12,600. Motion approved unanimously.

IDOT Compliance Reviews for County Motor Fuel Tax, Township Motor Fuel Tax, Township Bridge Program for the period 01-01-12 to 12-31-14, were presented to the Committee. These compliance reviews are performed on the 3 funds because they are monies that are administered by the Department of Transportation. The County’s auditor also audits these funds. Motion Koukol; second Gryder to acknowledge receipt of these compliance reviews. Gilmour asked if the reviews could be put on the County’s website. County Engineer stated that this could be done. Motion carried unanimously.

City of Yorkville is submitting an application to Kane/Kendall Council of Mayors for an improvement on Kennedy Road, including an intersection improvement at Galena Road. The County Engineer discussed the several projects that are being submitted by both the County and municipalities in Kendall County, and how those projects might or might not be considered regionally significant. Prochaska said that he takes Kennedy Road every day, and it is in very bad shape; but he didn’t feel that the project was regional in nature. Still, he thought it would be the right thing to do to support their project, and bring a resolution before the Board. Wehrli also thought that a resolution should be brought before the Board for consideration. He felt that it would matter to Yorkville to know that the County was supportive of their project, even if their application was unsuccessful. Gryder had some struggle in supporting the application, as did Koukol and Gilmour. The majority of Committee members did not want to take a resolution before the Board, and so no action was taken.

Klaas informed the Committee that he had scheduled a bid opening for the Chicago Road box culvert project on June 26, 2015, and that the low bid would be brought before the Board on July 7th for consideration. This project is being advanced as quickly as possible so that no TBP funds would lapse.
Chairman Koukol discussed the apparent increases in traffic in the area. He also reported that some paving repair work had been done by IDOT in the area of Route 126 and Old Ridge Road.

Gryder asked which fund the monies from the sale of the 1-ton dump truck would go to. Klaas stated they would go back into the County Highway Fund because that is where capital expenditures are programmed. He also asked about the status of the bridge rating project that had been done some time ago. Said project was completed about a year ago, and the Highway Department is using that data regularly to issue overweight permits.

The Committee discussed a recent letter from Chicago Metropolitan Agency for Planning (CMAP) requesting a $5,000 participation from Kendall County for studying the regional truck permitting issue. The Committee had discussed this matter before and had been cool to the idea; but the County has now received a formal request and invoice for the local share. Prochaska stated that he has always been supportive of this effort, but wondered what exactly the funds will be used for. Gryder was glad to see that all counties and the City of Chicago are intended participants in the study, even though the costs are disproportional based on size. Koukol had some concerns, but wanted to keep the strong relationship with CMAP and favored paying the $5,000. Gilmour didn’t think that Kendall County should be paying the same as City of Chicago. Wehrli discussed how regional truck permitting is a really important issue that needs to be improved in Illinois. He had no problem paying the $5,000 local share. Consensus of the Committee was to bring the bill to next month’s meeting for approval.

Motion Koukol; second Gryder to forward Highway Department bills for the month of June in the amount of $262,635.78 to Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:41 P.M.

Respectfully submitted,

Francis C. Klaas, P.E.
Kendall County Engineer

ACTION ITEMS

1. Sell 1-ton dump truck to Fox Road District for $16,000 and deposit funds into the County Highway Fund

2. Acknowledge receipt of the following compliance reviews by IDOT:
   a. County Motor Fuel Taxes from 01-01-12 to 12-31-14
   b. Township Motor Fuel Taxes from 01-01-12 to 12-31-14
   c. Township Bridge Program Funds from 01-01-12 to 12-31-14
CALL TO ORDER

Chairman Davidson was called and he asked to have Vice-Chair Koukol start the meeting. Vice-Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:32 p.m.

1) Roll Call - Mr. Koukol called roll call for attendance. Present were Vice-Chair Koukol, Member Wehrli, Member Gilmour & Member Prochaska. Enough committee members were present to form a quorum of the committee. Chairman Davidson arrived at 4:10 p.m. Facilities Management Director Smiley was also present.

2) Approval of the May meeting minutes - Member Gilmour made a motion to approve the May meeting minutes. Member Prochaska 2nd the motion. All members present voted aye via voice vote. Motion approved.

3) Public Comment - No members of the public were present at the meeting.

OLD BUSINESS/PROJECTS

1) COB Security System Improvements
   - The new video switch was installed and we are still working on issues with the video.
   - Jim Smiley talked to Glenn Campos about the written plan.
   - Glenn said he is going to use the Health & Human Services plan as a base for the County Office Building plan.
   - Jim will review with Glenn when he gets it drafted.

2) K.A.T. Space Needs for Expansion
   - Director Smiley and staff have worked to get three prices for each aspect of this project.
   - All materials have been put on K.A.T. procurement sheets.
   - Jim & KCFM staff met with Paul LaLonde on Thursday, May 28, 2015 to go over what needs to be ordered.
   - Paul is going to start procuring the materials in order to have the purchases done during the current budget year for K.A.T.
   - Jim will be working with Paul to figure out a logistics plan to keep K.A.T. running during the improvements.
   - Jim plans to be able to start the electric, voice & date wiring once the materials are purchased. Wall demolition & construction may not start until July due to employee restrictions in KCFM.

3) Public Safety Center Generator Transfer Switch Repair
   - R & R Electric started the permanent piping and wiring work on May 26, 2015.
   - The rough in is planned to be completed by Friday, May 29, 2015.
   - Cutover of the ATS to the permanent location is scheduled for Tuesday, June 2, 2015 starting at 5:00 a.m.

4) Janitorial Contract Scheduled Increase
   - Director Smiley talked with the vendor and explained what the State’s Attorney’s office had determined.
   - The vendor understands the findings and plans to keep the current pricing structure for the remainder of this year.
   - Project complete.

5) Annual Emergency Notification Systems Test
   - Testing was completed on Friday, May 8, 2015.
   - There were a couple of issues found on the audio side.
   - The pages did not occur over the phones at the Public Safety Center. Audio also was not heard over the speakers at the County Office Building.
   - Jim Smiley reviewed the programming and retested each audio path.
   - The pages could be heard over both audio devices after retesting.
   - Project complete.

6) Kluber 11 month warranty walkthrough
   - A list of deficiencies was produced by Kluber after the walk through.
   - DCG Roofing came out for a leak after the list was produced.
   - So, they also worked on the punch list of their items while onsite for the leak.
   - Commercial Mechanical is working to resolve the remaining items.
NEW BUSINESS/PROJECTS

1) Chairman's Report
   a. Future Projects Discussion
      i. Memorial Garden
      ii. Circuit Clerk Window
      iii. Administration Budget Office

Report from Meeting
Chairman Davidson said that he felt the budget office was needed. However, he feels departments asking for projects like this to be done, should pay or help pay for them. Vice-Chair Koukol said that he promoted to everyone a similar approach. “Let the departments put the project and budget together and Facilities can build them”. Member Gilmour said she thinks Bob’s approach is correct and they need to establish priorities for the projects, not just put together a “wish” list. Member Wehrli said if they have the money he has no problem doing the project right away. If not then wait until the end of the year and if there is any money left in the FM Capital budget, to do the projects at that point. Director Smiley asked for direction since he has put the projects together with KCFM staff doing the projects. Jim said KCFM is ready to go ahead if that is the wish of the committee. Jim was told to tell people the projects are on hold per the FM Committee.

2) Electric & Natural Gas RFP Results Review
   - Chris Childress is here to present the findings of the RFP conducted on behalf of Kendall County.

Report from Meeting
Mr. Childress explained the Electric contract expires June 2016 and the Natural Gas contract expires July 31, 2106. Chris explained that the capacity charge the suppliers charge for electric is projected to go up dramatically in the next couple of years. But at this point it is a projection and they have extended the deadline for finalizing the capacity rates to August 2015. Mr. Childress also explained that the projection of shutting down coal fired generation and that there is discussion of exporting natural gas. Budget impact by extending the contracts to 2019 is a $13,000.00 savings on the natural gas side. However, there is a projected additional cost for electric. The net difference would be around a $12,000.00 savings by extending contracts. Chris made it a condition that the supplier would lock in the electric capacity rate in the extension. The recommended vendor was willing to lock it in if we extend. Director Smiley explained these items were approved to be on the next County Board agenda prior to this meeting by FM Chairman Davidson and County Board Chairman Shaw. This was done in order to get approval ASAP due to these items being commodities that have daily price fluctuations. Member Wehrli asked if the conditions might reverse if fracking stops. Chris said yes that could be a possibility in the future. Chairman Davidson asked if it would be possible to have included the contracts to be able to keep extending one year at a time past the three year agreement. Chris said that is not in the contracts from anyone, but they all allow what they call a blend and extend. By taking the existing contract and turning it into a longer contract including what was left on the current contract. Chairman Davidson asked for questions or a motion. Member Wehrli made a motion to move this to the County Board for a vote on approval to go with the recommended vendors from the RFP for Natural gas and Electric supplies. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.

3) Public Safety Center & Courthouse Security Systems Upgrade
   - D.C. Gillespie & Director Smiley worked together and with the State’s Attorney’s office to put together an ad for the project. The ad was published in the Record Newspapers on Thursday, May 28, 2015. It was also placed on the Kendall County Website. A mandatory walk through of both facilities is planned for Tuesday, June 9, 2015 starting at 10a.m. Statements of Interest with Qualifications are due on Monday, June 29, 2015 at 12:00p.m. (Noon).

4) Assignment of the Current Waste & Recycling Contract to Groot Industries
   - Our current contracts first phase term are due to expire on July 30, 2015. Jim had been talking to Complete Sanitation to see if they like Jim would like to extend the contract the additional two years called for in the contract. Shawn McDowell sent Jim a letter stating that yes they would like to extend the contract. Before Jim could get this on the FM Committee agenda, a letter was received from Complete Sanitation notifying Kendall County that their company has become a division of Groot Industries.
   - Mr. Smiley checked with the State’s Attorney’s office to see if we could accept this.
   - Leslie Johnson ASA said that we have to ask the board to approve the assignment of the contract to Groot Industries.
   - So, Jim talked to Chairman Davidson and County Board Chairman Shaw to see if this could be discussed at Facilities and placed on the next County Board agenda to see if the board wants to accept this assignment to Groot Industries. Both Chairmen were ok with doing this since the Complete Sanitation sale to Groot has already happened.
4) Assignment of the Current Waste & Recycling Contract to Groot Industries

Report from Meeting
Chairman Davidson asked if there were any questions or a motion. Member Wehrli made a motion to send the assignment of the current Waste & Recycling contract with Complete Sanitation to Groot Industries at the next County Board meeting. Member Koukol 2nd the motion. All members voted aye via a voice vote. Motion approved.

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT

Chairman Davidson asked if there was a motion to adjourn the meeting. Member Gilmour made a motion to close the meeting at 4:45 p.m. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:45 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
June 11, 2015

Jim Smiley
Kendall County
Facilities Management Director

RE: Kendall County Board approval to extend current contract one year with Groot Industries

Jim,

This letter is to request a one (1) year contract extension to the contract between the County of Kendall and Complete Sanitation, now known as Groot Industries. Per the terms of the current contract the County has the option to extend the initial term for an additional one (1) year period. Groot Industries agrees to accept all of Complete Sanitation’s obligations and responsibilities as set forth in the original Agreement.

We appreciate your continued business and hope to have a long, productive relationship moving forward.

Sincerely,

Ryan Brandsma
Vice President
Groot Industries
June 11, 2015

Jim Smiley
Kendall County
Facilities Management Director

RE: Kendall County Board approval to assign the contract with Complete Sanitation to Groot Industries

Jim,

This letter is to acknowledge and confirm the assignment of the contract between the County of Kendall and Complete Sanitation to Groot Industries effective immediately. Groot Industries agrees to accept all of Complete Sanitation’s obligations and responsibilities set forth in the Agreement.

We appreciate your continued business and hope to have a long, productive relationship moving forward.

Sincerely,

[Signature]
Ryan Brandsma
Vice President
Groot Industries
NEW WORLD SYSTEMS CORPORATION
STANDARD SOFTWARE MAINTENANCE AGREEMENT

This Standard Software Maintenance Agreement (SSMA) between New World Systems Corporation (New World) and Kendall County, IL (Customer) supersedes the agreement signed in December 2007 and sets forth the standard software maintenance support services provided by New World.

1. Service Period

This SSMA shall remain in effect for a period of five (5) years from (start date) 7/1/15 to (end date) 6/30/20.

2. Services Include

The following services or features are available under this SSMA:

(a) Upgrades, including new releases, to the Licensed Standard Software (prior releases of Licensed Standard Software application packages are supported no longer than nine (9) months after a new release is announced by New World).
(b) Temporary fixes to Licensed Standard Software (see paragraph 6 below).
(c) Revisions to Licensed Documentation.
(d) Reasonable telephone support for Licensed Standard Software on Monday through Friday from 8:00 a.m. to 8:00 p.m. (Eastern Time Zone).
(e) Invitation to and participation in user group meetings.
(f) Includes ESRI Integration for the ESRI software that is part of Exhibit A Licensed Standard Items a, b, and c above will be provided to Customer by electronic means.

Additional support services are available as requested by Customer using the then-current hourly rates or applicable fees.


Customer is advised that if it requests or makes changes or modifications to the Licensed Standard Software, these changes or modifications (no matter who makes them) make the modified Licensed Standard Software more difficult to maintain. If New World agrees to provide maintenance support for Custom Software or Licensed Standard Software modified at Customer’s request, then the additional New World maintenance or support services provided shall be billed at the then-current hourly fees plus reasonable expenses.

4. Billing

Maintenance costs will be billed annually as detailed on the following page. If taxes are imposed, they are the responsibility of the Customer and will be remitted to New World upon being invoiced.

5. Additions of Software to Maintenance Agreement

Additional Licensed Standard Software licensed from New World will be added to the SSMA per the terms of the contract adding the software. Maintenance costs for the additional software will be billed to Customer on a pro rata basis for the remainder of the current maintenance year and on a full year basis thereafter.
6. Requests for Software Correction on Licensed Standard Software

At any time during the SSMA period, if Customer believes that the Licensed Standard Software does not conform to the current specifications set forth in the user manuals, Customer must notify New World in writing that there is a claimed defect and specify which feature and/or report Customer believes to be defective. Before any notice is sent to New World, it must be reviewed and approved by the Customer Liaison. Documented examples of the claimed defect must accompany each notice. New World will review the documented notice and when a feature or report does not conform to the published specifications, New World will provide software correction service at no charge. A non-warranty request is handled as a billable Request for Service (RFS).

The no charge software correction service does not apply to any of the following:

(a) situations where the Licensed Standard Software has been changed by anyone other than New World personnel;
(b) situations where Customer's use or operations error causes incorrect information or reports to be generated; and;
(c) requests that go beyond the scope of the specifications set forth in the current User Manuals.

7. Maintenance Costs for Licensed Standard Software Packages Covered for MSP Server

New World agrees to provide software maintenance at the costs listed below for the following New World Standard Software packages licensed by the Customer:

<table>
<thead>
<tr>
<th>Application Package</th>
<th>Number of Modules</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Aegis® Law Enforcement Records Software</td>
<td>27</td>
</tr>
<tr>
<td>2. Aegis® Public Safety Interface Software</td>
<td>1</td>
</tr>
<tr>
<td>3. Aegis® Corrections Management Software</td>
<td>13</td>
</tr>
<tr>
<td>4. Aegis® Photo Imaging Software</td>
<td>2</td>
</tr>
<tr>
<td>5. Aegis® Data Analysis/Crime Mapping/Mgt Reporting</td>
<td>1</td>
</tr>
<tr>
<td>6. Aegis® ESRI Embedded Applications - Upgrade</td>
<td>1</td>
</tr>
</tbody>
</table>

ANNUAL MAINTENANCE COST: See Below

<table>
<thead>
<tr>
<th>Period Covered</th>
<th>Annual Amount</th>
<th>Billing Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>7/1/2015 to 6/30/2016</td>
<td>$81,170</td>
<td>6/15/2015</td>
</tr>
<tr>
<td>7/1/2016 to 6/30/2017</td>
<td>$64,927</td>
<td>6/15/2016</td>
</tr>
<tr>
<td>7/1/2017 to 6/30/2018</td>
<td>$67,524</td>
<td>6/15/2017</td>
</tr>
<tr>
<td>7/1/2018 to 6/30/2019</td>
<td>$70,225</td>
<td>6/15/2018</td>
</tr>
<tr>
<td>7/1/2019 to 6/30/2020</td>
<td>$73,034</td>
<td>6/15/2019</td>
</tr>
</tbody>
</table>

Note: Unless extended by New World, the above costs are available for 90 days after submission of the costs to Customer. After 90 days, New World may change the costs.

ALL INVOICES ARE DUE FIFTEEN (15) DAYS FROM BILLING DATE.

(Rev. SSMA 03/06) CONFIDENTIAL Kendall County, IL
8. **Terms and Conditions**

This Agreement is covered by the Terms and Conditions specified in the Licensing Agreement(s) for the software contained herein.

**ACCEPTED BY:**

**Customer:** Kendall County, IL

**Name:** ____________________________
**Title:** ____________________________
**Date:** ____________________________

**ACCEPTED BY:**

**Name:** ____________________________
**Title:** ____________________________
**Date:** ____________________________

By signing above, each of us agrees to the terms and conditions of this Agreement and as incorporated herein. Each individual signing represents that (s)he has the requisite authority to execute this Agreement on behalf of the organization for which (s)he represents and that all the necessary formalities have been met. If the individual is not so authorized then (s)he assumes personal liability for compliance under this Agreement.
1. **Aegis® Law Enforcement Records Software**
   - LE Records Multi-Jurisdictional Base MSP
     - Base
     - Accidents Module
     - Arrest Module
     - Business Registry Module
     - Case Processing Module
     - Computer Aided Investigations Module
     - Federal Reports (UCR/IBR) Module
     - Geo-File Verification Module
     - Impounded Vehicles Module
     - Incident Tracking Module
     - Jacket Processing Module
     - Personnel / Education Module
     - Property Module
     - Traffic Tickets and Citations Module
     - Warrants and Warrants Module
     - LE Records Federal & State Compliance MSP
     - Field Investigations MSP
     - Case Management MSP
     - Civil Paper Tracking and Receipting
     - Alarms Tracking and Billing MSP
     - Bookings MSP
     - Activity Reporting and Scheduling MSP
     - Property Room Bar Coding MSP
     - Career Criminal Registry MSP
     - Orders of Protection MSP
     - Additional Records MSP Users
     - Additional Records MSP View/Inquiry Users

2. **Aegis® Public Safety Interface Software**
   - Livescan Interface MSP

(Rev. SSMA 03/06)  
Kendall County, IL
3. Aegis® Corrections Management Software
   - Corrections Management Base MSP
     - Base
     - Interface to Aegis® Law Enforcement Records Module
     - Bookings Module
     - Custody Tracking Module
     - Inmate Classification Module
     - Inmate Property Tracking Module
     - Inmate Tracking and Processing
     - Commissary Accounting MSP
     - Corrections Compliance Federal & State Reporting MSP
       - Base
       - Federal and State Corrections Reporting Module
       - FBI Fingerprint Card Module
       - State Fingerprint Card Module
     - Additional Corrections MSP Users

4. Aegis® Photo Imaging Software
   - Digital Imaging MSP
   - Public Safety Mug Shots/Line-Ups MSP
   - Digital Imaging

5. Aegis® Data Analysis/Crime Mapping/Mgt Reporting
   - Analysis Base With Two Applications

6. Aegis® ESRI Embedded Applications
   - ArcGIS Standard Enterprise Server Integration
INTEGOVERNMENTAL AGREEMENT (2015)
Between the County of Kendall, on behalf of the Sheriff's Office, &
The Village of Oswego, on behalf of the Oswego Police Department, regarding the New World
Computer System

THIS AGREEMENT is hereby entered into by and between the County of Kendall, on behalf of
the Kendall County Sheriff's Office, 111 West Fox Street, Yorkville, Illinois, and the Village of
Oswego, on behalf of the Oswego Police Department, 3525 Route 34, Oswego, Illinois.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10,
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 may use their credit, revenues, and other
resources to pay costs related to intergovernmental activities; and

WHEREAS, the Village of Oswego (hereinafter referred to as "Oswego"), and the County
of Kendall, Illinois (hereinafter referred to as "Kendall County"), are units of local government
within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are
authorized to enter into intergovernmental agreements pursuant to the Intergovernmental
Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, The County of Kendall, on behalf of the Sheriff's Office has previously
purchased computer software through New World Systems, (hereinafter referred to as "New
World"); and

WHEREAS, said computer software includes multi-jurisdictional features which allow the
sharing of said computer software amongst different law enforcement agencies; and

WHEREAS, Kendall County operates the New World software on its current Aegis MSP
server(s) in use; and

WHEREAS, the Village of Oswego, on behalf of the Oswego Police Department, and
Kendall County, on behalf of the Sheriff's Office desire to enter into this Intergovernmental
Agreement in order to provide an arrangement which would facilitate the use of New World
Software by Oswego through the use of the MSP server(s) operated by Kendall County; and

WHEREAS, the parties to this Agreement agree that the MSP server(s) operated by
Kendall County has sufficient capacity at the present time to handle the New World computer
software which New World intends to provide to Oswego; and
WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind Kendall County and Oswego respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been approved by legal counsel for the respective agencies and the respective governing bodies, if any.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.

2. Oswego will be permitted to use the Kendall County computer network to access the MSP server(s) operated by Kendall County for the purposes of the operation of New World Software.

3. All connectivity charges, including hardware, software, services, and security, incurred in connection with Oswego's access to and operation of New World software via the Oswego router on the Kendall County computer network will be paid directly by Oswego. Kendall County will not replace or warrant any hardware used for the purposes covered by this Agreement.

4. All Oswego New World software data will be placed solely on the Kendall County MSP server(s).

5. Kendall County will arrange for all backup and data recovery systems, in accordance with the regulations and operating procedures of Kendall County.

6. Kendall County shall have no liability to Oswego for data which is damaged or lost as a result of the operation and/or failure of the MSP computer server(s), or the Kendall County computer network. Oswego agrees to waive any and all claims against Kendall County regarding such data and hold them harmless for same.

7. Kendall County will arrange for scheduled system downtime for maintenance with 24 hours confirmed notice to Oswego's designee.

8. Kendall County will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to Oswego, and Oswego shall assist as may be necessary to remedy such downtime. Oswego agrees to
waive any and all claims against Kendall County regarding such unscheduled downtime and hold them harmless for same.

9. Oswego will administer all internal aspects of Oswego's use of New World software, including issuance of passwords, authorizing new users, discontinuing access of former users, assignment of security levels, and similar matters.

10. Oswego agrees to pay to Kendall County the total sum of 15% (fifteen percent) of Kendall County's annual maintenance cost for the New World software operated on said server(s). Said amount will be billed on an annual basis, with copies of all requested/necessary documentation submitted to Oswego. Oswego's contribution to Kendall County's maintenance cost will not be billed to Oswego until April of each year. Oswego will arrange for payment of its portion of said maintenance expense to Kendall County within 60 days of the request of Kendall County for reimbursement.

11. This Agreement is effective as of its last date of execution by the parties. This Agreement shall be in effect for a period of one (1) year from the date of execution, and shall automatically renew each year for a one (1) year period, for up to eight years, unless either party gives written notice to cancel renewal to the other party ninety (90) days prior to the date the agreement is scheduled to be renewed each year. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the final signature to this agreement below.

12. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization.

13. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party acknowledges and agrees that the New World software is confidential information and proprietary to New World. Each party agrees to implement all reasonable measures to safeguard New World's proprietary rights in software.

14. The parties agree that any modification to this Agreement must be in writing, signed by authorized individuals on behalf of each of the undersigned agencies.

15. The parties agree that maintenance fees associated with future purchases of additional New World products, to which the parties shall have access to, will become part of
Kendall's annual maintenance cost for the New World software and subject to terms of the Agreement. Billing for any increase in maintenance cost as a result of the purchase of additional New World products shall be deferred until the 1st day of April following the purchase and shall be paid within sixty (60) days after April 1st.

16. The parties agree that Kendall County may allow additional jurisdictions use of the New World software. Any jurisdiction wishing use of New World software as maintained by Kendall County after the execution date of this agreement shall be required to pay their fair share of the total upgrade cost for the New World Aegis MSP software and associated hardware as incurred by Kendall County by dividing the said total costs by the number of participants. Said payment shall be distributed equally by Oswego, Kendall County and any other party that bore an equal portion of the total upgrade costs. In addition, each additional jurisdiction requesting the use of the New World software shall enter into a written Intergovernmental Agreement with terms and conditions similar to those set forth in this document and any subsequent written amendments.

17. This Agreement and the rights of the parties hereunder may not be assigned except by operation of law or agreement signed by each party, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the parties.

18. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

19. Oswego and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify, and hold harmless the other party, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and

Page 4 of 6
expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from the indemnifying party's negligent conduct in performance of their duties under this Agreement. Further, each party to this Intergovernmental Agreement agrees to indemnify and save the other party to this Agreement harmless from and against any and all judgments, suits, costs and expenses resulting from any alleged infringement of any patent or copyright of New World software by the indemnifying party.

20. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be in the Twenty-Third Judicial Circuit, Kendall County, Illinois. In case any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

21. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, to the Kendall County Sheriff, Attention: Undersheriff Harold Martin, 1102 Cornell Lane, Yorkville, Illinois, 60560, fax (630) 553-1972 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Oswego, to: Jeffrey Burgner, Chief of Oswego Police, Oswego Police Department, 3525 Route 34 Oswego, Illinois 60543.

23. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots or war. A party claiming a force majeure event ("the
claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

24. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged and agreed to by both parties.

25. Kendall County and Oswego each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County, Illinois on behalf of the Sheriff's Office of Kendall County
Name: ________________________
Title: Chairman, Kendall County Board
Date: __________________________
Attest: _________________________
County Clerk

Village of Oswego, Illinois on behalf of the Oswego Police Department
Name: ________________________
Title: __________________________
Date: __________________________
Attest: _________________________
Village Clerk

Page 6 of 6
INTERGOVERNMENTAL AGREEMENT (2015)
Between the County of Kendall, on behalf of the Sheriff's Office, &
The United City of Yorkville, on behalf of the Yorkville Police Department, regarding the New World Computer System

THIS AGREEMENT is hereby entered into by and between the County of Kendall, on behalf of the Kendall County Sheriff's Office, 111 West Fox Street, Yorkville, Illinois, and the United City of Yorkville, on behalf of the Yorkville Police Department, 804 Game Farm Road, Yorkville, Illinois.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, 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 may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the United City of Yorkville (hereinafter referred to as "Yorkville"), and the County of Kendall, Illinois (hereinafter referred to as "Kendall County"), are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, The County of Kendall, on behalf of the Sheriff's Office has previously purchased computer software through New World Systems, (hereinafter referred to as "New World"); and

WHEREAS, said computer software includes multi-jurisdictional features which allow the sharing of said computer software amongst different law enforcement agencies; and

WHEREAS, Kendall County operates the New World software on its current Aegis MSP server(s) in use; and

WHEREAS, the United City of Yorkville, on behalf of the Yorkville Police Department, and Kendall County, on behalf of the Sheriff's Office desire to enter into this Intergovernmental Agreement in order to provide an arrangement which would facilitate the use of New World Software by Yorkville through the use of the MSP server(s) operated by Kendall County; and

WHEREAS, the parties to this Agreement agree that the MSP server(s) operated by Kendall County has sufficient capacity at the present time to handle the New World computer software which New World intends to provide to Yorkville; and
WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind Kendall County and Yorkville respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been approved by legal counsel for the respective agencies and the respective governing bodies, if any.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.

2. Yorkville will be permitted to use the Kendall County computer network to access the MSP server(s) operated by Kendall County for the purposes of the operation of New World Software.

3. All connectivity charges, including hardware, software, services, and security, incurred in connection with Yorkville 's access to and operation of New World software via the Yorkville router on the Kendall County computer network will be paid directly by Yorkville. Kendall County will not replace or warrant any hardware used for the purposes covered by this Agreement.

4. All Yorkville New World software data will be placed solely on the Kendall County MSP server(s).

5. Kendall County will arrange for all backup and data recovery systems, in accordance with the regulations and operating procedures of Kendall County.

6. Kendall County shall have no liability to Yorkville for data which is damaged or lost as a result of the operation and/or failure of the MSP computer server(s), or the Kendall County computer network. Yorkville agrees to waive any and all claims against Kendall County regarding such data and hold them harmless for same.

7. Kendall County will arrange for scheduled system downtime for maintenance with 24 hours confirmed notice to Yorkville’s designee.

8. Kendall County will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to Yorkville, and Yorkville shall assist as may be necessary to remedy such downtime. Yorkville agrees to
waive any and all claims against Kendall County regarding such unscheduled downtime and hold them harmless for same.

9. Yorkville will administer all internal aspects of Yorkville's use of New World software, including issuance of passwords, authorizing new users, discontinuing access of former users, assignment of security levels, and similar matters.

10. Yorkville agrees to pay to Kendall County the total sum of 15% (fifteen percent) of Kendall County's annual maintenance cost for the New World software operated on said server(s). Said amount will be billed on an annual basis, with copies of all requested/necessary documentation submitted to Yorkville. Yorkville's contribution to Kendall County's maintenance cost will not be billed to Yorkville until April of each year. Yorkville will arrange for payment of its portion of said maintenance expense to Kendall County within 60 days of the request of Kendall County for reimbursement.

11. This Agreement is effective as of its last date of execution by the parties. This Agreement shall be in effect for a period of one (1) year from the date of execution, and shall automatically renew each year for a one (1) year period, for up to eight years, unless either party gives written notice to cancel renewal to the other party ninety (90) days prior to the date the agreement is scheduled to be renewed each year. For purposes of calculating the renewal date, the renewal date would fall upon the same month and day of the final signature to this agreement below.

12. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party shall hold all confidential information of the other party in trust and confidence for the party claiming confidentiality and not use such confidential information other than for the benefit of that party. The other party agrees not to disclose any such confidential information, by publication or otherwise, to any other person or organization.

13. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other comparable applicable state law, each party acknowledges and agrees that the New World software is confidential information and proprietary to New World. Each party agrees to implement all reasonable measures to safeguard New World's proprietary rights in software.

14. The parties agree that any modification to this Agreement must be in writing, signed by authorized individuals on behalf of each of the undersigned agencies.

15. The parties agree that maintenance fees associated with future purchases of additional New World products, to which the parties shall have access to, will become part of
Kendall's annual maintenance cost for the New World software and subject to terms of the Agreement. Billing for any increase in maintenance cost as a result of the purchase of additional New World products shall be deferred until the 1st day of April following the purchase and shall be paid within sixty (60) days after April 1st.

16. The parties agree that Kendall County may allow additional jurisdictions use of the New World software. Any jurisdiction wishing use of New World software as maintained by Kendall County after the execution date of this agreement shall be required to pay their fair share of the total upgrade cost for the New World Aegis MSP software and associated hardware as incurred by Kendall County by dividing the said total costs by the number of participants. Said payment shall be distributed equally by Yorkville, Kendall County and any other party that bore an equal portion of the total upgrade costs. In addition, each additional jurisdiction requesting the use of the New World software shall enter into a written Intergovernmental Agreement with terms and conditions similar to those set forth in this document and any subsequent written amendments.

17. This Agreement and the rights of the parties hereunder may not be assigned except by operation of law or agreement signed by each party, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the parties.

18. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

19. Yorkville and Kendall County shall each defend, with counsel of the other party’s own choosing, indemnify, and hold harmless the other party, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and
expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from the indemnifying party's negligent conduct in performance of their duties under this Agreement. Further, each party to this Intergovernmental Agreement agrees to indemnify and save the other party to this Agreement harmless from and against any and all judgments, suits, costs and expenses resulting from any alleged infringement of any patent or copyright of New World software by the indemnifying party.

20. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be in the Twenty-Third Judicial Circuit, Kendall County, Illinois. In case any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

21. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, to the Kendall County Sheriff, Attention: Undersheriff Harold Martin, 1102 Cornell Lane, Yorkville, Illinois, 60560, fax (630) 553-1972 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Yorkville, to: Richard T. Hart, Chief of Yorkville Police, 804 Game Farm Road, Yorkville, IL 60560.

23. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots or war. A party claiming a force majeure event ("the
claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

24. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged and agreed to by both parties.

25. Kendall County and Yorkville each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County, Illinois on behalf of the Sheriff's Office of Kendall County

United City of Yorkville, Illinois on behalf of the Yorkville Police Department

Name: ________________________ __

Name: ________________________ __

Title: Chairman, Kendall County Board

Title: ________________________ __

Date: ________________________ __

Date: ________________________ __

Attest:__________________________

Attest:__________________________

County Clerk

City Clerk
INTERGOVERNMENTAL AGREEMENT (2015)
Between the County of Kendall, on behalf of the Sheriff's Office, &
The City of Plano, on behalf of the Plano Police Department, regarding the New World
Computer System

THIS AGREEMENT is hereby entered into by and between the County of Kendall, on behalf of
the Kendall County Sheriff's Office, 111 West Fox Street, Plano, Illinois, and the City of Plano, on
behalf of the Plano Police Department, 111 E. Main St., Plano, Illinois 60545.

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10,
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 may use their credit, revenues, and other
resources to pay costs related to intergovernmental activities; and

WHEREAS, the City of Plano (hereinafter referred to as "Plano"), and the County of
Kendall, Illinois (hereinafter referred to as "Kendall County"), are units of local government
within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are
authorized to enter into intergovernmental agreements pursuant to the Intergovernmental
Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, The County of Kendall, on behalf of the Sheriff's Office has previously
purchased computer software through New World Systems, (hereinafter referred to as "New
World"); and

WHEREAS, said computer software includes multi-jurisdictional features which allow the
sharing of said computer software amongst different law enforcement agencies; and

WHEREAS, Kendall County operates the New World software on its current Aegis MSP
server(s) in use; and

WHEREAS, the City of Plano, on behalf of the Plano Police Department, and Kendall
County, on behalf of the Sheriff's Office desire to enter into this Intergovernmental Agreement
in order to provide an arrangement which would facilitate the use of New World Software by
Plano through the use of the MSP server(s) operated by Kendall County; and

WHEREAS, the parties to this Agreement agree that the MSP server(s) operated by
Kendall County has sufficient capacity at the present time to handle the New World computer
software which New World intends to provide to Plano; and

Page 1 of 6
WHEREAS, the parties that have executed this Agreement have the requisite authority to execute this Agreement, and intend by the execution of this Agreement to bind Kendall County and Plano respectively to the terms of this Agreement; and

WHEREAS, the parties to this Agreement have each had ample opportunity to review this Agreement with their respective governing bodies, if any, and that this Agreement has been approved by legal counsel for the respective agencies and the respective governing bodies, if any.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The above recitals are incorporated herein by reference.

2. Plano will be permitted to use the Kendall County computer network to access the MSP server(s) operated by Kendall County for the purposes of the operation of New World Software.

3. All connectivity charges, including hardware, software, services, and security, incurred in connection with Plano's access to and operation of New World software via the Plano router on the Kendall County computer network will be paid directly by Plano. Kendall County will not replace or warrant any hardware used for the purposes covered by this Agreement.

4. All Plano New World software data will be placed solely on the Kendall County MSP server(s).

5. Kendall County will arrange for all backup and data recovery systems, in accordance with the regulations and operating procedures of Kendall County.

6. Kendall County shall have no liability to Plano for data which is damaged or lost as a result of the operation and/or failure of the MSP computer server(s), or the Kendall County computer network. Plano agrees to waive any and all claims against Kendall County regarding such data and hold them harmless for same.

7. Kendall County will arrange for scheduled system downtime for maintenance with 24 hours confirmed notice to Plano's designee.

8. Kendall County will respond to any unscheduled downtime due to system failure or emergency situations as quickly as possible to minimize the impact to Plano, and Plano shall assist as may be necessary to remedy such downtime. Plano agrees to waive any
and all claims against Kendall County regarding such unscheduled downtime and hold
them harmless for same.

9. Plano will administer all internal aspects of Plano's use of New World software,
including issuance of passwords, authorizing new users, discontinuing access of former
users, assignment of security levels, and similar matters.

10. Plano agrees to pay to Kendall County the total sum of 15% (fifteen percent) of Kendall
County's annual maintenance cost for the New World software operated on said
server(s). Said amount will be billed on an annual basis, with copies of all
requested/necessary documentation submitted to Plano. Plano's contribution to Kendall
County's maintenance cost will not be billed to Plano until April of each year. Plano will
arrange for payment of its portion of said maintenance expense to Kendall County
within 60 days of the request of Kendall County for reimbursement.

11. This Agreement is effective as of its last date of execution by the parties. This
Agreement shall be in effect for a period of one (1) year from the date of execution, and
shall automatically renew each year for a one (1) year period, for up to eight years,
unless either party gives written notice to cancel renewal to the other party ninety (90)
days prior to the date the agreement is scheduled to be renewed each year. For
purposes of calculating the renewal date, the renewal date would fall upon the same
month and day of the final signature to this agreement below.

12. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other
comparable applicable state law, each party shall hold all confidential information of the
other party in trust and confidence for the party claiming confidentiality and not use
such confidential information other than for the benefit of that party. The other party
agrees not to disclose any such confidential information, by publication or otherwise, to
any other person or organization.

13. Subject to the requirements of the Freedom of Information Act (FOIA) and/or other
comparable applicable state law, each party acknowledges and agrees that the New
World software is confidential information and proprietary to New World. Each party
agrees to implement all reasonable measures to safeguard New World's proprietary
rights in software.

14. The parties agree that any modification to this Agreement must be in writing, signed by
authorized individuals on behalf of each of the undersigned agencies.

15. The parties agree that maintenance fees associated with future purchases of additional
New World products, to which the parties shall have access to, will become part of
Kendall's annual maintenance cost for the New World software and subject to terms of the Agreement. Billing for any increase in maintenance cost as a result of the purchase of additional New World products shall be deferred until the 1st day of April following the purchase and shall be paid within sixty (60) days after April 1st.

16. The parties agree that Kendall County may allow additional jurisdictions use of the New World software. Any jurisdiction wishing use of New World software as maintained by Kendall County after the execution date of this agreement shall be required to pay their fair share of the total upgrade cost for the New World Aegis MSP software and associated hardware as incurred by Kendall County by dividing the said total costs by the number of participants. Said payment shall be distributed equally by Plano, Kendall County and any other party that bore an equal portion of the total upgrade costs. In addition, each additional jurisdiction requesting the use of the New World software shall enter into a written Intergovernmental Agreement with terms and conditions similar to those set forth in this document and any subsequent written amendments.

17. This Agreement and the rights of the parties hereunder may not be assigned except by operation of law or agreement signed by each party, and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations, or liabilities under or by reason of such agreements. Nothing contained in this Agreement, nor any act of the parties pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the parties.

18. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

19. Plano and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify, and hold harmless the other party, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and
expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from the indemnifying party's negligent conduct in performance of their duties under this Agreement. Further, each party to this Intergovernmental Agreement agrees to indemnify and save the other party to this Agreement harmless from and against any and all judgments, suits, costs and expenses resulting from any alleged infringement of any patent or copyright of New World software by the indemnifying party.

20. All terms and provisions of this Agreement shall be governed by the laws of the State of Illinois and are subject to good faith and fair dealing implied in all Illinois contracts. The parties agree that the proper venue for this Agreement shall be in the Twenty-Third Judicial Circuit, Kendall County, Illinois. In case any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

21. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

22. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, to the Kendall County Sheriff, Attention: Undersheriff Harold Martin, 1102 Cornell Lane, Yorkville, Illinois, 60560, fax (630) 553-1972 with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Plano, to: Steven Eaves, Chief of Plano Police, 111 E. Main St., Plano, IL 60545.

23. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism and riots or war. A party claiming a force majeure event ("the
claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

24. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged and agreed to by both parties.

25. Kendall County and Plano each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the below date.

Kendall County, Illinois on behalf of the Sheriff’s Office of Kendall County

City of Plano, Illinois on behalf of the Plano Police Department

Name: __________________________

Name: __________________________

Title: Chairman, Kendall County Board

Title: __________________________

Date: __________________________

Date: __________________________

Attest:

Attest:

County Clerk

City Clerk
June 8, 2015

Via E-mail and First Class, U.S. Mail

The Honorable Jim Inhofe  
Chairman  
Committee on Environment and Public Works  
410 Dirksen Senate Office Building  
Washington, DC 20510

The Honorable Barbara Boxer  
Ranking Member  
Committee on Environment and Public Works  
456 Dirksen Senate Office Building  
Washington, DC 20510

Dear Chairman Inhofe and Ranking Member Boxer:

Congress recently passed another short-term extension of surface transportation law that will keep current spending levels constant through July 31st. This extension will expire concurrently with the Highway Trust Fund (HTF) coming close to insolvency, increasing the urgency for Congress to pass a multi-year transportation bill funded with stable revenues.

As your Committee begins work on such a bill, we would like to bring to your attention important transportation policies regarding the movement of freight we hope you will incorporate into your legislation.

Moving Ahead for Progress in the 21st Century (MAP-21) MAP laid the groundwork for a new national freight program. The law directed DOT to develop a national freight policy, identify a national priority network for investment, and create incentives for states to prepare their own freight plans. However, MAP-21 missed opportunities to comprehensively address freight network challenges by limiting this preliminary work to highways and not dedicating funding to a federal freight program.

The Chicago region has extensive freight volume that impacts the entire country’s ability to move goods and people. Between a quarter and a third of all freight in the U.S. originates, terminates, or passes through the metropolitan Chicago region and about half of the nation’s intermodal freight touches the Chicago region. Over 925 million tons of freight worth $1.3 trillion move directly into and out of the Chicago region each year. Freight bottlenecks in our region slow down the entire national transportation network and cost people and businesses money.

We encourage you to greatly expand the freight work included in MAP-21 and focus your policies in ways that will help alleviate congestion impacting us and the country. To that end, we respectfully request any freight program included in your draft transportation bill include:

- **Dedicated Funding to the Freight Program**
  A freight program should be funded with contract authority at a level of at least $2 billion/year.
June 8, 2015

Page 2

- **Multi-modal or Mode-neutral Funding Eligibility**
  A freight program should allow states, local communities, and regional planning organizations to fund projects that help move goods and people in the most efficient and safe way, regardless of whether they are road, rail, or port projects.

- **Major Metropolitan Area Focus**
  Major metropolitan areas play a critical role in managing goods movement. These regions, like the Chicago region, are key transportation hubs where bottlenecks can impact the entire country. A freight program should provide a key role for Metropolitan Planning Organizations (MPOs) in prioritizing and selecting freight projects. This role should include eligibility to apply for new national competitive grants and should ensure MPOs are involved in the planning and programming of funds in these regions.

- **Formula Funding and Chicago Region**
  If a freight program includes a formula component, the metrics used to distribute those funds should recognize the outsized role Chicago plays in our national freight system. Chicago is the nation's freight network, where we transfer shipments between modes, have the physical capacity to handle large freight volumes, extensive warehousing and logistics centers, and the appropriate skilled workforce to coordinate and manage goods movement.

- **Competitive Grant Funding Program**
  A freight program should include a competitive grant program that is also funded with contract authority and include wide-eligibility for projects of all modes, not just highways. MPOs should be eligible applicants for these grant funds.

Thank you for the consideration of our views. We look forward to working with you to provide our country with the freight transportation network that will keep us competitive in the 21st century economy.

Sincerely,

Toni Preckwinkle, President
Cook County Board of Commissioners

Chris Lauzen, Chair
Kane County Board

Dan Cronin, Chair
DuPage County Board

John Shaw, Chair
Kendall County Board
Aaron Lawlor
Chair
Lake County Board

Joseph Gottemoller, Chair
McHenry County Board

Gerald R. Bennett, Board Chair
Chicago Metropolitan Agency for Planning (CMAP)

TK:GRB/stk

cc: CMAP Region Congressional Delegation
FW: Meeting with Secretary Blankenhorn

Fran Klaas <FKlaas@co.kendall.il.us> on behalf of Poppen, Jason <jpoppen@hrgreen.com>

Fri 4/17/2015 9:37 AM

Here are the specifics of the meeting w/ Secretary Blankenhorn on June 8th. We'll plan on riding together as you suggested. Thanks.

Fran

-----Original Appointment-----
From: Poppen, Jason [mailto:jpoppen@hrgreen.com]
Sent: Wednesday, April 15, 2015 1:01 PM
To: Poppen, Jason; Hastert, Dennis (HastertD@dicksteinshapiro.com); Patty Harbin (pattyharbin@formerspeaker.org); Fran Klaas
Subject: Meeting with Secretary Blankenhorn

When: Monday, June 08, 2015 10:00 AM-11:00 AM (UTC-06:00) Central Time (US & Canada).
Where: JRTC Building, 100 W. Randolph St., Suite 6-600, Chicago

Meeting has been confirmed for June 8, 2015 at 10:00 am.

Go through Security and take the elevator to the 6th floor and go to Suite 600.

Assistant’s name is Sarah 217-782-6149

https://kcmail.co.kendall.il.us/owa/
Great!

Sarah A. Kurmann
Executive Assistant to Secretary Blankenhorn
2300 S. Dirksen Parkway, Rm. 300
Springfield, IL 62764
217-782-6149
sarah.kurmann@illinois.gov

Sarah,

I have not yet heard from Chairman Shaw confirming Monday’s appointment with Secretary Blankenhorn in Chicago. I know that he wanted to keep the appointment, but I will get a definite confirmation from him tomorrow morning when he is in the office.

Enjoy your evening!

Valarie McClain
KENDALL COUNTY ILLINOIS
Administrative Services/County Board
111 W. Fox Street, Suite 316
Yorkville IL 60560
Phone: 630/553-4171
Fax: 630/553-4124

From: Kurmann, Sarah A. [mailto:Sarah.Kurmann@illinois.gov]
Sent: Wednesday, June 03, 2015 1:39 PM
To: Valarie McClain
Subject: Monday June 8
Valerie,

The Secretary is scheduled to be in Chicago on June 8 – so if you want to still go forward w/ meeting- lets...

Please call me at 217-782-6149.

Thanks!

Illinois Department of Transportation

Sarah A. Kurmann
Executive Assistant to Secretary Blankenhorn
2300 S. Dirksen Parkway, Rm. 300
Springfield, IL 62764
217-782-6149
sarah.kurmann@illinois.gov