

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210, Yorkville IL 60560**

**Tuesday, August 17, 2021 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Agenda
5. Special Recognition
  - A. Approval of Proclamation Designating September as National Suicide Prevention Awareness Month
6. Public Comment
7. Consent Agenda
  - A. Approval of County Board Minutes from July 20, 2021
  - B. Standing Committee Minutes Approval
  - C. Approval of Claims in an amount not to exceed \$1,422,860.63
  - D. Approval of an Amendment of a Contract Between the Office of US Trustee and Kendall County for Meeting Room Space in the Kendall County Courthouse
  - E. Approval of the Purchase of a 2020 Ford F150 Truck for a Cost of \$37,885.00 by the Sheriff's Office from Morrow Brothers Ford Inc. in Accordance with the State of Illinois Bid
8. Old Business
9. New Business
  - A. Census Update from GIS Department
10. Elected Official Reports & Other Department Reports
  - A. Sheriff
  - B. County Clerk and Recorder
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
11. Standing Committee Reports
  - A. Admin
    1. Approval of Network Security Specialist Job Description
    2. Approval of Administrative Services Organizational Chart
  - B. Finance
    1. Approval of a Network Security Specialist Position to be Paid from the American Rescue Plan Act Lost Revenue Fund
    2. Approval for the Sheriff's Office to Order 3 Squad Cars to be Purchased in FY 2022
  - C. Law Justice and Legislation
    1. Approval of the purchase of mobile and portable radios and equipment and installation amount not to exceed \$59,595.30
  - D. Planning Building & Zoning
    1. Approval of Petition 21-24-Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2019-22 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Southeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township
    2. Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall
  - E. Highway
    1. Approve low bid from Traffic Control Company in the amount of \$100,007 for pavement markings on Plainfield Road
    2. Approve low bid from Truck Centers, Inc. in the amount of \$146,598 for purchase of a single axle dump truck
    3. Approve agreement for right-of-way consulting services with Mathewson Land Services in the amount of \$127,500 for work on the Collins Road Extension Project
12. Special Committee Reports

13. Other Business
14. Chairman's Report

**Appointments**

Jeff Farren – Bristol Kendall Fire Protection District – 3 year term – Expires August 2024

15. Public Comment
16. Questions from the Press
17. Executive Session
18. Adjournment

If special accommodations or arrangements are needed to attend this County meeting,  
please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

# COUNTY OF KENDALL, ILLINOIS

PROCLAMATION 21- \_\_\_\_\_

## National Suicide Prevention Awareness Month

**WHEREAS;** September is known around the United States as National Suicide Prevention Awareness Month and is intended to help promote awareness surrounding each of the Suicide Prevention resources available to us and our community. The simple goal is to learn how to help those around us and how to talk about suicide without increasing the risk of harm; and

**WHEREAS;** Suicidal thoughts can affect anyone regardless of age, gender, race, orientation, income level, religion, or background; and

**WHEREAS;** According to the CDC, each year more than 41,000 people die by suicide; and

**WHEREAS;** Suicide is the 10<sup>th</sup> leading cause of death among adults in the US, and the 2<sup>nd</sup> leading cause of death among people aged 10-24; and

**WHEREAS;** Kendall County is no different than any other community in the country, but chooses to publicly state and place our full support behind local educators, mental health professionals, athletic coaches, pack leaders, police officers, and parents, as partners in supporting our community in simply being available to one another; and

**WHEREAS;** local organizations like Suicide Prevention Services (SPS) and national organizations like the National Alliance on Mental Illness (NAMI) are on the front lines of a battle that many still refuse to discuss in public, as suicide and mental illness remain too taboo a topic to speak on; and

**WHEREAS,** every member of our community should understand that throughout life's struggles we all need the occasional reminder that we are all silently fighting our own battles; and

**WHEREAS,** I encourage all residents to take the time to inquire as to the wellbeing of their family, friends, and neighbors over the next few days and to genuinely convey their appreciation for their existence by any gesture they deem appropriate. A simple phone call, message, handshake, or hug can go a long way towards helping someone realize that suicide is not the answer.

**NOW, THEREFORE,** be it resolved that the Kendall County Board does hereby proclaim the month of September 2021, as National Suicide Prevention Awareness Month in County of Kendall, Illinois.

PRESENTED and ADOPTED by the County Board, this 17<sup>th</sup> day of August 2021.

Approved:

Attest:

\_\_\_\_\_  
Scott R. Gryder, County Board Chairman

\_\_\_\_\_  
Debbie Gillette, County Clerk and Recorder



**KENDALL COUNTY BOARD  
ADJOURNED JUNE MEETING  
July 20, 2021**

STATE OF ILLINOIS     )  
  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building 111 W Fox St, in the City of Yorkville on Tuesday, July 20, 2021 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Brian DeBolt, Elizabeth Flowers, Scott Gengler, Judy Gilmour, Matt Kellogg, Dan Koukol, Ruben Rodriguez and Robyn Vickers. Members absent: None.

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

**THE AGENDA**

Member Cesich asked that the agenda be amended to remove item #11 A 1 the item is not ready. Member DeBolt moved to approve the agenda as amended. Member Gengler seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**SPECIAL RECOGNITION**

**Parks & Recreation Month**

Member Cesich moved to approve the Proclamation designating July as Parks and Recreation Month. Member Koukol seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-16 is available in the Office of the County Clerk.

**Pretrial, Probation and Parole Supervision Week**

Member Flowers moved to approve Pretrial, Probation, and Parole Supervision Week. Member DeBolt seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-18 is available in the Office of the County Clerk.

**Purple Heart**

Member Cesich moved to approve a Proclamation honoring Kendall County Purple Heart Recipients and declaring August 7, 2021 as National Purple Heart Day. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-17 is available in the Office of the County Clerk.

**COVID-19 Volunteers**

Member Koukol moved to approve a Resolution recognizing Kendall County COVID-19 volunteers. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 21-29 is available in the Office of the County Clerk.

Juvenile Justice Council Scholarship winner Alyssa Herriad was recognized.

Chairman Gryder recognized the unexpected passing of Lisa Pickering, Yorkville City Clerk.

**PUBLIC COMMENT**

Tracy Campbell Stiles informed the board of an incident that happened to her family involving the Oswego Fire Department Paramedics lack of duty on June 12, 2021.

**CONSENT AGENDA**

Member DeBolt moved to approve the consent agenda of A) county board minutes from June 1, 2021 and June 15, 2021; B) standing committee minutes; C) claims in an amount not to exceed \$1,185,353.90 and \$1,182,999.50; D) County Credit Card for EMA Director Roger Bonuchi with a limit of \$5,000; and E) update to the Kendall County Procurement Ordinance. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll vote on the motion. All members present voting aye. Motion carried.

- C) COMBINED CLAIMS:** ADMIN \$15,658.32; ANML CNTRL WRDN \$2,560.10; BEHAV HLTH \$5,546.04; CIR CLK \$3,263.86; CIR CRT JDG \$1,385.20; COMB CRT SVS \$11,814.69; COMM ACTN SVS \$88,830.61; COMM HLTH \$9,095.50; CONTRCT SVS \$47,000.00; CORONER \$1,799.62; CORR \$7,441.47; CNTY ADMIN \$174,250.08; CNTY BRD \$91,875.15; CNTY CLK \$1,888.50; HIGHWAY \$271,775.28; TREAS \$7,059.23; ELECTN \$2,182.42; EMA \$732.92; EMPLY BFTS \$3,561.22; ENVIRO HLTH; \$3,406.47; FCLT MGMT \$20,074.82; GIS \$3,647.44; JURY COMM \$2,457.10; MERIT \$1,621.74; PBZ \$9.00; PRSDG JDGE \$1,307.84; PROB SVS \$1,120.05; PRGM SUPP \$1,204.21; ROE \$711.25; SHF \$6,405.31; STATES ATTY \$2,058.77; TECH \$30,985.21; TREAS \$842.14; UTIL \$117,887.84; VET \$5,309.15; FP \$13,125.86; SHF \$38,188.06; SHF \$17,374.05; SHF \$38,554.01; CIVL \$131,343.37
- COMBINED CLAIMS:** ADMIN \$995.26; ANML CNTRL WRDN \$2122.73; BEHAV HLTH \$6,830.76; CAP EXP \$7,187.94; CIR CLK \$1,269.89; CIR CRT JDG \$7,318.18; COMB CRT SVS \$404.75; COMM ACTN SVS \$64,319.61; COMM HLTH \$2,012.07; CORONER \$2,101.30; CORR \$38,870.67; CNTY ADMIN \$159,189.87; CNTY BRD \$42,293.02; CNTY CLK \$1,582.90; HIGHWAY \$329,633.53; ELECTN \$245.00; EMA DIR \$37.80; EMA \$1,599.40; EMPLY BFTS \$10.00; ENVIRO HLTH; \$1,653.20; FCLT MGMT \$37,635.68; GIS \$1,871.31; JURY COMM \$3,211.64; MERIT \$1,282.00; PBZ SNR \$1,190.62; PBZ \$3,606.48; PSTGE \$1,848.98; PRSDG JDGE \$11,190.17; PROB SVS \$10,192.22; PRGM SUPP \$75.40; PUB DEF \$1,268.56; ROE \$6,513.76; SHF \$43,865.73; STATES ATTY \$3,208.42; TECH \$5,846.41; UTIL \$55,192.43; VET \$3,393.00; FP \$14,389.79; SHF \$11,649.48; SHF \$66,889.54; CIVL \$229,000.00
- D)** A complete copy of Ordinance 21-15 is available in the Office of the County Clerk.

**NEW BUSINESS**

**.GOV Domain**

Member Cesich moved to approve a request from .GOV Domain Registration for the domain name kendallcountyil.gov. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Baird stated that the 6 month report has been filed with the County Clerk’s Office. The Sheriff’s Office has received the “Gold Standard” from Lexipol for their current policies and procedures. August 3, 2021 is National Night Out.

**County Clerk**

Revenue Report		6/1/21-6/30/21	6/1/20-6/30/20	6/1/19-6/30/19
Line Item	Fund	Revenue	Revenue	Revenue
CLKFEE	County Clerk Fees	\$1,389.50	\$1,251.00	\$835.50
MARFEE	County Clerk Fees - Marriage License	\$2,100.00	\$2,220.00	\$1,890.00
CIVFEE	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$80.00	\$50.00	
CRTCOP	County Clerk Fees - Certified Copy	\$1,820.00	\$1,776.00	
NOTARY	County Clerk Fees - Notary	\$270.00	\$345.00	
MISINC	County Clerk Fees - Misc	\$63.00	\$65.00	\$2,337.50
	County Clerk Fees - Misc Total	\$5,752.50	\$5,707.00	\$5,063.00
RECFEE	County Clerk Fees - Recording	\$47,813.00	\$41,902.00	\$28,726.00
	Total County Clerk Fees	\$53,565.50	\$47,609.00	\$33,789.00
CTYREV	County Revenue	\$67,905.50	\$41,736.75	\$44,260.00
DCSTOR	Doc Storage	\$27,903.50	\$24,660.00	\$16,633.50
GISMAP	GIS Mapping	\$88,380.00	\$78,030.00	\$28,084.00
GISRCD	GIS Recording	\$5,892.00	\$5,202.00	\$3,512.00

INTRST	Interest	\$34.13	\$24.24	\$15.03
RECMIS	Recorder's Misc	\$5,927.25	\$1,041.00	\$4,167.00
RHSP	RHSP/Housing Surcharge	\$25,011.00	\$22,518.00	\$15,039.00
TAXCRT	Tax Certificate Fee	\$1,640.00	\$1,040.00	\$1,640.00
TAXFEE	Tax Sale Fees	\$55.00	\$601.00	\$0.00
PSTFEE	Postage Fees			\$0.00
CK #				
19256	To KC Treasurer	\$276,313.88	\$222,461.99	\$147,139.53

**Treasurer**

Office of Jill Ferko  
Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR SEVEN MONTHS ENDED 06/30/2021.

<u>REVENUES*</u>	Annual <u>Budget</u>	2021 YTD <u>Actual</u>	2021 YTD% <u>%</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$348,643	89.40%	\$236,005	60.51%
State Income Tax	\$2,300,000	\$1,841,846	80.08%	\$1,473,583	64.07%
Local Use Tax	\$900,000	\$476,635	52.96%	\$546,432	78.06%
State Sales Tax	\$530,000	\$238,636	45.03%	\$334,002	60.73%
County Clerk Fees	\$325,000	\$301,367	92.73%	\$231,228	71.15%
Circuit Clerk Fees	\$1,220,000	\$687,770	56.37%	\$609,581	45.15%
Fines & Foreits/St Atty.	\$275,000	\$148,119	53.86%	\$160,372	53.46%
Building and Zoning	\$68,000	\$92,003	135.30%	\$66,500	97.79%
Interest Income	\$100,000	\$12,513	12.51%	\$125,655	62.83%
Health Insurance - Empl. Ded.	\$1,467,439	\$188,029	12.81%	\$714,054	56.37%
1/4 Cent Sales Tax	\$3,075,000	\$1,495,527	48.64%	\$1,777,219	57.24%
County Real Estate Transf Tax	\$450,000	\$318,220	70.72%	\$288,621	67.91%

Federal Inmate Revenue	\$2,044,000	\$926,400	45.32%	\$1,328,880	65.01%
Sheriff Fees	\$140,000	\$49,881	35.63%	\$59,884	35.23%
<b>TOTALS</b>	<b>\$13,284,439</b>	<b>\$7,125,590</b>	<b>53.64%</b>	<b>\$7,952,015</b>	<b>60.27%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,250,000</b>	<b>\$2,593,760</b>	<b>49.40%</b>	<b>\$3,068,322</b>	<b>57.63%</b>
<b>Transportation Sales Tax</b>	<b>\$5,250,000</b>	<b>\$2,593,760</b>	<b>49.40%</b>	<b>\$3,068,322</b>	<b>51.14%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 7 months the revenue and expense should at 58.33%

**\*\*PLEASE NOTE, THE AMOUNTS BEING REPORTED NOW REFLECT ALL ACCRUALS NOTED IN THE AUDIT. THEREFORE COMPARING PRIOR YEAR REVENUES TO LAST YEAR REVENUES IS NOT A GOOD COMPARISON.**

EXPENDITURE  
S

All General Fund Offices/Categories

\$31,020,242	\$15,676,929	50.54%	\$15,584,279	52.72%
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**Clerk of the Court**

Circuit Clerk Matthew Prochaska presented the report for June 2021.

**State's Attorney**

State's Attorney Eric Weis that the Mental Health Court has 3 participants and 12-15 in the application process.

**Coroner**

Coroner Jacquie Purcell reviewed the monthly report for June 2021.

**Health Department**

Health Department Director RaeAnn VanGundy thanked the board for recognizing the over 400 COVID volunteers. They have vaccination clinics at the Health Department on Thursdays from 3:00-6:00pm and Fridays from 9:00-11:00am.

**Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti stated that 537 disabled veterans and 477 disabled persons renewal forms have been sent out. This equates to \$37.9 million in EAV that is removed from the tax rolls which is about \$72 extra for other taxpayers.

**STANDING COMMITTEE REPORTS**

**Admin**

**Kluber Architects**

Removed from the agenda.

**Planning, Building & Zoning**

**Petition 21-19**

Member Gengler moved to approve Petition 21-19 request from Wanda and Thomas Hogan for a Special Use Permit on A-1 Zoned Property for a market (sale of agricultural products, pottery, art and home décor not produced on premises) at 14975 Brisbin Road (PIN: 08-13-400-013) in Lisbon Township. Member Gilmour seconded the motion.

Member DeBolt moved to amend the motion to approve Petition 21-19 request from Wanda and Thomas Hogan for a Special Use Permit on A-1 Zoned Property for a market (sale of agricultural products, pottery, art and home décor not produced on premises) at 14975 Brisbin Road (PIN: 08-13-400-013) in Lisbon Township to have the sunset timeline date of October 31, 2031. Member Gengler seconded the motion.

Senior Planner Matt Asselmeier informed the board of the changes made to the request – additional parking spaces, added a fence, fire extinguishers and first aid kits added and the timeline of the market.

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

Chairman Gryder asked for a roll call vote on the amended motion. All members present voting aye except Kellogg. **Motion carried 9-1.**

A complete copy of Ordinance 21-16 is available in the Office of the County Clerk.

## **Animal Control**

### **Standard Operating Procedures**

Member Cesich moved to approve the proposed changes to Section II Staff of the Animal Control Standard Operating Procedures. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Law Justice and Legislation**

### **Public Defender Salary**

Member Gilmour moved to approve the setting of the salary for the Kendall County Public Defender in the amount of \$165,090.76 effective July 1, 2021. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Highway**

### **ReBuild Illinois - Eldamain Road**

Member DeBolt moved to approve the resolution for improvement under the Illinois Highway Code appropriating \$2,738,443.44 of ReBuild Illinois Bond Funds for Eldamain Road construction. Member Gengler seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 21-30 is available in the Office of the County Clerk.

## **Low Bid**

Member Cesich moved to approve the low bid of Denler, Inc. in the amount of \$94,500 for crack filling approximately 19 miles of Kendall County Highways. Member Rodriguez seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 21-31 is available in the Office of the County Clerk.

## **Preliminary Engineering**

Member Cesich moved to approve the Preliminary Engineering Services Agreement between Kendall County and WBK Engineering, LLC for design of drainage improvements at the intersection of Newark Road and Lisbon Road in an amount not to exceed \$53,821. Member DeBolt seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 21-19 is available in the Office of the County Clerk.

## **KC-TAP Fund**



Member Cesich moved to approve the award of \$76,000 to the Kendall County Forest Preserve District from the KC-TAP Fund for local share of costs of a multi-use path along Route 71 between Route 126 and Orchard Road. Member DeBolt seconded the motion.

Members discussed the award being over \$50,000 and that the funds would be available in the future due to the fact that the bills should not come in for several years so there is time to build up the fund.

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

### **Facilities**

Member DeBolt updated the board on the property located at 107 W Madison St, demolition is scheduled for the first week of August.

## **SPECIAL COMMITTEE REPORTS**

### **Juvenile Justice Council**

Member Gilmour stated that the SKY run will be on September 25, 2021.

### **Chairman's Report**

Member Rodriguez moved to approve the appointments. Member DeBolt seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

### **Appointments**

Dan Koukol – Upper Illinois River Valley Development Authority – 2 year term – Expires June 2023  
Elizabeth Flowers – Historic Preservation Commission – 5 year term – Expires July 2026  
Dan Koukol – Workforce Development – 2 year term – Expires July 2023

## **ADJOURNMENT**

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

Approved and submitted this 22nd day of July, 2021.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

## HIGHWAY COMMITTEE MINUTES

**DATE:** August 10, 2021  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Scott Gryder, Amy Cesich, Matt Kellogg & Scott Gengler  
**STAFF PRESENT:** Michele Riley and Francis Klaas  
**ALSO PRESENT:** Ryan Sikes

The committee meeting convened at 3:30 P.M. with roll call of committee members. DeBolt absent. Quorum established.

Motion Kellogg; second Gengler, to approve the agenda as presented. Motion approved unanimously.

Motion Gengler; second Kellogg, to approve the Highway Committee meeting minutes from July 13, 2021. Motion approved unanimously.

Motion Cesich; second Gengler to recommend approval of the low bid from Traffic Control Company in the amount of \$100,007 for pavement markings on Plainfield Road. Klaas reported that there were 5 bidders on this project, and the low bidder was substantially under the engineer's estimate. The project includes work to completely replace all the pavement markings on Plainfield Road between Grove Road and Ridge Road. Due to the relatively high traffic on Plainfield Road, and its curvilinear nature, the new pavement markings will be recessed slightly into the pavement. This should make them stay much brighter in appearance for a longer period of time. Many other transportation agencies are beginning to move toward the recessed markings. They are more expensive, but last much longer. Motion approved unanimously.

Motion Cesich; second Kellogg, to approve the low bid from Truck Centers, Inc. in the amount of \$146,598 for purchase of a single axle dump truck. Klaas reported that this truck will not be completely finished and paid for until FY 22; but considering that equipment is so hard to get right now, was encouraged by Finance Chairman Kellogg to get the order in the works. In fact, this truck will likely get delivered before the dump truck that was ordered last year. There will be some additional costs incurred to add a plow, auger and spinner; but the total price will be in line with expected and budgeted costs. Gengler asked about what would be done with trucks that the County gets rid of. Klaas indicated that they are first offered to other governmental agencies, and if no takers, they are then bid out for the best price. Motion approved unanimously.

Motion Kellogg; second Gengler to recommend approval of an agreement for right-of-way consulting services with Mathewson Land Services in the amount of \$127,500 for work on the Collins Road Extension Project. Limits of necessary land acquisition have finally been identified for this project. Mathewson has worked on several other high profile projects for the County, and has done outstanding work according to County Engineer, Klaas. Gryder asked when the project would actually be completed. Klaas estimated that construction would be completed in 2024. He also reminded the committee that local agencies do not have quick take powers; so if any of the parcels get tied up in condemnation, it could mess up the schedule. The committee then discussed specific aspects of the project, including the proposed bike path that ties into the Hunt Club Subdivision. Gryder also asked if this high priority project could be moved up in the

schedule. Klaas didn't think so due to the federal and state funding in the project, which are both programmed for 2023. Motion approved unanimously.

Under Chairman's Report, Gryder alerted the committee to a local petition that requested improvements to the intersection of Plainfield Road and Woolley Road. He also asked if any traffic studies have been done in that area. Klaas reported that the Highway Department had not done any recent traffic studies; but he was not opposed to looking at it. Traffic in the area has increased quite a bit in the past 5 to 10 years. Klaas suggested that the committee could consider adding this to the next update of the County's 5-Year Plan, which will be considered as early as next month. Gryder suggested that perhaps the County should look at the entire Plainfield corridor, since growth is really surging back around Oswego.

Klaas provided updates on several construction projects ongoing in the County.

Motion Cesich; second Gengler, to forward Highway Department bills for the month of August in the amount of \$708,946.20 to the Finance Committee for approval. By roll call vote, motion approved unanimously.

Motion Gengler; second Kellogg, to adjourn the meeting at 3:52 P.M. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Low bid from Traffic Control Company in the amount of \$100,007 for pavement markings on Plainfield Road
2. Low bid from Truck Centers, Inc. in the amount of \$146,598 for purchase of a single axle dump truck
3. Agreement for right-of-way consulting services with Mathewson Land Services in the amount of \$127,500 for work on the Collins Road Extension Project

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

*Kendall County Office Building*

*Rooms 209 and 210*

*111 W. Fox Street, Yorkville, Illinois*

**6:30 p.m.**

**Meeting Minutes of August 9, 2021 – Unofficial until Approved**

**CALL TO ORDER**

The meeting was called to order by Chairman Gengler at 6:30 p.m.

**ROLL CALL**

Committee Members Present: Scott Gengler (Chairman), Judy Gilmour (Vice-Chairwoman), Dan Koukol, and Robyn Vickers

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Kurt Buhle, Jeanette Buhle, John Vogt, and Steve Graves

**APPROVAL OF AGENDA**

Member Gilmour made a motion, seconded by Member Vickers, to approve the agenda with an amendment laying over Petition 21-26 until the September meeting. With a voice vote of four (4) ayes, the motion carried.

**APPROVAL OF MINUTES**

Member Koukol made a motion, seconded by Member Vickers, to approve the minutes of the July 12, 2021, meeting. With a voice vote of four (4) ayes, the motion carried.

**PUBLIC COMMENT**

Kurt Buhle distributed a handout outlining his concerns regarding the proposed amendment to the special use permit at 10978 Crimmin Road. In addition to the concern, the handout included violations to the existing special use permit. He expressed concerns about enforcement of the existing rules and concerns that the owners at 10978 Crimmin Road will not follow the new and existing rules.

John Vogt felt that the proposed changes to the special use permit at 10978 Crimmin Road would create a nuisance and depreciate the value of his property. He expressed concerns about disc jockeys controlling the sound level at the property; the owners at 10978 Crimmin Road did not have control the noise level. He stated that sound carries in the area.

Jeanette Buhle noted that the owners at 10978 Crimmin Road realize that they were being watched and they were on their best behavior.

Steve Graves expressed concerns about safety on Crimmin Road. He felt that Crimmin Road was an unsafe road and that increasing traffic on Crimmin Road was not a good idea.

## **EXPENDITURE REPORT**

The Committee reviewed the expenditure report from July 2021. Member Koukol made a motion, seconded by Member Gilmour, to forward the bills to the Finance Committee. With a voice vote of four (4) ayes, the motion carried.

## **PETITIONS**

*Petition 21-24 Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner)*

Mr. Asselmeier summarized the request.

In December 2004, through Ordinance 2004-43, the Kendall County Board approved a special use permit for the placement of an off-premise advertising sign at the subject property. The special use permit was renewed in 2017 through Ordinance 2017-14. The special use was renewed again in 2019 through Ordinance 2019-22. Restriction Number 2.C of the 2019 special use permit renewal and Section 12:06.A.4 require the owner to either remove the sign or to renew the special use permit every two (2) years. The site plan and picture of the sign were provided.

The property is located at the southeast corner of Route 34 and Hafenrichter (Farnsworth) in Oswego Township. The property is zoned M-2.

The Land Resource Management Plan calls for the property to be commercial and suburban residential. Aurora's Comprehensive Plan calls for the property to be commercial.

Route 34 is maintained by IDOT. Hafenrichter/Farnsworth is a Local Road Maintained by Oswego Township. Aurora has a trail planned along Hafenrichter.

There were no wetlands or floodplain on the property.

The adjacent land uses were agricultural, residential, commercial, and industrial.

The adjacent zoning districts were M-2 in the County and R-1 (S), R-5 (S), and B-2 (S) in Aurora.

Aurora's Future Land Use Map called for the area to be Low- and Medium-Density Residential, Commercial, Light Industrial, and Industrial.

Nearby zoning districts included A-1, R-3, B-3, M-1 SU, M-2 SU, in Kendall County and various districts in Aurora, Kane County, Will County, and DuPage County.

EocCat and Natural Resource Inventory not required.

Petition information was sent to Oswego Township on June 10, 2021. No comments were received.

Petition information was sent to the City of Aurora on June 10, 2021. The property owner was in annexation negotiations with the City of Aurora. Aurora sent an email on June 10, 2021, expressing no objections, but the sign would be removed upon annexation into Aurora. This email was provided.

Petition information was sent to Oswego Fire Protection District on June 10, 2021. Oswego Fire Protection District submitted an email on June 10, 2021, stating they had no comments regarding the request. This email was provided.

ZPAC reviewed this proposal at their meeting on July 6, 2021. ZPAC recommended approval of the request by vote of six (6) in favor and zero (0) in opposition with four (4) members absent. The minutes of the meeting were provided.

The Kendall County Regional Planning Commission reviewed this proposal at their meeting on July 28, 2021. There were no comments or questions regarding the proposal. The Kendall County Regional Planning Commission recommended approval of the request by a vote of eight (8) in favor and zero (0) in opposition with two (2) members absent. The minutes of the meeting were provided.

The Kendall County Zoning Board of Appeals held a public hearing on this proposal on August 2, 2021. No members of the public testified in favor or in opposition to this request. To date, there have been no complaints regarding this billboard. The Kendall County Zoning Board of Appeals recommended approval with conditions by a vote four (4) in favor and zero (0) in opposition with three (3) members absent. The minutes of the hearing were provided.

The sign is twelve feet by sixteen feet (12' X 16') in size. There will be fourteen feet (14') from the ground to the top of the sign. Renderings of the sign and the petitioner's application (including lease, findings of fact, and site plan) were provided.

The petitioner desires to renew the special use permit awarded by Ordinance 2004-43 and renewed by Ordinance 2017-14 with no changes in restrictions. These ordinances were provided.

The restrictions imposed by Ordinance 2019-22 include:

1. The sign shall look substantially in the form as shown in the attached Exhibit.
2. The sign shall be located substantially in the location depicted on the attached Site Plan.
3. The sign will be removed or Pulte Group (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
4. The sign will not be illuminated.
5. The advertising on the sign is restricted to Pulte Group's residential development.
6. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
7. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
8. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

The appearance of the signs was included as Exhibits C and D in Ordinance 2019-22.

Pursuant to Section 12:06.A.4, real estate and development signs may be located offsite for a period not to exceed two (2) years, provided a special use permit is issued.

A picture of the sign was provided.

Since the sign was pre-existing, a building permit would not be required.

Access concerns, parking concerns, and screening concerns were not applicable.

A trail was planned along Hafenrichter. However, the City of Aurora has not previously requested a right-of-way dedication.

The sign will not be illuminated.

No portion of the property was in a flood area and no wetlands existed on the property. No stormwater issues were anticipated by the proposal.

No easements were believed to be impacted by the proposed sign.

The Findings of Fact were 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. Provided that the sign remains at its current location, the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the public.

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. True, the proposed special use will not negatively impact adjoining properties.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This requirement is not applicable because the proposed special use does not require utilities, access roads, points of ingress and egress, drainage or other facilities.

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 Zoning Board of Appeals. True, the proposed special use shall conform to the applicable regulations of the district.

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. True, the proposed special use is consistent with the purposes and objectives of the Land Resource Management Plan.

If approved, Staff recommended the following conditions be included in the approving special use ordinance:

1. The rendering of the sign and map depicting the location of the sign shall be Exhibits in the approval ordinance.
2. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
3. The sign will not be illuminated.
4. The advertising on the sign is restricted to Pulte Home Corporation's residential development.
5. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
6. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
7. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.

The draft ordinance was provided.

Chairman Gengler asked if this was the only billboard in the County. Mr. Asselmeier responded this was the only billboard that falls under these regulations. There were approximately six (6) billboards in the unincorporated area.

Member Koukol made a motion, seconded by Member Vickers, to recommend approval of the proposal to the County Board.

With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on August 17, 2021, on the consent agenda.

Member Gilmour asked if they will need permission from both Aurora and Kendall County if the property is annexed to Aurora. Mr. Asselmeier responded that it was his understanding that the billboard will be removed upon annexation to Aurora.

### **NEW BUSINESS**

*Approval of a Request from Mark Nichols for a Refund in the Amount of \$388.00 for an Unused Garage Addition Permit at 6145 Whitetail Ridge Drive (PIN: 05-12-226-013) in Kendall Township*

Mr. Asselmeier summarized the request. The Petitioner no longer wishes to construct the garage as originally planned.



Member Vickers made a motion, seconded by Member Gilmour, to approve the refund as requested. With a voice vote of four (4) ayes, the motion carried.

*Approval of a Request from Michael Isadore to Renew the Special Use Permit for Swimming Lessons Granted by Ordinance 1982-02 at 15331 Burr Oak Road, Plano*

Mr. Asselmeier summarized the request.

In 1982, the Kendall County Board granted a special use permit for swimming lessons at 15331 Burr Oak Road (Ordinance 1982-2). Restriction #1 of this special use permit required annual renewal by the County Board/Committee.

On July 12, 2021, the property owner, Michael Isadore, submitted an email requesting the special use permit be renewed.

Member Vickers made a motion, seconded by Member Koukol, to approve the renewal as requested.

Chairman Gengler asked if this request was one (1) of the few that have to be renewed annually. Mr. Asselmeier responded that this request was the only special use permit that had to be renewed in this manner because of the language in the special use permit. Chairman Gengler asked why the Petitioner did not request to amend the special use permit to remove the requirement. Mr. Asselmeier responded that the cost of amending the special use permit compared with the cost in time to send an email requesting annual renewal made it cheaper for the Petitioner to simply ask for renewal every year.

With a voice vote of four (4) ayes, the motion carried.

*Approval of an Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan, and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall*

Mr. Asselmeier summarized the request.

The agreement between the Village of Millbrook and Kendall County allowing the County to provide Planning, Building and Zoning Department related services expires in September.

No changes from the previous contract are proposed.

During the current agreement period, the County conducted 2 investigations in Millbrook and issued 4 permits with 9 inspections.

The Village of Millbrook approved the proposal at their meeting in July.

A copy of the proposed Intergovernmental Agreement was provided.

Member Koukol made a motion, seconded by Member Vickers, to approve the renewal as requested. With a voice vote of four (4) ayes, the motion carried.

The proposal goes to the County Board on August 17, 2021, on the consent agenda.

### NPDES Survey Results

Mr. Asselmeier noted that only three (3) townships responded, Na-Au-Say, Oswego, and Lisbon, compared to four (4) last year. He also noted that none of the townships utilize the County's website for stormwater information or volunteer opportunities. He stated river cleanups were not a popular choice for volunteer opportunities. The townships felt that the County does not provide adequate training and that the County was not doing the necessary steps to reduce flooding.

The surveys were mailed to Township Clerks with copies emailed to Township Supervisors.

Member Gilmour suggested emailing the surveys to Township Trustees and Highway Commissioners.

### July 31, 2021 Meet the Code Official Event

Mr. Asselmeier reported that Brian Holdiman held an event at the Ace Hardware in Oswego. Approximately twelve (12) people met with him. This was the first time that this event occurred in the Village of Oswego; a similar event occurred previously in Yorkville.

### **OLD BUSINESS**

#### Discussion of Scheduling a Special Planning, Building and Zoning Committee Meeting in Boulder Hill; Committee Could Select a Date, Time, Location, and Agenda Items for the Special Meeting

Mr. Asselmeier presented a draft agenda for the meeting and reported that Oswego Township had no objections with using their building provided the meeting date did not conflict the regular Oswego Township Board meeting.

Discussion occurred regarding having the meeting coincide with the Boulder Hill Neighborhood Watch meeting.

The consensus of the Committee was to have the meeting on October 21, 2021, at 6:30 p.m., at the Oswego Township Hall on Boulder Hill Pass. The meeting would be held in addition to the Committee's regular meeting.

Mr. Asselmeier will confirm the date and time with Oswego Township. Mr. Asselmeier will see if Oswego Township Inspector Rob DeLong is available to attend to discuss Township regulations and enforcement.

Member Vickers suggested discussing Oswego Townships towing regulations when snow storms occur.

Discussion occurred regarding gardening regulations. This item will be discussed at the September Planning, Building and Zoning Committee agenda.

### **REVIEW VIOLATION REPORT**

The Committee reviewed the violation report.

### **REVIEW NON-VIOLATION REPORT**

The Committee reviewed the non-violation report.

## **UPDATE FOR HISTORIC PRESERVATION COMMISSION**

### **August 16, 2021 Meeting at Lyon Farm**

Mr. Asselmeier provided the invitation letter for the August 16<sup>th</sup> meeting.

### **Changing the Start Time of Meetings from 6:30 p.m. to 6:00 p.m.**

Mr. Asselmeier report the Commission was considering changing the start time of their meetings.

## **REVIEW PERMIT REPORT**

The Committee reviewed the report.

## **REVIEW REVENUE REPORT**

The Committee reviewed the report.

## **CORRESPONDENCE**

### **July 16, 2021, Letter from Bright Farms Regarding Annexation Hearing for PIN: 01-12-400-006 Into the City of Plano**

The Committee reviewed the letter.

## **COMMENTS FROM THE PRESS**

None

Member Koukol thanked Mr. Asselmeier and Brian Holdiman for their work addressing some zoning issues.

Member Koukol asked Mr. Asselmeier about addressing issues at Caterpillar. Mr. Asselmeier explained the assignment of addresses using information from KenCom and the Oswego Fire Protection District. GIS was examining the issue.

## **EXECUTIVE SESSION**

None

## **ADJOURNMENT**

Member Vickers made a motion, seconded by Member Gilmour, to adjourn. With a voice vote of four ayes, the motion carried.

Chairman Gengler adjourned the meeting at 7:20 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, CFM Senior Planner

Enc.

<b>AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT</b>		1. CONTRACT ID CODE 15JUST20P00000575	PAGE OF PAGES 1 30
2. AMENDMENT/MODIFICATION NUMBER P00001	3. EFFECTIVE DATE 10/01/2021	4. REQUISITION/PURCHASE REQUISITION NUMBER See Lines	5. PROJECT NUMBER (If applicable)
6. ISSUED BY Executive Office for U.S. Trustees Executive Office for U.S. Trustees 441 G Street, NW; Suite 6150 Washington, DC 20530	CODE 15JUST	7. ADMINISTERED BY (If other than Item 6) Executive Office for U.S. Trustees Office of Procurement and Property 441 G Street, NW; Suite 6150 Washington, DC 20530	
8. NAME AND ADDRESS OF CONTRACTOR (Number, street, country, state and ZIP Code) KENDALL, COUNTY OF Doing Business As: DEPARTMENT OF ADMINISTRATION 111 W FOX ST YORKVILLE, IL 60560-1621 DUNS: 361779440		(X)	9A. AMENDMENT OF SOLICITATION NUMBER
CODE 366006598 FACILITY CODE 361779440			9B. DATED (SEE ITEM 11)
		X	10A. MODIFICATION OF CONTRACT/ORDER NUMBER 15JUST20P00000575
			10B. DATED (SEE ITEM 13) 10/01/2020

**11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS**

The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers  is extended,  is not extended.

Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning \_\_\_\_\_ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or electronic communication which includes a reference to the solicitation and amendment numbers. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or electronic communication, provided each letter or electronic communication makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.

12. ACCOUNTING AND APPROPRIATION DATA (If required)

OBD-2020-5073XSPA-JUSTP0744-JUSTPR11CHI-JUSTP-JUSTP341-23201-2020

**13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS.  
IT MODIFIES THE CONTRACT/ORDER NUMBER AS DESCRIBED IN ITEM 14.**

CHECK ONE	A. THIS CHANGE ORDER IS ISSUED PURSUANT TO: (Specify authority) THE CHANGES SET FORTH IN ITEM 14 ARE MADE IN THE CONTRACT ORDER NUMBER IN ITEM 10A.
	B. THE ABOVE NUMBERED CONTRACT/ORDER IS MODIFIED TO REFLECT THE ADMINISTRATIVE CHANGES (such as changes in paying office, appropriation date, etc.) SET FORTH IN ITEM 14, PURSUANT TO THE AUTHORITY OF FAR 43.103(b).
	C. THIS SUPPLEMENTAL AGREEMENT IS ENTERED INTO PURSUANT TO AUTHORITY OF:
X	D. OTHER (Specify type of modification and authority)

**E. IMPORTANT:** Contractor  is not,  is required to sign this document and return copies to the issuing office.

14. DESCRIPTION OF AMENDMENT/MODIFICATION (Organized by UCF section headings, including solicitation/contract subject matter where feasible.)

Exercise Option IAW 52.217-8 and the criterion of FAR Part 17.207 (c), (d) and (e).

Except as provided herein, all terms and conditions of the document referenced in Item 9A or 10A, as heretofore changed, remains unchanged and in full force and effect.

15A. NAME AND TITLE OF SIGNER (Type or print)		16A. NAME AND TITLE OF CONTRACTING OFFICER (Type or print) Janel C Bomann	
15B. CONTRACTOR/OFFEROR  (Signature of person authorized to sign)	15C. DATE SIGNED	16B. UNITED STATES OF AMERICA By _____ (Signature of Contracting Officer)	16C. DATE SIGNED 08/06/2021

Previous edition unusable

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**Section 2 - Commodity or Services Schedule**

PROVIDE MEETING ROOM SPACE FOR THE OFFICE OF THE UNITED STATES TRUSTEE (OUST) IN YORKVILLE, IL TO CONDUCT SECTION 341 MEETINGS OF DEBTORS AND CREDITORS.

**SCHEDULE OF SUPPLIES/SERVICES**

CONTINUATION SHEET

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001	<p>PROVIDE MEETING ROOM SPACE FOR THE OFFICE OF THE UNITED STATES TRUSTEE (OUST) IN KENDALL COUNTY TO CONDUCT SECTION 341 MEETINGS OF DEBTORS AND CREDITORS FOR THE PERIOD OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.</p> <p>PROVIDE MEETING ROOM SPACE FOR THE OFFICE OF THE UNITED STATES TRUSTEE (OUST) IN YORKVILLE, IL TO CONDUCT SECTION 341 MEETINGS OF DEBTORS AND CREDITORS FOR THE PERIOD OCTOBER 1, 2020 THROUGH SEPTEMBER 30, 2021.</p> <p>THE OUST ESTIMATES THAT THE SPACE WILL BE NEEDED FOR APPROXIMATELY 12 DAILY MEETING ROOM RENTALS FOR THE YEAR AT THE DAILY RENTAL RATE OF \$350.00, AND WILL CONTACT YOU TO SCHEDULE THE MEETING DATES.</p> <p>THIS IS THE GOVERNMENT'S BEST ESTIMATE. THE NUMBER OF DAYS PER MONTH COULD BE GREATER, OR LESS, THAN THE NUMBER STATED ABOVE. THE GOVERNMENT WILL ONLY PAY FOR THOSE DAYS/DATES THAT THE MEETING ROOM SPACE IS SCHEDULED AND USED.</p> <p>THE GOVERNMENT POINT OF CONTACT WILL BE MARIA YAPAN WHO CAN BE REACHED AT 312-886-2813.</p> <p>***** INVOICE PROCEDURES *****</p> <p>INVOICES SHOULD BE SENT BY WAY OF EMAIL TO MARIA.E.YAPAN@USDOJ.GOV AND THE SUBJECT LINE SHOULD INCLUDE "MEETING ROOM INVOICE ATTACHED". SHOULD EMAIL BE UNAVAILABLE TO YOU, THE MAILING ADDRESS IS:</p> <p>OFFICE OF THE U.S. TRUSTEE 219 S. DEARBORN STREET, SUITE 873 CHICAGO, IL 60604</p> <p>*****ELECTRONIC FUNDS PAYMENT*****</p> <p>BECAUSE THE GOVERNMENT IS REQUIRED TO MAKE PAYMENTS USING ELECTRONIC FUNDS TRANSFER (EFT), YOU MUST INCLUDE WITH YOUR INVOICE, BANKING INFORMATION NECESSARY FOR EFT PAYMENTS (I.E., BANK ROUTING NUMBER, ACCOUNT NUMBER AND ACCOUNT TYPE). EFT PAYMENTS ARE THE MOST EFFICIENT MANNER IN WHICH TO RECEIVE PAYMENT.</p> <p>***** INVOICE INFORMATION *****</p> <p>THE INVOICE MUST ALSO INCLUDE AN INVOICE NUMBER, THIS PURCHASE ORDER NUMBER, YOUR FEDERAL TAX IDENTIFICATION NUMBER (TIN), AND YOUR DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER.</p> <p>INVOICES SHOULD BE SUBMITTED MONTHLY AND MUST LIST THE DATE OF EACH MEETING THAT HAS OCCURRED FOR THE SELECTED BILLING PERIOD.</p> <p>YOUR COOPERATION WITH THESE INVOICING PROCEDURES IS GREATLY APPRECIATED AND WILL ENSURE PROMPT PAYMENT OF YOUR INVOICE.</p> <p>Firm Fixed Price</p> <p>PSC: X1AB</p> <p><b>Line Period of Performance:</b> 10/01/2020 - 09/30/2021</p> <p>Base Period</p>	<p>Previous :  12  Change: 0  Current : 12</p>	EA	<p>Previous:  \$350.0000  Change:  \$0.0000  Current:  \$350.0000</p>	<p>Previous: \$4,200.00  Change: \$0.00  Current: \$4,200.00</p>
ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT

0002	<p>PROVIDE MEETING ROOM SPACE FOR THE OFFICE OF THE UNITED STATES TRUSTEE (OUST) IN KENDALL COUNTY TO CONDUCT SECTION 341 MEETINGS OF DEBTORS AND CREDITORS</p> <p>THE OUST ESTIMATES THAT THE SPACE WILL BE NEEDED FOR APPROXIMATELY 12 DAILY MEETING ROOM RENTALS FOR THE YEAR AT THE DAILY RENTAL RATE OF \$350.00, AND WILL CONTACT YOU TO SCHEDULE THE MEETING DATES.</p> <p>THIS IS THE GOVERNMENT'S BEST ESTIMATE. THE NUMBER OF DAYS PER MONTH COULD BE GREATER, OR LESS, THAN THE NUMBER STATED ABOVE. THE GOVERNMENT WILL ONLY PAY FOR THOSE DAYS/DATES THAT THE MEETING ROOM SPACE IS SCHEDULED AND USED.</p> <p>THE GOVERNMENT POINT OF CONTACT WILL BE MARIA YAPAN WHO CAN BE REACHED AT 312-886-2813.</p> <p>***** INVOICE PROCEDURES *****</p> <p>INVOICES SHOULD BE SENT BY WAY OF EMAIL TO UST.PROCUREMENT.INVOICE@USDOJ.GOV WITH A CC TO MARIA.E. YAPAN@USDOJ.GOV AND THE SUBJECT LINE SHOULD INCLUDE "MEETING ROOM INVOICE ATTACHED".</p> <p>Firm Fixed Price</p> <p>PSC: X1AB</p> <p><b>Line Period of Performance:</b> 10/01/2021 - 09/30/2022</p> <p>Exercised Option</p>	Previous : 0	EA	Previous:	Previous: \$0.00
		Change: 12		\$0.0000	Change: \$4,200.00
		Current : 12		Change:	Current: \$4,200.00
				\$350.0000	
				Current:	
				\$350.0000	

ITEM NO.	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0003	<p>PROVIDE MEETING ROOM SPACE FOR THE OFFICE OF THE UNITED STATES TRUSTEE (OUST) IN KENDALL COUNTY TO CONDUCT SECTION 341 MEETINGS OF DEBTORS AND CREDITORS</p> <p>THE OUST ESTIMATES THAT THE SPACE WILL BE NEEDED FOR APPROXIMATELY 12 DAILY MEETING ROOM RENTALS FOR THE YEAR AT THE DAILY RENTAL RATE OF \$350.00, AND WILL CONTACT YOU TO SCHEDULE THE MEETING DATES.</p> <p>THIS IS THE GOVERNMENT'S BEST ESTIMATE. THE NUMBER OF DAYS PER MONTH COULD BE GREATER, OR LESS, THAN THE NUMBER STATED ABOVE. THE GOVERNMENT WILL ONLY PAY FOR THOSE DAYS/DATES THAT THE MEETING ROOM SPACE IS SCHEDULED AND USED.</p> <p>THE GOVERNMENT POINT OF CONTACT WILL BE MARIA YAPAN WHO CAN BE REACHED AT 312-886-2813.</p> <p>***** INVOICE PROCEDURES *****</p> <p>INVOICES SHOULD BE SENT BY WAY OF EMAIL TO UST.PROCUREMENT.INVOICE@USDOJ.GOV WITH A CC TO MARIA.E. YAPAN@USDOJ.GOV AND THE SUBJECT LINE SHOULD INCLUDE "MEETING ROOM INVOICE ATTACHED".</p> <p>Firm Fixed Price</p> <p>PSC: X1AB</p> <p><b>Line Period of Performance:</b> 10/01/2022 - 09/30/2023</p> <p>Unexercised Option</p>	Previous : 0	EA	Previous:	Previous: \$0.00
		Change: 12		\$0.0000	Change: \$4,200.00
		Current : 12		Change:	Current: \$4,200.00
				\$350.0000	
				Current:	
				\$350.0000	

<b>Base Total:</b>	Original: \$4,200.00 Change: \$0.00 Current: \$4,200.00
<b>Exercised Options Total:</b>	Previous: \$0.00 Change: \$4,200.00 Current: \$4,200.00
<b>Unexercised Options Total:</b>	Previous: \$0.00 Change: \$4,200.00 Current: \$4,200.00
<b>Base and Options Total:</b>	Previous: \$4,200.00 Change: \$8,400.00 Current: \$12,600.00

**FUNDING DETAILS:**

ITEM NO.	FUNDING LINE	OBLIGATED AMOUNT	ACCOUNTING CODES
N/A	1	Previous: \$4,200.00 Change: \$0.00 Current: \$4,200.00	OBD-2020-5073XSPA-JUSTP0744-JUSTPR11CHI-JUSTP-JUSTP341-23201-2020
N/A	2	Previous: \$0.00 Change: \$4,200.00 Current: \$4,200.00	OBD-2021-5073XSPA-JUSTP0744-JUSTPEO-JUSTP-JUSTP341-23201-2021
		PREVIOUS: \$4,200.00 CHANGE: \$4,200.00 CURRENT: \$8,400.00	

**Section 3 - Contract Clauses**

52.212-4 Alt I Contract Terms and Conditions-Commercial Items (Oct 2018) - Alternate I (Jan 2017)

(a) *Inspection/Acceptance.* (1) The Government has the right to inspect and test all materials furnished and services performed under this contract, to the extent practicable at all places and times, including the period of performance, and in any event before acceptance. The Government may also inspect the plant or plants of the Contractor or any subcontractor engaged in contract performance. The Government will perform inspections and tests in a manner that will not unduly delay the work.

(2) If the Government performs inspection or tests on the premises of the Contractor or a subcontractor, the Contractor shall furnish and shall require subcontractors to furnish all reasonable facilities and assistance for the safe and convenient performance of these duties.

(3) Unless otherwise specified in the contract, the Government will accept or reject services and materials at the place of delivery as promptly as practicable after delivery, and they will be presumed accepted 60 days after the date of delivery, unless accepted earlier.

(4) At any time during contract performance, but not later than 6 months (or such other time as may be specified in the contract) after acceptance of the services or materials last delivered under this contract, the Government may require the Contractor to replace or correct services or materials that at time of delivery failed to meet contract requirements. Except as otherwise specified in paragraph (a)(6) of this clause, the cost of replacement or correction shall be determined under paragraph (i) of this clause, but the "hourly rate" for labor hours incurred in the replacement or correction shall be reduced to exclude that portion of the rate attributable to profit. Unless otherwise specified below, the portion of the "hourly rate" attributable to profit shall be 10 percent. The Contractor shall not tender for acceptance materials and services required to be replaced or corrected without disclosing the former requirement for replacement or correction, and, when required, shall disclose the corrective action taken. \_\_\_\_\_ *[Insert portion of labor rate attributable to profit.]*

(5)(i) If the Contractor fails to proceed with reasonable promptness to perform required replacement or correction, and if the replacement or correction can be performed within the ceiling price (or the ceiling price as increased by the Government), the Government may--



(A) By contract or otherwise, perform the replacement or correction, charge to the Contractor any increased cost, or deduct such increased cost from any amounts paid or due under this contract; or

(B) Terminate this contract for cause.

(ii) Failure to agree to the amount of increased cost to be charged to the Contractor shall be a dispute under the Disputes clause of the contract.

(6) Notwithstanding paragraphs (a)(4) and (5) above, the Government may at any time require the Contractor to remedy by correction or replacement, without cost to the Government, any failure by the Contractor to comply with the requirements of this contract, if the failure is due to--

(i) Fraud, lack of good faith, or willful misconduct on the part of the Contractor's managerial personnel; or

(ii) The conduct of one or more of the Contractor's employees selected or retained by the Contractor after any of the Contractor's managerial personnel has reasonable grounds to believe that the employee is habitually careless or unqualified.

(7) This clause applies in the same manner and to the same extent to corrected or replacement materials or services as to materials and services originally delivered under this contract.

(8) The Contractor has no obligation or liability under this contract to correct or replace materials and services that at time of delivery do not meet contract requirements, except as provided in this clause or as may be otherwise specified in the contract.

(9) Unless otherwise specified in the contract, the Contractor's obligation to correct or replace Government-furnished property shall be governed by the clause pertaining to Government property.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* (1) The clause at FAR 52.202-1, Definitions, is incorporated herein by reference. As used in this clause--

(i) *Direct materials* means those materials that enter directly into the end product, or that are used or consumed directly in connection with the furnishing of the end product or service.

(ii) *Hourly rate* means the rate(s) prescribed in the contract for payment for labor that meets the labor category qualifications of a labor category specified in the contract that are--

(A) Performed by the contractor;

(B) Performed by the subcontractors; or

(C) Transferred between divisions, subsidiaries, or affiliates of the contractor under a common control.

(iii) *Materials* means--

(A) Direct materials, including supplies transferred between divisions, subsidiaries, or affiliates of the contractor under a common control;

(B) Subcontracts for supplies and incidental services for which there is not a labor category specified in the contract;

(C) Other direct costs (*e.g.*, incidental services for which there is not a labor category specified in the contract, travel, computer usage charges, etc.);

(D) The following subcontracts for services which are specifically excluded from the hourly rate:

\_\_\_\_\_ *[Insert any subcontracts for services to be excluded from the hourly rates prescribed in the schedule.];* and

(E) Indirect costs specifically provided for in this clause.

(iv) *Subcontract* means any contract, as defined in FAR subpart 2.1, entered into with a subcontractor to furnish supplies or services for performance of the prime contract or a subcontract including transfers between divisions, subsidiaries, or affiliates of a contractor or subcontractor. It includes, but is not limited to, purchase orders, and changes and modifications to purchase orders.

(f) *Excusable delays*. The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice*.

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;

(v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;

(vi) Terms of any discount for prompt payment offered;

(vii) Name and address of official to whom payment is to be sent;

(viii) Name, title, and phone number of person to notify in event of defective invoice; and

(ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(x) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.

(h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.

(i) *Payments. (1) Work performed.* The Government will pay the Contractor as follows upon the submission of commercial invoices approved by the Contracting Officer:

(i) *Hourly rate.*

(A) The amounts shall be computed by multiplying the appropriate hourly rates prescribed in the contract by the number of direct labor hours performed. Fractional parts of an hour shall be payable on a prorated basis.

(B) The rates shall be paid for all labor performed on the contract that meets the labor qualifications specified in the contract. Labor hours incurred to perform tasks for which labor qualifications were specified in the contract will not be paid to the extent the work is performed by individuals that do not meet the qualifications specified in the contract, unless specifically authorized by the Contracting Officer.

(C) Invoices may be submitted once each month (or at more frequent intervals, if approved by the Contracting Officer) to the Contracting Officer or the authorized representative.

(D) When requested by the Contracting Officer or the authorized representative, the Contractor shall substantiate invoices (including any subcontractor hours reimbursed at the hourly rate in the schedule) by evidence of actual payment, individual daily job timecards, records that verify the employees meet the qualifications for the labor categories specified in the contract, or other substantiation specified in the contract.

(E) Unless the Schedule prescribes otherwise, the hourly rates in the Schedule shall not be varied by virtue of the Contractor having performed work on an overtime basis.

(1) If no overtime rates are provided in the Schedule and the Contracting Officer approves overtime work in advance, overtime rates shall be negotiated.

(2) Failure to agree upon these overtime rates shall be treated as a dispute under the Disputes clause of this contract.

(3) If the Schedule provides rates for overtime, the premium portion of those rates will be reimbursable only to the extent the overtime is approved by the Contracting Officer.

(ii) *Materials.*

(A) If the Contractor furnishes materials that meet the definition of a commercial item at 2.101, the price to be paid for such materials shall not exceed the Contractor's established catalog or market price, adjusted to reflect the--

(1) Quantities being acquired; and

(2) Any modifications necessary because of contract requirements.

(B) Except as provided for in paragraph (i)(1)(ii)(A) and (D)(2) of this clause, the Government will reimburse the Contractor the actual cost of materials (less any rebates, refunds, or discounts received by the contractor that are identifiable to the contract) provided the Contractor--

(1) Has made payments for materials in accordance with the terms and conditions of the agreement or invoice; or

(2) Makes these payments within 30 days of the submission of the Contractor's payment request to the Government and such payment is in accordance with the terms and conditions of the agreement or invoice.

(C) To the extent able, the Contractor shall--

(1) Obtain materials at the most advantageous prices available with due regard to securing prompt delivery of satisfactory materials; and

(2) Give credit to the Government for cash and trade discounts, rebates, scrap, commissions, and other amounts that are identifiable to the contract.

(D) *Other Costs*. Unless listed below, other direct and indirect costs will not be reimbursed.

(1) *Other Direct Costs*. The Government will reimburse the Contractor on the basis of actual cost for the following, provided such costs comply with the requirements in paragraph (i)(1)(ii)(B) of this clause:

*[Insert each element of other direct costs (e.g., travel, computer usage charges, etc. Insert "None" if no reimbursement for other direct costs will be provided. If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the elements of other direct charge(s) for that order or, if no reimbursement for other direct costs will be provided, insert 'None'."]*

(2) *Indirect Costs (Material Handling, Subcontract Administration, etc.)*. The Government will reimburse the Contractor for indirect costs on a pro-rata basis over the period of contract performance at the following fixed price: *[Insert a fixed amount for the indirect costs and payment schedule. Insert "\$0" if no fixed price reimbursement for indirect costs will be provided. (If this is an indefinite delivery contract, the Contracting Officer may insert "Each order must list separately the fixed amount for the indirect costs and payment schedule or, if no reimbursement for indirect costs, insert 'None'."]*

(2) *Total cost*. It is estimated that the total cost to the Government for the performance of this contract shall not exceed the ceiling price set forth in the Schedule and the Contractor agrees to use its best efforts to perform the work specified in the Schedule and all obligations under this contract within such ceiling price. If at any time the Contractor has reason to believe that the hourly rate payments and material costs that will accrue in performing this contract in the next succeeding 30 days, if added to all other payments and costs previously accrued, will exceed 85 percent of the ceiling price in the Schedule, the Contractor shall notify the Contracting Officer giving a revised estimate of the total price to the Government for performing this contract with supporting reasons and documentation. If at any time during the performance of this contract, the Contractor has reason to believe that the total price to the Government for performing this contract will be substantially greater or less than the then stated ceiling price, the Contractor shall so notify the Contracting Officer, giving a revised estimate of the total price for performing this contract, with supporting reasons and documentation. If at any time during performance of this contract, the Government has reason to believe that the work to be required in performing this contract will be substantially greater or less than the stated ceiling price, the Contracting Officer will so advise the Contractor, giving the then revised estimate of the total amount of effort to be required under the contract.

(3) *Ceiling price*. The Government will not be obligated to pay the Contractor any amount in excess of the ceiling price in the Schedule, and the Contractor shall not be obligated to continue performance if to do so would exceed the ceiling price set forth in the Schedule, unless and until the Contracting Officer notifies the Contractor in writing that the ceiling price has been increased and specifies in the notice a revised ceiling that shall constitute the ceiling price for performance under this contract. When and to the extent that the ceiling price set forth in the Schedule has been increased, any hours expended and material costs incurred by the Contractor in excess of the ceiling price before the increase shall be allowable to the same extent as if the hours expended and material costs had been incurred after the increase in the ceiling price.

(4) *Access to records*. At any time before final payment under this contract, the Contracting Officer (or authorized representative) will have access to the following (access shall be limited to the listing below unless otherwise agreed to by the Contractor and the Contracting Officer):

(i) Records that verify that the employees whose time has been included in any invoice meet the qualifications for the labor categories specified in the contract;

(ii) For labor hours (including any subcontractor hours reimbursed at the hourly rate in the schedule), when timecards are required as substantiation for payment--

(A) The original timecards (paper-based or electronic);

(B) The Contractor's timekeeping procedures;

(C) Contractor records that show the distribution of labor between jobs or contracts; and

- (D) Employees whose time has been included in any invoice for the purpose of verifying that these employees have worked the hours shown on the invoices.
- (iii) For material and subcontract costs that are reimbursed on the basis of actual cost--
- (A) Any invoices or subcontract agreements substantiating material cost; and
- (B) Any documents supporting payment of those invoices.
- (5) *Overpayments/Underpayments.* Each payment previously made shall be subject to reduction to the extent of amounts, on preceding invoices, that are found by the Contracting Officer not to have been properly payable and shall also be subject to reduction for overpayments or to increase for underpayments. The Contractor shall promptly pay any such reduction within 30 days unless the parties agree otherwise. The Government within 30 days will pay any such increases, unless the parties agree otherwise. The Contractor's payment will be made by check. If the Contractor becomes aware of a duplicate invoice payment or that the Government has otherwise overpaid on an invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.
- (6)(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury, as provided in 41 U.S.C. 7109, which is applicable to the period in which the amount becomes due, and then at the rate applicable for each six month period as established by the Secretary until the amount is paid.
- (ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.
- (iii) *Final Decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--
- (A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt in a timely manner;
- (B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or
- (C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see FAR 32.607-2).
- (iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.
- (v) Amounts shall be due at the earliest of the following dates:
- (A) The date fixed under this contract.
- (B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.
- (vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--
- (A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(viii) Upon receipt and approval of the invoice designated by the Contractor as the "completion invoice" and supporting documentation, and upon compliance by the Contractor with all terms of this contract, any outstanding balances will be paid within 30 days unless the parties agree otherwise. The completion invoice, and supporting documentation, shall be submitted by the Contractor as promptly as practicable following completion of the work under this contract, but in no event later than 1 year (or such longer period as the Contracting Officer may approve in writing) from the date of completion.

(7) *Release of claims.* The Contractor, and each assignee under an assignment entered into under this contract and in effect at the time of final payment under this contract, shall execute and deliver, at the time of and as a condition precedent to final payment under this contract, a release discharging the Government, its officers, agents, and employees of and from all liabilities, obligations, and claims arising out of or under this contract, subject only to the following exceptions.

(i) Specified claims in stated amounts, or in estimated amounts if the amounts are not susceptible to exact statement by the Contractor.

(ii) Claims, together with reasonable incidental expenses, based upon the liabilities of the Contractor to third parties arising out of performing this contract, that are not known to the Contractor on the date of the execution of the release, and of which the Contractor gives notice in writing to the Contracting Officer not more than 6 years after the date of the release or the date of any notice to the Contractor that the Government is prepared to make final payment, whichever is earlier.

(iii) Claims for reimbursement of costs (other than expenses of the Contractor by reason of its indemnification of the Government against patent liability), including reasonable incidental expenses, incurred by the Contractor under the terms of this contract relating to patents.

(8) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR part 1315.

(9) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.

(10) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date that appears on the payment check or the specified payment date if an electronic funds transfer payment is made.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid an amount for direct labor hours (as defined in the Schedule of the contract) determined by multiplying the number of direct labor hours expended before the effective date of termination by the hourly rate(s) in the contract, less any hourly rate payments already made to the Contractor plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system that have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred that reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t)[Reserved].

(u) *Unauthorized Obligations*.

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

52.212-4 Contract Terms and Conditions-Commercial Items (Oct 2018)

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(a) *Inspection/Acceptance.* The Contractor shall only tender for acceptance those items that conform to the requirements of this contract. The Government reserves the right to inspect or test any supplies or services that have been tendered for acceptance. The Government may require repair or replacement of nonconforming supplies or reperformance of nonconforming services at no increase in contract price. If repair/replacement or reperformance will not correct the defects or is not possible, the Government may seek an equitable price reduction or adequate consideration for acceptance of nonconforming supplies or services. The Government must exercise its post-acceptance rights--

(1) Within a reasonable time after the defect was discovered or should have been discovered; and

(2) Before any substantial change occurs in the condition of the item, unless the change is due to the defect in the item.

(b) *Assignment.* The Contractor or its assignee may assign its rights to receive payment due as a result of performance of this contract to a bank, trust company, or other financing institution, including any Federal lending agency in accordance with the Assignment of Claims Act (31 U.S.C. 3727). However, when a third party makes payment (*e.g.*, use of the Governmentwide commercial purchase card), the Contractor may not assign its rights to receive payment under this contract.

(c) *Changes.* Changes in the terms and conditions of this contract may be made only by written agreement of the parties.

(d) *Disputes.* This contract is subject to 41 U.S.C. chapter 71, Contract Disputes. Failure of the parties to this contract to reach agreement on any request for equitable adjustment, claim, appeal or action arising under or relating to this contract shall be a dispute to be resolved in accordance with the clause at FAR 52.233-1, Disputes, which is incorporated herein by reference. The Contractor shall proceed diligently with performance of this contract, pending final resolution of any dispute arising under the contract.

(e) *Definitions.* The clause at FAR 52.202-1, Definitions, is incorporated herein by reference.

(f) *Excusable delays.* The Contractor shall be liable for default unless nonperformance is caused by an occurrence beyond the reasonable control of the Contractor and without its fault or negligence such as, acts of God or the public enemy, acts of the Government in either its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, unusually severe weather, and delays of common carriers. The Contractor shall notify the Contracting Officer in writing as soon as it is reasonably possible after the commencement of any excusable delay, setting forth the full particulars in connection therewith, shall remedy such occurrence with all reasonable dispatch, and shall promptly give written notice to the Contracting Officer of the cessation of such occurrence.

(g) *Invoice.*

(1) The Contractor shall submit an original invoice and three copies (or electronic invoice, if authorized) to the address designated in the contract to receive invoices. An invoice must include--

(i) Name and address of the Contractor;

(ii) Invoice date and number;

(iii) Contract number, line item number and, if applicable, the order number;

(iv) Description, quantity, unit of measure, unit price and extended price of the items delivered;



- (v) Shipping number and date of shipment, including the bill of lading number and weight of shipment if shipped on Government bill of lading;
- (vi) Terms of any discount for prompt payment offered;
- (vii) Name and address of official to whom payment is to be sent;
- (viii) Name, title, and phone number of person to notify in event of defective invoice; and
- (ix) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.
- (x) Electronic funds transfer (EFT) banking information.
- (A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.
- (B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision, contract clause (*e.g.*, 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer--Other Than System for Award Management), or applicable agency procedures.
- (C) EFT banking information is not required if the Government waived the requirement to pay by EFT.
- (2) Invoices will be handled in accordance with the Prompt Payment Act (31 U.S.C. 3903) and Office of Management and Budget (OMB) prompt payment regulations at 5 CFR Part 1315.
- (h) *Patent indemnity.* The Contractor shall indemnify the Government and its officers, employees and agents against liability, including costs, for actual or alleged direct or contributory infringement of, or inducement to infringe, any United States or foreign patent, trademark or copyright, arising out of the performance of this contract, provided the Contractor is reasonably notified of such claims and proceedings.
- (i) *Payment.--*
- (1) *Items accepted.* Payment shall be made for items accepted by the Government that have been delivered to the delivery destinations set forth in this contract.
- (2) *Prompt payment.* The Government will make payment in accordance with the Prompt Payment Act (31 U.S.C. 3903) and prompt payment regulations at 5 CFR Part 1315.
- (3) *Electronic Funds Transfer (EFT).* If the Government makes payment by EFT, see 52.212-5(b) for the appropriate EFT clause.
- (4) *Discount.* In connection with any discount offered for early payment, time shall be computed from the date of the invoice. For the purpose of computing the discount earned, payment shall be considered to have been made on the date which appears on the payment check or the specified payment date if an electronic funds transfer payment is made.
- (5) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--
- (i) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--
- (A) Circumstances of the overpayment (*e.g.*, duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);
- (B) Affected contract number and delivery order number, if applicable;
- (C) Affected line item or subline item, if applicable; and
- (D) Contractor point of contact.
- (ii) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(6) *Interest.*

(i) All amounts that become payable by the Contractor to the Government under this contract shall bear simple interest from the date due until paid unless paid within 30 days of becoming due. The interest rate shall be the interest rate established by the Secretary of the Treasury as provided in 41 U.S.C. 7109 , which is applicable to the period in which the amount becomes due, as provided in (i)(6)(v) of this clause, and then at the rate applicable for each six-month period as fixed by the Secretary until the amount is paid.

(ii) The Government may issue a demand for payment to the Contractor upon finding a debt is due under the contract.

(iii) *Final decisions.* The Contracting Officer will issue a final decision as required by 33.211 if--

(A) The Contracting Officer and the Contractor are unable to reach agreement on the existence or amount of a debt within 30 days;

(B) The Contractor fails to liquidate a debt previously demanded by the Contracting Officer within the timeline specified in the demand for payment unless the amounts were not repaid because the Contractor has requested an installment payment agreement; or

(C) The Contractor requests a deferment of collection on a debt previously demanded by the Contracting Officer (see 32.607-2).

(iv) If a demand for payment was previously issued for the debt, the demand for payment included in the final decision shall identify the same due date as the original demand for payment.

(v) Amounts shall be due at the earliest of the following dates:

(A) The date fixed under this contract.

(B) The date of the first written demand for payment, including any demand for payment resulting from a default termination.

(vi) The interest charge shall be computed for the actual number of calendar days involved beginning on the due date and ending on--

(A) The date on which the designated office receives payment from the Contractor;

(B) The date of issuance of a Government check to the Contractor from which an amount otherwise payable has been withheld as a credit against the contract debt; or

(C) The date on which an amount withheld and applied to the contract debt would otherwise have become payable to the Contractor.

(vii) The interest charge made under this clause may be reduced under the procedures prescribed in 32.608-2 of the Federal Acquisition Regulation in effect on the date of this contract.

(j) *Risk of loss.* Unless the contract specifically provides otherwise, risk of loss or damage to the supplies provided under this contract shall remain with the Contractor until, and shall pass to the Government upon:

(1) Delivery of the supplies to a carrier, if transportation is f.o.b. origin; or

(2) Delivery of the supplies to the Government at the destination specified in the contract, if transportation is f.o.b. destination.

(k) *Taxes.* The contract price includes all applicable Federal, State, and local taxes and duties.

(l) *Termination for the Government's convenience.* The Government reserves the right to terminate this contract, or any part hereof, for its sole convenience. In the event of such termination, the Contractor shall immediately stop all work hereunder and shall immediately cause any and all of its suppliers and subcontractors to cease work. Subject to the terms of this contract, the Contractor shall be paid a percentage of the contract price reflecting the percentage of the work performed prior to the notice of termination, plus reasonable charges the Contractor can demonstrate to the satisfaction of the Government using its standard record keeping system, have resulted from the termination. The Contractor shall not be required to comply with the cost accounting standards or contract cost principles for this purpose. This paragraph does not give the Government any right to audit the Contractor's records. The Contractor shall not be paid for any work performed or costs incurred which reasonably could have been avoided.

(m) *Termination for cause.* The Government may terminate this contract, or any part hereof, for cause in the event of any default by the Contractor, or if the Contractor fails to comply with any contract terms and conditions, or fails to provide the Government, upon

request, with adequate assurances of future performance. In the event of termination for cause, the Government shall not be liable to the Contractor for any amount for supplies or services not accepted, and the Contractor shall be liable to the Government for any and all rights and remedies provided by law. If it is determined that the Government improperly terminated this contract for default, such termination shall be deemed a termination for convenience.

(n) *Title*. Unless specified elsewhere in this contract, title to items furnished under this contract shall pass to the Government upon acceptance, regardless of when or where the Government takes physical possession.

(o) *Warranty*. The Contractor warrants and implies that the items delivered hereunder are merchantable and fit for use for the particular purpose described in this contract.

(p) *Limitation of liability*. Except as otherwise provided by an express warranty, the Contractor will not be liable to the Government for consequential damages resulting from any defect or deficiencies in accepted items.

(q) *Other compliances*. The Contractor shall comply with all applicable Federal, State and local laws, executive orders, rules and regulations applicable to its performance under this contract.

(r) *Compliance with laws unique to Government contracts*. The Contractor agrees to comply with 31 U.S.C. 1352 relating to limitations on the use of appropriated funds to influence certain Federal contracts; 18 U.S.C. 431 relating to officials not to benefit; 40 U.S.C. chapter 37, Contract Work Hours and Safety Standards; 41 U.S.C. chapter 87, Kickbacks; 41 U.S.C. 4712 and 10 U.S.C. 2409 relating to whistleblower protections; 49 U.S.C. 40118, Fly American; and 41 U.S.C. chapter 21 relating to procurement integrity.

(s) *Order of precedence*. Any inconsistencies in this solicitation or contract shall be resolved by giving precedence in the following order:

- (1) The schedule of supplies/services.
- (2) The Assignments, Disputes, Payments, Invoice, Other Compliances, Compliance with Laws Unique to Government Contracts, and Unauthorized Obligations paragraphs of this clause;
- (3) The clause at 52.212-5.
- (4) Addenda to this solicitation or contract, including any license agreements for computer software.
- (5) Solicitation provisions if this is a solicitation.
- (6) Other paragraphs of this clause.
- (7) The Standard Form 1449.
- (8) Other documents, exhibits, and attachments.
- (9) The specification.

(t) [Reserved]

(u) *Unauthorized Obligations*

(1) Except as stated in paragraph (u)(2) of this clause, when any supply or service acquired under this contract is subject to any End User License Agreement (EULA), Terms of Service (TOS), or similar legal instrument or agreement, that includes any clause requiring the Government to indemnify the Contractor or any person or entity for damages, costs, fees, or any other loss or liability that would create an Anti-Deficiency Act violation (31 U.S.C. 1341), the following shall govern:

- (i) Any such clause is unenforceable against the Government.
- (ii) Neither the Government nor any Government authorized end user shall be deemed to have agreed to such clause by virtue of it appearing in the EULA, TOS, or similar legal instrument or agreement. If the EULA, TOS, or similar legal instrument or agreement is invoked through an "I agree" click box or other comparable mechanism (e.g., "click-wrap" or "browse-wrap" agreements), execution does not bind the Government or any Government authorized end user to such clause.

(iii) Any such clause is deemed to be stricken from the EULA, TOS, or similar legal instrument or agreement.

(2) Paragraph (u)(1) of this clause does not apply to indemnification by the Government that is expressly authorized by statute and specifically authorized under applicable agency regulations and procedures.

(v) *Incorporation by reference.* The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

**A.1 ADDENDUM TO FAR 52.212-4, Contract Terms and Conditions-Commercial Items (Oct 2018) - Alternate I (Jan 2017)**

The terms and conditions for the following clauses are hereby incorporated into this solicitation and resulting contract as an addendum to FAR clause 52.212-4.

Clauses By Reference

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)		
This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es): <a href="http://www.acquisition.gov">www.acquisition.gov</a>		
Clause	Title	Fill-ins (if applicable)
52.204-2	Security Requirements (Aug 1996)	
52.222-50	Combating Trafficking in Persons (Jan 2019)	
52.233-1	Disputes (May 2014)	
52.233-4	Applicable Law for Breach of Contract Claim (Oct 2004)	

Clauses By Full Text

DJAR-PGD-02-02A Non-U.S. Citizens Prohibited from Access to DOJ Information Technology (IT) Systems

The Department of Justice does not permit the use of Non-U.S. citizens in the performance of this contract or commitment for any position that involves access to or development of any DOJ IT system. By signing the contract or commitment document, the contractor agrees to this restriction. [In those instances where other non-IT requirements contained in the contract or commitment can be met by using Non-U.S. citizens, those requirements shall be clearly described.].

(End of Clause)

DJAR-PGD-05-08 Implementation of Homeland Security Presidential Directive (HSPD) 12 - Policy for a Common Identification Standard for Federal Employees and Contractor

**NOTICE OF CONTRACTOR PERSONNEL SECURITY REQUIREMENTS**

Compliance with Homeland Security Presidential Directive-12 (HSPD-12) and Federal Information Processing Standard Publication 201 (FIPS 201) entitled "Personal Identification Verification (PIV) for Federal Employees and Contractors," Phase I.

1. Long-Term Contractor Personnel:

In order to be compliant with HSPD-12/PIV I, the following investigative requirements must be met for each new long-term2 contractor employee whose background investigation (BI) process begins on or after October 27, 2005:

- a. Contractor Personnel must present two forms of identification in original form prior to badge issuance (acceptable documents are listed in Form 1-9, OMB No. 1615-0047, "Employment Eligibility Verification," and at least one document must be a valid State or Federal government-issued picture ID);
- b. Contractor Personnel must appear in person at least once before a DOJ official who is responsible for checking the identification documents. This identity proofing must be completed sometime during the clearance process but prior to badge issuance and must be documented by the DOJ official;
- c. Contractor Personnel must undergo a BI commensurate with the designated risk level associated with the duties of each position. Outlined below are the minimum BI requirements for each risk level:
  - High Risk - Background Investigation (5 year scope)
  - Moderate Risk - Limited Background Investigation (LBI) or Minimum Background Investigation (MBI)
  - Low Risk - National Agency Check with Inquiries (NACI) investigation
- d. The pre-appointment BI waiver requirements for all position sensitivity levels are a:
  - 1) Favorable review of the security questionnaire form;
  - 2) Favorable fingerprint results;
  - 3) Favorable credit report, if required;3
  - 4) Waiver request memorandum, including both the Office of Personnel Management schedule date and position sensitivity/risk level; and 5) Favorable review of the National Agency Check (NAC)4 portion of the applicable BI that is determined by position sensitivity/risk level.

A badge may be issued following approval of the above waiver requirements.

If the NAC is not received within five days of OPM' s scheduling date, the badge can be issued based on a favorable review of the Security Questionnaire and the Federal Bureau of Investigation Criminal History Check (i.e., fingerprint check results).
- e. Badge re-validation will occur once the investigation is completed and favorably adjudicated. If the BI results so justify, badges issued under these procedures will be suspended or revoked.

## 2. Short-Term Contractor Personnel:

It is the policy of the DOJ that short-term contractors having access to DOJ information systems and/or DOJ facilities or space for six months or fewer are subject to the identity proofing requirements listed in items la. and lb. above. The pre-appointment waiver requirements for short-term contractors are:

- a.Favorable review of the security questionnaire form;
- b.Favorable fingerprint results;
- c.Favorable credit report, if required;5 and
- d.Waiver request memorandum indicating both the position sensitivity/risk level and the duration of the appointment. The commensurate BI does not need to be initiated.

A badge may be issued following approval of the above waiver requirements and the badge will expire six months from the date of issuance. This process can only be used once for a short-term contractor in a twelve month period. This will ensure that any consecutive short-term appointments are subject to the full PFV-I identity proofing process.

For example, if a contractor employee requires daily access for a three or four-week period, this contractor would be cleared according to the above short-term requirements. However, if a second request is submitted for the same contractor employee within a twelve-month period for the purpose of extending the initial contract or for employment under a totally different contract for another three or four-week period, this contractor would now be considered "long-term" and must be cleared according to the long-term requirements as stated in this interim policy.

## 3. Intermittent Contractors:

An exception to the above-mentioned short-term requirements would be intermittent contractors.

- a. For purposes of this policy, "intermittent" is defined as those contractor employees needing access to DOJ information systems and/or DOJ facilities or space for a maximum of one day per week, regardless of the duration of the required intermittent access. For example, the water delivery contractor that delivers water one time each week and is working on a one-year contract.
  - b. Contractors requiring intermittent access should follow the Department's escort policy. Please reference the August 11, 2004, and January 29, 2001, Department Security Officer policy memoranda that conveys the requirements for contractor facility escorted access.
  - c. Due to extenuating circumstances, if a component requests unescorted access or DOJ IT system access for an intermittent contractor, the same pre-employment background investigation waiver requirements that apply to short-term contractors are required.
  - d. If an intermittent contractor is approved for unescorted access, the contractor will only be issued a daily badge. The daily badge will be issued upon entrance into a DOJ facility or space and must be returned upon exiting the same facility or space.
  - e. If an intermittent contractor is approved for unescorted access, the approval will not exceed one year. If the intermittent contractor requires unescorted access beyond one year, the contractor will need to be re-approved each year.
4. An individual transferring from another department or agency shall not be re-adjudicated provided the individual has a current (within the last five years), favorably adjudicated BI meeting HSPD-12 and DOJ's BI requirements.
  - 5.The DOJ's current escorted contractor policy remains unchanged by this acquisition notice.

## **NOTES:**

1. FIPS 201 is available at: [www.csrc.nist.gov/publications/fips/fips201/FIPS-201-22505.pdf](http://www.csrc.nist.gov/publications/fips/fips201/FIPS-201-22505.pdf).
  2. Under HSPD-12, long-term contractors are contractors having access to DOJ information systems and/or DOJ facilities or space for six months or longer. The PIV-I identity proofing process, including initiation and adjudication of the required background investigation, is required for all new long-term contractors regardless of whether it is the current practice to issue a badge. The second phase of HSPD-12 implementation (PIV-II) requires badge issuance to all affected long-term contractors.
  3. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
  4. In order to avoid a delay in the hiring process, components should request an Advance NAC Report when initiating investigations to OPM. Per OPM 's instructions, to obtain an Advance NAC Report, a Code " 3" must be placed in block "B " of the " Agency Use Only " section of the investigative form. This report is available for all case types.
  5. For contractors in position sensitivity/risk levels above level 1, a favorable review of a credit check is required as part of the pre-appointment waiver package.
- (End of Clause)

#### DJAR-PGD-08-04 Security of Systems and Data, Including Personally Identifiable Information

##### Security of Systems and Data, Including Personally Identifiable Data.

###### a. Systems Security

The work to be performed under this contract requires the handling of data that originated within the Department, data that the contractor manages or acquires for the Department, and/or data that is acquired in order to perform the contract and concerns Department programs or personnel.

For all systems handling such data, the contractor shall comply with all security requirements applicable to Department of Justice systems, including but not limited to all Executive Branch system security requirements (e.g., requirements imposed by OMB and NIST), DOJ IT Security Standards, and DOJ Order 2640.2E. The contractor shall provide DOJ access to and information regarding the contractor's systems when requested by the Department in connection with its efforts to ensure compliance with all such security requirements, and shall otherwise cooperate with the Department in such efforts. DOJ access shall include independent validation testing of controls, system penetration testing by DOJ, FISMA data reviews, and access by the DOJ Office of the Inspector General for its reviews.

The use of contractor-owned laptops or other media storage devices to process or store data covered by this clause is prohibited until the contractor provides a letter to the contracting officer (CO) certifying the following requirements:

1. Laptops must employ encryption using a NIST Federal Information Processing Standard (FIPS) 140-2 approved product;
2. The contractor must develop and implement a process to ensure that security and other applications software is kept up-to-date;
3. Mobile computing devices will utilize anti-viral software and a host-based firewall mechanism;
4. The contractor shall log all computer-readable data extracts from databases holding sensitive information and verify each extract including sensitive data has been erased within 90 days or its use is still required. All DOJ information is sensitive information unless designated as non-sensitive by the Department;
5. Contractor-owned removable media, such as removable hard drives, flash drives, CDs, and floppy disks, containing DOJ data, shall not be removed from DOJ facilities unless encrypted using a NIST FEPS 140-2 approved product;
6. When no longer needed, all removable media and laptop hard drives shall be processed (sanitized, degaussed, or destroyed) in accordance with security requirements applicable to DOJ;
7. Contracting firms shall keep an accurate inventory of devices used on DOJ contracts;
8. Rules of behavior must be signed by users. These rules shall address at a minimum: authorized and official use; prohibition against unauthorized users; and protection of sensitive data and personally identifiable information;
9. All DOJ data will be removed from contractor-owned laptops upon termination of contractor work. This removal must be accomplished in accordance with DOJ IT Security Standard requirements. Certification of data removal will be performed by the contractor's project manager and a letter confirming certification will be delivered to the CO within 15 days of termination of contractor work;

###### b. Data Security

By acceptance of, or performance on, this contract, the contractor agrees that with respect to the data identified in paragraph a, in the event of any actual or suspected breach of such data (i.e., loss of control, compromise, unauthorized disclosure, access for an unauthorized purpose, or other unauthorized access, whether physical or electronic), the contractor will immediately (and in no event later than within one hour of discovery) report the breach to the DOJ CO and the contracting officer's technical representative (COTR).

If the data breach occurs outside of regular business hours and/or neither the CO nor the COTR can be reached, the contractor shall call the DOJ Computer Emergency Readiness Team (DOJCERT) at 1-866-US4-CERT (1-866-874-2378) within one hour of discovery of the breach. The contractor shall also notify the CO as soon as possible during regular business hours.

###### c. Personally Identifiable Information Notification Requirement

The contractor further certifies that it has a security policy in place that contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, breached. Any notification shall

be coordinated with the Department, and shall not proceed until the Department has made a determination that notification would not impede a law enforcement investigation or jeopardize national security. The method and content of any notification by the contractor shall be coordinated with, and be subject to the approval of, the Department. The contractor assumes full responsibility for taking corrective action consistent with the Department's Data Breach Notification Procedures, which may include offering credit monitoring when appropriate.

d. Pass-through of Security Requirements to Subcontractors

The requirements set forth in Paragraphs a through c above, apply to all subcontractors who perform work in connection with this contract. For each subcontractor, the contractor must certify that it has required the subcontractor to adhere to all such requirements. Any breach by a subcontractor of any of the provisions set forth in this clause will be attributed to the contractor.

B. Information Resellers or Data Brokers

For contracts where the Department obtains PII from a contractor (such as an information reseller or data broker) but the contractor does not handle the data described in Section A of this guidance document, the following clause must be used:

Information Resellers or Data Brokers

Under this contract, the Department obtains personally identifiable information about individuals from the contractor. The contractor hereby certifies that it has a security policy in place which contains procedures to promptly notify any individual whose personally identifiable information (as defined by OMB) was, or is reasonably believed to have been, lost or acquired by an unauthorized person while the data is under the control of the contractor. In any case in which the data that was lost or improperly acquired reflects or consists of data that originated with the Department, or reflects sensitive law enforcement or national security interest in the data, the contractor shall notify the Department contracting officer so that the Department may determine whether notification would impede a law enforcement investigation or jeopardize national security. In such cases, the contractor shall not notify the individuals until it receives further instruction from the Department.

(End of Clause)

52.224-3 Privacy Training (Jan 2017)

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(a) *Definition.* As used in this clause, "personally identifiable information" means information that can be used to distinguish or trace an individual's identity, either alone or when combined with other information that is linked or linkable to a specific individual. (See Office of Management and Budget (OMB) Circular A-130, Managing Federal Information as a Strategic Resource).

(b) The Contractor shall ensure that initial privacy training, and annual privacy training thereafter, is completed by contractor employees who--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information on behalf of an agency; or

(3) Design, develop, maintain, or operate a system of records (see also FAR subpart 24.3 and 39.105).

(c)(1) Privacy training shall address the key elements necessary for ensuring the safeguarding of personally identifiable information or a system of records. The training shall be role-based, provide foundational as well as more advanced levels of training, and have measures in place to test the knowledge level of users. At a minimum, the privacy training shall cover--

(i) The provisions of the Privacy Act of 1974 (5 U.S.C. 552a), including penalties for violations of the Act;

(ii) The appropriate handling and safeguarding of personally identifiable information;

(iii) The authorized and official use of a system of records or any other personally identifiable information;

(iv) The restriction on the use of unauthorized equipment to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise access personally identifiable information;

(v) The prohibition against the unauthorized use of a system of records or unauthorized disclosure, access, handling, or use of personally identifiable information; and

(vi) The procedures to be followed in the event of a suspected or confirmed breach of a system of records or the unauthorized disclosure, access, handling, or use of personally identifiable information (see OMB guidance for Preparing for and Responding to a Breach of Personally Identifiable Information).

(2) Completion of an agency-developed or agency-conducted training course shall be deemed to satisfy these elements.

(d) The Contractor shall maintain and, upon request, provide documentation of completion of privacy training to the Contracting Officer.

(e) The Contractor shall not allow any employee access to a system of records, or permit any employee to create, collect, use, process, store, maintain, disseminate, disclose, dispose or otherwise handle personally identifiable information, or to design, develop, maintain, or operate a system of records unless the employee has completed privacy training, as required by this clause.

(f) The substance of this clause, including this paragraph (f), shall be included in all subcontracts under this contract, when subcontractor employees will--

(1) Have access to a system of records;

(2) Create, collect, use, process, store, maintain, disseminate, disclose, dispose, or otherwise handle personally identifiable information; or

(3) Design, develop, maintain, or operate a system of records.

(End of clause)

#### 52.232-25 Prompt Payment (Jan 2017)

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Notwithstanding any other payment clause in this contract, the Government will make invoice payments under the terms and conditions specified in this clause. The Government considers payment as being made on the day a check is dated or the date of an electronic funds transfer (EFT). Definitions of pertinent terms are set forth in sections 2.101, 32.001, and 32.902 of the Federal Acquisition Regulation. All days referred to in this clause are calendar days, unless otherwise specified. (However, see paragraph (a) (4) of this clause concerning payments due on Saturdays, Sundays, and legal holidays.)

(a) *Invoice payments--*

(1) *Due date.*

(i) Except as indicated in paragraphs (a)(2) and (c) of this clause, the due date for making invoice payments by the designated payment office is the later of the following two events:

(A) The 30th day after the designated billing office receives a proper invoice from the Contractor (except as provided in paragraph (a) (1)(ii) of this clause).

(B) The 30th day after Government acceptance of supplies delivered or services performed. For a final invoice, when the payment amount is subject to contract settlement actions, acceptance is deemed to occur on the effective date of the contract settlement.

(ii) If the designated billing office fails to annotate the invoice with the actual date of receipt at the time of receipt, the invoice payment due date is the 30th day after the date of the Contractor's invoice, provided the designated billing office receives a proper invoice and there is no disagreement over quantity, quality, or Contractor compliance with contract requirements.

(2) *Certain food products and other payments.*

(i) Due dates on Contractor invoices for meat, meat food products, or fish; perishable agricultural commodities; and dairy products, edible fats or oils, and food products prepared from edible fats or oils are--

(A) For meat or meat food products, as defined in section 2(a)(3) of the Packers and Stockyard Act of 1921 (7 U.S.C. 182(3)), and as further defined in Pub. L. 98-181, including any edible fresh or frozen poultry meat, any perishable poultry meat food product, fresh eggs, and any perishable egg product, as close as possible to, but not later than, the 7th day after product delivery.

(B) For fresh or frozen fish, as defined in section 204(3) of the Fish and Seafood Promotion Act of 1986 (16 U.S.C. 4003(3)), as close as possible to, but not later than, the 7th day after product delivery.



(C) For perishable agricultural commodities, as defined in section 1(4) of the Perishable Agricultural Commodities Act of 1930 (7 U.S.C. 499a(4)), as close as possible to, but not later than, the 10th day after product delivery, unless another date is specified in the contract.

(D) For dairy products, as defined in section 111(e) of the Dairy Production Stabilization Act of 1983 (7 U.S.C. 4502(e)), edible fats or oils, and food products prepared from edible fats or oils, as close as possible to, but not later than, the 10th day after the date on which a proper invoice has been received. Liquid milk, cheese, certain processed cheese products, butter, yogurt, ice cream, mayonnaise, salad dressings, and other similar products, fall within this classification. Nothing in the Act limits this classification to refrigerated products. When questions arise regarding the proper classification of a specific product, prevailing industry practices will be followed in specifying a contract payment due date. The burden of proof that a classification of a specific product is, in fact, prevailing industry practice is upon the Contractor making the representation.

(ii) If the contract does not require submission of an invoice for payment (e.g., periodic lease payments), the due date will be as specified in the contract.

(3) *Contractor's invoice.* The Contractor shall prepare and submit invoices to the designated billing office specified in the contract. A proper invoice must include the items listed in paragraphs (a)(3)(i) through (a)(3)(x) of this clause. If the invoice does not comply with these requirements, the designated billing office will return it within 7 days after receipt (3 days for meat, meat food products, or fish; 5 days for perishable agricultural commodities, dairy products, edible fats or oils, and food products prepared from edible fats or oils), with the reasons why it is not a proper invoice. The Government will take into account untimely notification when computing any interest penalty owed the Contractor.

(i) Name and address of the Contractor.

(ii) Invoice date and invoice number. (The Contractor should date invoices as close as possible to the date of the mailing or transmission.)

(iii) Contract number or other authorization for supplies delivered or services performed (including order number and line item number).

(iv) Description, quantity, unit of measure, unit price, and extended price of supplies delivered or services performed.

(v) Shipping and payment terms (e.g., shipment number and date of shipment, discount for prompt payment terms). Bill of lading number and weight of shipment will be shown for shipments on Government bills of lading.

(vi) Name and address of Contractor official to whom payment is to be sent (must be the same as that in the contract or in a proper notice of assignment).

(vii) Name (where practicable), title, phone number, and mailing address of person to notify in the event of a defective invoice.

(viii) Taxpayer Identification Number (TIN). The Contractor shall include its TIN on the invoice only if required elsewhere in this contract.

(ix) Electronic funds transfer (EFT) banking information.

(A) The Contractor shall include EFT banking information on the invoice only if required elsewhere in this contract.

(B) If EFT banking information is not required to be on the invoice, in order for the invoice to be a proper invoice, the Contractor shall have submitted correct EFT banking information in accordance with the applicable solicitation provision (e.g., 52.232-38, Submission of Electronic Funds Transfer Information with Offer), contract clause (e.g., 52.232-33, Payment by Electronic Funds Transfer--System for Award Management, or 52.232-34, Payment by Electronic Funds Transfer-Other Than System for Award Management), or applicable agency procedures.

(C) EFT banking information is not required if the Government waived the requirement to pay by EFT.

(x) Any other information or documentation required by the contract (e.g., evidence of shipment).

(4) *Interest penalty.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if payment is not made by the due date and the conditions listed in paragraphs (a)(4)(i) through (a)(4)(iii) of this clause are met,

if applicable. However, when the due date falls on a Saturday, Sunday, or legal holiday, the designated payment office may make payment on the following working day without incurring a late payment interest penalty.

(i) The designated billing office received a proper invoice.

(ii) The Government processed a receiving report or other Government documentation authorizing payment, and there was no disagreement over quantity, quality, or Contractor compliance with any contract term or condition.

(iii) In the case of a final invoice for any balance of funds due the Contractor for supplies delivered or services performed, the amount was not subject to further contract settlement actions between the Government and the Contractor.

(5) *Computing penalty amount.* The Government will compute the interest penalty in accordance with the Office of Management and Budget prompt payment regulations at 5 CFR Part 1315.

(i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the 7th day (unless otherwise specified in this contract) after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

(ii) The prompt payment regulations at 5 CFR 1315.10(c) do not require the Government to pay interest penalties if payment delays are due to disagreement between the Government and the Contractor over the payment amount or other issues involving contract compliance, or on amounts temporarily withheld or retained in accordance with the terms of the contract. The Government and the Contractor shall resolve claims involving disputes and any interest that may be payable in accordance with the clause at FAR 52.233-1, Disputes.

(6) *Discounts for prompt payment.* The designated payment office will pay an interest penalty automatically, without request from the Contractor, if the Government takes a discount for prompt payment improperly. The Government will calculate the interest penalty in accordance with the prompt payment regulations at 5 CFR Part 1315.

(7) *Additional interest penalty.*

(i) The designated payment office will pay a penalty amount, calculated in accordance with the prompt payment regulations at 5 CFR Part 1315 in addition to the interest penalty amount only if--

(A) The Government owes an interest penalty of \$1 or more;

(B) The designated payment office does not pay the interest penalty within 10 days after the date the invoice amount is paid; and

(C) The Contractor makes a written demand to the designated payment office for additional penalty payment, in accordance with paragraph (a)(7)(ii) of this clause, postmarked not later than 40 days after the invoice amount is paid.

(ii)(A) The Contractor shall support written demands for additional penalty payments with the following data. The Government will not request any additional data. The Contractor shall--

(1) Specifically assert that late payment interest is due under a specific invoice, and request payment of all overdue late payment interest penalty and such additional penalty as may be required;

(2) Attach a copy of the invoice on which the unpaid late payment interest is due; and

(3) State that payment of the principal has been received, including the date of receipt.

(B) If there is no postmark or the postmark is illegible--

(1) The designated payment office that receives the demand will annotate it with the date of receipt, provided the demand is received on or before the 40th day after payment was made; or

(2) If the designated payment office fails to make the required annotation, the Government will determine the demand's validity based on the date the Contractor has placed on the demand, provided such date is no later than the 40th day after payment was made.

(iii) The additional penalty does not apply to payments regulated by other Government regulations (e.g., payments under utility contracts subject to tariffs and regulation).

(b) *Contract financing payment.* If this contract provides for contract financing, the Government will make contract financing payments in accordance with the applicable contract financing clause.

(c) *Fast payment procedure due dates.* If this contract contains the clause at 52.213-1, Fast Payment Procedure, payments will be made within 15 days after the date of receipt of the invoice.

(d) *Overpayments.* If the Contractor becomes aware of a duplicate contract financing or invoice payment or that the Government has otherwise overpaid on a contract financing or invoice payment, the Contractor shall--

(1) Remit the overpayment amount to the payment office cited in the contract along with a description of the overpayment including the--

(i) Circumstances of the overpayment (e.g., duplicate payment, erroneous payment, liquidation errors, date(s) of overpayment);

(ii) Affected contract number and delivery order number if applicable;

(iii) Affected line item or subline item, if applicable; and

(iv) Contractor point of contact.

(2) Provide a copy of the remittance and supporting documentation to the Contracting Officer.

(End of clause)

#### 52.232-18 Availability of Funds (Apr 1984)

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Funds are not presently available for this contract. The Government's obligation under this contract is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise until funds are made available to the Contracting Officer for this contract and until the Contractor receives notice of such availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

#### 52.232-19 Availability of Funds for the Next Fiscal Year (Apr 1984)

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Funds are not presently available for performance under this contract beyond \_\_\_\_\_. The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond \_\_\_\_\_, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

**[END OF ADDENDUM TO FAR 52.212-4]**

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

- (1) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).
- (2) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).
- (3) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).
- (4) 52.209-10, Prohibition on Contracting with Inverted Domestic Corporations (Nov 2015).
- (5) 52.233-3, Protest After Award (Aug 1996) (31 U.S.C. 3553).
- (6) 52.233-4, Applicable Law for Breach of Contract Claim (Oct 2004)(Public Laws 108-77 and 108-78 (19 U.S.C. 3805 note)).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

*[Contracting Officer check as appropriate.]*

- \_\_\_ (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (Jun 2020), with Alternate I (Oct 1995) (41 U.S.C. 4704 and 10 U.S.C. 2402).
- \_\_\_ (2) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509)).
- \_\_\_ (3) 52.203-15, Whistleblower Protections under the American Recovery and Reinvestment Act of 2009 (June 2010) (Section 1553 of Pub. L. 111-5). (Applies to contracts funded by the American Recovery and Reinvestment Act of 2009.)
- \_\_\_ (4) 52.204-10, Reporting Executive Compensation and First-Tier Subcontract Awards (Jun 2020) (Pub. L. 109-282) (31 U.S.C. 6101 note).
- \_\_\_ (5) [Reserved].
- \_\_\_ (6) 52.204-14, Service Contract Reporting Requirements (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (7) 52.204-15, Service Contract Reporting Requirements for Indefinite-Delivery Contracts (Oct 2016) (Pub. L. 111-117, section 743 of Div. C).
- \_\_\_ (8) 52.209-6, Protecting the Government's Interest When Subcontracting with Contractors Debarred, Suspended, or Proposed for Debarment. (Jun 2020) (31 U.S.C. 6101 note).
- \_\_\_ (9) 52.209-9, Updates of Publicly Available Information Regarding Responsibility Matters (Oct 2018) (41 U.S.C. 2313).
- \_\_\_ (10) [Reserved].
- \_\_\_ (11)(i) 52.219-3, Notice of HUBZone Set-Aside or Sole-Source Award (Mar 2020) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-3.
- \_\_\_ (12)(i) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (Mar 2020) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-4.
- \_\_\_ (13) [Reserved]

- \_\_\_ (14)(i) 52.219-6, Notice of Total Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-6.
- \_\_\_ (15)(i) 52.219-7, Notice of Partial Small Business Set-Aside (Mar 2020) (15 U.S.C. 644).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-7.
- \_\_\_ (16) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)).
- \_\_\_ (17)(i) 52.219-9, Small Business Subcontracting Plan (Jun 2020) (15 U.S.C. 637(d)(4)).
- \_\_\_ (ii) Alternate I (Nov 2016) of 52.219-9.
- \_\_\_ (iii) Alternate II (Nov 2016) of 52.219-9.
- \_\_\_ (iv) Alternate III (Jun 2020) of 52.219-9.
- \_\_\_ (v) Alternate IV (Jun 2020) of 52.219-9.
- \_\_\_ (18)(i) 52.219-13, Notice of Set-Aside of Orders (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-13
- \_\_\_ (19) 52.219-14, Limitations on Subcontracting (Mar 2020) (15 U.S.C. 637(a)(14)).
- \_\_\_ (20) 52.219-16, Liquidated Damages--Subcon-tracting Plan (Jan 1999) (15 U.S.C. 637(d)(4)(F)(i)).
- \_\_\_ (21) 52.219-27, Notice of Service-Disabled Veteran-Owned Small Business Set-Aside (Mar 2020) (15 U.S.C. 657f).
- \_\_\_ (22)(i) 52.219-28, Post Award Small Business Program Rerepresentation (May 2020) (15 U.S.C. 632(a)(2)).
- \_\_\_ (ii) Alternate I (Mar 2020) of 52.219-28.
- \_\_\_ (23) 52.219-29, Notice of Set-Aside for, or Sole Source Award to, Economically Disadvantaged Women-Owned Small Business Concerns (Mar 2020) (15 U.S.C. 637(m)).
- \_\_\_ (24) 52.219-30, Notice of Set-Aside for, or Sole Source Award to, Women-Owned Small Business Concerns Eligible Under the Women-Owned Small Business Program (Mar 2020) (15 U.S.C. 637(m)).
- \_\_\_ (25) 52.219-32, Orders Issued Directly Under Small Business Reserves (Mar 2020) (15 U.S.C. 644(r)).
- \_\_\_ (26) 52.219-33, Nonmanufacturer Rule (Mar 2020) (15 U.S.C. 637(a)(17)).
- \_\_\_ (27) 52.222-3, Convict Labor (June 2003) (E.O. 11755).
- \_\_\_ (28) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (Jan 2020) (E.O. 13126).
- \_\_\_ (29) 52.222-21, Prohibition of Segregated Facilities (Apr 2015).
- \_\_\_ (30)(i) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).
- \_\_\_ (ii) Alternate I (Feb 1999) of 52.222-26.
- \_\_\_ (31)(i) 52.222-35, Equal Opportunity for Veterans (Jun 2020)(38 U.S.C. 4212).
- \_\_\_ (ii) Alternate I (July 2014) of 52.222-35.
- \_\_\_ (32)(i) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

- \_\_ (ii) Alternate I (July 2014) of 52.222-36.
- \_\_ (33) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212).
- \_\_ (34) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496).
- \_\_ (35)(i) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (ii) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O. 13627).
- \_\_ (36) 52.222-54, Employment Eligibility Verification (Oct 2015). (Executive Order 12989). (Not applicable to the acquisition of commercially available off-the-shelf items or certain other types of commercial items as prescribed in 22.1803.)
- \_\_ (37)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Items (May 2008) (42 U.S.C. 6962(c)(3)(A)(ii)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (ii) Alternate I (May 2008) of 52.223-9 (42 U.S.C. 6962(i)(2)(C)). (Not applicable to the acquisition of commercially available off-the-shelf items.)
- \_\_ (38) 52.223-11, Ozone-Depleting Substances and High Global Warming Potential Hydrofluorocarbons (Jun 2016) (E.O. 13693).
- \_\_ (39) 52.223-12, Maintenance, Service, Repair, or Disposal of Refrigeration Equipment and Air Conditioners (Jun 2016) (E.O. 13693).
- \_\_ (40)(i) 52.223-13, Acquisition of EPEAT®-Registered Imaging Equipment (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Oct 2015) of 52.223-13.
- \_\_ (41)(i) 52.223-14, Acquisition of EPEAT®-Registered Televisions (Jun 2014) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-14.
- \_\_ (42) 52.223-15, Energy Efficiency in Energy-Consuming Products (May 2020) (42 U.S.C. 8259b).
- \_\_ (43)(i) 52.223-16, Acquisition of EPEAT®-Registered Personal Computer Products (Oct 2015) (E.O.s 13423 and 13514).
- \_\_ (ii) Alternate I (Jun 2014) of 52.223-16.
- \_\_ (44) 52.223-18, Encouraging Contractor Policies to Ban Text Messaging While Driving (Jun 2020) (E.O. 13513).
- \_\_ (45) 52.223-20, Aerosols (Jun 2016) (E.O. 13693).
- \_\_ (46) 52.223-21, Foams (Jun 2016) (E.O. 13693).
- \_\_ (47)(i) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).
- \_\_ (ii) Alternate I (Jan 2017) of 52.224-3.
- \_\_ (48) 52.225-1, Buy American--Supplies (May 2014) (41 U.S.C. chapter 83).
- \_\_ (49)(i) 52.225-3, Buy American--Free Trade Agreements--Israeli Trade Act (May 2014) (41 U.S.C. chapter 83, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, 19 U.S.C. 3805 note, 19 U.S.C. 4001 note, Pub. L. 103-182, 108-77, 108-78, 108-286, 108-302, 109-53, 109-169, 109-283, 110-138, 112-41, 112-42, and 112-43).
- \_\_ (ii) Alternate I (May 2014) of 52.225-3.
- \_\_ (iii) Alternate II (May 2014) of 52.225-3.
- \_\_ (iv) Alternate III (May 2014) of 52.225-3.

- \_\_ (50) 52.225-5, Trade Agreements (Oct 2019) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- \_\_ (51) 52.225-13, Restrictions on Certain Foreign Purchases (June 2008) (E.O.'s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of the Treasury).
- \_\_ (52) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).
- \_\_ (53) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (Nov 2007) (42 U.S.C. 5150).
- \_\_ (54) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (Nov 2007) (42 U.S.C. 5150).
- \_\_ (55) 52.229-12, Tax on Certain Foreign Procurements (Jun 2020).
- \_\_ (56) 52.232-29, Terms for Financing of Purchases of Commercial Items (Feb 2002) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_ (57) 52.232-30, Installment Payments for Commercial Items (Jan 2017) (41 U.S.C. 4505, 10 U.S.C. 2307(f)).
- \_\_ (58) 52.232-33, Payment by Electronic Funds Transfer--System for Award Management (Oct 2018) (31 U.S.C. 3332).
- \_\_ (59) 52.232-34, Payment by Electronic Funds Transfer--Other than System for Award Management (Jul 2013) (31 U.S.C. 3332).
- \_\_ (60) 52.232-36, Payment by Third Party (May 2014) (31 U.S.C. 3332).
- \_\_ (61) 52.239-1, Privacy or Security Safeguards (Aug 1996) (5 U.S.C. 552a).
- \_\_ (62) 52.242-5, Payments to Small Business Subcontractors (Jan 2017)(15 U.S.C. 637(d)(13)).
- \_\_ (63)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631).
- \_\_ (ii) Alternate I (Apr 2003) of 52.247-64.
- \_\_ (iii) Alternate II (Feb 2006) of 52.247-64.
- (c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items:
- [Contracting Officer check as appropriate.]*
- \_\_ (1) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).
- \_\_ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_ (3) 52.222-43, Fair Labor Standards Act and Service Contract Labor Standards-Price Adjustment (Multiple Year and Option Contracts) (Aug 2018) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_ (4) 52.222-44, Fair Labor Standards Act and Service Contract Labor Standards--Price Adjustment (May 2014) (29 U.S.C. 206 and 41 U.S.C. chapter 67).
- \_\_ (5) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_ (6) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services--Requirements (May 2014) (41 U.S.C. chapter 67).
- \_\_ (7) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

\_\_\_ (8) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

\_\_\_ (9) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792).

(d) *Comptroller General Examination of Record*. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, as defined in FAR 2.101, on the date of award of this contract and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e)(1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in this paragraph (e)(1) in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.203-13, Contractor Code of Business Ethics and Conduct (Jun 2020) (41 U.S.C. 3509).

(ii) 52.203-19, Prohibition on Requiring Certain Internal Confidentiality Agreements or Statements (Jan 2017) (section 743 of Division E, Title VII, of the Consolidated and Further Continuing Appropriations Act, 2015 (Pub. L. 113-235) and its successor provisions in subsequent appropriations acts (and as extended in continuing resolutions)).

(iii) 52.204-23, Prohibition on Contracting for Hardware, Software, and Services Developed or Provided by Kaspersky Lab and Other Covered Entities (Jul 2018) (Section 1634 of Pub. L. 115-91).

(iv) 52.204-25, Prohibition on Contracting for Certain Telecommunications and Video Surveillance Services or Equipment. (Aug 2020) (Section 889(a)(1)(A) of Pub. L. 115-232).

(v) 52.219-8, Utilization of Small Business Concerns (Oct 2018) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds the applicable threshold specified in FAR 19.702(a) on the date of subcontract award, the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(vi) 52.222-21, Prohibition of Segregated Facilities (Apr 2015)

(vii) 52.222-26, Equal Opportunity (Sept 2016) (E.O. 11246).

(viii) 52.222-35, Equal Opportunity for Veterans (Jun 2020) (38 U.S.C. 4212).

(ix) 52.222-36, Equal Opportunity for Workers with Disabilities (Jun 2020) (29 U.S.C. 793).

(x) 52.222-37, Employment Reports on Veterans (Jun 2020) (38 U.S.C. 4212)

(xi) 52.222-40, Notification of Employee Rights Under the National Labor Relations Act (Dec 2010) (E.O. 13496). Flow down required in accordance with paragraph (f) of FAR clause 52.222-40.

(xii) 52.222-41, Service Contract Labor Standards (Aug 2018) (41 U.S.C. chapter 67).

(xiii) (A) 52.222-50, Combating Trafficking in Persons (Jan 2019) (22 U.S.C. chapter 78 and E.O 13627).



(B) Alternate I (Mar 2015) of 52.222-50 (22 U.S.C. chapter 78 and E.O 13627).

(xiv) 52.222-51, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment-Requirements (May 2014) (41 U.S.C. chapter 67).

(xv) 52.222-53, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Requirements (May 2014) (41 U.S.C. chapter 67).

(xvi) 52.222-54, Employment Eligibility Verification (Oct 2015) (E.O. 12989).

(xvii) 52.222-55, Minimum Wages Under Executive Order 13658 (Dec 2015).

(xviii) 52.222-62, Paid Sick Leave Under Executive Order 13706 (Jan 2017) (E.O. 13706).

(xix)(A) 52.224-3, Privacy Training (Jan 2017) (5 U.S.C. 552a).

(B) Alternate I (Jan 2017) of 52.224-3.

(xx) 52.225-26, Contractors Performing Private Security Functions Outside the United States (Oct 2016) (Section 862, as amended, of the National Defense Authorization Act for Fiscal Year 2008; 10 U.S.C. 2302 Note).

(xxi) 52.226-6, Promoting Excess Food Donation to Nonprofit Organizations (Jun 2020) (42 U.S.C. 1792). Flow down required in accordance with paragraph (e) of FAR clause 52.226-6.

(xxii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (Feb 2006) (46 U.S.C. Appx. 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the Contractor may include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

#### Section 4 - List of Attachments

##### No Clauses

Identifier	Title	Number of Pages
1	PR-20-03353 Kendall County.pdf	2
2	15JUST-20-PR-0492 Kendall County.pdf	3
3	15JUST20P00000575 Kendall County signed.pdf	31



# **KENDALL COUNTY OFFICE OF THE SHERIFF**

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



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## INTEROFFICE MEMORANDUM

To: County Board  
From: Dwight Baird, Kendall County Sheriff  
Date: August 13, 2021  
Re: Approval of Replacement Squad  
Cc: As needed

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On June 26, 2021, we had squad car #6 totaled in an accident at Grove Road and Walker Road. The other driver failed to yield at the stop sign and did not have vehicle insurance. We received **\$18,325.00** from our insurance for the totaled squad car and was deposited into the county Liability Fund. The amount we received is \$10,000 less than the squad car is worth because we have a **\$10,000** deductible. We need to replace this squad car and are able to with a 2020 Ford F150 truck for a cost of **\$37,885.00** from Morrow Brothers Ford, Inc. which was awarded the state bid for squad purchases. I am requesting to use **\$28,325.00** from the Insurance Liability Fund towards the purchase of the replacement squad since the deductible amount was budgeted in the FY 21 budget.

The Sheriff's Office has \$30,171.00 remaining in the Public Safety Capital Vehicle Fund 69760 for FY 21 and I am requesting to use **\$9,560.00** towards this purchase.

The Finance Committee approved this purchase from the aforementioned funds at the August 12, 2021 Finance Committee meeting.

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>7/1/21-7/31/21</b>	<b>7/1/20-7/31/20</b>	<b>7/1/19-7/31/19</b>
<b>Line Item</b>	<b>Fund</b>	<b>Revenue</b>	<b>Revenue</b>	<b>Revenue</b>
CLKFEE	County Clerk Fees	\$1,223.50	\$1,154.50	\$893.50
MARFEE	County Clerk Fees - Marriage License	\$2,310.00	\$2,370.00	\$1,680.00
CIVFEE	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$0.00
ASSUME	County Clerk Fees - Assumed Name	\$35.00	\$75.00	
CRTCOP	County Clerk Fees - Certified Copy	\$1,906.00	\$2,222.00	
NOTARY	County Clerk Fees - Notary	\$285.00	\$215.00	
MISINC	County Clerk Fees - Misc	\$34.00	\$42.50	\$2,248.50
	County Clerk Fees - Misc Total	\$5,793.50	\$6,079.00	\$4,822.00
RECREE	County Clerk Fees - Recording	\$42,133.00	\$39,809.00	\$30,366.00
	Total County Clerk Fees	\$47,926.50	\$45,888.00	\$35,188.00
CTYREV	County Revenue	\$58,817.25	\$37,133.75	\$42,211.00
DCSTOR	Doc Storage	\$24,659.50	\$23,348.50	\$17,781.50
GISMAP	GIS Mapping	\$78,120.00	\$73,980.00	\$30,017.00
GISRCD	GIS Recording	\$5,208.00	\$4,932.00	\$3,753.00
INTRST	Interest	\$32.78	\$25.87	\$21.74
RECMIS	Recorder's Misc	\$443.00	\$11,208.75	\$919.00
RHSP	RHSP/Housing Surcharge	\$22,023.00	\$20,781.00	\$16,083.00
TAXCRT	Tax Certificate Fee	\$520.00	\$640.00	\$360.00
TAXFEE	Tax Sale Fees	\$0.00	\$60.00	\$0.00
PSTFEE	Postage Fees			\$ -
CK # 19280	To KC Treasurer	\$237,750.03	\$217,997.87	\$146,334.24
Death Certificate Surcharge sent from Clerk's office \$1432.00 ck # 19278				
Dom Viol Fund sent from Clerk's office \$385.00 ck 19279				

# Office of Jill Ferko

Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

## Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR EIGHT MONTHS ENDED 07/31/2021.

<u>REVENUES*</u>	Annual <u>Budget</u>	2021 YTD <u>Actual</u>	2021 YTD% <u>%</u>	2020 YTD <u>Actual</u>	2020 YTD <u>%</u>
Personal Property Repl. Tax	\$390,000	\$454,425	116.52%	\$236,005	60.51%
State Income Tax	\$2,300,000	\$2,173,983	94.52%	\$1,722,263	74.88%
Local Use Tax	\$900,000	\$552,387	61.38%	\$630,378	90.05%
State Sales Tax	\$530,000	\$295,023	55.66%	\$362,874	65.98%
County Clerk Fees	\$325,000	\$354,933	109.21%	\$278,897	85.81%
Circuit Clerk Fees	\$1,220,000	\$794,227	65.10%	\$686,401	50.84%
Fines & Foreits/St Atty.	\$275,000	\$169,061	61.48%	\$182,461	60.82%
Building and Zoning	\$68,000	\$101,550	149.34%	\$75,595	111.17%
Interest Income	\$100,000	\$13,942	13.94%	\$130,179	65.09%
Health Insurance - Empl. Ded.	\$1,467,439	\$201,334	13.72%	\$805,563	63.60%
1/4 Cent Sales Tax	\$3,075,000	\$1,849,679	60.15%	\$1,993,428	64.20%
County Real Estate Transf Tax	\$450,000	\$386,126	85.81%	\$330,358	77.73%
Federal Inmate Revenue	\$2,044,000	\$1,065,120	52.11%	\$1,508,800	73.82%
Sheriff Fees	\$140,000	\$53,278	38.06%	\$64,885	38.17%
<b>TOTALS</b>	<b>\$13,284,439</b>	<b>\$8,465,067</b>	<b>63.72%</b>	<b>\$9,008,088</b>	<b>68.28%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,250,000</b>	<b>\$3,202,482</b>	<b>61.00%</b>	<b>\$3,433,751</b>	<b>64.50%</b>
<b>Transportation Sales Tax</b>	<b>\$5,250,000</b>	<b>\$3,202,482</b>	<b>61.00%</b>	<b>\$3,433,751</b>	<b>57.23%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 8 months the revenue and expense should at 66.64%

**\*\*PLEASE NOTE, THE AMOUNTS BEING REPORTED NOW REFLECT ALL ACCRUALS NOTED IN THE AUDIT. THEREFORE COMPARING PRIOR YEAR REVENUES TO LAST YEAR REVENUES IS NOT A GOOD COMPARISON.**

### EXPENDITURES

All General Fund Offices/Categories	<b>\$31,020,242</b>	<b>\$17,620,951</b>	<b>56.80%</b>	<b>\$18,502,906</b>	<b>62.59%</b>
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# Criminal Assessment Schedule Reporting

County: Kendall

Date of Report: 6/30/2021

[M.R. 30733](#)

[Click here for assistance \(b\)\(1\)](#)

## Criminal cases filed and the nature of the charges within those cases

Reference	Type and Nature of Charges	Number Reported
a	Total felony cases filed	204
b	Felony driving under the influence of alcohol, drugs, or a combination thereof	28
c	Felony cases that contain at least one count of driving under the influence of alcohol, drugs, or a combination thereof	64
d	Felony cases that contain at least one count of a drug offense	38
e	Felony cases that contain at least one count of a sex offense	5
f	Total misdemeanor cases filed	373
g	Misdemeanor driving under the influence of alcohol, drugs, or a combination thereof	121
h	Misdemeanor cases that contain at least one count of a drug offense	4
i	Misdemeanor cases that contain at least one count of a sex offense	2
j	Total traffic offense counts	2353
j(1)	Total traffic cases, if different from (j) <i>see instructions</i>	2353
k	Traffic offense counts of a misdemeanor offense under the Illinois Vehicle Code	624
k(1)	Total misdemeanor traffic cases, if different from (k) <i>see instructions</i>	624
l	Traffic offense counts of an overweight offense under the Illinois Vehicle Code	0
l(1)	Overweight cases, if different from (l) <i>see instructions</i>	0
m	Traffic offense counts that are satisfied under Supreme Court Rule 529	312
n	Conservation counts	7
n(1)	Conservation cases, if different from (n), <i>see instructions</i>	7
o	Ordinance counts that do not contain an offense under the Illinois Vehicle Code	16
o(1)	Ordinance cases, if different from (o), <i>see instructions</i>	16

[Click here for assistance \(b\)\(2\)](#)

## Criminal and quasi-criminal assessment schedules imposed

Please check here if your CMS is not able to count a schedule if it was 100% waived:

*Note that waivers should not have been granted on Illinois Vehicle Code violations.*

Schedule	Assessment Schedule	Number of Schedules Imposed (a)	Amount of Fines Imposed (b)	Number of 25% waivers (c1)	Number of 50% waivers (c2)	Number of 75% waivers (c3)	Number of 100% waivers (c4)
1	Felony Generic	122	\$30,578	0	1	0	47
2	Felony DUI (see (b)(2) instructions)	13	\$6,599	0	0	0	2
3	Felony Drug	31	\$20,060	0	0	0	12
4	Felony Sex	2	\$1,750	0	0	0	2
5	Misdemeanor Generic	206	\$39,753	1	0	0	97
6	Misdemeanor DUI (see (b)(2) instructions)	100	\$42,100	0	0	0	0
7	Misdemeanor Drug	2	\$600	0	0	0	0
8	Misdemeanor Sex	1	\$75	0	0	0	0
9	Major Traffic	54	\$46,847	0	0	0	0
10	Minor Traffic	950	\$91,506	0	0	0	0
10.5	Overweights	1	\$0	0	0	0	0
11	Conservation	1	\$0	0	0	0	0
12	Prepay 529	349	\$0				
13	Ordinance, Non-CV, Non-IVC	9	\$15,595	0	0	0	0

Reference	Conditional Assessment (d)	Number of Imposed (d)	Amount of Assessments Imposed
15-70(1)	Arson Assessment	1	\$500
15-70(2)	Child Pornography Assessment	2	\$1,000
15-70(3)	Crime Laboratory Drug Analysis	21	\$2,000
15-70(4)	DNA Analysis Assessment	53	\$12,250
15-70(5)	DUI Analysis Assessment	7	\$3,200
15-70(6)	Street Value Drug Related Assessment - Controlled Substances	0	\$0
15-70(6.5)	Kane or Will County 5-1101.3 Assessment	0	\$0
15-70(7)	Street Value Drug Related Assessment - Methamphetamines	0	\$0
15-70(8)	Order of Protection violations - Domestic Violence Surveillance Programs	8	\$1,600
15-70(9)	Order of Protection violations - Domestic Violence Abuser Services	10	\$250
15-70(10)	State's Attorney Records Automation Assessment	714	\$2,146
15-70(10)	Public Defender Records Automation Assessment	378	\$750
15-70(11)	Speeding Construction Zone - Transportation Safety Highway Hire-back Funds	629	\$314
15-70(12)	IVC Supervision - Prisoner Review Board Vehicle and Equipment Fund	34	\$6,100
15-70(13)	Domestic Violence family/household members - Domestic Violence Shelter and Service Fund	8	\$700
15-70(13)	Domestic Violence family/household members - Sexual Assault Services Fund	0	\$0
15-70(14)	Emergency Response - DUI/OUI	13	\$8,000
15-70(15)	Emergency Response - Drug Response	0	\$0
15-70(16)	Emergency Response - Speed/Reckless Driving Response	1	\$750
*** (14) (15) (16)	<i>If you cannot separate the Emergency Response funds, please put the consolidated numbers here</i>	0	\$0
15-70(17)	Human Trafficking Assessment	20	\$630
15-70(18)	Weapons related violation - Trauma Center Fund	0	\$0

[Click here for assistance \(b\)\(3\)](#)

### Fine Disbursement Reporting

Schedule	Assessment Schedule	# Cases with Schedule Disbursement	# of Cases with Fine Disbursement	Amount of Fines Disbursed
1	Felony Generic	54	11	\$4,831
2	Felony DUI	7	1	\$0
3	Felony Drug	21	10	\$8,765
4	Felony Sex	1	1	\$1,750
5	Misdemeanor Generic	90	46	\$12,320
6	Misdemeanor DUI	58	5	\$2,315
7	Misdemeanor Drug	0	0	\$0
8	Misdemeanor Sex	0	0	\$0
9	Major Traffic	199	150	\$12,271
10	Minor Traffic	153	403	\$21,680
10.5	Overweights	1	0	\$0
11	Conservation	1	0	\$0
12	Prepay 529	348	0	\$0
13	Ordinance, Non-CV, Non-IVC	5	5	\$150

**Fund Disbursement Reporting**

Amount of assessment disbursed during reporting period, as part of an assessment schedule or conditional assessment.

Schedule Assessments (d)	Disbursed under Sch 1	Disbursed under Sch 2	Disbursed under Sch 3	Disbursed under Sch 4	Disbursed under Sch 5	Disbursed under Sch 6	Disbursed under Sch 7	Disbursed under Sch 8
<b>County Funds</b>								
<i>County Funds</i>	<i>County Funds</i>		<i>County Funds</i>		<i>County Funds</i>			
Court Automation Fund	\$140	\$40	\$160	\$0	\$680	\$880	\$0	\$0
Document Storage Fund	\$140	\$40	\$160	\$0	\$680	\$880	\$0	\$0
Circuit Clerk Operations and Administration Fund	\$35	\$10	\$40	\$0	\$220	\$220	\$0	\$0
Circuit Clerk Electronic Citation Fund					\$272	\$352	\$0	\$0
County General Fund	\$1,195	\$270	\$2,100	\$0	\$5,036	\$5,259	\$0	\$0
Kane & Will Counties only, Section 5-1101.3 disbursement	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Children's Advocacy Center Fund	\$10	\$0	\$0	\$0	\$30	\$0	\$0	\$0
State's Attorney Records Automation Fund	\$4	\$0	\$6	\$20	\$6	\$0	\$0	\$0
Public Defender's Records Automation Fund	\$4	\$0	\$8	\$0	\$20	\$8	\$0	\$0
County Jail Medical Costs Fund	\$80	\$0	\$160	\$0	\$210	\$70	\$0	\$0
Probation and Court Services Fund	\$40	\$0	\$80	\$0	\$200	\$80	\$0	\$0
<b>State Funds</b>								
<i>State Funds</i>	<i>State Funds</i>		<i>State Funds</i>		<i>State Funds</i>			
State Police Operations Assistance Fund (SPOAF)	\$100	\$0	\$150	\$0	\$500	\$1,026	\$0	\$0
State Police Merit Board Public Safety Fund	\$20	\$0	\$15	\$0	\$100	\$20	\$0	\$0
Traffic and Criminal Conviction Surcharge Fund (LETSB)	\$70	\$0	\$105	\$0	\$200	\$480	\$0	\$0
Violent Crime Victims Assistance Fund (VCVA)	\$200	\$0	\$300	\$0	\$711	\$225	\$0	\$0
Drivers Education Fund		\$0				\$35		
Trauma Center Fund		\$0	\$300			\$300	\$0	
Spinal Cord Injury Paralysis Cure Research Trust Fund		\$0	\$20			\$20	\$0	
Law Enforcement Camera Grant Fund		\$0				\$20		
Prescription Pill and Drug Disposal Fund			\$152				\$0	
Sexual Assault Services Fund				\$0				\$0
Domestic Violence Shelter and Services Fund				\$0	\$0			\$0
Domestic Violence Abuser Services Fund	\$620				\$1,878			
Drug Treatment Fund			\$7,728				\$0	
CJIA Projects Fund			\$0				\$0	
Fire Prevention Fund						\$88		
State Crime Laboratory Fund	\$0	\$0	\$720	\$0	\$0	\$0	\$0	\$0
Offender DNA Identification System Fund	\$845	\$0	\$1,212	\$0	\$0	\$0		
Youth Drug Abuse Prevention Fund			\$0				\$0	
Specialized Services for Survivors of Human Trafficking	\$0			\$0	\$0			\$0
DUI Equipment Fund (total of State, County, Municipal contributions)		\$0				\$2,164		

[Click here for assistance \(b\)\(3\)cont.](#)

**Amount of assessment disbursed during reporting period, as part of an assessment schedule**

Schedule Assessments (d)	Disbursed under Sch 9	Disbursed under Sch 10	Disbursed under Sch 10.5	Disbursed under Sch 11	Disbursed under Sch 12	Disbursed under Sch 13
<i>County Funds</i>						
Court Automation Fund	\$2,980	\$7,040	\$0	\$20	\$6,920	\$80
Document Storage Fund	\$1,894	\$7,040	\$0	\$20	\$6,920	\$80
Circuit Clerk Operations and Administration Fund	\$745	\$1,760	\$0	\$5	\$1,730	\$20
Circuit Clerk Electronic Citation Fund	\$1,189	\$2,816	\$0	\$8	\$2,768	\$32
County General Fund	\$21,623	\$41,574	\$0	\$115	\$16,478	\$88
Kane & Will Counties only, Section 5-1101.3 disbursement	\$238	\$924	\$0	\$0	\$0	\$0
State's Attorney Records Automation Fund	\$12	\$464	\$0	\$0		\$0
Public Defender's Records Automation Fund	\$2,380	\$3,470	\$0	\$0		\$0
<i>State Funds</i>						
State Police Operations Assistance Fund (SPOAF)	\$0	\$0	\$0			
Conservation Operations Assistance Fund				\$27		\$50
State Police Merit Board Public Safety Fund	\$595	\$1,731	\$0		\$698	
Traffic and Criminal Conviction Surcharge Fund (LETSB)	\$4,760	\$6,898	\$0		\$1,416	
Violent Crime Victims Assistance Fund (VCVA)	\$595	\$1,024			\$1,382	
Drivers Education Fund	\$620	\$1,389			\$1,382	
Law Enforcement Camera Grant Fund		\$1,387			\$352	
Fire Prevention Fund	\$2,633					
State Crime Laboratory Fund	\$0	\$0	\$0	\$0	\$0	\$0
Transportation Safety Hire-back Fund	\$250	\$252				
Prisoner Review Board Vehicle and Equipment Fund	\$52	\$112	\$0	\$0	\$0	\$0



## Kendall County Circuit Clerk Report

**July Update:** In the month of July, the Circuit Clerks Office is continuing training for the new Manual of Recordkeeping changes, and updates to eFile. We had 1 staff leave the office and 1 give notice and are working on hiring the replacements. In addition, we are currently implementing the new state laws and mandates.

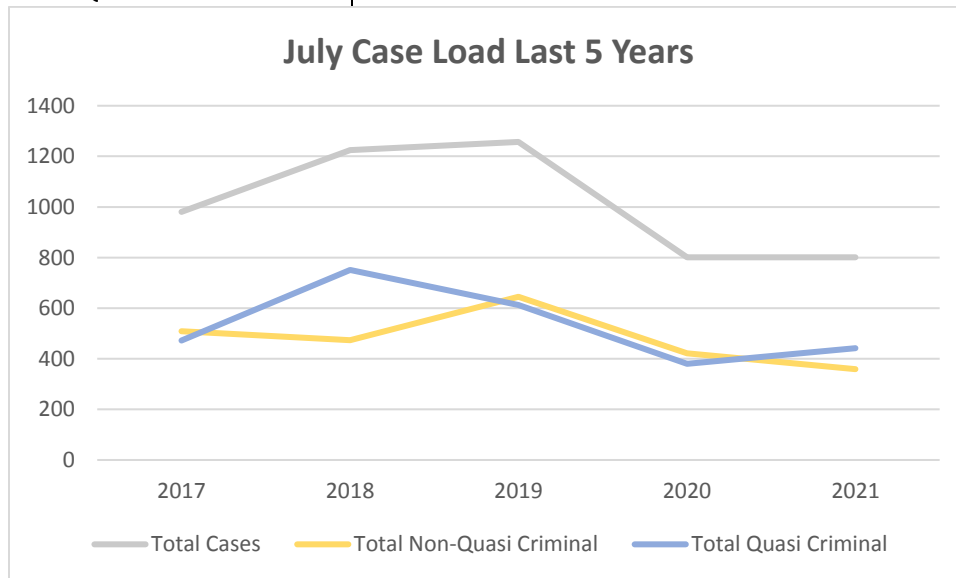
### 2021 Case Filings YTD

	JAN	FEB	MAR	APR	MAY	JUN	JUL
Adoption	2	0	1	2	0	1	2
Contempt of Court	3	4	3	0	5	2	4
Criminal Felony	16	29	42	27	34	56	27
Chancery	3	6	3	3	5	10	6
Civil Law Violation	1	1	1	0	3	1	0
Criminal Misdemeanor	45	33	34	51	38	55	46
Conservation Violation	2	1	0	0	2	2	6
Divorce	41	30	38	35	31	26	42
DUI	15	12	24	18	25	30	14
Eminent Domain	0	0	0	0	0	0	0
Family	16	5	13	10	9	12	9
Juvenile	0	0	2	0	4	2	0
Juvenile Abuse/Neglect	2	4	9	16	6	12	3
Juvenile Delinquency	6	4	13	2	6	14	16
Law	10	11	11	6	9	6	7
Law Magistrate	25	57	46	32	28	40	25
Mental Health	0	0	2	3	1	2	0
Misc. Remedy	22	27	30	24	28	28	20
Order of Protection	21	22	27	35	37	32	27
Ordinance Violation	0	4	4	2	4	1	4
Probate	15	24	20	14	6	17	20
Small Claims	118	117	140	84	89	110	73
Traffic	286	267	465	491	354	472	432
Tax	1	0	0	18	1	5	1
Wills	26	16	15	16	18	18	17
Misc	7	1	6	4	6	2	0
	<b>683</b>	<b>675</b>	<b>949</b>	<b>893</b>	<b>749</b>	<b>956</b>	<b>801</b>

**Note: CH Foreclosures filings are at 2, LM Evictions are 5**

## CIRCUIT CLERK: 2017-21 JULY CASELOAD NUMBERS

	2017	2018	2019	2020	2021
<b>Adoption</b>	3	2	1	2	2
<b>Contempt of Court</b>	1	1	0	1	4
<b>Criminal Felony</b>	31	26	43	29	27
<b>Chancery</b>	28	27	24	1	6
<b>Civil Law Violation</b>	18	18	7	1	0
<b>Criminal Misdemeanor</b>	75	70	77	50	46
<b>Conservation Violation</b>	9	4	1	1	6
<b>Divorce</b>	38	25	32	49	42
<b>DUI</b>	19	23	13	13	14
<b>Eminent Domain</b>	0	1	0	0	0
<b>Family</b>	5	9	10	4	9
<b>Juvenile</b>	0	0	1	0	0
<b>Juvenile Abuse/Neglect</b>	1	3	2	3	3
<b>Juvenile Delinquency</b>	19	17	17	8	16
<b>Law</b>	5	8	7	8	7
<b>Law Magistrate</b>	69	70	74	20	25
<b>Mental Health</b>	0	0	1	0	0
<b>Misc. Remedy</b>	28	18	25	24	20
<b>Order of Protection</b>	42	31	44	34	27
<b>Ordinance Violation</b>	1	1	0	1	4
<b>Probate</b>	13	12	17	17	20
<b>Small Claims</b>	88	103	235	138	73
<b>Traffic</b>	462	746	611	378	432
<b>Tax</b>	3	0	0	0	1
<b>Wills</b>	23	10	15	15	17
<b>Misc.</b>	0	0	0	4	0
<b>Total Cases</b>	<b>981</b>	<b>1225</b>	<b>1257</b>	<b>801</b>	<b>801</b>
<b>Total Non-Quasi Criminal</b>	509	474	645	421	359
<b>Total Quasi Criminal</b>	472	751	612	380	442





KENDALL COUNTY CORONER  
— JACQUIE PURCELL —

July, FY 2021 Monthly Report

Description	**	July 2021	Fiscal Year-to-Date	July 2020
Total Deaths		34	259	37/270
Natural Deaths		33	242	35/250
Accidental Deaths	**	1	11	1/11
Suicidal Deaths		0	5	2/8
Homicidal Deaths		0	0	1/1
Undetermined Death		0	0	0/0
Pending Death		0	1	0/0
Scenes Responded To		4	41	6
Bodies Transported		3	28	5
Autopsies		1	10	5/18
External Examinations		2	28	1
Toxicology		2	16	3/26
Cremation Authorizations		23	167	28/172

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(A):

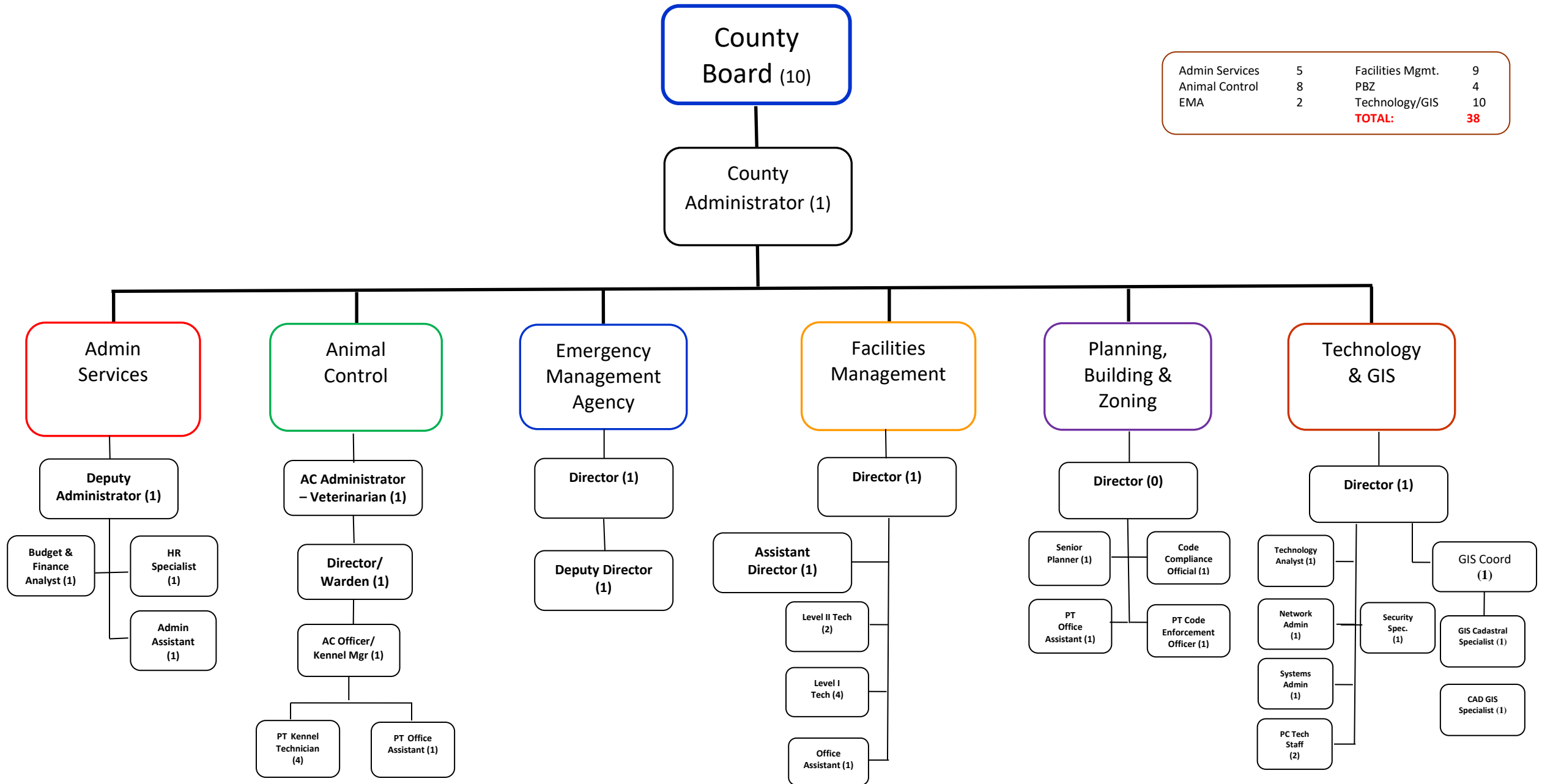
1. 07/23/2021 – Yorkville – 20yo, Male, Blunt Force Injuries due to SUV vs Flatbed Truck Collision.

**PERSONNEL/OFFICE ACTIVITY:**

1. On July 1, 2021, Chief Deputy Levi Gotte tested and received certification with the American Board of Medicolegal Death Investigators.
2. On July 10, Coroner Purcell provided a training for the IL Search and Rescue Council on Human Bone Identification.
3. There were a total of 19.0 community service hours served at the Kendall County Coroner’s Office during the month of July.

CARORUM AD CURAM

# KENDALL COUNTY, ILLINOIS ADMINISTRATIVE SERVICES DEPARTMENT ORGANIZATION CHART





# KENDALL COUNTY OFFICE OF THE SHERIFF

Dwight A. Baird, Sheriff  
1102 Cornell Lane Yorkville Illinois 60560  
Phone: 630-553-7500 Fax: 630-553-1972  
www.co.kendall.il.us/sheriff



## INTEROFFICE MEMORANDUM

To: Sheriff Dwight Baird  
From: Commander Jason Langston  
Date: August 5, 2021  
Re: Capital Purchase of Mobile Radios  
Cc: As Needed

*Approved  
JAL  
8-5-2021*

Sheriff Baird,

A multi-agency bid for purchase of radio equipment was finalized in 2020 to acquire both portable and mobile radios for the Kendall County Sheriff's Office. During FY2020 the portable radios were purchased from Abeam. During budget planning for FY2021, a request for the purchase of mobile radios for squad cars from that bid was made and approved.

Abeam, should be considered a sole source provider for this mobile radio purchase due to a proprietary function, DigiTalk, which is only available through Abeam. Additionally, pricing for the mobile radios has been established by the National Association of State Procurement Officials (NASPO) and Abeam is an authorized vendor, contract #06913, (authorized dealer and seller letter attached) to sell products to us at the NASPO pricing. Utilizing a prior vendor familiar with our equipment and needs would streamline any troubleshooting or installation issues that could arise.

The approved capital purchase for mobile radios was **\$75,808**. By utilizing alternative options of installing a hard mounted portable radio dock as opposed to installing a mobile radio into some vehicles where a hard mounted radio is not necessary, a savings of approximately **\$16,212.70** can be achieved. The updated alternative costs are \$57,245.30 for equipment and \$2,350 for labor for a total cost of **\$59,595.30**.

I would recommend the purchase of mobile radios from Abeam proceed immediately (estimate attached). There is no need for a new bid on the items, the stock is readily available for delivery, and installation can be scheduled as soon as possible.

Respectfully,

Commander Jason Langston #61

August 3, 2021

Kendall County Sheriff's Office  
Commander Jason Langston  
1102 Cornell Ln  
Yorkville, IL 60560

Re: ABEEP

Dear Jason,

Thank you for choosing to partner with JVCKENWOOD USA Corporation in support of equipment sales to public safety agencies in the State of Illinois. JVCKENWOOD USA is a current supplier under NASPO Contract # 06913 that has been extended to December 31,2021. And is currently working with the NASPO team regarding the new contract. A Beep LLC, located at 710 W Jefferson Street Joliet IL 60435 is an authorized JVCKENWOOD USA dealer and is authorized to resell JVCKENWOOD USA Corporation Products. A Beep LLC may offer quotations, accept purchase orders, deliver equipment and reconcile payment with State and local agencies within the State of Illinois.

The current NASPO Contract # 06913 adheres to the following Pricing Schedule:

- Contract Discount Is 30% Off Current MSRP
- Services; Per Hour Cost
- Technical Support Services \$150.00
- Equipment Installation \$115.00
- Equipment Repair \$115.00
- Training \$115.00

JVCKENWOOD USA Corporation  
2201 E. Dominguez St., Long Beach, CA 90810  
Tel 310-639-9000

The logo for JVCKENWOOD, featuring the company name in a bold, white, sans-serif font. The text is set against a blue background that consists of several overlapping, semi-transparent geometric shapes, primarily triangles and trapezoids, creating a modern, layered effect.

A Beep, LLC  
 710 W. Jefferson Street -  
 Joliet, IL, 60435  
 US



# Estimate

Date	Estimate #
Jul-29-2021	5117

<b>Name / Address</b>
Kendall County Sheriff's Office 1102 Cornell Lane Yorkville, IL 60560-1621

<b>Ship To</b>

<b>Project</b>

Description	Qty	U/M	Cost	Total
UHF (450-520MHz), 45 Watts NXDN Conventional / TYPE-C Trunking	34		\$700.002 06	\$23,800.07 EXP
UHF, (M), Straight, RG58, LMR-195, Coaxial braided, Connector, Crimp	34		\$4.00118	\$136.04 EXP
PCTCN4347 430-470 MHz, Unity Gain, 1/4 Wave, Mobile, N/A Connector	34		\$6.99794	\$237.93 EXP
Havis Face Plate NX5800	9		\$26.4777 8	\$238.30 EXP
Jotto Face Plate NX5800	17		\$42.2205 9	\$717.75 EXP
Rapid rate DC vehicular charger for TK-5x10/5x20, NX-5x00/x00/x10/x20, TK-x180, TK-x170, & TK-x360 portables with Lithium Ion /Lithium Polymer/NiMH packs only	13		\$214.895 38	\$2,793.64 EXP
License Key for P25 Conventional	34		\$402.50	\$13,685.00 EXP
AES & DES Encryption Module (Multi-Key)	34		\$393.399 12	\$13,375.57 EXP
Install Encryption	34		\$52.50	\$1,785.00 EXP
Radio Programming	34		\$14.00	\$476.00 EXP
Per Kenwood NASPO Contract Pricing	1		\$0.00	\$0.00
			8.75%	\$0.00
<b>Total</b>				<b>\$57,245.30</b>





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** August 9, 2021

**Amount:** N/A

**Budget:** N/A

**Issue:** Petition 21-24-Request from Dave Hamman on Behalf of KEKA Farms, LLC (Property Owner) and Pulte Home Corporation (Billboard Owner) to Renew a Special Use Permit Granted by Ordinance 2004-43 and Renewed by Ordinance 2019-22 Allowing the Placement of an Outdoor Advertising Sign (Billboard) at the Southeast Corner of the Intersection of U.S. 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township

## **Background and Discussion:**

The Petitioners are requesting a renewal of their special use permit. The Kendall County Zoning Ordinance and their existing special use permit require this type special use permit to be renewed every two (2) years.

The appearance of the sign and location of the sign shall be exhibits in the approval ordinance. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board. The advertising on the sign is restricted to Pulte's residential development. The sign will not be illuminated. They must follow applicable laws and comply with the conditions of the special use permit.

The record for the Petition can be found here,  
<https://www.co.kendall.il.us/home/showpublisheddocument/20564/637626218502070000>

The draft ordinance is attached.

## **Committee Action:**

ZPAC-Approval (6-0-4), RPC-Approval (8-0-2), ZBA-Approval with Conditions (4-0-3), Oswego Township-No Comments, City of Aurora-No Objections, Oswego Fire Protection Dist-No Objections, PBZ Committee-Approval with Conditions (4-0-1)

## **Staff Recommendation:**

Approval with Conditions

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning Department

**Date:** August 10, 2021



**ORDINANCE NUMBER 2021-\_\_\_\_\_**

**GRANTING A RENEWAL TO A SPECIAL USE PERMIT GRANTED BY ORDINANCE 2004-43  
ON PROPERTY ZONED M-2 HEAVY INDUSTRIAL DISTRICT FOR AN OUTDOOR  
ADVERTISING SIGN ON PROPERTY LOCATED AT THE SOUTHEAST CORNER OF U.S.  
ROUTE 34 AND HAFENRICHTER (FARNSWORTH) (PIN: 03-01-127-006)  
IN OSWEGO TOWNSHIP**

WHEREAS, Section 13:08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits, make amendments to existing special use permits, and place conditions on special use permits and provides the procedure through which special use permits are issued and amended; and

WHEREAS, Section 12:12 of the Kendall County Zoning Ordinance permits the placement of outdoor advertising structures and off-premise advertising signs as a special use permit with certain restrictions in the M-2 Heavy Industrial Zoning District; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the M-2 Heavy Industrial Zoning District and consists of approximately 42.9 acres located at the southeast corner of the intersection of U.S. Route 34 and Hafenrichter (Farnsworth) (PIN: 03-01-127-006) in Oswego Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property.”; and

WHEREAS, the subject property is currently owned by KEKA Farms, LLC and is represented by Dave Hamman and the owner leases the property to Pulte Home Corporation and shall collectively hereinafter be referred to as “Petitioner”; and

WHEREAS, on December 21, 2004, the Kendall County Board approved Ordinance 2004-43 granting a special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

WHEREAS, Condition #1 of Ordinance 2004-05 required that the special use granted by said ordinance be renewed every three years;

WHEREAS, on September 19, 2017, the Kendall County Board approved Ordinance 2017-14 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

WHEREAS, on August 27, 2019, the Kendall County Board approved Ordinance 2019-22 granting a renewal of the special use permit for the placement of an outdoor advertising sign (billboard) on the subject property with conditions; and

WHEREAS, Condition #2.C of Ordinance 2019-22 and Section 12:06.A.4 of the Kendall County Zoning Ordinance require special use permits for such signs to be renewed every two years; and

WHEREAS, on or about June 3, 2021, Petitioner filed a petition for renewal of the special use permit granted by Ordinance 2004-05 and renewed by Ordinance 2019-22; and

WHEREAS, following due and proper notice by publication in the Beacon-News on July 6, 2021, the Kendall

County Zoning Board of Appeals conducted a public hearing on August 2, 2021, at 7:00 p.m. in the County Office Building at 111 W. Fox Street in Yorkville, at which evidence, testimony, and exhibits in support of the requested renewal to an existing special use permit was presented and zero members of the public testified in favor or in opposition to the request; and

WHEREAS, based on the evidence, testimony, and exhibits, the Kendall County Zoning Board of Appeals has made their Findings of Fact and recommended approval with conditions of the renewal to an existing special use permit as set forth in the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, dated August 2, 2021, a true and correct copy of which is attached hereto as Exhibit B; and

WHEREAS, the Kendall County Planning, Building and Zoning Committee of the Kendall County Board has reviewed the testimony presented at the aforementioned public hearing and has considered the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has forwarded to the Kendall County Board a recommendation of approval with conditions of the requested renewal to an existing special use permit; and

WHEREAS, the Kendall County Board has considered the recommendation of the Planning, Building and Zoning Committee and the Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals, and has determined that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this renewal to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Findings of Fact and Recommendation of the Kendall County Zoning Board of Appeals attached hereto as Exhibit B is hereby accepted and the Findings of Fact set forth therein are hereby adopted as the Findings of Fact and Conclusions of this Kendall County Board.
2. The Kendall County Board hereby grants approval of Petitioner's petition for a renewal to an existing special use permit allowing the placement of an outdoor advertising structure (billboard) on the subject property subject to the following conditions:
  - A. The sign shall look substantially in the form as shown in Exhibit C attached hereto.
  - B. The sign shall be located substantially in the location depicted on the Site Plan attached hereto as Exhibit D.
  - C. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
  - D. The sign will not be illuminated.
  - E. The advertising on the sign is restricted to Pulte Home Corporation's residential development.

- F. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.
  - G. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
  - H. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.
3. This renewal to an existing special use permit shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property.
  4. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect this major amendment to an existing special use permit.

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 17<sup>th</sup> day of August, 2021.

Attest:

\_\_\_\_\_  
Kendall County Clerk  
Debbie Gillette

\_\_\_\_\_  
Kendall County Board Chairman  
Scott R. Gryder

Exhibit A

Legal Description

THAT PART OF THE SOUTH 1/2 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN AND PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, ALL DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WEST ALONG THE SOUTH LINE OF SAID SECTION 36, 1716.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTHERLY PARALLEL WITH THE EAST LINE OF SAID SECTION 36, 1194.70 FEET TO THE CENTER LINE OF U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 306.50 FEET; THENCE WEST ALONG A LINE FORMING AN ANGLE OF 139 DEGREES, 03 MINUTES, 06 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED COUNTERCLOCKWISE THEREFROM, 1700.90 FEET TO A POINT THAT IS 1679.04 FEET EASTERLY OF THE WEST LINE OF SAID SECTION 36; THENCE SOUTHERLY ALONG A LINE FORMING AN ANGLE OF 88 DEGREES, 17 MINUTES, 17 SECONDS WITH THE LAST DESCRIBED COURSE, AS MEASURED CLOCKWISE THEREFROM, 997.93 FEET TO A POINT ON THE SOUTH LINE OF SAID SECTION 36 THAT IS 1727.22 FEET EASTERLY OF THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE CONTINUING SOUTHERLY ALONG THE PROLONGATION OF THE LAST DESCRIBED COURSE 441.28 FEET TO THE CENTER LINE OF SAID U. S. ROUTE NO. 34; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE 486.62 FEET TO THE CENTER LINE OF HAFENRICHTER ROAD; THENCE SOUTHEASTERLY ALONG THE CENTER LINE OF SAID HAFENRICHTER ROAD 2472.21 FEET TO A LINE DRAWN PARALLEL WITH THE EAST LINE OF THE NORTHEAST 1/4 OF SAID SECTION 1 FROM THE POINT OF BEGINNING; THENCE NORTHERLY ALONG SAID PARALLEL LINE 1830.39 FEET TO THE POINT OF BEGINNING, EXCEPTING THEREFROM ALL THAT PART FALLING WITHIN THE SOUTHEAST 1/4 OF SECTION 36, TOWNSHIP 38 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 36; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SECTION 36, 1851.94 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS WITH SAID SOUTH LINE, MEASURED FROM WEST TO NORTH, 482.53 FEET, THIS LINE HEREINAFTER REFERRED CALLED LINE "A", FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED CLOCKWISE THEREFROM, 710.83 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH FORMS AN ANGLE OF 101 DEGREES 10 MINUTES 19 SECONDS WITH THE LAST DESCRIBED COURSE, MEASURED COUNTERCLOCKWISE THEREFROM, 327.11 FEET; THENCE NORTHWESTERLY ALONG A TANGENTIAL CURVE TO THE RIGHT HAVING A RADIUS OF 390.0 FEET, 244.0 FEET; THENCE NORTHWESTERLY ALONG A LINE WHICH IS TANGENT TO THE LAST DESCRIBED COURSE AT THE LAST DESCRIBED POINT, 200.0 FEET TO THE CENTER LINE OF U.S. ROUTE NO. 34; THENCE NORTHEASTERLY ALONG SAID CENTER LINE 653.09 FEET TO THE NORTHWESTERLY EXTENSION OF SAID LINE "A"; THENCE SOUTHEASTERLY ALONG SAID EXTENDED LINE "A" 470.73 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP AURORA, KANE COUNTY, ILLINOIS AND THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING THEREFROM THAT PART OF THE NORTH 1/2 OF SECTION 1, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, FALLING WITHIN THE FOLLOWING: COMMENCING AT THE SOUTHEAST CORNER OF SAID SOUTHEAST 1/4; THENCE WESTERLY ALONG THE SOUTH LINE OF SAID SOUTHEAST 1/4, 1851.94 FEET TO THE POINT OF BEGINNING; THENCE

NORTHWESTERLY AT AN ANGLE OF 16 DEGREES 39 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE PROLONGATION OF THE LAST DESCRIBED COURSE, 667.53 FEET TO A POINT; THENCE SOUTHWESTERLY AT AN ANGLE OF 97 DEGREES 52 MINUTES 31 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 721.67 FEET; THENCE SOUTHEASTERLY AT AN ANGLE OF 78 DEGREES 49 MINUTES 41 SECONDS, MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 426.88 FEET TO A POINT OF CURVE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT CONCAVE TO THE SOUTHWEST, THE CHORD OF WHICH FORMS AN ANGLE OF 163 DEGREES 10 MINUTES 57 SECONDS MEASURED COUNTERCLOCKWISE FROM THE LAST DESCRIBED COURSE HAVING A RADIUS OF 335.00 FEET, AN ARC DISTANCE OF 196.66 FEET AND A CHORD DISTANCE OF 193.85 FEET TO A POINT; THENCE NORTHEASTERLY AT AN ANGLE OF 84 DEGREES 21 MINUTES 17 SECONDS, MEASURED CLOCKWISE FROM THE CHORD OF THE LAST DESCRIBED COURSE, 727.61 FEET TO THE SOUTH LINE OF AFORESAID SOUTHEAST 1/4; THENCE EASTERLY ALONG THE SOUTH LINE OF THE AFORESAID SOUTHEAST 1/4 51.42 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF AURORA, KANE COUNTY, ILLINOIS AND IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS, AND ALSO EXCEPT THAT PART OF THE LAND CONVEYED TO DEPARTMENT OF TRANSPORTATION, STATE OF ILLINOIS BY INSTRUMENT RECORDED APRIL 26, 2007 AS DOCUMENT 200700013871, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS

AND ALSO EXCEPTING ALL THAT PART LYING NORTHERLY OF THE CENTERLINE OF U.S. 34

Exhibit B

The Kendall County Zoning Board of Appeals approved the following Findings of Fact and Recommendation at their meeting on August 2, 2021, by a vote of four (4) in favor and zero (0) in opposition. Members Cherry, LeCuyer, and Whitfield were absent.

**FINDINGS OF FACT**

§ 13:08.J of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order recommend in favor of the applicant on special use permit applications.

*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. **Provided that the sign remains at its current location, the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare of the public.***

*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. **True, the proposed special use will not negatively impact adjoining properties.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **This requirement is not applicable because the proposed special use does not require utilities, access roads, points of ingress and egress, drainage or other facilities.***

*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 Zoning Board of Appeals. **True, the proposed special use shall conform to the applicable regulations of the district.***

*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. **True, the proposed special use is consistent with the purposes and objectives of the Land Resource Management Plan.***

**RECOMMENDATION**

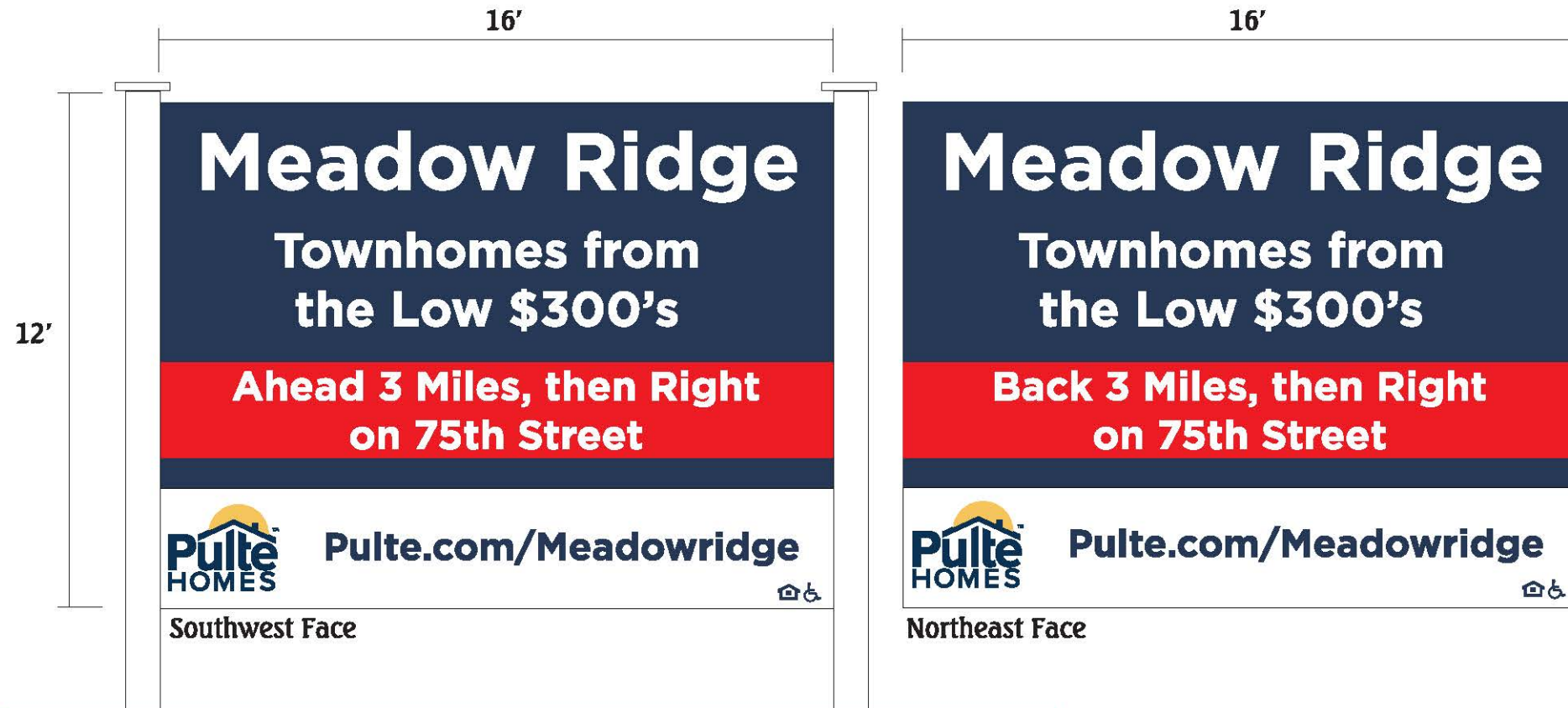
Approval subject to the following conditions:

1. The rendering of the sign and map depicting the location of the sign shall be Exhibits in the approval ordinance.
2. The sign will be removed or Pulte Home Corporation (or their successors) will apply to renew their special use in two (2) years from the date of approval of this ordinance by the County Board.
3. The sign will not be illuminated.
4. The advertising on the sign is restricted to Pulte Home Corporation's residential development.
5. The off-premise advertising structure allowed by this special use permit shall follow all applicable Federal, State and Local laws related to this type of use including, but not limited to, the distance from property line requirements of the Kendall County Zoning Ordinance.

6. Failure to comply with the above regulations and restrictions could result in the revocation of the special use permit.
7. If one or more of the above conditions is declared invalid by a court of competent jurisdiction, the remaining conditions shall remain valid.



12'x16' Double Sided Informational Billboard.  
NE Corner OF Fransworth & Ogden In Aurora.

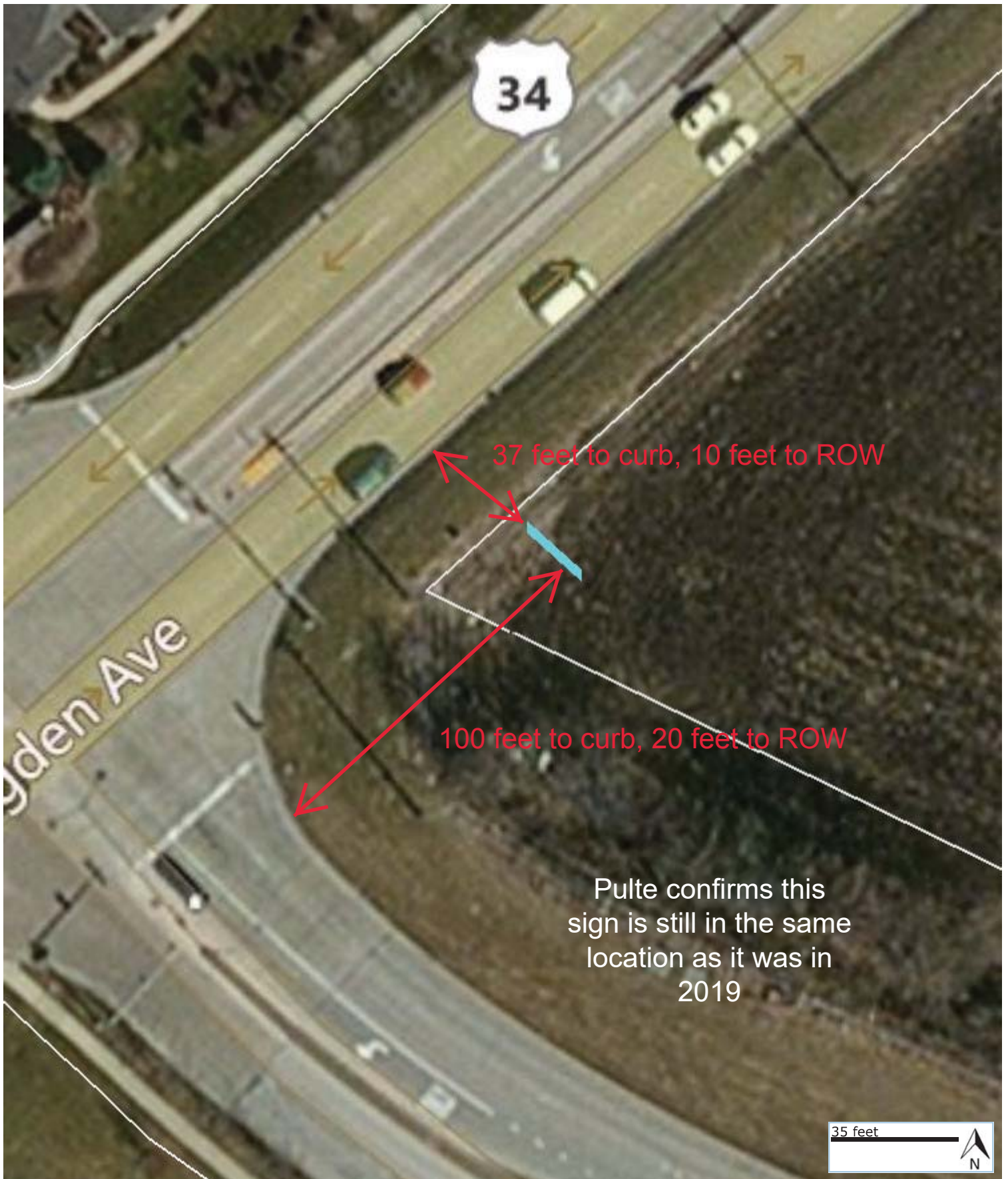


12'x16' Double Sided Billboard Re-face.  
3/8" MDO Painted Ronan Dark Blue w/White, Red & Digital Vinyl.

Approval Signature \_\_\_\_\_

**SIGNS NOW** 426 W. Fifth Ave. Phone: 630-357-2300  
 Naperville, IL. 60563 Fax: 630-357-3977 Signs@SignsNowNaperville.com







# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** August 9, 2021

**Amount:** N/A

**Budget:** N/A

**Issue:** Approval of an Intergovernmental Agreement between the Village of Millbrook and the County of Kendall to Administer the County's Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the Jurisdiction of the Village of Millbrook for a Term of One (1) Year in the Amount of \$1.00 Plus Associated Costs Paid by the Village of Millbrook to the County of Kendall

**Background and Discussion:**

The agreement between the Village of Millbrook and Kendall County allowing the County to provide Planning, Building and Zoning Department related services expires in September.

No changes from the previous contract are proposed.

During the current agreement period, the County conducted 2 investigations in Millbrook and issued 4 permits with 9 inspections.

The Village of Millbrook approved the proposal at their meeting in July.

A copy of the proposed Intergovernmental Agreement is attached.

**Committee Action:**

PBZ Committee-Approval (4-0-1)

**Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP, CFM

**Department:** Planning, Building and Zoning Department

**Date:** August 10, 2021

INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK  
AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this \_\_\_ day of September, 2021 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5<sup>th</sup>, 2002, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 *et seq.*) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement, and

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

- 1) The above recitals are incorporated by reference as if fully set forth herein.
- 2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time to time shall be adopted and incorporated by the Village of Millbrook as its own.

3) That for the consideration of \$1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.

4) In addition to the consideration set forth in Paragraph 3 above, the Village of Millbrook shall be responsible for all costs associated with the enforcement of the Zoning Ordinance of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, and the Countywide Stormwater Management Ordinance for cases within the boundaries of the Village of Millbrook. At the written request of the Village of Millbrook, Kendall County shall provide an estimated cost for investigating individual alleged violations. Upon approval of the cost estimate by the Village of Millbrook, Kendall County will conduct the necessary investigation and bill the Village of Millbrook accordingly. The Village of Millbrook shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Millbrook as provided herein.

5) The Village of Millbrook shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its 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, attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Millbrook shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) Kendall County shall maintain auto liability coverage for all County owned vehicles used by the County to perform its obligations pursuant to this Agreement. However, the Village of



Millbrook shall pay the full cost of the deductible incurred by the County for any auto insurance claims arising out of or related to the County's performance of its obligations pursuant to this Agreement.

8) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

9) This Agreement may be terminated by either party upon 30 days' written notice to the other party.

10) 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 prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

11) 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.

12) The County of Kendall and the Village of Millbrook 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.

13) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision.

14) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560

Village of Millbrook  
PO Box 51  
Millbrook, Illinois 60536

VILLAGE OF MILLBROOK

COUNTY OF KENDALL

BY:

[Redacted Signature]

Village President- Jackie Kowalski

BY:

Chairman of Kendall County Board

ATTEST:

[Redacted Signature]

Village Clerk

ATTEST:

Kendall County Clerk

## **Exhibit A**

### **Procedure for Processing Zoning & Subdivision Cases For The Village Of Millbrook Under County/Municipal Intergovernmental Agreement**

Under the terms of the intergovernmental Agreements executed between the Village of Millbrook and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, and Zoning Board of Appeals, will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of the municipality. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:

Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:

a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).

b.) Simultaneous to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:

a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from

## Exhibit A

the affected municipality will be invited to participate as sitting members of the committee.

- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior



## Exhibit A

to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

- k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- o.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to the ZBA as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- r.) The County shall post copies of the agenda as required per County policies.
- s.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.

## Exhibit A

- t.) Following review and recommendation by the ZBA, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
- u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board's Agenda.
- w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

#### 4. Review and Processing of Preliminary and Final Subdivision Plats:

- a.) Preliminary and/or Final Plats, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County's ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
- b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
- c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

## Exhibit A

- d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
- e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
- f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.
- g.) The County shall post copies of the agenda as required per County policies.
- h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
- j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
- k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

## **Exhibit A**

- l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
- m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

### 5. Review and Processing of Zoning Variance:

- a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.
- b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.
- c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.
- d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.
- e.) The County shall post copies of the agenda as required per County policies.
- f.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
- g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the

## **Exhibit A**

county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

- h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.
- i.) The Village Clerk shall be responsible for the preparation and posting of Board's Agenda.
- j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.
- k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/16/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement.

PRODUCER: Illinois Municipal League Risk Management Association... CONTACT NAME: Julia Reynolds... PHONE: (217) 444-1199... INSURER(S) AFFORDING COVERAGE: Illinois Municipal League Risk Management Association

COVERAGES CERTIFICATE NUMBER: REVISION NUMBER:

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

Table with columns: INSR LTR, TYPE OF INSURANCE, ADDL INSD, SUBR WYD, POLICY NUMBER, POLICY EFF, POLICY EXP, LIMITS. Rows include Commercial General Liability, Automobile Liability, Umbrella Liab, Workers Compensation, and Prop/IM/APD.

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

PROOF OF COVERAGE

CERTIFICATE HOLDER: VILLAGE OF MILLBROOK CANCELLATION: SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

To: Scott Koeppel, Kendall County  
From: Julia Reynolds, IMLRMA Program Coordinator/Underwriter

Re: Intergovernmental Agreement Between the Village of Millbrook and the County of Kendall

The limits of liability currently provided to the Village of Millbrook with respect to General Liability and Public Officials Liability are as follows:

General Liability: \$8 million each occurrence/\$16 million annual aggregate  
Public Officials Liability: \$8 million each occurrence/\$16 million annual aggregate

Coverage Limits provided by:

ILLINOIS MUNICIPAL LEAGUE RISK MANAGEMENT ASSOCIATION  
500 E CAPITOL AVE – PO BOX 5180 – SPRINGFIELD, ILLINOIS 62705

Member: Village of Millbrook Agreement No: [REDACTED]

Coverage Period: from 12:01 a.m. CST on January 1, 2021  
to 12:01 a.m. CST on January 1, 2022