



KANE COUNTY
COUNTY BOARD
TUESDAY, SEPTEMBER 8, 2020

County Board Room

Minutes

9:45 AM

Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134

1. CALL TO ORDER

The Adjourned Meeting of the Kane County Board was held at the Kane County Government Center, 719 S. Batavia Ave., Bldg. A, Geneva, IL 60134 on September 8, 2020.

Chairman Lauzen called the meeting to order at 9:45 AM.

2. ROLL CALL

Attendee Name	Organization	Title	Status	Arrived
Deborah Allan	Kane County	Board Member	Present	
Theresa Barreiro	Kane County	Board Member	Remote	
Mark Davoust	Kane County	Board Member	Present	
Drew Frasz	Kane County	Board Member	Present	
Matt Hanson	Kane County	Board Member	Present	
Barbara Hernandez	Kane County	Board Member	Remote	
John Hoscheit	Kane County	Board Member	Present	
Mo Iqbal	Kane County	Board Member	Remote	
Michael Kenyon	Kane County	Board Member	Present	
Chris Kioussis	Kane County	Board Member	Present	
Tom Koppie	Kane County	Board Member	Remote	
Bill Lenert	Kane County	Board Member	Present	
Anita Lewis	Kane County	Board Member	Absent	
John Martin	Kane County	Board Member	Present	
Myrna Molina	Kane County	Board Member	Remote	
Jarett Sanchez	Kane County	Board Member	Remote	
Douglas Scheflow	Kane County	Board Member	Remote	
Monica Silva	Kane County	Board Member	Remote	
Susan Starrett	Kane County	Board Member	Remote	
Clifford Surges	Kane County	Board Member	Present	
Angela C Thomas	Kane County	Board Member	Remote	
Steve Weber	Kane County	Board Member	Present	
Penny Wegman	Kane County	Board Member	Present	
Barbara Wojnicki	Kane County	Board Member	Present	
Christopher J Lauzen	Kane County	Chairman	Present	

Present: Co. Bd. Secretary Caryn Minor, Clerk Dpty. Weilandt; Finance Exec. Dir. Onzick, Bldg. Mgmt. Exec. Dir. Sparks; KDOT Dir. Schoedel; Sheriff Hain; State's Atty. McMahon & staff Lulves; ITD Exec. Dir. Fahnestock; members of the press & public.

3. PLEDGE OF ALLEGIANCE & PRAYER

County Board Member Kenyon started the meeting off with the Pledge of Allegiance. Newly hired Sheriff's Peace Officer Mike Drab said the prayer. A moment of silence followed for the recent passing of Debra Bree, Director of the Kane County Child Advocacy Center.

4. APPROVAL OF MINUTES: August 11, 2020, August 25, 2020

Motion by Kenyon, second by Wojnicki to approve the August 11, 2020 and August 25, 2020 meeting minutes. A few corrections followed.

In the August 11, 2020 minutes, Member Kious noted on Page 2 to remove the Chairman as a voting member for the approval of the minutes. On Page 2, under the recognition of Warren Kammerer to correct Mr. Kious's name.

In the August 11, 2020 minutes, Member Thomas asked that her comments pertaining Resolution No. 20-263 - Board Support for Police and Police Reforms -- be added. For the August 25, 2020 minutes she asked that her comments be on the record for supporting Kane County Connect/Community Outreach Coordinator.

Upon hearing no objections from other board members on the changes, the chairman entertained a motion to approve both sets of minutes, as amended. Roll call:

Aye: Allan, Barreiro, Davoust, Frasz, Hanson, Hernandez, Hoscheit, Iqbal, Kenyon, Kious, Koppie, Lenert, Martin, Molina, Sanchez, Scheflow, Silva, Starrett, Surges, Thomas, Weber, Wegman, Wojnicki

Nay: None.

Absent: Lewis

Minutes, as corrected, passed. Vote: 23-0

5. SPEAKERS (Agenda & Non-Agenda Items)

None.

6. NEW AND UNFINISHED BUSINESS**A. PRESENTATIONS/DISCUSSION**

- Early Retirement Incentive Savings (Sheriff Ron Hain)

Given the anticipated challenging financial times for 2021 and 2022, Sheriff Hain provided an overview of the retirement benefit offer being offered to his middle to upper management employees within his office. The three retirement packages included the following: 1) receive \$15,000 a year for two years; 2) receive \$15,000 and one year of county-paid premiums for health insurance; or 3) receive two years of health insurance. The third option proved to be the most expensive to the county. Fourteen employees opted in with most choosing the first option. Total savings over the two years equaled \$3.8M Dollars. Sheriff Hain plans to discuss with Finance Director Onzick other items that can be decreased to meet the county's budgetary goals for the next year. Member Lenert expressed his appreciation to the sheriff but cautioned the board/Finance Committee that while there was a \$3.8M savings over the two years to realize a future need may arise for other considerations or a need to hire someone and the figure could decrease. Chairman Lauzen also expressed his appreciation.

- Chairman's Short Program

Chairman Lauzen shared a note he received from Ms. Susan McCowan (phonetic) regarding her husband's positive interaction with Veterans Assistance Commission Supt. Jake Zimmerman. Another positive note, dated March 20, 2020, was from a

female detainee in the Adult Justice Center expressing her and other detainees' appreciation to Sheriff Hain and his staff for the precautionary steps he has taken in their housing unit to stop the spread of COVID-19 and to keep them safe.

B. ZONING PETITIONS

PETITION NO. 4555: Development Properties, Inc. (Tentinger Landscaping)

Development Chair Mr. Martin reviewed the petition noting there were no objectors. The ZBA and Development Committee recommended approval per staff's five conditions. Commissioner Frasz discussed the previous petition the owner brought prior, and explained that Mr. Tentinger was trying to separate his personal residence from his business. On behalf of the petitioner Mr. Nelson Sanderson was present to answer questions.

RESULT:	ADOPTED BY ROLL CALL VOTE [21 TO 0]
MOVER:	John Martin, Board Member
SECONDER:	Drew Frasz, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, Barbara Hernandez, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Tom Koppie, Angela C Thomas

C. RESOLUTIONS/ORDINANCES

----- CONSENT AGENDA -----

The Chairman asked if there were any items to be pulled from the Consent Agenda for discussion. Member Kious removed Res. No. 20-300. Member Hoscheit removed Res. No. 20-284. The Chairman entertained a motion to approve the Consent Agenda (Res. Nos. 20-279 to 20-303, with the exception of Resolution Nos. 20-24 and 20-300). Roll call:

RESULT:	APPROVED BY ROLL CALL VOTE [UNANIMOUS]
MOVER:	Mark Davoust, Board Member
SECONDER:	Michael Kenyon, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, Barbara Hernandez, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Tom Koppie, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis

Ord. #20 - 279 Ordinance providing for the issuance of Taxable PACE Revenue Notes of the County of Kane, Illinois, to finance certain projects pursuant to the County's property assessed clean energy program, providing for the payment of said notes, and authorizing the sale of said notes to the purchaser thereof.

Res. #20 - 280 Resolution in Support of the County Line Subdivision

Res. #20 - 281 Authorizing the Transfer of the Remaining Fund Balance from Juvenile Drug Court to Adult Drug Rehabilitation Court

Res. #20 - 282 Authorizing FY20 Budget Adjustment for NG9-1-1 Grant Revenue and Expenditures

Res. #20 - 283 Approving an FY20 Budget Adjustment for the JJC Farm to School Program

Res. #20 - 285 Accepting the Compeer Financial Grant and Approving the FY20 Budget Adjustment for the Farmer Mini Grant Program

Res. #20 - 286 Authorizing the County Board Chairman and County Clerk to enter into Grant Agreements

Res. #20 - 287 Authorizing Inter-Governmental Agreement with the State of Illinois, Department of Human Services--Juvenile Justice Council Grant

Res. #20 - 288 Authorizing the Purchase to Replace The Damaged Hazardous Materials and Devices Magazine, Along With Proper Protective Berm

Res. #20 - 289 Authorizing an Amendment to the Fifth Third Bank Commercial Card Program

Res. #20 - 290 Authorizing an Extended Contract with Huddleston-McBride Land Drainage Services for FY-2021

Res. #20 - 291 Authorization to Enter Into a Contract Extension for Audit Services

Res. #20 - 292 Approving the 2021 Monthly Health and Dental Contributions

Res. #20 - 293 Authorizing Exception to the County Financial Policies Regarding Personnel Hiring and Replacement

Res. #20 - 294 Rehiring of PT Kennel Assistant

Res. #20 - 295 Report of July 2020 Claims Paid

Ord. #20 - 296 Restatement And Amendment Of Section 2 Of Ordinance 11-400 Establishing The Judicial And Public Safety Technology Commission (As Previously Amended) To Establish The Terms Of The Position Of Chairman

Res. #20 - 297 Approving Release of Covenants, Easements and Restrictions - Kane County Highway Right of Way

Res. #20 - 298 Approving Acquisition of Right of Way and Appropriation of Funds for the Forest Preserve District of Kane County Agreement, Kirk Road over the Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Res. #20 - 299 Approving an Amendment to a Phase III Construction Engineering Services Agreement with Ciorba Group, Inc. of Chicago, Illinois for Fabyan Parkway at Kirk Road Intersection Improvement, Kane County Section No. 11-00201-04-CH

Res. #20 - 301 Authorizing Kane County State's Attorney's Office to Execute Agreements for the Distribution of CARES Act Funds to Units of Government

Res. #20 - 302 Authorizing Reimbursement From Cares Act Funds to Kane County Departments and Elected Officials for Non-Payroll Expenses

-----END OF CONSENT AGENDA-----

Res. #20 - 284 Authorizing a Budget for the Coronavirus Relief Fund and Related Fiscal Year 2020 Budget Adjustment

Hoscheit relayed this matter was a housekeeping matter. The resolution that came from the Executive Committee had an attachment that was incorrect and Finance Director Onzick's revised version of that attachment was handed out on the dais.

Hoscheit moved to amend the original resolution to substitute the exhibits with those exhibits placed on the members' dais. Second by Frasz. Roll call on the amendment:

Aye: Allan, Barreiro, Davoust, Frasz, Hanson, Hernandez, Hoscheit, Iqbal, Kenyon, Kiouss, Lenert, Martin, Molina, Sanchez, Scheflow, Silva, Starrett, Surges, Thomas, Weber, Wegman, Wojnicki

Nay: None

Away: Koppie

Absent: Lewis

Motion on the amendment passed. Vote: 22-0

The roll was called on the original resolution as amended:

RESULT:	ADOPTED AS AMENDED [UNANIMOUS]
TO:	County Board
MOVER:	John Hoscheit, Board Member
SECONDER:	Drew Frasz, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, Barbara Hernandez, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kiouss, Tom Koppie, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis

Res. #20 - 300 Approving an Agreement with A-TO-BE USA LLC of Downers Grove, Illinois for Toll Collection System for the Longmeadow Parkway Toll Bridge

Member Kiouss voiced his objections to the tollway, the unfairness to the residents of his district and he encouraged the board to not support the resolution.

RESULT:	APPROVED BY ROLL CALL VOTE [15 TO 7]
MOVER:	Drew Frasz, Board Member
SECONDER:	Bill Lenert, Board Member

AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, Barbara Hernandez, John Hoscheit, Michael Kenyon, Bill Lenert, John Martin, Douglas Scheflow, Clifford Surges, Angela C Thomas, Steve Weber, Barbara Wojnicki
NAYS:	Mo Iqbal, Chris Kious, Myrna Molina, Jarett Sanchez, Monica Silva, Susan Starrett, Penny Wegman
ABSENT:	Anita Lewis
AWAY:	Tom Koppie

Res. #20 - 303 Approving A Supplemental Budget Adjustment and Authorizing Execution of Collective Bargaining Agreement (Kane County Sheriff's Court Security Officers)

RESULT:	ADOPTED BY ROLL CALL VOTE [22 TO 0]
MOVER:	Bill Lenert, Board Member
SECONDER:	Matt Hanson, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, Barbara Hernandez, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Tom Koppie

- Resolution Authorizing CAAC CARES Act Administrative Matters and Distributions as Required (Requested By State's Attorney's Office) (Not Included)
No action was taken.
- Other CAAC Resolutions - - Discussion and Action
Asked if CAAC Chairman Hoscheit needed any action/discussion on CAAC matters, Mr. Hoscheit had nothing to offer and appreciated the agenda item listed on the agenda. He relayed that an update has been made to the treasury regulation which impacts how the applications will be processed. He further announced that next Monday, September 14th, another CAAC meeting (2:30 pm) would be held.

Chairman Lauzen reminded CAAC Chair Hoscheit and members that the publishing information for the local government grant application should be correct to avoid confusion. He cited some of his concerns regarding the application process as it pertained to the Small Business application and the fact that it gave some applicants a four day head-start on the application process. Referencing a two page note from the State's Attorney office, he believed there was a violation of procurement law while the State's Attorney did not. Date discrepancies followed. Regarding Small Businesses and the business interruption component, the Chairman believed it equaled revenue loss and that area pertained to different rules from local government rules. He asked those responsible to consider the matter carefully. He also pointed out in the regulations of the grant program that it states the program is not necessarily an expense reimbursement program. Chairman Lauzen inquired as to who investigates/prosecutes potential fraud, citing some current cases in the

news. Lastly, he inquired as to the definition of "in-home small businesses." Reviewing a slide on the overhead, he cited a report from the Office of Inspector General - U.S. Treasury on "Interim Costs incurred by State and Local Governments" for all states and those entities which received disbursements. Kane County was listed as having the second largest amount (11%) of costs incurred/identified/reported to the federal government behind the City of Chicago which he explained was assurance that the county was not behind as compared to other counties.

E. APPOINTMENTS (Included)

- Plato Rutland Drainage District - Scott Hermann
- Big Rock Drainage District #2 - Jon Peschke
- Rob Roy Drainage District - Bradley Sauer
- Sugar Grove Drainage District #1 - Scott Jesseman
- Grand Prairie Sanitary District - Michael J. Ryan

Kane County Board Drainage District Appointments

The Chairman entertained a motion to approve the following appointments: Scott Hermann for Plato Rutland Drainage District; Jon Peschke for Big Rock Drainage District #2; Brad Sauer for Rob Roy Drainage District; Scott Jesseman for Sugar Grove Drainage District #1 and Michael J. Ryan for Grand Prairie Sanitary District.

RESULT:	APPROVED BY ROLL CALL VOTE [22 TO 0]
MOVER:	Drew Frasz, Board Member
SECONDER:	Deborah Allan, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kioussis, Tom Koppie, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez

7. EXECUTIVE SESSION (if needed)

(Due to the sheriff's arrival, the Chairman moved up to Agenda Item "Early Retirement Incentive Savings (Sheriff Ron Hain)" under PRESENTATIONS/DISCUSSION and then returned to the normal agenda format.)

The Chairman asked for a motion to go into executive session to discuss personnel, settlement of claims and pending litigation. The board moved into closed session at 10:30 a.m.

RESULT:	APPROVED BY ROLL CALL [21 TO 0]
MOVER:	Barbara Wojnicki, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez, Tom Koppie

8. RETURN TO OPEN SESSION

The board returned to open session at 10:40 a.m.

RESULT:	APPROVED BY ROLL CALL VOTE [22 TO 0]
MOVER:	Michael Kenyon, Board Member
SECONDER:	Barbara Wojnicki, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Tom Koppie, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez

Res. #20 - 304 Settlement of a Claim (18WC15559)

Chairman Lauzen entertained a motion to approve Resolution No. 20-304 for the settlement of Claim No. 18 WC 15559.

RESULT:	APPROVED BY ROLL CALL VOTE [21 TO 0]
MOVER:	Barbara Wojnicki, Board Member
SECONDER:	Deborah Allan, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez, Tom Koppie

Settlement of Claim No. 20WC009791

The Chairman entertained a motion to approve the settlement of Claim No. 20 WC 009791.

RESULT:	APPROVED BY ROLL CALL VOTE [22 TO 0]
MOVER:	Drew Frasz, Board Member
SECONDER:	Chris Kious, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Tom Koppie, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez

9. ADJOURNMENT

Allan invited board members to the Juvenile Justice Center for a ground breaking ceremony on the new facility.

RESULT:	APPROVED BY ROLL CALL [21 TO 0]
MOVER:	Michael Kenyon, Board Member
SECONDER:	Mark Davoust, Board Member
AYES:	Deborah Allan, Theresa Barreiro, Mark Davoust, Drew Frasz, Matt Hanson, John Hoscheit, Mo Iqbal, Michael Kenyon, Chris Kious, Bill Lenert, John Martin, Myrna Molina, Jarett Sanchez, Douglas Scheflow, Monica Silva, Susan Starrett, Clifford Surges, Angela C Thomas, Steve Weber, Penny Wegman, Barbara Wojnicki
ABSENT:	Anita Lewis
AWAY:	Barbara Hernandez, Tom Koppie

This meeting was adjourned at 10:45 AM.

Celeste Weilandt
Recording Secretary



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4555: Development Properties, Inc. (Tenting Landscaping)

Committee Flow: County Development Committee, County Board

Contact: Keith Berkout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4555

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

KANEVILLE TOWNSHIP

Development Properties, Inc (Tenting Landscaping)

49W073 Route 38, Kaneville Township (10-05-200-015 & 10-05-200-016)

Rezoning from F-1 District Rural Residential and F-District Farming to F-2 District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a nursery and landscaping business

Agricultural

None

Regional Planning Comm.: N/A

Zoning Board: Approval with the following stipulations:

1. The petitioner shall show that dedication of 60 foot half right of way from the centerline of IL Route 38 has been granted
2. The petitioner shall widen the access to 22 feet, for a distance of 200 feet off the roadway, so that 2 trucks can pass safely.
3. Ensure bathrooms for workers, with a functioning septic system.
4. The petitioner's plans indicate less than 25,000 sq ft of new impervious surface to the site and as such the proposed plan does not require stormwater detention. The site plan will require a stormwater permit should the new impervious and/or the area of disturbance exceed or equal 5,000 sq ft.
5. Before planting of any trees for production a drain tile study will be required. Repair and maintenance of any tiles based on this study will be required and should the tiles service any neighboring property observation structures may be required. Any drain tiles in areas of tree plantings shall be placed in easements or rerouted to avoid the tree planting area.

Development Committee: Approval with the recommended stipulations.

STATE OF ILLINOIS
COUNTY OF KANE

PETITION NO. 4555
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

BE IT ORDAINED by the County Board of Kane County, Illinois, as follows:

- 1) That a rezoning from F-1 District Rural Residential and F-District Farming to F-2 District – Agricultural related sales, service, processing, research, warehouse and marketing with a Special Use for a landscaping and nursery business be granted on the following described property:

That part of the Northeast Quarter of Section 5, Township 39 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the northeast corner of said Northeast Quarter; thence southerly along the east line of said Quarter 60.04 feet to the southerly right of way line of Illinois State Route No. 38; thence westerly along said southerly line forming an angle of 92°02'06" from the last described course (measured counterclockwise therefrom) 245.38 feet for a point of beginning; thence continuing westerly along said southerly line 300.0 feet; thence southerly at right angles to the last described course 430.0 feet; thence easterly at right angles to the last described course 300.0 feet; thence northerly at right angles to the last described course 430.0 feet to the point of beginning, in Kaneville Township, Kane County, Illinois

The property is located at 49W073 Route 38.

- 2) That the rezoning be granted subject to the following stipulations:
 1. The petitioner shall show that dedication of 60 foot half right of way from the centerline of Illinois Route 38 has been granted
 2. The petitioner shall widen the access to 22 feet, for a distance of 200 feet off the roadway, so that 2 trucks can pass safely.
 3. Ensure bathrooms for workers, with a functioning septic system.
 4. The petitioner's plans indicate less than 25,000 square feet of new impervious surface to the site and as such the proposed plan does not require storm water detention. The site plan will require a storm water permit should the new impervious and/or the area of disturbance exceed or equal 5,000 square feet.
 5. Before planting of any trees for production a drain tile study will be required. Repair and maintenance of any tiles based on this study will be required and should the tiles service any neighboring property observation structures may be required. Any drain tiles in areas of tree plantings shall be placed in easements or rerouted to avoid the tree planting area.
- 3) That the zoning maps of Kane County, Illinois be amended accordingly.
- 4) This ordinance shall be in full force and effect from and after its passage and approved as provided by law.

Passed by the Kane County Board on September 8, 2020

John A. Cunningham
Clerk, County Board
Kane County, Illinois
Vote:

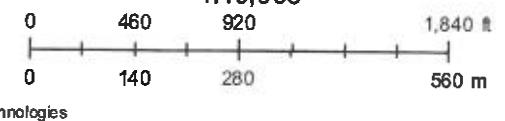
Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Map Title



August 7, 2020

1:10,068



These layers do not represent a survey. No Accuracy is assumed for the data delineated herein, either expressed or implied by Kane County or its employees. These layers are compiled from official records, including plats, surveys, recorded deeds, and contracts, and only contains information required for local government purposes. See the recorded documents for more detailed legal information.

Packet Pg. 13

Kane County Illinois



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance: No. 20 - 279

Ordinance providing for the issuance of Taxable PACE Revenue Notes of the County of Kane, Illinois, to finance certain projects pursuant to the County's property assessed clean energy program, providing for the payment of said notes, and authorizing the sale of said notes to the purchaser thereof.

Committee Flow: County Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Mark VanKerkhoff, 630.232.3451

Budget Information:

Was this item budgeted? N/A	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

This Ordinance enables the use of Taxable PACE Revenue Notes for projects proposed and approved under the existing Kane Energy Efficiency Program (KEEP), a "Property Assessed Clean Energy" Program. This program is for all of Kane County with no cost to the County or the general public. "Property Assessed Clean Energy" is a financing tool that helps accelerate private investments in commercial properties.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE: NO. 20 - 279

**ORDINANCE PROVIDING FOR THE ISSUANCE OF TAXABLE PACE REVENUE NOTES OF
THE COUNTY OF KANE, ILLINOIS, TO FINANCE CERTAIN PROJECTS PURSUANT TO
THE COUNTY'S PROPERTY ASSESSED CLEAN ENERGY PROGRAM, PROVIDING FOR
THE PAYMENT OF SAID NOTES, AND AUTHORIZING THE SALE OF SAID NOTES TO THE
PURCHASER THEREOF.**

WHEREAS, the County of Kane, Illinois (the "*County*"), is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois, and is now operating under the provisions of the Counties Code of the State of Illinois, as amended (the "*Counties Code*"); and

WHEREAS, pursuant to the Property Assessed Clean Energy Act of the State of Illinois, as amended (the "*Act*"), the County Board of the County (the "*Board*"), adopted an ordinance (the "*Program Ordinance*") on the 11th day of December, 2018, establishing the Kane Energy Efficiency Program as a property assessed clean energy (PACE) program (the "*Program*") in and for the County; and

WHEREAS, in order to implement and facilitate the Program, the Act provides that the County is authorized to enter into agreements with qualifying owners of real property, Program Administrators (as defined in the Act) and third party capital providers to provide for the imposition of assessments against qualifying properties on the land records of the County to secure the repayment of contractual assessments for the purpose of providing owners of qualifying properties (each an "*Owner*") located in the County with affordable financing for Energy Projects (as defined in the Act) with respect to such properties (each an "*Assessment Contract*"); and

WHEREAS, the Board hereby finds that the Assessment Contracts further essential public and governmental purposes of the County, including, but not limited to, reduced energy costs, reduced greenhouse gas emissions, economic stimulation and development, improved property valuation, and increased employment; and

WHEREAS, pursuant to the Act, in order to provide capital in furtherance of the Program, the County may issue bonds or notes pursuant to and in accordance with Section 35 of the Act, secured by payments under one or more Assessment Contracts, or if applicable, municipal bond insurance, letters of credit, or public or private guarantees of sureties or, if applicable, other lawfully available funds of the County, including revenues, sources or reserves from bond or note proceeds; and

WHEREAS, The Illinois Energy Conservation Authority NFP ("*IECA*") or any successor thereto, as the Program Administrator to the County, shall assist the County in determining the terms of sale of any bonds or notes, which may be sold to one or more capital providers (each a "*Purchaser*"); and

WHEREAS, the Board does hereby determine that it is advisable and in the best interests of the County to authorize the issuance of Taxable PACE Revenue Notes (the "*Notes*") secured by payments under one or more Assessment Contracts, within certain expressed and delegated limitations as hereinafter set forth and to approve certain related matters.

NOW, THEREFORE, IT IS HEREBY ORDAINED by the County Board of the County of Kane, Illinois, as follows:

Section 1. Incorporation of Preambles. The Board hereby finds that all of the recitals contained in the preambles to this Ordinance are full, true and correct and does incorporate them into this Ordinance by this reference.

Section 2. Approval of Assessment Contract. The form of Assessment Contract attached hereto as *Exhibit A* is in substantially similar form as presented and approved by the Board as an exhibit to the Program Ordinance, provided that it may be revised to reflect the contemplated issuance of the Notes, and such form and the terms contained therein are hereby approved by the Board. Any one of the [Chairman of the Board (the "Chairman"), the Director of Development, the Director of Finance], or their designee (the "Authorized Officers") is hereby authorized to negotiate and execute on behalf of the County the terms of any Assessments Contracts with Owners, with such changes therein as such official or officials executing thereof shall approve, their execution to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board. Prior to execution of any Assessment Contract, an Authorized Officer or the Program Administrator shall make all determinations as required by the Act and pursuant to the report on the Program (the "Report") previously finalized by the Program Administrator and approved by the County.

Section 3. Determination to Issue Notes. It is necessary and in the best interests of the County to provide capital in furtherance of the Program and issue the Notes for such purpose upon the terms provided herein. It is hereby found and determined that such borrowing of money is advisable for the public health, safety, welfare and convenience, is for a proper public purpose or purposes, is in the public interest, and is authorized pursuant to the Act, the Counties Code and the Local Government Dept Reform Act of the State of Illinois; and these findings and determinations shall be deemed conclusive.

Section 4. Note Details and Security. The Board hereby authorizes that there be borrowed for and on behalf of the County the Notes, if issued, in one or more series for the purposes aforesaid; and that the Notes shall be designated "Taxable PACE Revenue Note, ([Street Address] Project)" with such series or other designation as set forth in the Note Notification (as hereinafter defined). The Notes, if issued, shall be dated the date of issuance as set forth in the Note Notification and shall also bear the date of authentication, shall be in fully registered form, shall be in denominations as described in the Note Notification (but no single Note of a series shall represent installments of principal maturing on more than one date), and shall bear such further identifying information set forth in the Note. The Notes shall be in substantially the form attached hereto as *Exhibit B*, with such changes therein as such officials executing thereof shall approve, their execution to constitute conclusive evidence of their approval of any and all changes or revisions therein from the form before the Board, and such form and the terms contained therein are hereby approved by the Board.

Each Note, if issued shall be secured solely by payments received by the County under, and pursuant to, the terms of a related Assessment Contract. The County shall make principal payments on the Note, together with applicable interest, fees, penalties, indemnities and other amounts payable to the Registered Owner under the pledged Assessment Contract, in the amounts and on the dates set forth in the Note Notification. Such County payments shall be made solely from the revenues received by the County under the related Assessment Contract, excluding (i) amounts collected form direct or indirect indemnification rights for the benefit of the County or other

persons under the pledged Assessment Contract or any related document, (ii) any administrative fees and expenses to the extent payable to, or on behalf of, the County or its agent and (iii) [80]% of the sums received by the County from the collection of penalties and statutory interest on delinquent payments under such Assessment Contract, which shall be retained by the County as collections fees (the "*Pledged Revenues*").

Payments due on each Note shall be paid by, or at the direction of, the note registrar and paying agent (which shall be the Treasurer of the County (the "*Treasurer*"), the Registered Owner, the Program Administrator or a bank or trust company authorized to do business in the State of Illinois) as set forth in the Note Notification (the "*Note Registrar*"), to the person in whose name such Note is registered (the "*Registered Owner*") at the close of business on the 15th day preceding any regular or other payment date on the Notes (the "*Record Date*"), in the manner provided in writing by the Registered Owner to the Note Registrar.

Section 5. Execution; Authentication. The Notes shall be executed on behalf of the County by the manual or duly authorized facsimile signature of the County Clerk. In case any such officer whose signature shall appear on any Note shall cease to be such officer before the delivery of such Note, such signature shall nevertheless be valid and sufficient for all purposes, the same as if such officer had remained in office until delivery. All Notes shall have thereon a certificate of authentication, substantially in the form hereinafter set forth, duly executed by the Note Registrar as authenticating agent of the County and showing the date of authentication. No Note shall be valid or obligatory for any purpose or be entitled to any security or benefit under this Ordinance unless and until such certificate of authentication shall have been duly executed by the Note Registrar by manual signature, and such certificate of authentication upon any such Note shall be conclusive evidence that such Note has been authenticated and delivered under this Ordinance. The certificate of authentication on any Note shall be deemed to have been executed by it if signed by an authorized officer of the Note Registrar, but it shall not be necessary that the same officer sign the certificate of authentication on all of the Notes issued hereunder.

Section 6. Registration of Notes; Persons Treated as Registered Owners. The County shall cause books (the "*Note Register*") for the registration and for the transfer of the Notes as provided in this Ordinance to be kept at the principal office of the Program Administrator or the Note Registrar (the "*Principal Office*"), as set forth in the Note Notification. The County is authorized to prepare, and the Note Registrar shall keep custody of, multiple Note blanks executed by the County for use in the transfer and exchange of Notes.

Any Note may be transferred or exchanged, but only in the manner, subject to the limitations and upon payment of the charges as set forth in the Note and accompanying Form of Assignment. The Note Registrar shall not be required to transfer or exchange any Note during the period beginning at the close of business on the 15th day of the month next preceding any payment date on such Note and ending at the opening of business on such payment date, nor to transfer or exchange any Note after notice of prepayment has been received by the Program Administrator.

The execution by the County of any fully registered Note shall constitute full and due authorization of such Note, and the Note Registrar shall thereby be authorized to authenticate, date and deliver such Note; *provided, however*, that the principal amount of outstanding Notes of each series and maturity authenticated by the Note Registrar shall not exceed the authorized principal amount of Notes for such series and maturity less previous retirements.

The Registered Owner shall be deemed and regarded as the absolute owner thereof for all purposes, and payments due on any Note shall be made only to or upon the order of the Registered

Owner thereof or its legal representative. All such payments shall be valid and effectual to satisfy and discharge the liability upon such Note to the extent of the sum or sums so paid.

Section 7. Prepayment. The Notes shall be subject to prepayment pursuant to the terms and conditions of the related Assessment Contract. Other than in accordance with the terms and conditions in the Assessment Contract and to the fullest extent permitted by applicable law, the County shall not permit any reduction or deferral in the amount of Pledged Revenues without the written consent of the Registered Owner. The County shall, or shall cause the Program Administrator to, provide a reasonable period of time for the Registered Owner to review and approve any calculations necessary to effect prepayments in accordance with the Assessment Contract. The Program Administrator shall promptly notify the County in writing of the Notes or portions of Notes selected for prepayment and, in the case of any Note selected for partial prepayment, the principal amount thereof to be prepaid.

Section 8. Sale of Notes. Any one of the Authorized Officers is hereby authorized to proceed without any further authorization or direction from the Board, to sell the Notes upon the terms as prescribed in this Ordinance. The Notes hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Note Notification as may be, and, after authentication thereof by the Note Registrar, be delivered to the Purchaser upon receipt of the purchase price therefor.

Upon the sale of a series of the Notes, the Authorized Officers shall prepare a Notification of Sale, which shall include the pertinent details of sale of such series of Notes as provided herein (the "Note Notification"). In the Note Notification, the Authorized Officers shall find and determine that such series of Notes have been sold at such price and bear interest at such rates that either the true interest cost (yield) or the net interest rate received upon the sale of such Notes does not exceed the maximum rate otherwise authorized by applicable law. Each Note Notification shall be entered into the records of the County and made available to the Board upon request; but such action shall be for information purposes only, and the Board shall have no right or authority at such time to approve or reject such sale as evidenced in a Note Notification.

Upon the sale of a series of Notes, the Authorized Officers and any other officers of the County, as shall be appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such financing documents related to the sale of the Notes as may be necessary, including, without limitation, any contract for the sale of the Notes between the County and the Purchaser. Prior to the execution and delivery of a Note, the Authorized Officers shall find and determine that, to the best of their knowledge, no person holding any office of the County either by election or appointment, is in any manner financially interested, either directly, in his or her own name, or indirectly, in the name of any other person, association, trust or corporation, in the transactions contemplated herein.

Section 9. Funds and Accounts.

A. There is hereby created the "PACE Note and Interest Fund" of the County (the "Note Fund"), which shall be a separate fund for the payment of the principal of and interest on the Notes. The County shall create a subaccount of the Note Fund for each series of the Notes issued (each a "Note Fund Subaccount"). The Pledged Revenues and any other funds lawfully available for the purpose shall be timely deposited upon receipt by the County into a Note Fund Subaccount and used solely and only for the purpose of paying the principal of and interest on the related Notes. Accrued interest, if any, received upon delivery of the Notes, together with the amount of proceeds of the Notes as set forth in a Note Notification, shall be deposited as set forth in a Note Notification

and be applied to pay the first interest coming due on such Notes. The County hereby assigns to the Registered Owner of a Note all of its right, title and interest in and to all Pledged Revenues maintained in the related Note Fund Subaccount and agrees to hold such amounts in trust for the benefit of the Registered Owner.

B. The remaining proceeds of the Notes and any premium received on the delivery of the Notes are hereby appropriated to pay the costs of issuance of the Notes, and that portion thereof not needed to pay such costs is hereby ordered to be deposited and held in a separate project fund (each a "*Project Fund*") specific to and as referenced in the related Assessment Contract to pay costs of the project being financed thereby. It is not currently anticipated that the County will hold any Project Fund. Proceeds of any Note issued to refund or refinance existing Notes, Assessment contracts or other obligations shall be deposited as set forth in the related Note Notification.

C. At the time of the issuance of the Notes, the costs of issuance of the Notes may be paid by the Purchaser, the Owner, the Program Administrator or the Note Registrar on behalf of the County.

Section 10. *Public Hearing.* Pursuant to the Act, a public hearing is not required by the County in order to establish, amend or facilitate the Program, to issue the Notes or to enter into any agreements in connection therewith. The County has not held a discretionary public hearing on the Program.

Section 11. *Covenants of the County.* The County shall not amend an Assessment Contract or the related Notes in any manner that is materially adverse to the Registered Owner of a Note without such Registered Owner's prior written consent. The County covenants and agrees with each Registered Owner that, so long as any Note remains outstanding, the County will take no action or fail to take any action which in any way would adversely affect the ability of the County to assess and collect the Pledged Revenues. The County and its officers will comply with all present and future applicable laws in order to assure that the Pledged Revenues may be permitted to be assessed, extended, and collected pursuant to applicable law.

Section 12. *Limited Obligation of the County.* The Notes are special, limited obligations of the County, payable solely from the Pledged Revenues, and are not a general obligation of the County, and the full faith and credit of the County is not pledged to the payment of the Notes.

Section 13. *Additional Ordinances.* The Board may adopt additional ordinances or proceedings supplementing or amending this Ordinance. Such additional ordinances or proceedings shall, in all instances, become effective immediately without publication or posting or any further act or requirement. This Ordinance, together with such additional ordinances or proceedings, shall constitute complete authority for the County to implement the Program and issue the Notes, all in accordance with applicable law.

Section 14. *Severability.* If any section, paragraph, clause or provision of this Ordinance shall be held invalid, the invalidity of such section, paragraph, clause or provision shall not affect any of the other provisions of this Ordinance.

Section 15. *Repealer and Effective Date.* All ordinances, resolutions or orders, or parts thereof, in conflict with the provisions of this Ordinance are to the extent of such conflict hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 PACE Revenue Note

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

ASSESSMENT CONTRACT

[County]	Property Owner Name:	[]
	Property:	[]
	PIN:	[]
	Financed Amount:	[]
	Interest Rate:	[]
	Registered Contractor:	[]
	Completion Deadline:	[]
	Construction Escrow:	[]

This **ASSESSMENT CONTRACT** (this “**Agreement**”), dated as of [DATE] (the “**Effective Date**”), is by and between [COUNTY], Illinois (the “**County**”) a political subdivision of the State of Illinois, and [PROPERTY OWNER] (the “**Property Owner**”) the owner(s) of record, of the fee interest in the real property described on Exhibit A (the “**Property**”). The Property Owner completed an application (the “**PACE Application**”) to participate in a property assessed clean energy (“**PACE**”) financing program (the “**Program**”) offered by the County pursuant to the Property Assessed Clean Energy Act. 50 ILCS 50/1 et. seq. (the “**PACE Act**”) and administered by The Illinois Energy Conservation Authority NFP (the “**Administrator**”), in order to finance or refinance certain qualified “energy projects” (as defined in the PACE Act) that benefit the Property, as described on Exhibit A (the “**Improvements**”). The Property Owner will repay the Financed Amount, accrued interest, closing costs, administrative expenses of the County, indemnities, penalties and any other amounts payable under this Agreement through tax assessments levied on the Property from time to time by the County (the “**Special Assessments**”). The Property Owner has entered into the CPACE Supplemental Agreement, dated on the date hereof, with the funding sources for the Financed Amount (the “**Capital Providers**”) in connection with this agreement (the “**CPACE Supplemental Agreement**”). This Agreement establishes the terms of participation in the Program and payment of the Special Assessments.

SPECIAL ASSESSMENTS. The Property Owner agrees that from and after execution of this Agreement, the Property shall be subject to Special Assessments that will be levied by the County from time to time in the amounts necessary to repay amounts due under this Agreement until any and all such amounts have been paid in full. The Special Assessments will be a lien against the Property until they are paid in full (the “**Lien**”). The Lien will be coequal to and independent of the lien for general taxes on the Property. If the Property Owner sells the Property, the obligation to pay the Special Assessments and the Lien will remain with the Property and will be effective against any future owner of the Property until the Special Assessments have been paid in full.

USE OF FUNDS. The Property Owner will use the financing obtained under this Agreement solely for the purpose of financing the actual costs of materials, labor and fees necessary for installation of the Improvements and entering into this Agreement and the other PACE Documents (as defined below). If such actual costs exceed the Financed Amount, the Property Owner is solely responsible for such excess.

ASSESSMENT PAYMENTS. The installments that the Property Owner is anticipated to pay under the Special Assessments are described on Schedule I (“**Assessment Payments**”). The exact payment amounts (including any adjustments to such amounts related to applicable prepayments, variable interest rates, changes to administrative expenses, indemnities or other unscheduled amounts payable by or credited to Property Owner pursuant to this Agreement) and due dates will be disclosed in annual invoices from the County along with the Property Owner’s regular property taxes and must be paid with the Property Owner’s regular property taxes. Assessment Payments are not subject to discount or any other credit for early payment.

INTEREST. Interest will accrue on the outstanding portion of the Financed Amount at the Interest Rate described above on the basis of a 360-day year consisting of 12 months of 30 days each. Interest will begin to accrue on

the full amount of the Financed Amount beginning on the Effective Date. Each Assessment Payment will include the full amount of interest scheduled to become due within the corresponding 6-month period of the calendar year in which that Assessment Payment is scheduled (each, an “**Interest Period**”). Early payment will not reduce the amount of interest accrued in any Interest Period. The Financed Amount will include capitalized interest sufficient to pay any interest due in the period from the Effective Date to the first day of the Interest Period covered by the first scheduled Assessment Payment.

ADMINISTRATIVE EXPENSES. In accordance with the PACE Act, each Assessment Payment will include amounts necessary to pay the County’s costs to administer the Program (“**Administrative Fees**”). Administrative Fees are anticipated to equal [\$300] of each scheduled Assessment Payment.

PROGRAM REQUIREMENTS. Based solely on the recommendation of the Administrator and the representations of the Property Owner in this Agreement and in the related PACE Application, the County has determined the Property Owner has met all necessary Program requirements to enter into this Agreement.

FUNDING. If construction of the Improvements is not complete as of the Effective Date, the relevant portions of the Financed Amount must be disbursed to the construction escrow account (the “Construction Escrow”) designated in the CPACE Supplemental Agreement. Such Construction Escrow shall be consistent with the requirements of the program guidelines for the Program as of the Effective Date (the “Program Guidelines”). Otherwise, relevant portions of the Financed Amount will be disbursed to or at the direction of the Property Owner once all funding requirements have been completed in accordance with the CPACE Supplemental Agreement and the Program Guidelines. The Property Owner shall provide to the Administrator copies of any documents submitted or required to be submitted in connection with requests for funding from the Construction Escrow. In accordance with the Program Guidelines and the PACE Act, requests for funding under the Construction Escrow or any other disbursements will be accompanied by an interim or final completion certificate, as applicable, signed by the relevant contractors and the Property Owner certifying the work on the Improvements has been completed in a satisfactory manner and in accordance with all relevant construction agreements. The agreements governing the Construction Escrow shall provide that, if (a) funds remain in the Construction Escrow after the Completion Deadline set forth above and the Improvements are not complete (as evidenced by delivery of a final completion certificate) or (b) after the delivery of the final completion certificate, any portion of the amounts disbursed to pay installation expenses remain unspent, then the funds in the Construction Escrow will be applied as a partial prepayment of the outstanding Financed Amount [(including any applicable prepayment premium)]¹ upon Capital Provider’s or Program Administrator’s request.

PREPAYMENT. The outstanding Financed Amount may be prepaid in whole or in part upon no less than 45 days written request to the Administrator at any time. Prepayments will be applied at the end of the month in which funds are received. Upon receipt of the request for prepayment, the Administrator will provide a payoff statement and payment instructions, which shall be binding without apparent errors. The amount of any prepayment, in whole or in part, will include a rebate of unearned interest, if applicable, and a prepayment premium equal to the amount set forth on **Exhibit A** attached hereto. Following a prepayment, Assessment Payments will continue to be owed in the same amount as prior to such prepayment; however, the number of Assessment Payments owed may decrease. Due to circumstances outside of the Program’s control, certain prepayments (including those applied after February 15 of any calendar year) may result in the Property Owner receiving a tax bill that does not reflect that prepayment. In these circumstances, the Property Owner must pay the full tax bill, and the Administrator will refund overpayments to the Property Owner when received from the County.

LATE PAYMENT. Under Illinois law, if the Property Owner fails to pay any annual installment of the Special Assessments on a timely basis, delinquent Special Assessments will be subject to the same penalties as other delinquent property taxes, which initially incur a penalty of 1.5% per month and continue to incur increasingly steep penalties mandated by statute if such taxes remain unpaid, including loss of title to the Property. The

¹ Discuss.

Property Owner will be responsible for any fees, default interest or other charges related to a delinquent payment and such amounts shall become part of the Special Assessments levied under this Agreement.

FORECLOSURE. The Property Owner acknowledges and agrees that upon failure to pay any Assessment Payment, the County has the right to enforce collection of delinquent installments, associated penalties and all costs of suit (including attorneys' fees) by all lawful means, including through a tax certificate sale or an issuance of a tax deed or other process that could result in Property Owner losing title to the Property. The Property Owner acknowledges that the County has the right to obligate itself, on behalf of the County Parties (as defined below), to exercise such rights and remedies with respect to enforcement of delinquent Special Assessments to the extent permitted by applicable law.

NO ACCELERATION; NO REDUCTION OR OFFSET; SURVIVAL. Except as provided below with respect to Eminent Domain, the outstanding portion of Financed Amount and scheduled Assessment Payments related thereto will not accelerate upon a default or late payment or enforcement of remedies by the County under this Agreement. The Special Assessments, the Lien and the obligation to pay subsequent Assessment Payments when they become due shall survive any such event and continue until paid in full. The Property Owner acknowledges and agrees that the Special Assessments will not be subject to reduction, offset or credit of any kind for any reason, including the Improvements' failure to perform as expected.

ANTIDEFICIENCY. Without limiting any rights or obligations agreed by the Property Owner under the CPACE Supplemental Agreement, Property Owner will not be personally liable under this Agreement for any delinquent amount of a Special Assessment that remains outstanding after the completion of the exercise of applicable remedies by the County (including a tax sale of the Property) in respect of such amount, except for indemnification rights arising from an event of fraud, willful misconduct or reckless disregard by Property Owner (which the County or other indemnitee may pursue from Property Owner under any available method permitted by law).

NO WARRANTIES; LIMITATION OF LIABILITY. Neither the County nor the Administrator makes any warranty or representation, either express or implied, regarding the Improvements, including any warranty of merchantability or fitness for a particular purpose, and any and all implied warranties are expressly disclaimed.

PROPERTY OWNER REPRESENTATIONS AND WARRANTIES. The Property Owner represents and warrants: (A) the Property Owner is duly organized, validly existing and in good standing in the state of its organization and has authority to do business under the laws of the State of Illinois; (B) the Property Owner has all necessary power and authority to own the Property and to enter into and perform the transactions contemplated by this Agreement; (C) there are no actions, suits or proceedings pending, or to the knowledge of the Property Owner threatened, against or affecting it or the Property which could materially adversely affect the Property Owner, the Property or the construction of the Improvements; (D) the Property Owner has good and insurable title to the Property; (E) the Property Owner has complied with, and will continue to comply with, all applicable statutes, regulations and ordinances in connection with the Property and construction of the Improvements; (F) all permits, consents, approvals and authorizations required to be issued by any governmental body necessary for the construction of the Improvements in accordance with the plans and specifications submitted by the Property Owner to the Administrator (the "Plans") either (i) have been obtained, are valid, and are in full force and effect; or (ii) will be obtained, will be valid, will be in full force and effect prior to the initiation of construction; (G) the Property Owner has (i) disclosed to the Administrator the identities of all persons, if any, that hold mortgage liens or other special assessment liens against the Property; (ii) at least thirty days prior to the Effective Date, provided notice of the Property Owner's intent to enter this Agreement pursuant to the PACE Act, and (iii) obtained the written consent of the holders of such mortgage liens against the Property acknowledging that upon execution of this Agreement, the Special Assessments (including interest thereon) shall each constitute a legal, valid and binding assessment and a resulting lien upon the Property, equal in priority with the lien of all state, county, district and municipal taxes and superior in priority to all other liens, titles and claims, until paid; and (iii) to the Property Owner's knowledge, no such consent has been withdrawn or revoked; (H) the information in the PACE Application, including, without limitation, the description of the Improvements provided to the Administrator in connection with the PACE Application, is true and correct as of the Effective Date, and that the representations in the PACE Application with respect to the Property and the Property Owner

are true and correct as of the Effective Date; (I) the Property Owner has thoroughly reviewed any projections of future energy savings, has been provided sufficient time to clarify any questions regarding such projections and understands that the actual energy savings may vary for a variety of reasons; (J) the Property Owner understands that neither the County nor the Administrator makes any assurances as to the quality, safety, efficiency of the Improvements or compliance of the installation of the Improvements with any applicable laws, regulations, codes, standards or requirements; (K) the Property Owner does not and will not engage in operations that involve the generation, manufacture, refining, transportation, treatment, storage or handling of hazardous materials or hazardous wastes, and the Property has not been previously used for such matters; (L) the Property Owner acknowledges and agrees that the term of the Special Assessments do not exceed the expected useful life of the Improvements; and (M) Property Owner has reviewed the Program Guidelines. These representations and warranties will survive the execution and delivery of this Agreement.

PROPERTY OWNER COVENANTS. The Property Owner covenants and agrees to: (A) at all times, maintain the Property and, after construction, the Improvements; (B) pay all taxes, assessments (including the Special Assessment), and all other charges levied on or against the Property when due; (C) cause its contractor(s) to install the Improvements in accordance with the Plans and in a good and workmanlike manner in accordance with all applicable laws, ordinances, codes, rules and regulations; (D) keep in effect all permits, licenses, and approvals required to own and operate the Improvements; and (E) provide written notice to any subsequent purchaser of the Property that the Property is subject to the Special Assessments and the Lien and to provide any subsequent purchaser a copy of this Agreement.

INSPECTION RIGHTS. The Property Owner grants the County, the Administrator, their respective agents and representatives the right to enter at any reasonable time, upon reasonable notice, to inspect the Improvements. The Property Owner further grants the County, the Administrator, their respective agents and representatives the right to examine and copy any documentation relating to the Improvements.

TERM. Except as otherwise set forth in this Agreement, this Agreement shall expire upon payment in full of the Special Assessments and any other amounts owed by the Property Owner pursuant to this Agreement.

DIVISION OF PROPERTY. If the property is subdivided before the Special Assessments are paid in full, the outstanding Special Assessments will be allocated among the subdivided parcels in the same proportion used for allocating other property taxes on such parcels, unless otherwise agreed by Administrator, Property Owner and Capital providers.

EMINENT DOMAIN. If the Property or any part thereof is taken by eminent domain or other taking in a manner that would extinguish all or a portion of the Property Owner's (or that of its successor by eminent domain) obligation to make Assessment Payments following such exercise of eminent domain, then Property Owner may be required to pay all or a portion of the outstanding amounts in accordance with the CPACE Supplemental Agreement.

RECORDATION OF DOCUMENTS. The parties acknowledge that this Agreement shall be recorded in the office of the County Recorder on or about the Effective Date.

WAIVERS, ACKNOWLEDGMENT AND AGREEMENT. To the extent permitted by applicable law, the Property Owner expressly waives any right for a public hearing regarding the Special Assessment. The Property Owner also waives any right to repeal or challenge the Special Assessments either by lawsuit or by any other proceeding. The Property Owner acknowledges and agrees that the Property Owner and its successors in interest to fee title in the Property shall be solely responsible for the installation, operation and maintenance of the Improvements. The Property Owner waives any right to recover from and fully releases the County, the Program Administrator and their successors, assigns and funding sources, and any of their respective officials, employees and agents (the "**County Parties**") from any claims or liabilities related to, (i) the Property Owner's participation in the Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any fact, circumstance or event related to this Agreement, other than claims for, or liabilities not exceeding, Property Owner's actual damages resulting from such County Party's willful misconduct or gross negligence and equitable actions to enforce the terms of this Agreement.

INDEMNIFICATION. To the extent permitted by applicable law, the Property Owner agrees to indemnify, defend, protect, and hold harmless the County Parties against all losses, liabilities, claims, damages (including consequential damages), penalties, fines, forfeitures, costs and expenses (including all reasonable out-of-pocket litigation costs and attorney's fees) and any demands related to (i) the Property Owner's participation in the Program, (ii) the Special Assessment, (iii) the Improvements, or (iv) any other fact, circumstance or event related to this Agreement. These indemnification provisions shall survive the termination of this Agreement.

AMENDMENT. This Agreement may be modified or amended only by the written agreement of the County and the Property Owner or their respective successors.

SEVERABILITY. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision of this Agreement.

FURTHER ASSURANCES. The Property Owner and the County agree to execute any further documents necessary or appropriate to ensure that this Agreement and the Special Assessments operate as intended.

MISCELLANEOUS. This Agreement shall be governed by the laws of the State of Illinois. This Agreement may be executed in several counterparts, each of which is an original and all of which constitutes one and the same instrument. This Agreement may be executed by one or more electronic means and each party agrees that an electronic signature is enforceable against each that respective party.

THIRD PARTY BENEFICIARY. The parties hereto acknowledge that the Administrator is a third party beneficiary of this Agreement.

PERMITTED ASSIGNMENTS. This Agreement inures to the benefit of and is binding upon the County, the Administrator, the Property Owner and their respective successors and assigns. To the extent permitted by the PACE Act, the County may assign its rights under this Agreement, including all rights to Assessment Payments, to a third party (a "**Permitted Assignee**") without the consent of the Property Owner. The County intends to delegate certain of its functions under this Agreement to the Administrator. Any Permitted Assignee and the Administrator shall be direct beneficiaries hereof.

EFFECTIVENESS OF AGREEMENT. The effectiveness of this Agreement is subject to the execution of the documents described on Exhibit A (the "**PACE Documents**") and the satisfaction of any conditions precedent therein.

GOVERNING LAW; VENUE AND JURY WAIVER. THIS AGREEMENT SHALL BE GOVERNED BY THE AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS WITHOUT GIVING EFFECT TO CONFLICT OF LAWS PRINCIPLES. IF FOR ANY REASON A DISPUTE UNDER THIS AGREEMENT PROCEEDS IN COURT AS A LAWSUIT, BOTH PARTIES AGREE THAT: (1) ANY SUCH DISPUTE SHALL ONLY BE BROUGHT AS A LAWSUIT IN THE EIGHTEENTH JUDICIAL CIRCUIT COURT, SITTING IN [COUNTY], ILLINOIS; (2) BOTH PARTIES IRREVOCABLY CONSENT AND SUBMIT TO THE EXCLUSIVE PERSONAL JURISDICTION AND VENUE OF SUCH COURTS; AND (3) BOTH PARTIES WAIVE ANY RIGHT TO TRIAL BY A JURY.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the County and the Property Owner have caused this Agreement to be executed in their respective names by their duly authorized representatives, all as of the Effective Date.

Property Owner:

[PROPERTY OWNER]

By: _____
Title: _____

[COUNTY]

By: _____
Title: _____

EXHIBIT A

DESCRIPTION OF PROPERTY, DESCRIPTION OF THE IMPROVEMENTS AND NOTICE INFORMATION

Description of Property:

Description of Improvements:

The Improvements consist of the following:

Notice Information:

If to Program Administrator:

With a copy to:

The Illinois Energy Conservation Authority NFP
2901 Butterfield Road
Oak Brook, IL 60523

If to Property Owner:

PACE Documents:

Assessment Contract

CPACE Supplemental Agreement

[Assignment Agreement, dated as of [DATE], by and between [COUNTY], as assignor, and [CAPITAL PROVIDER], as assignee]

[Capital Provider Escrow Agreement, dated as of [DATE], by and between the [CAPITAL PROVIDER] and Inland Bank and Trust]

Prepayment Premium:

The PACE Financing may be prepaid in accordance with the terms of the Assessment Contract and upon payment of a prepayment premium based on the following schedule:

Pre-payment within one year of the Effective Date	%
Pre-payment after one years of the Effective Date but within two years of the Effective Date	%
Pre-payment after two years of the Effective Date but within three years of the Effective Date	%
Pre-payment after three years of the Effective Date but within four years of the Effective Date	%
Pre-payment after four years of the Effective Date but within five years of the Effective Date	%
Pre-payment after five years of the Effective Date	%

SCHEDULE I

**SCHEDULE OF ANNUAL ASSESSMENT INSTALLMENTS, INCLUDING PRINCIPAL, INTEREST
AND ANNUAL ASSESSMENT ADMINISTRATIVE FEE**

No. _____

THE COUNTY OF KANE, ILLINOIS
TAXABLE PACE REVENUE NOTE
([STREET ADDRESS] PROJECT)

<u>Principal Amount</u>	<u>Date of Issuance</u>	<u>Maturity Date of Assessment Contract</u>	<u>Interest Rate of Assessment Contract</u>
\$[]	[] [], 20XX	[] [], 20XX	[]

Registered Owner:[] (together with its successors and assigns, "Registered Owner")

1. PAYMENT OBLIGATIONS

- 1.1 Obligation to Pay Pledged Revenues. The County of Kane, Illinois (the "County"), a public body municipal and corporate, in consideration of the Registered Owner's funding of the Financed Amount under the Assessment Contract ([STREET ADDRESS] PROJECT), dated [], between the County and [PROPERTY OWNER] (together with its successors and assigns, "Property Owner") attached hereto as Exhibit A (the "Assessment Contract" and, together with this Note, collectively the "PACE Documents"), hereby promises to pay, in the amounts and at the times set forth in the Assessment Contract, to the Registered Owner, solely from the source identified herein, the principal sum set forth above, together with interest, fees, penalties, indemnities and other amounts payable on such amounts under the Assessment Contract or pursuant to applicable law, other than (i) amounts collected from direct or indirect indemnification rights for the benefit of the County or any person other than the Registered Owner pursuant to the Assessment Contract or any related document, (ii) amounts identified and assessed as administrative fees and expenses to the extent payable to or on behalf of the County or its agents in accordance with the Assessment Contract and (iii) [%] of the sums received by the County from the collection of penalties and statutory interest on delinquent payments under the Assessment Contract, which shall be retained by the County as collections fees (collectively, the "Pledged Revenues").
- 1.2 Cumulative Obligations. The County's obligation to pay the Pledged Revenues shall be cumulative. For the purposes of this Note, the term "cumulative" shall mean that if any installment of principal and interest is not paid when due, it shall remain due and payable until actually paid and shall be paid by the County as soon as any Pledged Revenues are available to pay all or any portion of such installment.
- 1.3 Assignment and Pledge. The County hereby grants and assigns the Pledged Revenues to the Registered Owner and to the extent not assigned, conveys and pledges to the Registered Owner a first priority security interest in and to the Pledged Revenues. The County may not issue additional notes payable from the Pledged Revenues or otherwise assign, pledge, or encumber the Pledged Revenues, without the written consent of the Registered Owner.
- 1.4 Principal Reductions; Prepayments. To the fullest extent permitted by applicable law¹, the County shall

¹ NTD: In thinking this language through, we determined that its appropriate to keep the applicable law exception

not permit any reduction or deferral in the amount due and owing under the Assessment Contract, without the written consent of the Registered Owner. The County shall or shall cause the Program Administrator (as defined below) to, provide a reasonable period of time for Registered Owner to review and approve any calculations necessary to effect prepayments in accordance with the Assessment Contract.

- 1.5 **Payment Obligations Unconditional.** The County's obligation to transfer or cause the transfer of the Pledged Revenues it receives from the Property Owner to the Registered Owner shall be unconditional, and the County shall make or cause such transfers without any deduction for any reason, including any set-off or defense the County may have or assert against the Registered Owner.²
- 1.6 **Term.** All obligations of the County hereunder shall terminate on the date when all amounts due under the Assessment Contract have been received by the Registered Owner as set forth herein. Notwithstanding the foregoing or anything else set forth herein, and in addition thereto, if at any time all or any part of any payment received by the Registered Owner under or with respect to this Note is or must be rescinded or returned for any reason whatsoever (including, but not limited to, determination that said payment was a voidable preference or fraudulent transfer under insolvency, bankruptcy or reorganization laws), then the obligations hereunder shall, to the extent of the payment rescinded or returned, be deemed to have continued in existence, notwithstanding such previous receipt of payment by the Registered Owner, continue to be effective or be reinstated as to such payment, all as though such previous payment to the Registered Owner had never been made. The provisions of the foregoing sentence shall survive termination of this Note and shall remain a valid and binding obligation of County.

2. REPRESENTATIONS AND WARRANTIES OF THE COUNTY.

The County hereby makes the following representations and warranties for the benefit of the Registered Owner as of the date hereof:

- 2.1 **Authorization.** The County has taken (i) all necessary official action required of it under the Property Assessed Clean Energy Act, 50 ILCS 50/1 et. seq. (the "**PACE Act**") to establish the property assessed clean energy program for the County, including approving the ordinance (the "**Ordinance**") of the County Board of the County on [December 11, 2018], and (ii) all such action as may be required on the part of the County to carry out, give effect to and consummate the transactions contemplated in the PACE Documents.
- 2.2 **Organization; Authority.** The County is a political subdivision of the State of Illinois, duly organized and validly existing as a County under the laws of the State of Illinois, with the power to adopt the Ordinance, issue the PACE Documents, and perform the agreements on its part contained in or related to the PACE Documents.
- 2.3 **C PACE Act.** This Note is issued pursuant to the provisions of, and in full compliance with, the PACE Act. This Note constitutes a "PACE bond" for purposes of the PACE Act.
- 2.4 **Enforceability.** When executed and delivered by the respective parties thereto, each of the PACE Documents executed by the County will constitute a legal, valid and binding obligation of the County enforceable in accordance with its terms.
- 2.5 **Compliance with Laws and Agreements.** The execution, delivery and performance by the County of each of the PACE Documents and the performance by the County of its obligations under each of the PACE Documents and the transactions contemplated hereby and thereby (i) do not contravene any provisions of law applicable to the County, and (ii) do not conflict with, and will not result (with or without the

here. If a tax lien isn't sold the IL real property tax law eventually requires a scavenger sale, which could mean that the amount of delinquent taxes actually collected is reduced to the amount bid at the scavenger sale.

² NTD – Deleted language was duplicative of new language in 1.3.

giving of notice or passage of time or both) in the breach of or constitute a default or require any consent under any credit agreement, indenture, mortgage, purchase agreement, deed of trust, security agreement, lease, guarantee or other instrument to which the County is a party, by which the County may be bound or to which the County or its property may be subject.

- 2.6 **No Actions.** To the best knowledge of the County after reasonable inquiry, no action, suit, proceeding, inquiry or investigation, at law or in equity, before or by any court, regulatory agency, or public board or body is pending or threatened, in any way affecting the existence of the County or the titles of its officers to their respective offices, or seeking to restrain or to enjoin the execution and delivery of the Ordinance, this Note or the Assessment Contract, or the consummation by the County of the transactions contemplated by the Ordinance, the PACE Documents, or in any way contesting or affecting the validity or enforceability of the Ordinance, this Note or the Assessment Contract, any other applicable agreements, or any action of the County contemplated by any of those documents, or in any way contesting the powers of the County or its authority with respect to the Ordinance, this Note or the Assessment Contract, any other applicable agreements, or any action of the County contemplated by any of such documents.
- 2.7 **Consents and Approvals.** No further approval of, or consent from, any governmental authority is required for the execution and delivery by the County of the PACE Documents or the consummation by the County of any other transaction contemplated by the PACE Documents that has not been obtained.

3. COVENANTS OF THE COUNTY.

- 3.1 **Direction of Payments.** The County will pay all Pledged Revenues to the account specified by the Registered Owner in a written notice to The Illinois Energy Conservation Authority NFP, as program administrator (together with any successor, the "**Program Administrator**") within 30 days of receipt and identification.
- 3.2 **PACE Note and Interest Fund.** The County agrees that it shall establish funds for the collection of the Pledged Revenues as separate funds maintained on the County's books and records and to be held at a bank with which the County maintains a depository relationship. The County hereby assigns to the Registered Owner all of its right, title and interest in and to all Pledged Revenues maintained in such fund and agrees that it holds such amounts in trust for the benefit of the Registered Owner.
- 3.3 **Amendment to Assessment Contract.** The County shall not amend the Assessment Contract in any manner that is materially adverse to the Registered Owner without the Registered Owner's prior written consent.
- 3.4 **Property Tax Code Compliance; Adjustments to Scheduled Payments.** The County will comply with all requirements of the PACE Act, the Property Tax Code of the State of Illinois, as amended (the "**Property Tax Code**"), the Assessment Contract and this Note to assure the timely collection of the Pledged Revenues, including, without limitation, the enforcement of delinquent Assessment Payments (as defined in the Assessment Contract) as set forth in Section 3.5 and any other applicable law. To the extent that the Assessment Contract contemplates adjustments to Assessment Payments becoming due (such as interest rate changes or prepayments), the Registered Owner or its designee shall be responsible for making such calculations and delivering them to the Program Administrator. Program Administrator shall promptly deliver any prepayment notices received from the Property Owner to the Registered Owner or its designee and Registered Owner shall promptly provide (a) a calculation of the required prepayment amount, including any prepayment premium and rebated interest, and (b) payment instructions. Upon receipt of such calculation, the Program Administrator shall deliver a payoff statement to the Property Owner in accordance with the Assessment Contract. So long as necessary information regarding adjustments to any scheduled Assessment Payment (as defined in the Assessment Contract) is delivered by the Registered Owner to the Program Administrator before

[DATE]³ of each calendar year, then the County shall include such adjustments on the next tax roll applicable to the Property (as defined in the Assessment Contract). The Program Administrator may conclusively rely on any payment calculations delivered by the Registered Owner hereunder.

- 3.5 Delinquencies. If an Assessment Payment (as defined in the Assessment Contract) is delinquent according to the Property Tax Code, the County shall take such steps and follow such procedures to collect delinquent property tax payments as specified in the Property Tax Code. Upon receipt of any Pledged Revenues via the tax sale procedures available to the County pursuant to the Property Tax Code, the County shall within 30 days transfer such amounts to the Registered Owner at the Registered Owner's designated account.
- 3.6 Bankruptcy of the County. The County acknowledges and agrees that amounts collected by the County as Pledged Revenues are intended to be "special revenues" as defined in Section 902(2) of the United States Bankruptcy Code. The foregoing is a statement of intent and not a guaranty or assurance that such proceeds will be treated as special revenues. In the event that the County files a petition under Chapter 9 of the United States Bankruptcy Code, the County shall not oppose a post-petition motion by the Registered Owner seeking (a) to obtain relief from the automatic stay applicable in bankruptcy cases with respect to all Pledged Revenues received by the County prior to such petition being filed to enable such Pledged Revenues to be paid to the Registered Owner, or (b) to ensure that all Pledged Revenues received by the County following such petition being filed are timely paid to the Registered Owner.
- 3.7 Further Assurances. The County will adopt, make, execute and deliver any and all such further ordinances, resolutions, instruments and assurances as may be reasonably necessary or proper to carry out the intention or to facilitate the performance of the PACE Documents, and for the better assuring and confirming unto the County the rights and benefits provided in this Note.
- 3.8 Delegation of Duties. For the avoidance of doubt, to the extent permitted by applicable law, the County may cause the Program Administrator to perform any of its obligations under this Note.

4. EVENTS OF DEFAULT; REMEDIES.

- 4.1 Events of Default. Any one or more of the following events will constitute an "Event of Default":
 - (a) Default in the due and punctual payment of any Pledged Revenues after receipt by the County;
 - (b) Default by the County in the observance of any of its other covenants in the PACE Documents, and the continuation of such default for a period of thirty (30) days after the County has been given notice in writing of such default by the Registered Owner; *provided that*, if such failure is curable, but not within such thirty (30) day period, such failure shall not constitute an Event of Default if, within such thirty (30) day period, the County diligently pursues such cure and such failure is cured within a reasonable period of time;
 - (c) Failure of the Registered Owner to have a valid and binding priority lien and security interest in the Pledged Revenues; or
 - (d) The filing by the County of a voluntary petition in bankruptcy, or failure by the County promptly to lift any adjudication of the County as bankrupt, or the approval by a court of competent jurisdiction of a petition applicable to the County in any proceedings instituted under the provisions of the United States Bankruptcy Code.
- 4.2 Remedies.
 - (a) Following the occurrence of an Event of Default, Registered Owner will have the right:

³ IECA to confirm.

- (i) By mandamus or other suit or proceeding at law or in equity to enforce its, its rights against the County and any of the members, officers and employees of the County, and to compel the County or any such members, officers or employees to perform and carry out their duties under the PACE Act and their agreements herein;
- (ii) By suit in equity to enjoin any actions or things that are unlawful or violate the rights of the Owners; or
- (iii) To exercise every power and remedy available to it under the PACE Act or other applicable law.

(b) No remedy herein conferred upon or reserved to the Registered Owner is intended to be exclusive of any other remedy. Every such remedy will be cumulative and will be in addition to every other remedy given hereunder or now or hereafter existing, at law or in equity or by statute or otherwise, and may be exercised without exhausting and without regard to any other remedy conferred by the PACE Act or any other law.

5. LIMITED RE COURSE.

THE SOLE SOURCE OF REPAYMENT OF THIS NOTE SHALL BE THE PLEDGED REVENUES. THE COUNTY WILL NOT BE IN ANY WAY LIABLE OR RESPONSIBLE FOR PAYMENT OF PLEDGED REVENUES TO REGISTERED OWNER, BEYOND REMITTING PLEDGED REVENUES PAID TO THE COUNTY BY PROPERTY OWNER OR IN CASES OF DEFAULT BY PROPERTY OWNER, BY A TAX PURCHASER VIA TAX SALE. EXCEPT AS SPECIFICALLY STATED IN THE ASSESSMENT CONTRACT, NEITHER THE FULL FAITH AND CREDIT NOR THE TAXING POWER OF THE COUNTY OR ANY OTHER POLITICAL SUBDIVISION OR AGENCY OF THE STATE OF ILLINOIS SHALL BE AVAILABLE FOR THE PAYMENT OF THE PRINCIPAL, INTEREST OR PENALTIES ON THE ASSIGNED ASSESSMENT PAYMENTS OR ANY COSTS INCIDENTAL THERETO. NO OFFICIAL, AGENT OR EMPLOYEE OF THE COUNTY WILL BE INDIVIDUALLY OR PERSONALLY LIABLE FOR THE PAYMENT OF PLEDGED REVENUES; BUT NOTHING HEREIN CONTAINED WILL RELIEVE ANY SUCH OFFICIAL, AGENT OR EMPLOYEE FROM THE PERFORMANCE OF ANY OFFICIAL DUTY PROVIDED BY LAW.

6. MISCELLANEOUS PROVISIONS.

- 6.1 Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each Section applies equally to this entire Note.
- 6.2 Interpretation. This Note shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of the provision herein.
- 6.3 Severability of Provisions. Each provision of this Note shall be severable from every other provision of this Note for the purpose of determining the legal enforceability of any specific provision.
- 6.4 Counterparts; Electronic Execution. Delivery of an executed counterpart of this Note by electronic method of transmission shall be equally as effective as delivery of a manually executed counterpart of this Note.
- 6.5 Governing Law. This Note shall be governed by and construed according to the laws of the State of Illinois.
- 6.6 Assignments; Note Register. To register the transfer of this Note, Registered Owner must present to the County and the Program Administrator a duly executed Form of Assignment in substantially the form attached hereto as Exhibit B. The County shall cause the Program Administrator to keep a register of the ownership and transfers of this Note. The register will show the date, maturity amount, rate of interest and last Registered Owner and will at all times be open to inspection by the County and the Registered Owner during regular business hours on any Business Day, upon reasonable notice.

6.7 **Interpretation.** Unless the context of this Note clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Note refer to this Note as a whole and not to any particular provision of this Note, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Note unless otherwise specified. Any reference in this Note to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any person or entity shall be construed to include such person's or entity's successors and assigns. The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties. Any requirement of a writing contained herein shall be satisfied by the transmission of a record and any record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[Signature page follows.]

IN WITNESS WHEREOF The County of Kane, Illinois, by its County Board, has caused this Note to be executed by the manual or duly authorized facsimile signature of the Chairman of its County Board and attested by the manual or duly authorized facsimile signature of the County Clerk and ex-officio Clerk of the County Board, all as appearing hereon and as of the dated date identified above.

Chairman of the County Board

ATTEST:

County Clerk and ex-officio Clerk
of the County Board

Date of Authentication: **[Closing Date]**

CERTIFICATE
OF
AUTHENTICATION

Note Registrar and Paying Agent:
[Name of Entity]
[City],[State]

This Note is one of the Notes described in the within-mentioned Ordinance and is one of the Taxable PACE Revenue Notes, ([Street Address] Project) having a dated date of **[Closing Date]**, of The County of Kane, Illinois.

[Name of Entity],
as Note Registrar

By _____
Authorized Officer

Form of Assignment

ASSIGNMENT

FOR VALUE RECEIVED, the undersigned sells, assigns and transfers unto

[] [Here insert identifying number such as
TID, SSN, or other]

(Name and Address of Assignee)
the within Note and does hereby irrevocably constitute and appoint

attorney to transfer such Note on the books kept for registration thereof with full power of
substitution in the premises.

Dated:

Signature: _____



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 280

Resolution in Support of the County Line Subdivision

Committee Flow: Executive Committee, County Board

Contact: Caryn Minor, 630.444.1013

Budget Information:

Was this item budgeted? No	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

Resolution in support of the County Board recognizing and issuing this resolution in opposition of the disconnection of The County Line Subdivision of St. Charles Township from the Fox River Countryside Fire/Rescue District pending negotiations relating to potential annexation and/or contractual renewals.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 280

RESOLUTION IN SUPPORT OF THE COUNTY LINE SUBDIVISION

WHEREAS, The County Line Subdivision consists of 43 parcels off Kautz Road within St. Charles Township; and

WHEREAS, The County Line Subdivision is within the protection area of the Fox River Countryside Fire/Rescue District; and

WHEREAS, Fox River Countryside Fire/Rescue District has announced their intention of disconnecting The County Line Subdivision from Fox River Countryside Fire/Rescue District, in which case The County Line Subdivision would be within the West Chicago Fire Protection District; and

WHEREAS, the change would have a profound impact on the health and well-being of the citizens living with The County Line Subdivision; and

WHEREAS, the citizens of The County Line Subdivision are having discussions with the City of St. Charles' officials regarding annexation and are also exploring other potential resolutions of the matter..

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board recognizes and issues this resolution in opposition of the disconnection of The County Line Subdivision of St. Charles Township from the Fox River Countryside Fire/Rescue District pending negotiations relating to potential annexation and/or contractual renewals.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Cty Line Subdivision



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 281

Authorizing the Transfer of the Remaining Fund Balance from Juvenile Drug Court to Adult Drug Rehabilitation Court

Committee Flow: Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Lisa Aust, 630.232.5809

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$102,677
If not budgeted, explain funding source:	

Summary:

The Juvenile Drug Court is no longer accepting participants, but has a dedicated revenue stream that by statute must support Drug Courts. This resolution seeks to re-direct the revenue and cash balance of the fund to the Adult Drug Court Special Resources Fund. The Adult Drug Rehabilitation Court (DRC), continues to accept applicants and has an active and on-going program.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 281

AUTHORIZING THE TRANSFER OF THE REMAINING FUND BALANCE FROM JUVENILE DRUG COURT TO ADULT DRUG REHABILITATION COURT

WHEREAS, The Kane County Juvenile Drug Court (JDC) was established in 2002 and was in operation consistently until the summer of 2018 when it faced a lack of applicants due to the expansion of insurance coverage for adolescent drug treatment under federal law; and

WHEREAS, Pursuant to Kane County Resolution 07-133, Kane County adopted a mandatory \$5.00 fee as then allowed under 55ILCS 5/5-1101(f) to be assessed on offenses described within the resolution to be used in support of the administration and operations of Drug Court programs and divided the distribution of revenue from that fee between JDC and Adult Drug Court (DRC); and

WHEREAS, JDC is no longer accepting applicants, however adult DRC continues to operate with over 100 high risk Kane County residents actively participating on an annual basis, requiring on-going financial support for program operation; and

WHEREAS, The Circuit Clerk continues to collect and disperse the authorized \$5 fee from applicable cases; and

WHEREAS, It would benefit DRC and department budgetary processes to direct all of revenue into DRC fund (273) to be used for programming; and

WHEREAS, JDC fund has a current balance of \$102,677 and annual revenue of about \$30,000.

NOW, THEREFORE, BE IT RESOLVED The Circuit clerk is directed to deposit 100% of the revenues collected pursuant to Resolution 07-133 into Drug Court Special Resources Fund 273.430.000.34820, Drug Court Fees, and that the following FY20 budget adjustment is approved. In addition, Finance is authorized to process necessary transaction and transfers to fully close Fund 275 in FY2020.

275.430.000.39900	Cash on Hand	\$ 102,677
275.430.463.99000	Transfer to Other Funds	\$ 102,677
273.430.000.39000	Transfer from Other Funds	\$ 102,677
273.430.464.50150	Contractual/Consulting Services	\$ 102,677

Line Item	Line Item Description	Was personnel/item/service approved in original budget or a subsequent budget revision?	Are funds currently available for this personnel/item/service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
273.430.000.39000	Transfer from Other Funds	No	Yes	275.430.463.99000 Transfer to Other Funds

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-08 Auth Transfer of Remaining Fund Balance from Juv DC to Adult DRC



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 282

Authorizing FY20 Budget Adjustment for NG9-1-1 Grant Revenue and Expenditures

Committee Flow: Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Michelle Guthrie, 630.232.5988

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$51,214
If not budgeted, explain funding source: NG9-1-1 State Grant	

Summary:

KaneComm has been awarded a NG9-1-1 State Grant to fund the upgrade of our Eventide Logging Recorder equipment. With the upgrade, the logging recorder will have the capability to record audio, pictures, text and video, in accordance with the NG9-1-1 standards. Per Illinois State mandate, Public Safety Answering Points (PSAPs) must be NG9-1-1 ready in 2020.

269.425.000.33900 KaneComm: Miscellaneous Grants	+ \$47,219
269.425.000.39900 KaneComm: Cash on Hand	+ \$ 3,995
269.425.426.70120 KaneComm: Special Purpose Equipment	+ \$51,214

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 282

AUTHORIZING FY20 BUDGET ADJUSTMENT FOR NG9-1-1 GRANT REVENUE AND EXPENDITURES

WHEREAS, the purpose of the NG9-1-1 Grant Program is to provide Federal funding to support the transition of Public Safety Answering Points (PSAPs) and interconnecting 9-1-1 network and core services, to facilitate migration to a digital, IP-enabled emergency network; and

WHEREAS, a NG9-1-1 system utilizes advancements in technology to improve communication with 9-1-1 Telecommunicators and provides greater efficiency in assisting individuals in crisis and supports data, video and other communication needs for coordinated response and management; and

WHEREAS, Kane County Emergency Communications has been awarded NG9-1-1 grant reimbursement to upgrade the Eventide Logging Recorder to maintain audio recordings in accordance with NG9-1-1 standards; and

WHEREAS, the amount of the grant is forty seven thousand two hundred and nineteen dollars (\$47,219).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following budget adjustments be made for fiscal year 2020:

269.425.000.33900 KaneComm: Miscellaneous Grants	+\$47,219
269.425.000.39900 KaneComm: Cash on Hand	+\$ 3,995
269.425.426.70120 KaneComm: Special Purpose Equipment	+\$51,214

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
269.425.426.70120	Special Purpose Equipment	No	Yes	269.425.000.33900 & 269.425.000.39900

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 FY20 Budget Adjustment for NG9-1-1 Grant Revenue and Expenditure



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 283

Approving an FY20 Budget Adjustment for the JJC Farm to School Program

Committee Flow: Agriculture Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Mathew Tansley, 630.232.3493

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$21,974
If not budgeted, explain funding source: 435.690.000.39900 Cash on Hand; 435.690.000.32379 USA Farm to School Grant	

Summary:

This resolution will approve an FY 20 budget adjustment for the JJC Farm to School Program. The adjustment is needed to account for unexpended USDA Farm to School Grant funds rolling over from FY 19 into FY 20. The adjustment also accounts for a revised project proposal submitted to the USDA Farm to School Grant administrators. The revised proposal will make additional material investments and curriculum enhancements supporting the JJC Farm to School Program.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 283

APPROVING AN FY20 BUDGET ADJUSTMENT FOR THE JJC FARM TO SCHOOL PROGRAM

WHEREAS, Kane County received approval from USDA for a one year no-cost extension of the JJC Farm to School Program; and

WHEREAS, Program staff has submitted a revised budget and project proposal to USDA for the remaining year of program activities, which includes additional material investments for expanding the gardens and classroom curriculum; and

WHEREAS, the Farm to School Program retained a cash balance of USDA grant funds in the amount of \$10,101 at the end of FY 19 - and will receive \$35,619 in total USDA grant disbursements within FY 20 (an increase of \$11,873) for a total FY 20 Program budget of \$45,720; and

WHEREAS, the revised Farm to School Program budget for FY 20 will increase by Twenty-One Thousand Nine Hundred Seventy-Four Dollars (\$21,974).

NOW, THEREFORE, BE IT RESOLVED that the below FY20 budget adjustment is approved:

435.690.000.39900	Cash on Hand	+ \$10,101
435.690.000.32379	USDA Farm to School Grant	+ \$11,873
435.690.023.55050	Grant Services	- \$2,375
435.690.023.53100	Conferences and Meetings	- \$593
435.690.023.50150	Contractual / Consulting Services	+ \$14,502
435.690.023.60510	Grant Supplies	+ \$10,440

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
435.690.023.50150; 435.690.023.60510	Contractual / Consulting Services; Grant Supplies	No	No	435.690.000.39900 Cash on Hand; 435.690.000.32379 USDA Farm to School Grant

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 285

Accepting the Compeer Financial Grant and Approving the FY20 Budget Adjustment for the Farmer Mini Grant Program

Committee Flow: Agriculture Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Janice Hill, 630.232.3483

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$10,000
If not budgeted, explain funding source: 435.690.000.38900 - Miscellaneous Other	

Summary:

This resolution will allow acceptance of a General Use Grant awarded by Compeer Financial's Fund for Rural America. The funds will be utilized to provide targeted relief to Kane County food farms experiencing challenges resulting from the COVID-19 pandemic and will be administered through the Growing for Kane initiative.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 285

**ACCEPTING THE COMPEER FINANCIAL GRANT AND APPROVING THE FY20 BUDGET
ADJUSTMENT FOR THE FARMER MINI GRANT PROGRAM**

WHEREAS, Kane County applied for the Compeer Financial Fund for Rural America grant program and was selected to receive a grant of \$ 10,000 to implement a new Growing for Kane proposal; and

WHEREAS, the grant implementation will develop a mini grant program designed to assist Kane County farmers facing operational challenges resulting from the COVID-19 pandemic and whose principal farming operation involves food production; and

WHEREAS, this grant will support strategies and advance goals aligned with the Growing for Kane initiative which calls for the pursuit of grant funds that "support specialty crop and other local food production.

NOW, THEREFORE, BE IT RESOLVED that Kane County will accept the Ten Thousand Dollar \$ 10,000 Compeer Financial Fund for Rural America grant and approve the Growing for Kane Fund budget adjustment contained herein.

NOW, THEREFORE, BE IT FURTHER RESOLVED that the below FY20 budget adjustment is approved:

435.690.000.38900	Miscellaneous / Other	+ \$10,000
435.690.022.55010	External Grants	+ \$10,000

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
435.690.022.55010	External Grants	No	No	435.690.000.38900 Miscellaneous Other

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Compeer Grant



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 286

Authorizing the County Board Chairman and County Clerk to enter into Grant Agreements

Committee Flow: Public Service Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: John Cunningham, 630.232.5950

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

The Kane County Clerk's Office each year applies for grants to support its programs to provide essential services to the community. The expenses for these programs are included in the FY2020 and 2021 budgets. These grants reimburse the County Clerk's Office for some, if not all, of costs of the expenses incurred by the County Clerk's Office.

The purpose of this resolution is to improve the timeliness of cash flow by reducing the time it takes to accept the grant award to support approved budgeted expenses. This resolution allows the Kane County Board Chairman and County Clerk to sign an agreement to accept the maximum awarded grant funds for the grants listed in this resolution to support the expenses included in the FY2020 and 2021 budgets.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 286

**AUTHORIZING THE COUNTY BOARD CHAIRMAN AND COUNTY CLERK TO ENTER INTO
GRANT AGREEMENTS**

WHEREAS, the Election Assistance Commission, Illinois State Board of Elections, Illinois Department of Public Health, and other state and federal agencies have made grants available to the Kane County Clerk's Office to establish and maintain various essential services to Kane County residents; and

WHEREAS, these grants provide ongoing funding from year to year to support Kane County Clerk's Office services; and

WHEREAS, the County of Kane, through the County Clerk's Office, wishes to apply for and accept the maximum available grants awarded by the Election Assistance Commission, Illinois State Board of Elections, Illinois Department of Public Health, and other state and federal agencies; and

WHEREAS, the following list of grants are included in the FY2020 and 2021 budget and applications are being submitted for which the overall goals are compatible with the Kane County Clerk's Office;

Agency	Grant	Description
Illinois Department of Public Health	Illinois Death Certificate Surcharge Fund	Registrar of vital records can apply for a portion of the funds collected in this state fund.
Illinois State Board of Elections	Illinois Voter Registration Grant	These funds are to be used for assisting in the maintenance and other costs associated with the voter registration system in order for it to communicate with the centralized statewide voter registration system.
Illinois State Board of Elections	Election Security HAVA Grant	Funds are for the upgrade of election related computer systems to address cyber vulnerabilities identified through scans or assessments of existing election systems, and to implement cyber security best practices for election systems and other activities that will improve the security of elections for federal office.
Illinois State Board of Elections	CARES Act Grant	Grant available for reimbursement for additional costs to prevent, prepare for, and respond to the threat of coronavirus for the November 2020 General Election.
Illinois State Board of Elections	Postage Grant	Reimbursement for postage on required mailings, vote by mail ballots, applications, return postage on vote by ballots, and other communications sent via mail for the November 2020 General Election
Illinois State Board of Elections	HAVA Grant	Funds used to facilitate the goals of the Help America Vote Act (HAVA)

WHEREAS, the applicable expenditures have been included in the FY 2020 and 2021 budgets; so

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County Board Chairman and County Clerk be, and hereby are, authorized to enter into contracts for the grants, for the acceptance of the maximum amount of revenues, with copies of said contract to be on file in the County Clerk's office.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

[Unanimous]

20-09 GrantAuthorization



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 287

Authorizing Inter-Governmental Agreement with the State of Illinois, Department of Human Services--Juvenile Justice Council Grant

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Erin Brady, 630.208.5331

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the execution of an agreement and receipt of a grant from the Illinois Department of Human Services, Illinois Juvenile Justice Commission, in the amount of \$50,000 for the Kane County Juvenile Justice Council ("JJC"). The JJC develops and implements programs, policies and practices to ensure youth do not enter the juvenile justice system unnecessarily; that those who do receive developmentally appropriate, individualized support and services; ensures that youth leave the justice system with positive outcomes; ensures that Illinois maintains compliance with the federal JJDP Act; and ensures that racial and ethnic disparities are examined and reduced within the justice system.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 287

**AUTHORIZING INTER-GOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS,
DEPARTMENT OF HUMAN SERVICES--JUVENILE JUSTICE COUNCIL GRANT**

WHEREAS, the Illinois Juvenile Court Act provides that each county may establish a local juvenile justice council pursuant to 705 ILCS 405/6-12; and

WHEREAS, the County of Kane has established such a council to further the goals of implementing programs, policies, and practices that improve the effectiveness of local juvenile justice systems, reduce unnecessary juvenile justice system involvement and/or analyze and reduce racial and ethnic disparities within the justice system as set forth within the Juvenile Court Act; and

WHEREAS, the Illinois Department of Human Services, through the Illinois Juvenile Justice Commission has awarded the County of Kane a grant of fifty thousand dollars (\$50,000) to support the operations of the Juvenile Justice Council as set forth herein;

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to execute Inter-Governmental Agreement No. FCSYR04829 with the State of Illinois, Department of Human Services for the receipt of a grant of fifty thousand dollars (\$50,000) to support the Kane County Juvenile Justice Council.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 JJC DHS Grant



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 288

Authorizing the Purchase to Replace The Damaged Hazardous Materials and Devices Magazine, Along With Proper Protective Berm

Committee Flow: Judicial/Public Safety Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Caryn Minor, 630.444.1013

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$126,213.80
If not budgeted, explain funding source: Overall savings in general fund budget	

Summary:

This resolution seeks to authorize the purchase of a new hazardous materials and explosive device magazine and protective berm construction on the Kane County Judicial Center Campus at Peck Road and Illinois State Route 38. The previous site flooded and damaged the magazine beyond repair

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 288

AUTHORIZING THE PURCHASE TO REPLACE THE DAMAGED HAZARDOUS MATERIALS AND DEVICES MAGAZINE, ALONG WITH PROPER PROTECTIVE BERM

WHEREAS, the Sheriff's Office Hazardous Materials and Devices Magazine flooded in March of 2020. After the County's insurer assessed the damage, they determined the magazine was beyond repair; and

WHEREAS, pursuant to operational needs and Illinois Department of Natural Resources guidance and laws, it was determined that the magazine should be reconstructed on Kane County property; and

WHEREAS, construction on the Multi-Use Facility is underway, providing an opportunity for the most cost-effective reconstruction of the Magazine; and

WHEREAS, the construction company awarded the bid for the Multi-Use Facility, R.C. Wegman, has provided a quote for the Hazardous Materials and Devices Magazine to be built in conjunction with the current construction to maximize savings; and

WHEREAS, the total cost estimate for the design and construction of the Hazardous Materials and Devices Magazine has been determined to be in the amount of \$126,213.80.

NOW, THEREFORE BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to approve an Emergency Purchase Affidavit for the reconstruction of the Bomb Squad EOD Magazine and protective berm at the Kane County Judicial Center campus at Peck Road and Illinois State Route 38, and authorizes the Chairman of the Kane County Board to enter into a contract with R.C. Wegman Construction Company, 750 Morton Ave, Aurora, IL 60506 for the cost amount of One Hundred Twenty-Six Thousand, Two hundred Thirteen Dollars and 80/100 (\$126,213.80) to be paid from the Kane County Sheriff's Office FY20 budget.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.380.380.52160	Repairs and Maint – Equipment	No	Yes	N/A

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Sheriff Bomb Magazine



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 289

Authorizing an Amendment to the Fifth Third Bank Commercial Card Program

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Theresa Dobersztyn, 630.444.1071

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source:	

Summary:

Per Resolution 07-282, the Kane County Board approved Fifth Third Bank as the County's Commercial Card Program vendor. Fifth Third Bank is requesting an updated amendment to the commercial card program in order to increase the rebate amount paid to Kane County based on employee purchases for the prior year.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 289

**AUTHORIZING AN AMENDMENT TO THE FIFTH THIRD BANK COMMERCIAL CARD
PROGRAM**

WHEREAS, Kane County has a commercial card program for procurement cards for purchasing miscellaneous items and travel expenditures with Fifth Third Bank since 2007 per Resolution 07-282; and

WHEREAS, Kane County earns a rebate of .2% based on prior year's purchases; and

WHEREAS, Fifth Third Bank is requiring an amendment to the current agreement in order to increase the County's rebate card program from .2% to .5%; and

WHEREAS, the Auditor, the Executive Director of Finance and the Purchasing Director are in agreement to have the rebate earned by the County increased; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is authorized to execute an amendment to the agreement with Fifth Third Bank to increase the commercial card rebate program from .2% to .5% per the attached rebate amendment.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

Fifth Third Bank Commercial Card Program



COMMERCIAL CARD REBATE AMENDMENT

This Commercial Card Rebate Amendment ("Rebate Amendment") amends the Commercial Card Service Agreement (as amended from time to time, the "Card Agreement") currently in effect between the "Customer" identified on the Signature Page ("you") and Fifth Third Bank ("we" or "us"). Capitalized Terms used but not defined in this document have the meaning assigned to them in the Card Agreement.

In consideration of the mutual agreements of the parties set forth in this Rebate Amendment and your commitment to use the Cards and Account, the parties agree as follows:

1. **Definitions.** As used in this Rebate Amendment, the following terms have the indicated meanings:

"Calendar Year" means the period from January 1 of a year through December 31 of the same year; if the Effective Date is other than January 1, the first Calendar Year will be deemed to commence on the execution date of this Rebate Amendment and end on December 31 of the same year as the Effective Date, and the last Calendar Year shall be deemed to end on the date of the expiration or termination of the Rebate Term (as defined below) and to begin on the immediately preceding January 1 of the same year in which the expiration or termination occurred.

"Card Losses" mean the amount of charge-offs and other losses we incur in connection with your Account as a result of your failure to pay any amount owing on the Account as principal, interest or fees or other charges, but not including amounts not chargeable to you under the Card Agreement as a result of the Fifth Third Use Liability Policy.

"Discount Transactions" mean transactions that are subject to discount interchange rates that are less than large ticket interchange rates as established and designated by MasterCard International, Inc. ("MasterCard").

"Effective Date" means, if the execution date of this Rebate Amendment is the first calendar day of a month, that date; otherwise, the first day of the first full calendar month after the execution date.

"Large Ticket Transactions" or **"LTI"** mean transactions that qualify for reduced interchange rates as established and designated by the respective association (MasterCard or Visa).

"Qualified Volume" means the US dollar amount of transactions for the purchase of goods and services attributable to a MasterCard Card issued under the Card Agreement during the period of calculation excluding: (a) the principal amount of any balance transfer, cash advances or checks, credits and returns, account fees, finance charges, transaction fees, delinquency fees, over-the-limit fees, and any other fees imposed by

us, MasterCard or another entity; (b) Card Losses; and (c) any other amounts not chargeable to you under the terms of the Card Agreement including by virtue of the Fifth Third Use Liability Policy or similar protection plan provided by MasterCard or otherwise. "Qualified Volume" may also be referred to as "Spend" or "Rebate Spend."

2. Rebate.

Determination. Subject to the fulfillment of the Rebate Conditions (as defined below), we will pay to you for each Calendar Year during the Rebate Term a rebate ("Rebate") equal to the sum of the following products:

(a) your Qualified Volume for such Calendar Year (excluding Large Ticket Transactions and Discount Transactions) multiplied by the applicable payment percentage ("Rebate Percentage") in the row corresponding to your total Qualified Volume (including Large Ticket Transactions and Discount Transactions) as set forth in the Rebate Table included on Exhibit A; plus

(b) your Qualified Volume of Large Ticket Transactions in such Calendar Year multiplied by the lower of (i) the Rebate Percentage for Large Ticket Transactions specified on Exhibit A and (ii) the Rebate Percentage applied under clause (a) above to your Qualified Volume; plus

(c) your Qualified Volume of Discount Transactions in such Calendar Year multiplied by the lower of (i) the Rebate Percentage for Discount Transactions specified as Exhibit A and (ii) the Rebate Percentage applied under clause (a) above to your Qualified Volume; plus

Subject to the terms of the paragraph entitled "Rebate Conditions" below, for any Calendar Year for which a Rebate is payable that is less than twelve months, your actual Qualified Volume for such period will be annualized to determine the applicable rebate tier and the actual Qualified Volume for such period will be multiplied by the Rebate Percentage in the applicable tier so determined. If you do not meet the minimum Qualified Volume level specified in the Rebate Table for a Calendar Year, no Rebate will be payable for that Calendar Year. ***This Rebate Amendment is not valid unless Exhibit A including a Rebate Table is attached or deemed attached to this Rebate Amendment at the time of signing this Rebate Amendment.***

Card Losses. There will be deducted from each Rebate otherwise payable to you the amount of all Card Losses attributable to the Calendar Year in which the Rebate was earned or any subsequent period.

Calculation. We will calculate the Qualified Volume and applicable Rebate in good faith and our determination will be final in the absence of manifest error. Your Rebate will be paid to you within the first quarter following the Calendar Year in which the Rebate was earned.

Rebate Conditions. To be eligible for the Rebate for a Calendar Year, you must: (a) maintain the Account in good standing throughout such Calendar Year by timely paying all amounts due on the Account each month in accordance with the Card Agreement and otherwise being in compliance with, and not in default under the Card Agreement; (b) continue to actively use the Account during the entire Calendar Year; and (c) not have reduced your Qualified Volume due to use of, or transition to, a competing card or service, during the 90 days

following the end of the Calendar Year (other than following expiration or termination of the Rebate Term) (the “*Rebate Conditions*”). In addition, if this Rebate Amendment or the Card Agreement is terminated by you for any reason or is terminated by us as a result of a Rebate Default (as defined in Section 3), you will be deemed to have failed to meet the Rebate Conditions for the Calendar Year in which such termination occurs. If the Rebate Conditions are not satisfied in or with respect to any Calendar Year, you are not entitled to a Rebate for that Calendar Year.

Reports and Information. We will provide the calculations and supporting Qualified Volume available to us for the Rebate upon your reasonable request. You agree to provide validation and documentation reasonably satisfactory to us of any transaction or other information we reasonably request to verify or support the Qualified Volume calculation of the Rebate, and we may condition or withhold payment pending receipt of such information.

Adjustment Events. Your Rebate terms have been established based in part on certain assumptions relating to a number of external conditions including interest rate and market conditions, your financial condition, and current regulatory requirements (including interchange rates and restrictions). Should a significant change in such conditions or requirements occur, we reserve the right to adjust your Rebate terms to reflect the effect of such change on us as determined by us in good faith. We will give you not less than ninety (90) days notice of the implementation of any such adjustment.

3. Rebate Term. Unless terminated sooner as provided in this Rebate Amendment, the term of this Rebate Amendment (“*Rebate Term*”) shall commence on the date this Rebate Amendment is executed and shall expire on the day immediately preceding the third anniversary of the Effective Date; provided however, that unless either party gives to the other party written notice of non-renewal of the Rebate Term not later than sixty (60) days prior to the expiration of the stated Rebate Term, the Rebate Term shall automatically be extended on a month-to-month basis until such time as this Rebate Amendment is terminated by either party upon sixty (60) days prior written notice. This Rebate Amendment and the Rebate Term terminate automatically upon the termination of the Card Agreement. We may terminate this Rebate Amendment immediately in our discretion at any time by giving you written notice (a) upon the occurrence of any default under the Card Agreement or any material breach of this Rebate Amendment by you or (b) upon any default by you in connection with any loan or advance we or any of our affiliates have made to you, or under any other indebtedness, obligation or liability you owe to us or any of our affiliates, whether now existing or arising in the future (any such event in clause (a) or (b), a “*Rebate Default*”).

4. Confidentiality. During the Rebate Term and for two (2) years after the Rebate Term, you and we agree to keep confidential all information relating to this Rebate Amendment including the existence, terms and conditions of this Rebate Amendment, and to not disclose such information except to those individuals within our respective organizations with a reasonable need to know such information. Each of us acknowledges that, in the event of a breach of this Section 4, the non-breaching party will likely suffer irreparable damage that cannot be fully remedied by monetary damages. Accordingly, in addition to any remedy that the non-breaching party may possess pursuant to applicable law, the non-breaching party has the right to seek and obtain injunctive relief against any such breach in any court of competent

jurisdiction. Notwithstanding the foregoing, the restrictions and obligations set forth in this Section 4 do not apply to the extent you are subject to freedom of information, open government or similar laws or regulations requiring you to disclose any such information.

5. **Effect.** This Rebate Amendment amends the Card Agreement solely for purposes of establishing a rebate opportunity for you during the Rebate Term. All provisions of the Card Agreement not inconsistent with this Rebate Amendment shall remain unchanged and in full force and effect, and are ratified and confirmed. In the case of any irreconcilable conflict between the various provisions in the Card Agreement and this Rebate Amendment, the provisions of this Rebate Amendment shall prevail to the extent necessary to resolve the conflict.

6. **Miscellaneous.** We and you each represent and warrant to each other that this Rebate Amendment has been authorized by all necessary corporate or other entity action, and that the person signing this Rebate Amendment is duly authorized to do so. This Rebate Amendment evidences the entire agreement and understanding between us with respect to the payment of a rebate to you, and supersedes all prior agreements and discussions between us with respect to the payment of a rebate to you.

*****Signature Page Follows*****

CONFIDENTIAL

Witness: The parties have caused this Rebate Amendment to be executed by their duly authorized representatives as of the date set forth below.

EXECUTED this _____, 20__.

FIFTH THIRD BANK

CUSTOMER:

By: _____

Print name: _____

By: _____

Print title: _____

Print name: _____

Print title: _____

By: _____

PAYMENT TERMS: [CUSTOMER INITIAL PAYMENT TERM SELECTED]

Print name: _____

Print title: _____

30/15 _____

30/25 _____

OTHER (SPECIFY, SUBJECT TO OUR WRITTEN APPROVAL) _____

**IF NOT INITIALED, REBATE WILL BE BASED ON
30/25**

Fifth Third Bank, National Association, Member FDIC. Fifth Third and Fifth Third Bank are registered service marks of Fifth Third Bancorp.

December 2018 - Standard

EXHIBIT A
(Attached)

This Rebate Amendment is NOT valid unless the Rebate Table is attached. If, however a Rebate Table is not attached to this Rebate Amendment but there is in effect and not superseded a Rebate proposal from us set forth in a writing signed in ink by one of our authorized representatives that has been accepted by you, signed by you in ink, returned to us by you and appears in our records, that Rebate proposal is deemed incorporated into this Exhibit A. If a Rebate Table is attached to this Rebate Amendment, that Rebate Table supersedes any such proposal.

Exhibit A
REBATE TABLE

Annual Spend		30/25 Terms		
Minimum	Maximum	Standard	LTI	Discount
\$350,000	\$999,999.99	0.50%	0.50%	0.20%
\$1,000,000	\$2,999,999.99	0.75%	0.50%	0.20%
\$3,000,000	\$4,999,999.99	0.90%	0.50%	0.20%
\$5,000,000	+	1.05%	0.50%	0.20%

Annual Spend		30/15 Terms		
Minimum	Maximum	Standard	LTI	Discount
\$350,000	\$999,999.99	0.55%	0.50%	0.20%
\$1,000,000	\$2,999,999.99	0.80%	0.50%	0.20%
\$3,000,000	\$4,999,999.99	0.95%	0.50%	0.20%
\$5,000,000	+	1.10%	0.50%	0.20%

Authorization Certificate for Commercial Card Service Agreement

To Fifth Third Bank, National Association:

I HEREBY CERTIFY that:

I am duly authorized by the company, entity or public body identified below (the “*Company*”) in my official capacity with the Company (“*Certifying Person*”) to certify to the matters set forth below for purposes of establishing the authority of the Company and certain persons as described in this Certificate; and

The following resolutions (“*Account Resolutions*”) were duly and properly adopted by the board of directors, trustees or managers, or the members, partners, shareholders or other governing body (“*Governing Body*”) of the Company, have not been rescinded or modified and remain in full force and effect:

RESOLVED, this Company is authorized to obtain from Fifth Third Bank (the “*Service*”) the right to use credit or purchasing cards and accounts on the credit of the Company and thereby incur indebtedness and pay fees and finance charges on behalf of the Company, and to enter into such agreement or agreements for the Service as are required by Fifth Third Bank from time to time, including a Commercial Card Services Agreement or similar agreement, and related agreements (“*Card Agreements*”) each of which, when accepted or signed by an Authorized Person described below, is authorized, approved and adopted by this Company;

RESOLVED FURTHER: that (a) each of the individuals identified in the table entitled “Authorized Persons” appearing below, (b) each person serving as an executive or senior finance officer or official of the Company (such as the Chief Executive Officer, President, Chief Financial Officer, Controller and Vice President-Finance or person with similar title or authority (each, an “*Executive Person*”)) from time to time, and (c) any other person designated by any such individual whose identity and signature are provided to Fifth Third Bank (each, an “*Authorized Person*”) is authorized on behalf of the Company and in its name to do any of the following:

- Execute and deliver any and all of the Card Agreements and any amendments to the Card Agreements;
- Designate those employees, agents, and other representatives, groups or divisions and other persons who will be authorized to receive and use cards and other rights to incur indebtedness in connection with the Service;
- Designate, and advise Fifth Third Bank of the identity of a person or persons who will serve as administrator with respect to the Service and have authority to, among other powers specified in the Card Agreements: manage the service on behalf of the Company; select and administer security and operating procedures; designate persons as authorized users of a service; and, enable and administer user identification codes, passwords and other identification data.

RESOLVED FURTHER: Fifth Third Bank is authorized to rely on the full and unrestricted authority as provided in these resolutions of any one Authorized Person unless otherwise certified to Fifth Third Bank by the Certifying Person;

RESOLVED FURTHER: that the Certifying Person is authorized to deliver a certified copy of these Resolutions to Fifth Third Bank, National Association and certify to Fifth Third Bank, National Association the name, title and specimen signature of each Authorized Person.

I further certify that:

- these resolutions do not conflict with or contravene the certificate or articles of incorporation or organization, the bylaws, operating agreement, empowering law or similar governing documents or law of, or any agreement, law or regulation applicable to the Company; and
- each of the following persons has been designated by the Governing Body or an Executive Person as an Authorized Person with the authority specified in the foregoing resolutions, and the signatures indicated below are genuine signatures of the indicated persons:

AUTHORIZED PERSONS

<u>Name of Authorized Person</u>	<u>Title of Authorized Person</u>	<u>Specimen Signature of Authorized Person</u>
1.		
2.		
3.		
4.		
5.		

IN WITNESS WHEREOF, I have subscribed my name to this Certificate on behalf of the following Company:

Exact Name of Company: _____

Duly organized under the laws of the State of _____

Taxpayer Identification Number: _____

Signature: _____

Printed Name: _____

Title: _____

Dated: _____



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 290

Authorizing an Extended Contract with Huddleston-McBride Land Drainage Services for FY-2021

Committee Flow: County Development Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Jodie Wollnik, 630.232.3499

Budget Information:

Was this item budgeted? yes	Appropriation Amount:\$80,000
If not budgeted, explain funding source:	

Summary:

Proposals were solicited by the Purchasing Department in 2016 for drainage consultant services. Only one proposal was received due to the unique nature of the services. Huddleston-McBride has been instrumental in the evaluation and correction of drainage related issues in the County. We are requesting the approval of a one year extension of the contract for FY-2021.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 290

**AUTHORIZING AN EXTENDED CONTRACT WITH HUDDLESTON-MCBRIDE LAND
DRAINAGE SERVICES FOR FY-2021**

WHEREAS, proposals were solicited and received by the Purchasing Department for FY-2017 Drainage Consultant Services; and

WHEREAS, Huddleston-McBride Land Drainage Services of Rochelle, IL was determined to be the most qualified firm to perform the work based on their qualifications and past work for Kane County (Resolution #16-247); and

WHEREAS, it is recommended that the forth year extension be granted for the FY-2021 budget year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Drainage Consultant Services Contract with Huddleston-McBride Land Drainage Services be extended for one year (FY-2021) to be billed on a time and materials basis not to exceed Eighty Thousand Dollars and Zero Cents (\$80,000.00) for the 2021 budget year.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Huddleston



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 291

Authorization to Enter Into a Contract Extension for Audit Services

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$110,210
If not budgeted, explain funding source:	

Summary:

This resolution authorizes a one year contract extension for audit services with Baker Tilly US, LLP, with the option to renew the contract annually for three additional years.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 291

AUTHORIZATION TO ENTER INTO A CONTRACT EXTENSION FOR AUDIT SERVICES

WHEREAS, the County of Kane procured the professional services of Baker Tilly US, LLP in FY 2019 to audit its basic financial statements, audit certain supplementary information, perform limited procedures on required supplemental information, perform certain agreed upon procedures, generate specified financial reports and provide certain in-relation-to opinions, and wishes to renew the contract for the second year in a renewable five year contract, for the Fiscal Year ending November 30, 2020; and

WHEREAS, based on the analysis of the proposals received, Baker Tilly US, LLP was selected to perform the auditing services in FY19 for the fixed cost of \$107,000 for the first year, with the option to renew annually for four additional one year periods at predetermined fixed rates of \$110,210 the second year, \$113,510 the third year, \$116,900 the fourth year, and \$120,420 the fifth year.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to enter into a one year contract renewal with Baker Tilly US, LLP, Oak Brook, IL for the provision of auditing services for the second year in the five year renewable contract with mutual option to renew annually for three additional one year periods.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
001.040.040.50130	Certified Audit Contract	Yes	Yes	N/A

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

Audit Contract



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 292

Approving the 2021 Monthly Health and Dental Contributions

Committee Flow: Human Services Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Sylvia Wetzel, 630.232.5932

Budget Information:

Was this item budgeted? Y	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

This resolution approves the 2021 costs for health and dental group insurance.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 292

APPROVING THE 2021 MONTHLY HEALTH AND DENTAL CONTRIBUTIONS

WHEREAS, this resolution approves the 2021 Monthly Health and Dental Contributions for County employees.

NOW, THEREFORE, BE IT RESOLVED the County Board approves the annual rates for calendar year 2021.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Health/Dental Rates

2021 MONTHLY HEALTH AND DENTAL CONTRIBUTIONS - Preliminary Pending Board Approval

Health Plans	Proposed 2021 Employee Contribution if All Covered Adults Participate in Wellness	Proposed 2021 Employer Contribution if All Covered Adults Participate in Wellness After Adding Other Benefit Costs	Proposed 2021 Employee Contribution if One Covered Adult Participates in Wellness	Proposed 2021 Employer Contribution if One Covered Adult Participates in Wellness After Adding Other Benefit costs	Proposed 2021 Employee Contribution if No Covered Adult Participates in Wellness	Proposed 2021 Employer Contribution if No Covered Adult Participates in Wellness After Adding Other Benefit Costs	Proposed Full Cost: Employee + Employer
PPO NON-UNION							
EE	\$189.03	\$823.13	\$189.03	\$823.13	\$239.03	\$773.13	\$1,012.16
EE + 1 Child	\$376.14	\$1,627.04	\$376.14	\$1,627.04	\$426.14	\$1,577.04	\$2,003.18
EE+ Spouse	\$376.14	\$1,627.04	\$426.14	\$1,577.04	\$476.14	\$1,527.04	\$2,003.18
Family	\$550.59	\$2,370.79	\$600.59	\$2,320.79	\$650.59	\$2,270.79	\$2,921.38
EE + Children	\$550.59	\$2,370.79	\$550.59	\$2,370.79	\$600.59	\$2,320.79	\$2,921.38
PPO UNION							
EE	\$192.89	\$834.60	\$192.89	\$834.60	\$242.89	\$784.60	\$1,027.49
EE + 1 Child	\$383.81	\$1,654.78	\$383.81	\$1,654.78	\$433.81	\$1,604.78	\$2,038.59
EE+ Spouse	\$383.81	\$1,654.78	\$433.81	\$1,604.78	\$483.81	\$1,554.78	\$2,038.59
Family	\$561.83	\$2,413.69	\$611.83	\$2,363.69	\$661.83	\$2,313.69	\$2,975.52
EE + Children	\$561.83	\$2,413.69	\$561.83	\$2,413.69	\$611.83	\$2,363.69	\$2,975.52
HMO-IL NON-UNION							
EE	\$98.25	\$529.27	\$98.25	\$529.27	\$148.25	\$479.27	\$627.52
EE + 1 Child	\$210.09	\$1,025.69	\$210.09	\$1,025.69	\$260.09	\$975.69	\$1,235.78
EE+ Spouse	\$210.09	\$1,025.69	\$260.09	\$975.69	\$310.09	\$925.69	\$1,235.78
Family	\$311.71	\$1,484.91	\$361.71	\$1,434.91	\$411.71	\$1,384.91	\$1,796.62
EE + Children	\$311.71	\$1,484.91	\$311.71	\$1,484.91	\$361.71	\$1,434.91	\$1,796.62
HMO-IL UNION							
EE	\$100.26	\$534.73	\$100.26	\$534.73	\$150.26	\$484.73	\$634.99
EE + 1 Child	\$214.25	\$1,041.29	\$214.25	\$1,041.29	\$264.25	\$991.29	\$1,255.54
EE+ Spouse	\$214.25	\$1,041.29	\$264.25	\$991.29	\$314.25	\$941.29	\$1,255.54
Family	\$317.90	\$1,509.93	\$367.90	\$1,459.93	\$417.90	\$1,409.93	\$1,827.83
EE + Children	\$317.90	\$1,509.93	\$317.90	\$1,509.93	\$367.90	\$1,459.93	\$1,827.83
HMO BA NON-UNION							
EE	\$84.39	\$501.16	\$84.39	\$501.16	\$134.39	\$451.16	\$585.55
EE + 1 Child	\$174.07	\$977.59	\$174.07	\$977.59	\$224.07	\$927.59	\$1,151.66
EE+ Spouse	\$174.07	\$977.59	\$224.07	\$927.59	\$274.07	\$877.59	\$1,151.66
Family	\$254.39	\$1,418.84	\$304.39	\$1,368.84	\$354.39	\$1,318.84	\$1,673.23
EE + Children	\$254.39	\$1,418.84	\$254.39	\$1,418.84	\$304.39	\$1,368.84	\$1,673.23
HMO BA UNION							
EE	\$85.53	\$506.64	\$85.53	\$506.64	\$135.53	\$456.64	\$592.17
EE + 1 Child	\$177.62	\$992.07	\$177.62	\$992.07	\$227.62	\$942.07	\$1,169.69
EE+ Spouse	\$177.62	\$992.07	\$227.62	\$942.07	\$277.62	\$892.07	\$1,169.69
Family	\$259.74	\$1,442.17	\$309.74	\$1,392.17	\$359.74	\$1,342.17	\$1,701.91
EE + Children	\$259.74	\$1,442.17	\$259.74	\$1,442.17	\$309.74	\$1,392.17	\$1,701.91
RETIREE							
Medicare Single	\$286.22	\$0.00	\$286.22	\$0.00	\$286.22	\$0.00	\$286.22
Medicare +1 Medical	\$572.44	\$0.00	\$572.44	\$0.00	\$572.44	\$0.00	\$572.44
CIGNA Dental PPO NON-UNION							
Single	\$13.07	\$21.34	\$13.07	\$21.34	\$13.07	\$21.34	\$34.41
Family	\$35.52	\$55.54	\$35.52	\$55.54	\$35.52	\$55.54	\$91.06
CIGNA Dental PPO UNION							
Single	\$13.07	\$21.34	\$13.07	\$21.34	\$13.07	\$21.34	\$34.41
Family	\$35.52	\$55.54	\$35.52	\$55.54	\$35.52	\$55.54	\$91.06
CIGNA DENTAL HMO							
Single	\$5.59	\$9.14	\$5.59	\$9.14	\$5.59	\$9.14	\$14.73
Family	\$15.21	\$23.78	\$15.21	\$23.78	\$15.21	\$23.78	\$48.99



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 293

Authorizing Exception to the County Financial Policies Regarding Personnel Hiring and Replacement

Committee Flow: Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Barbara Jeffers, 630.444.3124

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

The Community Health Specialist II: Environmental Health Practitioner position is responsible for protecting the residents of Kane County from diseases and environmental exposures.

Responsibilities include:

- Food-borne illness investigations and inspections to stop the spread of illness
- Investigations of non-food-borne resident complaints to improve health and food safety
- practices that prevent disease
- Inspections of the current restaurants and other food establishments in Kane
- County
- Assisting restaurants and other food establishments to create safe and healthy plans
- for opening or changing their establishments in compliance with all Kane County and
- Illinois local food codes
- Assisting restaurants in creating plans for safe, healthy processes for preparing food in
- compliance with all Kane County and Illinois local food codes
- Well and Septic plan reviews and inspections
- Tanning inspections
- Property maintenance

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 293

**AUTHORIZING EXCEPTION TO THE COUNTY FINANCIAL POLICIES REGARDING
PERSONNEL HIRING AND REPLACEMENT**

WHEREAS, on July 11, 2017 the Kane County Board had deemed it necessary to adopt by Resolution a moratorium on the hiring of new County personnel and the replacement of existing or future personnel vacancies unless grant-funded; and

WHEREAS, the Kane County Health Department requires hiring of a Community Health Specialist II: Environmental Health Practitioners in order to provide required public health inspections and environmental investigations and services; and

WHEREAS, current staffing levels for management of the Department's Environmental Health staff have fallen below those approved due to the resignation of a Community Health Specialist II: Environmental Health Practitioner; and

WHEREAS, the Executive Director of the Kane County Health department is requesting the Kane County Board allow an exception to the hiring moratorium, as the continuance of a shortage of staff will have a negative operational impact on the Department's ability to carry out its mission.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof allow the Kane County Health Department to hire a replacement to fill a vacant Community Health Specialist II: Environmental Health Practitioner position within the Department.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
350.580.609.40000	Salary and Wages	Yes	Yes	N/A

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

EHP Hiring



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 294

Rehiring of PT Kennel Assistant

Committee Flow: Public Health Committee, Finance and Budget Committee, Executive Committee, County Board

Contact: Brett Youngsteadt, 630.208.3814

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$13,728
If not budgeted, explain funding source:	

Summary:

In accordance with the County Board Resolution 17-202 adopted on July 11, 2017, the Kane County Animal Control (KCAC) is looking to hire two (2) Part Time Kennel Assistants. This position is vital to ensure proper health, safety and care of all animals at our facility.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 294

REHIRING OF PT KENNEL ASSISTANT

WHEREAS, Kane County has adopted Resolution 17-202 on July 11, 2017, instituting a moratorium on the hiring and replacement of County personnel, which requires that no non-grant funded personnel shall be hired unless specifically approved by the board; and

WHEREAS, KCAC is responsible for ensuring proper housing, food and shelter for all animals housed at the Kane County Animal Control Facility (510 ILCS 70/3); and

WHEREAS, Kennel assistants are responsible for ensuring that there is no disease spread amongst the animal and staff at the Animal Control by ensuring proper cleaning protocols at all times; and

WHEREAS, KCAC utilizes part time weekend kennel assistants to help with the care for all animals in possession of Animal Control and minimize the cost to the facility; and

WHEREAS, the Animal Control Department is a special revenue fund and has a balanced budget where their expenses do not exceed their revenue. The part time Kennel Assistant position is included in the FY20 budget and therefore passage of this resolution does not require a budget amendment for the fiscal year 2020; and

WHEREAS, the Administrator of KCAC is requesting the Kane County Board to allow an exception to the hiring moratorium as the continuance of a shortage of this position will have a negative operational impact on the Animal Control's ability to properly maintain our facility; and

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof allow the Kane County Animal Control Department to hire two (2) replacements to fill two (2) part time Kennel Assistant Positions within the department.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
290.500.500.40000	Salaries and Wages	Yes	Yes	N/A

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Rehiring of PT Kennel Assistant



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 295

Report of July 2020 Claims Paid

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Terry Hunt, 630.232.5918

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$12,093,964.13
If not budgeted, explain funding source:	

Summary:

According to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports On Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued.

Similarly according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chairman. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued.

The accompanying Report of Claims Paid is submitted to comply with those requirements, and to document that the County Board has approved the payment of those claims.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 295

REPORT OF JULY 2020 CLAIMS PAID

WHEREAS, according to the Kane County Code Section 2-193 Expenditure of Funds for Settlement of Claims B. Monthly Reports of Claims: The county auditor shall file a monthly report of all claims paid in the prior month to the chairman and all other members of the county board. For each claim paid, the monthly report shall identify the claimant, the nature of the claim and the official or department, if any, against which the claim was made, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, according to the Kane County Financial Policies 8. Disbursement Policies b): A report shall be run monthly by the Auditor of all claims paid. Said report shall be available to all members of the County Board in the office of the County Board Chairman. For each claim paid, the report shall identify the creditor, the department or official which purchased the product or service, the fund from which the payment was made, the amount of the payment and the date the check was issued; and

WHEREAS, the County Auditor has examined the attached Claims Paid Report for claims against Kane County totaling \$12,093,964.13; and

WHEREAS, the County Auditor, in accordance with Ordinance No. 97-56, has recommended the payment of all claims on the attached Claims Paid Report; and

WHEREAS, the claims on the attached Claims Paid Report have been paid; and

WHEREAS, the County Board finds all claims on the Claims Paid Report to be due and payable.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that payment of the claims totaling Twelve Million, Ninety-Three Thousand, Nine Hundred Sixty-Four Dollars and Thirteen Cents (\$12,093,964.13) on the attached Claims Paid Report is acknowledged and approved.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

July Claims

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	63,243.00	7/1/2020
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	214,256.50	7/1/2020
105 Grove LLC	Building Space Rental	Court Services	General Fund	2,619.29	7/6/2020
105 Grove LLC	Building Space Rental	Court Services	General Fund	2,619.29	7/6/2020
3M Company	Sign Material	Transportation	County Highway	1,155.75	7/6/2020
4Imprint, Inc.	Operating Supplies	Health	County Health	1,966.11	7/6/2020
4Imprint, Inc.	Operating Supplies	Health	County Health	1,950.15	7/6/2020
540 Protection LLC	Public Health Commodities - Coronavirus	Coroner	General Fund	4,618.00	7/6/2020
A & G Glass & Mirror Inc	Public Health Services - Coronavirus	Building Management	General Fund	12,000.00	7/6/2020
Accurate Repro Inc	Miscellaneous Contractual Exp	Transportation	County Highway	2,370.00	7/6/2020
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	61.75	7/6/2020
Ace Hardware-Aurora/Batavia	Repairs and Maint- Buildings	Building Management	General Fund	14.97	7/6/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	200.00	7/6/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/6/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/6/2020
Adam Brill	Employee Mileage Expense	Health	County Health	18.40	7/6/2020
Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	2,909.50	7/6/2020
Advance Stores Company, Inc. (Advance Auto Parts)	Repairs and Maint- Equipment	Sheriff	General Fund	54.97	7/6/2020
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	41.46	7/6/2020
Alarm Detection Systems Inc	Contractual/Consulting Services	Information Technologies	General Fund	1,299.00	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	5,848.53	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	372.65	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	180.00	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	593.79	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	1,370.25	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	673.77	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	315.93	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Computers	Treasurer/Collector	General Fund	570.00	7/6/2020
Alarm Detection Systems Inc	Security Services	County Clerk	General Fund	531.78	7/6/2020
Alarm Detection Systems Inc	Security Services	County Clerk	General Fund	1,472.28	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Equipment	Circuit Clerk	General Fund	660.00	7/6/2020
Alarm Detection Systems Inc	Operating Supplies	Sheriff	General Fund	165.00	7/6/2020
Alarm Detection Systems Inc	Equipment Rental	Court Services	General Fund	444.63	7/6/2020
Alarm Detection Systems Inc	Equipment Rental	Court Services	General Fund	1,358.31	7/6/2020
Alarm Detection Systems Inc	Equipment Rental	Court Services	General Fund	475.02	7/6/2020
Alarm Detection Systems Inc	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	210.00	7/6/2020
Alarm Detection Systems Inc	Operating Supplies	State's Attorney	Child Advocacy Center	628.14	7/6/2020
Alarm Detection Systems Inc	Contractual/Consulting Services	Kane Comm	Kane Comm	411.00	7/6/2020
Alarm Detection Systems Inc	Miscellaneous Contractual Exp	Coroner	Coroner Administration	514.08	7/6/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Animal Control	Animal Control	1,090.89	7/6/2020
Alarm Detection Systems Inc	Security Services	Transportation	County Highway	578.75	7/6/2020
Alarm Detection Systems Inc	Security Services	Transportation	County Highway	503.79	7/6/2020
Alek Trafton	Uniform Supplies	Transportation	Motor Fuel Local Option	74.87	7/6/2020
All American Flag Company	Repairs and Maint- Grounds	Building Management	General Fund	1,328.20	7/6/2020
AmeriGas Propane, LP	Operating Supplies	Health	County Health	336.94	7/6/2020
Andrea O'Brien	Employee Mileage Expense	Judiciary and Courts	General Fund	39.51	7/6/2020
Andrew Smith	Internet	Other- Countywide Expenses	General Fund	79.54	7/6/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	37.74	7/6/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	4.52	7/6/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	42.88	7/6/2020
Applied Pavement Technology Inc	Engineering Services	Transportation	County Highway	7,764.70	7/6/2020
Araceli Cuevas	SS Transportation Assistance	WIOA 19	Workforce Development	49.34	7/6/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Aramark Services, Inc.	Food	Sheriff	General Fund	1,179.30	7/6/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	1,858.50	7/6/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	181.22	7/6/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	9,194.74	7/6/2020
Arthur P O'Hara Inc	Public Health Commodities - Coronavirus	Supervisor of Assessments	General Fund	7,703.00	7/6/2020
Assurance Fire & Safety Inc	Repairs and Maint- Buildings	Building Management	General Fund	3,757.45	7/6/2020
AT&T	Telephone	Other- Countywide Expenses	General Fund	1,679.64	7/6/2020
AT&T	Telephone	Other- Countywide Expenses	General Fund	3,016.63	7/6/2020
AT&T	Telephone	Other- Countywide Expenses	General Fund	278.22	7/6/2020
AT&T	Telephone	Other- Countywide Expenses	General Fund	16,705.77	7/6/2020
AT&T	Telephone	Health	County Health	261.98	7/6/2020
AT&T	Accrued Liabilities		911 Emergency Surcharge	90.46	7/6/2020
Aurora University	DT ITA	TAA 18	Workforce Development	1,450.00	7/6/2020
Authorized Food Equipment Service	Repairs and Maint- Equipment	Court Services	General Fund	877.64	7/6/2020
Backdraft OpCo LLC (Emergency Reporting)	Contractual/Consulting Services	Kane Comm	Kane Comm	9,940.00	7/6/2020
Barbara A Johnston	Per Diem Expense	Judiciary and Courts	General Fund	44.00	7/6/2020
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	1,064.95	7/6/2020
Batteries Plus Bulbs (Power Up Batteries LLC)	Repairs and Maint- Buildings	Building Management	General Fund	37.90	7/6/2020
Battery Service Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	87.99	7/6/2020
Bill Linder	Operating Supplies	Kane Comm	Kane Comm	27.93	7/6/2020
BLA Inc	Engineering Services	Transportation	North Impact Fees	14,587.95	7/6/2020
Bob Barker Company Inc	Public Health Commodities - Coronavirus	Sheriff	General Fund	483.96	7/6/2020
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	966.63	7/6/2020
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	496.40	7/6/2020
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	36.78	7/6/2020
Bob Barker Company Inc	Operating Supplies	Court Services	General Fund	47.12	7/6/2020
Boehringer Ingelheim (Merial)	Medical Supplies and Drugs	Animal Control	Animal Control	639.54	7/6/2020
Bowman Consulting Group Ltd	Engineering Services	Transportation	Motor Fuel Local Option	2,474.18	7/6/2020
Brenda D Gregory	Per Diem Expense	Judiciary and Courts	General Fund	100.00	7/6/2020
Brittany Scott	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	2,400.00	7/6/2020
Brownells, Inc.	Weapons and Ammunition	Sheriff	General Fund	529.92	7/6/2020
Buck Brothers Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	434.46	7/6/2020
Business and Career Services Incorporated	Work Based Learning Activities	WIOA 19	Workforce Development	27,373.25	7/6/2020
Canon Solutions America Inc	Operating Supplies	Sheriff	General Fund	247.61	7/6/2020
Cardinal Health 108, LLC (Cardinal Health Inc.)	Medical Supplies and Drugs	Health	County Health	37,782.58	7/6/2020
Carolyn Russie	Employee Mileage Expense	Health	County Health	19.27	7/6/2020
Catalize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4,057.18	7/6/2020
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	19,766.00	7/6/2020
CDM Smith Inc.	Engineering Services	Transportation	Motor Fuel Tax	39,919.16	7/6/2020
CDW Government LLC	Public Health Commodities - Coronavirus	Information Technologies	General Fund	2,100.00	7/6/2020
Central States SER Jobs for Progress Inc	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	10.96	7/6/2020
Century Springs/Ove Water Services	Contractual/Consulting Services	Sheriff	General Fund	5.00	7/6/2020
Century Springs/Ove Water Services	Contractual/Consulting Services	Sheriff	General Fund	6.00	7/6/2020
Century Springs/Ove Water Services	Operating Supplies	Development	General Fund	2.50	7/6/2020
Century Springs/Ove Water Services	Operating Supplies	Kane Comm	Kane Comm	46.50	7/6/2020
Century Springs/Ove Water Services	Office Supplies	Animal Control	Animal Control	2.50	7/6/2020
Century Springs/Ove Water Services	Operating Supplies	Health	County Health	2.50	7/6/2020
Century Springs/Ove Water Services	Operating Supplies	Health	County Health	100.00	7/6/2020
Chicago Transit Authority	Incentives	Court Services	General Fund	620.00	7/6/2020
Chicago Tribune	Legal Printing	Transportation	County Highway	89.86	7/6/2020
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	140.22	7/6/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	548.35	7/6/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	34.81	7/6/2020
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	34.81	7/6/2020
Cintas Corporation	Operating Supplies	Court Services	General Fund	147.94	7/6/2020
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	281.78	7/6/2020
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	108.92	7/6/2020
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	281.78	7/6/2020
Cintas Corporation	Operating Supplies	Health	County Health	6,320.00	7/6/2020
City of Aurora	Operating Supplies	County Clerk	General Fund	525.00	7/6/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	94.95	7/6/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	36.53	7/6/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	66.56	7/6/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	93.28	7/6/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	87.14	7/6/2020
City of Batavia	Utilities- Electric	Operating Pool	Workforce Development	285.78	7/6/2020
City of Geneva	Utilities- Water	Animal Control	Animal Control	185.67	7/6/2020
City of Geneva	Utilities- Electric	Animal Control	Animal Control	18.30	7/6/2020
City of Geneva	Utilities- Intersect Lighting	Transportation	County Highway	66.84	7/6/2020
City of St. Charles	Utilities- Water	Court Services	General Fund	938.90	7/6/2020
Cliff R Kaczmarek	SS Transportation Assistance	WIOA 19	Workforce Development	276.00	7/6/2020
College of DuPage	DT ITA	TAA 18	Workforce Development	722.00	7/6/2020
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	1,196.40	7/6/2020
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	1,482.62	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	26.03	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2,148.45	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	8.58	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	79.64	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6.29	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	32.86	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	38.60	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2,048.22	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	29.91	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6.48	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	153.26	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	22.84	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2.76	7/6/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	55.35	7/6/2020
Community Crisis Center Inc	Miscellaneous Contractual Exp	Development	OCR & Recovery Act Programs	9,662.29	7/6/2020
Community Unit School District #301	Accrued Liabilities		Land/Cash Ordinance	3,175.00	7/6/2020
COMNet Group Incorporated	DT ITA	WIOA 19	Workforce Development	6,430.00	7/6/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	3,274.00	7/6/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	1,278.00	7/6/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	3,239.00	7/6/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	438.00	7/6/2020
Computer Training Source	DT ITA	TAA 18	Workforce Development	2,094.00	7/6/2020
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	110.29	7/6/2020
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	58.18	7/6/2020
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	140.93	7/6/2020
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	135.91	7/6/2020
Constellation NewEnergy Inc.	Utilities- Electric	Health	County Health	108.86	7/6/2020
Copy King Office Solutions Inc	Miscellaneous Contractual Exp	Coroner	Coroner Administration	176.48	7/6/2020
Cordogan, Clark & Associates Inc	Public Health Commodities - Coronavirus	Sheriff	General Fund	25,000.00	7/6/2020
Cordogan, Clark & Associates Inc	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	500.00	7/6/2020

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Cordogan, Clark & Associates Inc	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	19,727.50	7/6/2020
Cordogan, Clark & Associates Inc	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	7,285.00	7/6/2020
Cordogan, Clark & Associates Inc	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	880.00	7/6/2020
Cordogan, Clark & Associates Inc	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	625.00	7/6/2020
Cordogan, Clark & Associates Inc	Building Construction	Other- Countywide Expenses	Capital Improvement Bond Const	22,218.55	7/6/2020
Corey Malis	Internet	Other- Countywide Expenses	General Fund	97.00	7/6/2020
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	244.57	7/6/2020
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	13,476.70	7/6/2020
Craig S Trongeau	Employee Mileage Expense	Health	County Health	11.50	7/6/2020
Darin P. Earl	Internet	Other- Countywide Expenses	General Fund	79.00	7/6/2020
Dark Horse Institute LLC	DT ITA	TAA 18	Workforce Development	8,750.00	7/6/2020
David J Rickert	General Association Dues	Treasurer/Collector	Tax Sale Automation	335.00	7/6/2020
Debra P Hogan	Per Diem Expense	Judiciary and Courts	General Fund	100.00	7/6/2020
Defin.Net Solutions Inc	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	10,000.00	7/6/2020
Defin.Net Solutions Inc	Public Health Services - Coronavirus	Other- Countywide Expenses	Judicial Technology Sales Tax	10,000.00	7/6/2020
Defin.Net Solutions Inc	Accrued Liabilities		911 Emergency Surcharge	5,000.00	7/6/2020
DFM Associates	Software Licensing Cost	County Clerk	General Fund	9,416.00	7/6/2020
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	General Fund	37,016.00	7/6/2020
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	Election Equipment Fund	487,655.00	7/6/2020
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	Election Equipment Fund	25,000.00	7/6/2020
DMT Solutions Global Corporation dba BlueCrest	Voting Systems and Accessories	County Clerk	Election Equipment Fund	33,600.00	7/6/2020
DNM Sealcoating, Inc	Repairs and Maintenance- Roads	Development	Mill Creek Special Service Area	300.00	7/6/2020
Document Imaging Services LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	576.00	7/6/2020
DocuSign. Inc.	Public Health Services - Coronavirus	Other- Countywide Expenses	Judicial Technology Sales Tax	49,627.90	7/6/2020
Dreisilker Electric Motors Inc	Repairs and Maint- Equipment	Building Management	General Fund	1,252.44	7/6/2020
Drendel & Jansons P.C.	Contractual/Consulting Services	Judiciary and Courts	Foreclosure Mediation Fund	150.00	7/6/2020
Dreyer Medical Clinic	Medical/Dental/Hospital Services	Sheriff	General Fund	1,632.00	7/6/2020
Dreyer Medical Clinic	Medical/Dental/Hospital Services	Sheriff	General Fund	1,401.00	7/6/2020
Duke & Lee's Johnsons Garage and Towing Inc	Repairs and Maint- Vehicles	Coroner	General Fund	90.14	7/6/2020
Duke's Root Control, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	36,920.00	7/6/2020
DuPage Salt Company	Disposal and Water Softener Svrs	Animal Control	Animal Control	24.75	7/6/2020
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	1,250.00	7/6/2020
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	4,000.00	7/6/2020
Elastec Inc	Public Health Commodities - Coronavirus	Sheriff	General Fund	34,575.00	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	48.08	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	(61.86)	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	11.83	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	16.18	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	26.99	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	34.84	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	100.53	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	913.60	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	16.88	7/6/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	66.52	7/6/2020
Elburn NAPA Inc (North Aurora)	S.W.A.T. Supplies	Sheriff	General Fund	99.72	7/6/2020
Elburn NAPA Inc (North Aurora)	S.W.A.T. Supplies	Sheriff	General Fund	5.47	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	30.25	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	76.14	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	95.76	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	799.75	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	212.48	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	102.72	7/6/2020

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Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	116.46	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	276.96	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	44.54	7/6/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	189.28	7/6/2020
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	58.93	7/6/2020
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	33.98	7/6/2020
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	123.64	7/6/2020
Elburn NAPA Inc (North Aurora)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	32.50	7/6/2020
Elisa Lancaster	Employee Training	Court Services	General Fund	16.29	7/6/2020
Elizabeth Berrones	Court Appointed Counsel	Judiciary and Courts	General Fund	1,683.00	7/6/2020
EQ-The Environmental Quality Co. (dba US Ecology)	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	6,605.00	7/6/2020
Equirrium INC	Contractual/Consulting Services	Health	County Health	35.48	7/6/2020
Equirrium INC	Contractual/Consulting Services	Health	County Health	20.98	7/6/2020
Equirrium INC	Contractual/Consulting Services	Health	County Health	105.00	7/6/2020
Equirrium INC	Contractual/Consulting Services	Health	County Health	20.98	7/6/2020
Erin Rauscher	Employee Mileage Expense	Health	County Health	24.15	7/6/2020
Experian Marketing Solutions, LLC	Repairs and Maint- Computers	Information Technologies	Geographic Information Systems	6,004.13	7/6/2020
Feece Oil Company	Fuel- Vehicles	Sheriff	General Fund	58.31	7/6/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	63.17	7/6/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	71.76	7/6/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	84.61	7/6/2020
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	6,929.04	7/6/2020
FinishMaster Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	403.44	7/6/2020
FinishMaster Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	447.24	7/6/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	2,670.81	7/6/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	161.77	7/6/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	86.47	7/6/2020
Five Star Safety Equipment, Inc.	Public Health Commodities - Coronavirus	Coroner	General Fund	220.00	7/6/2020
Fleet Safety Supply	Operating Supplies	Sheriff	General Fund	216.13	7/6/2020
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	3,613.87	7/6/2020
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	7,849.13	7/6/2020
Fox Valley Fire & Safety Co	Repairs and Maint- Equipment	Building Management	General Fund	350.00	7/6/2020
Fox Valley Fire & Safety Co	Repairs and Maint- Equipment	Building Management	General Fund	888.00	7/6/2020
Fox Valley Fire & Safety Co	Repairs and Maint- Buildings	Building Management	General Fund	375.00	7/6/2020
Fox Valley Forklift, LLC (FVFL Acquisition LLC)	Repairs and Maint- Equipment	Building Management	General Fund	388.00	7/6/2020
Fox Valley Internet, Inc.	Internet	Other- Countywide Expenses	General Fund	179.00	7/6/2020
Fox Valley United Way	Contractual/Consulting Services	Health	County Health	300.00	7/6/2020
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	75.90	7/6/2020
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	48.95	7/6/2020
G.L. Denson, Inc.	Court Reporter Costs	State's Attorney	General Fund	480.00	7/6/2020
G.W. Berkheimer Co., Inc.	Repairs and Maint- Equipment	Building Management	General Fund	101.40	7/6/2020
Gabriela Allison	Tuition Reimbursement	County Board	Grand Victoria Casino Elgin	1,497.00	7/6/2020
Garcia Clinical Laboratory, Inc.	Lab Services	Court Services	General Fund	89.50	7/6/2020
Gateway Foundation	Contractual/Consulting Services	Court Services	Drug Court Special Resources	1,670.00	7/6/2020
Gatza Electric, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Capital Projects	13,743.35	7/6/2020
Gatza Electric, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	521.36	7/6/2020
Genesis Technologies Inc.	Computer Related Supplies	Treasurer/Collector	General Fund	744.00	7/6/2020
Genesis Technologies Inc.	Computer Related Supplies	County Clerk	General Fund	405.00	7/6/2020
Genesis Technologies Inc.	Computer Software- Non Capital	State's Attorney	General Fund	2,057.96	7/6/2020
Genesis Technologies Inc.	Office Supplies	Sheriff	General Fund	506.45	7/6/2020
Genesis Technologies Inc.	Office Supplies	Sheriff	General Fund	506.45	7/6/2020
George Knaack	Food Permits	Health	County Health	143.00	7/6/2020

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GHA Technologies Inc	Voting Systems and Accessories	County Clerk	General Fund	811.60	7/6/2020
Global Industrial Equipment Co Inc	Cleaning Supplies	Building Management	General Fund	143.92	7/6/2020
Gordon Flesch Company Inc	Printing Supplies	Information Technologies	General Fund	6.90	7/6/2020
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	7.10	7/6/2020
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	0.47	7/6/2020
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	0.03	7/6/2020
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	34.17	7/6/2020
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	134.64	7/6/2020
Gordon Flesch Company Inc	Software Licensing Cost	Information Technologies	Web Technical Services	21,900.00	7/6/2020
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	149.76	7/6/2020
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	631.80	7/6/2020
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	635.76	7/6/2020
Grainger Inc	Repairs and Maint- Equipment	Building Management	General Fund	792.48	7/6/2020
Grainger Inc	Repairs and Maint- Buildings	Transportation	County Highway	75.22	7/6/2020
Grainger Inc	Repairs and Maint- Buildings	Transportation	County Highway	304.08	7/6/2020
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	15.84	7/6/2020
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	186.73	7/6/2020
Grainger Inc	Buildings and Grounds Supplies	Transportation	County Highway	191.16	7/6/2020
Grainger Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	46.20	7/6/2020
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	2,164.74	7/6/2020
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 19	Workforce Development	292.21	7/6/2020
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	6,871.75	7/6/2020
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 19	Workforce Development	2,309.11	7/6/2020
Grundy-Kendall Regional Office of Education	Youth ITA	WIOA 19	Workforce Development	504.00	7/6/2020
Grundy-Kendall Regional Office of Education	Youth Supportive Services	WIOA 19	Workforce Development	240.00	7/6/2020
Grundy-Kendall Regional Office of Education	Academic/Pre-Vocational Services	WIOA 19	Workforce Development	725.50	7/6/2020
H.W. Lochner, Inc.	Engineering Services	Transportation	County Highway	6,718.94	7/6/2020
H.W. Lochner, Inc.	Engineering Services	Transportation	Transportation Capital	14,010.34	7/6/2020
Hampton Lenzini & Renwick, Inc. (HLR)	Bridge Inspection	Transportation	County Bridge	57,657.98	7/6/2020
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Local Option	2,302.50	7/6/2020
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Local Option	4,565.00	7/6/2020
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Local Option	1,815.00	7/6/2020
Haske & Haske PC	Contractual/Consulting Services	Judiciary and Courts	Foreclosure Mediation Fund	100.00	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	73.10	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	48.58	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	5.19	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	38.82	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	12.58	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	16.19	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2.15	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	85.16	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	40.11	7/6/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	26.19	7/6/2020
Hawk Analytics Inc	Operating Supplies	State's Attorney	Equitable Sharing Program	1,247.50	7/6/2020
Healthcare Waste Management Inc (HWM)	Disposal and Water Softener Svrs	Health	County Health	44.75	7/6/2020
Heritage-Crystal Clean, LLC	Disposal and Water Softener Svrs	Transportation	County Highway	305.00	7/6/2020
Heritage-Crystal Clean, LLC	Disposal and Water Softener Svrs	Transportation	County Highway	55.00	7/6/2020
Hinshaw & Culbertson LLP	Legal Services	State's Attorney	Insurance Liability	3,135.00	7/6/2020
HIPP Temporary Staffing Inc	Public Health Services - Coronavirus	Other- Countywide Expenses	Judicial Technology Sales Tax	168.00	7/6/2020
HNTB Corporation	Contractual/Consulting Services	Transportation	County Highway	3,334.00	7/6/2020
HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Transportation Sales Tax	1,079.72	7/6/2020
Illinois State Board of Education	Kane Kares- ISBE Grant	Health	Kane Kares	59,675.00	7/6/2020

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Illinois Valley Community College	DT ITA	TAA 18	Workforce Development	3,972.00	7/6/2020
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	5,694.43	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	General Fund	666.00	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Public Defender	General Fund	98.00	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	111.00	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	55.00	7/6/2020
Impact Networking, LLC	Public Health Commodities - Coronavirus	Circuit Clerk	Court Document Storage	240.25	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	State's Attorney	Child Advocacy Center	222.00	7/6/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	32.00	7/6/2020
Initial Impressions Inc	Uniform Supplies	Court Services	General Fund	2,503.41	7/6/2020
Insight Public Sector Inc	Public Health Commodities - Coronavirus	Information Technologies	General Fund	1,744.15	7/6/2020
Insight Public Sector Inc	Public Health Commodities - Coronavirus	Information Technologies	General Fund	906.12	7/6/2020
Insight Public Sector Inc	Computer Related Supplies	Supervisor of Assessments	General Fund	315.75	7/6/2020
Insight Public Sector Inc	Bomb Squad Supplies	Sheriff	General Fund	356.00	7/6/2020
Insight Public Sector Inc	Telephone	Other- Countywide Expenses	General Fund	296.01	7/6/2020
Insight Public Sector Inc	Computer Hardware- Non Capital	Transportation	County Highway	356.00	7/6/2020
Insight Public Sector Inc	Computer Hardware- Non Capital	Transportation	County Highway	24.00	7/6/2020
Insight Public Sector Inc	Public Health Commodities - Coronavirus	Other- Countywide Expenses	Capital Projects	1,202.22	7/6/2020
Insight Public Sector Inc	Computers	Other- Countywide Expenses	Capital Projects	1,311.92	7/6/2020
Integrated Lakes Management Inc	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	7,400.20	7/6/2020
International Institute for Resorative Practices	Employee Training	State's Attorney	General Fund	100.00	7/6/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/6/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/6/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/6/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/6/2020
ISHTA (Illinois State Highway Tollway Authority)	Repairs and Maint- Equipment	State's Attorney	General Fund	79.30	7/6/2020
ISHTA (Illinois State Highway Tollway Authority)	Repairs and Maint- Equipment	State's Attorney	Child Advocacy Center	3.80	7/6/2020
ISHTA (Illinois State Highway Tollway Authority)	Repairs and Maint- Equipment	State's Attorney	Child Advocacy Center	10.40	7/6/2020
J Patrick Jaeger	Legal Services	Transportation	County Highway	4,000.00	7/6/2020
Jeanine Fassnacht	Court Reporter Costs	State's Attorney	General Fund	580.00	7/6/2020
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	100.00	7/6/2020
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	General Fund	93.96	7/6/2020
John F. Harahan	Accrued Liabilities		911 Emergency Surcharge	630.00	7/6/2020
John M Essig	Employee Mileage Expense	Circuit Clerk	General Fund	33.35	7/6/2020
Johnson Controls Fire Protection LP	Repairs and Maint- Buildings	Building Management	General Fund	504.23	7/6/2020
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Equipment	Sheriff	General Fund	825.95	7/6/2020
Joliet Junior College	DT ITA	TAA 18	Workforce Development	139.90	7/6/2020
Joliet Junior College	DT ITA	TAA 18	Workforce Development	74.00	7/6/2020
Jon Kloese	Internet	Other- Countywide Expenses	General Fund	79.90	7/6/2020
Kaitlin E. Kerstetter	Public Health Commodities - Coronavirus	State's Attorney	General Fund	149.99	7/6/2020
Kara P Desideri	Contractual/Consulting Services	Judiciary and Courts	General Fund	3,360.00	7/6/2020
Karen E Tietz PC	Contractual/Consulting Services	Judiciary and Courts	Foreclosure Mediation Fund	150.00	7/6/2020
Karen Engh	Operating Supplies	Coroner	Coroner Administration	180.00	7/6/2020
Kathleen Hopkinson	Conferences and Meetings	Transportation	County Highway	775.00	7/6/2020
Kathleen LeComte	Court Reporter Costs	State's Attorney	General Fund	520.00	7/6/2020
KD Repair	Repairs and Maint- Vehicles	County Clerk	General Fund	866.72	7/6/2020
Kimco USA Inc	Machinery and Equipment	Transportation	County Highway	92,981.14	7/6/2020
Kishwaukee College	DT ITA	WIOA 19	Workforce Development	466.44	7/6/2020
Kishwaukee College	DT ITA	WIOA 19	Workforce Development	3,860.00	7/6/2020
Kishwaukee College	DT ITA	WIOA 19	Workforce Development	2,336.50	7/6/2020
Kishwaukee College	DT ITA	WIOA 19	Workforce Development	2,049.00	7/6/2020
Knowledge Capital Alliance Inc	Software Licensing Cost	Health	County Health	5,200.00	7/6/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

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Konica Minolta Business Solutions	Repairs and Maint- Copiers	Public Defender	General Fund	39.29	7/6/2020
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	79.95	7/6/2020
Laner Muchin Ltd	Contractual/Consulting Services	Human Resource Management	Insurance Liability	11,643.75	7/6/2020
Langton Snow Solutions dba Langton Group	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	5,911.20	7/6/2020
Language Line Services	Psychological/Psychiatric Svrs	Court Services	Probation Services	508.08	7/6/2020
Lason MPB / HOV Services LLC	Operating Supplies	Recorder	Recorder's Automation	347.47	7/6/2020
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	188.00	7/6/2020
Lionheart Critical Power Specialists, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	1,067.00	7/6/2020
LRD Systems & Forms	Self-Mailer	Other- Countywide Expenses	General Fund	89.68	7/6/2020
LRD Systems & Forms	Self-Mailer	Other- Countywide Expenses	General Fund	110.68	7/6/2020
LRD Systems & Forms	Self-Mailer	Other- Countywide Expenses	General Fund	151.07	7/6/2020
Lynn M Dreymiller	Court Reporter Costs	State's Attorney	General Fund	304.00	7/6/2020
M & M Extendo LLC dba Extendedobed	S.W.A.T. Supplies	Sheriff	General Fund	2,804.00	7/6/2020
Management & Information Technology Solutions Inc	DT ITA	WIOA 19	Workforce Development	2,245.00	7/6/2020
Management & Information Technology Solutions Inc	DT ITA	WIOA 19	Workforce Development	2,495.00	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	23.22	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	11.60	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	53.65	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	10.00	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	71.05	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	21.75	7/6/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	46.40	7/6/2020
Margaret E Steinberg	Per Diem Expense	Judiciary and Courts	General Fund	200.00	7/6/2020
Mariann L Busch	Per Diem Expense	Judiciary and Courts	General Fund	92.00	7/6/2020
Mariann L Busch	Court Reporter Costs	State's Attorney	General Fund	320.00	7/6/2020
Mary A Trezzo	Court Reporter Costs	State's Attorney	General Fund	20.00	7/6/2020
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	100.00	7/6/2020
McMaster-Carr Supply Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	321.34	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	643.98	7/6/2020
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	1,403.40	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	7,492.00	7/6/2020
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	6,543.76	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	1,649.71	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	1,639.84	7/6/2020
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	307.47	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	614.94	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	998.00	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2,571.00	7/6/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	1,691.09	7/6/2020
Medline Industries, Inc.	Operating Supplies	Health	County Health	1,218.15	7/6/2020
Medline Industries, Inc.	Operating Supplies	Health	County Health	2,599.71	7/6/2020
Medline Industries, Inc.	Operating Supplies	Health	County Health	2,678.49	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	65.03	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	37.71	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	127.94	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	398.33	7/6/2020
Menards, Inc.	Operating Supplies	Building Management	General Fund	115.58	7/6/2020
Menards, Inc.	Repairs and Maintenance- Roads	Building Management	General Fund	92.96	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	59.96	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	10.14	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	26.12	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	89.85	7/6/2020

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Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	8.97	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	76.36	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	15.39	7/6/2020
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	105.36	7/6/2020
Menards, Inc.	Office Supplies	County Clerk	General Fund	159.99	7/6/2020
Menards, Inc.	Bomb Squad Supplies	Sheriff	General Fund	137.95	7/6/2020
Menards, Inc.	Food	Sheriff	General Fund	338.98	7/6/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	39.94	7/6/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	286.19	7/6/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	66.67	7/6/2020
Menards, Inc.	Sign Material	Transportation	County Highway	14.99	7/6/2020
Menards, Inc.	Sign Material	Transportation	County Highway	32.58	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	6,587.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	2,234.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	2,850.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	3,835.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	700.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	345.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	1,695.00	7/6/2020
Microtrain Technologies	DT ITA	WIOA 19	Workforce Development	2,300.00	7/6/2020
Midwest Computer Products Inc	Computers	Other- Countywide Expenses	Capital Projects	14,679.00	7/6/2020
Midwest Computer Products Inc	Computers	Other- Countywide Expenses	Capital Projects	3,184.00	7/6/2020
Midwest Computer Products Inc	Computers	Other- Countywide Expenses	Capital Projects	43,699.70	7/6/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	48.85	7/6/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	49.58	7/6/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	11.22	7/6/2020
Mitra B. Kalekar	Autopsies/Consulting	Coroner	General Fund	10,400.00	7/6/2020
Mitra B. Kalekar	Autopsies/Consulting	Coroner	General Fund	13,000.00	7/6/2020
Morrow Brothers Ford, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	19,000.00	7/6/2020
Murti Hospit dba Comfort Inn & Suites-North Aurora	Contractual/Consulting Services	Health	County Health	455.00	7/6/2020
Nancy Schmook	Internet	Other- Countywide Expenses	General Fund	40.00	7/6/2020
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	839.20	7/6/2020
NAT Tech Inc. (National Technologies NTI)	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	13,770.00	7/6/2020
Natalie Hall	Autopsies/Consulting	Coroner	General Fund	400.00	7/6/2020
National-Louis University	DT ITA	TAA 18	Workforce Development	6,438.10	7/6/2020
Net Transcripts Inc	Court Reporter Costs	State's Attorney	General Fund	27.28	7/6/2020
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	43.82	7/6/2020
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	40.00	7/6/2020
NMS Labs	Toxicology Expense	Coroner	General Fund	6,426.00	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	18.45	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	35.58	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	31.14	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	84.59	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	209.36	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	24.57	7/6/2020
Office Depot Inc	Office Supplies	Sheriff	General Fund	10.76	7/6/2020
One Hope United	Contractual/Consulting Services	Court Services	Probation Services	432.50	7/6/2020
One Hope United	Psychological/Psychiatric Svrs	Court Services	Probation Services	922.00	7/6/2020
One Hope United	Psychological/Psychiatric Svrs	Court Services	Probation Services	4,088.75	7/6/2020
One Hope United	Psychological/Psychiatric Svrs	Court Services	Probation Services	19,105.26	7/6/2020
Open Text Inc	Contractual/Consulting Services	Health	County Health	185.99	7/6/2020
Pacific Interpreters	Contractual/Consulting Services	Health	County Health	3,932.40	7/6/2020

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Paddock Publications (Daily Herald)	Repairs and Maint- Buildings	Building Management	General Fund	28.75	7/6/2020
Paddock Publications (Daily Herald)	Operating Supplies	Building Management	General Fund	27.60	7/6/2020
Paddock Publications (Daily Herald)	General Printing	County Clerk	General Fund	75.00	7/6/2020
Paddock Publications (Daily Herald)	Books and Subscriptions	Judiciary and Courts	General Fund	224.20	7/6/2020
Parents Alliance Employment Project	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	9,637.96	7/6/2020
Parents Alliance Employment Project	Work Based Learning Activities	WIOA 19	Workforce Development	3,591.78	7/6/2020
Parkdale Advanced Materials Inc	Medical Supplies and Drugs	Health	County Health	12,765.00	7/6/2020
Peoplelink LLC dba Teamsoft	Contractual/Consulting Services	Health	County Health	1,064.56	7/6/2020
Peter Y Ichinose	DT ITA	TAA 18	Workforce Development	375.97	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Public Health Services - Coronavirus	Building Management	General Fund	2,418.60	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Public Health Services - Coronavirus	Building Management	General Fund	3,586.20	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	370.00	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	379.25	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Transportation	County Highway	1,156.25	7/6/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Health	County Health	222.00	7/6/2020
Petty Cash-State's Attorney	Extradition Costs	State's Attorney	General Fund	976.00	7/6/2020
Petty Cash-State's Attorney	General Association Dues	State's Attorney	General Fund	229.00	7/6/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Information Technologies	General Fund	845.00	7/6/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Information Technologies	General Fund	975.00	7/6/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	684.16	7/6/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	748.30	7/6/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Other- Countywide Expenses	Judicial Technology Sales Tax	2,535.00	7/6/2020
Phoenix Staffing & Management Systems	Public Health Services - Coronavirus	Other- Countywide Expenses	Judicial Technology Sales Tax	516.75	7/6/2020
Phoenix Supply LLC	Clothing Supplies	Sheriff	General Fund	32.90	7/6/2020
Pictometry International Corporation	Contractual/Consulting Services	Information Technologies	Geographic Information Systems	124,130.75	7/6/2020
Piper Sandler & Co	Debt Issuance Costs	Debt Service	Capital Improvement Debt Service	20,000.00	7/6/2020
Pitney Bowes Global Financial Services LLC	Equipment Rental	Operating Pool	Workforce Development	174.00	7/6/2020
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	40,000.00	7/6/2020
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	118.32	7/6/2020
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	196.52	7/6/2020
Primera Engineers Ltd	Engineering Services	Transportation	Transportation Sales Tax	8,929.35	7/6/2020
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	70.47	7/6/2020
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	95.27	7/6/2020
Priority Products, Inc.	Sign Material	Transportation	County Highway	71.90	7/6/2020
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	59.47	7/6/2020
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	23.77	7/6/2020
Pro-Tech Security Sales	Public Health Commodities - Coronavirus	Sheriff	General Fund	26,700.00	7/6/2020
Quill Corporation	Public Health Commodities - Coronavirus	Court Services	General Fund	291.96	7/6/2020
Quincy Compressor, LLC	Repairs and Maint- Equipment	Building Management	General Fund	1,408.10	7/6/2020
R.C. Wegman Construction Company	Building Construction	Other- Countywide Expenses	Capital Improvement Bond Const	1,268,588.00	7/6/2020
R2C2 LLC	Contractual/Consulting Services	Development	Growing for Kane	2,120.00	7/6/2020
R2C2 LLC	Contractual/Consulting Services	Development	Growing for Kane	2,120.00	7/6/2020
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	3,333.00	7/6/2020
Ray O'Herron Co., Inc.	Weapons and Ammunition	Sheriff	General Fund	3,525.00	7/6/2020
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	85.92	7/6/2020
Ray O'Herron Co., Inc.	Weapons and Ammunition	Sheriff	General Fund	61.00	7/6/2020
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Building Management	General Fund	10.00	7/6/2020
Rebecca Bretana	Employee Mileage Expense	Health	County Health	24.84	7/6/2020
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	84.00	7/6/2020
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	91.50	7/6/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	425.45	7/6/2020
RentalMax LLC (Saint Charles)	Repairs and Maint- Equipment	Building Management	General Fund	84.00	7/6/2020

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Robert M. Shive	Internet	Other- Countywide Expenses	General Fund	249.80	7/6/2020
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	3,083.00	7/6/2020
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	15,758.17	7/6/2020
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Building Management	General Fund	152.23	7/6/2020
Rubino Engineering, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	20,085.00	7/6/2020
Rubino Engineering, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	5,156.00	7/6/2020
S&S Automotive, Inc (dba S & S Industrial)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	250.00	7/6/2020
Savannah Valdez	Employee Mileage Expense	Circuit Clerk	General Fund	138.57	7/6/2020
SBA Edge (New Continuum Data Centers)	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	1,950.00	7/6/2020
SensoScientific Inc	Operating Supplies	Health	County Health	167.50	7/6/2020
Service Sanitation Inc	Operating Supplies	Health	County Health	410.50	7/6/2020
Service Sanitation Inc	Operating Supplies	Health	County Health	5,960.00	7/6/2020
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	42.19	7/6/2020
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	30.75	7/6/2020
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	147.74	7/6/2020
Sherwin Williams	Repairs and Maintenance- Roads	Building Management	General Fund	130.25	7/6/2020
SHI International Corp	Computer Related Supplies	Recorder	Recorder's Automation	887.50	7/6/2020
SHI International Corp	Operating Supplies	Health	County Health	416.06	7/6/2020
SHI International Corp	Operating Supplies	Health	County Health	44.48	7/6/2020
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svrs	Health	County Health	67.64	7/6/2020
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svrs	Health	County Health	89.11	7/6/2020
Signs in Dundee Inc (d/b/a Signs by Tomorrow)	Operating Supplies	Environmental Management	Enterprise Surcharge	0.00	7/6/2020
Signs in Dundee Inc (d/b/a Signs by Tomorrow)	Public Health Commodities - Coronavirus	Environmental Management	Enterprise Surcharge	852.37	7/6/2020
Sisler's Ice, Inc.	Operating Supplies	Transportation	County Highway	145.00	7/6/2020
SK Hand Tool LLC	Tools	Transportation	Motor Fuel Local Option	66.32	7/6/2020
SK Hand Tool LLC	Tools	Transportation	Motor Fuel Local Option	122.64	7/6/2020
Smithereen Pest Management Services	Repairs and Maint- Buildings	Health	County Health	59.00	7/6/2020
Smork Inc	Contractual/Consulting Services	Other- Countywide Expenses	Public Safety Sales Tax	502.72	7/6/2020
Sonja Ariele Pinette	Autopsies/Consulting	Coroner	General Fund	1,000.00	7/6/2020
Southern Computer Warehouse (SCW)	Public Health Commodities - Coronavirus	Information Technologies	General Fund	199.91	7/6/2020
Southern Computer Warehouse (SCW)	Public Health Commodities - Coronavirus	Information Technologies	General Fund	501.03	7/6/2020
Southern Computer Warehouse (SCW)	Computers	Other- Countywide Expenses	Capital Projects	2,592.92	7/6/2020
Southland Medical LLC	Public Health Commodities - Coronavirus	Coroner	General Fund	165.40	7/6/2020
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	13,765.41	7/6/2020
Sprint	Cellular Phone	Other- Countywide Expenses	General Fund	88.75	7/6/2020
Stantec Consulting Services Inc	Engineering Services	Transportation	Transportation Sales Tax	19,232.93	7/6/2020
Stericycle Inc	Public Health Commodities - Coronavirus	Coroner	General Fund	410.21	7/6/2020
Suburban Tire Company	Repairs and Maint- Vehicles	State's Attorney	General Fund	834.71	7/6/2020
Sun Life Assurance Company of Canada	Healthcare - Life Insurance	Other- Countywide Expenses	Health Insurance Fund	3,014.86	7/6/2020
Susana J. Larranaga	Contractual/Consulting Services	Judiciary and Courts	General Fund	1,267.50	7/6/2020
Sylvia Shadab	Contractual/Consulting Services	Judiciary and Courts	General Fund	896.00	7/6/2020
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	34.40	7/6/2020
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	579.24	7/6/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	28.88	7/6/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	250.63	7/6/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	4,255.08	7/6/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	3,881.43	7/6/2020
The Tree House Inc	Office Supplies	Sheriff	General Fund	143.75	7/6/2020
The Tree House Inc	Operating Supplies	Sheriff	General Fund	468.79	7/6/2020
The Tree House Inc	Computer Related Supplies	Kane Comm	Kane Comm	1,923.00	7/6/2020
The Tree House Inc	Office Supplies	Health	County Health	209.70	7/6/2020
Thomas Engineering Group, LLC	Engineering Services	Transportation	Motor Fuel Local Option	16,423.39	7/6/2020

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Thomas Engineering Group, LLC	Engineering Services	Transportation	Motor Fuel Local Option	6,643.48	7/6/2020
Thomas Interior Systems, Inc	Office Furniture - Non-Capital	WIOA Local Incentive 17	Workforce Development	10,456.17	7/6/2020
Thomas Interior Systems, Inc	Office Furniture - Non-Capital	Operating Pool	Workforce Development	165,284.72	7/6/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	2,850.32	7/6/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3,306.28	7/6/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	1,840.08	7/6/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Public Defender	General Fund	224.41	7/6/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Transportation	County Highway	100.00	7/6/2020
TIAA Commercial Finance Inc	Miscellaneous Contractual Exp	Coroner	Coroner Administration	234.85	7/6/2020
Toshiba Business Solutions, Inc.	Operating Supplies	Building Management	General Fund	43.55	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	56.16	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	50.62	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	68.26	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	63.99	7/6/2020
Toshiba Business Solutions, Inc.	Equipment Rental	Judiciary and Courts	General Fund	91.08	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	32.73	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	Vital Records Automation	13.86	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Kane Comm	Kane Comm	20.96	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	3.70	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	31.37	7/6/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	30.14	7/6/2020
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	60.98	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Buildings	Building Management	General Fund	278.97	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Buildings	Building Management	General Fund	305.74	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Buildings	Building Management	General Fund	(305.74)	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	305.74	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	1,221.50	7/6/2020
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	69.92	7/6/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	146.33	7/6/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	168.00	7/6/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	329.95	7/6/2020
Transystems Corporation	Engineering Services	Transportation	Southwest Impact Fees	52,734.20	7/6/2020
Tri-City Transmissions	Repairs and Maint- Vehicles	Transportation	County Highway	2,475.67	7/6/2020
Tri-County Garage Door, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	2,403.98	7/6/2020
Troy Martin Simpson	Cellular Phone	Transportation	County Highway	49.31	7/6/2020
TSI Incorporated	Public Health Commodities - Coronavirus	Sheriff	General Fund	18,459.31	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	2,330.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	1,420.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	675.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	185.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	300.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	340.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	2,100.00	7/6/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Transportation	County Highway	640.00	7/6/2020
Tyler Technologies, Inc. (New World)	Software Licensing Cost	Other- Countywide Expenses	Public Safety Sales Tax	6,960.00	7/6/2020
Uline	Operating Supplies	County Clerk	General Fund	163.12	7/6/2020
Uline	Operating Supplies	County Clerk	General Fund	203.94	7/6/2020
Uline	Operating Supplies	County Clerk	General Fund	223.67	7/6/2020
United Refrigeration, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	31.15	7/6/2020
University of Illinois (U of I)	Special Studies	Development	Cost Share Drainage	939.96	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	139.88	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	119.60	7/6/2020

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Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	119.60	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	717.60	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	239.20	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	115.00	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	119.60	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	352.56	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	1,196.00	7/6/2020
Urban Elevator Service Inc	Repairs and Maint- Buildings	Transportation	County Highway	299.52	7/6/2020
Valdes LLC	Operating Supplies	Sheriff	General Fund	720.00	7/6/2020
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	71.50	7/6/2020
Valley Muffler Shop Inc dba Midas	Employee Mileage Expense	Court Services	General Fund	22.76	7/6/2020
Valley Muffler Shop Inc dba Midas	Repairs and Maint- Vehicles	Court Services	General Fund	22.76	7/6/2020
Valley Muffler Shop Inc dba Midas	Repairs and Maint- Vehicles	Court Services	Drug Court Special Resources	792.87	7/6/2020
VanCorp Crating LLC (dba Craters & Freighters)	Election Services	County Clerk	General Fund	587.20	7/6/2020
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	337.19	7/6/2020
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	29,726.27	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	269.63	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	417.93	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	12.12	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	121.11	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	207.36	7/6/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	303.54	7/6/2020
W A Management, Inc. (Waldschmidt & Assoc.)	Contractual/Consulting Services	Health	County Health	570.00	7/6/2020
Walz Label & Mailing Systems	Operating Supplies	County Clerk	General Fund	984.00	7/6/2020
Warehouse Direct Office Products	Office Supplies	County Board	General Fund	155.38	7/6/2020
Warehouse Direct Office Products	Office Supplies	County Board	General Fund	87.79	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Building Management	General Fund	8.57	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Building Management	General Fund	115.47	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	453.00	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	18.00	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	29.79	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Building Management	General Fund	72.00	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	362.40	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	863.86	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Building Management	General Fund	585.04	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Building Management	General Fund	1,648.50	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	21.98	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	525.06	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	43.96	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	1,049.85	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	533.17	7/6/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	1,049.85	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Building Management	General Fund	585.04	7/6/2020
Warehouse Direct Office Products	Office Supplies	Treasurer/Collector	General Fund	18.05	7/6/2020
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	0.00	7/6/2020
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	14.58	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Supervisor of Assessments	General Fund	42.99	7/6/2020
Warehouse Direct Office Products	Public Health Services - Coronavirus	Judiciary and Courts	General Fund	17.32	7/6/2020
Warehouse Direct Office Products	Public Health Services - Coronavirus	Judiciary and Courts	General Fund	302.16	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Circuit Clerk	General Fund	287.68	7/6/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	General Fund	1,635.48	7/6/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	General Fund	45.90	7/6/2020

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Warehouse Direct Office Products	Office Supplies	State's Attorney	General Fund	1,468.58	7/6/2020
Warehouse Direct Office Products	Office Supplies	Public Defender	General Fund	107.37	7/6/2020
Warehouse Direct Office Products	Office Supplies	Public Defender	General Fund	299.18	7/6/2020
Warehouse Direct Office Products	Office Supplies	Public Defender	General Fund	46.93	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	145.49	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	355.39	7/6/2020
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	102.70	7/6/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Court Services	General Fund	33.34	7/6/2020
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	166.16	7/6/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	Insurance Liability	45.00	7/6/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	Title IV-D	241.98	7/6/2020
Warehouse Direct Office Products	Office Supplies	Coroner	Coroner Administration	58.83	7/6/2020
Warehouse Direct Office Products	Office Supplies	Animal Control	Animal Control	38.78	7/6/2020
Warehouse Direct Office Products	Office Supplies	Transportation	County Highway	31.78	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	114.05	7/6/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	329.90	7/6/2020
Warehouse Direct Office Products	Office Supplies	Operating Pool	Workforce Development	208.27	7/6/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Sheriff	General Fund	1,375.02	7/6/2020
Waste Management of Illinois - West	Equipment Rental	Sheriff	General Fund	195.10	7/6/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Transportation	County Highway	331.27	7/6/2020
Waubonsee Community College	DT Job Readiness Training	WIOA 19	Workforce Development	305.00	7/6/2020
Waubonsee Community College	DT ITA	WIOA 19	Workforce Development	595.00	7/6/2020
Waubonsee Community College	DT Job Readiness Training	WIOA 19	Workforce Development	5,845.00	7/6/2020
Wex Fleet Universal (Wright Express FSC)	Fuel- Vehicles	Sheriff	General Fund	16,800.51	7/6/2020
Wex Fleet Universal (Wright Express FSC)	Fuel- Vehicles	Health	County Health	(0.51)	7/6/2020
Wm F Meyer Co	Repairs and Maint- Equipment	Building Management	General Fund	631.40	7/6/2020
Zuelke Law Office (Donald R. Zuelke)	Court Appointed Counsel	Judiciary and Courts	General Fund	3,333.00	7/6/2020
	Trials and Costs of Hearing	State's Attorney	General Fund	1,432.03	7/6/2020
	Trials and Costs of Hearing	Public Defender	General Fund	72.00	7/6/2020
	Trials and Costs of Hearing	Public Defender	General Fund	38.00	7/6/2020
	Trials and Costs of Hearing	Public Defender	General Fund	1,500.00	7/6/2020
	Trials and Costs of Hearing	State's Attorney	Insurance Liability	125.00	7/6/2020
Ellen Guziel	Accrued Liabilities		Special Deposit	7,365.06	7/7/2020
Expert Roofing	Building and Inspection Permits	Development	General Fund	260.00	7/20/2020
4Imprint, Inc.	Operating Supplies	Health	County Health	1,950.15	7/20/2020
A Plus Healthcare Training Corp.	DT ITA	WIOA 19	Workforce Development	5,743.00	7/20/2020
A Plus Healthcare Training Corp.	DT ITA	WIOA 19	Workforce Development	1,230.00	7/20/2020
A Plus Healthcare Training Corp.	DT ITA	WIOA 19	Workforce Development	1,105.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	7/20/2020
Accurate Document Destruction Inc (GROOT)	Office Supplies	Supervisor of Assessments	General Fund	54.00	7/20/2020
Accurate Document Destruction Inc (GROOT)	Professional Services	Operating Pool	Workforce Development	62.12	7/20/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/20/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/20/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/20/2020
Acrisure LLC dba Presidio (Wine Sergi)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	7/20/2020
Advance Stores Company, Inc. (Advance Auto Parts)	Repairs and Maint- Vehicles	Sheriff	General Fund	46.99	7/20/2020
Advance Stores Company, Inc. (Advance Auto Parts)	Repairs and Maint- Vehicles	Development	General Fund	17.98	7/20/2020

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Advance Stores Company, Inc. (Advance Auto Parts)	Repairs and Maint- Vehicles	Development	General Fund	17.98	7/20/2020
Advanced Correctional Healthcare	Medical/Dental/Hospital Services	Court Services	General Fund	36,432.78	7/20/2020
AICPA-American Institute of CPA	General Association Dues	Treasurer/Collector	Tax Sale Automation	285.00	7/20/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Building Management	General Fund	351.75	7/20/2020
Alarm Detection Systems Inc	Security Services	County Clerk	General Fund	2,677.12	7/20/2020
Alarm Detection Systems Inc	Operating Supplies	State's Attorney	Child Advocacy Center	525.87	7/20/2020
Alarm Detection Systems Inc	Repairs and Maint- Buildings	Health	County Health	1,280.85	7/20/2020
Alfonso John Barsanti	Employee Mileage Expense	County Clerk	General Fund	5.35	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	17,896.99	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	14,719.21	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	20,173.32	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	29,698.90	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	25,489.33	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	34,990.94	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	38,082.88	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	31,804.15	7/20/2020
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	31,036.70	7/20/2020
Alpha Building Maintenance Service Inc	Public Health Services - Coronavirus	Building Management	General Fund	2,250.00	7/20/2020
American Bar Association	Books and Subscriptions	Law Library	Law Library	13.95	7/20/2020
Andrew Simerson	Operating Supplies	Sheriff	General Fund	136.62	7/20/2020
Annette Julien	General Association Dues	Health	County Health	81.80	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	139.99	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	5.48	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	5.69	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	177.29	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	(55.00)	7/20/2020
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	(18.77)	7/20/2020
Apex Industrial Automation LLC	Repairs and Maint- Equipment	Building Management	General Fund	557.19	7/20/2020
Aptim Environmental & Infrastructure, LLC	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4,670.00	7/20/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	9,337.21	7/20/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	1,680.50	7/20/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	1,612.25	7/20/2020
Aramark Services, Inc.	Food	Sheriff	General Fund	9,546.33	7/20/2020
Arrow Road Construction Company	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	3,060,804.60	7/20/2020
Associated Builders & Contractors Inc	DT ITA	WIOA 19	Workforce Development	2,650.00	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
Association for Individual Development (AID)	Medical/Dental/Hospital Services	Sheriff	General Fund	2,045.45	7/20/2020
AT&T	Telephone	Health	County Health	261.98	7/20/2020
AT&T	Accrued Liabilities		911 Emergency Surcharge	217.92	7/20/2020
Automated Forms & Graphics	Public Health Commodities - Coronavirus	Circuit Clerk	Court Automation	8,364.16	7/20/2020
Batavia Enterprises, Inc	Prepaid Expense		Workforce Development	19,039.27	7/20/2020
Batavia Foundry & Machine Co	Operating Supplies	Development	General Fund	310.00	7/20/2020
Batavia Instant Print Inc	General Printing	Building Management	General Fund	105.50	7/20/2020
Batavia Instant Print Inc	General Printing	County Clerk	General Fund	3,363.83	7/20/2020

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Batavia Instant Print Inc	General Printing	County Clerk	General Fund	2,750.22	7/20/2020
Behavioral Interventions, Inc (BI, Inc.)	Food	Sheriff	General Fund	1,612.80	7/20/2020
Bentley Systems Inc	Software Licensing Cost	Transportation	County Highway	3,420.00	7/20/2020
BLA Inc	Engineering Services	Transportation	Transportation Sales Tax	66,010.46	7/20/2020
BLA Inc	Engineering Services	Transportation	Transportation Sales Tax	61,488.37	7/20/2020
Blooming Color of St. Charles (WTFN)	Office Supplies	Transportation	County Highway	233.53	7/20/2020
Blue 360 Media LLC	Books and Subscriptions	Law Library	Law Library	1,239.81	7/20/2020
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	848.58	7/20/2020
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	892.40	7/20/2020
Bradley Weber	Highway Right of Way	Transportation	Transportation Sales Tax	19,600.00	7/20/2020
Brenda D Gregory	Per Diem Expense	Judiciary and Courts	General Fund	66.50	7/20/2020
Brenda D Gregory	Court Reporter Costs	State's Attorney	General Fund	48.00	7/20/2020
Brenda D Gregory	Court Reporter Costs	State's Attorney	General Fund	632.00	7/20/2020
Brenda Willett	Miscellaneous Contractual Exp	Public Defender	General Fund	100.00	7/20/2020
Brooke Hampel	Internet	Other- Countywide Expenses	General Fund	72.95	7/20/2020
Burnidge Properties Ltd	Building Space Rental	Health	County Health	1,853.16	7/20/2020
Burnidge Properties Ltd	Building Space Rental	Health	Kane Kares	1,954.42	7/20/2020
Business and Career Services Incorporated	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	12,569.88	7/20/2020
Business and Career Services Incorporated	Work Based Learning Activities	WIOA 19	Workforce Development	3,854.51	7/20/2020
Business and Career Services Incorporated	Youth Supportive Services	WIOA 19	Workforce Development	1,895.23	7/20/2020
CADD Microsystems, Inc.	Software Licensing Cost	Transportation	County Highway	1,639.00	7/20/2020
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	138.00	7/20/2020
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	638.41	7/20/2020
Cardinal Health 108, LLC (Cardinal Health Inc.)	Medical Supplies and Drugs	Health	County Health	144,090.98	7/20/2020
Carlos Mata	Employee Mileage Expense	Treasurer/Collector	General Fund	20.13	7/20/2020
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	1,750.00	7/20/2020
Catilize Health	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4,917.26	7/20/2020
CCMSI	Project Administration Services	Human Resource Management	Insurance Liability	5,791.67	7/20/2020
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	80,852.83	7/20/2020
CDM Smith Inc.	Engineering Services	Transportation	Motor Fuel Tax	39,736.03	7/20/2020
CDW Government LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	646.99	7/20/2020
Central DuPage Hospital Association DBA HealthLab	Public Health Commodities - Coronavirus	Coroner	General Fund	45.00	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	County Board	General Fund	60.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Finance	General Fund	58.75	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Information Technologies	General Fund	54.50	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	Building Management	General Fund	93.00	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Human Resource Management	General Fund	22.25	7/20/2020
Century Springs/Ove Water Services	Office Supplies	County Auditor	General Fund	4.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Treasurer/Collector	General Fund	48.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Supervisor of Assessments	General Fund	58.50	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	County Clerk	General Fund	159.00	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Recorder	General Fund	45.30	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	147.00	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	28.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	36.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	28.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	26.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6.00	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6.00	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	6.00	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Circuit Clerk	General Fund	187.00	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	12.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	64.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	4.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Public Defender	General Fund	12.50	7/20/2020
Century Springs/Ove Water Services	Investigations	Sheriff	General Fund	46.00	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	Sheriff	General Fund	76.50	7/20/2020
Century Springs/Ove Water Services	Food	Sheriff	General Fund	132.50	7/20/2020
Century Springs/Ove Water Services	Contractual/Consulting Services	Sheriff	General Fund	26.50	7/20/2020
Century Springs/Ove Water Services	Contractual/Consulting Services	Sheriff	General Fund	51.00	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	86.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	104.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	16.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Court Services	General Fund	211.00	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	Development	General Fund	66.50	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Information Technologies	Geographic Information Systems	12.50	7/20/2020
Century Springs/Ove Water Services	Miscellaneous Contractual Exp	Coroner	Coroner Administration	61.25	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Animal Control	Animal Control	18.50	7/20/2020
Century Springs/Ove Water Services	Disposal and Water Softener Svrs	Transportation	County Highway	118.00	7/20/2020
Century Springs/Ove Water Services	Office Supplies	Veterans' Commission	Veterans' Commission	2.50	7/20/2020
Century Springs/Ove Water Services	Operating Supplies	Environmental Management	Enterprise Surcharge	16.50	7/20/2020
CENVEO Inc	General Printing	Building Management	General Fund	692.30	7/20/2020
CH2M Hill, Inc.	Contractual/Consulting Services	Transportation	County Highway	1,181.86	7/20/2020
Chad's Towing & Recovery, Inc.	Repairs and Maint- Vehicles	State's Attorney	General Fund	76.00	7/20/2020
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	State's Attorney	General Fund	76.41	7/20/2020
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	Public Defender	General Fund	77.17	7/20/2020
Chicago Office Technology Group (COTG)	Computer Related Supplies	Court Services	General Fund	569.50	7/20/2020
Chicago Parts and Sound, LLC	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	2,114.00	7/20/2020
Christine Bousquet dba RCB Enterprises	Jurors' Expense	Judiciary and Courts	General Fund	2,991.15	7/20/2020
Christopher R. Hemesath	Employee Mileage Expense	Information Technologies	General Fund	18.98	7/20/2020
Christopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	129.99	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	388.36	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	214.30	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	6.81	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	15.89	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	110.71	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	146.84	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	768.61	7/20/2020
Cintas Corporation	Repairs and Maint- Buildings	Building Management	General Fund	347.82	7/20/2020
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	37.96	7/20/2020
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	37.96	7/20/2020
Cintas Corporation	Operating Supplies	Transportation	County Highway	203.39	7/20/2020
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	281.78	7/20/2020
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	273.00	7/20/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	91.60	7/20/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	34.18	7/20/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	88.14	7/20/2020
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	36.53	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	96.81	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	90.32	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	56.42	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	21.40	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	136.17	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
City of Geneva	Utilities- Water	Building Management	General Fund	143.97	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	29.03	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	100.81	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	13.92	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	14,087.48	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	325.33	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	9.46	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	14.54	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	162.67	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	16.04	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	14.54	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	9.46	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	266.04	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	25.28	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	117.37	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	92.19	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	5,308.56	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	541.17	7/20/2020
City of Geneva	Utilities- Sewer	Building Management	General Fund	113.87	7/20/2020
City of Geneva	Utilities- Water	Building Management	General Fund	175.02	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	46.37	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	57.62	7/20/2020
City of Geneva	Utilities- Electric	Building Management	General Fund	1,019.23	7/20/2020
City of Geneva	Professional Services	Environmental Management	Enterprise Surcharge	24.71	7/20/2020
City of St. Charles	Utilities- Sewer	Building Management	General Fund	1,143.77	7/20/2020
City of St. Charles	Utilities- Water	Building Management	General Fund	812.21	7/20/2020
City of St. Charles	Utilities- Sewer	Building Management	General Fund	12.84	7/20/2020
City of St. Charles	Utilities- Water	Building Management	General Fund	26.47	7/20/2020
City of St. Charles	Utilities- Electric	Building Management	General Fund	7,203.22	7/20/2020
City of St. Charles	Utilities- Electric	Building Management	General Fund	62.11	7/20/2020
City of St. Charles	Utilities- Sewer	Building Management	General Fund	7,698.59	7/20/2020
City of St. Charles	Utilities- Water	Building Management	General Fund	5,064.12	7/20/2020
Civiltech Engineering Inc	Engineering Services	Transportation	Transportation Sales Tax	51,444.30	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	8,998.00	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	1,799.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	1,799.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	3,599.20	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	6,298.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	2,699.40	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	2,699.40	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	1,799.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	1,799.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	5,398.80	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	899.80	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	1,799.60	7/20/2020
Clarke Environmental Mosquito Management, Inc.	Operating Supplies	Health	County Health	6,298.60	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	32.29	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	37.20	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	43.02	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	35.09	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	49.91	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	47.91	7/20/2020

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
ComEd	Utilities- Electric	Building Management	General Fund	38.91	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	40.11	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	97.70	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	101.21	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	124.51	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	98.30	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	126.18	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	115.51	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	104.24	7/20/2020
ComEd	Utilities- Electric	Building Management	General Fund	133.44	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	26.21	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2,748.51	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	42.80	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	10.70	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	130.34	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	61.31	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	57.11	7/20/2020
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	42.20	7/20/2020
ComEd	Utilities- Electric	Operating Pool	Workforce Development	346.54	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	29.32	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	104.99	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	200.20	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	56.49	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	23.80	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	19.10	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	69.21	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	30.77	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	28.10	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	19.10	7/20/2020
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	47.65	7/20/2020
Community Crisis Center Inc	Miscellaneous Contractual Exp	Development	OCR & Recovery Act Programs	13,227.50	7/20/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	2,089.00	7/20/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	1,526.00	7/20/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	1,079.00	7/20/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	1,203.00	7/20/2020
Computer Training Source	DT ITA	WIOA 19	Workforce Development	748.00	7/20/2020
Connor Company	Buildings and Grounds Supplies	Transportation	County Highway	4.26	7/20/2020
Conrad Polygraph, Inc.	Polygraph Testing	Court Services	Probation Services	300.00	7/20/2020
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	26,093.11	7/20/2020
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	6,674.98	7/20/2020
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	27,913.56	7/20/2020
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	1,707.46	7/20/2020
Constellation NewEnergy Inc.	Utilities- Electric	Health	County Health	110.08	7/20/2020
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11,754.86	7/20/2020
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	11,754.86	7/20/2020
County of Kendall	Prepaid Expense		Workforce Development	800.00	7/20/2020
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	200.00	7/20/2020
DAVID C KING	Employee Mileage Expense	Recorder	General Fund	32.49	7/20/2020
Deborah L. Conley LTD	Counseling Services	State's Attorney	Child Advocacy Center	2,400.00	7/20/2020
Deborah L. Conley LTD	Counseling Services	State's Attorney	Child Advocacy Center	200.00	7/20/2020
Debra P Hogan	Court Reporter Costs	State's Attorney	General Fund	516.00	7/20/2020
Debra P Hogan	Court Reporter Costs	State's Attorney	General Fund	604.00	7/20/2020

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Debra DK. Schwer	Court Reporter Costs	State's Attorney	General Fund	15.50	7/20/2020
Denise C. Murmann Dental Health, PC dba Murmann, DDS	Autopsies/Consulting	Coroner	General Fund	640.00	7/20/2020
Department of the Treasury	Affordable Care Act Fee	Other- Countywide Expenses	Health Insurance Fund	368.30	7/20/2020
Diglet LLC	Software Licensing Cost	Transportation	County Highway	210.10	7/20/2020
Don McCue Chevrolet Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	27.74	7/20/2020
Dreyer Medical Clinic	Contractual/Consulting Services	Health	County Health	2,000.00	7/20/2020
Ecker Center for Mental Health	Psychological/Psychiatric Svrs	Court Services	General Fund	2,500.00	7/20/2020
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	4,000.00	7/20/2020
Ed's Auto Repair Inc	Repairs and Maint- Vehicles	State's Attorney	Child Advocacy Center	219.34	7/20/2020
Egnyte Inc	Software Licensing Cost	Transportation	County Highway	1,440.00	7/20/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	52.56	7/20/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	787.36	7/20/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	41.66	7/20/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	148.76	7/20/2020
Elburn NAPA Inc (North Aurora)	Repairs and Maint- Vehicles	Sheriff	General Fund	26.96	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	(44.43)	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	44.02	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	28.68	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	34.99	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	5.14	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	88.28	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	80.09	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	(24.82)	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	97.44	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	102.42	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	258.15	7/20/2020
Elburn NAPA Inc (North Aurora)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	402.34	7/20/2020
Elizabeth Eyre	Employee Mileage Expense	Court Services	Drug Court Special Resources	73.02	7/20/2020
Enterprise FM Trust	Vehicle Lease	Transportation	County Highway	5,200.30	7/20/2020
Family Flooring America	Repairs and Maint- Buildings	Health	County Health	3,101.87	7/20/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	131.16	7/20/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	74.55	7/20/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	89.26	7/20/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	90.68	7/20/2020
Feece Oil Company	Public Health Commodities - Coronavirus	Coroner	General Fund	85.08	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	393.54	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	241.38	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	146.22	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	166.74	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	875.29	7/20/2020
Fisher Scientific Company LLC	Operating Supplies	Health	County Health	380.45	7/20/2020
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	2,840.70	7/20/2020
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	10,357.66	7/20/2020
Fluorecycle, Inc.	Professional Services	Environmental Management	Enterprise Surcharge	387.92	7/20/2020
Fox Valley Fire & Safety Co	Security Services	Transportation	County Highway	12,668.00	7/20/2020
G.L. Denson, Inc.	Per Diem Expense	Judiciary and Courts	General Fund	308.00	7/20/2020
G.L. Denson, Inc.	Per Diem Expense	Judiciary and Courts	General Fund	40.00	7/20/2020
Gatza Electric, Inc.	Voting Systems and Accessories	County Clerk	Election Equipment Fund	4,658.80	7/20/2020
Gatza Electric, Inc.	Intersect Lighting Services	Development	Mill Creek Special Service Area	901.76	7/20/2020
gba Systems Integrators LLC	Engineering Services	Transportation	County Highway	27,750.00	7/20/2020
gba Systems Integrators LLC	Engineering Services	Transportation	County Highway	32,865.00	7/20/2020
Gerald L. Heinz & Associates, Inc.	Engineering Services	Development	Cost Share Drainage	580.50	7/20/2020

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
GHA Technologies Inc	Computer Hardware- Non Capital	Health	County Health	778.32	7/20/2020
Gilberto Arroyo	SS Transportation Assistance	WIOA 19	Workforce Development	1,022.35	7/20/2020
Gina Hanson	Employee Mileage Expense	Circuit Clerk	General Fund	20.13	7/20/2020
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	20.24	7/20/2020
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	37.57	7/20/2020
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	81.74	7/20/2020
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	6.68	7/20/2020
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	249.54	7/20/2020
Grainger Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	193.93	7/20/2020
Grainger Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	369.60	7/20/2020
Grainger Inc	Tools	Transportation	Motor Fuel Local Option	95.90	7/20/2020
Group Alternatives, Inc.	Contractual/Consulting Services	Other- Countywide Expenses	Health Insurance Fund	8,400.00	7/20/2020
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	2,111.85	7/20/2020
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 19	Workforce Development	80.96	7/20/2020
Grundy-Kendall Regional Office of Education	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	7,274.64	7/20/2020
Grundy-Kendall Regional Office of Education	Work Based Learning Activities	WIOA 19	Workforce Development	1,458.16	7/20/2020
H & H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	36,904.39	7/20/2020
H & H Electric Co.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	34,943.73	7/20/2020
Habitat for Humanity of Northern Fox Valley	Miscellaneous Contractual Exp	Development	HOME Program	55,403.66	7/20/2020
Havlicek Geneva Ace Hardware LLC	Public Health Commodities - Coronavirus	Information Technologies	General Fund	24.00	7/20/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	10.05	7/20/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	2.33	7/20/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	7.19	7/20/2020
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	15.25	7/20/2020
HD Supply Construction & Industrial - White Cap	Repairs and Maint- Grounds	Transportation	County Highway	1,096.10	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	(147,426.81)	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	39,709.62	7/20/2020
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	642,875.22	7/20/2020
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	17,613.00	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare Facility Access Fee	Other- Countywide Expenses	Health Insurance Fund	4,527.13	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	(11,816.10)	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare - Stop Loss Insurance	Other- Countywide Expenses	Health Insurance Fund	34,289.25	7/20/2020
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims	Other- Countywide Expenses	Health Insurance Fund	378,038.18	7/20/2020
Health Care Service Corporation dba BCBSIL	Self Insured Healthcare Claims Administration	Other- Countywide Expenses	Health Insurance Fund	33,732.50	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare HMO Managed Care Fee	Other- Countywide Expenses	Health Insurance Fund	7,539.05	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare Physician Services Fee	Other- Countywide Expenses	Health Insurance Fund	220,241.18	7/20/2020
Health Care Service Corporation dba BCBSIL	Healthcare Credits	Other- Countywide Expenses	Health Insurance Fund	(22,630.25)	7/20/2020
Healthcare Waste Management Inc (HWM)	Disposal and Water Softener Svrs	Sheriff	General Fund	285.00	7/20/2020
Hi-Line Utility Supply Co. LLC	Tools	Transportation	Motor Fuel Local Option	30.00	7/20/2020
Hollywood Tools LLC	Repairs and Maint- Vehicles	Sheriff	General Fund	34.05	7/20/2020
Howard Medical Co	Miscellaneous Contractual Exp	Coroner	Coroner Administration	369.20	7/20/2020
Huff & Huff Inc	Engineering Services	Transportation	County Highway	890.83	7/20/2020
Huff & Huff Inc	Engineering Services	Transportation	County Highway	8,716.44	7/20/2020
Humana Insurance Company	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	4,293.30	7/20/2020
IBM Corporation	Software Licensing Cost	Health	County Health	1,139.00	7/20/2020
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	942.40	7/20/2020
IL Dept of Public Health, Div of Vital Records	Accrued Liabilities		Death Certificates	11,388.00	7/20/2020
IL Probation & Court Services Association (IPCSA)	General Association Dues	Court Services	General Fund	142.50	7/20/2020
IL Probation & Court Services Association (IPCSA)	General Association Dues	Court Services	General Fund	190.00	7/20/2020
IL Probation & Court Services Association (IPCSA)	General Association Dues	Court Services	General Fund	142.50	7/20/2020
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	117.45	7/20/2020
Illinois Environmental Protection Agency (IEPA)	General Association Dues	Development	Cost Share Drainage	1,000.00	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Illinois Institute for Continuing Legal Education	Miscellaneous Contractual Exp	Law Library	Law Library	337.50	7/20/2020
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	135.00	7/20/2020
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	123.75	7/20/2020
Illinois State Bar Association	Books and Subscriptions	Law Library	Law Library	405.31	7/20/2020
Image-Pro Services & Supplies Inc	Computer Related Supplies	Circuit Clerk	Court Document Storage	769.19	7/20/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Sheriff	General Fund	62.00	7/20/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	71.00	7/20/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	71.00	7/20/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	24.00	7/20/2020
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	66.86	7/20/2020
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	215.29	7/20/2020
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	312.00	7/20/2020
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	321.08	7/20/2020
Industrial Maintenance Services	Contractual/Consulting Services	Development	Mill Creek Special Service Area	60.00	7/20/2020
Insight Public Sector Inc	Public Health Commodities - Coronavirus	Information Technologies	General Fund	184.04	7/20/2020
Insight Public Sector Inc	Computers	Sheriff	General Fund	380.00	7/20/2020
Insight Public Sector Inc	Computers	Sheriff	General Fund	757.00	7/20/2020
Insight Public Sector Inc	Computers	Sheriff	General Fund	58.00	7/20/2020
Insight Public Sector Inc	Repairs and Maint- Computers	Animal Control	Animal Control	3,916.00	7/20/2020
Insight Public Sector Inc	Operating Supplies	Health	County Health	116.00	7/20/2020
Insight Public Sector Inc	Operating Supplies	Health	County Health	1,758.00	7/20/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/20/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/20/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/20/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	100.00	7/20/2020
Interprenet, Ltd	Contractual/Consulting Services	Judiciary and Courts	General Fund	80.00	7/20/2020
ISI Communications Inc	Internet	Other- Countywide Expenses	General Fund	1,650.00	7/20/2020
Iteris Inc	Engineering Services	Transportation	County Highway	11,345.80	7/20/2020
Iteris Inc	Engineering Services	Transportation	County Highway	19,723.03	7/20/2020
Iteris Inc	Engineering Services	Transportation	County Highway	14,675.89	7/20/2020
J Patrick Jaeger	Legal Services	Transportation	County Highway	4,000.00	7/20/2020
J. G. Uniforms, Inc.	Uniform Allowance	Sheriff	General Fund	221.06	7/20/2020
J. G. Uniforms, Inc.	Uniform Allowance	Sheriff	General Fund	51.06	7/20/2020
J. G. Uniforms, Inc.	Uniform Allowance	Sheriff	General Fund	119.19	7/20/2020
Jacobs Engineering	Contractual/Consulting Services	Transportation	County Highway	1,938.71	7/20/2020
Jameice Willie	Employee Mileage Expense	Court Services	Drug Court Special Resources	111.55	7/20/2020
James Publishing, Inc.	Books and Subscriptions	Law Library	Law Library	191.00	7/20/2020
Jane L Davis DVM	Contractual/Consulting Services	Animal Control	Animal Control	2,000.00	7/20/2020
Jeff R. Wieser	Contractual/Consulting Services	Animal Control	Animal Control	400.00	7/20/2020
Jeff Christiansen	Miscellaneous Contractual Exp	Coroner	Coroner Administration	2,500.00	7/20/2020
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	2,421.42	7/20/2020
Jensen Right of Way Associates Inc	Highway Right of Way	Transportation	County Highway	3,000.00	7/20/2020
Jill S. Boynton	Employee Mileage Expense	Circuit Clerk	General Fund	54.63	7/20/2020
John W Gasparini Inc dba Marks Plumbing Parts	Repairs and Maint- Equipment	Sheriff	General Fund	2,907.12	7/20/2020
John W Gasparini Inc dba Marks Plumbing Parts	Repairs and Maint- Equipment	Sheriff	General Fund	146.44	7/20/2020
Joliet Junior College	DT ITA	TAA 18	Workforce Development	23.95	7/20/2020
Joliet Junior College	DT ITA	TAA 18	Workforce Development	2,585.00	7/20/2020
Juan Sifuentes	Employee Mileage Expense	Circuit Clerk	General Fund	60.38	7/20/2020
Judicial Systems Inc	Jurors' Expense	Judiciary and Courts	General Fund	4,900.00	7/20/2020
JUDY A SCHONBACK	Employee Mileage Expense	Recorder	General Fund	2.59	7/20/2020
Julie Turner	Counseling Services	State's Attorney	Child Advocacy Center	3,400.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	General Fund	4,830.00	7/20/2020

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Kane County Bar Assn	Attorney Association Dues	Public Defender	General Fund	2,240.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	Insurance Liability	1,190.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	Title IV-D	560.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	Drug Prosecution	280.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	Domestic Violence	420.00	7/20/2020
Kane County Bar Assn	General Association Dues	State's Attorney	Child Advocacy Center	560.00	7/20/2020
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	346.80	7/20/2020
Kara P Desideri	Contractual/Consulting Services	Judiciary and Courts	General Fund	3,360.00	7/20/2020
Karen Ann Miller	Office Supplies	Development	General Fund	38.89	7/20/2020
KenCom (Kendall County Emergency Phone Service)	Accrued Liabilities		911 Emergency Surcharge	5,889.31	7/20/2020
Kimberly Bilbrey	Attorney Association Dues	Public Defender	General Fund	410.00	7/20/2020
Kishwaukee College	DT ITA	WIOA 19	Workforce Development	2,034.00	7/20/2020
Kruis Inc (Sparkle Janitorial Service)	Janitorial Services	Operating Pool	Workforce Development	725.00	7/20/2020
Land-Code LLC	Computer Related Supplies	Recorder	Recorder's Automation	438.35	7/20/2020
Lauterbach & Amen, LLP	Accrued Liabilities		911 Emergency Surcharge	2,000.00	7/20/2020
Lazarus House	Miscellaneous Contractual Exp	Development	OCR & Recovery Act Programs	6,608.91	7/20/2020
Legacy Inspection Group Inc	DT ITA	WIOA 19	Workforce Development	1,595.00	7/20/2020
Lenco Industries Inc	Liability Insurance	Human Resource Management	Insurance Liability	3,427.28	7/20/2020
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	1,146.00	7/20/2020
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	1,223.00	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	State's Attorney	Insurance Liability	306.19	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	191.10	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	31.50	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	256.10	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	234.10	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	99.08	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	306.81	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	638.61	7/20/2020
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	796.46	7/20/2020
Lighthouse Recovery, Inc.	Medical/Dental/Hospital Services	Sheriff	General Fund	15,000.00	7/20/2020
Lindsey Liddicoatt	Employee Mileage Expense	Court Services	General Fund	37.38	7/20/2020
Lori Sarro - Lowe	General Association Dues	Health	County Health	81.80	7/20/2020
Lorig Construction Company	Bridge Construction	Transportation	Longmeadow Bond Construction	584,393.14	7/20/2020
Lorig Construction Company	Bridge Construction	Transportation	Longmeadow Bond Construction	419,631.34	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	10.36	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	25.38	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	161.89	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	21.05	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	53.20	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	52.08	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	44.60	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	42.48	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	45.03	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	(15.64)	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	25.94	7/20/2020
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	11.82	7/20/2020
Lowes	Repairs and Maint- Grounds	Building Management	General Fund	356.06	7/20/2020
Lowes	Animal Care Supplies	Animal Control	Animal Control	43.91	7/20/2020
MacQueen Equipment dba MacQueen Emergency (Temco)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	171.95	7/20/2020
MacQueen Equipment dba MacQueen Emergency (Temco)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	82.42	7/20/2020
MacQueen Equipment dba MacQueen Emergency (Temco)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	397.70	7/20/2020
Mail Automation Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	24,683.00	7/20/2020

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Management & Information Technology Solutions Inc	DT ITA	TAA 18	Workforce Development	8,250.00	7/20/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	Coroner Administration	62.35	7/20/2020
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	Coroner Administration	37.70	7/20/2020
Marco Technologies, LLC.	Repairs and Maint- Copiers	State's Attorney	General Fund	106.25	7/20/2020
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	140.00	7/20/2020
Maria Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	392.00	7/20/2020
Mariann L Busch	Per Diem Expense	Judiciary and Courts	General Fund	100.00	7/20/2020
Martin Implement Sales Inc	Repairs and Maint- Vehicles	Building Management	General Fund	4,207.34	7/20/2020
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	152.95	7/20/2020
MaryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	556.00	7/20/2020
Matthew Meyer	Internet	Other- Countywide Expenses	General Fund	203.96	7/20/2020
MB Delivery & Moving Services	Professional Services	Operating Pool	Workforce Development	2,100.00	7/20/2020
MCI	Telephone	Operating Pool	Workforce Development	45.77	7/20/2020
McKesson Medical Surgical	Public Health Commodities - Coronavirus	Court Services	General Fund	180.03	7/20/2020
McKesson Medical Surgical	Public Health Commodities - Coronavirus	Court Services	General Fund	456.50	7/20/2020
McKesson Medical Surgical	Public Health Commodities - Coronavirus	Court Services	General Fund	625.50	7/20/2020
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2,430.33	7/20/2020
MedCerts LLC	DT ITA	WIOA 19	Workforce Development	4,000.00	7/20/2020
Medline Industries, Inc.	Operating Supplies	Health	County Health	1,820.99	7/20/2020
Menards, Inc.	Food	Sheriff	General Fund	899.90	7/20/2020
Menards, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	88.63	7/20/2020
Menards, Inc.	Public Health Commodities - Coronavirus	Sheriff	General Fund	14.40	7/20/2020
Menards, Inc.	Repairs and Maint- Copiers	Animal Control	Animal Control	19.83	7/20/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	196.45	7/20/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	127.46	7/20/2020
Menards, Inc.	Buildings and Grounds Supplies	Transportation	County Highway	45.64	7/20/2020
Menards, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	479.36	7/20/2020
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	29.91	7/20/2020
Midwest Computer Products Inc	Computers	Other- Countywide Expenses	Capital Projects	2,738.00	7/20/2020
Midwest Fence Company Inc	Road Construction	Transportation	Motor Fuel Local Option	400,892.57	7/20/2020
Midwest Salt LLC	Disposal and Water Softener Svrs	Building Management	General Fund	2,797.20	7/20/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	197.19	7/20/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	425.06	7/20/2020
Midwest Veterinary Supply Inc	Animal Care Supplies	Animal Control	Animal Control	15.01	7/20/2020
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	49.76	7/20/2020
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	(10.00)	7/20/2020
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	(66.40)	7/20/2020
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	76.40	7/20/2020
Mitchell & McCormick, Inc	Contractual/Consulting Services	Health	County Health	150.00	7/20/2020
Multi-Health Systems Inc-MHS	Testing Materials	Court Services	General Fund	200.00	7/20/2020
Municipal Marking Distributors Inc	Operating Supplies	Transportation	County Highway	268.00	7/20/2020
Nancy Campeggio	Employee Mileage Expense	Circuit Clerk	General Fund	28.75	7/20/2020
NAPA Auto Parts - St. Charles	Repairs and Maint- Vehicles	Building Management	General Fund	7.55	7/20/2020
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	388.90	7/20/2020
Natalie Hall	Autopsies/Consulting	Coroner	General Fund	1,600.00	7/20/2020
National Able Network, Inc.	Miscellaneous Contractual Exp	One-Stop shared costs	Workforce Development	18,765.77	7/20/2020
National Association of Counties (NACo)	General Association Dues	County Board	General Fund	8,773.00	7/20/2020
National Telemanagement Consultants Inc	Accrued Liabilities		911 Emergency Surcharge	2,840.00	7/20/2020
Neuco Inc	Repairs and Maint- Buildings	Building Management	General Fund	125.60	7/20/2020
New England LawPress	Books and Subscriptions	Law Library	Law Library	222.50	7/20/2020
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	42.89	7/20/2020
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	54.39	7/20/2020

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Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	227.14	7/20/2020
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	41.56	7/20/2020
Nicor Gas	Utilities- Natural Gas	Animal Control	Animal Control	95.20	7/20/2020
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	119.48	7/20/2020
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	156.88	7/20/2020
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	45.04	7/20/2020
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	48.02	7/20/2020
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	21.91	7/20/2020
Northern Contracting, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	1,885.67	7/20/2020
Northern Illinois University	DT ITA	WIOA 19	Workforce Development	1,698.63	7/20/2020
Northern Illinois University	DT ITA	WIOA 19	Workforce Development	2,387.16	7/20/2020
Northern Illinois University	DT ITA	WIOA 19	Workforce Development	4,930.77	7/20/2020
Olsson Roofing Company, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	713.00	7/20/2020
Optimum Management Resources, Inc.	Contractual/Consulting Services	Development	Continuum of Care Planning Grant	3,750.00	7/20/2020
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	494.00	7/20/2020
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	19.00	7/20/2020
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	532.00	7/20/2020
Ottosen DiNolfo, Hasenbalg & Castaldo Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	190.00	7/20/2020
Paddock Publications (Daily Herald)	Legal Printing	Supervisor of Assessments	General Fund	3,457.60	7/20/2020
Pathways Community Network Institutue	Contractual/Consulting Services	Development	Homeless Management Info Systems	2,558.79	7/20/2020
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	100.00	7/20/2020
Patten Industries Power Dry of Chicago dba Chicago Water & Fire Rest	Miscellaneous Contractual Exp	Coroner	Coroner Administration	100.00	7/20/2020
Peloton Inc dba Frank's Employment	Per Diem Expense	Judiciary and Courts	General Fund	136.50	7/20/2020
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	1,420.00	7/20/2020
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	1,270.00	7/20/2020
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	1,400.00	7/20/2020
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	1,400.00	7/20/2020
Peloton Inc dba Frank's Employment	Contractual/Consulting Services	Health	County Health	1,400.00	7/20/2020
Peoplelink LLC dba Teamsoft	Contractual/Consulting Services	Health	County Health	1,463.70	7/20/2020
Peoplelink LLC dba Teamsoft	Contractual/Consulting Services	Health	County Health	1,330.70	7/20/2020
Peoplelink LLC dba Teamsoft	Contractual/Consulting Services	Health	County Health	1,463.70	7/20/2020
PETER J BURGERT	Employee Mileage Expense	Merit Commission	General Fund	149.50	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Building Management	General Fund	4,329.00	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Public Health Services - Coronavirus	Building Management	General Fund	2,185.80	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Building Management	General Fund	2,969.25	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Building Management	General Fund	1,285.75	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Public Health Services - Coronavirus	Building Management	General Fund	3,855.00	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Building Management	General Fund	3,311.50	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	370.00	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Court Services	General Fund	370.00	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Transportation	County Highway	1,156.25	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Health	County Health	222.00	7/20/2020
Peterson Cleaning, Inc. (PCI Services, Inc.)	Janitorial Services	Health	County Health	222.00	7/20/2020
PetroChoice Holdings Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	363.25	7/20/2020
Petroleum Traders Corporation	Fuel- Vehicles	Sheriff	General Fund	14,788.67	7/20/2020
Petroleum Traders Corporation	Fuel- Vehicles	Transportation	County Highway	12,248.88	7/20/2020
Petty Cash-Sheriff	Public Health Commodities - Coronavirus	Sheriff	General Fund	98.75	7/20/2020
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	38.85	7/20/2020
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	11.00	7/20/2020
Petty Cash-Sheriff	Uniform Supplies	Sheriff	General Fund	64.99	7/20/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	748.30	7/20/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	748.30	7/20/2020

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Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	748.30	7/20/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	684.16	7/20/2020
Phoenix Staffing & Management Systems	Contractual/Consulting Services	Development	General Fund	748.30	7/20/2020
Physician's Express LLC	Contractual/Consulting Services	Health	County Health	1,935.00	7/20/2020
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	512.02	7/20/2020
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	437.50	7/20/2020
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	266.25	7/20/2020
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	27.96	7/20/2020
Pitney Bowes Presort Services LLC	Postage	Other- Countywide Expenses	General Fund	300.52	7/20/2020
Planet Depos, LLC	Election Services	County Clerk	General Fund	497.00	7/20/2020
Planet Depos, LLC	Election Services	County Clerk	General Fund	365.60	7/20/2020
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	575.00	7/20/2020
Planet Depos, LLC	Contractual/Consulting Services	Development	General Fund	863.00	7/20/2020
Primera Engineers Ltd	Engineering Services	Transportation	Transportation Sales Tax	11,673.83	7/20/2020
Producers Chemical Company	Buildings and Grounds Supplies	Transportation	County Highway	43.10	7/20/2020
PTS Communications (Pacific Telemanagement Svcs)	Telephone	Other- Countywide Expenses	General Fund	103.00	7/20/2020
Quadient Leasing USA Inc	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	290.00	7/20/2020
Quill Corporation	Office Supplies	Sheriff	General Fund	19.04	7/20/2020
Quill Corporation	Office Supplies	Sheriff	General Fund	130.60	7/20/2020
Quill Corporation	Operating Supplies	Sheriff	General Fund	157.30	7/20/2020
Quincy Compressor, LLC	Repairs and Maint- Buildings	Building Management	General Fund	400.00	7/20/2020
Rachael M. Stevens	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	35.52	7/20/2020
Ray O'Herron Co., Inc.	Uniform Allowance	Sheriff	General Fund	4,700.00	7/20/2020
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	57.93	7/20/2020
Rayco Marking Products	Operating Supplies	Sheriff	General Fund	27.20	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	96.50	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	General Fund	459.00	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	20.40	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	68.00	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	59.00	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Substance Abuse Screening	15.90	7/20/2020
Redwood Toxicology Inc.	Lab Services	Court Services	Drug Court Special Resources	1,233.10	7/20/2020
Robert Enright	Internet	Other- Countywide Expenses	General Fund	93.95	7/20/2020
Rodney Adams	Employee Mileage Expense	WIOA 19	Workforce Development	72.86	7/20/2020
Rodney Adams	Employee Mileage Expense	WIOA 19	Workforce Development	129.54	7/20/2020
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Building Management	General Fund	735.60	7/20/2020
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Building Management	General Fund	910.04	7/20/2020
Rons Automotive Services Inc	Repairs and Maint- Vehicles	Development	General Fund	225.65	7/20/2020
Roosevelt University	DT ITA	TAA 18	Workforce Development	8,737.50	7/20/2020
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	100.00	7/20/2020
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	150.00	7/20/2020
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	150.00	7/20/2020
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	300.00	7/20/2020
Roots and Wings Counseling Consultants, LLC	Counseling Services	State's Attorney	Child Advocacy Center	600.00	7/20/2020
RSP Graphics	Jurors' Expense	Judiciary and Courts	General Fund	698.00	7/20/2020
Runco Office Supply	Office Supplies	Recorder	General Fund	398.81	7/20/2020
Runco Office Supply	Public Health Commodities - Coronavirus	Recorder	General Fund	279.96	7/20/2020
Ruth Bart	Employee Mileage Expense	Circuit Clerk	General Fund	69.58	7/20/2020
Sams Club Direct	Operating Supplies	Court Services	General Fund	63.84	7/20/2020
Sams Club Direct	Food	Court Services	General Fund	162.08	7/20/2020
Scott Weigand	Office Supplies	Recorder	General Fund	0.00	7/20/2020
Scott Weigand	Public Health Commodities - Coronavirus	Recorder	General Fund	100.32	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	340.00	7/20/2020
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	340.00	7/20/2020
Serenity House Counseling Services, Inc.	Halfway House	Court Services	Drug Court Special Resources	340.00	7/20/2020
Serenity House Counseling Services, Inc.	Repairs and Maint- Vehicles	Court Services	Drug Court Special Resources	0.00	7/20/2020
Shaw Media	Legal Printing	Supervisor of Assessments	General Fund	552.40	7/20/2020
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svrs	Health	County Health	89.11	7/20/2020
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svrs	Health	County Health	67.64	7/20/2020
Sign A Rama	Operating Supplies	Health	County Health	282.02	7/20/2020
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	550.00	7/20/2020
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	275.00	7/20/2020
Southland Medical LLC	Operating Supplies	Coroner	Coroner Administration	298.06	7/20/2020
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	4,562.46	7/20/2020
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	HOME Program	51,000.00	7/20/2020
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	57.54	7/20/2020
Standard Equipment Co	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	62.12	7/20/2020
Stanley Consultants Inc	Engineering Services	Transportation	Central Impact Fees	24,819.59	7/20/2020
Stanley Consultants Inc	Engineering Services	Transportation	Central Impact Fees	3,475.99	7/20/2020
State of IL Secretary of State	Notary Services	County Clerk	General Fund	10.00	7/20/2020
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	1,080.00	7/20/2020
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	66.00	7/20/2020
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	60.00	7/20/2020
Steiner Electric Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	54.72	7/20/2020
Steiner Electric Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	18.24	7/20/2020
Steiner Electric Co Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	1,500.36	7/20/2020
Steiner Electric Co Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	382.10	7/20/2020
Steiner Electric Co Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	65.49	7/20/2020
Steiner Electric Co Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	127.00	7/20/2020
Steiner Electric Co Inc	Voting Systems and Accessories	County Clerk	Election Equipment Fund	79.15	7/20/2020
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	40,560.00	7/20/2020
Susana J. Larranaga	Contractual/Consulting Services	Judiciary and Courts	General Fund	1,185.00	7/20/2020
Sylvia Shadab	Contractual/Consulting Services	Judiciary and Courts	General Fund	994.00	7/20/2020
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	219.85	7/20/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	2,907.53	7/20/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	4,442.76	7/20/2020
Sysco Food Services Chicago	Food	Court Services	General Fund	76.65	7/20/2020
TEC Services Consulting Inc	Professional Services	WIOA 19	Workforce Development	11,518.39	7/20/2020
TEC Services Consulting Inc	Employee Mileage Expense	WIOA 19	Workforce Development	202.40	7/20/2020
Temperature Equipment Corporation	Repairs and Maint- Equipment	Building Management	General Fund	46.31	7/20/2020
The Clay Companies dba Raise-Rite Concrete Lifting	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	1,066.00	7/20/2020
The Tree House Inc	Office Supplies	Sheriff	General Fund	713.78	7/20/2020
Thomas Engineering Group, LLC	Engineering Services	Transportation	Motor Fuel Local Option	27,852.51	7/20/2020
Thomas Engineering Group, LLC	Engineering Services	Transportation	Transportation Sales Tax	68,634.33	7/20/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	3,306.28	7/20/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	State's Attorney	General Fund	364.32	7/20/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	336.00	7/20/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	3,905.00	7/20/2020
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	11,495.00	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Auditor	General Fund	9.76	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	10.99	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	36.17	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	1.86	7/20/2020
Toshiba Business Solutions, Inc.	Miscellaneous Contractual Exp	Sheriff	General Fund	50.19	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	22.79	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	17.98	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	160.13	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	59.50	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	0.70	7/20/2020
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	14.78	7/20/2020
Toshiba Financial Services	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	86.00	7/20/2020
Town & Country Gardens	Operating Supplies	County Clerk	General Fund	60.98	7/20/2020
Tracie N. Fahnestock	Employee Mileage Expense	Public Defender	General Fund	261.07	7/20/2020
Trane US Inc dba Trane	Repairs and Maint- Equipment	Building Management	General Fund	23.85	7/20/2020
Trane US Inc dba Trane	Repairs and Maint- Buildings	Building Management	General Fund	50.18	7/20/2020
Trane US Inc dba Trane	Repairs and Maint- Buildings	Building Management	General Fund	99.09	7/20/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	7,134.22	7/20/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	5,243.00	7/20/2020
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	5,385.60	7/20/2020
TransUnion Risk & Alternative Data Solutions, Inc.	Investigations	Sheriff	General Fund	171.00	7/20/2020
Tread Corporation	Bomb Squad Supplies	Sheriff	General Fund	14,904.45	7/20/2020
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	1,068.79	7/20/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Building Management	General Fund	3,039.79	7/20/2020
Twin Oaks Landscaping Inc	Repairs and Maint- Grounds	Animal Control	Animal Control	340.00	7/20/2020
Tyrell Ivy	SS Transportation Assistance	WIOA 19	Workforce Development	261.86	7/20/2020
Uline	Public Health Commodities - Coronavirus	Sheriff	General Fund	5,261.92	7/20/2020
Uline	Operating Supplies	Court Services	General Fund	91.23	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	5,404.85	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	1,409.55	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	780.75	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	1,698.00	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	379.90	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	10,800.00	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	779.00	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	94.95	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	2,520.00	7/20/2020
Ultra Strobe Communications Inc	Automotive Equipment	Other- Countywide Expenses	Public Safety Sales Tax	468.07	7/20/2020
USIC Locating Services LLC	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	919.97	7/20/2020
Valley Muffler Shop Inc dba Midas	Repairs and Maint- Vehicles	Court Services	General Fund	609.04	7/20/2020
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	2,388.00	7/20/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	192.94	7/20/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	273.49	7/20/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	417.03	7/20/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	68.07	7/20/2020
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	15.93	7/20/2020
Voiance Language Services, LLC	Per Diem Expense	Judiciary and Courts	General Fund	45.54	7/20/2020
Voiance Language Services, LLC	Accrued Liabilities		911 Emergency Surcharge	149.25	7/20/2020
Vulcan Aluminum	Sign Material	Transportation	County Highway	923.40	7/20/2020
Wagner Investigative Polygraph Service	Operating Supplies	Sheriff	General Fund	100.00	7/20/2020
Wagner Investigative Polygraph Service	Pre-Employ Drug Testing and Labs	Sheriff	General Fund	100.00	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Board	General Fund	27.02	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	983.60	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	753.84	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	193.33	7/20/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Building Management	General Fund	359.60	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	321.30	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	295.80	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	321.30	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	249.42	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	608.70	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	125.05	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	284.06	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	949.66	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	909.87	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	1,019.55	7/20/2020
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	250.44	7/20/2020
Warehouse Direct Office Products	Office Supplies	Human Resource Management	General Fund	102.91	7/20/2020
Warehouse Direct Office Products	Office Supplies	Treasurer/Collector	General Fund	18.48	7/20/2020
Warehouse Direct Office Products	Office Supplies	Treasurer/Collector	General Fund	42.96	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	23.21	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	185.43	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	2.39	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	82.78	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	20.06	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	36.48	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	9.69	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	42.41	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	(42.41)	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	95.72	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	34.39	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	113.46	7/20/2020
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	795.00	7/20/2020
Warehouse Direct Office Products	Public Health Services - Coronavirus	Judiciary and Courts	General Fund	25.20	7/20/2020
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	66.27	7/20/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Circuit Clerk	General Fund	191.95	7/20/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	General Fund	449.41	7/20/2020
Warehouse Direct Office Products	Office Supplies	Public Defender	General Fund	332.21	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	145.49	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	127.01	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Sheriff	General Fund	145.49	7/20/2020
Warehouse Direct Office Products	Public Health Commodities - Coronavirus	Sheriff	General Fund	139.80	7/20/2020
Warehouse Direct Office Products	Office Supplies	Information Technologies	Geographic Information Systems	35.34	7/20/2020
Warehouse Direct Office Products	Office Supplies	Information Technologies	Geographic Information Systems	69.50	7/20/2020
Warehouse Direct Office Products	Office Supplies	Information Technologies	Geographic Information Systems	22.59	7/20/2020
Warehouse Direct Office Products	Office Supplies	Information Technologies	Geographic Information Systems	177.04	7/20/2020
Warehouse Direct Office Products	Office Supplies	State's Attorney	Title IV-D	5,275.58	7/20/2020
Warehouse Direct Office Products	Office Supplies	Coroner	Coroner Administration	109.45	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Animal Control	Animal Control	89.77	7/20/2020
Warehouse Direct Office Products	Office Supplies	Transportation	County Highway	35.88	7/20/2020
Warehouse Direct Office Products	Office Supplies	Transportation	County Highway	28.99	7/20/2020
Warehouse Direct Office Products	Office Supplies	Transportation	County Highway	37.87	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	998.12	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	494.85	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	99.95	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	3,463.95	7/20/2020
Warehouse Direct Office Products	Operating Supplies	Health	County Health	36.10	7/20/2020
Warehouse Direct Office Products	Office Supplies	Operating Pool	Workforce Development	40.65	7/20/2020
Warehouse Direct Office Products	Office Supplies	Operating Pool	Workforce Development	408.60	7/20/2020

CLAIMS PAID REPORT JULY 2020 SUBMITTED FOR COUNTY BOARD INFORMATION

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	407.55	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	54.88	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	585.75	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	106.50	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	99.88	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	101.18	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Building Management	General Fund	53.25	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Sheriff	General Fund	175.85	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Sheriff	General Fund	545.02	7/20/2020
Waste Management of Illinois - West	Equipment Rental	Sheriff	General Fund	195.57	7/20/2020
Waste Management of Illinois - West	Disposal and Water Softener Svrs	Animal Control	Animal Control	101.18	7/20/2020
Waubonsee Community College	Miscellaneous Contractual Exp	WIOA 19	Workforce Development	10,787.11	7/20/2020
Waubonsee Community College	Work Based Learning Activities	WIOA 19	Workforce Development	5,706.85	7/20/2020
Waubonsee Community College	Youth ITA	WIOA 19	Workforce Development	391.92	7/20/2020
Waubonsee Community College	Youth ITA	WIOA 19	Workforce Development	(411.95)	7/20/2020
Waubonsee Community College	Youth Supportive Services	WIOA 19	Workforce Development	550.00	7/20/2020
Waubonsee Community College	Youth ITA	WIOA 19	Workforce Development	294.36	7/20/2020
WBK Engineering, LLC	Engineering Services	Transportation	Transportation Sales Tax	10,982.20	7/20/2020
WBK Engineering, LLC	Engineering Services	Transportation	Transportation Sales Tax	17,165.58	7/20/2020
WCP Financials	Utilities- Electric	Animal Control	Animal Control	106.98	7/20/2020
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	17.98	7/20/2020
West Valley Graphics & Print Inc	Jurors' Expense	Judiciary and Courts	General Fund	480.00	7/20/2020
Wight & Company	Engineering Services	Transportation	Motor Fuel Local Option	42,683.51	7/20/2020
Zahida Fakroddin	Employee Mileage Expense	County Clerk	General Fund	75.90	7/20/2020
Zuelke Law Office (Donald R. Zuelke)	Court Appointed Counsel	Judiciary and Courts	General Fund	4,875.00	7/20/2020
	Trials and Costs of Hearing	Public Defender	General Fund	30.50	7/20/2020
	Trials and Costs of Hearing	Public Defender	General Fund	112.00	7/20/2020
	Trials and Costs of Hearing	Public Defender	General Fund	88.00	7/20/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	1,426.06	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	4,021.98	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	1,392.86	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	626.93	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	875.98	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	2,142.60	7/22/2020
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Transportation	County Highway	536.10	7/22/2020
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	10,384.65	7/24/2020
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	6,355.35	7/30/2020
Total Claims Paid - \$ and #				\$12,093,964.13	1,545



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No. 20 - 296

Restatement And Amendment Of Section 2 Of Ordinance 11-400
Establishing The Judicial And Public Safety Technology Commission (As
Previously Amended) To Establish The Terms Of The Position Of
Chairman

Committee Flow: Judicial/Public Safety Committee, Executive Committee,
Contact: Barbara Garza, 630.208.3834

Budget Information:

Was this item budgeted? N/A	Appropriation Amount:N/A
If not budgeted, explain funding source: N/A	

Summary:

The Judicial Public Safety Strategic Planning and Technology Commission is recommending passage of an ordinance amending their ordinance establishing the Commission. This ordinance is to change the term of the Commission chairman to reflect that the Chairman will be elected by the Commission members at the meeting next following the expiration of the Chair's term.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 20 - 296

**RESTATEMENT AND AMENDMENT OF SECTION 2 OF ORDINANCE 11-400
ESTABLISHING THE JUDICIAL AND PUBLIC SAFETY TECHNOLOGY COMMISSION (AS
PREVIOUSLY AMENDED) TO ESTABLISH THE TERMS OF THE POSITION OF CHAIRMAN**

WHEREAS, Ordinance 11-400 Establishing the Judicial and Public Safety Technology Commission was passed on December 13, 2011 which has been amended from time to time; and

WHEREAS, the Kane County Board now desires to further amend Ordinance 11-400 (as previously amended by Ordinances 14-12, 14-168 and 18-419) to change the terms of the position of Commission Chairman, which is designated by underlining new text and deletions indicated by italics.

NOW, THEREFORE, BE IT ORDAINED by the Kane County Board that Section 2 of Ordinance 11-400 (as amended by Ordinances 14-12, 14-168 and 18-419) be amended as follows.

Section 2. The Commission shall be composed of the following Members:

- i. The County Board Chair
- ii. The County Board Public Safety Chair
- iii. The County Board Finance Chair
- iv. Three County Board Members, appointed by the County Board Chair
- iv. Five Members from the Public at Large, one of whom shall be a licensed attorney practicing in Kane County, appointed by the County Board Chair
- v. The County State's Attorney
- vi. The County Public Defender
- vii. The Chief Judge of the Sixteenth Judicial Circuit
- viii. Two judges presiding in the Sixteenth Judicial Circuit, appointed by the Chief Judge
- ix. The County Sheriff
- x. The Circuit Clerk
- xi. A Member from the Kane County Bar Association, appointed jointly by the County Board Chair and the Chief Judge.

The Chair of the Commission shall be elected from among the Members by a majority vote. The term of Chairman shall commence ~~on December 1st of any year a Chair is elected at the meeting next following the expiration of the outgoing Chairman's two (2)-year term.~~ The term of Chairmanship shall be for two years. The Commission Chair shall designate a Vice-Chair whom shall serve as Chair in case of the unavailability of the Commission Chair.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 JPSSPTC Chair Term



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 297

Approving Release of Covenants, Easements and Restrictions - Kane County Highway Right of Way

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: N/A
If not budgeted, explain funding source: N/A	

Summary:

The County owns a parcel of right of way for Orchard Road at Galena Boulevard in the southeast corner of the intersection used for roadway appurtenances/detention that is part of a lot in a platted subdivision located in the City of Aurora. Other subdivision lot owners have proposed changes to the easements and restrictions affecting all lots. The County has requested that the lot owners exempt the County from the easements and restrictions. The lot owners have agreed to do so by an agreement amending the easements and restrictions. Staff recommends approval.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 297

**APPROVING RELEASE OF COVENANTS, EASEMENTS AND RESTRICTIONS - KANE
COUNTY HIGHWAY RIGHT OF WAY**

WHEREAS, the County of Kane (County) owns in fee simple a parcel of right of way that is a part of Kane County Highway No. 83 (Orchard Road) at its intersection with Galena Boulevard in Aurora, Illinois; said parcel being in the south east quadrant of the intersection, (hereinafter the "Right of Way"; and

WHEREAS, the Right of Way is part of Lot 4 of the West Reimers Subdivision which is part of the North One-Half of Section 19, Township 38 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1992 as Document No. 92K42955, in Kane County, Illinois; and

WHEREAS, there are four (4) lots in said West Reimers Subdivision and Lot 4 therof has been subdivide divided into two lots (Lot 1 of Lot 4 and Lot 2 of Lot 4); the Right of Way Being Lot 1 of Lot 4; and

WHEREAS, various covenants, easements and restrictions apply to lots in the West Reimers Subdivision; said covenants and restriction applying generally to use restrictions, cross lot parking rights, access easements, pylon signs, landscaping and the like; and

WHEREAS, in conjunction with a proposed amendment to the covenants, easements and restrictions of the West Reimers Subdivision by the lot owners thereof (Lot Owners), the County has requested and the Lot Owners have agreed to release the County from said covenants, easements and restrictions pursuant to an agreement among and between the Lot Owners and the County (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Release of Covenants, Easements and Restrictions Agreement for the County Highway Right of Way in the West Reimers Subdivision is hereby approved and that the Kane County Board Chairman is hereby authorized to the execute an agreement therefor.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Galena@Orchard

Sandy Wegman

Kane County Recorder

719 S. Batavia Ave
Building C
Geneva, IL 60134

Prepared by and return to:

Kathleen C. West, Esq.
Dommermuth, Cobine, West,
Philipchuck and Corrigan, Ltd.
111 East Jefferson Avenue
Naperville, Illinois 60540

This Space is for Recorder's Office use only

SECOND AMENDMENT TO EASEMENTS AND RESTRICTIONS AGREEMENT

THIS SECOND AMENDMENT (“Amendment”) is made and entered into on this _____ day of _____, 2020 by and among, **ST. PAUL’S LUTHERAN CHURCH**, Aurora, Illinois, an Illinois Not-For-Profit Corporation, successor to SUPER VALU STORES, INC., a Delaware Corporation, and SUPER VALU HOLDINGS, INC., a Missouri Corporation (“**Lot 1 Owner**”), and **BERGMAN ENTERPRISES, LLC**, an Illinois Limited Liability Company, successor to FIRST MIDWEST BANK, N.A., a national banking association, and FIRST CHICAGO BUILDING CORPORATION, an Illinois Corporation, (“**Lot 2 Owner**”), and **BLACKBERRY HOLDINGS, LLC**, an Illinois Limited Liability Company, successor to NICK POULOS and HARRY POULOS and WEST AURORA LAND CORP., an Illinois Corporation (“**Lot 3 Owner**”).

WITNESSETH:

WHEREAS, Lot 1 Owner is the owner of Lot 1 in West Reimers Subdivision of part of the North One-Half of Section 19, Township 38 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1992 as Document No. 92K42955, in Kane County, Illinois (“**Lot 1**”);

WHEREAS, Lot 2 Owner is the owner of Lot 2 in West Reimers Subdivision of part of the North One-Half of Section 19, Township 38 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1992 as Document No. 92K42955, in Kane County, Illinois (“**Lot 2**”);

WHEREAS, Lot 3 Owner is the owner of Lot 3 in West Reimers Subdivision of part of the North One-Half of Section 19, Township 38 North, Range 8, East of the Third Principal Meridian, according to the Plat thereof recorded June 15, 1992 as Document No. 92K42955, in Kane County, Illinois (“**Lot 3**”);

WHEREAS, the Lot 1 Owner, Lot 2 Owner and Lot 3 Owner (herein collectively the “**Owners**”) desire to amend that certain Easements and Restrictions Agreement dated June 12, 1992 and recorded June 15, 1992 as Document No. 92K42960 in Kane County, Illinois (“**Original Agreement**”) as previously amended by that certain Agreement to Release Restrictions and Easement; Agreement for Signage Easement and Maintenance; and Agreement for Initial

Construction Site Plans dated September 18, 2001 and recorded January 8, 2002 as Document No. 2002K003632 in Kane County, Illinois (“**First Amendment**”) (Original Agreement and First Amendment collectively the “**ERA**”) in the manner set forth herein;

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto do hereby agree for themselves and their respective successors and assigns, including each subsequent Owner, as follows:

Section 1 – Definitions. Each term defined in the ERA shall have the same meaning in this Amendment as is ascribed to it in the ERA unless otherwise expressly defined in this Agreement. All other words and terms shall be construed in accordance with their ordinary and accepted meanings or trade usages, if appropriate, unless the context otherwise requires.

Section 2 – Restrictions.

- A. Section B RESTRICTIONS of the Original Agreement and all amendments to Section B RESTRICTIONS of the Original Agreement or in the First Amendment or otherwise are deleted in their entirety. Notwithstanding anything to the contrary in the ERA, whether in Section B RESTRICTIONS of the Original Agreement or in the First Amendment or otherwise, the ERA is hereby amended to provide that Lot 1 (a “**Lot**”) may be used for any lawful use, except for: (i) a full service sit-down commercial restaurant (the “**Restaurant Restriction**”) (the Restaurant Restriction shall not apply to any food service or restaurant activities which are incidental or accessory to the main use of Lot 1); and (ii) adult entertainment centers, adult bookstores, adult movie theatres, topless clubs, or so called “strip joints” (the “**Adult Entertainment Restriction**”). Notwithstanding anything to the contrary in the ERA, except for the foregoing Restaurant Restriction and Adult Entertainment Restriction, all building and use restrictions in the ERA which affect Lot 1 are deleted in their entirety.
- B. Section B RESTRICTIONS of the Original Agreement and all amendments to Section B RESTRICTIONS of the Original Agreement or in the First Amendment or otherwise are deleted in their entirety. Notwithstanding anything to the contrary in the ERA, whether in Section B RESTRICTIONS of the Original Agreement or in the First Amendment or otherwise, the ERA is hereby amended to provide that Lot 2 and Lot 3 (each a “**Lot**”) may be used for any lawful use, except for: adult entertainment centers, adult bookstores, adult movie theatres, topless clubs, or so called “strip joints” (the “**Adult Entertainment Restriction**”).
- C. Nothing in the ERA, as previously amended, and as amended herein, shall be construed or deemed to convey any cross-parking rights between the Lots. All development of a Lot, or any portion thereof, shall include onsite parking sufficient to satisfy the laws pertaining to parking areas and parking requirements for said Lot without taking into account the parking provided on the other Lots, such that each Lot shall be self-sufficient for vehicular parking, and each Lot shall satisfy all land use and zoning regulations with respect to required parking for the development of such Lot.

- D. Except to the extent previously amended by Section 7 of the First Amendment, the parties hereto agree that the development of Lots 2 and 3 with respect to the construction of any buildings thereon shall be permitted only in accordance with the building envelopes indicated for each such Lot on the Site Plan attached to the First Amendment as Exhibit B.
- E. The access easements as provided for in Section A EASEMENTS Paragraph 1 of the Original Agreement shall be perpetual and survive the termination of the ERA, and can only be terminated with the written agreement of the Lot 1 Owner, the Lot 2 Owner and the Lot 3 Owner.

Section 3 – Pylon Sign on Lot 2.

- A. The portion of the pylon sign on Lot 2 (the “**Lot 2 Sign**”) on which the owner of Lot 1 has the right to place and maintain its sign panel(s) pursuant to Section 5 (second Section 5) of the First Amendment is that portion of the Lot 2 Sign shown with a Cub Foods panel on the depiction of the Lot 2 Sign shown on Exhibit A (page 2 of 2) of the First Amendment.
- B. The easement rights and obligations in Section 5 and 6 (second Section 5 and second Section 6) of the First Amendment for Lot 1 and as set forth in this Section 3 to use the Lot 2 Sign shall be perpetual and survive the termination of the ERA, and can only be terminated with the written agreement of the Lot 1 Owner and the Lot 2 Owner.
- C. Lot 1 Owner will maintain and repair the Lot 2 Sign at its sole cost and expense, provided that each party will pay the cost of stenciling, lettering, painting, fabricating, installing and cleaning its sign panels on the Lot 2 Sign from time to time, and each Owner shall maintain its sign panels in good condition and repair at its cost and expense.
- D. The cost of electricity to the Lot 2 Sign shall be billed directly to and paid for by Lot 1 Owner.
- E. From time to time, Lot 1 Owner shall have the right to install new landscaping around the Lot 2 Sign at the sole cost and expense of Lot 1 Owner. Prior to starting the work, Lot 1 Owner shall get the written approval of the Lot 2 Owner of the plans therefor (the “**Landscape Plans**”), which approval shall not be unreasonably withheld, delayed or conditioned. If Lot 2 Owner fails to deliver reasonable objections in writing to Lot 1 Owner within ten (10) days after receipt of the Landscape Plans, Lot 2 Owner shall be deemed to have approved the Landscape Plans.
- F. Lot 2 Owner grants to Lot 1 Owner a non-exclusive easement over Lot 2 to the extent necessary to allow Lot 1 Owner to comply with its obligations in this Section 3.

Section 4 – Miscellaneous.

- A. No Further Amendment. The Original Agreement as amended by the First Amendment, and this document, is ratified and confirmed. The Lot 3 Owner agrees to be bound by the First Amendment as fully as if the Lot 3 Owner had executed the First Amendment. Except to the limited extent expressly amended and/or modified in this Agreement, each easement, restriction, covenant, condition and other provision contained in the Original Agreement as previously amended by the First Amendment is and shall remain in full force and legal effect and shall be binding upon each Lot and Lot Owner thereof. To the extent any provision contained in this Amendment is contrary to or inconsistent with any provision contained in the Original Agreement as amended by the First Amendment, the provision contained in this Amendment shall be paramount and controlling and the Original Agreement as amended by the First Amendment shall be construed consistent therewith.
- B. Severability. Invalidation of any provision contained in this Amendment or of the application thereof to any person by judgment or court order shall in no way affect any other provision contained in this Amendment or the application thereof to any other person, and the same shall remain in full force and effect.
- C. Governing Law. This Amendment shall be interpreted and enforced in accordance with the laws of the State of Illinois.
- D. Counterpart Signatures. This Amendment may be executed in several counterparts, each of which when so executed and delivered, shall be deemed an original, and all of which, when taken together, shall constitute one and the same instrument, even though all Owners are not signatories to the same counterpart. Furthermore, the Owners may execute and deliver this Amendment by electronic means such as .pdf or similar format. Each of the Owners agrees that the delivery of the Amendment by electronic means will have the same force and effect as delivery of original signatures and that each of the Owners may use such electronic signatures as evidence of the execution and delivery of the Amendment by all Owners to the same extent as an original signature.
- E. Release of Lot 4 from ERA. West Reimers Subdivision, the plat of which was recorded on June 15, 1992 as Document No. 92K42955 in Kane County, Illinois, consists of four lots. The Original Agreement only subjected Lots 1, 2 and 3 of West Reimers Subdivision to the terms of the Original Agreement and the Original Agreement was only executed by the Owners of Lots 1, 2 and 3. The owner of Lot 4 of West Reimers Subdivision (“**Lot 4**”) never executed the Original Agreement nor the First Amendment.

Lot 4 of West Reimers Subdivision was resubdivided into two lots pursuant to West Reimers Resubdivision No. 1, the plat of which was recorded on November 9, 1993 as Document No. 93K88913 in Kane County, Illinois (“**Lot 4 Resubdivision**”). Lot 1 of Lot 4 Resubdivision is owned by the County of Kane, a body corporate and politic of the State of Illinois (“**Kane County**”). Lot 2 of Lot 4 Resubdivision is owned by St. Paul’s, The First Evangelical Lutheran

Church of Aurora, Illinois (“**St. Paul’s**”). Kane County and St. Paul’s are herein referred to as “Lot 4 Owners.”

In order to clarify the status of the Lot 4 Owners and Lot 4, the Lot 1 Owner, Lot 2 Owner and Lot 3 Owner state and agree as follows:

- a. Lot 4 and the Lot 4 Owners (i) are released from the ERA as fully as if the Lot 4 Owners predecessor-in-interest had not signed the ERA and (ii) have no further obligations or rights under the ERA and (iii) the terms of this Release of Lot 4 from the ERA are incorporated into the ERA.
- b. Lot 4 and the Lot 4 Owners have fully satisfied all of Lot 4 and the Lot 4 Owners’ obligations under the ERA, and the Lot 1 Owner, Lot 2 Owner and Lot 3 Owner hereby irrevocably and unconditionally release Lot 4 and the Lot 4 Owners from any and all claims, charges, complaints, damages, actions, causes of action, debts, suits, rights, demands or expenses (including, without limitation, any and all claims for reasonable attorney fees and costs incurred) of any nature whatsoever arising directly or indirectly out of or in any way related to the ERA or any use restriction contained in the Lot 4 Resubdivision.
- c. This Release is fully binding on each Owner.

[SIGNATURES CONTINUE ON NEXT PAGE]

LOT 1 OWNER

**ST. PAUL'S LUTHERAN CHURCH, Aurora,
Illinois, an Illinois Not-For-Profit Corporation**

By: _____

Title: _____

**STATE OF ILLINOIS
COUNTY OF _____**

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, of St. Paul's Lutheran Church, an Illinois Not-For-Profit Corporation, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for and as the act of the Not-For-Profit Corporation. Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or Printed Name of Notary Public

My commission expires:

Official Notary Stamp

[SIGNATURES CONTINUE ON NEXT PAGE]

LOT 2 OWNER

**BERGMAN ENTERPRISES, LLC, an Illinois
Limited Liability Company**

By: _____

Title: _____

**STATE OF ILLINOIS
COUNTY OF _____**

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, of Bergman Enterprises, LLC, an Illinois Limited Liability Company, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for and as the act of the Limited Liability Company. Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or Printed Name of Notary Public

My commission expires:

Official Notary Stamp

[SIGNATURES CONTINUE ON NEXT PAGE]

LOT 3 OWNER

**BLACKBERRY HOLDINGS, LLC, an Illinois
Limited Liability Company**

By: _____

Title: _____

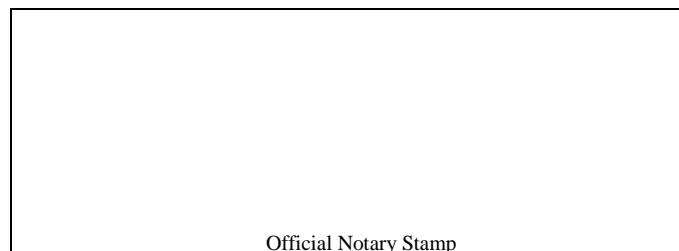
STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, of Blackberry Holdings, LLC, an Illinois Limited Liability Company, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for and as the act of the Limited Liability Company. Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or Printed Name of Notary Public

My commission expires:



Official Notary Stamp

[SIGNATURES CONTINUE ON NEXT PAGE]

CONSENT OF LOT 4 OWNERS

The County of Kane, a body corporate and politic of the State of Illinois and St. Paul's, The First Evangelical Lutheran Church of Aurora, Illinois ("Lot 4 Owners") as the owners of all the property in West Reimers Resubdivision No. 1 recorded on November 9, 1993, as Document No. 93K88913, in Kane County, Illinois (which property is a subdivision of Lot 4 in West Reimers Subdivision (herein "Lot 4")) hereby consent to the Release of Lot 4 from ERA as provided in Section 4, Paragraph E.

COUNTY OF KANE, a body corporate and politic of the State of Illinois

By: _____

Title: _____

STATE OF ILLINOIS COUNTY OF KANE

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, of the County of Kane, a body corporate and politic of the State of Illinois, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for and as the act of the County of Kane. Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or Printed Name of Notary Public

My commission expires:

Official Notary Stamp

[SIGNATURES CONTINUE ON NEXT PAGE]

**ST. PAUL'S, THE FIRST EVANGELICAL
LUTHERAN CHURCH OF AURORA,
ILLINOIS**

By: _____

Title: _____

STATE OF ILLINOIS
COUNTY OF _____

I, _____, a Notary Public of the County and State aforesaid, do hereby certify that _____, of the St. Paul's, The First Evangelical Lutheran Church of Aurora, Illinois, personally appeared before me this day and acknowledge the due and voluntary execution of the foregoing instrument for and as the act of the County of Kane. Witness my hand and official seal this _____ day of _____, 2020.

Notary Public

Typed or Printed Name of Notary Public

My commission expires:

Official Notary Stamp

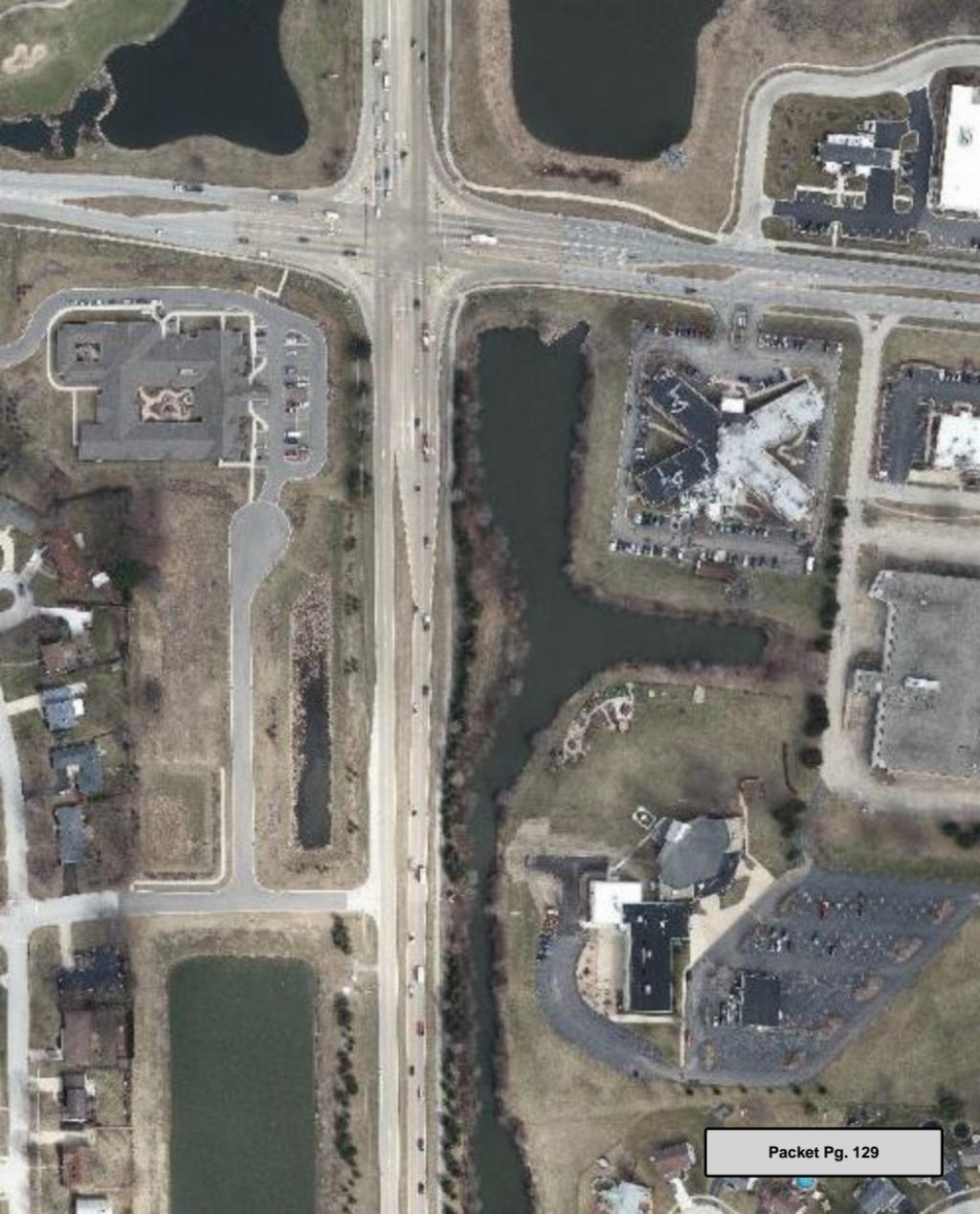
LEGAL DESCRIPTON

WEST REIMERS SUBDIVISION

LOTS 1, 2, 3 AND 4 (INCLUSIVE) IN WEST REIMERS SUBDIVISION OF PART OF THE NORTH 1/2 SECTION 19, TOWNSHIP 39 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN, ACCORDING TO THE PLAT THEREOF RECORDED JUNE 15, 1992 AS DOCUMENT NO. 92K42955, IN KANE COUNTY, ILLINOIS.

PERMANENT PARCEL NUMBERS/ADDRSSES

15-19-180-004	55 South Constitution Drive Aurora, Illinois 60506
15-19-180-007	2240 West Galena Boulevard Aurora, Illinois 60506
15-19-180-008	2200 West Galena Boulevard Aurora, Illinois 60506
15-19-180-002	2290 West Galena Boulevard Aurora, Illinois 60506
15-19-180-005	6.44 acres located at the southeast corner of Galena Boulevard and Orchard Road, Aurora, Illinois
15-19-180-006	0.017 acres located on the east side of Orchard Road south of Galena Boulevard, Aurora, Illinois





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 298

Approving Acquisition of Right of Way and Appropriation of Funds for the Forest Preserve District of Kane County Agreement, Kirk Road over the Union Pacific Railroad, Kane County Section No. 12-00192-04-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$125,000.00
If not budgeted, explain funding source: N/A	

Summary:

Attached is a proposed intergovernmental agreement with the Forest Preserve District of Kane County (District) that addresses the County's plan to improve the Kirk Road Bridge over the Union Pacific Railroad adjacent to and along the limits of the District's Events Center. The agreement contemplates land acquisition from the District at an estimated cost of \$100,000 and includes mitigation and other improvements to offset impacts to the District's property with an estimated cost of \$598,000.00.

Pursuant to Resolution No. 20-61 the County Board previously appropriated \$573,000.00 for the remediation of right of way acquisition impacts among other things for the project. The resolution appropriates an additional \$25,000.00 which includes about a 10% contingency for the proposed Events Center improvements and \$100,000 for the land acquisition from the District.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 298

**APPROVING ACQUISITION OF RIGHT OF WAY AND APPROPRIATION OF FUNDS FOR
THE FOREST PRESERVE DISTRICT OF KANE COUNTY AGREEMENT, KIRK ROAD OVER
THE UNION PACIFIC RAILROAD, KANE COUNTY SECTION NO. 12-00192-04-BR**

WHEREAS, the Illinois Constitution of 1970, Article VII, Section 10 and the Illinois Compiled Statutes (5 ILCS 220/1, *et seq.*) authorizes the County of Kane (hereinafter the "County") and the Forest Preserve District of Kane County (hereinafter the "District") to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County plans to improve the Kane County Highway No. 77 (Kirk Road) Bridge over the Union Pacific Railroad Company's tracks on the east side of Geneva, Illinois, according to the approved plans and specifications therefor (hereinafter the "Project"). Parts of the proposed Project are adjacent to and along the limits of part of the District's Kane County Events Center; and

WHEREAS, the Project requires the acquisition of permanent right of way in fee simple (hereinafter the "Right of Way") and grants of two temporary construction easements (hereinafter "Temporary Easements") by the County from the District, the estimated cost of which is \$100,000.00 as described in the Intergovernmental Agreement with the Forest Preserve District; and

WHEREAS, pursuant to Resolution No. 20-61 the County previously appropriated funds for the remediation of right of way acquisition impacts among other things for the Project and updated engineer's estimates for the Project now require an upward adjustment in the appropriation in the amount of twenty five thousand dollars (\$25,000.00) from \$573,000.00 to \$598,000.00 which includes contingency; and

WHEREAS, the Project is deemed by the County and the District to be of immediate benefit to the residents of the County of Kane and the State of Illinois in that it shall facilitate the efficient movement of traffic and shall provide for the safety of the public; and

WHEREAS, the County and the District have determined a mutually satisfactory allocation of costs and responsibilities for the required Right of Way and the Temporary Easements for the Project as set forth in an Intergovernmental Agreement therefor between the County and the District therefor (a copy of which is on file with the County Clerk's Office).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Intergovernmental Agreement for the Acquisition of Right of Way for the Project with the Forest Preserve District of Kane County is hereby approved and that the Kane County Board Chairman is hereby authorized to execute an agreement and any associated documents therefor.

BE IT ALSO RESOLVED by the Kane County Board that the sum of One Hundred Thousand Dollars (\$100,000.00) be appropriated from the Motor Fuel Tax Fund #302, Line Item #74010 (Highway Right of Way), for the Project.

BE IT FURTHER RESOLVED by the Kane County Board that the additional sum of Twenty Five Thousand Dollars (\$25,000.00) be appropriated from the Transportation Sales Tax Fund #305, Line Item #73000 (Road Construction), for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
302.520.522.74010	Highway Right of Way	Yes	Yes	
305.520.527.73000	Road Construction	Yes	Yes	

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 FPDKCKrkUPRR

**INTERGOVERNMENTAL AGREEMENT
BETWEEN THE COUNTY OF KANE
AND THE KANE COUNTY FOREST PRESERVE DISTRICT
KIRK ROAD OVER UNION PACIFIC RAILROAD
BRIDGE IMPROVEMENT**

This Agreement, entered into by and between the County of Kane, a body corporate and politic of the State of Illinois (hereinafter "County"), and the Forest Preserve District of Kane County, a downstate forest preserve district of the State of Illinois (hereinafter the "District"). The County and the District are each sometimes hereinafter individually referred to as a "Party" and collectively as the Parties".

WITNESSETH:

WHEREAS, the County and the District are public agencies within the meaning of the Illinois Intergovernmental Cooperation Act, as provided in the Illinois Compiled Statutes, 5 ILCS 220/1 *et. seq.*; and are units of local government within the meaning of the Constitution of Illinois, 1970, Article VII, Section 10; and,

WHEREAS, the District owns certain real property utilized as and for the Philip B. Elfstrom Events Center in the Township of Geneva, County of Kane, State of Illinois (hereinafter the "Events Center"); and,

WHEREAS, the County desires to improve the Kane County Highway No. 77 (Kirk Road) Bridge over the Union Pacific Railroad by removing and replacing the bridge structure among other things, (hereinafter collectively the "Improvement") according to the approved plans and specifications therefor. Parts of the Improvement are adjacent to the Events Center; and

WHEREAS, in order to successfully complete the Improvement the County needs to acquire from the District a narrow portion of the District's Event Center property along Kane County Highway No. 77 (Kirk Road); and

WHEREAS, the District desires to plan for the continued and future development and use of the Events Center for the benefit of the citizens of Kane County; and

WHEREAS, the County and the District desire to co-operate amongst themselves in order to facilitate their respective statutory responsibilities and duties.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties, both the County and the District covenant, agree and bind themselves as follows, to wit:

A. RIGHT OF WAY ACQUISITION

1. The District agrees to grant and convey in fee simple to the County and the County shall

accept from the District the permanent right of way (hereinafter the "Permanent Right of Way"), the area of which is legally described in Exhibit "A" which exhibit is attached hereto and incorporated herein. The real property legally described in Exhibit "A" is hereinafter referred to as the "Permanent Right of Way".

2. The District further agrees to grant and convey to the County and the County shall accept from the District a temporary construction easement, (hereinafter the "Temporary Construction Easement"), the areas of which are described in Exhibit "B" which exhibit is attached hereto and incorporated herein. The real property legally described in Exhibit "B" is hereinafter referred to as the "Temporary Easement Premises".
3. The District hereby warrants its fee simple ownership of the Permanent Right of Way and Temporary Easement Premises.
4. As consideration for the conveyance of the Permanent Right of Way and the grant of the Temporary Construction Easement, the County shall cause the Permanent Right of Way and the Temporary Easement to be appraised; the collective valuation of which shall hereinafter be referred to as the "Land Value". The Land Value may be added to or subtracted from funds paid to the District pursuant to Section C "Financial" as provided for therein.
5. For purposes of mitigating the impacts of the County's acquisition of the Permanent Right of Way and the Temporary Easements aforesaid on the Events Center, the County agrees to pay the cost of, and has provided engineering design and construction services and plans to mitigate said impacts. For purposes of defraying the cost of the Permanent Right of Way and the Temporary Easements to the County, the County agrees to pay the cost of and has provided engineering design and construction services to upgrade existing, and design new improvements. The mitigation improvements and the upgrade improvements are hereinafter collectively referred to as the "Enhancements". The Enhancements will be located within the limits of the Events Center in conformance with the plans and specifications as set forth in Exhibit "C" (hereinafter collectively the "Plans") which are attached hereto and incorporated herein, Engineering design for the Enhancements included the following engineering services paid for by the County;
 - a) Plan preparation for road rehabilitation and partial relocation; and
 - b) Topographic surveys; and
 - c) Tree surveys; and
 - d) Environmental assessment; and
 - e) Wetland delineation and USAC jurisdictional determination of onsite wetlands; and
 - f) Geometric design for relocated road and parking areas; and
 - g) Erosion control plan; and
 - h) Landscaping plan; and
 - i) Utility coordination and permitting.
6. The Enhancements within the Events Center as depicted in Exhibit "C" shall be constructed

and paid by the District as hereinafter provided and shall consist of the following improvements:

- a) New access improvements; and
- b) The addition of a parking area near the Event's Center band shell; and
- c) Two improved and expanded parking areas in the northwest corner of the Temporary Easement Premises; and
- d) Relocation of the maintenance road; and
- e) Removal of a portion of the existing maintenance road pavement and aggregate driveway to the maintenance yard; and
- f) A new paved driveway to the maintenance yard.
- g) Trees and landscaping at the band shell
- h) Resurfacing the parking area at the northwest corner of the property.

7. The County and the District acknowledge and agree that the Enhancements include upgrades beyond and in addition to the improvements otherwise required as mitigation for the impacts of the acquisition of the Permanent Right of Way and the Temporary Easements on the Events Center.

8. Closing for the conveyance of the Permanent Right of Way and the grant of Temporary Construction Easement and possession thereof shall be at 1:00 p.m. on or before September 30, 2020. Said closing shall be at the offices of the County or as otherwise agreed to by the Parties. The closing and possession date is legally significant to both the County and the District. The Parties understand that when this Agreement is signed by both the County and the District, closing and possession may only be changed by mutual agreement of the Parties.

9. The County, at its sole cost, shall prepare a plat of survey for the Permanent Right of Way and a plat of survey for the Temporary Construction Easement Premises and shall also prepare for the signature of the District and the signature of the County, which will be executed by the District and the County at closing, in the same form and substance as set forth in Exhibit "D", the warranty deed for the Permanent Right of Way and the grant of Temporary Construction Easement Agreement in the same form and substance as set forth in Exhibit "E" and any other documents as required by the County, the District and the Internal Revenue Code. The County shall also be responsible for obtaining title commitments for the Permanent Right of Way and Temporary Easement Premises at the sole cost of the County.

10. The District agrees to leave the Permanent Right of Way and Temporary Easement Premises in a clean and orderly condition. All refuse and personal matter on the Permanent Right of Way and Temporary Easement Premises shall be removed at the District's expense prior to the date of possession by the County.

11. The District represents that no notice has been received of any zoning, building, fire or health code violations, environmental regulation or of any pending special assessment proceedings affecting the Permanent Right of Way and Temporary Easement Premises.

12. The date of this Contract shall be the last date of acceptance of this Agreement as provided herein below.
13. District hereby represents and warrants to the County as follows, which representations and warranties shall be deemed remade by District to County at the closing.
 - (a) To District's knowledge, there is no pending or threatened litigation affecting the Permanent Right of Way and Temporary Easement Premises or to the best knowledge and belief of District is any such litigation contemplated by any party;
 - (b) The District has received no notice of, and has no actual knowledge of, any change that is contemplated with respect to the zoning of the Permanent Right of Way and Temporary Easement Premises or of the availability of utility services to the Permanent Right of Way and Temporary Easement Premises or any violation of any existing law, municipal ordinance or other governmental regulation, contemplated or threatened condemnation, or any other matter which would affect the Permanent Right of Way and Temporary Easement Premises;
 - (c) The District has the authority to execute and perform the terms of this Agreement; and,
 - (d) The District has not received notice of any violations of local, state or federal laws including environmental laws, rules or regulations concerning the Permanent Right of Way and/or Temporary Easement Premises.

14. From and after the date hereof and so long as this Agreement is in effect, the District shall not, without County's prior written consent, execute any lease, license, contract, easement or other agreement affecting the Permanent Right of Way that will survive the Closing. From and after the date hereof and so long as this Agreement is in effect, the District shall not, without County's prior written consent, execute any lease, license, contract, easement or other agreement affecting the Temporary Easement Premises that will survive the Closing until completion of the construction of the Enhancements by the County as contemplated by this Agreement.

B. CONSTRUCTION

1. The District shall let and award a contract for the construction of the Enhancements. During construction of the Enhancements, the County shall provide at the County's cost construction engineering services therefor, utilizing its own forces.
2. The County has sought and received the District's input regarding the design and configuration of the Exhibit "C" Enhancements'.
3. The County has received its engineer's estimate of probable cost for the construction of the Enhancements for \$586,867.70, (hereinafter the "Engineer's Estimate").
4. The County and the District agree that as soon as practicable, but no later than sixty (60) days after the District, receives the payment of the Engineer's Estimate from the County,

will publicly and competitively advertise and receive bids for the construction of the Enhancements.

5. After advertising for and receipt of bids for the construction of the Enhancements, the District shall, if the lowest responsible bid exceeds the Engineer's Estimate, obtain from the Kane County Engineer prior to award of a contract therefor, the County Engineer's agreement as to whether to award or reject the bid. The County Engineer's agreement shall not be unreasonably withheld. Award of the bid shall be to the lowest responsible bidder(s) in accordance with the Illinois Prevailing Wage Act and any other applicable state and federal laws and regulations.

C. FINANCIAL

1. Prior to the advertising and receipt of bids for the construction of the Enhancements by the District, the County shall pay to the District the amount of the Engineer's Estimate as provided in Exhibit "C", (\$586,867.70).
2. If the District's awarded contract price:
 - i), is greater than the Engineer's Estimate and subsequently approved by the Kane County Engineer, then the County will pay the difference between the amount of the awarded contract price and the Engineer's Estimate to the District within 30 days of receipt of an invoice therefor and the District shall commence construction of the Enhancements; or
 - ii) is substantively greater than the Engineer's Estimate and is not subsequently approved by the Kane County Engineer, and if the scope of the project is modified as mutually agreeable by the District, then the District shall re-bid the construction of the Enhancements by again advertising of and receipt of bids therefor after which Parties will repeat the provisions of and comply with paragraphs 1 and 2 of this Section; or
 - iii) if the project comes in under budget upon completion the District shall refund the County within 60 days the remaining difference minus any District expenses.
3. The Parties acknowledge and agree that the Engineer's estimate (\$586,867.70) for the construction of the Enhancements is comprised of two estimated component figures; i) \$300,000.00 for the estimated cost to mitigate the impacts of the acquisition of the Permanent Right of Way and the Temporary Easements, (the "Mitigation Component") and, ii) \$286,867.70 for the estimated cost of additional upgrades to the Events Center, (the "Upgrade Component").
4. In addition to the amount to be paid by the County to the District for the construction of the Enhancements as described above; for purposes of determining compensation for the acquisition of the Permanent Right of Way and the Temporary Easements, the County

will pay at the date and time of closing to the District an amount of no less than \$100,000.00. Said \$100,000.00 compensation amount may be increased if the Land Value (as afore described) exceeds the final contract price of the Upgrade Component as determined by the approved bid tabs therefor by more than \$100,000.00, in which event the final amount of the payment for the Permanent Right of Way and the Temporary Easements shall then be based upon the difference between the Land Value and the sum of the awarded bid tabs for the Upgrade Component plus \$100,000.00, which difference shall be paid by the County and accepted by the District as full and final compensation for the acquisition of the Permanent Right of Way and the Temporary Easements.

5. The County shall provide construction engineering for the construction of the Enhancements at no cost to the District.

D. GENERAL

1. The District acknowledges that the County shall have no interest in or responsibility for the Enhancements and the District further acknowledges and agrees that the District shall have ownership of and maintenance responsibility for the Enhancements.
6. This Agreement may be amended only in writing upon the signatures of the Parties.
7. This Agreement is executed and submitted by the District as of the date set forth below. A duplicate original of this Contract, duly executed by the District shall be delivered to the County not later than 5 business days from such date.
8. This Agreement shall be effective upon approval by the respective legislative bodies of the County and the District.
9. The Parties acknowledge and agree that in the event that any section, paragraph, subdivision or sentence of this Agreement shall be for any reason held invalid or to be unconstitutional, such decision or holding shall not affect the validity of the remainder of this Agreement.
10. Any and all notices given pursuant to this Agreement shall be in writing and signed by the attorney for the District and the attorney for the County and shall be given by certified mail or in person at the addresses herein below. Notice to any one of a multiple person Party shall be notice to all.

To the County:
Carl Schoedel, Director
41W011 Burlington Road
St. Charles, Illinois 60175

To the District:
Monica Meyers, Executive Director
1996 South Kirk Road, Suite 320
Geneva, Illinois 60134

11. The preambles as set forth hereinabove are incorporated into and made a substantive part of this Agreement.

12. The provisions of this Agreement shall survive the closing.

IN WITNESS WHEREOF, the County of Kane has executed this Agreement as of the ___ day of September 2020 at Geneva, Illinois.

COUNTY OF KANE

BY: _____
Christopher Lauzen, County Board Chairman

ATTEST:

John A. Cunningham, County Clerk

IN WITNESS WHEREOF, the District has executed this Agreement as of the ___ day of September 2020 at Geneva, Illinois.

FOREST PRESERVE DISTRICT OF KANE COUNTY

BY: _____
Michael Kenyon, President

ATTEST:

Susan Starrett, Secretary

EXHIBIT LIST

EXHIBIT "A" Permanent Right of Way Legal Description and Plat

EXHIBIT "B".....Temporary Easement Premises Legal Description and Plat

EXHIBIT "C" Plans, Profile and Specifications / Enhancements

EXHIBIT "D"Warranty Deed - Permanent Right of Way

EXHIBIT "E"Temporary Easement Agreement

DRAFT

EXHIBIT "A"

Parcel: 0006
Route: Kirk Road
Job No.: R-91-043-13
County: Kane
Station: 107+50.22 to 117+37.50
P.I.N.: 12-12-152-026 &
12-12-152-027

That part of the west half of the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian and Shulski's Subdivision which lies south of the Union Pacific Railroad right-of-way and west of Kirk Road right-of-way and east of North Lane Road right-of-way and north of Cherry Lane right-of-way in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Beginning at the intersection of the south line of said Union Pacific Railroad right-of-way with the westerly right-of-way line of Kirk Road; thence South 00 degrees 34 minutes 19 seconds East, 987.28 feet along said westerly line of Kirk Road to a jog in said line; thence South 89 degrees 25 minutes 41 seconds West, 48.00 feet along said jog and the extension thereof; thence North 00 degrees 34 minutes 19 seconds West, 424.78 feet; thence North 89 degrees 25 minutes 48 seconds East, 19.00 feet; thence North 00 degrees 34 minutes 19 seconds West, 562.20 feet to said south line of Union Pacific Railroad; thence North 88 degrees 49 minutes 41 seconds East, 29.00 feet along said south line to the Point of Beginning.

Said parcel contains 0.842 acre, more or less.

Temporary Construction Fenceline NOCER-2 -

Permanent Right of Way (Permit) Acquisition

Retailing Kirk Road Canterbury

EXHIBIT "B"

Parcel: 0006 TE-1
Route: Kirk Road
Job No.: R-91-043-13
County: Kane
Station: 111+75.00 to 117+37.20
P.I.N.: 12-12-152-026 &
12-12-152-027

That part of the west half of the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian and Shulski's Subdivision which lies south of the Union Pacific Railroad right-of-way and west of Kirk Road right-of-way and east of North Lane Road right-of-way and north of Cherry Lane right-of-way in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Commencing at the intersection of the south line of said Union Pacific Railroad right-of-way with the westerly right-of-way line of Kirk Road; thence South 88 degrees 49 minutes 41 seconds West, 29.00 feet along said south line to the Point of Beginning; thence continuing South 88 degrees 49 minutes 41 seconds West, 15.00 feet along said south line; thence South 00 degrees 34 minutes 19 seconds East, 562.04 feet; thence North 89 degrees 25 minutes 48 seconds East, 15.00 feet; thence North 00 degrees 34 minutes 19 seconds West, 562.20 feet to the Point of Beginning.

Said parcel contains 0.194 acre, more or less.

Parcel: 0006 TE-2
Route: Kirk Road
Job No.: R-91-043-13
County: Kane
Station: 105+44.50 to 111+75.00
P.I.N.: 12-12-152-026 &
12-12-152-027

That part of the west half of the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian and Shulski's Subdivision which lies south of the Union Pacific Railroad right-of-way and west of Kirk Road right-of-way and east of North Lane Road right-of-way and north of Cherry Lane right-of-way in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Commencing at the intersection of the south line of said Union Pacific Railroad right-of-way with the westerly right-of-way line of Kirk Road; thence South 88 degrees 49 minutes 41 seconds West, 44.00 feet along said south line; thence South 00 degrees 34 minutes 19 seconds East, 562.04 feet; thence South 89 degrees 25 minutes 48 seconds West, 4.00 feet to the Point of Beginning; thence continuing South 89 degrees 25 minutes 48 seconds West, 60.00 feet; thence South 00 degrees 34 minutes 19 seconds East, 100.00 feet; thence South 89 degrees 25 minutes 41 seconds West, 235.00 feet; thence South 00 degrees 34 minutes 19 seconds East, 284.99 feet; thence North 89 degrees 25 minutes 48 seconds East, 180.75 feet; thence South 00 degrees 34 minutes 19 seconds East, 241.81 feet to the north line of Cherry Lane; thence South 89 degrees 26 minutes 20 seconds East, 120.02 feet along said north line to the west line of Kirk Road; thence North 00 degrees 34 minutes 19 seconds West, 204.39 feet along said west line; thence South 89 degrees 25 minutes 41 seconds West, 5.75 feet; thence North 00 degrees 34 minutes 19 seconds West, 424.78 feet to the Point of Beginning.

Said parcel contains 2.732 acres, more or less.

Existing Effective Property Line

Panoramic Construction Basement 0006-L-1

Permanent Right of Way

Permanent Right of Way

-2-

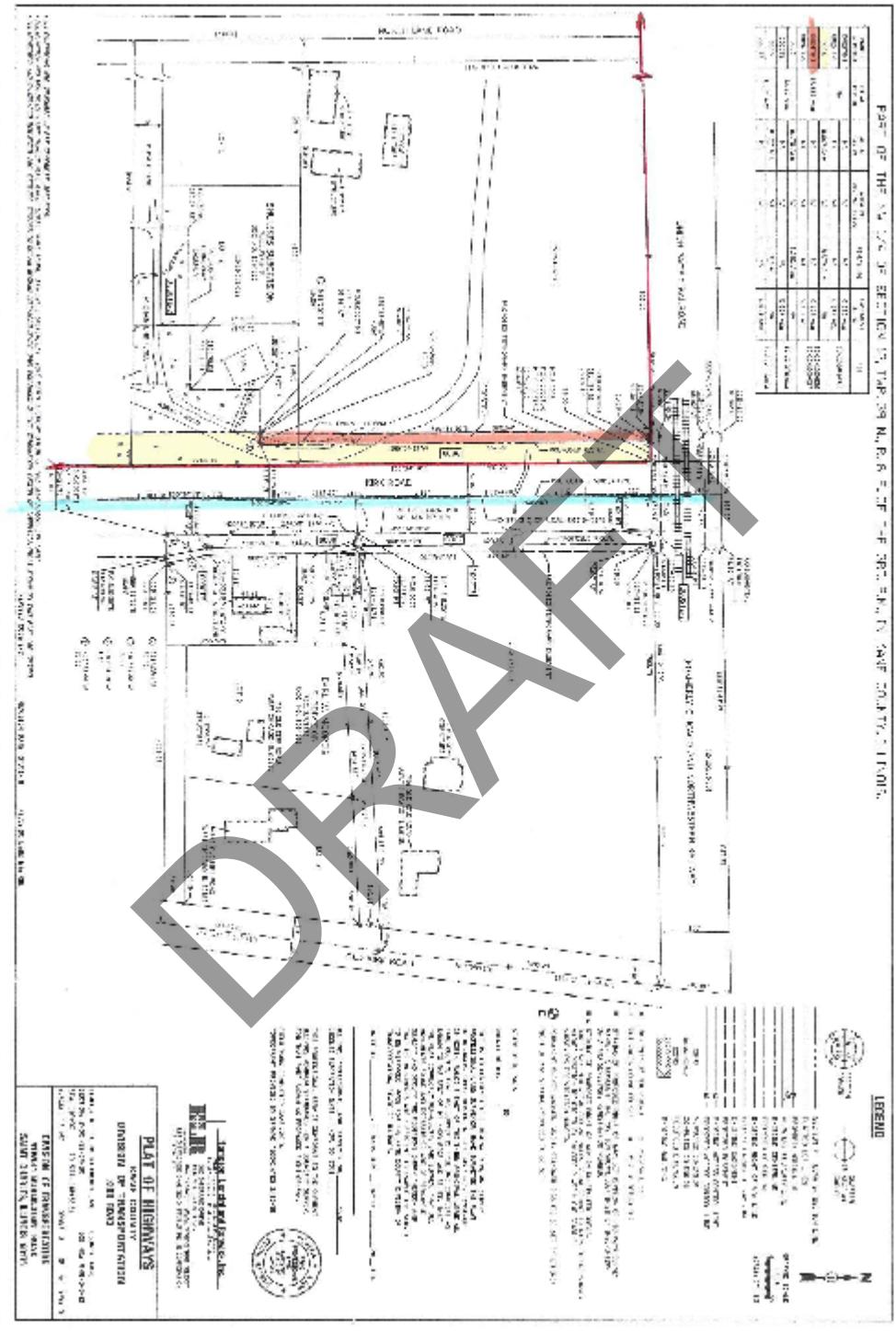


EXHIBIT "C"

"The full set of plans have been provided and are incorporated into the IGA by this reference."



KANE COUNTY

Project: Maintenance Road Relocation & I
 Route: Maintenance Road
 Agency: Kane County DOT
 County: Kane

Estimate of Cost

Code Number	Item	Unit of Measure	Quantity	Unit Price	Total Cost
20200100	EARTH EXCAVATION	CU YD	1,423	\$45.00	\$64,035.00
20201200	REMOVAL AND DISPOSAL OF UNSUITABLE MATERIAL	CU YD	272	\$45.00	\$12,340.00
20100110	TREE REMOVAL (8 TO 16 UNITS DIAMETER)	UNIT	173	\$25.00	\$4,325.00
20100210	TREE REMOVAL (OVER 16 UNITS DIAMETER)	UNIT	226	\$30.00	\$6,780.00
20101200	TREE ROOT PRUNING	EACH	25	\$50.00	\$1,250.00
20101100	TREE TRUNK PROTECTION	EACH	20	\$105.00	\$2,100.00
28001100	TEMPORARY EROSION CONTROL BLANKET	SQ YD	4,947	\$1.00	\$4,947.00
28100105	STONE RIPRAP, CLASS A3	SQ YD	91	\$100.00	\$9,100.00
28200200	FILTER FABRIC	SQ YD	100	\$5.00	\$500.00
21001000	GEOTECHNICAL FABRIC FOR GROUND STABILIZATION	SQ YD	401	\$2.00	\$802.00
21101825	TOPSOIL FURNISH AND PLACE, 6"	SQ YD	4,947	\$6.00	\$29,682.00
25000210	SEEDING, CLASS 2A	ACRE	1.02	\$2,500.00	\$2,550.00
25000400	NITROGEN FERTILIZER NUTRIENT	POUND	92.0	\$3.00	\$276.00
25000800	POTASSIUM FERTILIZER NUTRIENT	POUND	92.0	\$3.00	\$276.00
26100630	EROSION CONTROL BLANKET	SQ YD	4,947	\$1.00	\$4,947.00
28000400	PERIMETER EROSION BARRIER	FOOT	1,855	\$3.00	\$5,565.00
30300001	AGGREGATE SUBGRADE IMPROVEMENT	CU YD	133	\$50.00	\$6,650.00
30300112	AGGREGATE SUBGRADE IMPROVEMENT 12"	SQ YD	4,005	\$15.00	\$60,075.00
35102000	AGGREGATE BASE COURSE, TYPE B, 8"	SQ YD	392	\$13.00	\$5,096.00
40600290	BITUMINOUS MATERIALS (TACK COAT)	POUND	4,457	\$0.10	\$445.70
40600626	LEVELING BINDER (MACHINE METHOD), NS0	TON	161	\$85.00	\$13,685.00
40600300	HOT-MIX ASPHALT BINDER COURSE, IL-18.0, NS0	TON	542	\$85.00	\$46,070.00
40600335	HOT-MIX ASPHALT SURFACE COURSE, MIX "D", NS0	TON	740	\$100.00	\$74,000.00
42400200	PORTLAND CEMENT CONCRETE SIDEWALK 6 INCH	SQ FT	180	\$8.00	\$1,440.00
44000100	PAVEMENT REMOVAL	SQ YD	3,958	\$15.00	\$59,370.00
44000160	HOT-MIX ASPHALT SURFACE REMOVAL, 2 3/4"	SQ YD	2,459	\$4.00	\$9,836.00
44201737	CLASS D PATCHES, TYPE I, 8 INCH	SQ YD	12	\$100.00	\$1,200.00
44201741	CLASS D PATCHES, TYPE II, 8 INCH	SQ YD	38	\$100.00	\$3,800.00
44201745	CLASS D PATCHES, TYPE III, 8 INCH	SQ YD	55	\$100.00	\$5,500.00
44201747	CLASS D PATCHES, TYPE IV, 8 INCH	SQ YD	37	\$100.00	\$3,700.00
60106220	PIPE CULVERT REMOVAL	FOOT	68	\$20.00	\$1,360.00
6421867	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 12"	EACH	4	\$775.00	\$3,100.00
64213860	PRECAST REINFORCED CONCRETE FLARED END SECTIONS 16"	EACH	4	\$800.00	\$3,200.00
642A1667	PIPE CULVERTS, CLASS A, TYPE 2, 12"	FOOT	49	\$100.00	\$4,900.00
642A1680	PIPE CULVERTS, CLASS A, TYPE 2, 16"	FOOT	50	\$100.00	\$5,000.00
67100100	MOBILIZATION	L SUM	1.0	\$12,000.00	\$12,000.00
70107025	CHANGEABLE MESSAGE SIGN	CAL DA	20	\$30.00	\$600.00
72000100	SIGN PANEL - TYPE 1	SQ FT	10	\$30.00	\$300.00
72000100	METAL POST - TYPE A	FOOT	35	\$15.00	\$525.00
78001100	PAINT PAVEMENT MARKING - LETTERS AND SYMBOLS	SQ FT	54	\$4.00	\$216.00
78001110	PAINT PAVEMENT MARKING - LINE 4"	FOOT	1,704	\$2.00	\$3,408.00
TREE, QUERCUS ALBA (WHITE OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED					
A2000420	BURLAPPED	EACH	17	\$450.00	\$7,650.00
TREE, QUERCUS MACROCARPA (BUR OAK), 2-1/2" CALIPER, BALLED AND BURLAPPED					
A2000720	BURLAPPED	EACH	17	\$450.00	\$7,650.00
X0322288	REMOVE EXISTING FLARED END SECTION	EACH	6	\$250.00	\$1,500.00
X0840304	CHAIN LINK FENCE TO BE REMOVED AND RE-ERECTED	FOOT	682	\$25.00	\$17,050.00
X0840308	CHAIN LINK GATES (SPECIAL)	EACH	2.0	\$1,000.00	\$2,000.00
X7010218	TRAFFIC CONTROL AND PROTECTION, (SPECIAL)	L SUM	1.0	\$12,000.00	\$12,000.00
X7240606	RELOCATE SIGN PANEL AND POST	EACH	3.0	\$500.00	\$1,500.00
Z0015788	CONSTRUCTION LAYOUT	L SUM	1.0	\$5,000.00	\$5,000.00
Z0030860	TEMPORARY INFORMATION SIGNING	SQ FT	26	\$16.00	\$416.00
Z0033700	LONGITUDINAL JOINT SEALANT	FOOT	2,000	\$1.00	\$2,000.00
EVERGREEN, JUNIPERUS COMMUNIS 'COMPRESSA'					
ITEMS ORDERED BY ENGINEER					
TOTAL ESTIMATE COST					
Made by	DFM	Date	4/16/2020		
Checked by	DBB	Date	4/16/2020		

EXHIBIT "D"

Name: The Forest Preserve District of
Kane County

Project:
Section No.:
Parcel No.: 0006

RECORDER'S USE

WARRANTY DEED

THE GRANTOR, the FOREST PRESERVE DISTRICT OF KANE COUNTY of 1996 Kirk Road, Geneva, Illinois 60134, a downstate forest preserve district created and existing under and by virtue of the laws of the State of Illinois and duly authorized to transact business in the State of Illinois, for and in consideration of Ten Dollars (\$10.00) and other good and valuable consideration in hand paid, conveys and warrants to the County of Kane, a body corporate and politic of the State of Illinois, 719 South Batavia Avenue, Geneva, Illinois, as GRANTEE, the following described real estate, to wit:

SEE EXHIBIT "I" ATTACHED HERETO;

hereinafter the "Premises", said parcel containing 0.000 acres (000 square feet), more or less; Permanent Index Numbers: 12-12-152-026 & 12-12-152-027(parts of); Location: Cherry Lane, Geneva, Illinois, situated in the County of Kane, State of Illinois. This is NON-HOMESTEAD property.

The GRANTOR, without limiting the interest above granted and conveyed, acknowledges that upon payment of the agreed consideration, all claims arising out of the above acquisition have been settled, including without limitation, any diminution in the value to any of the remaining property of the Grantor caused by the opening, improving and using the premises for highway purposes. This acknowledgement does not waive any claim of trespass or negligence against the Grantee or the Grantee's agents which cause damage to the Grantor's remaining property.

Return to:
Right of Way Coordinator
Kane County Div. of Transportation.
41W011 Burlington Road
St. Charles, IL 60175

Mail Subsequent Tax Bill to:
Right of Way Coordinator
Kane County Div. of Transportation.
41W011 Burlington Road
St. Charles, IL 60175

Prepared By:
J. Patrick Jaeger
Attorney at Law
P.O. Box 485
Geneva, Illinois 60134

IN WITNESS WHEREOF, said Grantor has caused its corporate seal to be hereto affixed, and has caused its name to be signed to these presents by its President and its Secretary this ____ day of September 2020.

THE FOREST PRESERVE DISTRICT OF KANE COUNTY

IMPRESS
CORPORATE SEAL
HERE

By: _____
Michael Kenyon, President

Attest:

By: _____
Susan Starrett, Secretary

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL KENYON, personally known to me to be the President of THE FOREST PRESERVE DISTRICT OF KANE COUNTY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of September 2020.

Seal

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that SUSAN STARRETT, personally known to me to be the Secretary of THE FOREST PRESERVE DISTRICT OF KANE COUNTY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Secretary, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as her free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of September 2020.

seal

Notary Public

This transaction is exempt under paragraph (b) of Section 4 of the Real Estate Transfer Tax Act.

Dated: _____, 2020

Grantor or Representative

EXHIBIT "1" Permanent Right of Way

Parcel: 0006
Route: Kirk Road
Job No.: R-91-043-13
County: Kane
Station: 107+50.22 to 117+37.50
P.I.N.: 12-12-152-026 &
12-12-152-027

That part of the west half of the Northwest Quarter of Section 12, Township 39 North, Range 8 East of the Third Principal Meridian and Shulski's Subdivision which lies south of the Union Pacific Railroad right-of-way and west of Kirk Road right-of-way and east of North Lane Road right-of-way and north of Cherry Lane right-of-way in Kane County, Illinois, bearings and distances are based on the Illinois State Plane Coordinate System, NAD 83 (2007) East Zone, with a combination factor of 0.99994372 described as follows:

Beginning at the intersection of the south line of said Union Pacific Railroad right-of-way with the westerly right-of-way line of Kirk Road; thence South 00 degrees 34 minutes 19 seconds East, 987.28 feet along said westerly line of Kirk Road to a jog in said line; thence South 89 degrees 25 minutes 41 seconds West, 48.00 feet along said jog and the extension thereof; thence North 00 degrees 34 minutes 19 seconds West, 424.78 feet; thence North 89 degrees 25 minutes 48 seconds East, 19.00 feet; thence North 00 degrees 34 minutes 19 seconds West, 562.20 feet to said south line of Union Pacific Railroad; thence North 88 degrees 49 minutes 41 seconds East, 29.00 feet along said south line to the Point of Beginning.

Said parcel contains 0.842 acre, more or less.

EXHIBIT "E"

TEMPORARY CONSTRUCTION EASEMENT

This Grant of Temporary Construction Easement is made this _____ day of September 2020, between the FOREST PRESERVE DISTRICT OF KANE COUNTY, an Illinois downstate forest preserve district, located at 1996 South Kirk Road, Geneva, Illinois (hereinafter the "GRANTOR") and the County of Kane, 719 South Batavia Avenue, Geneva, Illinois acting by and through its Division of Transportation (hereinafter the "GRANTEE").

WHEREAS, the GRANTEE has requested from the GRANTOR a temporary construction easement for the purpose of designing, laying out, and constructing a new Kane County Highway No. 77 (Kirk Road) Bridge over the Union Pacific Railroad Company's tracks south of Illinois State Route 38 in Geneva, Illinois adjacent to the east side of the Phillip B. Elfstrom Events Center, (hereinafter the "Improvement"); and,

WHEREAS the GRANTOR has agreed to grant unto the GRANTEE a temporary construction easement for the purpose of the Improvement.

NOW THEREFORE, in consideration of the sum of One Dollar (\$1.00) and other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged by the GRANTOR and the GRANTEE, it is mutually agreed as follows:

1. The GRANTOR does hereby grant and convey to GRANTEE, its successors and assigns, a temporary construction easement for the purpose of designing and constructing the Improvement; within the limits of the real property as shown and legally described on Exhibit I attached hereto and made a part hereof, (hereinafter the Temporary Easement Premises);

2. The GRANTOR, for itself and its successors and assigns, covenants and agrees that it shall not interfere with the lawful use of the Temporary Easement Premises described in Exhibit I by the GRANTEE, its successors and assigns, pursuant to the terms of this Temporary Construction Easement Agreement.

3. The GRANTEE, for itself and its successors and assigns, covenants and agrees that the construction of the Improvements shall include the following obligations of the GRANTEE:

- a) During construction, the GRANTEE shall fence and/or cover any excavation opening with protective cover at all times when construction personnel are not present at the site of the Improvement on the Temporary Easement Premises

- b) GRANTEE and its contractor(s) will be responsible for safety measures on the Temporary Easement Premises to protect the public and the GRANTOR.
- c) GRANTEE shall construct the Improvements in accordance with approved plans therefor.
- d) GRANTEE represents to the GRANTOR that prior to construction on the Temporary Easement Premises, all permits, licenses, authorizations and approvals required by all federal, state and local governmental agencies having jurisdiction over the work will be obtained.
- e) GRANTEE shall restore sod, plant material, trees, bicycle trail or other improvements (if any) on the Temporary Easement Premises damaged in constructing the Improvements.
- f) GRANTEE shall restore the GRANTOR's property on the Temporary Easement Premises in accordance with the approved construction plan.
- g) GRANTEE will be fully responsible for the actions of its employees and agents while on the on the Temporary Easement Premises.

4. GRANTEE hereby agrees to indemnify and save harmless the GRANTOR from and against any loss, damage or expense which the GRANTOR may suffer, incur or sustain or for which the GRANTOR may become legally liable arising or growing out of GRANTEE's activities and/or negligence and that of its contractors, agents and employees in designing, construction or maintaining the Improvements on the Temporary Easement Premises .

5. GRANTOR makes no covenant, representation or warranty as to the suitability of the on the Temporary Easement Premises for any purpose whatsoever or as to the physical condition of the Temporary Easement Premises. GRANTEE acknowledges that portions of the Temporary Easement Premises could have been used for operations and for storage of products and by-products from those operations, some of which may be toxic or hazardous substances. As a result of such uses and activities, physical and other changes may have occurred in the Temporary Easement Premises, including without limitation the disposition of solid and hazardous wastes and hazardous substances. GRANTEE acknowledges having inspected the Temporary Easement Premises , having observed its physical characteristics and existing conditions, and having had the opportunity to conduct such investigation and study on and of said Temporary Easement Premises as it deems necessary, and hereby waives any and all objections to or complaints about physical characteristics and existing conditions, including without limitation subsurface conditions and solid and hazardous wastes and hazardous substances on, under or related to the Temporary Easement Premises. GRANTEE further acknowledges and agrees that the Temporary Easement over the Temporary Easement Premises are granted to and accepted by GRANTEE in its present condition "as is", and GRANTEE hereby assumes the risk that adverse physical characteristics and existing conditions may not have been revealed by its investigation.

6. The term of this Temporary Construction Easement shall be for a period of five (5) years or upon completion of the construction of the Improvements, whichever occurs first.

7. The covenants and agreements herein contained shall inure to the benefit of and be binding upon the parties hereto, their heirs' successors and assigns.

GRANTOR:

FOREST PRESERVE DISTRICT OF KANE COUNTY

By:

Mike Kenyon, President

Attest:

Susan Starrett, Secretary

STATE OF ILLINOIS)
)
COUNTY OF KANE)
)

GRANTEE:

COUNTY OF KANE

By:

Christopher Lauzen, Chairman
Kane County Board

Attest:

John Cunningham, County Clerk

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that MICHAEL KENYON, personally known to me to be the President of THE FOREST PRESERVE DISTRICT OF KANE COUNTY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such President, he signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as his free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of September 2020.

seal

Notary Public

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

I the undersigned, a Notary Public in, and for said County and State aforesaid, DO HEREBY CERTIFY that SUSAN STARRETT, personally known to me to be the Secretary of THE FOREST PRESERVE DISTRICT OF KANE COUNTY, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that as such Secretary, she signed and delivered the said instrument and caused the corporate seal of said corporation to be affixed thereto, pursuant to authority given by the Kane County Forest Preserve Commission, as her free and voluntary act, and as the free and voluntary act and deed of said District, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this _____ day of September 2020.

seal

Notary Public





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 299

Approving an Amendment to a Phase III Construction Engineering Services Agreement with Ciorba Group, Inc. of Chicago, Illinois for Fabyan Parkway at Kirk Road Intersection Improvement, Kane County Section No. 11-00201-04-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$129,299.50
If not budgeted, explain funding source: N/A	

Summary:

The Kirk Road at Fabyan Parkway intersection improvement project is valued at \$9,936,022.74 and was anticipated to be completed in one and a half construction seasons. Staff negotiated Construction Observation Services with Ciorba Group for two full time engineers, working 8 to 10 hour days with no weekend work resulting in 5,556 man hours at a cost of \$710,681.62. This contract is a conservative and lean appropriation of manpower for such a major intersection improvement. As the project started late due to utility conflicts, the contractor began to accelerate the work by using overtime, working weekends and work over the winter which was not accounted for in the consultant's budget. During the winter period, the County and consultant worked together to only staff one of the two engineers on a part time basis in order to try to maintain budget hours.

Additionally, the original completion date was August 14, 2020, however IDOT has approved a time extension of 72 calendar days (10 weeks) as a result of the utility delays. This extension moves the final completion date to 10/26/20 plus 10 working days. Despite Ciorba's continued efforts to stay within the contract, the additional 10 weeks added to the project is too large of a burden to the construction observation services and cannot be absorbed by the consultant. Ciorba has requested a 10 week extension to the contract, an additional 1005 man hours at the original staffing of two full time engineers, which should allow them to complete the remaining field work and closeout paperwork. This additional time will cost \$129,299.50.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 299

APPROVING AN AMENDMENT TO A PHASE III CONSTRUCTION ENGINEERING SERVICES AGREEMENT WITH CIORBA GROUP, INC. OF CHICAGO, ILLINOIS FOR FABYAN PARKWAY AT KIRK ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 11-00201-04-CH

WHEREAS, pursuant to Resolution No. 18-350, the County of Kane appropriated \$710,681.62, (hereinafter the "appropriation") and entered into a Phase III construction engineering services agreement with Ciorba Group, Inc. of Chicago, Illinois for Phase III construction engineering services (hereinafter the "Agreement") for the Fabyan Parkway at Kirk Road Intersection Improvement (hereinafter the "Project"); and

WHEREAS, additional unforeseen engineering services are now required to complete the Project; and

WHEREAS, in order to receive the additional engineering services, the County desires to enter into an amendment to the Agreement, (hereinafter the Amendment"), (a copy of which is on file in the office of the Kane County Clerk), providing for further Phase III engineering services and increasing the total cost of all services for the Project by an additional \$129,299.50; and

WHEREAS, it is in the County's best interest to enter into the Amendment to receive additional required Phase III engineering services and to also extend the upper limit of the appropriation therefor by an additional \$129,299.50 from \$710,681.62 to \$839,981.12.

NOW, THEREFORE BE IT RESOLVED by the Kane County Board that the Amendment is hereby approved and that the Chairman thereof is hereby authorized to execute the Amendment to the Agreement with Ciorba Group, Inc. of Chicago, Illinois for the Project.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated the sum of One Hundred Twenty Nine Thousand Two Hundred Ninety Nine and 50/100 Dollars (\$129,299.50) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering) for a total appropriation for the Agreement and Amendment thereto not to exceed Eight Hundred Thirty Nine Thousand Nine Hundred Eighty One and 12/100 (\$839,981.12).

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

[Unanimous]

20-09 KirkFbynPHIIIAmd1

**AMENDMENT TO AN AGREEMENT
WITH CIORBA GROUP INC.
FABYAN PARKWAY-KIRK ROAD
RECONSTRUCTION
KANE COUNTY SECTION NO. 11-00201-04-CH**

PURCHASE ORDER # 2020-

This Amendment made and entered into this 8th day of September, 2020 between the COUNTY OF KANE, a body corporate and politic of the State of Illinois (hereinafter referred to as the "COUNTY"), and CIORBA GROUP INC., an Illinois corporation and licensed professional engineering firm, with offices at 5507 N. Cumberland Ave., Suite 402 Chicago, Illinois 60656 (hereinafter referred to as the "ENGINEER").

R E C I T A L S

WHEREAS, pursuant to Kane County Resolution No. 18-350, the COUNTY and the CONSULTANT entered into an agreement for Construction Observation Services for the construction of Fabyan Parkway-Kirk Road Reconstruction in the amount of \$710,681.62 (hereinafter referred to as the "Agreement"); and

WHEREAS, additional services, at a cost of One Hundred Twenty Nine Thousand Two Hundred Ninety Nine Dollars and Fifty Cents (\$129,299.50), are required for the construction observation for the construction of Fabyan Parkway – Kirk Road Reconstruction that were not anticipated in the original scope of work for the Agreement; and

WHEREAS it is in the County's best interest to modify the upper limit of the compensation provided for in the Agreement by an additional One Hundred Twenty Nine Thousand Two Hundred Ninety Nine Dollars and Fifty Cents (\$129,299.50), from \$710,681.62 to \$839,981.12 for those construction observation services set forth in this Amendment No. 1; and

NOW, THEREFORE, in consideration of the premises, the mutual covenants, and agreements herein set forth, and the understandings of each party with the other, the COUNTY and the ENGINEER do hereby mutually covenant, agree and bind themselves as follows:

1.0 RECITALS INCORPORATED

1.1. The foregoing recitals are incorporated into this Amendment as though fully set forth herein.

2.0 AGREEMENT REMAINS IN EFFECT

2.1. The Agreement remains in full force and effect except to the extent that the provisions of this Amendment conflict with the previous Agreement, in which case the provisions of this Amendment shall control.

3.0 SCOPE OF SERVICES

3.1 The additional construction observation services to be provided by the ENGINEER under the terms of the Agreement and this Amendment shall be according to the specifications as set forth in Exhibit "A" and Exhibit "B" hereof, which exhibits are incorporated into and made a part hereof.

4.0 COMPENSATION

4.1 The compensation for the additional construction observation services not otherwise included in the Agreement as set forth in this Amendment shall be increased by \$129,299.50 based upon the scope of work described in Exhibit "A".

4.2 Total payments to the ENGINEER under the terms of the Agreement, and Amendment shall not exceed \$839,981.12.

5.0 PROJECT SCHEDULE

5.1. The term of the Agreement and this Amendment shall end on August 31, 2021 unless otherwise extended by mutual agreement of the ENGINEER and the Kane County Engineer.

Save these provisions of this Amendment all other terms and conditions of the Agreement remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the COUNTY and the CONSULTANT have set their hands and seals as of the date written above:

COUNTY OF KANE

CIORBA GROUP INC.

Christopher J. Lauzen, Chairman
Kane County Board

Gerald W. Heimsoth
President

ATTEST:

ATTEST:

John A. Cunningham
Kane County Clerk

Melissa Bentz
Corporate Secretary

EXHIBIT A

Consulted Construction Management/Observation

A. OVERVIEW

THE CONSULTANT AGREES:

1. To perform or be responsible for the performance of the following checked engineering services for the COUNTY in connection with the proposed improvement herein described:
 - a. (X) Furnish or cause to be furnished:
 - i. Construction observers and other technical personnel to perform the construction observation. The COUNTY, based upon the project scope, shall direct the amount of personnel.
 - ii. Continuous observation of the work and Contractor's operations for compliance with the plans and specifications as construction proceeds, however the CONSULTANT does not guarantee the contract performance of the Contractor.
 - iii. Maintain daily records of Contractor's activity which shall include:
 - (i) project diary
 - (ii) Inspector's Daily Report (I.D.R.)
 - (iii) quantity book
 - (iv) Resident's Weekly Report
 - (v) paving summary (Field Book)
 - (vi) All other documentation required by the DEPARTMENT
 - iv. Supervision of construction observers, proportioning engineers, and other technical personnel and also the type, frequency, and location of material testing and sampling.
 - v. Establishment of centerline control and recover benchmarks. Also, random checks or as required by the COUNTY of Contractor's construction staking activities.
 - vi. Preparation and submission to the COUNTY in required form and number of copies, all partial and final Pay Estimates, Change Orders, records and reports required by the COUNTY.
 - vii. Insure that all required evidence of material certification and inspection is received from the Contractor before final payment is made.
 - viii. Mark contract plans in red to provide record drawings (As-Built Plans) of the completed project for permanent record. Submit one set of As-Built Plans to the COUNTY at the time of final payment.

- ix. To prepare for and provide materials as directed by the COUNTY for and attend the Pre-Construction Conference, and provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
- x. To schedule, coordinate, and provide an agenda for weekly progress meetings. Also, to provide meeting minutes to the COUNTY no later than 7 days from the date of the meeting.
- xi. The basic survey notes and sketches, charts, computations and other data and records prepared or obtained by the CONSULTANT pursuant to this agreement will be made available upon request to the COUNTY without cost and without restriction or limitation as to their use.
- xii. To submit to the COUNTY a list of the personnel and the equipment he/she proposes to use in fulfilling the requirements of this agreement.

b. (X) Coordinate, furnish or cause to be furnished:

- i. Proportioning and testing of concrete mixtures in accordance with the "Manual of Instructions for Concrete Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- ii. Proportioning and testing of bituminous mixtures in accordance with the "Manual of Instructions for Bituminous Proportioning and Testing" issued by the Bureau of Materials and Physical Research of the Illinois Department of Transportation and promptly submit reports on forms prepared by said Bureau.
- iii. All compaction tests as required by the specifications or as directed by the COUNTY and report promptly the same on forms prepared by the Bureau of Materials and Physical Research of the Illinois Department of Transportation.
- iv. Quality and sieve analysis on local aggregates that are not from approved producers (as listed by the Bureau of Materials and Physical Research of the Illinois Department of Transportation) to see that they comply with the specifications contained within the contract.
- v. Inspect all materials when the Bureau of Materials and Physical Research of the Illinois Department of Transportation do not provide inspection at the source and submit inspection reports to the COUNTY in accordance with the policies of the said COUNTY.

B. REQUIRED SERVICES AND PROCEDURES FOR CONSULTED CONSTRUCTION MANAGEMENT/OBSERVATION

1. DUTIES AND AUTHORITY OF THE RESIDENT ENGINEER/TECHNICIAN

The Resident Engineer/Technician (Resident) provided by the CONSULTANT, who from this point on shall be referred to, as the Resident along with his/her staff is responsible for all

construction details on the project. He/she shall report directly to the Kane County Division of Transportation (KDOT) Construction Section Chief or his Supervising Project Manager (PM). The Resident is expected to accept delegated responsibility and to make decisions within the authority delegated to him/her. A Resident's first duty is to enforce the contract and specification requirements. The Resident shall assign and schedule all field and material inspection and must maintain daily contact with the Contractor's personnel to proficiently provide the engineering services necessary for the Contractor's continued progress.

In addition the Resident is expected to make the day-to-day decisions to the extent that his/her experience and construction knowledge permit. However, the Resident is not authorized nor should he/she attempt to revise, delete, or change the contract provisions. When contract, plan, or specification changes are anticipated the Resident should contact the KDOT PM for guidance. The Resident also shall schedule, attend, and provide meeting minutes for all necessary meetings.

The Resident shall be the KDOT public relations person when dealing with those whom the contract may involve and inconvenience. The Resident shall assure contract compliance with respect to:

- a. Contract Proposal
 - Special Provisions
 - Highway Standards
- b. Plans
 - General Notes
 - Typical Sections
 - Plan and Profile Sheets
 - Cross Section Sheets
 - Highway Standards
 - All Special Detail Sheets
- c. "Supplemental Specifications and Recurring Special Provisions"
- d. "Standard Specifications for Road and Bridge Construction"
- e. Payroll
- f. Pay Estimates
- g. Erosion Control/Drainage
- h. E.E.O. Bulletin Boards
- i. Traffic Control
- j. Documentation
- k. Inspection
 - Material
 - Field (Various Construction Operations)

1. Army Corp and EPA permits, SWPP completion, NOI and NOT submittals as well as other paperwork required in active permits for the project.
 - m. CCDD compliance and necessary forms and paperwork
 - n. Various Other Items

2. **MEETINGS**

Prior to the start of construction, the KDOT shall arrange a pre-construction conference. All personnel involved with the project, including all necessary utility representatives, Contractor's personnel, construction supervision personnel, local agency representatives, and KDOT staff shall be requested to attend. The Resident shall be required to attend, run, provide agenda and take meeting minutes to be submitted to the KDOT with copies sent to all other attendees no later than 7 days after the date of the pre-construction conference.

Bi-weekly coordination meetings shall be scheduled and coordinated by the Resident. These meetings shall be for the purpose of coordinating construction activities for the upcoming two weeks, and any other important issues that may arise. The Resident shall be required to attend, run and also provide meeting minutes to be submitted to the KDOT no later than 7 days after the date of the coordination meeting.

3. **DOCUMENTATION**

- a. **Project Diary:** The Project Diary is one of the most essential records kept on the job. The Resident or a designated representative shall be required to keep a daily diary on each contract.

The diary shall be a bound hardback book; there must be a separate diary on each Contract and a separate diary for each year. All entries throughout the diary shall be in ink.

The first entry in the diary shall be on the inside cover. This entry shall include the year, the official designation of the section (County, Section number, Route, District number, Job number, and Contract number), the name of the Contractor, and the name and signature of the Resident. A list of all personnel (inspectors) assigned to or working on the project also shall be printed on the inside cover, and each person shall put his/her initials after his/her name. KDOT's return address shall be noted on the inside cover so that it may be returned if ever lost.

An entry must be made in the project diary for each day of the project, including weekends and holidays, except when the project is officially suspended. Entries must begin by the official start date or when the Contractor begins work, whichever is first. The diary shall contain a day-to-day record of all significant items relating to the project. The date and day of the week shall be shown on the top of the page. Also, the time(s) of arrival and departure of the Resident or staff shall be listed under the date. A description of the day activities, and the number and the type of workers for the general contractor and each of the subcontractors shall be recorded for each day. Other information that shall be documented in the project diary is:

- o Weather.

- Progress schedule controlling item of work.
 - Working days charged and reason for partial or non-working days.
 - Traffic control inspections and changes.
 - Description and hours of material inspection (done by Material Consultants)
 - Important discussions with Contractor(s).
 - Official visitors and inspections.
 - Opening and closing of detours.
 - Work and materials rejected and reasons.
 - Time of discontinuing or resuming work and reasons.
 - Account of any time spent by Contractor's workers or equipment on disputable items of work.
 - The presence of railroad flaggers and whether the Contractor is to be reimbursed for their services.
 - Length and cause of any delay.
 - Dates on which payment began and end for Engineer's Field Office, or any other calendar-month item.
 - Description of important faxes and telephone calls. Unusual conditions, if any, such as high water, bridge failures, accidents/injuries, etc.
- b. **Inspector's Daily Report (IDR):** An Inspector's daily inspection field report shall be kept by the Resident and or his/her staff for each contract. I.D.O.T. form BC-628 shall be used for the documentation of daily work. This form is available as a spreadsheet on Microsoft Excel and is available from the KDOT Completed IDR forms shall be kept in chronological order in a 3-ring hard cover binder. The items shall be checked on the right side of the report when they are entered the Quantity Book. The information contained on this report shall identify:
 - Date**
 - Name of Contractor/Sub-Contractor(s) that performs on pay items**
 - Weather
 - Item No.
 - Pay Item
 - Location of work
 - Quantity and Units
 - Evidence of Material Inspection.
 - Calculations and Sketches (if applicable)
- c. **Quantity Book:** A Quantity Book shall be kept the Resident and or his/her staff for each contract. IDOT form OC-625 shall be used for the documentation of quantities for federally funded projects only. A similar KDOT Quantity Book Form shall be used for all other projects. The KDOT Quantity Book Form is available as a spreadsheet on Microsoft Excel and is available from the KDOT A separate Quantity Book sheet shall be provided for each contract pay item. A title page listing the official designation of the section, the name address, and telephone number of the Contractor, and the address of KDOT shall be provided. Also, a sheet index page listing item number, item, and page number shall be provided. The Quantity Book

Sheets (in numerical order), title page, and sheet index page shall all be kept in a 3-ring binder. Quantities shall be placed in this form daily.

d. **Field Books:** Hard cover, bound field books shall be used by the Resident and or his/her staff to record all field measurements including but not limited to the following information:

- Daily field measurements used to justify quantities shown in the IDR
- Permanent survey records, layout checks, cross-sections
- PCC paving summary
- Bituminous concrete paving summary
- Pile driving records
- Depth checks (PCC and bituminous paving, sub-base, topsoil, curb and gutter, etc.)
- All field books shall be identified with the following information and shall include: Route(s) description, section number, year, and the field book number (Ex.: Field Book #1) shall be listed on the front cover with a black marker.
- Project designation and KDOT) address on the inside cover.
- An index page that contains enough detail to show a reviewer the contents and location of the contents within the field book.

e. **Resident's Weekly Report:** A weekly report containing a record of the contractor's progress shall be kept by the Resident. IDOT form BC-239 shall be used for the Resident's Weekly Report. This report shall be filled out weekly, signed by the Resident, and a copy mailed to the Contractor's office as soon as possible (at no time shall the Contractor receive the copy later than 7 days from the date of the report). Copies of the report shall be marked c.c. for:

- Contractor
- Project file (KDOT)
- Resident's file

f. **Other periodic reports** for traffic control and project issues shall be completed and maintained as per IDOT policy and procedures.

The Resident shall keep his/her copies in chronological order, and contained within a hard covered 3-ring binder.

4. **CHANGE ORDERS**

Whenever it becomes apparent that extra work is necessary on a project, the Resident shall contact KDOT. KDOT shall determine the appropriate course of action. Payment for extra work shall be classified as either an agreed Unit Price or a Force Account. In the case when an Agreed Unit Price shall be used, The Resident shall submit a formal request letter to the Contractor. This letter shall list the requested item, unit, and estimated quantity for an Agreed Unit Price. Once the Contractor's Agreed Unit Price letter is received, the KDOT shall review it. If the Agreed Unit Price letter is found acceptable, the Resident shall prepare the appropriate Change Order form and submit it to KDOT for further processing by IDOT.

In the case when a Force Account shall be used, the process shall be same as that of an Agreed Unit Price, except that the Resident shall submit a formal request letter to the Contractor requesting an estimated amount for time, equipment and material costs for the proposed Force Account work.

No extra work shall be permitted unless authorized by KDOT.

The Resident shall document this work daily by using IDOT form BC-635 and both the Contractor and the Resident will retain copies.

Materials used on Force Account work that will be incorporated in the job must meet with satisfactory inspection.

The amounts of Labor, Equipment and Materials claimed by the Contractor on his submitted itemized bill, which he prepares at the completion of the extra work, must agree with the daily amounts shown on the completed BC-635 forms.

Refer to Article 109.04 of the Standard Specifications.

The completed itemized bill shall be submitted to KDOT for approval, and Change Order processing.

Once KDOT and/or IDOT (Bureau of Construction), as the case may be, have approved the Change Order, the Resident shall add the Agreed Unit Price(s) or Force Account(s) to the next pay estimate as a line item.

All Change Orders shall be either IDOT form BC-22 (for projects using Federal funds) or a KDOT Change Order form. The KDOT Change Order form is available as a spreadsheet on Microsoft Excel and can be obtained from the KDOT.

5. **PAY ESTIMATES**

The Resident shall prepare an Engineer's Payment Estimate (pay estimate) for submittal and payment at least once a month for each contract. All documented partially and completed work that has all required material inspection should be shown for payment on the Engineer's Payment Estimate form. This form shall be used for all projects (except projects using Federal funds). The form is available as a spreadsheet on Microsoft Excel and is available from KDOT.

The pay estimate form for projects using Federal funds shall be received from IDOT (Bureau of Construction – FAUS Projects) once a month. The Resident shall write in the quantities, sign his/her name to the bottom of the form, and return it to IDOT (Bureau of Construction – FAUS Projects) for processing of payment. Also, the Resident shall send a copy to KDOT for the job file, as well as retain a copy for Resident's file.

The Resident shall meet with the Contractor before the pay estimate is submitted to insure agreement of all quantities included in the pay estimate for the month. Any discrepancy or disagreement between the contractor and the consultant shall be immediately reported to the KDOT.

The Resident shall then submit the pay estimate to KDOT for review and processing of payment.

6. INSPECTION MATERIAL

An independent Materials Consultant shall perform all required material inspection for all projects. The Materials Consultant shall be under the direct employment of Consultant and shall be assigned by the KDOT. The Resident shall coordinate direct, and schedule all material inspection with the Materials Consultant. The Material Consultant shall not be responsible for determining when, what, and where they should be performing material inspection. The Resident shall determine the type, frequency, and location as required by the IDOT Project Procedures Guide (Sampling Frequencies for Testing and Inspection) and/or KDOT.

All billings for material inspection services shall be checked and verified with the Project Diary by the Resident or his/her staff for correct dates, hours, and charges. Any disparities shall be reported to KDOT as soon as possible. Copies of all material inspection billings shall be kept in the Resident's file.

Materials inspection and documentation is the responsibility of the Materials Consultant. However, the Resident and his/her staff shall verify that the quality, quantity, and frequency of all material inspection reports meet the requirements of IDOT (Bureau of Materials). Copies of completed material inspection reports shall be retained in the Resident's file.

7. PLAN QUANTITY ACCEPTANCE

The acceptance of plan quantities as final quantities for a number of the pay items is acceptable providing that KDOT and the Contractor agree in writing that the plan quantities are accurate and will be used as final quantities. The Resident shall receive a list of the items from KDOT that KDOT would like to agree upon.

The Resident and or his/her staff shall, from the plans, verify the accuracy of the quantity of each item on the list. The Resident shall then submit his/her findings, which shall include all calculations used to determine the accuracy of the quantity on the list to KDOT. The KDOT will review the Resident's calculations to determine which items to include on IDOT form BC-981. This form shall be presented to the Contractor at the Pre-Construction Conference and be reviewed, signed, and returned to KDOT before any construction work has begun.

8. CONSTRUCTION LAYOUT VERIFICATION

All construction layout and staking shall normally be provided by the Contractor and paid for by the item "Construction Layout Stakes". The Resident and or his/her staff shall recover and identify all horizontal control points, benchmarks, and right-of-way corners (for newly acquired parcels) prior to construction. The Resident shall instruct Contractor to submit copies of all field book information regarding layout on a daily basis to be retained in the Resident's file. The Resident and or his/her staff shall use standard survey methods to randomly check all horizontal locations and elevations for every staking operation. The Resident and or his/her staff shall document all layout checks in a field book. In the event that an error is found, the Resident shall notify the Contractor immediately and insure that he/she corrects the error as soon as possible. If an unnecessary amount of layout errors persist, the Resident shall notify KDOT as soon as possible.

9. TRAFFIC CONTROL INSPECTION

Inspection of all traffic control devices, signing, pavement marking, etc. shall be inspected by the Resident or his/her staff at least twice a day when the Contractor is working and once a day when is the Contractor not working. One of the traffic control inspections shall be done at the later part of the day, before the contractor leaves, to allow time for the contractor to correct any deficiencies before they leave at the end of the day. The Resident and or his/her staff shall verify that all traffic control is accordance with the Traffic Control plan, and all applicable standards. The Resident and or his/her staff shall notify the Contractor as soon as possible of any and all deficiencies including:

- a. Downed and/or damaged signs
- b. Downed and/or damaged barricades or sign panels
- c. Worn, missing or conflicting temporary pavement marking
- d. Malfunctioning or damaged temporary traffic signals and temporary roadway lighting

The Resident shall list the times of inspection, descriptions of any and all deficiencies, and description of conversation with Contractor in the Daily Diary and complete the appropriate IDOT forms for Traffic Control Inspection for daytime and/or nighttime inspection.

10. FINAL INSPECTIONS

- a. **Traffic Signal/Roadway Lighting Installation:** Once Traffic Signal/Roadway Lighting installation have been completed and energized, the Resident shall schedule a Pre-Turn On inspection with the Contractor and KDOT. The Contractor shall address any deficiencies that are discovered as soon as possible. Once all deficiencies have been addressed, the Resident shall schedule a Turn On inspection with the Contractor, Maintenance Contractor, IDOT representative, controller manufacturer's technician (Traffic Signals) and the KDOT.
- b. **Overall Project Inspection (Final Walk-Through):** Upon notice from the Contractor of completion of the entire project, the Resident shall schedule a walk-through inspection with the Contractor, KDOT and any other agency (Municipal and/or State) representatives if there is any outside agency funding. The inspection shall consist of walking the length of all portions of roadway (both sides). The Resident shall include any and all deficiencies that are discovered in the Resident's Punch list. The Punch list shall be addressed to the Contractor and signed by the Resident. The Punch list shall be mailed to the Contractor, and a copy shall be sent to KDOT. Once all deficiencies have been addressed, the Resident shall conduct another inspection with the Contractor to insure that all the items on the punch list have been addressed.

11. FINALING OUT OF PROJECTS

Upon receiving notice of project completion from the Contractor, the Resident shall schedule a meeting with the Contractor and KDOT to finalize quantities for all items per contract. Once final quantities are agreeable with both the Contractor and KDOT, the Resident shall prepare an Engineer's Semi-Final Pay Estimate, which shall include all final quantities with 1% retainage. The Engineer's Semi-Final Pay Estimate shall then be submitted to KDOT for review and processing of payment.

The Resident shall also prepare Engineer's Final Pay Estimate, which shall be the same as the Engineer's Semi-Final Pay Estimate with the exception that the retainage shall be reduced to 0%. This final pay estimate shall be presented on the Engineer's Final Pay Estimate form, which can be obtained from KDOT. The Resident shall also prepare and submit to KDOT the following:

- a. Balance Authorization sheet(s)
- b. Explanations for changes in total dollar values that exceed \$2000.00 per item
- c. Any un-approved Change Orders

The Balance Authorization form is available as a spreadsheet on Microsoft Excel and can be obtained from KDOT.

Once the Engineer's Final Pay Estimate is submitted to IDOT for approval, the Bureau of Materials shall check all items for the required materials inspection and certification. The Resident shall receive a list of material deficiencies from KDOT. The Resident then shall make a formal request to the Contractor and or the Materials Consultant for all needed material inspection and certification. Once the Resident receives all requested material inspection and certification, he/she shall submit it directly to I.D.O.T. (Bureau of Materials).

12. RECORD DRAWINGS and SCANNED JOB BOX

The Resident and or his/her staff shall provide a complete set of record drawings (as built plans) to **K.D.O.T.** for their records. The record drawings shall be marked as "RECORD DRAWINGS" dated and initialed by the individual(s) who prepared them. **All sheets, regardless of whether they have been modified, shall be marked as RECORD or AS BUILT in an appropriate box or space**, The drawings shall consist of a 24"x 36" size set of project plans that have all changes and additions tagged by clouds or similar easy to see markings in red ink. In addition, the consultant shall provide professionally scanned copies of all "AS BUILT" plans, as well as the entire IDOT or KDOT approved project job box, in PDF format as part of the engineering services for the project. A version of the "As Built" in AutoCAD shall also be provided for GIS purposes. Copies of all photos taken by the RE and staff in JPEG format shall also be included in the final documents. These documents may be submitted on dedicated hard drives, flash drives or CDs, intended for archiving of important documents, depending on the file sizes.

EXHIBIT B - Construction Engineering

Route: FAP 363

Local Agency: County of Kane
(Municipality/Township/County)

Section: 11-00201-04-CH

Project: Fabyan Parkway at Kirk Road

Job No.: C-91-362-12

*Firm's **approved rates** on file with IDOT'S
Bureau of Accounting and Auditing:

Overhead Rate (OH)	149.38%
Complexity Factor (R)	0.00
Calendar Days	213

Method of Compensation:

Cost Plus Fixed Fee 1 14.5%[DL + R(DL) + OH(DL) + IHDC]
 Cost Plus Fixed Fee 2 14.5%[DL + R(DL) + 1.4(DL) + IHDC]
 Cost Plus Fixed Fee 3 14.5%[(2.3 + R)DL + IHDC]
 Specific Rate
 Lump Sum

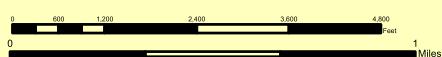
Cost Estimate of Consultant's Services in Dollars

Element of Work	Employee Classification	Man-Hours	Payroll Rate	Payroll Costs (DL)	Overhead*	Services by Others	In-House Direct Costs (IHDC)	Profit	Total
Construction Observation / Documentation	*	495	\$ 50.50	\$ 24,997.50	\$ 37,341.27		\$ 3,575.00	\$ 9,557.50	\$ 75,471.26
Project Management & Administration	*	8	\$ 75.00	\$ 600.00	\$ 896.28			\$ 216.96	\$ 1,713.24
Hampton Lenzini and Renwick Inc.						\$ 52,115.00			\$ 52,115.00
Totals		503		\$ 25,597.50	\$ 38,237.55	\$ 52,115.00	\$ 3,575.00	\$ 9,774.46	\$ 129,299.50

* See attached



Section Number 11-00201-04-CH
Kirk Road at Fayban Parkway



KANE COUNTY

Division of T

Packet Pg. 172



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 301

Authorizing Kane County State's Attorney's Office to Execute Agreements for the Distribution of CARES Act Funds to Units of Government

Committee Flow: Executive Committee, County Board

Contact: Gabriella Figliozzi, 630.444.1075

Budget Information:

Was this item budgeted? N/A	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the Kane County Board, upon approval of an application by a unit of government, and following the consensus of reimbursement by the Kane County State's Attorney's Office, the Kane County Office of Community Reinvestment, and third-party consultant KEB and approval of an intergovernmental agreement by the Kane County Board, the State's Attorney's Office is authorized to execute, on behalf of the County of Kane, intergovernmental agreements, certifications, reports, and other documents necessary to implement said reimbursements.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 301

**AUTHORIZING KANE COUNTY STATE'S ATTORNEY'S OFFICE TO EXECUTE
AGREEMENTS FOR THE DISTRIBUTION OF CARES ACT FUNDS TO UNITS OF
GOVERNMENT**

WHEREAS, the Congress of the United States has enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), effective March 27, 2020, to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, on April 23, 2020, the County of Kane received approximately \$92,900,000 in CARES Act funding from the United States Department of the Treasury to defray costs associated with Coronavirus response within the County, which was placed in a Coronavirus Relief Fund; and

WHEREAS, the Kane County Board established the CARES Act Allocation Committee (CAAC) to study options for the best allocation of CARES Act funds and other future federal Coronavirus relief funds received by the County, and to make recommendations to the County Board for the use of those funds and to coordinate administration of the program distributions as authorized by the County Board; and

WHEREAS, the Kane County State's Attorney's Office has been requested by the Kane County Board to assist in the development of an application and distribution process, and the Kane County State's Attorney's office has engaged, a Project Manager and a third-party consultant to assist in that process; and

WHEREAS, an intergovernmental agreement has been developed for the reimbursement of eligible CARES Act funds to Kane County municipalities, townships, forest preserve districts, fire protection districts, and park districts; and

WHEREAS, such agreements shall be approved by those units of local government and the Kane County Board.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that upon approval of an application by a unit of government, and following the consensus of reimbursement by the Kane County State's Attorney's Office, the Kane County Office of Community Reinvestment, and third-party consultant KEB and approval of an intergovernmental agreement by the Kane County Board, the State's Attorney's Office is authorized to execute, on behalf of the County of Kane, intergovernmental agreements, certifications, reports, and other documents necessary to implement said reimbursements.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham

Christopher J. Lauzen

Clerk, County Board
Kane County, Illinois

Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 DistribCRFUnitsGov



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 302

Authorizing Reimbursement From Cares Act Funds to Kane County Departments and Elected Officials for Non-Payroll Expenses

Committee Flow: Executive Committee, County Board

Contact: Caryn Minor, 630.444.1013

Budget Information:

Was this item budgeted? no	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

Authorization of the Reimbursement of Cares Act Funds to Kane County Departments and Elected Officials for Non Payroll Expenses

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 302

**AUTHORIZING REIMBURSEMENT FROM CARES ACT FUNDS TO KANE COUNTY
DEPARTMENTS AND ELECTED OFFICIALS FOR NON-PAYROLL EXPENSES**

WHEREAS, the Congress of the United States has enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), effective March 27, 2020, to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, on April 23, 2020, the County of Kane received approximately \$92,900,000 in CARES Act funding from the United States Department of the Treasury to defray costs associated with Coronavirus response within the County, which was placed in a Coronavirus Relief Fund; and

WHEREAS, the Kane County Board established the CARES Act Allocation Committee (CAAC) to study options for the best allocation of CARES Act funds and other future federal Coronavirus relief funds received by the County, and to make recommendations to the County Board for the use of those funds and to coordinate administration of the program distributions as authorized by the County Board; and

WHEREAS, the CAAC has determined it is in the best interest of Kane County to authorize reimbursements, subject to the approval of the Kane County State's Attorney's Office, the Kane County Office of Community Reinvestment, and consultant KEB, for non-payroll expenses to Kane County Departments and elected officials from CARES Act Funds as itemized on Attachment A to this Resolution, and the CAAC so recommends to the County

NOW, THEREFORE, BE IT RESOLVED the Kane County Board hereby authorizes, subject to the approval of the Kane County State's Attorney's Office, the Kane County Office of Community Reinvestment, and consultant KEB, reimbursement for non-payroll expenses to Kane County Departments and elected officials from CARES Act Funds as itemized on Attachment A to this Resolution.

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 Auth Reim Cares Act Funds



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution: No. 20 - 284

Authorizing a Budget for the Coronavirus Relief Fund and Related Fiscal Year 2020 Budget Adjustment

Committee Flow: Finance and Budget Committee, Executive Committee, County Board

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$93,020,218
If not budgeted, explain funding source: 353.800.000.32900 - CARES Act Grant	

Summary:

This resolution authorizes a budget for Fund 353, Coronavirus Relief Fund, and approves the corresponding FY20 budget adjustment.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION: NO. 20 - 284

**AUTHORIZING A BUDGET FOR THE CORONAVIRUS RELIEF FUND AND RELATED
FISCAL YEAR 2020 BUDGET ADJUSTMENT**

WHEREAS, the Congress of the United States has enacted the Coronavirus Aid, Relief, and Economic Security Act ("CARES Act"), effective March 27, 2020, to provide economic relief to State, Local, and Tribal governments responding to the Coronavirus pandemic; and

WHEREAS, on April 23, 2020, the County of Kane received approximately \$92,900,000 in CARES Act funding from the United States Department of the Treasury to defray costs associated with Coronavirus response within the County, which was placed in a Coronavirus Relief Fund; and

WHEREAS, the Kane County Board established the CARES Act Allocation Committee (CAAC) to study options for the best allocation of CARES Act funds and other future federal Coronavirus relief funds received by the County, and to make recommendations to the County Board for the use of those funds and to coordinate administration of the program distributions as authorized by the County Board; and

WHEREAS, the CAAC to review and implement its assigned duties, including the acceptance, review, processing, and recommended distribution of over \$92 million in Coronavirus Relief Fund (CRF) funds, requires the support and expertise of an outside firm in conjunction with the Kane County Office of Community Reinvestment, the State's Attorney's Office, and staff, to ensure compliance with all required Federal auditing requirements and processing of funding applications; and

WHEREAS, the CAAC requires funding to be authorized for the aforesaid services;

NOW THEREFORE, BE IT RESOLVED the Kane County Board approves and authorizes expenditures from the overall budget for the Coronavirus Relief Fund 353 that spans both FY20 and FY21 (found on the "20-21 Budget Proposal Attachment A to this resolution); and

NOW, THEREFORE, BE IT RESOLVED the Kane County Board approves the budget adjustment for Fiscal Year 2020 for Fund 353 and Fund 350 (found on the "FY20 Budget Adjustment" Attachment B to this resolution).

NOW, THEREFORE, BE IT RESOLVED this detailed budget Resolution and Attachment A and Attachment B supersede any prior CAAC budget resolutions.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
See Attachment B	See Attachment B	No	Yes	353.800.000.32900 - CARES Act Grant

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

[Unanimous]

FY20 BA for Coronavirus Relief Fund



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 300

Approving an Agreement with A-TO-BE USA LLC of Downers Grove, Illinois for Toll Collection System for the Longmeadow Parkway Toll Bridge

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, 630.406.7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$4,664,415.92
If not budgeted, explain funding source: N/A	

Summary:

Staff coordinated with the Purchasing Department to complete an RFP selection process from qualified and experienced tolling firms to design, install, operate and maintain a Toll Collection System for the Longmeadow Parkway Toll Bridge. The selected firm will bring expertise in all-electronic tolling (AET) solutions to the project. The scope of services consists of furnishing all labor, equipment, tools, transportation, machinery, supplies, materials, safety equipment, services, and incidentals to provide a complete new cashless, AET toll collection system, operations services, license plate image review, and maintenance services.

The selection team scored all five team's proposed solution and cost proposals, shortlisted three firms, conducted interviews, rescored the three firms based upon their best and final offers, and found the firm, A-to-Be, to be ranked highest. Staff recommends approval of the attached contract which has a minimum 6-year initial term, with two, 2-year additional optional terms, for a 10-year maximum contract length totaling \$4,664,415.92. As described in the County's Purchasing Ordinance, the Director of Purchasing and the Director of Finance have each pre-approved the use of a maximum contract length of 10 years.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 300

**APPROVING AN AGREEMENT WITH A-TO-BE USA LLC OF DOWNSERS GROVE, ILLINOIS
FOR TOLL COLLECTION SYSTEM FOR THE LONGMEADOW PARKWAY TOLL BRIDGE**

WHEREAS, the Longmeadow Parkway Toll Bridge requires a tolling firm to design, install, operate and maintain a Toll Collection System therefor, (hereinafter referred to as the "Project"); and

WHEREAS, an RFP selection process was conducted in cooperation with the Kane County Purchasing Department to select a firm proficient in all-electronic tolling solutions for the Project; and

WHEREAS, the selected firm, A-TO-BE USA LLC, 1901 Butterfield Road, Suite 160, Downers Grove, IL 60515 has experience and professional expertise in all-electronic tolling solutions and are willing to perform the required services for the Project in an amount not to exceed \$4,664,415.92 as set forth in the 10-year term agreement therefor, (a copy of which is on file with the County Clerk's Office); and

WHEREAS, this contract calls for the use of funds beyond the current budget year and the County of Kane acknowledges the necessity of the appropriation of such funds to be made available over the maximum 10-year life of the agreement.

NOW, THEREFORE BE IT RESOLVED that the Kane County Board hereby approve an agreement between the County of Kane and A-TO-BE USA LLC for the design, installation, operation and maintenance of a Toll Collection System for the Longmeadow Parkway Toll Bridge and that the Kane County Board Chairman is hereby authorized to execute an agreement and associated documents for the Project.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Four Million Six Hundred Sixty Four Thousand Four Hundred Fifteen and 92/100 Dollars (\$4,664,415.92) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said services for the Project.

Line Item	Line Item Description	Was Personnel/Item/Service approved in original budget or a subsequent budget revision?	Are funds currently available for this Personnel/Item/Service in the specific line item?	If funds are not currently available in the specified line item, where are the funds available?
305.520.527.50140	Engineering Services	Yes	Yes	

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[15 to 7]

20-09 LMPTCS

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

**TOLL COLLECTION SYSTEM DESIGN, INSTALLATION, OPERATION AND
MAINTENANCE SERVICES CONTRACT**

This Contract is made and entered this _____ day of _____, 2020 (the “Effective Date”), between the County of Kane, State of Illinois (“County”) and _____, a _____ *entity and entity status* _____ (“Contractor”). The County and Contractor may hereinafter be referred to as a “Party” or collectively as the “Parties.”

RECITALS

WHEREAS, the County desires to implement and operate an all-electronic toll collection system that includes the design, installation, operation and maintenance of a roadside toll collection system on the Longmeadow Parkway Toll Bridge that will be integrated with a back office system; and

WHEREAS, in response to the Request for Proposals issued by the County dated _____, 2020 (“RFP”), Contractor proposed under its letter dated _____, 2020 (“Proposal”) to perform such services for the County;

WHEREAS, the County finds that Contractor’s Proposal is the best value among those submitted and desires to engage Contractor to perform such services, and Contractor desires to perform such services, under the terms, conditions and provisions contained herein;

WHEREAS, this Contract is a multi-year contract which terms exceed two (2) years, and in accordance with the requirements of Section 4.27 of the County’s Purchasing Ordinance, has received prior approval by the County’s Director of Purchasing and Director of Finance;

WHEREAS, pursuant to Resolution No. XXX, the County Board Chairman is authorized to execute this multi-year Contract which calls for the use of funds beyond the present budget year and the County of Kane acknowledges the necessity of the appropriation of such funds;

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

NOW THEREFORE, in consideration thereof, the mutual promises and covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereto, intending to be legally bound, agree as follows:

ARTICLE I – SCOPE OF SERVICES

A. Generally. The Contractor is retained to design, install, operate, and maintain the toll collection system. By executing this Contract, the County accepts and the Contractor agrees to be bound by the County's Scope of Work, as detailed in that certain Request for Proposal to Design, Install, Operate and Maintain a Toll Collection System for the Longmeadow Parkway Toll Bridge, dated March ___, 2020, as amended and incorporated herein as Appendix A, and the Proposal of the Contractor, incorporated herein as Appendix B, subject to any changes or modifications that may be made by this Contract. The Work includes (i) the design and installation of a roadside toll collection system and all work related thereto (the "System Work"); (ii) the management and support services for the operation of the toll collection system (the "Operations Work"); and (iii) the maintenance work related to the System after the Go-Live date (the "Maintenance Work"). As used in the Agreement the Work includes the System Work, Operations Work and Maintenance Work, unless identified otherwise.

The Contractor shall render the specific services identified and described in Appendix A, including but not limited to project management, system design, software development and integration, installation, training, operations and maintenance for the roadside toll collection system and the coordination of the Work with a back office system Service Provider to integrate the roadside toll collection system with the back office system.

B. Performance Warranty. The Contractor shall perform its services in a manner consistent with the standards of competent practice and care for the industry.

C. Meetings and Reports. The Contractor shall attend meetings and deliver reports as necessary to perform the services and as required in accordance with Appendix A.

D. Performance Expectations.

1. **Mitigation of Delay.** Contractor shall use commercially reasonable efforts to mitigate delays in performance and completion of the Work, in whole or the component parts, by including, but not limited to, re-sequencing Work, and/or re-allocating or re-deploying Contractor's resources and labor, as appropriate.
2. **Work Arounds.** The County anticipates there may be a need for "work arounds" in the implementation and operation of the System to enable functionality for a period of time. Notwithstanding the same, if Contractor or the County incorporate a work around in order to allow a function to perform, such work around will be deemed a temporary measure and may be considered evidence of a System defect. Contractor must obtain County prior approval of any Contractor suggested temporary "work around."

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

3. **Coordination.** Contractor acknowledges and understands that the operation of an electronic toll collection facility requires a back office system and customer service operations, and such services will be separately contracted by the County. Contractor will be required to and shall coordinate its work efforts with the County's back office system Service Provider to integrate the roadside toll collection system with the back office system and facilitate the timely opening and ongoing operations of the Project.
4. **Cooperation.** Contractor shall promptly cooperate and require its subcontractors to promptly cooperate with the back office system Service Provider, the County and any other County designated representatives or agents to facilitate the full, efficient, effective and timely performance of the Work. Contractor shall cooperate and coordinate with other subcontractors and suppliers, utility companies, governing authorities, and all other entities required to perform any efforts in support of the Work or otherwise responsible for oversight, supervision, inspection or performance of any part of the Work. Contractor and its representatives and staff shall be available at all reasonable times to the County.

In the event that Contractor believes that the County's third-party contractors, if any, are interfering with, not cooperating with or otherwise not coordinating with Contractor, Contractor shall immediately notify the County in writing, but in no event later than two (2) Business Days, after the alleged interference or non-cooperative activity began or occurs. Contractor shall provide the County with details of the nature of the interference, failure or lack of cooperation. Failure on the part of the Contractor to furnish such notice within the specified time period shall result in the Contractor's waiver of any claim resulting from such interference and/or lack of cooperation.

5. **Incident Response.** In the event of an incident that may occur on or near the Project and in which Contractor or its subcontractors may be involved, Contractor shall for itself and its subcontractors, complete any forms and furnish the required information to the County or its designated representative. For any incidents that involve other contractors and/or subcontractors, Contractor shall complete the forms and furnish the necessary information as required by the County or its designated representatives, or follow other procedures as requested by the County.

ARTICLE II – TERM

A. Initial Term. This Contract shall begin on the Effective Date and shall continue thereafter for a period of six (6) years (the "Initial Term"), unless earlier terminated as provided herein. The Initial Term includes Systems Work and Operations Work and three subsequent years of Maintenance Work and Operations Work only. The Systems Work also includes a one-year Warranty period commencing after System Acceptance. Thereafter, any applicable renewal terms will be for the Maintenance Work and Operations Work only.

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

B. Renewal Terms. The County shall have the sole and exclusive option to renew the term of the Maintenance Work and Operations Work for up to two (2) additional 2-year periods each (a "Renewal Term"), which may be exercised upon notice to the Contractor at least 30 days prior to the expiration of the Initial or any prior Renewal Term. If the County elects to renew the Contract, Contractor must execute the Renewal Term amendment. The renewal of the Contract shall be evidenced by an executed Renewal Term amendment. Notwithstanding the foregoing, all components of the Work that is completion based must be completed within the time periods set forth in the Scope.

C. Non-Appropriation. Notwithstanding the same, Contractor acknowledges that continuation of this Contract from fiscal year to fiscal year is subject to the appropriation of funds approved by the Kane County Board. If funds are not allocated or are exhausted, Contractor's only remedy is suspension or termination of its performance under this Contract. The Contractor shall have no other remedy in law or in equity against the County and no right to damages of any kind or nature.

ARTICLE III – CONTRACT VALUE AND COMPENSATION

A. Contract Value. The estimated total value of this Contract is \$ ____ .00 This Contract value, in and of itself, does not create an appropriation or allocation of funds (an allocation or obligation to appropriate funds).

B. Compensation. Contractor shall be compensated for its Work based on Contractor's Price Proposal, attached as Appendix C, and payments will be made via a combination of milestone payments and lump sum monthly payments as specified in Section 6 and Table 6-1 Milestone Payment Schedule, set forth in of the RFP.

C. Expenses. Other than Pass Through Costs, all expenses associated with the services described in Appendix A are included in the Contractor's Lump Sum pricing proposal. The Contractor shall not claim and the County shall not make a separate payment for any of the Contractor's expenses.

D. Pass Through Costs. The Contractor may directly pass through any third-party vendor fees to the County without markup or upward adjustment of any kind.

E. Invoices. The Contractor will submit invoices to the County in a form agreeable to the County in the month following, if on a lump sum basis, the County's acceptance of the performance milestone(s), or, if on a time and materials or Pass Through Cost basis, successful performance of the services. Invoices for any other amounts will be submitted to the County as the amounts come due. For any services performed on a time and materials basis, the invoice will also state the total number of hours worked by billable labor category. Invoices shall be accompanied by such supporting documentation as required by the County.

F. Taxes. The County is a tax-exempt entity and will provide the Contractor a copy of the County's tax exemption certificate.

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

G. Shipping of Equipment / Software. All shipping and insurance costs to and from the site shall be included in the Contractor's Price Proposal. All payments to shipping agents and for insurance fees shall be made directly by the Contractor. The County shall make no payments to any firm concerning the shipment, installation, and delivery of equipment or software that is not a part of the pricing proposal and for which exact payments are not described. The Contractor shall be responsible for all arrangements for the shipment and receipt of equipment/software to the County's approved and prepared site. The Contractor shall provide all properly trained representatives to unpack, inspect and accept all items of equipment or software and place this equipment or software in the proper locations. The Contractor shall also be responsible for removal of all debris and packing materials from the site resulting from the installation of the equipment / software.

H. Bill of Sale. Any invoices furnished by Contractor to the County for Equipment, parts and spare parts for the Equipment ("Spare Parts") shall have an executed Bill of Sale in the County's name on a form substantially similar to that in Exhibit A ("Bill of Sale") and shall fully evidence the County's ownership as required in this Contract, providing full title to the County of the applicable Equipment, free and clear of any liens, encumbrances or other charges against title.

I. Withholding Payments. The County reserves the right to withhold payment or payments, in whole or in part, for nonconforming Work or Deliverables or Work not completed in accordance with this Contract or the Project Schedule. The value of such action, duty or service or part thereof will be determined by the County and deducted from any invoice claiming such items for payment. Payment for the non-conforming or incomplete work will be withheld by the County from any submitted invoice until such time as the Work or Deliverable is corrected or completed. If Contractor fails, in whole or in part, to pass any test required under the Scope, the County may withhold approval of and any associated payments due until the completion of any and all corrective action and the successful completion of any and all retests. In the event of any re-testing, Contractor shall pay for (a) the costs of the County employees to participate in and to attend each re-testing, including, but not limited to, travel, meals and lodging (but not the cost of any of the County's employee salary); (b) the consulting fees and the costs of the County's consultants to participate in and to attend, including, but not limited to, travel, meals and lodging; and (c) all of Contractor's costs and fees. Contractor shall make payment to the County for these costs and expenses within thirty (30) Days of the date of the invoice from the County listing such costs and expenses.

J. Payment not Accepted. Payment or use of any Work or portions thereof by the County shall not constitute an acceptance of any Work not performed in accordance with this Contract, nor shall payment waive any preceding or then-existing breach or default by Contractor of any term, covenant or condition of this Contract. Additionally, payment shall not extend or affect (a) any time within which the Contractor is required to perform any obligation; or (b) any other notice or demand.

**DRAFT FORM CONTRACT
(FOR INFORMATIONAL PURPOSES)**

ARTICLE IV – TIME FOR COMPLETION

A. The Contractor shall diligently prosecute and complete all Work required in the Scope. The Work is divided into five phases, outlined in Table 2-1: Project Phases and Duration and contained in the RFP Statement of Work (“SOW”). Each applicable phase of the Work shall be completed upon its respective milestone completion date established under the Project Schedule unless the Contractor requests and the County grants an extension of time in accordance with the Contract. Work shall begin with Phase I upon the issuance by the County of a Notice to Proceed.

B. **Time is of the essence.** The failure to have all Work completed within the time provided for achieving System Acceptance, or failure to have the applicable portion of the Work completed upon the respective milestone completion date on the Project Schedule shall entitle the County to assess the Contractor Liquidated Damages.

ARTICLE V – SUBMITTALS REVIEW AND APPROVAL.

A. **Submittal Procedures.** Contractor shall timely submit documents as required and within the applicable timeframe set forth in the SOW (each a “Submittal” and collectively, “Submittals”) of the RFP. In the event there are no provisions in this Contract, the SOW or Project Management Plan and component plans concerning submission, review and approval procedures, this Section shall govern and control.

B. **Accuracy.** In all cases, all documentation required to be provided by the Contractor shall be true, complete and accurate in all respects, and tailored and detailed as necessary to the needs of the Project or the County.

C. **Review Periods.** Whenever the County is entitled to review and comment or otherwise approve a Submittal, unless otherwise specified, the County shall respond and/or act upon such Submittal within fifteen (15) Business Days from the date it receives an accurate and complete Submittal, and all necessary information and documentation concerning the subject matter of the Submittal. Any period of review by the County in excess of fifteen (15) Business Days, except where the Deliverables Schedule provides for a longer review time period, may give rise to an extension of time as set forth immediately below in Article V subsection D.

D. **Extension of Time Periods.** All time periods for the County to act upon Submittals shall be extended by the period of any delay actually caused by (a) a Force Majeure Event; (b) change in law; (c) issuance of a temporary restraining order or other form of injunction by a court that prohibits prosecution of any material portion of the Work; and (d) to the extent of any delay by the Contractor or any Contractor Parties.

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E. County's Comments/Objections. The County reserves the right to comment on, take exception to, object to, accept, reject or disapprove any Submittal, Deliverable or portion or all of the Work. If the item is not approved, then the County will provide comments that define the nature and extent of the deficiency. The County's comment, exception, objection, rejection or disapproval shall be deemed reasonable, valid and binding, with no further action by the County, if based on any of the following grounds:

- (1) **Non-compliance with Requirements.** The Submittal or a part thereof or the Work fails to comply with any applicable covenant, condition, requirement, term or provision of this Contract, Project Management Plan and component plans thereunder;
- (2) **Good Industry Practice.** The Submittal or part thereof or the Work is not to a standard equal to or better than the requirements of Good Industry Practice;
- (3) **Incomplete Submittal, Content or Work.** Contractor has not provided all content and information required with respect to a Submittal, or a part thereof or the Work.
- (4) **Lack of Quality Control.** The Submittal contains a multitude of technical errors, spelling or grammatical errors, incorrect references, or is generally unprofessional and indicative of a lack of or insufficient quality control.
- (5) **Violation of Law.** Adoption of the Submittal or a part thereof, or of any proposed course of action thereunder, would result in a conflict with or violation of applicable law or Governmental Entity approval ("Governmental Approval"),
- (6) **Not a Typical County Arrangement.** In the case of a Submittal that is to be delivered to a Governmental Entity as a proposed Governmental Approval, or in order to obtain, modify, amend, supplement, renew, extend, waive or carry out a Governmental Approval, the Submittal proposes commitments, requirements, actions, terms or conditions that are not arrangements that the County offers or accepts for addressing similar circumstances affecting its projects.

F. Contractor Review and Comments. Contractor shall use its best efforts to accommodate or resolve any comments or objections to the Submittals by the County. Contractor shall timely and promptly respond to all of the County comments and objections to a Submittal and, except as provided below, make modifications to the Submittal as necessary to fully reflect and resolve all such comments and objections. If Contractor rejects a comment or objection, Contractor shall deliver to the County within a reasonable time period, not to exceed ten (10) Business Days, after receipt of the County's comments or objections, a written explanation of the rejection or objection to the comment by Contractor fully detailing why it is rejecting or objecting to the comment. The written explanation shall include the facts, analyses and reasons that support the conclusion, as well as supporting documentation. The Contractor's Project Manager and the County's Project Manager shall resolve any such conflict.

G. Failure to Notify. If Contractor fails to notify the County of its objections or comments within the required time period, then that failure shall constitute Contractor's agreement to make all changes necessary to accommodate and resolve the comment or objection and full acceptance of all responsibility for such changes without right to a Relief Event, Compensation Event or other Claim.

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H. Inspection of Work. If the SOW, laws, or any Governmental Entity require any component of the Work to be tested or approved, Contractor shall give the County timely written notice of such inspection and its readiness for inspection and testing to allow the County or its designee a reasonable opportunity to participate or monitor such inspection or testing.

I. Limitations on Contractor's Right to Rely. Contractor at all times shall have an independent duty and obligation to fulfill the requirements of this Contract. Any approval by the County shall not be deemed to relieve or otherwise waive any of the Contractor's obligations or requirements under this Contract, unless the same is the subject matter of an amendment to this Contract. The County assumes no duty, obligation or liability regarding completeness or correctness of any Submittal, including a Submittal that is to be delivered to a Governmental Entity as a proposed Governmental Approval, or in order to obtain, modify, amend, supplement, renew, extend, waive or carry out a Governmental Approval. No review, comment, objection, rejection, approval, disapproval, acceptance, certification (including certificates of acceptance and System Acceptance), concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight or similar action or the lack thereof, by or on behalf of the County shall constitute acceptance of non-conforming or defective materials or Work or waiver of any legal or equitable right under the Contact, at law, or in equity. The County shall be entitled to remedies for unapproved deviations and nonconforming Work and to identify additional Work which must be done to bring the Work and Project into compliance with the requirements of this Contract, including, but not limited to, the SOW, whether or not previous review, comment, objection, rejection, approval, disapproval, acceptance, certification, concurrence, monitoring, testing, inspection, spot checking, auditing or other oversight were conducted or given by the County or by the County's other contractors or designated representatives.

With respect to such activity or failure to conduct any such activity by the County or its other contractors or designated representatives, Contractor agrees and acknowledges that such activity:

- (1) is solely for the benefit and protection of the County;
- (2) does not relieve Contractor of its responsibility for the selection and the competent performance of all Contractor-Related Entities;
- (3) does not create or impose upon the County or other third-party providing approval on the County's behalf any duty or obligation with regard to Contractor's requirements hereunder;
- (4) shall not be deemed or construed as any kind of warranty, express or implied, by the County;
- (5) shall not relieve Contractor from liability for, and responsibility to cure and correct any, unapproved deviations, nonconforming Work or Contractor Events of Default.
- (6) shall not relieve or entitle Contractor to any reduction of or modification to its obligations to perform the Work in strict accordance with this Contract, or any of its other liabilities and obligations, including, but not limited to, its indemnity obligations, or otherwise entitle Contractor to additional costs or funds;
- (7) may not be relied upon by Contractor or used as evidence in determining whether Contractor has fulfilled the requirements of this Contract; and

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(8) may not be asserted by Contractor against the County as a defense, legal or equitable, to or as a waiver of or from, Contractor's obligation or responsibilities under this Contract.

J. Inspection and Testing.

At all times during the Term of this Contract, the County shall have the right to monitor, review, inspect, test, and audit the Work set forth in this Contract. The County shall have the right to attend and witness any tests and verifications to be conducted. Such attendance or participation does not waive any rights of the County for any defects or failures to perform by Contractor hereunder. Contractor shall provide to the County all applicable test results and reports (which may be provided in electronic format) within ten (10) Days after Contractor receives them.

ARTICLE VI – SAFETY PRECAUTIONS.

The Contractor shall be solely responsible for the safety of all persons and property employed by Contractor to perform the Work, and shall comply with the rules and regulations of OSHA, the County and any other Governmental Entity responsible for the safety of labor, the Work performed in, on or about the traffic lanes, and/or Work performed at any other work site related to the Project. The Contractor alone shall be responsible for the safety, efficiency and adequacy of its facilities, appliances and methods, and any damage which may result from their construction, maintenance or operations. Contractor shall erect and properly maintain at all times as required by the conditions and Work proper safeguards for the protection of its personnel, subcontractors, the public or any visitor or user of the Project site, and shall post danger warnings against any hazards created by Contractor's operations. Contractor shall designate a responsible member of its organization whose duty shall be safety monitoring and accident prevention and response.

ARTICLE VII – CONTRACTOR PERSONNEL

A. Sufficient and Qualified Personnel. Contractor shall provide sufficient professional personnel and staffing to perform the Work in a timely and efficient manner in accordance with this Contract. All Persons assigned to perform work or services under this Contract shall be employees or authorized subcontractors of Contractor, shall be licensed in the State of Illinois (if required by law), and shall be fully qualified to perform the work and/or services required to do the Work. Contractor shall include this provision in any agreement with any subcontractor and/or supplier selected to perform and/or to provide any portion of the Work. Personnel commitments set forth in the SOW shall not be changed unless approved by the County. Contractor's failure to provide adequate staffing to perform the Work may result in the termination of this Contract at the County's sole discretion.

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B. Contractor Responsibility. All Contractor personnel and subcontractor personnel shall comply with the County's workplace requirements while on the County's premises, Project site or otherwise while performing the Work. Contractor acknowledges and agrees that it is and shall be solely responsible for all of Contractor's employee wages and salaries, federal and state taxes, withholding, social security, insurance, and other benefits and taxes. Contractor agrees to provide workers' compensation insurance for Contractor's employees and agents and agrees to hold harmless and indemnify the County for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

C. County's Right to Remove. The County shall have the right to request Contractor to remove any employee from performing the Work under this Contract, if in the County's reasonable opinion such person is not satisfactorily performing the Work; is failing to cooperate as required in this Contract; is posing a security risk to the Project or to the County's business; is otherwise breaching a term of this Contract; whose presence on the Project is not in the interest of the County; or any other reasonable basis. In the event of such removal, Contractor will replace the employee with appropriately skilled personnel.

ARTICLE VIII - HARDWARE, MATERIALS, SUPPLIES & SOFTWARE

A. Equipment. Contractor shall obtain in the County's name and the County shall own all of the equipment and hardware (the "Equipment") required and purchased for and by the County. In particular, Contractor shall purchase on behalf of the County all in lane and roadside Equipment, materials, supplies ("Equipment) and software that must be utilized on the Project. The County shall pay for this Equipment as set forth in the Pricing Proposal Schedules. The Equipment shall conform to the requirements set forth in this Contract including, but not limited to, the SOW. Upon receipt of the Equipment, including software and Spare Parts, Contractor shall be responsible for the inventory process including the placement of asset identification labels on the item(s), if applicable, and providing information to the County from the Maintenance Management System to include vendor, date purchased, detailed description, picture, cost, make, model, serial number and estimated useful life in years. Contractor shall ensure that each item of Equipment and software shall be warranted by the manufacturer thereof, which warranty shall be enforceable by the County.

B. Spare Parts Inventory. Contractor shall be solely responsible for maintaining an adequate Inventory of Equipment, Spare Parts and consumables to perform and maintain the Work. The County shall own each Spare Part and consumable upon payment by the County to Contractor, except in the event Contractor elects to utilize the initial Spare Parts inventory during the warranty period, in which case the Contractor is responsible for funding the replenishment of the inventory and maintaining inventory levels to their original quantities at no additional cost to the County. Upon termination of this Contract, or as otherwise directed by the County, Contractor shall turn over to the County the inventory of Spare Parts paid for by the County.

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C. **Quality Control.** Contractor must ensure that all parts, components, Equipment, materials, and other items purchased for use in the System are new and in accordance with the applicable warranty. All Spare Parts purchased by Contractor must be new, of good quality and designed to reliably carry out their functions within the System and meet the requirements of this Contract.

D. **Software.** Contractor shall be responsible for identifying and documenting changes, enhancements and other modifications to and new releases for the software; and shall support the County in the development and efficient use of applications of the software and documentation.

E. **Risk of Loss.** Contractor shall assume the risk of loss for all Equipment and materials, and software until the County's acceptance of the applicable Work as set forth in the SOW. Contractor assumes all risk of loss for Spare Parts until the particular Spare Part is properly placed into the System and accepted by the County. Contractor shall maintain adequate insurance for the risk of loss. Contractor will not be responsible for the cost of repairs to install Equipment or replacement of the installed Equipment damaged through no fault of Contractor by a third-party.

F. **Warranties.** All warranties on such Equipment shall be transferred to, and be enforceable by, the County.

ARTICLE IX - INTELLECTUAL PROPERTY.

A. **General.** The County shall have a perpetual, uninhibited License to use the Intellectual Property provided under this Contract and as modified to meet the particular requirements of this Contract, during the Contract Term. Intellectual Property delivered to the County shall include all documentation along with all Licenses required for the County to operate and maintain the System. The License shall allow an unlimited number of end users. Source Code and Source Code documentation shall be used solely for the purposes of supporting and maintaining the Intellectual Property.

B. **License.** Contractor grants to the County for the purposes set forth in this Contract and for the operation and maintenance of the System, an irrevocable, non-exclusive, royalty free, non-transferrable (except as provided below), fully paid up right and license to use, reproduce (for back-up or transition purposes), modify, adapt and disclose, and sublicense others to use, reproduce (for back-up and transition purposes), modify, and adapt on the County's behalf, the Intellectual Property including with respect to Enhancements, except for off-the-shelf software and firmware that will be subject to their respective license agreements ("License").

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1. Limited Right to Transfer and Usage. Notwithstanding subsection 2 below, the County shall have the right to transfer the applicable License to a successor in the event another entity or agency is given the responsibility to maintain or otherwise operate the Project, provided that any such successor entity or agency agrees to be bound by these License terms. The License includes the right to make and have made copies of any and all software (for back-up and transition purposes), firmware and documentation; and to use any and all such copies, reproductions, modifications, adaptations, improvements or derivative works for the purposes set forth in this Contract for the operations and maintenance of the Systems. Source Code and Source Code documentation shall be licensed to the County pursuant to the terms of ARTICLE IX Section B, but only upon the occurrence of the events set forth in the Escrow Agreement (attached hereto as Exhibit B). There shall be no right to modify or adapt the Source Code except to maintain, enhance and operate the System. Such right shall not include the ability to create derivative works.

2. Third-Party License Transfer. Contractor shall secure all required licenses from third parties, pursuant to the terms set forth above in the name of the County and shall ensure that such licenses are transferable to and assignable to the County, without additional compensation to such third party. Contractor shall furnish the County with the original license agreements it obtains from such third parties within five (5) Days after entering into such license agreement.

C. Enhancements. The Systems shall be performance scalable, capable of being modified or enhanced within the system platform. The License shall include all updates, enhancements, modifications, upgrades, revisions, replacements, upgrades made to or in the place of software or any related documentation including, but not limited to, those that corrects errors, correct safety hazards, to support new computer hardware or Equipment with which the software is designed to operate, or other changes that are improvements or extensions of the Contractor's Intellectual Property provided herein, and all error corrections, patches and bug fixes and any other derivative works ("Enhancements") created by or for Contractor during the Term, but not thereafter. Notwithstanding the same, Enhancements eligible for additional compensation is limited to those Enhancements (revisions, updates, modifications or upgrades) made after the applicable warranty period that increase software or hardware capabilities beyond the original Project specifications. Such reimbursable Enhancements do not include routine system updates, modifications or maintenance work made to the software or hardware that is required to correct errors, patches or bug fixes or to operate and maintain in accordance with the SOW.

D. Exclusions. Subject to the License and rights granted to the County pursuant to this Contract and public records disclosure matters, the County shall not at any time (i) sell any Contractor's Intellectual Property or use, reproduce, modify, adapt and disclose, or permit any party to use, reproduce, modify, adapt and disclose, any such Intellectual Property for any purpose not consistent with this Contract; (ii) except as expressly permitted by this Contract, create derivative works based on Contractor's Intellectual Property; (iii) reverse engineer, disassemble, or decompile Contractor's Intellectual Property; or (iv) remove any identification or notices contained on Contractor's Intellectual Property.

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E. Ownership. Subject to Contractor's License rights, Contractor's Intellectual Property, including, but not limited to, Enhancements, Source Code and Source Code Documentation, shall remain exclusively the property of Contractor or Contractor's subcontractor/supplier, as applicable. Any delivery of copies to the County shall be furnished to the County pursuant to the license terms set forth herein.

F. Benefit of Innovation. In the event Contractor develops innovations not otherwise provided for or required in the SOW (including, Enhancements) nor tested in the market, and if the County and Contractor see opportunities for mutual benefit in the exploration and testing of such innovations within the framework of the Projects, then the County and Contractor agree to work cooperatively to explore and advance new technologies and innovations if feasible within the County's sole discretion. Contractor agrees to offer the County the opportunity to test and implement new technologies or innovations subject to the negotiation of a fair and reasonable cost for the County's willingness to test such innovation.

G. Intellectual Property Escrow. The County and Contractor acknowledge that Contractor and Contractor subcontractors/suppliers that supply software, Source Code, or other Intellectual Property may not wish to deliver the Intellectual Property directly to the County, and desire to implement measures to protect such information from public disclosure to the extent permitted under applicable Law. The County nevertheless must have access to such Intellectual Property to ensure that it is usable, released and delivered to the County. Therefore, Contractor shall deposit the Intellectual Property with a neutral trustee. Contractor shall (a) select, subject to the County's prior approval, an escrow company or other neutral custodian ("Escrow Agent") engaged in the business of receiving and maintaining escrows in the Kane County area, or in another location the Parties agree to in writing, of Source Code or other Intellectual Property; and (b) establish an escrow ("Intellectual Property Escrow") with the Escrow Agent on terms and conditions substantially similar to the ones attached hereto as Exhibit B (Escrow Agreement) for the deposit, retention and upkeep of Source Code, Source Code Documentation and/or other Intellectual Property and related documentation. Intellectual Property Escrow also may include Contractor subcontractors as parties and may include deposit of their Intellectual Property. Contractor shall be responsible for the fees and costs of the Escrow Agent. Notwithstanding the foregoing, the County makes no representation with regard to the confidentiality of any Intellectual Property Escrow.

1. Delivery to Escrow Agent. Contractor shall deliver to the Escrow Agent:

- a) Pre-existing source code and Source Code documentation, immediately upon execution of this Contract;
- b) Source Code and Source Code documentation incorporated into or used on or for the Project, prior to the applicable project Go-Live date;
- c) Source Code and Source Code documentation for any Enhancement (including, but not limited to, update, upgrade or correction of source code and source code documentation) incorporated into or used on or for the Project or any portion thereof, not later than fifteen (15) Days after the end of the calendar quarter in which it is first incorporated or used in any Project; and for any other Intellectual Property, on the Effective Date (if it exists as of such date) and otherwise within fifteen (15) Days after the end of the calendar quarter in which it is first incorporated or used in connection with the Project or the Work.

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2. **County as Signatory.** The County shall be a signatory on the Intellectual Property Escrow Agreement with direct rights of enforcement against Contractor and the Escrow Agent, and any relevant third-party depositor of such Intellectual Property. Each escrow agreement shall provide that any amendment or supplement to such escrow agreement shall be subject to the County's prior written approval which shall not be unreasonably withheld.

3. **Access and Inspection.** The Escrow Agreement shall provide rights of access and inspection to the County at any time.

4. **Survival of Escrow Agreement.** The Escrow Agreement shall survive expiration or earlier termination of this Contract regardless of the reason, until such time as both Parties agree, in their respective sole discretion, that the Intellectual Property contained therein is of no further use or benefit to the Project. Should the County require the Escrow Agreement remain open after the expiration of the Term, the County shall pay the fees and expenses associated with any such escrow agreement.

ARTICE X - LOSS OF REVENUE.

A. **Liability for Revenue Loss.** If the County incurs a loss of gross revenue as a result of the acts or omissions of Contractor or Contractor subcontractors, not otherwise subject to Liquidated Damages as provided in Article XI, then for each event in which the County incurs a loss of gross revenue that exceeds \$2,000.00, Contractor shall pay to the County the gross revenue associated with lost trips, and lost or unrecognized tolls. In the event that the County is unable to determine such lost gross revenue because data is lost or otherwise unavailable, then the Parties agree that the determination of the lost gross revenue shall be based on historical figures (traffic) maintained by the County. The County, at its option, may either reduce the amount of the subsequent monthly maintenance fee or warranty fee, as applicable, by the amount of gross revenue due as set forth herein, or require Contractor to make payment of the lost gross revenue within thirty (30) Days of the County's notice to Contractor of the amount.

B. **Stale Transactions.** Once the Project is open to tolling and thereafter during the remainder of the Term, if as a result of the acts or inactions of Contractor or Contractor Parties, Contractor fails to successfully transmit to the Back Office a properly formed toll transaction and all of the information required by this Contract for each such toll transaction within forty-five (45) Days after the date the transaction occurred ("Stale Transactions"), then Contractor shall be responsible to make payment to the County for the amount of lost tolls represented by each Stale Transaction. Contractor shall make payment to the County of such loss of revenue from the Stale Transactions within thirty (30) Days of the County's notice to Contractor.

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C. Contractor Recommendation. Contractor may present to the County remedies that will prevent similar future events. If the County agrees that such remedies will prevent future similar events, then approval of the implementation of such remedies will not be unreasonably withheld by the County, taking into consideration the County's business needs and other general business considerations. By way of example and not by limitation, any correction that may result in a Stale Transaction shall be deemed unreasonable. Agreed upon remedies will be executed at no cost to the County and not impact in any way any of the County's other requirements under this Contract or Contractor's other obligations under this Contract. Contractor acknowledges that the County's approval of any such remedy does not limit the County's remedies or recourse in the event such approved remedy does not fulfill the stated purpose.

ARTICLE XI - LIQUIDATED DAMAGES

A. Contractor will be subject to liquidated damages liquidated damages for its failure to perform in the instances set forth below in Tables 7-2, 7-3, 7-4 and 7-5 of the RFP. Both Parties agree that the liquidated damages amounts are reasonable and represents their acknowledgement of the impracticability and extreme difficulty of fixing and ascertaining the true value of the damages which the County would sustain by failure of Contractor to meet the Milestone and performance requirements (liquidated damages events) listed below. Such damages include loss of revenue, harm and inconvenience to the public, reputational damage, and consequential delay costs, including but not limited to, service charges, interest charges, additional inspection, oversight and administrative costs. Should Contractor have a liquidated damages Event, the County will notify the Contractor and shall deduct the applicable liquidated damages amount from any monies due or that may become due to Contractor. The Parties intend that the liquidated damages constitute compensation, and not a penalty. Contractor's payment of the liquidated damages is Contractor's sole liability and entire obligation and the County's exclusive remedy for the liquidated damages Events.

B. Lane Closures and Reopening. Should the Contractor fail to timely reopen a lane(s) closed by Contractor for any reason at the times specified in writing by the County, Contractor shall be subject to liquidated damages. Liquidated damages shall be assessed as follows: \$500.00 per lane per hour.

C. No Waiver. Permitting the Contractor to continue and finish the Work or any part of the Work after the expiration of the time allowed for completion or after any extension of time, shall not operate as a waiver of the rights of the County under this Section XI or any other section of this Contract.

D. Contractor and Surety Jointly and Severally Liable. Notwithstanding any other provision to the contrary, Contractor's and the Contractor's surety shall be jointly and severally liable for the liquidated damages assessed by the County. If Contractor and/or the Contractor's surety litigate the validity of or assessment of these liquidated damages, Contractor and the Contractor's surety, jointly and severally, shall also be liable for legal fees, expert fees, professional fees, costs, other expenses and/or damages incurred by the County.

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E. **Unenforceability of Liquidated Damage.** If any liquidated damages are found for any reason to be void, invalid or otherwise inoperative, then the County is entitled to claim against the Contractor for any and all damages available to it at law or in equity as related to the liquidated damages event.

ARTICLE XII - CHANGE ORDERS

A. Changes to Work. Either party may propose changes to the scope or schedule of the Work. Requests for changes will be submitted to the other party in writing for consideration of feasibility and the likely effect on the cost and Project Schedule. The parties will mutually agree upon any proposed changes, including resulting equitable adjustment to cost and schedule for the performance of the Services. The agreed changes will be documented in one or more Change Orders. Work not eligible for or considered subject to a Change Order request includes Work that is necessary to correct or repair Contractor's defects or deficiencies, Work required to comply with applicable industry standards or applicable laws and regulations; and software Enhancements, as indicated in Art. IX, Section C of this Contract.

B. Value Engineering. The Contractor may propose changes to the County's processes, procedures or policies or enhancements to the system that will reduce costs or possibly time on project development and implementation or reduce the County's budget for operating the system. To encourage the use of the ingenuity and expertise of the Contractor in arriving at alternate plans, specifications or other requirements of the contract, savings in costs to the County derived from a proposal accepted under this section will be shared equally between the Contractor and the County. The Contractor's costs for development, design and implementation of the proposal are not eligible for reimbursement, and the proposed change must not impair any of the essential functions and characteristics of the project such as service life, reliability, safety and necessary standardized features. Acceptance of a value engineered proposal is at the sole discretion of the County. If the County already is considering revisions which are subsequently submitted as a value engineering proposal, the County may reject the Contractor's proposal or portions thereof and may proceed with such revisions without any obligations to the Contractor.

C. County Changes. The County may require modifications, interfaces, conversion, report writer, or other services from the Contractor that deviate from the Statement of Work. The Contractor agrees to provide a written Change Order describing the work to be performed on a lump price or time and materials basis, and in the case of time and materials services estimating the costs for the approval before beginning any such work. The Contractor will not exceed the estimated time and materials fees set forth in the mutually agreed to Change Orders without justification, in writing, that is acceptable to the County. No costs in excess of the estimates will be paid by the County unless approved in advance of fee incurrence. All modifications, interfaces, conversions, report writer, and similar services shall be subject to Formal Acceptance before payment is released by the County.

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D. County Delays. If action or inaction by the County, or failure by a County third-party contractor or supplier (excluding those licensing software under the Contract) to perform their responsibilities as described in the Contract in a timely manner prevents the Contractor from or delays the Contractor in performing the Work, the Contractor will be eligible for an equitable adjustment in the Project Schedule. In such event, the parties will negotiate in good faith to determine the appropriate equitable adjustments to the Project schedule and may mutually agree upon a Change Order documenting the adjustments. Any extension of time granted pursuant to this shall be the sole remedy which may be provided by the County. The Contractor shall not be entitled to additional compensation from the County or mitigation of Liquidated Damages. Failure to timely submit a request for deviation from the Project Schedule constitutes waiver of an equitable adjustment.

E. Changes to Applicable Law. If the statutes, regulations, executive or court orders or other rules or authorities affect the Work performed under this agreement in any way (whether through enactment, rescission, modification, failure to adopt enabling legislation or otherwise), such governing authorities shall be complied with, but only to the extent actually necessary under the law. In such event, this agreement shall remain in effect, unless the effect of the order is to deprive the County of a material part of its bargain with the Contractor. In the event this order results in depriving the County of materials, functionality or raising costs, the County shall have the right to terminate the Agreement upon thirty (30) days written prior notice to the Contractor. Should the contract be terminated under such circumstances, the County shall be absolved of all penalties and financial assessments related to termination of the contract.

ARTICLE XIII – WARRANTIES

Contractor shall warrant all components (hardware, software and firmware) furnished under the Contract to be free of defects in equipment, software and workmanship for a period of one (1) year minimum from date of System Acceptance. During the one-year all-inclusive Warranty Period, Contractor shall provide remote and on-site response to any service affecting conditions, including Preventive Maintenance functions during this period.

A. Software Warranty. The County has presented specifications of the particular purpose for which the System is intended. The County has provided detailed descriptions and criteria of how the System can be defined to accomplish the particular purpose. The County has also defined the exact procedures and techniques to be employed in testing whether the System has achieved the defined performance of this particular purpose. Given this advanced preparation concerning and documentation about the County's particular purpose, Contractor should (1) have reason and opportunity to know the particular purpose for which products are required, and (2) understand that the County is relying on Contractor's experience and knowledge of its services to provide those services and products which are most suitable and appropriate. Therefore, Contractor warrants that the services are fit for the purposes for which they are intended as described in the Scope.

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Contractor shall provide for and support the Software Warranty at no additional cost to the County. All software and firmware shall remain in good working order, as determined solely by the County's judgment, throughout the Warranty Period; and shall meet or exceed the requirements of the Scope, Contractor's published performance specifications, and Contractor's design.

1. **Technical Support.** Toll-free technical support shall be provided on a twenty-four (24) hour, seven (7) day per week basis during the warranty period.
2. **Free from Defect.** All software and firmware provided under the Contract shall be free from defects under normal use and remain in good working order. In addition, the licensed Software and firmware shall perform in accordance with the requirements of the Scope, Contractor's design and specifications, and the descriptions and documentation provided by Contractor. The software and firmware shall not contain viruses, backdoor entry points or pre-programmed devices that shall cause any software utilized by the County to be erased or become inoperable or incapable of processing accurately and in accordance with the Scope requirements.
3. The software and firmware shall perform on any equipment purchased pursuant to the Scope, including updates or new releases to such equipment. Contractor shall provide the County with the ability to duplicate the software and firmware to function in accordance with the requirements of the Scope on hardware purchased pursuant to this Contract.
4. Contractor warrants that it shall provide, at no additional charge, upgrades for the entire Contract Term to licensed and propriety software as made available but shall not substitute a later version of any software approved for use by the County without the County's approval.
5. Contractor shall correct all material defects or malfunctions in the Software and Documentation discovered during the Warranty Period and shall expeditiously provide the County with corrected copies, without additional charge. If software can only be corrected in conjunction with additional or revised hardware, the cost of this hardware shall be at Contractor's expense.
6. Contractor warrants that all Deliverables, including their use by the County in unaltered form, will not infringe any third-party copyrights, patents or trade secrets that arise or are enforceable under the laws of the United States of America.

B. **Third Party Warranties.** In addition to the hardware, software and firmware warranties, Contractor shall assign to the County, and the County shall have the benefit of, all Subcontractors' and Suppliers' warranties and representations with respect to the hardware, software and firmware provided hereunder. In Contractor's agreements with Subcontractors and Suppliers, Contractor shall require that such parties assign and furnish such warranties and representations to the County.

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C. **Warranty Obligations.** Without limiting any rights the County may have, Contractor's obligation with respect to the hardware, software and firmware warranties includes the following:

1. Expedited repair or replacement at Contractor's sole cost and expense, including the cost of removal of the unit of Equipment (or part or component thereof) which proves defective or insufficient, or proves to have failed to comply with the Work and Scope requirements.
2. Contractor shall cause such prompt repair or replacement to be completed but no later than twenty-four (24) hours of the County's notification to Contractor of such condition.
3. In the event any software or equipment does not satisfy the conditions of performance set forth in the Scope requirements, Contractor's obligation is to promptly repair or replace such software and equipment at Contractor's cost and expense. Alternatively, Contractor may provide different equipment, software and services, as required, to attain the performance requirements set forth in the Scope, subject to prior approval by the County.

ARTICLE XIV – THIRD PARTIES

A. **Assignment.** Neither party may not assign, transfer, convey or otherwise transfer or dispose of its rights, title, interest in, or its duty to perform or supervise the performance of any of its obligations hereunder, to any other person, company, corporation or entity without the prior written approval of the County. Any purported assignment in violation of the preceding sentence will be void. Any approved assignment shall not relieve the Contractor from any of its responsibilities under the Contract or imply a willingness on the part of the County to give any subsequent or other consent, nor stop the County from refusing same; nor shall any such consent confer upon any assignee or transferee any right to assign or transfer any rights conferred upon such transferee.

B. **Subcontracting.** The Contractor shall not sublet or subcontract nor shall any subcontractor commence performance of any part of the work or services included in this Contract without the previous written approval of the County. Subcontracting, if permitted, shall not relieve the Contractor of any of its obligations under this Contract. The Contractor shall be and remain solely responsible to the County for the acts or faults of any subcontractor and of such subcontractor's officers, agents and employees, each of whom shall for this purpose, be considered an agent or employee of the Contractor to the extent of its subcontract. The Contractor shall file a conformed copy of the applicable subcontract with the County. The Contractor and any subcontractor shall jointly and severally agree that the County is not obligated to pay or to be liable for the payment of any sums due any subcontractor. References to the Contractor in this Contract include authorized subcontractors of the Contractor.

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C. Removal and Replacement of Subcontractor. The County shall have the right to require Contractor to remove a subcontractor or supplier of Contractor from performing under this Contract, if in the County's reasonable opinion such subcontractor or supplier:

- (1) is not performing its portion of the Work satisfactorily;
- (2) is failing to cooperate as required in this Contract;
- (3) is posing a security risk to the Project or to the County's business;
- (4) is otherwise breaching a term of this Contract;
- (5) its presence on the Project is not in the interest of the County;
- (6) is providing work or services no longer needed for the Project; or
- (7) any other reasonable basis.

In the event of such removal and the services or Work that was provided by the subcontractor is still required for the Project, Contractor will replace the subcontractor with an appropriately skilled subcontractor, subject to the County's approval.

D. Waiver of Defense. The Contractor covenants for the benefit of the County that it will not defend against any claim, suit or action brought against the Contractor or the County on account of any tortious act or contractual liability alleged to have been committed or incurred in the Contractor's performance of the Contract during the term thereof, on the ground that said performance, or that any duty or obligation of the Integrator hereunder was in fact being discharged, by any person, firm or corporation other than the Contractor, unless the alleged cause of action occurred subsequent to an assignment or transfer of the entire Contract, which assignment or transfer was duly consented to by the County in writing.

E. Party Beneficiaries. There are no intended third-party beneficiaries of any provision of this Contract.

F. No partnership created. The Contractor is an independent contractor for all purposes under this Contract. This is not an agreement of partnership or employment of the Contractor or any of the Contractor's employees by the County for the purpose of extending any county employment benefits, including but not limited to the County's health and welfare, retirement, unemployment or workers' compensation benefits, or for any other purpose. The Contractor shall not pledge or attempt to pledge the credit of County or in any other way attempt to act on the County's behalf in an effort to bind the County to any additional agreements. The Contractor agrees to indemnify the County for any and all sums that are due and owing to the Internal Revenue Service (IRS) for withholding FICA and unemployment or other state and federal taxes. The Contractor further agrees to make such payments to the IRS and appropriate state authorities for withholding FICA and unemployment taxes.

G. Pre-existing Contractor and Third-Party Materials. Any pre-existing Contractor or third-party materials incorporated into the Work or otherwise necessary to operate or implement the system will be licensed to the County under a license agreement acceptable to the County for no additional licensing fees other than those specified in the accepted price proposal.

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H. Noninfringement. The Contractor warrants that all materials, including their use by the County in unaltered form, will not infringe any third-party copyrights, patents or trade secrets that exist on the Effective Date and that arise or are enforceable under the laws of the United States of America.

I. Third-Party Products. To the extent the Contractor has the legal right to do so, the Contractor agrees to assign or pass through to the County or otherwise make available for the benefit of the County, any manufacturer's or supplier's warranty applicable to any third-party software, hardware or equipment provided by the Contractor under this contract. The Contractor warrants that all hardware or equipment components supplied, whether installed initially or under subsequent orders, shall be newly manufactured equipment or assembled from newly manufactured parts and approved by Underwriter's Laboratories.

ARTICLE XV- INDEMNIFICATION

A. Generally. The Contractor shall defend, indemnify and hold harmless the County, its County Board members, County Engineer, officers employees and agents ("Indemnified Parties"), from and against any and all liability, including claims, demands, losses, damages, settlements, judgments, costs and expenses (including reasonable attorney's fees and any costs of defense) of every kind and description arising out of or in any way connected with, or occurring during the course of, performance of the Contract, whether directly or indirectly, where such liability is:

1. founded upon or grows out of, directly or indirectly, the acts, errors, omissions, undertakings, representations or warranties of the Contractor, its officers, employees, agents, independent contractors or subcontractors; and
2. is attributable in any manner to bodily injury, personal injury, loss of revenue, sickness, disease or death of any person, or to the injury to or damage or destruction of property.

B. Patents, Copyrights, and Trade Secrets. The Contractor shall indemnify and shall hold harmless (including reasonable attorney fees) Indemnified Parties against all liability to third parties (other than liability solely the fault of the Indemnified Party) arising from or in connection with claims of violation of United States patents, trademark, trade secrets, proprietary information, copyrights or other intellectual property rights in existence on the Effective Date resulting from the Contractor's or the County's use of any equipment, software, technology, documentation, and/or data developed in connection with the services and products described in the Contract. If a third-party claim causes the County's quiet enjoyment or use of any product supplied by the Contractor to be endangered or disrupted, or should a court order be issued against the County restricting its use of any product and should the Contractor determine not to further appeal the claim issue, at the County's sole option, the Contractor shall provide at its sole expense, the following:

1. Purchase for the County the rights to continue using the contested product(s); or
2. Provide substitute products to the County which are, in the County's sole opinion, of equal or greater quality, or

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3. Refund all monies paid to the Contractor for the product(s) subject to the court action. The Contractor shall also pay to the County all reasonable related losses related to the product(s) and for all reasonable expenses related to the installation and conversion to the new product(s).

C. Application. This Agreement of indemnity shall survive expiration or termination of this Agreement. Nothing herein contained shall require the Contractor to reimburse the County for acts or omissions caused by the sole negligence of the County. The Contractor shall waive and shall not assert any claim against the County for any injury to persons, whether or not resulting in death, or any loss or damage to property occurring from any cause unless such injury, loss or damage is due solely to the negligence of the County, its agents or employees. Should the County elect to have the Contractor defend one or more of the Indemnified Parties, the County shall have the right, but not the obligation, to associate in such defense, whether directly or through outside legal counsel, or both. The indemnity obligations of the Contractor shall not be limited by the types, terms, conditions, or limits of liability of any insurance purchased and maintained.

ARTICLE XVI – INSURANCE AND BONDING

A. General. Except for the Contractor's indemnification obligations with respect to infringement specified in Article VI. B., the Contractor shall, at its expense and at all times during the performance of services hereunder, maintain liability insurance insuring themselves against the indemnification obligations undertaken in Article IV, Indemnification throughout the term of the Contract. The Contractor shall require its subcontractors to obtain insurance and shall be responsible for enforcement of its subcontractors' obligation to obtain insurance, at limits appropriate to the exposures of the subcontractor's work to satisfy the requirements hereunder. The policies the Contractor and its Subcontractors maintain shall be with companies authorized to do business in Illinois and rated "A" or above by A.M. Best Company or equivalent and carry the following coverages and limits:

1. Comprehensive Commercial General Liability that includes the County as an additional insured for amount not less than \$1,000,000, including those resulting in death to any one person or persons and/or property damage arising from any one (1) accident and \$2,000,000 in the aggregate, including coverage for: premises operations, liability for independent contractors, products liability, valuable papers, contractual liability and personal injury. The policy or policies shall be primary and non-contributory and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

2. Comprehensive Automobile Liability Insurance for bodily injury and property damage that includes the County as an additional insured for an amount not less than \$1,000,000 combined single limit. The policy or policies shall be primary and non-contributory and shall not contain a provision that eliminates coverage for damages arising out of the negligence of the additional insured.

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3. Professional Liability Insurance for not less than \$3,000,000 for any one incident, and if not written on an occurrence basis, shall be maintained for a period of not less than two (2) years following the completion of the Phase 2.

4. Umbrella/Excess Liability Insurance Policy over primary general liability and automobile liability in an amount not less than \$5,000,000.

B. Certificate of Insurance. Upon execution of this Contract, the Contractor shall submit to the County a certificate(s) of insurance with respect to the required policies. If the additional insured endorsements required above is not available at the execution date, the Contractor shall submit to the County a notation of the endorsement together with either a binder or an advice with respect to such endorsement. The endorsement shall be submitted no later than thirty (30) days after the execution date hereof.

C. Copy of Insurance Policy. In the event that the Contractor's certificates of insurance are not reasonably sufficient evidence of the Contractor having met the insurance requirements of this Article, the Contractor shall forthwith provide a copy of the insurance policy or policies required under this Contract upon the request after redacting proprietary or confidential information.

D. Additional Insured Provision. The Contractor shall provide the County and maintain a certificate of insurance for its General Liability Policy which certificate shall include the County as additional named insured. The additional insured endorsement included on the Contractor's Commercial General Liability policy will provide the following:

- a. That the coverage afforded the additional insured will be primary insurance for the additional insured with respect to claims arising out of operations performed by or on behalf of the Contractor;
- b. That if the additional insured has other insurance which is applicable to the loss, such other insurance will be only on an excess or contingent basis;
- c. That the amount of the Contractor's liability under the insurance policy will not be reduced by the existence of such other insurance; and,
- d. That the certificate of insurance shall contain a provision or endorsement that the coverage afforded will not be canceled, materially changed, nor renewal refused until at least thirty (30) days prior written notice has been given to County.

E. Performance Guarantee. The Contractor shall also furnish a performance guarantee (performance bond/letter of credit) in a form satisfactory to the County at the time of Contract execution. Said guarantee shall provide for payment to the County a penal sum of not less than 100 percent of the TCS Implementation Cost identified in the Contractor's Pricing Proposal in the event the Contractor fails to perform any of the terms and conditions of the Contract, at any time during the term thereof. The performance guarantee shall be furnished by a surety authorized to conduct business in the State of Illinois and shall remain in effect throughout the

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term of the Contract.

F. Maintenance Bond. The Contractor shall also furnish a maintenance bond in a form satisfactory to the County within 10 days of the Effective Date (the "Maintenance Bond"). The Maintenance Bond must be in an amount equal to at least 100% of this Contract's TCS maintenance cost for the Initial Term. An annually renewable maintenance bond based on the value of each year of maintenance service is acceptable. The Maintenance Bond shall provide for payment to the County in the event Contractor fails to perform any of the terms and conditions of the maintenance obligations under this Contract, at any time during the Initial Term.

G. Workers Compensation. The Contractor shall also procure and maintain until the Contract has been fully and completely performed, Illinois Worker's Compensation Insurance covering all employees who engage in any work in connection with the performance of the Contract except employees hired in a state other than Illinois who will not engage in any work in the State of Illinois.

H. Notice. Within twenty-four (24) hours after the occurrence of any accident or other event that results in or might result in injury to the person or property of any person, which arises in any manner from the performance under the Contract or occurs in the area(s) for which the Contractor is responsible, the Contractor shall send written notice thereof to the County's General Counsel setting forth a full and precise statement of the facts pertaining thereto, and send a copy of any summons, subpoena, notice or other documents served upon or received by the Contractor, or any agent, employee or representative of the Contractor, arising in any manner from the performance of the Contract or any part thereof.

ARTICLE XVII – DEFAULT AND TERMINATION

A. Default. Each of the following shall constitute an event of default by the Contractor:

1. If the Contractor becomes insolvent, makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or consents to the appointment of a receiver, trustee or liquidator of all or substantially all of its property;
2. If by order or decree of a court, the Contractor is adjudged bankrupt or an order is made approving a petition filed by any creditors or, if the Contractor is a corporation, by any of the stockholders of the Contractor, seeking its reorganization or the readjustment of its indebtedness under the federal bankruptcy laws or any law or statute of the United States or of any state thereof;
3. If a petition under any part of the federal bankruptcy laws or an action under any present or future insolvency law or statute is filed against the Contractor and is not dismissed within ninety (90) days after the filing thereof;
4. If any lien is filed against the County's property or funds because of any act or omission of the Contractor, and such lien is not released or discharged at Contractor's cost within twenty (20) days;
5. If the Contractor voluntarily abandons, deserts, vacates or discontinues its operations;

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6. If the Contractor fails duly and punctually to pay any monies required hereunder within twenty (20) days after written notice;

7. If the Contractor fails to keep, perform and observe any promise or requirement set forth in the Contract documents on its part to be kept, performed or observed within five (5) days after receipt of notice of default from the County, except where fulfillment of its obligation requires activity over a period of time and Contractor has commenced whatever may be required to cure the failure to the satisfaction of the County within five (5) days after notice and continues such performance without interruption.

B. Remedies for Default. Upon occurrence of any Default or any time thereafter during the continuance thereof, the County may, at its option, exercise concurrently or successively any one or more of the following rights and remedies:

1. Upon five (5) days' notice, terminate this Agreement.

2. Sue for the collection of fees or other amounts for which Contractor may be in default or for the performance of any other promise or contract devolving upon Contractor for performance or damage therefor, all without terminating this Contract;

C. Waiver. No waiver by the County at any time of any of the terms or conditions of this Contract shall be deemed or taken as a waiver at any time thereafter of the same or any other term or condition herein or of the strict and prompt performance thereof. No delay, failure or omission of the County to exercise any right, power, privilege or option arising from any default, or subsequent payment then or thereafter accrued shall impair or be construed to impair any such right, power, privilege or option to waive any such default or relinquishment thereof, or acquiescence therein and no notice by the County shall be required to restore or revive any option, right, power, remedy or privilege after waiver by the County of default in one or more instances. No waiver shall be valid against the County unless reduced to writing and signed by an officer of the County duly empowered to execute same.

D. Other Termination Events. In addition to the termination upon five (5) days' notice after an occurrence of default as provided above, the County may terminate this Agreement for the following reasons:

1. **Damage to Project.** The County may terminate this Agreement upon damage or destruction to its facilities.

2. **Mutual Agreement.** The County and Contractor may mutually agree to terminate this Contract in writing on a date prior to the expiration of the term herein.

3. **Lack of funding appropriation.** Contractor shall be paid all amounts due up to the termination date.

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4. **For Convenience.** The County may unilaterally terminate the Agreement, in whole or in part, at any time for any reason, by giving thirty (30) calendar days prior written notice to the Contractor. If the County unilaterally terminates the Agreement pursuant to this Section, the Contractor shall be paid all amounts due up to the termination date. The County shall only pay Contractor for Work performed through the termination date, any restocking fees actually and reasonably incurred by Contractor for any Work ordered but not used on the Project, and reasonable and actual wind-down or transition costs. The County shall not be responsible for any other costs, fees and expenses, including but not limited to administrative fees, legal fees, salaries, loss profit.

E. Duty Upon Termination. This Contract may terminate as a result of the end of a Contract Term (Scheduled Termination); or may be terminated as a result of a Contractor Default, as specified in Article XVII.A and XVIII.B (Unscheduled Termination). Contractor shall take all action that may be necessary, or that the County may direct, to minimize disruption to the Project; to ensure the orderly transition of the Work and management of the Project by the County or, if applicable, any subsequent or successor contractor; and to protect and preserve the Project, the Work and such materials, goods, machinery, Equipment, parts, supplies and other property belonging to the County.

1. In the event of a Scheduled Termination, Contractor shall comply with the transition requirements of Subsection 17.12.1 of the RFP.

2. In the event of an Unscheduled Termination, Contractor shall comply with Subsection 17.12.3 provide an inventory or promptly surrender all Equipment purchased by the County.

3. Contractor shall surrender all Project records, drawings (including plans, elevations, sections, details and diagrams), specifications, designs, design documents, as-built and record plans, surveys, and other documents and information pertaining to the design, construction and operations and maintenance of the Project including, manuals, books, records, reports, test reports, studies and other documents of a similar nature.4. Upon termination of this Contract, the obligations of the Contractor and County to this contract shall cease, but they shall not be relieved of the duty to perform their obligations up to the date of termination. Notwithstanding anything in this contract to the contrary however, the obligations of the Contractor to indemnify and hold harmless the County as provided for in Section 9.0 of the contract shall survive the termination of this contract.

ARTICLE XVIII - LAW AND DISPUTES

A. Governing Law. The Contract shall be subject to all laws of the Federal Government of the United States of America and to the laws of the State of Illinois. All duties of either party shall be deemed performable and performed in the State of Illinois. The applicable law for any legal disputes arising out of this contract shall be the law of (and all actions hereunder shall be brought in) the State of Illinois, and the forum and venue for such disputes shall be in the courts in Kane County, Illinois.

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B. Informal Dispute Resolution. At the written request of either party, the parties will attempt to resolve any dispute arising under, or relating to, the Contract through the informal means. Each party will appoint a senior management representative who does not devote substantially all of his or her time to performance under the Contract. The representatives will furnish to each other all non-privileged information with respect to the dispute that the parties believe to be appropriate and germane. The representatives will negotiate in an effort to resolve the dispute without the necessity of any formal proceeding. The exercise by either party of any right of informal dispute resolution shall not be deemed to waive, exhaust or impair any other right or remedy available to the parties including but not limited to the right to seek any available remedy in the Circuit Court of the Sixteenth Judicial Circuit, Kane County, Illinois.

C. Non-Performance Escalation Procedures. The foregoing process under Section C. notwithstanding, and subject to the right to cure specified in Article VIII, in the event that the County determines that the Contractor is not performing in compliance with the agreed upon term and conditions specified in this Contract, then the County shall have the right to, in the sequence shown: (a) formally notify the Contractor of non-performance, (b) reserve the right to withhold any and all payments pending, until the non-performance is corrected, (c) request a joint meeting to attempt to resolve the non-performance, (d) require a Contractor employee to be on- site at the County's location at no additional expense until the non-performance is resolved, (e) make a claim against the Contractor's performance or maintenance bond; or at the County's sole option, commencing suit, or (g) invoke the Termination clause herein.

D. Formal Dispute Resolution - Litigation. If the parties are unable to resolve differences after exhausting the Informal Dispute Resolution and Non-Performance Escalation Procedures, all disputes shall be resolved through the Illinois courts, the Circuit Court of the 16th Judicial Circuit Kane County Illinois.

E. Public Records Act. The Contractor acknowledges that the County is subject by law to responding to all public record requests under Illinois law. The Contractor shall comply with County requests for information under the Illinois Freedom of Information Act in all respects and shall not restrict or otherwise inhibit the County from complying.

ARTICLE XIX - GENERAL

A. Notices. All notices or communications required or permitted as a part of the Contract shall be in writing (unless another verifiable medium is expressly authorized) and shall be deemed delivered when:

1. Actually received, or
2. If not actually received, 3 days after transmittal through electronic mail receipt with a hard copy sent through the United States Postal Service with proper postage affixed and addressed to the respective other party at the address set out below or such other address as the party may have designated by notice to the other party, or
3. Upon delivery by the County of the notice to a representative of the Contractor while on the County property.

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The addresses of the parties to this Master Agreement are as follows:

In the case of the County: with a copy to:

Attn:
Address:
Fax:
Phone:
E-Mail:

In the case of the Contractor:

with a copy to:

Attn:
Address:
Fax:
Phone:
E-Mail:

B. Reasonable Behavior. Each party will act in good faith in the performance of its respective responsibilities under the Contract and will not unreasonably delay, condition or withhold the giving of any consent, decision or approval that is either requested or reasonably required by the other party in order to perform its responsibilities under the Contract.

C. Integration and Amendment. The Contract constitutes the entire agreement between the parties and supersedes all other prior or contemporaneous communications between the parties (whether written or oral), and all other communications relating to the subject matter of the Contract. The Contract may be modified or extended by formal amendment of the Contract signed by the parties and made a permanent part of the Contract.

D. Severability. The provisions of the Contract will be deemed severable, and the unenforceability of any one or more provisions will not affect the enforceability of any other provisions. In addition, if any provision of the Contract, for any reason, is declared to be unenforceable, the parties will substitute an enforceable provision that, to the maximum extent possible under applicable law, preserves the original intentions and economic positions of the parties.

E. Publicity. Neither party may use the name or any data, pictures, or other representation of the other party in connection with any advertising or publicity materials or activities without the prior written consent of the other party. However, the Contractor may include the County's name on its client list and may describe briefly, and in general terms, the nature of the work performed by the Contractor for the County. The parties further agree that, within a reasonable time following System Acceptance, the parties may work toward developing a mutually agreeable statement for public use by the parties such as in marketing materials and in their reports to stockholders.

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F. No Waiver. No failure or delay by a party in exercising any right, power or remedy will operate as a waiver of that right, power or remedy, and no waiver will be effective unless it is in writing and signed by the waiving party. If a party waives any right, power or remedy, the waiver will not waive any successive or other right, power or remedy the party may have under the Contract. The payment of funds to the Contractor by the County should in no way be interpreted as acceptance of the system or the waiver of performance requirements.

G. Non-Collusion. The Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of services required to be performed under this Contract. The Contractor further covenants that no person having any such interest shall be employed in the performance of this Contract.

H. Video Taping. The County has the right to video and/or audiotape any and all training sessions, whether held at a County site, Contractor site, or via teleconference.

I. Incorporation of Preambles. The preambles as set forth in this Agreement are incorporated into this Agreement as substantive parts hereof.

ARTICLE XX - CONSTRUCTION OF AGREEMENT

All terms and words used in this Contract, regardless of the number and gender in which they are used, shall be deemed and construed to include any other number, singular or plural, and any other gender, masculine, feminine, or neuter, as the context or sense of this Master Agreement or any paragraph or clause in the Master Agreement may require, the same as if such words have been fully and properly written in the number and gender. Any act to be performed under the Agreement by the "County" may be performed by the County Engineer or by such of its employees or such other persons, agents, corporations or firms as the County Engineer may designate. "County Engineer" when used herein, shall refer to the Director of Transportation of the County and his designee's including the Deputy Director of Transportation, the Assistant Director of Transportation and the Chief of Finance. The headings of Articles and Paragraphs, to the extent used herein, are for reference only, and in no way define, limit or describe the scope or intent of any provision hereof. This Contract may be executed in any number of counterparts, each of which, when so executed and delivered, shall be deemed an original, but such counterparts together shall constitute but one and the same instrument. The Contractor's Proposal is hereby incorporated as though fully rewritten herein, whether or not physically attached to this Contract.

The following order of precedence shall govern in any conflict that arises between this Contract and any materials incorporated by reference: (1) this Contract; (2) the RFP; (3) and the Contractor's Proposal. The undersigned signatory for the Contractor hereby represents and warrants that he or she has full and complete authority to execute the Agreement on behalf of the Contractor. This representation and warranty is made for the purpose of inducing the County to execute the Agreement.

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IN WITNESS WHEREOF, the parties have hereto set their respective hands on the day and year first above written and have executed the foregoing Contract.

CONTRACTOR

By: _____

Printed: _____

Title: _____

Date: _____

COUNTY OF KANE, STATE OF ILLINOIS

By: _____

Date: _____

APPROVED: _____

DRAFT

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APPENDIX A – RFP STATEMENT OF WORK

**APPENDIX B – CONTRACTOR'S PROPOSAL
(Incorporated herein by reference)**

APPENDIX C – CONTRACTOR'S COST PROPOSAL

Contractor shall invoice for lump sum items in the month following the month in which such item was delivered, installed and received Acceptance, as determined by the County. Invoicing for Equipment that is priced on a unit price basis, will be made to the Contractor for the units of Work completed, delivered, installed, tested and received Acceptance, as determined by the County, multiplied by the Contract unit price for the items. Partial payments may be made at designated points of the Equipment procurement process, but final payment will not be made until the System Acceptance Testing has been successfully completed and System Acceptance occurred. Upon the commencement of maintenance, the Contractor shall invoice the County for payment for such maintenance on a monthly basis.

CONTRACTOR'S PRICING PROPOSAL BEGINS ON NEXT PAGE.

DRAFT

DRAFT FORM CONTRACT (FOR INFORMATIONAL PURPOSES)

EXHIBIT A – BILL OF SALE

This Bill of Sale is made on this _____ day of 2020 by _____ ("Seller"). Seller, in exchange for consideration of \$_____ the receipt of which funds is acknowledged, hereby does grant, sell, transfer and deliver to the County of Kane, of the State of Illinois ("the County"), the following goods:

The County shall have full rights and title to the goods described above.

Seller is the lawful owner of the goods and the goods are free from all encumbrances. Seller has good right to sell the goods and will warrant, indemnify and defend the right against the lawful claims and demands of all persons.

This Bill of Sale is signed, sealed and delivered by Seller.

Name of Seller (SEAL)

By: —
Its:

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EXHIBIT B – ESCROW AGREEMENT

This ESCROW AGREEMENT (the " Escrow Agreement") is made and entered into this _____ day of _____, 20____ ("Effective Date"), by and among _____ ("Contractor"), and the County , and _____ (" Escrow Agent") (together with the County and Contractor, collectively referred to as the Parties and each individually as a Party in connection with that certain Toll Collection System Implementation, Maintenance and Operations Services Contract, dated _____ 20____ and all documents incorporated by reference therein (collectively, the "Contract Document s").

1. **Definitions.** All capitalized term and abbreviations used in this Agreement, but not expressly defined herein, have the respective meanings set forth in the Contract Documents.
2. **Escrow Term.** The term of this Escrow Agreement shall commence as of the Effective Date and shall continue in effect until a Release occurs as provided in Section 4 hereof, or until this Escrow Agreement is otherwise terminated as provided herein. If the Effective Date is not specified above, then the last date noted on the signature blocks of this Escrow Agreement shall be the Effective Date. Unless the Deposited Software held in escrow has been released to the County, upon termination of this Escrow Agreement, Escrow Agent shall return the Deposited Software to Contractor. If reasonable attempts to return the Deposited Software to Contractor are unsuccessful, Escrow Agent shall destroy the Deposited Software.
3. **Escrow Agent Fee.** Escrow Agent shall receive a fee for its services payable by Contractor in accordance with the fee schedule attached hereto as Appendix A (the "Service Fees"), due and payable on execution hereof and on each anniversary of such date so long as this Escrow Agreement is in effect. All Service Fees are due within thirty (30) calendar days from the date of invoice in U.S. currency and are non-refundable. Escrow Agent may update Service Fees with a ninety (90) calendar day written notice to Contractor during the term of this Escrow Agreement; providing, however, in the event any such update results in a material increase in Services Fees, as determined in Contractor's discretion, Contractor and the County may upon written agreement replace Escrow Agent with another escrow agent. Contractor is liable for any taxes related specifically to services purchased under this Escrow Agreement or shall present to Escrow Agent an exemption certificate acceptable to the taxing authorities. Applicable taxes shall be billed as a separate item on the invoice.
 - 3.1 **Termination.** Contractor and the County agree that if this Escrow Agreement terminates during the term for any reason, other than for the fault of Escrow Agent, all prepaid fees shall be non-refundable, except to the extent termination results from a material increase in Service Fees as provided herein. Any Service Fees not collected by Escrow Agent when due shall bear interest until paid at a rate of one percent (1%) per month (12% per annum) or the maximum rate permitted by law, whichever is less. Notwithstanding the non-performance of any obligations of Contractor to deliver the Deposited Software, Escrow Agent shall nevertheless be entitled to be paid all Service Fees that accrue while this Escrow Agreement is in effect.

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3.2 Termination for Nonpayment. In the event of the nonpayment of undisputed Service Fees owed to Escrow Agent, Escrow Agent shall provide all Parties written notice of Escrow Agent's intent to terminate this Escrow Agreement. Either the County or Contractor shall have the right to pay any unpaid Service Fees to Escrow Agent to cure a payment default. If the past due payment is not received in full by Escrow Agent within thirty (30) calendar days of the date of such written notice, then Escrow Agent shall have the right to terminate this Escrow Agreement at any time thereafter by sending written notice to all Parties. Termination of this Escrow Agreement shall not relieve any Party of any payment obligation arising hereunder.

4. Conditions. The conditions of this escrow are as follows:

4.1 Deposit. Contractor shall deposit the Contractor Software with an accurate and complete description of all Contractor Software sent to Escrow Agent for the use and benefit of the County. The Deposited Software delivered to Escrow Agent shall consist of technical data, including Source Code and Software Enhancements sufficient to allow the County to run and maintain the Deposited Software or to retain a third party to do so on the County's behalf. Escrow Agent shall have the obligation to implement and maintain safeguards designed to protect the confidentiality of the Deposited Software. Escrow Agent shall treat the Deposited Software as confidential and proprietary information, and shall not, except as expressly permitted in this Escrow Agreement or with written consent of the Parties hereto, at any time use or disclose the Deposited Software except to the extent necessary to carry out the intent of this Escrow Agreement. To the extent Escrow Agent is required by a court or other governmental body to disclose or provide the Deposited Software or any information relating thereto to any such third party, Escrow Agent will immediately notify Contractor and the County of the same, unless prohibited by law. After notifying the Parties, Escrow Agent may comply in good faith with any such order. Escrow Agent shall be under no obligation to challenge any such order; provided, however, Escrow Agent does not waive its rights to challenge any such order. Escrow Agent will cooperate with Contractor or the County, as applicable, to support efforts to quash or limit any subpoena, at such Party's expense. Any party requesting additional assistance shall pay Escrow Agent's standard charges or as quoted upon submission or a detailed request.

4.2 Representations. Contractor represents that the Deposited Software is and shall at all times contain a duplicate of the Deposited Software described under the Contract Documents, as such may be updated or modified from time to time. Contractor shall completely and accurately identify each item delivered to Escrow Agent using the form attached hereto as Appendix B, and certify that the Deposited Software is the same as what is described under the Contract Documents and that the Deposited Software is not "copy protected" and can be copied onto magnetic media for use as permitted by this Escrow Agreement and the Contract Documents. Contractor represents that it lawfully possesses all Deposited Software provided to Escrow Agent under this Escrow Agreement and that any Deposited Software liens or encumbrances will not prohibit, limit, or alter the rights and obligations of Escrow Agent under this Escrow Agreement. Contractor warrants that to the best of its knowledge, with respect to the Deposited Software, Escrow Agent's proper administration of this Escrow Agreement will not violate the rights of any third parties. Escrow Agent will conduct a visual inspection upon receipt of any Deposited Software and associated Appendix B. If Escrow Agent determines that the Deposited Software does not match the description provided by Contractor represented in

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Appendix B attached hereto, Escrow Agent will notify Contractor of such discrepancies and notate such discrepancy on the Appendix B. Within five (5) days after receipt of the Deposited Software, Escrow Agent shall give the County written notice of the acceptance of the Deposited Software into the account. Escrow Agent shall have no responsibility to test, investigate or authenticate such Deposited Software, its identity or condition, and is entitled to rely upon the foregoing representation of Contractor;

4.3 Updates. Contractor shall, promptly upon, but no later than one month after, development or the release thereof, deposit into escrow with Escrow Agent any and all updates, modifications, new releases and other changes and corrections to the Deposited Software, including, but not limited to, the most recent version of the Deposited Software, and those other materials as herein required inspection. The County shall have the right to inspect the Deposited Software in escrow upon at least ten (10) Business Days' advance written notice to determine the accuracy, completeness, sufficiency and quality of the Deposited Software deposited in escrow. The inspection must be conducted during normal business hours with costs and expenses borne by the Party requesting the inspection. The information collected during the audit shall be considered Confidential Information. The scope of any such inspection shall be limited to records pertaining to the services being provided to Contractor or the County. Neither Contractor nor the County shall be granted access to the vault or other secure areas of the Escrow Agent's facility. If Contractor or the County elects to have its authorized representative perform such inspection, the authorized representative, shall be required to enter into a confidentiality agreement. However, Escrow Agent reserves the right to refuse such access to anyone who is a competitor of Escrow Agent. While a Party and/or its authorized representatives are on Escrow Agent's premises, they agree to comply with Escrow Agent's safety and security policies. To the extent the deposit is incomplete or unsatisfactory as determined by the County, the County shall notify Contractor of such deficiencies or incompleteness, and Contractor shall promptly cure such deficiencies and/or inaccuracies.

5. Release and Delivery.

5.1 Release of the Deposited Software by Escrow Agent upon Demand. A copy of the Deposited Software shall be delivered by Escrow Agent to the County (the "Release") upon the occurrence of any of the following:

- (a) Contractor notifies Escrow Agent in writing to effect Release to the County;
- (b) Escrow Agent receives an affidavit from the County that one of the following has occurred:
 - (1) the dissolution, liquidation, cessation of business operations or insolvency of Contractor, or the commencement of any action seeking the same, which action is acquiesced in by Contractor or which is not dismissed within 120 days of the date upon which it was instituted;
 - (2) the appointment of a receiver, trustee, interim trustee or other custodian for Contractor or for all or substantially all of Contractor's assets;
 - (3) the commencement of a case by Contractor under the Federal Bankruptcy Code, or the bringing of an action or petition by Contractor seeking relief under the Federal Bankruptcy Code or seeking similar relief or alleging that Contractor is insolvent or unable to pay its debts as they mature;
 - (4) the commencement of a case against Contractor under the Federal

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Bankruptcy Code, or an action or petition against Contractor is brought under the Federal Bankruptcy Code, or any action is brought seeking similar relief or alleging that Contractor Is insolvent or unable to pay its debts as they mature, in each case which is consented to or acquiesced in by Contractor or is not dismissed within 120 days of the date upon which it was instituted; or

(5) the Contract is terminated for material breach of Contract by Contractor.

The Parties hereby acknowledge that Escrow Agent shall release the Deposited Software within five (5) Business Days of receipt of the County's request for a Release, and in no event be required to evaluate the validity or accuracy of any such affidavit, statement, or notice.

5.2 Contractor's Right to Object. Within four (4) Business Days of receiving notice of any of the events described in Section 5.1 above, Escrow Agent shall send to Contractor by certified mail, return receipt requested, a copy of such notice (to the extent possible). Contractor shall have ten (10) days from the date it receives such notice to notify Escrow Agent and the County in writing of its objection, if any, to the Release. Such notice shall be on company letterhead and signed by an authorized Contractor representative and shall specify in detail Contractor's objections to the Release.

(a) If Contractor sends such written notice of objection to Escrow Agent within such ten (10) day period, Escrow Agent shall notify both Contractor's and the County's Authorized Person(s) (as set forth on the table attached hereto) that there is a dispute to be resolved .

(b) Notwithstanding Contractor's objection, Escrow Agent shall deliver the Deposited Software to the County in accordance with the County's instructions, and the County shall be entitled to use and enjoy the Deposited Software for the purposes permitted herein and in the License Agreement, subject to the provisions and limitations thereof.

(c) This Escrow Agreement shall terminate upon a Release, unless there is an ongoing dispute pursuant to Section 5.2(b).

(d) This Escrow Agreement shall terminate upon a Release, unless there Is an ongoing dispute pursuant to Section 5.2(b). If there is an ongoing dispute after a Release, this Escrow Agreement shall remain active, pending (i) notice to Escrow Agent of agreement by the Parties of formal resolution of the dispute between the County and Contractor, or (ii) re-deposit of the Deposited Software with Escrow Agent, provided all Service Fees continue to be paid to Escrow Agent.

(e) If it is agreed or finally determined that the County did not have the right to receive the Deposited Software from Escrow Agent, the County shall return the Deposited Software to Escrow Agent along with a new Appendix B, provided all Service Fees are paid to Escrow Agent, and the County and Contractor shall continue to have any and all rights then available under the License Agreement.

(f) In the event of re-deposit of the Deposited Software by the County after Release, the County agrees to be subject to the same procedures and representations which apply to Contractor, as set forth in Section 3.1 of this Escrow Agreement.

(g) In the event the Deposited Software is returned to Escrow Agent in accordance with the terms of this Escrow Agreement, then Contractor and the County acknowledge and agree that Escrow Agent shall have no liability for any claim in connection with the Deposited Software arising after release of the Deposited Software by Escrow Agent to

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the County and prior to return of the Deposited Software to Escrow Agent to the extent such Release was not a result of a breach of this Escrow Agreement or violation of applicable laws. Escrow Agent shall have no liability in connection with any alteration, modification, loss, damage, destruction or disclosure of the Deposited Software that occurs after Escrow Agent releases the Deposited Software to the County to the extent such release was not a result of a breach of this Escrow Agreement or violation of applicable laws.

6. Escrow Agent Action. In the event of any dispute between Contractor and the County regarding the rights provided hereunder, Escrow Agent shall have no responsibility to become a party to such dispute. In any such instance, Escrow Agent shall not be responsible for any alleged damage suffered or claimed either by Contractor or the County as a result of their dispute or as a result of Escrow Agent delivering the Deposited Software to the County.

7. Notices. All notices and requests in connection with this Escrow Agreement shall be provided in accordance with, and upon those terms and conditions as described in, the applicable provisions of the Contract Documents. Notwithstanding the above, Contractor and the County acknowledge that Escrow Agent has no knowledge of the terms and conditions contained in the Contract Documents and that Escrow Agent's only obligations shall be as set forth herein or in any other writing signed by Escrow Agent.

8. Limitations and Warranties.

8.1 Liability of Escrow Agent - Consequential Waiver. IN NO EVENT SHALL ESCROW AGENT BE LIABLE TO ANOTHER PARTY FOR ANY INCIDENTAL, SPECIAL, PUNITIVE OR CONSEQUENTIAL DAMAGES, WHETHER ARISING IN CONTRACT, TORT OR OTHERWISE EVEN IF THE POSSIBILITY THEREOF MAY BE KNOWN IN ADVANCE TO ONE OR MORE PARTIES.

8.2 Warranties. ESCROW AGENT WARRANTS ANY AND ALL SERVICES PROVIDED HEREUNDER SHALL BE PERFORMED IN A WORKMANLIKE MANNER. EXCEPT AS SPECIFIED IN THIS SECTION, ALL CONDITIONS, REPRESENTATIONS, AND WARRANTIES INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, SATISFACTORY QUALITY, OR ARISING FROM A COURSE OF DEALING, USAGE, OR TRADE PRACTICE, ARE HEREBY EXCLUDED TO THE EXTENT ALLOWED BY APPLICABLE LAW. AN AGGRIEVED PARTY MUST NOTIFY ESCROW AGENT PROMPTLY UPON LEARNING OF ANY CLAIMED BREACH OF ANY WARRANTY. THIS DISCLAIMER AND EXCLUSION SHALL APPLY EVEN IF THE EXPRESS WARRANTY AND LIMITED REMEDY SET FORTH ABOVE FAILS OF ITS ESSENTIAL PURPOSE.

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8.3 **Indemnification.** With the exception of gross negligence, willful misconduct or intentional misrepresentation on behalf of Escrow Agent, Contractor and the County shall, jointly and severally, indemnify and hold harmless Escrow Agent and each of its directors, officers, agents, employees, members and stockholders ("Escrow Agent Indemnitees") absolutely and forever, from and against any and all claims, actions, damages, suits, liabilities, obligations, costs, fees, charges, and any other expenses whatsoever, including reasonable attorneys' fees and costs, that may be asserted against any Escrow Agent Indemnitee in connection with this Agreement or the performance of Escrow Agent or any Escrow Agent Indemnitee hereunder.

9 Miscellaneous

9.1 The relationship of Contractor and the County established by this Escrow Agreement is that of independent contractors. Nothing in this Agreement shall be construed to create any partnership, joint venture, agency or other similar relationship between Contractor and the County. Neither party shall have any right, power or authority to assume, create or incur any expense, liability or obligation, express or implied, on behalf of the other.

9.2 No failure or delay of either party to exercise any rights or remedies under this Escrow Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any rights or remedies preclude any further or other exercise of the same or any other rights or remedies.

9.3 If any provision of this Escrow Agreement is held invalid or unenforceable in any circumstance by a court of competent jurisdiction, the remainder of this Escrow Agreement, and the application of such provision in any other circumstances and in any other jurisdiction shall not be affected thereby.

9.4 This Escrow Agreement will be enforced according to County law without regard to its conflict of laws rules or any other rules directing referral to foreign law or forums. Any action related to this agreement in any way shall be brought exclusively in the _____ Court of _____ County of Kane, State of Illinois,

9.5 This Escrow Agreement may be executed in one or more counterparts.

9.6 This Agreement is Exhibit B of the Contract Documents and incorporates by reference the terms of the Contract Documents which constitutes the entire agreement of the parties regarding the subject matter herein, superseding any and all previous agreements and understandings whether oral or written. No modification or waiver of the provisions of this Escrow Agreement shall be valid or binding on either party unless in writing and signed by both parties.

IN WITNESS WHEREOF, the parties have duly executed this Escrow Agreement as of the day and year first above written.

7. DETAILED STATEMENT OF WORK

This section includes the complete Statement of Work for the Project. All elements of this Statement of Work shall be delivered by the TSI.

7.1. TCS Requirements

7.1.1. General TCS Requirements

The TSI shall be responsible for developing, designing, furnishing, installing, operating, and maintaining a fully functional TCS at the Longmeadow Parkway Toll Bridge facility.

The SYSTEM shall accurately create and process unique lane transactions, either AVI or license plate toll as applicable, for every vehicle that uses the facility.

The SYSTEM shall support the latest advances in Electronic Toll Collection (ETC) as described within this RFP.

KDOT's SYSTEM shall utilize: 1) new multi-protocol ETC readers as permitted to operate within the E-ZPass operating environment; and 2) license-plate-based tolling.

The TCS shall create toll lane transaction records in a single Uniform Transaction Message (UTM) format for all toll transaction types.

The unaudited, "raw" data created in the toll lanes and toll zones shall be backed up, and reported, at the TCS Host.

The SYSTEM shall capture license plate images of each vehicle passing through the toll zone and associate those images with the lane transaction for that vehicle.

For license plate toll transactions (that is, transactions without a valid AVI transponder read), the TSI shall be responsible for the accuracy for all data in the transaction. The TSI may select the mix of automated technologies and human review processes required to achieve stipulated accuracy levels for the license plate data contained within a transaction.

The TSI shall be responsible to provide all activity and performance reporting and record-keeping of the SYSTEM.

The TSI shall provide financial data to KDOT's financial system in CSV file format. The details as to the CSV file format, use of a secure FTP site, and KDOT's ability to upload the financial data into their financial system shall be finalized with KDOT during the TSI's System Design.

The TSI shall provide all Systems and functions as indicated herein including all required systems, subsystems components and elements necessary to meet the functional, technical, and performance requirements of this RFP.

The TCS shall include automated functions and capabilities for transaction creation, processing, and image review and audit, to ensure lane transaction accuracy before any lane transactions are sent to the BOS for processing.

The TSI shall provide all components of the AVI Subsystem such as AVI readers, antennas, lane kits, and transponders as well as AVI reader cabinets for installation and integration.

Each 2-lane toll zone shall be capable of processing and creating lane transactions for up to 4,000 vehicles per hour with no loss of data.

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The TSI shall procure, furnish, deliver, install, calibrate, and test all TCS materials, equipment, and software. No equipment shall impede operation of the toll lanes, interfere with vehicle travel, or interfere with toll zone maintenance operations such as snow removal.

TCS elements and subsystems shall be designed and installed in a manner that minimizes the need to close toll lanes for routine maintenance and minimizes the duration of any lane closures for maintenance. All materials, equipment and software installed shall be new.

KDOT will provide the physical infrastructure at the AET toll zones. KDOT will also provide power services, and the fiber optic Wide Area Network (WAN) to support toll operations as necessary.

KDOT will provide and maintain the fiber optic WAN between the AET toll zones and other KDOT facilities, as well as communication circuit terminations, bridges/routers, and related networking gear.

KDOT will provide either 3 Phase or single-phase AC normal power services to a power panel with a natural gas generator back-up to operate the roadside TCS equipment installed at the AET toll zones. The TSI shall be responsible for providing and installing an Uninterruptible Power Supply (UPS), sized to maintain operations for up to 30 minutes in the event of a power loss to bridge the gap between the power loss and the generator startup. The TSI shall also be responsible for running all required power cables to all of the TCS equipment.

KDOT will provide Heating, Ventilation and Air Conditioning (HVAC) equipment for environmental controls at all of its facilities based on the TSI's requirements and design. Any additional environmental controls shall be provided, installed, monitored, and maintained by the TSI.

7.1.1.1. All-Electronic Tolling (AET) Facilities and Configurations

The SYSTEM shall support all-electronic tolling (AET) in all toll lanes.

KDOT will make toll gantries available for the TCS. The TSI shall provide their toll gantry requirements (including number and spacing of gantries, gantry design specifications, equipment mounting support details and number and size of conduits required). However, if the TSI requires any changes to the design of the gantries after award, the TSI shall be responsible for all costs associated with the changes. All civil or structural work, whether new or for modifications, must be approved by KDOT, and all costs associated with the design and construction of these modifications or replacements are solely at the cost of the TSI.

The TSI shall ensure that all infrastructure must adhere to KDOT structural and aesthetic requirements. The design of all structures or buildings must be sealed by an Illinois licensed Professional Engineer and approved by KDOT, and design approval must be granted prior to the Factory Acceptance Test.

7.1.1.2. TCS Host

The TCS Host collects all data from the toll lanes. The TCS Host shall be sized to accommodate KDOT's projected traffic and functions and be expandable to accommodate potential SYSTEM changes through the life of the Contract. Projected traffic can be found at <https://kdoftp.egnyte.com/dl/fMiq7pvEgg>.

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KDOT will provide power, environmental controls, and a connection point(s) to KDOT's WAN if based on the TSI's design. Should the TCS Host require additional environmental control the TSI shall be responsible for providing it and all costs associated with procuring and installing it must be included in the Respondent's Pricing Proposal.

7.1.2. *TCS Business Rules*

The TCS functionality shall be developed to meet all the TCS Business Rules established by KDOT for the Toll Bridge project described in APPENDIX A – TCS BUSINESS RULES.

7.1.3. *TCS Functional Requirements*

7.1.3.1. *Lane Transactions*

The TSI shall be responsible for the design of the Uniform Transaction Message (UTM) format, which shall be completed during detailed design. The TCS shall:

- Create one and only one UTM for every vehicle that passes through a toll lane or toll zone regardless of equipment state, payment type or non-payment, transponder status, or other conditions.
- The UTM shall be created using an open standard format. Extensible Markup Language (XML) shall be an acceptable transaction format.
- Create a UTM that includes all relevant lane transaction information. The following data list is provided as an example, but the TSI shall be responsible for final lane transaction format and fields during detailed design:
 - a. A unique lane transaction number that is sequential;
 - b. Date;
 - c. Time (to the 1/100 of a second);
 - d. Plaza/AET Toll Zone;
 - e. Lane number;
 - f. Transponder number (up to three if multiple transponders are present);
 - g. Transponder status (up to three if multiple transponders are present);
 - h. Automated Read license plate alphanumeric characters – front plate (if present);
 - i. Automated Read license plate jurisdiction of origin – front plate (if present);
 - j. Automated Read license plate type – front type (if present);
 - k. Automated Read license plate alphanumeric characters – rear plate (if present);
 - l. Automated Read license plate jurisdiction of origin – rear plate (if present);
 - m. Automated Read license plate type – rear plate (if present);
 - n. Optical Character Recognition (OCR) confidence level;
 - o. Amended license plate alphanumeric characters – front plate (if present);
 - p. Amended license plate jurisdiction of origin – front plate (if present);
 - q. Amended license plate type – front type (if present);
 - r. Amended license plate alphanumeric characters – rear plate (if present);
 - s. Amended license plate jurisdiction of origin – rear plate (if present);
 - t. Amended license plate type – rear plate (if present);
 - u. Audit Reviewer ID Entering license plate Amendments (if present);
 - v. Vehicle classification from the transponder (if present);
 - w. Vehicle classification from the Automatic Vehicle Classification (AVC) Subsystem;

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- x. Amended vehicle classification;
- y. Audit Reviewer ID entering vehicle classification amendments (if present);
- z. Vehicle height;
- aa. Vehicle length;
- bb. Expected AVI revenue for this toll point and time;
- cc. Expected license plate toll revenue for this toll point and time;
- dd. Lane operational state;
- ee. Lane equipment status;
- ff. Maintenance Management System (MMS) lane status; and
- gg. Additional fields for future data to be defined.

- Create UTM斯 with all available data, even when the available data is inadequate to create a billable toll transaction, for example if no vehicle was detected by the AVC Subsystem, or if no transponder was detected or if no license plate data was available to be entered in the lane transaction.
- Prevent the deletion of any information included in the lane transaction. Data in the lane transaction can only be created and amended by the system or authorized personnel.
- Have the capability to flag all lane transactions with vehicle classification mismatch between two sources (e.g. AVI class and AVC class) in the lane transaction for human audit.
- Support human audit and manual amendments to lane transactions. Authorized KDOT users shall be able to audit and amend lane transactions. Data in the lane transactions can only be amended by authorized users. The SYSTEM shall not allow auditors to delete any information included in the lane transaction.
- Process license plate toll lane transactions on a first-in, first-out basis.

7.1.3.2. Toll Rates

Toll rates shall be set through the SYSTEM according to the current KDOT toll rates. The SYSTEM shall:

- Control the implementation of toll rates.
- Be user configurable for up to 10 toll rate schedules and shall have a simple interface to enable authorized users to modify toll rate schedules. Toll rate schedules shall include rates by vehicle classification, payment type, time of day, day of week, and time of year using a configurable date range.

7.1.3.3. Lane Modes of Operation

The SYSTEM shall allow toll lanes operational modes to be changed by authorized users. The SYSTEM will not be required to display tolls due or messages in AET lanes as KDOT will install static roadway signs to display the toll rates.

7.1.3.4. *Automatic Vehicle Identification (AVI)*

The TCS shall:

- Read all approved transponder types in vehicles (when present and properly mounted) that pass through the toll zone, including vehicles within travel lanes, within shoulders, straddling lanes, or straddling a lane and shoulder, without degradation or interference at speeds ranging from stop-and-go to 100 mph.
- Account for every lane transaction that is the result of a buffered transponder read for tracking and disposition which shall be reported to and auditable by KDOT. Transponder reads buffered during lane degradation where no other information or images are captured shall be sent to the BOS for processing as a transaction at the lowest toll class (Class 1). Complete lane transactions buffered in the lane when communications are lost shall be forwarded to the BOS when communications are restored.
- Include an E-ZPass Group-approved multi-protocol RFID reader capable of reading three standard protocols (E-ZPass TDM, ISO 18000-6C and SeGo).
- When multiple transponders are detected within a vehicle the TCS shall record up to three transponders and include them in the transaction record. The TCS shall select the appropriate transponder to be charged as determined by KDOT Business Rules (to be finalized during detailed design). The lane transaction shall indicate which transponder is assumed to be the valid transponder for processing by the BOS but shall also include the other transponders in the lane transaction message. The priority of transactions by transponder issuing agency shall be determined with KDOT during the SYSTEM design phase.

The AVI Subsystem design shall minimize the need for lane closures after initial installation and ensure that no equipment shall interfere with traffic operations.

7.1.3.5. *Automatic Vehicle Classification (AVC)*

The TCS shall:

- Detect all vehicles that pass-through toll lanes and toll zones, including vehicles within travel lanes, or straddling lanes, without degradation or interference.
- Classify every vehicle that passes through a toll lane or toll zone based on a user configurable set of shape-based parameters that includes vehicle height and vehicle length.
- Correctly separate vehicles moving below 30 miles per hour within 2 feet distance measured front to rear, and above 30 miles per hour within 5 feet distance measured front to rear, to ensure that multiple vehicles are not identified as a single vehicle.
- Correctly associate multi-unit vehicles (e.g., a vehicle towing a trailer) using a minimum 2-inch tow bar (measured perpendicular to the lane direction of travel) to ensure that the multi-unit vehicle is identified as a single vehicle.
- Allow authorized users to set whether the AVC classification or the vehicle classification on the transponder is used to determine the toll rate for AVI lane transactions created in all toll lanes.
- Allow authorized users to amend TCS-assigned vehicle classifications for each lane transaction.
- Receive vehicle classification determinations from:
 - a. AVI transponders (if present),
 - b. AVC Subsystem.

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- Be designed to minimize the need for lane closures after initial installation and ensure that no AVC equipment shall interfere with traffic operations.

7.1.3.6. *Image Capture*

The TCS shall:

- Capture at least one front and one rear full color image or black and white image of the license plates of every vehicle that passes through a toll lane or toll zone, as well as an overview image of the vehicle. All images captured shall be associated with the correct lane transaction.
- Imbed audit data on every image, including toll zone, lane, date, time, and image number. The information shall be legible as part of the image included in a toll invoice.
- Create an region of interest image from the image used to determine the license plate data showing an enlarged view of the license plate with the license plate data clearly readable to the unaided eye.
- Provide supplemental illumination (if needed) that does not interfere with vehicle travel or distract drivers and shall not cause light pollution to areas adjacent to the roadway. Visible light levels shall not be increased at any toll zones.
- Allow for the image capture and storage function to be turned on or off by lane, toll zone, lane transaction type, AVC classification, transponder class, or any combination of these. The default is for images to be captured for all vehicles, for all lane transaction types, and in all lanes.
- Machine-read images and identify license plate information, including license plate type, alphanumeric characters, and jurisdiction of origin, to be included in the lane transaction message. The lane transaction message shall also include the automated OCR / ALPR processing confidence levels.
- Flag all images which should be queued for human review, by user configurable parameters, including:
 - a. OCR/ALPR confidence level,
 - b. License plates/vehicles that have not been previously recorded by the SYSTEM,
 - c. Random generation based on selected sample sizes,
 - d. Other unusual occurrences such as vehicle classification mismatches,
 - e. Any other parameter required for the Contractor's QA/QC process for images to achieve the performance requirements.

The design shall minimize the need for lane closures after initial installation and ensure that no equipment shall interfere with traffic operations.

7.1.3.7. *Digital Video Audit System (DVAS)*

The TCS shall:

- Record color video at a minimum rate of 10 frames per second (fps) of every toll lane and toll zone that allows for the visual identification of vehicle size at all times of the day and under all environmental conditions.
- The DVAS shall record continuously 24 hours a day, seven days a week, regardless of whether or not there is a vehicle in the toll lane.

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- Provide an interface for authorized users to view real-time and recorded DVAS video and video clips from up to 5 KDOT workstations concurrently. Interfaces shall allow authorized users to quickly search by various query criteria, including:
 - a. Lane transaction number;
 - b. Specific time and time range;
 - c. Facility;
 - d. Lane/toll zone;
 - e. Class mismatch; and
 - f. Any combination of these parameters.
- Associate a segment of DVAS video with every lane transaction. The segment of DVAS video associated with the lane transaction shall start 5 seconds before the lane transaction occurs and end 5 seconds after the lane transaction occurs.
- Include the associated zone/lane controller lane transaction/event messages in a viewable format, synchronized to the video clip, during viewing of any DVAS video.
- Allow authorized users to record and store video clips from the DVAS locally at any time. Video clips, when recorded by the DVAS, shall have the following data imbedded at the bottom of the images so that it is visible when they are played back:
 - a. Date,
 - b. Time (to 1/100 of a second),
 - c. Plaza/AET toll zone, and
 - d. Lane.
- Synchronize all components of the DVAS Subsystem to the SYSTEM Host to within 1/100 of a second.
- Monitor and report on the status of all DVAS Subsystem elements.

The DVAS Subsystem design shall minimize the need for lane closures after initial installation and ensure that no equipment shall interfere with traffic operations.

7.1.3.8. *Toll Zone Controller*

The functionality of the Toll Zone Controller includes, but is not limited to the following:

The Zone Controller shall generate one, and only one, UTM for every vehicle passage through the toll zone.

The Zone Controller shall accept without interruption in operations, multiple data downloads from the Toll Host, or remote network devices that have appropriate security privileges.

The Zone Controller shall read data from and write data to portable storage media devices.

The Zone Controller shall have the ability to remotely download updates to its configuration tables via a network and via a local service TCP/IP port by authorized personnel.

The Zone Controller shall record the version and identifier of the data downloads and the user that initiated the download, including date timestamps (beginning and ending of the download).

The Zone Controller shall be externally controlled from authenticated nodes on the network such as the Toll Host.

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The Zone Controller shall determine and process toll rates that vary by class of vehicle, and optionally by time of day.

The Zone Controller shall be capable of comparing the vehicle length and height (and resulting vehicle class) measured by AVC equipment to any vehicle class programmed on the transponder.

The Zone Controller shall determine when a second appearance of a transponder is seen within “X” number of transactions and/or “Y” amount of time from the first appearance and disregard that transaction or flag it. Parameters “X” and “Y” shall be configurable.

The Zone Controller shall read and write transponder information indicated in the interface specifications provided by the AVI equipment provider.

The Zone Controller shall report all events and messages created regardless of the status or operational mode of the lane.

Application of appropriate Zone Controller settings and/or configurations shall be updated, logged and tracked with an automatic process and documented in the MMS.

The Zone Controller shall have sufficient performance capability to handle all Lane processes without degradation.

The Zone Controller shall support future upgrades to processors, memory, storage and operating system.

The Zone Controller shall provide the ability to remotely download updates to its operating software via a network and via a local service TCP/IP port by authorized personnel.

The Lane subsystem shall provide for remote or local retrieval of raw data via an external storage device or by an authorized user on the network.

The Zone Controller shall provide sufficient data storage to meet all operational requirements.

The Zone Controller shall contain the latest generation of processors at the time of Detailed Design Document approval.

Zone Controllers shall incorporate redundancy with auto-failover capability for critical hardware components.

The Zone Controller shall transmit all transactions, images, diagnostic messages or other maintenance information via a local secure port and network connection.

The Zone Controller shall provide, at a minimum, a dual Gigabit Ethernet interface.

All Zone Controllers shall use TCP/IP, or approved equivalent.

All inbound and outbound transmissions to and from the Zone Controller shall use a guaranteed message protocol that uses open standards at the application layer.

The SYSTEM shall not overwrite or move any data from the Zone Controller when it is retrieved manually or automatically and shall make a local copy of all transactions prior to moving data to another authorized device.

7.1.3.9. *General TCS Operations*

The SYSTEM shall:

- Generally, operate unattended. However, the requirements in this section shall allow authorized remote operators to perform certain functions.
- Allow remote operators to review in real-time the most recent 100 transactions for each lane. Lane Transaction information shall include lane number, lane transaction number, lane transaction time, lane operational mode, lane state, vehicle classification (from the AVC Subsystem and Transponder if present), payment type, toll amount, transponder number, and MMS status of the lane.
- Allow remote operators to monitor/view historical activities for each lane; activities include opening/closing lanes, equipment health/status messages, MMS status, and operating mode changes.
- Allow remote operators to view the images associated with the most recent 100 lane transactions for each lane.
- Produce a traffic trend report and graphs using current traffic volume information, by direction, at each AET zone. Volumes used for the report and graph shall be by direction and by payment method (AVI, license plate toll). Reports shall be by hour (available every hour) and by 15 minutes (available every 15 minutes).

7.1.3.10. *License Plate Image Review*

The TSI shall review all vehicle license plates captured for each license plate toll transaction (that is, transactions without a valid AVI transponder read), to accurately identify the license plate number, type and jurisdiction.

The TSI shall be aware that KDOT is not specifying the degree of automation or manual effort required to review the license plate images, as long as the correct license plate data is returned in a timely manner and meets the accuracy requirements set forth in this RFP in Section 7.9.3. All manual image review services shall be performed in the USA.

The TSI shall record an image failure code to denote the reason for a vehicle's license plate not being captured or an illegible image for all image-based transactions which are not processed. The codes for unprocessed images shall be agreed upon by the KDOT to ensure consistency in monitoring and reporting.

The TSI shall monitor and report on the quality of images received from the toll lanes in a manner which allows for the quick escalation of in-lane camera issues, OCR issues, or vehicle framing issues.

The TSI shall utilize comments and categorical codes on a license plate image transactions where the plates cannot be processed in more than one transaction to allow for ease of recall and research in order to facilitate the identification of individual problem plates, be it by jurisdiction, certain license plate characters, problematic license plate types, or deliberate violators.

The TSI shall analyze unprocessed images with a categorical code, on a periodic configurable basis and research and troubleshoot problem plates to reduce the recurrence of them being unable to process. KDOT shall have access to the unprocessed images via a web interface or similar web application tool.

The TSI shall flag license plates for which processing problems have been previously identified by KDOT or the BOS Service Provider (e.g., registered owner errors with DMV, plate type issues, jurisdictions issues, issues/errors with specific characters, etc.).

The TSI shall review all flagged plates manually to prevent repeat erroneous issuance of invoices or violation notices and consult with the KDOT as to possible resolutions.

The TSI shall perform secondary review of images contested by the Customer to validate the image was processed correctly or correct an error and reprocess the transaction based on the correction.

The TCS shall store images in their native format (as received) as well as any OCR information and transaction data provided by the Zone Controller.

7.1.3.11. *TCS Host*

7.1.3.11.1. Host Functionality

The TSI shall provide a new TCS Host that shall receive, aggregate, process, and report on all toll transactions from vehicles that travel through the toll lanes.

The TSI shall provide the software, hardware, and personnel needed to support the TCS Host requirements specified herein.

All transactions, images and messages transferred between all subsystems shall have the required data validation controls to confirm the complete, accurate, and timely data transfer.

Access controls shall be administered and controlled by a TCS Host that performs the functions detailed in the following sections.

The interaction and common architecture between applications should be flexible, agile, scalable and robust. The interaction between applications and system components shall be based on an open architecture that is decoupled, flexible, agile, scalable and robust.

It is preferred that the TCS Host software uses non-proprietary open-standard Application Programming Interfaces (APIs) that are maintained by the TSI and enables use of or includes an industry standard Enterprise Service Bus.

All TCS Host shall be internet browser based.

7.1.3.11.2. User Access Management

The TCS Host shall provide User Access Management controls to manage and configure application access.

The TCS Host shall support the following controls and configurations:

- Add/Delete/Modify User Profile and User Groups
- Add/Delete/Modify Host User Access
- Add/Delete/Modify AET Toll Zone User Access
- Administrative and User Password Management
- Logging of all system access and modification of access.

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7.1.3.11.3. Toll Rate Management

The TCS Host shall support and define the toll rate schedule.

The TCS Host shall support user configurable differential toll rate schedule(s) for the KDOT Sticker Tag, license plate tolls, and violations.

Only authorized users shall create or modify the toll rate schedule in the TCS Host.

A separate authorized user shall review, accept, and transmit the toll rate schedule to the AET zone controller(s). However, this user shall not have the ability to create or modify any toll rate schedule.

Each toll rate schedule shall have an effective begin and end date.

Only one toll rate schedule shall be in effect at any point in time. The TCS Host shall implement controls preventing more than one toll rate schedule from being in effect.

A new toll rate schedule shall be in effect when its “begin date” is less than or equal to the “current date” and its “end date” is greater than the “current date”.

7.1.3.11.4. Toll Rate Schedule

Transactions for vehicles with Sticker Tags on valid KDOT accounts shall be processed in the same manner as a valid I-PASS or E-ZPass transponder within the TCS Host.

Valid I-PASS and E-ZPass transponders shall be charged at the ETC Toll Rate based on the vehicle’s classification.

License plate tolls shall be charged at the License Plate Toll Rate based on the vehicle’s classification.

7.1.3.11.5. Transponder Transaction Processing

The TCS shall maintain a whitelist of active transponders on KDOT accounts. Transactions on KDOT accounts shall be sent to the BOS for processing with a \$0 toll; giving the customer the opportunity to review their transactions on their account.

The TCS Host shall send all valid I-PASS and E-ZPass transponder-based transactions to the BOS for processing.

7.1.3.11.6. Host Administration Functions

The TCS Host shall include a web-based UI that will enable KDOT and the TSI personnel to manage the operations of the TCS.

The TCS Host administration system controls and configurations shall be available from any authorized workstation connected to the TCS Network.

The TCS Host administration system controls and configurations shall require a secure login and provide role-based access to different levels and features.

The TCS Host shall support the following administrative functions:

- Real-time Monitoring
- Remote Lane Management
- TCS Controls and Configuration Management

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All administrator functions may be performed by KDOT and the TSI in accordance with KDOT's technology access and security policies.

7.1.3.11.7. Real-Time Monitoring

The TCS Host's real-time monitoring shall provide the ability to simultaneously display real-time status and activity of the Toll Bridge including the ability to monitor the status of all AET zones, all lanes, subsystems and TCS Host peripheral devices.

This functionality shall be available from any workstation that connects to the TCS network.

Monitoring shall indicate lane status for all toll lanes.

The TCS shall display all toll transaction activities in all lanes for the Toll Bridge, by direction, or by individual toll lane.

The TCS shall display a dashboard view of the violation rate for each lane, sorted from high to low, or above a certain threshold.

The overall design and layout of the real-time monitoring screen shall be designed with ease of use and simplicity in mind.

Summary data by payment type for the Toll Bridge shall be displayed.

Users shall have the ability to drill down to the details of the lane level or to individual transactions.

Users shall be able to easily identify problems (traffic or equipment) in the toll lanes.

In addition, the real-time monitoring shall provide detailed information about the performance of the various TCS subsystems, hardware components, and communications systems to assist in diagnosing and investigating problems.

Data pertinent to traffic monitoring and maintenance shall be displayed in real-time.

In addition to the varying levels of monitoring, the real-time monitor shall allow for the real-time overview of lane activity.

The real-time overview should provide the following on-screen information:

- Unique transaction ID;
- Lane ID;
- Lane Status (open/closed/degraded);
- Previous Vehicle Classification;
- Previous Vehicle Fare;
- Current Vehicle Classification;
- Transponder ID;
- Transponder Status;
- Current Vehicle Fare; and
- Unusual Occurrence.

7.1.3.11.8. Remote Lane Management

The TCS Host shall provide functionality to remotely operate and manage devices in the toll lanes.

Remote Lane Management shall be available to any authorized user from any workstation that is allowed access to the TCS Network.

The Remote Lane Management functions in the TCS Host shall be user friendly and intuitive.

7.1.3.11.9. License Plate Toll Transaction Handling

The TCS Host shall provide a mechanism to uniquely identify each license plate toll transaction so that subsequent customer-initiated grace period toll, license plate toll, invalid transponder reposing re-try's, toll invoice, or toll violation payments at BOS may be easily matched and reconciled.

License plate toll transactions shall be capable of being tracked through the TCS Host from their occurrence to license plate toll posting, payment or write-off in the BOS.

Final transaction disposition of each transaction shall be included in the transaction record in the TCS Host due to incorporating feedback from the BOS as to the how the transaction was dispositioned.

7.1.3.11.10. Audit and Reconciliation

The TCS Host shall keep an audit trail for all the toll transactions, maintenance transactions and messages received from the toll lanes and external systems integrated to the TCS.

Intermediate and final transaction dispositions of each transaction shall be included in the transaction record in the TCS Host.

Based on this audit trail, the TCS Host shall provide periodic (daily, weekly, monthly, yearly) reconciliation for the transactions and messages received from the lanes.

For external system interfaces, in particular the interface between the TCS Host and the BOS, the TSI shall develop and maintain specific Interface Control Documents (ICDs) for each interface.

The TSI shall provide the details on reconciliation of data transmitted across each external system interface with the TCS Host.

The TSI shall work with KDOT to assure that all audit requirements are addressed.

As part of this, the proposed TCS Host shall provide an audit tool to allow for:

- Verification that a toll revenue transaction is captured for every vehicle traveling the Toll Bridge; and
- Efficient tracking of any given toll transaction from the applicable toll lane to consummation of toll payment (e.g. KDOT account disposition, E-ZPass reciprocity transaction disposition, customer-initiated grace period toll payment, toll invoice payment, and violation toll payment, etc.).

7.1.3.11.11. TCS to BOS Reconciliation

The TCS Host shall record and reconcile all transactions and expected revenue captured in the lanes and recorded in the TCS Host to the final disposition and settlement of each transaction in the BOS (KDOT Sticker Tags, I-PASS and E-ZPass transponders, I-PASS and E-ZPass license plate tolls, customer-initiated grace period tolls, toll invoice payments, outstanding toll invoice transactions, violation toll payments, and outstanding violation transactions).

7.1.3.11.12. Audit Trends

The TCS Host shall provide user-defined trend reporting information to identify patterns that could be indicators of equipment or operational problems.

7.1.3.11.13.TCS to BOS Interface

The TCS Host shall provide an interface to the BOS to send all toll transactions to the BOS within 24 hours or less (to be determined during System Design), receive dispositions to all toll transactions, and receive full transponder status files and incremental updates from the BOS.

The TCS Host shall transmit license plate images and correct license plate data associated with each image for all license plate toll transactions (i.e. vehicles without a valid toll transponder) to the BOS within 5 days or less for processing.

7.1.3.11.14. TCS Host Reports

The TCS Host shall include the ability to produce a variety of scheduled and ad-hoc operational reports in Adobe PDF and Microsoft Excel format as well as provide a tool for KDOT to perform special inquiries and export the results to Microsoft Excel format.

Specific reports will be determined during TCS design workshops with the TSI.

These reports should allow users to have different selection criteria such as date/time, direction, lane, specific E-ZPass agency transponders, KDOT Sticker Tags only, transponder status, license plate number, plate type and plate jurisdiction for analysis purposes.

The TCS Host shall have ability to schedule trending reports for various transaction types, unusual occurrence items and system alerts.

Transaction Report

The TCS shall produce a Transaction Report that displays the fields defined below for selected user parameters:

- Transaction serial number
- Transaction date
- Transaction type (transponder or license plate based)
- AET Toll Zone/Lane (possibly both separately)
- AVC vehicle class/rate tier
- Expected revenue amount
- Violation image request bit (on or off)
- Transponder agency
- Transponder serial number
- Transponder status
- Transponder class
- Violation image serial number
- License plate state
- License plate number
- License plate type

Drop down selections/input boxes to define criteria of the Transaction Report shall include:

- Transaction date
- Transaction time start and Transaction time end
- Direction of travel
- Lane

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- Transponder agency
- Transponder serial number
- Transponder status
- License plate state
- License plate number
- License plate type
- Vehicle class

After SYSTEM Go-Live, the TSI shall be responsible for designing, developing, implementing and testing up to ten new reports for KDOT at no cost to KDOT beyond the costs indicated in the TSI's base Pricing Proposal for this procurement. The purpose of this requirement is to engage the TSI in accommodating additional KDOT reporting needs that become apparent subsequent to the actual deployment of the SYSTEM.

7.1.3.11.15. Standalone Capabilities

The new TCS Host shall be capable of standalone operation if communication is lost with any of the TCS subsystems or the BOS is degraded or lost.

Upon restoration of communications, the TCS Host shall send and receive all buffered data to/from the BOS.

The TCS Host shall generate a report to track/audit what stored transaction and image data was sent.

7.1.3.11.16. TCS Host Hardware, Software, and Infrastructure Requirements

The TSI shall provide all the hardware, software and network specifications to support the TCS Host and its required functionality.

The TCS Host shall be a clustered system resource with high availability that avoids single points of failure.

The TSI shall furnish and install a complete TCS Host server and supporting infrastructure including data storage, data back-up, network communications and other hardware as needed to support the TCS Requirements.

The TCS Host configuration shall include all cabinets and ancillary equipment to provide a complete, secure and reliable system.

The server configurations shall have redundancy to support the TCS's availability requirements.

Servers shall be specified, designed and configured to support disaster recovery procedures and ensure data security.

All TCS servers, including all major hardware elements, shall be of the latest design and shall incorporate standard commercial products currently in production.

All TCS equipment shall be new.

The TSI shall use proven server configurations that support future upgrades to processors, memory, storage, operating system, database, etc.

All equipment, database software, operating system(s) and TCS client application(s) shall be supported by the TSI during any warranty and maintenance period.

Server virtualization is encouraged to leverage and achieve fault tolerance, redundancy and fast recovery during failures.

7.1.3.11.17.TCS Host Operating System

The operating system(s) for the TCS shall consist of a multi-user, multi-tasking operating system.

The operating system shall support all peripherals defined in these requirements.

The operating system shall also support the proposed communications architecture, redundant configuration, database software, and TSI's application software.

The TSI shall obtain all licenses required in the name of KDOT.

All licenses shall be provided to KDOT for all off-the-shelf operating system software, in addition to original software installation titles and media.

The TSI shall retain authorized copies (back-ups) for all software media to use for periodic system maintenance, upgrades, or restore, as required by KDOT.

Any operating system(s) shall have a planned upgrade path throughout the life of the Contract.

The proposed operating system(s) shall be covered under warranty during the Warranty Period.

The operating system shall be a proven system, used widely throughout the United States for intensive database operations, and should be compatible with the database and other web-based tools.

7.1.3.11.18.TCS Host System Database

The TCS Host System is a critical system that is directly linked to financial viability of the Toll Bridge and its operations.

KDOT requires a high level of reliability and security from the database used for the storage of transaction data, violation data, and all other data, as applicable, for the TCS.

The TSI shall use a toll industry standard, robust, highly available Relational Database Management System (RDBMS) that is field proven in toll collection environments.

The Host System database shall provide the common functionality, elements and capabilities encountered in commercially available relational databases.

7.1.3.11.19.TCS Host Security Requirements

The TSI shall adhere to the following minimum-security requirements related to the TCS Host:

- The TSI shall employ security measures ensuring that all application(s) and data are protected;
- All servers and devices must have currently supported and hardened operating systems with the latest anti-viral, anti-hacker, anti-spam, anti-spyware, and anti-malware utilities. The whole environment shall have aggressive intrusion-detection and firewall protection; and
- All components of the infrastructure shall be reviewed and tested to ensure they protect KDOT's hardware, software, and its related data assets. Tests shall focus on the technical, administrative and physical security controls that have been designed into the TCS architecture to provide confidentiality, integrity and availability.
- The TSI shall comply with the cybersecurity requirements set forth by the U.S. Department of Commerce National Institute of Standards and Technology

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(<https://www.nist.gov/cyberframework>) as well as the U.S. Department of Homeland Security Transportation Systems Subsector (https://www.cisa.gov/sites/default/files/publications/tss-cybersecurity-framework-implementation-guide-2016-508v2_0.pdf)

7.1.3.12. *FCC Licensing*

The TSI shall conduct a radio frequency (RF) site interference test at the toll zones to ensure that no significant local signals will have an impact on SYSTEM function and/or performance.

The TSI shall prepare, and timely submit, Federal Communication Commission (FCC) required transmitter technical and location information needed to obtain an FCC license for the SYSTEM.

7.1.3.13. *Maintenance Management System (MMS)*

The MMS shall:

- Monitor and collect data on SYSTEM and equipment statuses continually (24 hours a day, 7 days a week).
- Be designed so that SYSTEM data shall not be able to be deleted or modified, only appended and/or corrected with an identification as to who did the appending and/or correcting, when it was done, what was done, and why it was done.
- Automatically generate and track work orders for preventative maintenance, corrective maintenance, and emergency maintenance. Work orders are to be completed and closed out by the TSI.
- Support the generation of ad-hoc work orders by authorized users. Work orders are to be completed and closed out by the TSI.
- Automatically alert maintenance staff once a work order has been generated.
- Support the assignment of maintenance priority levels based on the SYSTEM configurable combination of severity level, facility, day and time.
- Track mean time between failures (MTBF) for all SYSTEM elements.
- Allow authorized users access to the MMS from KDOT workstations.
- Track spares and inventory levels including serial numbers and associated warranty information for installed equipment and inventoried equipment.

7.1.3.14. *Communications*

The TSI shall follow KDOT's requirements for all equipment and Systems connected to KDOT's Enterprise Network. KDOT will provide and maintain firewalls at every SYSTEM connection point into the KDOT WAN. The TSI/SYSTEM shall:

- Provide and maintain a firewall/switches at every connection point into KDOT's WAN and the Contractor's corporate network to ensure isolation of KDOT's network and the SYSTEM network and from the SYSTEM network and the Contractor's corporate network. The Contractor-provided KDOT interfacing equipment will need to be configured in coordination with the County's Information Technology Department.
- Provide, manage, and maintain all SYSTEM network equipment within the SYSTEM network including servers, switches, routers, and firewalls, and all network cabling.
- Monitor and manage equipment and Systems using a simple network management protocol (SNMP) monitoring tool.
- The SYSTEM shall operate with no loss of data. All lane transactions shall be forwarded to the SYSTEM Host (when communications are available).

- All toll lanes and toll zones shall be capable of operating without any communications for up to 30 days while storing all lane transactions to be processed when communications are restored.
- In the event of a failure of KDOT's WAN, the TSI shall provide a System that can operate indefinitely without KDOT-provided communications through manual field retrieval and redundant storage of data.

7.1.3.15. Roadside Equipment Enclosures

KDOT will provide the primary equipment building, four 4-post equipment racks with drawer slides, a natural gas generator, and redundant climate control.

The TSI shall provide the specifications for KDOT to construct the supporting infrastructure (such as conduit) to the primary equipment building.

The TSI shall provide the NEMA 4X rated 334 stainless steel industrial RFID reader cabinet to be installed adjacent to the tolling gantry, along with the necessary equipment racks.

7.1.3.16. Data Storage

The SYSTEM shall:

- Store lane transactions at the toll zone for a minimum of 90 days and at the TCS Host in accordance with KDOT's data retention schedule.
- Store images at the lanes and toll zones for a user configurable period of time ranging from 0 seconds (immediate deletion) to 90 days. Store images at the TCS Host in accordance to KDOT's data retention schedule. At least one stored front and rear image shall be of adequate quality to be used in invoicing and/or evidence packages.
- Digitally store (continuous) DVAS raw video for up to 90 days (configurable).
- Digitally store DVAS video clips associated with lane transactions and/or copied from the DVAS as part of an investigation and linked to an investigation file in accordance with KDOT's data retention schedule.

7.1.3.17. Reporting Database Server

In addition to the TCS Host, the TSI shall provide, install, and integrate a server at a KDOT facility which shall house a copy of the TCS Host database. This "Reporting Database" shall be kept current and in synch with the TCS Host database by the use of software replication techniques. This server is not to be proposed as a disaster recovery site. All reports provided by the TSI to run on the Host shall also be installed and operate on the Reporting Database.

7.1.3.18. Data Security and Accountability

Only authorized personnel will have access to information on the SYSTEM computers and network.

Access to any system, sub-system, function or directory requires a valid user account with assigned access privileges and controls.

A user account is locked if the number of failed login attempts exceeds a configurable account lock threshold.

Pre-defined "roles" shall have varying levels of access to selected applications, screens, forms, files, and directories.

Only certain “roles” shall have the ability to change access levels for “roles” and individuals.

Only authorized personnel with appropriate system privileges can change or override toll rates.

The SYSTEM will not allow any data to be deleted from a toll lane transaction record.

7.1.4. *TCS Technical Requirements*

KDOT is providing the TSI substantial latitude in providing the equipment and Systems necessary to meet the functional and performance specifications included in this RFP. However, all equipment installed on KDOT property shall be capable of operating within the environments typical of northern Illinois climate.

KDOT reserves the right to purchase any hardware or Commercial Off-The-Shelf (COTS) software outside of this Contract and provide it to the TSI. To ensure hardware and software compatibility with the SYSTEM, the TSI shall provide all specifications for required hardware and software if KDOT exercises this right.

7.1.4.1. *Physical Environmental Conditions*

The SYSTEM components will be installed in three physical environments:

- a. **Exterior.** All locations outside of environmentally controlled buildings.
- b. **Plaza Building.** Inside of building located at the toll zones.
- c. **Other Building Interiors.** Inside environmentally controlled buildings.

For these environments, SYSTEM equipment and Systems shall be able to operate within and withstand the following conditions:

Table 7-1: Environmental Requirements

Condition	Environment		
	Exterior	Plaza Building	Other Building
Minimum temperature	-20°F	20°F	50°F
Maximum temperature	140°F	104°F	85°F
Minimum humidity	15%	15%	15%
Maximum humidity	98%	95%	80%
Shock	Yes	Yes	Yes
Vibration	Yes	No	No
Corrosion / salt	Yes	Yes	No
Electrostatic discharge	Yes	Yes	Yes
Rain / water runoff	Yes, direct	Yes, indirect	No
Dust	Yes	Yes	Yes

7.1.4.2. *Hardware*

The TSI shall follow KDOT requirements for all hardware installed on KDOT property. The TSI shall:

- Provide equipment and work in conformance with the current applicable codes, standards, and guidelines including:
 - a. National Electrical Code (NEC);
 - b. National Electrical Contractors Association (NECA) codes and standards;
 - c. Occupational Safety and Health Act (OSHA) standards;
 - d. National Fire Protection Association (NFPA) codes and standards;
 - e. National Electrical Manufacturers Association (NEMA) standards;
 - f. American Society for Testing and Materials (ASTM) International standards;
 - g. Institute of Electrical and Electronics Engineers (IEEE) standards, including National Electrical Safety Code (NESC);
 - h. Electronic Industries Association (EIA) standards for interface and intercommunication;
 - i. Underwriters Laboratories (UL) standards; and
 - j. State of Illinois standards.
- Secure all equipment mounted over or adjacent to the roadway in such a manner that it cannot fall into a travel lane or shoulder due to any single failure of connection/mounting devices.
- Mount and secure all equipment in such a manner that it does not require frequent adjustments which necessitate lane or shoulder closures. Adjustment to or replacement of equipment shall be conducted in such a manner that it minimizes the duration of any lane or shoulder closures. Frequent adjustments are those considered to be necessary outside of approved SYSTEM downtime periods.
- Provide locking mechanisms for all exterior cabinets or buildings used to house SYSTEM equipment. The Contractor shall be responsible for replacement and repair of equipment resulting from unauthorized access and vandalism to SYSTEM equipment.
- Meet the industry standards currently being used for similar SYSTEM, ITS, and IT Projects for interchangeability, accessibility, test points, electronic components, plugs, connectors, terminal blocks, wires and cables, insulation, circuit protection, housings and cabinets, and fabrication, in addition to meeting applicable codes, standards, and guidelines throughout the life of the Contract.
- Provide electrical power Systems and data transmission Systems in accordance with NEC and KDOT standards.
- Install and maintain equipment in accordance with all applicable NEC, IEEE, State and Local codes and standards. Cable runs shall be horizontal or vertical, clearly labeled on both ends and neatly dressed. Diagonal cable runs are not acceptable and when needed strain relief must be provided, it is unacceptable to have any connector supporting a cable. The connector on the end of the cable should match the terminal where it is terminating without an adapter.
- Provide grounding Systems in accordance with NEC and KDOT requirements.
- Provide surge and lightning protection in accordance with applicable NEC, KDOT, UL, and NFPA specifications and standards.

7.1.4.3. *Software*

KDOT requires that all third-party software used in the SYSTEM be maintained and supported by the TSI throughout the term of the Contract.

KDOT prefers that software products be the newest commercially available of their type which are currently being used by toll facility operators and can be updated throughout the term of the Contract as newer versions become available.

KDOT prefers software based on open source/open architecture.

KDOT prefers the use of COTS software to the maximum extent possible.

7.2. Communications and Network Equipment

The TSI shall establish the communications network routers, switches, firewalls and other communications infrastructure that is required to support the SYSTEM.

The TSI shall describe their approach towards providing and maintaining the communication network under a Hosted Off-Site or a Public Cloud hosted solution.

However, at the minimum, the TSI shall be responsible for the following:

- (1) Providing and maintaining all network communications with the SYSTEM.
- (2) Remote connectivity via the Internet and all associated security appliances and firewall software and/or hardware to protect and secure the SYSTEM.
- (3) All WAN connectivity to external interfaces that include the Back-Up or Disaster Recovery Site.
- (4) Establishing, operating, monitoring, and maintaining communication connections for the SYSTEM including the BOS and other applicable third-party systems.
- (5) Monitoring the SYSTEM network, servers, and its components to respond to any fault or problem with minimum down time as defined in this RFP.
- (6) Notifying and coordinating with KDOT regarding any network outages, latency, maintenance-related activity, connectivity, changes, or deactivation of elements connected to the KDOT communications network backbone.
- (7) Monitoring the SYSTEM's WAN/LAN as well as external interfaces (through the MMS) continually throughout each day to verify optimal performance and full operations.
- (8) Performing network monitoring and verification of connectivity to various devices within the SYSTEM on a continuous basis.
- (9) Providing network design and services related to SYSTEM security apparatus and firewalls as well as connectivity to the BOS.

7.3. Back-Up Power

The TSI shall provide for back-up power to operate the SYSTEM during power interruptions.

7.4. Data Center

The TSI shall provide all the hardware, software and network specifications to support the SYSTEM implementation.

The TSI shall provide both production and disaster recovery data centers.

The SYSTEM hardware and software shall be hosted on a public cloud in the USA or offsite at TSI's provided facility in the USA and managed by the TSI.

Due to the dynamic nature of cloud-based computing, the public cloud server option should include a description of how additional resources are assigned as well as the enhanced security measures that will be implemented.

The public cloud-based option shall also provide details on how the SYSTEM shall be provisioned and configured to support both the production and disaster recovery (DR) sites.

For the hosted off-site solution at the TSI's facility, the TSI shall procure and install all the hardware and software dedicated to support the SYSTEM implementation including both the production and DR sites.

The use of shared resources (i.e. with other clients of the TSI) shall be approved by KDOT.

The TSI shall provide adequate network access (bandwidth) to the proposed public cloud-based or off-site system for SYSTEM operations, to the BOS, and to the TSI's Operations and Management staff to use the system effectively and efficiently.

The TSI shall work with KDOT to provide adequate bandwidth to meet the SYSTEM performance requirements.

The TSI must ensure that the SYSTEM complies with all industry accepted security practices and all applicable standards including but not limited to PCI-DSS and PA-DSS.

All software licenses shall be provisioned by the TSI for COTS operating system software, database system and other COTS applications used in the proposed solution for the public cloud or those that are procured and maintained for the hosted off-site solution.

7.5. Data Management, Storage, and Retention

The TSI shall comply, at a minimum, with the following back-up and data retention requirements for the SYSTEM:

Back-up

- Make back-up copies of data to facilitate a restoration of the data in the event of data loss or SYSTEM failure.
- Adhere to a defined and documented back-up schedule and procedure (to be approved by KDOT) and complete scheduled back-ups of all data regularly.
- At a minimum, data shall be backed up nightly, with one daily for differential, and one weekly for full data back-up.

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- Where data is personally identifiable, data must be encrypted according to current best practice standards such as with Advanced Encryption Standard (AES). For transmission of sensitive data utilizing Public Key Infrastructure (PKI), only cipher suites deploying what is considered best practice should be utilized. Private keys should be managed according to industry best practices.
- The SYSTEM shall be backed up without requiring manual intervention and shall include the status of all back-ups in the Monthly SYSTEM Operations Report.

Storage

- The TSI shall specifically provision for the back-up of SYSTEM data for the cloud-based solution. This shall be separate from the DR replication activities and should not be considered as part of DR data replication.
- Back-up media for each period shall be stored in a secure location for data recovery in the event of disaster.
- For the TSI provided off-site facility, the TSI shall use either a physical media back-up mechanism or online cloud-based back-up solution.
- The TSI shall be responsible for handling the secure transfer and storage of back-up media.

Retention

- The TSI shall follow the County's Information Technology Department Data Retention Policy to retain the data both online and offline.
- Based on the Retention policies, the data shall be archived and stored for future use and shall be purged from the current system for normal operations.
- Respondents may assume their solution will incorporate the following data retention schedules:
 - a. Detailed toll transactional data – Retain online in the TCS Host for at least 3 years then archive to long term storage for at least 6 years.
 - b. Summary level toll data – Retain online in the TCS Host for at least 10 years.
 - c. License Plate Images:
 - i. AVI Transactions: Retain online in the TCS for a minimum of 30 days after the BOS notifies the TCS that the AVI transaction was posted and reconciled successfully.
 - ii. License Plate Toll Transactions: Retain online in the TCS for a minimum of 1 year after the BOS notifies the TCS that license plate toll was paid or resolved in accordance with KDOT's business rules.
 - d. System Logs – Retain Online in the TCS Host for at least 120 days then archive to long term storage for at least 6 years.
 - e. All Other data – Retain online in the TCS Host for at least 3 years then archive to long term storage for at least 6 years.

7.6. Data Security and Accountability

The SYSTEM shall include features to assure the security and integrity of all data collected and processed by the SYSTEM.

The TSI shall ensure that all PCI and PII data that is replicated as part of any disaster recovery or business continuity process shall also be encrypted during transmission and at rest where required.

The TSI shall ensure that all data security and encryptions standards comply with the most recent version of the PCI-DSS (i.e. currently PCI-DSS Ver. 3.2.1).

The SYSTEM shall employ redundancy as needed to meet the required availability and functionality requirements and to protect against data loss and data corruption. Communication transmissions to and from the SYSTEM shall employ a reliable means of confirming sent data is accurately sent and received.

The SYSTEM shall protect against data loss caused by equipment malfunction and failure, inadequate data storage capacity, communication loss, power outage, voltage drop or surges, extreme temperatures, deletion by users or other forms of human error, and cyber-attacks (i.e., rogue users/hackers, virus attacks, etc.).

Throughout all levels of the SYSTEM the TSI shall employ an integrated and comprehensive anti-spam and anti-virus protection system that is approved by the County's Information Technology Department.

The TSI shall provide a secure firewall that is approved by the County's Information Technology Department that protects all aspects of the SYSTEM.

The SYSTEM shall provide varying user-access levels that are assigned by a qualified and experienced system administrator.

Any modifications to data (records) and all databases shall be recorded to a retrievable chronological log that includes notations to support SYSTEM audits.

The TSI shall not disclose, distribute or make available to any third party the names, addresses, or any other personally identifiable information of customers without their express consent except as required to comply with laws or legal processes served on KDOT.

The TSI shall perform penetration and degradation testing as well as security scans following any changes made to KDOT that may affect PCI compliance.

Any vulnerabilities shall be immediately reported to KDOT along with any recommended patches, upgrades and enhancements to the SYSTEM.

The TSI shall perform periodic cyber security testing and vulnerability assessments to be planned and coordinated with KDOT.

The period shall vary from daily to weekly to monthly depending upon current cyber threat advisory level as indicated by the Center for Internet Security (CIS) Multi-State Information Sharing and Analysis Center® (MS-ISAC®).

7.7. Maintenance

Once the SYSTEM is placed into revenue collection (currently anticipated to be January 1, 2022), the TSI shall provide support and maintenance services for the SYSTEM to continue its operations with no degradation in the performance in accordance with the standards set forth in this RFP and the provisions in this Section throughout the remainder of the initial 6-year contract term and any renewal term(s) thereof, with KDOT having the option to renew the support and maintenance services for two optional 2-year extensions.

7.7.1. *Maintenance Plan*

At least 45 days prior to Go-Live, the TSI shall submit a Maintenance Plan identifying all aspects of the maintenance program and services. The Maintenance Plan shall address both Hardware, Software and Network maintenance and scheduled routine maintenance processes (including all preventive and corrective maintenance activities for the inspections, repairs, upgrades, and replacement of parts and components) as needed to keep the SYSTEM running effectively and efficiently at or above required performance. The Maintenance Plan shall provide details on each routine maintenance activity including its scope, frequency, and anticipated duration for completion.

7.7.2. *General Maintenance Requirements*

The TSI shall provide all preventive and corrective maintenance of the SYSTEM. To every extent possible, performance of maintenance activities shall be completed in a manner that does not disrupt or degrade SYSTEM operations. All software and firmware updates shall be scheduled and planned with KDOT. Any such efforts shall be clearly documented in advance for KDOT concurrence. The TSI shall establish and staff a Help Desk function that shall include a toll-free telephone; a person shall be available at that number to report confirmation of reduced SYSTEM performance, outages and problems or to discuss and resolve a request for maintenance twenty-four (24) hours a day, seven (7) days a week, 365 days a year.

The TSI shall provide the required system security level access, software tools, training and any other materials required to maintain the SYSTEM to the performance levels specified herein and in the Contract.

7.7.3. *Software and Firmware Maintenance*

The TSI shall provide software maintenance which shall include SYSTEM administration, updates and patches to the operating system(s), database(s), antivirus, firmware, middleware and external interfaces, licenses renewal, and any other activities needed to maintain the performance standards set forth in this RFP. The TSI shall keep all software instances (development, test, disaster recovery and production) at the same configuration and patch level. As is standard practice when repairing deficiencies and releasing SYSTEM fixes or upgrades, the TSI shall prepare and run Regression Testing scripts to test each build that is delivered to the test environment to ensure that no regression problems have surfaced.

The TSI shall provide KDOT with the most current release of all SYSTEM software, including third-party software, available on the date of delivery to maintain optimum performance.

7.7.4. *Software Upgrades and Enhancements*

Upgrades or Enhancements that shall not be paid for by KDOT include Software modifications that are required to maintain and support the SYSTEM as a part of the normal course of business such as version changes, configuration or parameter changes, or minor changes to software or code; and changes that improve the TSI's ability to maintain and support the SYSTEM.

Upgrades and Enhancements required for reasons such as to meet major changes to standards, statutes, or interoperability requirements (including the addition of new functionality); or, to provide KDOT with a demonstrable benefit in performance, costs or productivity, shall be proposed by the TSI in accordance with the requirements of KDOT's Change Request process and coordinated through the County's Information Technology Department.

7.7.5. *Hardware Maintenance*

The TSI shall maintain all SYSTEM hardware components, devices and elements used in the SYSTEM. Hardware maintenance shall include repair and replacement (or any other activities of any SYSTEM device or component provided by the TSI and specialized technology) to ensure the normal function necessary to maintain the performance standards set forth in this RFP.

The TSI shall submit an annual report on the status of the SYSTEM.

The TSI shall develop a forecast of replacement parts, spare parts inventory and associated costs for each fiscal year for KDOT budgeting purposes.

The TSI shall not mark up the cost of any replacement spare parts item by more than 10 percent over the manufacturer's price.

7.7.6. *Preventive Maintenance*

The TSI shall provide a schedule for preventive maintenance on all SYSTEM hardware, software and firmware and perform preventive maintenance activities for the term of this Contract and any subsequent extension(s) and optional periods (as defined in the Pricing Proposal) commencing after System Acceptance.

7.7.7. *Network Equipment and Electronic Communications Maintenance*

The TSI shall maintain the electronic communications and network equipment required to support the SYSTEM and ensure that it meets the performance requirements of the Contract. The TSI shall be responsible for maintenance of all network communications equipment and communications components that make up the SYSTEM.

The TSI shall be responsible for remote connectivity to the TCS via the Internet and all associated security appliances and firewalls. The TSI shall be responsible for all WAN connectivity to external interfaces of the TCS that include the designated disaster recovery site. The TSI shall establish, operate, monitor and maintain communication connections for the SYSTEM including connections to the BOS, Back-Up or Disaster Recovery Site and other third-party systems.

The TSI shall monitor the SYSTEM network, servers, and its components to respond to any fault or problem within the applicable response times.

The TSI shall maintain all SYSTEM network routers, switches, firewalls and other signal directing appliances including load balancing required due to web traffic.

The TSI's network maintenance activities shall not interfere with or hinder the performance of other users of the KDOT network infrastructure. The TSI shall notify and coordinate with KDOT regarding any network outages, latency, maintenance-related activity, connectivity, changes, or deactivation of elements connected to the KDOT communications network backbone.

7.7.8. *Emergency Maintenance Support*

While the SYSTEM monitoring functions should automatically identify any issues related to SYSTEM hardware, software, network communications, Customer Call Center, IVR, Website, email server, and other SYSTEM components, the TSI shall provide a 24x7x365 Help Desk to identify and resolve emergency requests for SYSTEM maintenance.

7.7.9. *Operations Support*

The TSI shall respond to FOIA and data analysis requests as directed by KDOT. Anticipated activities may include, but are not limited to transaction queries and analysis, license plate queries and analysis, and exporting of license plate images and DVAS video.

7.8. System Release Notes

Within 30 days after Go-Live, the TSI shall provide a set of System Release Notes fully updated to reflect the Software which was transitioned to production status. An updated set of System Release Notes shall also be provided for any SYSTEM updates during the Warranty and Maintenance phases. The TSI shall follow the System Release Notes Review Guidelines established by KDOT and provide the release notes to KDOT at least 15 days ahead of a planned release for review and approval (and before finalizing scheduling of the actual deployment of the release). The release notes shall accompany the test results for KDOT's review depending on the type of changes planned for release. Once the release notes are approved, the TSI shall schedule the release and notify the concerned parties, including KDOT, of the release deployment both prior to and after the release.

7.9. Key Performance Indicators (KPI)

The TSI and the SYSTEM shall meet or exceed all of the Key Performance Indicators (KPIs) as described in this section of this RFP. The KPIs are organized into four categories:

- Milestone Conformance;
- Availability;
- Accuracy; and
- Timeliness.

The Milestone Conformance KPIs are single occurrence requirements. The TSI shall meet certain milestones by certain dates in order to meet the requirement.

The Availability, Accuracy, and Timeliness KPI are recurring (typically monthly) or as-needed requirements that must be met during Phases II, III, IV, and V.

The TSI shall measure and report on each KPI following each measurement period. KDOT encourages the TSI to integrate automated and auditable tools within the SYSTEM to measure system performance, thus avoiding onerous manual actions to measure the KPI's on a monthly basis.

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The results shall be contained in a written report and be based on SYSTEM-generated reports as much as possible. The report shall be submitted to KDOT within 10 business days of the end of the measurement period.

If one individual SYSTEM failure results in more than one KPI to be missed, only one of the applicable KPIs shall be utilized to calculate penalties. The KPI that results in the largest total penalty shall apply.

KPIs shall be measured on the basis of a statistically significant sample size. A sample size shall be selected such that there is at least 80% confidence in the observed accuracy or error rate.

Calculation of the percentage based KPI shall be:

$$\text{Performance Percentage (\%)} = 100 \times \left[\frac{\text{Numerator}}{\text{Denominator}} \right]$$

where "Numerator" and "Denominator" are defined in the tables in each subsection below.

The Total Expected Operations hours included within an Availability Performance calculation does not include planned system outages. A planned or scheduled outage is an activity that is done as a result of preventive maintenance and is scheduled and approved by KDOT ahead of the activity.

SYSTEM availability shall be captured within the MMS application. Within the work order management procedures, the TSI is responsible for documenting specific timestamps during the various stages of problem resolution. Within MMS work orders, the elapsed time between problem detection/reported time and problem repair/completed time is the actual downtime variable within the Availability Performance calculation.

Since the TSI will be responsible for accurate capture of this information within their MMS solution, the TSI shall provide reports of all system availability exceptions to KDOT via an agreed upon schedule.

For KPIs that consider damages and coverage of lost revenue, the lost revenue shall be calculated according to the following steps:

- Collect historical data
 - a. Expected Revenue is defined as the income that KDOT would expect to realize, calculated for this application of damages by using the conditions in the below process:
 - Select four (4) recent days with similar traffic patterns on the same day of the week. Days to be selected are to be agreed upon by both the TSI and KDOT.
 - Extract exact period that conforms to system loss-of-revenue period
 - Extract applicable location(s)
- Average collected data
 - a. Add individual daily historic Expected Revenue amounts that conform to the collected historical data requirements above
 - b. Divide by four (4), the number of days for which historical data is selected (see above)
 - c. The resulting average is "Expected Revenue" in the above calculation

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Over the course of the SYSTEM design and test planning, the TSI may define methods and reports that provide a more efficient and/or precise means of measuring the KPIs.

The TSI will discuss with KDOT during the design and test planning stages of the project the possible use of such methods and SYSTEM-generated reports.

Any resulting modifications to the KPIs would be subject to approval by KDOT.

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7.9.1. *Milestone Conformance*

Table 7-2: Milestone Conformance Performance Indicators

#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
MC-01	Revenue Service	SYSTEM placed into revenue service	Not Applicable	One	Once	Not Applicable	Not Applicable	No later than January 1, 2022	\$1,000/day until completion
MC-02	System Acceptance	Approval of System Acceptance Test Report	Not Applicable	One	Once	Not Applicable	Not Applicable	No later than 180 days after Revenue Service begins	\$250/day until completion

7.9.2. KPIs – Availability

Table 7-3: Availability Performance Indicators

#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AV-01	Roadside Tolling Availability	Percentage of time that all Roadside TCS Subsystems shall be Fully Available to generate Transaction Records.	<u>Fully Available:</u> All aspects of the Roadside TCS subsystems are performing all functions necessary to generate Transaction Records.	One	One Month	Total number of hours Roadside TCS was scheduled to be in operation during the period of measurement. This shall exclude any planned maintenance activities.	Total Number of Hours Roadside TCS was Fully Available.	99.9%	\$300 for every 0.1% below the Service Level
AV-02	TCS Host Availability	Percentage of time that all TCS Host Subsystems shall be Fully Available to generate Transaction Records.	<u>Fully Available:</u> All aspects of the TCS Host subsystems are performing all functions necessary to generate Transaction Records.	One	One Month	Total number of hours TCS Host was scheduled to be in operation during the period of measurement. This shall exclude any planned maintenance activities.	Total Number of Hours TCS Host was Fully Available.	99.8%	\$300 for every 0.1% below the Service Level

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7.9.3. KPIs – Accuracy

Table 7-4: Accuracy Performance Indicators

#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AC-01	Vehicle Detection and Transaction Generation Accuracy	Percentage of vehicles for which the SYSTEM generates one and only one transaction.	Two (one per zone)	Monthly	Total number of vehicles	Total number of vehicles that generated one and only one transaction record.	99.90%	\$1,000 for every 0.1% below the Service Level	
AC-02	Vehicle Height and Length Detection Accuracy	Percentage of vehicles for which the SYSTEM correctly reports the height and length.	Two (one per zone)	One Month	Total number of vehicle records generated	Total number of vehicle records that contain the correct height and length	99.50%	\$200 for every 0.1% below the Service Level	

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AC-03	RFID Capture Rate Accuracy	Percentage of vehicles for which the SYSTEM correctly reports at least one RFID Transponder ID if a transponder has been correctly mounted (according to manufacturer specification).	Two (one per zone)	One Month	Total number of vehicles with a correctly mounted transponder.	Total number of vehicles passing with at least one correctly reported Transponder ID.	99.95%	\$200 for every 0.1% below the Service Level	
AC-04	VES Image Capture and Correlation Accuracy	Percentage of vehicles for which The SYSTEM subsystem shall capture, report and correctly associate a front and rear image to each vehicle	Two (one per zone)	One Month	Total number of vehicles traveling through the toll zone, including vehicles in the shoulders and straddling the lane on the edge of the toll zone.	Total number of vehicles for which all license plates are captured, reported, and correctly associated to the vehicle transaction	99.0%	\$200 for every 0.1% below the Service Level	

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AC-05	License Plate Reading Accuracy	Percentage of Human Readable Plate Images that are correctly determined either with OCR or manual review.	“correctly determined” means that the plate number, jurisdiction, and any plate type are accurate	One	One Month	Total Number of Human Readable License Plate Images	Total Number of Correctly Determined License Plates	99.95%	\$200 for every 0.1% below the Service Level
AC-06	False “Code-offed” Images	Percent of Human Readable Plate Images that are incorrectly “Coded-Off”	“Coded-Off” means the TSI stated they could not determine the license plate data	One	One Month	Total Number of Coded-Off Images	Number of Incorrectly “Coded-Off” Images (i.e. this image should not have been coded-off)	1%	\$200 for every 0.1% above the Service Level

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AC-07	Vehicle Framing Accuracy	Percentage of vehicles for which the SYSTEM correctly assigns all data captured (tag reads, vehicle height and length, toll collector inputs, etc.) and include it in the recorded transaction	One		One Month	Total number of vehicle records captured.	Total number of vehicle records correctly aligned with all captured data.	99.95%	\$200 for every 0.1% below the Service Level
AC-08	Transaction Transfer, Storage, and Retention	Percentage of transactions correctly transferred from the lanes to the TCS Host and from the TCS Host to the BOS.	One		One Month	Not Applicable	Not Applicable	100%	Expected Revenue Lost

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
AC-09	Image Transmission Accuracy	The VES subsystem shall correctly transmit all captured license plate images to the TCS Host under all operating conditions.		One	One Month	Not Applicable	Not Applicable	100%	Expected Revenue Lost

7.9.4. KPIs – Timeliness

Table 7-5: Timeliness Performance Indicators

#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
TI-01	Timely Report Generation (<1,000,000 Records in the Report)	Reports shall be generated in 30 seconds or less	One (system-wide)		One Month	Total number of reports generated with <1,000,000 records	Total number of reports generated within 30 seconds	100%	\$250 for every 0.1% below the Service Level
TI-02	Timely Report Generation (>=1,000,000 Records in the Report)	Reports shall be generated in 120 seconds or less	One (system-wide)		One Month	Total number of reports generated with >= 1,000,000	Total number of reports generated within 120 seconds	100%	\$250 for every 0.1% below the Service Level
TI-03	Timely Submission of Monthly KPI Report	The KPI Report shall be submitted no later than the 10 th business day of the month covering the previous calendar month	One (system-wide)		One Month	Not Applicable	Not Applicable	10 th business day of the month	\$200 for every day past the due date

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
TI-04	Timely Maintenance Repair – Priority One	The TSI shall Repair the SYSTEM and return it to normal operation due to a Priority One issue within a required time frame		Each Occurrence	Not Applicable	Not Applicable	Not Applicable	2 hours	\$100 for every 15 minutes past required time
TI-05	Timely Maintenance Repair – Priority Two	The TSI shall Repair the SYSTEM and return it to normal operation due to a Priority Two issue within a required time frame		Each Occurrence	Not Applicable	Not Applicable	Not Applicable	4 hours	\$50 for every 15 minutes past required time
TI-06	Timely Maintenance Repair – Priority Three	The TSI shall Repair the SYSTEM and return it to normal operation due to a Priority Three issue within a required time frame		Each Occurrence	Not Applicable	Not Applicable	Not Applicable	One Business Day	\$200 for every day past the Required Service Level

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#	Name	Performance Measure	Definitions	Number of Measurements	Period of Measurement	Denominator	Numerator	Service Level	Liquidated Damages Assessment
TI-07	Timely Determination of License Plate Data	The number of days from when a transaction occurs to when the plate data is determined (or the determination failed).		One	One Month	Total Number of Plates Recorded	Number of Plates that are determined in 5 days or less	100%	\$200 for every 0.1% below the target
TI-08	Timely Host Failover	Upon failure of the Primary TCS Host, the TSI shall fully configure the Secondary TCS Host to take over all Host functions and requirements within the service level requirement		Each Occurrence		Not Applicable	Not Applicable	2 hours	\$250 for every hour past the required time

7.9.5. ***KPI Liquidated Damages Example Calculations***

7.9.5.1. *Example 1: Poor Height and Length Measuring Performance*

Scenario: During March 2022, the number of vehicles going through the toll zone is determined to be (through audit) 89,900. For the same period, the SYSTEM reports the number of vehicles with correct height and length as 89,183.

Calculations:

KPI # = AC-02 (see Table 7-4)

Denominator = Actual Vehicles during the Month = 89,900

Numerator = Vehicles with Correct Height and Length = 89,183

$$\text{Measured Performance (\%)} = 100 \times \frac{89,183}{89,900} = 99.20\%$$

Required Performance = 99.5%

Performance Shortfall = 99.5% – 99.20% = 0.298% ≈ 0.3%

(rounded to nearest 0.1%)

$$\text{Penalty} = \$200 \times \frac{0.3}{0.1} = \$600$$

7.9.5.2. *Example 2: Poor Response to Maintenance Call*

Scenario: During July 2023, a Priority Two maintenance issue occurs. The SYSTEM sends an alert out at 3:50 pm. The SYSTEM is returned to correct operation at 10:10 pm.

Calculations:

KPI # = TI-07 (see Table 7-5)

Required Response Time = 4 hours

Measured Response Time = (10:10 pm – 3:50 pm) = 380 minutes

Performance Shortfall = 380 – 240 = 140 minutes ≈ 135 minutes

(rounded to nearest 15 minutes/quarter hour)

$$\text{Penalty} = \$50 \times \frac{135}{15} = \$450$$

7.10. Project Execution Requirements

7.10.1. *Project Management Plan*

A Program Management Plan shall be submitted to KDOT which shall reflect knowledge of the process and tools consistent with the Project Management Institute Guidelines and Standards. The Plan shall include a description of the management techniques to be used during all phases of the Project.

7.10.1.1. *Program Management Plan*

The TSI shall demonstrate a thorough understanding of the Project phases and key knowledge areas for project management identified by the Project Management Institute. It shall be explained how the TSI's use of these techniques will lead toward a successful Project implementation. The Management Plan shall address how the TSI shall manage the following elements of the Project:

- Project Communication;
- Primary Project Responsibility;
- A Risk Register that identifies all risks and details how the risks will be managed and mitigated;
- Subcontractor Management and Coordination;
- Progress Scheduling (Critical Path Method – CPM – based);
- Progress Reporting and Coordination with KDOT;
- Testing;
- Design and Design Reviews;
- On-Site Installation; and
- Record keeping, including generating all meeting agendas and minutes.

7.10.1.2. *Responsibilities Matrix*

The Program Management Plan shall include a Responsibilities Matrix which shall document the roles and responsibilities of all parties involved with the design, construction, installation, testing, commissioning, operation, and maintenance of the SYSTEM being procured under this RFP.

The primary parties involved with this Project include, but are not limited to, KDOT and the TSI and its subcontractors and vendors. The TSI shall identify and include all other primary parties involved with its Work.

All work shall be broken down to element, task and component within the Subsystems, with responsibility assigned to one of the parties as taking a lead role. Any support and/or coordination activities shall also be identified and assigned.

7.10.2. *Configuration Management Plan*

The TSI shall develop and provide a Configuration Management Plan for the review and acceptance by KDOT to be adhered to throughout the duration of this Project.

Configuration Management shall be utilized in order to efficiently and accurately track and monitor the progress and changes that occur in all areas of this Project, including hardware, firmware, software, and documentation.

The Configuration Management Plan shall address the following areas:

Configuration control:

- The TSI shall demonstrate a thorough understanding of the Project phases and key knowledge areas for project management identified by the Project Management Institute. It shall be explained how the TSI's use of these techniques will lead toward a successful Project implementation. The Management Plan shall address how the TSI shall manage the following elements of project:
- Project Communication;
- Primary Project Responsibility;
- A Risk Register that identifies all risks and details how the risks will be managed and mitigated;
- Subcontractor Management and Coordination;
- Progress Scheduling (CPM based);
- Progress Reporting and Coordination with KDOT;
- Testing;
- Design and Design Reviews;
- On-Site Installation; and
- Record keeping, including generating all meeting agendas and minutes.
- Requirements Management;
- Deviation and specification change requests;
- Data Management;
- Configuration Audits: functional and physical;
- Acceptance Requirements for Installed Systems; and
- Testing Requirements for installed Systems.

Configuration accounting:

- Document Control and the Library Function;
- Accepted Documents;
- Revision History for Documents;
- Physical Item Content;
- Physical Item Where Used;
- Status of Changes;
- Changes by Product/Serial Number;
- Results of Configuration Audits;
- Configuration Management Accounting (As Designed, As Built, As Delivered);
- Revision Status of Installed Systems; and
- Version control.

7.10.3. *Project Schedule*

The TSI shall prepare, and keep up to date, a Project Schedule developed using the Critical Path Method (CPM). An initial version of the schedule shall be included in the Proposal and then updated 10 days prior to the Project kick-off meeting. This schedule shall be based on anticipated dates by which the TSI will submit deliverables and complete milestones.

The schedule shall be used as a basis for tracking progress throughout the course of the Project. The end dates for the Project Phases may not change but the TSI is free to revise the order of activities or make other changes, such as combining submissions that it believes will facilitate a more efficient review and approval process. However, KDOT reserves the right to approve or reject the TSI's schedule and the TSI is cautioned to not overburden KDOT with submittals of excessive size (number of concurrent submission and/or length of individual documents) that cannot be realistically reviewed in the time allotted.

7.10.4. Meetings and Reports

7.10.4.1. Project Kick-Off and Work Progress

A Project kick-off meeting shall be held between KDOT and the TSI within 30 days of the Project NTP. At this meeting, all appropriate lines of communication for both oral and written correspondence will be established. Appropriate methods for documenting meetings, telephone conversations, and other communications will be defined. The TSI's Project Schedule will be reviewed in detail and refined as necessary.

The TSI shall prepare and submit to KDOT monthly progress reports on the status of all-major items and activities. The progress report shall include an updated Project Schedule.

Project progress meetings shall be conducted monthly at the offices of KDOT, at a schedule to be proposed by the TSI and accepted by KDOT. The purpose of these meetings will be to monitor progress, discuss design issues, and plan for SYSTEM installation, testing, and transition.

The TSI shall allow KDOT to conduct periodic inspections of the software development effort including reviewing the status of source code. This includes on-site review at the TSI's development facility and could include actual review of files with the TSI present; reviewing file size, number of lines, work completed, etc.; and witnessing unscripted and unofficial testing of incremental development versions of the software. These periodic inspections could occur on a monthly basis or at some other frequency to be defined by KDOT.

7.10.4.2. Workshops

The TSI shall conduct monthly workshops with appropriate stakeholders to review all submissions, validate SYSTEM requirements, design approach and design, report formats, and other issues requiring coordination between KDOT and the TSI. Whenever possible, these workshops should be scheduled in conjunction with project progress meetings. With KDOT approval, some workshops may be conducted via conference call.

7.10.5. ***Submittals***

7.10.5.1. *Plans and Requirements*

All plans and documentation shall be submitted to KDOT electronically in the English language. The TSI shall provide and maintain, for the duration of the Contract, a secure document management repository that will be used by authorized users of both KDOT (and Others as designated by KDOT) and the TSI for exchanging electronic files and storing the current approved versions of all controlled documents that are applicable to the Contract.

All plans and documentation shall be submitted to KDOT for its review and acceptance. Plans and other documentation shall be submitted in sufficient time for a minimum of two (2) iterations of KDOT review/TSI revisions to be completed and still adhere to the targeted final document deliveries identified by the TSI and approved by KDOT. Appendix D lists the KDOT review periods for each of the deliverables. Multiple simultaneous submittals may extend KDOT's review times. Acceptance of documents shall not relieve or limit the TSI's responsibility to provide a SYSTEM in full compliance with the Contract. If corrections or improvements are requested, the TSI shall resubmit the Plans and Documentation until such time as it is fully accepted. Any need for re-submittal shall not be seen as a cause for delay in completing the Project in accordance with overall Project milestones.

Deviations from the RFP requirements that may be contained within TSI-submitted documents, even though the document may be accepted by KDOT, shall not have the effect of modifying Contract requirements. Only specific requests to KDOT from the TSI for waivers or specification change that are formally accepted by KDOT will change requirements in the Contract.

All Plans, Documentation, Manuals, and updates shall be submitted in soft copy (latest version of the appropriate Microsoft application (Word, Excel, Access, Power Point, Visio, Project) and Adobe PDF used by KDOT). Final accepted versions of all documentation shall be delivered in soft copy in a format that is acceptable to KDOT.

When possible, documents shall be formatted to be printed on letter size sheets.

All design drawings submitted by the TSI shall be submitted in Adobe PDF.

During the Operational and Maintenance periods (Phases III, IV, and V), the TSI shall continuously update all documentation to reflect correction of discovered errors or enhancements made to the SYSTEM or changes made to Business Rules and policies. The TSI shall update documents to reflect changes and submit soft copy versions of the revised documents within 30 days of the change.

The TSI shall update all relevant system documentation to correct errors at no cost to KDOT.

The costs for updating documentation to incorporate changes requested by KDOT to the SYSTEM shall be included in the total cost of the applicable Change Orders and the work of the Change Order will not be accepted by KDOT or fully paid for by KDOT until all updated manuals/documents have been delivered to and accepted by KDOT.

Each document shall go through an internal Quality Assurance (QA) review process prior to submittal to KDOT and a change log be kept in each submittal to record the document creation, review, and update history. The resource that performed the QA review shall be noted in the change log.

7.10.6. *Quality Assurance Program and Plan*

The TSI shall establish and maintain an effective Quality Assurance (QA) Program to ensure compliance with all of the Contract requirements. The TSI's QA Program shall be submitted for review and approval to KDOT in accordance with the approved Project schedule. The QA Program shall ensure adequate quality throughout all areas of this Project, including design, procurement, development, fabrication, processing, assembly, inspection, testing, maintenance, reporting, repair, packaging, shipping, storage, site preparation, installation, and cleaning. The QA Program shall be segregated into two separate sections, the first to discuss QA during the Development Period (Phases I and II) and the second to discuss QA during the Operations and Maintenance Period (Phases II through V).

All supplies and services under this Contract, whether manufactured or performed within the TSI's plant or at any other source, shall be controlled at all points necessary to ensure conformance to the specifications of the technical requirements.

Manufacturing, fabrication, and assembly work conducted within the TSI's facility shall be controlled completely by the TSI. The TSI shall maintain records or data essential to providing objective evidence of quality until the expiration of the Contract, and they shall be made available to KDOT upon request.

The QA Program shall include a requirement that the TSI's identified QA Manager shall sign off on all submissions. By signing off on a submission, the TSI verifies that all work related to that submission adheres to the TSI's QA Program.

The QA Program shall include the following elements that shall be submitted to KDOT for review and acceptance in the form of a Quality Assurance Plan:

- A description of the QA and control organization including employees and an organizational chart, and demonstration that all QA personnel are qualified, experienced, and have the proper skills for QA activities.
- Procedures for presenting, preparing, and verification of all submittals from any source.
- Procedures to ensure that work is performed according to the QA Plan and Contract requirements.
- Procedures to ensure that any and all failures, malfunctions, deficiencies, defects, deviations, etc., are corrected and/or documented according to the QA Plan and Contract requirements.
- Details of the TSI's change control process that is instituted for the Project. This process shall be utilized for all design, plan, calculations, and field changes.
- A trouble reporting function that includes trouble logging and tracking, follow-up tracking, and final Disposition tracking during testing and implementation and maintenance and operations.
- A Change Order Tracking System for documenting and tracking change order requests and their status for the Project duration.

KDOT may conduct independent QA reviews of all TSI work and submissions. The TSI shall address all issues identified by KDOT during QA reviews, including correcting errors and resubmitting documentation. All work to address KDOT QA comments shall be at no additional cost.

7.10.7. *Phase I – Design Requirements*

7.10.7.1. *Design Reviews*

The TSI shall conduct a series of formal design reviews during Phase I as follows:

- Business Rules Review; and
- Detailed Design Review (DDR).

Each of the reviews may be broken into multiple sessions and may be followed up by subsequent additional sessions in the event material could not be covered or issues could not be settled in the allotted time. The agenda for the review and documents that are scheduled for examination at the reviews shall be delivered prior to the beginning of the first session of the review.

The required design documents are listed in the table of deliverables in Appendix D.

Additional design review meetings may be held during the development process, as KDOT and the TSI deem necessary.

7.10.7.1.1. *Business Rules Review*

The KDOT Business Rules that are to be supported by the SYSTEM are contained in Appendix A of this RFP. The TSI shall meet with KDOT to review and, if needed, update these Rules. Following this review, the TSI shall document KDOT's final Business Rules.

7.10.7.1.2. *Detailed Design Review*

The Detailed Design Review shall cover three major documents:

- Requirements Traceability Matrix (RTM);
- Detailed Design Document (DDR); and
- Detailed Reports Design Document.

7.10.7.1.2.1. *Requirements Traceability Matrix*

The TSI shall develop a Requirements Traceability Matrix (RTM) for the SYSTEM based on the Business Rules and requirements presented in this RFP as well as any functionality described in their Proposal that was not specified directly in the RFP. The initial RTM shall include identification of specific requirements that the TSI would like to discuss with KDOT at the design review meeting, including a summary of the issue and proposed resolution.

The purpose of the RTM is to maintain documented traceability from the Business Rules through requirements, design, testing, and training. The RTM shall provide the following functionality:

- a. Each of KDOT's Business Rules shall be linked and can be traced to its associated technical requirement(s).
- b. Each system requirement shall reflect its associated RFP section or subsection.
- c. Each system requirement shall be linked and can be traced to associated use case(s).
- d. Each testing use case shall be linked and can be traced to its associated Design Documentation section or subsection (lowest level).
- e. Use cases shall be linked and can be traced to their associated test case(s).

- f. Use cases shall be linked and can be traced to their associated training module(s).
- g. Test cases can be associated to groupings of regression test cases.
- h. The RTM shall be used and updated throughout the project.
- i. All documentation and artifacts contained in the documentation management system shall be easily searchable and accessible by KDOT users.

7.10.7.1.2.2. Detailed Design Document

The Detailed Design Documentation (DDD) shall include detailed information on the design of the SYSTEM, including:

- a. Overall SYSTEM architecture;
- b. The proposed hardware;
- c. The proposed software;
- d. Data communications;
- e. Security;
- f. Back-ups;
- g. Interfaces between subsystems and with external systems;
- h. SYSTEM and Subsystem block diagrams, data flow diagrams, data structure diagrams, schematics, and any other graphic illustrations to demonstrate the technical adequacy of the design approach and compliance for SYSTEM requirements;
- i. Description of how the SYSTEM will be compliant with the Payment Card Industry Data Security Standards (PCI-DSS);
- j. Screen layouts;
- k. Report formats;
- l. Database design, including the data dictionary and data schema for the relational database;
- m. Configuration parameters;
- n. Communications design;
- o. SYSTEM capacity and performance details; and
- p. Detailed typical wiring diagrams for all equipment.

The TSI shall provide a description of how the software will be implemented, including:

- a. Relational operating systems utilized in each subsystem;
- b. Protocols for data communication over each interface within the SYSTEM;
- c. Relational database products; and
- d. Other significant third-party software tools and modules integrated into the SYSTEM.

7.10.7.1.2.3. Detailed Reports Design Document

The Detailed Reports Design Document (RDD) shall contain the following types of information:

- a. Introduction and audience;
- b. General reporting procedures;
- c. Content selection;
- d. Access control;

- e. Printing, saving, and exporting procedures;
- f. Categorized report sections containing the following for each report:
 - i. Report name, description and frequency;
 - ii. Inputs;
 - iii. Outputs;
 - iv. Sample report;
 - v. Related reports and processes; and
 - vi. Ad-hoc reporting procedures.

7.10.8. *Phase II – Implementation Requirements*

7.10.8.1. *Development*

The TSI shall follow a logical, structured, efficient, well-documented development process that includes tightly controlled configuration management, clear definition of each software module's purpose, relationship to other modules, full unit testing, integration testing, and end-to-end testing to ensure that all technical, functional, and performance requirements are met or exceeded.

7.10.8.2. *Testing / Test Plan*

The requirements described in this subsection detail the test phases, facilities, and support services necessary to test the SYSTEM. The TSI shall conduct testing of the SYSTEM to validate the SYSTEM integrity, reliability, functionality, accuracy and compliance to the requirements of this RFP.

For all testing, the TSI will follow the applicable KDOT-approved test plans to conduct internal pre-tests of the SYSTEM. The TSI will provide the pre-test results to KDOT prior to commencement of the actual test phases. KDOT may require the TSI to re-run the internal test prior to conducting the actual test if the preliminary test results do not indicate the test would be passed per the test plan.

The TSI will be responsible for tracking all issues found during all testing phases until the issue's final resolution. The TSI shall describe in detail all issues and what functionality is affected. This issues list will be provided to KDOT upon request within two (2) business days.

7.10.8.2.1. *Master Test Plan*

The TSI shall submit a Master Test Plan (MTP) to KDOT for review, comment and approval. The objective of the MTP is to ensure the SYSTEM meets all contractual requirements and is tested and certified to be operational and compliant with the RFP requirements and Business Rules. The MTP shall provide a description of the standards for developing individual test plans and the procedures for the formal testing. These standards shall address test procedure format, severity levels, and acceptance criteria for each test phase. In addition, the MTP shall describe the entry criteria that must be met before a formal test can be started and the exit criteria that must be met before each formal test can be considered complete.

7.10.8.2.2. *Test Procedures*

All formal test procedures shall conform to the standards defined in the MTP. At a minimum, the test procedures shall include the following elements:

- Introduction;
- Test purpose;

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- Test platform (including required equipment and location);
- Time estimate;
- Pre-requisites;
- Set-up;
- Entry and exit criteria including pass/fail criteria;
- Individual test conditions/steps;
- Test condition identifier (i.e., reference to requirement);
- Description;
- Expected results;
- Actual results; and
- Notes.

As test procedures for specific formal tests are developed, they shall be submitted to KDOT for review, comment and approval at least 30 days prior to commencement of the specific test. Once approved, the test procedures shall be added to the MTP as addenda.

7.10.8.2.3. Test Reports

After the completion of each formal test, the TSI shall submit a test report to KDOT for review and approval. The test report shall describe the results of the test, a listing of all defects identified together with the severity level of each, a plan for resolving those defects, and a recommendation for retests (if appropriate). The TSI shall be responsible for completing all corrective actions identified within a time frame approved by KDOT. KDOT may withhold approval of any test until the required corrective actions have been satisfactorily completed.

KDOT will review and approve formal test plans and schedules proposed by the TSI and will witness and determine the acceptability of the test results. The TSI shall provide all test and support personnel, test vehicles, test equipment and test sites in accordance with the approved Master Test Plan and Procedures. The TSI shall provide both development and test equipment configurations necessary to conduct their internal test activities. In addition, the TSI shall conduct all tests in accordance with the Master Project Schedule and the approved test plans and procedures.

During the development of the SYSTEM software, the TSI's test personnel shall conduct a comprehensive program of internal testing and walk-through sessions to ensure that the SYSTEM meets the functional specifications set forth in this RFP and that defects are detected and resolved or identified prior to formal demonstration testing witnessed by KDOT and KDOT-designated representatives. Progress on these tests shall be reported during Project Meetings.

7.10.8.2.4. Formal Test Phases

In addition to the internal testing conducted by the TSI to verify that the SYSTEM meets Project requirements, the TSI shall demonstrate to KDOT and KDOT-designated representatives that the Roadside, AET Toll Zones, Back Office, and Host components meet functional, technical, operational and performance requirements by executing the following formal tests, which are further described in the subsections that follow:

- Factory Acceptance Test;
- Hardware Production Test;
- Site Commissioning Test;

- System Acceptance Test; and
- Penetration Testing.

For the test phases, KDOT requires an additional period of testing, above and beyond the test period scheduled for performing/validating the scripted testing, to perform “ad-hoc” KDOT-defined tests. The TSI will support this testing utilizing the same test facilities/personnel/data available for the scripted test procedures.

7.10.8.3. *Factory Acceptance Test*

The TSI shall conduct a Factory Acceptance Test (FAT) at a test facility that is representative of the Project with two (2) adjacent tolling lanes. The FAT shall include representative roadside and back office equipment, and all external interfaces including functional interfaces to the credit/debit card processor and/or tokenization server. The FAT shall be designed to demonstrate the full functionality of the SYSTEM, in a factory environment with hardware and software representative of the final system, including all graphical user interfaces (GUIs), and simulated transaction volumes to represent the expected real-world load on the SYSTEM.

7.10.8.3.1. *FAT Site*

Tests shall be demonstrated at a closed-course test site with real vehicles (approved by KDOT) and applicable equipment, simulating real-world traffic patterns driving through the test site. The test site shall accommodate at least two (2) lanes. The test site shall accommodate speeds ranging from stop-and-go up to 100 mph.

7.10.8.3.2. *FAT Plan*

The TSI shall develop a FAT Plan including test procedures (scripts) designed to demonstrate SYSTEM functionality in an integrated configuration, and to stress the SYSTEM. The FAT plan shall include the conditions to be tested together with the expected results and a description of the grading that will be used for classifying and recording any defects noted during the FAT (e.g. Critical, Major, Minor, depending on the severity of the defect).

7.10.8.3.3. *FAT Scope*

All SYSTEM functionality, capacity, modules, interfaces, and ease of use will be tested. The FAT shall include all external interfaces. Reports shall be generated to verify correctness and completeness. Internal and external interfaces shall be verified for accuracy.

The FAT shall also include test procedures for stress testing in order to verify that the SYSTEM will be able to handle the estimated transactional volumes for all payment types. Normal and exception scenarios shall be demonstrated.

The TSI shall provide simulated transaction data that will mimic KDOT’s expected actual data. The simulated data shall be used to run the SYSTEM continuously over a two (2) day period (continuous 48 hours) to ensure the data files are correctly created, the data are processed accurately through each lane, and the data are transferred to the Hosts correctly.

All screens and reports shall also be tested. The full range of required reports shall be tested using simulated data or data collected over a sufficient test period that spans multiple consecutive months.

Various failure conditions shall be generated to test the MMS alarm and maintenance requirements.

The DVAS shall also be operational during the FAT and will be fully exercised and used to validate test action where applicable.

7.10.8.3.4. FAT Report and Approval

Following the FAT, the TSI shall submit a detailed FAT report to KDOT that describes testing results including the severity levels of any defects found.

FAT approval is dependent on successful demonstration of the complete SYSTEM as functionally compliant and meeting the exit criteria identified in the FAT Plan.

7.10.8.4. *Hardware Production Test*

All hardware provided by the TSI shall be unit tested to ensure it complies with the requirements of the SYSTEM. Records or relevant documentation of this hardware/unit testing shall be made available to KDOT upon request. The TSI shall also provide certification that the hardware provided under this RFP meets environmental requirements of the SYSTEM components.

7.10.8.5. *Site Commissioning Test*

Upon completion of installation activities, the TSI shall test the equipment, software and communications following the first in-lane site installation test plan, or approved subset to test all lanes. At KDOT discretion, the test will be witnessed by KDOT in accordance with approved test procedures and the test schedule.

After successful completion of the Commissioning testing in all of the lanes, the full Facility can be placed into revenue collection.

7.10.8.6. *System Acceptance Test*

The objective of the System Acceptance Test (SAT) is to ensure that the SYSTEM (software and hardware) functions in a production (including revenue collection) environment over a period of sixty (60) consecutive days with the required functionality, availability, accuracy and performance. A precondition for the commencement of SAT is that the SYSTEM is meeting or exceeding the RFP requirements and all applicable Project KPIs including any changes that KDOT has approved. The TSI Contractor shall submit KPI reporting demonstrating conformance prior to scheduling the SAT.

The TSI shall notify KDOT in writing when the System Acceptance Period shall begin. The TSI is solely responsible for executing SAT. The overall system shall be observed in live operations by the TSI and KDOT for a minimum of sixty (60) consecutive days. During this period, system accuracy, performance, reliability, and auditability shall be measured and verified with respect to the requirements of this RFP and any approved changes. The alarms displayed by the MMS shall be analyzed. If testing results in a failure or requires a restart, the TSI is accountable for any costs incurred by KDOT to support the additional system acceptance period(s).

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Anomalies identified shall be categorized by criticality, and the timing of resolution of all anomalies shall be agreed upon by KDOT and the TSI. The TSI shall develop a plan for correcting the anomalies and testing the fixes prior to requesting authorization from KDOT to install the fixes in the production system and verification through the use of appropriate regression testing that they are working properly and have not caused any new problems. These tests shall be repeated until the SYSTEM has met SAT requirements for sixty (60) consecutive days and KDOT is satisfied that the SYSTEM meets the requirements as defined in the design documents and this RFP.

The TSI will be granted System Acceptance for the SYSTEM upon the successful completion of SAT, closure of all punch-list items, completion and submission of all required documents and meeting of other conditions as specified in the Contract Documents.

7.10.8.7. Penetration Testing

The TSI shall contract with a PCI-certified, neutral, third-party testing entity skilled in penetration testing and have the testing entity conduct a comprehensive Penetration Test of the SYSTEM after installation and yearly thereafter. The testing entity shall be approved by KDOT and provide all correspondence and preliminary and final testing results to KDOT. The Penetration testing shall include:

- Application Security
- Network Security
- Cloud Security
- Social Engineering
- IoT Security, if applicable

7.10.8.8. Back-Up and Disaster Recovery Plan

The TSI shall develop and submit a Back-Up and Disaster Recovery Plan.

The plan submittal and systems design shall support the accepted plan. The Disaster Recovery Plan (DRP) shall include a full testing of the Disaster Recovery functionality prior to transition to the SYSTEM. This test shall be conducted, and must be approved by KDOT, prior to the start of revenue operation.

A new image copy of the entire SYSTEM shall be created after any application and/or operating System Upgrade performed by the TSI. The Back-Up and Disaster Recovery Plan shall be kept current throughout the life of the Contract.

Back-Up and Disaster Recovery Plan requirements are further detailed in Section 7.13 of this RFP.

7.10.8.9. Installation / Installation Plan

The TSI shall be responsible for the installation of the complete SYSTEM equipment provided under this RFP. To perform installation of the SYSTEM, the TSI shall supply all qualified personnel, tools, materials and equipment required.

The TSI shall ensure that all components manufactured by a third party are installed in accordance with the manufacturer's installation instructions. In addition, the TSI shall procure on-site and remote support as needed from the third-party vendor(s) to ensure the proper operation of equipment at no additional cost to KDOT. The TSI is responsible for all aspects of system provisioning, installation and implementation.

Electrical work shall be performed by electricians licensed in the State of Illinois. All electrical work shall be performed in accordance with the applicable standards and regulations. Appropriate NEC compliance shall be adhered to with all electrical articles for installation pertaining to wiring, enclosures, and other electrical equipment, including lightning protection. The TSI shall ensure that site grounding and lightning protection meet the stated requirements.

7.10.8.9.1. Installation Plan

The TSI shall submit an installation plan to KDOT for review and approval. The TSI shall coordinate all aspects of the installation activities at the roadside, and back office/DR locations. The Installation Plan shall provide a complete description of all aspects of the installation activities associated with the Project including the following:

- An installation schedule for KDOT review, comment and approval.
- A description of installation resources including personnel and equipment.
- Description of the requirements for lane closures and other traffic management requirements necessary to install the toll equipment.
- A description of the methods to be used to manage delivery and staging of the SYSTEM equipment to be installed.
- A detailed component list and description of how each item version number and serial number shall be recorded for each installation activity.

7.10.8.9.2. Installation Meetings

The TSI shall schedule and attend weekly installation meetings during the installation phase of the Project. The TSI and any sub-contractors shall ensure that appropriate personnel are present at these meetings who are authorized to make decisions on behalf of the TSI and who can report on the Master Project Schedule, issues, status and planned activities. The TSI shall prepare and distribute a meeting agenda at least 24 hours prior to the scheduled meeting. This meeting agenda shall consist of those items pertaining to the installation and schedule for the previous and current week's installation efforts. All issues recorded during the installation activity for the week shall be discussed and resolved if possible. An open action items list shall also be maintained for any outstanding work items related to the weekly meeting.

7.10.8.9.3. Traffic Control and Lane Closures

The TSI will provide for, at no cost to KDOT, any required Maintenance of Traffic (MOT) required to install, test, or maintain any of the toll and toll-related devices that are located in the toll lanes.

The TSI shall provide KDOT with a schedule of requested lane closures and will cooperate with KDOT to minimize the required number of closed lanes.

The TSI shall communicate all lane closure requests to KDOT for approval at least one (1) week in advance of the anticipated closure. The process for requesting lane closures will be jointly developed between the TSI and KDOT sixty (60) days prior to the first lane installation.

7.10.8.9.4. Installation Checklist

The TSI shall develop and submit to KDOT for review an installation checklist for all TSI installation activities associated with the SYSTEM. The checklist shall detail all items required for the installation team to complete the installation process. A copy of the completed checklist shall be provided to KDOT after the completion of the installation activity.

7.10.8.9.5. Installation Work Restrictions

Daytime work will generally be allowed but must always be planned and approved by KDOT.

KDOT will provide lighting for night-time work.

The TSI shall coordinate with KDOT and cooperate with other civil, electrical or construction contractors as directed by KDOT.

7.10.8.10. *Training / Training Plan*

A Training Plan covering all training requirements of this SYSTEM Contract shall be submitted to KDOT prior to start of installation. The plan shall cover all types of training required for all personnel that will use the SYSTEM including:

- Auditor operations staff; and
- General management.

The Training Plan shall include descriptions of the following:

- A training schedule listing each period of instruction and time required;
- A list of training procedures which shall describe the step-by-step plan for conducting the training;
- A complete description of each proposed course format and content, training techniques and objectives, instructor outlines, audio/visual aids, training equipment (including workstations, lane-based equipment etc.), and demonstration procedures; and
- A description of the lesson plan, and of the courses, literature, use of standard operating procedures (SOPs) and manuals, and test materials which will be used for the training.

The TSI shall provide the initial onsite training to all KDOT personnel who regularly use the SYSTEM. The table below indicates the approximate number of employees that will require training for each employee position. Note that these values are approximate and may change prior to actual training.

Table 7-6: SYSTEM Training

Position	Number of KDOT Staff to be Trained
Auditor	3
Management Staff	2
Other	4

No training shall be conducted without an accepted Training Plan. In addition, no training shall be conducted until Factory Acceptance Test approval has been obtained from KDOT and approval has been granted to begin Transition. SYSTEM training shall be incorporated into the Transition Schedule. All training aids, including charts, graphs, videos, support documents, and any other media shall become the property of KDOT upon completion and acceptance of the training program, including rights for reproduction and distribution. Unless otherwise approved by KDOT, class size shall be limited to 10 students per class. KDOT will provide a room suitable for training classes of this size.

Additionally, the TSI shall provide ad-hoc training of SYSTEM staff and training for additional KDOT staff, or other designees on any aspect of the SYSTEM up to two times per year as requested by KDOT.

7.10.9. *Phase III– Warranty Requirements*

7.10.9.1. *Operations Requirements*

All of the Operations requirements from Phase II shall continue throughout Phase III.

7.10.9.2. *Warranty Requirements*

The Warranty requirements are identical to the Maintenance requirements with the exception that the TSI shall be responsible for providing all necessary hardware and software at no additional expense to KDOT. The Maintenance requirements are described in Phase IV requirements below.

7.10.10. *Phase IV and V– Operations and Maintenance Requirements*

7.10.10.1. *Operations Requirements*

All of the Operations requirements from Phase II shall continue throughout Phases IV and V.

7.10.10.2. *Maintenance / Maintenance Plan*

Definitions:

Priority 1: Any failure that will result in: loss of ability to accurately collect revenue, inability to accurately create transactions in the lane, lane closure, safety hazard, loss of auditability, or is customer facing.

Priority 2: Failure of a system component or software defect that will result in a degradation of system performance or results in the loss of redundancy in a key system component but does not qualify as a Priority 1 event.

Priority 3: Minor failure of the equipment, network, or software or an indication that an event may occur that would result in a malfunction or degradation of the SYSTEM.

As noted elsewhere in this RFP, the TSI shall be required to have onsite personnel until formal System Acceptance or four (4) months after the beginning of Phase III (Warranty), whichever occurs later. During this 4 (or more) month period the onsite TSI staff shall assist KDOT staff with any maintenance issues that arise.

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After System Acceptance, the TSI will not be required to have continuous onsite presence, but will be responsible for administering the maintenance program, including:

- Monitoring all components of the SYSTEM remotely, including the roadside, TCS Host, and back office equipment and software using MMS and other monitoring tools as needed.
- Accessing the SYSTEM remotely to perform troubleshooting procedures when alerts or alarms occur.
- Performing all necessary system and database administration tasks necessary to keep the roadside, TCS Host, and back office subsystems operating efficiently and accurately.
- Ensuring that MMS is kept up to date with records of failures, maintenance actions, part replacements, etc.
- Monitoring of the parts inventory to ensure that adequate, operational, spare parts are on hand at the Facility. Whenever inventory levels fall below established thresholds, the TSI shall immediately supply or procure additional parts and have them shipped to the Facility.
- Submittal of monthly maintenance and monitoring reports, which will include details on maintenance tickets, activities and measurement of the applicable Project KPIs.

The TSI shall submit to KDOT a detailed Maintenance Plan which shall include maintenance staffing and administration, dispatch procedures, communication requirements, support from outside maintenance services (for example, equipment manufacturers), final maintenance equipment list, and other details as may be appropriate.

The Maintenance Plan shall include all processes and procedures used to successfully manage, staff and conduct SYSTEM Maintenance in accordance with all of the requirements set forth in this RFP. The Plan shall address the following:

- Descriptive language detailing the maintenance methodology approach,
- Tools (specialized and standard),
- MMS use and processes,
- Emergency/corrective maintenance procedures,
- Contracted computer maintenance companies,
- Personnel,
- Staff location,
- Qualifications,
- Training,
- Maintenance facilities/workshop(s),
- Maintenance records,
- Failure tracking and corrective action,
- Reliability and maintainability analysis and calculation, and
- Maintenance activity report.

7.10.10.2.1. Response and Repair Times

The TSI shall provide corrective, emergency maintenance, and preventative maintenance for the full duration of the Contract. The TSI shall minimize the potential for revenue loss while maximizing the availability of all components. This shall be accomplished, in part, through repair times as well as focusing on SYSTEM accuracy and availability.

Table 7-7: Repair Times

Failure Severity Level		
1	2	3
Repair Time		
2 hours	4 hours	2 Business Days

7.10.10.2.2. Repair Times Requirements

The repair time for corrective or emergency maintenance shall be measured as the elapsed time from the start of the first MMS alert or from the time KDOT notifies the TSI's toll-free phone service or maintenance supervisor or technician to the time the Contractor's technician completes the repair.

Repair times for every maintenance event shall be recorded and reported by MMS and such reports shall be provided to KDOT in accordance with the reporting requirements of this Scope of Work.

7.10.10.2.3. Ongoing System and Equipment Support

The TSI shall provide the following SYSTEM Maintenance:

The SYSTEM Maintenance shall consist of all TCS equipment and software, external and internal interfaces, and all network components.

The TSI shall be responsible for maintaining the entire SYSTEM hardware and software for any time period in which the equipment is installed and placed into revenue service but has not received Project Acceptance.

After providing and installing any System, the TSI shall provide all equipment, hardware, software, and labor to maintain the SYSTEM in accordance with the Contract functional, performance, and technical requirements.

Scheduled preventative maintenance for toll lanes and toll zones shall be limited to no more than two (2) hours per lane per month unless otherwise approved by KDOT. All preventative maintenance must be approved in advance by KDOT.

The TSI shall have ample resources to safely and properly trouble shoot, diagnose, and repair all roadway and lane equipment and follow all safety requirements while operating all maintenance vehicles, lifts, and equipment.

The TSI shall notify KDOT prior to any SYSTEM upgrades and coordinate with KDOT and other contractors as necessary to ensure that SYSTEM upgrades do not affect other aspects of KDOT's or KDOT's contractors' operations. All SYSTEM upgrades shall be tested on a testing/development server and pass all tests before being placed into service.

The TSI shall provide KDOT the option to participate in or observe testing for SYSTEM upgrades and shall provide KDOT with the results of testing.

The TSI shall provide 24/7 support of the SYSTEM, including a contact for KDOT to reach 24/7 in the event of an emergency.

County of Kane, State of Illinois

Request for Proposals for a Toll Collection System for the Longmeadow Parkway Toll Bridge

The TSI shall complete daily back-ups of SYSTEM data and shall provide reports to KDOT verifying that back-ups have been completed.

The TSI shall utilize the SYSTEM MMS for documenting all maintenance activity.

The TSI shall provide daily and monthly reporting on uptime and outage statistics through MMS. Monthly reporting shall accompany System invoicing to KDOT.

The TSI shall maintain water-tightness of all SYSTEM conduits entering buildings and cabinets.

The TSI shall maintain boxes, conduits, and equipment in a neat and workmanlike condition.

7.10.10.2.4. Upgrades, Patches, and On-Going Development

The TSI shall:

- Migrate the SYSTEM to major new releases of its own- or third-party software to avoid obsolescence and maintain support for the software.
- Provide an integrated and comprehensive software patch management system.
- Test and deploy critical security related updates within a 4-hour period (after testing and KDOT approval).
- Install non-security related patches on an as-necessary basis after successful testing and KDOT approval.
- Prepare and submit to KDOT a detailed software development change for approval for any software upgrades and development in accordance with the approved Software Development Plan.
- Provide a description of the testing conducted and a summary of test results along with the written test plan executed for each build prior to its deployment into the production environment.
- Have KDOT pre-approve any purchase of software licenses or support renewals for these test/development servers. The TSI shall maintain current the necessary licenses and support renewals and shall maintain a schedule of all licenses and support renewal dates. The TSI shall be liable for any late fees or penalties incurred due to the TSI's lack of control over the license and support process.
- Provide to KDOT training on any routines or applications impacted by software changes or upgrades.

7.10.10.2.5. Coordination with KDOT

The TSI shall:

- Conduct bi-weekly progress meetings with KDOT to report operating performance, problems and proposed solutions, and at other times upon KDOT direction to deal with unusual situations.
- Conduct a monthly status meeting with KDOT. At these meetings, the TSI shall review the monthly report on the functioning of the SYSTEM, the previous month's work, anticipated work for the next month, and any operational problems that have arisen
- During the monthly status meetings, identify and communicate to KDOT all SYSTEM errors, operational errors and mistakes, and any other issues that affected SYSTEM and TSI performance. The TSI shall complete root cause analysis and after-action reporting. The TSI shall in detail present how the errors, mistakes, and issues arose, were identified, and were

County of Kane, State of Illinois

Request for Proposals for a Toll Collection System for the Longmeadow Parkway Toll Bridge

addressed. All errors, issues, and mistakes shall be documented and provided to KDOT as part of the monthly status meeting.

7.10.10.2.6.KDOT Audit and Verification

The TSI shall:

- Support independent System Performance Audits to verify the performance of the SYSTEM Sub-systems.
- Support annual KDOT Financial audits. Any fines, fees, or other costs incurred by KDOT for not meeting audit findings will be passed on to the TSI.
- Create and maintain reasonable detailed, complete and accurate documentation describing the SYSTEM, processes, network segments, security controls, and dataflow used to receive, transmit, store and secure Customer's cardholder data. Such documentation will conform to the most current version of PCI-DSS.
- Cooperate with all audits. Cooperation with audits will not be measured or paid for separately but shall be considered incidental to all SYSTEM Contract work bid items and no additional compensation will be paid.
- Address audit findings related to safeguarding of assets, segregation of duties, errors and irregularities, as directed by KDOT with corrective measures within 60 days. Audits may be repeated after corrective measures have been taken. The TSI may be subject to general Contract liquidated damages for failing to address audit findings within 60 days.

The TSI will not be required to address audit findings that fall outside of the original SYSTEM Contract requirements. Audit findings that fall outside of the original SYSTEM Contract requirements may be addressed as a Task Order.

7.11. Disaster Recovery/Business Continuity

The TSI shall ensure that KDOT will be able to continue to operate the SYSTEM with minimal interruption to daily operations under various business disruption scenarios.

The Primary TCS Host and Secondary TCS Host shall be configured in a Hot Standby configuration. The Secondary TCS Host to take over operation as soon as the Primary TCS Host goes down and operations can continue as normal. Respondents should explain in detail how their solution best meets this requirement.

Respondents should propose the system and approach to providing Disaster Recovery and maintaining business continuity to toll operations. Included should be details specific to hardware, communications and infrastructure designs as well as any operational methods and practices. Respondents should include such aspects as:

- Primary & Secondary Host environment(s);
- Description of the processes, methods and services used for business continuity;
- Redundancy and standalone capabilities including Lane, AET Zone, Host and other subsystems; and
- Degraded operations (i.e. lane operations).

The TSI shall satisfy the requirements for the Business Continuity and Disaster Recovery Plan as described in the following sections.

7.11.1. *Disaster Recovery Plan*

The TSI shall develop a Disaster Recovery Plan (DRP) that shall include:

- Business impact analysis of an outage;
- Initial SYSTEM damage assessment checklist;
- Description of redundant systems and failover/fail-back processes;
- List of equipment in the primary SYSTEM, including a software list which includes the version and patch level;
- List of equipment in the Back-Up or Disaster Recovery Site including a software list which includes the version and patch level;
- Emergency contact lists;
- Hardware manufacturer and software contractor contact lists;
- Detailed procedures/processes for failing over to the back-up site in the event of an outage at the primary site;
- Detailed procedures/processes for failing back from the back-up site to the primary site;
- Test plans including detailed test scripts for testing the fail over and fail back procedures; and
- Detailed procedures/processes that will be used in the event of complete destruction of the primary site.

The DRP shall address the requirement that the TSI shall test the DRP as part of System Integration Test and then semi-annually during the Maintenance period, which shall include full execution of the failover-failback process as well as restoring SYSTEM data from back-up media.

The DRP shall address that the TSI shall coordinate with KDOT for the scheduling of these ongoing tests, provide KDOT the opportunity to witness the testing, and review the results of the testing with KDOT upon completion.

The DRP shall address that the TSI shall maintain, validate, test, and resubmit the DRP for review and approval annually during the Maintenance Period or after material changes in the SYSTEM, architecture, location(s), or operations (including any contracted or outsourced services).

7.11.2. *Business Continuity Plan*

The Business Continuity Plan (BCP) will document the TSI's day-to-day policies, guidelines, and procedures for ensuring that the SYSTEM is fully functional and meeting the required KPIs.

The components of the BCP shall include:

- Details of governance and process for the direction, control and coordination of Business Continuity activities;
- The management, staffing, communications with KDOT staff by the TSI, as well as actions to be taken for issue identification, escalation, remedies and restoration of facilities, software applications, computer hardware, network communications, operations and maintenance; and
- The process to be undertaken by the TSI when a business disruption event occurs that impacts the SYSTEM as further detailed under the DRP.

7.12. Succession Transition

The TSI shall perform Succession Transition activities within this Contract that will overlap with start-up activities for a Successor.

A Successor shall be defined as the entity which takes over the Maintenance Period responsibilities from the TSI.

The TSI shall meet the following requirements for transition of all or part of the SYSTEM environment, data and operations.

KDOT will provide notification of the Successor transition no less than 180 days prior to the start of the transition.

7.12.1. *Transition Requirements*

The TSI shall confer and cooperate with the Successor to determine the activities required to transition the SYSTEM in an orderly manner and to allow the transition to occur without interruption of services or operations under the existing Contract.

The TSI shall designate a Transition Manager who shall serve as the single point of contact for transition related activities.

Within thirty (30) days of notification from KDOT of its intention to transition to the Successor, the TSI shall make any updates necessary to make the Transition Plan current for the transition process.

The TSI shall develop, seek KDOT approval for, and manage an issue resolution process for the transition.

The TSI shall develop and submit a system-to-system interface transfer plan for KDOT review and approval.

Transfer activities shall include the confidential destruction of certain KDOT designated hardcopy and electronic records or a validated transfer methodology.

KDOT may request that certain transition related documentation or functions be transferred to the Successor before the final transition date.

The TSI shall respond to such requests within ten (10) days of the request.

The TSI shall provide SYSTEM database design information and access to the Successor.

The TSI shall provide sufficient SYSTEM-experienced personnel during the entire transition period to ensure that the qualities of services are maintained at the levels required by the SYSTEM Contract.

The TSI shall provide support to help the Successor maintain the continuity and consistency of the Services required by the SYSTEM Contract.

The TSI shall allow the Successor to conduct on-site interviews with the TSI employees.

The TSI shall review and update SYSTEM related business processes, procedures, database, Business Rules, and related documentation as a part of the transition process.

The TSI shall add any missing information and correct any deviations from current operating protocol and route to KDOT for review and approval per current Contract requirements.

7.12.2. *Succession Plan*

Prior to the System Acceptance, the TSI shall develop and submit a Succession Plan for KDOT review and approval.

The Succession Plan shall describe the steps the TSI shall take to support transition of the TSI's Services in two specific situations as follows:

(1) End of Contract Termination -This component of the Succession Plan shall describe the approach the TSI shall take to support the start-up of SYSTEM maintenance and operations support by a Successor due to the end of the SYSTEM Contract term.

The TSI's plan shall include a timeline for supporting the start-up of such an effort, the lead times required by the TSI, the TSI resources required, and any assumptions underlying the resource estimates.

(2) Early Termination -This component of the Succession Plan shall describe the steps the TSI shall take to transition the SYSTEM maintenance and operations support to another entity upon receiving notification from KDOT of its intent to terminate the Contract.

This plan shall include a detailed outline of the phase-out period, the period during which equipment or systems shall be removed or services terminated, due to Contract termination.

The period of transition shall not exceed six (6) months and shall include planning, documentation, training, and completion of the transition.

The plan shall describe how the TSI shall meet with replacement staff or contractors to facilitate handover of any KDOT financial and other data maintained in the SYSTEM and any other information and property of KDOT.

The plan shall demonstrate how the TSI shall ensure there are no disruptions to the SYSTEM at any unscheduled time and at all locations during phase-out.

The TSI shall update its Succession Plan as appropriate and resubmit it for review and approval by KDOT annually or after any material changes in the TSI's system, architecture, location(s), or maintenance and operations support (including contracted Services).

7.12.3. *Suspension of Contract*

The TSI shall meet the following requirements for suspension of maintenance and operations support due to events such as a termination or significant disruption of the TSI's Services due to bankruptcy, receivership, liquidation, or other suspension of the TSI's business operations that prevent the TSI from performing the Services required under the Contract.

7.12.3.1. *Suspension of Contract Requirements*

If the TSI is unable or fails to meet the requirements of the Contract, the TSI shall provide KDOT with full and immediate access and control of all software and hardware, communications networks, related data, policies, procedures required to operate the SYSTEM and any other KDOT owned asset under its care, custody or control immediately upon notice from the Commission.

7.12.3.2. Suspension of Contract Plan

The TSI shall develop and submit a Suspension of Contract Plan for KDOT review and approval prior to System Acceptance.

The Suspension of Contract Plan shall describe the steps the TSI shall take to support transition of the TSI's Services in the event of a termination or significant disruption of the TSI's Services due to bankruptcy, receivership, liquidation, or other suspension of the TSI's business operations.

The Suspension of Contract Plan shall:

- (1) Document the steps the TSI shall take to protect KDOT from the impact of a termination or significant disruption in the TSI's normal business operations. The goal of this plan is to ensure that KDOT can continue to provide SYSTEM operations with minimal impact to its customers and no loss of tolling revenue.
- (2) Provide KDOT various options for maintaining continuity of operations in the event of a significant disruption.
- (3) Detail how the TSI shall implement its approach to mitigating KDOT's risk of interruption to SYSTEM operations and revenues in the event of the termination of or significant disruption to the TSI's business operations.

The TSI shall update its Suspension of Contract Plan as appropriate and resubmit it for review and approval by KDOT annually or after material changes in the TSI's system(s), architecture, location(s), or system maintenance and operations support (including contracted Services).



County of Kane, State of Illinois
Toll Collection System
Pricing Proposal Templates
SHEET 1 - TCS COST SUMMARY
(TO BE COMPLETED IN ENTIRETY BY RESPONDENTS)

Item	Description	Unit	Total Cost
1	Software and Hardware	Lump Sum	\$ 1,286,518.54
2	System Implementation	Lump Sum	\$ 513,100.54
3	Warranty and Initial Term Maintenance & Operations	Lump Sum	\$ 1,429,894.97
4	Optional Term Maintenance & Operations (2 Two-Year Terms)	Lump Sum	\$ 1,407,686.12
5	End of Term Transition	Lump Sum	\$ 27,215.76
TOTAL TCS COST			\$ 4,664,415.92

A-TO-BE USA LLC

Name of Respondent (company/entity name)

Signature of Authorized Representative

JASON WALL, CEO USA / LUIS NUNES, GLOBAL CSO

Title

07-16-2020

Date

A-TO_BE USA LLC
1901 Butterfield Road, Suite 160,
Downers Grove, IL 60515

FAMILIAL RELATIONSHIP DISCLOSURE

As of July 27, 2020, A-TO-BE USA LLC, to the best of our knowledge the Owners, Officers or Executives have not made any political campaign contributions to any Kane County Elected Official countywide in the last 12 month period.

Below is a list of shareholders or owners, with at least 5% holdings in A-TO-BE USA LLC:

ATOBE - MOBILITY TECHNOLOGIES, S.A. 100 %

07/27/2020

Officer	Jason Wall	Luís Nunes	Date
---------	------------	------------	------

Title	CEO USA	Global CSO	
-------	---------	------------	--

Subscribed and Sworn this 27th day of July, 2020

A-TO_BE USA LLC
1901 Butterfield Road, Suite 160,
Downers Grove, IL 60515

FAMILIAL RELATIONSHIP DISCLOSURE

As of July 27, 2020, A-TO-BE USA LLC, to the best of our knowledge the Owners, Officers or Executives do not have a familial relationship with any County Elected Official or County Department Director within the last 12 month period. "Familial Relationship" is defined in the attached Public Act 101-0544.

The County may deny, suspend, or terminate the eligibility of a person, firm, corporation, association, agency, institution, or other legal entity to participate as a vendor for goods or services to the County, if the vendor, for contracts greater than \$30,000, fails to disclose to the County a familial relationship between a County Elected Official or County Department Director.

07/27/2020

Officer	Jason Wall	Luís Nunes	Date
Title	CEO USA	Global CSO	

Subscribed and Sworn this 27th day of July, 2020



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 303

Approving A Supplemental Budget Adjustment and Authorizing Execution of Collective Bargaining Agreement (Kane County Sheriff's Court Security Officers)

Committee Flow: Executive Committee, County Board

Contact: Caryn Minor, 630.444.1013

Budget Information:

Was this item budgeted? Yes	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

Resolution to support executing a Supplemental Budget Adjustment and Authorizing Execution of Collective Bargaining Agreement (Kane County Sheriff's Court Security Officers)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 303

**APPROVING A SUPPLEMENTAL BUDGET ADJUSTMENT AND AUTHORIZING
EXECUTION OF COLLECTIVE BARGAINING AGREEMENT (KANE COUNTY SHERIFF'S
COURT SECURITY OFFICERS)**

WHEREAS, the collective bargaining agreement ("CBA") between the Kane County Sheriff ("Sheriff"), the County of Kane ("County"), and the Policemen's Benevolent Labor Committee (Court Security Officers) expired on November 30, 2017; and

WHEREAS, the County, the Sheriff and Teamsters Local Union #700 (as the authorized successor and the current exclusive bargaining representative) ("Teamsters") have been engaged in collective bargaining agreement negotiations concerning wages, hours and other terms and conditions of employment in relation to the Sheriff's Office Court Security Officers' bargaining unit; and

WHEREAS, the parties have reached an agreement concerning wages, hours and other terms and conditions of employment to be included in a new Collective Bargaining Agreement ("CBA"); and

WHEREAS, the terms of the new CBA include certain stipends and wage increases (including overtime & other wage payments) which were not budgeted for in the Sheriff's budget.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized and directed to enter into and execute, on behalf of the County of Kane, the Collective Bargaining Agreement, dated December 1, 2017 through November 30, 2021, by and between the Kane County Sheriff, the County of Kane and Teamsters Local Union #700, in relation to the Sheriff's Office Court Security Officers' bargaining unit, a copy of which agreement is on file at the County Board Office and the Kane County State's Attorney's Office, and which shall also be filed with the offices of the Kane County Clerk and the Kane County Auditor upon execution.

BE IT FURTHER RESOLVED by the Kane County Board that the FY 2020 budget be amended as follows:

001.380.400.40000 Court Security: Salaries and Wages	+\$285,885
001.380.400.45400 Court Security: Uniform Allowance	+\$20,400
001.000.000.39000 Gen Fund: Transfer from Property Tax Freeze Prot	+306,285
110.800.802.45200 IMRF: IMRF Contribution	+\$22,985
110.800.000.39000 IMRF: Transfer from Property Tax Freeze Prot	+\$22,985
111.800.803.45100 FICA: FICA/SS Contribution	+\$23,431
111.800.000.39000 FICA: Transfer from Property Tax Freeze Prot	+\$23,431
114.800.000.39900 Prop Tax Freeze Prot: Cash on Hand	+\$352,701
114.800.816.89000 Prop Tax Freeze Prot: Transfer to Gen Fund	+\$306,285

114.800.816.89000 Prop Tax Freeze Prot: Transfer to IMRF Fund	+\$22,985
114.800.816.89000 Prop Tax Freeze Prot: Transfer to FICA Fund	+\$23,431

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:
[Unanimous]

20-09 BA for CBA

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

THE SHERIFF OF KANE COUNTY AND THE COUNTY OF KANE

AND

TEAMSTERS LOCAL UNION NO. 700

For Court Security Officers

December 1, 2017 through November 30, 2021

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ARTICLE I. RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Union as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, working conditions and other terms and conditions of employment for the following unit:

All full-time and part-time Court Security Officers. Excluded: Chief of Court Security, Court Security Supervisor and all other supervisory, managerial and confidential employees and all other employees excluded by the Illinois Public Employees Labor Relations Act and all employees within any existing collective bargaining units.

Section 2. New Classifications

If a new position classification is created by the Employer, the Employer shall set the proper pay grade for the classification.

The Employer shall determine the proposed salary grade in relationship to:

- a. The job content and responsibilities attached thereto in comparison with the job content and responsibilities of other position classifications in the Employer's work force;
- b. Like positions with similar job content and responsibilities within the Kane County Government System if available otherwise to the Kane County Labor Market generally;
- c. Significant differences in working conditions to comparable position classifications.

If the Union does not agree with the determination of the proposed salary grade the Employer establishes under this paragraph, then the Union shall within ten (10) days request a meeting with the Employer to discuss the Employer's action. The Employer shall thereafter meet with the Union and render a decision within twenty (20) calendar days. If the Union still disagrees with the decision of the Employer, they may submit the matter to Step IV of the Grievance Procedure within ten (10) days from receipt of the Employer's decision.

Section 3. Non-Bargaining Unit Personnel

Non-Bargaining Unit Personnel may continue to perform bargaining unit work which is incidental to their jobs. However, they may perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by said personnel shall not cause any layoffs of the bargaining unit employees. Nothing in this paragraph is intended to alter or reduce the Employer's Management Rights.

Section 4. Short-Term Employees

The Sheriff may continue to utilize the services of student interns or short-term employees to assist and supplement bargaining unit work in accordance with past practice and the Illinois Public Labor Relations Act.

Section 5. Abolition, Merger or Change of Job Classification

If the Employer determines to abolish, merge or change existing classifications, the Employer shall negotiate with the Union over the impact of such. Such negotiations shall include good faith impact bargaining as required under the Illinois Public Labor Relations Act. The Parties agree that a change in job title in the bargaining unit shall not remove the job position from the bargaining unit as long as the type of work performed by the position remains essentially the same.

Section 6. Job Audit/Reclassification

Any employee who believes that he/she is performing work outside his/her job description shall be granted a job audit on the work being performed. A written request for a job audit or reclassification will be submitted through the Union and a written decision returned by management within 60 days. If the job audit creates a reclassification for that employee, the affected employee(s) shall receive any retroactive increase in pay that was created by the reclassification.

ARTICLE II. PROBATIONARY EMPLOYEES

Employees shall be “probationary employees” for one (1) year. No matter concerning the discipline, layoff, transfer or termination of a probationary employee shall be subject to the grievance and arbitration procedures. A probationary employee shall have no seniority except as otherwise provided in this Agreement, until he/she has completed his/her probationary period. Upon completion of his/her probationary period, he/she will acquire seniority from his/her date of hire.

ARTICLE III. SAVINGS CLAUSE

If any provision of this Agreement or any application thereof should be rendered or declared unlawful, invalid, or unenforceable by virtue of any judicial action, the remaining provisions of this Agreement shall remain in full force and effect. In such event, upon the request of either party, the parties shall meet promptly and negotiate with respect to substitute provisions for those provisions rendered or declared unlawful, invalid, or unenforceable.

ARTICLE IV. **UNION SECURITY**

Section 1. Union Membership Definition

For the purpose of this section, an employee shall be considered to be a member of the Union if the employee tenders to the Employer a validly executed written membership form required by the Union as a condition of membership.

Section 2. Dues Check Off

The Employer agrees, upon receipt of a validly executed written authorization card, to deduct Union dues and fees from the payroll checks of all employees so authorizing the voluntary deduction in the amount set by the Union, and to forward such deductions to the Union, at an address designated in writing to the Employer, within thirty (30) calendar days after close of the pay period for which the deductions are made. Nothing contained in this Section shall be construed to mandate membership in the Union or require the payment of dues/fees without authorization from the employee. All authorized voluntary deductions shall be made in accordance with the law. The Union shall advise the Employer of the deduction rate and any increase in dues or other approved deductions in writing at least thirty (30) days prior to its effective date.

Section 3. New Employees

The Employer shall provide to the Secretary-Treasurer and the President of the Union within thirty (30) days, name, address, email address, classification, rate of salary and starting date of any new employee hired into the Union's bargaining unit. The Employer shall allow a representative of the Union to meet with new employees within thirty (30) days of hire to discuss the benefits of Union membership. The Employer shall provide a private meeting space and shall schedule meetings at a mutually agreeable time during the new employees' regularly scheduled work day. Employees shall not suffer a loss in pay for attendance at these meetings.

Section 4. D.R.I.V.E.

The Employer agrees to deduct from the pay of those unit employees who individually request it in writing, voluntary contributions to D.R.I.V.E. D.R.I.V.E. shall notify the Employer of the amounts designated by each contributing unit employee that are to be deducted from the unit employee's paycheck on each payday by providing a copy of the employee's executed written authorization at least thirty (30) days prior the effective date, and provided that all unit employees contribute in the same amount. The Employer shall transmit such deductions to the D.R.I.V.E. National Headquarters (DRIVE., International Brotherhood of Teamsters 25 Louisiana Avenue, NW, Washington D.C. 20001) on a monthly basis within thirty (30) calendar days after close of the pay period for which the deductions are made, along with the name of each unit employee on whose behalf a deduction is made, the unit employee's identification number and the amount deducted from the unit employee's paycheck. All authorized voluntary deductions shall be made in accordance with the law.

Section 5. Teamsters Local 700 Benevolent Fund

The Employer agrees to deduct from the pay of those employees who individually request it in writing, voluntary contributions to the Teamsters Local 700 Benevolent Fund ("Benevolent Fund"). Such voluntary deductions shall be made in accordance with law. The Union shall advise the Employer of the deduction rate by providing a copy of the employee's written authorization at least thirty (30) days prior to the effective date. Such deductions will be forwarded to the Union, at an address designated in writing to the Employer, within thirty (30) calendar days after close of the pay period for which the deductions are made.

Section 6. Notice and Appeal

The Union agrees to provide notices and appeal procedures to employees in accordance with applicable law.

Section 7. Indemnification

The Union shall indemnify, defend, and hold the Employer harmless against any claim, demand, suit or liability arising from any action taken by the Employer in complying with this Article.

ARTICLE V. **INDEMNIFICATION**

The Employer shall defend and indemnify the employees according to terms of the applicable statutes of the State of Illinois.

ARTICLE VI. **NON-DISCRIMINATION**

Section 1. Prohibition Against Discrimination

Both the Employer and the Union agree not to illegally discriminate against any employee on the basis of race, sex, creed, religion, color, marital or parental status, age, national origin, political affiliation, disability, or veteran status; provided, however, that all personnel of the Sheriff must at all times support and defend the Constitution and laws of the United States, State of Illinois and laws promulgated therefrom.

Section 2. Union Membership or Activity

Neither the Employer nor the Union shall interfere with the right of employees covered by this Agreement to become or not become members of the Union, and there shall be no discrimination against any such employees because of lawful Union membership or non-membership activity or status.

Section 3. Equal Employment/Affirmative Action

The parties recognize the Employer's obligation to comply with federal and state Equal Employment and sex discrimination laws applicable to the Sheriff.

ARTICLE VII. **NO STRIKE OR LOCKOUT**

Section 1. No Strike Commitment

Neither the Union nor any bargaining unit employee will call, initiate, authorize, participate in, sanction, encourage, or ratify any work stoppage, slowdown, or the concerted interference with the full, faithful, and proper performance of the duties of employment with the Sheriff during the term of this Agreement. No bargaining unit employee shall refuse to cross any picket line, by whomever established.

Section 2. Performance of Duty

It is recognized that employees covered by this Agreement may be required in the line of duty to perform duties growing out of or connected with labor disputes which may arise within the County. The Union agrees that no disciplinary action or other action will be taken by the Union against any employee or employees covered by this Agreement by reason of any such action or conduct in the line of duty.

Section 3. Resumption of Operations

In the event of action prohibited by Section 1 above, the Union immediately shall disavow such action and request the employees to return to work, and shall use its best efforts to achieve a prompt resumption of normal operations. The Union, including its officials and agents, shall not be liable for any damages, direct or indirect, upon complying with the requirements of this Section.

Section 4. No Lockout

No lockout of employees shall be instituted by the Employer during the term of this Agreement.

ARTICLE VIII. **SENIORITY**

Section 1. Definition

For the purpose of this agreement the following definitions shall apply:

County-wide Seniority means an employee's uninterrupted employment with the County since their last date of hire as listed in Appendix A.

a. Classification Seniority means the length of uninterrupted employment an employee has in their current classification. Where employees have the same classification seniority date, any such tie shall be broken at the time of hire or promotion by drawing lots.

b. Office Seniority means the length of uninterrupted employment an employee has in the Sheriff's Office.

(Part-time employees shall receive seniority on a prorated basis.)

Section 2. Loss of Seniority

An employee shall lose his/her applicable seniority in accordance with Section 1 and no longer be an employee if:

1. He/she resigns or quits by giving an official letter of resignation.
2. He/she is discharged for just cause unless reversed through the Grievance or Arbitration Procedure or the Merit Commission, whichever is applicable.
3. He/she retires
4. He/she does not return to work from layoff or authorized leave of absence within ten (10) calendar days after being notified by certified mail to return.
5. He/she has been on layoff for a period of time equal to his/her seniority at the time of his/her layoff or two (2) years, whichever is greater.
6. Accepts "gainful employment" that is inconsistent with the purpose of the authorized leave while on an approved leave of absence from the Sheriff's Office.

Section 3. Seniority List

The Sheriff and Union have agreed upon the initial seniority list setting forth the present seniority dates for all employees covered by this Agreement and shall become effective on or after the date of execution of this Agreement. Such lists shall resolve all questions of seniority affecting employees covered under this Agreement or employed at the time the Agreement becomes effective. Disputes as to seniority listing shall be resolved through the grievance procedure. The initial agreement is attached hereto as Appendix A and made a part thereof.

Section 4. Seniority While on Leave

Employees will not continue to accrue seniority credit for all time spent on authorized unpaid leave of absence beyond three months except for authorized leave due to circumstances beyond the control of the employee such as medical leave, military leave, etc.

ARTICLE IX. **LAYOFF AND RECALL**

Section 1. Procedure for Layoff

1. When employees are removed from a classification for the purpose of reducing the work force of that classification, the employee with the least seniority in the affected classification and bargaining unit shall be removed first. For the purpose of this Article persons of different rank shall be considered to be in separate classifications.

2. A removed employee shall be transferred, conditioned upon being qualified to perform the work available in the following order or priority:

- a. To a vacancy, if any, in another classification in the same pay grade within the same bargaining unit;
- b. To replace an employee with less seniority, if any, in another classification in the same pay grade within the same bargaining unit;
- c. To a vacancy, if any, in a classification assigned to the next lower pay grade with the same bargaining unit;
- d. To replace an employee with less seniority, if any, in a classification assigned to the next lower pay grade within the same bargaining unit.

3. A removed employee not transferred as provided in 2 above shall have the procedure set forth in 2c above applied to classifications assigned to each succeeding next lower pay grade until he/she is transferred or laid off.

4. The procedure set forth in 2 and 3 above shall be applied for an employee who is replaced as a result of the application of the above procedure until he/she is transferred or laid off.

5. In applying the procedures set forth 2, 3, and 4 above, a removed or replaced full-time employee shall be transferred to another full-time position. A removed or replaced part-time employee shall be transferred to either a full-time or part-time position.

6. In applying the above procedures, full-time probationary employees shall be removed from the affected classification or replaced, as the case may be, prior to removing or replacing full-time, non-probationary employees, and part-time probationary employees shall be removed or replaced prior to removing or replacing part-time, non-probationary employees.

7. Temporary employees shall be laid off prior to the layoff of any full-time or part-time employees

Section 2. Procedure for Recall

An employee with seniority who has been laid off or transferred as a result of a layoff shall be recalled to work, conditioned upon ability to perform the work available, in accordance with the reverse application of the procedure for layoff. Recall rights shall continue for two (2) years after an employee has been laid off. No new employees at all shall be hired until all employees on layoff desiring to return to work shall have been given the opportunity to return to work.

In the event of recall, eligible employees shall receive notice of recall either by actual notice or by certified mail, return receipt requested. It is the responsibility of all employees eligible for recall to notify the Sheriff of their current address. Upon receipt of the notice of recall, employees shall have five (5) working days to notify the Sheriff of their acceptance of the recall. The employee shall have five (5) working days thereafter to report to duty.

Section 3. Notice

The Employer shall notify the Union thirty (30) days prior to the intended effective date of a planned layoff. The Employer and the Union will discuss alternatives to the layoff if put forth by the Union.

Any employee to be laid off will be notified thirty (30) calendar days prior to the effective date.

ARTICLE X.

GRIEVANCE PROCEDURE

Section 1. Grievance

A Grievance is defined as a dispute or disagreement as to the interpretation and application of any provision in this Agreement. Grievances may be processed by the Union on behalf of an employee or on behalf of a group of employees or itself setting forth name(s) or group(s) of the employee(s). Either party may have the grievant or one grievant representing group grievant present at any step of the grievance procedure. The resolution of a grievance filed on behalf of a group of employees shall be made applicable to the appropriate employees within that group. Nothing in this Article is designed to alter a superior officer's duties in the chain of command.

Business days shall include the weekdays of Monday through Friday, excluding holidays or other days the Sheriff's Office administrative functions are closed.

Section 2. Grievance Steps

Step 1. Court Security Lieutenant

The Employee and/or the Union shall orally raise the grievance with the Court Security Lieutenant. The employee shall inform the Court Security Lieutenant that this discussion constitutes the first step of the grievance procedure. All grievances must be presented not later

than ten (10) business days from the date the grievant became aware of the occurrence giving rise to the complaint. The Court Security Lieutenant shall render an oral response to the grievance within ten (10) business days after the grievance is presented. If the oral grievance is not resolved at Step 1, the Court Security Lieutenant shall sign the written statement of grievance prepared for submission at Step 2 acknowledging discussion of grievance. In those circumstances where securing the signature of the Court Security Lieutenant who is physically not available to sign would have adversely affected a timely submittal to the second level, the grievance will be submitted to the second level without such signature. A copy of the grievance shall subsequently be provided to the Court Security Lieutenant for such signature. The parties recognize that variations from the Court Security Lieutenant, where mutually agreeable, may exist. The Union is entitled to be present at any grievance meeting and any grievance settlement should not conflict with this Contract.

Step 2. Undersheriff/Chief Deputy

In the event the grievance is not resolved in Step 1, it shall be presented in writing by the Union to the Undersheriff/Chief Deputy or his/her designee within five (5) business days from the receipt of the answer or the date such answer was due, whichever is earliest. Within five (5) business days after the grievance is presented to Step 2, the Undersheriff/Chief Deputy shall render a written answer to the grievant and provide a copy of such answer to the Union. The written grievance shall be on an agreed form which shall be provided by the Employer in adequate amounts to the Union. The written grievance shall contain a statement of the grievance's complaint, the section(s) of the Agreement allegedly violated, if applicable; the date of the alleged violation, if applicable, and the relief sought. The form shall be signed and dated by the grievant. Improper grievance form, date, or section citation shall not be grounds for denial of the grievance.

Step 3. Sheriff

If the grievance is still unresolved, it shall be presented by the Union to the Undersheriff or his/her designee in writing within five (5) business days after receipt of the Step 2 response or after the Step 2 response is due, whichever is earliest, or within five (5) business days after the Step 1 response, or after Step 1 response is due, if Step 2 is not applicable.

Within five (5) business days after receipt of the written grievance the parties shall meet or hold other discussions in an attempt to solve the grievance unless the parties mutually agree otherwise. The Sheriff or designee shall give his/her written response within five (5) business days following the meeting.

If no meeting is held, the Sheriff or his/her designee shall respond in writing to the grievance within five (5) business days of receipt of the grievance.

Step 4. Arbitration

If the grievance is still unsettled, and the Union wishes to proceed to arbitration, the grievance must be presented to arbitration within fifteen (15) business days after the receipt of the Step 3 response or the date the response was due, whichever is earlier. The Union shall notify the Sheriff in writing of the intent to go to arbitration.

Upon request of either party, the parties may meet within ten (10) business days after receipt of the Step 3 response or the date the response was due for the purpose of conducting a pre-arbitration conference to attempt to resolve the grievance prior to requesting arbitration.

If arbitration is requested, representatives of the Sheriff and the Union shall meet to select an arbitrator. If the parties are unable to agree on an arbitrator within the five (5) business days, the parties shall request the Federal Mediation and Conciliation Service to submit a list of seven (7) arbitrators. The parties shall alternately strike the names of three (3) arbitrators, taking turns as to the first strike. The person whose name remains shall be the arbitrator, provided that either party, before striking any names, shall have the right to reject one (1) panel of arbitrators. The arbitrator shall be notified of his/her selection by a joint letter from the Sheriff and the Union, requesting that he/she set a time and place for the hearing, subject to the availability of the Sheriff and Union representatives and shall be notified of the issue where mutually agreed by the parties.

Arbitration Procedures

Both the parties agree to attempt to arrive at a joint stipulation of the facts and issues as outlined to be submitted to the arbitrator.

The Employer or Union shall have the right to request the arbitrator to require the presence of witnesses and/or documents. Each party shall bear the expense of its own witnesses who are not employees of the Employer.

Questions of arbitrability shall be decided by the arbitrator. The arbitrator shall make a preliminary determination on the question of arbitrability. Once a determination is made that the matter is arbitrable or if such preliminary determination cannot be reasonably made, the arbitrator shall then proceed to determine the merits of the dispute. The arbitrator shall neither amend, modify, nullify, ignore, add nor subtract from the provisions of the Agreement.

The expenses and fees of the arbitrator and the cost of the hearing room shall be shared equally by the parties. Nothing in this Article shall preclude the parties from agreeing to use expedited arbitration procedures.

The decision and award of the arbitrator shall be final and binding on the Employer, the Union, and the employee or employees involved.

If either party desires a verbatim record of the proceeding, it may cause such a record to be made, providing it pays for the record and makes a copy available without charge to the arbitrator. If the other party desires a copy it shall pay for the cost of its copy.

Section 3. Time Limits

a. Grievances may be withdrawn at any step of the Grievance Procedure. Such withdrawal shall not constitute a decision on the merits of the Grievance. Grievances not raised or appealed within the designated time limits will be barred.

b. The time limits at any step or for any hearing may be extended by mutual agreement of the parties involved at that particular step.

c. Failure to respond within the time limits by the designated person shall automatically advance the grievance to the next step.

Section 4. Time Off, Meeting Space and Telephone Use

a. Time Off: The grievant(s) and/or Union grievance representative will be permitted reasonable time without loss of pay during their work hours to investigate and process grievances. A grievant who is called back on a different shift or on his/her day off as a result of the Sheriff scheduling a grievance meeting shall have such time spent in the meeting considered as time worked. Witnesses whose testimony is pertinent to the Union's presentation or argument will be permitted reasonable time without loss of pay to attend grievance meetings and/or respond to the Union's investigation. No employee or Union representative shall leave his/her work to investigate, file or process grievances without first notifying and receiving permission from his/her supervisor or designee as well as the supervisor of any unit to be visited, and such permission shall not be denied unreasonably. Employees attending grievance meeting shall normally be those having direct involvement in the grievance.

b. Meeting Space and Telephone Use: Upon request, the employee and Union representative shall be allowed the use of an available appropriate room while investigating or processing a grievance; and, upon prior general approval, shall be permitted the reasonable use of telephone facilities for the purpose of investigating or processing grievances. Such use shall not include any long distance or toll calls at the expense of the Employer.

Section 5. Advanced Grievance Step Filing

Certain issues which by nature are not capable of being settled at a preliminary step of the grievance procedure or which would become moot due to the length of time necessary to exhaust the grievance steps, may be mutual agreement by filed at the appropriate advance step where the action giving rise to the grievance was initiated. Mutual agreement shall take place between the appropriate Union representative and the appropriate Employer representative at the step where it is desired to initiate the grievance.

Section 6. Pertinent Witnesses and Information

Either Party may request the production of specific documents, books, papers or witnesses reasonably available from the other party and substantially pertinent to the grievance under consideration. Such request shall not be unreasonably denied, and shall be in conformance with applicable laws, and rules issued pursuant thereto, governing the dissemination of such materials. This paragraph is not applicable to Step 1 of the grievance procedure. Requests made pursuant to this section by the Union may only be initiated by the Union President of his designee.

Section 7. **Grievance Procedure Re-Opener**

The parties agree, during the term of this Agreement, that the technical language of this Article may be modified based on agreements reached by the Sheriff in negotiations with other bargaining units.

ARTICLE XI. **DISCIPLINE AND DISCHARGE**

Section 1. **Discipline and Discharge**

The parties recognize the principles of progressive and corrective discipline.

Disciplinary action or measures shall include the following:

1. Oral Reprimand
2. Written Reprimand
3. Suspension (notice to be given in writing)
4. Discharge (notice to be given in writing)

Disciplinary action may be imposed upon an employee only for just cause.

If the Sheriff has reason to reprimand an employee, it shall be done in a discrete manner that will not embarrass the employee before other employees or the public.

Employees must sign for receipt of oral and written reprimands but the signature does not indicate that employees are in agreement with the discipline.

Section 2. **Limitation**

The Sheriff's agreement to use progressive and corrective disciplinary action does not prohibit the Sheriff in any case from imposing discipline which is commensuration with the severity of the offense. The Sheriff shall notify both the employee and Union of disciplinary action. Such notification shall be in writing and shall reflect the specific nature of the offense.

Section 3. **Pre-Disciplinary Meeting**

For discipline other than oral and written reprimands, prior to imposing the contemplated discipline on the employee, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated discipline and the reason thereof. The employee shall be informed of his contract rights to Union representation and shall be entitled to such, if so requested by the employee, and the employee and Union representative shall be given the opportunity to rebut or clarify the reasons for such discipline and further provided that a Union representative shall be available within twenty-four (24) hours of notification. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings, provided that said

Union representative must be available when the meetings take place within 24 hours after notice.

Section 4. Investigative Interviews

Where the Sheriff or his designee desires to conduct an investigative interview of an employee where the results of the interview might result in discipline, the Sheriff agrees to first inform the employee that the employee has the right to Union representation at such interview. If the employee desires such Union representation, no interview shall take place without the presence of a Union representative. The role of the Union representative is limited to assisting the employee, clarifying the facts and suggesting other employees who may have knowledge of the facts. If the employee does not request Union representation, a Union representative shall nevertheless be entitled to be present as a non-active participant at any and all such meetings provided that a Union representative is available within 24 hours' notice from Sheriff to the Union.

Section 5. Removal of Discipline

Records of discipline other than suspensions shall be removed from the employee's personnel file if two (2) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is subject of ongoing progressive discipline.

Records of discipline concerning suspensions shall be removed from the employee's personnel file if five (5) years pass from the date of the offense without the employee receiving discipline for the same offense unless the employee is the subject of ongoing progressive discipline.

Section 6. Limitation of Grievance Procedure

Oral or written reprimands shall be subject to the grievance procedure through step three thereof but shall not be subject to arbitration.

Section 7. Merit Commission

Sheriff's Merit System Employees covered under this Agreement shall be disciplined pursuant to Section 3-8013 of the Sheriff's Merit System Law, 55 ILCS 5/3-8013 (2011) subject to the alternative grievance review provisions provided in this Agreement.

In the event charges are referred to the Merit Commission, the employee shall have the option of waiving a hearing before the Merit Commission and shall then be disciplined by the Sheriff subject to the contractual grievance appeal procedure. To effectuate this election, the following procedure shall be utilized:

1. Within ten (10) business days of the employee receiving a copy of the charges referred to the Merit Commission and the entire investigation file relating to the charges, the Union will advise the Sheriff and the Merit Commission of the employee's election under this Section to waive his or her right to a Merit Commission review and/or hearing and proceed, instead, in accordance with the

grievance/arbitration provisions of Article 10 of this Agreement, upon the issuance of discipline by the Sheriff. Such notice shall be in writing and shall include a written waiver, executed by the employee, acknowledging that the employee is knowingly waiving his or her rights to a hearing before the Merit Commission. If no such notice/waiver is provided within the ten (10) business days, the employee and the Union shall be deemed to have elected to proceed under the rules of the Merit Commission and all rights under Article 10 shall be deemed waived.

2. Upon receipt of a notice from the Union that the employee is electing to proceed under the grievance/arbitration provisions of Article 10, the Sheriff's Office will withdraw the charges before the Merit Commission. Thereafter, the Sheriff or his designee will make a determination regarding discipline.
3. Once discipline is issued by the Sheriff or his designee, the employee, or the Union, as applicable, may grieve the discipline, as provided in Article 10 of the CBA commencing at Step 4. The filing of said grievance shall serve as a Request for Arbitration under Step 4 of the grievance procedure.

In the event the Sheriff's Merit System Law is amended in a manner which nullifies the rights of parties to a collective bargaining agreement to negotiate, pursuant to Section 3-8013 of the Sheriff's Merit System Law, an alternative disciplinary review process, or which makes the alternative grievance review provisions contained in this section illegal, either party may request to immediately re-negotiate the terms of this section. Any impasse resulting is such negotiation shall be resolved in accordance with the provisions of Section 14 of the Illinois Labor Relations Act.

Section 8. Suspension Day Defined

A suspension day is a twenty-four hour period during which an employee was scheduled to work a regular tour of duty but has been ordered not to report for duty. If the suspension is administrative in nature, the employee will be paid for the time as if he or she had worked. If the suspension is disciplinary in nature, the employee will have his or her pay docked the appropriate amount.

Section 9. Limitation of the Suspension Period

During any suspension period, defined as the period between the first and final actual suspension days (inclusive), an employee may not work for paid overtime, providing the duration of the suspension period is not more than four times the number of actual suspension days. The suspension period shall start not more than 15 days from the date of the pre-disciplinary hearing.

ARTICLE XII. **PERSONNEL FILES**

Section 1. Personnel Files

The Sheriff shall keep a central personnel file for each employee within the bargaining unit. The Sheriff is free to keep working files, but material not maintained in the central personnel file may not provide the basis for disciplinary or other action against an employee.

Section 2. Inspection

Upon request of an employee, the Sheriff shall reasonably permit an employee to inspect his personnel file subject to the following:

- a. Such an inspection shall occur within two business days following receipt of the request. The Sheriff or his designee may be present during such inspection;
- b. Such inspection shall only occur during daytime office staff working hours Monday through Friday upon written request;
- c. The employee shall not be permitted to remove any part of the personnel file from the premises but may obtain copies of any information contained therein;
- d. Upon written authorization by the requesting employee, that employee may have a representative of the Union present during such inspection;
- e. Pre-employment information, such as reference reports, credit checks or information provided the Sheriff with a specific request that it remain confidential, shall not be subject to inspection or copying.
- f. An employee may not place any type of document into the personnel files maintained by the Sheriff without permission, except pursuant to the Illinois Employee Personnel Record Review Act.

Section 3. Notification

Employees shall be given notice by the Sheriff when any materials are placed in their personnel file except those of a routine, clerical nature.

Section 4. Limitation on Use of File Material

It is agreed that any material not available for inspection, such as provided in Sections 1 and 2 above, shall not be used in any manner or any forum adverse to the employee's interest.

Section 5. Personnel Record Correction

If the employee disagrees with any information contained in the personnel record, a removal or correction of that information may be mutually agreed upon by the employee and

Sheriff. The employee may submit a written statement explaining the employee's position, which shall be attached to the personnel record.

Section 6. Confidentiality of Records

The Employer Agrees to keep the Employee's Personnel Record confidential and will not release any information from this record (1) without the Employee's written approval or a court order requiring the release of the information, or (2) unless release or disclosure of said information is required by statute, regulation or common law, e.g., without limitation, as required under the Freedom of Information Act ("FOIA"), 5 ILCS 140/1 et seq., or any other applicable law. The Sheriff will notify the employee upon receipt of a court order for a personnel file. The Sheriff's Office also agrees to exert applicable exemptions under FOIA should the Office receive a FOIA request for personnel files.

ARTICLE XIII. **EMPLOYEE DEVELOPMENT & TRAINING**

Section 1. Orientation

The Sheriff and the Union recognize the need for the training and development of employees in order that services are efficiently and effectively provided and employees are afforded the opportunity to develop their skills and potential. In recognition of such principle the Sheriff shall endeavor to provide employees with reasonable orientation with respect to current procedures, forms, methods, techniques, materials, and equipment normally used in such employees' work assignments and periodic changes therein, including, where available and relevant to such work, procedural manuals.

Section 2. Time Off

If, because of changes in certification, accreditation or licensure, employees are required by the Sheriff to take courses so as to retain their present position classification, such employees shall be granted reasonable time for such without loss of pay.

ARTICLE XIV. **LABOR-MANAGEMENT COMMITTEE**

Section 1. Labor Management Conferences

The Union and the Sheriff mutually agree that in the interest of efficient management and harmonious employee relations, it is desirable that meetings be held between Union representatives and responsible administrative representatives of the Sheriff. Such meetings may be requested at least seven (7) days in advance by either party by placing in writing a request to the other for a labor management conference and expressly providing the agenda for such meetings. Such meetings and locations shall be limited to:

- a. Discussion of the implementation and general administration of this Agreement.
- b. A sharing of general information of interest to the parties.

- c. Notifying the Union of changes in non-bargaining conditions of employment contemplated by the Sheriff which may affect employees.

The sheriff and the Union agree to cooperate with each other in matters of administration of this Agreement, and to the degree that standards of law enforcement can be maintained for the maximum protection of the citizens of the State of Illinois.

To effectuate the purposes and intent of the parties, both parties agree to meet on the first payday of the months of January, April, July and October, unless mutually agreed otherwise.

Section 2. **Integrity of Grievance Procedure**

It is expressly understood and agreed that such meetings shall be exclusive of the grievance procedure.

Section 3. **Union Representative Attendance**

When absence from work is required to attend labor management conferences, employees shall, before leaving their work station, give reasonable notice to and receive approval from, their supervisor in order to remain in pay status. The first supervisor outside the bargaining unit shall approve the absence except in emergency situations. On duty employees attending such conferences shall be limited to one per bargaining unit during time issues affecting the unit(s) are discussed and one representative for the local.

Section 4. **List of Union Stewards**

The union shall provide a current list of stewards to the Sheriff upon the signing of this contract and shall provide an updated list whenever there is a change.

ARTICLE XV. **HOLIDAYS**

Section 1.

All employees shall receive holidays approved annually by the Chief Judge for court related offices of Kane County.

Section 2.

Permanent full-time employees shall receive a full day's pay for the scheduled holiday.

Section 3.

Regular part-time employees shall receive holiday pay proportional to the average number of hours normally worked (i.e., normally work four (4) hours a day, shall receive four (4) hours' pay). Regular part-time employees, for the purposes of this Agreement, are defined as employees in established positions who are scheduled to work less than forty (40) hours each week on a regular basis throughout the year.

Section 4.

To qualify for holiday pay, an employee must be in paid status the day preceding and following the holiday.

Section 5.

When a scheduled holiday occurs during a scheduled vacation, an additional day of vacation will be allowed.

Section 6.

Except as otherwise set forth in this Article, employees shall not be scheduled or called in to work on holidays. In the event they are called in to work on a holiday, employees shall be paid at their regular rate of pay and receive an accumulated paid holiday off to be taken at a later date in accordance with classification seniority.

ARTICLE XVI. **VACATIONS**

Section 1. **Accrual**

All employees shall earn paid vacation in accordance with the schedule below. Part time employees shall receive vacation time proportionate to the average hours worked. Employees shall accumulate vacation based on countywide seniority. Accrual and use of vacation time is based on the fiscal year, December 1 through November 30.

1. From hire date through the end of the fiscal year, vacation time is earned at a rate of .833 days per month (.833 x 12 = 10) to determine the number of vacation days accrued for the following fiscal year. Any fraction of accrued vacation days will be converted to the nearest whole day using standard mathematical rounding (.49 or lower to be rounded down and .50 and higher to be rounded up). At the start of the second fiscal year following an employee's start date to five years of service, the employee will receive a total of ten (10) vacation days during that fiscal year. Vacation time is earned at a rate of .833 days per month (.833 x 12 = 10) to determine the number of vacation days accrued for the following fiscal year.

2. At the completion of four (4) years of service, vacation time is earned at a rate of 1.25 days per month (1.25 x 12 = 15). During the fiscal year in which the employee completes five (5) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of five (5) years of service, the employee will receive a total of fifteen (15) vacation days for use in that fiscal year.

3. At the completion of nine (9) years of service, vacation time is earned at a rate of 1.66 days per month (1.66 x 12 = 20). During the fiscal year in which the employee completes ten (10) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the

completion of ten (10) years of service, the employee will receive a total of twenty (20) vacation days for use in that fiscal year.

4. At the completion of twenty-four (24) years of service, vacation time is earned at a rate of 2.08 days per month ($2.08 \times 12 = 25$). During the fiscal year in which the employee completes twenty-five (25) years of service, the employee will receive five (5) additional vacation days upon the anniversary of his/her hire date. At the start of the fiscal year immediately following the completion of twenty-five (25) years of service, the employee will receive a total of twenty-five (25) vacation days for use in that fiscal year.

Section 2. Use

Vacation time may be taken in increments of not less than one half (1/2) day at a time subject to accrual as outlined above. Vacation time must be used prior to November 30 of each year or it will be forfeited. In certain extraordinary circumstances, unused vacation time may be carried over if specifically authorized by the Employer. Vacation time that is carried over will be used based on the operational needs of the Office, and must be taken within 60 days.

Employees who by length of continuous service are entitled to fifteen (15) or more days of vacation may request the following:

After accrual of fifteen (15) days of vacation, a maximum of five (5) days may be turned back in to be paid at straight time in lieu of time off. After accrual of twenty (20) days of vacation, a maximum of ten (10) days may be turned back in to be paid at straight time in lieu of time off. Employees who are selling back vacation time must indicate in writing their intent to do so by July 1 of the applicable fiscal year.

Section 3. Vacation Schedules

Subject to Section 4 and the Sheriff's operating needs, vacations shall be scheduled as requested by the employee.

Section 4. Vacation Periods Scheduled by Seniority

A vacation period will be considered in increments of one or more full week(s) beginning at 0001 Sunday and ending at 2359 Saturday.

If and only if staffing levels are such that there are insufficient weeks in the Sheriff's Office fiscal year (December 1 – November 30) to schedule all weeks of vacation due employees assigned to that division, will more than one employee be allowed to schedule vacation the same week as another employee.

After completion of the shift bid process, the supervisor who is outside the bargaining unit will tally the total number of weeks of vacation due the employees on a shift.

Based on the above statement, the following vacation bid process will be adhered to:

Beginning October 1 and continuing for one month, employees may bid for vacation periods (one or more weeks) based on classification seniority. This will be done by filling in slots on a posted list of weeks in the following fiscal year (i.e., December 1 – November 30). Bids shall be submitted by employees in a timely manner, with employees receiving up to twenty-four hours to complete their bids. On or about the first week in November, the Court Security Lieutenant or his/her designee will review the posted list and finalize the seniority bid vacation lists. Conflicts in scheduling will be resolved in favor of the employee having the greatest classification seniority.

Vacation periods requested other than as described above shall be granted on a first-come first-served basis. Requests will be considered on the basis of calendar date of submission to and confirmed by the Court Security Lieutenant or his/her designee. Employees will be notified in writing as to the number of available vacation slots via posting of the vacation list and will be notified of the number of uncommitted vacation weeks still held by the employee via eSuite. It will be up to the employee to submit a request for any of the remaining available weeks or face the loss of vacation time when no open weeks remain in the fiscal year.

If an employee decides to remove his or her name from a scheduled vacation week or weeks, another employee may bid for the open slot and be granted the time based on classification seniority.

Once a vacation is approved and scheduled, an employee who is transferred non-voluntarily will be allowed to take that vacation even if a scheduling conflict develops.

Section 5. **Holidays**

When a scheduled holiday occurs during a scheduled vacation, an alternate day of vacation will be allowed.

Section 6. **Separation Pay**

Employees, or his/her estate in case of death, shall be compensated for all unused vacation time already accrued at the time they separate.

ARTICLE XVII. **SICK LEAVE POLICY**

Section 1.

It is the policy of Kane County to provide protection for eligible employees against loss of income because of illness. To ensure that protection, the County has made provisions for both short-term and extended sick leave reserves. All regular full-time and regular part-time employees are eligible. Regular part-time employees earn sick leave proportionate to the

average number of hours worked. Sick leave pay is based on the employee's regular straight-time rate in effect when the sick leave is taken. An employee may use extended sick leave whenever under the care of a physician.

Section 2. Short-Term Sick Leave/Personal Day Accumulation

"Sick leave year" is defined as the twelve (12) month period beginning December 1 of each year. Eligible employees who have completed twelve (12) months of continuous service as of December 1, of the applicable sick leave year, will be credited with five (5) days. Employees who have completed less than twelve (12) months of continuous service as of December 1 of the applicable sick leave year, will be credited with short-term sick leave at the rate of one day for each remaining quarter within that year once they have completed six (6) months of employment with the Sheriff's Office.

Section 3. Short-Term Sick Leave/Personal Day Utilization

An employee's short-term sick leave credit can be used for personal and family injury or illness, maternity, doctor and dentist appointments or personal days. Such leave may be used in increments of no less than one hour at a time. Any such use is subject to twenty-four (24) hours prior notification to the employee's supervising Lieutenant or his/her designee, if at all possible. Vacation pay cannot be substituted for short-term sick pay.

Section 4. Unused Short-Term Sick Leave/Carry Over and Payment at Termination

Short-term sick leave will not accumulate from year to year. At the end of the sick leave year, all unused short-term sick leave for nonexempt employees will roll over into extended sick leave. Upon termination, nonexempt employees will be expected to pay back any and all short-term sick days used that were not previously earned, at a rate of one day for every quarter not worked. If a nonexempt employee terminates and has unused short-term sick leave, the employee will be paid at a rate of one day for every quarter worked in the benefit year provided the employee gives fourteen (14) calendar days' written notice to the employee's supervisor.

Section 5. Extended Sick Leave Accumulation

Eligible employees will be credited with one day of extended sick leave per month after six (6) month probationary period is completed. Unused extended sick leave will carry over from year to year and may accumulate to a maximum of two hundred forty (240) days.

Section 6. Extended Sick Leave Utilization

An employee may utilize extended sick leave for himself/herself prior to utilizing short-term sick leave if the employee has a serious health condition and is under a doctor's care at home or in the hospital. A doctor's certification is required to support the request for extended sick leave.

Extended sick leave may be used during periods of personal injury, illness or maternity until IMRF disability benefits begin. The IMRF disability benefit is payable after thirty (30)

calendar days of disability and is equal to fifty percent (50%) of the employee's average monthly earnings during the preceding twelve (12) months.

An employee may utilize up to six (6) days of accrued extended sick leave per fiscal year for absences due to illness or injury of the employee's child, stepchild, spouse, domestic partner, sibling, parent, mother-in-law, father-in-law, grandchild, grandparent or stepparent on the same terms upon which the employee is able to use extended sick leave days for his or her own absences. A doctor's certification is required to support the request to use extended sick leave to care for such family members.

Extended sick days run concurrently with Family and Medical Leave.

Section 7. Payment for Unused Extended Sick Leave

No payment for unused extended sick leave is made at termination. Retiring employees under IMRF qualify for up to one year of additional pension service for unused extended sick leave at the rate of one month for every twenty (20) days or fraction thereof. To qualify for this pension credit, the effective date of pension must be within sixty (60) days of termination. This additional pension service credit provision applies solely to employees retiring with an IMRF pension. Converted extended sick leave cannot be used to meet the requirements of a minimum of eight (8) years for an IMRF pension or thirty-five (35) years for a non-discounted pension under age sixty (60).

ARTICLE XVIII. MISCELLANEOUS PROVISIONS

Section 1. Use of Masculine Pronoun

The use of the masculine pronoun in this or any other document is understood to be for clerical convenience only, and it further understood that the masculine pronoun includes the feminine pronoun as well.

Section 2. Definition

Whenever the term Sheriff is used in this Agreement, it shall mean the Sheriff or his authorized officer or agent.

Section 3. Notification of Leave Balance

Employees shall be given a statement of leave balances (sick leave, vacation days, holidays, and accumulated compensatory time) on request, but no more than twice annually.

Section 4. Evaluations

The Union and the Sheriff encourage periodic evaluation conferences between the employee and his/her supervisor. The written evaluation done once a year by the supervisor shall be discussed with the employee and the employee shall be given a copy immediately after

completion. The employee shall sign the evaluation as recognition of having read it but such signature shall not constitute agreement with the evaluation.

Section 5. Copies of the Agreement

A copy of this Agreement shall be posted to the Sheriff's Office's internal intranet site and to the County's website.

Section 6. Meeting Place

All meetings or hearings or other proceedings over which the parties have control shall be held in the Sheriff's complex in Kane County, Illinois, unless there is a reasonable basis to hold such meetings, hearings or other proceedings elsewhere.

Section 7. Job Descriptions

Within ninety days of the execution of this Agreement, employees shall have a copy of his/her current job description which shall include principle duties and responsibilities. When requirements are revised and the duties and responsibilities remain essentially unchanged, incumbents in these positions who qualified under previous requirements for the class shall be considered qualified.

ARTICLE XIX. LEAVES OF ABSENCE

Section 1. Policy

Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where circumstances require an employee's absence. Leaves of absence are required when the employee's absence, other than vacation, will extend beyond a two-week period. Leaves are granted based on each individual case and at the discretion of the Sheriff. Leaves of absence are without pay unless the Sheriff requires, or the employee elects with the Sheriff's approval, accrued sick pay, holiday pay, vacation pay or compensatory time be used during the leave of absence. A leave of absence will not be granted for the purpose of trying another job. Failure to return at the end of an approved leave may result in termination.

It is the Sheriff's policy to grant leaves of absence to eligible employees in accordance with all applicable federal and state laws. Where provisions of this Article conflict with any applicable federal or state law, the provisions of such law shall prevail.

Section 2. Eligibility

Employees may be eligible for a leave of absence if they have worked for at least 12 months and for at least 1,250 hours during the year preceding the start of the leave of absence. Eligibility and entitlement to leaves of absences governed by state or federal law shall be determined in accordance with the provisions of the applicable law.

Subject to the policy statement above, employees may be eligible for up to twelve (12) work weeks of leave a year, which is based on a rolling 12-month period measured backward from the first date leave is used, unless otherwise required by law. In other words, each time an employee takes a leave, the remaining leave for which the employee may be eligible would be any balance of the 12 work weeks which has not been used during the immediately preceding 12 months.

Employees must give a 30 calendar day advance notice of the need to take a leave of absence when it is foreseeable. Foreseeable leaves include, but are not limited to, maternity/paternity leave, placement leave, military leave, educational leave, personal leave or planned medical treatment leave. Where it is not possible under the circumstances to provide advance notice, notice must be given as soon as possible.

Section 3. **Types of Leaves of Absence**

A) Family and Medical Leave:

Eligible employees may be granted a family or medical leave of absence under the provisions of the Family and Medical Leave Act (“FMLA”) for one or more of the following reasons:

1. Birth Leave: For birth of a child of an employee and to provide care for the child following birth.
2. Placement Leave: For placement of the child with an employee for adoption or foster care.
3. Personal Illness: For a serious health condition when an employee is unable to perform their job.
4. Family Illness: For an employee to care for their son, daughter, spouse, or parent who has a serious health condition.
5. Because of any qualifying exigency arising out of the fact that the spouse, or a son, daughter, or parent of the employee is a covered military member on active duty (or has been notified of an impending call or order to active duty) in the Armed Forces in support of a contingency operation.
6. To care for a covered service member with a serious injury or illness if the employee is the spouse, son, daughter, parent or next of kin of the service member.

All aspects of FMLA leaves of absences shall be governed by the provisions of the FMLA and the regulations promulgated thereunder, all as may be amended from time to time. The Sheriff will exercise his discretion in connection with FMLA leaves of absences in accordance with the FMLA and the applicable regulations.

B) Military Leave: Eligible employees will be granted military leaves with or without pay in accordance with all applicable state and federal laws. For all Military Leaves, employees should provide their supervisor with a copy of their written orders, including any subsequent changes, within the time limits prescribed by law. If an employee is applying for differential pay, the employee should provide payroll with the amount of their base pay prior to the leave. If an employee desires to use benefit time during the leave, the employee should also notify payroll prior to the leave. Upon completion of military service, a copy of the employee's Leave and Earnings Statement verifying the duration of the employee's military service and base pay must be provided to payroll by the employee.

C) Victim's Economic Security and Safety Act (VESSA) Leave – Eligible employees will be granted leaves to address domestic or sexual violence in compliance with VESSA. Neither this section nor VESSA creates additional rights for an employee to take leave that exceeds the unpaid leave time under, or is in addition to unpaid leave time permitted by, the FMLA. All aspects of the leave shall be governed by the provisions of VESSA.

D) Personal Leave: May be granted or denied at the discretion of the Sheriff based on the facts of each individual case. The reason for this type of leave must be of a nature involving a serious family problem, or some similar circumstance. Personal leaves are governed in the same manner as any other type of leave. The guidelines listed under other Sections of this policy must be adhered to in all cases.

E) Educational Leave: May be granted at the discretion of the Sheriff without pay to eligible employees who wish to continue their education provided the course of study is beneficial to the Sheriff's Office.

F) Workers' Compensation Leave: All employees experiencing an occupational disability due to an accident or illness arising out of and in the course of their employment may be placed on a Workers' Compensation Leave. Participating employees should apply for IMRF Disability Benefits if eligible (See Workers' Compensation).

G) Other Leaves Required by Law: Eligible employees will be granted leaves of absences required by state or federal law in accordance with the provisions of the applicable law.

Section 4. Controls and Rules During a Leave

A) The Sheriff may require that an employee requesting any type of leave designate that accrued sick days, accrued vacation and, if applicable, personal days and compensatory time be used during the leave of absence.

B) Duration of Leave: The cumulative time off of a leave of absence shall not be longer than six months, unless otherwise required by law.

C) Extended Leave of Absence: Any leave over twelve work weeks in duration is considered an extended leave of absence. Employees in this extended period must contact the Sheriff at least 30 calendar days prior to their expected return to work, unless otherwise required by law. Every effort will be made to place the employee returning from an extended leave to the same or substantially similar position.

D) Health Care Coverage During a Leave of Absence: Group hospitalization coverage will continue for up to 6 months. The employee portion of the payment for this coverage must be received in the Human Resource Management Department no later than the 1st of each month during the leave of absence. A limited continuation option is available to eligible employees after this period under COBRA, a limited extension of health insurance coverage.

E) Vacation, Sick Pay Benefits and Holiday Pay: Sick pay credit and vacation time will not continue to accrue after the last day paid on any authorized leave of absence. Employees will be paid for holidays which fall during the period they are receiving pay from the County. The use of any leave will not result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Section 5. **Procedure**

1. A "Request for Leave of Absence" form should be completed by the employee defining the reason for the leave, its duration, and the amount of vacation, compensatory time, holiday and sick pay to be used during the leave (if any).

2. This request should be submitted through the chain of command to the Bureau Commander, who, after recommending approval or disapproval, will forward the form to the Sheriff.

3. A medical certification and/or fitness for duty report is required upon commencing and returning from a family and medical leave or workers' compensation leave. Employees must provide medical certification within 15 calendar days of the request. Medical re-certification may be required at the County's expense.

Section 6. **IMRF Leave of Absence Authorization and Disability Benefits**

A) Employees who have a medical certification of a disability which may extend for 30 calendar days or more could be eligible for disability benefits under the Illinois Municipal Retirement Fund (see IMRF Disability Benefits). To be eligible, an employee must have 12 months or more of service credit with IMRF. Pregnancy is included as a disability under IMRF if the employee is eligible, and claims should be submitted in the same manner as other disability claims. The County's Human Resource Management Department should be contacted for the forms for application.

B) Employees participating under IMRF and on a leave of absence without pay from Kane County or disability pay under IMRF (i.e. family illness, placement leave) will not be protected for death or disability benefits during the unpaid period. A Benefit Protection Leave of Absence Authorization should be filed with IMRF before the leave commences. Death and disability benefits are reinstated immediately upon returning to work. Employees may establish service credits for retirement (not to exceed 12 months) for this leave by paying the employee contributions which would have been paid if actually working plus interest. The County Board must approve the acceptance of employer paid IMRF obligations. Forms are available in the Human Resource Management Department. Leaves of absence may be granted to maintain continuity of service and to protect the employer-employee relationship in instances where unusual circumstances require an employee's absence. Leaves are granted on the assumption that

the employee will be available to return to regular employment when the conditions necessitating the leave permit.]

Section 7. Worker's Compensation

The Worker's Compensation law provides protection for employees experiencing occupational disabilities through accidents or by exposure to disease arising out of and in the course of employment.

A) When an employee suffers an on-the-job injury or exposure, whether or not medical attention is required, a "Report of Injury" form must be completed by the employee and forwarded to both the Insurance Coordinator and up the chain of command to the Bureau Commander as soon as possible.

B) All expenses involved with the treatment of the exposure or injury are covered by the Illinois Worker's Compensation Act. That Act provides payment of sixty-six and two-thirds of the employee's wages for lost time at work after a three-day waiting period. If the employee is off work for more than fourteen days because of a job-related injury or exposure, then the employee will be compensated for the waiting period. In addition to this partial payment of wages pursuant to the Illinois Workers' Compensation Act (hereinafter referred to as "The Act"), employees with more than one year of service with the County will also receive a minimal amount of disability through IMRF.

The County, in addition to compliance with the Act, shall pay an additional one third of the average weekly wage to employees for the first thirty days that the employee is totally disabled. This is a voluntary payment by the County and by accepting such payments; employees shall recognize and will assist the County in enforcing its subrogation rights.

Nothing in this policy shall be construed as limiting or contravening the Public Employee Disability Act, 5 ILCS 345/1.

Section 8. Jury Duty/Work-Related Court 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 shall be granted for such purposes. All compensation received for court or jury shall be remitted by the employees to the County Auditor, to be returned to the County Treasurer from which the original payroll warrant was drawn. The County feels that by volunteering to appear as a witness, an employee may create the impression that the County favors one litigant to the detriment of the other. Therefore, to avoid any suspicion of favoritism, County employees are instructed not to appear as a witness unless properly subpoenaed.

Section 9. Funeral/Bereavement Leave

In the event of a death in an employee's immediate family, the employee will be allowed up to three days leave with pay for the time actually lost. Immediate family members are defined as including the employee's children (including step and adopted), father, mother, current

spouse, brother, sister, father-in-law, mother-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, grandparents and grandchildren.

These days will not be deducted from sick pay. Employees must notify their immediate supervisor of the death, relationship to the deceased and expected time of absence. Any additional time off beyond three days will be granted at the sole discretion of the Sheriff or his designee and will be deducted from the employee's unused vacation time, personal/sick time or comp time.

In addition to the above provisions, the Illinois Child Bereavement Act provides that all eligible employees, as defined by the Family and Medical Leave Act of 1993, shall be entitled to use up to 2 weeks (10 working days) of unpaid bereavement leave to attend the funeral or alternative to a funeral of his or her child; make arrangements necessitated by the death of the child; or grieve the death of the child. In the event of the death of more than one child in a 12-month period, the employee is entitled to up to a total of 6 (six) weeks of bereavement leave during that 12-month period. All child bereavement leaves will be granted in accordance with the Child Bereavement Act. Leaves must be completed within 60 days after the date on which the employee receives notice of the death of the child.

ARTICLE XX. **UNION RIGHTS**

Section 1. Union Activity During Working Hours

Employees shall be allowed necessary and reasonable time off with pay during working hours to attend committee meetings, negotiations, and other necessary and reasonable activities so long as they have been established by this Agreement, and/or other meetings called or agreed to by the Employer if such employees are entitled or required to attend such meetings by virtue of being participants.

Section 2. Access to Premises by Union Representatives

The Employer agrees that local representatives and officers and Union staff representatives shall have reasonable access to the premises of the Employer, giving notice upon arrival to the appropriate Employer representative. Such visitations shall be for the reason of the administration of this Agreement. By mutual agreement with the Employer in emergency situations, Union staff representatives or Local Union representatives may call a meeting during work hours to prevent, resolve or clarify a problem.

Section 3. Time Off for Union Activities

Two Local Union representatives shall be allowed two days off per year or one Union representative four days per year with pay for legitimate Union business such as Union meetings, State or area wide Union committee meetings, State or International conventions. One Local Union Officer from each unit shall be allowed to attend Local Executive Board and Monthly meetings provided such representative shall give reasonably notice to his/her supervisor of such absence and shall be allowed such time off. Any additional Local Union Officers or Executive Board members will be permitted to attend Local Executive Board and Monthly meetings based

on operational needs. Time off granted to Local Union Officers to attend Local Executive Board and Monthly Meetings shall not exceed two (2) hours unless approved by the Sheriff or his designee.

Such time off shall not be detrimental in any way to the employee's record. Additional time off without pay shall be granted under the conditions as stated in the preceding paragraph.

Section 4. Union Bulletin Boards

The Employer shall provide bulletin boards and/or space at each work location.

Section 5. Information Provided to Union

The Employer shall notify the Union in writing of the following personnel transactions involving bargaining unit employees as they occur: New hires, promotions, layoffs, reemployment, transfers, leaves, returns from leave, suspension, discharge and termination.

At the request of the Union, the Employer shall furnish the Union a current seniority roster and reemployment lists, applicable under the seniority provisions of this Agreement.

Section 6. Union Orientation

Each newly hired bargaining unit employee shall, during the employee's initial instruction and training period, be scheduled at a time mutually agreeable to the parties for an orientation which shall be provided by the Union. The Union orientation period shall be a maximum of one (1) hour, and shall take place during the employee's regular working hours with no loss of pay to the employees involved.

Section 7. Distribution of Union Literature

During employee's non-working hours, he/she shall be permitted to distribute Union literature to other non-working employees in non-work areas and in work areas during non-work hours.

Section 8. Union Meetings on Premises

The Employer agrees to make available conference and meeting rooms for Union meetings upon prior notification by the designated Union representative, unless to do so would interfere with the operating needs of the Employer, or cause additional cost or undue inconvenience to the Employer. The Sheriff will provide the Union space for a computer outlet, desk, and filing cabinet on the premises.

Section 9. Rate of Pay

Any time off with pay provided for under this Article shall be at the employee's regular rate of pay as though the employee were working, not to exceed the employee's regular working scheduled hours.

ARTICLE XXI. **WAGES**

Section 1. Wage Schedule

Employees shall be compensated in accordance with the wage schedule attached to this Agreement and marked Appendix B. The attached wage schedule shall be considered part of this Agreement.

Section 2. Pay Period

Employees are paid on a bi-weekly schedule. Each payroll period shall consist of fourteen (14) calendar days, so that the bi-weekly rate of pay of each employee shall be 1/26th of the employee's annual salary. In a year in which 27 pay periods shall occur, the bi-weekly rate of pay for each employee shall be 1/27th of the annual salary. When a payday falls on a holiday, the paycheck is distributed the preceding workday. Employees are encouraged to sign up for direct deposit of their paychecks through Payroll in the Human Resources Management Department.

Section 3. Uniform Allowance

All regular full-time employees will be given a uniform allowance of one thousand, one hundred fifty dollars (\$1,150) per year to be evenly divided and paid separately (i.e., not combined with regular earnings), via direct deposit into his/her account on file with the County, on the second regular payroll dates in November and May of each year. If an employee does not utilize direct deposit for their regular payroll check as of April 1, 2019, that employee will continue to receive paper checks. The employee must complete one-year probationary period and wait for the subsequent date of the issuance prior to receiving uniform allowance. Until an employee receives the uniform allowance, the Sheriff's Office is responsible to supply and repair or replace, if damaged in the line of duty, at no cost to the employee, all items required for a proper uniform. In addition, the Employer shall supply one bullet proof vest for new full-time employees upon hire.

Part-time employees are not eligible to receive a uniform allowance. The Sheriff's Office may in its sole discretion issue or replace uniform pieces for part-time employees.

Section 4. Other Pay Provisions

a. Interpreters/bilingual officers (maximum 3 officers) -- \$50 per month

Any officer who is fluent in Spanish, sign language, Polish or other languages as mutually agreed, and who proves certification by letter from a secondary education instructor in the language to be certified (i.e., Junior/Community College, College or University), or from a third-party vendor approved by the Sheriff, will be eligible to receive additional compensation of \$50 per month upon assignment by the Sheriff.

b. Range Instructors (maximum 3 officers) -- \$50 per month

Range Instructors who are assigned and state certified as range instructors shall receive this specialty pay. All range instructors shall be allowed to attend a certified training program, provided such programs are available locally and funding is available.

c. Field Training Officers (maximum 5 officers) -- \$150 per month

Training officers who are assigned and state certified as training officers shall receive this specialty pay. All training officers shall be allowed to attend a certified training program, provided such programs are available locally and funding is available.

As with all assignments, the above specialty assignments are at the sole discretion of the Sheriff.

ARTICLE XXII.
OUT OF TITLE WORK

The Sheriff may temporarily assign an employee to perform the duties of another employee.

Employees who are assigned to perform a significant number of duties of another employee for more than five (5) consecutive working days (counted individually and cumulatively) from the start to the end of the entire period shall be paid the greater of the following:

- a. The pay of the employee whose duties the assigned employee is performing, or
- b. The current pay of the assigned employee, after said five-day period.

ARTICLE XXIII.
INSURANCE

Section 1. Medical, Vision and Dental Coverage

A. The Employer shall provide comprehensive insurance programs for hospitalization, medical, vision and dental coverage for each covered employee who chooses to participate and their eligible dependents similar to the coverage which is currently in effect. Plan design changes for 2017 through 2021 are included in Appendix E attached hereto and incorporated herein. All regular full-time employees and all regular part-time employees who work a minimum of twenty-one (21) hours per week are eligible to enroll in the County's comprehensive group hospitalization, medical, vision and dental insurance plans.

B. Premium costs are shared by full-time employees and the County through payroll deduction. Eligible part-time employees pay the full premium for all plans for coverage through payroll deduction. A pre-tax deduction Section 125 Plan is available at the time of enrollment. Beginning April 1, 2017 through November 30, 2021, the overall aggregate cost of the County's health insurance programs, shall be shared by the County and the union and non-union

employees at the overall aggregate rate of eighty-three percent (83%) borne by the County and seventeen percent (17%) borne by the union and non-union employees. It is understood that individual premium rates and percentage contribution levels will vary across plans and will be based on an employee's plan selection each year, but the overall aggregate percentage rates borne by the County and the union and non-union employees shall remain the same through November 30, 2021.

C. The County reserves the right to self-insure, change carriers and engage in cost containment measures during the term of this Agreement so long as the benefits and coverages sought are substantially similar to those being currently offered.

D. The parties agree to continue the implementation of a Wellness Plan component for Employees and spouses covered by the County's health insurance plans. Participation in the Wellness Plan shall be defined as participating in an annual health evaluation which shall continue to be limited to completing an assessment, providing a blood sample, and receiving a health evaluation report. No other additional action on the part of any employee or spouse shall be required. The Employers agree that participation (or non-participation) in the Wellness Plan shall not be used in any way to initiate or support an employment action of any kind. The parties further agree that accommodations shall be made to facilitate participation of retired employees that reside outside of Kane County. Participation in the Wellness Plan shall not require or constitute any waiver of an individual's right to privacy under HIPAA, or other applicable laws. Employees and/or their spouses who choose not to participate shall continue to pay an additional \$50 per employee and/or spouse per month toward health insurance premiums.

Section 2. Future Plans

Should the County adopt plans or policies which affect Employee's insurance benefits (including what is commonly referred to as flexible benefit program), employees of the Employer shall have the option to participate in the same plans or programs in the same manner as other County Employees.

In addition, in the event the County agrees to a lower overall contribution for employees who participate in County plan(s), the lower overall contribution rate shall apply to employees covered by this Agreement.

Section 3. Life Insurance

The County will provide information concerning any available additional life insurance through IMRF and at the request of the employee shall make such necessary deductions from the employee's paycheck.

Section 4. Health Care Continuation Coverage for Retirees, Medicare Eligible Retirees and Disabled Employees

A. Retirees

The County shall pay 10% of the cost of continued medical insurance benefits under the same terms and coverage for the non-Medicare eligible retired employee as the employee received for the 12 months preceding retirement.

Employees retiring under regular IMRF must be at least 55 years of age with at least eight (8) years of service. Sheriff's Law Enforcement Personnel (SLEP) members who retire (at any age) must have at least 20 years of SLEP credit.

In order to be eligible for the 10% premium reduction, an employee must have been employed by the Employer for 15 or more consecutive years.

Retired employees who wish to take advantage of this medical insurance must pay 90% of the premium for either single or dependent coverage. The premium is due on the 1st of each month and must be submitted to Human Resources in order for coverage to be maintained.

B. Medicare Eligible Retirees, Disabled Employees and Surviving Spouses

Kane County offers a reduced benefit PPO health care plan to Medicare eligible retirees, disabled employees and surviving spouses. The PPO plan includes a separate deductible of \$500.00 for outpatient drugs to be paid at 80% (coinsurance does not go towards the outpatient prescription maximum). The full amount of the premium that must be paid is established by the County Board each year.

C. Retirees -- Annual Open Enrollment

Retired employees may elect to change medical insurance plans during the annual open enrollment period for active county employees each year.

ARTICLE XXIV.
VACANCIES

Section 1. Determination of Vacancies

The Sheriff shall solely determine when a vacancy exists and whether or not to fill the vacancy.

Section 2. Posting

Whenever shift vacancy occurs, other than a temporary vacancy as defined below, in any existing job classification or as a result of the development or establishment of new job classifications, a notice of such vacancy shall be posted on all bulletin boards for 10 working days. Temporary vacancies are defined as job vacancies that may periodically develop in any

job classification that do not exceed 30 consecutive days. Job openings that remain open more than 30 consecutive days at a time shall not be considered temporary job openings.

During this period, employees who wish to apply for the vacant shift assignment, including employees on layoff, may do so.

Section 3. Selection

The Sheriff, or his designee, shall be the sole person to select those persons to fill vacancies. Provided, however, in making the selection, the Sheriff or his designee shall give consideration to factors such as seniority, experience, training, proven ability, demeanor, evaluations, and any other evidence brought to the Sheriff's attention which impacts on the criteria which relates to the vacancy.

ARTICLE XXV. **SAFETY AND HEALTH**

Section 1. General Duty

The Employer and Union shall cooperate so that the Employer can continue its efforts to provide for a safe working environment, including tools and equipment, for its employees as is legally required by federal and state laws.

Section 2. Limitation

The parties agree that grievances alleging violation of Section I of this Article may be processed to Step III of the Grievance Procedure of this Agreement and will be subject to the Grievance Arbitration procedure.

Section 3. Safety Committee

Two (2) employees designated by the Union and two (2) persons designated by the Employer shall comprise safety committee for the purpose of discussing safety and health issues relating to employees and to recommend reasonable safety and health criteria relating to equipment and facilities. The committee will meet on a reasonable basis at a mutually agreed time. Employees attending a committee meeting will be paid if the meeting is scheduled during an employee's working hours. Formal recommendations of the committee shall be submitted in writing to the Sheriff with a copy to the Union, but shall not be binding upon the Employer or the Union.

Section 4. Fitness for Duty Evaluation

Employees may be required to undergo a physical or psychological fitness for duty evaluation by the Sheriff, or his or her designee, where there is a reasonable belief that an employee may not be physically, emotionally or mentally fit to carry out his or her essential job duties. Determining that a fitness for duty evaluation is warranted shall be made by the Sheriff or his/her designee, in accordance with GO-08-01. The basis for the determination shall be set forth in writing to the employee ten (10) days prior to the time the employee is to undergo such

testing. However, the ten (10) day notice shall be waived when the employee's conduct imminently or directly threatens the safety to self or others. In that case, a copy shall be given to the employee at the time the employee is ordered to undergo such evaluation.

All examinations and inquiries into an employee's fitness for duty shall be both job related and consistent with operational necessity and shall be no broader or more intrusive than deemed necessary by qualified, licensed and certified medical doctors, psychiatrists or psychologists.

An Employee shall have the right to inform the Union of the order after it is received and shall have the right to secure a similar fitness for duty evaluation at the employee's own expense from a qualified, licensed and certified medical doctor, psychiatrist or psychologist of their own choosing.

The Employee shall sign any and all releases or authorizations required by the medical doctor, psychiatrist, or psychologist, as the case may be, to release the information and evaluation obtained as a result of a fitness for duty evaluation to the Employer. The Employer recognizes the employee's right to privacy and agrees that any information and evaluation obtained pursuant to this section shall be placed in the employee's secure medical file. The evaluation and information provided to the Employer as a result of such fitness for duty evaluation shall be provided to the employee.

In the event the Employer seeks to terminate an employee covered under this Agreement, based on the fitness for duty evaluation and other information obtained pursuant to GO-08-01, the Sheriff or his/her designee shall meet with the employee involved and inform the employee of the contemplated action and the reason thereof. The employee shall be informed of his/her contract rights to Union representation and shall be entitled to such, if so requested by the employee. If the Employer and the Employee are unable to agree to the findings of the fitness for duty examination, the doctors representing the employee and the Employer shall pick a third party qualified physician in that field to arbitrate the decision. The physician can be chosen from a list of area physicians qualified in that practice.

Section 5. **Drug and Alcohol Testing**

See Appendix C reference Drug and Alcohol Testing procedures.

The parties agree to continue to discuss the language of Section 8. of Appendix C. "Voluntary Requests for Assistance and Discipline and incorporate changes via a Memorandum of Understanding.

ARTICLE XXVI. **HOURS OF WORK**

Section 1. **Hours/Overtime**

a. Workweek/Period -- The workweek is a one-hundred and sixty-eight (168) hour period beginning at 0001 hours on Sunday and ending at 2359 hours the following Saturday. The regular hours for the work period shall consist of forty (40) hours beginning at 0001 hours on a

designated Sunday and ending seven days later at 2359 hours on Saturday. Time worked shall be defined according to the Fair Labor Standards Act.

b. Overtime -- For full-time employees assigned to non-branch court positions, overtime is defined as all pre-authorized work in excess of eight (8) hours in a single work day.

For employees assigned to branch court positions and for part-time employees, overtime is defined as all pre-authorized work in excess of forty (40) hours per work week period.

Overtime work shall be rounded to the nearest quarter (1/4) hour. Time spent on sick leave, vacations or authorized leave shall not be considered hours worked in computing overtime. However, holidays and compensatory time off shall be considered hours worked in computing overtime. Overtime shall be paid at the rate of time and one-half an employee's base rate of pay.

Section 2. General Provisions for All Employees

a. "The Workday and the Workweek" -- The normal workday shall consist of eight (8) consecutive hours to be broken at approximately mid-point by a meal period plus one (1) paid fifteen (15) minute rest period. The normal workweek shall consist of five (5) consecutive workdays followed by two (2) consecutive days off.

b. "Meal Periods" -- Work schedules shall provide for the workday to be broken at approximately mid-point by an uninterrupted forty-five (45) minute meal period for employees who are regularly scheduled to work forty hours per week. They shall then receive one (1) fifteen (15) minute rest period during the last half of their shift. Depending on the number of hours worked in a day, part-time employees will receive a rest period as mandated by law. Employees shall have the right to leave the work site for their approved meals and they will notify the Supervisor as to both their departure and arrival in the facility. The Employer will only deny this right when operations would be adversely impacted.

Section 3. Scheduling Practices

There will essentially be two "shifts," "Day Shift" and "Afternoon/Evening Shift" with start times to accommodate the court schedule as set by the judiciary.

Employees will bid for shift preference based on classification seniority once per year or whenever duty assignments are changed as part of a regular rotation of assignment. The annual shift bid process shall be completed prior to the bidding for vacation periods as described in Article 16, Section 4 (October 1). It is required that officers bidding for the Afternoon/Evening Shifts be "Control Room certified."

Bidding does not include "duty assignments," such as Courtroom or Screening duties at the Judicial Center, or assignment to the Juvenile Justice Center, Geneva Courthouse or Branch Courts, or "specialty assignments".

Alternative schedules and flex-time may be used for Branch Court assignments if agreed to by the Sheriff and the employee(s) involved. Decisions of the Sheriff regarding employee requests for alternative schedules or flex-time shall not be subject to the grievance procedure.

Part-time employees' hours (up to three full-time equivalent positions, i.e., up to 120 hours per week) will be scheduled by management based on operational needs.

Section 4. Overtime Procedure

Overtime shall be distributed as equally as possible among the employees who normally perform the work in the position classification in which the overtime is needed.

Compulsory (ordered) overtime will be done in a reverse seniority method, starting with the least senior to the most senior. There will be a separate list kept from the regular overtime list. Once an employee has been ordered to work overtime and performs such work, that employee will rotate to the bottom of the list. In the case of exigent circumstances (i.e., employee illness, previously scheduled medical appointment, child care issues), an employee may seek relief from working the ordered overtime by finding an alternate employee to fulfill the overtime obligation; provided, however, the ordered employee shall be responsible for finding his/her replacement and notifying the supervisor who ordered the overtime. The ordered employee shall remain at the top the compulsory overtime list and will remain at the top of list until he/she fulfills the overtime obligation. An employee who fulfills another ordered employee's compulsory overtime obligation will rotate to the bottom of the compulsory overtime list.

Section 5. Compensatory Time

Employees may choose to accumulate compensatory time at the applicable rate. Such compensatory time may accumulate up to two hundred and forty (240) hours per year. After the maximum accumulation has been reached, overtime in excess of forty (40) hours in a workweek shall be paid in cash at the rate of one and one-half (1-1/2) times the employee's regular rate. All reasonable efforts will be made to accommodate an employee's request to utilize accumulated compensatory time off.

Section 6. Scheduling of Single Vacation Days, Personal/Sick Days and Compensatory Time

Provided the maximum number of employees permitted to be off on a single day, as described herein, has not been reached, an employee will be granted a single vacation day, personal/sick day or compensatory time off on a first come, first served basis. No more than three employees will be granted confirmed time off (including vacations, single vacation days, personal/sick days and compensatory time, but excluding FMLA and extended sick leave) for a specific day.

ARTICLE XXVII. **SUBCONTRACTING**

Section 1. General Policy

It is the general policy of the Employer to continue to utilize employees to perform work for which they are qualified to perform. The Employer reserves the right to contract out any work that it deems necessary in the interest of economy, improved work product or emergency.

Section 2. Notice and Discussion

Absent an emergency situation, prior to the Employer changing its policy involving the overall subcontracting of work in a bargaining unit area, when such change amounts to a significant deviation from past practice resulting in loss of work of bargaining unit employees, the Employer shall notify the Union and offer the Union an opportunity to discuss and participate in considerations over the desirability of such subcontracting of work, including means by which to minimize the impact of such on employees.

Prior to subcontracting of bargaining unit work, the Employer, the Union, and the proposed sub-contractor shall meet to discuss the employment of employees subject to layoff. The Employer will request that the sub-contractor hire laid off employees.

ARTICLE XXVIII. **MANAGEMENT**

Except as specifically limited by the express provisions of this Agreement, the Employer retains traditional rights to manage all affairs of the Sheriff's Office, as well as those rights set forth in the Illinois Public Labor Relations Act. Such management rights shall include but are not limited to the following:

- a. To plan, direct, control and determine all operations and services of the County Sheriff's Office;
- b. To supervise and direct employees;
- c. To establish the qualifications for employment and to decide which applicants will be employed;
- d. To establish reasonable work rules and work schedules and to assign work as the Employer deems necessary. Such work rules and schedule shall be posted in a place and manner as mutually agreeable to the Employer and the Union;
- e. To hire, promote, demote, transfer, schedule and assign employees to positions and to create, combine, modify and eliminate positions within the County Sheriff's Office;
- f. To suspend, discharge and take such other disciplinary action against employees for just cause (probationary employees with cause);

- g. To establish reasonable work and productivity standards and, from time to time, amend such standards;
- h. To layoff employees;
- i. To maintain efficiency of County Sheriff's Office operations and services;
- j. To determine methods, means, organization and number of personnel by which such operations and services shall be provided;
- k. To take whatever action is necessary to comply with all applicable state and federal laws;
- l. To change or eliminate methods, equipment and facilities for the improvement of operations;
- m. To determine the kinds and amounts of services to be performed as it pertains to operations and the number and kind of Classifications to perform such services;
- n. To contract out for goods and/or services;
- o. To take whatever action is necessary to carry out the functions of the County Sheriff's Office in emergency situations.

ARTICLE XXIX.
COMPLETE AGREEMENT AND MAINTENACE OF STANDARDS

Section 1. Complete Agreement

The parties acknowledge that during the negotiations which preceded this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining. The understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Except as otherwise provided in this Agreement, the Employer and the Union, for life of this Agreement, each voluntarily and unqualifiedly waive the right, and each agrees that the other shall not be obligated to bargain collectively with respect to:

- a. any subject matter or matter specifically referred to or covered in this Agreement; and
- b. subjects or matters that arose as a result of the parties' proposals during bargaining but which were not agreed to.

Section 2. Maintenance of Standards

The Employer agrees that if during the term of this Agreement, it enters into any new agreement with any union or employee group considered to be a county department providing for increased fringe benefits greater than those provided herein (fringe benefits are defined as health

and life insurance, and tuition reimbursement) the Employer shall notify the Union and upon request negotiate with the Union concerning the application of the fringe benefit to the bargaining units. However, it is the intent of the Employer not to provide such increased fringe benefit to other union or County Departments without making the same provisions available to the bargaining units.

ARTICLE XXX. **DURATION**

This Agreement shall be effective and shall continue in full force and effect until November 30, 2021, and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2021 either party gives written notice to the other of its intention to amend this Agreement. In the event that such notice is given, negotiations shall begin as soon as practicable thereafter. This Agreement shall remain in full force and be effective during the period of negotiations.

ARTICLE XXXI. **TERMINATION**

This Agreement shall be effective and continue in full force and effect until midnight November 30, 2021 and thereafter from year to year, unless not more than ninety (90) days, but not less than sixty (60) days prior to November 30, 2021 or any subsequent November 30 either party gives written notice to the other of its intention to amend or terminate this Agreement.

In the event that either party desires to terminate this Agreement, written notice must be given to the other party not less than ten (10) days prior to the desired termination date which shall not be before the anniversary date set forth in the preceding paragraph. The agreement shall remain in force during the term of re-negotiations unless terminated by above appropriate written notice.

IN WITNESS THEREOF, the parties hereto have set their hands this _____ day of _____, 2020.

FOR THE EMPLOYER:

Ronald Hain
Sheriff of Kane County

Christopher J. Lauzen
Chairman, Kane County Board

FOR THE UNION:

Local President

APPENDIX A
COURT SECURITY SENIORITY LIST

Officers FT					
1.Madigan, Sandra	284	090898		1254	19980182
2.Meeters, Steve	290	032299		1259	19990068
3.Nelms, Shirley	260	012604		1421	20040021
4.Fisher, Linda	278	031405		1459	20050058
5.Gabrielson, Matt	268	092605		1493	20050213
6.Anzelone, Joe	282	110105		1495	20050238
7.Hayes, Paul	253	051208		1593	20080074
8.Webster, Bill	283	100912		1667	20120086
9.Johnston, Jim	297	022513		1671	20130020
10.Piszczek, Russell	251	123013		1687	20130175
11.Wyatt, Tyler	277	073014		1701	20140092
12.Niles, Wesley	299	032116	101315	1718	20150122
13.Beck, Zachary	296	062617		1771	20170697
14.Puckett, Corliss	271	100318		1805	20180397
15.Burnette, Jeffery	254	032519		1821	20170704
16.Albert, Chloe	256	090319		1847	20190030
17.Irizarry, Jon	269	093019		1758	20170007
18.Franz, Hamilton	262	100719		1861	20190187
19.Katsuleas, Jason	276	100719		1862	20190186
20.Quintana, Samantha	280	100719		1863	20190185
21.Martino, Mark	273	101519		1870	20190191
22.Ben Baker	257	123019		1878	20200003
23.David Hutchinson	263	123019		1877	20200005
24.Justin Collins	265	021020		1879	20200035
25.Stephanie Wehner	252	070620		1843	20190141
26. Katie Huber	291	081020		1991	2020
Officers PT					
1.Hammond, John	279	120516	102813	1683	20130144
2.Jackson, Kevin	274	030617		1166	19910025
3.Eisenman, Francisco	258	090817		1161	19910023
4.West, Desiree	288	010319		1810	20190003
5.Grimes, John	298	011419		1073	19870003
6.Seidelman, James	289	032519		1107	19970180
7.Snisko, Ray	293	032519		1822	20190078
8.Vanscoit, Ernest	266	090919		1849	20190174
9.Granias, Margaret	250	082420	020419		

APPENDIX B

WAGES

Effective as of December 1, 2017, all full-time employees will be paid in accordance with the following wage schedule based on their years of service. Part-time employees will start at the five-year hourly rate for the applicable fiscal year.

Step Schedule for Court Security Officers

New Step Schedule Beginning 12/1/2017 To Be Used As Base Before Wage Increases			2.00%		2.00%		2.00%		2.00%	
			12/1/2017	Hourly	12/1/2018	Hourly	12/1/2019	Hourly	12/1/2020	Hourly
Starting	32,698	15.72	33,352	16.03	34,019	16.36	34,699	16.68	35,393	17.02
Completion of year 1	34,771	16.72	35,466	17.05	36,175	17.39	36,899	17.74	37,637	18.09
Completion of year 2	36,983	17.78	37,723	18.14	38,477	18.50	39,247	18.87	40,032	19.25
Completion of year 3	37,741	18.14	38,496	18.51	39,266	18.88	40,051	19.26	40,852	19.64
Completion of year 4	38,499	18.51	39,269	18.88	40,054	19.26	40,855	19.64	41,672	20.03
Completion of year 5	39,256	18.87	40,041	19.25	40,842	19.64	41,659	20.03	42,492	20.43
Completion of year 6	40,014	19.24	40,814	19.62	41,630	20.01	42,463	20.41	43,312	20.82
Completion of year 7 or more	41,527	19.96	42,358	20.36	43,205	20.77	44,069	21.19	44,950	21.61

If an employee is currently being paid more than the above schedule provides, that employee will maintain his/her current rate of pay until he/she reaches the next step on the wage schedule.

APPENDIX C **DRUG AND ALCOHOL TESTING**

Section 1. Statement of Policy

It is the policy of the Employer that the public has a reasonable right to expect the employees of the Sheriff's Office to be free from the effects of drugs and alcohol and have the physical stamina and emotional stability to perform their assigned duties. The Employer has the right to expect its employees to report for work fit and able for duty. The purposes of this policy shall be achieved in such manner as not to violate any rights of the employees established in this Agreement.

Section 2. Prohibitions

Unless assigned to an investigative unit which requires the conduct set forth below, Sheriff employees shall be prohibited from:

- a. being under the influence of alcohol or illegal or illegally obtained drugs during the course of their workday;
- b. consuming or possessing alcohol, except as may be necessary in the performance of their duty, at any time during the workday, or anywhere on the Employer's premises or work sites, buildings or properties or any vehicle owned by the employer or any vehicle not owned by the Employer but used in service to the Employer;
- c. the unlawful manufacture, possession, use, sale, purchase, dispensation, or delivery of any illegal drug at any time and at any place except as may be necessary in the performance of duty;
- d. failing to report to their supervisor any adverse side effects of medication or prescription drugs that the employee knows could interfere with the performance of his or her job duties;
- e. intentionally tampering with, substituting for, or causing another person to tamper with, substitute for a urine and/or blood specimen.

Violation of the above-referenced prohibitions shall be cause for discipline, up to and including discharge.

Section 3. Drug and Alcohol Testing Permitted

Testing is permitted where the Employer has reasonable suspicion to believe.

- a. that an employee is under the influence of alcohol or illegal drugs during the course of the workday;
- b. has abused prescribed drugs; or

- c. has used illegal or illegally obtained drugs.
- d. employee appears to be unable to perform his/her job safely.

The Employer shall have the right to require the employee to submit to alcohol or drug testing as set forth in this Agreement. The Employer may also require an employee to randomly submit to alcohol or drug testing where the employee is assigned to a departmental drug enforcement group for a period of at least thirty (30) days and where such employee's duties are primarily related to drug enforcement. The Employer may require any employee accepting an assignment requiring a commercial driver's license to submit to alcohol or drug testing as may be permitted by law. At least two supervisory personnel must state their reasonable suspicions concerning an affected employee prior to any direction to submit the employee to the testing authorized herein. The foregoing shall not limit the right of the Employer to conduct any tests it may deem appropriate for persons seeking employment with the Sheriff's Office, transfer or upon promotion to another position within the Office.

Section 4. Order to Submit to Reasonable Suspicion Testing

At the time an employee is directed to submit to testing as authorized by this Agreement, the Employer shall provide the employee with oral notice briefly outlining the reasonable suspicion leading to the request. Within seventy-two (72) hours of the time an employee is ordered to submit to testing authorized by this Agreement, the Employer shall provide the employee and the Union with a written notice setting forth the facts and inferences which form the basis of the order to test. Refusal to submit to such test may subject the employee to discipline, but the employee's taking of the test shall not be construed as a waiver of any objection or rights that he may possess.

Section 5. Random Drug Testing

- a. All employees of this bargaining unit will be subject to Random Drug Testing. Such testing will be during an employee's regularly scheduled shift.
- b. Upon notification that an employee is scheduled for Random Drug Testing, such employee will appear at the required location specified for the drug testing. (See **Drug Testing Locations Appendix D**)
- c. The employee must appear at the required location during their regularly scheduled shift, but not later than 6 hours from the time they receive the notice.
- d. The employee will be required to show a photo identification card to the testing agency upon their arrival to verify their true identity before the testing procedure will begin. If the employee does not have a photo ID then the on duty supervisor will be required to go to the location and verify the identity of the employee.
- e. The random selection process shall be by computer generated numbers for each sworn officer of the department. Such computer generated program shall be performed by an outside contractor hired by the Employer after consultation with the Union. The outside contractor shall be one that specializes in such functions.

- f. The outside contractor shall not select more than four (4) Sheriff's employees from the computer generated list per month for random drug testing.
- g. The dates for said tests shall also be chosen at random by the same outside contractor. To maintain the security of the selection process, the contractor shall deal only with the Sheriff or, in the Sheriff's absence, a designee for purposes of notifying the Sheriff of testing dates and individuals selected. The list of selected member(s) shall be provided to the Union after the testing dates for the affected member(s).
- h. On the same day the employee has been given notice for testing, the Union representative will also be notified that the employee has been selected. The Union representative shall insure only those employees originally selected were actually tested. The Sheriff or designee shall assist the Union representative in understanding any discrepancies.
- i. Immediately after being ordered, refusal to report for testing shall constitute insubordination and will result in the imposition of statutory and departmental rules, regulations and procedures concerning the imposition of discipline.
- j. An employee who tests positive after a random drug test shall be subject to the same conditions as those who test positive under "reasonable suspicion" drug test and shall be subject to discipline for any violations of Section 2.
- k. The random selection of a member will not result in the member's name being removed from any future selection process.
- l. If an officer is selected for a random test, but is unavailable due to extenuating circumstances, no disciplinary action will be taken (e.g., in court, on a surveillance, engaged in a police activity that the employee is participating in such as a drug raid, hostage situation, etc.). The test will be administered as soon as practicable after the employee is available.

Section 6. Tests to be Conducted

In conducting the testing authorized by this Agreement, the Employer shall:

- a. use only a clinical laboratory or hospital facility that is licensed pursuant to the Illinois Clinical Laboratory Act that has or is capable of being accredited by the National Institute of Drug Abuse (NIDA) and Department of Transportation (DOT)
- b. select a laboratory or facility that conforms to all NIDA standards and DOT;
- c. establish a chain of custody procedure for both the sample collection and testing that will ensure the integrity of the identity of each sample and test result;

- d. collect a sufficient sample of the bodily fluid or material from an employee to allow for initial screening, a confirmatory test and a sufficient amount to be set aside reserved for later testing, if requested by the employee;
- e. collect samples in such a manner as to preserve the individual employee's right to privacy, ensure a high degree of security for the sample and its freedom from adulteration;
- f. confirm any sample that tests positive in the initial screening for drugs by re-testing the second portion of the same sample by gas chromatography mass spectrometry (GCMS) or an equivalent or better scientifically accurate and accepted method that provides quantitative data about the detected rug or drug metabolites;
- g. provide the tested employee with the opportunity to have an additional sample tested by a clinical laboratory or hospital facility of the employee's own choosing, at the employee's own expense; provided the employee notifies the Employer within seventy-two (72) hours of receiving the results of the tests;
- h. require that a laboratory or hospital facility report to the Employer that a blood or urine sample is positive only if both the initial screening and the confirmation tests are positive for a particular drug. The parties agree that should any information concerning such testing or the results thereof be obtained by the Employer inconsistent with the understandings expressed herein (e.g., billings for testing that reveal the nature or number of the tests administered), the Employer will not use such information in any manner or forum adverse to the employee's interest;
- i. require that with regard to drug testing, for the purpose of determining whether the employee is under the influence of drugs on a 5 panel drug test with test results higher than the following:

Amphetamines 1000ng/ml

Cocaine Metabolites 300ng/ml

Marijuana Metabolites 50ng/ml

Opiates 2000ng/ml

Phencyclidine 25ng/ml

those testing higher will be removed from safety sensitive positions.

- j. require that with regard to alcohol testing, for the purpose of determining whether the employee is under the influence of alcohol, test results showing an alcohol concentration of **.04** or more based upon the grams of alcohol per 100 milliliters of blood be considered positive (Note: the foregoing standard shall not preclude

the Employer from attempt to show that test results between **.02 and .04** demonstrate that the employee was under the influence, but the Employer shall bear the burden of proof in such cases); those testing .04 or higher, will be removed from safety sensitive positions.

- k. provide the employee tested with a copy of all information and reports received by the Employer in connection with the testing and the results;
- l. ensure that no employee is the subject of any adverse employment action except emergency temporary assignment or relief of duty during the pendency of any testing procedure. Any such emergency reassignment or relief from duty shall be immediately discontinued in the event of a negative test result.

Section 7. Right to Contest.

The Union or the employee, with or without the Union, shall have the right to file a grievance concerning any testing permitted by this Agreement, contesting the basis for the notice to submit to the tests, the right to test, the administration of the tests, significance and accuracy of the tests, the results or any other alleged violation of this Agreement. Such grievances shall be commenced at Step 2 of the Grievance Procedure. It is agreed that the parties in no way intend or have in any manner restricted, diminished or otherwise impaired any legal rights that employees may have with regard to such testing. Employees retain such rights as may exist and may pursue the same in their own discretion, with or without the assistance of the Union.

Section 8. Voluntary Requests for Assistance and Discipline

The Employer shall take no adverse employment action against any employee who voluntarily seeks treatment, counseling or other support for an alcohol or drug related problem, other than the Employer may require reassignment of the employee with pay if he is then unfit for duty in his current assignment. All such requests for assistance and/or referral to treatment shall remain confidential and any information received by the Employer concerning counseling, referral, and/or treatment shall not be used in any manner adverse to the employee's interest, except as described in this Agreement.

The foregoing is contingent upon:

- a. The alcohol or drug use at issue does not involve any illegal activity; and
- b. The employee agreeing to the appropriate treatment as determined by the physician(s) involved; and
- c. The employee discontinues his use of illegal drugs or abuse of alcohol; and
- d. The employee completes the course of treatment prescribed, including an "after-care" group for a period up to twenty-four (24) months; submits proof of completion; and

- e. The employee agrees to submit to random testing during hours of work during the period of "after-care."

Employees who do not agree to or who do not act in accordance with the foregoing, or test positive a second or subsequent time for the presence of illegal drugs or alcohol during hours of work shall be subject to discipline, up to and including discharge.

The foregoing shall not be construed as an obligation on the part of the Employer to retain an employee on active status throughout the period of rehabilitation if it is appropriately determined that the employee's current use of alcohol or drugs prevents such individual from performing his duties or whose continuance on active status would constitute a direct threat to the property or safety of others. Such employees shall use accumulated paid leave or take unpaid leave of absence, pending treatment.

APPENDIX D

DRUG TESTING LOCATIONS

Dreyer Medical Center
2500 West Fabyan Parkway
Batavia, IL 60510
8:00 a.m. to 5:00 p.m.
Monday through Friday

Dreyer Medical Clinic
Aurora West Plaza Location
2358 Sequoia Dr.
Aurora, IL 60506
7:00 a.m. to 8:00 a.m.

APPENDIX E
KANE COUNTY
UNION - HEALTH PLAN FEATURES

Plan Options		Effective
PPO	<p>Deductible: In Network (Ee/Fam) Out of Network (Ee/Fam)</p> <p>Out of Pocket: In Network (Ee/Fam) Out of Network (Ee/Fam)</p> <p>Co Pays: Physician Office Visits (<u>In Network</u>) Primary Care Specialist (<u>In Network</u>)</p>	\$750/\$2,250 \$1,500/\$4,500 \$2,750/\$8,250 \$5,500/\$14,250 \$30 \$50
HMO	<p>Out of Pocket: In Network (Ee/Fam) Out of Network (Ee/Fam)</p> <p>Co Pays: Physician Office Visits (<u>In Network</u>) Primary Care Specialist (<u>In Network</u>)</p>	\$1,500/\$3,000 N/A \$30 \$50
Rx	Generic Formulary Brand Non-Formulary Brand	\$10 \$40 \$60

Estimated Cost of Court Security Step Increases

	FY18	FY19	FY20	FY21	Total	Total FY18-FY20 for Budget Adjustment
New Step Increase Schedule	1,058,064	1,308,056	1,460,251	1,347,883	5,174,254	3,826,371
Original Step Increase Schedule	1,004,482	1,211,660	1,324,344	1,199,531	4,740,018	3,540,486
Increase in Wage Expense	53,582	96,396	135,907	148,352	434,236	285,885
FICA	4,099	7,374	10,397	11,349	33,219	21,870
IMRF	4,308	7,750	10,927	13,055	36,040	22,985
Total Cost of Change in Step Increases	61,989	111,520	157,231	172,756	503,495	330,740
Additional Uniform Allowance	7,800	7,200	5,400	5,400	25,800	20,400
FICA	597	551	413	413	1,974	1,561
Total Cost of Additional Uniform Allowance	8,397	7,751	5,813	5,813	27,774	21,961
Total Cost of CBA	70,386	119,271	163,044	178,569	531,269	352,701

KANE COUNTY BOARD
DRAINAGE DISTRICT APPOINTMENTS

September 2020

Big Rock Drainage District #2

(3-YEAR TERMS STAGGERED)

- Scott Herrmann – 49W197 Scott Road, Sugar Grove, IL (Expires 9/2023)

Plato Rutland Drainage District

(3-YEAR TERMS STAGGERED)

- Jon Peschke – 14N005 Reinking Road, Hampshire, IL (Expires 9/2023)

Rob Roy Drainage District

(3-YEAR TERMS STAGGERED)

- Bradley Sauer – P.O. Box 222, Sugar Grove, IL (Expires 9/2023)

Sugar Grove Drainage District #1

(3-YEAR TERMS STAGGERED)

- Scott Jesseman – 44W378 Wheeler Road, Sugar Grove, IL (Expires 9/2023)

Grand Prairie Sanitary District

(3-YEAR TERMS STAGGERED)

- Michael J. Ryan – PIN 11-02-376-027 (Mailing Address 125 E. 8th St, Hinsdale, IL 60521 (Expires 9/2023)



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 20 - 304

Settlement of a Claim (18WC15559)

Committee Flow: County Board

Contact: Caryn Minor, 630.444.1013

Budget Information:

Was this item budgeted? no	Appropriation Amount:
If not budgeted, explain funding source:	

Summary:

Settlement of a Claim (18WC15559)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 20 - 304

SETTLEMENT OF A CLAIM (18WC15559)

WHEREAS, the County desires to settle workers' compensation claim numbered 18WC15559.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the County Board is hereby authorized to execute any documents necessary to settle 18WC15559 with the following terms:

1. Payment of up to fifty-one thousand, ninety-seven dollars and fifty cents. (\$51,097.50)

Passed by the Kane County Board on September 8, 2020.

John A. Cunningham
Clerk, County Board
Kane County, Illinois

Christopher J. Lauzen
Chairman, County Board
Kane County, Illinois

Vote:

[Unanimous]

20-09 Settlement of Claim 18WC15559