

**KENDALL COUNTY BOARD AGENDA  
REGULAR JUNE MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday June 21, 2016 at 9:00 a.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. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
12. Elected Officials Report and Other Department Reports
  - A. Sheriff
  - B. County Clerk
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
13. Standing Committee Reports
  - A. Planning, Building & Zoning
    1. Approval of Petition 16-09 by Joe Gomoll for a special use located at 10151 Lisbon Road in Fox Township for the production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the sales of ancillary items and products related to crops and products produced on site
    2. Approval of a variance to Section 403.a – Hydraulically Equivalent Compensatory Storage (above and below 10 year flood elevation) and Section 403.d – Compensatory Storage Adjacent to the Development, of Article IV of the Kendall County Stormwater Management Ordinance for Fox Metro Water Reclamation District for the property located at 682 State Route 31 in Oswego Township and the property located on the west side of Orchard Road, approximately 0.25 miles south of U.S. Route 34, in Bristol Township
  - B. Public Safety
    1. Approval of Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners
  - C. Administration/HR
    1. Approval of Kendall County Prevailing Wage Ordinance
    2. Approval of Recommended Revisions to Employee Handbook
    3. Approval of 2107 Holiday Schedule
    4. Approval of Policy for Managing Email Archive
  - D. Highway
    1. Approve Public Agency Amendment for Federal Participation related to Eldamain Road Construction, providing for an additional \$1 million in Federal Aid funds for construction of Eldamain Road from Menards Distribution Center to Galena Road
  - E. Facilities
  - F. Finance
    1. Approve Claims in an amount not to exceed \$ 786,004.27 and Grand Jurors in an amount not to exceed \$ 700.00
  - G. Labor and Grievance
  - H. Committee of the Whole
  - I. Standing Committee Minutes Approval
14. Special Committee Reports
  - A. Public Building Commission
  - B. VAC
  - C. Historic Preservation
  - D. Board of Health
  - E. 708 Mental Health
15. Other Business

16. Chairman's Report

**Appointments**

Dan Koukol – Workforce Development Board – 2 year term – Expires September 2018

Jim Horton – Public Aid Appeals Board – 2 year term – Expires September 2018

Scott Cherry – Zoning Board of Appeals – 5 year term – Expires July 2021

**Announcements**

Michele R Evans – 708 Mental Health Board – 4 year term – Expires July 2020

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment

**KENDALL COUNTY BOARD  
ADJOURNED SEPTEMBER MEETING  
May 17, 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, May 17, 2016 at 9:40 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

**THE MINUTES**

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/19/16. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

Chairman Shaw would like to move executive session to after questions from the press.

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

**SPECIAL RECOGNITION**

**JJC Scholarship Winners**

State's Attorney Eric Weis recognized Katherine Hacker and Alexa Weiss as the scholarship winners from the Juvenile Justice Council.

**CITIZENS TO BE HEARD**

Todd Milliron spoke about the compensation for elected officials and county board items that are on the agenda. Mr. Milliron said that if they were going to vote for a raise for them then he suggested that the elected officials contribute more to their health insurance; if they do so it may trickle down to the others.

Diane Selmer asked that the board consider that the citizens have just received their tax bills when voting for the raises for the Coroner and Circuit Clerk; please consider maintaining the current salary.

Stephanie Roskopf told the board that she met with Mr. Davidson regarding flooding on her property. There is an issue with drainage and it also has to do with the train tracks. Ms. Roskopf said that Mr. Davidson was not helpful and not courteous to her.

**ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS**

**Sheriff**

Sheriff Baird thanked the board for their support on the memorial; ground breaking will be held on May 19, 2016. May 20, 2016 is the "Cop on Top" fundraiser to help Special Olympics at Dunkin Donuts on Orchard Road. Member Gryder stated that Sunday was Peace Officer Memorial Day; he commended the Sheriff and his office for their hard work.

**County Clerk**

Revenue Report		4/1/16-4/30/16	4/1/15-4/30/15	4/1/14-4/30/14
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$752.00	\$811.50	\$605.00
	County Clerk Fees - Marriage License	\$1,080.00	\$1,170.00	\$1,020.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,815.50	\$2,769.00	\$2,186.00

	County Clerk Fees - Recording	\$25,633.00	\$28,620.00	\$20,985.00
01010061205	Total County Clerk Fees	\$29,280.50	\$33,370.50	\$24,826.00
01010001185	County Revenue	\$22,829.75	\$39,577.50	\$17,581.25
38010001320	Doc Storage	\$15,394.00	\$17,045.50	\$12,925.00
51010001320	GIS Mapping	\$25,928.00	\$28,748.00	\$21,567.00
37010001320	GIS Recording	\$3,238.00	\$3,590.00	\$2,683.00
01010001135	Interest	\$33.96	\$32.41	\$29.65
01010061210	Recorder's Misc	\$1,178.00	\$6,450.00	\$2,676.50
81010001320	RHSP/Housing Surcharge	\$13,536.00	\$14,607.00	\$10,890.00
CK # 18021	To KC Treasurer	\$111,418.21	\$143,420.91	\$93,178.40

**Treasurer**

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

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR FIVE MONTHS ENDED 04/30/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$167,728	41.27%	\$188,380	50.91%
State Income Tax	\$2,650,000	\$819,115	30.91%	\$1,027,795	43.00%
Local Use Tax	\$470,000	\$394,663	83.97%	\$223,083	49.57%
State Sales Tax	\$545,492	\$148,568	27.24%	\$395,970	48.00%
County Clerk Fees	\$358,000	\$129,091	36.06%	\$134,675	37.62%
Circuit Clerk Fees	\$950,000	\$290,074	30.53%	\$300,065	31.59%
Fines & Foreits/St Atty.	\$475,000	\$116,667	24.56%	\$158,514	31.70%
Building and Zoning	\$59,500	\$18,156	30.51%	\$21,866	39.76%
Interest Income	\$30,000	\$15,005	50.02%	\$7,436	24.79%
Health Insurance - Empl. Ded.	\$1,250,141	\$464,801	37.18%	\$463,772	41.62%
1/4 Cent Sales Tax	\$2,698,000	\$1,186,971	43.99%	\$1,160,577	45.07%
County Real Estate Transf Tax	\$396,420	\$123,819	31.23%	\$117,445	46.98%
Correction Dept. Board & Care	\$766,500	\$218,820	28.55%	\$380,680	42.30%

Sheriff Fees	\$355,000	\$105,323	29.67%	\$140,726	24.47%
<b>TOTALS</b>	<b>\$11,410,513</b>	<b>\$4,198,800</b>	<b>36.80%</b>	<b>\$4,720,983</b>	<b>41.62%</b>
Public Safety Sales Tax	\$4,800,000	\$2,094,839	43.64%	\$2,057,222	47.84%
Transportation Sales Tax	\$4,300,000	\$2,094,839	48.72%	\$2,057,222	47.84%

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

To be on Budget after 5 months the revenue and expense should at 41.65%

Treasurer, Jill Ferko stated that they sent out just over 52,000 tax bills this year and will be collecting over \$293 million.

**Clerk of the Court**

Circuit Clerk, Robyn Ingemunson sent out a revenue report to the board members.

**State's Attorney**

State's Attorney Eric Weis did not have anything new to report.

**Coroner**

**Statistics:**

2016 Statistics		Stats for Same Period in 2015		Difference
2016 Total Deaths.....	111	Total Deaths.....	105	6%
Autopsies to Date.....	6	Autopsies....	6	100%
Toxicology Samples.	11	Toxicology Samples..	9	100%
Cremation Permits....	61	Cremation Permits...	63	-3%

- Deputy Coroner Jacquie Purcell provided a presentation for the Health Careers Club at Oswego East High School on April 1, 2016.
- Deputy Coroner Jacquie Purcell provided an Intern Orientation for an Oswego Police Department Intern on April 8, 2016.
- Deputy Coroner Jacquie Purcell provided two presentations at Plano High School for the driver's education program on April 12 and April 13, 2016.
- Deputy Coroner Jacquie Purcell participated in the mock Prom Night Crash at Oswego High School on April 19, 2016.
- Coroner Ken Toftoy and Deputy Coroner Jim Detzler attended the IACO Spring Conference in Springfield, IL on April 18 through April 20, 2016.
- Deputy Coroner Jacquie Purcell provided two presentations to the Health Careers Classes at Indian Valley Vocational Center on April 26, 2016.

**Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti informed the board of the annual Farmland Review Board meeting scheduled for June 1, 2016. They will be looking at the proposed 2017 farmland values.

**STANDING COMMITTEE REPORTS**

**Planning, Building & Zoning**

**Petition 16-05**

Member Gryder made a motion to approve Petition 16-05 by Brad and Treva Mathre for a Special Use located at 13889 Hughes Road in Fox Township to allow a banquet facility operation in the A-1 Agricultural District with a variance to Section 7.01 D.10.a of the Kendall County Zoning Ordinance to permit a banquet facility on a non-arterial and non-major collector roadway. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Ordinance 16-07 is available in the office of the County Clerk.

## **Tanglewood Trails Escrow Account**

Member Gryder made a motion to approve the authorization of excavation and installation of rip rap in the Tanglewood Subdivision by Jensen Excavation in the amount of \$5,800 from the Tanglewood Trails Escrow Account. Member Gilmour seconded the motion.

Senior Planner, John Sterrett informed the board that there will be \$50,356 left in the escrow account.

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

## **Credit Card Limit**

Member Gryder made a motion to approve the re-authorization of the Planning, Building, and Zoning Department Credit Card with a credit limit not to exceed \$1,500 in the name of John Sterrett. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Public Safety**

### **Food Service Contract**

Member Prochaska made a motion to approve the Food Service Contract with Consolidated Correctional Food Service. Member Cullick seconded the motion.

Sheriff Baird stated that they expect the savings to be \$35,000-\$40,000 this fiscal year and \$100,000 next year. There was discussion on the price per meal; depends on the daily population.

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

A complete copy of IGAM16-24 is available in the office of the County Clerk.

### **HIDTA Grant Award**

Member Prochaska made a motion to approve the FY 2016 HIDTA Grant Award. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

HIDTA grant award is passing through from the Federal Government.

Sheriff Baird told the board that they will have bike patrols in residential areas.

## **Highway**

### **KC-TAP to City of Yorkville**

Member Koukol made a motion to approve the one time award of \$50,000 in KC-TAP fund to the City of Yorkville for use alongside a municipal road on the proposed multi-use path on Kennedy Road from Route 47 to Mill Road as it is determined to be in the public's interest for the purpose of promoting public safety for the residents of Kendall County. Member Wehrli seconded the motion.

County Engineer Fran Klaas talked about the current guidelines and the intent of the KC-TAP program. Lynn Dubajic, who is the Treasurer of "Push for the Path" spoke about the money that has been raised for the path and the \$1.3 million Federal Grant that has been awarded to the City of Yorkville. Construction of the path to hopefully begin at the end of this year.

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

### **Variance Allowing Right-in / Right-out Access**

Member Koukol stated that the petitioner has not gotten back to us on the issue.

### **Right-of-Way Consulting Services**

Member Koukol made a motion to approve an agreement between Kendall County and Mathewson Right-of-Way Company to provide right-of-way consulting services on the Little Rock Road and Grove Road Bridge projects in the amount of \$63,000 to be taken from the Transportation Sales Tax Fund. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 16-25 is available in the office of the County Clerk.

## Facilities

Members discussed with State's Attorney Eric Weis whether or not a certificate of insurance is needed for volunteers.

## Finance

### CLAIMS

Member Purcell moved to approve the claims submitted in the amount of \$746,161.60 and Grand Juror claims in the amount of \$650.00. Member Gryder seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$41,389.80, B&Z \$1,250.79, CO CLK & RCDR \$225.49, ELECTION \$10,073.16, ED SRV REG \$5,900.17, SHRFF \$18,739.94, CRRCTNS \$20,158.52, MERIT \$499.00, EMA \$1,051.44, CRCT CT CLK \$1,187.49, JURY COMM \$650.00, CRCT CT JDG \$2,741.81, CRNR \$525.33, CMB CRT SRV \$650.93, PUB DFNDR \$180.00, ST ATTY \$829.06, CO TRSR \$1,194.46, EMPLY HLTH INS \$720.52, AUD & ACCT \$2,000.00, OFF OF ADMN SRV \$70.15, GNRL INS & BNDG \$54.00, CO BRD \$492.69, TECH SRV \$10,976.74, PRPRTY TX SRV \$13,860.00, ECON DEV \$211.95, CO HWY \$11,460.41, CO BRDG \$17,235.52, TRNSPRT SALES TX \$111,109.59, KC TRNSP ALT PRGM \$35,000.00, HLTH & HMN SRV \$68,705.02, FRST PRSRV \$756.49, ELLIS HS \$1,298.63, ELLIS GRNDS \$362.23, ELLIS RDNG LSSNS \$175.00, ELLIS WDDNGS \$3,386.87, HOOVER \$915.08, ENV ED NTRL BEGINNINGS \$214.16, ENV ED LWS OF NTR \$12.76, GRNDS & NTRL RSRCS \$4,673.56, ANML CNTRL \$214.15, RCDR DOC STRG \$5,500.00, HIDTA \$59,234.82, SHRFF RNGE FND \$86.27, CMSRY FND \$692.46, CRT SEC FND \$261.72, LAW LBRY \$299.00, CRCT CT DOC STRG \$310.52, JUV JSTC CNCL \$3,148.50, CRT AUTOMA \$10,000.00, PRBTN SRV EXP FND \$2,151.58, GIS \$4,964.50, EMPLY BNFT PRGM \$1,355.56, PUB SFTY EXP \$22,500.00, SHRFF FTA FND \$2,098.29, VAC \$1,015.52, SHRFF VHCL FND \$1,116.70, FP BND PRCD \$3,162.00, CTHS DBT SRV \$237,761.25

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

## Capital Improvements

Member Purcell made a motion to approve the NEC Phone System Redundant Processor, replace three windows on the South side of the Historic Courthouse, and repair the brick on the Historic Courthouse for an approximate total amount of \$44,500 out of the Capital Improvements Fund 040. Member Davidson seconded the motion.

Member Purcell stated the estimated amounts for the repairs – NEC Phone System Redundant Processor \$6,500, Historic Courthouse windows \$32,500 and Historic Courthouse brick repair \$5,000.

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

### BREAK

### RECONVENE

Member Flowers was excused from the meeting. Member Purcell did not return until 11:55am.

## Finance

### Establishing the Salary for the Kendall County Coroner

Member Davidson made a motion to approve the resolution establishing the salary for the Kendall County Coroner; effective December 1, 2016 \$59,830 (3.25%), effective December 1, 2017 \$61,475 (2.75%), effective December 1, 2018 \$62,475 (\$1,000) and effective December 1, 2019 \$63,475 (\$1,000). Member Shaw seconded the motion.

They reviewed salaries from other counties. Members discussed that other things need to be considered like the budget and the state of the State.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Prochaska and Shaw. Members voting nay include Cullick, Davidson, Gilmour, Gryder, Koukol and Wehrli. **Motion failed 2-6.**

Member Davidson made a motion to approve the resolution establishing the salary for the Kendall County Coroner; effective December 1, 2016 \$58,944 (\$1,000), effective December 1, 2017 \$59,944 (\$1,000), effective December 1, 2018 \$60,944 (\$1,000) and effective December 1, 2019 \$61,944 (\$1,000). Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Davidson, Gilmour, Gryder and Shaw. Members voting nay include Cullick, Koukol, Prochaska and Wehrli. **Motion failed 4-4.**

Member Gryder made a motion to approve the resolution establishing the salary for the Kendall County Coroner; effective December 1, 2016 \$57,944 (0%), effective December 1, 2017 \$57,944 (0%), effective December 1, 2018 \$58,944 (\$1,000) and effective December 1, 2019 \$59,944 (\$1,000). Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Gilmour, Gryder and Shaw. Members voting nay include Cullick, Davidson, Koukol, Prochaska and Wehrli. **Motion failed 3-5.**

Member Wehrli made a motion to approve the resolution establishing the salary for the Kendall County Coroner; effective December 1, 2016 \$57,944 (0%), effective December 1, 2017 \$57,944 (0%), effective December 1, 2018 \$58,523 (1%) and effective December 1, 2019 \$59,108 (1%). Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Gilmour, Gryder, Koukol, Shaw and Wehrli. Members voting nay include Cullick, Davidson, and Prochaska. **Motion carried 5-3.**

A complete copy of Resolution 16-16 is available in the office of the County Clerk.

#### **Establishing the Salary for the Kendall County Circuit Court Clerk**

Member Davidson made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$93,025, effective December 1, 2017 \$95,584, effective December 1, 2018 \$96,600 and effective December 1, 2019 \$97,600. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Koukol, Prochaska and Shaw. Members voting nay include Cullick, Davidson, Gilmour, Gryder and Wehrli. **Motion failed 3-5.**

Member Wehrli made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$90,097 (0%), effective December 1, 2017 \$90,097 (0%), effective December 1, 2018 \$90,998 (1%) and effective December 1, 2019 \$91,908 (1%) Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Gilmour, Koukol, Shaw and Wehrli. Members voting nay include Cullick, Davidson, Gryder and Prochaska. **Motion failed 4-4.**

Member Davidson made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$91,097 (\$1,000), effective December 1, 2017 \$92,097 (\$1,000), effective December 1, 2018 \$93,097 (\$1,000) and effective December 1, 2019 \$94,097 (\$1,000) Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Davidson, Koukol, and Shaw. Members voting nay include Cullick, Gilmour, Gryder, Prochaska and Wehrli. **Motion failed 3-5.**

Member Gryder made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$90,097 (0%), effective December 1, 2017 \$90,097 (0%), effective December 1, 2018 \$90,097 (0%) and effective December 1, 2019 \$90,097 (0%) Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Gryder, Koukol, and Shaw. Members voting nay include Davidson, Gilmour, Prochaska and Wehrli. **Motion failed 4-4.**

Member Davidson made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$93,025 (3.25%), effective December 1, 2017 \$94,025 (\$1,000), effective December 1, 2018 \$95,025 (\$1,000) and effective December 1, 2019 \$95,025 (0%) Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Davidson, Koukol, and Shaw. Members voting nay include Cullick, Gilmour, Gryder, Prochaska and Wehrli. **Motion failed 3-5.**

Member Gryder made a motion to approve the resolution establishing the salary for the Kendall County Circuit Court Clerk; effective December 1, 2016 \$90,097 (0%), effective December 1, 2017 \$90,097 (0%), effective December 1, 2018 \$90,676 (\$79.00) and effective December 1, 2019 \$91,554 (\$878.00) Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Gilmour, Koukol, Shaw and Wehrli. Members voting nay include Cullick, Davidson, Gryder and Prochaska. **Motion carried 7-1.**

A complete copy of Resolution 16-17 is available in the office of the County Clerk.

#### **Labor & Grievance**

The committee did not meet.

#### **Committee of the Whole**

Members discussed county board member salaries, per diem sheets, insurance and mileage reimbursement. A special meeting was called for on June 2, 2016 after the Committee of the Whole meeting to discuss county board member compensation and any other business.

#### **STANDING COMMITTEE MINUTES APPROVAL**

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

#### **SPECIAL COMMITTEE REPORTS**

##### **Public Building Commission**

Member Wehrli stated that they did not have a meeting.



**VAC**

Member Wehrli stated that they did not have a meeting.

**Historic Preservation**

**Proclamation of This Place Matters**

Member Wehrli moved to approve the resolution supporting the promotion of This Place Matters for Millbrook Bridge. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois  
County of Kendall

Historic Preservation

**Resolution Supporting the Promotion of This Place Matters for Millbrook Bridge  
2016 - 18**

WHEREAS, the Kendall County Board passed a proclamation on May 3, 2016 declaring May as Historic Preservation Month; and

WHEREAS, "This Place Matters" is the theme for National Preservation Month 2016, cosponsored by Kendall County and the National Trust for Historic Preservation; and

WHEREAS, Historic Preservation month was established to raise awareness of the places that matter to communities and the need to save them; and

WHEREAS, the Kendall County Historic Preservation commission has identified the Millbrook Bridge as a place that matters and consistent with the theme of This Place Matters and that efforts should be taken to ensure that the Millbrook Bridge is preserved for future generations; and

WHEREAS, the Millbrook Bridge was the only means of crossing the Fox River in Millbrook from 1897 to 1984; and

WHEREAS, the Millbrook Bridge has fallen into disrepair and has been closed to pedestrian traffic preventing the public from enjoying the bridge; and

NOW, THEREFORE BE IT RESEVOLVED, the Kendall County Board does hereby support the promotion of This Place Matters for Millbrook Bridge as a place that matters to the County community, to its residents, and to all those who travel to the bridge to experience its rich history and architecture and encourages others to support the Millbrook Bridge as a place that matters.

ADOPTED BY THE COUNTY BOARD THIS 17<sup>th</sup> DAY OF May, 2016.

John A. Shaw  
County Board Chairman

Attest:  
Debbie Gillette  
County Clerk

**Board of Health**

Member Wehrli reported that they meet on May 17, 2016.

**CHAIRMAN'S REPORT**

**Appointments**

- Sue Thill – 708 Mental Health Board – 4 year term – expires May 2020
- Richard Kuhn – Oswego Fire District Trustee – 3 year term – expires April 2019
- (Randall) Scott Wade – Little Rock-Fox Fire District Trustee – 3 year term – expires April 2019
- Brenda Ulrich – Board of Health – 3 year term – expires May 2019
- Jim Friedrich – Board of Health – 3 year term – expires April 2019

Member Gryder moved to approve the appointments. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

### CITIZENS TO BE HEARD

Todd Milliron spoke about the board compensation schedule. Mr. Milliron stated that it takes a two thirds majority to change the Board Rules of Order.

### QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked what the intent of the Special Committee of the Whole meeting is; to approve security upgrades.

### EXECUTIVE SESSION

Member Gryder made a motion to go into Executive Session for (8) security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public, or public property. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### ADJOURNMENT

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

Approved and submitted this 1st day of June, 2016.

Respectfully submitted by,  
Debbie Gillette,  
Kendall County Clerk

Kendall County Clerk				
Revenue Report		5/1/16-5/31/16	5/1/15-5/31/15	5/1/14-5/31/14
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 841.00	\$ 722.00	\$ 676.00
	County Clerk Fees - Marriage License	\$ 1,350.00	\$ 1,620.00	\$ 1,380.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,621.50	\$ 2,072.00	\$ 1,448.00
	County Clerk Fees - Recording	\$ 28,681.00	\$ 24,070.00	\$ 23,093.00
01010061205	Total County Clerk Fees	\$ 32,493.50	\$ 28,484.00	\$ 26,597.00
01010001185	County Revenue	\$ 48,822.00	\$ 36,862.50	\$ 30,843.25
38010001320	Doc Storage	\$ 16,985.00	\$ 14,823.00	\$ 14,179.00
51010001320	GIS Mapping	\$ 28,572.00	\$ 24,941.00	\$ 23,944.00
37010001320	GIS Recording	\$ 3,566.00	\$ 3,113.00	\$ 2,990.00
01010001135	Interest	\$ 35.84	\$ 23.83	\$ 39.89
01010061210	Recorder's Misc	\$ 3,974.25	\$ 1,399.60	\$ 5,841.36
81010001320	RHSP/Housing Surcharge	\$ 15,138.00	\$ 12,996.00	\$ 12,168.00
CK # 18040	To KC Treasurer	\$ 149,586.59	\$ 122,642.93	\$ 116,602.50
Death Certificate Surcharge sent from Clerk's office \$688.00 ck # 18038				
Dom Viol Fund sent from Clerk's office \$225.00 ck 18039				

# Office of Jill Ferko

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

## Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR SIX MONTHS ENDED 05/31/2016

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>	<u>2015 YTD Actual</u>	<u>2015 YTD %</u>
Personal Property Repl. Tax	\$406,460	\$229,474	56.46%	\$289,749	72.91%
State Income Tax	\$2,650,000	\$975,951	36.83%	\$1,160,757	48.57%
Local Use Tax	\$470,000	\$437,763	93.14%	\$267,853	59.52%
State Sales Tax	\$545,492	\$179,571	32.92%	\$452,052	54.79%
County Clerk Fees	\$358,000	\$158,372	44.24%	\$168,046	46.94%
Circuit Clerk Fees	\$950,000	\$453,967	47.79%	\$480,927	50.62%
Fines & Foreits/St Atty.	\$475,000	\$191,714	40.36%	\$240,918	48.18%
Building and Zoning	\$59,500	\$22,032	37.03%	\$28,527	48.23%
Interest Income	\$30,000	\$18,437	61.46%	\$8,551	28.50%
Health Insurance - Empl. Ded.	\$1,250,141	\$550,633	44.05%	\$553,646	49.68%
1/4 Cent Sales Tax	\$2,698,000	\$1,379,693	51.15%	\$1,342,808	52.15%
County Real Estate Transf Tax	\$396,420	\$146,649	36.99%	\$157,022	62.81%
Correction Dept. Board & Care	\$766,500	\$257,040	33.53%	\$389,720	43.30%
Sheriff Fees	\$355,000	\$122,355	34.47%	\$166,838	29.02%
<b>TOTALS</b>	<b>\$11,410,513</b>	<b>\$5,123,850</b>	<b>44.90%</b>	<b>\$5,685,415</b>	<b>50.13%</b>
<b>Public Safety Sales Tax</b>	<b>\$4,800,000</b>	<b>\$2,419,462</b>	<b>50.41%</b>	<b>\$2,389,609</b>	<b>55.11%</b>
<b>Transportation Sales Tax</b>	<b>\$4,300,000</b>	<b>\$2,419,462</b>	<b>56.27%</b>	<b>\$2,369,609</b>	<b>55.11%</b>

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

### EXPENDITURES

All General Fund Offices/Categories

	\$28,159,719	\$12,264,127	43.55%	\$12,687,062	47.03%
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# KENDALL COUNTY CORONER

## May 2016 Monthly Report

DATE	CASE NUMBER	TIME	NATURE	POST	TOX	LOCATION
Monday, May 02, 2016	1605112 *	5:52 PM	Natural	N	N	Nursing Home
Tuesday, May 03, 2016	1605113 *	9:00 PM	Natural	N	N	Residence
Thursday, May 05, 2016	1605114	2:25 PM	Natural	N	N	Nursing Home
Sunday, May 08, 2016	1605115 *	7:10 AM	Accident	Y	Y	Residence
Monday, May 09, 2016	1605116	3:15 PM	Natural	N	N	Residence
Tuesday, May 10, 2016	1605117	11:06 AM	Natural	N	N	Residence
Tuesday, May 10, 2016	1605118	3:55 PM	Natural	N	N	Nursing Home
Thursday, May 12, 2016	1605119 *	6:24 AM	Natural	N	N	Nursing Home
Thursday, May 12, 2016	1605120 *	7:05 AM	Natural	N	N	Nursing Home
Thursday, May 12, 2016	1605121	9:10 AM	Natural	N	N	Residence
Monday, May 16, 2016	1605122 *	11:11 PM	Natural	N	N	Residence
Tuesday, May 17, 2016	1605123 *	7:55 PM	Accident	Y	Y	Residence
Wednesday, May 18, 2016	1605124	9:30 AM	Natural	N	N	Residence
Wednesday, May 18, 2016	1605125	3:40 PM	Natural	N	N	Assisted Living
Thursday, May 19, 2016	1605126 *	3:00 AM	Natural	N	N	Residence
Sunday, May 22, 2016	1605127 *	7:20 PM	Natural	N	N	Residence
Wednesday, May 25, 2016	1605128 *	11:48 PM	Natural	N	N	Residence
Friday, May 27, 2016	1605129 *	8:40 AM	Natural	N	N	Residence
Monday, May 30, 2016	1605130	9:10 AM	Natural	Y	Y	Workplace
Monday, May 30, 2016	1605131 *	7:29 PM	Natural	N	N	Residence
Tuesday, May 31, 2016	1605132 *	10:55 PM	Natural	N	N	Residence

\* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours      62%

**Statistics:**

FY 2016 Statistics		Stats for Same Period In FY 2015		Difference
2016 Total Deaths.....	132	Total Deaths.....	131	1%
Autopsies to Date.....	8	Autopsies....	11	
Toxicology Samples..	13	Toxicology Samples..	14	
Cremation Permits....	75	Cremation Permits...	77	-3%

**Coroner's Office Personnel Update:**

\* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Oswego High School on May 4, 2016.

\* Deputy Coroner Jacquie Purcell provided a presentation for Operation Impact at Yorkville High School on May 13, 2016.

**KENDALL COUNTY CORONER  
SEMI-ANNUAL REPORT  
FY 2016**

	<b>FY 2016</b>		<b>FY 2015</b>
<b>TOTAL DEATHS.....</b>	<b>132</b>	<b>TOTAL DEATHS</b>	131
<b>NATURAL.....</b>	<b>125</b>	<b>NATURAL</b>	123
<b>ACCIDENT.....</b>	<b>6</b>	<b>ACCIDENT</b>	6
VEHICLE/MOTORCYCLE	4	Vehicle	1
DRUGS/ALCOHOL	2	Drugs/Alcohol	5
OTHER	0	Other	0
<b>SUICIDE.....</b>	<b>1</b>	<b>SUICIDE</b>	2
<b>HOMICIDE.....</b>	<b>0</b>	<b>HOMICIDE</b>	0
<b>UNDETERMINED.....</b>	<b>0</b>	<b>UNDETERMINED</b>	0
<b>TOTAL AUTOPSIES.....</b>	<b>8</b>	<b>TOTAL AUTOPSIES</b>	11
 		<b>TOXICOLOGY</b>	14
<b>TOTAL TOXICOLOGY....</b>	<b>13</b>	<b>CREMATIONS</b>	77
 		<b>INQUESTS</b>	0
<b>CREMATION PERMITS.....</b>	<b>75</b>	<b>PRESENTATIONS</b>	12
<b>CORONER'S INQUESTS.....</b>	<b>0</b>		
<b>TRAINING/CONFERENCES ATTENDED BY CORONER.....</b>	<b>1</b>		
<b>TRAINING/CONFERENCES ATTENDED BY STAFF.....</b>	<b>2</b>		
<b>CORONER PRESENTATIONS..</b>	<b>18</b>		
<b>GENERAL FUND REVENUE GENERATED BY THE CORONER'S OFFICE.....</b>	<b>\$0.00</b>		
<b>REVENUE GENERATED FOR CORONER'S OFFICE USE....</b>	<b>\$3443</b>		
<b>GRANT MONIES RECEIVED.....</b>	<b>\$0.00</b>		

**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 June 13, 2016*

**CALL TO ORDER**

The meeting was called to order by Scott Gryder at 6:45 p.m.

**ROLL CALL**

Committee Members Present: Lynn Cullick (Arrived 6:44pm), Chairman Scott Gryder, Jeff Wehrli, Judy Gilmour, and Bob Davidson

Committee Members Absent: None

Also present: John Sterrett, Senior Planner; Greg Chismark, WBK Engineering; Tom Muth, Fox Metro Water Reclamation District; John Frerich, Walter Deuchler Associates; Jerry Bannister; Joe Gomoll

**APPROVAL OF AGENDA**

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

**APPROVAL OF MINUTES**

Mr. Wehrli made a motion, seconded by Ms. Gilmour, to approve the minutes from May 9, 2016. With a voice vote of all ayes, the motion carried.

**EXPENDITURE REPORT**

The Committee reviewed the claims listing. Mr. Wehrli made a motion, seconded by Ms. Gilmour, to forward the claims to the Finance Committee in the amount of \$312.95. With a voice vote of all ayes, the motion carried.

**PUBLIC COMMENT**

Jerry Bannister commented on the Fox Metro Water Reclamation District variance project and that the proposed plan is fine and that he hopes the Committee moves forward with the project.

**PETITIONS**

**16-09 Joe Gomoll**

**Request:** Special Use for production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the tasting of and wholesale or retail sale of items produced on site and the sales of ancillary items and products related to crops and products produced on site in the A-1 Zoning District

**Location:** 10151 Lisbon Road in Fox Township

Mr. Sterrett summarized the zoning request, which is a request for an A-1 Special Use to A-1 Special Use for production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the tasting of and wholesale or retail sale of items produced on site and the sales of ancillary items and products related to crops and products produced on site at the property at 10151 Lisbon Road in Fox Township. Retail sales will take place out of an existing 4,800 square foot building occupying 1,000 square feet for retail space.

The petitioners have provided details regarding the operation of the roadside stand. The operation will have no employees and will be open eight (8) hours a day, 1-3 days per week. The petitioner intends for the roadside stand to be open throughout the year for each season. The petitioner has begun working with the Health Department on producing and selling sweet cider and anticipates selling sweet cider in fall 2016. The petitioner has indicated the possibility of producing and selling hard cider as a future endeavor. Fox Township is a dry township and therefore the County cannot issue a liquor license to sell hard cider or any other type of alcohol. A Change of Occupancy permit will be required for the portion of the structure being used for the retail sales area. The purpose of this permit is to evaluate the structure for proper ingress/egress, occupant load, life safety and health. Compliance with 2012 IBC existing structure provisions must be met. The petitioner is working closely with the Health Department. The petitioner will operate through a temporary permit in 2016 as they are getting the business off the ground. Health Department staff will be available for consultation and will provide inspection as part of that permit.

Section 7.01.D.32 requires that at least five (5) parking stalls be provided for the roadside stand locate at least ninety (90) from the centerline of all adjacent roadways. The petitioner is proposing four (4) 9'x20' parking stalls and one (1) 16'x20' parking stall reserved for ADA accessibility. These stalls will be located 130' from the centerline of Lisbon Road in compliance with the above referenced section. There is ample space next to the building if additional parking is needed for overflow. No new lighting is proposed on the property. The petitioner has indicated that signage will limited to a single sign at the store front. Two points of access onto Lisbon Road exist with no additional points of access proposed.

Mr. Sterrett stated that as a future endeavor the petitioner is interested in producing and selling hard cider. The selling of this hard cider at retail would require a Kendall County Liquor License. Fox Township is a dry township and therefore a liquor license cannot be obtained.

Staff recommends approval of the special use request with the following conditions:

1. The property shall be developed in substantial compliance with the submitted site plan
2. Parking stalls reserved for ADA access shall be paved with a hard surface and identified as such
3. A change of occupancy permit shall be secured for the portion of the structure that will be used for a retail sales area within sixty (60) days upon approval of the special use
4. All proposed signage shall comply with Section 12 of the Zoning Ordinance
5. No lighting associated with the special use shall be installed



6. No alcohol shall be offered for retail sale on the property until such time that a liquor license is permitted to be issued in Fox Township and until said liquor license has been approved by Kendall County. All regulations of the Kendall County Liquor Control Ordinance shall be followed.
7. A temporary permit from the Health Department shall be secured prior to the sale of sweet cider
8. All parking shall be on the property and no parking shall occur within any public road right-of-way

Ms. Gilmour made a motion, seconded by Mr. Wehrli, to forward the petition onto the County Board with a favorable recommendation. Mr. Gryder asked for a roll call vote. Mr. Sterrett called the roll. Gilmour – Aye; Wehrli – Aye; Davidson – Aye; Gryder – Aye. With a vote of 4-0, the motion carried.

### **NEW BUSINESS**

Mr. Gryder congratulated Mr. Sterrett on the birth of his child, Emmett Sterrett.

### **OLD BUSINESS**

#### **Variance Request from Fox Metro Water Reclamation District to Section 403.a – Hydraulically Equivalent Compensatory Storage (above and below 10 year flood elevation) and Section 403.d – Compensatory Storage Adjacent to the Development, of Article IV of the Kendall County Stormwater Management Ordinance.**

Mr. Sterrett provided the Committee with an update on the variance request from Fox Metro Water Reclamation District for off-site floodplain compensatory storage as part of their water treatment plant expansion along Route 31. Mr. Sterrett explained that the hearing for the variance will take place Thursday, June 16<sup>th</sup> at 4:00pm and that notification was sent out to all property owners within 250’ of both the Route 31 site and the site located at Orchard Road. This notification was sent both certified mail and regular first class mail. Tom Muth and John Frerich explained the proposed plans for the compensatory storage at Orchard Road. Greg Chismark, stormwater engineering consultant for the County, stated he has reviewed the materials submitted and is comfortable with the proposed plans. There are three proposed conditions on the variance ordinance including obtaining approval of all other applicable permits, the recording of an easement over the compensatory storage area and submitting a maintenance plan for the Orchard Road site. This matter will be discussed further at the public hearing on June 16<sup>th</sup> and be placed on the County Board agenda for June 21<sup>st</sup>.

### **UPDATE ON HISTORIC PRESERVATION**

Mr. Sterrett stated that the Historic Preservation Commission had a photo opportunity in front of the Millbrook Bridge on Saturday, May 14<sup>th</sup> as part of Preservation Month. The theme for Preservation Month is “This Place Matters” and a resolution to promote the Millbrook Bridge as part of the This Place Matters theme was approved by the County Board in May.

### **UPDATE ON CMAP LAND USE COMMITTEE MEETING**

No update

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

**PERMIT REPORT**-The Committee reviewed the permit report.

**VIOLATION REPORT**-None

**REVENUE REPORT**-The committee reviewed the revenue report.

**CORRESPONDENCE** – None

**EXECUTIVE SESSION** - None

**PUBLIC COMMENT**

None

**ADJOURNMENT**

Ms. Cullick made a motion, seconded by Mr. Wehri, to adjourn the meeting. With a voice vote of all ayes, the motion carried. Chairman Gryder adjourned the meeting at 6:59 p.m.

Respectfully Submitted,  
John H. Sterrett  
Senior Planner

**ORDINANCE NUMBER 2016 - \_\_\_\_**

**GRANTING SPECIAL USE FOR THE PROPERTY AT  
10151 LISBON ROAD IN FOX TOWNSHIP**

WHEREAS, Joe Gomoll has filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 15.22 acre property located on the west side of Lisbon Road, 300 feet south of Walker Road, commonly known as 10151 Lisbon Road (PIN# 04-25-200-008; 04-25-200-009), in Fox Township; and

WHEREAS, said property is legally described as:

THAT PART OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 25; THENCE SOUTH 01 DEGREES 20 MINUTES 22 SECONDS EAST ALONG THE EAST LINE OF SAID SECTION 25, FOR A DISTANCE OF 417.97 FEET; THENCE CONTINUING SOUTH 01 DEGREES 20 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25, FOR A DISTANCE 302.30 FEET FOR THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 20 MINUTES 22 SECONDS EAST ALONG SAID EAST LINE OF THE NORTHEAST QUARTER OF SECTION 25, FOR A DISTANCE OF 10.00 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 56 SECONDS WEST ALONG A LINE BEING PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 405.00 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 22 SECONDS EAST ALONG A LINE BEING PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 57.13 FEET; THENCE NORTH 89 DEGREES 47 MINUTES 56 SECONDS WEST ALONG A LINE BEING PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 85.00 FEET; THENCE NORTH 01 DEGREES 20 MINUTES 22 SECONDS WEST ALONG A LINE BEING PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 123.00 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST ALONG A LINE BEING PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 85.00 FEET; THENCE SOUTH 01 DEGREES 20 MINUTES 22 SECONDS EAST ALONG A LINE BEING PARALLEL TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 55.86 FEET; THENCE SOUTH 89 DEGREES 47 MINUTES 56 SECONDS EAST ALONG A LINE BEING PARALLEL TO THE SOUTH LINE OF THE NORTH HALF OF THE NORTHEAST QUARTER OF SAID SECTION 25, FOR A DISTANCE OF 405.00 FEET TO THE POINT OF BEGINNING; ALL IN THE TOWNSHIP OF FOX, KENDALL COUNTY, ILLINOIS.

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

WHEREAS, said petition is to obtain an A-1 Special Use Permit for the production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the sales of ancillary items and products related to crops and products produced on site; and

WHEREAS, all special use procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on May 31, 2016; and

WHEREAS, the findings of fact were approved as follows:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. **True. The petitioner has submitted a business narrative indicating that measures will be taken to ensure that the use will not have a negative impact on public health, safety, morals, comfort, or general welfare.***

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. **The property is a sufficient distance from nearby residences thereby reducing the amount of adverse impacts from the use. No lighting will be added in an effort to minimize negative impacts in the surrounding area.***

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. **No new points access roads or points of ingress and egress are being provided as they are not necessary for the requested use. The Health Department is comfortable with allowing a temporary permit for the sale of sweet cider. The portion of the structure that is proposed to be used for retail sales area will require a change of occupancy permit for basic life safety requirements. All ADA parking requirements will be provided.***

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. **The petitioner has provided a site plan that complies with the requirements for the proposed use.***

*That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. **This special use is consistent with the LRMP and the property will remain as an agricultural operation and residence.***

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use permit for the production and sale of sweet cider, hard cider, wine, jams, wine jams, jellies, pies, pickles, honey, sauces and similar items utilizing crops grown on the same property or in combination with crops grown off-site where such production takes place on the premises as well as the sales of ancillary items and products related to crops and products produced on site in accordance to the submitted Zoning Sketch included as "Exhibit A" attached hereto and incorporated herein subject to the following conditions:

1. The property shall be developed in substantial compliance with the submitted site plan
2. Parking stalls reserved for ADA access shall be paved with a hard surface and identified as such
3. A change of occupancy permit shall be secured for the portion of the structure that will be used for a retail sales area within sixty (60) days upon approval of the special use
4. All proposed signage shall comply with Section 12 of the Zoning Ordinance
5. No lighting associated with the special use shall be installed
6. No alcohol shall be offered for retail sale on the property until such time that a liquor license is permitted to be issued in Fox Township and until said liquor license has been approved by Kendall County. All regulations of the Kendall County Liquor Control Ordinance shall be followed.
7. A temporary permit from the Health Department shall be secured prior to the sale of sweet cider
8. All parking shall be on the property and no parking shall occur within any public roadway right-of-way

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 21<sup>st</sup> day of June, 2016.

Attest:

---

John A. Shaw  
Kendall County Board Chairman

---

Debbie Gillette  
Kendall County Clerk

**INDEX**

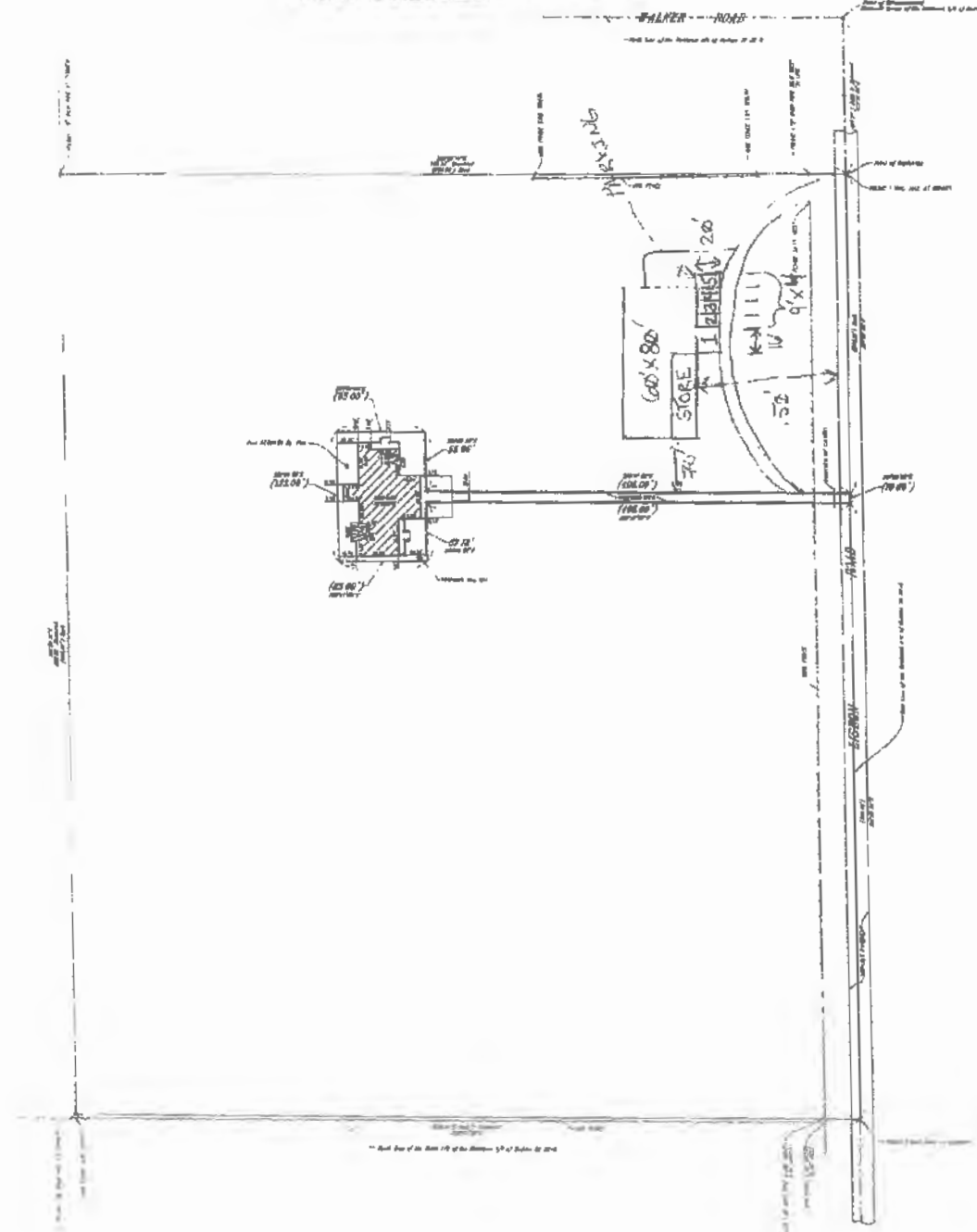
- 1. BOUNDARY LINES
- 2. ADJACENT TOWNSHIP
- 3. CORNER MARKS
- 4. EXISTING UTILITIES
- 5. PROPOSED UTILITIES
- 6. ADJACENT LAND
- 7. SURVEY DATA
- 8. PROPERTY MAP

### NELSON SURVEYORS, LLC

#### FLAT OF SURVEY

THIS PART OF THE FLAT OF SURVEY OF THE PARCELS OF SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON, AS SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON, AND IS BEING PLACED IN PUBLIC RECORD FOR THE PURPOSE OF RECORDING THE BOUNDARY LINES OF SAID FLAT OF SURVEY AND THE ADJACENT TOWNSHIP AS SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON. THE BOUNDARY LINES OF SAID FLAT OF SURVEY ARE SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON, AND ARE BEING PLACED IN PUBLIC RECORD FOR THE PURPOSE OF RECORDING THE BOUNDARY LINES OF SAID FLAT OF SURVEY AND THE ADJACENT TOWNSHIP AS SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON. THE BOUNDARY LINES OF SAID FLAT OF SURVEY ARE SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON, AND ARE BEING PLACED IN PUBLIC RECORD FOR THE PURPOSE OF RECORDING THE BOUNDARY LINES OF SAID FLAT OF SURVEY AND THE ADJACENT TOWNSHIP AS SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON. THE BOUNDARY LINES OF SAID FLAT OF SURVEY ARE SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON, AND ARE BEING PLACED IN PUBLIC RECORD FOR THE PURPOSE OF RECORDING THE BOUNDARY LINES OF SAID FLAT OF SURVEY AND THE ADJACENT TOWNSHIP AS SHOWN ON THE PLAT OF SURVEY OF SAID SECTION 35, TOWNSHIP 14N, RANGE 14E, COUNTY OF CLATSOP, OREGON.

## EXHIBIT "A"



THESE PLATS AND RECORDS ARE THE PROPERTY OF NELSON SURVEYORS, LLC. THEY ARE TO BE KEPT IN THE RECORDS OF SAID COUNTY AND MAY BE USED FOR ANY PURPOSE THAT DOES NOT CONFLICT WITH THE PUBLIC INTEREST.



**ORDINANCE NUMBER 2016 - \_\_\_\_\_**

**GRANTING A VARIANCE TO THE KEDALL COUNTY  
STORMWATER MANAGEMENT ORDINANCE FOR THE PROPERTY AT  
682 STATE ROUTE 31, OSWEGO TOWNSHIP  
FOR FOX METRO WATER RECLAMATION DISTRICT**

WHEREAS, Fox Metro Water Reclamation District has submitted a stormwater management permit application for the development of a 25.88 acre property located on the west side of State Route 31, approximately 0.75 miles south of U.S. Route 30, commonly known as 682 State Route 31 (PIN# 03-05-353-009; 03-05-353-010; 03-05-353-006; 03-05-353-004; 03-05-353-003; 03-05-353-002), in Oswego Township; and

WHEREAS, said development is for the expansion of the existing waste water treatment facility which expansion is mandated by State and federal water quality requirements related to their discharge and water quality improvements of the Fox River; and

WHEREAS, Fox Metro Water Reclamation District is a unit of local government providing public water and sewer service to residents of Kendall County; and

WHEREAS, Fox Metro Water Reclamation District will be placing 9.39 acre-feet of fill in the regulatory floodplain at the property located at 682 State Route 31; and

WHEREAS, no development or proposed work is occurring within the regulatory floodway of the Fox River; and

WHEREAS, Fox Metro Water Reclamation District received special use approval for this expansion on December 20, 2011 through Ordinance 2011-35; and

WHEREAS, said property is legally described as:

**PARCEL ONE:**

THAT PART OF LOT 3 OF LARSON SUBDIVISION, DESCRIBED AS FOLLOWS:  
COMMENCING AT THE NORTHWEST CORNER OF SAID LOT, BEING ON THE CENTERLINE OF STATE ROUTE NO. 31; THENCE SOUTHERLY ALONG SAID CENTERLINE, 46.58 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 82° 36' EAST, PARALLEL WITH THE SOUTHERLY LINE OF SAID LOT, 775.16 FEET TO THE EASTERLY LINE OF SAID LOT; THENCE SOUTH 9° 39' EAST ALONG SAID EASTERLY LINE, 229.17 FEET; THENCE SOUTH 37° 16' EAST, 35.20 FEET TO THE SOUTHEAST CORNER OF SAID LOT; THENCE NORTH 82° 36' WEST ALONG THE SOUTHERLY LINE OF SAID LOT, 867.3 FEET TO THE CENTERLINE OF SAID STATE ROUTE NO. 31; THENCE NORTHERLY ALONG SAID CENTERLINE, 250.52 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

**PARCEL TWO:**

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 8

State of Illinois  
County of Kendall

EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 6, TOWNSHIP AND RANGE AFORESAID; THENCE SOUTH ALONG THE WEST LINE OF SAID SECTION 6, 1363.34 FEET; THENCE SOUTH 82° 36' EAST, 5298.7 FEET TO THE WESTERLY BANK OF FOX RIVER; THENCE NORTH 18° 46' WEST ALONG SAID WESTERLY BANK, 192.5 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 18° 46' WEST ALONG SAID WESTERLY BANK, 44.35 FEET; THENCE NORTH 37° 16' WEST ALONG SAID WESTERLY BANK, 227.8 FEET; THENCE NORTH 82° 36' WEST, 867.3 FEET TO THE CENTERLINE OF THE ORIGINAL ROAD; THENCE SOUTHERLY ALONG SAID CENTERLINE, 200 FEET TO A LINE DRAWN NORTH 82° 36' WEST FROM THE POINT OF BEGINNING; THENCE SOUTH 82° 36' EAST, 1014.21 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS (\*AKA LOT 4 OF LARSON SUBDIVISION).

**PARCEL THREE:**

TRACT ONE:

LOT 5 OF LARSON'S SUBDIVISION, TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

TRACT TWO:

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 WITH THE CENTERLINE OF ILLINOIS STATE ROUTE NUMBER 31; THENCE NORTH 6° 44' EAST ALONG SAID CENTERLINE, 745.75 FEET; THENCE SOUTH 82° 30' EAST, 100 FEET TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES WITH THE LAST DESCRIBED COURSE, 110 FEET; THENCE SOUTH 82° 30' EAST TO THE CENTER THREAD OF THE FOX RIVER; THENCE NORTHERLY ALONG SAID CENTER THREAD TO A LINE DRAWN SOUTH 82° 30' EAST FOR THE POINT OF BEGINNING; THENCE NORTH 82° 30' WEST TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

**PARCEL FOUR:**

THAT PART OF THE SOUTH HALF OF THE WEST PART OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, WHICH LIES EAST OF THE CENTERLINE OF STATE ROUTE NO. 31 AND SOUTH OF A LINE EXTENDING SOUTH 82° 30' EAST FROM A POINT IN THE SAID CENTERLINE OF SAID HIGHWAY THAT IS NORTH 6° 44' EAST, 745.75 FEET FROM THE SOUTH LINE OF SAID SECTION TO THE CENTER THREAD OF THE FOX RIVER (EXCEPT THE RIGHT OF WAY OF THE SAID STATE ROUTE NO. 31 AND A STRIP IN THE NORTHWEST CORNER 67 FEET WIDE AND 325 FEET LONG MEASURED ALONG THE EASTERLY LINE OF SAID HIGHWAY, USED FOR CEMETERY PURPOSES, AND ALSO EXCEPT THAT PART LYING SOUTH OF THE NORTH LINE OF PREMISES CONVEYED TO THE COMMONWEALTH EDISON COMPANY BY WARRANTY DEED RECORDED OCTOBER 9, 1959 AS DOCUMENT 127020 AND ALSO EXCEPT THAT PART DESCRIBED AS FOLLOWS:

COMMENCING AT THE INTERSECTION OF THE SOUTH LINE OF SAID SECTION 5 WITH THE



CENTERLINE OF ILLINOIS STATE ROUTE NO. 31; THENCE NORTH 6° 44' EAST ALONG SAID CENTERLINE, 745.75 FEET; THENCE SOUTH 82° 30' EAST 100 FEET FOR THE POINT OF BEGINNING; THENCE SOUTHWESTERLY AT RIGHT ANGLES WITH THE LAST DESCRIBED COURSE, 110 FEET; THENCE SOUTH 82° 30' EAST TO THE CENTER THREAD OF THE FOX RIVER; THENCE NORTHERLY ALONG SAID CENTER THREAD TO A LINE DRAWN SOUTH 82° 30' EAST FROM THE POINT OF BEGINNING; THENCE NORTH 82° 30' WEST TO THE POINT OF BEGINNING, AND ALSO EXCEPTING THEREFROM THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE ROUTE 31 WHICH IS 165.86 FEET NORTH OF THE INTERSECTION OF SAID CENTERLINE WITH THE SOUTH LINE OF SAID SECTION 5 AS MEASURED ALONG THE CENTERLINE OF SAID ROAD; THENCE NORTH 6° 03' 17" EAST ALONG SAID CENTERLINE, 85.00 FEET; THENCE EASTERLY AT AN ANGLE OF 87° 43' 10" MEASURED COUNTER CLOCKWISE FROM THE LAST DESCRIBED COURSE, 99.08 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 169° 46' 24" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 87.59 FEET; THENCE NORTHERLY AT AN ANGLE OF 142° 32' 41" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 69.19 FEET; THENCE NORTHERLY AT AN ANGLE OF 148° 08' 36" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 52.57 FEET; THENCE EASTERLY AT AN ANGLE OF 106° 13' 20" MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 859.60 FEET, MORE OR LESS, TO THE WEST BANK OF THE FOX RIVER; THENCE SOUTHERLY ALONG THE WEST BANK OF SAID FOX RIVER, 302.20 FEET, MORE OR LESS, TO THE NORTHERLY LINE OF COMMONWEALTH EDISON LANDS DESCRIBED IN DOCUMENT NO. 127020 AT THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 1109.30 FEET, MORE OR LESS, TO THE POINT OF BEGINNING), IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

**PARCEL FIVE:**

THAT PART OF THE SOUTH HALF OF SECTION 5, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT IN THE CENTERLINE OF STATE ROUTE 31, WHICH IS 165.86 FEET NORTH OF THE INTERSECTION OF SAID CENTERLINE WITH THE SOUTH LINE OF SAID SECTION 5 AS MEASURED ALONG THE CENTERLINE OF SAID ROAD; THENCE NORTH 06° 03' 17" EAST ALONG SAID CENTERLINE, 85.00 FEET; THENCE EASTERLY AT AN ANGLE OF 87° 43' 10" MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 99.08 FEET; THENCE NORTHEASTERLY AT AN ANGLE OF 169° 46' 24" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 87.59 FEET; THENCE NORTHERLY AT AN ANGLE OF 142° 32' 41" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 69.19 FEET; THENCE NORTHERLY AT AN ANGLE OF 148° 08' 36" MEASURED CLOCKWISE FROM THE LAST DESCRIBED COURSE, 52.57 FEET; THENCE EASTERLY AT AN ANGLE OF 106° 13' 20" MEASURED COUNTER-CLOCKWISE FROM THE LAST DESCRIBED COURSE, 1010.40 FEET, MORE OR LESS, TO THE WEST BANK OF THE FOX RIVER; THENCE SOUTHERLY ALONG THE WEST BANK OF SAID FOX RIVER, 320 FEET MORE OR LESS, TO THE NORTHERLY LINE OF THE COMMONWEALTH EDISON COMPANY LANDS DESCRIBED IN DOCUMENT 127020 AT THE RECORDER'S OFFICE OF KENDALL COUNTY, ILLINOIS; THENCE WESTERLY ALONG SAID NORTHERLY LINE, 1109.30 FEET, MORE OR LESS, TO THE POINT OF

State of Illinois  
County of Kendall

BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

WHEREAS, Fox Metro Water Reclamation District has submitted a request for a variance to the requirements of Section 403.a – Hydraulically Equivalent Compensatory Storage (above and below 10 year flood elevation) and Section 403.d – Compensatory Storage Adjacent to the Development, of Article IV of the Kendall County Stormwater Management Ordinance to provide 5.22 acre-feet of off-site floodplain compensatory storage at a 16.98 acre property owned by Fox Metro Water Reclamation District located on the west side of Orchard Road, approximately 0.25 miles south of U.S. Route 34 (PIN #02-24-126-008), in Bristol Township; and

WHEREAS, said property is legally described as:

PARCEL ONE:

THAT PART OF THE NORTH HALF OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION; THENCE SOUTH 89 DEGREES 58 MINUTES 07 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTH HALF 760.98 FEET FOR A POINT OF BEGINNING; THENCE NORTH 89 DEGREES 58 MINUTES 07 SECONDS EAST 761.28 FEET TO THE WEST LINE EXTENDED OF “SERENITY ON THE FOX, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS”; THENCE SOUTH 00 DEGREES 52 MINUTES 13 SECONDS WEST ALONG SAID EXTENDED WEST LINE, SAID WEST LINE AND SAID WEST LINE EXTENDED SOUTHERLY, 1037.46 FEET TO THE NORTHERLY BANK OF THE FOX RIVER; THENCE WESTERLY ALONG SAID NORTHERLY BANK TO A LINE DRAWN SOUTH 00 DEGREES 23 MINUTES 55 SECONDS WEST FROM THE POINT OF BEGINNING; THENCE NORTH 00 DEGREES 23 MINUTES 55 SECONDS EAST 1158.94 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 19.546 ACRES.

PARCEL TWO:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 24 TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE NORTH LINE OF SAID NORTHEAST QUARTER WITH THE WEST LINE EXTENDED NORTHERLY OF “SERENITY ON THE FOX, BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS”; THENCE NORTH 89 DEGREES 58 MINUTES 07 SECONDS EAST ALONG SAID NORTH LINE, 409.56 FEET TO THE NORTHEAST CORNER OF LOT 13 IN SAID SUBDIVISION; THENCE SOUTH 89 DEGREES 54 MINUTES 18 SECONDS WEST ALONG THE NORTH LINE OF LOTS 13 AND 14 IN SAID SUBDIVISION, 409.56 FEET TO THE NORTHWEST CORNER OF SAID LOT 14; THENCE NORTH 00 DEGREES 52 MINUTES 13 SECONDS EAST ALONG SAID WEST LINE EXTENDED, 0.45 FEET TO THE POINT OF BEGINNING IN BRISTOL TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.002 ACRES.

WHEREAS, all variance procedures required by the Kendall County Stormwater Management Ordinance were followed including a public hearing by the County’s Stormwater Management Oversight Committee on June 16, 2016; and

State of Illinois  
County of Kendall

WHEREAS, the County's Oversight Committee has determined the variance requests meet following standards:

*The variance will not increase the probability of flood damage or create an additional threat to the public health, safety or welfare.*

*The variance requested is the minimum relief necessary to accomplish the objectives of the development without compromising the objectives of Section 102 of this Ordinance.*

*The variance will not result in a reduction of water quality benefits as compared to compliance with ordinance requirements.*

*The variance is not requested solely for the purpose of reducing site runoff storage requirements.*

*The variance shall not cause conveyance of stormwater from the project to increase peak discharges beyond design capacity of existing offsite conveyance facilities for any storm event from the 2-year to the 100-year recurrence frequency.*

*The variance shall seek to preserve valuable environmental and biological resources including but not limited to stands of native trees, existing wetlands and natural floodplain storage.*

WHEREAS, the County's Oversight Committee has determined the variance requests identified herein to be acceptable under the following conditions:

1. The Fox Metro Water Reclamation District shall procure all necessary County, State and Federal permits and satisfy all permit conditions
2. Submittal and County approval of a maintenance plan for the compensatory storage area.
3. Recording of an easement for the compensatory storage area

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval, subject to the conditions noted herein, of a variance to Section 403.a – Hydraulically Equivalent Compensatory Storage (above and below 10 year flood elevation) and Section 403.d – Compensatory Storage Adjacent to the Development, of Article IV of the Kendall County Stormwater Management Ordinance to allow 5.22 acre-feet of off-site floodplain compensatory storage in accordance with the submitted application and the site plan included as “Group Exhibit A” attached hereto and incorporated herein.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 21<sup>st</sup> day of June, 2016.

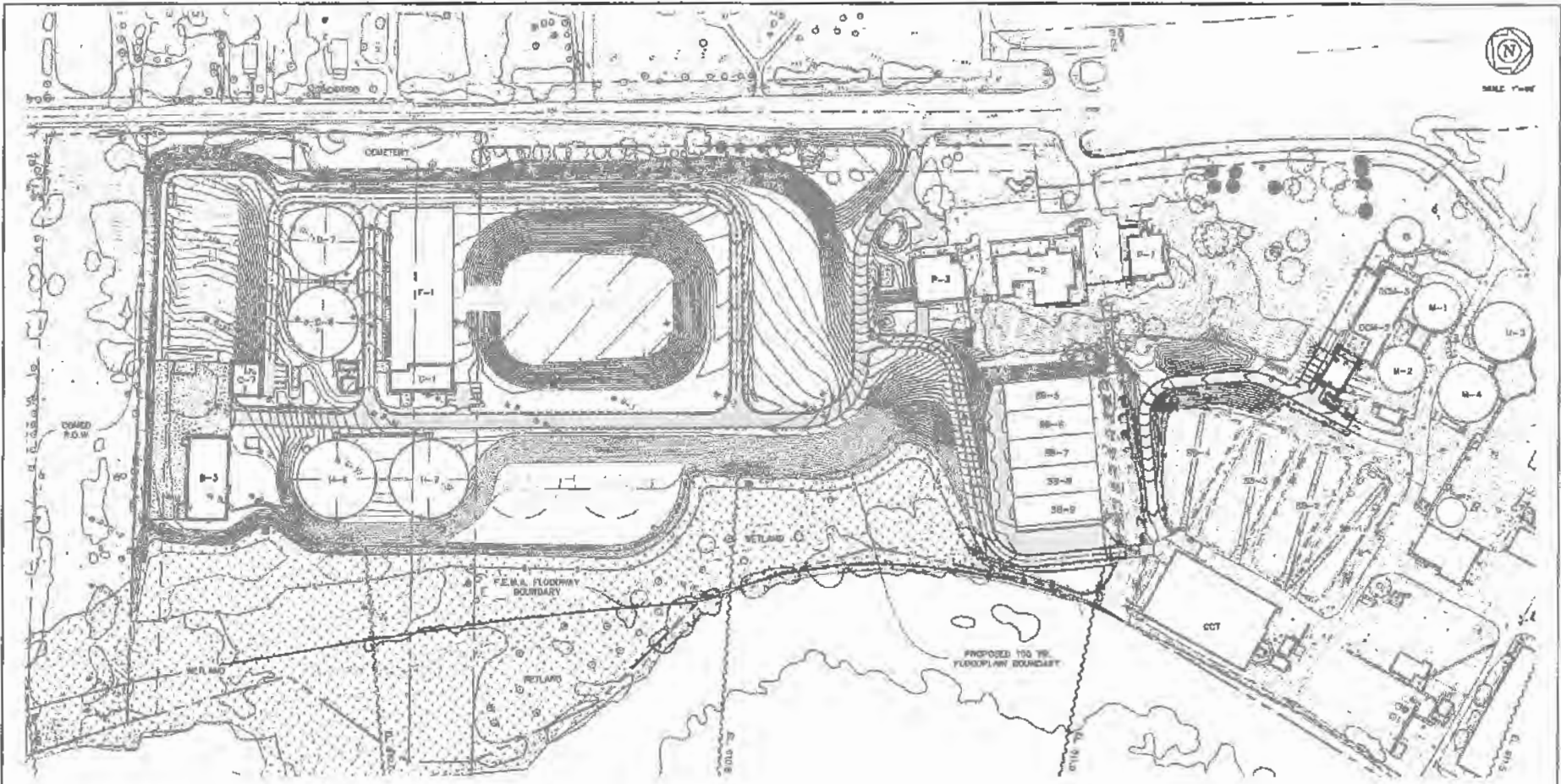
Attest:

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John A. Shaw  
Kendall County Board Chairman

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Debbie Gillette  
Kendall County Clerk



GROUP EXHIBIT "A"  
1 of 3



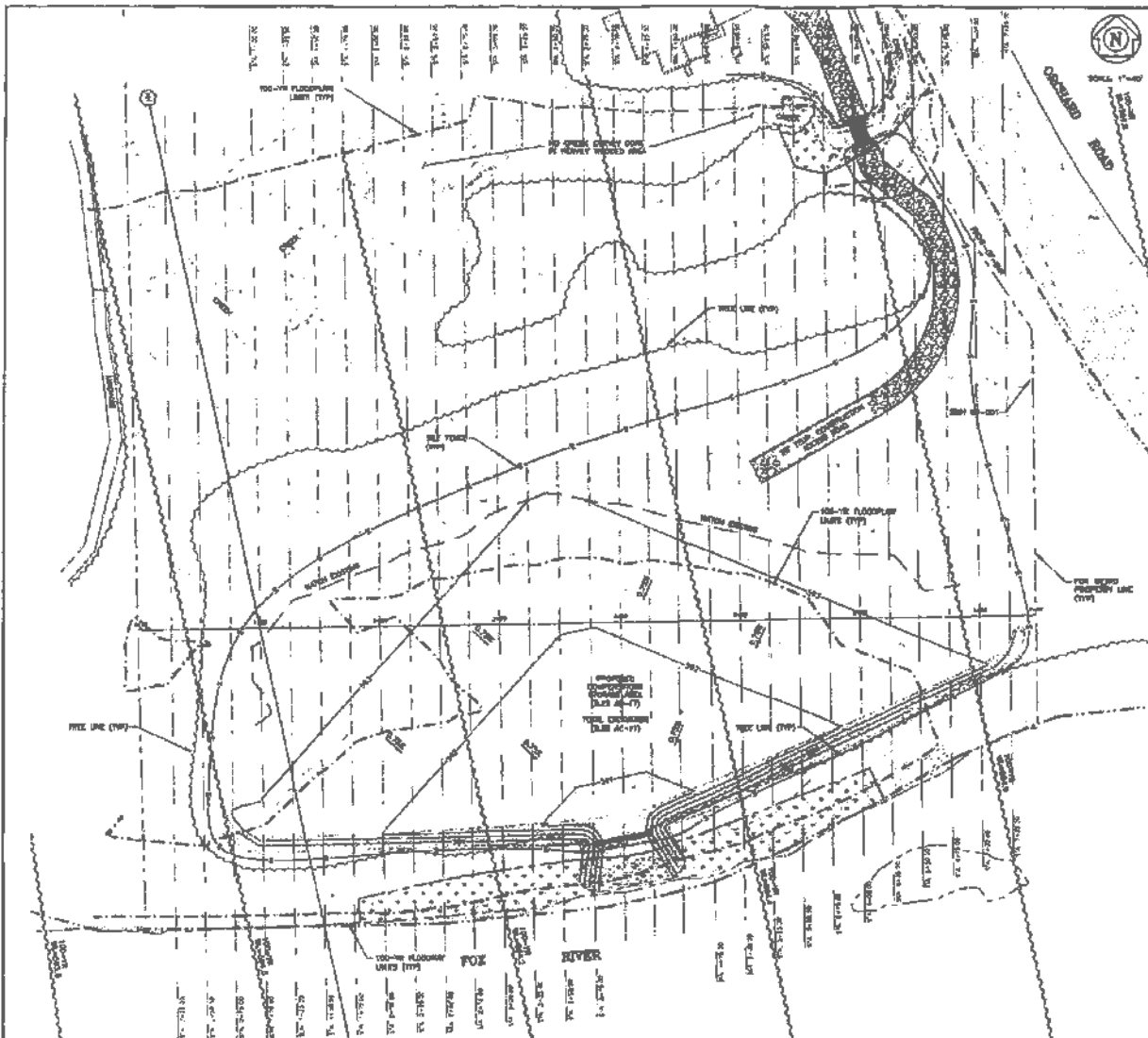
**WALTER E. DEUCHLER ASSOCIATES, INC.**  
Consulting Engineers - Aurora, Illinois

DATE	1/11/12	SCALE	AS SHOWN
BY	AS SHOWN	DATE	11-11-11-12
PROJECT	FOX METRO WATER RECLAMATION DISTRICT SOUTH WASTEWATER TREATMENT FACILITY	NO. OF SHEETS	100
PROJECT NO.	11-11-11-12	DATE	11-11-11-12

DATE	1/11/12	SCALE	AS SHOWN
BY	AS SHOWN	DATE	11-11-11-12
PROJECT	FOX METRO WATER RECLAMATION DISTRICT SOUTH WASTEWATER TREATMENT FACILITY	NO. OF SHEETS	100
PROJECT NO.	11-11-11-12	DATE	11-11-11-12

**FOX METRO WATER RECLAMATION DISTRICT  
SOUTH WASTEWATER TREATMENT FACILITY  
SITE AND OVERALL GRADING PLAN**

DATE	1/11/12	SCALE	AS SHOWN
BY	AS SHOWN	DATE	11-11-11-12
PROJECT	FOX METRO WATER RECLAMATION DISTRICT SOUTH WASTEWATER TREATMENT FACILITY	NO. OF SHEETS	100
PROJECT NO.	11-11-11-12	DATE	11-11-11-12



**WETLAND NOTES**

- WHERE WETLAND ARE DESIGNATED/DENOTED, THE FOLLOWING NOTES SHALL APPLY:
- THE CONTRACTOR SHALL REMOVE ALL TREES IN THE WETLAND AREAS AND STAKEOUT SHALL BE WITHIN AND ALONG THE BOUNDARY OF THE CONSTRUCTION. WORK SHALL BE COMPLETED BY THE EXPIRY OF THE PERMIT. THE CONTRACTOR SHALL MAINTAIN AN ACCESS ROAD TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN AN ACCESS ROAD TO THE SITE AT ALL TIMES. THE CONTRACTOR SHALL MAINTAIN AN ACCESS ROAD TO THE SITE AT ALL TIMES.
  - IF THE EXISTING OR REPLACEMENT OF THE WETLAND TOP SOIL MATERIAL, THE CONTRACTOR SHALL PROVIDE THE AREA WITH WETLAND RESTORATION PLAN 100-10.
  - THE CONTRACTOR SHALL MAINTAIN WETLAND BOUNDARIES TO THE AREA WITHIN THE BILT FENCE AS SHOWN.
  - REFER TO SPECIFICATIONS SECTION 00 31 AS FOR PERMITS. CONTRACTOR IS TO COMPLY WITH ALL APPLICABLE REGULATIONS.

STRUCTURE TYPE	DATE	BY	CHKD	APP	REV	NO.
WETLAND SECTION						

- 001-10 - LOW PROFILE BILT FENCE
- 001-10 - WETLAND BOUNDARY AND BILT FENCE (ON OR OUTSIDE WETLAND AREAS)

**SOIL PROTECTION CHART**

**LEGEND**

- ▭ TEMPORARY EROSION CONTROL
- ▭ TEMPORARY CONSTRUCTION ENTRANCE
- ▭ PERMANENT EROSION CONTROL
- ▭ ROCK CHECK
- ▭ FLAT AREA BY SLOPE
- ▭ SLOPE

**SITE CONSTRUCTION SEQUENCE**

1. INITIAL EROSION CONTROL
  - A. SELECTIVE BRUSH REMOVAL FOR BILT FENCE
  - B. BILT FENCE
  - C. PERMANENT CONSTRUCTION ACCESS ROAD
  - D. TEMPORARY BRUSH
2. CLEARING AND GRADING
3. CHINE SITE / EXPOSURE TOPSOIL
  - A. CONSTRUCTION COMPENSATORY STORAGE BARRIERS TO PREVENT SEDIMENT TO RIVER
  - B. CONSTRUCTION VERTICALLY STAKED WITH EROSION CONTROL
  - C. CONSTRUCTION GRADIENT TO RIVER
  - D. INITIAL BILT FENCE
  - E. INITIAL EROSION CONTROL
  - F. INITIAL EROSION CONTROL BARRIERS
  - G. INITIAL EROSION CONTROL BARRIERS
4. PERMANENT EROSION CONTROL BARRIERS
  - A. PERMANENT BARRIERS
5. PERMANENT CONSTRUCTION ACCESS
6. REMOVE BILT FENCE AND OTHER EROSION CONTROL WITH VEGETATION IS ESTABLISHED

**NOTE:**  
1. CONSTRUCTION SEQUENCE AND SHALL BE ELIMINATED AND SOIL SHALL BE RESTORED TO ORIGINAL CONDITION OR BETTER TO THE BEST.

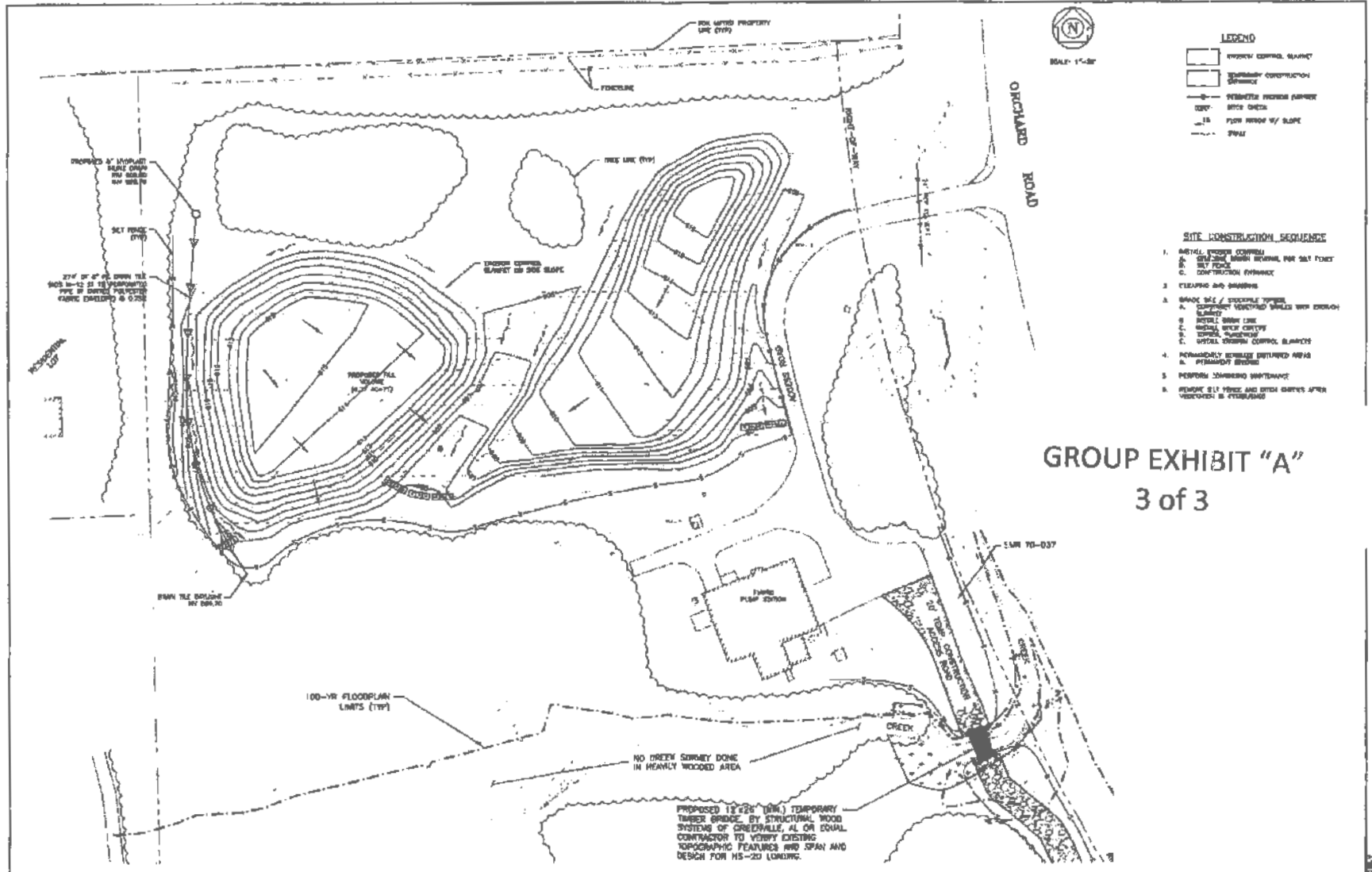
GROUP EXHIBIT "A"  
2 of 3

**WALTER E. DEUCHLER ASSOCIATES, INC.**  
Consulting Engineers - Aurora, Illinois

DATE	2/1/78	PROJECT	100
BY	AS SHOWN	SCALE	1/4" = 1'-0"
APP	111-1001-02	APPROVED	JDF
FILE NO.	100		

**FOX METRO WATER RECLAMATION DISTRICT**  
**ORCHARD ROAD COMPENSATORY STORAGE**  
**GRADING AND EROSION CONTROL PLAN**

NO. 4  
OF 11



GROUP EXHIBIT "A"  
3 of 3

**COUNTY OF KENDALL, ILLINOIS**  
**PUBLIC SAFETY COMMITTEE**  
**Monday, June 13, 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:** Bob Davidson - yes, Judy Gilmour - here, Matthew Prochaska – here. **With three members present voting aye, a quorum was determined to conduct business.**

*Member Purcell arrived at 5:32p.m. Member Gryder arrived at 5:34p.m.*

**Others Present:** Undersheriff Harold Martin, Deputy EMA Director Tracy Page, Jim Smiley

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

**Approval of Minutes** – Member Gilmour made a motion to approve the May 9, 2016 meeting minutes, second by Member Davidson. **With four members present in agreement, the motion carried.**

**Public Comment** – None

**KenCom Report** – No report

**Coroner's Report** – As submitted

**EMA Report** – Deputy Director Page reported that EMA participated in the following:

1. Weather Spotter Seminar Oswego Police-Citizen Academy
2. Monthly Business Meeting – Red Cross presentation
3. Grant Reallocation - \$5,869.12
4. Mobile Command Center – LaSalle County Marathon
5. Continued with siren testing on the first Tuesday morning of the month
6. Continued with STARCOM testing first Tuesday morning of the month
7. Continued with WSPY EAS testing first Tuesday morning of the month

**Sheriff's Report**

- **OPERATIONS DIVISION** – Undersheriff Martin reported the following statistics for the month of May:

**Police Services**

692 Calls for Service	350 Police Reports	152 Arrests
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**Traffic Services**

709 Traffic Contacts                      294 Traffic Citations Issued  
9 DUI Arrests                                0 Zero Tolerance

**Traffic Crash Investigations** - 43 *Total Crash Investigations*

37 Property Damage                      6 Personal Injury Accidents                      0 Fatalities

**Vehicle Usage**

67,036 Total Miles Driven                      \$7,008.70 Vehicle Maintenance Expenditures  
\$10,435.32 Fuel Expenditures                      5,120 Fuel Gallons Purchased

**Auxiliary Deputies** – 58 *Total Auxiliary Hours*

6 Training/Meeting Hours                      18 Ride-A-Long Hours  
34 Auxiliary Hours

**Evidence/Property Room**

140 New Items into Property Room                      100 Disposal Orders Processed  
144 Items Disposed of                      72 DVD/VHS Copy Requests  
15 Items Sent to Crime Lab                      0 Items Processed by Evidence Custodian

**Court Security Division**

15,559 Entries                      5,762 Items X-Rayed  
56 Bond Calls                      89 Items of Contraband Refused  
19 Arrests made at Courthouse                      121 Kendall Prisoners  
22 Other Prisoners

**Investigations/COPS Activities**

40 Total Cases Assigned (Patrol/Invest)                      11 Total Cases Closed (Patrol/Invest)  
100 Current Open Cases (Patrol/Invest)                      17 Community Policing Meetings/Presentations

**CORRECTIONS DIVISION** – Undersheriff Martin provided the following statistics for the month of May:

**Jail Population**

265 New Intake Bookings                      266 Inmates Released                      120 Average Daily Pop

**Food Service/Medical Management**

10,420 meals prepared at \$1.06 per meal                      Total medical billing \$22,291.32

**Inmate Transports** - 193 *Total Inmate Transports*

124 To/From County Courthouse                      4 Other County Court Transports  
35 Out of County Prisoner Pickups                      8 to I.D.O.C.  
2 Medical/Dental Transports                      0 Court Ordered Medical Transport  
4 Federal Transports                      16 Juvenile To/From Youth Homes/Courts

**Inmate Work Crews** – 44.5 *Total Hours Worked*

17 Inmates                      7 Locations



**Out of County Housing**

43 Inmates Housed/Other Jurisdictions      \$52,800.00 Invoiced/Other Jurisdictions

**Federal Inmates**

8 Federal Inmates Housed      \$15,075.00 Invoiced for Housing  
\$1,613.62 Invoiced for Court Transport      \$0 Invoiced for Medical Transport

**Outstanding FTA Fees**    \$0

**Sex Offender/Violent Offenders Against Youth Registrations**

12 Sex Offender Registrations      7 SO Verifications Completed  
1 Violent Offenders Against Youth Registrations      14 SOV Attempted  
0 Violent Offenders Address Verification Completed      0 VOAY Verification Attempted

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

**Sheriff Sales**

27 Sales Scheduled      17 Sales Cancelled      10 Sales Conducted

**Civil Paperwork**

239 Papers Served      0 Replevins      112 Subpoena/FOIA Requests

**Warrants**

1,781 on file      116 New Warrants Issued  
123 Warrants Served      39 Warrants Quashed

**Evictions**

15 Scheduled      7 Cancelled      8 Conducted

**Fees** - Total \$17,835.67 received May 2016

\$6,021.50 Civil Process      \$10,800.00 Sheriff Sales  
\$210.00 Records/Fingerprinting      \$804.17 Bond Processing

**KSCSO TRAINING**    May Training All Divisions: 1,163.25 Hours

**Corrections Division** – 499.25 Total Hours (CERT Monthly Training, Anti-Harassment, Web Based Training (WBT), Weapon Quals, Jail Facility Shakedown Exercise, Below 100, DYCOM, Interview and Interrogation, Basic Instruction: Cell Extractions, Flash Bang Instructor, Off Duty Qualifications, Rifle Qualification, Suburban and Collar County Gang Awareness, Supervisor Anti-Harassment & Discrimination, Laser Certifications, Use of Force Workshop for Patrol Officers)

**Operations Division** – 579.25 Total Hours (Web Based Training (WBT), Weapon Qualifications, Jail Facility Shakedown Exercise, 2016 KCSO Investigators Training with SAO, Basic Investigation Skills, Anti-Harassment Training, DYCOM, Force Science, Scene, K-9 Assist and Traffic Stop Practices, Key Court Date SAO, Risk Management and Civil Liability, Technicians, Supervising Narcotic Units, Supervisor Anti-Harassment & Discrimination, Verbal Judo, Bloodstain Evidence Workshop)

**Court Security** – 27.25 Total Hours (Supervisor Anti-Harassment and Discrimination, Off Duty Qualifications, Duty Qualifications, Rifle Qualifications, Report Writing for Patrol Officers)

**Corrections/Operations Combined** – 48 Total Hours (SRT)

**Records Division** – 9.5 Total Hours (Supervisor Anti-Harassment & Discrimination Training, Anti-Harassment Training)

**Auxiliary** – 0 Total Hours

**Old Business** - None

**New Business**

- ❖ *Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners* - Member Gryder made a motion to forward the item to the County Board for approval, second by Member Gilmour. **With all members voting aye, the motion carried.**

**Executive Session** – None needed

**Public Comment** – None

**Action Items for County Board**

- ❖ *Approval of Intergovernmental Housing Agreement between Kane County and Kendall County for the Housing of Prisoners*

**Adjournment** – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:05p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**INTERGOVERNMENTAL HOUSING AGREEMENT  
BETWEEN KANE COUNTY AND KENDALL COUNTY  
FOR THE HOUSING OF PRISONERS**

This Agreement is made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2016, by and between the COUNTY OF KENDALL, a body politic and corporate, hereinafter referred to as "KENDALL COUNTY" and the Sheriff of Kendall County, and the COUNTY OF KANE, a body politic and corporate, hereinafter referred to as KANE COUNTY, and the Sheriff of Kane County, pursuant to authority granted by the Illinois Constitution (1970), Article VII, Section 10; 5 ILCS 220/1 et seq. (Intergovernmental Cooperation Act), and the provision of 730 ILCS 125/9 (County Jail Act).

WHEREAS, when space at the Kane County Adult Justice Center is insufficient and KANE COUNTY has a need for additional housing for prisoners committed to the care and custody of the Sheriff of Kane County; or

WHEREAS, Kane County finds the necessity to house prisoners outside the confines of the Kane County Adult Justice Center; and

WHEREAS, when KENDALL COUNTY has available space for housing those prisoners committed to the care and custody of the Sheriff of Kane County; and

WHEREAS, KANE COUNTY, is desirous of utilizing the available housing which KENDALL COUNTY can provide; and

WHEREAS, KANE COUNTY and KENDALL COUNTY agree that it is in their best interest to enter into a contract to obtain and provide the available housing,

NOW THEREFORE, in consideration of the foregoing and the covenants contained herein, the parties do hereby agree and covenant as follows:

1. The foregoing recitals are incorporated herein as provision hereof.

**2. HOUSING**

The Sheriff of Kendall County agrees to provide housing for KANE COUNTY prisoners as hereinafter provided. It is expressly agreed by and between the parties hereto that KANE COUNTY shall send and the Sheriff of Kendall County shall accept, subject to space availability, prisoners to be housed in the Kendall County Jail. It is further agreed by and between the parties hereto that the Sheriff of Kendall County shall make available to KANE COUNTY as many available cells as can be conveniently provided, subject to the needs of Kendall County and the Kendall County Sheriff.

### **3. CLASSIFICATION OF INMATES**

KANE COUNTY agrees that the prisoners to be housed by the Sheriff of Kendall County will be limited to the following classified offenders:

- a) Prisoners currently serving sentences imposed for commission of a misdemeanor who are within one year of release.
- b) Prisoners currently serving sentences imposed for commission of felony offenses who, as a condition of probation, are required to be incarcerated for a period of six months or less.
- c) Prisoners who are of pre-trial and pre-sentence classification as chosen by KANE COUNTY staff.

The Sheriff of Kendall County agrees to accept and securely keep all such prisoners delivered to him under the terms of this Agreement.

It is further expressly agreed by and between the parties hereto that the Sheriff of Kendall shall not be obligated to accept KANE COUNTY prisoners who exhibit or have exhibited any manifest physical or mental health problems or incorrigible behavior. The Sheriff of Kendall County may contact the Sheriff of Kane County or his designee to return forthwith to the KANE COUNTY Adult Justice Center any previously accepted prisoner who consistently violated the rules and regulations of Kendall County Correctional Facility or who constitutes a continuing disciplinary problem and interrupts the orderly administration of the KENDALL COUNTY facility.

### **4. LOCATION OF HOUSING**

KENDALL COUNTY and KANE COUNTY further agree that all housing to be made available by KENDALL COUNTY will be at the facility located at 1102 Cornell Lane, Yorkville, Illinois, County of Kendall, and no other KENDALL COUNTY facility will be utilized pursuant to this Agreement.

### **5. POLICY AND SCOPE OF SERVICES**

The Sheriff of Kendall County agrees to comply with the requirements of the Unified Code of Corrections, the County Jail Act, and all other applicable laws regarding adequate care, food, bedding, clothing, inspection, supervision, mail privileges, personal hygiene and facilities, haircuts, recreation, commissary, laundry, religious ministrations, and access to a television or a radio system.

KANE COUNTY and KENDALL COUNTY further agree as follows:

- a) Commissary: The Sheriff of Kendall County shall maintain a Commissary account for each KANE COUNTY prisoner with the purpose of permitting purchases as permitted by the rules and regulations of Kendall County Sheriff's Department.
- b) Clothing: KENDALL COUNTY shall provide appropriate jail uniforms for each KANE COUNTY prisoner accepted under this Agreement by the Sheriff of Kendall County.
- c) Inmate Funds: The Sheriff of Kendall County agrees to hold private monies of KANE COUNTY prisoners while they are in the KENDALL COUNTY jail. If a prisoner is released, a check may be issued for any remaining commissary funds and given to the Kane County Transport Deputy to be returned back to Kane County or, Kane County may request by email any remaining commissary funds to be mailed to Kane County. If a prisoner is transferred to another detention or correctional facility, he or she may request in writing that the funds be sent to the new facility; the prisoner must supply the name and address of the facility and a proper inmate identification number.
- d) Non Discrimination: The Sheriff of Kendall County agrees that no KANE COUNTY prisoner confined in KENDALL COUNTY facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

## **6. TRANSPORTATION AND REMOVAL OF PRISONERS**

KANE COUNTY, at its expense, shall deliver any and all prisoners to the KENDALL COUNTY institution, together with a duly authenticated copy of commitment, mittimus, and any other papers or documents authorizing detention.

KANE COUNTY will provide a summary of the personal history, behavior and health records of each prisoner to the Sheriff of Kendall County for each prisoner to be incarcerated in the Kendall County jail, which shall precede or accompany each prisoner and shall be returned to the Sheriff of Kane County upon the release of said prisoner. However, copies of all such records will be made and will remain the property of the Sheriff of Kendall County.

It is further expressly agreed by and between the parties hereto that KANE COUNTY prisoners held in KENDALL COUNTY pursuant to this Agreement may not be removed by any person or persons without an order or writ from a court or competent jurisdiction or permission from the Sheriff of Kane County, or his designee, except for emergency medical treatment.

It is further expressly agreed by and between the parties hereto that any KANE COUNTY prisoner in the Kendall County jail who is subject to discharge by due course of law shall be returned to the custody of the Sheriff of Kane County on

the day prior, or as soon as possible, to that date set for discharge and the transportation of said prisoner shall be the sole responsibility of KANE COUNTY.

The Sheriff of Kendall County shall, at no additional expense to Kane County, comply with all writs and other valid process, including the transportation of inmates within Kendall County. Provided, however, that if a writ is issued for appearance in a Kane County Court, or any jurisdiction outside of Kendall County, the Kane County Sheriff shall provide all transport therefore.

## **7. PAYMENT**

As consideration for the foregoing KANE COUNTY agrees to provide compensation to KENDALL COUNTY in the amount of Sixty (\$60.00) dollars per day, per prisoner, and payment of each such sum in total shall be made monthly by KANE COUNTY as hereinafter specified, and failure of KANE COUNTY to so remit payment within a reasonable time as set forth below shall constitute breach of this Agreement and will constitute cause for termination. The Sixty (\$60.00) dollars per day fee shall be paid by KANE COUNTY even if an inmate is in the KENDALL COUNTY facility for only a portion of a day. As such, for the purpose of this agreement, an inmate held by KENDALL COUNTY at its facility shall be considered held for a whole day if the inmate is held for less than twelve (12) hours.

All billing records, evidence of services performed as may be required by KANE COUNTY shall be supplied by KENDALL COUNTY. The Sheriff of Kendall County shall submit monthly invoices to KANE COUNTY citing the number of utilized beds at sixty (\$60.00) dollars per day. Invoices if sent by mail will be sent to the Kane County Sheriff's Office, 37W755 IL Route 38, Suite A, St. Charles, IL 60175. Otherwise, such invoices may be sent via email to the Kane County Sheriff or his designee. Invoices are to be paid to the Sheriff of Kendall County within a reasonable time after their receipt, but in no case shall the time exceed 60 days from the date the invoice is dated and sent.

## **8. MEDICAL CARE**

KENDALL COUNTY shall provide all reasonable and necessary medical, dental and psychological care to KANE COUNTY prisoners confined in the KENDALL COUNTY jail under this agreement while such prisoners are residents of the KENDALL COUNTY facility. Reasonable and necessary care is that which is required by applicable law. In any event, KENDALL COUNTY shall provide such in-house medical, optical, dental, medical prescription care and psychological services provided to other inmates confined in the KENDALL COUNTY jail. It is expressly agreed by and between the parties hereto that hospitalization, non-routine medical and dental care, including prescriptions, or any such KANE COUNTY prisoner care, where such hospitalization, non-

routine medical and dental care, including prescriptions, is authorized and mandated by any physician in the employ of, or under contract to the COUNTY OF KENDALL will be the financial responsibility of KANE COUNTY, for said prisoner or prisoners. In consideration therefore, KANE COUNTY shall pay to KENDALL COUNTY the costs of medical care and attention for said prisoners, if such medical care is not billed directly by the medical provider to KANE COUNTY. At the time of admission or as soon thereafter as possible, the Kendall County Sheriff shall notify Kane County Sheriff, of the fact and the name of such hospitalization. If a KANE COUNTY prisoner is admitted for in-patient services, the Kane County Sheriff will provide the guards during the time of such in-patient care.

**9. MERITORIOUS GOOD TIME**

It is expressly agreed by and between the parties hereto, that all good time to be awarded to any prisoner of KANE COUNTY housed in the KENDALL COUNTY facility will be awarded by the original incarcerating authority, pursuant to the County Jail Good Behavior Allowance Act, 730 ILCS 130/1 et seq., and all sentence computations for KANE COUNTY prisoners serving sentences and confined in the KENDALL COUNTY jail will be prepared by the Sheriff of Kane County.

**10. DOCUMENTATION AND ESCAPE OF PRISONER**

The Sheriff of Kendall County agrees to document fully and to prepare an incident report on KENDALL COUNTY's customary forms regarding unusual or notable occurrences involving KANE COUNTY prisoners including but not limited to: the use of force by an employee of Kendall County upon a Kane County prisoner, loss of property, fire, prisoner misconduct, escape or attempted escape, criminal activity, death or suicide attempt. These reports will be forwarded immediately to the Sheriff of KANE COUNTY or his designee. KANE COUNTY acknowledges and understands that they will only receive reports regarding KANE COUNTY prisoners that would be prepared in the normal course of business.

In the case of the escape or attempted escape of a KANE COUNTY prisoner confined in the KENDALL COUNTY facility, the Sheriff of Kendall County shall notify the Sheriff of Kane County promptly and use all reasonable means to recapture the prisoner. The escape of a KANE COUNTY prisoner must be reported immediately by telephone to the Sheriff of Kane County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kane County within forty-eight (48) hours.

**11. RULES AND REGULATIONS**

It is agreed by and between the parties hereto that KANE COUNTY prisoners transferred under this Agreement are subject to the rules and regulations of the KENDALL COUNTY jail and the privileges or restrictions attaching thereto, and

are subject to no other rules and regulations or the granting of any privileges attaching to the KANE COUNTY Jail.

## **12. INDEMNIFICATION**

KENDALL COUNTY shall indemnify, defend, and hold harmless KANE COUNTY and its agents, officers, and employees against any and all liabilities, claims, demands or suits in regard to claims of any intentional tort or for any claim that is based upon willful or wanton conduct only, which arises out of practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or the Kendall County Sheriff, or any officers, agents, employees, or servants or either, relating to the custody, care, supervision, transport of any KANE COUNTY prisoner in the custody of the KENDALL COUNTY Sheriff or relating to the maintenance of their property or premises.

KANE COUNTY shall be responsible for and shall indemnify, defend and hold harmless KENDALL COUNTY, the Sheriff of Kendall County, and their agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any prisoner of KANE COUNTY housed pursuant to this Agreement arising out of any act or omission of KANE COUNTY, the Sheriff of Kane County, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KANE COUNTY prisoner while in the custody of the KANE COUNTY Sheriff.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the Sheriff of Kendall County or his agents or employees which may result from the presence of KANE COUNTY prisoners during contractual incarceration shall be the responsibility of KENDALL COUNTY.

KENDALL COUNTY agrees that it shall maintain liability insurance of one (1) million dollars per occurrence and three (3) million dollars in aggregate with an excess umbrella of nine (9) million dollars. Certificates of such insurance detailing the coverage therein shall be available to the County of Kane upon execution of this Agreement.

Alternatively, a self-insurance reserve of \$2 million with excess coverage of \$30 million is acceptable if KENDALL COUNTY self-insures.

Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification and insurance provisions.

## **13. TERM**



The initial terms of this Agreement shall be for a period of Thirty-six (36) months and may be extended for an additional One (1) year term, if mutually agreed to in writing and signed by both parties.

**14. AMENDMENT, MODIFICATION AND RENEWAL**

This Agreement shall become effective upon the date of acceptance by all parties hereto. This Agreement may be amended with written consent of all parties hereto and, provided a need continue to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one year for each renewal.

**15. APPLICABLE LAW**

This Agreement shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be Kane County, Sixteenth Judicial Circuit, State of Illinois.

**16. FINAL AGREEMENT OF PARTIES**

This writing constitutes the final expression of the Agreement of the parties. It is intended as a complete and exclusive statement of the terms of this Agreement, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and Agreements that may have been made in connection with the subject matter hereof. No modification or termination of this Agreement shall be binding upon the parties hereto unless the same be in writing and appropriately executed with thirty (30) days written notice of termination.

**17. NOTICES**

All Notices given or sent hereunder shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. And in the case of notice to Kendall County, with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, and Attention: Eric Weis

**18. AUTHORIZATION**

KANE COUNTY and KENDALL COUNTY represent that all necessary acts have been taken to authorize and approve this argument in accordance with applicable law and this Agreement, when executed by the parties hereto, shall constitute a binding obligation of KANE COUNTY and KENDALL COUNTY, legally and enforceable at law and equity against both.

19. SEVERABILITY CLAUSE

If any provision of this Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of the COUNTY OF KANE and the COUNTY OF KENDALL.

COUNTY OF KANE

By' Chris Lauzen Date 05-18-16  
Christopher J. Lauzen  
Kane County Board Chairman

By' Donald E. Kramer Date 04/18/2016  
Donald E. Kramer  
Kane County Sheriff

COUNTY OF KENDALL

By' \_\_\_\_\_ Date \_\_\_\_\_  
John Shaw  
Kendall County Board Chairman  
111 West Fox Street Yorkville,  
Illinois 60560

By' \_\_\_\_\_ Date \_\_\_\_\_  
Dwight A. Baird  
Kendall County Sheriff  
Kendall County Sheriff's Office 1102 Cornell Lane  
Yorkville, Illinois 60560

**COUNTY OF KENDALL, ILLINOIS**  
**ADMINISTRATION HUMAN RESOURCES COMMITTEE**  
**Meeting Minutes**  
**Thursday, June 9, 2016**

**CALL TO ORDER**

The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 9:00a.m.

**ROLL CALL**

Committee Members Present: Lynn Cullick – here, Dan Koukol - here, Judy Gilmour - here

Committee Members Absent: John A. Shaw

*Member Purcell entered the meeting at 9:09a.m.*

Others present: Glenn Campos, Leslie Johnson, Scott Koeppel, Jim Pajauskas

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

**APPROVAL OF MINUTES:** Member Koukol made a motion to approve the April 26, 2016 meeting minutes, second by Member Gilmour. **With all in agreement, the motion carried.**

**MONTHLY REPORTS**

- a. **CBIZ Update** – Jim Pajauskas provided an update on claims for all people covered from January – April, 2016. Some of the stats are:

**HMO**

- The average age increased from 44.7 to 46.3 years
- HMO membership is down -6.6%
- Paid claims for the four-month period ending 3.31.16 compared to last year's period are down -38.8%
- Paid pharmacy claims are down -38.4% for the four-month period
- Specialty pharmacy claims are down -78.8%

**PPO**

- The average age decreased from 44.1% to 43.9%
- Total membership is up to 5.1%
- Paid claims for the four-month ending 3-31-2016 are up 2.1%
- Paid pharmacy claims are down 5.6%
- Specialty pharmacy claims are up 13.8%

- b. **Department Heads and Elected** – Scott Koepfel reported that Technology received a request from a Township Assessor for a county email address. Mr. Koepfel’s concerns were that they are not county employees, have not signed the Technology policy, and are not under any county supervision. There was consensus from the committee to have further discussion of this issue at the Committee of the Whole meeting.
- c. **County Administrator** – No report

**NEW BUSINESS** - None

**OLD BUSINESS**

- *Approve Policy for Managing Email Archive* – Scott Koepfel reminded the committee that we currently retain emails for 30 days, and that Mr. Koepfel recommends maintaining emails for 7 years. Member Purcell made a motion to forward the item to the Committee of the Whole second by Member Koukol. **With Member Purcell voting no, and Members Cullick, Gilmour and Koukol voting yes, the motion passed with a 3-1 vote.**
- *Organization Chart Discussion* – item tabled until the next meeting
- *Employee Handbook Discussion* – item tabled until the next meeting

**EXECUTIVE SESSION** –

**ITEMS FOR COMMITTEE OF THE WHOLE**

- *Discussion on Policy for Managing Email Archive*
- *Discussion of Health Insurance Plan Design Options*

**ACTION ITEMS FOR COUNTY BOARD** - None

**PUBLIC COMMENT** – Jerry Bannister, Yorkville, voiced his concerns about the County not retaining all emails, and suggested that all County emails be archived indefinitely.

**ADJOURNMENT** – Member Koukol moved to adjourn the meeting at 10:18a.m., Member Gilmour seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**ORDINANCE NUMBER \_\_\_\_\_**

**KENDALL COUNTY  
PREVAILING WAGE ORDINANCE**

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

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

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

**SECTION 1**

To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the County of Kendall, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as most recently determined and published by the Department of Labor of the State of Illinois as of July 2015, a copy of the determined prevailing wage being attached hereto as Exhibit “A” and incorporated herein by reference. The County Board may consider and approve subsequent updates to the prevailing wage determined and published by the Department of Labor prior to June 2017. The definition of any terms appearing in this Ordinance which area also used in the aforesaid Act shall be the same as in said Act.

**SECTION 2**

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

**SECTION 3**

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

**SECTION 4**

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

SECTION 5

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

SECTION 6

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

PASSES this 21st day of June, 2016.

By: \_\_\_\_\_  
John A. Shaw, County Board Chair

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

# Exhibit A

## Kendall County Prevailing Wage for July 2016 as Determined and Published by the Department of Labor July 2015

See explanation of column headings at bottom of wages)

Trade Name	RG	TYP	C	Base	FRMAN	M-F>8	OSA	OSH	H/W	Pensn	Vac	Trng
=====	==	===	=	=====	=====	=====	===	===	=====	=====	=====	=====
ASBESTOS ABT-GEN		ALL		39.400	39.950	1.5	1.5	2.0	13.42	11.28	0.000	0.500
ASBESTOS ABT-MEC		BLD		36.340	38.840	1.5	1.5	2.0	11.47	10.96	0.000	0.720
BOILERMAKER		BLD		47.070	51.300	2.0	2.0	2.0	6.970	18.13	0.000	0.400
BRICK MASON		BLD		43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
CARPENTER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630
CEMENT MASON		ALL		43.000	45.000	2.0	1.5	2.0	10.00	18.27	0.000	0.500
CERAMIC TILE FNSHER		BLD		36.810	0.000	1.5	1.5	2.0	10.55	9.230	0.000	0.770
COMMUNICATION TECH		BLD		38.620	40.720	1.5	1.5	2.0	10.19	10.81	0.000	1.350
ELECTRIC PWR EQMT OP		ALL		37.890	51.480	1.5	1.5	2.0	5.000	11.75	0.000	0.380
ELECTRIC PWR EQMT OP		HWY		39.220	53.290	1.5	1.5	2.0	5.000	12.17	0.000	0.390
ELECTRIC PWR GRNDMAN		ALL		29.300	51.480	1.5	1.5	2.0	5.000	9.090	0.000	0.290
ELECTRIC PWR GRNDMAN		HWY		30.330	53.290	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR LINEMAN		ALL		45.360	51.480	1.5	1.5	2.0	5.000	14.06	0.000	0.450
ELECTRIC PWR LINEMAN		HWY		46.950	53.290	1.5	1.5	2.0	5.000	14.56	0.000	0.470
ELECTRIC PWR TRK DRV		ALL		30.340	51.480	1.5	1.5	2.0	5.000	9.400	0.000	0.300
ELECTRIC PWR TRK DRV		HWY		31.400	53.290	1.5	1.5	2.0	5.000	9.730	0.000	0.310
ELECTRICIAN		BLD		45.950	50.550	1.5	1.5	2.0	10.57	12.87	0.000	1.610
ELEVATOR CONSTRUCTOR		BLD		50.800	57.150	2.0	2.0	2.0	13.57	14.21	4.060	0.600
FENCE ERECTOR		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
GLAZIER		BLD		40.500	42.000	1.5	2.0	2.0	13.14	16.99	0.000	0.940
HT/FROST INSULATOR		BLD		48.450	50.950	1.5	1.5	2.0	11.47	12.16	0.000	0.720
IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
LABORER		ALL		39.200	39.950	1.5	1.5	2.0	13.42	11.28	0.000	0.500
LATHER		ALL		42.520	44.520	1.5	1.5	2.0	13.29	12.76	0.000	0.630
MACHINIST		BLD		45.350	47.850	1.5	1.5	2.0	7.260	8.950	1.850	0.000
MARBLE FINISHERS		ALL		32.400	34.320	1.5	1.5	2.0	10.05	13.75	0.000	0.620
MARBLE MASON		BLD		43.030	47.330	1.5	1.5	2.0	10.05	14.10	0.000	0.780
MATERIAL TESTER I		ALL		29.200	0.000	1.5	1.5	2.0	13.42	11.28	0.000	0.500
MATERIALS TESTER II		ALL		34.200	0.000	1.5	1.5	2.0	13.42	11.28	0.000	0.500
MILLWRIGHT		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630
OPERATING ENGINEER		BLD	1	48.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	2	46.800	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	3	44.250	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	4	42.500	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	5	51.850	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	6	49.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		BLD	7	51.100	52.100	2.0	2.0	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		FLT		36.000	36.000	1.5	1.5	2.0	17.10	11.80	1.900	1.250
OPERATING ENGINEER		HWY	1	46.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	2	45.750	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	3	43.700	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	4	42.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	5	41.100	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	6	49.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
OPERATING ENGINEER		HWY	7	47.300	50.300	1.5	1.5	2.0	17.55	12.65	1.900	1.250
ORNAMNTL IRON WORKER		ALL		45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
PAINTER		ALL		41.730	43.730	1.5	1.5	1.5	10.30	8.200	0.000	1.350
PAINTER SIGNS		BLD		33.920	38.090	1.5	1.5	1.5	2.600	2.710	0.000	0.000
PILEDRIIVER		ALL		44.350	46.350	1.5	1.5	2.0	11.79	16.40	0.000	0.630

PIPEFITTER	BLD	46.000	49.000	1.5	1.5	2.0	9.000	15.85	0.000	1.780
PLASTERER	BLD	43.430	46.040	1.5	1.5	2.0	13.05	14.43	0.000	1.020
PLUMBER	BLD	46.650	48.650	1.5	1.5	2.0	13.18	11.46	0.000	0.880
ROOFER	BLD	41.000	43.100	1.5	1.5	2.0	8.280	10.54	0.000	0.530
SHEETMETAL WORKER	BLD	44.720	46.720	1.5	1.5	2.0	10.65	13.31	0.000	0.820
SPRINKLER FITTER	BLD	49.200	51.200	1.5	1.5	2.0	11.75	9.650	0.000	0.550
STEEL ERECTOR	ALL	45.060	48.660	2.0	2.0	2.0	10.52	20.76	0.000	0.700
STONE MASON	BLD	43.780	48.160	1.5	1.5	2.0	10.05	14.43	0.000	1.030
<del>SURVEY WORKER</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>	<del>---</del>
				NOT IN EFFECT	ALL		37.000	37.750	1.5	1.5 2.0 12.97 9.930
0.000		0.500								
TERRAZZO FINISHER	BLD	38.040	0.000	1.5	1.5	2.0	10.55	11.22	0.000	0.720
TERRAZZO MASON	BLD	41.880	44.880	1.5	1.5	2.0	10.55	12.51	0.000	0.940
TILE MASON	BLD	43.840	47.840	1.5	1.5	2.0	10.55	11.40	0.000	0.990
TRUCK DRIVER	ALL 1	35.650	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 2	35.800	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 3	36.000	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TRUCK DRIVER	ALL 4	36.200	36.200	1.5	1.5	2.0	7.250	6.319	0.000	0.250
TUCKPOINTER	BLD	43.800	44.800	1.5	1.5	2.0	8.280	13.49	0.000	0.670

Legend: RG (Region)

TYP (Trade Type - All, Highway, Building, Floating, Oil & Chip, Rivers)

C (Class)

Base (Base Wage Rate)

FRMAN (Foreman Rate)

M-F>8 (OT required for any hour greater than 8 worked each day, Mon through Fri.)

OSA (Overtime (OT) is required for every hour worked on Saturday)

OSH (Overtime is required for every hour worked on Sunday and Holidays)

H/W (Health & Welfare Insurance)

Pensn (Pension)

Vac (Vacation)

Trng (Training)

## Explanations

### KENDALL COUNTY

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

### EXPLANATION OF CLASSES

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

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

CERAMIC TILE FINISHER



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

#### COMMUNICATIONS TECHNICIAN

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

#### MARBLE FINISHER

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

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

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

#### OPERATING ENGINEER - BUILDING

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

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

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

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

Class 5. Assistant Craft Foreman.

Class 6. Gradall.

Class 7. Mechanics; Welder.

#### OPERATING ENGINEERS - HIGHWAY CONSTRUCTION

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

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

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

Class 4. Air Compressor; Combination - Small Equipment Operator; Directional Boring Machine; Generators; Heaters, Mechanical; Hydraulic Power Unit (Pile Driving, Extracting, or Drilling); Light Plants, All (1 through 5); Pumps, over 3" (1 to 3 not to exceed a total of 300

ft.); Pumps, Well Points; Vacuum Trucks (excluding hose work); Welding Machines (2 through 5); Winches, 4 Small Electric Drill Winches.

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

Class 6. Field Mechanics and Field Welders

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

#### OPERATING ENGINEERS - FLOATING

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

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

#### TRUCK DRIVER - BUILDING, HEAVY AND HIGHWAY CONSTRUCTION

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

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

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

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

#### TERRAZZO FINISHER

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

#### Other Classifications of Work:

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

#### LANDSCAPING

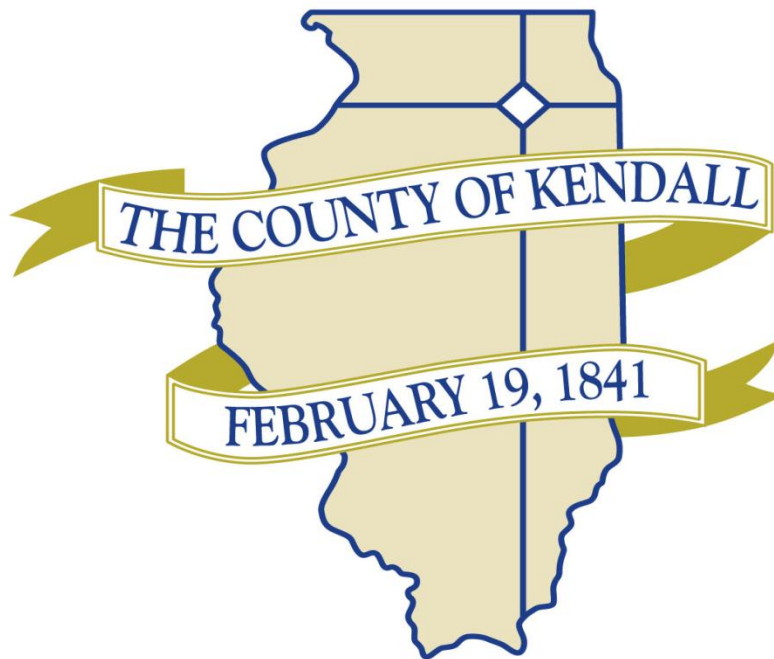
Landscaping work falls under the existing classifications for laborer, operating engineer and truck driver. The work performed by landscape plantsman and landscape laborer is covered by the existing classification of laborer. The work performed by landscape operators (regardless of equipment used or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

#### MATERIAL TESTER & MATERIAL TESTER/INSPECTOR I AND II

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

DRAFT- for Board Approval 6/16/16

# KENDALL COUNTY EMPLOYEE HANDBOOK



**Acknowledgement of Receipt  
Of  
Kendall County Employee Handbook**

**Notice of Receipt:**

I hereby acknowledge that I will read and abide by the Kendall County Employee Handbook.

---

Signature of Employee

Date

This acknowledgment form is to be signed and returned to be held in the employee's Personnel file.

## **Introductory Statement**

This Employee Handbook has been prepared as a reference guide. It is designed to give employees of the County an understanding of the basic policies and rules that are applicable to them, as well as the benefits available to them as County employees. Please note, however, that neither the handbook nor any of its individual terms constitute or represent binding contractual commitments between the County and its employees, or modify the prevailing at-will employment relationship.

The personnel policies, as prescribed herein, contain all official rules and regulations regarding the employment of individuals with the County and are compiled in accordance with the policies adopted from time to time by the County Board. These policies do not supersede Federal regulations, state laws, local Merit Commission rules and regulations, or collective bargaining agreements. In instances where there is conflict, the Employee Handbook is subordinate to union contracts and when union contracts are silent on issues, the County's Employee Handbook is to be implemented. These benefits, privileges and obligations are extended by the County in good faith and each employee is expected to fulfill his/her obligation in good faith. It is the employee's responsibility for reading and understanding this Employee Handbook.

The County Board reserves the right to unilaterally revise, supplement or discontinue any of the policies, rules or benefits described in this Employee Handbook. All employees will be duly informed of any such revisions, supplements or other changes.

In the interpretation of this handbook, the use of the masculine gender is understood to be used for clerical convenience only, and it is further understood that the use of the masculine gender shall include the feminine gender as well.



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## **CHAPTER 1 GENERAL REGULATIONS**

### **Section 1.1 DESIGNATION**

This handbook shall be known as the "KENDALL COUNTY EMPLOYEE HANDBOOK" and the same may be so cited and referred to for purpose of identification.

### **Section 1.2 SCOPE**

These policies do not supersede Federal regulations, state laws, local Merit Commission rules and regulations, or collective bargaining agreements.

It is the express purpose of this Employee Handbook to bring to the attention of all concerned those benefits, privileges and obligations that are desirable on the part of both the employer and the employee.

This instrument is also designed to bring to the attention of all concerned, practices approved by the County Board together with benefits available to each employee.

The personnel policies, as prescribed herein, contain official rules and regulations regarding the employment of individuals with the County and are compiled in accordance with the policies adopted from time to time by the County Board. Once adopted, the personnel policies prescribed herein supersede and cancel any prior inconsistent written or oral policies, practices and agreements.

These benefits, privileges and obligations are extended by Kendall County in good faith and each employee is expected to fulfill his/her obligation in good faith.

### **Section 1.3 CONSTRUCTION**

In the interpretation of this policy Employee Handbook, its provisions shall be construed as follows: where the context permits words in the masculine gender shall imply the feminine and neuter genders and words in the singular number shall imply the plural number. The descriptive headings of the various sections or parts of this policy Employee Handbook are for convenience only and shall not affect the meaning or construction nor be used in the interpretation of any of the provisions of this policy Employee Handbook.

### **Section 1.4 ADOPTION**

These rules and regulations are adopted only by official action of the County Board. A new policy may be introduced at any regular meeting of the Human Resources and Administration Committee of the County Board and referred to the County Board for action.

### **Section 1.5 REVISION**

The County Board may at any time abolish, alter, change, make additions to or otherwise amend these regulations by action at a regular or special meeting.

### **Section 1.6 INTERPRETATION**

Should any questions arise as to the proper interpretation of these regulations, the decision of the County Board shall be final. Department heads may adopt and enforce departmental regulations which clarify and add to these policies and which are not inconsistent with the policies of the County.

Section 1.7 SAVINGS CLAUSE

If any provision of this Employee Handbook or any application thereof should be rendered or declared unlawful, invalid or unenforceable by virtue of judicial action, or by an existing or subsequently enacted Federal or State legislation, or by Executive Order or other competent authority, the remaining provisions shall remain in full force and effect. In such event, the County shall maintain the right to incorporate substitute provisions for those provisions rendered or declared unlawful, invalid or unenforceable.

Section 1.8 DISTRIBUTION

A copy of these policies will be issued by the County and made available to all employees upon employment. Employees will be required to sign an Employee Acknowledgment form of Receipt, **which will then be kept in the employee's personnel file.** Any additions or significant changes to this Employee Handbook will be forwarded to each employee when adopted by the County Board. **It is the employee's responsibility to maintain that his/her Employee Handbook is kept current.**

Section 1.9 VIOLATIONS OF POLICIES

An employee is expected to abide by the policies in this Employee Handbook. Failure to do so will lead to appropriate disciplinary action. Documentation of policy violations is maintained in each individual's personnel file. A partial list of causes for possible disciplinary action is presented under Chapter VII, Section 7.2 of this Employee Handbook. This list is not to be considered all-inclusive.

Section 1.10 EQUAL EMPLOYMENT STATEMENT

Kendall County provides equal employment opportunities for all employees or prospective employees. It does not discriminate in its employment policies and practices against any person for any reason, including sex, color, race, religion, national origin, ancestry, age, marital status, military, veteran status (except for those dishonorably discharged), physical or mental disability or any other protected group status.

## CHAPTER II EMPLOYMENT POLICIES

### Section 2.1 DEFINITIONS OF EMPLOYMENT STATUS

A. FULL-TIME EMPLOYEES: A full-time employee shall be one who is employed full time on a minimum of thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, thirty (30) hours per week shall be utilized to determine full-time status.

B. PROBATIONARY EMPLOYEES: Employees who have been employed on a full-time or part-time year-round basis for a period of less than six (6) months and who will become full-time employees at the successful conclusion of six (6) consecutive months employment. Successful completion of the probationary period will not alter the employee's at-will employment status.

C. PART-TIME EMPLOYEES: Any employee who is employed on a less than thirty-four (34) hours per week basis for continuous service and who has completed a minimum of six (6) months of continuous work or service, interrupted only by absence with official permission. For employees hired prior to December 21, 1993, less than thirty (30) hours per week shall be utilized to determine part-time status. Part-time employees are not eligible for employee health and dental coverage. Sick/personal days are earned proportionate to the anticipated number of hours worked per month.

D. TEMPORARY EMPLOYEES: Temporary continuous appointment (i.e., a position which is clearly understood to be six (6) months in duration at the maximum) may be made for specified positions.

### Section 2.2 EMPLOYMENT PROCEDURES

- A. RECRUITMENT AND BACKGROUND REFERENCE CHECKS AND PREEMPLOYMENT INVESTIGATIONS: Department heads, including the County Administrator, should post an open position within a department on the County website to start recruitment efforts and promptly remove the posting at the time of application deadline. Elected Officials are encouraged to utilize the County website to post open positions in their offices.

All new employees of the County will be employed strictly on merit. When possible, references from the most recent employers must be received prior to hiring an individual.

Employment history and references should be verified prior to hiring new full time or part time employees including interns. Other pre-employment investigation may include criminal history and other matter when pertinent to performance of the position. ~~If the department head determines questionable history during the pre-employment investigation of the preferred candidate, the department head shall seek advice of their respective Board Committee prior to hiring the candidate.~~ Convictions, if disclosed by the applicant, will not absolutely prohibit employment, but will be considered in relation to the specific job requirements. Consideration will be given to factors such as the age and time of the offense, the seriousness and nature of the violation, the relationship between the conviction and the job, the nature and number of convictions and rehabilitation. Hiring decision will follow applicable state and federal laws including American with Disabilities Act and Employee Polygraph Protection Act.

Regardless of the nature and extent of the investigation into the applicant's background, investigations should be uniformly applied to all applicants.

All advancement will be made on the basis of ability and will include consideration of aptitude and attitude. Whenever possible, qualified employees will be upgraded to more responsible positions. If employment qualifications are equal, employees with longer service to the County will be given preference for advancement.

- B. **SELECTION:** Department Heads, including the County Administrator, have the authority to select a department's employees to work under the Department Head's or County Administrator's supervision within budget parameters set by the County Board and in accordance with state and federal laws and regulations. The County Administrator is provided the authority to recruit and recommend appointment of Department Heads to the County Board prior to the County Board's approval by simple majority of the Department Head appointment.

~~The selection of all employees, other than department heads, shall be handled in the following manner: All applicants shall make application through the appropriate supervisor or department head. The supervisor or department head shall recommend personnel to be employed to the next level of authority, department head, or County Board. This same policy of once removed authority shall also hold true for dismissal. The selection of and/or dismissal of a department head shall be made by a majority of the full County Board where applicable.~~

- C. **DISTRIBUTION OF KENDALL COUNTY EMPLOYEE HANDBOOK:** At the time of employment, this Employee Handbook will be made available to all employees.
- D. **EXAMINATION:** The County may conduct or arrange for examinations for such positions as may be deemed necessary and at such times and places as the needs of the County require. These tests will examine bona fide occupational qualifications of the position in question.
- E. **PHYSICAL EXAMINATION:** Employees may be required to submit to a physical examination. Such examination shall be conducted by a physician approved by the County. All such employees must be certified by the physician as being able to meet the physical requirements of their positions. The costs of the examination shall be incurred by the County or by the department requiring the examination.
- F. **DRUG TESTING:** The County reserves the right to require a drug test prior to employment or following a workplace accident. Those employees covered under collective bargaining agreements should refer to their contract requirements.
- G. **PERSONNEL FILE:** A personnel file will be established for all County employees. The County tries to balance the need to obtain, use and retain employment information with a concern for each individual's privacy. To this end, it attempts to maintain only the personnel information that is necessary for the conduct of its business or required by federal, state or local law. This information will be kept confidential and in the Office of Administrative Services or the employing department.

Reasonable access of an employee's personnel file for inspection by an employee or an authorized representative may be obtained upon written request by the employee. All requests for file inspection shall be governed by the Illinois Employee Access to Personnel Records Act, as amended, as well as the Illinois Freedom of Information Act, as amended.

The County shall provide the employee with the inspection opportunity within seven (7) working days after the employee makes the request, or if the County can reasonably show that such a deadline cannot be met, the County shall have an additional seven (7) work days to comply. Such access shall be limited to non-confidential personnel documents which are, have been, or are intended to be used in determining that employee's qualification for employment, promotion, transfer, additional compensation, discharge or other disciplinary action.

After the review time provided, an employee may obtain a copy of the information or part of the information contained in his personnel record. The County may charge a fee for providing a copy of such information

- H. **EMPLOYMENT ACKNOWLEDGEMENT:** A letter will be issued to successful candidates for all regular full-time positions. Included in this letter will be such information as job title, salary, expected starting date and other details pertinent to a newly hired employee. A copy of this letter, signed by the employee's immediate supervisor and the employee, will be maintained in the employee's personnel file.
- I. **CHANGE OF PERSONAL DATA:** It is to each employee's advantage to see that all personnel records are up to date. If there is a change in your name, address, telephone number, marital status, etc. at any time during your employment, notify your department head, the Treasurer's office, and the Office of

Administrative Services immediately. For any change in the number of tax exemptions claimed or change to an IMRF benefit, notify the Treasurer's office. For any changes affecting health and dental insurance coverage, notify the Office of Administrative Services. Having current and correct information is extremely important in cases of emergencies on the employee's part as well as the County's.

- J. NEPOTISM POLICY: The employment of a relative of any full-time Kendall County employee, in a full or part-time position, is prohibited if such employment shall cause the new employee to come under direct supervision of or provide direct supervision to the related full-time employee. For this purpose a relative is defined as: husband, wife, sister, sister-in-law, brother, brother-in-law, grandson, granddaughter, mother, father, aunt or uncle, mother-in-law or father-in-law, son, daughter, half children, stepchildren, daughter-in-law or son-in-law.

Full-time County employees will not be considered for promotion or transfer if such change shall cause the employee to come under, or to provide, direct supervision to a related County employee.

K. PROBATION:

1. Purpose: The probationary period shall be utilized for the most effective adjustment of a probationary full-time or part-time employee and for the release of any probationary employee whose performance does not meet the required standards of work. It is the final determination of whether the person should be given regular status. Successful completion of the probationary period will not alter the employee's at-will employment status.

2. Period of Time: All full-time and part-time employee appointments are made for a probationary period of six (6) months, during which time the employee's performance is subject to review as to his competency to carry out the assignments of the position for which he was employed.

Department heads may extend this probationary period to a maximum of an additional three (3) months if, in his opinion, it is necessary.

3. Regular Appointment: Appointment to full-time or part-time employee classification will be given to any probationary employee upon satisfactory completion of six (6) month probationary period in the position to which he was appointed.

4. Release: An employee serving his probationary period may be released at any time without the right of appeal or hearing.

5. Promotion and Reassignment: A full-time employee who is reassigned to any other position may be required to serve a probationary period not to exceed six (6) months in the new position. Part-time employees who have served six (6) months or over may, if appointed to a full-time position in the same class or position, acquire full-time status on the effective date of the transfer.

- L. SUPERVISION: Resolutions and organizational chart approved by the County Board shall clearly describe the organizational structure of the County shall be such that all employees have a clear understanding of their duties and/or to whom they are responsible or accountable.

Line of responsibility shall be direct. Supervisory responsibility descends from the top organization "through channels" to the employee who performs the units of work for which the respective department is organized. The employee who performs any unit of work reports to and is responsible to his immediate supervisor. No employee shall be required to be accountable to or direct the work of another employee of equal rank unless directed by the supervisor.

Section 2.3 SEPARATION PROCEDURES

- A. SENIORITY/WORK FORCE REDUCTIONS: Kendall County has historically offered its employees steady long-term employment. However, should general economic conditions or some phase of the County's operations change significantly, a reduction in work force may be necessary. This will only be done after careful analysis of the staffing required to provide essential services. Department heads,

subject to approval by the County Board or other appropriate boards, will determine which job classification will be affected by lay-offs.

Every effort will be made to transfer employees to another department rather than lay them off. When this is impractical, the department head will consider seniority where skill, qualifications, ability and performance factors are substantially the same in determining who to lay off.

Seniority is the continuous length of time an individual has been a regular full-time employee of the County. A person whose continuous regular employment with the County has been broken by a period of more than ninety (90) calendar days where he was not employed by the County and where he was not on sick leave or other approved leave of absence shall not have his service with the County prior to his resumption of regular employment counted as part of his seniority.

A regular full-time employee who is laid off only as a result of the necessity to reduce the number of County employees (reduction in force) will be given preference in filling positions which subsequently open and for which the employee is qualified.

B. RESIGNATION: A regular full-time or regular part-time employee resigning from a position should give sufficient notice of his intention to enable the County to make proper adjustments to procedure and staffing. Sufficient notice is two (2) weeks at a minimum. All regular full-time or regular part-time employee resignations shall be in writing and may contain the reasons for leaving. A resignation will be placed in the employee's personnel file. The department head, or County Administrator, or the appropriate County committee chairperson is authorized to accept all resignations for the department. Appropriate written notification should be initiated by the immediate supervisor and forwarded to the Treasurer's office and the Office of Administrative Services for resignations/terminations so all pertinent records and files can be updated.

C. EXIT INTERVIEW: Any time an employee permanently terminates employment with the County an exit interview may be scheduled with either his department head, human resources and/or the County Administrator.

The employee is encouraged to provide input into matters directly associated with their employment with the County, such as discussing job satisfaction, training both in-house and outside, employee's impression of supervision, compensation and employee benefits, and general suggestions for improvement of the delivery of services to residents.

D. RETURN OF COUNTY PROPERTY: An employee leaving County employment, whether through resignation, lay-off or dismissal, shall return any property including keys, equipment and identification cards in his possession to the appropriate location. Failure to return all County property may result in prosecution.

E. REINSTATEMENT: Employees who have resigned while in good standing may be rehired. The conditions of rehire will be as a new employee and there shall be no carry forward of accrued service time, unless the rehire date occurs within ninety (90) calendar days (Section 2.3A)

Employees who resign while awaiting disciplinary action or who are discharged shall not be eligible for re-employment.

F. EMPLOYEE REFERENCES:

All requests for reference information about a current or former County employee should be referred to the appropriate department head. It shall be the policy of the County that subjective or interpretive information about an employee's job performance will not be offered to those making reference inquiries. The County will only authorize the release of the following information:

- Job title
- General description of job responsibilities
- Length of employment (starting date, termination date)
- Final salary



Any other information provided by a department head will be considered a personal reference and the County will accept no responsibility for the information relayed.

#### Section 2.4 ILLINOIS CHILD LABOR LAW: EMPLOYMENT OF MINORS

The Illinois Child Labor Law regulates the employment of minors under the age of 16 and requires 14 and 15 year olds to have Employment Certificates. The Employment Certificates are issued by the County of local superintendent(s) of schools. While school is in session, children 14 and 15 years of age may work up to three hours per day; the combined hours in school and work may not exceed eight hours a day. When school is not in session (including summer vacation, holidays and weekends), children under the age of 16 may not work more than 8 hours a day; more than 6 days a week; more than 48 hours a week; between the hours of 7:00 PM and 7:00 AM (except between June 1 and Labor Day when working hours may be extended to 9:00 PM). A meal period of at least 30 minutes must be provided no later than the 5<sup>th</sup> hour of consecutive work. In addition, minors under the age of 18 will not be allowed to operate any mechanically powered equipment.

## CHAPTER III ADMINISTRATIVE POLICIES

### Section 3.1 RULES OF CONDUCT

Kendall County expects its employees to exercise mature judgment and common sense in their employment, to give conscientious attention to their duties, to maintain a high level of efficiency and to conduct themselves in a manner that reflects well upon themselves, as well as on the County.

- A. **DRESS AND APPEARANCE:** The personal appearance of employees conveys to the public a general impression of the organization. The attire of the employee on the job should be in good taste, neat, clean, and appropriate for the duties performed. Each department head is responsible for establishing a reasonable dress code appropriate to the job the employee performs. Safety equipment and attire will be required for certain jobs. If required, uniforms and tools for specialized jobs will be provided.
- B. **EMPLOYEE COOPERATION:** As a part of a team providing services for the benefit of the public, each employee must cooperate with fellow workers and the public in order to set a high standard of work performance. Unwillingness or failure to cooperate shall be cause for disciplinary action.

The total staff of the county must function as a team, and each employee is required to make a positive contribution in the interest of reflective and efficient public service.

### Section 3.2 HOURS OF WORK

- A. **WORK WEEK:** The standard work hours for County employees will be thirty-seven and one half (37 ½) hours per week. Most County offices are open from 8:00 a.m. to 4:30 p.m. Monday through Friday. The actual hours that an employee will work will be determined by the department head or elected official in accordance with the office hours approved by the County Board or authorized by statute. An employee may have one (1) hour for lunch and two (2) rest periods (one in the morning and one in the afternoon) of fifteen (15) minutes each. All offices will be open during lunch and coffee breaks, unless designated otherwise by the departmental committee.
- B. **OVERTIME:** Each position authorized by the County Board shall be designated as exempt or non-exempt in accordance with the provisions of the Fair Labor Standards Act.

Exempt positions are not eligible for overtime compensation either in the form of additional pay or time off.

Non-exempt positions are eligible for straight time overtime compensation for hours worked beyond the normal work week up to and including 40 hours per week. At the employee's option, non-exempt positions may accumulate additional time off for hours worked beyond the normal work week up to and including 40 hours per week. All hours worked beyond 40 in a work week shall be compensated at the discretion of the department head at either premium pay overtime rates (1.5 times the regular hourly rate) or with compensatory time at 1.5 times the regular hourly rate. For the purposes of this computation, non-exempt salaried employees will have their hourly salaries calculated. The employee shall be permitted to use such compensatory time within a reasonable period after making a request for usage provided such usage does not unduly disrupt the operations of the department. The employee may not accrue more than five (5) days of compensatory time within each County fiscal year. All additional time beyond five (5) days shall be at the premium pay rate. All compensatory time must be taken within the year that it is earned.

Working in excess of the normal work hours within a work week requires prior approval by the employee's supervisor. The supervisor and the employee must agree, prior to working beyond the normal work hours, how time is to be compensated (i.e. compensatory time or cash payment).

All department heads are required to submit a report at the end of the fiscal year with a notation on their budget of the amount of overtime and compensatory time given to each employee.

- C. **ATTENDANCE:** It is the responsibility of the department head/elected official or designee to prepare and maintain attendance records.

When a reporting employee is absent from a normally scheduled work day or absent from accepted overtime assignment, that employee is required to report that absence. When an employee knows he or she will be absent, that absence should be reported as far in advance as practical. All absences must be reported to the employee's supervisor or department head. A physician's statement may be required for absences in excess of three consecutive work days. Excessive absenteeism may result in disciplinary action up to and including termination.

- D. **EMERGENCY CLOSURES:** County facilities shall be open at all times during regular business hours. If an employee is unable to come in to work, the employee will make up the lost time. The buildings will be open in all instances except for a disaster. The County Board Chairman or his designee will determine to close buildings whenever necessary.

- E. **SUGGESTIONS:** Employees are urged to make any suggestions they feel will be of benefit to the County and which would save time, reduce waste, promote safety and increase efficiency. Suggestions should be made to department heads, supervisors, ~~the Employee Relations/Safety Committee~~, or the Office of Administrative Services.

### Section 3.3 SAFETY

Kendall County policy is to provide safe and pleasant working conditions for all employees. Department heads are required to follow insurance company recommendations for safety and utilize good judgment regarding health and safety for all employees. Should an employee incur a job-related injury or illness, the County provides insurance coverage for medical care and lost time from work. Upon occurrence of an accident or emergency, the employee's immediate supervisor should be notified immediately. Delay in filing official notice may result in loss or delay in receiving benefits.

The County of Kendall develops, implements, and administers an all-encompassing safety program. The County maintains that its residents and employees are its most important asset. Therefore, their safety is the County's greatest responsibility. In all of the County's assignments, the health and safety of all should be the utmost consideration.

Department heads and supervisory personnel at all levels of the County work force are directed to make safety a matter of continuing concern, equal in importance with all other operational considerations.

This program is part of management procedures designed to efficiently utilize County capital and personnel.

Every department head or director is responsible for developing positive safety attitudes among all the personnel under his or her supervision, and emulating a safety program in conjunction with the County program that will reduce conditions that can cause unnecessary injuries and accidents. It will also be the department head's or director's responsibility to advise the Board Chairman of any federal, state and local standards with which compliance is felt to be lacking. Within the operational activities of any endeavor, there may be exposure to personal injury or property damage. A review of operations should include consideration of hazards which could be present. The possibility of unsafe job procedures and/or improper equipment can also contribute to the occurrence of an accident. Accidents are unplanned events which through proper planning can be minimized. Continual emphasis on safe working has been shown to significantly reduce injuries, property damage and work interruption. Every employee is charged with the responsibility of supporting and cooperating with the County Safety Program. All employees are expected, as a condition of employment, to adopt the concept that the safe way to perform a task is the most efficient and the only acceptable way to perform it. Safety adherence and performance will be considered as an important measure of supervisory and employee performance evaluation.

Kendall County Government facilities are currently subject to the 2000 International Fire Code which prohibits open flames in any area where combustible material is utilized or stored. Open flames can cause unpredicted fire and water damage. The County Board of Kendall County has resolved candles and other open burning are expressly prohibited in all buildings owned, leased or maintained by Kendall County Government. (Resolution No. 03-10 dated 8/19/03)

#### Section 3.4 REPORTS OF INJURY

- A. **SAFE WORK HABITS:** Each employee is required, as a condition of employment, to develop and exercise safe work habits in the course of their employment, to prevent injuries to themselves, their fellow employees and to conserve County property and equipment.
- B. **REPORTING:** Employees who are injured or become ill while performing their duties for the County shall make an immediate report of the injury to their immediate supervisor. The failure of an employee to report an on-the-job injury or illness shall be deemed to be grounds for disciplinary action up to and including discharge. Every injury, including those not requiring medical attention, shall be reported in writing to the Office of Administrative Services by the injured employee's supervisor within twenty-four (24) hours of the injury. Department Heads shall be responsible for notifying the Office of Administrative Services of all injuries reported by employees under their jurisdiction and shall insure that proper written reports are prepared and forwarded to the Office of Administrative Services for insurance purposes in a timely manner.
- C. **IMMEDIATE MEDICAL CARE:** If an employee is injured to such an extent that the employee requires immediate medical care, the employee shall go immediately to a physician after notifying his/her supervisor.
- D. **RETURN TO WORK:** After medical attention, if the employee is released for regular or light duty, if available, the employee shall obtain from the attending physician a certification that the employee can return to work. Employees shall be required to release all medical information relative to the injury to the County's authorized agents. In addition, the employee shall be responsible for securing the necessary documentation to justify worker's compensation payments. In the case of an employee who has been released for light duty, said employee may be placed on light duty, if available.

#### Section 3.5 OTHER ADMINISTRATIVE POLICIES

- A. **CONFERENCES AND PROFESSIONAL ORGANIZATIONS:** In order for staff employees to keep abreast of new concepts and new methods of doing business, employees are encouraged to affiliate with professional organizations. County sponsored memberships and attendance at conferences and workshops must have prior approval by the Budget and Finance Committee during budget deliberations.
  - Employees are not prevented from obtaining travel tickets and monies in advance for approved trips.
  - Reimbursement of lodging expenses shall be for a normally single room rate. Reimbursement of travel expenses shall be for the means of travel that is the least expensive and/or the most practical.

When attending a training seminar/conference which requires the use of the employee's personal vehicle, the employee shall be reimbursed at the mileage rate in accordance with the Internal Revenue Service's established rate.

The County does not discourage the attendance of spouses; however, cost for their attendance, lodging and other related expenses will not be incurred by the County.

- B. **EMPLOYEE WEBPAGE & DEPARTMENT BULLETIN BOARDS:** Emails, employee webpage, Bulletins and department bulletin boards are the County's "official" way of keeping everyone informed

about new policies, changes in procedures and special events. Information of general interest is posted regularly emailed and posted on the County's employee webpage and department bulletin boards. Other than postings allowed or required by bargaining unit agreement, all postings on department bulletin boards must be approved by the department head. Department bulletin boards shall not be used to distribute campaign material on behalf of any candidate for elective office or for or against any referendum question. Please form the habit of reading the County employee website and department bulletin boards regularly so that you will be familiar with the information posted on it. The County Board shall have the option of directing the removal of inappropriate material from all department bulletin boards.

- C. POLITICAL ACTIVITIES AND CONTRIBUTIONS: Kendall County employees have a constitutional right to engage in political activity through voluntary political contributions or voluntary political work. Nothing should be done to abridge the constitutional right of an employee to participate in the political process. An individual's employment with the County will not require him to participate in any political activity.

While in a duty status during regular working hours, Kendall County employees shall not participate in political activities.

No employee shall use or threaten to use the influence of his position of employment to coerce or to inhibit.

The County policy incorporates all the stipulations and provisions the County of Kendall Ethics Ordinance as amended by the County Board on September 18, 2012, and as may be amended by the County Board thereafter. The ordinance prescribes that employees shall not intentionally perform any prohibited political activity during any compensated time, as defined in the Ethics Ordinance. Further, no employee shall intentionally use any property or resource of the County of Kendall in connection with any prohibited political activity. Prohibited political activities include the distribution of campaign material on behalf of any candidate for elective office or for or against any referendum question.

- D. FLOWERS, DONATION AND GIFTS: any flowers, plants, donations or other gifts given voluntarily by a department's employees as an expression of sympathy or illness or in celebration of a marriage, birthday, retirement or other occasion shall be made by employee donation.

An expression of sympathy or long-term illness will be sent to any full-time employee or his/her immediate family member (father, mother, child or spouse) by the Office of Administrative Services on behalf of the County Board members and the County's employees.

- E. GIFTS AND GRATUITIES: The County has a policy in place modeled after the State of Illinois Act which states that employees shall not solicit or accept, directly or indirectly, any gift, gratuity, favor, entertainment, loan or other thing of monetary value, except those of nominal value from any person, corporation or other organization, as outlined in the State Ban Gift Act.

- F. AUTO INSURANCE: Employees required to use their own vehicle on County business must have auto insurance with at least the following coverage:

- \$20,000 for injury or death of one person in an accident;
- \$40,000 for injury or death of more than one person in an accident;
- \$15,000 for damage to property of another person

The defense and indemnity by the County will be, in all cases, secondary to the policy coverage mentioned above. It is the responsibility of each employee to maintain coverage as specified and by driving a vehicle while on the job, it is assumed that coverage is in force.

- G. USE OF COUNTY EQUIPMENT AND VEHICLES: Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance and follow all operating instructions, safety standards and guidelines.

The employee should not use or allow the use of County property for any activity other than official, approved duties.

Notify the supervisor if any equipment, machines, tools or vehicles appear to be damaged, defective or in need of repair. Prompt reporting could prevent the deterioration of equipment and possible injury to employees or others. Failure to report damage caused by accidents with County equipment and vehicles shall be considered grounds for disciplinary action up to and including discharge. The supervisor can answer any questions about an employee's responsibility for maintenance and care of the equipment or vehicles used on the job.

The improper, careless, negligent, destructive or unsafe use or operation of vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

- H. USE OF COUNTY OFFICE EQUIPMENT: Office equipment such as computers, printers and copiers must also be used with care by County employees. If any office machinery becomes inoperable or requires service, employees are to notify their supervisor and arrange for the necessary repair.
- I. NO SOLICITATION: Solicitation will not be permitted during working time or during non-working time in areas where it will disturb other employees who are working. Distribution or circulation of printed material by employees will not be permitted during working time or during non-working time in areas where it will disturb other employees who are working nor will distribution be permitted at any time, including working and non-working time, in working areas. "Working time" refers to that portion of any work day during which an employee is supposed to be performing any actual job duties; it does not include other duty free periods of time. Solicitation and distribution by non-employees on County property is strictly prohibited. ~~The sole exception to the rule's restrictions is the allowance of an annual campaign for the United Way.~~

### Section 3.6 WORKPLACE VIOLENCE

The County's policy is to strive to maintain a work environment free from intimidation, threats, or violent acts. This includes, but is not limited to, intimidating, threatening or hostile behavior; physical abuse; vandalism; arson; sabotage; use of weapons; carrying unauthorized weapons of any kind while on duty, in county vehicles or on County property; or any other act, which, in your supervisor's opinion, is inappropriate to the workplace. In addition, jokes or offensive comments regarding violent events will not be tolerated and may result in disciplinary measures.

If an employee feels he has been subjected to any of the behaviors listed above or has witnessed such behavior, he is requested to immediately report the incident to his immediate supervisor, department head or to the County Administrator. Complaints will be investigated. Based upon the results, disciplinary action up to and including termination will be taken against the offender, if appropriate.

The employee is also empowered to contact the proper law enforcement authorities without first informing the employee's supervisor if he reasonably believes a threat to his safety or that of others exists.

### Section 3.7 IDENTITY-PROTECTION POLICY

Kendall County, Illinois ("Kendall County") adopts this Identity-Protection Policy pursuant to the Identity Protection Act. 5 ILCS 179/1 *et seq.* The Identity Protection Act requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) agencies collect, maintain, and use.

#### SSN PROTECTIONS PURSUANT TO STATE LAW

Whenever an individual is asked to provide the Kendall County with a SSN, Kendall County shall provide that individual with a statement of the purpose or purposes for which Kendall County is collecting and

using the Social Security number. Kendall County shall also provide the statement of purpose upon request. That Statement of Purpose is attached to this Policy.

KENDALL COUNTY SHALL NOT:

- A. Publicly post or publicly display in any manner an individual's SSN. "Publicly post" or "publicly display" means to intentionally communicate or otherwise intentionally make available to the general public.
- B. Print an individual's SSN on any card required for the individual to access products or services provided by the person or entity.
- C. Require an individual to transmit a SSN over the Internet, unless the connection is secure or the SSN is encrypted.
- D. Print an individual's SSN on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed. SSNs may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the SSN. A SSN that is permissibly mailed will not be printed, in whole or in part, on a postcard or other mailer that does not require an envelope or be visible on an envelope without the envelope having been opened.

In addition, Kendall County shall not:

- A. Collect, use, or disclose a SSN from an individual, unless:
  - 1. Required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of the County Clerk and Recorder's duties and responsibilities;
  - 2. The need and purpose for the SSN is documented before collection of the SSN; and
  - 3. The SSN collected is relevant to the documented need and purpose.
- B. Require an individual to use his or her SSN to access an Internet website.
- C. Use the SSN for any purpose other than the purpose for which it was collected.

Requirement to Redact SSNs

Kendall County shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. Kendall County shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, Kendall County shall request each SSN in a manner that makes the SSN easily redacted if required to be released as part of a public records request. "Redact" means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

Employee Access to Social Security Numbers

Only employees who are required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs are trained to protect the confidentiality of SSNs.

Training shall include instructions on the proper handling of information that contains SSNs from the time of collection through the destruction of the information.

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1 These prohibitions do not apply in the following circumstances:

(1) The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.

(2) The disclosure of SSNs pursuant to a court order, warrant, or subpoena.

(3) The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.

(4) The collection, use, or disclosure of SSNs for internal verification or administrative purposes.

(5) The disclosure of SSNs to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.

(6) The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.



## STATEMENT OF PURPOSE FOR COLLECTION OF SOCIAL SECURITY NUMBERS

The Identity Protection Act, 5 ILCS 179/1, *et seq.*, requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual's Social Security number (SSN). This statement of purpose is being provided to you because you have been asked by Kendall County to provide your SSN or because you requested a copy of this statement.

### WHY DO WE COLLECT YOUR SSN?

You are being asked for your SSN for one or more of the following reasons:

- The SSN is included in mortgage documents;
- The SSN is included in a lien filed against a piece of property;
- The SSN is included in other property records filed with the County;
- Vital records;
- Criminal background checks and internal verification;
- Billing purposes;
- Compliant mediation or investigation;
- Vendor services, such as executing contracts and/or billing;
- Internal verification;
- Administrative services; and/or

### WHAT DO WE DO WITH YOUR SSN?

- We will only use your SSN for the purpose for which it was collected.
- We will not:
  - o Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
  - o Publicly post or publicly display your SSN;
  - o Print your SSN on any card required for you to access our services;
  - o Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
  - o Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

### Questions Or Complaints About This Statement Of Purpose?

Please submit your questions or complaints in writing to: Kendall County, Illinois, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Yorkville, Illinois 60560.

## CHAPTER IV COMPENSATION AND PERFORMANCE

Section 4.1 PAY AND CLASSIFICATION PLAN: The pay plan includes the minimum and maximum rate of pay for each position. It represents an orderly method of determining the salary of the position for the work performed.

Salary ranges shall be determined with regard to objective criteria:

- A. Ranges of pay for other County positions
- B. Relative difficulty and responsibility of positions
- C. Availability of employees in particular occupational categories
- D. Rates of pay in other jurisdictions
- E. The financial policies of the Counties

And such other considerations which may be appropriate.

Section 4.2 PAY PERIODS: The frequency of pay periods has been established for the maximum convenience of both the County and its employees

PROCEDURE: Employees are paid once every two weeks on Fridays (26 pay periods per year). When a payday falls on a holiday, the paycheck is distributed on the preceding workday.

### Section 4.3 JOB DESCRIPTION

#### A. PURPOSE:

Effective job descriptions aid the County in areas of recruitment, compensation, legal compliance and performance.

#### B. RESPONSIBILITY:

Department Heads may revise job descriptions as long as additional head count is not added and the revisions are reviewed for compliance by human resources and State's Attorney's Office.

#### C. FREQUENCY:

Department heads should follow good management practice by regularly reviewing job descriptions every two years.

### Section 4.4 PERFORMANCE APPRAISAL

#### A. PURPOSE:

The County has developed a uniform performance appraisal system for all full-time employees. Pursuant to this system, an employee's performance is evaluated for the purpose of effective personnel control in matters including but not limited to the following: promotions, transfers, demotions, discipline, terminations and salary adjustments.

#### B. RESPONSIBILITY:

Performance appraisals are done by the immediate supervisor who is responsible for the work of the employee being evaluated. The immediate supervisor will discuss the performance appraisal with the employee. Performance appraisals become part of the employee's personnel records and a copy of each shall be submitted to Administrative Services and to be contained in the employee's personnel file. Department heads' performance appraisals will be completed by the County Administrator and the County Administrator's performance appraisal will be completed by the County Board, done by the committee chairman to which they report.

#### C. FREQUENCY:

Immediate supervisors shall appraise regular full-time employees on the basis of performance, efficiency, dependability, adaptability and other relevant job-related criteria at the end of the sixth (6<sup>th</sup>) month of their probationary period and within the months of June or July in the month of July of each subsequent year of employment.

D. FORM:

The County approved personnel appraisal form will be utilized for this review process.

E. UNSATISFACTORY EVALUATION:

Any employee receiving an unsatisfactory evaluation is ineligible for a pay increase. They will be subject to appropriate disciplinary action up to, and including, dismissal.

~~F. APPEAL:~~

~~If an employee is not in agreement with his performance appraisal, he may request another interview with his reviewing supervisor. If an agreement is not reached, the employee may appeal in writing within five (5) work days to the next level reporting authority, i.e. department head or County Administrator committee to which the department head reports for an impartial review of his service appraisal. A written decision shall then be rendered sustaining or modifying the rating to the employee within five (5) work days.~~

G. COMPLETION OF PROBATIONARY PERIOD: ~~PERFORMANCE APPRAISAL:~~

Non-bargaining unit employees short of completing their six months probationary period by the start of the new fiscal year (December 1) may be eligible for a salary increase after satisfactory completion of six months probation. The department head is required to plan such an increase and receive approval during the County's regular budget process. The department head has the discretion to give the increase, however, is not required to do so.

## **CHAPTER V BENEFITS**

### **Section 5.1 INSURANCE – EMPLOYEES AND DEPENDENTS:**

This portion of the Employee Handbook contains a very general description of the insurance benefits to which you may be eligible to receive as an employee of the County. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of Administrative Services. The actual plan documents, which are available by making a written request to the County Administrator, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the County and its employees, retirees or their dependents, for benefits or for any other purpose. The County reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including insurance carriers, health maintenance organizations, self-insurance, and/or any health benefits that may be extended to an employee's dependents. Further, the County reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of the plan.

The County provides life insurance, accidental death and dismemberment insurance, and dental insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. To be eligible for these benefits, an employee must consistently work a minimum of thirty-four (34) hours per week. Dental and life insurance coverage shall commence on the first of the month after the employee has completed thirty (30) consecutive calendar days of continuous active employment with the County and shall cease on the last day of the month in which any of the following events occur: the employee's final day of employment; when regularly scheduled hours are reduced below 34 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

The County also provides medical and hospitalization insurance to the employee and the employee's qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. Dependent coverage at group rates is available. To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week.

At the employee's option, the employee may elect coverage through any one of the applicable health insurance plans made available by the County. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee's election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the County.

Health insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the

paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans providing they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the benefits fair held by the County for its employees.

#### Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: a reduction in the employee's working hours; termination of employment for reasons other than gross misconduct; divorce or legal separation; death of the employee; leave of absence; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee and/or qualified beneficiary pay the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The County will provide the employee with written notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance marketplace. The County will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

Section 5.2 **WORKERS' COMPENSATION:** The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or illness arising out of and in the course of employment.

A. When an employee suffers an on-the-job injury, a "Report of Injury" form must be completed in every instance. If medical attention was required as a result of the injury or illness, a claim will then be filed with the Office of Administrative Services by the hospital and/or attending physician as directed by the employee receiving treatment.

B. All expenses involved with the treatment of the illness or injury are covered by the State of Illinois Workers' Compensation Act.

Section 5.3 EDUCATIONAL REIMBURSEMENT:

Qualified employees of the County and/or its elected offices may be eligible to apply for and receive up to a maximum of fifty percent (50%) reimbursement for qualified educational expenses. For purposes of this policy, "qualified educational expenses" include only the cost of the employee's tuition and required books for up to one (1) educational or training course per semester or quarter toward the employee's undergraduate or graduate degree. The course work must be directly related to the employee's job functions or proposed job functions.

To be eligible for educational reimbursement pursuant to this policy, the employee must be a full-time, active employee of the County and/or a County elected office who has completed at least one (1) year of continuous service immediately prior to the start of the course for which the employee is seeking reimbursement. For purposes of this policy, "full-time active employee" means an employee who is regularly scheduled to work a minimum of 37.5 or more hours per week and who is not on a leave of absence at the time of taking the course.

An employee's eligibility shall cease upon notice of termination of employment. No educational reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed prior to the date of termination of employment.

An employee shall not be eligible to receive educational reimbursement from the County if the employee receives educational reimbursement from a third party (e.g., veterans' tuition assistance). If an employee receives educational reimbursement from the County and a third party, the employee shall promptly return all educational reimbursement payments received from the County. Failure to do so may result in disciplinary action up to and including termination of employment.

To qualify for educational reimbursement, the employee must seek approval in writing in advance from (a) the employee's department head/elected official and (b) the HR/Administration Committee Chairman or Chairman of the County Board. When educational reimbursement is approved by the employee's department head/elected official, the employee must submit a signed educational reimbursement agreement to the Office of Administrative Services no less than thirty (30) calendar days and no more than six (6) months prior to the start of the course. Failure to timely provide a completed, signed educational reimbursement agreement to the Office of Administrative Services may result in denial of the educational reimbursement.

To qualify for educational reimbursement, the employee's course work must be directly related to the employee's job functions or proposed functions (as determined by the employee's department head/elected official); be accomplished outside of working hours; be from an accredited institution of learning; and the employee must receive a passing grade of "B" or higher and not exceed reimbursement for one class per semester (or quarter).

Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation", as determined by the employee's department head/elected official.

If the educational or training course work is not part of the employee's degree program but (a) is necessary to meet the specific and current job description and (b) is required by the department head/elected official, then tuition and books may be reimbursed at one hundred percent (100%) from the employee's department or elected office budget, at the sole discretion of the department head/elected official.

If an employee leaves the employment of Kendall County or a County elected office within one (1) year after the employee receives payment from the County for tuition reimbursement, the employee shall

reimburse the County for all educational reimbursement paid to the employee during the previous year or have the total educational reimbursement amount withheld from the employee's final paycheck.

If an employee's application for tuition reimbursement is approved, the employee must submit paperwork to the Office of Administrative Services, which identifies the institution of learning, name of course with completion date, grade, an original receipt showing the total costs incurred for the course (per credit hour) and/or books for which the employee is seeking reimbursement, and any other documentation as requested by the Office of Administrative Services. All such paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement. For purposes of this policy, "course completion" is defined as the date the employee receives his or her grade for the course.

An employee's submission of the educational reimbursement agreement shall not create a contract or guarantee of reimbursement upon submission of an application for education reimbursement and/or completion of the course. The total number of employees receiving educational reimbursement benefits and the amount of educational reimbursement are subject to any budget limitations. The County may withdraw its approval of and/or deny any pending application(s) for educational reimbursement once the County's budgeted educational reimbursement amount has been disbursed for the fiscal year.

Any written agreements regarding educational reimbursement that were approved by the employee's elected official/department head prior to this policy will be handled on an individual basis. Also, in the event of a conflict between this policy and specific educational reimbursement provisions in an applicable union contract, the applicable union contract language shall prevail.

Section 5.4 CREDIT UNION: All regular full-time and part-time employees and their immediate families, as well as retired employees, are welcome to join the Aurora Earthmovers Credit Union. Employees can join any time beginning with the first day of employment. Please call the Credit Union for further details.

Main Office Location:	2195 Baseline Road Oswego, Illinois 60543
Telephone:	630.844.4950
Satellite Office:	Washington Street & Route 71 Oswego Plaza Oswego, Illinois 60543
Telephone:	630.554.4040 Satellite Office closed on Wednesday

## Section 5.5 EMPLOYEE ASSISTANCE PROGRAM

The successful operation of the County depends on the physical and psychological health of all its employees. To attain that goal, the County has available to all employees, an Employee Assistance Program (EAP) which is designed to provide a confidential service for our employees whose personal problems are affecting their abilities to function at top efficiency in their work. This service is available to all employees and their immediate families. Professionals are specially trained in specific problem areas, including:

- Alcoholism
- Domestic violence
- Drug dependency
- Eating disorders
- Emotional illness
- Family problems
- Financial problems
- Legal problems
- Marital conflict

### Confidentiality and EAP Procedure

Confidentiality is one of the most important aspects of the program. If an employee contacts the Employee Assistance Program directly, no one in the County will know about it unless they tell them. No information concerning the nature of their problem will be released without their written consent. Participation in the Employee Assistance Program will not affect future promotional opportunities. The County assumes the costs for the Employee Assistance Program assessment and referral. Other costs, like treatment, may be covered in part or in full by the group insurance plan. Asking for assistance does not mean that an employee will be obligated to accept or continue it.

The Employee Assistance Program can be reached at 1.800.272.7255

## Section 5.6 DEFERRED COMPENSATION:

Kendall County has adopted deferred compensation plans that make it possible for employees to defer income and the payment of taxes on these deferred amounts until a later date. The County places this money in a tax deferred investment of the employee's choice to earn tax deferred interest until he is ready to receive distributions, usually at retirement.

Deferred compensation is a convenient method of accumulating money to help meet future financial objectives. It is not intended for savings or for investments of a short-term nature since monies deferred are generally not available unless an employee terminated employment or retires.

The treasurer's office can provide further information on this program.



Section 5.7 RETIREMENT: The Illinois Municipal Retirement Fund provides employees of local governments and school districts in Illinois with a sound and efficient system for the payment of retirement, disability and death benefits. These benefits, payable to qualifying members are in addition to those provided by Social Security.

#### Employees Covered

Participation is compulsory at the time of employment if the employee occupies an IMRF qualified position; that is, one normally expected to require performance of duty for 600 or more hours in the next 12 months. It is the expected annual hourly requirements that determine participation. Actual hours worked may be more or less than the hours expected.

#### IMRF Funding

Benefits are funded by employee and employer contributions. Employees pay 4½% of their earnings through payroll deductions. Sheriff's law enforcement personnel pay 7.5% of annual earnings. Member contributions are not subject to either Federal or Illinois income tax when paid to IMRF.

A comprehensive brochure is available in the County Treasurer's Office which outlines death, disability and retirement benefits under IMRF. The County Treasurer is the authorized IMRF agent for the County. Also, an IMRF representative is available to answer any questions.

Section 5.8 IMRF DISABILITY BENEFIT: Participating employees (IMRF) are eligible for IMRF disability benefits if they have a non-work related illness or injury which prevents the performance of job duties. The employee must have at least twelve (12) months continuous IMRF participating service immediately before being disabled, is under age 70, and not receiving any earnings from the County (salary, vacation pay, sick pay). In addition, the disability for which benefits are claimed cannot be the result of a condition which existed prior to the first date of the member's participation.

It is the employee's responsibility to apply for I.M.R.F. disability benefits when it is determined by the employee's physician that the employee will be disabled for more than 30 days in a row.

After the employee has applied to I.M.R.F. and certified to receive disability benefits, the employee must use ten (10) consecutive work days of sick/personal leave (whether paid or unpaid) for this specific illness or injury. After the employee has taken ten (10) consecutive work days of sick/personal leave, the County will provide full pay for scheduled work days and paid holidays until the date I.M.R.F. disability benefits commence. Employees should consult current IMRF publications for details on benefit amounts. (Revision dates 12-16-03 & 8/19/2008)

In lieu of utilizing unpaid sick/personal leave, the employee may elect to use vacation days to satisfy the ten (10) day requirement. The employee may also use accrued sick leave or vacation days to forestall the 50% disability pay.

If an employee is disabled but wants to re-enter the work force, the County offers a trial work period. The employee may be able to return to work part time without losing all of their IMRF disability benefits.

Under the IMRF's trial work period, a disabled employee may return to work part time as a way of easing back into the work force. IMRF disability benefits would be reduced dollar-for-dollar by the amount of trial work earnings. IMRF will do this for up to twelve (12) months. One trial work period is allowed for each disability. IMRF disability benefits will stop if the employee returns to work full time or for as many hours as was normal before the disability occurred.

## CHAPTER VI PAID AND UNPAID LEAVES

### Section 6.1 VACATIONS:

All regular full-time employees are eligible for paid vacation benefits. The length of eligible service is calculated on the employee's date of hire. Eligible employees shall earn vacation time in accordance with the following schedule:

0-6 Years of Service	10 paid vacation days
7-14 Years of Service	15 paid vacation days (the first day of the month following the employee's completion of their 6 <sup>th</sup> Anniversary).
15 or More Years of Service	20 paid vacation days (the first day of the month following the employee's completion of their 14 <sup>th</sup> Anniversary).

Vacation accrual is earned and credited at the conclusion of each month, as outlined in the following table:

YEARS OF SERVICE	DISTRIBUTION AT BEGINNING FIRST OF MONTH	ANNUAL TOTAL
0-6 years	6.25 hours or .83 days	10 days (75 hours)
7-14 years	9.375 hours or 1.25 days	15 days (112.5 hours)
15 or more years	12.5 hours or 1.67 days	20 days (150 hours)

A. VACATION AVAILABILITY: This vacation will be available to all employees as earned with distribution at the end of each month. Part-time employees working a minimum of one thousand forty (1,040) hours annually, twenty (20) hours per week, shall be entitled to vacation time on a pro rata basis.

B. VACATION SCHEDULES: Vacations will be scheduled with prime consideration given to the efficient operation of each department. While employee's requests will be honored whenever possible, final approval must be given by the department head, ~~or appropriate County committee chairperson.~~ **Department heads must seek approval of vacation requests from the County Administrator.**

C. MAXIMUM ACCUMULATION: Employees shall be allowed to carry over from month to month no more than one-and-one half (1 ½) times an employee's annual accrual rate. For example, a second (2<sup>nd</sup>) year employee can carry over no more than fifteen (15) days of vacation leave from one month to the next.

D. VACATION/COMPENSATORY TIME PAYMENT UPON TERMINATION OF EMPLOYMENT: Any employee leaving the County in good standing shall be compensated for vacation leave and compensatory time earned and unused at the date of termination of employment, at the employee's current pay rate.

E. HOLIDAYS DURING VACATION LEAVE: Whenever a paid holiday falls during an authorized vacation leave, the employee's leave on the date of the paid holiday shall be considered a holiday for payroll purposes, and shall not be charged to the employee's accumulated vacation leave.

For active employees, no salary payment shall be made in lieu of vacation not taken on a yearly basis.

Section 6.2

SICK/PERSONAL DAYS: The personnel policy regarding sick leave and personal leave for Kendall County employees stipulate that:

A. Sick leave and personal leave are one and the same during the year they are earned. Unused sick/personal leave is carried over each year as accrued sick leave (not personal leave) and may be accumulated to a sum not to exceed two hundred forty (240) days. Upon termination with the County, the employee is not entitled to additional compensation for any unused sick/personal days in the current year or any accrued sick days from prior years.

Retiring IMRF members, 55 years and older, qualify for a maximum of one year of additional pension service credit for unpaid, unused sick leave accumulated at the rate of one month for every 20 days of unpaid, unused sick leave or fraction thereof.

B. All full-time County employees are granted twelve days of sick/personal leave on the first day of the fiscal year (December 1). Permanent part-time County employees earn sick/personal leave proportionate to their average number of hours worked per month.

Beginning December 1, 1999 new full-time employees will be granted sick/personal days as follows:

<u>Commencing Work</u>	<u>Days</u>
Dec., Jan., Feb.	12
March, April, May	9
June, July, August	6
Sept., Oct., Nov.	3

C. Each County employee has the option of trading up to twelve days of their current annual unused sick/personal leave benefit for one fourth (1/4) of their daily pay rate of the year of accrual. Application for this trade must be made in writing no later than October 31 of each fiscal year. Employees wishing to trade their unused sick/personal leave days must request this in writing from their immediate supervisor who will then submit this request to the department head/elected official/~~County committee chairperson~~. That individual will certify the number of days which they are entitled to trade and submit this information in writing to the County Treasurer's office. If sick/personal days are taken after this trade and prior to the first day of the next fiscal year, they will be deducted from the next fiscal year's twelve days for sick/personal. Employees are not eligible to receive the sick/personal day payback before their six (6) month probationary period has been successfully completed.

D. Banked sick leave may only be used for an employee's illness. Sick leave is a privilege, not a right, extended to regularly scheduled employees and qualified part-time employees. Sick leave shall be allowed only when the employee is actually sick or disabled, or when there is an illness in the employee's family (i.e., spouse, child (birth, adopted step) or parent. A maximum of twelve (12) sick days may be used when there is an illness in the employee's family per year. *Banked sick leave may only be used after all sick/personal days granted in the active fiscal year have been exhausted.* (Revision date: 9/17/02)

E. Approval of Sick/Personal Days

1. Use of sick/personal is subject to approval by the employee's supervisor. When an employee is incapacitated; it is his/her responsibility to notify the supervisor at the earliest possible moment. Such notification should include the employee's best estimate of the duration of the absence, if possible.

2. Requests for sick day use for medical, optical and dental examinations or treatments must be made prior to the beginning of the absence and should be made so as to create minimal disruption of work schedules.

3. All absences charged to sick/personal days must be reported by the employee's certification on the County Leave Request Form. Sick leave requests should be submitted weekly in cases where an employee is absent for an extended period of time. Disapproved sick/personal day requests will be returned to the employee with full explanation for denial.

4. When a supervisor has reason to believe that the sick day privilege is being abused, proof may be required of individual employees for every absence, regardless of the period of time. Prior to use of this control, the employee in question must be counseled and notified of the constraint being placed upon the use of sick days. For periods of absence of more than three consecutive work days, the employee may be required to provide a physician's statement.

Section 6.3 BEREAVEMENT: Up to three (3) paid days per occurrence may be allowed for a Death in the immediate family. Immediate family is defined for the purposes of this section to be spouse, mother, father, child, brother, sister, grandmother, grandfather, spouse's relatives of the same degree of blood relationship and any blood relative who resides in the employee's home. These paid days are considered as bereavement days and not sick/personal days. If any additional time is needed, the time off may be taken from paid vacation/sick/personal days, with approval of the department head. This is applicable only to full-time employees.

Section 6.4 HOLIDAYS: Annually, the County Board specifies the paid holidays for not-court related and the Chief Judge specifies the paid holidays for court-related offices for the coming year.

Regular part-time employees shall receive pay proportionate to the average number of hours normally worked (i.e., normally work four (4) hours a day – shall receive four (4) hours pay).

If eligible non-exempt employees work on a recognized holiday, they will receive holiday pay plus wages at one and one-half times their straight-time rate for the hours worked on the holiday.

Regular part-time employees working a minimum of twenty (20) hours per week shall be entitled to holiday pay if the holiday falls on the employee's regularly scheduled work day.

Section 6.5 JURY DUTY: Court leave shall be granted to employees who are called to jury duty or are required to be absent from work because of subpoena from any legislative, judicial or administrative tribunal. Time away from work with pay and regular benefits shall be granted for such purposes. Per Diem court reimbursement must be written over to the County so jury duty pay will be written over to the County for the portion of the day normally worked by a part-time employee. Mileage will not be paid for those employees working at the Government Center unless called by a court outside Kendall County. Employees are expected to return to work whenever possible during jury time and carry out as many of their job responsibilities as time permits during regularly scheduled working hours.

Section 6.6 FAMILY MEDICAL LEAVE (FMLA) POLICY: The Family and Medical Leave Act (FMLA, 1993) mandates a maximum of twelve (12) weeks of unpaid leave to eligible employees under certain circumstances.

A. FMLA EFFECTIVE CONDITIONS

1. The arrival of a new child by birth, adoption or foster care placement for the purpose of bonding. If the biological, adoptive, or foster parent(s), the step parent, legal guardian(s) or parent(s) in loco parentis are both employees, the total combined leave is twelve (12) weeks, not twenty-four (24) weeks. This right to a "bonding" leave expires twelve (12) months from birth or placement for adoption or foster care.

2. The care of a child, parent or spouse who has a serious health condition if it is medically determined that the care given by an employee is necessary. The term "parent" does not include in-laws for the purpose of this policy. For purpose of these care-giving leaves, the child, parent or

spouse must be either: (a) an overnight in-hospital patient; (b) in a hospice; (c) in a nursing home; (d) absent from work or school for more than three (3) days; (e) require active assistance with daily life activities; (f) be under continuing treatment by, or supervision of a health care provider; or (g) have either an incurable condition or one that if not cared for, would cause incapacity for more than three (3) days. The care-giving twelve (12) week leave is available to each of the employee parents of the child or the employee child of the parent.

3. An employee's serious health condition, including (a) work related and non-work related illnesses or accidents, involving overnight in-hospital care, or (b) an absence from work for more than three (3) work days due to the need for continuing treatment by a health care provider and supported by a medical certification that states the employee cannot perform the essential function(s) of the position.

C. ELIGIBILITY: To qualify for a FMLA leave, an employee must have accumulated twelve (12) months of employment by the date the requested leave is to start and must have worked one thousand two hundred and fifty (1,250) hours during the prior twelve (12) months. If an employee meets these qualifications, an employee will receive 12 weeks of leave in the 12-month period measured forward from the date an employee's first FMLA leave begins.

D. NOTIFICATION REQUIREMENTS

1. The request for FMLA leave should be submitted in writing to the department head of the department in which the employee works. If a department head is requesting FMLA leave, then the ~~appropriate committee chairman shall be the deciding authority~~ **FMLA leave should be submitted in writing to the County Administrator.**

2. When requesting leave for the birth, adoption or foster care placement of a child, an employee must give thirty (30) days notice or, if not possible due to unforeseen circumstances, the maximum notice practicable. An employee will be required to take all twelve (12) weeks consecutively.

3. For care of a seriously ill child, spouse or parent, or for an employee's own serious health condition, the employee must give thirty (30) days notice, or if not possible due to unforeseen circumstances, as much notice as is practicable. In any event, the employee must provide medical certification of the need for the employee to provide care or of the employee's disability within fifteen (15) days of the commencement of the leave.

If the employee requests and the request is medically certified as necessary, the County will arrange an intermittent or reduced leave schedule for taking the twelve (12) weeks leave (450 hours for administrative personnel, 480 hours for sworn police and other not-administrative personnel). An intermittent or reduced leave for regular part-time employees will translate to the number of hours in their regular work week times twelve (12). The alternative schedule must be the least disruptive to County operations and may include transfer to another position that has equivalent pay and benefits.

E. PAID TIME SUBSTITUTIONS FOR UNPAID FMLA

1. For a personal non-job-related illness or accident, the employee is required to use all paid sick leave, personal days and vacation days toward the FMLA leave, unless otherwise receiving compensation through the County's disability benefit. If the employee applies for and is granted disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF) or Sheriff's Law Enforcement Police (SLEP), the requirement to utilize paid leaves as stated above is not in effect during the time of disability.

2. For the adoption or foster care placement of a child, the employee is required to use all vacation days toward the FMLA leave.

3. For care of a spouse, child or parent with a serious health condition, the employee is required to use all vacation days toward the FMLA leave.

4. For an employee's job related illness or accident, paid benefits during this time will be according to Worker's Compensation requirements; however, leave time shall be designated as an FMLA leave including any time off for required therapy or doctor visits.

#### F. HEALTH CARE AND OTHER BENEFITS

1. An employee granted FMLA leave under this policy will continue to be covered under the County's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.

Employee contributions will be required either through payroll deduction or by direct payment to the County.

a. If paid leave is substituted for unpaid FMLA leave, the County will deduct the employee's portion of the health plan premium as a regular payroll deduction.

b. If FMLA leave is unpaid, the employee will be required to pay his or her share of health insurance premiums on the same time schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave. If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

c. Pursuant to this policy, the County has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work, the payroll office will provide Salary Withholding Authorization forms to be completed by the employee.

2. Other elective payroll deductions including but not limited to AFLAC, prepaid legal services, and I- Bonds, are the responsibility of the employee. Costs advanced by the County are subject to the same Salary Withholding Authorization as health insurance benefits.

3. Holiday pay will not be paid during the FMLA leave, except in those instances where the employee is on an intermittent or reduced schedule which makes the employee eligible for holiday pay or where employee is utilizing paid leave during the FMLA leave when the holiday occurs.

4. If while on an FMLA designated leave, the employee is required to serve on a jury or in the military, no make-up pay will be granted, nor will paid funeral leave (emergency leave) benefits be paid.

5. During the period of all FMLA leaves, the employee should verify with the representatives of IMRF to whether or not they will continue to be credited with service time without loss, for the purpose of calculating benefits.

6. If the employee is on an intermittent or reduced schedule, the effective hourly rate of pay will be continued for hours worked as if leave had not been taken. This is true of hourly and salaried employees. For the hours lost, paid leave time may be substituted as discussed under the "Paid Time Substitutions for Unpaid FMLA" section of this policy.

#### G. RETURNING TO WORK

1. Upon return from an FMLA leave for the employee's own serious health condition, the employee will be required to furnish from the attending physician a certification that the employee is fit for duty and can perform the essential function(s) of the regular job (or to the job to which restored, if different) together with any restrictions and the reasons for the restrictions.

2. Upon the expiration of the designated FMLA leave, the employee will be restored to the regular position or to an equivalent position in pay, benefits and other terms and conditions of employment, if the employee would not have been terminated during the period while the employee was on leave because of general economic conditions of employment or due to a

restructuring of the department, division or the County. That is, the designated FMLA leave does not guarantee a restoration of employment. The employee will be treated the same as any other employee similarly positioned and actively at work on the date of the reduction in force and/or restructuring.

3. All benefits, increases, general wage increases or other terms and conditions of employment generally applicable to the position will be restored to the employee as if the employee had not been on leave.

4. If the employee fails to return to work upon expiration of the designed FMLA leave, the employee may lose the right to restoration to the job. If the reasons for not returning from the FMLA leave are reasons within the employee's control, the County will recoup from the employee the County's cost of health care premium costs, paid on the employee's behalf during the FMLA leave.

#### H. DEFINITIONS

1. CHILD. A child is a biological, adopted or foster child; step child; legal ward or a child for which an employee has daily responsibility for care and financial support of the child, i.e., in loco parentis.

Additionally, a child, as above defined, includes one who is over eighteen (18) and is either so mentally or physically impaired, that he or she requires active assistance with activities of daily living due to substantially limited major life activities.

2. PARENT. A parent is the biological parent or who to whom the employee was the child of a parent in loco parentis. This does not include grandparents or in-laws.

3. SPOUSE. The legal spouse.

4. SERIOUS HEALTH CONDITION. This term means an illness, injury, impairment, or physical or mental condition that involves in-patient care in a hospital, hospice, or residential medical care facility, or continuing treatment by a health care provider. It is not intended to cover short-term conditions for which treatment and recovery are very brief. Conditions or medical procedures that would not normally be covered include minor illnesses which last only a few days and surgical procedures which typically do not involve hospitalization and require only a brief recovery period.

5. CONTINUING TREATMENT.

a. The employee or family member is treated two (2) or more times for the injury or illness by a health care provider. Normally this would require visits to the health care provider or to a nurse or physician's assistant under the direct supervision of the health care provider.

b. The employee or family member is treated for the injury or illness two (2) or more times by a provider of a health care service (e.g. physical therapist) under orders of, or on referral by a health care provider, or is treated for the injury or illness by a health care provider on at least one occasion which results in a regimen of continuing treatment under the supervision of the health care provider – for example, a course of medication or therapy to resolve the health care condition.

c. The employee or family member is under the continuing supervision of, but not necessarily being actively treated by a health care provider, due to a serious long-term or chronic condition of disability which cannot be cured. Examples include: persons with Alzheimer's disease, persons who have suffered a severe stroke, or persons in the terminal stages of a disease who may not be receiving active medical treatment.

6. INTERRELATION OF LEAVES. Any leave taken pursuant to this policy, other County policies, a collective bargaining agreement, or law which qualifies as leave under the FMLA or any applicable state, family or medical leave act, will be counted against the employee's available

leave under the applicable County policy(ies), collective bargaining, and/or law, as well as the available leave under the FMLA or applicable state law, to the extent permitted by such applicable law.

Section 6.7

**MATERNITY ACCOMMODATIONS POLICY:** Pursuant to the Illinois Human Rights Act, Kendall County will provide reasonable accommodation(s) to pregnant applicants and employees, if requested, provided the accommodation does not cause undue hardship on the County's ordinary business operations. For purposes of this policy, pregnancy includes pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth. Reasonable accommodations may include, but are not limited to:

- More frequent or longer bathroom breaks;
- Breaks for increased water intake and periodic rest;
- A private non-bathroom space for breastfeeding and expressing breast milk;
- Seating;
- Assistance with manual labor;
- Temporary light duty;
- Temporary transfers to less strenuous or hazardous positions;
- Accessible worksites;
- The acquisition or modification of equipment;
- Temporary job restructuring;
- Temporary part-time or modified work schedules;
- Appropriate adjustments or modifications of examinations, training materials, or policies;
- Temporary reassignment to a vacant position; and/or
- Time off to recover from childbirth and leave required by the employee's pregnancy, childbirth or related conditions.

Reasonable accommodations do *not* include the creation of additional employment opportunities; discharge or transfer of another employee; or promotion to a position for which the applicant/employee is not qualified. If a pregnant applicant or employee is requesting a reasonable accommodation due to their pregnancy, she must submit her request in writing to her immediate supervisor and/or department head. The applicant/employee may be required to provide documentation from her health care provider concerning her need for the requested accommodation. The applicant/employee's failure to cooperate in this interactive process could result in denial of the requested accommodation.

Absent a showing of undue hardship by Kendall County, an employee who has been affected by pregnancy, childbirth, or medical or common conditions related to pregnancy or childbirth must be reinstated to the same or equivalent position with equivalent pay and accumulated seniority, retirement, fringe benefits, and other applicable service credits upon the employee's return to work and/or when the employee's need for reasonable accommodation ceases, whichever occurs later.

Retaliation is prohibited against any applicant or employee because she has requested, attempted to request, used or attempted to use a reasonable accommodation pursuant to the Illinois Human Rights Act.

Section 6.8

**IMRF DISABILITY LEAVE:** IMRF may provide temporary or total disability benefits for those employees unable to continue the performance of their job responsibilities. If the employee applies for and is granted temporary disability benefits under the provisions of the Illinois Municipal Retirement Fund (IMRF) or Sheriff's Law Enforcement Police (SLEP), this leave time shall be designated as FMLA leave, assuming that all FMLA qualifications are satisfied.

1. An employee still employed by the County, who is granted temporary IMRF or SLEP disability benefits, will continue to be covered under the County's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.



Employee premium contributions will be required through direct payment to the County. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.

If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.

2. Pursuant to this policy, the County has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work the payroll office will provide Salary Withholding Authorization forms to be completed by the employee.

3. Other elective payroll deductions, including but not limited to AFLAC, pre-paid legal services, and I-Bonds, are the responsibility of the employee. Costs advanced by the County are subject to the same Salary Withholding Authorization as health insurance benefits.

4. If the County receives IMRF's determination that the employee is permanently disabled and unable to return and perform his or her job responsibilities, the County may send proper notice of employment separation and notification of COBRA benefits to the employee.

Section 6.9 MILITARY LEAVE: Military leave shall be granted as prescribed by state and federal law. Unless otherwise specified by law or an applicable collective bargaining agreement, military leaves of absence will be unpaid. Employees on military leave will continue to accrue seniority and to be entitled to certain other employee benefits to the extent required by law.

Section 6.10 GENERAL LEAVE OF ABSENCE: Employees may request a general unpaid leave of absence for personal matters. Leaves are granted on the assumption that the employee will be available to return to regular employment when the conditions necessitating the leave permit. The decision to grant such leave shall be at the sole discretion of the County Board Chairman. Such leave may be requested for:

A. The continuation of or completion of a pursuit of a degree for the purpose of training in subjects related to the work of the employee and which will benefit the County.

B. To recover their own health or attend to family illness beyond the 12 weeks allowed under FMLA. (See Family Leave Section 6.1)

C. Personal business which will require an employee's attention for an extended period, such as a settlement of an estate, liquidating a business, attending court as a witness on non-County related cases, and for the purposes other than the above that are deemed appropriate by the County Board chairman.

D. A leave of absence will not be granted to enable an employee to try for or accept employment elsewhere or for self-employment. Employees who engage in employment elsewhere during such leave may immediately be terminated by the County.

E. GENERAL LEAVES OF ABSENCE – PROCEDURE

1. Employees may submit a written request to their Department Head asking for a leave of absence without pay. The request shall be in writing, stating the reasons for the request, the date desired for the start of the leave and probable date of return. The request along with the written recommendation of the Department Head shall be forwarded to the County Board Chairman for authorization.

2. Authorization for such leave shall be within the sole discretion of the County Board Chairman whose decision will be based upon the operational needs of the department, the work record of the individual and the reason for the request.

3. An employee is required to exhaust available paid vacation and sick/personal leave before unpaid general leave of absence is commenced.

#### F. GENERAL LEAVES OF ABSENCE – BENEFITS

1. For the remainder of the month during which a general leave begins, thereafter the County will continue to provide group health insurance coverage under the same conditions as it did before the leave began. Subsequently, such insurance coverage, if desired by the employee and otherwise available through the County, shall be fully paid by the employee through the duration of the leave.
2. With the exception of group health coverage, an employee is not entitled to accrue any other employment benefit while on a general leave.

Unless otherwise stated or otherwise required by law, length of service shall not accrue for an employee who is on an approved non-paid leave status. Accumulated length of service shall remain in place during that leave and shall begin to accrue again when the employee returns to work on a pay status. Unless otherwise stated, an employee returning from leave will have his seniority continued after the period of the leave. Upon return, the County will place the employee in his or her previous assignment, if vacant; if not vacant, the employee will be placed in the first available assignment according to the employee's seniority, where skill and ability to perform the work without additional training is equal.

If, upon the expiration of a leave of absence, there is no work available for the employee or if the employee could have been laid off according to his seniority except for his leave, he shall go directly on layoff.

During an approved unpaid leave of absence or layoff, an employee shall be entitled to coverage under applicable health and life insurance plans to the extent provided in such plan(s), provided the employee makes arrangements for the change and arrangements to pay the entire insurance premium involved, including the amount of premium previously paid by the County.

#### G. GENERAL LEAVE OF ABSENCE – DURATION

A general leave of absence may be granted for up to twelve (12) work weeks. Extensions may be granted for an additional period at the discretion of the County Board Chairman.

#### H. GENERAL LEAVE OF ABSENCE – RETURN TO DUTY

1. A return date shall be agreed to by the employee and the department head at the time the general leave is granted. Generally, this will be the probable return date specified in the employee's application.
2. An employee may request an extension of the general leave by making application to the County in the same manner as on original application, provided such extension may not be granted in excess of the limits set forth above.
3. Prior to reinstatement after a general leave of absence for an illness, an employee must present to the Department Head a physician's written statement certifying that the employee is capable of returning to work and performing, either with or without reasonable accommodations, the essential functions of the employment position involved.

#### I. GENERAL LEAVE OF ABSENCE – RESIGNATION

An employee, who fails to return from a general leave on the designated return date, either as originally agreed or as extended, shall be considered as having abandoned and resigned their employment position with the County.

Section 6.11 WORKERS' COMPENSATION LEAVE:

An employee experiencing occupational disability due to an accident or illness arising out of and in the course of their employment, may be placed on Workers' Compensation Leave; such workers' compensation leave, including any time off for required therapy or doctor visits, shall be designated as FMLA, assuming that all FMLA qualifications are satisfied. Participating employees should apply for IMRF Disability Benefits if eligible.

1. An employee still employed by the County, who is receiving workers compensation benefits, will continue to be covered under the County's group health insurance plan under the same conditions as coverage would have been provided if the employee had been continuously employed during the leave period.
2. Employee premium contributions will be required through direct payment to the County. The employee will be required to pay his or her share of health insurance premiums on the same schedule as he or she would under COBRA. Employee contribution amounts are subject to any change in rate that occurs while the employee is on leave.
3. If an employee's contribution is more than 30 days late and 12 weeks of FMLA leave have been utilized, the County will terminate the employee's insurance coverage. The employee will be notified at least 15 days before the coverage lapses.
4. Pursuant to this policy, the County has the right to seek reimbursement from the employee for costs incurred for health insurance premiums on behalf of the employee during the leave of absence. Prior to leave and again upon returning to work, the payroll office will provide Salary Withholding Authorizations forms to be completed by the employee.
5. Other elective payroll deductions, including but not limited to AFLCA, pre-paid legal services, and I-Bonds, are the responsibility of the employee. Costs advanced by the County are subject to the same Salary Withholding Authorization as health insurance benefits.

Section 6.12 INABILITY TO CONTACT:

If after reasonable efforts, the employee cannot be contacted as to his return to work after six (6) months leave, twelve (12) weeks, twenty-four (24) weeks or twelve (12) months with approval as mentioned, the employee shall be deemed to have resigned their position with the County.

Section 6.13 PAID AND UNPAID LEAVE

VICTIMS' ECONOMIC SECURITY AND SAFETY ACT POLICY

The Leave Policy. Illinois employees may take unpaid leave under the Victims; Economic Security and Safety Act ("VESSA") to seek assistance in response to an act or threat of domestic violence, sexual assault, or stalking. You may take this leave to seek services for a victim of domestic or sexual violence if the victim is: 1) yourself, 2) a covered family member (spouse, child or parent) or 3) a household member (who is currently residing with you). VESSA leave is not allowed, however, if the employee's interests regarding the violent act are adverse to the victim's interests. The employee may take leave for a child who is a victim if that child is under age 18 or, if 18 years or older, the child is mentally or physically disabled and incapable of self-care. You are eligible to take up to 12 weeks of unpaid VESSA leave within any 12-month period and be restored to the same or an equivalent position upon your return from leave.

Reasons for Leave. You may take VESSA leave to obtain assistance or services for a victim for the following purposes: (1) to seek medical attention for, or recover from, physical or psychological injuries caused by the domestic or sexual violence, (2) to obtain services from a victim services organization, (3) to obtain psychological or other counseling, (4) to participate in safety planning, seek temporary or permanent relocation, or take other actions to increase the safety of the victim from future domestic or sexual violence or ensure economic, security, or (5) to seek legal assistance or remedies to ensure the health and safety of the victim, including preparing for or participating in any legal proceeding related to or resulting from domestic or sexual violence. If you misrepresent facts in order to be granted a VESSA leave, you will be subject to immediate termination.

Notice of Leave. You must give the County at least 48 hours prior notice, unless providing advance notice is not practicable under the particular circumstances. If you are unable to provide advance notice, you must provide notice when you are able to do so, within a reasonable period of time after the absence. Failure to provide the required notice may result in treatment of the absences as unexcused.

Certification. Employees requesting VESSA leave must provide proper certification for all absences. The certification must show that: (1) the victim for whom the leave is requested is the employee, a covered family member, or a covered household member, (2) the victim was subjected to an act or threat of domestic or sexual violence, and (3) the leave is to seek assistance for a purpose covered by the Act. The employee must provide two types of written documentation as certification: (1) a sworn statement by the employee showing that the leave qualifies for a purpose covered by VESSA and (2) written documentation from the source from whom assistance was sought or who could otherwise verify the nature of the leave, such as documentation from: (a) a representative of a victim services organization, an attorney, member of the clergy, or a medical or other professional, from whom the employee has sought services on behalf of a covered victim to address domestic or sexual violence or the effects of the violence, (b) a police or court record, or (c) other corroborating evidence.

It is the employee's responsibility to ensure that the County receives the proper certification. If the County does not receive adequate certification within a reasonable time period after it is requested, or if the certification does not confirm a VESSA-qualifying purpose, the employee's absences will be treated according to the County's attendance standards.

Reporting While On Leave. You may be required to contact your supervisor on a regular basis regarding the status of your leave and your intention to return to work.

Leave is Unpaid. VESSA leave is unpaid leave. You may choose, however, to use any accrued paid time off which would otherwise apply to the circumstances of the leave. For instance, if the leave was for you, because you are temporarily disabled due to domestic or sexual violence, you may use any accrued sick time for the portion of the leave. You may use accrued vacation or other personal time for any of the purposes allowed under the Act. The substitution of paid leave time for unpaid leave time does not extend the 12-week leave period.

Medical and Other Benefits. During an approved VESSA leave, the County will maintain your health benefits, as if you continued to be actively employed. If paid leave is substituted for unpaid leave, the County will deduct your portion of the health plan premium as a regular payroll deduction. If your leave is unpaid, you must pay your portion of the premium during the leave. Your group health care coverage may cease if you fail to make timely payments of your share of the premiums. If you do not return to work at the end of the leave period, you may be required to reimburse the County for the cost of the premiums paid by the County for maintaining coverage during your unpaid leave, unless you cannot return to work because of the continuance, onset or recurrence of domestic or sexual violence, or other circumstances beyond your control. If that is the case, you will be required to produce written certification to confirm the circumstances beyond your control.

Vacation, sick time, or other benefits will not accrue while on unpaid VESSA leave. You will remain entitled to all of your benefits which accrued prior to your leave, however.

Intermittent and Reduced Schedule Leave. VESSA leave may be taken intermittently (in separate blocks of time) or on a reduced leave schedule (reducing the usual number of hours you work per workweek or

weekday). If leave is unpaid, the County will reduce your salary based on the amount of time actually worked.

Other Applicable Leaves. VESSA leave will run concurrently with any other applicable leave. For instance, leave taken under VESSA which also qualifies under the Family and Medical Leave Act ("FMLA") will be simultaneously designated as both VESSA and FMLA leave. Likewise, absences for which an employee receives sick time or short-term disability benefits for a purpose covered under VESSA will be designated as VESSA leave.

Returning from Leave. If you wish to return to work at the expiration of your leave, you are entitled to return to your same position or to an equivalent position with equal pay, benefits and other terms and conditions of employment, subject to any applicable exceptions. However, you have no greater right to reinstatement or other benefits and conditions of employment than if you had not taken leave. You must return to work immediately after the expiration of your approved VESSA leave in order to be reinstated to your position or an equivalent position.

If you take leave because of your own medical or psychological condition, you are required to provide medical certification that you are fit to resume work, according to the County's usual policies.

Reasonable Accommodation in the Workplace. The County will consider making reasonable accommodations to an employee or job applicant for a known limitation resulting from domestic or sexual violence, unless the accommodation would cause the County an undue hardship. If you are an otherwise qualified individual who can perform the essential functions of your job, but need such an accommodation, the County may provide an adjustment to the job structure, workplace facility, work requirements, or your telephone number, seating assignment, or physical security of your work area in response to a need covered by VESSA. The County will also consider a request for transfer, reassignment, or modified schedule if needed due to a known limitation caused by an act or threat of domestic or sexual violence. Other safety measures may also be appropriate. Any employee covered by VESSA may make a request for leave or for a reasonable accommodation to the appropriate department head or Office of Administrative Services.

Confidentiality. The County will maintain your written certifications and other documentation regarding any requests for VESSA leave in a confidential file. The County will not disclose the nature of your leave other than to those specific persons who need to know in order to ensure you receive your VESSA rights.

No Retaliation. The County strictly forbids any of its employees, managers or other representatives from discriminating, retaliating, or otherwise treating an employee unfavorably for requesting or taking VESSA leave or exercising any other rights under VESSA. If you feel you have been denied your VESSA rights or if you feel you have been treated unfavorably for having exercised any VESSA rights, you should immediately report such action to the Office of Administrative Services. The County will investigate your concerns and take corrective action if it determines that someone has violated the County's VESSA policy.

## CHAPTER VII DISCIPLINARY AND SEPARATION ACTION

Section 7.1      **STANDARD OF CONDUCT:** Whenever people gather together to achieve goals, some rules of conduct are needed to help everyone work together efficiently, effectively and harmoniously. By accepting employment with the County, the employee has a responsibility to the County and to his fellow employees to adhere to certain rules of behavior and conduct. When each person is aware that he or she can fully depend upon fellow workers to follow the rules of conduct, then the organization will be a better place to work for everyone.

Section 7.2      **DISCIPLINE POLICY:** While on County premises or engaged in County business, every employee is expected to observe all County rules and to conduct themselves in a professional and respectful manner. Failure to do so shall subject the employee to discipline appropriate under the circumstances, inclusive of discharge.

It shall be the duty of the immediate supervisor to initiate disciplinary action on his own or to recommend to the department head such disciplinary action as the circumstances may warrant maintaining the efficiency of the department. Disciplinary action may be imposed upon an employee for any cause deemed appropriate under the circumstances.

An employee may be reprimanded, suspended or discharged whenever it is determined to be in the best interest of the County. Such determination may be made for any such lawful reason, including, without limitation, any one or more of the following:

- A. Possessing firearms or other weapons on County property;
- B. Fighting or assaulting another individual
- C. Threatening or intimidating others;
- D. Engaging in any form of sexual or other harassment;
- E. Reporting to work under the influence of alcohol or illegal drugs or narcotics or using, selling, dispensing, or possessing alcohol or illegal drugs or narcotics on County premises;
- F. Disclosing confidential County information;
- G. Falsifying or altering any County record or report;
- H. Stealing, destroying, defacing, or misusing County property or another employee's or customer's property;
- I. Refusing to follow management's instructions concerning a job-related matter or insubordination;
- J. Failing to wear assigned safety equipment or failing to abide by safety rules and policies;
- K. Smoking where prohibited by local ordinance or County rules;
- L. Using profanity or abusive language;
- M. Sleeping on the job without authorization;
- N. Gambling on County property;
- O. Playing pranks, practical jokes, or engaging in horseplay;
- P. Wearing improper attire or having an inappropriate personal appearance;
- Q. Incompetence, negligence, inefficiency, or failure or inability to perform your assigned duties;
- R. Abusiveness in employee's attitude or language, or in his conduct resulting in physical harm, injury, or harassment to County employees or the public;
- S. Conviction of a felony or any criminal misdemeanor set forth in Section 10-1-7 of the Illinois Compiled Statutes;
- T. Causing damage to public property or waste of County supplies through negligence or willful misconduct, or failure to take reasonable care of County property;
- U. Absence from scheduled work without prior authorization;
- V. Claiming sick leave under false pretenses;

- W. Absence without leave for a period of three (3) days (an involuntary resignation), or a failure to report after leave of absence has expired or has been disapproved, revoked, or canceled by the employee's superior;
- X. Work history shows excessive or chronic absenteeism. Excessive or chronic absenteeism shall be defined as any absence from work that is not otherwise accounted for with the use of approved vacation, sick/person leave, bereavement leave, jury duty, Family Medical Leave, IMRF Disability Leave, military leave or a general leave of absence;
- Y. Any other reason as determined by the employee's supervisor or department head, or County Board member.

These grounds for discipline DO NOT constitute an exhaustive list of all the acts which will subject an employee to disciplinary action. No set of rules can cover all situations. The County reserves the right to discipline and discharge employees for unacceptable conduct other than those prescribed herein.

With respect to all employees, it is the policy of the County to apply progressive discipline in the forms prescribed below where appropriate. The County may forego lesser forms of discipline and proceed immediately to dismissal depending upon the nature of the employee's conduct.

In general, any action or attitude which adversely affects job performance or the reputation of Kendall County government may be cause of disciplinary action.

The following is a recommended procedure for employee discipline consistent with legal guidelines and good personnel management, and which may be utilized unless otherwise provided by Statute. While a system of progressive discipline may be followed, it is not always appropriate that each step be completed before moving to the next level or that any step be taken prior to discharge.

1. Documented Verbal Reprimand: The immediate supervisor may give a verbal reprimand and explanation to the employee of which he did wrong and why it is important that the episode not be repeated. The immediate supervisor will then make a short written record of their conversation. The supervisor and employee will both initial the written record, and both will retain a copy of it. This record will become part of the employee's departmental and County personnel file only if the conduct or performance did not become satisfactory after 90 days have elapsed.

2. Written Reprimand: If the employee continues to have difficulties in the same areas, or if the violation or infraction warrants, the immediate supervisor may prepare a written warning which contains a statement as to the date and nature of the infraction, and any other pertinent data including corrective measures to be taken. This record will be retained in the employee's personnel file.

3. Disciplinary Probations: Repetition of conduct otherwise meriting a lesser form of discipline, or commission of more serious misconduct, may result in an employee being placed on probation for a period of from one to three months. This may be done simultaneously with or following a written reprimand.

4. Suspension: The department head may use suspension as a disciplinary action. The department head may order an employee absent from duties with or without pay for a period not to exceed 30 calendar days, only if there is evidence or reasonable suspicion that serious offense has been committed against the County or another employee. Prior to suspension, the department head must inform the employee in writing of the charges against him and the basis thereof allowing the employee to give his side of the story. However, if the presence of the employee poses a continuing threat or disruption to the department, the department head may order the suspension without notice. The department head shall, within 24 hours of such action, prepare a memorandum stating the grounds for such action, and submit it to the suspended employee, and the County Administrator departmental committee chairperson. Such memorandum shall be held confidential.

Dismissal: Since all employees are at-will, the County retains the right to dismissal and that remains the right of the department head or elected official.

5. Discipline and Removal of Department Heads: The County Administrator shall keep respective liaison committees and County Board informed of serious personnel problems and necessary disciplinary action of Department Heads. The County Administrator is provided the authority to discipline Department Heads with verbal reprimands, written reprimands and probation. The County Administrator is provided the authority to recommend suspension or dismissal of Department Heads to the County Board prior to the County Board's approval by simple majority of the suspension or dismissal of the Department Head. In urgent situations where the County Administrator deems it necessary to immediately suspend a Department Head, the County Board Chairman's written consent shall be provided prior to suspension of the Department Head with pay until acted upon by the Board. The Board shall act on the suspension within ten days voting either to remove permanently or reinstate the Department Head. Department Heads serve at the pleasure of the County Board. A department head may be removed by a majority vote of the members present at any regular or special meeting of the County Board. In situations where the County Board Chairman deems it necessary, the County Board Chairman shall have the power to order the immediate suspension of the department head with pay until acted upon by the Board. In such cases, the Board shall act on the suspension within ten days voting either to remove permanently or reinstate the department head. In cases of urgency, the County Board Chairman or in his/her absence, the County Board Vice Chairman and the State's Attorney will have the authority to terminate a department head.

### Section 7.3 GRIEVANCE PROCEDURE

#### A. General

A grievance is a non-probationary employee complaint arising from a situation that is contrary to regular and ordinary employment practices and falls in the following categories:

1. Safety
2. Working Conditions
3. Wages and Hours
4. Involuntary Termination

Employees have the right to a fair hearing on any request or complaint arising in the course of employment. Each supervisor/department head has an obligation to make every effort to resolve employee relation problems informally as they arise.

#### B. Definitions and Rules for Grievance Procedure

Work days are considered to be Monday through Friday, exclusive of County observed holidays.

A grievance filed by an employee of the County, except those subject to collective bargaining agreements which contain grievance procedure language, or employees of elected officials, shall be filed in accordance with provisions of this policy. An employee representative may be involved with and/or represent the employee at any step in the procedure.

If at any step in the grievance procedure the representative of the employer fails to respond within the time limits set forth, the employee may appeal the grievance to the next step within the time limits set forth. Time limits may be extended by mutual consent of both parties involved provided their decision has been communicated to the County Administrator.

The Grievance Committee shall consist of the County Board Chairman, the chairman of the respective liaison committee to which the employee reports and the County Administrator. If there is a conflict of interest or a member of the committee declines to sit on the committee, the County Board Chairman shall appoint a County board member replacement.

#### C. Grievance Filing Procedure

These procedures are intended to encourage open communications between employees and their supervisors, and swift resolution.



### Step 1

The goal of swift resolution can best be achieved if employees will present their grievance verbally to their immediate supervisor. This should be done as soon as the cause for the grievance is known, but not later than five (5) workdays from the occurrence or circumstance. The immediate supervisor should respond verbally as soon as possible, but again no longer than five (5) workdays from receipt of the grievance. Many, if not most grievances, can be resolved swiftly in this informal manner.

### Step 2

If the grievance is not settled at Step 1, the employee may file a written grievance with the department head, within five (5) workdays after the immediate supervisor's response in Step 1. The department head and the supervisor shall discuss the grievance with the employee at a time mutually agreeable to the parties (within five (5) workdays). The department head shall provide a written answer to the grievance with five (5) workdays following the meeting with the employee. ~~If the department head is the immediate supervisor referred to in Step 1, then the employee will proceed to Step 3 immediately.~~

### Step 3

~~If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance with five (5) workdays to the County Administrator. A meeting will be held between the County Administrator, Department Head, immediate supervisor, employee, and employee's representative (if applicable) on a date agreeable to the parties within twenty-one (21) workdays after the grievance is presented to the County Administrator. The County Administrator shall provide a written answer to the grievance with five (5) workdays following the meeting with the employee.~~

### Step 3

~~If the grievance is not settled in Step 2 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance within five (5) workdays to the committee chairman of the County Board to which the employee's department reports. The committee chairman shall notify the County Board Chairman to call a Grievance Committee meeting. A meeting will be held between the Grievance Committee and the employee, the employee's representative (if applicable) and the immediate supervisor agreeable to the parties not to exceed twenty-one (21) workdays after the grievance is presented to the committee. The Grievance Committee shall provide the employee with a written answer to the grievance within five (5) workdays following the meeting.~~

### Step 4

~~If the grievance is not settled in Step 3 and the employee wishes to appeal the grievance further, the employee shall assume the responsibility of referring the written grievance within five (5) workdays to the County Administrator. The County Administrator shall notify the County Board Chairman and chairman of the respective liaison committee to schedule a Grievance Committee meeting. A meeting will be held between the Grievance Committee and the Department Head, immediate supervisor, employee, and employee's representative (if applicable) on a date agreeable to the parties within twenty-one (21) workdays after the second presentation of the grievance to the County Administrator. The Grievance Committee shall provide the employee with a written answer to the grievance within five (5) workdays following the meeting.~~

#### D. Decision

The decision of the Grievance Committee of the County Board shall be final.

#### E. Accelerated Grievance Procedure of Suspension without Pay

In grievance cases involving suspension without pay, the employee may elect to follow the following "fast track" grievance procedure: Omit Step 1 and go immediately to Step 2 unless this department head was the one who took the action to suspend the employee without pay or terminate the employee involuntarily then the employee shall proceed immediately to Step 3 and file the written grievance with the County Administrator ~~appropriate committee chairman~~.

Section 7.4 ILLINOIS CLEAN INDOOR AIR/SMOKE FREE WORKPLACE:  
The Illinois Clean Indoor Air Law (Public Act 86-1018), July 1, 1990 established that non-smoking is the policy for the State of Illinois and prohibits smoking in all public places and places of work, regardless of size, except where specifically excluded from coverage. Kendall County considers vehicles owned or leased by the County to be places of work and thus, smoking in County vehicles is prohibited.

Section 7.5 HARASSMENT POLICY:  
It is the policy of the County to promote a productive work environment and not to tolerate verbal or physical conduct by any employee that harasses, disrupts, or interferes with another's work performance or that creates an intimidating, offensive, or hostile environment. Employees are expected to maintain a productive work environment that is free from harassing or disruptive activity. No form of harassment will be tolerated, including harassment for the following reasons: race, national origin, religion, disability, pregnancy, age, military status or sex. Special attention should be paid to the prohibition of sexual harassment. Each supervisor and manager has a responsibility to keep the workplace free of any form of harassment and, in particular, sexual harassment. No supervisor is to threaten or insinuate, either explicitly or implicitly, that an employee's refusal or willingness to submit to sexual advances will affect the employee's terms or conditions of employment. Other sexually harassing or offensive conduct in the workplace, whether committed by supervisors, non-supervisory employees, or non-employees, is also prohibited. This conduct includes: unwanted physical contact or conduct of any kind, including sexual flirtations, touching advances, or propositions, verbal harassment of a sexual nature, such as lewd comments, sexual jokes or references, and offensive personal references, demeaning, insulting, intimidating, or sexually suggestive comments about an individual's personal appearance, the display in the workplace of demeaning, insulting, intimidating, or sexually suggestive objects, pictures, or photographs, demeaning, insulting, intimidating or sexually suggestive written, recorded, or electronically transmitted messages. Any of the above conduct, or other offensive conduct, directed at individuals because of their race, national origin, religion, disability, pregnancy, age or military status is also prohibited.

Any employee who believes that a supervisor's, other employee's, or non-employee's actions or words constitute unwelcome harassment has a responsibility to report or complain about the situation as soon as possible. The report or complaints should be made to the employee's supervisor; or to the department head if the complaint involves the supervisor. Complaints of harassment will be handled and investigated under the County's grievance policy; unless special procedures are considered appropriate. All complaints of harassment will be investigated promptly and in as impartial and confidential a manner as possible. Employees are required to cooperate in any investigation. A timely resolution of each complaint should be reached and communicated to the parties involved.

Any employee or supervisor who is found to have violated the harassment policy will be subject to appropriate disciplinary action, up to and including termination. The County prohibits any form of retaliation against employees for bringing bona fide complaints or providing information about harassment. However, if any investigation of a complaint shows that the complaint or information was false, the individual who provided the false information will be subject to disciplinary action, up to and including termination.

An employee who believes that he or she has been the subject of harassment or retaliation for complaining about harassment also has a right to file a charge of civil rights violations with the Illinois Department of Human Rights within 180 days of the harassment, to have that charge investigated by the Department and, if substantial evidence to support the charge is found to exist, to have such an opportunity as is provided by law and applicable regulations to engage in conciliation with the employer and/or to have the charge heard in a public hearing before an Administrative Law Judge of the Illinois Human Rights Commission.

For further information, any such employee may call or write to

Illinois Department of Human Rights  
100 West Randolph Street, Room 10-100m  
Chicago, Illinois 60601

Telephone 312.814.6200

or Illinois Human Rights Commission  
100 West Randolph Street, Room 5-100  
Chicago, Illinois 60601  
Telephone 312.814.6269

## Section 7.6 DRUGS AND ALCOHOL POLICY

The County desires to implement certain procedures to improve the quality of life for employees and provide a safe and productive work environment. Kendall County recognizes the problems of alcohol and other substance abuse in our society. Furthermore, the County considers substance abuse as a serious threat to the quality of life in our community. This policy addresses this problem by requiring that Kendall County Government remain a drug free workplace in compliance with the Drug-Free Workplace Act (30 ILCS 580/1 et seq.). This Drug and Alcohol Policy is incorporated into the Kendall County Employee Handbook, as amended, as Section 7.6 and replaces the previous drug and alcohol policy entirely.

### Definitions

“Legal Drug” – includes prescribed drugs and over-the counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

“Controlled Substance” – a controlled substance as defined in the Illinois Controlled Substances Act (720 ILCS 570/100 et seq.) or cannabis as defined in the Cannabis Control Act (720 ILCS 550/1 et seq.).

“County property” – All land, buildings, structures, parking lots and means of transportation owned by or leased to Kendall County, Illinois.

“Under the Influence” – an employee shall be determined to be under the influence of alcohol or other drug, if, in the course of employment for the County:

- the employee’s normal faculties are impaired due to consumption of alcohol or other drugs, and /or
- the employee has a blood alcohol concentration of .08 or higher, and/or
- the employee consumes alcohol four (4) or fewer hours before performing job functions that may involve safety-sensitive duties; and/or
- the employee uses alcohol during eight (8) hours following an accident, or until undergoing a post-accident test, whichever occurs first; and/or
- the employee is affected by an illegal drug, alcohol or both in any detectable manner..

### Policy and Work Rule

The County’s desire is to employ a work force free from the effects of drug and alcohol abuse. An employee determined to be in violation of any provision of the drug and alcohol policy may be subject to disciplinary action, which may include termination even for the first offense. Any other discipline previously used by the County shall not apply to violations of this drug and alcohol policy.

The manufacture, distribution, dispensation, possession, or use of alcohol and controlled substances, including cannabis by an employee while on County property or while performing County business is strictly prohibited. Furthermore, employees are prohibited from bringing drug paraphernalia onto County property at any time.

If an employee is found in possession of a controlled substance while on County property or while performing County business, the appropriate law enforcement agencies will be notified and the controlled substance may be taken into custody.

The purchase of alcohol or controlled substances, including cannabis, with county funds by a county employee or official is not considered a legal use of public funds. County employees and officials shall

not purchase alcohol or controlled substances, including cannabis, using public funds or county credit cards, nor shall public dollars be used to reimburse employees and officials making such purchases with private credit cards or private funds.

The County shall conduct a reasonable investigation if there is reasonable cause to believe that there has been a violation of this policy.

Employees who take over-the-counter or prescribed medication are responsible for being aware of any effect the medication may have on the performance of their duties and must promptly report to their supervisors the use of medication likely to impair the employee's ability to do his or her job. An employee who fails to do so shall be subject to disciplinary action, up to and including termination of employment. Moreover, employees who take over-the-counter or prescribed medication contrary to doctor's instructions may be subject to disciplinary action, up to and including termination of employment.

Any employee convicted of a criminal drug statute violation occurring in the workplace shall notify the employee's supervisor no later than five (5) days after such conviction, unless the conviction has been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act.

### Procedures

To provide a safe drug and alcohol free working environment, the County will:

1. Provide increased awareness through training, education and communication of the subject of drug and alcohol abuse.
2. Recognize that there may be employees who have an alcohol and/or drug problem and stand willing to assist in the resolution of that problem by encouraging employees to seek help through the Employee Assistance Program.
3. Cooperate with law enforcement agencies.
4. Conduct alcohol and drug testing in accordance with the County's Testing Policy as set forth below.
5. Take any other actions deemed necessary and appropriate including, but not limited to disciplinary action up to and including termination of employment.

The County maintains a drug and alcohol free workplace. Because the public has the absolute right to expect the County to work toward reducing the probability of accidents or incidents related to the misuse of alcohol or controlled substances and because County employees are involved in the investigation and prosecution of drug and alcohol-related offenses in the course of their employment, the County requires the testing of covered employees and mandates an anti-drug and alcohol misuse prevention program.

1. When Testing May Occur: County employees may be required to submit to drug and alcohol testing, by breathalyzer test, urinalysis test and/or other appropriate drug and/or alcohol testing, in any one or more of the following situations:

- Pre-employment;
- Post accident;
- Reasonable suspicion; and
- Return to duty, when an employee has violated the prohibited drug and alcohol standards.

### 2. What Will Be Tested:

a. Controlled Substances: Controlled substances testing shall include, but is not limited to, testing of the following panel of drugs:

- Marijuana THC (metabolite)
- Cocaine, any form or derivative thereof
- Amphetamines (including methamphetamines)

- Opiates (including heroin, opium, etc.)
- Phencyclidine (PCP)

b. Alcohol: For purposes of this Policy, “under the influence of alcohol” shall be defined as breath alcohol test results with an alcohol concentration of 0.08% or above and shall be considered to be a positive test result. Also, an employee found to have an alcohol concentration of greater than 0.04% and less than 0.08% shall not perform, nor be permitted to perform any job functions for at least 24 hours following the test result and may be subject to the same procedures as a positive test result which may include disciplinary action, not to exclude termination of employment.

3. Refusal To Test: Refusal to submit to a required alcohol or drug test is prohibited. Refusal to submit to a test may result in the same procedures as a positive test result which may include disciplinary action, up to and including termination of employment. Refusal to submit to a test shall be defined as:

- Failing to provide adequate samples for testing without medical reason;
- Failing to show up at the testing site when instructed;
- Engaging in conduct that obstructs the testing process; and/or
- Failing to comply with any of the procedures set forth in this policy.

4. Confidentiality: Alcohol and drug testing records will remain confidential to the extent permitted by applicable state and federal laws.

5. Procedures for Testing:

a. An applicant shall not be required to submit to alcohol and/or drug testing until after an offer of employment has been made to the applicant. The applicant’s offer of employment shall be contingent upon the applicant testing negative for drugs and/or alcohol.

b. An applicant or employee shall be required to submit to alcohol and/or drug testing at a time and place designated by the individual’s supervisor whenever in the sole opinion of the supervisor or the supervisor’s designee, there is reasonable suspicion for such testing.

c. In the event of testing for reasonable suspicion, the employee’s supervisor shall provide the employee with notice of the basis for sufficient cause. In addition, the employee’s supervisor may require an employee to submit to alcohol or drug testing when an employee is involved in an on duty incident involving significant damage to property or personal injury to anyone. In the event of testing for reasonable suspicion, the employee may be placed on administrative leave pending the results of the alcohol and drug testing. The County shall use only licensed clinical laboratories for such testing.

d. All drug and alcohol tests will be conducted, reviewed and interpreted by professionally trained and certified technicians and/or medical review officers who will follow a chain of custody, and other procedures prescribed by applicable state and federal laws, in order to ensure and confirm the accuracy of the test results.

e. In cases where an applicant or employee receives a negative-dilute test result, the applicant or employee may be required to re-take the test. If there is a second negative-dilute test result, it will be accepted as a negative test result.

f. At the time of any urinalysis test, the employee may request that a blood sample be taken at the same time so that a blood test can be performed if the employee tests positive in the urinalysis test. If an employee tests positive in any such test, the test results shall be submitted to the County for appropriate action. A portion of the tested sample shall be retained by the laboratory so that the employee may arrange for a confirmatory test to be conducted by a licensed clinical laboratory of the employee’s choosing and at the employee’s expense.

g. In cases where an employee is notified of a positive drug or alcohol test, the employee shall be removed from duty for up to 72 hours. The employee may request that the second sample of the split sample be tested, at their own expense. If the results of the second sample come back as negative, the County will reimburse the employee for the cost of the negative test.

h. The employee shall have the right to dispute the administration of the test and/or the significance and accuracy of the test. Any such dispute shall be submitted in writing to the elected official and/or County Administrator.

6. Positive Test Results:

a. If an applicant tests positive for drugs or alcohol in a test administered under this Policy, the department head or elected official, in his or her sole discretion, may rescind any offer of employment made to the applicant.

b. If an employee tests positive for drugs or alcohol in a test administered under this Policy, the employee's supervisor, in his or her sole discretion, shall have the right to discipline the employee, up to and including termination.

c. If an employee who has tested positive is not terminated, the employee's supervisor, in his or her sole discretion, reserves the right to offer the employee participation in approved alcohol rehabilitation or drug abuse assistance programs, at the employee's cost, as an alternative to, or in conjunction with disciplinary action. If such a program is offered and accepted by the employee, then the employee must satisfactorily complete the program as a condition of continued employment. Upon the employee's return to work, the employee's supervisor, in his or her sole discretion, may require such employee to submit to a random urinalysis or other appropriate alcohol and/or drug tests during the twelve (12) month period following the date any employee tests positive in any test and returns to work. Any such random tests shall occur at times and places designated by the employee's supervisor or the supervisor's designee. In the event such an employee tests positive again, the employee may be immediately terminated.

Employee Assistance Program

The County maintains an Employee Assistance Program (EAP) which provides help to employees and their families who suffer from personal problems, including but not limited to alcohol or drug abuse. However, it is the responsibility of each employee to seek assistance from the County's employee assistance program or some other source before alcohol and drug problems lead to disciplinary actions. Once a violation of his policy occurs, subsequent use of the EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

The employee's decision to seek prior assistance from the EAP will not be used as the basis for disciplinary action and will not be used against the employee in any disciplinary proceeding. However, using the EAP will not be a defense to imposition of disciplinary action where facts providing a violation of this policy are obtained outside of the EAP. Accordingly, the purposes and practices of this policy and the EAP are not in conflict but are distinctly separate in their applications.

Through the EAP, the County will provide appropriate assessment, referral to treatment, and treatment of drug and alcohol abuse (subject to the provision of the County's health insurance plan). Such employees may be granted leave with a conditional return to work depending on successful completion of the agreed upon appropriate treatment regimen which may include random testing.

The County will provide for an EAP as long as a majority of the Board determines that it is financially prudent and in the interest of good government to do so. This Statement and Policy do not create a legal obligation for the County to provide an employee assistance program (EAP).

## CHAPTER VIII TECHNOLOGY POLICY

This policy applies to Kendall County employees, Kendall County Board Members, Elected Officials and their employees. Logging onto the County Network or using any other Technology device constitutes agreement with this policy.

Section 8.1     **ORDER:** Information technology (IT) resources are assets of Kendall County and must be used for authorized business. IT resources include, but are not limited to, electronic computer equipment, software, internet access, email accounts, and the information which is stored, processed, or transmitted from, to or through that equipment. County (IT) resources must be protected from accidental or unauthorized access, use, disclosure, modification, or destruction by employees, contractors, or any individual whether on County or non-County provided equipment.

Section 8.2     **OVERVIEW:** The County reserves the right to, among other actions, access, audit, block, delete, disclose, intercept, monitor, publish, recover, restrict, restore, review, screen, or trace any information at any time without notice.

Section 8.3     **SECURITY:** Each user is authorized to access only information which is required to do his/her job. Unauthorized access to information is strictly prohibited. All users must safeguard County information and treat electronic documents/communications with the same level of care, both in production and storage, as is accorded documents and communications that are in print form. Access to (IT) resources will be immediately deactivated when a County employee terminates employment or rights are withdrawn for any other reason.

Section 8.4     **ENFORCEMENT:** Use of any County (IT) resource will be audited and monitored. It is each user's responsibility to understand and comply with the set forth Policy. Noncompliance with this Policy may be cause for disciplinary action as well as monetary charges being assessed where appropriate. If it is determined that an employee has misused (IT) resources, the employee will be subject to appropriate disciplinary action for misuse of County property, up to and including discharge.

### Section 8.5     DEFINITIONS

Users – The term *users* refers to all employees, independent contractors, consultants, temporary workers and other persons or entities who use County Information Technology resources.

Information Technology Resources – The term *information technology resources* refers to the County's entire computer network. Specifically, *information technology resources* includes, but is not limited to: individual workstations, file servers, communication servers, application servers, mail servers, fax servers, Web servers, laptops, software, data files and network cables, whether connected to the network or not.

### Section 8.6     GUIDELINES

#### A.     No Expectation of Privacy

1.     *No expectation of privacy.* The computers and computer accounts are given to users to assist them in performance of their jobs. Users do not have an expectation of privacy in anything they create, store, send, or receive on any technology resource. The computer system belongs to the County and may be used only for job-related purposes.
2.     *Waiver of privacy rights.* Users expressly waive any right of privacy or expectation of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network. Users consent to allowing personnel selected at the sole discretion of the County to access and review materials users create, store, send, or receive on the computer or through the Internet or any other computer network.

Users understand that the County may use human or automated means to monitor use of its computer resource.

B. Prohibited Activities

1. *Inappropriate or unlawful material.* Material that is fraudulent, sexually explicit, profane, obscene, defamatory; that is intended to harass, embarrass or intimidate; or that is unlawful or otherwise determined by the County to be inappropriate shall not be sent by e-mail or other form of electronic communication (such as bulletin board systems, news groups, chat groups) or displayed on or stored in County computers. Users encountering or receiving this kind of material should immediately report the incident to their department head/elected official.
2. *Misuse of software.* All software must be approved by the Technology Director prior to installation on any County workstations or servers. Users may not do any of the following: (A) Copy software for use on their home computers; (B) provide copies of software to any independent contractors of the County or to any firm or individual, unless specifically authorized through an official County contract or agreement; (c) install software on any of the County workstations or servers; (d) download any software from the Internet or other online service to any of the County workstations or servers; (e) modify, revise, transform, recast, or adapt any software; or (f) reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law should immediately report the incident to their Department Head/Elected Official.
3. *Prohibited uses.* Without prior written permission from the Technology Director, County computer resources may not be used for dissemination or storage of personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self-replicating code), or any other unauthorized use.
4. *Communication of confidential information.* Sending, transmitting or otherwise disseminating without authorization proprietary County data or other information identified as confidential is strictly prohibited.

C. Passwords

1. *Responsibility for passwords.* Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords.
2. *Passwords do not imply privacy.* Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system.
3. *Password management.* Passwords should have a minimum length of six (6) characters. These measures will require that all system users use unique and confidential passwords before using workstations on the network. Passwords shall be changed on a regularly scheduled basis, changes scheduled for every 90 days.

D. Security

1. *Accessing other computers and networks.* A user's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.
2. *Computer Security.* Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of County computer resources. This duty includes taking reasonable precautions to prevent



intruders from accessing the County's network without authorization and preventing introduction and spread of viruses.

3. *Exception process.* The County has a set standard, for network security, that disallows individual connections to the County network. It is understood that individual departments and agencies use proprietary software that require access to the County network. In those instances, the department/agency will be required to obtain authorization from the Director of Technology and appropriate network security permissions to allow access will be approved. The same process will apply for any department/agency requesting a waiver from any part of the Kendall County network security policy.

E. Viruses

1. *Virus detection.* Viruses can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the County's network. To that end, all material received magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the County must be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that home computers and laptops might contain viruses. All data transferred from these computers to the County's network must be scanned for viruses.
2. *Accessing the Internet.* To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the County's network must do so through an approved firewall.

F. Miscellaneous

1. *Confidential Information.* When sending confidential information to shared devices (e.g., printers, facsimile machines, etc.) users must exercise reasonable judgment to maintain confidentiality at the destination.
2. *Compliance with Applicable Laws and Licenses.* In their use of computer resources, users must comply with all software licenses; copyrights; and all other state, federal and international laws governing intellectual property and online activities.
3. *Other Policies Applicable.* In their use of computer resources, users must observe and comply with all other county policies and guidelines.

Section 8.7 RESPONSIBILITIES

A. Administrative Responsibilities

The County Administrator and Technology Director are responsible for the implementation of this policy. Department Heads and Elected Officials are responsible for compliance by their employees.

1. *Department Head/Elected Official Responsibilities.* Department Heads/Elected Officials are responsible for:

Ensuring that all users have access only to data needed to perform their job responsibilities

Ensuring that all users understand their obligation to protect technology resources

Implementing required security practices

Reporting noncompliance; and Initiating corrective action

2. *Technology Services responsibilities.* The Technology Director and support staff must be zealous in their efforts to maintain user confidence in privacy, availability, reliability, and productivity. Computer files may be accessed to verify compliance with County policies.

On suspicion that a security breach has occurred, the findings are to be reported to the Technology Director to determine if the breach is significant enough to warrant further investigation.

Technology Services staff is responsible to the users for the integrity of the information environment they support. Although Technology Services staff must have, at times, access to a users private domain to provide support, they must not use that privilege for any other purpose. Any support person who uses his/her privileges for purposes other than support, divulges confidential information gained from such support, or fails to comply with the principles set forth in this security policy is subject to disciplinary action, up to and including discharge.

Compliance with this policy will be monitored by Technology Services and violations will be reported in a discreet and professional manner when it appears the user has intentionally violated this policy or any other related policy. The incidents will be fully documented and reported to the County Administrator.

A back-up of users and shared directories will be performed on a regular basis with all directories located on shared file servers, not individual drives, backed up on an appropriate schedule.

Controls must be in place to confirm that obligations under software license agreements are being met for all software on workstations and network servers.

B. User Responsibilities

All employees are responsible for compliance with this order.

1. *Restricted access to (IT) resources.* Access to (IT) resources must be protected by unique user accounts restricted by password or other controls. Passwords shall be confidential and protected by individual users to prevent unauthorized use and release of information.
2. *Dissemination of Data.* Dissemination of confidential data acquired when performing job responsibilities, in any form (printed, electronically, verbal, etc.) is strictly forbidden unless prior written permission has been granted, and such dissemination is not in conflict with any other County policy.
3. *Computer Software.* All software and data files developed on County Owned or controlled (IT) resources are for official business. Employees must adhere to all terms and conditions for licensing agreements governing distribution and use of software. Violation of software license agreements and copyright laws may subject the offender to criminal prosecution and civil damages.

No software will be run on County computers that has not been reviewed and approved by Technology Services. This review process ensures that the software is compatible (if required) with other existing software and is free from any computer viruses. This includes software available commercially or circulated public domain software.

4. *Backup Responsibilities.* Any user who uses county systems not on the County network or proprietary computer systems is responsible for backing up data and software of those systems. Users who store files on the Local Area Network (LAN) drives are protected due to a nightly LAN backup. If, however, an employee stores user files on the hard drive (C) or on the desktop, the employee is responsible for the file backup.

5. *Responsible Care.* All users shall maintain a clean work area and guard against potential damage to hardware or destruction of data through spillage, carelessness, etc. All equipment relocation shall be coordinated in advance through Technology Services and performed by Technology Services. A user must return any County hardware or software which is in his/her possession prior to leaving County employment.
6. *Use of the Internet.* The Internet is a tool to be used in helping employees meet the requirements of their job (i.e., those who need information from a reliable Internet source to perform research duties or interface with organizations that use the Internet for conducting business with the County). Users must refrain from requesting information which is inappropriate in the workplace. Examples of inappropriate use of resources include, but are not limited to, any traffic that violates state and/or federal laws, the distribution of non-business related advertising, and propagation of computer worms and/or viruses, distribution of chain letters, attempts to make unauthorized entry into another network. Technology Services provides level of internet access that is assigned to employees by the responsible authority of the office/department. Internet use is monitored and reported to supervisors if requested.
7. *Electronic Mail.* County employees are to use the County's e-mail system primarily for County business communications and are responsible to guard against e-mail abuse. Examples of abuse are chain letters, selling or purchasing of personal items.
8. *Accountability.* Anyone observing what appears to be a breach of security where County information could be compromised, modified, stolen, lost or destroyed must report the incident to the Technology Director or County Administrator.
9. *Computer Hardware:* No hardware will be added to the County computers or network that has not been reviewed and approved by Technology Services. This review process ensures that the hardware is compatible with existing hardware standards. The purchaser will assume ongoing maintenance and support responsibility for peripheral devices (printers, scanners, phones with email functions, etc.) purchased without Technology Services approval. The purchaser will also be responsible for purchasing any consumables that this equipment requires.

## Approval and Revision Dates of Policies

POLICY	CHAPTER	SECTION No.	APPROVAL DATE	REVISION DATES
Worker's Compensation	V	5.2	6/8/1992	
Credit Union	V	5.4	6/9/1992	
Conferences and Professional Organizations	III	3.5A	7/22/1992	
Performances Appraisal	IV	4.3	9/15/1992	
Retired Employees Insurance	V	5.1	1/14/1992	
Equal Employment	I	1.1	10/19/1999	
Employee References	II	2.3F	6/20/1995	
Gifts and Gratuities	III	3.5E	10/19/1999	
Auto Insurance	III	3.5F	10/19/1999	
Workplace Violence	III	3.6	10/19/1999	
Employee Assistance Program	V	5.5	10/19/1999	
Family Medical Leave (FMLA) Policy	VI	6.6	6/1/1994	1998
Flowers, Donation and Gifts Distribution	III I	3.5D 1.8	11/27/1998 6/13/1991	9/18/2001
Network Policy	VIII	8	9/18/2001	
Banked Sick Leave	VI	6.2	1991	9/17/2002
Paid and Unpaid Leaves	VI	6.1	1991	2/28/2003
Holidays	VI	6.4	1991	7/15/2003
Compensations and Performance	IV	4.3	1991	7/15/2003
Administrative Policies	III	3.3	8/19/2003	
IMRF Disability Benefit	V	5.8	3/20/2001	12/16/2003
Paid and Unpaid Leaves	VI	6.1	2/28/2003	1/20/2004
VESSA (Victim's Economic Security & Safety Act Policy)	VI	6.12	4/1/2004	
Paid and Unpaid Leaves	VI	6.6	3/20/2001	5/18/2004
Employment Policies	II	2.2	3/20/2001	5/17/2005
Paid and Unpaid Leaves	VI	6.6	5/18/2004	5/17/2005
Military Leave	VI	6.8	8/1/1984	6/21/2005
Educational Reimbursement V 5	V	5.3	8/1/1984	9/19/2006
Illinois Clean Indoor Air/Smoke Free Workplace	VII	7.4	5/1/2007	5/1/2007
IMRF Disability Benefit	V	5.8	8/19/2008	8/19/2008
Technology Policy	VIII	8.1	9/18/2001	6/16/2009
Employment Procedures	II	2.2		7/19/2011
Drug and Alcohol Policy	VII	7.6	Section Replaced	11/1/2011
Identity Protection	III	3.7	6/18/2013	
Educational Reimbursement	V	5.3	11/19/2013	11/19/2013
Insurance - Employee and Dependents	V	5.1	11/19/2013	11/19/2013
Retirement	V	5.7	11/19/2013	11/19/2013
Maternity Accommodations Policy	VI	6.7	11/18/2014	

IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

GENERAL ORDER 16- 1

IN THE MATTER OF THE ADOPTION OF )  
THE COURT CALENDAR FOR THE YEAR )  
2017: )

**FILED**  
**JUN 14 2016**  
Maureen A. Josh  
Clerk of the Circuit Court  
DeKalb County, Illinois

**IT IS HEREBY ORDERED THAT:**

The Circuit Court for the 23<sup>rd</sup> Judicial Circuit of the State of Illinois shall adjourn, and the Office of the Circuit Clerks of DeKalb and Kendall Counties shall be closed on the following legal holidays for the year 2017:

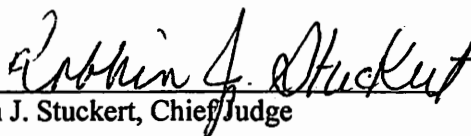
**HOLIDAY**

**OBSERVED**

New Year's Day  
Martin Luther King, Jr. Day  
Lincoln's Birthday (Observed)  
Washington's Birthday (Observed)  
Spring Holiday  
Memorial Day  
Independence Day  
Labor Day  
Columbus Day (Observed)  
Veterans' Day (Observed)  
Thanksgiving Day  
Day Following Thanksgiving Day  
Christmas Day

Monday, January 2, 2017  
Monday, January 16, 2017  
Monday, February 13, 2017  
Monday, February 20, 2017  
Friday, April 14, 2017  
Monday, May 29, 2017  
Tuesday, July 4, 2017  
Monday, September 4, 2017  
Monday, October 9, 2017  
Friday, November 10, 2017  
Thursday, November 23, 2017  
Friday, November 24, 2017  
Monday, December 25, 2017

Dated this 13 day of June, 2016

  
Robbin J. Stuckert, Chief Judge

# KENDALL COUNTY, ILLINOIS

Resolution No. \_\_\_\_\_

## RESOLUTION APPROVING AMENDED TECHNOLOGY POLICY

WHEREAS, Kendall County, Illinois (“County”) is a unit of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970, organized and operated under the laws of the State of Illinois; and

WHEREAS, the County Board of Kendall County (“County Board”) recognizes that Kendall County employees and County Board members send and receive emails through Kendall County’s email server; and

WHEREAS, the County Board further recognizes that a convenience copy of said emails are also retained in the County’s journal copy email archive (“archive”), which is managed by the Kendall County Technology Services Department; and

WHEREAS, the County currently has a Technology Policy, which is contained in Chapter VII of the County’s Employee Handbook but said policy does not currently address the emails stored in the archive; and

WHEREAS, the Illinois Local Records Commission recently confirmed emails retained in the County’s archive are “convenience copies” that are not subject to the retention requirements of the Illinois Local Records Act; and

WHEREAS, as the records contained in the archive are not subject to the retention requirements set forth in the Illinois Local Records Act, the County Board seeks to amend the County’s Technology Policy to include provisions governing the management and retention requirements for the emails contained in the archive; and

**NOW, THEREFORE, BE IT RESOLVED**, by the County Board of Kendall County, as follows:

**Section 1.** The recitals set forth above are hereby incorporated by reference.

**Section 2.** The County’s current Technology Policy contained in Chapter VII of the County’s Employee Handbook is hereby amended and replaced with the Technology Policy (“Amended Technology Policy”), effective immediately. The Amended Technology Policy is attached hereto as **Exhibit A**.

**Section 3.** The County Administrator or his designee shall provide a copy of the Amended Technology Policy to all County Department Heads and Elected Officials within seven (7) calendar days after approval of this Resolution.

**Section 4.** Within seven (7) calendar days after receipt of the Amended Technology Policy, the County Department Heads shall provide a copy of the Amended Technology Policy to each and every employee in their respective departments and shall obtain a signed acknowledgment of receipt of the Amended Technology Policy from each employee for placement in the employee's personnel file.

**Section 5.** Further amendments to the Technology Policy may occur at anytime with a majority vote of the Kendall County Board.

**Section 6.** This Resolution shall be in full force and effect as of the 1st day of July, 2016.

**Approved and adopted by the County Board of Kendall County, Illinois on this \_\_\_\_\_ day of June, 2016.**

\_\_\_\_\_  
John A. Shaw, Chairman  
County Board

Attest:

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

## **EXHIBIT A**

### **CHAPTER VIII TECHNOLOGY POLICY**

#### **Section 8.1 ORDER:**

Information technology (IT) resources are assets of Kendall County and must be used for authorized business. IT resources include, but are not limited to, electronic computer equipment, software, internet access, email accounts, and the information which is stored, processed, or transmitted from, to or through that equipment. County (IT) resources must be protected from accidental or unauthorized access, use, disclosure, modification, or destruction by employees, contractors, or any individual whether on County or non-County provided equipment.

#### **Section 8.2 OVERVIEW:**

The County reserves the right to, among other actions, access, audit, block, delete, disclose, intercept, monitor, publish, recover, restrict, restore, review, screen, or trace any information at any time without notice.

#### **Section 8.3 SECURITY:**

Each user is authorized to access only information which is required to do his/her job. Unauthorized access to information is strictly prohibited. All users must safeguard County information and treat electronic documents/communications with the same level of care, both in production and storage, as is accorded documents and communications that are in print form. Access to (IT) resources will be immediately deactivated when a County employee terminates employment or rights are withdrawn for any other reason.

#### **Section 8.4 ENFORCEMENT:**

Use of any County (IT) resource will be audited and monitored. It is each user's responsibility to understand and comply with the set forth Policy. Noncompliance with this Policy may be cause for disciplinary action as well as monetary charges being assessed where appropriate. If it is determined that an employee has misused (IT) resources, the employee will be subject to appropriate disciplinary action for misuse of County property, up to and including discharge.

#### **Section 8.5 DEFINITIONS:**

Users – The term *users* refers to all employees, independent contractors, consultants, temporary workers and other persons or entities who use County Information Technology resources.

Information Technology (IT) Resources – The term *information technology resources* refers to the County's entire computer network. Specifically, *information technology resources* includes, but is not limited to: individual workstations, file servers, communication servers, application servers, mail servers, fax servers, Web servers, laptops, software, data files and network cables, whether connected to the network or not.



## Section 8.6 GUIDELINES:

### A. No Expectation of Privacy

1. *No expectation of privacy.* The computers and computer accounts are given to users to assist them in performance of their jobs. Users do not have an expectation of privacy in anything they create, store, send, or receive on any technology resource. The computer system belongs to the County and may be used only for job-related purposes.
2. *Waiver of privacy rights.* Users expressly waive any right of privacy or expectation of privacy in anything they create, store, send, or receive on the computer or through the Internet or any other computer network. Users consent to allowing personnel selected at the sole discretion of the County to access and review materials users create, store, send, or receive on the computer or through the Internet or any other computer network. Users understand that the County may use human or automated means to monitor use of its computer resource.

### B. Prohibited Activities

1. *Inappropriate or unlawful material.* Material that is fraudulent, sexually explicit, profane, obscene, defamatory; that is intended to harass, embarrass or intimidate; or that is unlawful or otherwise determined by the County to be inappropriate shall not be sent by e-mail or other form of electronic communication (such as bulletin board systems, news groups, chat groups) or displayed on or stored in County computers. Users encountering or receiving this kind of material should immediately report the incident to their department head/elected official.
2. *Misuse of software.* All software must be approved by the Technology Director prior to installation on any County workstations or servers. Users may not do any of the following: (A) Copy software for use on their home computers; (B) provide copies of software to any independent contractors of the County or to any firm or individual, unless specifically authorized through an official County contract or agreement; (c) install software on any of the County workstations or servers; (d) download any software from the Internet or other online service to any of the County workstations or servers; (e) modify, revise, transform, recast, or adapt any software; or (f) reverse-engineer, disassemble, or decompile any software. Users who become aware of any misuse of software or violation of copyright law should immediately report the incident to their Department Head/Elected Official.
3. *Prohibited uses.* Without prior written permission from the Technology Director, County computer resources may not be used for dissemination or storage of personal advertisements, solicitations, promotions, destructive programs (i.e., viruses or self replicating code), or any other unauthorized use.
4. *Communication of confidential information.* Sending, transmitting or otherwise disseminating without authorization proprietary County data or other information identified as confidential is strictly prohibited.

### C. Passwords

1. *Responsibility for passwords.* Users are responsible for safeguarding their passwords for access to the computer system. Individual passwords should not be printed, stored online, or given to others. Users are responsible for all transactions made using their passwords.
2. *Passwords do not imply privacy.* Use of passwords to gain access to the computer system or to encode particular files or messages does not imply that users have an expectation of privacy in the material they create or receive on the computer system.

3. *Password management.* Passwords should have a minimum length of six (6) characters. These measures will require that all system users use unique and confidential passwords before using workstations on the network. Passwords shall be changed on a regularly scheduled basis, changes scheduled for every 90 days.

#### D. Security

1. *Accessing other computers and networks.* A user's ability to connect to other computer systems through the network does not imply a right to connect to those systems or to make use of those systems unless specifically authorized by the operators of those systems.
2. *Computer Security.* Each user is responsible for ensuring that use of outside computers and networks, such as the Internet, does not compromise the security of County computer resources. This duty includes taking reasonable precautions to prevent intruders from accessing the County's network without authorization and preventing introduction and spread of viruses.
3. *Exception process.* The County has a set standard, for network security, that disallows individual connections to the County network. It is understood that individual departments and agencies use proprietary software that require access to the County network. In those instances, the department/agency will be required to obtain authorization from the Director of Technology and appropriate network security permissions to allow access will be approved. The same process will apply for any department/agency requesting a waiver from any part of the Kendall County network security policy.

#### E. Viruses

1. *Virus detection.* Viruses can cause substantial damage to computer systems. Each user is responsible for taking reasonable precautions to ensure he/she does not introduce viruses into the County's network. To that end, all material received magnetic or optical medium and all material downloaded from the Internet or from computers or networks that do not belong to the County must be scanned for viruses and other destructive programs before being placed onto the computer system. Users should understand that home computers and laptops might contain viruses. All data transferred from these computers to the County's network must be scanned for viruses.
2. *Accessing the Internet.* To ensure security and avoid the spread of viruses, users accessing the Internet through a computer attached to the County's network must do so through an approved firewall.

#### F. Miscellaneous

1. *Confidential Information.* When sending confidential information to shared devices (e.g., printers, facsimile machines, etc.) users must exercise reasonable judgment to maintain confidentiality at the destination.
2. *Compliance with Applicable Laws and Licenses.* In their use of computer resources, users must comply with all software licenses; copyrights; and all other state, federal and international laws governing intellectual property and online activities.
3. *Other Policies Applicable.* In their use of computer resources, users must observe and comply with all other county policies and guidelines.

## **Section 8.7 JOURNAL COPY EMAIL ARCHIVE MANAGEMENT, RETENTION AND DISPOSAL**

### **A. RETENTION AND DISPOSAL REQUIREMENTS**

1. A duplicate copy of all emails sent and received via the County's email server will be stored on the County's journal copy email archive (hereinafter referred to as "archived emails"). The archived emails are convenience copies, which are not subject to the record retention requirements of the Illinois Local Records Act.
2. Archived emails shall be retained in their electronic form in the County's journal copy email archive for a period of at least seven (7) years from the date any email sent or received.
3. The seven (7) year retention period requirement set forth in Section 8.7(A)(2) above may be modified or waived upon entry of a court order or pursuant to applicable state or federal law.
4. Upon the completion of the required retention period, the Kendall County Technology Services Department shall permanently delete or purge the archived emails from the County's journal copy email archive. Because the archived emails are convenience copies, which are not subject to the Illinois Local Records Act, the Illinois Local Records Commission's prior approval for disposal of the archived emails is not necessary.

### **B. PRESERVATION NOTICE**

1. The County acknowledges there may be situations that arise that require the Kendall County Technology Services Department to retain certain archived emails beyond the required retention period set forth in Section 8.7(A) above (e.g., pending litigation and/or a pending law enforcement investigation). It is the applicable County department head and/or elected official's responsibility to notify the Kendall County Technology Services Department when certain archived emails must be preserved beyond the required seven (7) retention period. The County department head and/or elected official shall provide such notice in writing to the Kendall County Technology Services Department on the Preservation Notice Form, which is attached as **Exhibit 1**.
2. Upon receipt of the Preservation Notice Form, the Kendall County Technology Services Department shall take all steps reasonably necessary to preserve and retain the applicable archived emails. The Kendall County Technology Services Department shall then preserve and retain the archived emails until the County department head or elected officials confirms, in writing, that the preservation hold is concluded and the archived emails may be destroyed.

## C. ACCESS TO ARCHIVED EMAILS

While the archived emails are retained in the journal copy email archive, the Kendall County Technology Services Department may provide access to archived emails as follows:

1. Access may be provided to the individual employee or elected official who sent or received the archived email, provided the individual has submitted their request in writing to the Technology Services Department.
2. Access may be provided to a County department head and/or elected official or their designee for archived emails sent or received by employees supervised by the requesting County department head/elected official. The County department head and/or elected official requesting access to a subordinate employee's archived emails must make a written request to the Kendall County Technology Services Department by completing the "Technology Services Internal Request for Archived Email" form, which is attached as **Exhibit 2**.
3. Access may be provided to the County Board Chairman or their designee for archived emails sent or received by a County department head and/or employees supervised by a County department head.
4. To the extent permitted by law, access may be provided to any third party pursuant to a validly issued subpoena and/or court order.

## Section 8.8 RESPONSIBILITIES:

### A. Administrative Responsibilities

The County Administrator and Technology Director are responsible for the implementation of this policy. Department Heads and Elected Officials are responsible for compliance by their employees.

1. *Department Head/Elected Official Responsibilities.* Department Heads/Elected Officials are responsible for:
  - a. Ensuring that all users have access only to data needed to perform their job responsibilities;
  - b. Ensuring that all users understand their obligation to protect technology resources  
Implementing required security practices;
  - c. Reporting noncompliance; and
  - d. Initiating corrective action.
2. *Technology Services responsibilities.* The Technology Director and support staff must be zealous in their efforts to maintain user confidence in privacy, availability, reliability, and productivity. Computer files may be accessed to verify compliance with County policies. On suspicion that a security breach has occurred, the findings are to be reported to the Technology Director to determine if the breach is significant enough to warrant further investigation. Technology Services staff is responsible to the users for the integrity of the information environment they support. Although Technology Services staff must have, at times, access to a users private domain to provide support, they must not use that privilege for any other purpose. Any support person who uses his/her privileges for purposes other than support, divulges confidential information gained from such support, or fails to comply with the principles set forth in this security policy is subject to disciplinary action, up to and including discharge. Compliance with this policy will be monitored by Technology Services and violations will be reported in a discreet and professional manner when it appears the user has intentionally violated this policy or any other related policy. The incidents will be fully documented and reported to the County

Administrator. A back-up of users and shared directories will be performed on a regular basis with all directories located on shared file servers, not individual drives, backed up on an appropriate schedule. Controls must be in place to confirm that obligations under software license agreements are being met for all software on workstations and network servers.

## B. User Responsibilities

All employees are responsible for compliance with this order.

1. *Restricted access to (IT) resources.* Access to (IT) resources must be protected by unique user accounts restricted by password or other controls. Passwords shall be confidential and protected by individual users to prevent unauthorized use and release of information.
2. *Dissemination of Data.* Dissemination of confidential data acquired when performing job responsibilities, in any form (printed, electronically, verbal, etc.) is strictly forbidden unless prior written permission has been granted, and such dissemination is not in conflict with any other County policy.
3. *Computer Software.* All software and data files developed on County Owned or controlled (IT) resources are for official business. Employees must adhere to all terms and conditions for licensing agreements governing distribution and use of software. Violation of software license agreements and copyright laws may subject the offender to criminal prosecution and civil damages. No software will be run on County computers that has not been reviewed and approved by Technology Services. This review process ensures that the software is compatible (if required) with other existing software and is free from any computer viruses. This includes software available commercially or circulated public domain software.
4. *Backup Responsibilities.* Any user who uses county systems not on the County network or proprietary computer systems is responsible for backing up data and software of those systems. Users who store files on the Local Area Network (LAN) drives are protected due to a nightly LAN backup. If, however, an employee stores user files on the hard drive (C) or on the desktop, the employee is responsible for the file backup.
5. *Responsible Care.* All users shall maintain a clean work area and guard against potential damage to hardware or destruction of data through spillage, carelessness, etc. All equipment relocation shall be coordinated in advance through Technology Services and performed by Technology Services. A user must return any County hardware or software which is in his/her possession prior to leaving County employment.
6. *Use of the Internet.* The Internet is a tool to be used in helping employees meet the requirements of their job (i.e., those who need information from a reliable Internet source to perform research duties or interface with organizations that use the Internet for conducting business with the County). Users must refrain from requesting information which is inappropriate in the workplace. Examples of inappropriate use of resources include, but are not limited to, any traffic that violates state and/or federal laws, the distribution of non-business related advertising, and propagation of computer worms and/or viruses, distribution of chain letters, attempts to make unauthorized entry into another network. Technology Services provides level of internet access that is assigned to employees by the responsible authority of the office/department. Internet use is monitored and reported to supervisors if requested.
7. *Electronic Mail.* County employees are to use the County's e-mail system primarily for County business communications and are responsible to guard against e-mail abuse. Examples of abuse are chain letters, selling or purchasing of personal items.

8. *Accountability.* Anyone observing what appears to be a breach of security where County information could be compromised, modified, stolen, lost or destroyed must report the incident to the Technology Director or County Administrator.
  
9. *Computer Hardware:* No hardware will be added to the County computers or network that has not been reviewed and approved by Technology Services. This review process ensures that the hardware is compatible with existing hardware standards. The purchaser will assume ongoing maintenance and support responsibility for peripheral devices (printers, scanners, phones with email functions, etc.) purchased without Technology Services approval. The purchaser will also be responsible for purchasing any consumables that this equipment requires.

# CHAPTER VIII, EXHIBIT 1

## Kendall County Technology Services Preservation Notice

Effective immediately, please preserve until further written notice all of the following:

A brief description of the records to be preserved:
Dates:
To (if known):
From (if known):
Subject (if known):
Keywords:
Attachment Name (if known):
Reason for preservation:
Duration of preservation requirement (if known):
Other:

**X** \_\_\_\_\_ Date Requested  
           Elected or Appointed Department Head

**X** \_\_\_\_\_ Date Delivered  
           Technology Services

# CHAPTER VIII, EXHIBIT 2

## Kendall County Technology Services Internal Request for Archived Emails

Please list dates, keywords, and/or email addresses below.

Dates:
To:
From:
Subject:
Keywords:
Attachment Name:
Other:

Appointed Department Heads and Elected Officials shall only have access to emails sent or received by employees supervised by the Appointed Department Head or Elected Official while said emails are retained in the journal copy archive.

**X** \_\_\_\_\_  
Elected or Appointed Department Head

\_\_\_\_\_  
Date Requested

**X** \_\_\_\_\_  
Technology Services

\_\_\_\_\_  
Date Delivered



## HIGHWAY COMMITTEE MINUTES

**DATE:** June 14, 2016  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Dan Koukol, Scott Gryder, Judy Gilmour and Matt Prochaska  
**STAFF PRESENT:** Ginger Gates, Andy Myers, John Burscheid and Fran Klaas  
**ALSO PRESENT:** P.J. Fitzpatrick and Kelly Farley

The committee meeting convened at 4:00 P.M. with roll call of committee members. Wehrli absent. Quorum established.

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

Motion Prochaska, second Gryder to approve the Highway Committee meeting minutes from May 10, 2016. Motion carried unanimously.

The Local Public Agency Amendment for Federal Participation related to Eldamain Road Construction was presented to the Committee. The Amendment provides for an additional \$1 million in federal aid funds for construction of Eldamain Road from Menards Distribution Center to Galena Road. This takes the total federal aid funds from \$2.5 million to \$3.5 million for that project, thus reducing the local share of costs by \$1 million. Motion Gryder; second Gilmour to recommend approval of the Amendment to the County Board. Motion carried unanimously.

After reviewing emails from Illinois Department of Transportation regarding the removal of stop signs at Old Ridge Road and Illinois Route 126, the Committee felt that there was no further need to consider sending a resolution to IDOT requesting the same. IDOT's plan is to let a contract yet this calendar year to make improvements at the intersection and remove the stop signs on Illinois Route 126.

Motion Gryder; second Prochaska to approve a petition from Little Rock Road District to participate in a drainage project that connects the north part of Mitchell Road to the south part of Mitchell Road. Klaas reported that after reviewing applicable laws, the State's Attorney Office believes that the County can participate in the project, but is not obligated to participate. Klaas recommended that the County approve the petition and participate in completing the project in light of the fact that the County will soon be closing Eldamain Road to reconstruct that road from River Road to U.S. Route 34. Mitchell Road would provide an alternate route for drivers while Eldamain Road is closed. By roll call vote, all members of the Committee voted no.

An agreement with Willett Hofmann & Associates was presented to the Committee related to inspection of county bridges during 2016 and 2017. These inspections are required as part of the National Bridge Inspection System. Koukol requested that the consultant make a presentation to the Committee next month to describe in detail the work that is contemplated under the Agreement.

Chairman reported that more and more people are disregarding the stops signs on Route 126 at Old Ridge Road. He also noted the increased traffic on Ridge Road south of Route 126.

PJ Fitzpatrick gave a report on the progress of preliminary engineering by WBK on the Collins Road Extension.

Kelly Farley gave a report on the progress of preliminary engineering by CMT on the Little Rock Road project south of Galena Road.

The Committee discussed the idea of hiring back Andy Myers to work during the construction season as a full-time temporary employee after his retirement at the end of 2016. His hours would be limited to not more than 600 hours. By doing this, the County might be able to postpone the hiring of a full-time replacement, and would save considerable amounts of money. The Committee was unanimously supportive of this plan.

Motion Koukol; second Gimour to forward Highway Department bills for the month of June in the amount of \$242,399.96 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:43 P.M.


Respectfully submitted,



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

### **Action Items (Highway)**

1. Local Public Agency Amendment for Federal Participation related to Eldamain Road Construction, providing for an additional \$1 million in federal aid funds for construction of Eldamain Road from Menards Distribution Center to Galena Road.

 <b>Illinois Department of Transportation</b> <b>Local Public Agency Amendment # 1 for Federal Participation</b>	Local Public Agency Kendall County	State Contract <input checked="" type="checkbox"/>	Day Labor <input type="checkbox"/>	Local Contract <input type="checkbox"/>	RR Force Account <input type="checkbox"/>
	Section: 07-00096-00-RP	Fund Type: STU	ITEP / SRTS / HSIP Number(s)		
<b>Construction</b>		<b>Engineering</b>		<b>Right-of-Way</b>	
Job Number C-93-102-14	Project Number M-4003(304)	Job Number	Project Number	Job Number	Project Number

This Amendment is made and entered into between the above local public agency, hereinafter referred to as the "LPA", and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LPA have jointly proposed to improve the designated location as described below and agree to the changes outlined in this Amendment. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration, hereinafter referred to as "FHWA".

**Location**

Location Eldamain Rd / CH 7 Route FAU 4000 Length 2.2 Mi  
 Termini Galena Road to Menards Distribution Center

Current Jurisdiction Kendall County TIP Number 09-08-0007 Existing Structure No \_\_\_\_\_

**Amended Division of Cost**

Type of Work	STU	%	%	LPA	%	Total
Participating Construction	3,500,000	( * )	( )	3,500,000	( BAL )	7,000,000
Non-Participating Construction	( )	( )	( )	( )	( )	( )
Preliminary Engineering	( )	( )	( )	( )	( )	( )
Construction Engineering	( )	( )	( )	( )	( )	( )
Right of Way	( )	( )	( )	( )	( )	( )
Railroads	( )	( )	( )	( )	( )	( )
Utilities	( )	( )	( )	( )	( )	( )
Materials	( )	( )	( )	( )	( )	( )
<b>TOTAL</b>	<b>\$ 3,500,000</b>			<b>\$ 3,500,000</b>		<b>\$ 7,000,000</b>

\*80% STU funds NTE \$3,500,000.00

**NOTE:**

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

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

**Local Public Agency Appropriation**

**For Amendments increasing the LPA share:** By execution of this Amendment, the LPA attests that additional moneys have been appropriated or reserved by resolution or ordinance to fund the additional share of LPA project costs. A copy of the resolution or ordinance is attached as an addendum (required for increases to state-let contracts only).

**ADDENDA**

Additional information, changes, and/or stipulations to the original Agreement are hereby attached and identified below as being a part of this Amendment.

\_\_\_\_\_  
(Insert addendum numbers and titles as applicable)

BE IT MUTUALLY AGREED that all remaining provisions of the original agreement not altered by this Amendment shall remain in full force and effect and the Amendment shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

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

**APPROVED**

Local Public Agency

John A. Shaw

\_\_\_\_\_  
Name of Official (Print or Type Name)

County Board Chairman

\_\_\_\_\_  
Title (County Board Chairperson/Mayor/Village President/etc.)

\_\_\_\_\_  
(Signature)

\_\_\_\_\_  
Date

The above signature certifies the agency's TIN number  
36-600-6598 conducting business as a Governmental  
Entity.

DUNS Number 361779440

**APPROVED**

State of Illinois  
Department of Transportation

\_\_\_\_\_  
Randall S. Blankenhorn, Secretary

\_\_\_\_\_  
Date

By:

\_\_\_\_\_  
Aaron A. Weatherholt, Deputy Director of Highways

\_\_\_\_\_  
Date

\_\_\_\_\_  
Omer Osman, Director of Highways/Chief Engineer

\_\_\_\_\_  
Date

\_\_\_\_\_  
William M. Barnes, Chief Counsel

\_\_\_\_\_  
Date

\_\_\_\_\_  
Jeff Heck, Chief Fiscal Officer (CFO)

\_\_\_\_\_  
Date

**NOTE:** If the LPA signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

**COUNTY OF KENDALL, ILLINOIS  
FACILITIES MANAGEMENT COMMITTEE  
MEETING MINUTES  
MONDAY, JUNE 6, 2016**

Committee Chair Bob Davidson called the meeting to order at 3:30p.m.

**Roll Call:** Bob Davidson - yes, Jeff Wehrli - here, Dan Koukol - here. **With three members present, a quorum was formed to conduct business.**

Committee Members Absent: Judy Gilmour (excused), Matthew Prochaska (excused)

Others Present: Technology Director Scott Koeppel, County Board Chair John A. Shaw, Facilities Management Director Jim Smiley

**Approval of May 2, 2016 Meeting Minutes** – Member Wehrli made a motion to approve the May 2, 2016 meeting minutes, second by Member Koukol. **Motion carried.**

**Public Comment** - None

**Old Business/Projects**

- *Courthouse & Public Safety Center (PSC) Security Improvement Project/100% Design Review and Page Turn Meeting* – Director Smiley said they have reviewed the 100% design, and made a few changes. Director Smiley said they hope to have the RFP posted on June 23, 2016 as long as he can view the posting before it's posted, and then Director Smiley will post it in the Kendall County Record as well.
  
- *Law Enforcement Memorial Project* – Mr. Smiley reported:
  1. Concrete was poured on Saturday, May 21, 2016
  2. Steel is being donated by O'Malley Welding, but the project will pay for galvanizing.
  3. Oswego Chief of Police Jeff Burgner is working to find the timeline for brick work to begin, and anticipates it will begin soon. Chief Burgner also talked to the Oswego Parks department about installing the curbs for the courtyard, and they agreed to do the work. Director Smiley met with Chief Burgner and Zach from the Oswego Parks department about what is needed. Zach will coordinate the timeline with Mr. Smiley prior to the work beginning.

4. Inscriptions are being reviewed prior to go to the engraver for printing.
  5. Jeff Wehrli performed the excavation, forming and pouring as a donation to the project, and also cleaned the spoils and dug out the area for curbs to be installed along the patio.
  6. Mr. Smiley said that it will be necessary to install a curb on all three sides of the memorial.
- *Leopardo Energy Efficiency & County Facilities Project* – Director Smiley assembled the electronic drawings for Leopardo to review, and made arrangements with an online service to provide the drawings to Leopardo. Leopardo offered to scan additional paper drawings for Facilities Management, and those drawings were provided to Leopardo on June 2, 2016. Director Smiley acquired a master list of Sheriff’s office vehicles for Leopardo to review. Site visits are scheduled on June 14 -15, 2016.
- *PBZ Lobby Changes* – Mr. Smiley reported that the move of the counter in the lobby was completed, and there are plans for a door to be added to restrict access to back offices. A work order has also been submitted to paint the lobby area walls.

### **New Business/Projects**

*Chairman’s Report* – Chairman Davidson said that the current budgeted amount for FY2017 will not begin to put a dent in the many projects that need to be completed throughout the County in 2017. Mr. Davidson stated that the Finance Committee has to work with Facilities to ensure that these immediate projects can be completed, and to allow for the on-going maintenance of current buildings, as well as provide set funds in the budget every year for things like HVAC/Heating systems, windows, roofing and parking lot repairs. Mr. Smiley said that any unused funds need to remain available to Facilities Management and not be returned to the General Fund.

*Anti-Harassment Training* – Mr. Smiley announced that all Facilities Management personnel attended the training this year, and attendance sheets were provided to the HR Coordinator for their personnel records.

*Parking Lot Project Meeting with Highway Engineer* – Mr. Smiley met with County Highway Engineer Fran Klaas regarding the roadway between the County Office Building and Historical Courthouse, and the main parking lot at the front of the Public Safety Center where it connects to John Street, and the drive that leads from the east to John Street. There are also pot holes throughout the County that will need to be filled this summer.

*E-Filing Project for Circuit Clerk* – Mr. Smiley met with Interim Circuit Clerk Robyn Ingemunson and Judge Tim McCann regarding a mandate change effective in 2017 in which citizens will be able to come into the Circuit Clerks area and use a computer that will allow them to file their own cases online. The Interim Circuit Clerk’s proposed plan is to add an archway between the Circuit Clerk’s office lobby and the viewing room. After viewing the area and meeting with Judge McCann and Ms. Ingemunson, Mr. Smiley will determine the cost and update Ms. Ingemunson, and the committee at the next meeting.

*Courthouse Mural Project* – Mr. Smiley reported that prep work is completed and they are awaiting the mural for installation.

*Job Description Reviews* – Mr. Smiley reported that Jeff Wilkins asked that he review all of the current job descriptions so that they could be presented to the Admin HR Committee later this month.

### **Staffing/Training/Safety**

- *Reportable Labor Hours* – Mr. Smiley stated that there were an increased number of work orders, primarily because they continue to be short-staffed.

### **Other Items of Business**

- *CMMS Charts* – Reports were included in the packet for:
  - Reported versus Completed
  - Work Orders Reported by Building Current Month
  - Work Orders by Work Type Current

### **Questions from the Media** - None

**Executive Session** – Member Wehrli made a motion to enter into Executive Session for the purpose of 5 ILCS 120/2 (c)(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, second by Member Koukol.

Roll Call Vote: Member Davidson - yes, Member Koukol - yes, Member Wehrli – yes. **With three members in attendance voting aye, the committee entered into Executive Session at 4:08p.m.**

Others Present: Jim Smiley

Member Koukol made a motion to return to Open Session, second by Member Wehrli. With four members present voting aye, the committee returned to Open Session at 4:27p.m.

**Due to the 4<sup>th</sup> of July holiday, the next meeting will be on Monday, June 27, 2016 at 3:30p.m.**

**Adjournment** – Member Wehrli made a motion to adjourn the meeting, second by Member Koukol. With four present voting aye, the meeting adjourned at 4:36p.m.

Respectfully submitted,

Valarie McClain  
Administrative Services/County Board



**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes**  
**Thursday, June 16, 2016**

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**Call to Order**

The Budget and Finance Committee was called to order by Chairman John Purcell at 5:30p.m.

**Committee Members Present:** John Purcell, Bob Davidson, Matthew Prochaska, Elizabeth Flowers

Committee Members Absent: Scott Gryder

**Others Present:** Latreese Caldwell, Undersheriff Harold Martin, Jeff Wilkins

**Claims Review and Approval**– Member Davidson moved to approve claims in an amount not to exceed \$786,004.27 and Grand Juror Claims in an amount not to exceed \$700.00, second by Member Flowers. **With all members voting aye, the motion carried.**

**Department Heads and Elected Official Reports**

*Jeff Wilkins, Administrative Services* – Mr. Wilkins informed the committee that he received the Oswego Tax Increment Financing District proposal for downtown Oswego, Route 71 and Washington Street, and the upcoming discussion on July 8, 2016. Mr. Wilkins will email the packet to the Board members for further discussion at the Economic Development Committee meeting on June 30, 2016.

**Items from Other Committees** – Mr. Davidson updated the committee on the search for a Maintenance 1 position for the County Office Building and said the deadline for applications is June 24, 2016. Mr. Davidson also reported that Facilities Management will have a temporary staff shortage in the office.

**Items of Business**

- *Local Debt Recovery Program Intergovernmental Agreement* – Member Prochaska stated that this was simply an item for discussion from the UCCI. Mr. Prochaska said that someone from the Comptroller's office informed them that they can collect debts. The only office that would benefit from this program would be the Circuit Clerk's office, and the Interim Circuit Clerk is reviewing this program. The state would pay the County for uncollected debt, and then the state would pursue collection from the debtor.

Undersheriff Martin stated that the Sheriff's Office might be able to utilize this program as well.

Mr. Wilkins will reach out to Boone County and get further details about their experience with the program, and report at the next meeting.

- *IMRF Discussion* – item not discussed
- *Benefits Reimbursement Policy* – item not discussed

**Other Business** – Mr. Purcell asked the committee when they wanted to set budget parameters, and said that department and office budgets are generally due by July 30, 2016.

Latreese Caldwell provided a synopsis of the six-month General Fund Income Statement which indicates the revenues are down, there will be an increase in salaries and insurance. **There was consensus by the committee to discuss this issue at the June 30, 2016 Finance committee meeting.**

**Public Comment** – None

**Questions from the Media** – None

**Action Items for County Board**

- *Approval of Claims in an amount not to exceed \$786,004.27 and Grand Juror Claims in an amount not to exceed \$700.00*

**Items for Committee of the Whole** – None

**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 6:16p.m.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary

**LABOR & GRIEVANCE COMMITTEE MINUTES**  
**May 19, 2016**  
**County Board Room**

Committee Chair Elizabeth Flowers called the meeting to order at 6:10PM.

Quorum was determined with committee members present: Elizabeth Flowers, Judy Gilmour, Matt Prochaska, John Purcell

Committee members absent: Bob Davidson

Others present: County Administrator Jeff Wilkins, Ast. State's Attorney Leslie Johnson, Undersheriff Harold Martin, Chief Deputy Scott Koster

Items of Business - none

Other Discussion - none

Public comment - none

Questions from media - none

Executive session:

At 6:11PM, Member Purcell made a motion to enter executive session according to 5 ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Second made by Member Prochaska. 4-0 vote to enter executive session.

At 6:35PM the Committee entered open session.

Recommendations for County Board: none

Member Prochaska motioned to adjourn, second by Member Gilmour. 4-0 vote to adjourn at 6:36PM.

Respectfully submitted by Jeff Wilkins, County Administrator

**COUNTY OF KENDALL, ILLINOIS**  
**COMMITTEE OF THE WHOLE**  
**Meeting Minutes**  
**Thursday, June 16, 2016**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE**

The meeting was called to order by County Board Chair John A. Shaw at 4:31p.m., who led the committee in the Pledge to the American Flag.

**ROLL CALL**

Present: John Purcell - yes, John Shaw – yes, Lynn Cullick - here, Judy Gilmour here, Dan Koukol - present, Matthew Prochaska - here, Bob Davidson - yes

Board Members Absent: Elizabeth Flowers, Scott Gryder, Jeff Wehrli

Staff present: Undersheriff Harold Martin, John Sterrett, Jeff Wilkins

**ITEMS OF BUSINESS**

- *Discussion on 2017 Holiday Schedule* – Chairman Shaw reported his recent conversation with new 23<sup>rd</sup> Circuit Chief Judge Robbin Stuckert regarding the proposed 2017 holiday schedule. Chairman Shaw asked for a voice vote of Board members regarding the schedule.

Roll Call: Member Davidson – yes, Member Gilmour – yes, Member Koukol – yes, Member Purcell – yes, Member Prochaska – yes, Member Cullick – yes, Member Shaw – yes. **There was consensus by the committee to forward the holiday schedule to the County Board for approval.**

- *From Admin HR Committee:*

- ❖ *Discussion of Policy for Managing Email Archive* – Member Cullick reported that the Admin HR Committee has discussed this policy at several meetings, and said that currently the County archives emails for 30 days. The proposal is to extend that archive to seven-years, but there was not a unanimous committee recommendation.

Technology Director Scott Koepfel stated that when he began, he asked how long emails were maintained, and was told that it was 30 days. Mr. Koepfel was unable to locate any resolution or policy that indicated that policy. Mr. Koepfel brought this resolution to the Admin HR Committee so that a county policy would be in place for maintaining emails. Mr. Koepfel stated that he researched the archive issue with several area county Technology departments, and was told that they also maintain emails for

seven-years. It is both Director Koepfel and the State's Attorney's Office recommendation that all emails are archived for a seven-year period.

Mr. Koepfel also reviewed the two forms that would be used to request archived emails.

The committee wanted the start date of the seven-year archive to begin on July 1, 2016.

Roll Call: Member Prochaska – yes, Member Cullick – yes, Member Shaw – yes, Member Davidson – yes, Member Gilmour – yes, Member Koukol – yes, Member Purcell – yes, Member Shaw - yes. **There was consensus by the committee to forward this item to the County Board for approval.**

- ❖ *Discussion of Health Insurance Plan Design Options* – Jim Pajauskas from CBIZ provided information on Health Insurance Plan Design Options that was requested by some of the unions during negotiations, and how it would affect employees.

Mr. Pajauskas explained the current three options, HMO, PPO and HSA plans, the employer monthly cost and employee monthly costs, and other possible options.

Mr. Pajauskas said that he didn't feel that there can be enough change made that there is a significant financial impact to County employees under the current way that the contribution structure is set-up. Mr. Pajauskas said that part of earlier discussions was more definition of the premium that the County pays so that if the unions decide to make a change, employees would actually benefit by 100 percent.

Ms. Johnson said that the union asked for this information because they understand that changes can't be made to the plans because of union contract language, so they are asking what changes does the County need to make in the plans in order to shop around for competitive rates and the savings the County would like to see.

Mr. Pajauskas said that in order to get competitive rates, the County claims would need to decrease, and get rid of the HMO. But, Mr. Pajauskas said that the HMO helps the County control costs, and other vendors cannot compete with Blue Cross and Blue Shield (BCBS) because the HMO plan within BCBS works extremely well. And really drives the decrease in claims. Mr. Pajauskas said that it is not possible to split up the PPO and HMO between two different insurance companies. Ms. Johnson will take this information back to the unions as she continues union negotiations.

**PUBLIC COMMENT** – Todd Milliron, Yorkville

**QUESTIONS FROM THE MEDIA** – Jim Wyman, WSPY asked Assistant State’s Attorney Leslie Johnson if when she refers to “the union” if she was talking about all of the unions or one specific union. Ms. Johnson said that she was referring to all of the unions.

**CHAIRMAN’S REPORT** – Mr. Shaw reviewed the proposed announcements and appointments that will be voted on at the July 21<sup>st</sup> County Board meeting with the committee.

**REVIEW BOARD ACTION ITEMS** – Chair Shaw asked the committee to review the June 21, 2016 Board agenda for any necessary changes or additions.

The Board members requested the following be added to the agenda: 708 Mental Health Board Report, Approval of the 2017 Holiday Schedule, and Approval of the Policy for Managing Email Archive.

**EXECUTIVE SESSION** – Not Needed

**ADJOURNMENT** – Member Cullick moved to adjourn the meeting at 5:22p.m., Member Koukol seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary