

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, April 5, 2016 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
 - A. Metra Stakeholders Letter to Congressman Hultgren Update
 - B. Welcome Home Vietnam Veteran's Day Proclamation
 - C. Public Hearing to Obtain Public Comment and Consider Economic, Social, and Environmental Effects of the Application for Public Transportation Financial Assistance under Section 5311 of the Federal transit Act of 1991, as amended (49 U.S.C. §5311)
10. Old Business
 - A. Approve the construction of the Kendall County Law Enforcement Memorial as designed by drawings dated October 30, 2015 at the Kendall County Courthouse, 807 West John Street, Yorkville, Illinois in the amount not to exceed \$50,000 to be paid for from the Public Safety Capital Improvement Fund
11. Standing Committee Reports
 - A. Planning, Building & Zoning
 - B. Public Safety
 1. Approval of RFP for Jail Food Service
 - C. Administration/HR
 1. Approval of Resolution Authorizing Application for Public Transportation Financial Assistance under Section 5311 of the Federal transit Act of 1991, as amended (49 U.S.C. §5311) and Downstate Public transportation Act 30 ILCS 740/2-1 et seq
 - D. Finance Committee
 1. Approve claims in an amount not to exceed \$ 826,115.67 and Election Judges in an amount not to exceed \$ 55,557.21
 2. Approval of Letter of Understanding with Corrections Deputies for 12-hour shifts
 3. Approve Ordinance Abating Taxes Levied for the Year 2015 Payable 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2007A, 2007B, 2008, 2009, 2010 and 2011 of the County of Kendall, Illinois
 4. Approve by roll call vote the Ordinance Authorizing the Issuance of general Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of the County of Kendall, Illinois
 5. Approval of Kendall County Court Appointed Special Advocate Lease Agreement
 6. Approval of Kane County Department of Education and Employment Lease Agreement with Kendall County
 7. Approval of Kendall Housing Authority Lease Agreement with Kendall County
 8. Resolution approving Senior Tax Levy Grant Awards
 - a. Community Nutrition Network in an amount not to exceed \$20,274
 - b. Fox Valley Older Adult Services in an amount not to exceed \$58,703
 - c. Kendall County Health Department in an amount not to exceed \$59,178
 - d. Oswegoland Seniors Inc in an amount not to exceed \$43,226

- e. Prairie State Legal Service in an amount not to exceed \$8,500
 - f. Senior Services Associates, Inc in an amount not to exceed \$124,619
 - g. Visiting Nurse Association in an amount not to exceed \$10,000
- E. Judicial/Legislative
 - 1. Approval of Aurora Election Commission Resolution
 - F. Animal Control
 - G. Health and Environment
 - 1. Approval of the Rain Barrel Month Proclamation
 - 2. Approval of the Direct Sales of Baked Goods from Home Kitchen Operations Ordinance
 - H. Standing Committee Minutes Approval
12. Special Committee Reports
- A. Kencom Executive Board
 - B. Housing Authority
 - C. Stormwater Oversight Committee Public Hearing
13. Chairman's Report

Appointments

Judith Burks – Chairman Ethic's Commission

Announcements

Heather Hadrys from Boombah, Inc (replaces Steve Anderson), Workforce Development Board – Expires
9/30/17

- 14. Executive Session
- 15. Other Business
- 16. Citizens to be Heard
- 17. Questions from the Press
- 18. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
March 1, 2016**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, March 1, 2016 at 6:15 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers (6:22pm), Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Gryder moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/2/16. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

Member Gryder moved to approve the agenda. Member Gilmour seconded the motion.

Member Davidson asked why Mr. Nelson was under new business and not citizens to be heard.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Member Davidson. **Motion carried 8-1.**

CORRESPONDENCE AND COMMUNICATIONS

County Clerk Debbie Gillette announced that early voting has begun and information for early voting sites as well as times is posted on the website.

SPECIAL RECOGNITION

Kendall County Sheriff's Deputies Jason Larsen, Tyler Johnson, and Zach Tongate were recognized by the Fox Valley Chapter Sons of the American Revolution; they received medals for their service. Deputy Tyler Johnson received the award for rescuing the driver of a car that had driven into a freezing pond. Deputy Jason Larsen received the award for rescuing an individual who had overdosed. Deputy Zach Tongate received the award for reviving a subject using an electronic defibrillator and administering CPR.

County Clerk Debbie Gillette presented a certificate to the State's Attorney Eric Weis and the family of Hazel Weis recognizing her service as an election judge.

CITIZENS TO BE HEARD

Steve Drumm asked for an update on the cupcake ordinance.

NEW BUSINESS

Larry Nelson from WSPY spoke to the board about a FOIA suit that is with the County Coroner not the County. Mr. Nelson said that the surveillance video that is in question it is what it is, it is not going to change. He hopes that it can be released and the county will not get stuck with the bill. Mr. Nelson discussed the defense counsel for the Coroner and the County Board. Mr. Nelson spoke about county employees being interviewed by the State Police.

STANDING COMMITTEE REPORTS

Public Safety

Member Prochaska said that will meet later this month.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$819,415.38, Grand Juror claims in an amount not to exceed \$700.00. Member Flowers seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$84,060.33, B&Z \$1,578.61, CO CLK & RCDR \$112.14, ELECTION \$56,162.52, ED SRV REG \$439.77, SHRFF \$8,283.76, CRRCTNS \$4,794.48, EMA \$730.34, CRCT CT CLK \$156.95, JURY COMM \$712.82, CRCT CT JDG \$4,224.81, CRNR \$3,636.41, CMB CRT SRV \$16,620.44, PUB DFNDR \$337.35, ST ATTY \$2,083.06, SPRV OF ASSMNT \$1,362.02, EMPLY HLTH INS \$344,321.62, OFF OF ADM SRV \$478.34, GNRL INS & BNDG \$110.00, CO BRD \$317.42, TECH SRV \$2,122.40, CAP EXPEND \$1,800.00, CO HWY \$7,595.66, CO BRDG \$6,000.00, TRANSPRT SALES TX \$46,588.46, HLTH & HMN SRV \$87,556.88, FRST PRSRV \$1,400.13, ELLIS HS \$510.98, ELLIS BRN \$12.78, ELLIS RDNG LSSNS \$1,300.00, ELLIS WDDNGS \$1,017.30, HOOVER \$3,537.80, ENV ED NTRL BEGINNINGS \$53.69, ENV ED LWS OF NTR \$1.45, GRNDS & NTRL RSRCS \$739.91, ANML CNTRL \$383.56, RCDR DOC STRG \$1,092.35, HIDTA \$44,940.96, CO CMSRY FND \$451.51, LAW LBRY \$6,635.81, CRT AUTOMA \$30,139.00, PRBTN SRV EXP FND \$5,555.25, ENG/CNSLTNG ESCRW \$5,539.90, PUB SFTY \$29,750.00, ANML POP CNTRL \$45.00, VAC \$4,821.41

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

Member Purcell stated that they continued their discussion on IMRF.

Judicial/Legislative

Member Prochaska reviewed in the minutes in the packet from the February 24, 2016 meeting.

Administration/HR

Member Cullick stated that the next meeting will be on March 3, 2016. The agenda item is not ready for a vote at this time.

Animal Control

Member Wehrli stated that they met on February 17, 2016 and the report is in the packet. Members discussed the rabies policy and rabies tag violations.

Health and Environment

Member Gilmour stated that they will meet on March 21, 2016.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the February 11, 2016 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated the Executive Board met on February 25, 2016 and heard the treasurer’s report, finance committee report, executive board chair report, operations board chair report, and personal committee report. The audit is done and there were no issues. They approved the backup generator for the Montgomery tower and there was a summary of the new 9-1-1 laws.

Housing Authority

Member Prochaska stated that in the packet is the submission to the US Department of Housing and Urban Development for the SEMAP certification.

CHAIRMAN’S REPORT

APPOINTMENTS

Scott Steffes (reappointment) – Lisbon Seward Fire District Trustee – 3 year term –expires April 2019

Member Purcell moved to approve the appointments to the Regional Plan Commission. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Chairman Shaw announced that he will be looking over the committees and their members.

CITIZENS TO BE HEARD

Pat Stiles stated that this week we have heard a lot of bad things going on in Kendall County; how the Coroner is acting and how some elected officials have been acting. When does this end and how do the board members feel? Mr. Stiles stated that the way to get Mr. Milliron to go away is to start doing what is right not what is on one's own agenda.

QUESTIONS FROM THE PRESS

Tony Scott asked if there were any public comment on what Mr. Nelson said. State's Attorney Weis stated that they do not make statements on pending litigation and have been told by the State Police not to make a comment.

Jim Wyman from WSPY asked if a special prosecutor is going to be appointed to investigate the Kendall County Coroner's office for intimidation/investigation of Mr. Milliron threatening to take it to Planning, Building and Zoning. State's Attorney Weis stated that he does not have anything requesting a special prosecutor at this time. Mr. Weis also stated that it is his statutory duty to represent the Coroner.

BREAK

RECONVENE

EXECUTIVE SESSION

Member Gilmour made a motion to go into Executive Session for (1) the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations, concerning salary schedules for one or more classes of employees, (11) litigation, when an action against, affecting of on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

ADJOURNMENT

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

Approved and submitted this 6th day of March, 2016.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

March 25, 2016

The Honorable Randy Hultgren
United States Representative
14th Congressional District
40W310 LaFox Road, #F2
Campton Hills, IL 60175

Dear Congressman Hultgren:

Thank you for organizing the Kendall County Metra Extension stakeholder meeting on March 7, 2016. As we stated during the meeting, bringing commuter rail service to Kendall County remains a top priority for the fastest growing county in Illinois and one of the fastest growing regions in the country. We also understand that when this project ultimately moves forward, we will need to work together along with the Regional Transportation Authority, Metra, and our state and federal legislators to identify funding for the substantial capital costs associated with the project.


Preliminary studies from 2001 and 2002 both concluded that this extension is feasible. Based on that fact, Congress allocated \$7.5 million towards further studying this extension. The two engineering studies in question began in 2012 and were suspended by Metra in 2015 to meet and confer on the highest and best use of the remaining \$6.6 million. Since that time, Metra has attended two stakeholder meetings on this project, most recently the March 7, 2016 meeting.

At the conclusion of the March 7, 2016 meeting, you asked for each local government to confer with their respective boards and determine, given the knowledge of the project costs and Metra's financial constraints, whether we should move forward with the Phase I Environmental Assessment and Preliminary Engineering studies. After discussions with our boards, we unequivocally remain steadfast in our decision to finish these studies.

Completion of these studies will allow us to draw valid conclusions about the ultimate buildout of the project based on sound data. We believe that the studies should be completed to their full scope, including change orders, in order to have a comprehensive understanding of project costs and construction feasibility.

We appreciate your leadership in this effort and we stand ready to move forward.

Sincerely,




John Shaw
Chairman, Kendall County Board



Gail Johnson
Village President, Village of Oswego


Matt Brolley
Village President, Village of Montgomery


Gary J. Golinski
Mayor, United City of Yorkville


Robert Hausler
Mayor, City of Plano


Rick Olson
Mayor, City of Sandwich

Cc: Board of Directors, Regional Transportation Authority
Board of Directors, Metra

COUNTY OF KENDALL, ILLINOIS

A Proclamation in Recognition of the Vietnam War Veterans

_____ - _____

WHEREAS, our Nation's Vietnam War Commemoration gives us the opportunity for all Americans to recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 – May 15, 1975; and

WHEREAS, over 9,000 organizations across America have joined with the Department of Defense as a Commemorative Partner to honor our Nation's Vietnam Veterans, including all 105 Chapters of the Illinois State Organization, National Society Daughters of the American Revolution; and

WHEREAS, the commemoration includes nine million Americans, with approximately 7.2 million of them living today, and makes no distinction who served in-country, in-theater, or were stationed elsewhere during those 20 years – all answered the call of duty; and

WHEREAS, Veteran's Affairs Secretary Robert A. McDonald designated March 29, 2016, the last day that U.S. troops were on the ground in Vietnam. As a day to honor those who have "born the battle", and to extend gratitude and appreciation to them and their families; now

THEREFORE, the County of Kendall, Illinois, does hereby proclaim May 15, 2016 as

WELCOME HOME VIETNAM VETERAN'S DAY

John A. Shaw, County Board Chair

Attest:

Debbie Gillette, County Clerk and Recorder



Amos Kendall Chapter 5-146IL

National Society Daughters of the American Revolution

105 Theodore Drive, Unit B, Oswego, Illinois 60543

Kendall County Illinois
County Board Chairman, John Shaw
111 West Fox Street
Yorkville, Illinois 60560

March 17, 2016

Dear County Board Chairman Shaw,

Veteran's Affairs Secretary Robert A. McDonald has designated March 29, 2016 as Welcome Home Vietnam Veteran's Day. The day marks the 50th anniversary of the last day U.S. troops were on the ground in Vietnam.

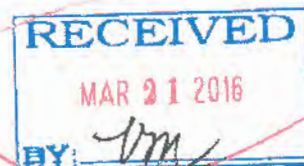
The Amos Kendall Chapter, Daughters of the American Revolution asks the county to join our chapter in this commemoration of the service and sacrifice of our Nation's Vietnam Veterans.

Enclosed is a sample proclamation declaring Tuesday March 29th as Welcome Home Vietnam Veteran's Day. We ask that you please read this proclamation at your next board meeting.

As always we thank you for your commitment to our Nation's Veterans.

Sincerely,

Rhea Hunter, Chairman Veteran's Committee
Johanna Byram, Chairman Commemorative Events Committee
Amos Kendall Chapter, National Society Daughters of the American Revolution



Recognition of the Vietnam War Veterans

A Proclamation

WHEREAS, our Nation's Vietnam War Commemoration gives us the opportunity for all Americans to recognize, honor and thank our Vietnam Veterans and their families for their service and sacrifices during the Vietnam War from November 1, 1955 – May 15, 1975; and

WHEREAS, over 9,000 organizations across America have joined with the Department of Defense as a Commemorative Partner to honor our Nation's Vietnam Veterans, including all 105 Chapters of the Illinois State Organization, National Society Daughters of the American Revolution; and

WHEREAS, this commemoration includes nine million Americans, with approximately 7.2 million of them living today, and makes no distinction who served in-country, in-theater, or were stationed elsewhere during those 20 years – all answered the call of duty; and

WHEREAS, Veteran's Affairs Secretary Robert A. McDonald Has designated March 29, 2016, the last day that U.S. troops were on the ground in Vietnam. As a day to honor those who have "born the battle", and to extend gratitude and appreciation to them and their families; now

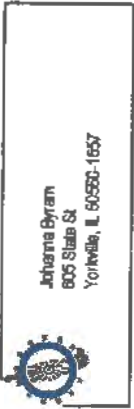
THEREFORE, I, _____, (Mayor/Village President) of the (City/Village) of _____, do hereby proclaim March 29, 2016 as

WELCOME HOME VIETNAM VETERAN'S DAY

In (name of city or village)

IN WITNESS THEREOF, I hereunto set my hand this (day and month), in the year of our Lord two thousand sixteen.

Signed: _____



CAROL STREAM IL 601

19 MAR 2016 PM 2 L



Kendall County Illinois
County Board Chairman. John Shaw
111 West Fox Street
Yorkville, IL. 60560

60560162111



**PUBLIC NOTICE
KENDALL COUNTY
KENDALL COUNTY BOARD**

Notice is hereby given that the Kendall County Board will hold a public hearing on Tuesday, April 5, 2016 at 6:00 p.m. at the Kendall County Office Building, Room 209 & 210 at 111 West Fox Street, Yorkville, IL. The purpose of this hearing is to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). The purpose of the assistance is to continue to provide demand response transportation services within Kendall County, commonly known as 'Kendall Area Transit'. All interested persons may attend and be heard. Questions can be directed to the Kendall County Office of Administrative Services, Telephone (630) 553-4834. Fax (630) 553-4214. Written comments should be directed to the Kendall County Office of Administrative Services, 111 West Fox Street, Yorkville, IL 60560 but shall only be entered as part of the record at the discretion of the Kendall County Board.

**KENDALL COUNTY
OFFICE OF ADMINISTRATIVE SERVICES**

KENDALL COUNTY LAW ENFORCEMENT MEMORIAL

Kendall County Government Center
807 John St, Yorkville, IL 60560

PRELIMINARY SITE IMPROVEMENT PLANS

PREPARED BY



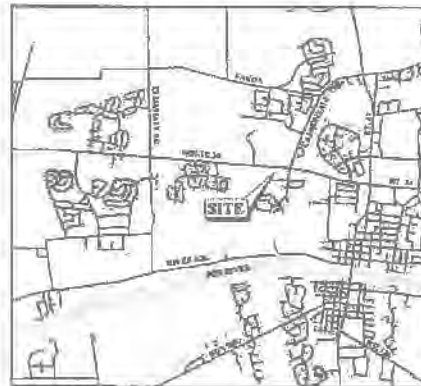
126 S. Main Street
Oswego, IL 60543
p: 630 551-2335
f: 630 551-3639
schoppedesign.net

PREPARED FOR

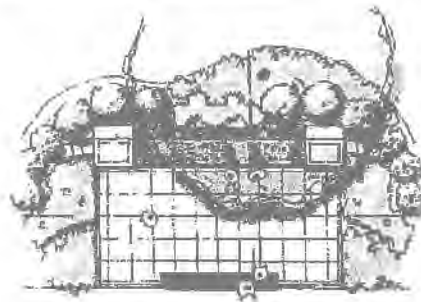
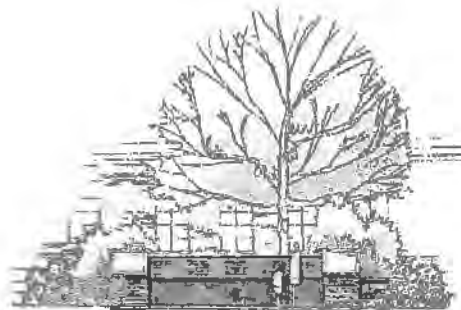


Kendall County Association
of Chiefs of Police
PO Box 743
Yorkville, IL 60560

LOCATION MAP



ILLUSTRATIVE DESIGN



SHEET INDEX

L.0.0	COVER
L.1.0	SITE PLAN AND DETAILS
L.2.0	DETAILS
L.3.0	LANDSCAPE PLAN, DETAILS & SPECIFICATIONS

GENERAL NOTES

1. OBTAIN INFORMATION FROM SITE MEASUREMENTS BY A.S.M. PHOTOGRAPHY
2. VERIFY ALL CONDITIONS AND INFORMATION ON DRAWINGS PRIOR TO COMMENCEMENT OF WORK. IMMEDIATELY REPORT ANY CORRECTIONS, OMISSIONS, DISCREPANCIES OR INCONSISTENCIES TO THE ARCHITECT. WORKERS IN THE CONTRACT DOCUMENTS ARE SOLELY RESPONSIBLE FOR UNAUTHORIZED CHANGES OR EXTRA WORK REQUIRED TO CORRECT UNAUTHORIZED DISCREPANCIES.
3. SECURE AND PAY FOR ALL PERMITS, FEES AND INSPECTIONS NECESSARY FOR THE PROPER EXECUTION OF THIS WORK.
4. PLANTS AND OTHER MATERIALS ARE TO BE OBTAINED AND SUBMITTED FOR THE CONVEINENCE OF THE OWNER AND APPLICABLE AGENCIES. CONFORM AND DETAIL IN ACCORDANCE WITH THE CONTRACT DOCUMENTS. THE WORKER SHALL BE RESPONSIBLE FOR OBTAINING ALL ADDITIONAL PERMITS THAT MAY BE REQUIRED FOR MATERIALS RELATED TO COMPLETION OF THE WORK AS REQUIRED.
5. REFER TO THE SPECIFICATIONS FOR ADDITIONAL CONDITIONS, STANDARDS AND NOTES.
6. PLANT SPECIES, BRANDS AND QUALITY SHALL BE AVAILABLE. OBTAIN APPROVED SPECIFICATIONS TO MAKE SURE PLANTS MEET THE REQUIREMENTS AND STANDARDS. HIRE A QUALIFIED ARCHITECT TO ASSIST WITH ANY SUBMITTALS FROM THE CONTRACTOR'S PLANT REQUEST.

ABBREVIATIONS

OPAC	OPEN
CTB	CEILING
HC	HORIZONTAL
OC	ON CENTER
FC	FINISH

OPAC	OPEN
CTB	CEILING
HC	HORIZONTAL
OC	ON CENTER
FC	FINISH

ISSUED FOR BID
NOT FOR CONSTRUCTION

UTILITY LOCATION NOTICE

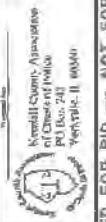


Know what's below.
Call before you dig.

OWNERS AND ALL CONTRACTORS SHALL NOTIFY MEMBERS OF 811 (800-485-8111 or 811) BEFORE ANY EXCAVATION OR DRILLING OPERATIONS AT THE PROJECT SITE.

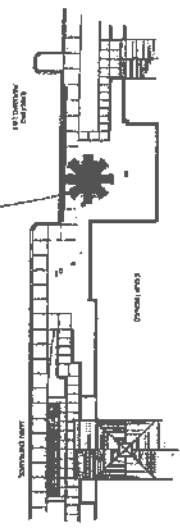
REVISION HISTORY

REV.	DATE	SHEET NUMBER	PURPOSE
0	2015-10-30	ALL	ISSUED FOR CLIENT REVIEW & BID

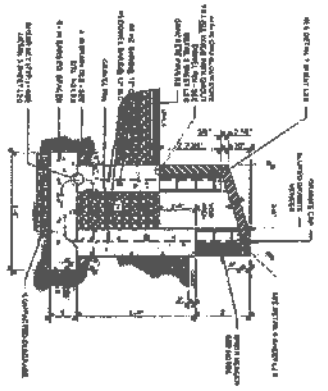


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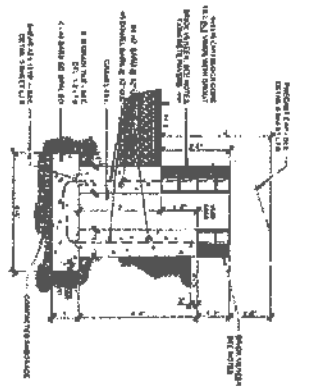
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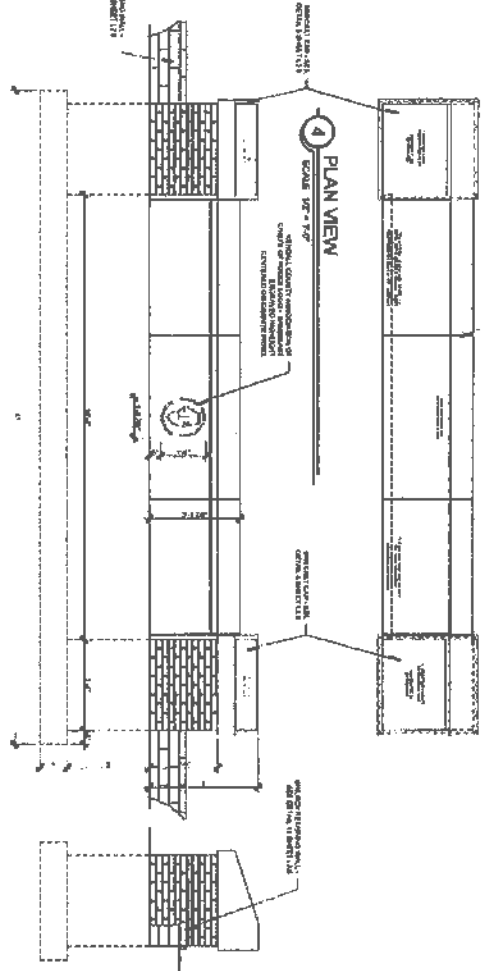
7 MEMORIAL LOCATION MAP
SCALE 1/8" = 1'-0"



6 SECTION
SCALE 1/2" = 1'-0"

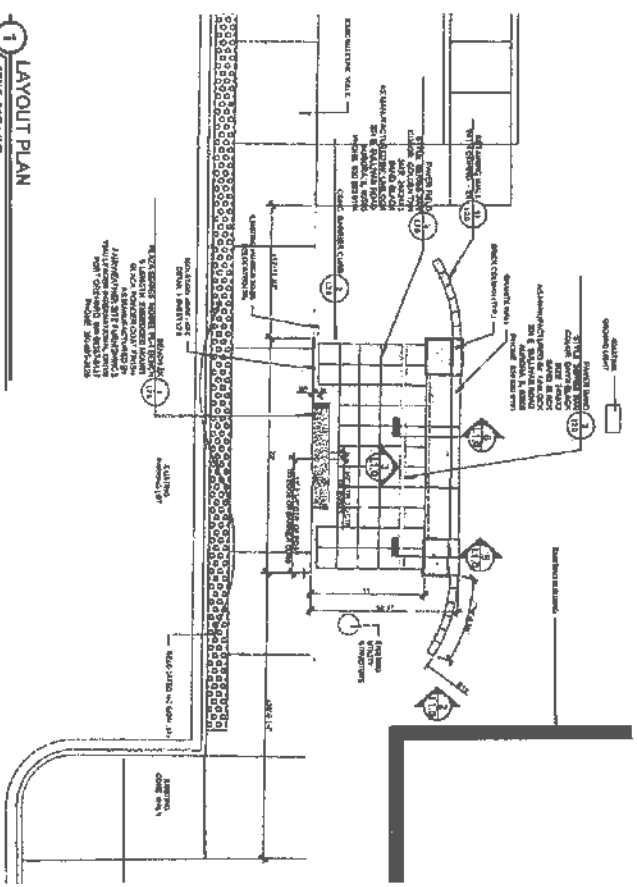


5 SECTION
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4 PLAN VIEW
SCALE 1/2" = 1'-0"

3 ELEVATION
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1 LAYOUT PLAN
SCALE 3/8" = 1'-0"

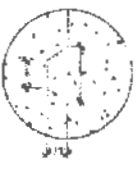
2 END VIEW
SCALE 1/2" = 1'-0"

CONCRETE NOTES:

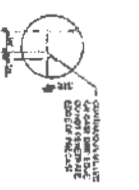
1. ALL CONCRETE WORK SHALL BE COMPLETED IN ACCORDANCE WITH THE STANDARD SPECIFICATIONS FROM CURLETT EDITION. PLAN DIMENSIONS AND DETAILS RELATIVE TO THE BUILDING FOUNDATION HAVE BEEN CONSIDERED IN ALL CASES AND ARE SUBJECT TO NORMAL CONSTRUCTION VARIATIONS. IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND DETAILS OF THE FIELD AND WALLS. REVISIONS APPROVED BY ARCHITECT SHALL BE SHOWN ON REVISION SHEETS. ALL REVISIONS SHALL BE CALLED FOR ADDITIONAL CONCRETE FOR A CORRECT IN THE SCOPE OF THE WORK.
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	<p>SITE PLAN AND DETAILS</p>	<p>KENDALL COUNTY LAW ENFORCEMENT MEMORIAL Kendall County Government Center 307 West 5th, Yorkville, IL 60550</p>	<p>Kendall County Association of Chiefs of Police P.O. Box 743 Yorkville, IL 60550</p>	<p>Schneggen Design Associates, Inc. 1000 North 1st Street Yorkville, IL 60550</p>
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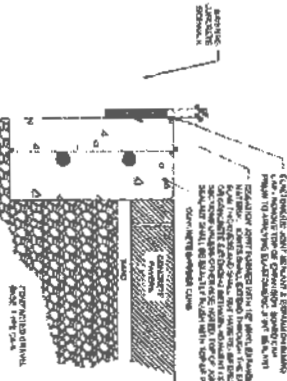
5 SHEAR KEY
SCALE 3" = 1'-0"



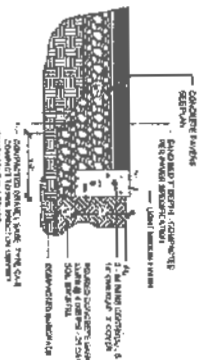
4 DRIP EDGE
SCALE 3" = 1'-0"



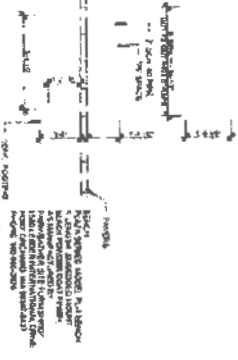
3 POURED CONCRETE ISOLATION JOINT
SCALE 3" = 1'-0"



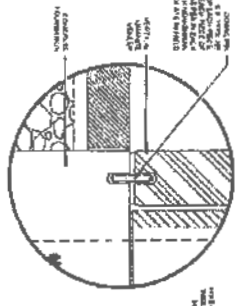
2 BARRIER CURB & PAVERS
SCALE 1" = 1'-0"



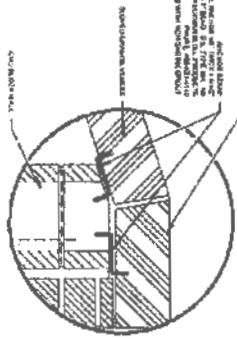
1 BENCH
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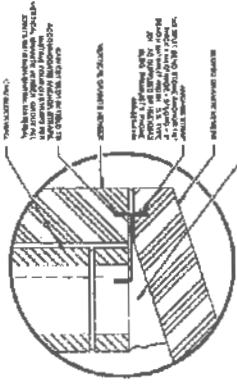
9 DETAIL - ANCHOR
SCALE 3" = 1'-0"



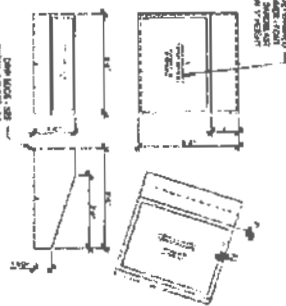
8 DETAIL - ANCHOR
SCALE 3" = 1'-0"



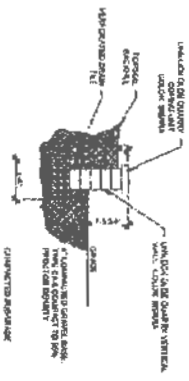
7 DETAIL - ANCHOR
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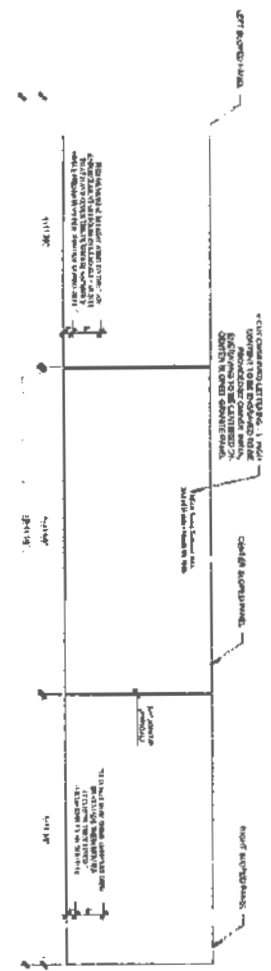
6 PRECAST CAP
SCALE 1/2" = 1'-0"



11 RETAINING WALL
SCALE 1/2" = 1'-0"



10 GRANITE - SLOPED PANEL
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BY	
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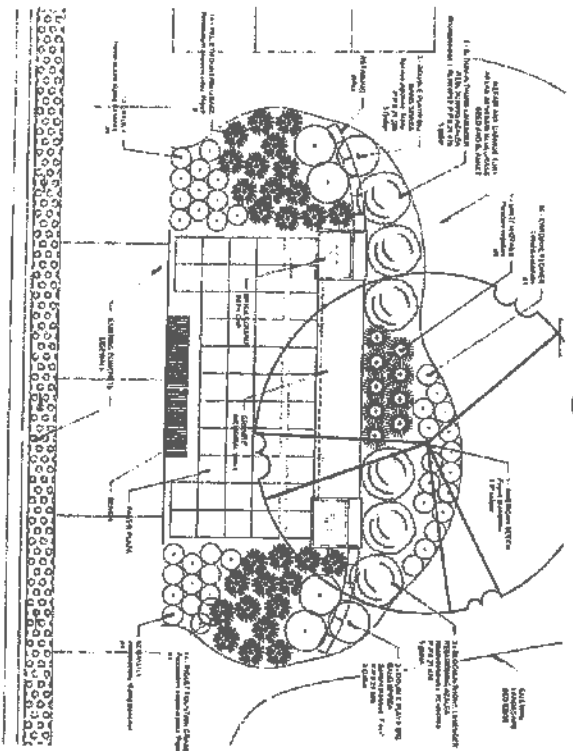
LANDSCAPE PLAN

KENDALL COUNTY LAW ENFORCEMENT MEMORIAL

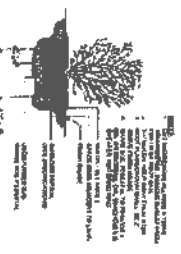
Kendall County Association of Chiefs of Police
PO Box 743
Yorkville IL 60550

da
Design Associates, Inc.
101 S. Main Street
Danville, IL 60018
PH 618 935-5555
FX 618 935-5555
www.designassociates.com

3 LANDSCAPE PLAN
SCALE 1/4" = 1'-0"



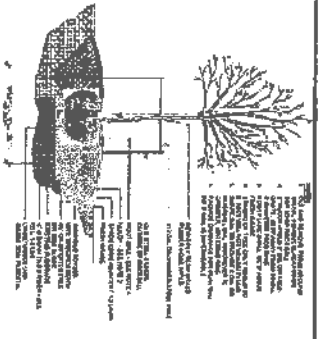
5 SHRUB DETAIL
SCALE 3/8\"/>



4 PERENNIAL DETAIL
SCALE 3/8\"/>



6 SHADE TREE DETAIL
SCALE 3/8\"/>



LANDSCAPE SPECIFICATIONS

1. All plantings shall be installed in accordance with the following specifications:

2. All plantings shall be installed in accordance with the following specifications:

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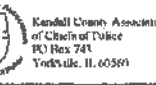
REVISIONS

NO.	DATE	DESCRIPTION



LANDSCAPE PLAN

KENDALL COUNTY LAW ENFORCEMENT MEMORIAL
Landscape Architect: [Name]



Submitted By: [Company Name]
[Address]
[Phone Number]

**KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE**
*Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of March 14, 2016*

CALL TO ORDER

The meeting was called to order by Scott Gryder at 6:32 p.m.

ROLL CALL

Committee Members Present: Lynn Cullick, Chairman Scott Gryder, Jeff Wehrli, Judy Gilmour, and Bob Davidson

Committee Members Absent: None

Also present: Jeff Wilkins, County Administrator; Brian Holdiman, Code Official; John Sterrett, Senior Planner

APPROVAL OF AGENDA

Mr. Wehrli made a motion, seconded by Mr. Davidson., to approve the agenda as written. With a voice vote of all ayes, the motion carried.

APPROVAL OF MINUTES

Mr. Davidson made a motion, seconded by Mr. Wehrli, to approve the minutes from February 8, 2016. With a voice vote of all ayes, the motion carried.

EXPENDITURE REPORT

The Committee reviewed the claims listing including the past paid invoices for the work performed at the Tanglewood Trails subdivision. Mr. Wehrli made a motion, seconded by Ms. Cullick, to forward the claims to the Finance Committee in the amount of \$24,817.50. With a voice vote of all ayes, the motion carried.

PUBLIC COMMENT

None

NEW BUSINESS

FY15 PBZ Building Permit Report

Mr. Holdiman went through his goals for FY16 including obtaining one additional ICC certification, fulfilling all continuing education requirements for certification renewals, research and discuss contractor licensing and bonding program with PBZ Committee, implement changes to improve or maintain ISO score, research and discuss county nuisance ordinances and enforcement alternatives with PBZ Committee, and research criteria for becoming a certified floodplain manager. Mr. Holdiman reviewed the building permit report for FY15 as well as previous years dating back to 2007. Mr. Holdiman compared the permits and inspections from FY15 with other previous years.

PBZ Violation Report

Mr. Holdiman went through the open violations with the PBZ Department. Mr. Holdiman will update this report each month. Mr. Holdiman went through the process for a putting a property in violation.

Request from Village of Newark for County Plan Review and Inspection Services

Mr. Holdiman was contacted by the inspector for the Village of Newark about the County possibly doing review and inspection services for the Village on certain commercial projects. This request is different from how current intergovernmental agreements the County has with the Villages of Millbrook and Plattville. Mr. Wilkins explained that Millbrook and Plattville have adopted the County's building codes and all the permitting and fees go through the County. The request from the Village of Newark would not include adopting the County's building nor would it provide the permits or fees to be run through the County. The Committee did not feel comfortable entertaining this request if the Village does not update and adopt the County's codes.

Recommend approval of a one (1) year extension to the recording of the final plat of subdivision for petition 08-18 Camelot Farm Oswego, LLC

Mr. Sterrett stated that a request was received by the developer for a small subdivision that was originally approved in 2008. The County's Subdivision Control Ordinance requires that once a final plat of subdivision is approved by the County Board the plat must be recorded with the County within six months. This final plat has not been recorded but has sought and been granted extensions each year since it was approved, which is acceptable with the ordinance.

Ms. Cullick made a motion, seconded by Mr. Davidson, to forward the request onto the County Board. With a voice vote of all ayes, the motion carried.

OLD BUSINESS

Recommend approval of a resolution approving an Intergovernmental Agreement for reciprocal building inspection services between Kendall County, Illinois, and the United City of Yorkville, Illinois for a term not to exceed (1) one year

Mr. Sterrett explained that the current 3-year intergovernmental agreement between the County and the City for reciprocal building inspection services expires in May of 2016. This agreement will provide for a one year term to continue the current arrangement.

Mr. Wehrli made a motion, seconded by Ms. Gilmour, to forward the resolution onto the County Board. With a voice vote of all ayes, the motion carried.

Dumpsters in Residentially Zoned Districts

Mr. Sterrett reviewed the changes that were resulted from the discussion during the last Committee meeting on dumpster restrictions in residentially zoned districts. This includes prevent permanent dumpsters from being located in any residential zoning district. The Committee recommended making a modification to require a dumpster only need to be accessible off of a hard surface and not necessarily located on a hard surface. The Committee recommended this proposed text amendment to be taken through the amendment process with the next proposed text amendment.

Update on Fox Metro Water Reclamation District

Mr. Wilkins reviewed a letter from Fox Metro Water Reclamation District (FMWRD) to the County listing the estimated cost of construction for stormwater detention. As part of the approved stormwater variance to FMWRD that allowed a waiver of stormwater detention requirements, FMWRD will provide a fee-in-lieu of the detention. This fee is the amount of estimated cost of construction. These costs are currently being reviewed by the County's stormwater engineer. FMWRD is requesting that this fee be paid over a period of three years and provided a proposed payment schedule. Mr. Wilkins explained the payments received would be put into an escrow account for stormwater mitigation purposes. Mr. Wilkins explained that an additional engineering review fee must be deposited to cover the costs associated with the engineering review from the County's stormwater engineer. FMWRD had initially questioned if they could use some of the fee-in-lieu payment to apply toward the engineering review. The Committee was not in favor of allowing this.

Mr. Wilkins also provided an update on the progress of alternative solutions for the floodplain compensatory storage component at FMWRD's property on Orchard Road. FMWRD reviewed seven different options with neighboring property owners on how to provide compensatory storage. One of the options selected by the neighboring property owners would provide 5.22 acre-feet of compensatory storage. This scenario would still need to go through the variance process. The Committee was comfortable with FMWRD making this request for 5.22 acre-feet of compensatory storage.

UPDATE ON HISTORIC PRESERVATION

Mr. Sterrett stated that the Historic Preservation Commission will be meeting on March 16th and there is a candidate to fill one of the vacancies.

UPDATE ON CMAP LAND USE COMMITTEE MEETING

Mr. Wilkins explained that CMAP came to a recent Mayors Managers meeting on March 2nd to review CMAP's On TO 2050 Plan.

PROJECT STATUS REPORT - The Committee reviewed the project status report.

PERMIT REPORT-The Committee reviewed the permit report.

REVENUE REPORT-The committee reviewed the revenue report.

CORRESPONDENCE - None

EXECUTIVE SESSION - None

PUBLIC COMMENT

None

ADJOURNMENT

Ms. Gilmour made a motion, seconded by Ms. Cullick, to adjourn the meeting. With a voice vote of all ayes, the motion carried. Chairman Gryder adjourned the meeting at 7:35 p.m.

Respectfully Submitted,

John H. Sterrett

Senior Planner

COUNTY OF KENDALL, ILLINOIS
PUBLIC SAFETY COMMITTEE
Monday, March 14, 2016
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:30p.m. and led the Pledge of Allegiance.

Committee Members Present: Matthew Prochaska – here, John Purcell – yes, Scott Gryder – present, Bob Davidson - yes. **With four members present voting ave, a quorum was determined to conduct business.**

Committee Members Absent: Judy Gilmour

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, EMA Director Joe Gillespie, Jim Smiley

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

Approval of Minutes – Member Davidson made a motion to approve the February 8, 2015 meeting minutes, second by Member Gryder. **With all in agreement, the motion carried.**

Public Comment – None

Ken Com Report – As submitted

Coroner's Report – As submitted

EMA Report – Director Gillespie reported:

02/08	Hosted in EOC Volunteer and Donations Management
02/09-10	Hosted in EOC Volunteer Reception Center Management
02/09-10	Hosted ICS 300
02/23-24	Hosted ICS 400
03/03	Weather Spotter Seminar/150 attendees
	Conference Call regarding the IPRA Grant

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

Sheriff's Report

➤ **RECORDS DIVISION** – Undersheriff Martin provided statistics for the month of February:

Sheriff Sales

41 Sales Scheduled 22 Sales Cancelled 19 Sales Conducted

Civil Paperwork

121 Papers Served 1 Replevins 123 Subpoena/FOIA Requests

Warrants

1,814 on file 209 New Warrants Issued
107 Warrants Served 17 Warrants Quashed

Evictions

17 Scheduled 7 Cancelled 10 Conducted

Fees - Total \$27,144.75 received February 2016

\$8,728. Civil Process \$16,200. Sheriff Sales
\$290. Records/Fingerprinting \$1,926.75 Bond Processing

Human Resources

0 Terminations 0 Resignations/Retirements 1 New Hire
110 Sworn/12 Non-Sworn Personnel 1 New Worker’s Comp 0 Squad Damage

- **CORRECTIONS DIVISON** – Undersheriff Martin provided the following statistics for the month of February:

Jail Population

224 New Intake Bookings 258 Inmates Released 107 Average Daily Pop

Food Service/Medical Management

8,855 meals prepared at \$1.06 per meal Total medical billing \$17,679.10

Inmate Transports - 156 Total Inmate Transports

91 To/From County Courthouse 5 Other County Court Transports
16 Out of County Prisoner Pickups 8 to I.D.O.C.
9 Medical/Dental Transports 3 Court Ordered Medical Transport
5 Federal Transports 19 Juvenile To/From Youth Homes/Courts

Out of County Housing

38 Inmates Housed/Other Jurisdictions \$42,180. Invoiced/Other Jurisdictions

Federal Inmates

11 Federal Inmates Housed \$18,450. Invoiced for Housing
\$1,407.84 Invoiced for Court Transport \$0 Invoiced for Medical Transport

Outstanding FTA Fees \$450.00

Sex Offender/Violent Offenders Against Youth Registrations

13 Sex Offender Registrations
9 Sex Offender Verifications Completed/27 SOV Attempted
2 Violent Offenders Against Youth Registrations
1 Violent Offenders Address Verification Completed/1 VOAY Verification Attempted

- **OPERATIONS DIVISION** – Chief Deputy Koster reported the following statistics for the month of February:

Police Services

552 Calls for Service 272 Police Reports 94 Arrests

Traffic Services

606 Traffic Contacts 268 Traffic Citations Issued
4 DUI Arrests 0 Zero Tolerance

Traffic Crash Investigations - 40 Total Crash Investigations

36 Property Damage 4 Personal Injury Accidents 0 Fatalities

Vehicle Usage

62,087.00 Total Miles Driven \$1,629.39 Vehicle Maintenance Expenditures
\$6,605.76 Fuel Expenditures 5,033 Fuel Gallons Purchased

Auxiliary Deputies – 89.5 Total Auxiliary Hours

22 Training/Meeting Hours 7 Ride-A-Long Hours
60.5 Auxiliary Hours

Evidence/Property Room

137 New Items into Property Room 35 Disposal Orders Processed
30 Items Disposed of 24 DVD/VHS Copy Requests
9 Items Sent to Crime Lab 2 Items Processed by Evidence Custodian

Court Security Division

14,834 Entries 5,654 Items X-Rayed
37 Bond Calls 104 Items of Contraband Refused
21 Arrests made at Courthouse 108 Kendall Prisoners
19 Other Prisoners

Investigation/COPS Activities

32 Total Cases Assigned 2730 Total Cases Closed
89 Current Open Cases 20 Community Policing Meetings/Presentations

KSCO TRAINING

0 Classes Cancelled due to State Budget Crisis *February Training All Divisions: 1138 Hours*

Corrections Division – 412.5 Total Hours (Acting Officer in Charge, FTO School, ICS300, ICS400, US Marshals Training, Corrections Academy, Sex Offender Training, Blood Borne Pathogens, Staff and Command, CERT Monthly Training, BAO, LEADS Recert)

Operations Division - 662.5 Total Hours (SLEA, IVC Refresher, ARIDE, Imprimus ET, SFST Instructor, Staff and Command, Blood Borne Pathogens, Sex Offender Training, Key Date Training SAO, C.R.I.M.E. 123, LEADS Recert)

Court Security – 9 Total Hours (U.S. Marshals Training)

Corrections/Operations Combined – 32 Total Hours (SRT)

Records Division - 0 Total Hours

Auxiliary - 22 Total Hours (Defensive Tactics)

Old Business

New Business

- *Approval of RFP for Jail Food Service* – Deputy Commander Gillespie provided a brief summary of the RFP, the reason for the request, and the timeline. Motion made by Member Davidson, second by Member Gryder to forward the item to the County Board for approval. **With four members voting aye, the motion carried.**

- *Approval of Accurate Controls Maintenance and Service Agreement* – Deputy Commander Gillespie briefed the committee on the agreement, and the importance of having this type of support for operations within the Public Safety Center. Motion made by Member Gryder to forward the item to the County Board for approval, second by Member Purcell. **With all present in agreement, the motion carried.**

- *Energy Efficiency and Public Safety Center Presentation* – Mike Behm and Damian Eallonardo from Leopardo Companies, Inc., and Rob Vollrath from Perfection Group, explained the newest division of Leopardo Companies, Energy Efficiency and the guaranteed savings program behind improvements in cost of operations (utility, operating, fleet, lighting, etc). Motion made by Member Davidson, second by Member Gryder to send this item to the Facilities Management Committee for further discussion and review prior to sending to the Committee of the Whole. **With all in agreement, the motion carried.**

Executive Session – None needed

Public Comment – None

Action Items for County Board

- *Approval of RFP for Jail Food Service*
- *Approval of Accurate Controls Maintenance and Service Agreement*

Adjournment – Member Gryder made a motion, second by Member Prochaska to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:26p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary



KENDALL COUNTY

SHERIFF



**Kendall County
Sheriff's Office
Request for Proposals
to provide
Food Service for the Kendall
County Jail**

at the
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560



PROJECT OVERVIEW

Kendall County and the Kendall County Sheriff's Office ("KCSO") hereinafter collectively referred to as "County," is requesting proposals for the retention of a food service management firm to provide all necessary food, labor, and supplies for Kendall County Jail ("Facility"), This proposal is for a high quality and cost effective food service system. The successful vendor will be responsible for procuring food, preparing food, maintaining supplies and inventory, and staffing all administrative and operational functions described herein. The successful vendor will be able to provide food services, consisting of three (3) meals each day of the year, two of which will be hot meals, for approximately 140 inmates. The vendor will also make provisions for a medically approved/necessary special meals and snack program to meet special needs requirements.

DEFINITIONS

<i>RFP:</i>	Request for Proposal.
<i>County:</i>	The collective reference to Kendall County and the Kendall County Sheriff's Office.
<i>KCSO:</i>	Kendall County Sheriff's Office.
<i>Vendor:</i>	Party submitting a proposal to County under this Request for Proposal.
<i>Agreement:</i>	The document formalizing the contractual relationship between the successful Vendor and the County, resulting from the RFP.
<i>Contractor:</i>	The successful Vendor that enters into the contractual relationship with the County.
<i>Facility:</i>	The Kendall County Jail, including the kitchen facilities.
<i>Capital Equipment:</i>	Equipment that is used to prepare, store, cook, or deliver food, identified in Appendix A and attached and incorporated herein.
<i>Jail Administrator:</i>	The Jail Administrator is the corrections Commander and is responsible for all of the operations that take place in the Jail.
<i>ADP:</i>	Average Daily Population

INSTRUCTION TO VENDORS

General Description: County is requesting sealed proposals to provide inmate food services for the inmates housed in the Facility, located at 1102 Cornell Lane Yorkville, IL 60560.

Questions concerning this RFP:

All questions should be directed to: Commander Sabrina D. Jennings
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560
(630) 553-7500 x1104
sjennings@co.kendall.il.us

All replies will be issued to all Vendors of record in writing and will become part of the Agreement. Questions will not be answered orally. All questions must be submitted at least seven business days prior to the submittal deadline.

Pre-bid Conference and Facility Tour

A mandatory pre-bid conference and Facility Tour is scheduled for _____, 2016 at _____ CST. Any Vendor who does not attend the pre-bid conference and Facility tour will be disqualified from consideration for this project. At the Facility Tour, the Vendor must review the Capital Equipment identified Appendix A to insure that the Capital Equipment is sufficient to perform all work as proposed.

Submission of Proposals

All Vendors must submit one original and two copies of their proposal in a sealed package plainly marked in the lower left-hand corner "**Food Services Proposal.**" Failure to submit a proposal in a properly marked package may eliminate the proposal from consideration.

The proposal must be addressed to: Commander Sabrina D. Jennings
Kendall County Sheriff's Office
1120 Cornell Lane
Yorkville, IL 60560

Proposals must be delivered no later than _____, 2016 ("Due Date"). Proposals received after the Due Date will not be considered.

All proposals submitted shall be considered firm offers and will be binding for ninety (90) calendar days following the Due Date, unless, upon County's request, the Vendor(s) agrees to an extension.

Opening Proposals and Awarding Agreement

Proposals will be opened and publicly read on _____, 2016 at _____ CST in the KCSO. Proposals will be evaluated and an award, if any, will be made to the lowest responsible bidder.

Reserved Rights: County reserve the following rights: (1) to waive or deviate from the procedures or timetable identified in RFP; (2) to supplement, amend, or otherwise modify the RFP, without notice; (3) to request additional information from Vendors; (4) to reject any or all bids; (5) to waive minor defects and technicalities; and (6) to award an Agreement which is in the best interest of the County and the KCSO. FURTHER, THE COUNTY RESERVE THE RIGHT TO NEGOTIATE WITH THE PROVIDER WHO, IN THE COUNTY'S OPINION, OFFERS THE BEST PROGRAM OF SERVICES.

Property of the County: The Vendor acknowledges that all proposal materials become the property of the County and, as such, may be available to the public. By submitting a proposal, the Vendor acknowledges that the County's decision is final, binding, and conclusive upon the Vendor for all purposes.

Award Criteria: In determining the lowest *responsible* Vendor the County will consider the following criteria:

- Quality, organization, clarity, and thoroughness of the proposal
- Quality and quantity of the inmate food services to be rendered
- Qualifications and experience of the Vendor and key personnel
- Understanding of the project and the uniqueness of the Facility's needs
- Overall satisfaction of current and former clients
- Ability of the Vendor to begin services on an agreed upon date
- Reasonableness of the cost proposal
- Any exceptions or conditions the Vendor sets forth in their proposal

Execution of Agreement: The accepted Vendor shall assist and cooperate with the County and the KCSO in preparing the Agreement, and within ten (10) business days of receiving the agreement shall execute same and return it to the KCSO. The Agreement shall substantially comply with the agreement attached as Appendix B. Each Vendor shall be prepared, upon written notice of bid acceptance, to commence work within ____ days of the execution of the Agreement.

Compliance with RFP: Proposals that fail to comply with this RFP may be disqualified from consideration.

Mandatory Proposal Requirements:

Proposals for this project must contain the following information and be organized in the sequence identified below. Any supporting documentation should be included after the required information. All costs incurred in replying to this RFP are the responsibility of Vendor.

1. **Vendor Information:** Vendor name, primary contact, address, telephone number, facsimile, email, key personnel, and a brief history of the Vendor.

2. **Narrative:** Narrative statement explaining why the Vendor is especially qualified to undertake this project.
3. **Resumes:** Resumes of key personnel who will oversee this project.
4. **Statement of Food Handling:** A statement detailing how Vendor will provide for the correct handling, prompt storage, and/or rotation of food items, and how the Vendor will respond to issues that may occur with regard to food items purchased, including but not limited to food items ordered but not received or food items that are no longer fit for consumption when received.
5. **Transition Plan:** A detailed plan for transitioning the Facility from its current food service program to Vendor's food service program.
6. **Menus:** Sample menus to be served for a period of at least four (4) weeks, including a nutritional analysis of submitted menus and nutrition Compliance Statement, approved by a Registered Dietitian.
7. **Staff Recruitment:** An explanation of Vendor's method for recruiting and hiring staff for the Facility; attaching job descriptions as well as a copy of the Vendor's policy covering Equal Employment Opportunity practices.
8. **Education and Training:** An explanation as to how Vendor will provide continuing education and training for its employees and agents, the Facility's inmates, and the Facility's staff.
9. **References:** A list of at least three (3) of the Vendor's current clients with an ADP similar to that of this project, including the facility's name, ADP, primary contact's name and title, address, telephone number, and email.
10. **Scope of Services:** The proposal must address all items listed in the Scope of Services section.

OBJECTIVE

- A. To select a professional food service management firm to provide food service for the Facility.
- B. To collect information necessary for the evaluation of competitive proposals submitted by qualified proposers.
- C. To provide for a fair and objective evaluation of proposals.
- D. To obtain an Agreement with the successful Vendor that will meet the following objectives:

- 1) To deliver high quality food service that meets or exceeds the standard of the American Correctional Association Core Standards and Illinois County Jail Standards, and provides wholesome, healthy meals with caloric content of at least 2,400 calories per day.
- 2) To operate the food service program at a staffing level that is appropriate to accomplish the tasks contained herein.
- 3) To operate, in a cost effective manner, as an Independent Contractor, accountable to the Jail Administrator or his/her designee.
- 4) To maintain a cooperative collaborative relationship with the administration and staff of County.
- 5) To maintain complete and accurate records of meals served and billings for the purpose of providing a monthly report to the Jail Administrator.

SCOPE OF SERVICES

The successful Vendor that enters into an agreement with the County ("Contractor") will be expected to provide the following services as part of the food service management program:

OPERATIONAL RESPONSIBILITIES

A. Services:

Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.

Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.

All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of Health and Human Services.

Contractor shall maintain detailed records of all meals served.

Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.

No food extenders or filler will be used.

Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.

Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.

Contractor shall provide sack meals as requested.

Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.

Special meals for medical, religious, or safety issues are included in the Agreement pricing.

The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.

Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.

Contractor will provide food and meals, as necessary, in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.

Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.

Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.

Contractor will cause the food to be plated or trayed in an eye-pleasing manner.

Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.

Contract shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean, and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.

Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.

Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.

Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.

All inmate workers will be trained and carefully supervised by Contractor's employees.

Contractor's employees shall hold appropriate licenses and certifications required for

this type of food service.

Contractors shall be responsible for any damage by its employees or agents, or damage done by an inmate worker due to gross lack of training or supervision by Contractor, its employees or agents.

D. *Security.*

KCSO will, at all times, be responsible for the physical security of the Facility and the continuing security of the inmates.

Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.

Contractor's employees and agents will follow security procedures established by County and will take direction from the KCSO correctional staff in an emergency situation.

E. *Grievances.* Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in Appendix C.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment, which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be

biodegradable or recycleable. Polystyrene is not acceptable.

- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County-owned equipment.
- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or heverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

AGREEMENT FOR FOOD SERVICES AT THE KENDALL
COUNTY JAIL

Now comes _____, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this _____ day of _____, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated _____, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

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

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.
3. STATUTORY COMPLIANCE: Contractor hereby agrees to furnish nutritious

wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:

- A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The State of Illinois.
4. **TERM:** The initial term of this Agreement shall be from the ____ day of ____ 2016 through and including the ____ day of _____, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.
5. **PRICES:** Pricing shall be set at \$ ____ per meal for the first one year term of this Agreement.
6. **ANNUAL PRICE ADJUSTMENTS:** If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.
7. **PROMPT PAYMENT:** Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).
8. **OPERATIONAL RESPONSIBILITIES**
- A. **Services:** Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States Department of Agriculture, and the United States Department of

- Health and Human Services.
- iv. Contractor shall maintain detailed records of all meals served.
 - v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.
 - vi. No food extenders or filler will be used.
 - vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
 - viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
 - ix. Contractor shall provide sack meals as requested.
 - x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
 - xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
 - xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
 - xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
 - xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
 - xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
- iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
- iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
- v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
- vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
- vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
- viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

D. Security:

- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
 - ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
 - iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.
- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all County owned equipment.

- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. **NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sheriff's Office,
 Attention: Sheriff Dwight Baird,
 Kendall County Public Safety Center,
 1102 Cornell Lane,
 Yorkville, Illinois, 60560,
 fax (630) 553-4379,

with copy sent to: Kendall County State's Attorney,
 807 John Street,
 Yorkville, Illinois, 60560,
 fax (630) 553-4204.

Notice to Contractor: _____

 Fax: _____

11. **TERMINATION:** Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of such termination, the Contractor shall be entitled to receive payment from the

County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with

all reasonable dispatch.

15. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the Kendall County Public Building Commission's participation in their defense shall

not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. INSURANCE. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.
18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with County. Contractor understands and agrees that

Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before

specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
24. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor 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.
25. CHOICE OF LAW AND VENUE. 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. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
26. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. ENTIRE AGREEMENT. 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.
28. COUNTERPARTS. 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.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be

executed by their duly authorized officers on the above date.

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Appendix- A (Capital Equipment)

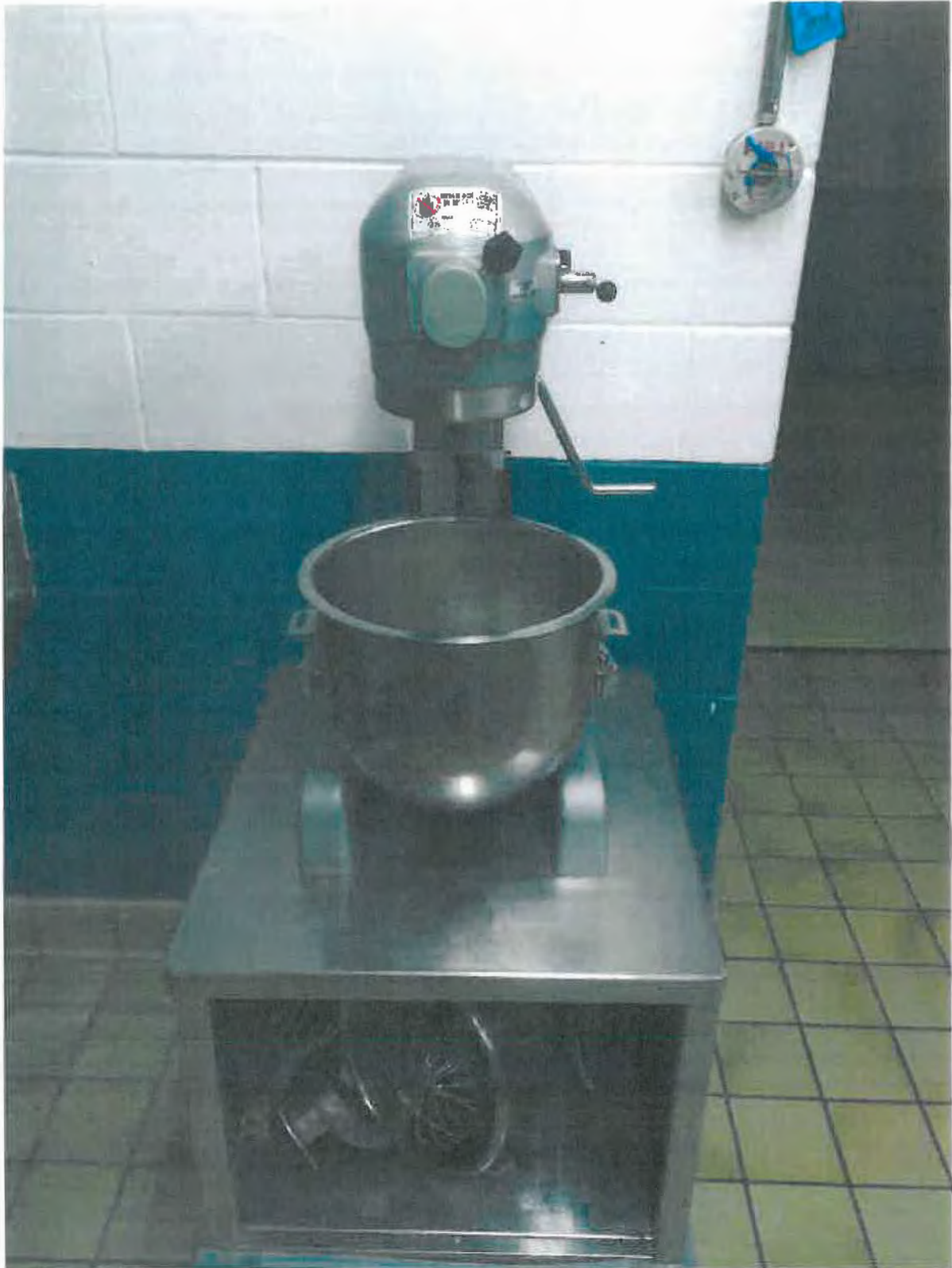
1. Stove top W/oven six (6) burner
2. Convection oven
3. Hobart mixer
4. Three station wash sinks
5. Hoshizaki ice machine
6. Ecolab dishwasher W/ heater element
7. Garbage disposal #1
8. Garbage disposal #2
9. Walk-in freezer and cooler combo
10. Steam table six (6) station
11. Fryer # 1
12. Fryer # 2
13. Grill/stove top W/ 2ovens and 4 burners
14. Food tray cart three (3) door, we have four (4) of them



STOVE TOP W/OVEN six (6) burner



CONVECTION OVEN



HOBART MIXER



3 station wash sinks



HOSHIZAKI ICE MACHINE



EXOLAB DISHWASHER W/HEATING ELEMENT



GARBAGE DISPOSAL # 1



GARBAGE DISPOSAL # 2



WALKIN FREEZER AND COOLER COMBO



STEAM TABLE six (6) station



FRYER#1



FRYER # 2



GRILL/STOVE TOP W/2 OVENS



FOOD TRAY CART / 3 door we have 4 of them

APPENDIX B

AGREEMENT FOR FOOD SERVICES AT THE KENDALL COUNTY JAIL

Now comes _____, hereinafter referred to as "Contractor," and also comes the County of Kendall Illinois and the Kendall County Sheriff's Office ("KCSO"), hereinafter collectively referred to as "County." County and Contractor do hereby enter into this Agreement to provide Food Services at the Kendall County Jail ("Facility") this _____ day of _____, 2016 ("Agreement"). Contractor shall provide meals at Facility upon terms and conditions as set forth herein.

RECITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, County seeks to obtain food services at the Facility ("Services") and, in compliance with proper statutory procedure, County submitted the Kendall County Sheriff's Office Request for Proposals to Provide Food Services for Kendall County Jail, dated _____, 2016, ("RFP"), seeking vendor proposals for these Services, a true and correct copy of which is attached as Exhibit A; and

WHEREAS, after receiving and reviewing all properly submitted proposals, including the proposal from Contractor, attached as Exhibit B, County determined Contractor was the lowest, responsible Vendor proposing services in the best interest of the County; and

WHEREAS, County and Contractor wish to enter into an agreement wherein Contractor will provide Services to Facility consistent with the terms of this Agreement and the RFP; and

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

1. RECITALS: The above recitals are incorporated as if fully restated herein.
2. RFP: The RFP from which this Agreement resulted is incorporated as if fully restated herein, including all appendices attached thereto. In the event of a conflict between the RFP and this Agreement, the Agreement governs.

3. **STATUTORY COMPLIANCE:** Contractor hereby agrees to furnish nutritious wholesome and palatable food to inmates and staff in accordance with this Agreement. The food service shall meet all current standards as established by:
 - A. The American Correctional Association,
 - B. The Food and Nutritional Board of the National Academy Science as prescribed for inmate, and
 - C. The State of Illinois.

4. **TERM:** The initial term of this Agreement shall be from the ____ day of ____ 2016 through and including the ____ day of _____, 2017. The parties may agree to renew this Agreement for up to two additional, consecutive, one-year terms. At the conclusion of this Agreement, the KCSO may extend the Agreement up to 120 calendar days for purposes of establishing a new contract or obtaining a new Contractor.

5. **PRICES:** Pricing shall be set at \$ ____ per meal for the first one year term of this Agreement.

6. **ANNUAL PRICE ADJUSTMENTS:** If the Agreement is extended for additional terms, the prices for those terms shall be as agreed to by parties and shall be set forth in writing, signed by both parties, prior to the start of the next contract term.

7. **PROMPT PAYMENT:** Contractor shall bill County approximately ten (10) business days after the end of the month in which services are rendered. Payment to Contractor will be made in accordance with the Local Government Prompt Payment Act. (50 ILCS 505/1).

8. **OPERATIONAL RESPONSIBILITIES**
 - A. **Services:** Contractor shall be responsible for the following services pursuant to the terms of this Agreement.
 - i. Contractor shall provide three meals per day, including one cold (breakfast) and two hot meals (lunch and dinner). Breakfast shall be served cold. The daily caloric content should average at least 2,400 calories.
 - ii. Meal delivery shall be set at a time mutually agreed upon between Contractor and Jail Administrator.
 - iii. All menus shall be reviewed and approved by the Contractor's Registered Dietitian prior to being prepared and served, and must be adjusted according to the recommended dietary allowances stated by the National Academy of Sciences, United States

- Department of Agriculture, and the United States Department of Health and Human Services.
- iv. Contractor shall maintain detailed records of all meals served.
 - v. Contractor will provide holiday meals on the following days: Christmas, Easter, Fourth of July, and Thanksgiving.
 - vi. No food extenders or filler will be used.
 - vii. Contractor must maintain and submit weekly documentation of menus as they are actually served to the Jail Administrator for informational purposes.
 - viii. Therapeutic diets shall be available upon medical authorization. Specific diets shall be prepared and served to inmates according to the orders of the responsible health authority, including snacks for diabetic prisoners. Special diets for religious reasons shall be accommodated as directed by the policies of the Facility.
 - ix. Contractor shall provide sack meals as requested.
 - x. Contractor will not prepare or serve pork, ham, bacon or any similar product containing any pork.
 - xi. Special meals for medical, religious, or safety issues are included in the Agreement pricing.
 - xii. The Contractor shall furnish meals to KCSO Corrections employees who are on duty at the time of meal service. Employees will pay for their meals directly through County. Contractor will bill County for employee meals at the same rate as inmate meals and provided a count of employee meals under a mutually agreed upon system. Employee's meals should be of the same type as inmate meals, unless other accommodations are agreed to by both parties.
 - xiii. Contractor employee meals shall be provided for by Contractor, at no cost to the County, and should be of the same type as inmate meals.
 - xiv. Contractor will provide food and meals as necessary in coordinating a response to a community-wide emergency or natural disaster, if requested by KCSO to do so, and at a cost comparable to the rate set forth in this Agreement.
 - xv. Upon request by Jail Administrator, but only up to twice every 12 months, in order to consume and rotate KCSO's emergency supplies, the Contractor will prepare and serve, at no charge to the County, food furnished by the KCSO and maintained as part of KCSO's emergency supplies. On these days, Contractor will compensate County for the cost of any meals provided to Contractor's employees at the rate of inmate meals. County employees will pay the County for their meals at the rate set by the

County for employee meals.

B. Food Preparation Standards:

- i. Contractor shall be responsible for all meals and insure that the entire food preparation, kitchen, kitchen restrooms, utensils, appliances, food service, and storage shall comply with all relevant standards and rules set by the Illinois Department of Public Health, Illinois Jail Standards, and American Correctional Association Standards.
- ii. Only USDA inspected and approved meats, poultry, eggs, and dairy products may be used.
- iii. Contractor will cause the food to be plated or trayed in an eye-pleasing manner.
- iv. Meals shall be prepared, cooked, and portioned by civilian labor provided by Contractor.
- v. Contractor shall keep utensils, equipment, kitchen, bathroom, and storage areas continuously clean and tidy, in a manner that satisfies the State Jail Inspector, American Correctional Association Standards, the Jail Administration, and the Kendall County Health Department.
- vi. Contractor shall obtain/possess any licenses and/or certificates required to furnish meals to adult inmates.
- vii. Contractor shall assure that the dietary operation is in compliance with the standards set by the American Correctional Association and the State Department of Corrections.
- viii. Contractor will obey all Federal, State, and local laws and ordinances regarding health, sanitation, and safety.

C. Employees/Inmate Labor

- i. Contractor will provide a list of employees and agents, identified by name, and title at the time this Agreement is executed. Contractor shall timely update that list throughout the term of the Agreement.
- ii. All inmate labor will be trained and carefully supervised by Contractor's employees.
- iii. Contractor's employees shall hold appropriate licenses and certifications required for this type of food service.
- iv. Contractor shall be responsible for any damage by its employees or agents, or damage done by inmate workers due to gross lack of training or supervision by Contractor, its employees or agents.

- D. Security:
- i. KCSO will at all times be responsible for the physical security of the Facility and the continuing security of the inmates.
 - ii. Contractor's employees and agents will be responsible for the security and control of their County issued keys and work tools. All tools, such as knives, peelers, etc., will be kept in a locked area when not in use. Contractor shall maintain a recorded inventory of all such items, and shall document any time an item is removed and returned to the locked area.
 - iii. Contractor's employees and agents will follow security procedures established by the KCSO and the County and will take direction from the KCSO correctional staff in an emergency situation.
- E. Grievances: Upon request of County, Contractor shall be responsible to answer and remedy, if appropriate, inmate grievances and complaints regarding food services.

9. EQUIPMENT AND FACILITIES

- A. Contractor shall provide, if needed, any equipment necessary for the transportation of products, supplies, and personnel to or from the Facility. Contractor shall furnish all supplies, commodities, and equipment not supplied by County, but which are necessary for the efficient, sanitary, and economically sound operation of the food services program outlined in the Agreement. This shall include all cleaning and paper supplies not provided by County.
- B. Contractor shall supply all food, seasonings, and ingredients for the food service and kitchen at Facility.
- C. County shall furnish cleaning supplies, pots, pans, kitchen equipment, and utensils identified in appendix B of the RFP.
- D. County will provide, install, maintain, repair, and permit the Contractors to use the Capital Equipment which the County placed within the Facility.
- E. Contractor must provide disposable utensils for all persons identified by County staff as having communicable disease. Disposable utensils, plates, cups, etc., are to be biodegradable or able to be recycled. Polystyrene is not acceptable.
- F. Contractor shall properly use and maintain all County equipment. Contractor will be responsible for repair of damaged equipment due to negligence or willful conduct of Contractor's employees or agents. The County will provide preventative maintenance and repair service on all

County owned equipment.

- G. County shall supply all utilities relating to the operation of the food service area, including garbage service, natural gas, water, and electric. County shall supply internet access, if needed, and basic local phone service. Any toll or long distance charges incurred by Contractors employees or agents will be reimbursed by the Contractor within thirty (30) calendar days after receipt of the bill. The Contractor will direct efforts at conserving utilities whenever possible.
- H. Facility shall at no times be used for the preparation of any foods or beverages other than those products to be delivered under Agreement.
- I. Contractor and the County shall jointly inventory all Capital Equipment and food service related items under Contractor's direct control at the inception of the Agreement and annually thereafter. Copies of the inventory will be retained by Contractor and by the County. Contractor shall provide equivalent quality replacement supplies as necessary. All replacement supplies shall become the property of County.

10. NOTICE. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, by the party listed below:

Notice to Kendall County: Kendall County Sberiff's Office,
 Attention: Sheriff Dwight Baird,
 Kendall County Public Safety Center,
 1102 Cornell Lane,
 Yorkville, Illinois, 60560,
 fax (630) 553-4379,

with copy sent to: Kendall County State's Attorney,
 807 John Street,
 Yorkville, Illinois, 60560,
 fax (630) 553-4204.

Notice to Contractor: _____

Fax: _____

11. TERMINATION: Contractor may terminate this Agreement by providing one hundred and eighty (180) calendar days written notification. The County may terminate this Agreement upon thirty (30) calendar days written notice. In case of

such termination, the Contractor shall be entitled to receive payment from the County for work completed prior to the termination date, but shall not be responsible for any additional costs, damages, and/or fees. In the event that this Agreement is terminated due to Contractor's default, the County shall be entitled to purchase substitute items and/or services elsewhere and charge the Contractor for any or all losses incurred, including attorney's fees and expenses. The Contractor will be deemed to have defaulted upon its failure to provide services consistent with, and as required by this Agreement.

Contractor shall notify County immediately of any change in its status resulting from any of the following: (a) Contractor is acquired by a non-affiliated party; (b) Contractor becomes insolvent; (c) Contractor, voluntarily or by operation law, becomes subject to the provisions of any chapter of the Bankruptcy Act; or (d) Contractor ceases to conduct its operations in normal course of business. County shall have the option to terminate its contract with Contractor immediately on written notice based on any such change in status. For the purposes of this Agreement, a non-affiliated party shall mean any corporation, limited liability company or any other person that is not controlling, controlled by, or under common control with the Contractor.

12. WARRANTIES. All services to be undertaken by Contractor shall be carried out by competent and properly trained personnel of Contractor to the highest standards and to the satisfaction of County. All services, materials, and components shall conform to relevant manufactures' and equipment suppliers' specifications, and all equipments shall be obtained from original manufactures or suppliers approved by County. No warranties implied or explicit may be waived or denied.
13. ASSIGNMENT. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other. The terms and conditions of this Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.
14. FORCE MAJEURE. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event.

The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

15. BACKGROUND CHECKS/SECURITY. Contractor shall exercise general and overall control of its officers, employees and agents. Contractor agrees that no one shall be assigned to perform work at the Facility on behalf of Contractor, Contractor's consultants, subcontractors and their respective officers, employees, agents and assigns unless KCSO has completed a criminal background investigation for each individual. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Contractor agrees that the individual shall not be assigned to perform work on or at the Facility absent prior written consent from County and KCSO. County, at any time, for any reason and in County's sole discretion, may require Contractor and/or Contractor's employees, consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Contractor understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, the Facility, or the grounds belonging to or adjacent to the Facility, any item not specifically authorized by the Facility, such as contraband, shall be prosecuted. All persons, including Contractor's employees, agents, and visitors, entering the Facility are subject to routine searches of their persons, vehicles, property and/or packages at anytime without prior notice. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein. Contractor further agrees that it shall notify KCSO personnel of the loss or breakage of any tools and equipment while within the Facility.

16. HOLD HARMLESS / INDEMNIFICATION. Contractor will hold harmless and indemnify the County and the Kendall County Public Building Commission, together with their respective officials, officers, employees, including their past, present, and future board members, elected officials and agents with counsel of the County's own choosing, against all liabilities, claims, suits, demands, proceedings, and actions for any loss or damage, including reasonable attorneys' fees and other costs of litigation, caused or necessitated solely by the negligent, reckless, intentional, or deliberately indifferent conduct of Contractor, its employees, and agents, Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, must be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney. County's and the

Kendall County Public Building Commission's participation in their defense shall not remove Contractor's duty to indemnify, defend, and hold County and the Kendall County Public Building Commission harmless, as set forth above.

17. INSURANCE. Contractor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to County. Before starting work hereunder, Contractor shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident and \$2,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. County, and the Kendall County Public Building Commission shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of County and the Kendall County Public Building Commission. County and the Kendall County Public Building Commission shall also be designated as certificate holders.
18. PRISON RAPE ELIMINATION ACT OF 2003 (PREA). Contractor will comply with PREA, applicable PREA standards, and the KCSO policies related to PREA for preventing, detecting, monitoring, investigating, and eradicating any form of sexual abuse within Facility. Contractor acknowledges that, in addition to self-monitoring, KCSO may conduct announced or unannounced monitoring to include on-site monitoring.
19. REMEDIES. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, County is required to use the services of an attorney, then County shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred by County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
20. INDEPENDENT CONTRACTOR RELATIONSHIP. It is understood and agreed that Contractor is an independent contractor and is not an employee of, partner of,

agent of, or in a joint venture with County. Contractor understands and agrees that Contractor is solely responsible for paying all wages, benefits and any other compensation due and owing to Contractor's officers, employees, and agents for the performance of services set forth in the Agreement. Contractor further understands and agrees that Contractor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Contractor's officers, employees, and/or agents who perform services as set forth in the Agreement. Contractor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents and agrees that County is not responsible for providing any insurance coverage for the benefit of Contractor, Contractor's officers, employees and agents. Contractor hereby agrees to defend with counsel of County's own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from County, its board members, officials, employees, insurers, and agents for any alleged injuries that Contractor, its officers, employees and/or agents may sustain while performing services under the Agreement.

21. CERTIFICATION. Contractor certifies that Contractor, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act)

Contractor further certifies by signing the Contract documents that Contractor, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act. 15 U.S.C. § 1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that Officer's or employee's official capacity. Nor has Contractor made admission of guilt of such conduct which is a matter of record, nor has any official, officer, agent, or employee of the company been so convicted nor made such an admission

22. PROTECTION OF WORK AND CLEAN-UP. The Contractor shall be responsible for the protection of all work (including, but not limited to, all work performed by Contractor and all subcontractors) and shall at Contractor's own expense replace damaged or lost materials or repair damaged parts of the work, and the Contractor shall be liable therefore. Contractor and subcontractors shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Contractor and subcontractors may, however, be allowed a reasonable

extension of time on account of such delays, subject to the conditions herein before specified. The Contractor shall remove from the vicinity of the Facility all surplus material or equipment belonging to Contractor and subcontractors. within a reasonable time or as directed by the County.

23. NON-DISCRIMINATION. Contractor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
24. AUTHORITY TO EXECUTE AGREEMENT. County and Contractor 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.
25. CHOICE OF LAW AND VENUE. 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. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
26. TAXES. Contractor acknowledges that County is exempt from federal excise and transportation taxes. County is also exempt from payment of Illinois Sales Tax. KENDALL COUNTY TAX EXEMPTION IDENTIFICATION NUMBER: xxxxxx. The County agrees to notify Contractor promptly in the event of a change in its tax-exempt status.
27. ENTIRE AGREEMENT. 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.
28. COUNTERPARTS. 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.

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

The vendor TBA

Date

COUNTY OF KENDALL, ILLINOIS

Kendall County Board Chairman

Date

Kendall County Clerk

Date

Kendall County Sheriff

Date

Appendix- C (Kitchen, pots, pans, equipment and utensils)

- 1.ladles (1)ea 3oz., 6oz., 32oz.
- 2.scrapers (2)
- 3.wire whip (2)
- 4.tongs (4)
- 5.brushes (2)
- 6.serving spoons (6)
- 7.turner (2)
- 8.stainless steel bowels 2qt (4) 4qt (3)
- 9.full sheet pans (15)
10. half sheet pans (4)
11. full sheet pans 3' deep (4)
12. stock pot w/ lids (3)
13. fry pans 14" (2)
14. 15qt pots w/ lids (3)
15. 24qt pots w/ lids (2)
16. drink coolers (4)
17. two handle colander (1)
18. hand held strainer (1)
19. can opener (1)
20. four slice toaster (1)

21. steam table covers (11)
22. steam table pans full size (12)
23. steam table pans half size (8)
24. cutting board (2)
25. microwave oven (2)
26. inmate spoons (500)
27. inmate food trays (250)

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Tuesday, March 22, 2016

CALL TO ORDER

The meeting was called to order by Admin HR Committee Vice Chair John Shaw at 5:40p.m.

ROLL CALL

Committee Members Present: Judy Gilmour – here, John Shaw – here, John Purcell - present

Lynn Cullick entered the meeting at 5:43p.m

Committee Members Absent: Dan Koukol

Others present: Joe Gillespie, Scott Koeppel, Jim Smiley, Jeff Wilkins

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda as presented, second by Member Purcell. **With all in agreement, the motion carried.**

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the March 3, 2016 meeting minutes, second by Member Purcell. **With all in agreement, the motion passed.**

MONTHLY REPORTS

- a. **Department Heads and Elected Officials** – Scott Koeppel, Technology Services Director, stated that Technology conducted a PC recycling, and in conjunction with Facilities Management disposed of several copiers, and made sure they were disposed of environmentally and security-wise. This freed up some space and disposed of older equipment that was no longer usable.

Mr. Koeppel reported that Gina Hauge spent many hours assisting with the onsite voter registration set-up and laptop operations for several weeks before and on the day of the election at polling sites. Mr. Koeppel and Darrell Kollins also assisted in various areas of the technology side of the election.

Mr. Koeppel said the budget is on track for Technology and GIS.

Koeppel said that they have begun evaluating the replacement of the wireless link between the County Office Building and the Public Safety Building, and have started getting quotes and talking to vendors regarding the replacement. The original wireless link is approximately 8 years old, and there are some speed issues in the County Office Building.

NEW BUSINESS

- *Approval of Firewall Equipment Purchase* – Mr. Koeppel explained the importance of purchasing new Firewall Equipment, and that they are evaluating different security devices. Although the purchase of new firewall equipment was not originally in the budget, Mr. Koeppel reported that funds are in his budget if he delays the purchase of some new PC's.
- *PSC/Courthouse Update* – Sheriff's Office Deputy Commander Joe Gillespie, Kendall County Sheriff's Office reported that he, Jim Smiley and Scott Koeppel met with Dewberry for the sixty percent completion on the design concept, the blue print page turn reviewing every device for replacement purposes, and spent time with the architect prior to the meeting. Gillespie said they spent a considerable amount of time ensuring that they continue to move in the right direction, and said they are at approximately \$2,819,000., not including the Dewberry fee of \$217,000, and are right at the sixty percent of expectations of the budget.

Deputy Commander Gillespie explained that all of the copper cabling and some fiber cable is bad, they planned to have the infrastructure fiber tested to see if any of it is usable as a cost savings initiative. Gillespie also explained that the wiring that would run between the Courthouse and the Sheriff's Office (dark fiber) through a completely separate tunnel, and not part of that building project. This dark fiber in a four-inch sleeve, 8-10 inches underground that hooks the network together for the County. There are additional cable pairs that aren't being used that they hope to use to save money on this project. Mr. Koeppel explained that when the HHS building was built, there was wiring installed between HHS, the Public Safety Center, and the Courthouse. Technology currently use that fiber optic cable to connect all of the computers together at those three locations, but they are not using all of that cable. Mr. Koeppel said Technology could spare some strands of that fiber to connect the PSC and the Courthouse. Mr. Koeppel said the fiber was run in 2004, and that he planned to have the cable inspected for viability and usage prior to proceeding with any project.

- *Approval of Resolution Authorizing Application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311) and Downstate Public Transportation Act 30 ILCS 740/2-1 et seq* – Jeff Wilkins explained that this is the annual resolution, and reviewed the 5311/Downstate Operating Assistance Program for FY2017, as well as ridership statistics. Member Purcell made a motion to forward to the County Board for approval, second by Member Shaw. **With four members present voting aye, the motion carried.**
- *Announce Public Hearing at April 5 County Board meeting to obtain public comment and consider economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 991, as amended (49 U.S.C. §5311)* – Mr. Wilkins reviewed the proposed Public Notice of the hearing to be scheduled on April 5, 2016. Member Purcell made a motion to forward to the County Board for approval, second by Member Gilmour. **With four members present voting aye, the motion carried.**

- *Employee Handbook* – Member Purcell suggested that the committee begin reviewing and making changes only to the portion of the handbook applicable to the County Administrator’s immediate supervision of the Facilities Management Director, the Technology Services/GIS Director, the Planning, Building and Zoning Director, Administrative Services and Animal Control. The committee will begin review of the employee handbook at the April 7, 2016 committee meeting with Assistant State’s Attorney Leslie Johnson in attendance

OLD BUSINESS

- *Organization Charts Discussion* – The committee will continue review of the organization charts at the April 7, 2016 committee meeting when Assistant State’s Attorney Leslie Johnson is in attendance.

EXECUTIVE SESSION – Not Needed

ITEMS FOR COMMITTEE OF THE WHOLE – PSC/Courthouse Update on a monthly basis

ACTION ITEMS FOR COUNTY BOARD

- *Approval of Resolution Authorizing Application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311) and Downstate Public Transportation Act 30 ILCS 740/2-1 et seq*
- *Public Hearing at April 5 County Board meeting to obtain public comment and consider economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 991, as amended (49 U.S.C. §5311)*

PUBLIC COMMENT – None

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 6:24p.m., Member Shaw seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary

RESOLUTION AUTHORIZING APPLICATION FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C § 5311) AND DOWNSTATE PUBLIC TRANSPORTATION ACT (30 ILCS 740/2-1 et seq.)

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

WHEREAS, 49 U.S.C. § 5311 (“Section 5311”), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 *et seq.*) (“Act”) authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Downstate Public Transportation Act ;

WHEREAS, a public hearing was held on April 5, 2016 to obtain public comment on the environmental and economic impacts of the application for public transportation financial assistance.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Downstate Public Transportation Act for fiscal year 2017, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY.

Section 3. That while participating in said operating assistance program KENDALL COUNTY will provide required local matching funds.

Section 4. That the Kendall County Board Chairman of KENDALL COUNTY is hereby authorized to provide Affirmation of Applicant and the State’s Attorney is authorized to provide Affirmation of the Applicant’s Attorney for Federal Transit Administration Certifications and Assurances.

Section 5. That the Kendall County Board acknowledges the Acceptance of Special Warranty, and understands as a condition of receipt of funds under 49 U.S.C. § 5311 funds, that 49 U.S.C. § 5333(b) requires fair and equitable arrangements must be made to protect the interests of employees affected by such assistance.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY such application.

Section 7. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 8. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2017.

PRESENTED and ADOPTED by the County Board, this 5th day of April 2016.

Approved:

Attest:

John A. Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder



KENDALL COUNTY ECONOMIC DEVELOPMENT

Memorandum

To: Jeff Wilkins, County Administrator
From: Andrez Beltran, Economic Development Coordinator
Subject: 5311/Downstate Operating Assistance Program FY2017
Date: 4/5/16

Summary

The Downstate Operating Assistance Program (DOAP) grant provides significant funding for non-urban/rural public transportation. Kendall County uses those funds in cooperation with municipalities to operate the Kendall Area Transit (KAT) program through its operator, the Voluntary Action Center (VAC). Over the last six years the service has grown significantly. In FY2017, Kendall County's maximum appropriation amount available is \$2,090,100; due to local match restrictions, expected receipts are \$819,000. Kendall County's local match will remain \$45,000 as in previous years.

Background

The DOAP grant is funded by the State through the Department of Transportation. This grant is used for operating public transportation in non-urban-rural areas. In Kendall County, this partially funds the operations of the Kendall Area Transit program. Started in 2010, KAT provides rides to registered users who either start or end in a location in Kendall County. This program uses a mix of light passenger vans and medium size buses to users in either a fixed route, or their own path through Dial-A-Ride.

Appropriation

Currently, the state matches sixty-five percent of expenditures with the remaining coming from local match. For KAT, this local match comes not only from the County (which appropriates \$45,000), but also municipalities such as Yorkville and other service contracts in the area, like Open Door Rehabilitation Center of Sandwich. VAC is instrumental in securing these local match contributions.

In FY2016, the eligible amount of appropriation under DOAP was \$1.9 million; actual reimbursement was approximately \$728,000. The requested appropriation for FY2017 will be maximum amount, \$2.09 million, so as to cover unexpected growth. Projected actual appropriation is \$819,000.

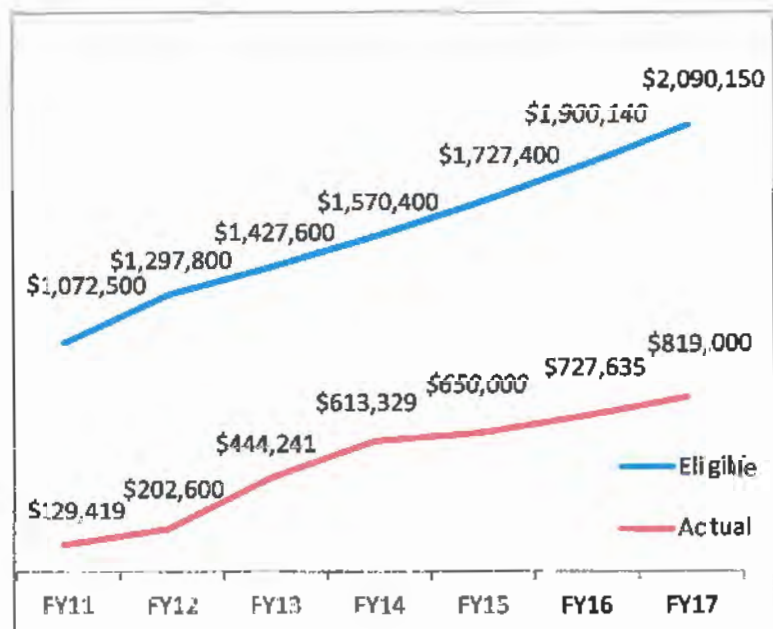


Figure 1: Eligible vs. Actual Appropriation



KENDALL COUNTY ECONOMIC DEVELOPMENT

Service

As can be seen in figure 2, ridership has grown significantly over the last eight years. Of these rides almost eleven thousand were for employment purposes, and nine thousand for medical reasons. Overall, nine thousand seniors were served by KAT in FY2015.

Due to the elimination of the Oswego Park-N-Ride, the number of trips in FY15 and FY16 decreased. In addition, in FY16 KAT estimates the budget insecurity caused a reduction of 7,000 trips. While the funding for 5311/DOAP is more certain this year, KAT is taking a cautious approach to rebuilding ridership. The graph below highlights those losses. Please note categories are not mutually exclusive.

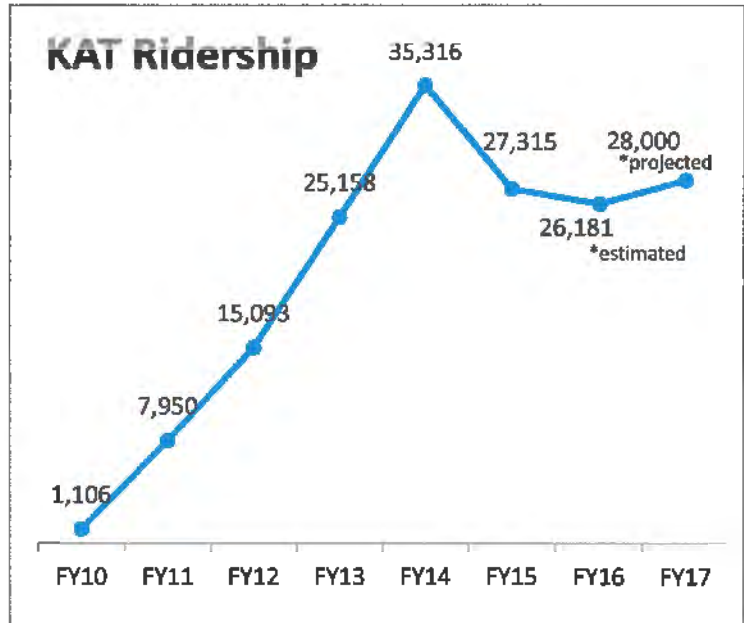


Figure 2: Ridership Numbers by Fiscal Year

FY15 Actual			FY16 Projections			
Category	KAT Trips	%	Category	KAT Trips	%	Losses
Seniors	9,067	33%	Seniors	10,211	39%	2,765
Disabled	11,340	42%	Disabled	10,472	40%	2,836
Employment	10,987	40%	Employment	12,829	49%	3,474
Medical	9,138	33%	Medical	8,378	32%	2,268

Table 1: FY 15 Actual and FY16 Projected Ridership

Conclusion

As always, Kendall County is still dedicated to providing the best possible service for its constituents. To that end, we will continue to work with our operator VAC to ensure a high quality product.

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, March 24, 2016

Call to Order

The Budget and Finance Committee was called to order by Vice Chair Bob Davidson at 5:32p.m.

Committee Members Present: Elizabeth Flowers, Scott Gryder, Bob Davidson, Matthew Prochaska

John Purcell arrived at 5:34p.m.

Others Present: Latreese Caldwell, Scott Koeppel, Under Sheriff Harold Martin, Jeff Wilkins

Claims Review and Approval– Member Prochaska made a motion to forward for approval of the claims in an amount not to exceed \$826,115.67, and Election Judge claims in an amount not to exceed \$55,557.21 second by Member Flowers. **With Members Flowers, Davidson, Purcell and Prochaska voting aye, and Member Gryder abstaining, the motion carried.**

Department Heads and Elected Official Reports - None

Items from Other Committees - None

Items of Business

- *Review of Senior Levy Applications* – Member Gryder made a motion to forward to the County Board for approval the following levy awards granted, second by Member Davidson.

Community Nutrition Network	\$20,274.
Fox Valley Older Adult Services	\$58,703.
KC Health Department	\$59,178.
Oswegoland Seniors, Inc.	\$43,226.
Prairie State Legal Services	\$ 8,500.
Senior Services Associates, Inc.	\$124,619.
VNA Health Care	\$10,000

With all members voting aye, the motion carried.

- *Approval for Purchase of New Firewall Equipment – Technology Services* – Technology Director Scott Koeppel reported that there is need to replace the firewall equipment as soon as possible to ensure that we are in compliance with security requirements, and to ensure safety and protection for the County system. Mr. Koeppel said that he will keep the purchase within his budget for this fiscal year, by not purchasing some equipment that is not as critical. Motion made by Member Davidson, second by Member Gryder. **With all members voting aye, the motion carried.**

- *Approval of Letter of Understanding for 12-hour shifts with Corrections Deputies – Undersheriff Martin reported that the corrections deputies have requested to begin 12-hour shifts as soon as possible, and this would bring the corrections deputies in line with the patrol and court security deputies. Motion made by Member Davidson, second by Member Gryder. **With all members voting aye, the motion carried.***
 - *Approve Ordinance Abating Taxes Levied for the Year 2015 Payable 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2007A, 2007B, 2008, 2009, 2010 and 2011 of the County of Kendall, Illinois – Jeff Wilkins informed the committee that this is an action that needs to be taken annually. Motion made by Member Davidson, second by Member Gryder. **With all members voting aye, the motion carried.***
 - *Approve by roll call vote the Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of the County of Kendall, Illinois – Jeff Wilkins reviewed the timeline and the County rating with the committee. Mr. Wilkins stated that the County’s stable rating stayed the same, although they did note that our budget was in the negative this year and last year. Motion by Member Flowers, second by Member Prochaska.*
- Roll Call: Member Gryder - yes, Member Prochaska - yes, Member Purcell - yes, Member Davidson - yes, Member Flowers - aye. **With five members voting aye, the motion carried.**
- *Approval of Kendall County Court Appointed Special Advocate Lease Agreement – Motion made by Member Prochaska, second by Member Gryder. **With all members voting aye, the motion carried.***
 - *Approval of Kane County Department of Education and Employment Lease Agreement with Kendall County - Motion made by Member Davidson, second by Member Flowers. **With all members voting aye, the motion carried.***
 - *Approval of Kendall Housing Authority Lease Agreement with Kendall County – Member Prochaska stated that this is a one-year lease with two one-year extension options. Motion made by Member Flowers, second by Member Prochaska. **With all members voting aye, the motion carried.***
 - *IMRF Discussion – Item was not discussed*
 - *Benefits Reimbursement Policy – Item was not discussed*

Other Business – None

Public Comment – None

Questions from the Media – None

Action Items for County Board

- *Approval of Claims in an amount not to exceed \$826,115.67 and Election Judge Claims in an amount not to exceed \$55,557.21*
- *Approval of the Senior Levy Grant Awards*
- *Approval of Letter of Understanding for 12-hour shifts with Corrections Deputies*
- *Approve Ordinance Abating Taxes Levied for the Year 2015 Payable 2016 to pay debt service on General Obligation Bonds (Alternate Revenue Source) Series 2007A, 2007B, 2008, 2009, 2010 and 2011 of the County of Kendall, Illinois*
- *Approve the Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of the County of Kendall, Illinois*
- *Approval of Kendall County Court Appointed Special Advocate Lease Agreement*
- *Approval of Kane County Department of Education and Employment Lease Agreement with Kendall County*
- *Approval of Kendall Housing Authority Lease Agreement with Kendall County*

Items for Committee of the Whole – IMRF Presentation

Executive Session – Not needed

Adjournment – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting adjourned at 6:43p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk

Letter of Understanding
Between County of Kendall, Illinois and Kendall County Sheriff and
Illinois Fraternal Order of Police Labor Council (Correction Deputies)

This Letter of Understanding (LOU), entered into by and between the County of Kendall, Illinois and Kendall County Sheriff (hereinafter "Employer") and the Illinois Fraternal Order of Police Labor Council for Kendall County Sheriff's Office, Corrections Deputies Bargaining Unit (hereinafter "Union"), hereby memorializes the Employer's and the Union's mutual understanding and agreement as it relates to the trial implementation of a twelve (12) hour work shift schedule for all bargaining unit members assigned to work corrections side only not to include those that are assigned to the Courthouse in lieu of the work shift schedule set forth in Article XXI of the current union contract.

1. **Trial Period.** The parties understand and agree the trial implementation period for the twelve (12) hour work shift schedule shall be from approximately the start of business on April 30, 2016 to the close of business on December 31, 2016 (hereinafter referred to as "the trial period"). The trial period, or its start date, may be extended by mutual agreement of all parties. The provisions of this LOU are intended for the trial period only and are not intended to change any other provisions, past practice, or policies and/or to set precedent if these provisions somehow impact other provisions, practice, or policy of the Kendall County Sheriff's Office.

2. **Work Shift and Work Period.** During the trial period, all bargaining unit members assigned to the corrections side only not to include those that are assigned to the Courthouse will work a twelve (12) hour work shift schedule in lieu of the eight and one half (8 ½) hour work shift schedule set forth in Article XXI, Section 4 of the current union contract. Also, during the trial period for the twelve (12) hour work shift, the work period shall be defined as a regularly recurring period of fourteen (14) days commencing at 6:00 a.m. CST every other Saturday in lieu of the work period set forth in Article XXI, Section 2. The parties agree that the terms of this trial twelve (12) hour work shift schedule and the work period are set forth in the General Order attached hereto as Exhibit A and incorporated herein by reference. The terms of this LOU and the attached General Order shall supersede all conflicting provisions in the current union contract including, but not limited to Article XXI of the current union contract. All other articles and terms of the current union contract shall continue without interruption for the term thereof.

3. **Evaluation of Trial Period.** Sometime during the first full week of October 2016 or on a later date mutually agreed to by all parties, the parties shall conduct a labor management committee meeting to determine if the twelve (12) hour work shift meets the needs of the Employer, the Union and the bargaining unit members. If all parties agree the twelve (12) hour work shift schedule is acceptable, the parties agree to commence negotiations limited to revision of the union contract to reflect a twelve (12) hour work shift schedule for all bargaining unit members assigned to corrections side only not to include those assigned to the Courthouse in lieu of the current eight and one half (8 ½) hour work shift schedule. If all parties do not agree to continue the twelve (12) hour work shift schedule after the trial period expires, then the parties agree to revert back to the eight and one half (8 ½) hour work shift schedule as set forth in

Article XXI of the union contract once the trial period expires at the close of business on December 31, 2016.

4. **Effective Date.** This LOU is effective on the date of execution by all parties. Signed and agreed to this ____ day of March, 2016.

For the County of Kendall



For the FOP Labor Council

For the Kendall County Sheriff

County of Kendall, Illinois

ORDINANCE NO.

ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2015 PAYABLE 2016 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2007A, 2007B, 2008, 2009, 2010 AND 2011 OF THE COUNTY OF KENDALL, ILLINOIS.

WHEREAS, the County Board (the "*Board*") of The County of Kendall, Illinois (the "*County*"), by ordinance adopted:

Ordinance 07-49 (the "*Bond Ordinance*") on the 16th day of October, 2007 which did provide for the issue of Not To Exceed \$10,000,000 General Obligation Bonds (Alternate Revenue Source), of The County of Kendall, Illinois (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 08-29 (the "*Bond Ordinance*") on the 5th day of August, 2008 which did provide for the issue of \$10,00,000 General Obligation Bonds (Alternate Revenue Source), Series 2008 (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 09-11 (the "*Bond Ordinance*") on the 17th day of March, 2009 which did provide for the issue of \$10,00,000 General Obligation Bonds (Alternate Revenue Source), Series 2009 (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 10-15 (the "*Bond Ordinance*") on the 15th day of June, 2010 which amended Ordinance 10-05 Adopted on March 16, 2010 which provided for the issuance of not to exceed \$10,00,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 11-28 (the "*Bond Ordinance*") on the 1st day of November, 2011 which did provide for the issuance of not to exceed \$4,750,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011 (the "*Bonds*"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

WHEREAS, on:

The 5th day of November, 2007, a duly certified copy of Bond Ordinance 07-49 was filed in the office of the County Clerk of the County (the "*County Clerk*"); also

The 5th day of August, 2008, a duly certified copy of Bond Ordinance 08-29 was filed in the office of the County Clerk of the County (the "*County Clerk*"); also

The 17th day of March, 2009, a duly certified copy of Bond Ordinance 09-11 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 15th day of June, 2010, a duly certified copy of Bond Ordinance 10-15 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 1st day of November, 2011, a duly certified copy of Bond Ordinance 11-28 was filed in the office of the County Clerk of the County (the "County Clerk"); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2015 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the "Debt Service Fund" established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2015 payable 2016 to pay the debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Kendall, Illinois, as follows:

Section 1. Abatement of Tax for the Bonds. The tax heretofore levied for the year 2015 payable 2016 in Bond Ordinances 07-49, 08-29, 09-11, 10-15 and 11-28 shall be abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2015 payable 2016 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted this ____ day of April, 2016, by roll call vote as follows:

Ayes:

Nays:

Absent:

Chairman of the
County Board of

County of Kendall, Illinois

ATTEST:

County Clerk
County of Kendall, Illinois

(SEAL)

KENDALL COUNTY, ILLINOIS

General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016

**Preliminary Timetable
 (February 1, 2016)**

<u>Task</u>	<u>Party Responsible</u>	<u>Date</u>
Preparation of Materials for Official Statement (OS)	County and Speer	February 1 - February 22
Committee of the Whole	County	February 11 @ 4:00 pm
Finance Committee	County	February 11 @ 5:30 pm
Request Call with Rating Agency	County and Speer	Week of February 15
Distribute Draft POS	Speer	February 23
Distribute Rating Package	Speer	February 23
Comments received on draft POS	All Parties	March 7
Rating Call	County and Speer	Week of March 7
Receive Bond Rating	County and Speer	March 21
Distribute Draft of Bond Ordinance	Bond Counsel	Week of March 21
Finalize and Print POS	Speer	March 22
Bond Sale	All Parties	April 5
Bond Ordinance Adopted	County	April 5 @ 6:00pm
Bond Closing	All Parties	May 3

All Board Events or Actions are Highlighted in BLUE

RatingsDirect®

Summary:

Kendall County, Illinois; General Obligation

Primary Credit Analyst:

Jessica Akey, Chicago 312-233-7068; jessica.akey@standardandpoors.com

Secondary Contact:

John A Kenward, Chicago (1) 312-233-7003; john.kenward@standardandpoors.com

Table Of Contents

Rationale

Outlook

Related Criteria And Research

Summary:

Kendall County, Illinois; General Obligation

Credit Profile

US\$5.41 mil GO refunding bonds (alternate rev source) ser 2016 due 12/15/2027

<i>Long Term Rating</i>	AA/Stable	New
Kendall Cnty GO		
<i>Long Term Rating</i>	AA/Stable	Affirmed
Kendall Cnty GO (AGM)		
<i>Unenhanced Rating</i>	AA(SPUR)/Stable	Affirmed

Rationale

Standard & Poor's Ratings Services has assigned its 'AA' long-term rating to Kendall County, Ill.'s general obligation (GO) bonds series 2016 refunding bonds. At the same time, Standard & Poor's affirmed its 'AA' long-term and underlying ratings on the county's previously issued GO debt. The outlook is stable.

Kendall's unlimited ad valorem taxes GO pledge secures the bonds. Bond proceeds will advance refund a portion of the series 2008 for interest cost savings. A pledge of the county's unlimited ad valorem taxes secures the bonds. The county is also pledging sales tax and state income tax; however, we rate the bonds based on the unlimited ad valorem taxes, which we view as the stronger pledge.

The GO debt rating reflects our assessment of the following factors for Kendall, specifically its:

- Strong economy, with access to a broad and diverse metropolitan statistical area (MSA);
- Strong management, with good financial policies and practices under our Financial Management Assessment methodology;
- Weak budgetary performance, with a slight operating deficit in the general fund and an operating deficit at the total governmental fund level in fiscal 2014;
- Very strong budgetary flexibility, with an available fund balance in fiscal 2014 of 71% of operating expenditures;
- Very strong liquidity, with total government available cash at 86.9% of total governmental fund expenditures and 16.4x governmental debt service, and access to external liquidity we consider strong;
- Strong debt and contingent liability position, with debt service carrying charges at 5.3% of expenditures and net direct debt that is 63.5% of total governmental fund revenue, as well as rapid amortization; and
- Strong institutional framework score.

Strong economy

We consider the county's economy strong. Kendall County, with an estimated population of 120,200, is located in the Chicago-Naperville-Elgin MSA, which we consider to be broad and diverse. The county has a projected per capita effective buying income of 110% of the national level and per capita market value of \$63,108. Overall, the county's market value was stable over the past year at \$7.6 billion in 2015. The county unemployment rate was 6.3% in 2014.

As with much of the State of Illinois, Kendall's equalized assessed values (EAV) had declined, but this has leveled out.

Management reports that there has been \$29 million in new residential and commercial construction and that it expects the EAV to increase 6% to 8% this year.

Strong management

We view the county's management as strong, with good financial policies and practices under our Financial Management Assessment methodology, indicating financial practices exist in most areas, but that governance officials might not formalize or monitor all of them on a regular basis.

Kendall uses five years of historical data and outside information to make revenue and expenditure assumptions for the budget. It prepares a monthly board report that compares budget to actual figures and the budget can amend, as necessary. The county has a formal investment policy, but does not update the board through the year on its holdings. It does not have a debt management policy. It maintains a five-year capital improvement plan that it updates annually. It has a formal fund balance policy to maintain its undesignated general fund balance at six months of expenditures.

Weak budgetary performance

Kendall County's budgetary performance is weak in our opinion. The county had slight deficit operating results in the general fund of 1.4% of expenditures, and deficit results across all governmental funds of 3.6% in fiscal 2014.

We have lowered our view of the county's budgetary performance to weak from adequate despite a one-time adjustment for a transfer of \$1 million from the general fund to the capital projects fund in fiscal 2014; Kendall will transfer funds out if the general fund is holding over six months of expenses. The county does not intend on spending the \$1 million. The fiscal 2015 audit is still awaiting board approval, but management does not expect any changes and shows a slight general fund deficit of \$282,000 or 1.2% of expenditures. Fiscal 2015 total governmental operating result is a positive \$1.2 million, or 2.3% of expenditures. The fiscal 2016 budget calls for a \$1.46 million deficit, but management believes it was a conservative budget. We understand that revenues are coming in higher than budgeted and management expects fiscal 2016 to be very close to a balanced budget in the general funds. The fiscal 2016 total governmental funds will likely have a deficit due to the planned \$1.5 million to \$2.0 million capital expenditures from the highway fund.

Very strong budgetary flexibility

Kendall County's budgetary flexibility is very strong, in our view, with an available fund balance in fiscal 2014 of 71% of operating expenditures, or \$17.2 million. We expect the available fund balance to remain above 30% of expenditures for the current and next fiscal years, which we view as a positive credit factor.

We expect the county's budgetary flexibility to remain very strong. Kendall has a history of stable fund balances and it intends to always hold at least six months of expenditure in reserves.

Very strong liquidity

In our opinion, Kendall County's liquidity is very strong, with total government available cash at 86.9% of total governmental fund expenditures and 16.4x governmental debt service in 2014. In our view, the county has strong access to external liquidity if necessary.

There is no restricted cash held at the county and it does not expect these levels to materially change. Kendall does not have any privately placed or variable-rate debt.

Strong debt and contingent liability profile

In our view, Kendall County's debt and contingent liability profile is strong. Total governmental fund debt service is 5.3% of total governmental fund expenditures, and net direct debt is 63.5% of total governmental fund revenue. Approximately 89.3% of the direct debt is scheduled to be repaid within 10 years, which is in our view a positive credit factor.

The county does not have medium-term debt plans.

The county's pension contributions totaled 5.4% of total governmental fund expenditures in 2015. Kendall made 100% of its annual required pension contribution in 2015.

The county's employees are covered by the multiemployer Illinois Municipal Retirement Fund's regular, Sheriff Law Enforcement Personnel, and elected county official pension plans. The sheriff and elected county officials are the two largest plans and were funded at 73% and 78%, respectively, as of Dec. 31, 2013. Other postemployment benefits are restricted to implicit subsidy (retirees pay 100% of the premium) and county has not commissioned an actuarial calculation due to low usage.

Strong institutional framework

The institutional framework score for Illinois non-home rule counties subject to the Property Tax Extension Limitation Law is strong. See the institutional framework score for Illinois.

Outlook

The stable outlook reflects our expectation that Kendall will take the necessary steps to maintain very strong financial flexibility and liquidity. We believe county's participation in the deep and diverse Chicago MSA is likely to have a moderating influence on the local economic trends.

Upside scenario

Although unlikely during our two-year outlook horizon, we could raise the rating if Kendall achieves stronger economic indicators.

Downside scenario

We could lower the rating if the county experiences a significant imbalance in operations, causing budgetary performance and flexibility to weaken. We also view this as unlikely in the next two years.

Related Criteria And Research

Related Criteria

- USPF Criteria: Local Government GO Ratings Methodology And Assumptions, Sept. 12, 2013
- USPF Criteria: Financial Management Assessment, June 27, 2006
- USPF Criteria: Debt Statement Analysis, Aug. 22, 2006
- USPF Criteria: Methodology: Rating Approach To Obligations With Multiple Revenue Streams, Nov. 29, 2011
- USPF Criteria: Assigning Issue Credit Ratings Of Operating Entities, May 20, 2015
- Criteria: Use of CreditWatch And Outlooks, Sept. 14, 2009

Related Research

- Institutional Framework Overview: Illinois Local Governments
- S&P Public Finance Local GO Criteria: How We Adjust Data For Analytic Consistency, Sept. 12, 2013

Ratings Detail (As Of March 22, 2016)

Kendall Cnty GO rfdg bnnds (alternate rev source) ser 2011 dtd 12/08/2011 due 12/01/2012-2022 2024 2026 2028 2030 2032
 Long Term Rating AA/Stable Affirmed

Kendall Cnty GO

Unenhanced Rating AA(SPUR)/Stable Affirmed

Many issues are enhanced by bond insurance.

Certain terms used in this report, particularly certain adjectives used to express our view on rating relevant factors, have specific meanings ascribed to them in our criteria, and should therefore be read in conjunction with such criteria. Please see Ratings Criteria at www.standardandpoors.com for further information. Complete ratings information is available to subscribers of RatingsDirect at www.globalcreditportal.com. All ratings affected by this rating action can be found on Standard & Poor's public Web site at www.standardandpoors.com. Use the Ratings search box located in the left column.

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May 2016

The County Board of The County of Kendall
 Yorkville, Illinois

Dear Members:

We have examined a record of proceedings relating to the issuance of \$_____,000 principal amount of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 (the "Bonds") of The County of Kendall (the "County"), a political subdivision of the State of Illinois. The Bonds are authorized and issued pursuant to the provisions of the Counties Code, 55 Illinois Compiled Statutes 5 and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, and by virtue of an ordinance adopted by the County Board of the County on April 5, 2016, and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of The County of Kendall, Illinois" (the "Bond Ordinance").

The Bonds are "alternate bonds" issued pursuant to Section 15 of the Local Government Debt Reform Act. The Bonds are issuable in the form of fully registered bonds in the denominations of \$5,000 and any integral multiple thereof. The Bonds delivered on original issuance are dated _____, 2016. The Bonds mature on December 15, in each of the following years in the respective principal amount set opposite each such year in the following table, and the Bonds maturing in each such year bear interest from their date payable on December 15, 2016 and semiannually thereafter on June 15 and December 15 of each year, at the respective rate of interest per annum set forth opposite such year:

<u>Year</u>	<u>Principal Amount</u>	<u>Interest Rate</u>
20	\$,000	. %
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	
20	,000	

The Bonds maturing on or after December 15, 2025 are subject to redemption prior to maturity at the option of the County, in such principal amounts and from such maturities

as the County shall determine and by lot within a single maturity, on December 15, 2024 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The Bonds maturing in the years 20__, 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption, in part and by lot, on December 15 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

20__ Term Bonds		20__ Term Bonds		20__ Term Bonds	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
20__		20		20	

In our opinion, the Bonds are valid and legally binding general obligations of The County of Kendall, and the County has power and is obligated to levy ad valorem taxes upon all the taxable property within the County for the payment of the Bonds and the interest thereon, without limitation as to rate or amount. To the extent provided in the Bond Ordinance, the Bonds are also payable from (i) general sales taxes receipts from taxes imposed under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailer's Occupation Tax Act; (ii) the state income tax receipts deposited into the Local Government Distributive Fund of the State of Illinois and allocated and paid to the County pursuant to the State Revenue Sharing Act; (iii) fees derived from the issuance of licenses and permits and (iv) receipts derived from the imposition of fines and forfeitures. However, the enforceability of rights or remedies with respect to the Bonds may be limited by bankruptcy, insolvency or other laws affecting creditors' rights and remedies heretofore or hereafter enacted.

We are of the opinion that, under existing law, interest on the Bonds is not includable in the gross income of the owners thereof for Federal income tax purposes. If there is continuing compliance with the applicable requirements of the Internal Revenue Code of 1986 (the "Code"), we are of the opinion that interest on the Bonds will continue to be excluded from the gross income of the owners thereof for Federal income tax purposes. We are further of the opinion that interest on the Bonds is not an item of tax preference for purposes of computing individual or corporate alternative minimum taxable income. However, interest on the Bonds is includable in corporate earnings and profits and therefore must be taken into account when computing corporate alternative minimum taxable income for purposes of the corporate alternative minimum tax.

The Code contains certain requirements that must be satisfied from and after the date hereof in order to preserve the exclusion from gross income for Federal income tax purposes of interest on the Bonds. These requirements relate to the use and investment of the proceeds of the Bonds, the payment of certain amounts to the United States, the security and source of payment of the Bonds and the use of the property financed with the proceeds of the Bonds. The County has covenanted in the Bond Ordinance to comply with these requirements.

With respect to the exclusion from gross income for Federal income tax purposes of interest on the Bonds, we have relied on the verification report of Dunbar, Breitweiser & Company, LLP, certified public accountants, regarding the computation of the arbitrage yield on the Bonds and of certain investments made with the proceeds of the Bonds.

Pursuant to the Bond Ordinance, the County has designated the Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Code.

Interest on the Bonds is not exempt from Illinois income taxes.

Very truly yours,

LG:be

Debt Service Sources

	FY16 Sources		
	Public Safety Sales Tax	General Fund	HHS Fund
Jail Expansion 2010 (refinance 2002A)	1,175,100		
County Office Bldg 2011 (refinance 2002B)	285,814	140,000	145,814
Courthouse 2007A	379,975	200,000	
Courthouse 2007B	-		
Courthouse 2008	1,052,340		
Courthouse 2009	791,648		
Total FY16 Debt Service	3,684,877	340,000	145,814

ORDINANCE NO.

ORDINANCE AUTHORIZING THE ISSUANCE OF GENERAL OBLIGATION REFUNDING BONDS (ALTERNATE REVENUE SOURCE), SERIES 2016, OF THE COUNTY OF KENDALL, ILLINOIS

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

Section 1. Authority and Purpose. This ordinance is adopted pursuant to the Counties Code, 55 Illinois Compiled Statutes 5, and the Local Government Debt Reform Act, 30 Illinois Compiled Statutes 350, for the purpose of refunding \$5,210,000 outstanding principal amount of General Obligation Bonds (Alternate Revenue Source), Series 2008, of The County of Kendall, Illinois (the "County") having principal installments in the years 2017 to 2027, both inclusive (the "Prior Bonds").

Section 2. Findings and Determinations. It is found and determined that:

(A) On September 3, 2008, the County issued the Prior Bonds as "alternate bonds" under the provisions of Section 15 of the Local Government Debt Reform Act for the purpose of financing the expansion and renovation of the County Courthouse located at the Kendall County Government Campus in the City of Yorkville, Illinois, including building construction, site improvements, furnishings and equipment (the "Project") and the proceeds of sale of the Prior Bonds have been expended to finance the Project.

(B) The County hereby determines to refund the Prior Bonds and elects to redeem the Prior Bonds on December 15, 2016 (the "Redemption Date") at the redemption price for each Prior Bond to be redeemed equal to 100% of the principal amount thereof.

(C) The County will refund the Prior Bonds by the issuance of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of the County (the "2016 Bonds") which are authorized by this ordinance. The 2016 Bonds shall be issued as "alternate bonds" pursuant to the provisions of Section 15 of the Local Government Debt Reform Act.

(D) The County intends to deposit in the Escrow Fund to be established pursuant to the 2016 Escrow Deposit Agreement approved in Section 13 of this ordinance, proceeds of the 2016 Bonds, which together with any contribution of funds of the County deposited in said Escrow Fund, will be sufficient to pay (a) the redemption price on the Prior Bonds on the Redemption Date and (b) the interest to be due on each Prior Bond on or prior to the Redemption Date.

(E) It is determined that (i) the term of the 2016 Bonds is not longer than the term of the Prior Bonds; and (ii) the debt service payable in any year on the 2016 Bonds does not exceed the debt service payable in such year on the Prior Bonds.

(F) The 2016 Bonds shall be payable from (i) the sales tax receipts derived by the County from taxes imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax Act, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the Retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County; (ii) the state income tax receipts deposited in the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act; (iii) fees derived from the issuance

of licenses and permits and (iv) receipts derived from the imposition of fines and forfeitures. All of the foregoing constitute a "Revenue Source" within the meaning of Section 15 of the Local Government Debt Reform Act.

Section 3. Authorization and Terms of Bonds. The sum of \$_____ is appropriated to meet the estimated cost of refunding the Prior Bonds, including the costs of issuance of the 2016 Bonds. The 2016 Bonds are authorized to be issued and sold in an aggregate principal amount of \$_____ pursuant to applicable provisions of the Local Government Debt Reform Act for the purpose of financing said appropriation. The 2016 Bonds shall be designated "General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016" and shall be issued as "alternate bonds" pursuant to the provisions of Section 15 of the Local Government Debt Reform Act.

The 2016 Bonds shall be issuable in the denominations of \$5,000 or any integral multiple thereof and may bear such identifying numbers or letters as shall be useful to facilitate the registration, transfer and exchange of 2016 Bonds. Unless otherwise determined in the order to authenticate the 2016 Bonds, each 2016 Bond delivered upon the original issuance of the 2016 Bonds shall be dated as of their date of delivery. Each 2016 Bond thereafter issued upon any transfer, exchange or replacement of 2016 Bonds shall be dated so that no gain or loss of interest shall result from such transfer, exchange or replacement.

The 2016 Bonds shall mature on December 15 in each year shown in the following table in the respective principal amount set forth opposite each such year and

the 2016 Bonds maturing in each such year shall bear interest at the respective rate per annum set forth opposite such year:

Year	Principal Amount	Interest Rate	Year	Principal Amount	Interest Rate
20__	\$,000	%	20	\$,000	%
20__	,000		20	,000	
20__	,000		20	,000	
20__	,000		20	,000	
20	,000		20	,000	
20__	,000		20__	,000	

Each 2016 Bond shall bear interest from its date, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 15, 2016 and semiannually thereafter on each June 15 and December 15 at the rates per annum herein determined.

The principal of the 2016 Bonds shall be payable in lawful money of the United States of America upon presentation and surrender thereof at the corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, which is hereby appointed as bond registrar and paying agent for the 2016 Bonds. Interest on the 2016 Bonds shall be payable on each interest payment date to the registered owners of record thereof appearing on the registration books maintained by the County for such purpose at the corporate trust office of the bond registrar, as of the close of business on the first day of the calendar month of the applicable interest payment date. Interest on the 2016 Bonds shall be paid by check or draft mailed to such registered owners at their addresses appearing on the registration books or by wire transfer pursuant to an agreement by and between the County and the registered owner.

The 2016 Bonds maturing on or after December 15, 2025 shall be subject to redemption prior to maturity at the option of the County and upon notice as herein provided, in such principal amounts and from such maturities as the County shall determine and by lot within a single maturity, on December 15, 2024 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The 2016 Bonds maturing on December 15, 20__, shall be subject to mandatory redemption, in part and by lot, on December 15 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2016 Bonds maturing on December 15, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2016 Bonds maturing on December 15, 20__, is \$____,000.

The 2016 Bonds maturing on December 15, 20__, shall be subject to mandatory redemption, in part and by lot, on December 15 of the years 20__ to 20__, both inclusive, in the following principal amounts, each constituting a sinking fund installment for the retirement of the 2016 Bonds maturing on December 15, 20__:

<u>Year</u>	<u>Principal Amount</u>
20__	\$,000
20__	,000
20__	,000

The final principal amount of the 2016 Bonds maturing on December 15, 20__, is \$____,000.

All 2016 Bonds subject to mandatory sinking fund redemption shall be redeemed at a redemption price equal to the principal amount thereof to be redeemed. The bond registrar is hereby authorized and directed to mail notice of the mandatory sinking fund redemption of the 2016 Bonds in the manner herein provided.

Whenever 2016 Bonds subject to mandatory sinking fund redemption are redeemed at the option of the County, the principal amount thereof so redeemed shall be credited against the unsatisfied balance of future sinking fund installments or final principal amount established with respect to such 2016 Bonds, in such amounts and against such installments or final principal amount as shall be determined by the County in the proceedings authorizing such optional redemption or, in the absence of such determination, shall be credited pro-rata against the unsatisfied balance of the applicable sinking fund installments and final principal amount.

On or prior to the 60th day preceding any sinking fund installment date, the County may purchase 2016 Bonds, which are subject to mandatory redemption on such sinking fund installment date, at such prices as the County shall determine. Any 2016 Bond so purchased shall be cancelled and the principal amount thereof so purchased shall be credited against the unsatisfied balance of the next ensuing sinking fund installment of the 2016 Bonds of the same maturity as the 2016 Bond so purchased.

In the event of the redemption of less than all the 2016 Bonds of like maturity, the aggregate principal amount thereof to be redeemed shall be \$5,000 or an integral multiple thereof and the bond registrar shall assign to each 2016 Bond of such maturity a distinctive number for each \$5,000 principal amount of such 2016 Bond and shall select by lot from the numbers so assigned as many numbers as, at \$5,000 for each

number, shall equal the principal amount of such 2016 Bonds to be redeemed. The 2016 Bonds to be redeemed shall be the 2016 Bonds to which were assigned numbers so selected; provided that only so much of the principal amount of each 2016 Bond shall be redeemed as shall equal \$5,000 for each number assigned to it and so selected.

Notice of the redemption of 2016 Bonds shall be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of 2016 Bonds to be redeemed at their last addresses appearing on said registration books. The 2016 Bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on the redemption date, moneys for payment of the redemption price of all the 2016 Bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such 2016 Bonds or portions thereof shall cease to accrue and become payable. If there shall be drawn for redemption less than all of a 2016 Bond, the County shall execute and the bond registrar shall authenticate and deliver, upon the surrender of such 2016 Bond, without charge to the owner thereof, in exchange for the unredeemed balance of the 2016 Bond so surrendered, 2016 Bonds of like maturity and of the denomination of \$5,000 or any integral multiple thereof.

The bond registrar shall not be required to transfer or exchange any 2016 Bond after notice of the redemption of all or a portion thereof has been mailed. The bond

registrar shall not be required to transfer or exchange any 2016 Bond during a period of 15 days next preceding the mailing of a notice of redemption that could designate for redemption all or a portion of such 2016 Bond.

Section 4. Sale and Delivery. The 2016 Bonds are sold to _____ as purchaser, at a price of _____ and accrued interest from their date to the date of delivery and payment therefor. The Official Statement prepared with respect to the 2016 Bonds is approved and "deemed final" as of its date for purposes of Securities and Exchange Commission Rule 15c2-12 promulgated under the Securities Exchange Act of 1934.

The Chairman, the County Clerk and other officials of the County are authorized and directed to do and perform, or cause to be done or performed for or on behalf of the County each and every thing necessary for the issuance of the 2016 Bonds, including the proper execution and delivery of the 2016 Bonds and the Official Statement.

Section 5. Execution and Authentication. Each 2016 Bond shall be executed in the name of the County by the manual or authorized facsimile signature of the Chairman and the corporate seal of the County, or a facsimile thereof, shall be thereunto affixed or otherwise reproduced thereon and attested by the manual or authorized facsimile signature of its County Clerk.

In case any officer whose signature, or a facsimile of whose signature, shall appear on any 2016 Bond shall cease to hold such office before the issuance of the 2016 Bond, such 2016 Bond shall nevertheless be valid and sufficient for all purposes, the same as if the person whose signature, or a facsimile thereof, appears on such 2016 Bond had not ceased to hold such office. Any 2016 Bond may be signed, sealed

or attested on behalf of the County by any person who, on the date of such act, shall hold the proper office, notwithstanding that at the date of such 2016 Bond such person may not have held such office. No recourse shall be had for the payment of any 2016 Bonds against any officer who executes the 2016 Bonds.

Each 2016 Bond shall bear thereon a certificate of authentication executed manually by the bond registrar. No 2016 Bond shall be entitled to any right or benefit under this ordinance or shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the bond registrar.

Section 6. Transfer, Exchange and Registry. The 2016 Bonds shall be negotiable, subject to the provisions for registration of transfer contained herein. Each 2016 Bond shall be transferable only upon the registration books maintained by the County for that purpose at the principal corporate trust office of the bond registrar, by the registered owner thereof in person or by his attorney duly authorized in writing, upon surrender thereof together with a written instrument of transfer satisfactory to the bond registrar and duly executed by the registered owner or his duly authorized attorney. Upon the surrender for transfer of any such 2016 Bond, the County shall execute and the bond registrar shall authenticate and deliver a new 2016 Bond or Bonds registered in the name of the transferee, of the same aggregate principal amount, maturity and interest rate as the surrendered 2016 Bond. 2016 Bonds, upon surrender thereof at the principal corporate trust office of the bond registrar, with a written instrument satisfactory to the bond registrar, duly executed by the registered owner or his attorney duly authorized in writing, may be exchanged for an equal aggregate principal amount

of 2016 Bonds of the same maturity and interest rate and of the denomination of \$5,000 or any integral multiple thereof.

For every such exchange or registration of transfer of 2016 Bonds, the County or the bond registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to such exchange or transfer, which sum or sums shall be paid by the person requesting such exchange or transfer as a condition precedent to the exercise of the privilege of making such exchange or transfer. No other charge shall be made for the privilege of making such transfer or exchange. The provisions of the Illinois Bond Replacement Act shall govern the replacement of lost, destroyed or defaced 2016 Bonds.

The County and the bond registrar may deem and treat the person in whose name any 2016 Bond shall be registered upon the registration books as the absolute owner of such 2016 Bond, whether such 2016 Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal of or interest thereon and for all other purposes whatsoever, and all such payments so made to any such registered owner or upon his order shall be valid and effectual to satisfy and discharge the liability upon such 2016 Bond to the extent of the sum or sums so paid, and neither the County nor the bond registrar shall be affected by any notice to the contrary.

Section 7. General Obligations. The full faith and credit of the County are hereby irrevocably pledged to the punctual payment of the principal of and interest on the 2016 Bonds. The 2016 Bonds shall be direct and general obligations of the County, and the County shall be obligated to levy ad valorem taxes upon all the taxable property

in the County for the payment of the 2016 Bonds and the interest thereon, without limitation as to rate or amount.

Section 8. Pledge of Revenue Source. The Revenue Source is pledged to the payment of the 2016 Bonds. The County Board, on behalf of the County, to the extent it is empowered to do so, covenants to provide for, collect and apply the Revenue Source to the payment of the 2016 Bonds and the provision of not less than an additional .25 times the annual debt service on the 2016 Bonds.

The pledge of the entire Revenue Source herein provided for the 2016 Bonds is on a parity with the prior pledge thereof as security for the payment of the General Obligation Bonds (Alternate Revenue Source), Series 2007A, the General Obligation Bonds (Alternate Revenue Source), Capital Appreciation, Series 2007B, the General Obligation Bonds (Alternate Revenue Source), Series 2008, the General Obligation Bonds (Alternate Revenue Source), Series 2009, of the County.

The pledge of the (i) general sales taxes receipts from taxes imposed under the Use Tax Act, the Service Use Tax Act, the Service Occupation Tax Act and the Retailer's Occupation Tax Act and (ii) the state income tax receipts deposited into the Local Government Distributive Fund of the State of Illinois and allocated and paid to the County pursuant to the State Revenue Sharing Act herein provided for the payment of the 2016 Bonds is on a parity with the prior pledge thereof as security for the payment of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011, of the County.

The County may issue additional bonds payable from, and secured by a pledge of and lien on, the Revenue Source, on a parity with the 2016 Bonds.

The County shall apply the Revenue Source in an amount that shall be sufficient to provide for the timely payment of the principal of and interest on the 2016 Bonds as the same shall become due and payable.

Section 9. Form of 2016 Bonds. The 2016 Bonds shall be issued as fully registered bonds and shall be in substantially the following form, the blanks to be appropriately completed when the 2016 Bonds are printed:

No.

United States of America
State of Illinois
THE COUNTY OF KENDALL
GENERAL OBLIGATION REFUNDING BOND,
(ALTERNATE REVENUE SOURCE), SERIES 2016

INTEREST RATE	MATURITY DATE	DATED DATE	CUSIP
. %	December 15, 20__	_____, 2016	_____

REGISTERED OWNER: Cede & Co.

PRINCIPAL AMOUNT:

THE COUNTY OF KENDALL, a political subdivision of the State of Illinois, acknowledges itself indebted and for value received hereby promises to pay to the registered owner of this bond, or registered assigns, the principal amount specified above on the maturity date specified above, and to pay interest on such principal amount from the date hereof at the interest rate per annum specified above, computed on the basis of a 360 day year consisting of twelve 30 day months and payable in lawful money of the United States of America on December 15, 2016 and semiannually thereafter on June 15 and December 15 in each year until the principal amount shall have been paid, to the registered owner of record hereof as of the first day of the calendar month of such interest payment date, by wire transfer pursuant to an

agreement by and between the County and the registered owner, or otherwise by check or draft mailed to the registered owner at the address of such owner appearing on the registration books maintained by the County for such purpose at the principal corporate trust office of Amalgamated Bank of Chicago, in the City of Chicago, Illinois, as bond registrar or its successor (the "Bond Registrar"). This bond, as to principal when due, will be payable in lawful money of the United States of America upon presentation and surrender of this bond at the principal corporate trust office of the Bond Registrar. The full faith and credit of the County are irrevocably pledged for the punctual payment of the principal of and interest on this bond according to its terms.

This bond is one of a series of bonds issued in the aggregate principal amount of \$_____, which are authorized and issued under and pursuant to the Local Government Debt Reform Act and under and in accordance with an ordinance adopted by the County Board of the County on April 5, 2016 and entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of The County of Kendall, Illinois" (the "Bond Ordinance").

This bond is an "alternate bond" issued pursuant to Section 15 of the Local Government Debt Reform Act and is also secured by a pledge of (i) the sales tax receipts derived by the County from taxes imposed under the Use Tax Act, 35 Illinois Compiled Statutes 105, the Service Use Tax Act, 35 Illinois Compiled Statutes 110, the Service Occupation Tax Act, 35 Illinois Compiled Statutes 115, and the Retailer's Occupation Tax Act, 35 Illinois Compiled Statutes 120, including the 1% share of sales tax imposed in unincorporated areas of the County and the 1/4 of 1% supplemental sales tax imposed throughout the County; (ii) the state income tax receipts deposited in

the Local Government Distributive Fund of the State of Illinois that are allocated and paid to the County pursuant to the State Revenue Sharing Act; (iii) fees derived from the issuance of licenses and permits; and (iv) receipts derived from the imposition of fines and forfeitures, in each case, to the extent, and in the manner, provided in the Local Government Debt Reform Act and the Bond Ordinance.

The bonds of such series maturing on or after December 15, 2025 are subject to redemption prior to maturity at the option of the County and upon notice as herein provided, in such principal amounts and from such maturities as the County shall determine and by lot within a single maturity, on December 15, 2024 and on any date thereafter, at a redemption price equal to the principal amount thereof to be redeemed.

The bonds of such series maturing in the years 20___, 20__ and 20__ (the "Term Bonds") are subject to mandatory redemption, in part and by lot, on December 15 of the years and in the respective principal amounts set forth in the following tables, by the application of sinking fund installments, at a redemption price equal to the principal amount thereof to be redeemed:

<u>20___ Term Bonds</u>		<u>20___ Term Bonds</u>		<u>20___ Term Bonds</u>	
<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>	<u>Year</u>	<u>Principal Amount</u>
20	\$,000	20__	\$,000	20__	\$,000
20	,000	20	,000	20__	,000
20__	,000	20__	,000	20__	,000

Notice of the redemption of bonds will be mailed not less than 30 days nor more than 60 days prior to the date fixed for such redemption to the registered owners of bonds to be redeemed at their last addresses appearing on such registration books. The bonds or portions thereof specified in said notice shall become due and payable at the applicable redemption price on the redemption date therein designated, and if, on

the redemption date, moneys for payment of the redemption price of all the bonds or portions thereof to be redeemed, together with interest to the redemption date, shall be available for such payment on said date, and if notice of redemption shall have been mailed as aforesaid (and notwithstanding any defect therein or the lack of actual receipt thereof by any registered owner) then from and after the redemption date interest on such bonds or portions thereof shall cease to accrue and become payable.

This bond is transferable only upon such registration books by the registered owner hereof in person, or by his attorney duly authorized in writing, upon surrender hereof at the principal corporate trust office of the Bond Registrar together with a written instrument of transfer satisfactory to the Bond Registrar duly executed by the registered owner or by his duly authorized attorney, and thereupon a new registered bond or bonds, in the authorized denominations of \$5,000 or any integral multiple thereof and of the same aggregate principal amount, maturity and interest rate as this bond shall be issued to the transferee in exchange therefor. In like manner, this bond may be exchanged for an equal aggregate principal amount of bonds of the same maturity and interest rate and of any of such authorized denominations. The County or the Bond Registrar may make a charge sufficient for the reimbursement of any tax, fee or other governmental charge required to be paid with respect to the transfer or exchange of this bond. No other charge shall be made for the privilege of making such transfer or exchange. The County and the Bond Registrar may treat and consider the person in whose name this bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal and interest due hereon and for all other purposes whatsoever.

This bond shall not be valid or become obligatory for any purpose until the certificate of authentication hereon shall have been duly executed by the Bond Registrar.

It is hereby certified, recited and declared that this bond is issued in part pursuant to the Local Government Debt Reform Act, that all acts, conditions and things required to be done, exist and be performed precedent to and in the issuance of this bond in order to make it a legal, valid and binding obligation of the County have been done, exist and have been performed in regular and due time, form and manner as required by law, and that the series of bonds of which this bond is one, together with all other indebtedness of the County, is within every debt or other limit prescribed by law.

IN WITNESS WHEREOF, The County of Kendall has caused this bond to be executed in its name and on its behalf by the manual or facsimile signature of the Chairman of its County Board, and its corporate seal, or a facsimile thereof, to be hereunto affixed or otherwise reproduced hereon and attested by the manual or facsimile signature of its County Clerk.

Dated: _____, 2016

THE COUNTY OF KENDALL

Chairman, County Board

Attest:

CERTIFICATE OF AUTHENTICATION

This bond is one of the General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, described in the within mentioned Ordinance.

**AMALGAMATED BANK OF CHICAGO,
as Bond Registrar**

County Clerk

By _____
Authorized Signer

Section 10. Levy and Extension of Taxes. (A) For the purpose of providing the money required to pay the interest on the 2016 Bonds when and as the same falls due and to pay and discharge the principal thereof as the same shall mature (including any mandatory sinking fund installments), there is hereby levied upon all the taxable property in the County, in each year while any of the 2016 Bonds shall be outstanding, a direct annual tax sufficient for that purpose in addition to all other taxes, as follows:

<u>Tax Levy Year</u>	A Tax Sufficient to Produce
2016	
2017	
2018	
2019	
2020	
2021	
2022	
2023	
2024	
2025	
2026	

(B) Interest or principal coming due at any time when there shall be insufficient funds on hand to pay the same shall be paid promptly when due from current funds on hand in advance of the collection of the taxes herein levied; and when said taxes shall have been collected, reimbursement shall be made to the said funds in the amounts thus advanced.

(C) As soon as this ordinance becomes effective, a copy thereof shall be filed with and certified by the County Clerk, which certificate shall recite that this ordinance has been duly adopted, and the County Clerk is hereby directed to ascertain the rate per cent required to produce the aggregate tax hereinbefore provided to be levied in the years 2016 to 2026, inclusive, and to extend the same for collection on the tax books in

connection with other taxes levied in said years, in and by the County for general corporate purposes of the County, and in said years such annual tax shall be levied and collected in like manner as taxes for general corporate purposes for said years are levied and collected and, when collected, the moneys received by the County from such taxes (the "Tax Receipts") shall be used for the purpose of paying the principal of and interest on the 2016 Bonds as the same become due and payable.

(D) After the issuance of the 2016 Bonds, the County shall not abate the debt service taxes levied pursuant to this Section or take any action to restrict the extension and collection of those taxes except that the County may abate any such debt service taxes for any tax levy year to the extent that, at the time of such abatement, moneys then held in the 2016 Debt Service Fund established by this ordinance, or otherwise held in trust for the payment of debt service on the 2016 Bonds, together with the amount to be extended for collection taking into account the proposed abatement, will be sufficient to provide for the punctual payment of the principal of and interest on the 2016 Bonds otherwise payable from the debt service taxes levied for such tax levy year.

(E) The County covenants and agrees with the registered and beneficial owners of the 2016 Bonds that the County will take no action, or fail to take any action, which in any way would adversely affect the ability of the County to impose, collect and receive the receipts constituting the Revenue Source or, except for the abatement of tax levies as permitted by this Section, to levy and collect the annual taxes levied pursuant to this Section (the "Pledged Taxes").

Section 11. Debt Service Fund. The Pledged Taxes are appropriated and set aside for the purpose of paying principal of and interest on the 2016 Bonds when and as

the same come due. The Pledged Taxes and all other monies to be used for the payment of principal of and interest on the 2016 Bonds, if and when received, shall be deposited in the "2016 Debt Service Fund", which is hereby established as a special fund of the County and shall be administered as a bona fide debt service fund under the Internal Revenue Code of 1986.

On or before the date of issuance of the 2016 Bonds, the County shall deposit into the 2016 Debt Service Fund the amount required so that the sum held in the 2016 Debt Service Fund after such deposit shall be sufficient to provide for the punctual payment of the principal of and interest on the 2016 Bonds that will become due and payable on December 15, 2016.

On or before December 30th of each year, the County shall deposit into the 2016 Debt Service Fund, from the Revenue Source, the amount required so that the sum held in the 2016 Debt Service Fund after such deposit shall be sufficient to provide for the punctual payment of the principal of and interest on the 2016 Bonds that will become due and payable on and prior to the 15th day of December next ensuing.

The moneys deposited or to be deposited into the 2016 Debt Service Fund, including the Revenue Source and the Tax Receipts, are pledged as security for the payment of the principal of and interest on the 2016 Bonds to the extent and in the manner provided in this ordinance. The pledge is made pursuant to Section 13 of the Local Government Debt Reform Act and shall be valid and binding from the date of issuance of the 2016 Bonds. All such Revenue Source, to the extent and in the manner provided in this ordinance, all such Tax Receipts and the moneys held in the 2016 Debt Service Fund shall immediately be subject to the lien of such pledge without any

physical delivery or further act and the lien of such pledge shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the County irrespective of whether such parties have notice thereof.

Section 12. Taxes Levied For Prior Bonds. The County Treasurer shall file with the County Clerk a certificate listing the Prior Bonds and the taxes theretofore levied for the 2016 tax levy year and subsequent tax levy years for the payment of the principal of and interest on the Prior Bonds and said certificate shall direct the abatement of such taxes.

Section 13. Escrow Deposit Agreement. The form of 2016 Escrow Deposit Agreement dated as of May 1, 2016 (or such other date as may be determined in the Bond Order), by and between the County and Amalgamated Bank of Chicago, as escrow agent (the "Escrow Agent"), on file in the office of the County Clerk and presented at this meeting, is hereby approved. The proper officers of the County are authorized and directed to execute and deliver the 2016 Escrow Deposit Agreement on behalf of the County.

Section 14. Application of Proceeds. The proceeds of sale of the 2016 Bonds shall be applied as follows:

1. To the Escrow Fund maintained under the 2016 Escrow Deposit Agreement the amount that, together with any contribution of funds of the County, will be sufficient to pay the redemption price of each Prior Bond on December 15, 2016 and the interest to become due on each Prior Bond on or prior to December 15, 2016.

2. To the 2016 Expense Fund established by this ordinance, the amount of such proceeds of sale remaining after making the foregoing payment.

Section 15. Expense Fund. The "2016 Expense Fund" is hereby established as a special fund of the County. Moneys in the 2016 Expense Fund shall be used for the payment of the costs of issuance of the 2016 Bonds and costs of refunding the Prior Bonds, but may be reappropriated and used for other purposes if such reappropriation is permitted under Illinois law and will not adversely affect the exclusion from gross income for federal income tax purposes of interest on the 2016 Bonds.

Section 16. Investment Regulations. No investment shall be made of any moneys in the 2016 Debt Service Fund, the 2016 Escrow Fund or the 2016 Expense Fund except in accordance with the tax covenants set forth in Section 17 of this ordinance. All income derived from such investments in respect of moneys or securities in any Fund shall be credited in each case to the Fund in which such moneys or securities are held.

Any moneys in any Fund that are subject to investment yield restrictions may be invested in United States Treasury Securities, State and Local Government Series, pursuant to the regulations of the United States Treasury Department, Bureau of Public Debt, or in any tax-exempt bond that is not an "investment property" within the meaning of Section 148(b)(2) of the Internal Revenue Code of 1986. The County Treasurer and agents designated by her are hereby authorized to submit, on behalf of the County, subscriptions for such United States Treasury Securities and to request redemption of such United States Treasury Securities.

Section 17. Tax Covenants. The County shall not take, or omit to take, any action lawful and within its power to take, which action or omission would cause interest on any 2016 Bond to become subject to federal income taxes in addition to federal income taxes to which interest on such 2016 Bond is subject on the date of original issuance thereof.

The County shall not permit any of the proceeds of the 2016 Bonds, or any facilities financed with such proceeds, to be used in any manner that would cause any 2016 Bond to constitute a "private activity bond" within the meaning of Section 141 of the Internal Revenue Code of 1986.

The County shall not permit any of the proceeds of the 2016 Bonds or other moneys to be invested in any manner that would cause any 2016 Bond to constitute an "arbitrage bond" within the meaning of Section 148 of the Internal Revenue Code of 1986 or a "hedge bond" within the meaning of Section 149(g) of the Internal Revenue Code of 1986.

The County shall comply with the provisions of Section 148(f) of the Internal Revenue Code of 1986 relating to the rebate of certain investment earnings at periodic intervals to the United States of America.

Section 18. Bank Qualified Designation. The County hereby designates the 2016 Bonds as "qualified tax-exempt obligations" as defined in Section 265(b)(3)(B) of the Internal Revenue Code of 1986. The County represents that the reasonably anticipated amount of tax-exempt obligations that are required to be taken into account for the purpose of Section 265(b)(3)(C) of the Code and will be issued by or on behalf of the County and all subordinate entities of the County during 2016 does not exceed

\$10,000,000. The County covenants that it will not designate and issue more than \$10,000,000 aggregate principal amount of tax-exempt obligations in the year in which the 2016 Bonds are issued. For purposes of the two preceding sentences, the term "tax-exempt obligations" includes "qualified 501(c)(3) bonds" (as defined in Section 145 of the Internal Revenue Code of 1986) but does not include other "private activity bonds" (as defined in Section 141 of the Internal Revenue Code of 1986).

Section 19. Continuing Disclosure. For the benefit of the beneficial owners of the 2016 Bonds, the County covenants and agrees to provide to the Municipal Securities Rulemaking Board (the "MSRB") for disclosure on the Electronic Municipal Market Access ("EMMA") system, in an electronic format as prescribed by the MSRB, (i) an annual report containing certain financial information and operating data relating to the County and (ii) timely notices of the occurrence of certain enumerated events. All documents provided to the MSRB shall be accompanied by identifying information as prescribed by the MSRB.

The annual report shall be provided to the MSRB for disclosure on EMMA within 210 days after the close of the County's fiscal year. The information to be contained in the annual report shall consist of the annual audited financial statement of the County and such additional information as noted in the Official Statement under the caption "Continuing Disclosure." Each annual audited financial statement will conform to generally accepted accounting principles applicable to governmental units and will be prepared in accordance with standards of the Governmental Accounting Standards Board. If the audited financial statement is not available, then an unaudited financial

statement shall be included in the annual report and the audited financial statement shall be provided promptly after it becomes available.

The County, in a timely manner not in excess of ten business days after the occurrence of the event, shall provide notice to the MSRB for disclosure on EMMA of any failure of the County to provide any such annual report within the 210 day period and of the occurrence of any of the following events with respect to the 2016 Bonds: (1) principal and interest payment delinquencies; (2) non-payment related defaults, if material; (3) unscheduled draws on debt service reserves reflecting financial difficulties; (4) unscheduled draws on credit enhancements reflecting financial difficulties; (5) substitution of credit or liquidity providers, or their failure to perform; (6) adverse tax opinions, the issuance by the Internal Revenue Service of proposed or final determinations of taxability, Notices of Proposed Issue (IRS Form 5701-TEB) or other material notices or determinations with respect to the tax-exempt status of the 2016 Bonds, or other events affecting the tax-exempt status of the 2016 Bonds; (7) modifications to rights of bondholders, if material; (8) 2016 Bond calls, if material; (9) defeasances; (10) release, substitution or sale of property securing repayment of the 2016 Bonds, if material; (11) rating changes; (12) tender offers; (13) bankruptcy, insolvency, receivership or similar event of the County; (14) the consummation of a merger, consolidation, or acquisition involving the County or the sale of all or substantially all of the assets of the County, other than in the ordinary course of business, the entry into a definitive agreement to undertake such an action or the termination of a definitive agreement relating to any such actions, other than pursuant to its terms, if material; and (15) appointment of a successor or additional trustee or the

change of name of a trustee, if material. For the purposes of the event identified in clause (13), the event is considered to occur when any of the following occur: the appointment of a receiver, fiscal agent or similar officer for the County in a proceeding under the U.S. Bankruptcy Code or in any other proceeding under state or federal law in which a court or governmental authority has assumed jurisdiction over substantially all of the assets or business of the County, or if such jurisdiction has been assumed by leaving the existing governing body and officials or officers in possession but subject to the supervision and orders of a court or governmental authority, or the entry of an order confirming a plan or reorganization, arrangement or liquidation by a court or governmental authority having supervision or jurisdiction over substantially all of the assets or business of the County.

It is found and determined that the County has agreed to the undertakings contained in this Section in order to assist participating underwriters of the 2016 Bonds and brokers, dealers and municipal securities dealers in complying with Securities and Exchange Commission Rule 15c2-12(b)(5) promulgated under the Securities Exchange Act of 1934. The County Administrator is authorized and directed to do and perform, or cause to be done or performed, for or on behalf of the County, each and every thing necessary to accomplish the undertakings of the County contained in this Section for so long as said Rule 15c2-12(b)(5) is applicable to the 2016 Bonds and the County remains an "obligated person" under the Rule with respect to the 2016 Bonds.

The undertakings contained in this Section may be amended by the County upon a change in circumstances that arises from a change in legal requirements, change in law, or change in the identity, nature or status of the obligated person, or type of

business conducted, provided that (a) the undertaking, as amended, would have complied with the requirements of Rule 15c2-12(b)(5) at the time of the primary offering, after taking into account any amendments or interpretations of the Rule, as well as any change in circumstances and (b) in the opinion of nationally recognized bond counsel selected by the County, the amendment does not materially impair the interests of the beneficial owners of the 2016 Bonds.

Section 20. Bond Registrar. The County covenants that it shall at all times retain a bond registrar with respect to the 2016 Bonds, that it will maintain at the designated office of such bond registrar a place where 2016 Bonds may be presented for payment and registration of transfer or exchange and that it shall require that the bond registrar maintain proper registration books and perform the other duties and obligations imposed upon the bond registrar by this ordinance in a manner consistent with the standards, customs and practices of the municipal securities business.

The bond registrar shall signify its acceptance of the duties and obligations imposed upon it by this ordinance by executing the certificate of authentication on any 2016 Bond, and by such execution the bond registrar shall be deemed to have certified to the County that it has all requisite power to accept, and has accepted such duties and obligations not only with respect to the 2016 Bond so authenticated but with respect to all the 2016 Bonds. The bond registrar is the agent of the County and shall not be liable in connection with the performance of its duties except for its own negligence or default. The bond registrar shall, however, be responsible for any representation in its certificate of authentication on the 2016 Bonds.

The County may remove the bond registrar at any time. In case at any time the bond registrar shall resign or shall be removed or shall become incapable of acting, or shall be adjudged a bankrupt or insolvent, or if a receiver, liquidator or conservator of the bond registrar, or of its property, shall be appointed, or if any public officer shall take charge or control of the bond registrar or of its property or affairs, the County covenants and agrees that it will thereupon appoint a successor bond registrar. The County shall mail notice of any such appointment made by it to each registered owner of 2016 Bonds within twenty days after such appointment.

Section 21. Book-Entry System. In order to provide for the initial issuance of the 2016 Bonds in a form that provides for a system of book-entry only transfers, the ownership of one fully registered 2016 Bond for each maturity, in the aggregate principal amount of such maturity, shall be registered in the name of Cede & Co., as a nominee of The Depository Trust Company, as securities depository for the 2016 Bonds. The County Administrator is authorized to execute and deliver on behalf of the County such letters to, or agreements with, the securities depository as shall be necessary to effectuate such book-entry system.

In case at any time the securities depository shall resign or shall become incapable of acting, then the County shall appoint a successor securities depository to provide a system of book-entry only transfers for the 2016 Bonds, by written notice to the predecessor securities depository directing it to notify its participants (those persons for whom the securities depository holds securities) of the appointment of a successor securities depository.

If the system of book-entry only transfers for the 2016 Bonds is discontinued, then the County shall issue and the bond registrar shall authenticate, register and deliver to the beneficial owners of the 2016 Bonds, bond certificates in replacement of such beneficial owners' beneficial interests in the 2016 Bonds, all as shown in the records maintained by the securities depository.

Section 22. Defeasance and Payment of 2016 Bonds. (A) If the County shall pay or cause to be paid to the registered owners of the 2016 Bonds, the principal, redemption premium, if any, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this ordinance, then the pledge of the Revenue Source, Tax Receipts, moneys, securities and funds hereby pledged and the covenants, agreements and other obligations of the County to the registered owners and the beneficial owners of the 2016 Bonds shall be discharged and satisfied.

(B) Any 2016 Bonds, whether at or prior to the maturity or the redemption date of such 2016 Bonds, shall be deemed to have been paid within the meaning of this Section if (1) in case any such 2016 Bonds are to be redeemed prior to the maturity thereof, there shall have been taken all action necessary to call such 2016 Bonds for redemption and notice of such redemption shall have been duly given or provision shall have been made for the giving of such notice, and (2) there shall have been deposited in trust with a bank, trust company or national banking association acting as fiduciary for such purpose either (i) moneys in an amount which shall be sufficient, or (ii) "Federal Obligations" as defined in paragraph (C) of this Section, the principal of and the interest on which when due will provide moneys which, together with any moneys on deposit with such fiduciary at the same time for such purpose, shall be sufficient, to pay when

due the principal of, redemption premium, if any, and interest due and to become due on said 2016 Bonds on and prior to the applicable redemption date or maturity date thereof.

(C) As used in this Section, the term "Federal Obligations" means (i) non-callable, direct obligations of the United States of America, (ii) non-callable and non-prepayable, direct obligations of any agency of the United States of America, which are unconditionally guaranteed by the United States of America as to full and timely payment of principal and interest, (iii) non-callable, non-prepayable coupons or interest installments from the securities described in clause (i) or clause (ii) of this paragraph, which are stripped pursuant to programs of the Department of the Treasury of the United States of America, or (iv) coupons or interest installments stripped from bonds of the Resolution Funding Corporation.

Section 23. Ordinance to Constitute a Contract. The provisions of this ordinance shall constitute a contract between the County and the registered owners of the 2016 Bonds. Any pledge made in this ordinance and the provisions, covenants and agreements herein set forth to be performed by or on behalf of the County shall be for the equal benefit, protection and security of the owners of any and all of the 2016 Bonds. All of the 2016 Bonds, regardless of the time or times of their issuance, shall be of equal rank without preference, priority or distinction of any of the 2016 Bonds over any other thereof except as expressly provided in or pursuant to this ordinance.

This ordinance shall constitute full authority for the issuance of the 2016 Bonds and to the extent that the provisions of this ordinance conflict with the provisions of any other ordinance or resolution of the County, the provisions of this ordinance shall

control. If any section, paragraph or provision of this ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this ordinance.

Section 24. Effective Date. This ordinance shall become effective upon its adoption.

Adopted this 5th day of April, 2016, by roll call vote as follows:

Ayes:

Nays:

(SEAL)

Attest:

County Clerk

CERTIFICATE

I, Debbie Gillette, County Clerk of The County of Kendall, Illinois, hereby certify that the foregoing ordinance entitled: "Ordinance Authorizing the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016, of The County of Kendall, Illinois," is a true copy of an original ordinance that was duly adopted by the recorded affirmative votes of a majority of the members of the County Board at a meeting thereof that was duly called and held at 9:00 a.m. on April 5, 2016, at the County Board Room, in the County Office Building, 111 West Fox Street, in Yorkville, Illinois, and at which a quorum was present and acting throughout, and that said copy has been compared by me with the original ordinance recorded in the records of the County and that it is a correct transcript thereof and of the whole of said ordinance, and that said ordinance has not been altered, amended, repealed or revoked, but is in full force and effect.

I further certify that the agenda for said meeting included the ordinance as a matter to be considered at the meeting and that said agenda was posted at least 48 hours in advance of the holding of the meeting in the manner required by the Open Meetings Act, 5 Illinois Compiled Statutes 120, and was continuously available for public review during the 48 hour period preceding the meeting.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of the County, this _____ day of April, 2016.

(SEAL)

County Clerk

2016 ESCROW DEPOSIT AGREEMENT

2016 ESCROW DEPOSIT AGREEMENT dated as of May 1, 2016, by and between The County of Kendall (the "County"), a political subdivision of the State of Illinois and Amalgamated Bank of Chicago (the "Escrow Agent"), a bank organized and existing under the laws of the State of Illinois and having its principal corporate trust office in the City of Chicago, Illinois.

WHEREAS, there are now outstanding and unpaid \$5,210,000 aggregate principal amount of General Obligation Bonds (Alternate Revenue Source), Series 2008, of the County (the "Prior Bonds") and the Prior Bonds are more particularly described as follows:

\$5,210,000 General Obligation Bonds (Alternate Revenue Source), Series 2008

Registrar/Paying Agent:	Amalgamated Bank of Chicago		
Principal Due:	December 15		
Interest Due:	June 15 and December 15		
Maturities and Interest Rates:	Year	<u>Principal Amount</u>	Interest Rate
	2017	\$ 420,000	3.90%
	2019	1,130,000	4.10
	2020	690,000	4.20
	2021	920,000	4.25
	2022	1,000,000	4.30
	2023	650,000	4.35
	2027	400,000	4.60

WHEREAS, pursuant to the bond ordinance adopted by the County Board of the County on April 5, 2016 (the "Bond Ordinance"), the County has authorized the issuance of its \$____,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 (the "2016 Bonds") and part of the proceeds of the 2016 Bonds will be used to refund the Prior Bonds.

WHEREAS, the County has elected to redeem the Prior Bonds on December 15, 2016 at the redemption price of par.

WHEREAS, a portion of the proceeds of the 2016 Bonds are to be invested in the obligations set forth in Schedule A attached hereto so that the maturing principal of and the interest earned on such obligations together with other moneys held hereunder will be sufficient to pay the "Payment Requirements" consisting of (i) the redemption price of each Prior Bond on its redemption date, and (ii) the interest on each Prior Bond on each interest payment date to and including its redemption date.

NOW THEREFORE, in consideration of the foregoing and of the mutual covenants hereinafter set forth, the parties hereto agree as follows:

1. There is hereby created and established with the Escrow Agent, a special and irrevocable escrow fund designated the "2016 Escrow Fund" (the "Escrow Fund") to be held in the custody of the Escrow Agent separate and apart from other funds of or held by the County or the Escrow Agent.

2. Concurrently with the execution of this Agreement, the County shall deliver to the Escrow Agent for deposit into the Escrow Fund the sum of \$ _____ which \$ _____ shall be uninvested and the remainder of \$ _____ shall be applied to purchase the United States Treasury Securities – State and Local Government Series listed in Schedule A attached hereto (the "Government Obligations").

3. The deposit of moneys and Government Obligations in and credited to the Escrow Fund shall constitute an irrevocable deposit of said moneys and Government Obligations and the interest earned thereon for the benefit of the owners of the Prior Bonds. The Escrow Agent shall deposit any proceeds (whether principal, interest or otherwise) derived from the Government Obligations in the Escrow Fund. The Escrow Agent shall from time to time pay over the moneys in the Escrow Fund to or upon the order of the Paying Agent for the Prior Bonds, in an amount sufficient to pay when due and payable the Payment Requirements.

4. Except as provided herein, the Escrow Agent shall have no power or duty to invest any moneys held hereunder or to sell, transfer or otherwise dispose of, or to make substitutions of, the Government Obligations.

The Escrow Agent shall not make substitutions of the Government Obligations held hereunder or sell, transfer or otherwise dispose of such Government Obligations provided, however, that:

(a) At the written request of the County and upon compliance with the conditions hereinafter stated, the Escrow Agent shall, to the extent from time to time permitted by law, have the power to sell, transfer, otherwise dispose of or request the redemption of the Government Obligations acquired hereunder and to substitute therefor other non-callable, direct obligations of the United States of America, Refcorp interest strips or securities fully and unconditionally guaranteed as to the timely payment of principal and interest by the United States of America, provided, that the full faith and credit of the United States of America has been pledged to any such direct obligation or guarantee. The Escrow Agent shall purchase such substituted Government Obligations with the proceeds derived from the sale, transfer, disposition or redemption of the Government Obligations. The substitution of Government Obligations described above may be effected only if:

(i) the Escrow Agent shall certify, in reliance upon an opinion of a firm of independent certified public accountants, that the moneys and Government Obligations, including the interest to be earned thereon, to be substituted will be no less than an amount sufficient to pay the Payment Requirements upon completion of such substitutions; and

(ii) the County shall furnish the Escrow Agent with an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds to the effect that the substitution is then permitted by law and will not cause any of the Prior Bonds or the 2016 Bonds to become an "arbitrage bond" as hereinafter defined.

(b) If any substitution of Government Obligations pursuant to the provisions of the preceding subparagraph (a) shall, after the satisfaction of all of the conditions set forth in clauses (i) and (ii) of said subparagraph (a), result in the creation of any surplus amount in the Escrow Fund that will not, in the opinion of the firm of independent certified public accountants referred to in clause (i) of said subparagraph (a), thereafter be required for the payment of the Payment Requirements in accordance with the provisions of this Agreement, the amount of such surplus shall, at the written request of the County, be transferred to the County.

The County hereby covenants that no part of the moneys or funds at any time in the Escrow Fund shall be used directly or indirectly to acquire any securities or obligations the acquisition of which would cause any of the Prior Bonds or the 2016 Bonds to be an "arbitrage bond" as defined in Section 148 of the Internal Revenue Code of 1986 and the rules and regulations promulgated thereunder, as then in effect.

5. The County has irrevocably elected to redeem the Prior Bonds as provided in the Bond Ordinance and this Agreement. The County agrees to provide the paying agent for the Prior Bonds with irrevocable instructions regarding the redemption of the Prior Bonds.

6. The owners of the Prior Bonds shall have an express lien on all moneys and obligations in the Escrow Fund until paid out and applied in accordance with this Agreement. The Escrow Agent shall not have a lien or claim on the Escrow Fund for the payment of its fees and expenses.

7. In consideration of all services rendered and to be rendered by the Escrow Agent under this Agreement, the County will pay the Escrow Agent a fee on the date hereof.

8. The Escrow Agent, acting in good faith and in its sole discretion, may disregard any and all notices or instructions given by the County or by any other person, firm or corporation, except (i) notices or instructions specifically provided for under this Agreement and (ii) orders or process of any court. If any property subject to this Agreement is at any time attached, garnished, or levied upon under any court order or in case the payment, assignment, transfer, conveyance or delivery of any such property shall be stayed or enjoined by any court order, or in case any order, judgment or decree shall be made or entered by any court affecting such property or any part thereof, then and in any of such events the Escrow Agent, in its sole discretion, may rely upon and comply with any such order, writ, judgment, or decree which it is advised by its legal counsel is binding upon it.

9. The Escrow Agent shall not be personally liable for any action taken or omitted under this Agreement if taken or omitted in good faith and in the exercise of its own best

judgment. The Escrow Agent shall also be duly protected in relying upon any written notice, demand, certificate or document that it in good faith believes to be genuine.

The Escrow Agent has all the powers and duties herein set forth with no liability in connection with any act or omission to act hereunder, except for its own negligence or willful breach of trust, and shall be under no obligation to institute any suit or action or other proceeding under this Agreement or to enter any appearance in any suit, action or proceeding in which it may be defendant or to take any steps in the enforcement of its, or any, rights and powers hereunder, nor shall be deemed to have failed to take any such action, unless and until it shall have been indemnified by the County to its satisfaction against any and all costs and expenses, outlays, counsel fees and other disbursements, including its own reasonable fees, and if any judgment, decree or recovery be obtained by the Escrow Agent, payment of all sums due it, as aforesaid, shall be a first charges against the amount of any such judgment, decree or recovery.

10. This Agreement shall terminate on December 31, 2016. Any moneys and obligations remaining in the Escrow Fund upon termination of this Agreement shall be transferred to the County.

11. If any one or more of the covenants or agreements provided in this Agreement on the part of the County or the Escrow Agent to be performed should be determined by a court of competent jurisdiction to be contrary to law, such covenant or agreement shall be deemed and construed to be severable from the remaining covenants and agreements herein contained and shall in no way affect the validity of the remaining provisions of this Agreement.

12. This Agreement is made for the benefit of the County, the Escrow Agent and the owners from time to time of the Prior Bonds and it shall not be repealed, revoked, altered or amended without the written consent of all such owners, and the written consent of the Escrow Agent; provided however, that the County and the Escrow Agent may, without the consent of, or notice to, such owners, enter into such agreements supplemental to this Agreement as shall not adversely affect the rights of such owners and as shall not be inconsistent with the terms and provisions of this Agreement, for any one or more of the following purposes:

- (a) to cure any ambiguity or formal defect or omission in this Agreement; and
- (b) to grant to, or confer upon the Escrow Agent for the benefit of the owners of the Prior Bonds, any additional rights, remedies, powers or authority that may lawfully be granted to, or conferred upon, the Escrow Agent.

The Escrow Agent shall be entitled to rely exclusively upon an unqualified opinion of nationally recognized attorneys on the subject of municipal bonds with respect to compliance with this Agreement, including the extent, if any, to which any change, modification, addition or elimination affects the rights of the owners of the Prior Bonds or that any instrument executed hereunder complies with the conditions and provisions of this Section.

13. Any notice, authorization, request for consent or demand required or permitted to be given in accordance with the terms of this Agreement shall be in writing.

14. This Agreement may be executed in several counterparts, all of which shall be regarded for all purposes as one original and shall constitute and be but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have each caused this 2016 Escrow Deposit Agreement to be executed by their duly authorized officers as of the date first above written.

THE COUNTY OF KENDALL

By: _____
Chairman of the County Board

[SEAL]

Attest:

By: _____
County Clerk

AMALGAMATED BANK OF CHICAGO

By: _____
Trust Officer

[SEAL]

Attest:

By: _____

SCHEDULE A
GOVERNMENT OBLIGATIONS

Kendall County Court Appointed Special Advocate Lease Agreement

This Lease Agreement (Lease) is made and entered into as of January 1, 2016, (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kendall County Court Appointed Special Advocate (hereinafter referred to as "CASA").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to CASA (hereinafter referred to as "Tenant") and CASA hereby leases from the County the premises, being the office number 248 located on the second floor of the east side of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as "Premises"), for the purpose of CASA recruiting, training and supporting volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1, 2016 and terminating on the last day of December, 2016. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, with the year start date commencing on January 1, 2016, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of \$400.00, commencing on January 1, 2016 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixture items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixture items to the Tenant.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1, 2016, and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply

separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 **Tenant's Other Insurance.** Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 **Indemnification and Waiver by Tenant.** To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for CASA to recruit, train and support volunteer advocates to effectively speak to the best interests of abused, neglected and dependent children in Kendall County's juvenile court system during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling CASA telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

Chairman

TENANT:

Chairman

Address of Landlord:

111 West Fox Street
Yorkville, IL 60560

Address of Tenant:

811 West John Street
Yorkville, IL 60560

**EXHIBIT A
DEPICTION OF PREMISES**

[See attached Second Floor Plan]

Kane County Department of Education and Employment Lease Agreement

This Lease Agreement (Lease) is made and entered into as of January 1, 2016 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as "County") and the Tenant, the Kane County Department of Education and Employment (hereinafter referred to as "DEE").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Kane County Department of Education and Employment (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office numbers 221, 223, & 225 located on the second floor of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately twelve hundred (1200) square feet (hereinafter referred to as "Premises"), for the purpose of the Kane County Department of Education and Employment providing job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on January 1st, 2016 and terminating on the last day of December, 2016. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$9600.00 per year, with the year start date commencing on January 1st, 2016, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of \$800.00, commencing on January 1st, 2016 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Kendall County Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is shown in Exhibit A), and facilities, utilities, or equipment outside the Kendall County Health and Human Services Building which serve the Kendall County Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Kendall County Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Kendall County Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Kendall County Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Kendall County Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Kendall County Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Kendall County Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Tenant. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, January 1st, 2016 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Kendall County Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it.

Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 **Tenant's Other Insurance.** Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 **Waiver of Subrogation.** Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 **Indemnification and Waiver by Tenant.** To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Tenant to provide job seekers with access to job search and labor market information, employment counseling and support along with education and skills training for the residence of Kendall County during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord shall have the authority to make modification and improvements to the Kendall County Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Kendall County Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Kendall County Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling of Kane County Department of Education and Employment telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of

utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Kendall County Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Kendall County Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Kendall County Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the

Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date

of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or

understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment, change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD: _____
Chairman – John Shaw

TENANT: _____
Director - Scott Berger

Address of Landlord:
111 West Fox Street
Yorkville, IL 60560

Address of Tenant:
1 Smoke Tree Office Complex, Unit A
North Aurora, IL 60542

**EXHIBIT A
DEPICTION OF PREMISES**

[See attached Second Floor Plan]

Kendall County Housing Authority Lease Agreement

This Lease Agreement (Lease) is made and entered into as of _____, 2016 (the Effective Date), by and between the Landlord, the County of Kendall, Illinois (hereinafter referred to as "County") and the Tenant, the Kendall County Housing Authority (hereinafter referred to as "Housing Authority").

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as "Landlord") hereby leases to Housing Authority (hereinafter referred to as "Tenant") and Tenant hereby leases from the Landlord the premises, being the office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as "Premises"), for the purpose of the Housing Authority providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant's use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on August 1, 2016 and terminating on the last day of July, 2017. "Lease Term" or "Term" shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant's taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant's intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) calendar days written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) calendar days written notice requirement.

3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of \$4,800.00 per year, with the year start date commencing on August 1, 2016, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of \$400.00, commencing on August 1, 2016 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the Premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixtured items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixtured items to the Tenant.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.

5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant's consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant's operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST'S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, August 1, 2016 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant's coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant's insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party's policy.

7.2 Tenant's Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant's use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than \$2,000,000.00 per occurrence for bodily injury, including death, and person injury, \$1,000,000.00 per occurrence property damage insurance. Tenant's coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant's insurance and shall not contribute with it. Coverage shall apply

separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than \$1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its elected officials, employees, agents, representatives, insurers, and contractors, nor Kendall County Health Department, its board members, officers, directors, employees, agents, representatives, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Housing Authority to provide adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.

8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant's Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord's Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant's fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling housing authority telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord's Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any

equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant's expense, but only after Landlord's written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord's choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant's Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant's right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant's breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord's written consent), Tenant shall pay Landlord for each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent

prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord's Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord's obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord's repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord's consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.

15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and their authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY'S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys' fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively "Notice") required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender's request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.

21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term "force majeure" shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties' prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment,

change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD:

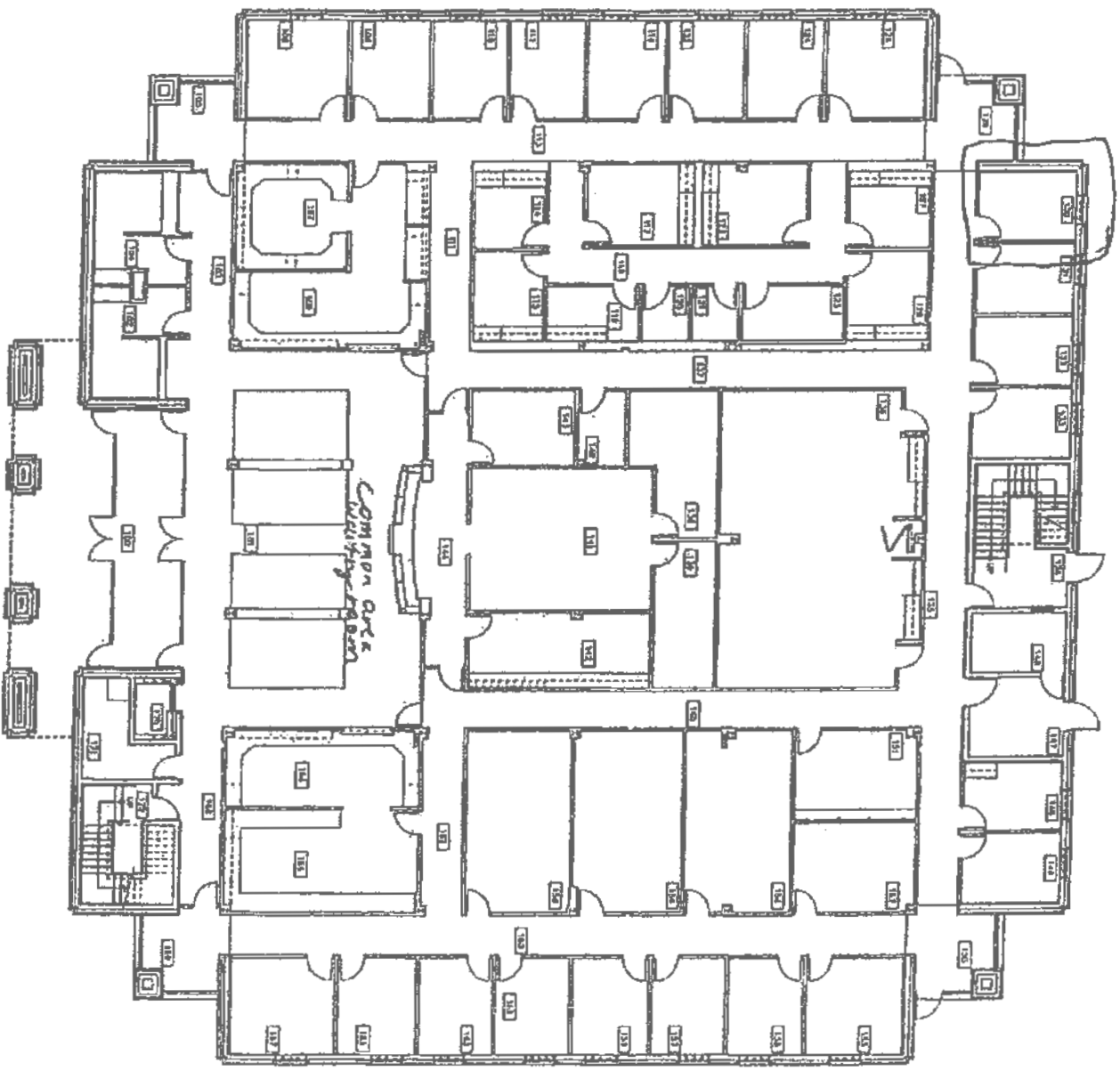
TENANT:

County of Kendall, Illinois
111 W. Fox Street
Yorkville, IL 60560

Kendall Housing Authority
811 W. John Street
Yorkville, IL 60560

**EXHIBIT A
DEPICTION OF PREMISES**

{See attached first floor plan}



FIRST FLOOR PLAN



Exhibit A

COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2016-_____

**A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2015
PAYABLE 2016 SENIOR CITIZEN SOCIAL SERVICES LEVY**

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated \$324,500 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2015, Fiscal Year 2016 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

Community Nutrition Network	\$20,274
Fox Valley Older Adult Services	\$58,703
Kendall County Health Department	\$59,178
Oswegoland Seniors, Inc.	\$43,226
Prairie State Legal Service	\$ 8,500
Senior Services Associates, Inc.	\$124,619
VNA Health Care	\$10,000

Approved and adopted by the County Board of Kendall County, Illinois, this 5th day of April, 2016.

Attest:

John A. Shaw
County Board Chairman

Debbie Gillette
County Clerk/Recorder

**COUNTY OF KENDALL ILLINOIS
JUDICIAL LEGISLATIVE COMMITTEE
Courthouse Jury Assembly Room
807 W. John Street, Yorkville IL**

**Wednesday, March 23, 2016
Meeting Minutes**

Call to Order

The Judicial Legislative Committee was called to order by Committee Chair Matthew Prochaska at 3:00p.m.

Roll Call

Committee Members Present: John Purcell – yes, Bob Davidson - yes, Judy Gilmour - here, Matthew Prochaska – here

Committee Members Absent: Dan Koukol

Others Present: David Berault, Vicki Chuffo, Robyn Ingemunson, Geoff Livengood, Judge Tim McCann, Judge Robert Pilmer

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

Approval of Minutes – Member Davidson made a motion to approve the February 24, 2016 minutes, second by Member Purcell. **Minutes approved with all in agreement.**

Status Reports

Circuit Clerk – See new business item

Courthouse – Judge McCann reported that the Civil Process Unit of the Sheriff’s Office has outgrown the area they moved into last year. Judge McCann said the Civil Process Unit will be moving into the former Jury Assembly room. Judge McCann said the move will require minimal work to make it move-in ready, and Facilities Management will take care of those things, and will move cubicles from the Sheriff’s Office into that room. Judge McCann anticipates they will move into the new space in a few weeks.

Sheriff’s Office/Court Security – No report

Court Services/Probation – Geoff Livengood distributed the monthly reports to the committee and reported that there are 23 clients currently on the GPS system (18 adults, 5 juveniles), and there are 4 victims that currently are utilizing the stalker alert system. Mr. Livengood said the numbers are fairly high for juveniles and JJC.

Public Defender – Vicki Chuffo distributed her monthly report to the committee.

State's Attorney – No report

Legislative Report and Update – No report

Old Business - None

New Business

- ❖ *Discussion on Circuit Clerk Fee Schedule* – Robyn Ingemunson stated that she has been busy conducting a case study on approximately fifty filing fees in comparison with 15 other counties including the counties of LaSalle, Winnebago, McHenry, Sangamon, McLean, DeKalb, Macon, St. Clair, LaSalle, Kankakee, Champaign, Peoria, Tazewell, Rock Island and Madison.

Ms. Ingemunson said Kendall County is one of the counties that rank the lowest in fees, compared to other counties. Ms. Ingemunson will send the study findings electronically to the committee when it is completed.

- ❖ *Approval of Aurora Election Commission Resolution* – Member Prochaska said that this item was brought to this committee at the request of Member Gryder. Member Prochaska stated that if the City of Aurora no longer has an election commission that Kendall County would then be responsible for the administration of those three precincts. County Clerk Debbie Gillette informed Member Prochaska that her office would easily be able to absorb those three precincts into Kendall County.

Motion made by Member Davidson, second by Member Gilmour to forward the item to the County Board for approval. **With four members in attendance voting aye, the motion carried.**

Items for COW – None

Actions Items for County Board

- *Approval of Aurora Election Commission Resolution*

Public Comments - None

Executive Session – None

Adjournment – A motion was made by Member Gilmour, second by Member Purcell to adjourn the Judicial Legislative Committee at 3:27p.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Clerk

RESOLUTION

A RESOLUTION REQUESTING THAT THE CITIZENS OF THE CITY OF AURORA ABOLISH THE AURORA ELECTION COMMISSION

WHEREAS, the City of Aurora is located in the Counties of Kane, DuPage, Kendall, and Will;
and

WHEREAS, according to the 2010 US Census the portion of the City of Aurora located in the
County of Kendall is 6,019 people, who are divided into three election precincts; and

WHEREAS, the residents of the City of Aurora who live in the County of Kendall for the
purposes of elections are subject to the Aurora Election Commission instead of the County Clerk
of the County of Kendall; and

WHEREAS, the Aurora Election Commission was created by referendum in 1934, being one of
a few remaining municipal election commissions in Illinois; and

WHEREAS, the Aurora Election Commission was created in a day when you would have to go
to the county seat to vote; and

WHEREAS, the Aurora Election Commission currently runs elections for the portions of the
City of Aurora in Will, Kane, and Kendall Counties, creating confusion among voters,
candidates, and officials as to who has jurisdiction on various election issues; and

WHEREAS, in the 2016 Primary Election the Aurora Election Commission was the last of any
area counties to release any unofficial results of the election more than 14 hours after the polls
closed; and

WHEREAS, election evening the "current results" section of the Aurora Election Commission
official website www.auroravotes.org listed candidates and results from the April 2015 general
consolidated election; and

WHEREAS; the Mayor of the City of Aurora called for the abolishment of the Aurora Election
Commission by news release on Wednesday, March 16th 2016, in which he stated that the "The
Aurora Election Commission is a one-trick pony, and a lame one at that." And there was a
"substantial trackrecord of mismanagement"; and

WHEREAS, the Aurora Election Commission in 2014 had revenue of \$1,351,343 and expenses
of \$1,351,343; and

WHEREAS, the residents of Kendall County subject to the Aurora Election Commission are
being double taxed, once for the Kendall County Clerk and once for the Aurora Election
Commission; and

WHEREAS, the Clerk of the County of Kendall could easily assume the responsibility for the three election precincts in Kendall County; and

NOW, THEREFORE, BE IT RESOLVED BY THE KENDALL COUNTY BOARD, that the County of Kendall asks the City of Aurora to work toward abolish the Aurora Election Commission and the citizens of the City of Aurora to submit a petition in favor of putting a referendum question on the ballot to abolish the Aurora Election Commission.

BE IT FURTHER RESOLVED, that the County of Kendall asks the Illinois General Assembly to amend 10 ILCS 5/6-17 and 10 ILCS 5/6-18 to make it easier for the citizens of a municipality to abolish a local election commission.

BE IT FURTHER RESOLVED that the County Board directs the County Administrator to transmit suitable copies of this Resolution to the Governor of the State of Illinois, Speaker and Minority Leader of the Illinois House of Representatives, to the President and Minority Leader of the Illinois Senate, to all members of the General Assembly representing any portion of Kendall County, to the County Board Chairmen of Kane and DuPage Counties, the County Executive of Will County, and the Mayor of the City of Aurora.

Approved and adopted this 5th day of April, 2016 at Yorkville, Illinois.

John A. Shaw, Chairman
Kendall County Board

ATTEST: _____
Debbie Gillette, County Clerk



KENDALL COUNTY
ANIMAL CONTROL

Wednesday, March 16, 2016 at 4:00PM

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Jeff Wehrli at 4:00p.m.

Roll Call

Committee Members Present: Lynn Cullick - here, Matthew Prochaska - present, Jeff Wehrli – here.
With three members present, a quorum was established to conduct committee business.

Members Absent: Elizabeth Flowers, John Purcell

Others present: Laura Pawson, Dr. Gary Schlapp, Jeff Wilkins

Approval of Agenda – Motion made by Member Prochaska to approve the agenda, second by Member Cullick. **With all in agreement, the motion carried.**

Approval of Minutes – Member Prochaska made a motion to approve the February 17, 2015 meeting minutes, second by Member Cullick. **With all in agreement, the motion carried.**

New Business

- *New Office Discussion* – Jeff Wehrli reported that he has checked with several construction companies regarding a trailer for the new office location, and Member Cullick said she also checked with Oswego School District 308, with no success in a free or low cost trailer for the new office space at the Animal Control facility. The committee will continue the search for a trailer as well as explore other possible options. Discussion on the cost of building an extension versus purchasing a trailer.

Census Report – Laura Pawson reviewed the February census and bite/euthanasia reports with the committee.

<u>DOGS</u>	<u>FEBRUARY</u>	<u>MARCH TO DATE</u>
Intakes:	18	13
Adopted:	3	1
Reclaimed:	10	10
Transferred:	1	1
Euthanized:	0	0

Total Dogs Available for Adoption: 7

Total Unavailable Dogs: 4

<u>CATS</u>	<u>FEBRUARY</u>	<u>MARCH TO DATE</u>
Intakes:	4	0
Adopted:	3	1
Reclaimed:	0	0
Transferred:	1	1
Euthanized:	0	0

Total Cats Available for Adoption: 3

Total Unavailable Cats: 2

Bite Report February Total: 13 Dogs

Visitors February - 65

Events/News

- March 12 Very successful Pet Supplies Plus event operated by three volunteers
- March 25 WSPY featuring KCAC with an adoptable pet on Radio and TV programs
- April 6 Volunteer Orientation
- Running a weekly ad for adoptable pet in the record newspapers
- Future Events planned at Country Comfort and Pet Supplies Plus

Operations Report – Ms. Pawson updated the committee on the animals that have been at the facility for extensive stays, and the efforts being taken to promote the animals for adoption. Ms. Pawson also briefly reviewed the monthly newsletter with the committee.

Ms. Pawson reported that she will be appearing on Anne Vickery’s WSPY Radio and TV programs on March 25, 2016 featuring KCAC with one adoptable pet and one of the facility volunteers. Ms. Pawson said there is potential to do a monthly adoptable pet feature on WSPY if this first program is well received. Special thanks to Anne Vickery for her interest in supporting Animal Control.

Accounting Report – Jeff Wilkins reviewed the monthly financial report with the committee.

Action Items for the County Board - None

Public Comment – None

Executive Session – None needed

Adjournment – Member Cullick made a motion to adjourn the meeting, second to the motion by Member Prochaska. **With all in agreement, the meeting was adjourned at 4:39p.m.**

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Health & Environment Committee
Monday, March 21, 2016
Meeting Minutes

CALL TO ORDER

The meeting was called to order by Chair Judy Gilmour at 9:00a.m.

ROLL CALL

Committee Members Present: Matthew Prochaska - here, Judy Gilmour – here, John Purcell – present

Elizabeth Flowers arrived at 9:07a.m.

Committee Members Absent: Dan Koukol

Others Present: Megan Andrews, KC Soil & Water District, Dr. Amaal Tokars, KC Health Department Executive Director, and Jeff Wilkins

APPROVAL OF AGENDA –Member Prochaska made a motion to approve the agenda, second by Member Purcell. **With all in agreement, the motion carried.**

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the meeting minutes from December 21, 2015, second by Member Purcell. **With all in agreement, the motion carried.**

STATUS REPORTS

- **Health Department** – Dr. Tokars distributed the Health Department annual report, and stated that the community partners have developed the following priorities:

- ❖ Increase community population opportunities for access to oral health care
- ❖ Decrease community population potential exposure to Lyme Disease
- ❖ Connect Seniors to assets that reduce socio-economic duress and mental health support

Dr. Tokars also shared the related vision statement: *Complete health includes social well being, mental health, environmental health, and physical health. To this end; as we aspire to educate, motivate, inspire, and empower citizens of Kendall County to make healthy choices.*

The Health Department Mission Statement is to provide population based programs and services to promote physical, mental and environmental health, protect the community's health, prevent disease and promote family self-sufficiency.

Dr. Tokars reviewed several specific areas of concern including Lyme disease, Syphilis, and Chlamydia, which are all on the rise in the country and in Kendall County. Dr. Tokars also shared the various services and programs provided by Health Department personnel.

Dr. Tokars reported that they hosted a talk on Water Well Drilling in February 2016. Dr. Tokars stated that the invited speaker addressed why the state is monitoring a monitoring well in southern Kendall County. Dr. Tokars explained that there is a fault line in the corner of Kendall County, which disrupts the flow of underground water from Kendall County towards Will County.

Dr. Tokars said there are two monitoring wells drilled here, one shallow and one deep to establish the water levels in the southern part of the county prior to the installation of high-capacity wells. Dr. Tokars said there are mostly residential wells in that part of the county. High-Capacity wells would draw from those aquifers, and the state wants to monitor the ability for water to move underground prior to high-capacity wells from industry, like in Will County. They also want to better understand the potential impact of residential wells on this fault line, and they want to look at water level differences between the shallow and deep sandstone aquifers.

Dr. Tokars the state is also monitoring these throughout the Chicago metropolitan area. This is primarily due to the shift land mass around that fault line, and to study that prior to growth so we can understand how it affects the uptake of water for residential wells, what would be the potential impact if there were higher capacity wells, and would we have the capacity for that in the long term.

Dr. Tokars also reported that the Kendall County Health Department was ranked second in the health ranking for the State of Illinois, but still has a great deal to work on. She explained that the ranking is done by the University of Wisconsin, and that the ranking is the propensity for Kendall County residents to be healthy based on a number of indicators including median income, access to healthcare, presence of mental health services, access to healthy food options, the presence of primary care services, abuse of alcohol, obesity, chlamydia, socio-economic duress of families with children, and the unemployment rate. Dr. Tokars said that there are many areas that need to be worked on in Kendall County.

Dr. Tokars said that they provided a great deal of information out earlier in the winter for the citizens on lead exposure. Dr. Tokars said the primary cause of exposure for children is still older paint. There are other sources of exposure including some imported candies, cosmetics, work environments and water. Dr. Tokars said there is also information available on the Health Department website, and in the Health Department. Dr. Tokars said there are very inexpensive paint testing kits available at any hardware store. She said if they are doing abatement, they should hire a professional.

Dr. Tokars shared another health concern, and said the Zika Disease now presenting a worrisome twist for healthcare professionals, in that it is now being transmitted by infected tropical Aedes species mosquitos. Dr. Tokars said that although the Zika disease was first

discovered in the early 1940's in Africa, currently the transmission is occurring in South and Central America, the Caribbean Islands, and the Pacific Islands. Unfortunately, there are people that already have it transmitted in them from all over the World, including the United States, and the twist is that it can now be transmitted through sexual relations, and potentially on to unborn fetuses. Dr. Tokars said there is much for the Health Department to understand and learn about this sickness and its transmission.

- **Kendall County Soil and Water District** – Megan Andrews reported three upcoming workshops being hosted by the District:

Thursday, March 24 th	AG Drainage Management Workshop
Tuesday, March 29 th	Nutrient Management Workshop: Getting to know the Nutrient Loss Reduction Strategy
Friday, April 8 th	Soil Erosion and Sediment Control Workshop

Ms. Andrews updated the committee on the Ag in the Classroom program conducted by Jenny Wold throughout the County, and the upcoming Farm Camp.

Ms. Andrews also said they will be holding the Fish and Tree Sales in the next few months.

- **Water Related Groups** – No report

OLD BUSINESS – None

NEW BUSINESS

- *Approval of the Amendment to the Kendall County Food Establishment Sanitation Ordinance (ORD 98-19), the Kendall County Private Sewage Disposal Ordinance (Ord 04-22), and Kendall County Water Supplies Ordinance (Ord 2008-46)* – Chair Gilmour explained the amendment to the three original ordinances, stating that Article II would be inserted into the three existing ordinances, eliminating the need for the C County Board Oversight Restoration Ordinance proposed in late 2015. Motion made by Member Prochaska, second by Member Purcell to forward to the Board for approval. Discussion followed. There was consensus by the committee to wait for the final document before making any decisions or forwarding the item for final approval. **This item will be added to the April meeting agenda.**
- *Approval of the Rain Barrel Month Proclamation* – Member Flowers made a motion to approve, second by Member Purcell. **With all members voting aye, the motion carried.**

- *Approval of the Direct Sales of Baked Goods from Home Kitchen Operations Ordinance* – Member Prochaska made a motion to approve the Direct Sales of Baked Goods from home Kitchen Operations Ordinance, second by Member Purcell. **With Members Gilmour Prochaska and Purcell voting aye, and Member Flowers voting nay, the motion passed.**

CHAIRMAN’S REPORT – Chair Gilmour reported that Fox Metro will be land applying anaerobically digested municipal bio solids on farm fields located at Walker and Brisbin Roads (property owned by Fox Metro), Route 126 & Hopkins Road (Hopkins Farm), and Wheeler and Ridge Roads (Hambly Farm) in the near future.

PUBLIC COMMENT – None

ACTION ITEMS

- ❖ *Approval of the Rain Barrel Month Proclamation*
- ❖ *Approval of the Direct Sales of Baked Goods from Home Kitchen Operations Ordinance*

EXECUTIVE SESSION – None Needed

ADJOURNMENT- Member Flowers made a motion to adjourn the meeting, second by Member Prochaska. **The meeting was adjourned at 10:24a.m.**

Respectfully Submitted,
Valarie McClain, Administrative Assistant/Recording Secretary

PROCLAMATION
County of Kendall, Illinois
Rain Barrel Month
May, 2016
Resolution # _____

Whereas, water is a valuable, limited natural resource; and

Whereas, municipal and rural residents in _____ depend on water for numerous home and commercial uses; and

Whereas, conserving and protecting water supplies is of benefit to all residents of _____; and

Whereas, many residents are interested in methods to personally practice conservation of this valuable resource; and

Whereas, for every 100 square foot of roof area, one inch of rain generates approximately 60 gallons of rainwater runoff; and

Whereas, wasteful runoff of rainwater from homes and other buildings into storm sewers or other drainageways can add to the damaging and overwhelming stormwater volumes in our natural waterways; and

Whereas, collecting rainwater is one type of best management practice to reduce stormwater runoff; and by redirecting and collecting rainwater runoff from buildings, it can be available for more productive, cost-efficient uses; and

Whereas, rain barrels are an economical, convenient method of collecting rainwater runoff for future uses; and

Whereas, The Conservation Foundation (TCF), in cooperation with local communities, such as _____, promote the reduction of off-site stormwater runoff and best management practices to redirect and conserve rainwater; and

Whereas, TCF and _____ encourage homeowners and businesses to implement methods such as rain barrels to capture and efficiently use rainwater; and

Whereas, _____ endorses such best management practices to help protect our local water resources and wishes to promote the use of such practices to its residents;

Be it Hereby Resolved, _____ proclaims the month of May, 2016 as *Rain Barrel Promotion month* in _____.

Passed and adopted by _____ on this _____ day of _____, 2016.

Attest/Sealed

John A. Shaw
County Board Chair

Debbie Gillette
County Clerk & Recorder

CELEBRATE SPRING WITH US



MAY IS
RAIN BARREL
MONTH IN
KENDALL COUNTY

ORDER YOURS TODAY AT
630/553-0687 x 204

SPONSORED BY THE
CONSERVATION
FOUNDATION





Special Rain Barrel Day **Set April 23 in Oswego**



- May is Rain Barrel Month in Kendall County, but you can get an early start now! The Village of Oswego, in partnership with the Conservation Foundation, is selling rain barrels for pick up or home delivery this spring.
- Rain barrels are large containers that capture stormwater from your roof that would otherwise be lost as runoff. These modern food-grade barrels are sealed, safe around children, and insect resistant. Users divert water from your downspout to fill the rain barrel. A hose spigot on the front makes the water easy to access and use. Approximately 40 percent of total household water use during the summer months is for watering lawns and gardens. Rainwater is a sustainable solution for watering flowers and gardens, or washing cars and windows.
- Rain barrels will cost \$60 and can be ordered through the Conservation Foundation's website at www.upcycle-products.com/static.asp?path=4387. When ordering on the website, select the Illinois programs form on the right sidebar and then scroll down to the Village of Oswego order form. You can choose delivery of the barrel to your home for an additional \$5, or choose the pick up day on April 23 for no additional charge. On the order form, you can choose the desired barrel color and other options.
- You do not have to live in the village to participate in this program.
- To pick up on April 23, on-line orders need to be placed prior to April 18 and are to be collected at the Oswego ECO Commission's *Reuse and Recycle Extravaganza* on Saturday, April 23rd from 8:00 am to 2:00 pm at the Village of Oswego Public Works Facility, located at 100 Theodore Dr. You need to collect the rain barrels at this facility prior to 2:00 pm on April 23.
- Rain barrels may be ordered for home delivery anytime, but it is best to order soon for delivery for timely use this spring and summer.
- Please call Aaron Howe at the Village of Oswego, ph. 630.551.2343 or email ahowe@oswegoil.org for assistance regarding this event.
- For information regarding The Conservation Foundation and other events or more rain barrel information, phone 630-428-4500 or 630-553-0687 x204, or see www.theconservationfoundation.org.

Ordinance No. _____
Kendall County Direct Sales of Baked Goods from Home Kitchen Operations Ordinance
County of Kendall, Illinois

WHEREAS, the Kendall County Board and Kendall County Board of Health have previously enacted the Kendall County Food Establishment Sanitation Ordinance on August 18, 1998; and

WHEREAS, the statutes of the State of Illinois grant to the Kendall County Board, the power to enact such ordinances to promote and protect the public health of the Citizens of Kendall County; and

WHEREAS, pursuant to authority granted by 410 ILCS 625/3.6(c) of the Food Handling Regulation Enforcement Act as amended by Public Act 99-0191, which went into effect on January 1, 2016, the Kendall County Board has the authority to allow Home Kitchen Operations to participate in the direct sales of baked goods; and

WHEREAS, the Kendall County Board has determined that the authorization of a Direct Sales of Baked Goods from Home Kitchen Operations Ordinance to permit the direct sale of baked goods as described within 410 ILCS 625/3.6 and 410 ILCS 625/4 to be in the public interest; and

NOW, THEREFORE, be it ordained by a majority vote of the Kendall County Board, that the Kendall County Food Establishment Sanitation Ordinance is hereby amended by the addition of the following Section allowing for the direct sale of baked goods from home kitchen operations as set forth below.

SECTION XI. Direct Sales of Baked Goods from Home Kitchen Operations

A. Definitions:

1. **BAKED GOODS:** Defined pursuant to 410 ILCS 625/4(b)(1)(C) are those such as, but not limited to, breads, cookies, cakes, pies, and pastries are allowed. Only high-acid fruit pies that use the following fruits are allowed: apple, apricot, grape, peach, plum, quince, orange, nectarine, tangerine, blackberry, raspberry, blueberry, boysenberry, cherry, cranberry, strawberry, red currants or a combination of these fruits. Fruit pies not listed may be produced by a cottage food operation provided their recipe has been tested and documented by a commercial laboratory, at the expense of the cottage food operation, as being not potentially hazardous, containing a pH equilibrium of less than 4.6 or has

been specified and adopted as allowed in administrative rules by the Department of Public Health pursuant to 410 ILCS 625/4(e).

2. **HOME KITCHEN OPERATION:** Defined pursuant to 410 ILCS 625/3.6(a) as a person who produces or packages non-potentially hazardous baked goods in a kitchen of that person's primary domestic residence for direct sale by the owner or a family member.

A home kitchen operation does not include a person who produces or packages non-potentially hazardous baked goods for sale by a religious, charitable, or nonprofit organization for fundraising purposes; the production or packaging of non-potentially hazardous baked goods for these purposes is exempt from the requirements of this Act.

3. **POTENTIALLY HAZARDOUS FOOD:** Defined pursuant to 410 ILCS 625/4(a) and 410 ILCS 625/4(b)(1)(C) as food that is potentially hazardous according to the Department of Public Health administrative rules, generally meaning food that requires time and temperature control for safety to limit pathogenic microorganism growth or toxin formation. The following are potentially hazardous and prohibited from production and direct sale by a home kitchen operation: pumpkin pie, sweet potato pie, cheesecake, custard pie, crème pie, and pastries with potentially hazardous filling or toppings.

B. Direct Sales Conditions:

The direct sale of baked goods from home kitchen operations is allowed in the County of Kendall pursuant to 410 ILCS 625/3.6 and is subject to the following conditions:

1. Monthly gross sales do not exceed one thousand dollars (\$1,000).
2. The food is a non-potentially hazardous baked good, as described in 410 ILCS 625/4.
3. A notice is provided to the purchaser that the product was produced in a home kitchen.
4. The food package is affixed with a label or other written notice is provided to the purchaser that includes:
 - (i) the common or usual name of the food product; and
 - (ii) allergen labeling as specified in federal labeling requirements by the United States Food and Drug Administration.
5. The food is sold directly to the consumer.
6. The food is stored in the residence where it is produced or packaged.

C. Inspections:

Home kitchen operations may be inspected by the Department of Public Health or the Kendall County Health Department in the event of a complaint or disease outbreak.

D. Incorporation:

This Ordinance is hereby incorporated into the Kendall County Food Establishment Sanitation Ordinance.

E. Severability:

If any provision of this Direct Sales of Baked Goods from Home Kitchen Operation Ordinance is or becomes illegal, invalid or unenforceable in any jurisdiction, that shall not affect the validity or enforceability in that jurisdiction of any other provision of this Ordinance.

This Ordinance shall be in full force and effective immediately upon its adoption as provided by law.

APPROVED AND ADOPTED BY THE KENDALL COUNTY BOARD THIS _____ DAY OF _____, 2016.

John A. Shaw
Chairman, Kendall County Board

Ayes-____
Nays-____
Abstain-____

Attest :

Debbie Gillette
Kendall County Clerk

**KENDALL COUNTY
STORMWATER OVERSIGHT COMMITTEE
PUBLIC HEARING
*Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois*
Meeting Minutes of February 11, 2016
4:00 p.m.
UNOFFICIAL UNTIL APPROVED**

CALL TO ORDER

County Board Chairman John Shaw called the Stormwater Oversight Committee Public Hearing to order at 5:30 p.m.

ROLL CALL

Committee Members Present: John A. Shaw, Scott Gryder, Elizabeth Flowers, John Purcell, Judy Gilmour, Jeff Wehrli, Bob Davidson, and Lynn Cullick

Committee Members Absent: Dan Koukol and Matt Prochaska

Also present: Tom Muth, Fox Metro Water Reclamation District; John Shaw, County Board Chairman; Matt Prochaska, County Board Member; Jeff Wilkins, County Administrator; John Sterrett, Senior Planner; Greg Chismark, WBK Engineering; John Frerich, Walter E. Deuchler Associates, Inc.; Robert Blake; Todd Milliron; Jennifer Wirth; Jerry Bannister; Jessica Bannister; Jennifer Hughes.

APPROVAL OF AGENDA

Mr. Gryder made a motion, seconded by Mr. Davidson, to approve the agenda as written. With a voice vote of all ayes, the motion carried.

Public Hearing

Mr. Shaw opened the Stormwater Management Oversight Committee Public Hearing

Fox Metro Water Reclamation District

Tom Muth, President of Fox Metro Water Reclamation District, explained the purpose and plans for the south treatment plant expansion and that it is being done to remove phosphorus to comply with Illinois EPA laws. The U.S. EPA and the IEPA have placed a strict construction timeline on the project, according to Mr. Muth and it is an unfunded mandate. Mr. Muth explained that the construction will result in a higher quality discharge for the Fox River. John Frerich of Walter E. Deuchler Associates, Inc., engineer for Fox Metro, explained the two variances that are being sought as part of the expansion project due to site constraints and restrictions. The two variance requests are for stormwater detention as well as floodplain compensatory storage. Fill is being brought to the Fox Metro site within the floodplain and therefore floodplain compensatory storage must be supplied. Mr. Frerich explained that because there is not sufficient room on the site to provide compensatory storage, an off-site location owned by Fox Metro is proposed to be used for this compensatory storage for the 100-year flood. The storage, as explained by Mr. Frerich, will be a sloped area and not a flat bottom for detention or retention. A flood model was performed and preliminary results show that less than 0.10 foot impact on the floodplain. Mr.

Frerich explained that the amount of water in the storage area would drain in the same manner that the river would drain following a flooding event.

Mr. Sterrett explained the stormwater variance process and why Fox Metro is requesting the two stormwater variances for stormwater retention and floodplain compensatory storage. Mr. Sterrett further explained that Greg Chismark of WBK Engineering, LLC, the County's stormwater engineering consultant, has reviewed the requests and finds them acceptable. Mr. Sterrett also explained how the notification process is written in the County's Stormwater Management Ordinance. The Committee discussed possibly amending the notification language in the Ordinance to ensure that all property owners near any off-site work are included in the notification. Mr. Chismark explained that the property seeking the stormwater variance is located at Route 31 and that the proposed work at Orchard Road is in compliance with the Stormwater Management Ordinance and would not need a variance. Mr. Frerich clarified that the legal description in the proposed variance ordinance was for the property located at Route 31. The Committee discussed that an amendment to address notification may possibly require all stormwater management permits to submit notification to all neighboring property owners. There was brief discussion on possibly implementing mosquito abatement for the Orchard Road site. Fox Metro has not yet considered that option.

Robert Blake, nearby resident, stated that the Fox Metro property on Route 31 property does not look good. Mr. Blake also pointed out that the notification from Fox Metro was sent to his late wife. Mr. Blake stressed the importance of notification.

Todd Milliron of Yorkville stated that he believes the property owners near Orchard Road should have also been notified and suggested a new public hearing occur.

Jennifer Wirth, residents on Route 31 near the Fox Metro plant site. Ms. Wirth explained she visited the plant to speak with Fox Metro staff earlier in the day to review the plans. Ms. Wirth stated that receiving the notification via certified mail makes it difficult to sign for when residents are at work and suggested that a regular piece of mail be sent in addition to the certified mailing. Ms. Wirth also expressed concern over contamination from the site.

Jerry Bannister, resident near the Orchard Road site, informed the Committee that mowing does not appear to take place at the Orchard Road site. Mr. Bannister expressed concern that proposed work on Orchard Road will have a negative impact on the stream that flows through Fox Metro's land and through his land. Mr. Bannister stated that he did not receive notification of the work. Mr. Bannister stated that the two projects, at Route 31 and Orchard Road, are interconnected. Mr. Bannister stated that a hydraulic study should occur for impact along the Fox River and that an environmental impact study should occur with all appropriate regulatory agencies. Mr. Bannister questioned whether or not an archeological study had been performed and if a pollutant discharge elimination system and stormwater pollution prevention plan had been prepared. Mr. Bannister stated he believes that aquatic life may be impacted from the work. Wetland mitigation concerns were expressed as well. Questions remain on the type of bottom for the proposed grading which may attract mosquitoes. Mr. Bannister stated that the proposed work may be in conflict with the Village of Oswego's comprehensive plan and that riparian rights may be impacted resulting in property values being diminished.

Jessica Bannister of 110D Riverwood Drive expressed concerns of the impact on her property from the proposed work and believes that notification should have been sent and requested that the matter be tabled until further review by nearby residents can take place.

Jennifer Hughes, public works director for the Village of Oswego, stated that she has reviewed the plans and variance request and supports the same. Ms. Hughes stated that she does not believe the proposed work will affect the amount of mosquitoes at that site.

Ms. Flowers made a motion, seconded by Ms. Gilmour, to adjourn the hearing. With a voice vote of all ayes, the motion carried. The Stormwater Management Oversight Committee adjourned at 6:18pm.