



KANE COUNTY
COUNTY BOARD
TUESDAY, OCTOBER 9, 2018

County Board Room

Agenda

9:45 AM

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

1. CALL TO ORDER
2. ROLL CALL
3. PLEDGE OF ALLEGIANCE & PRAYER
4. APPROVAL OF MINUTES: September 11, 2018
5. NEW AND UNFINISHED BUSINESS

A. PRESENTATIONS/DISCUSSION

- #18 - 361 Recognizing October as Home and Community Education Month
- Chairman's Short Program

B. SPEAKERS (Agenda and Non-Agenda Items)

C. ZONING PETITIONS

Petition #4463

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

VIRGIL TOWNSHIP

James Peterson, et ux

49W865 Peterson Road, Section 17, 07-17-100-006

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

None

Regional Planning Comm.: N/A

Zoning Board: Approval

Development Committee: Approval

Petition #4468

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ELGIN TOWNSHIP

Jeff Crittenden

13N199 Wedgewood Drive, Section 6, Elgin Township (06-06-328-041 & 06-06-328-042)

Rezoning from F-District Farming to E-1 District Estate Residential

Rural Residential

None

Regional Planning Comm.: N/A

Zoning Board of Appeals: Approval noting unique access issues

Development Committee: Approval

Petition #4469

Petitioner:

Location:

Proposed:

BLACKBERRY TOWNSHIP

Ronald Wozniak, et ux

40W254 Tanner Road, Section 35, Blackberry Township (11-35-451-018)

Rezoning from F-1 District Rural Residential to F-2 District – Agricultural related sales, service processing, research,

2040 Plan: warehouse and marketing with a Special Use for a tree nursery and landscaping services business
 Objectors: Existing Public Open Space
 Recommendations: Neighboring property owner
Regional Planning Comm.: N/A
Zoning Board: Approval
Development Committee: Approval

D. RESOLUTIONS/ORDINANCES

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

Administration

#18 - 362 Authorizing Contract Addendum with Paymentus

Executive

#18 - 363 Authorizing the Transfer of Payroll Oversight from Human Resources to Finance/Accounting and of a Corresponding Budget Adjustment

#18 - 364 Approving the FY19 Draft Budget to be Placed on Public Display

#18 - 365 Authorizing Certain Actions Relative to the Tax Agent

Finance/Budget

#18 - 366 Authorizing Kane County & Mill Creek Electrical Services Contract Extension

#18 - 367 Authorizing Contract Amendment with Tyler Technologies, Inc. - Public Safety Software System

#18 - 368 Authorizing a Contract for Kane County Snow Plowing Services

#18 - 369 Authorizing a Contract for Project Work for Tyler Court Case Management System

#18 - 370 Approving the 2019 Monthly Health and Dental Contribution Schedule

#18 - 371 Authorizing Personnel Replacement Hiring Kane County Supervisor of Assessments Data Specialist

#18 - 372 Authorizing Kane County to Adopt and the Kane County Recorder to Implement a Predictable Recording Fee Schedule

#18 - 373 Approving August 2018 Payment of Claims

#18 - 374 Authorizing the Purchase of Gasoline and Diesel Fuel for the Division of Transportation, Sheriff's Office, and Other Intergovernmental Agencies (Bid 40-018)

#18 - 375 Authorizing FY18 Budget Adjustment for the Tax Sale & Error Transfer to the General Fund

- #18 - 376 Authorizing Fiscal 2017 Year End Budget Allocation
- #18 - 377 Authorizing a Contract Renewal for Audit Services
- #18 - 378 Authorizing Intergovernmental Agreement Between Kane County and Saint Charles Township

Human Services

- #18 - 379 Approving the Kane County Lactation Accommodation Policy

Judicial/Public Safety

- #18 - 380 Authorizing Renewal and Amendment No. 4 to Intergovernmental Agreement Between the County of Kane and the Child Advocacy Center of Kane County and the Board of Trustees of the University of Illinois

Public Health

- #18 - 381 Authorizing FY18 Emergency Management Program Grant for the Office of Emergency Management

Public Service

- #18 - 382 Honoring Chief Deputy Clerk Susan Ericson

Transportation

- #18 - 383 Approving Adopt-A-Highway Program Applicants
- #18 - 384 Approving a Supplemental Appropriation for Walker Road over Burlington Creek, Kane County Section No. 08-00133-01-BR
- #18 - 385 Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction, Kirk Road Highway Safety Improvement Project, Kane County Section No. 16-00477-00-SP
- #18 - 386 Approving an On-Call Environmental Engineering Services Agreement with Huff & Huff, Incorporated of Oak Brook, Illinois, Kane County Section No. 18-00496-00-EG
- #18 - 387 Approving a Phase I/II Engineering Services Agreement With Burns & McDonnell of Chicago, Illinois for Burlington Road at Bolcum Road Intersection Improvement, Kane County Section No. 18-00497-00-CH
- #18 - 388 Approving Supplemental Appropriation for FY 2018 County Maintenance MFT Kane County Section No. 18-00000-00-GM
- #18 - 389 Approving a Phase I/II Engineering Services Agreement with HR Green, Inc. of Aurora, Illinois for Kirk Road at Dunham Road Intersection Improvement, Kane County Section No. 18-00503-00-CH

- #18 - 390 Approving a Phase III Engineering Services Agreement with Thomas Engineering Group, LLC for Longmeadow Parkway Bridge Corridor Section C-1, Kane County Section No. 13-00215-20-BR
- #18 - 391 Approving Amendment No. 1 to an Agreement with WBK Engineering, LLC for On-Call Utility Permit Review Services, Kane County Section No. 18-00492-00-EG
- #18 - 392 Approving a Pole Agreement for the Kane County Code Regarding Wireless Telecommunication Facilities in County Rights of Way
- #18 - 393 Approving a Rating Agency Agreement with S&P Global Ratings of Chicago, Illinois for Longmeadow Parkway Toll Bridge Revenue Bonds

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

- #18 - 394 Approving an Ordinance Providing for the Issue of Not to Exceed \$29,000,000 Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of The County of Kane, Illinois, for the Purpose of Constructing a Toll Bridge, the Pledge of Toll Bridge Revenues and, to Enhance the Security for Said Bonds, Regional Transportation Authority Sales Tax Revenues, to the Payment of Principal and Interest on Said Bonds and for the Sale of Said Bonds to Citigroup Global Markets Inc., Authorizing the Execution and Delivery of Trust Indentures in Connection Therewith and Providing for Payment of Said Bonds and Authorizing Certain Other Matters
- #18 - 395 Authorization to Include an Increase for New Construction in the 2019 General Fund Property Tax Budget

6. EXECUTIVE SESSION
7. Settlement of Claim No. 17 CV 8447
8. Settlement of Claim No. 18 CV 2231
9. Settlement of Claim No. 17 CV 5819
10. ADJOURNMENT TO TUESDAY, NOVEMBER 13, 2018



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 361

Recognizing October as Home and Community Education Month

Committee Flow: County Board

Contact: Christie Duffy, 630.232.5930

Budget Information:

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

Summary:

October is Home and Community Education Month. The Kane County Association for Home & Community Education is based at the University Extension in St. Charles.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 361

RECOGNIZING OCTOBER AS HOME AND COMMUNITY EDUCATION MONTH

WHEREAS, Illinois Association for Home and Community Education was organized under the name Illinois Home Bureau Federation for the purpose of improving rural living and family and community life; and

WHEREAS, Illinois Association for Home and Community Education was initiated in July, 1915; an Advisor was hired by the University of Illinois to develop a home improvement association. Kane County joined this University of Illinois Extension program 100 years ago in 1918; and

WHEREAS, Illinois Association for Home and Community Education evolved from Kane County Home Bureau Federation to Kane County Homemakers Education Association to the 2008 change, Kane County Association for Home and Community Education; and

WHEREAS, Kane County Association for Home and Community Education is based at the University of Illinois Extension, 535 Randall Road, St. Charles, Illinois; and

WHEREAS, Kane County Association for Home and Community Education is dedicated to addressing the issues of community outreach, cultural enrichment, family living, international study, public relations and community involvement for the entire population of Kane County, regardless of race, color, national origin, sex, age or creed.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board wishes to recognize October as Home and Community Education Month and bestows heartfelt congratulations to the Kane County Association for Home and Community Education on their 100th Anniversary.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Rec.-HCE



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4463: James Peterson, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4463

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

VIRGIL TOWNSHIP

James Peterson, et ux

49W865 Peterson Road, Section 17, 07-17-100-006

Rezoning from F-District Farming to F-1 District Rural Residential

Agricultural

None

Regional Planning Comm.: N/A

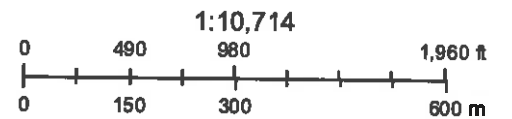
Zoning Board: Approval

Development Committee: Approval

Map Title



September 12, 2018



GIS-Technologies

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.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4463
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That the portion of the following described property is hereby rezoned and reclassified from F-District Farming to F-1 District Rural Residential:

That part of the Northwest Quarter of Section 17, Township 40 North, Range 6 East of the 3rd Principal Meridian described as follows: beginning at a point on the North line of said Section, 553.6 feet Easterly of, as measured along said North line, the Northwest Quarter of said Section; thence Southerly at an angle of 90°50'20" measured counterclockwise from said North line 619.66 feet; thence Southeasterly at an angle of 138°12'46" measured clockwise from the last described course 138.63 feet; thence Easterly parallel with said North line, at an angle of 132°37'34" measured clockwise from the last described course 110.00 feet; thence Northerly at Right angle to the last described course 178.0 feet; thence Westerly at Right angle to the last described course 175.0 feet; thence Northerly, at an angle of 90°50'20" measured counterclockwise from the last described course, 543.66 feet to the North line of said Section; thence Westerly along said North line 30.0 feet to the point of beginning. The property is located at 49W865 Peterson Road.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) 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 October 9, 2018.

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

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



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4468: Jeff Crittenden

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4468

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

ELGIN TOWNSHIP

Jeff Crittenden

13N199 Wedgewood Drive, Section 6, Elgin Township (06-06-328-041 & 06-06-328-042)

Rezoning from F-District Farming to E-1 District Estate Residential Rural Residential

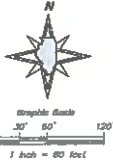
None

Regional Planning Comm.: N/A

Zoning Board of Appeals: Approval noting unique access issues

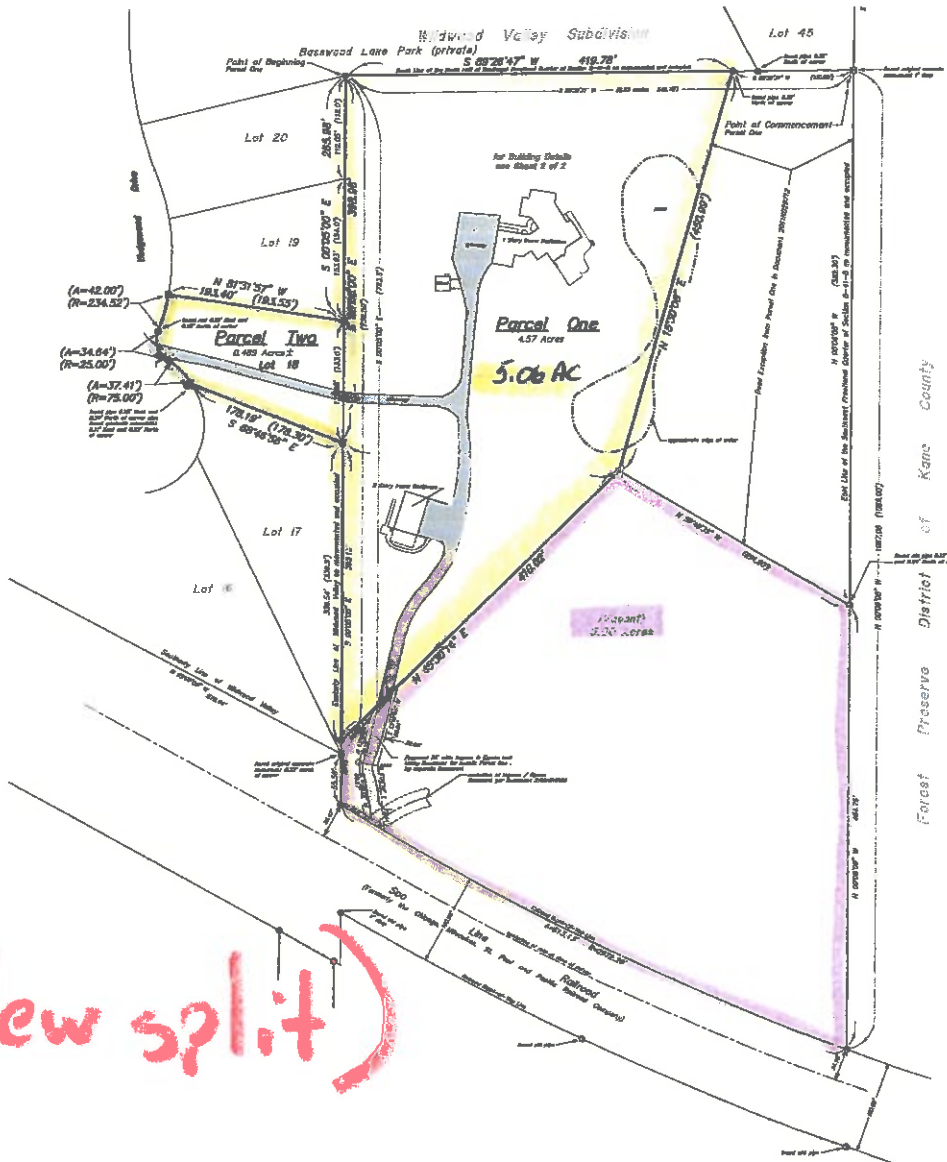
Development Committee: Approval

Plat of Survey of Part of the Southwest Fractional Quarter of Section 6-41-8 City of Elgin, Kane County, Illinois



Legend

- Indicates easement easement
- Indicates iron spike
- Indicates rebar spike
- Indicates light standard
- Indicates utility pole
- Indicates telephone pole
- Indicates utility pole
- Indicates utility pole
- Indicates utility pole
- Indicates utility pole
- Indicates utility pole
- Indicates utility pole



Surveyor's Notes

A Title Commitment was not furnished in Johnson - Western Surveying, L.L.C. for use in preparation for this plat. Therefore, easements, encumbrances and/or other matters may affect the subject property.

State of Illinois as per Revised GPS Network.

Wildwood Valley Subdivision recorded as Document 2011K02712 on February 3, 2011 in Plat Book 48 on pages 20 and 21.

This plat is not valid without the Surveyor's original signature and seal.

Parcel and Easement protected using Documents 2011K02712, 2004K081446 and 2015K026152.

Current Address 13089 Wildwood Drive, Elgin, Illinois

Parcel Identification Number: 08-09-200-025

Survey date obtained September 14, 2015, June 24, 2016 and December 20, 2016.

(New split)

State of Illinois) This is to certify that I, Carol Sweet-Johnson, an Illinois Professional Land Surveyor of
County of Kane) Johnson-Western Surveying, L.L.C. (Illinois Professional Design Firm No. 08-005018),
have surveyed and located the improvements described as follows:

Parcel One: That part of the Southwest Fractional Quarter of Section 6, Township 41 North, Range 8 East of the Third Principal Meridian described as follows: Commencing at the Northeast corner of the South Half of said Southwest Fractional Quarter also being a Southeastern corner of Wildwood Valley Subdivision; thence South 89 degrees 25 minutes 23 seconds West along the North Line of the South Half of said Fractional Quarter, also being a Southern Line of Wildwood Valley Subdivision, a distance of 846.78 feet (2.33 chains) to the Point of Beginning; thence South 00 degrees 05 minutes 00 seconds East along an Easement Line of Wildwood Valley Subdivision and Southern extension thereof, a distance of 723.25 feet; thence North 45 degrees 30 minutes 14 seconds East, a distance of 418.02 feet to the Southwest corner of Deed Exception in Parcel One from Document 2011K02712; thence North 15 degrees 30 minutes 08 seconds East along the West Line of said Exception, a distance of 450.89 feet to a Point in the North Line of the South Half of said Southwest Fractional Quarter being 132.00 feet Westerly of the Northeast corner of the South Half of said Southwest Fractional Quarter; thence South 89 degrees 25 minutes 23 seconds West along said North Line, a distance of 418.78 feet to the Point of Beginning, Elgin Township, Kane County, Illinois, and containing 4.57 acres more or less as shown by the plot hereon drawn which is a correct representation of said survey and exhibit. All distances are given in feet and decimal parts thereof.

Parcel Two: Lot 18 in Wildwood Valley Subdivision, Elgin Township, Kane County, Illinois, and containing 0.499 acres more or less as shown by the plot hereon drawn which is a correct representation of said survey and exhibit. All distances are given in feet and decimal parts thereof.

Dated at Geneva, Illinois, July 26 2018.

Carol Sweet-Johnson
Illinois Professional Land Surveyor No. 3342
License Expiration Date: November 30, 2018



Prepared by:
Johnson - Western Surveying, L.L.C.
A Surveying Firm
1000 West State Street, Suite 207
Geneva, Illinois 60134
(630) 665-3168 (630) 715-0859 Cell
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Sheet 1 of 2

Plot No./Plat No.: L/J	T-S-R: 8-41-8
File Name: 2018-201 CAD1 East North	Drawn by: RJZ
Surveyor: Projects/2018-801	Job No.: 2018-201

Ordered by & Prepared for:
Jeff Christensen

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4468
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That the following described property is hereby rezoned and reclassified from F-District Farming to E-1 District Estate Residential:

North Parcel: That part of the Southwest Fractional Quarter of Section 6, Township 41 North, Range 8 East of the 3rd Principal Meridian described as follows: Commencing at the Northeast corner of the South half of said Southwest Fractional Quarter also being a Southeasterly corner of Wildwood Valley Subdivision; thence South 89°25'23" West along the North line of the South half of said Fractional Quarter also being a Southerly line of Wildwood Valley Subdivision, a distance of 549.78 feet (8.33 chains) to the point of beginning; thence South 00°05'00" East along on Easterly line of Wildwood Valley Subdivision and Southerly extension thereof, a distance of 723.5 feet; thence North 45°30'14" East, a distance of 418.02 feet to the Southwest corner of Deed exception in Parcel One from Document 2011K029712; thence North 15°30'08" East along the West line of said exception, a distance of 450.99 feet to a point in the North line of the South half of said Southwest Fractional Quarter being 130.00 feet Westerly of the Northeast corner of the South half of said Southwest Fractional Quarter; thence South 89°25'23" West along said North line a distance of 419.78 feet to the point of beginning, Elgin Township, Kane County, Illinois. South Parcel: That part of the Southwest Fractional Quarter of Section 6, Township 41 North, Range 8 East of the 3rd Principal Meridian described as follows: Commencing at the Northeast corner of the South half of said Southwest Fractional Quarter also being a Southeasterly corner of Wildwood Valley Subdivision; thence South 89°25'23" West along the North line of the South half of said Fractional Quarter also being a Southerly line of Wildwood Valley Subdivision, a distance of 549.78 feet (8.33 chains); thence South 00°05'00" East along a Easterly line of Wildwood Valley Subdivision and the Southerly extension thereof, a distance of 794.09 feet, to the Northerly right-of-way line of the Soo Line Railroad, formerly the Chicago, Milwaukee, St. Paul and Pacific Railroad Company, for a point of beginning; thence Southeasterly along said Northerly right-of-way line, an arc distance of 613.13 feet to the East line of said Southwest Fractional Quarter to a point being South 00°06'08" East along said East line, a distance of 1067.06 feet from the point of commencement; thence North 00°06'08" West along said East line, a distance of 484.76 feet to the Southeast corner of Deed Exception in Parcel One from document 2011K029712; thence North 59°47'49" West along the Southerly line of said Exception to the Southwest corner thereof, a distance of 291.00 feet; thence South 45°30'14" West, a distance of 418.02 feet to an Easterly line of Wildwood Valley Subdivision; thence South 00°05'00" East along an Easterly line of Wildwood Valley Subdivision and the Southerly extension thereof, 70.59 feet to the point of beginning, Elgin Township, Kane County, Illinois. The property is located at 13N199 Wedgewood Drive.

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) 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 October 9, 2018.

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

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



ZONING PETITION EXECUTIVE SUMMARY

PETITION NO. 4469: Ronald Wozniak, et ux

Committee Flow: County Development Committee, County Board
Contact: Keith Berkhout, 630.232.3495, Zoning Planner, Development Department

Summary:

Petition #4469

Petitioner:

Location:

Proposed:

2040 Plan:

Objectors:

Recommendations:

BLACKBERRY TOWNSHIP

Ronald Wozniak, et ux

40W254 Tanner Road, Section 35, Blackberry Township (11-35-451-018)

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

Existing Public Open Space

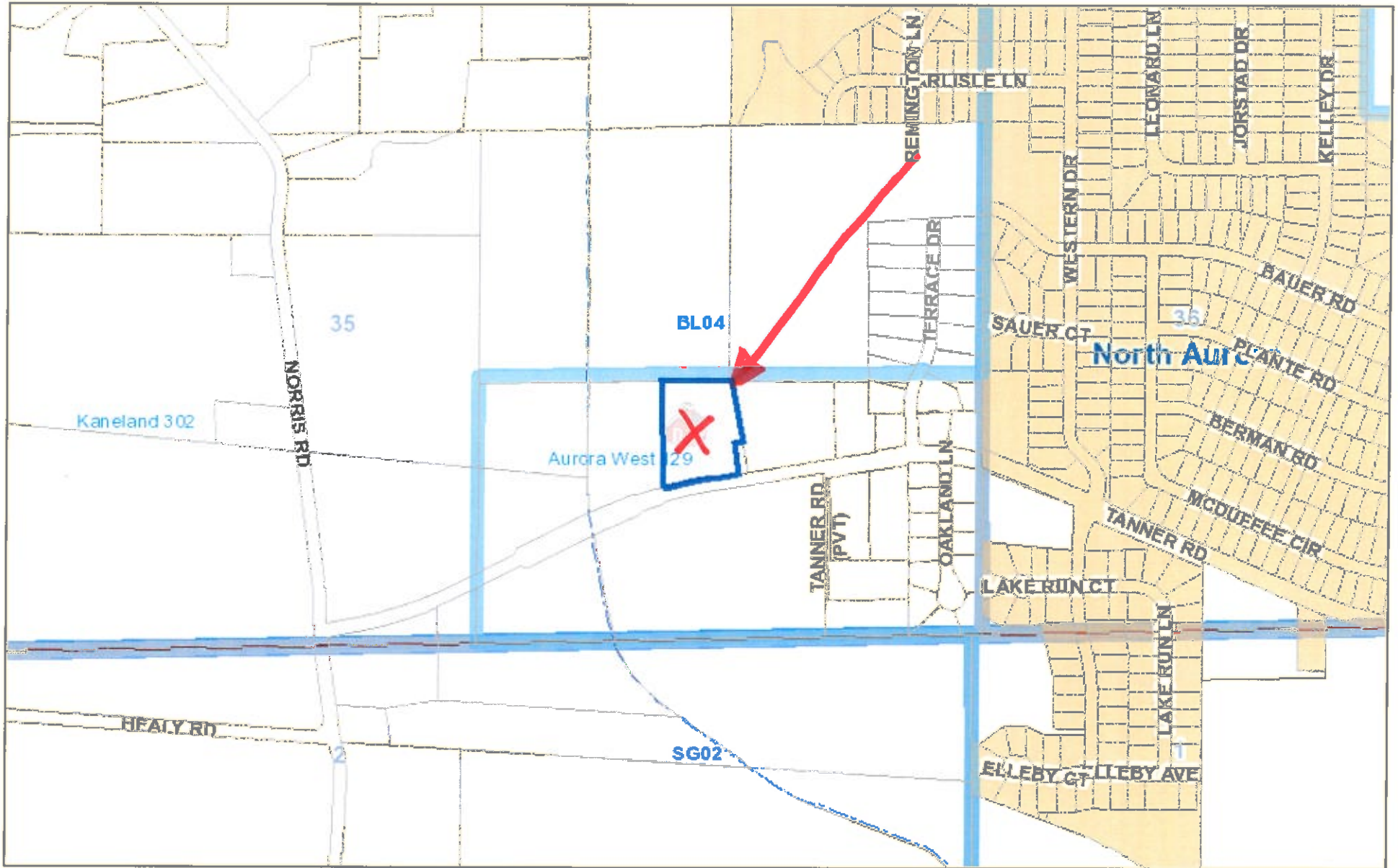
Neighboring property owner

Regional Planning Comm.: N/A

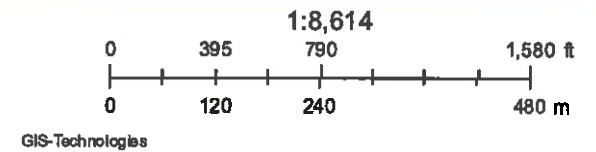
Zoning Board: Approval

Development Committee: Approval

11-35-451-018



September 14, 2018



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.

STATE OF ILLINOIS

COUNTY OF KANE

PETITION NO. 4469
ORDINANCE AMENDING THE
ZONING ORDINANCE OF KANE COUNTY, ILLINOIS

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

- 1) That the following described property is hereby rezoned and reclassified from F-District Farming to F-2 District – Agricultural related sales, service, processing, research, warehouse and marketing; with a Special Use for a tree nursery and landscape services business on the following described property:

That part of the South half of the Southeast Quarter of Section 35, Township 39 North, Range 7 East of the 3rd Principal Meridian described as follows: Commencing at the Southeast corner of the Northwest Quarter of said Southeast Quarter; thence Easterly along the North line of said South half of the Southeast Quarter 25.27 feet to the point of beginning; thence Southeasterly, at an angle of 100°30'34", measured counterclockwise from the last described course, 316.40 feet; thence Westerly at an angle of 88°07'45", measured counterclockwise from the last described course, 60.46 feet; thence Southeasterly at an angle of 90°53'16", measured clockwise from the last described course, 200.00 feet to a point on the centerline of Tanner Road that is 448.00 feet West of, as measured along said centerline, the Northerly extension of the West line of Konen Woods subdivision; thence Southwesterly along said centerline at an angle of 90°53'16", measured counterclockwise from the last described course, 183.63 feet; thence continuing Southwesterly along said centerline 215.50 feet on the arc of a curve to the Left, having a radius of 2043.93 feet; said arc forming a chord that measures 176°58'47", measured clockwise from the last described course; thence Northerly at an angle of 80°02'30", measured counterclockwise from said chord, 589.71 feet to said North line; thence Easterly along said North line at an angle of 88°17'57", measured counterclockwise from the last described course, 385.09 feet to the point of beginning, containing 5.04 acres, all in Blackberry Township, Kane County, Illinois to be rezoned to F-2 for an agriculturally related tree nursery and landscape services Special Use except for that portion of Parcel One consisting of a 1.05 acre parcel of 45,900 square feet measuring 170.00 feet by 270.00 feet as identified on the submitted site plan which shall be zoned F-1 District Rural Residential. The property is located at 40W254 Tanner Road

- 2) That the zoning maps of Kane County, Illinois be amended accordingly.
- 3) 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 October 9, 2018.

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

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



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 362

Authorizing Contract Addendum with Paymentus

Committee Flow: Administration Committee, Executive Committee, County Board

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:

Due to National Automated Clearinghouse Association regulations, we need to update our Master Services Agreement with Paymentus, the payment processor used by CityView users, to note various responsibilities of the ACH Originator (Kane County) and the 3d Party Sender (Paymentus).

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 362

AUTHORIZING CONTRACT ADDENDUM WITH PAYMENTUS

WHEREAS, Kane County has a Master Service Agreement with Paymentus who processes credit/debit card and ACH transactions for those departments using the CityView software system; and

WHEREAS, Paymentus has informed Kane County of the need to sign an ACH Origination Addendum to meet National Automated Clearinghouse Association Rules which Addendum specifies the obligations of Paymentus and Kane County.

NOW, THEREFORE, BE IT RESOLVED that the Chairman of the Kane County Board is hereby authorized to enter into the ACH Origination Addendum on behalf of Kane County with Paymentus Corporation.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Paymentus ACH Agreement

ACH ORIGATION ADDENDUM

This ACH Origination Addendum (“Addendum”) is entered into as of _____ by and between _____ (“you”) and **Paymentus Corporation**, a Delaware corporation (“us”).

This Addendum applies if you have a Master Services Agreement or any other agreement with us (including for this purpose, any affiliate) and we currently or in the future process Automated Clearinghouse (“ACH” or “e-check”) transactions for you. This Addendum highlights those additional terms that apply to our processing of ACH transactions for you. Unless otherwise defined in this Addendum, capitalized terms in this Addendum have the meanings set forth in the Master Services Agreement or as defined in the NACHA Operating Rules (as defined below).

The ACH network is controlled and managed by the National Automated Clearinghouse Association (“NACHA”) and its member organizations and is governed by certain operating rules (“Rules”). The Rules require that all Originators (like you), and Third-Party Senders (like us) must be bound to the Rules. You are authorizing us to submit ACH debit and credit entries on your behalf. As an Originator of debit and credit entries, you accept the obligations as defined in the Rules insofar as you perform the functions identified in the Rules. We further accept our obligations as a Third-Party Sender insofar as we perform the functions identified in the Rules for you.

Depending on the circumstances, either you or we will obtain your customers’ consent to debit or credit their bank account. The consents will be in the form and manner that complies with the Rules. If authorizations were obtained prior to your agreement with us (and/or from another Third-Party Sender or Third-Party Service Provider), you agree to retain proof of this consent and provide it to us upon request within five (5) business days. If a customer has stopped payment or revoked authorization for a transaction, you agree not to reinitiate this payment until a new authorization is obtained from the customer.

You acknowledge that ACH entries may not be initiated that violate the laws of the United States. You may not, and may not attempt to (and we will not and will not attempt to on your behalf) send or receive funds to or from a person, entity, or state where such transactions are prohibited by applicable law and will not initiate transactions on behalf of another person or entity for which you are not the ultimate beneficiary.

You acknowledge that we have a responsibility to monitor and review your ACH originated activity for compliance with this Addendum, the Rules and applicable laws, regulations and orders as well as for security, legal, fraud and any other legitimate purpose as permitted by law. This includes the right to review your records and you agree to provide access to any information reasonably requested in connection with any review. If you are found to have breached any term of this Addendum or the Rules, we may terminate or suspend this Addendum by giving you written notice, which will be effective immediately.

NACHA may amend the Rules at any time, and we may amend this Addendum or make changes to Services as necessary to comply with the Rules. If we make those changes, we will provide you with a copy of the amended Addendum or a description of the Services changes, which in either case will be effective when we make it available to you.

Signed By: _____



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 363

Authorizing the Transfer of Payroll Oversight from Human Resources to Finance/Accounting and of a Corresponding Budget Adjustment

Committee Flow: Executive Committee, County Board

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? No	Appropriation Amount: \$17,328
If not budgeted, explain funding source: Remaining FY18 Budget being moved from HR to Finance Department.	

Summary:

This resolution authorizes the change of oversight of Payroll and Payroll personnel from the Executive Director of Human Resources to the Executive Director of Finance.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 363

AUTHORIZING THE TRANSFER OF PAYROLL OVERSIGHT FROM HUMAN RESOURCES TO FINANCE/ACCOUNTING AND OF A CORRESPONDING BUDGET ADJUSTMENT

WHEREAS, the County Code indicates that the Human Services Committee has jurisdiction over Payroll; and

WHEREAS, the Payroll function consists primarily of financial transaction processing and reporting and as such is more closely aligned with the functions of the Finance Department; and shared functions and interface between HR/Payroll will continue as needed, assuring confidentiality of all information; and

WHEREAS, the Finance Department is well-matched to provide backup and analytical support for the Payroll function; and

WHEREAS, the transfer of all Payroll functions from the Executive Director of Human Resources to the Executive Director of Finance will provide a best practices framework.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that effective immediately (October 9, 2018) the oversight of Payroll and Payroll personnel consisting of a Payroll Manager and a Payroll Clerk, is hereby transferred from the Executive Director of Human Resources to the Executive Director of Finance, and the following adjustment to the Fiscal Year 2018 budget is hereby authorized to fund the payroll related expenses through the remainder of Fiscal Year 2018:

001.040.040.40000 Finance: Salaries & Wages	+ \$17,328
001.040.040.45000 Finance: Health Contribution	+ \$ 2,607
001.040.040.45010 Finance: Dental Contribution	+ \$ 154
001.040.040.53110 Finance: Employee Training	+ \$ 1,100
001.040.040.60020 Finance: Computer Related Supplies	+ \$ 1,800
001.120.120.40000 Human Resources: Salaries & Wages	- \$17,328
001.120.120.45000 Human Resources: Health Contribution	- \$ 2,607
001.120.120.45010 Human Resources: Dental Contribution	- \$ 154
001.120.120.53100 Human Resources: Conferences & Meetings	- \$ 1,100
001.120.120.53100 Human Resources: Conferences & Meetings	- \$ 1,800

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?
001.040.040.40000 001.040.040.45000 001.040.040.45010 001.040.040.53110 001.040.040.60010	Finance Salaries & Wages Finance Healthcare Contrib Finance Dental Contrib Finance Employee Training Finance Computer Supplies	No	No	001.120.120.40000 001.120.120.45000 001.120.120.45010 001.120.120.53100 001.120.120.53100

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 TX of Payroll Staff to Finance



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 364

Approving the FY19 Draft Budget to be Placed on Public Display

Committee Flow: Executive Committee, County Board

Contact: Christie Duffy, 630.232.5930

Budget Information:

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

Summary:

This resolution approves the FY19 Draft Budget document to be placed on public display for the required 15 days before the November County Board meeting.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 364

APPROVING THE FY19 DRAFT BUDGET TO BE PLACED ON PUBLIC DISPLAY

WHEREAS, Illinois State Statute 55 ILCS 5/6-1001 requires the County Board to adopt each year an annual budget for the succeeding fiscal year; and

WHEREAS, the FY19 budget must therefore be adopted at the November 13th County Board Meeting in order to meet the deadline for adopting the FY19 budget before the start of Fiscal Year 2019; and

WHEREAS, Illinois State Statute 55 ILCS 5/6-1001 also requires that the “budget shall be made conveniently available to public inspection for at least fifteen days prior to final action thereon”; and

WHEREAS, October 26th is the therefore the deadline for placing the budget on public display so as to be on display the minimum number of required days before the budget is adopted at the November 13th County Board Meeting; and

WHEREAS, it is therefore prudent in light of these deadlines to approve the draft budget to be placed on public display at the October 9th County Board meeting.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board to approve placing the draft of the Fiscal Year 2019 budget on public display.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 FY19 Draft Budget



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 365

Authorizing Certain Actions Relative to the Tax Agent

Committee Flow: Executive Committee, County Board

Contact: Christie Duffy, 630.232.5930

Budget Information:

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

Summary:

This authorizes execution of a deed of conveyance of the County's interest or the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate described in the attached Exhibit for the sums shown and to be disbursed as shown and according to law.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 365

AUTHORIZING CERTAIN ACTIONS RELATIVE TO THE TAX AGENT

WHEREAS, the County of Kane has undertaken a program to collect delinquent taxes and to perfect titles to real property in cases where the taxes on the same have not been paid pursuant to 35 ILCS 200/21-90; and

WHEREAS, pursuant to this program the County of Kane, as trustee for the taxing districts involved, has acquired an interest in the real estate described on the attached exhibit; and

WHEREAS, it appears to the Kane County Board that it would be to the best interest of the taxing districts of Kane County to dispose of this interest in said property.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof be and hereby is authorized to execute a deed of conveyance of the County's interest or authorize the cancellation of the appropriate certificate of purchase, as the case may be, on the real estate described in the attached Exhibits for the sums shown and to be disbursed as shown and according to law.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Tax Agent

Kane County Monthly Resolution List October 2018

Resolution Number	Item Number	Parcel#	Type Of Transaction	Account Name	Total Collected	County Clerk	/ Auctioneer	Sec. of Agent	County Treasurer	
10-18-001	0118008A	03-03-179-028	SAL	Dennis J Levy	507.00	0.00	0.00	57.00	250.00	200.00
10-18-002	0118009A	03-03-251-020	SAL	Dennis J Levy	507.00	0.00	0.00	57.00	250.00	200.00
10-18-003	0818994	06-35-458-010	SAL	Village of South Elgin	507.00	0.00	0.00	57.00	250.00	200.00
10-18-004	0818995	06-35-480-001	SAL	Village of South Elgin	507.00	0.00	0.00	57.00	250.00	200.00
					2,028.00	0.00	0.00	228.00	1,000.00	800.00

Clerk Fees 0.00

Sec. of State / Recorder Fees 228.00

Total To County 1,028.00



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 366

Authorizing Kane County & Mill Creek Electrical Services Contract Extension

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

Contact: Don Biggs, 630.208.5175

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$50,000.00
If not budgeted, explain funding source:	

Summary:

Resolution requests a contract extension for Electrical Services for Kane County & Mill Creek SSA to Gatza Electric, Inc, Plano, IL (RES #16-336).

A two-year contract was awarded to Gatza Electric, Inc with mutual option to extend for additional three (3) one (1) year renewals.

This resolution is seeking approval of an additional, optional one (1) year renewal for this contract. This is the first of the optional renewals.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 366

**AUTHORIZING KANE COUNTY & MILL CREEK ELECTRICAL SERVICES CONTRACT
EXTENSION**

WHEREAS, it is recommended to extend the original 2016 Kane County & Mill Creek SSA Electrical Services contract for an additional one (1) year extension to Gatza Electric, Inc of Plano IL; and

WHEREAS, the original 2016 contract was approved by the Kane County Board on November 8, 2016 (RES #16-336). For Kane County the contract requires a full service licensed electrician capable of maintenance, repair, remodeling and emergency service. Mill Creek electrician services are required for repair/replacement of common area streetlight and signage lighting; and

WHEREAS, the County of Kane requests and Gatza Electric, Inc agrees to the extension of the contract for an additional one (1) of services as outlined in the original agreement. This is the first of three available extensions; and

WHEREAS, Gatza Electric, Inc has provided excellent services and has extensive working knowledge of both Kane County and the Mill Creek area and has been very responsive in meeting the needs of both entities; and

WHEREAS, electrical services will be provided on an "as need" basis; and

WHEREAS, Gatza Electric, Inc is requesting a 3% price increase and the County agrees to a raise in hourly rate of \$78.00 to \$80.34. They have held pricing at the original contracted price since 2016; and

WHEREAS, appropriate funds have been budgeted and are available in both the FY2018 Kane County and Mill Creek general budgets.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to execute a one (1) year contract extension with Gatza Electric, Inc to provide professional electrical services for the sum (Not-To-Exceed) of Fifty Thousand Dollars (\$50,000.00) for Kane County Government and Mill Creek SSA.

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?
520.690.730.52250	Intersect Lighting Services	Yes	Yes	N/A
Various Budgeted Line Items	Contractual	Yes	Yes	N/A

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 KC/MC Elec Svcs

COUNTY OF KANE



CERTIFICATE REGARDING KANE COUNTY VENDOR/CONTRACTOR CONFLICT OF INTEREST DISCLOSURE

Traci M. Gatzka, does hereby certify that they have read and fully understand the Vendor/Contractor Conflict of Interest Policy as stated below:

"Prior to award, every contractor or vendor who is seeking or who has obtained contracts or change orders to contracts or two (2) or more individual contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000.00) shall disclose to the Kane County Purchasing Department, in writing all cumulative campaign contributions, (which includes multiple candidates) made within the previous twelve (12) months of awarding of the contract made by that contractor, union, or vendor to any current officer or countywide elected officer whose office the contract to be awarded will benefit. Disclosure shall be updated annually during the term of a multi-year contract and prior to any change order or renewal requiring Board level approval. For purposes of this disclosure requirement, "contractor or vendor" shall include owners, officers, managers, insurance brokers, lobbyists, agents, consultants, bond counsel and underwriters counsel, subcontractors corporations, partnerships, associations, business trusts, estates, trustees, and/or beneficiaries under the control of the contracting person, and political action committees to which the contracting person has made contributions".

Traci M. Gatzka does certify that it has made no contributions to any Kane County Campaigns or Fundraisers since its existence in the Business Industry.

Firm: Gatza Electric, Inc.

By: Traci M. Gatzka
(Signature)

Traci M. Gatzka owner
(Printed Name & Title)

SUBSCRIBED and SWORN TO before me

This 23rd day of AUGUST, 2018

NOTARY PUBLIC

Barbara E. Chalfin





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 367

Authorizing Contract Amendment with Tyler Technologies, Inc. - Public Safety Software System

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

Contact: Barbara Garza, 630.208.3834

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$620,000
If not budgeted, explain funding source:	

Summary:

This resolution is to change from an annual payment to a quarterly payment in order to improve cash flow within Fund 125.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 367

AUTHORIZING CONTRACT AMENDMENT WITH TYLER TECHNOLOGIES, INC. - PUBLIC SAFETY SOFTWARE SYSTEM

WHEREAS, Kane County entered into a Software License Agreement with Tyler Technologies, Inc. for a public safety software system effective February 15, 2008 and a subsequent Support Agreement effective August 9, 2019; and

WHEREAS, Kane County is desirous to further amend the Software License Agreement and Support Agreement to change the billing terms from an annual payment to quarterly payments.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Kane County Board is hereby authorized to enter into a Contract Amendment with Tyler Technologies, Inc. for their Public Safety System to allow for quarterly payments on January 1, April 1, July 1, and October 1 of each year.

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?
125.800.810.50340	Contractual/Consulting Services	Yes	Yes	N/A

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Tyler PS Amendment



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 368

Authorizing a Contract for Kane County Snow Plowing Services

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

Contact: Michele Matuszak, 630.444.1068

Budget Information:

Was this item budgeted? Yes	\$160,000.00
If not budgeted, explain funding source:	

Summary:

Bids were solicited on a per occurrence basis for the snow removal season of 2018-2019 and 2019-2020 snow seasons. Areas consisted of 8 County government locations: Government Center Bldg C, Judicial Center, Juvenile Justice Center, sheriff's Office and Jail, Animal Control, Gas pumps and OEM. This is a two(2) year contract with an option to extend for three (3) additional one (1) year periods, if mutually agreed. Contract will be paid from General funds. Building Management recommends M.A.C. Construction for the 2018-2019 and 2019-2020 snow seasons.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 368

AUTHORIZING A CONTRACT FOR KANE COUNTY SNOW PLOWING SERVICES

WHEREAS, bids were solicited and received for the 2019-2019 and 2019-2020 snow removal seasons on a per occurrence basis for the following properties: Government Center Bldg C, Judicial Center, Juvenile Justice Center, Sheriff's Office and Jail, Animal control, Gas Pumps and OEM; and

WHEREAS, the lowest responsible and responsive bidder for Bid # 43-18 was M.A.C Construction of 121 N. 1st Street, Elburn, IL 60119; and

WHEREAS, this is a two (2) year term with an option to extend for three (3) additional one (1) year renewal periods, if mutually agreed.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to enter into a contract with M.A.C. construction, Inc of Elburn, IL for snow plowing services under a two (2) year contract with an option to extend for three (3) additional one (1) year periods at a cost not to exceed One Hundred Sixty Thousand Dollars (\$160,000) per year.

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? yes	If funds are not currently available in the specified line item, where are the funds available?
001.080.080.52020	contractual	yes	yes	n/a
001.080.081.52020				
001.080.082.52020				
001.080.083.52020				
001.080.084.52020				
001.080.085.52020				
001.080.086.52020				
290.500.500.52020				

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Snow Removal



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 369

Authorizing a Contract for Project Work for Tyler Court Case Management System

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

Contact: Barbara Garza, 630.208.3834

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$90,000
If not budgeted, explain funding source:	

Summary:

Resolution 18-170 and Resolution 18-174 approved some of the development work for the Tyler Court Case Management System under Bid 37-018. The project work schedule has changed for some of the items in the bid, and the costs under the resolution need to be adjusted. This resolution is to authorize the balance of the project work with the updated costs.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 369

AUTHORIZING A CONTRACT FOR PROJECT WORK FOR TYLER COURT CASE MANAGEMENT SYSTEM

WHEREAS, Kane County has a Software and Licensing Maintenance Agreement with Tyler Technologies, Inc. for court case management; and

WHEREAS, Kane County continues to work on development projects throughout the year and the County desires to utilize a Success Account Manager that is a dedicated individual to handle small development and/or specific project work starting January 1, 2019 per the Extended Support Services (ESS) Agreement Schedule 1 at a cost of \$50,000; and

WHEREAS, Kane County further desires to do configuration work for financial management with updated hours at a cost of \$36,300 and a contingency of \$3,700 for a total project cost of \$40,000 with project work to begin in fiscal year 2019; and

WHEREAS, these items were part of bid 37-018 for which Tyler Technologies was the only bidder and which was previously approved by the Kane County Board.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the County Board is authorized to enter into contracts for a Success Account Manager for Fifty Thousand Dollars (\$50,000) and configuration for financial management for Forty Thousand Dollars (\$40,000) for fiscal year 2019 .

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?
127.800.812.70020	Computer Software CapitalYes	Yes	N/A	
500.800.801.70020	Computer Software CapitalYes	Yes	N/A	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Tyler SAM-FM



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 370

Approving the 2019 Monthly Health and Dental Contribution Schedule

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 2019 costs for health and dental group insurance as set forth on the document attached.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 370

APPROVING THE 2019 MONTHLY HEALTH AND DENTAL CONTRIBUTION SCHEDULE

WHEREAS, this resolution approves the 2019 Monthly Health and Dental Contribution schedule for County employees and Medicare retirees.

NOW, THEREFORE, BE IT RESOLVED the County Board approves the annual rates for the calendar year 2019 as set forth in the attached schedule.

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?
xxx.xxx.xxx.45000 xxx.xxx.xxx.45010	Healthcare Contribution Dental Contribution	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 2019 Health/Dental

2019 MONTHLY HEALTH AND DENTAL CONTRIBUTIONS

Kane County Health Plans and Costs Sheet	Employee Contribution Rates Reflect full costs. Employee Rates are reduced per month by \$50/Single, or Single +Child/Children. \$100 for Full Family or EE+ Spouse, for participation in the Annual Wellness/ Biometric Screening.	Employer Rates do not reflect the employers monthly reward contribution of \$50/Single, or Single +Child/Children. \$100 for Full Family or EE+ Spouse, for participation in the Annual/Wellness Biometric Screening.	Full Premium Contributions Employee+Employer = cost. Employee Reductions for Annual Biometric and Employer Reward are not reflected in the costs but are applied if applicable.
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	Employee Contribution	Employer Contribution w/ Vision	Full Premium Contribution
BCBSIL PPO Non-Union	Employee	Employer	PPO-NU
EE	\$271.09	\$693.67	\$964.76
EE + 1 Child	\$489.93	\$1,432.54	\$1,922.47
EE+ Spouse	\$539.93	\$1,382.54	\$1,922.47
Family	\$743.97	\$2,065.65	\$2,809.62
BCBSIL PPO Union			PPO-U
EE	\$275.60	\$708.78	\$984.38
EE + 1 Child	\$498.90	\$1,462.60	\$1,961.50
EE+ Spouse	\$548.90	\$1,412.60	\$1,961.50
Family	\$757.11	\$2,109.63	\$2,866.74
Medicare Single	\$488.69	\$0.00	NA
Medicare +1 Medical	\$911.61	\$0.00	NA
BCBSIL HMO Illinois Non-Union			HMO-IL/NU
EE	\$139.64	\$490.73	\$630.37
EE + 1 Child	\$273.84	\$981.18	\$1,255.02
EE+ Spouse	\$323.84	\$931.18	\$1,255.02
Family	\$441.06	\$1,390.07	\$1,831.13
BCBSIL HMO Illinois Union			HMO-IL /U
EE	\$141.47	\$501.69	\$643.16
EE + 1 Child	\$278.41	\$1,002.02	\$1,280.43
EE+ Spouse	\$328.41	\$952.02	\$1,280.43
Family	\$448.01	\$1,420.29	\$1,868.30
BCBSIL HMO Blue Advantage Non-Union			HMO-BA/NU
EE	\$109.83	\$477.43	\$587.26
EE + 1 Child	\$192.25	\$976.36	\$1,168.61
EE+ Spouse	\$242.25	\$926.36	\$1,168.61
Family	\$313.10	\$1,391.28	\$1,704.38
BCBSIL HMO Blue Advantage Union			HMO-BA/U
EE	\$111.05	\$488.12	\$599.17
EE + 1 Child	\$195.15	\$997.10	\$1,192.25

EE+ Spouse	\$245.15	\$947.10	\$1,192.25
Family	\$317.45	\$1,421.50	\$1,738.95
CIGNA Dental PPO Non-Union			<u>Dental PPO-N-U</u>
Single	\$12.47	\$20.36	\$32.83
Family	\$33.89	\$53.00	\$86.89
CIGNA Dental PPO Union			<u>Dental PPO-U</u>
Single	\$12.47	\$20.36	\$32.83
Family	\$33.89	\$53.00	\$86.89
CIGNA Dental HMO			<u>Dental HMO</u>
Single	\$5.36	\$8.78	\$14.14
Family	\$14.58	\$22.80	\$37.38

Prescription Coverage included with Health Plan. EyeMed Vision Coverage provided to employees and covered within the employer contribution for medical premiums: Vision costs covered by employer are: Single \$3.52 per month, Family: \$9.74 per month*



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 371

Authorizing Personnel Replacement Hiring Kane County Supervisor of Assessments Data Specialist

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

Contact: Mark Armstrong, 630.208.3823

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$22,800-\$36,214
If not budgeted, explain funding source: N/A	

Summary:

In accordance with the County Board Resolution 17-202 adopted on July 11, 2017, the Kane County Supervisor of Assessments seeks to hire one new Data Specialist to replace a Data Specialist who retired in August 2018. This position is vital to ensure timely processing of the property tax cycle, which funds all local governments in Kane County.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 371

AUTHORIZING PERSONNEL REPLACEMENT HIRING KANE COUNTY SUPERVISOR OF ASSESSMENTS DATA SPECIALIST

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, the Kane County Supervisor of Assessments, who is responsible for overseeing the assessment of real property for taxation purposes in Kane County, has already reduced the number of full-time employees in that office by 22% over the past ten fiscal years; and

WHEREAS, the Kane County Supervisor of Assessments had a Data Specialist retire in August 2018; and

WHEREAS, the non-exempt Data Specialist position with a salary range of \$22,800 to \$36,214 has been included in the FY2018 budget and therefore passage of this resolution does not require a budget amendment for fiscal year 2018; and

WHEREAS, the Kane County Collector has determined that the cost of untimely completion of the property tax assessment process to all Kane County taxing bodies exceeds \$10,000 for each day that assessments are late; and

WHEREAS, the Kane County Board finds that further reductions in personnel staffing for the Supervisor of Assessments will be detrimental to that office's ability to complete its state-mandated functions in a timely manner.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Kane County Supervisor of Assessments is hereby authorized to hire and fill one (1) existing vacant Data Specialist position.

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?
001-170-170-40000	Salaries and Wages	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Hire Assess Data Spec.



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No. 18 - 372

Authorizing Kane County to Adopt and the Kane County Recorder to Implement a Predictable Recording Fee Schedule

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

Contact: Sandy Wegman, 630.232.5949

Budget Information:

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

Summary:

Kane County is required by 55 ILCS 5/3-5018.1 to adopt and implement, by ordinance or resolution, by January 1, 2019, a predictable fee schedule, which eliminates surcharges and/or fees based upon the individual attributes of a document to be recorded

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 18 - 372

AUTHORIZING KANE COUNTY TO ADOPT AND THE KANE COUNTY RECORDER TO IMPLEMENT A PREDICTABLE RECORDING FEE SCHEDULE

WHEREAS, Kane County is required by 55 ILCS 5/3-5018.1 to adopt and implement, by ordinance or resolution, by January 1, 2019, a predictable fee schedule, which eliminates surcharges and/or fees based upon the individual attributes of a document to be recorded; and

WHEREAS, Kane County is required to adopt a predictable fee schedule for the recording fees imposed whenever a standard or nonstandard document is sought to be recorded with the Recorder; and

WHEREAS, the Recorder, having conducted an analysis of the average fees collected for recording of each of the classifications based upon the three previous years of recording data and have posted notice of this ordinance in the office of the Recorder at least 2 weeks prior, but not more than 4 weeks prior to the October, 2018, meeting of the Kane County Board.

NOW, THEREFORE, BE IT RESOLVED the County Board Chairman and the members of the Kane County Board do hereby ordain and enact the following:

- A. The predictable fee schedule for standard and nonstandard documents, as defined in 55 ILCS 5/3-5018.1, said schedule being attached hereto and by this reference incorporated herein, be and the same is hereby approved and adopted.
- B. The Recorder is directed to implement the predictable fee schedule as hereinabove approved in the time and in the manner prescribed by statute.
- C. The predictable fee schedule may from time to time be revised in the manner set out in 55 ILCS 5/3-5018.1 et.seq.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Pred Fee Sch



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 373

Approving August 2018 Payment of Claims

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

Contact: Terry Hunt, 630.232.5918

Budget Information:

Was this item budgeted?	Appropriation Amount:
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. 18 - 373

APPROVING AUGUST 2018 PAYMENT OF CLAIMS

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 \$9,376,864.19; and

WHEREAS, the County Auditor 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 Nine Million, Three Hundred Seventy-Six Thousand, Eight Hundred Sixty-Four Dollars and Nineteen Cents (\$9,376,864.19) on the attached Claims Paid Report is approved.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-09 Claims - August

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Illinois Department of Revenue	Accrued Liabilities		Recorder's Rental Surcharge	49,086.00	8/1/2018
Illinois Department of Revenue	Accrued Liabilities		State Real Estate Transfer Tax	294,784.00	8/1/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	128,984.40	8/3/2018
540 Protection LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	13,230.00	8/6/2018
540 Protection LLC	Building Improvements	Other- Countywide Expenses	Capital Projects	650.00	8/6/2018
A Rifkin Co	Operating Supplies	County Clerk	General Fund	5,481.61	8/6/2018
Aamir Siddiqui	SS Transportation Assistance	WIOA 17	Workforce Development	244.70	8/6/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	1,594.00	8/6/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	1,454.53	8/6/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	956.40	8/6/2018
Adesta LLC	Contractual/Consulting Services	Development	Mill Creek Special Service Area	1,802.00	8/6/2018
Airgas North Central, Inc.	Operating Supplies	Transportation	County Highway	114.38	8/6/2018
Alarm Detection Systems Inc	Security Services	County Clerk	General Fund	220.00	8/6/2018
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	40,187.16	8/6/2018
Alfred Benesch & Co	Engineering Services	Transportation	Transportation Sales Tax	47,474.08	8/6/2018
Alyssa Rae Jones	DT ITA	WIOA 17	Workforce Development	159.00	8/6/2018
Alyssa Rae Jones	SS Transportation Assistance	WIOA 17	Workforce Development	311.96	8/6/2018
American Planning Assn Illinois Chapter	General Printing	Transportation	County Highway	100.00	8/6/2018
Andrea M. Glover	SS Transportation Assistance	WIOA 17	Workforce Development	88.78	8/6/2018
Andrea O'Brien	Employee Mileage Expense	Judiciary and Courts	General Fund	40.87	8/6/2018
Andrew Smith	Internet	Other- Countywide Expenses	General Fund	68.00	8/6/2018
Anne Rimmer	SS Transportation Assistance	TAA 16	Workforce Development	52.98	8/6/2018
Anthony Franklin Sr.	Internet	Other- Countywide Expenses	General Fund	67.00	8/6/2018
Applied Ecological Services	Engineering Services	Transportation	Motor Fuel Local Option	2,520.00	8/6/2018
ARC Doument Solutions LLC (ARC Imaging Resources)	Computer Related Supplies	Information Technologies	Geographic Information Systems	241.23	8/6/2018
Arnise Harris	SS Transportation Assistance	WIOA 17	Workforce Development	81.20	8/6/2018
Arnise Harris	SS Transportation Assistance	WIOA 17	Workforce Development	383.33	8/6/2018
AT&T	Telephone	Health	County Health	139.04	8/6/2018
Batavia Instant Print Inc	General Printing	Building Management	General Fund	584.50	8/6/2018
Batteries Plus Bulbs (Power Up Batteries LLC)	Repairs and Maint- Buildings	Building Management	General Fund	53.90	8/6/2018
Baxter & Woodman Inc	Engineering Services	Transportation	Transportation Sales Tax	1,490.94	8/6/2018
Black Gold Septic Inc	Grease Trap- Septic Services	Building Management	General Fund	180.00	8/6/2018
Black Gold Septic Inc	Grease Trap- Septic Services	Building Management	General Fund	485.00	8/6/2018
Blair Peters	Internet	Other- Countywide Expenses	General Fund	109.98	8/6/2018
Brett J. Feltes	Employee Mileage Expense	County Clerk	General Fund	15.81	8/6/2018
Brittany Scott	Employee Mileage Expense	Judiciary and Courts	General Fund	12.48	8/6/2018
Buck Brothers Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	189.31	8/6/2018
Buck Brothers Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	189.31	8/6/2018
Buck Brothers Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	156.36	8/6/2018
Camic, Johnson, Ltd	Contractual/Consulting Services	Development	General Fund	400.00	8/6/2018
Cam-Vac, Inc.	Other Construction	Development	Cost Share Drainage	750.00	8/6/2018
Carl H. Herout	Employee Mileage Expense	Coroner	General Fund	19.62	8/6/2018
Carl H. Herout	Employee Mileage Expense	Coroner	General Fund	68.67	8/6/2018
Carlos Mata	Employee Mileage Expense	Treasurer/Collector	General Fund	43.60	8/6/2018
CDM Smith Inc.	Engineering Services	Transportation	Transportation Sales Tax	50,513.29	8/6/2018
CENVEO Inc	General Printing	Building Management	General Fund	354.25	8/6/2018
CENVEO Inc	General Printing	Building Management	General Fund	380.00	8/6/2018
Chad Brownfield	Employee Mileage Expense	Court Services	General Fund	35.97	8/6/2018
Chad's Towing & Recovery, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	136.00	8/6/2018
Charcolette Chatue Kamga Mamguim	SS Transportation Assistance	WIOA 17	Workforce Development		

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Charlie Foxs Pizzeria & Eatery, LLC	Jurors' Expense	Judiciary and Courts	General Fund	86.30	8/6/2018
Charlie Foxs Pizzeria & Eatery, LLC	Jurors' Expense	Judiciary and Courts	General Fund	98.45	8/6/2018
Cheryl Kane	Employee Mileage Expense	Health	County Health	219.65	8/6/2018
Chicago Communications, LLC	Contractual/Consulting Services	Health	County Health	99.00	8/6/2018
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	Public Defender	General Fund	33.34	8/6/2018
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	10.00	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	19,068.26	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	2,333.87	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	5,638.52	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	5,029.71	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	11,749.32	8/6/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Greater Elgin Impact Fees	49,680.17	8/6/2018
Christopher R. Hemesath	Employee Mileage Expense	Information Technologies	General Fund	11.45	8/6/2018
Christopher R. Hemesath	Employee Mileage Expense	Information Technologies	General Fund	15.26	8/6/2018
Christopher R. Hemesath	Internet	Other- Countywide Expenses	General Fund	64.99	8/6/2018
CHS Inc	Road Material	Transportation	Motor Fuel Local Option	261.60	8/6/2018
Cigna Health and Life Insurance Company	Healthcare - Dental Insurance	Other- Countywide Expenses	Health Insurance Fund	62,748.65	8/6/2018
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	34.30	8/6/2018
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	34.30	8/6/2018
Cintas Corporation	Repairs and Maint- Equipment	Transportation	County Highway	0.00	8/6/2018
Cintas Corporation	Operating Supplies	Transportation	County Highway	465.01	8/6/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	270.77	8/6/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	275.15	8/6/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	314.77	8/6/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	274.39	8/6/2018
City of Aurora	Repairs and Maint- Buildings	Building Management	General Fund	57.00	8/6/2018
City of Aurora	Utilities- Water	Building Management	General Fund	329.40	8/6/2018
City of Aurora	Utilities- Water	Building Management	General Fund	241.05	8/6/2018
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	34.30	8/6/2018
City of Batavia	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	525.56	8/6/2018
City of Elgin	Security Services	Court Services	Probation Services	1,242.00	8/6/2018
City of Geneva	Utilities- Sewer	Building Management	General Fund	136.43	8/6/2018
City of Geneva	Utilities- Sewer	Building Management	General Fund	175.13	8/6/2018
City of Geneva	Utilities- Water	Building Management	General Fund	195.99	8/6/2018
City of Geneva	Utilities- Water	Building Management	General Fund	219.06	8/6/2018
City of Geneva	Utilities- Water	Building Management	General Fund	132.99	8/6/2018
City of Geneva	Utilities- Water	Building Management	General Fund	29.03	8/6/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	49.83	8/6/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	14,310.84	8/6/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	499.57	8/6/2018
City of Geneva	Utilities- Sewer	Building Management	General Fund	109.87	8/6/2018
City of Geneva	Utilities- Water	Building Management	General Fund	169.02	8/6/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	41.74	8/6/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	262.52	8/6/2018
City of Geneva	Professional Services	Environmental Management	Enterprise Surcharge	29.59	8/6/2018
City of St. Charles	Utilities- Sewer	Building Management	General Fund	2,622.67	8/6/2018
City of St. Charles	Utilities- Water	Building Management	General Fund	2,879.21	8/6/2018
City of St. Charles	Utilities- Sewer	Building Management	General Fund	134.55	8/6/2018
City of St. Charles	Utilities- Water	Building Management	General Fund	98.29	8/6/2018
City of St. Charles	Utilities- Electric	Building Management	General Fund		8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
City of St. Charles	Utilities- Electric	Building Management	General Fund	11,898.68	8/6/2018
City of St. Charles	Utilities- Sewer	Building Management	General Fund	9,150.41	8/6/2018
City of St. Charles	Utilities- Water	Building Management	General Fund	5,654.19	8/6/2018
City of St. Charles	Utilities- Water	Court Services	General Fund	815.73	8/6/2018
Civiltech Engineering Inc	Engineering Services	Transportation	North Impact Fees	125,315.42	8/6/2018
Claudia Sanchez	SS Transportation Assistance	TAA 16	Workforce Development	342.68	8/6/2018
Clausen Miller P.C.	Legal Services	Court Services	Probation Services	18,409.50	8/6/2018
Clifford-Wald, A KIP Company	Repairs and Maint- Copiers	Recorder	Recorder's Automation	1,860.00	8/6/2018
Comcast Cable	Computer Related Supplies	Recorder	Recorder's Automation	433.20	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	40.68	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	1,730.50	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	8.48	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	47.70	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	38.90	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6.28	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6.65	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	78.42	8/6/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	22.73	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	59.88	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	27.33	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	23.65	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	77.82	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	47.16	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	32.63	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	23.65	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	57.68	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	5.54	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	37.07	8/6/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	122.48	8/6/2018
ComEd	Accrued Liabilities		Township Motor Fuel	212.84	8/6/2018
ComEd	Accrued Liabilities		Township Motor Fuel	2,329.04	8/6/2018
Community Contacts, Inc.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	36,418.00	8/6/2018
Community Crisis Center Inc	External Grants	County Board	Grand Victoria Casino Elgin	10,499.00	8/6/2018
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	77.49	8/6/2018
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	75.06	8/6/2018
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	636.00	8/6/2018
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	586.00	8/6/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	785.00	8/6/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	4,911.25	8/6/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	617.50	8/6/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	27,680.00	8/6/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	25,215.55	8/6/2018
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	9,317.71	8/6/2018
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	273.50	8/6/2018
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	2,124.57	8/6/2018
Countryside Veterinary Clinic, Ltd	Veterinarian Services	Animal Control	Animal Control	150.84	8/6/2018
Countryside Veterinary Clinic, Ltd	Veterinarian Services	Animal Control	Animal Control	75.00	8/6/2018
Countryside Veterinary Clinic, Ltd	Veterinarian Services	Animal Control	Animal Control	202.00	8/6/2018
Crawford Murphy & Tilly Inc (CMT)	Engineering Services	Transportation	Transportation Capital	78,749.51	8/6/2018
Crystal D. Beu-Kostelaz	SS Transportation Assistance	WIOA 17	Workforce Development	19,000.00	8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Curran Contracting Company	Contractual/Consulting Services	Environmental Management	Enterprise General	250,638.30	8/6/2018
Cylinders Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	1,277.75	8/6/2018
Daisy Viyuoh	Employee Mileage Expense	Health	Kane Kares	222.66	8/6/2018
Daisy Viyuoh	Employee Mileage Expense	Health	Kane Kares	240.38	8/6/2018
Dan's Auto Service Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	80.00	8/6/2018
Dan's Auto Service Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	80.00	8/6/2018
David J Rickert	General Association Dues	Treasurer/Collector	Tax Sale Automation	275.00	8/6/2018
De Lage Landen Financial Services, Inc.	Equipment Rental	Judiciary and Courts	General Fund	131.25	8/6/2018
Debra P Hogan	Per Diem Expense	Judiciary and Courts	General Fund	32.00	8/6/2018
Debra P Hogan	Court Reporter Costs	State's Attorney	General Fund	156.00	8/6/2018
Debra DK. Schweer	Per Diem Expense	Judiciary and Courts	General Fund	100.00	8/6/2018
Debra DK. Schweer	Per Diem Expense	Judiciary and Courts	General Fund	28.00	8/6/2018
Defin.Net Solutions Inc	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	15,000.00	8/6/2018
Defin.Net Solutions Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	5,000.00	8/6/2018
DFM Associates	Software Licensing Cost	County Clerk	General Fund	9,416.00	8/6/2018
Diane Dawson	Employee Mileage Expense	Health	Kane Kares	16.35	8/6/2018
Diane Homan	Employee Mileage Expense	County Clerk	General Fund	16.35	8/6/2018
DK Pact dba Atlas Door Repair	Repairs and Maint- Buildings	Building Management	General Fund	375.00	8/6/2018
DK Pact dba Atlas Door Repair	Repairs and Maint- Buildings	Building Management	General Fund	195.00	8/6/2018
DK Pact dba Atlas Door Repair	Repairs and Maint- Buildings	Building Management	General Fund	1,045.00	8/6/2018
DK Pact dba Atlas Door Repair	Repairs and Maint- Buildings	Building Management	General Fund	562.00	8/6/2018
DNM Sealcoating, Inc	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	1,075.00	8/6/2018
Donna King	Employee Mileage Expense	Supervisor of Assessments	General Fund	16.57	8/6/2018
Donna Mueller	Internet	Other- Countywide Expenses	General Fund	52.00	8/6/2018
Door Systems, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	503.46	8/6/2018
Duke & Lee's Service Corp	Repairs and Maint- Vehicles	Building Management	General Fund	299.30	8/6/2018
DuPage Salt Company	Disposal and Water Softener Svcs	Animal Control	Animal Control	23.85	8/6/2018
Dustin Gudenschwager	SS Transportation Assistance	WIOA 17	Workforce Development	134.34	8/6/2018
Ecker Center for Mental Health	Contractual/Consulting Services	Court Services	Drug Court Special Resources	1,250.00	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	34.73	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	33.00	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	14.44	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	50.52	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	7.62	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	305.12	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	269.49	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	54.07	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	69.99	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	75.51	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	16.67	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	91.54	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	45.92	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	152.80	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	79.65	8/6/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	74.19	8/6/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	8.76	8/6/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	35.40	8/6/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	214.25	8/6/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	141.48	8/6/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	111.50	8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Elgin Community College	DT ITA	WIOA 17	Workforce Development	173.06	8/6/2018
Elgin Community College	DT ITA	WIOA 17	Workforce Development	3,678.00	8/6/2018
Elgin Community College	DT ITA	TAA 16	Workforce Development	1,243.00	8/6/2018
Elizabeth Berrones	Court Appointed Counsel	Judiciary and Courts	General Fund	1,600.00	8/6/2018
Elizabeth Donegan PsyD	Psychological/Psychiatric Srvs	Judiciary and Courts	General Fund	750.00	8/6/2018
Elmer Weber	Employee Mileage Expense	Merit Commission	General Fund	78.48	8/6/2018
Emily Theis	Employee Training	Kane Comm	Kane Comm	13.33	8/6/2018
Emily Theis	Employee Mileage Expense	Kane Comm	Kane Comm	35.97	8/6/2018
Engineering Resource Associates, Inc.	Contractual/Consulting Services	County Board	Grand Victoria Casino Elgin	23,206.00	8/6/2018
Engineering Resource Associates, Inc.	Engineering Services	Transportation	Transportation Sales Tax	13,151.84	8/6/2018
EQ-The Environmental Quality Co. (dba US Ecology)	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	4,760.00	8/6/2018
Escal Institute of Advanced Technologies dba SANS	Employee Training	Information Technologies	General Fund	7,840.00	8/6/2018
Escal Institute of Advanced Technologies dba SANS	Employee Training	Information Technologies	General Fund	8,370.00	8/6/2018
Euroquipe LLC	SS Transportation Assistance	WIOA 17	Workforce Development	363.00	8/6/2018
Fairfield Inn & Suites St Charles	Law Enforcement Training	State's Attorney	General Fund	99.90	8/6/2018
Feece Oil Company	Repairs and Maintenance- Roads	Building Management	General Fund	87.31	8/6/2018
Fidelity Security Life Insurance Company (Eyemed)	Healthcare - Vision Insurance	Other- Countywide Expenses	Health Insurance Fund	7,115.64	8/6/2018
Fifth Third Bank	General Association Dues	Finance	General Fund	580.00	8/6/2018
Fifth Third Bank	Software Licensing Cost	Information Technologies	General Fund	503.42	8/6/2018
Fifth Third Bank	Conferences and Meetings	Information Technologies	General Fund	3,090.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Information Technologies	General Fund	2,980.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Information Technologies	General Fund	646.16	8/6/2018
Fifth Third Bank	Office Supplies	Information Technologies	General Fund	29.99	8/6/2018
Fifth Third Bank	Computer Related Supplies	Information Technologies	General Fund	369.76	8/6/2018
Fifth Third Bank	Computer Related Supplies	Information Technologies	General Fund	100.70	8/6/2018
Fifth Third Bank	Books and Subscriptions	Information Technologies	General Fund	15.96	8/6/2018
Fifth Third Bank	Computer Software- Non Capital	Information Technologies	General Fund	50.00	8/6/2018
Fifth Third Bank	Fuel- Vehicles	Information Technologies	General Fund	77.99	8/6/2018
Fifth Third Bank	Repairs and Maint- Buildings	Building Management	General Fund	(76.55)	8/6/2018
Fifth Third Bank	Repairs and Maint- Buildings	Building Management	General Fund	621.31	8/6/2018
Fifth Third Bank	Conferences and Meetings	County Clerk	General Fund	208.32	8/6/2018
Fifth Third Bank	Conferences and Meetings	County Clerk	General Fund	768.96	8/6/2018
Fifth Third Bank	Operating Supplies	County Clerk	General Fund	445.50	8/6/2018
Fifth Third Bank	Books and Subscriptions	County Clerk	General Fund	15.96	8/6/2018
Fifth Third Bank	Books and Subscriptions	County Clerk	General Fund	79.00	8/6/2018
Fifth Third Bank	Books and Subscriptions	County Clerk	General Fund	125.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Judiciary and Courts	General Fund	50.33	8/6/2018
Fifth Third Bank	Conferences and Meetings	Judiciary and Courts	General Fund	79.10	8/6/2018
Fifth Third Bank	Employee Training	Circuit Clerk	General Fund	150.00	8/6/2018
Fifth Third Bank	Employee Training	State's Attorney	General Fund	632.80	8/6/2018
Fifth Third Bank	Law Enforcement Training	State's Attorney	General Fund	(1.79)	8/6/2018
Fifth Third Bank	General Association Dues	State's Attorney	General Fund	360.00	8/6/2018
Fifth Third Bank	Operating Supplies	State's Attorney	General Fund	(507.13)	8/6/2018
Fifth Third Bank	Employee Training	State's Attorney	General Fund	1,525.50	8/6/2018
Fifth Third Bank	Employee Training	Public Defender	General Fund	300.00	8/6/2018
Fifth Third Bank	Employee Training	Public Defender	General Fund	3,707.15	8/6/2018
Fifth Third Bank	Employee Training	Public Defender	General Fund	460.64	8/6/2018
Fifth Third Bank	Attorney Association Dues	Public Defender	General Fund	1,360.61	8/6/2018
Fifth Third Bank	Attorney Association Dues	Public Defender	General Fund	390.00	8/6/2018
Fifth Third Bank	Office Supplies	Public Defender	General Fund		8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Fifth Third Bank	Computer Related Supplies	Public Defender	General Fund	245.00	8/6/2018
Fifth Third Bank	Books and Subscriptions	Public Defender	General Fund	424.20	8/6/2018
Fifth Third Bank	Conferences and Meetings	Sheriff	General Fund	500.00	8/6/2018
Fifth Third Bank	Employee Training	Sheriff	General Fund	1,046.46	8/6/2018
Fifth Third Bank	Employee Training	Sheriff	General Fund	339.72	8/6/2018
Fifth Third Bank	Office Supplies	Sheriff	General Fund	331.72	8/6/2018
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	10.06	8/6/2018
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	125.00	8/6/2018
Fifth Third Bank	Operating Supplies	Sheriff	General Fund	168.83	8/6/2018
Fifth Third Bank	Employee Training	Sheriff	General Fund	597.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Court Services	General Fund	16.50	8/6/2018
Fifth Third Bank	Operating Supplies	Court Services	General Fund	349.65	8/6/2018
Fifth Third Bank	Operating Supplies	Court Services	General Fund	87.07	8/6/2018
Fifth Third Bank	Incentives	Court Services	General Fund	200.00	8/6/2018
Fifth Third Bank	Miscellaneous Contractual Exp	Court Services	General Fund	20.00	8/6/2018
Fifth Third Bank	Operating Supplies	Court Services	General Fund	87.08	8/6/2018
Fifth Third Bank	Operating Supplies	Court Services	General Fund	49.99	8/6/2018
Fifth Third Bank	Healthy Food Initiative Supplies	Court Services	General Fund	615.75	8/6/2018
Fifth Third Bank	Incentives	Court Services	General Fund	13.99	8/6/2018
Fifth Third Bank	Employee Training	Court Services	General Fund	103.98	8/6/2018
Fifth Third Bank	Repairs and Maint- Vehicles	Coroner	General Fund	1,543.18	8/6/2018
Fifth Third Bank	Miscellaneous Contractual Exp	Coroner	General Fund	40.00	8/6/2018
Fifth Third Bank	Miscellaneous Contractual Exp	Coroner	General Fund	78.93	8/6/2018
Fifth Third Bank	Repairs and Maint- Vehicles	Development	General Fund	50.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Development	General Fund	110.19	8/6/2018
Fifth Third Bank	Conferences and Meetings	Development	General Fund	180.86	8/6/2018
Fifth Third Bank	Office Supplies	Development	General Fund	10.63	8/6/2018
Fifth Third Bank	Operating Supplies	Development	General Fund	47.81	8/6/2018
Fifth Third Bank	General Association Dues	Development	General Fund	50.00	8/6/2018
Fifth Third Bank	Office Supplies	Development	General Fund	56.26	8/6/2018
Fifth Third Bank	Cellular Phone	Other- Countywide Expenses	General Fund	708.09	8/6/2018
Fifth Third Bank	Cellular Phone	Other- Countywide Expenses	General Fund	36.13	8/6/2018
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	364.07	8/6/2018
Fifth Third Bank	Internet	Other- Countywide Expenses	General Fund	3,055.77	8/6/2018
Fifth Third Bank	Office Supplies	State's Attorney	Insurance Liability	8.59	8/6/2018
Fifth Third Bank	Computer Related Supplies	Information Technologies	Geographic Information Systems	12.99	8/6/2018
Fifth Third Bank	Computer Related Supplies	Circuit Clerk	Court Automation	34.75	8/6/2018
Fifth Third Bank	Computer Related Supplies	Circuit Clerk	Court Automation	10.57	8/6/2018
Fifth Third Bank	Office Supplies	Circuit Clerk	Circuit Clk Electronic Citation	27.59	8/6/2018
Fifth Third Bank	Counseling Services	State's Attorney	Child Advocacy Center	543.36	8/6/2018
Fifth Third Bank	Employee Training	State's Attorney	Child Advocacy Center	476.40	8/6/2018
Fifth Third Bank	Operating Supplies	State's Attorney	Child Advocacy Center	103.37	8/6/2018
Fifth Third Bank	Conferences and Meetings	State's Attorney	Bad Check Restitution	853.46	8/6/2018
Fifth Third Bank	General Association Dues	Law Library	Law Library	99.00	8/6/2018
Fifth Third Bank	Office Supplies	Law Library	Law Library	37.96	8/6/2018
Fifth Third Bank	Books and Subscriptions	Law Library	Law Library	161.23	8/6/2018
Fifth Third Bank	Office Furniture	Law Library	Law Library	150.00	8/6/2018
Fifth Third Bank	Repairs and Maint- Equipment	Sheriff	Court Security	16.39	8/6/2018
Fifth Third Bank	Office Supplies	Sheriff	Court Security	257.32	8/6/2018
Fifth Third Bank	Office Supplies	Sheriff	Court Security	181.00	8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Fifth Third Bank	Contractual/Consulting Services	Kane Comm	Kane Comm	17.91	8/6/2018
Fifth Third Bank	Employee Training	Kane Comm	Kane Comm	185.00	8/6/2018
Fifth Third Bank	Operating Supplies	Kane Comm	Kane Comm	85.00	8/6/2018
Fifth Third Bank	Conferences and Meetings	Court Services	Drug Court Special Resources	12.50	8/6/2018
Fifth Third Bank	Drug Court Graduation Supplies	Court Services	Drug Court Special Resources	101.45	8/6/2018
Fifth Third Bank	Peer Group Activities Supplies	Court Services	Drug Court Special Resources	749.56	8/6/2018
Fifth Third Bank	Conferences and Meetings	Coroner	Coroner Administration	573.25	8/6/2018
Fifth Third Bank	Miscellaneous Contractual Exp	Coroner	Coroner Administration	775.80	8/6/2018
Fifth Third Bank	Office Supplies	Coroner	Coroner Administration	44.13	8/6/2018
Fifth Third Bank	Operating Supplies	Coroner	Coroner Administration	401.99	8/6/2018
Fifth Third Bank	Operating Supplies	Coroner	Coroner Administration	9.99	8/6/2018
Fifth Third Bank	Veterinarian Services	Animal Control	Animal Control	237.38	8/6/2018
Fifth Third Bank	Repairs and Maint- Buildings	Animal Control	Animal Control	35.79	8/6/2018
Fifth Third Bank	Repairs and Maint- Equipment	Animal Control	Animal Control	46.75	8/6/2018
Fifth Third Bank	Employee Training	Animal Control	Animal Control	2,255.00	8/6/2018
Fifth Third Bank	Office Supplies	Animal Control	Animal Control	246.53	8/6/2018
Fifth Third Bank	Animal Care Supplies	Animal Control	Animal Control	12.88	8/6/2018
Fifth Third Bank	Uniform Supplies	Animal Control	Animal Control	1,823.90	8/6/2018
Fifth Third Bank	Software Licensing Cost	Transportation	County Highway	49.00	8/6/2018
Fifth Third Bank	Repairs and Maint- Vehicles	Transportation	County Highway	448.17	8/6/2018
Fifth Third Bank	General Printing	Transportation	County Highway	613.70	8/6/2018
Fifth Third Bank	Office Supplies	Transportation	County Highway	401.33	8/6/2018
Fifth Third Bank	Operating Supplies	Transportation	County Highway	711.77	8/6/2018
Fifth Third Bank	Computer Hardware- Non Capital	Transportation	County Highway	164.97	8/6/2018
Fifth Third Bank	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	583.71	8/6/2018
Fifth Third Bank	Tools	Transportation	Motor Fuel Local Option	90.07	8/6/2018
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	1,569.86	8/6/2018
Fifth Third Bank	Operating Supplies	Health	County Health	969.78	8/6/2018
Fifth Third Bank	Conferences and Meetings	Health	County Health	366.24	8/6/2018
Fifth Third Bank	Conferences and Meetings	Health	County Health	156.80	8/6/2018
Fifth Third Bank	Employee Training	Health	County Health	289.99	8/6/2018
Fifth Third Bank	Operating Supplies	Health	County Health	10.00	8/6/2018
Fifth Third Bank	Computer Software- Non Capital	Health	County Health	24.00	8/6/2018
Fifth Third Bank	General Association Dues	Health	County Health	20.00	8/6/2018
Fifth Third Bank	Operating Supplies	Health	County Health	60.46	8/6/2018
Fifth Third Bank	Contractual/Consulting Services	Health	County Health	2,915.53	8/6/2018
Fifth Third Bank	Operating Supplies	Health	County Health	5,772.50	8/6/2018
Fifth Third Bank	Operating Supplies	Health	County Health	46.57	8/6/2018
Fifth Third Bank	Employee Training	Health	Kane Kares	925.17	8/6/2018
Fifth Third Bank	Operating Supplies	Health	Kane Kares	1,074.12	8/6/2018
Fifth Third Bank	Employee Training	Veterans' Commission	Veterans' Commission	1,606.22	8/6/2018
Fifth Third Bank	Office Supplies	Veterans' Commission	Veterans' Commission	9.42	8/6/2018
Fifth Third Bank	Books and Subscriptions	Information Technologies	Web Technical Services	2,020.50	8/6/2018
Fifth Third Bank	Books and Subscriptions	Information Technologies	Web Technical Services	598.98	8/6/2018
Fifth Third Bank	Repairs and Maint- Vehicles	Development	Community Dev Block Program	9.00	8/6/2018
Fifth Third Bank	Employee Training	Development	Community Dev Block Program	1,685.70	8/6/2018
Fifth Third Bank	Fuel- Vehicles	Development	Community Dev Block Program	30.00	8/6/2018
Fifth Third Bank	Office Equipment	Development	Homeless Management Info Systems	515.12	8/6/2018
Fifth Third Bank	Prepaid Gasoline Card		Workforce Development	250.00	8/6/2018
Fifth Third Bank	Employee Mileage Expense	WIOA 17	Workforce Development		

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Fifth Third Bank	Equipment < \$1000	WIOA 17	Workforce Development	79.96	8/6/2018
Fifth Third Bank	Equipment < \$1000	WIOA Local Incentive 15	Workforce Development	2,675.81	8/6/2018
Fifth Third Bank	Equipment > \$1000	WIOA Local Incentive 15	Workforce Development	1,299.99	8/6/2018
Fifth Third Bank	Telephone	Operating Pool	Workforce Development	59.90	8/6/2018
Fifth Third Bank	Internet	Operating Pool	Workforce Development	164.96	8/6/2018
Fifth Third Bank	Internet	Operating Pool	Workforce Development	89.85	8/6/2018
Fifth Third Bank	Telephone	One-Stop shared costs	Workforce Development	29.95	8/6/2018
Fifth Third Bank	Internet	One-Stop shared costs	Workforce Development	78.17	8/6/2018
Fifth Third Bank	Grant Administration	KCDEE MIP	Workforce Development	31.83	8/6/2018
Fifth Third Bank	General Association Dues	Environmental Management	Enterprise Surcharge	195.00	8/6/2018
Fifth Third Bank	Operating Supplies	Environmental Management	Enterprise Surcharge	93.60	8/6/2018
Flexible Benefits Service Corporation	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	804.00	8/6/2018
Flexible Benefits Service Corporation	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	824.00	8/6/2018
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	2,395.51	8/6/2018
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	1,456.60	8/6/2018
Force America, Inc.	Repairs and Maint- Equipment	Transportation	County Highway	150.30	8/6/2018
Fox Metro Water Reclamation District	Utilities- Sewer	Building Management	General Fund	298.00	8/6/2018
Fox Metro Water Reclamation District	Utilities- Sewer	Building Management	General Fund	182.76	8/6/2018
Fox Valley Evangelical Free Church	Stormwater Permits	Development	General Fund	300.00	8/6/2018
Frank's Employment Inc (Frank's Temporaries)	Contractual/Consulting Services	Judiciary and Courts	General Fund	68.25	8/6/2018
Gateway Foundation	Residential Treatment	Court Services	Drug Court Special Resources	5,600.00	8/6/2018
Genesis Technologies Inc.	Office Supplies	Human Resource Management	General Fund	262.80	8/6/2018
Genesis Technologies Inc.	Computer Software- Non Capital	State's Attorney	General Fund	641.35	8/6/2018
Genesis Technologies Inc.	Office Supplies	Transportation	County Highway	87.86	8/6/2018
Geneva Construction Company	Building Improvements	Transportation	County Highway	43,935.08	8/6/2018
Geneva Construction Company	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	226,652.58	8/6/2018
GHA Technologies Inc	Office Supplies	County Clerk	General Fund	646.00	8/6/2018
GHA Technologies Inc	Office Supplies	County Clerk	General Fund	18.00	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Information Technologies	General Fund	38.32	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Information Technologies	General Fund	13.49	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	5.30	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	2.06	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	6.63	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	39.14	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	7.16	8/6/2018
Gordon Flesch Company Inc	Repairs and Maint- Office Equip	Health	County Health	128.00	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	33.48	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	275.09	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	63.40	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	21.56	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	91.58	8/6/2018
Grainger Inc	Repairs and Maint- Buildings	Health	County Health	64.66	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Bridge Inspection	Transportation	County Bridge	49,563.03	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Local Option	3,181.50	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Engineering Services	Transportation	Motor Fuel Local Option	849.00	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Accrued Liabilities		Township Motor Fuel	11,742.67	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Accrued Liabilities		Township Motor Fuel	3,659.75	8/6/2018
Hampton Lenzini & Renwick, Inc. (HLR)	Accrued Liabilities		Township Motor Fuel	4,703.36	8/6/2018
Hanson Professional Services Inc	Engineering Services	Transportation	Transportation Capital	11,247.60	8/6/2018
Hart Intercivic Inc	Voting Systems and Accessories	County Clerk	General Fund	150.00	8/6/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	38.68	8/6/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	26.68	8/6/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	17.39	8/6/2018
HDR Engineering, Inc.	Engineering Services	Transportation	Transportation Sales Tax	116,887.05	8/6/2018
Hector M Villanueva	SS Transportation Assistance	WIOA 17	Workforce Development	497.04	8/6/2018
Hervas Condon & Bersani PC	Legal Services	State's Attorney	Insurance Liability	1,673.50	8/6/2018
Hervas Condon & Bersani PC	Legal Services	State's Attorney	Insurance Liability	236.50	8/6/2018
Hervas Condon & Bersani PC	Legal Services	State's Attorney	Insurance Liability	583.70	8/6/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	General Fund	427.00	8/6/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	General Fund	315.00	8/6/2018
HIPP Temporary Staffing Inc	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	294.00	8/6/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	994.00	8/6/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	1,092.00	8/6/2018
HI-VIZ Inc	Operating Supplies	Transportation	County Highway	2,975.00	8/6/2018
Hoag Communications	Contractual/Consulting Services	Health	County Health	120.00	8/6/2018
Hoag Communications	Contractual/Consulting Services	Health	County Health	1,700.00	8/6/2018
H-O-H Water Technology, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3,453.37	8/6/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	580.20	8/6/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	290.10	8/6/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	580.20	8/6/2018
HP Products A Ferguson Enterprise	Office Supplies	Court Services	General Fund	104.90	8/6/2018
HP Products A Ferguson Enterprise	Buildings and Grounds Supplies	Transportation	County Highway	752.74	8/6/2018
Huff & Huff Inc	Engineering Services	Transportation	County Highway	4,734.96	8/6/2018
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	254.32	8/6/2018
ILLCO INC	Repairs and Maint- Equipment	Building Management	General Fund	54.88	8/6/2018
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	(82.42)	8/6/2018
Illinois Coroners & Medical Examiners Assn (ICMEA)	Conferences and Meetings	Coroner	Coroner Administration	450.00	8/6/2018
Illinois Coroners & Medical Examiners Assn (ICMEA)	Conferences and Meetings	Coroner	Coroner Administration	450.00	8/6/2018
Illinois Coroners & Medical Examiners Assn (ICMEA)	Conferences and Meetings	Coroner	Coroner Administration	450.00	8/6/2018
Illinois GIS Association (ILGISA)	Conferences and Meetings	Transportation	County Highway	350.00	8/6/2018
Image-Pro Services & Supplies Inc	Repairs and Maint- Copiers	Treasurer/Collector	General Fund	386.60	8/6/2018
Image-Pro Services & Supplies Inc	Computer Related Supplies	Circuit Clerk	Court Document Storage	1,289.51	8/6/2018
Imaging Office Systems Inc	Repairs and Maint- Equipment	Circuit Clerk	Court Document Storage	735.00	8/6/2018
Impact Networking, LLC	Repairs and Maint- Copiers	County Board	General Fund	16.00	8/6/2018
Impact Networking, LLC	Printing Supplies	Information Technologies	General Fund	892.06	8/6/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Public Defender	General Fund	74.00	8/6/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Transportation	County Highway	32.00	8/6/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Development	Community Dev Block Program	95.85	8/6/2018
irth Solutions, LLC (Bytronics)	Software Licensing Cost	Transportation	County Highway	220.50	8/6/2018
ISHTA (Illinois State Highway Tollway Authority)	Employee Mileage Expense	State's Attorney	General Fund	63.40	8/6/2018
ISHTA (Illinois State Highway Tollway Authority)	Employee Mileage Expense	State's Attorney	General Fund	106.05	8/6/2018
ISHTA (Illinois State Highway Tollway Authority)	Employee Mileage Expense	State's Attorney	General Fund	6.60	8/6/2018
ISHTA (Illinois State Highway Tollway Authority)	Employee Mileage Expense	State's Attorney	Child Advocacy Center	16.95	8/6/2018
ISHTA (Illinois State Highway Tollway Authority)	Employee Mileage Expense	State's Attorney	Child Advocacy Center	27.90	8/6/2018
IT-Stability Systems, LLC	Contractual/Consulting Services	Recorder	Recorder's Automation	22,000.00	8/6/2018
J & K Consultants, Inc.	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	1,781.76	8/6/2018
J Patrick Jaeger	Legal Services	Transportation	County Highway	4,000.00	8/6/2018
Jacobs Engineering	Engineering Services	Transportation	Transportation Sales Tax	25,043.50	8/6/2018
Jacqueline Forbes	Conferences and Meetings	Transportation	County Highway	41.82	8/6/2018
Jacqueline Forbes	Employee Mileage Expense	Transportation	County Highway		

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Jacqueline Forbes	Cellular Phone	Transportation	County Highway	40.00	8/6/2018
J'Aimee J Greene	SS Transportation Assistance	WIOA 17	Workforce Development	340.68	8/6/2018
James G Guagliardo	Legal Services	State's Attorney	Insurance Liability	997.00	8/6/2018
Jason Coyne	SS Transportation Assistance	WIOA 17	Workforce Development	130.80	8/6/2018
Javiar V Justiniano	SS Transportation Assistance	WIOA 17	Workforce Development	34.34	8/6/2018
Javiar V Justiniano	SS Transportation Assistance	WIOA 17	Workforce Development	19.62	8/6/2018
Jeanine Fassnacht	Court Reporter Costs	State's Attorney	General Fund	116.00	8/6/2018
Jessica Skwarek	Employee Mileage Expense	Circuit Clerk	General Fund	94.28	8/6/2018
Joanna Zameda	Employee Mileage Expense	Kane Comm	Kane Comm	35.97	8/6/2018
Jodie Wollnik	Operating Supplies	Development	General Fund	35.00	8/6/2018
John Deere Co Government Sales	Building Improvements	Other- Countywide Expenses	Capital Projects	3,207.29	8/6/2018
John Emerson	Employee Mileage Expense	County Clerk	General Fund	9.81	8/6/2018
John Emerson	Office Supplies	County Clerk	General Fund	299.98	8/6/2018
John Martinez	Sanction Incentives	Court Services	Drug Court Special Resources	7.50	8/6/2018
Johnson Controls Security Solutions (Tyco)	Repairs and Maint- Buildings	Building Management	General Fund	338.75	8/6/2018
Joliet Junior College	DT ITA	WIOA 17	Workforce Development	1,093.00	8/6/2018
Jon Kloese	Conferences and Meetings	Information Technologies	General Fund	340.96	8/6/2018
Jose E Ramirez	SS Transportation Assistance	WIOA 17	Workforce Development	111.40	8/6/2018
Joseph Holleman	SS Transportation Assistance	WIOA 17	Workforce Development	109.92	8/6/2018
Joy Yehmert	Employee Mileage Expense	Transportation	County Highway	98.10	8/6/2018
Juan Magana	Employee Mileage Expense	Health	County Health	260.89	8/6/2018
Judicial Systems Inc	Jurors' Expense	Judiciary and Courts	General Fund	4,549.07	8/6/2018
JUDY A SCHONBACK	Employee Mileage Expense	Recorder	General Fund	2.46	8/6/2018
Julie Cho-Valldejuli	Employee Mileage Expense	Court Services	General Fund	42.51	8/6/2018
Julie Cho-Valldejuli	Operating Supplies	Court Services	General Fund	32.06	8/6/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	2,508.51	8/6/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	127.50	8/6/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	1,859.30	8/6/2018
Just In Time Sandwich & Deli Inc	Conferences and Meetings	Judiciary and Courts	General Fund	162.75	8/6/2018
K & K Well Drilling	Well Permits	Health	County Health	280.00	8/6/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	624.25	8/6/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2,224.83	8/6/2018
Kara Botello	Contractual/Consulting Services	Judiciary and Courts	General Fund	3,360.00	8/6/2018
Karen Hames	Employee Mileage Expense	Circuit Clerk	General Fund	222.36	8/6/2018
Kathleen LeComte	Per Diem Expense	Judiciary and Courts	General Fund	200.00	8/6/2018
Kayla Dean	DT ITA	WIOA 17	Workforce Development	490.00	8/6/2018
Keishon Boswell	SS Transportation Assistance	WIOA 17	Workforce Development	153.48	8/6/2018
Ketone Automotive, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	338.52	8/6/2018
Ketone Automotive, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	986.04	8/6/2018
Ketone Automotive, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	553.78	8/6/2018
Ketone Automotive, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	90.58	8/6/2018
KINNELL J SNOWDEN	Employee Mileage Expense	Health	County Health	65.40	8/6/2018
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	704.00	8/6/2018
Kobald Reporting Inc	Per Diem Expense	Judiciary and Courts	General Fund	100.00	8/6/2018
Konica Minolta Business Solutions	Repairs and Maint- Copiers	Public Defender	General Fund	43.56	8/6/2018
Konica Minolta Business Solutions	Repairs and Maint- Copiers	Public Defender	General Fund	62.32	8/6/2018
Konica Minolta Business Solutions	Repairs and Maint- Copiers	Court Services	General Fund	53.66	8/6/2018
Konica Minolta Business Solutions	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	67.58	8/6/2018
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	203.29	8/6/2018
Kurt D. Lebo	Conferences and Meetings	Information Technologies	General Fund	100.00	8/6/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Kurt D. Lebo	Internet	Other- Countywide Expenses	General Fund	79.95	8/6/2018
LaFarge North America	Road Material	Transportation	Motor Fuel Local Option	130.88	8/6/2018
LaFarge North America	Road Material	Transportation	Motor Fuel Local Option	99.09	8/6/2018
Laner Muchin Ltd	Contractual/Consulting Services	Human Resource Management	Insurance Liability	15,565.90	8/6/2018
LaParis Jones	SS Transportation Assistance	WIOA 17	Workforce Development	240.60	8/6/2018
Lashuana Leonard	SS Transportation Assistance	WIOA 17	Workforce Development	35.31	8/6/2018
Laura Holleman	SS Transportation Assistance	WIOA 17	Workforce Development	152.45	8/6/2018
Lauren E. Behnke	Employee Mileage Expense	County Clerk	General Fund	22.89	8/6/2018
Lawn Fixers Inc DBA Spring Green Lawn & Tree Care	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	6,457.90	8/6/2018
Lindsey Brusky	Internet	Other- Countywide Expenses	General Fund	90.95	8/6/2018
Lowery McDonnell Company (LMC)	Building Improvements	Other- Countywide Expenses	Capital Projects	29,925.00	8/6/2018
Lowery McDonnell Company (LMC)	Building Improvements	Other- Countywide Expenses	Capital Projects	1,312.50	8/6/2018
LRD Systems & Forms	General Printing	Building Management	General Fund	539.60	8/6/2018
Lutheran Social Services of IL	Residential Treatment	Court Services	Drug Court Special Resources	6,160.00	8/6/2018
Lynn M Dreymler	Per Diem Expense	Judiciary and Courts	General Fund	12.00	8/6/2018
Management & Information Technology Solutions Inc	DT ITA	WIOA 17	Workforce Development	9,995.00	8/6/2018
Mansfield Oil Company of Gainesville, Inc	Fuel- Vehicles	Sheriff	General Fund	18,611.72	8/6/2018
Marco Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	1,718.40	8/6/2018
Maria A. Castillo	Per Diem Expense	Judiciary and Courts	General Fund	672.00	8/6/2018
Maria C. Arredondo	DT ITA	TAA 16	Workforce Development	78.00	8/6/2018
Maria Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	602.00	8/6/2018
Mariann L Busch	Court Reporter Costs	State's Attorney	General Fund	16.00	8/6/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	79.15	8/6/2018
Martina M. Ralls	Court Reporter Costs	State's Attorney	General Fund	76.00	8/6/2018
Mary A Trezzo	Court Reporter Costs	State's Attorney	General Fund	16.00	8/6/2018
Mary A Trezzo	Court Reporter Costs	State's Attorney	General Fund	27.00	8/6/2018
McMaster-Carr Supply Co	Repairs and Maint- Buildings	Transportation	County Highway	61.47	8/6/2018
Meade Inc.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	44,615.93	8/6/2018
Meade Inc.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	880.17	8/6/2018
Meade Inc.	Accrued Liabilities		Township Motor Fuel	175.00	8/6/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	796.00	8/6/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	199.00	8/6/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	1,691.50	8/6/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	2,385.63	8/6/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	348.25	8/6/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	597.00	8/6/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	1,990.00	8/6/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	5,347.28	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	69.00	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	12.74	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	30.33	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	91.48	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	12.98	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	16.95	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	9.49	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	42.68	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	36.32	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	34.51	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	42.97	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	70.55	8/6/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	74.04	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	3.99	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	82.69	8/6/2018
Menards, Inc.	Repairs and Maint- Grounds	Building Management	General Fund	38.96	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	125.34	8/6/2018
Menards, Inc.	Operating Supplies	County Clerk	General Fund	276.60	8/6/2018
Menards, Inc.	Operating Supplies	County Clerk	General Fund	290.55	8/6/2018
Menards, Inc.	Operating Supplies	County Clerk	General Fund	255.45	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	120.99	8/6/2018
Menards, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	242.86	8/6/2018
Menards, Inc.	Sign Material	Transportation	County Highway	130.82	8/6/2018
Menards, Inc.	Tools	Transportation	Motor Fuel Local Option	57.96	8/6/2018
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	36.99	8/6/2018
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	221.94	8/6/2018
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	278.71	8/6/2018
Michelle Guthrie	Employee Mileage Expense	Kane Comm	Kane Comm	49.05	8/6/2018
Michelle P. Sierzega	Contractual/Consulting Services	Court Services	General Fund	600.00	8/6/2018
Michelle P. Sierzega	Contractual/Consulting Services	Court Services	General Fund	450.00	8/6/2018
Microtrain Technologies	DT ITA	WIOA 17	Workforce Development	10,000.00	8/6/2018
Midwest Environmental Consulting Services, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	4,962.00	8/6/2018
Midwest Veterinary Supply Inc	Operating Supplies	Animal Control	Animal Control	367.70	8/6/2018
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	363.07	8/6/2018
Midwest Veterinary Supply Inc	Medical Supplies and Drugs	Animal Control	Animal Control	154.80	8/6/2018
Mill Creek Water Reclamation District	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	8.00	8/6/2018
Mitra B. Kalelkar	Autopsies/Consulting	Coroner	General Fund	12,925.00	8/6/2018
Municipal Services Associates Inc	Contractual/Consulting Services	Development	General Fund	162.50	8/6/2018
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	287.50	8/6/2018
Natalie Hall	Miscellaneous Contractual Exp	Coroner	General Fund	1,300.00	8/6/2018
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	33.48	8/6/2018
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	124.83	8/6/2018
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	39.17	8/6/2018
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	38.61	8/6/2018
Nicor Gas	Utilities- Natural Gas	Operating Pool	Workforce Development	28.08	8/6/2018
Nicor Gas	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	27.80	8/6/2018
NMS Labs	Toxicology Expense	Coroner	General Fund	8,326.00	8/6/2018
Noel Ortiz-Hernandez	SS Transportation Assistance	WIOA 17	Workforce Development	588.60	8/6/2018
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	75.00	8/6/2018
Northbrook College of Healthcare Inc. LLC	DT ITA	WIOA 17	Workforce Development	2,500.00	8/6/2018
Novatime Technology, Inc	Computer Software- Capital	Other- Countywide Expenses	Capital Projects	17,680.00	8/6/2018
One Hope United	Psychological/Psychiatric Srvs	Court Services	Probation Services	36,047.66	8/6/2018
One Hope United	Psychological/Psychiatric Srvs	Court Services	Probation Services	920.00	8/6/2018
One Hope United	Psychological/Psychiatric Srvs	Court Services	Probation Services	5,935.00	8/6/2018
Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	210.00	8/6/2018
Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	Highway Right of Way	Transportation	Transportation Sales Tax	175.00	8/6/2018
Ottosen Britz Kelly Cooper Gilbert & Dinolfo, Ltd	Legal Services	Development	Mill Creek Special Service Area	60.00	8/6/2018
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	418.60	8/6/2018
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	319.70	8/6/2018
Paddock Publications (Daily Herald)	Legal Printing	Development	General Fund	468.05	8/6/2018
Pamela Steinkellner	Employee Mileage Expense	County Clerk	General Fund	17.66	8/6/2018
Papa Saverio's Pizza c/o Geneva Pizza Inc.	Jurors' Expense	Judiciary and Courts	General Fund	10,000.00	8/6/2018

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Patrick Engineering Inc	Engineering Services	Transportation	Transportation Sales Tax	5,830.99	8/6/2018
Paul Guistolise MS	Contractual/Consulting Services	Court Services	General Fund	300.00	8/6/2018
Paul Guistolise MS	Contractual/Consulting Services	Court Services	General Fund	300.00	8/6/2018
Peoplelink Staffing Solutions (Agency Staffing)	Contractual/Consulting Services	Health	County Health	1,192.75	8/6/2018
Performance Chemical & Supply	Cleaning Supplies	Building Management	General Fund	855.96	8/6/2018
Pessina Tree Services, LLC	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	3,850.00	8/6/2018
PETER J BURGERT	Employee Mileage Expense	Merit Commission	General Fund	130.80	8/6/2018
Petty Cash-Sheriff	Employee Training	Sheriff	General Fund	15.00	8/6/2018
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	10.65	8/6/2018
Phoenix Staffing & Management Systems	Miscellaneous Contractual Exp	Human Resource Management	General Fund	748.30	8/6/2018
Pitney Bowes Inc	Postage	Other- Countywide Expenses	General Fund	40,000.00	8/6/2018
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	479.44	8/6/2018
Pomps Tire Service Inc	Repairs and Maint- Vehicles	Sheriff	General Fund	3,170.80	8/6/2018
Pomps Tire Service Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	1,566.86	8/6/2018
Pomps Tire Service Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	160.70	8/6/2018
Postmaster	Jurors' Expense	Judiciary and Courts	General Fund	690.00	8/6/2018
Postmaster	Jurors' Expense	Judiciary and Courts	General Fund	225.00	8/6/2018
Presence Mercy Medical Center (Provena)	X-Rays	Health	County Health	54.00	8/6/2018
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	65.32	8/6/2018
Priority Products, Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	13.61	8/6/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	144.67	8/6/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	164.26	8/6/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	417.00	8/6/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	91.42	8/6/2018
Quill Corporation	Office Supplies	Emergency Management Services	General Fund	36.82	8/6/2018
Quill Corporation	Office Supplies	Emergency Management Services	General Fund	24.99	8/6/2018
R.N.O.W., Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	176.92	8/6/2018
Rachel J. Hess	Court Appointed Counsel	Judiciary and Courts	General Fund	3,250.00	8/6/2018
Rachele Conant	Miscellaneous Contractual Exp	Public Defender	General Fund	200.00	8/6/2018
Ralph Helm Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	31.24	8/6/2018
Rayco Marking Products	Operating Supplies	County Clerk	General Fund	38.80	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	County Board	General Fund	29.94	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Information Technologies	General Fund	11.93	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Information Technologies	General Fund	15.25	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Information Technologies	General Fund	59.43	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Repairs and Maint- Buildings	Building Management	General Fund	7.50	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	County Auditor	General Fund	28.00	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Treasurer/Collector	General Fund	23.75	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Supervisor of Assessments	General Fund	45.00	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	County Clerk	General Fund	129.84	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Recorder	General Fund	41.36	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	45.00	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	2.50	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	15.42	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Circuit Clerk	General Fund	88.45	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Public Defender	General Fund	15.25	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Public Defender	General Fund	15.25	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Public Defender	General Fund	27.27	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Public Defender	General Fund	105.43	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Sheriff	General Fund		8/6/2018

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Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Sheriff	General Fund	2.50	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Sheriff	General Fund	20.00	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Court Services	General Fund	113.03	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Treasurer/Collector	Tax Sale Automation	0.00	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Disposal and Water Softener Srvs	Transportation	County Highway	91.25	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Health	County Health	20.24	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Veterans' Commission	Veterans' Commission	19.73	8/6/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Environmental Management	Enterprise Surcharge	50.21	8/6/2018
Red Wing Shoe Store	Uniform Supplies	Transportation	Motor Fuel Local Option	150.00	8/6/2018
Regina M Alvarado	SS Transportation Assistance	WIOA 17	Workforce Development	197.94	8/6/2018
RentalMax LLC (Saint Charles)	Repairs and Maintenance- Roads	Building Management	General Fund	232.74	8/6/2018
RentalMax LLC (Saint Charles)	Repairs and Maintenance- Roads	Building Management	General Fund	197.55	8/6/2018
Riteway Glass, Inc.	Operating Supplies	County Clerk	General Fund	805.00	8/6/2018
Robert Enright	Internet	Other- Countywide Expenses	General Fund	44.33	8/6/2018
Robin M. Huber	Employee Mileage Expense	Supervisor of Assessments	General Fund	20.06	8/6/2018
Robis Elections Inc	Election Services	County Clerk	General Fund	525.00	8/6/2018
Rock Gate Capital, LLC (dba 160 Driving Acadamy)	DT ITA	WIOA 17	Workforce Development	5,080.00	8/6/2018
Rodney Adams	Employee Mileage Expense	WIOA 17	Workforce Development	77.80	8/6/2018
Rodney Adams	Employee Mileage Expense	WIOA 17	Workforce Development	103.14	8/6/2018
Rodon Corporation	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	2,160.00	8/6/2018
Ronald L. Haskell	Court Appointed Counsel	Judiciary and Courts	General Fund	3,000.00	8/6/2018
Rosivel Fernando	DT ITA	WIOA 17	Workforce Development	80.00	8/6/2018
RS&H, Inc.	Engineering Services	Transportation	Transportation Sales Tax	21,336.65	8/6/2018
Rubino Engineering, Inc.	Engineering Services	Transportation	Motor Fuel Local Option	15,960.00	8/6/2018
Rush Truck Centers of Illinois, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	31.90	8/6/2018
Ryan Peterson	Conferences and Meetings	Transportation	County Highway	46.08	8/6/2018
Ryan Peterson	Employee Mileage Expense	Transportation	County Highway	16.13	8/6/2018
Ryder Truck Rental Inc	Equipment Rental	County Clerk	General Fund	104.35	8/6/2018
Ryder Truck Rental Inc	Liability Insurance	Human Resource Management	Insurance Liability	24.00	8/6/2018
S&S Automotive, Inc (dba S & S Industrial)	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	355.60	8/6/2018
Sarah E. Seberger	Employee Training	State's Attorney	General Fund	40.62	8/6/2018
Sarwar Mahmood	Conferences and Meetings	Health	County Health	15.00	8/6/2018
Sarwar Mahmood	Employee Mileage Expense	Health	County Health	35.97	8/6/2018
Sarwar Mahmood	Employee Mileage Expense	Health	Kane Kares	16.35	8/6/2018
Shaw Media	Legal Services	Circuit Clerk	General Fund	125.00	8/6/2018
Shaw Media	Legal Trial Notices	State's Attorney	General Fund	75.34	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	7.97	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	786.13	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	197.24	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	(588.60)	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	8.71	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	(6.16)	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	29.77	8/6/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	52.62	8/6/2018
SHI International Corp	Repairs and Maint- Comm Equip	Information Technologies	General Fund	117.00	8/6/2018
Sidwell Company	Books and Subscriptions	Recorder	Recorder's Automation	650.00	8/6/2018
Sisler's Ice, Inc.	Operating Supplies	Transportation	County Highway	145.00	8/6/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	1,100.00	8/6/2018
Sousie Jenkins	Employee Mileage Expense	Court Services	General Fund	21.80	8/6/2018
Southern Computer Warehouse (SCW)	Voting Systems and Accessories	County Clerk	General Fund	2,770.00	8/6/2018

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St. Augustine College	DT ITA	TAA 16	Workforce Development	2,218.76	8/6/2018
State of IL Secretary of State	Notary Services	County Clerk	General Fund	10.00	8/6/2018
State of IL Treasurer-IDOT	Bridge Construction	Transportation	Transportation Sales Tax	117,814.64	8/6/2018
State of IL Treasurer-IDOT	Road Construction	Transportation	Upper Fox Impact Fees	462,359.13	8/6/2018
State of IL Treasurer-IDOT	Road Construction	Transportation	North Impact Fees	83,010.84	8/6/2018
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	937.00	8/6/2018
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	623.00	8/6/2018
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	66.00	8/6/2018
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	66.00	8/6/2018
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	66.00	8/6/2018
Steiner Electric Co Inc	Repairs and Maint- Buildings	Building Management	General Fund	120.48	8/6/2018
Stephen Fitzmaurice	Employee Mileage Expense	Supervisor of Assessments	General Fund	12.54	8/6/2018
Strand Associates Inc	Engineering Services	Transportation	Transportation Sales Tax	29,328.29	8/6/2018
Strand Associates Inc	Engineering Services	Transportation	Transportation Sales Tax	28,751.56	8/6/2018
Strypes Plus More, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	150.00	8/6/2018
Suburban Tire Company	Repairs and Maint- Vehicles	Animal Control	Animal Control	57.85	8/6/2018
Sugar Grove Water Authority	Special Studies	Development	Cost Share Drainage	1,733.12	8/6/2018
Suicide Prevention Services	External Grants	County Board	Grand Victoria Casino Elgin	18,248.00	8/6/2018
Susan Ericson (Employee)	Employee Mileage Expense	County Clerk	General Fund	30.41	8/6/2018
Susan Ericson (Employee)	Office Supplies	County Clerk	General Fund	236.04	8/6/2018
Susana J. Larranaga	Contractual/Consulting Services	Judiciary and Courts	General Fund	1,080.00	8/6/2018
Sylvia Shadab	Contractual/Consulting Services	Judiciary and Courts	General Fund	966.00	8/6/2018
Sysco Food Services Chicago	Food	Court Services	General Fund	428.12	8/6/2018
Sysco Food Services Chicago	Food	Court Services	General Fund	805.50	8/6/2018
TAPCO (Traffic & Parking Control Co, Inc.)	Sign Material	Transportation	County Highway	1,750.00	8/6/2018
Tarri Banas	Internet	Other- Countywide Expenses	General Fund	39.95	8/6/2018
Taylor Street Pizza & Catering	Conferences and Meetings	Transportation	County Highway	147.28	8/6/2018
Terri A. Murison	SS Transportation Assistance	WIOA 17	Workforce Development	322.21	8/6/2018
The Clay Companies dba Raise-Rite Concrete Lifting	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	17,732.00	8/6/2018
The Institute of Internal Auditors - CNL	General Association Dues	County Auditor	General Fund	12.50	8/6/2018
The Tree House Inc	Computer Related Supplies	County Clerk	General Fund	339.60	8/6/2018
The Tree House Inc	Computer Software- Non Capital	State's Attorney	General Fund	1,345.95	8/6/2018
The Tree House Inc	Office Supplies	Veterans' Commission	Veterans' Commission	179.40	8/6/2018
Theresa Rios	Employee Training	Kane Comm	Kane Comm	10.56	8/6/2018
Theresa Rios	Employee Mileage Expense	Kane Comm	Kane Comm	35.97	8/6/2018
Thomas B. Rickert	Conferences and Meetings	Transportation	County Highway	50.75	8/6/2018
Thomas B. Rickert	Employee Mileage Expense	Transportation	County Highway	172.77	8/6/2018
Thomas Engineering Group, LLC	Engineering Services	Transportation	Tri-Cities Impact Fees	2,903.90	8/6/2018
Thomas S. Nicoski	Conferences and Meetings	Information Technologies	Geographic Information Systems	365.00	8/6/2018
Thomson Reuters GRC Inc. (West Government)	Contractual/Consulting Services	State's Attorney	General Fund	318.09	8/6/2018
Tissue Techniques Pathology Labs LLC	Toxicology Expense	Coroner	General Fund	197.10	8/6/2018
Tom Troy Anderson	SS Transportation Assistance	WIOA 17	Workforce Development	61.51	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	10.33	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Auditor	General Fund	20.08	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	264.70	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	137.78	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	4.72	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	General Fund	97.74	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	69.00	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	3.75	8/6/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Court Services	General Fund	31.87	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	County Clerk	Vital Records Automation	20.28	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	4.95	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	18.02	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	49.09	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	41.96	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	108.61	8/6/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	30.93	8/6/2018
Toshiba Financial Services	Equipment Rental	Judiciary and Courts	General Fund	321.08	8/6/2018
Tower Works, Inc	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	1,275.00	8/6/2018
Town & Country Gardens	Operating Supplies	County Clerk	Vital Records Automation	69.99	8/6/2018
TPH, LLC	Halfway House	Court Services	Drug Court Special Resources	390.00	8/6/2018
Traffic Control & Protection, Inc.	Sign Material	Transportation	County Highway	88.50	8/6/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	415.46	8/6/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	286.48	8/6/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	731.65	8/6/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	286.48	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	233.31	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	282.89	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	316.48	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	283.98	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	170.23	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	229.88	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	190.20	8/6/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	238.48	8/6/2018
Treadstone Tire Recycling LLC (Recycled Rubber)	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	300.50	8/6/2018
Tri-Com Central Dispatch/City of Geneva	Accrued Liabilities		Wireless 911	270,124.03	8/6/2018
Tri-Dim Filter Corp	Repairs and Maint- Buildings	Building Management	General Fund	116.40	8/6/2018
Uline	Office Supplies	County Clerk	General Fund	87.95	8/6/2018
University of Illinois (U of I)	Special Studies	Development	Cost Share Drainage	3,194.22	8/6/2018
US Department of Interior (USGS)	Contractual/Consulting Services	Environmental Management	Stormwater Management	15,190.00	8/6/2018
V3 Companies of Illinois Ltd	Engineering Services	Transportation	Transportation Sales Tax	41,688.18	8/6/2018
V3 Companies of Illinois Ltd	Engineering Services	Transportation	Transportation Sales Tax	48,210.00	8/6/2018
V3 Construction Group LTD	Grant Pass Thru	Environmental Management	Stormwater Management	768.00	8/6/2018
Valley Hydraulic Service, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	219.76	8/6/2018
Veritiv Operating Company	Printing Supplies	Building Management	General Fund	1,030.00	8/6/2018
Verizon Wireless	Miscellaneous Contractual Exp	Public Defender	General Fund	1,833.34	8/6/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	(100.00)	8/6/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	(100.00)	8/6/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	1,898.97	8/6/2018
Vision For Change LLC	Employee Training	Kane Comm	Kane Comm	297.00	8/6/2018
Voiance Language Services, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	207.90	8/6/2018
W A Management, Inc. (Waldschmidt & Assoc.)	Other Construction	Development	Cost Share Drainage	6,570.00	8/6/2018
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	486.30	8/6/2018
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	214.20	8/6/2018
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	486.30	8/6/2018
Warehouse Direct Office Products	Office Supplies	Human Resource Management	General Fund	6.58	8/6/2018
Warehouse Direct Office Products	Office Supplies	Supervisor of Assessments	General Fund	61.59	8/6/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	29.59	8/6/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	137.11	8/6/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Warehouse Direct Office Products	Operating Supplies	County Clerk	General Fund	71.98	8/6/2018
Warehouse Direct Office Products	Computer Related Supplies	County Clerk	General Fund	119.99	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	187.44	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	369.47	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	217.80	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	32.37	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	(253.53)	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	(217.80)	8/6/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	1,040.08	8/6/2018
Warehouse Direct Office Products	Office Supplies	Sheriff	General Fund	61.92	8/6/2018
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	57.35	8/6/2018
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	146.00	8/6/2018
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	257.04	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Sheriff	Court Security	17.62	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Sheriff	Court Security	190.76	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Sheriff	Court Security	293.77	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Sheriff	Court Security	1,675.25	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Sheriff	Court Security	179.00	8/6/2018
Warehouse Direct Office Products	Employee Recognition Supplies	Sheriff	Court Security	41.02	8/6/2018
Warehouse Direct Office Products	Employee Recognition Supplies	Sheriff	Court Security	21.76	8/6/2018
Warehouse Direct Office Products	Employee Recognition Supplies	Sheriff	Court Security	113.28	8/6/2018
Warehouse Direct Office Products	Employee Recognition Supplies	Sheriff	Court Security	10.88	8/6/2018
Warehouse Direct Office Products	Employee Recognition Supplies	Sheriff	Court Security	18.88	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Animal Control	Animal Control	54.47	8/6/2018
Warehouse Direct Office Products	Office Supplies	Transportation	County Highway	302.16	8/6/2018
Warehouse Direct Office Products	Operating Supplies	Health	County Health	26.59	8/6/2018
Waste Management of Illinois - West	Equipment Rental	Emergency Management Services	General Fund	192.71	8/6/2018
Waste Management of Illinois - West	Disposal and Water Softener Svcs	Transportation	County Highway	308.28	8/6/2018
WBK Engineering, LLC	Engineering Services	Transportation	Transportation Sales Tax	8,655.07	8/6/2018
Weaver Consultants Group	Contractual/Consulting Services	Environmental Management	Enterprise General	39,506.82	8/6/2018
Weaver Consultants Group	Contractual/Consulting Services	Environmental Management	Enterprise General	23,157.69	8/6/2018
Wex Fleet Universal (Wright Express FSC)	Fuel- Vehicles	Sheriff	General Fund	16,258.40	8/6/2018
Wight & Company	Engineering Services	Transportation	Transportation Sales Tax	28,811.97	8/6/2018
William Hicks	Uniform Allowance	Judiciary and Courts	General Fund	40.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	25.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	665.00	8/6/2018
Wine Sergi Insurance (Acrisure, LLC)	Liability Insurance	Human Resource Management	Insurance Liability	200.00	8/6/2018
Zahida Fakroddin	Employee Mileage Expense	County Clerk	General Fund	68.67	8/6/2018
Zuelke Law Office (Donald R. Zuelke)	Court Appointed Counsel	Judiciary and Courts	General Fund	3,250.00	8/6/2018
	Witness Costs	State's Attorney	General Fund	8.00	8/6/2018
	Witness Costs	State's Attorney	Child Advocacy Center	324.00	8/6/2018
	Trials and Costs of Hearing	Public Defender	General Fund	513.45	8/6/2018
	Trials and Costs of Hearing	Public Defender	General Fund	164.00	8/6/2018
	Trials and Costs of Hearing	State's Attorney	Insurance Liability	9.88	8/6/2018
	Witness Costs	State's Attorney	Child Advocacy Center	271.18	8/6/2018

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	Trials and Costs of Hearing	State's Attorney	General Fund	870.16	8/6/2018
	Trials and Costs of Hearing	State's Attorney	Insurance Liability	749.15	8/6/2018
	Trials and Costs of Hearing	State's Attorney	Insurance Liability	377.20	8/6/2018
	Trials and Costs of Hearing	Public Defender	General Fund	912.00	8/6/2018
State of Illinois-Violent Crime Victims Asst Fund	Atty General Victim Coord Grant	State's Attorney	Victim Coordinator Services	136.09	8/7/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	5,571.15	8/8/2018
IMRF	Accounts Receivable- Employee		Illinois Municipal Retirement	197.72	8/9/2018
IMRF	Payroll Payable		Illinois Municipal Retirement	923,400.98	8/9/2018
Sidi Spaces LLC dba Bizbox	Voting Systems and Accessories	County Clerk	General Fund	47,162.00	8/13/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	2,636.48	8/15/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	4,379.33	8/16/2018
105 Grove LLC	Building Space Rental	Court Services	General Fund	2,517.58	8/20/2018
105 Grove LLC	Building Space Rental	Court Services	General Fund	2,517.58	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Abel Screening Inc	Testing Materials	Court Services	General Fund	79.00	8/20/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	1,594.00	8/20/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	1,594.00	8/20/2018
Accountemps	Contractual/Consulting Services	State's Attorney	General Fund	1,594.00	8/20/2018
Accurate Document Destruction Inc (GROOT)	Destruction of Records Services	Circuit Clerk	Court Document Storage	251.84	8/20/2018
Accurate Document Destruction Inc (GROOT)	Professional Services	Environmental Management	Enterprise Surcharge	2,820.00	8/20/2018
Adam Brill	Employee Mileage Expense	Health	County Health	45.50	8/20/2018
Advance Stores Company, Inc. (Advance Auto Parts)	Repairs and Maint- Equipment	Emergency Management Services	General Fund	5.69	8/20/2018
Advanced Correctional Healthcare	Medical/Dental/Hospital Services	Court Services	General Fund	26,118.64	8/20/2018
Advanced Correctional Healthcare	Medical Supplies and Drugs	Court Services	General Fund	(42.75)	8/20/2018
Aftermath Services, LLC	Miscellaneous Contractual Exp	Coroner	General Fund	122.50	8/20/2018
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	647.68	8/20/2018
Al Piemonte Cadillac Inc dba St. Charles Chrysler	Repairs and Maint- Vehicles	Sheriff	General Fund	360.00	8/20/2018
Alexis Katzenbach	Employee Mileage Expense	Health	County Health	46.99	8/20/2018
Ali Jablway	SS Transportation Assistance	TAA 16	Workforce Development	92.86	8/20/2018
All American Door Hardware, Inc.	Repairs and Maint- Buildings	Transportation	County Highway	618.75	8/20/2018
Alliance for Water Efficiency	Special Studies	Development	Cost Share Drainage	500.00	8/20/2018
Alphagraphics (#344)	Grant Expense	Development	Growing for Kane	121.10	8/20/2018
Angela Martin	Employee Training	Supervisor of Assessments	General Fund	9.39	8/20/2018
Angela Martin	Employee Mileage Expense	Supervisor of Assessments	General Fund	14.82	8/20/2018
Ann M. Grathoff	Highway Right of Way	Transportation	Tri-Cities Impact Fees	10,150.00	8/20/2018
Anne Rimmer	SS Transportation Assistance	TAA 16	Workforce Development	70.64	8/20/2018
Antoinette Smith	SS Transportation Assistance	WIOA 17	Workforce Development	189.64	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	79.00	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	156.00	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	66.28	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	13.39	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	79.83	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	20.98	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	81.28	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	2.49	8/20/2018
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund		8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
APC Stores, Inc (Bumper to Bumper)	Repairs and Maint- Vehicles	Sheriff	General Fund	64.38	8/20/2018
Applied Research Associates Inc	Engineering Services	Transportation	County Highway	3,251.49	8/20/2018
Aramark Services, Inc.	Food	Sheriff	General Fund	12,992.42	8/20/2018
Aramark Services, Inc.	Food	Sheriff	General Fund	13,060.86	8/20/2018
Aramark Services, Inc.	Food	Sheriff	General Fund	12,965.04	8/20/2018
Association for Individual Development (AID)	Psychological/Psychiatric Srvs	Court Services	General Fund	1,670.00	8/20/2018
Astazie Ortega	Employee Mileage Expense	Health	County Health	52.48	8/20/2018
AT&T	Telephone	Other- Countywide Expenses	General Fund	224.95	8/20/2018
AT&T	Telephone	Other- Countywide Expenses	General Fund	16,279.71	8/20/2018
AT&T	Telephone	Other- Countywide Expenses	General Fund	4,111.87	8/20/2018
AT&T	Telephone	Operating Pool	Workforce Development	136.71	8/20/2018
AT&T Mobility	Cellular Phone	Other- Countywide Expenses	General Fund	666.53	8/20/2018
Aurora African American Health Coalition	Contractual/Consulting Services	Health	County Health	7,700.00	8/20/2018
Automatic Door Authority	Security Services	County Clerk	General Fund	2,615.00	8/20/2018
Ava Rivera	Employee Mileage Expense	Transportation	County Highway	5.45	8/20/2018
Barb Gillihan	Employee Mileage Expense	Circuit Clerk	General Fund	29.98	8/20/2018
Batavia Enterprises, Inc	Repairs and Maint- Buildings	Building Management	General Fund	11,248.64	8/20/2018
Batavia Instant Print Inc	General Printing	Building Management	General Fund	254.63	8/20/2018
Batavia United Way	Contractual/Consulting Services	Information Technologies	Web Technical Services	30,000.00	8/20/2018
Batteries Plus Bulbs (Power Up Batteries LLC)	Repairs and Maint- Buildings	Building Management	General Fund	167.40	8/20/2018
Batteries Plus Bulbs (Power Up Batteries LLC)	Repairs and Maint- Buildings	Building Management	General Fund	53.90	8/20/2018
Battery Service Corporation	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	397.50	8/20/2018
Bentley Systems Inc	Software Licensing Cost	Transportation	County Highway	3,042.00	8/20/2018
Best Buy Business Advantage Account	Computer Related Supplies	Information Technologies	General Fund	1,814.20	8/20/2018
Bev Doran	Employee Training	Supervisor of Assessments	General Fund	18.93	8/20/2018
Beverly A. Lopez	Employee Mileage Expense	Health	County Health	33.79	8/20/2018
Black Gold Septic Inc	Grease Trap- Septic Services	Building Management	General Fund	180.00	8/20/2018
Black Gold Septic Inc	Repairs and Maint- Buildings	Building Management	General Fund	485.00	8/20/2018
Blue 360 Media LLC	Books and Subscriptions	Law Library	Law Library	55.25	8/20/2018
Blue 360 Media LLC	Books and Subscriptions	Law Library	Law Library	753.48	8/20/2018
Board of Trustees of Community College (Malcolm X)	DT ITA	TAA 16	Workforce Development	1,167.86	8/20/2018
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	111.00	8/20/2018
Bob Barker Company Inc	Juvenile Board and Care	Court Services	General Fund	1,693.84	8/20/2018
Bob Barker Company Inc	Office Supplies	Court Services	General Fund	81.15	8/20/2018
Bob Barker Company Inc	Medical Supplies and Drugs	Court Services	General Fund	316.00	8/20/2018
Boxwood Technology Inc	Employment Advertising	Development	General Fund	315.56	8/20/2018
Boxwood Technology Inc	Employment Advertising	Environmental Management	Enterprise Surcharge	55.69	8/20/2018
Breaking Free	Psychological/Psychiatric Srvs	Court Services	Probation Services	185.00	8/20/2018
Brett Youngsteadt	Employee Mileage Expense	Animal Control	Animal Control	20.82	8/20/2018
Brian Howes	Employee Training	Court Services	General Fund	44.26	8/20/2018
Brittany Buckhalter	SS Transportation Assistance	WIOA 17	Workforce Development	16.67	8/20/2018
Buck Brothers Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	73.86	8/20/2018
Burnidge Properties	Building Space Rental	Health	County Health	1,365.58	8/20/2018
Burnidge Properties	Building Space Rental	Health	Kane Kares	1,440.19	8/20/2018
Byers Printing Company	Contractual/Consulting Services	Health	County Health	1,198.93	8/20/2018
Cam-Vac, Inc.	Other Construction	Development	Cost Share Drainage	750.00	8/20/2018
Canon Solutions America Inc	Repairs and Maint- Copiers	Sheriff	General Fund	303.20	8/20/2018
Canon Solutions America Inc	Operating Supplies	Sheriff	General Fund	187.23	8/20/2018
Canon Solutions America Inc	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	482.73	8/20/2018
Cardinal Health 108, LLC (Cardinal Health Inc.)	Medical Supplies and Drugs	Health	County Health	14,000.00	8/20/2018

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Carl H. Herout	Employee Mileage Expense	Coroner	General Fund	78.48	8/20/2018
Cassie Design	Contractual/Consulting Services	Information Technologies	Web Technical Services	3,283.00	8/20/2018
CCMSI	Liability Insurance	Human Resource Management	Insurance Liability	8,687.18	8/20/2018
CCMSI	Workers Compensation	Human Resource Management	Insurance Liability	90,955.69	8/20/2018
Certified Elevator Inspection Corporation	Repairs and Maint- Buildings	Building Management	General Fund	270.00	8/20/2018
Certified Elevator Inspection Corporation	Repairs and Maint- Buildings	Building Management	General Fund	600.00	8/20/2018
Certified Elevator Inspection Corporation	Repairs and Maint- Buildings	Building Management	General Fund	180.00	8/20/2018
Certified Elevator Inspection Corporation	Repairs and Maint- Buildings	Building Management	General Fund	210.00	8/20/2018
Certified Elevator Inspection Corporation	Repairs and Maint- Buildings	Building Management	General Fund	990.00	8/20/2018
cFive Solutions Inc. (Capita Technologies, Inc)	Software Licensing Cost	Court Services	Probation Services	14,263.75	8/20/2018
Charles A. Lasky	Internet	Other- Countywide Expenses	General Fund	99.95	8/20/2018
Chicago Metropolitan Agency for Planning (CMAP)	Northeast IL Plan and Metro Svcs	Transportation	County Highway	27,143.00	8/20/2018
Chicago Office Technology Group (COTG)	Repairs and Maint- Copiers	State's Attorney	General Fund	322.05	8/20/2018
Chicago Title Company, LLC	Highway Right of Way	Transportation	Transportation Sales Tax	100.00	8/20/2018
Chicago Transit Authority	Sanction Incentives	Court Services	Drug Court Special Resources	2,146.00	8/20/2018
Chicago Tribune	Operating Supplies	Sheriff	General Fund	50.61	8/20/2018
Chicago Tribune	General Advertising	Court Services	General Fund	62.66	8/20/2018
Chicago Tribune	General Advertising	Court Services	General Fund	72.30	8/20/2018
Chicago Tribune	General Advertising	Court Services	Drug Court Special Resources	72.30	8/20/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	147.06	8/20/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	County Highway	12,573.71	8/20/2018
Christopher B. Burke Engineering, Ltd.	Engineering Services	Transportation	Greater Elgin Impact Fees	47,458.51	8/20/2018
Cintas Corporation	Repairs and Maint- Vehicles	Sheriff	General Fund	34.30	8/20/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	317.46	8/20/2018
Cintas Corporation	Uniform Supplies	Transportation	Motor Fuel Local Option	288.21	8/20/2018
CIORBA Group Inc	Engineering Services	Transportation	Transportation Sales Tax	1,495.50	8/20/2018
CIOX Health LLC (HealthPort)	Operating Supplies	Coroner	Coroner Administration	40.91	8/20/2018
City of Aurora	Security Services	Court Services	Probation Services	1,035.00	8/20/2018
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	79.95	8/20/2018
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	82.26	8/20/2018
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	66.92	8/20/2018
City of Batavia	Utilities- Intersect Lighting	Transportation	County Highway	90.85	8/20/2018
City of Elgin	Security Services	Court Services	Probation Services	1,035.00	8/20/2018
City of Geneva	Utilities- Sewer	Building Management	General Fund	196.35	8/20/2018
City of Geneva	Utilities- Water	Building Management	General Fund	317.27	8/20/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	5,707.79	8/20/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	169.82	8/20/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	280.02	8/20/2018
City of Geneva	Utilities- Electric	Building Management	General Fund	758.41	8/20/2018
City of Geneva	Utilities- Intersect Lighting	Transportation	County Highway	52.09	8/20/2018
Classic Plastics Corporation	Body Bags	Coroner	Coroner Administration	947.60	8/20/2018
Combined Roofing Services LLC (American Roofing)	Repairs and Maint- Buildings	Building Management	General Fund	464.00	8/20/2018
ComEd	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	73.42	8/20/2018
ComEd	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	37.94	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	34.61	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	4,176.06	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	38.58	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	153.15	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	120.07	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	100.00	8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	62.24	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	62.07	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	10.28	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	42.57	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	6.30	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	70.43	8/20/2018
ComEd	Utilities- Intersect Lighting	Transportation	County Highway	2,726.06	8/20/2018
ComEd	Utilities- Electric	Health	County Health	235.89	8/20/2018
ComEd	Utilities- Electric	Health	County Health	285.33	8/20/2018
ComEd	Utilities- Electric	Operating Pool	Workforce Development	324.03	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	73.42	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	27.80	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	23.65	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	72.35	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	44.18	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	32.37	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	23.65	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	56.27	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	125.71	8/20/2018
ComEd	Utilities- Intersect Lighting	Development	Mill Creek Special Service Area	5.30	8/20/2018
ComEd	Accrued Liabilities		Township Motor Fuel	2,286.50	8/20/2018
Computer Training Source	DT ITA	WIOA 17	Workforce Development	9,700.00	8/20/2018
Computer Training Source	DT ITA	TAA 16	Workforce Development	1,575.13	8/20/2018
Computer Training Source	DT ITA	TAA 17	Workforce Development	7,912.87	8/20/2018
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	31,713.64	8/20/2018
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	8,112.79	8/20/2018
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	2,737.19	8/20/2018
Constellation NewEnergy Inc.	Utilities- Electric	Building Management	General Fund	33,926.22	8/20/2018
Constellation NewEnergy Inc.	Utilities- Electric	Transportation	County Highway	2,860.58	8/20/2018
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	275.57	8/20/2018
Constellation NewEnergy Inc.	Utilities- Intersect Lighting	Transportation	County Highway	154.24	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	1,728.71	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	3,473.78	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	1,817.31	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	808.98	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	1,203.83	8/20/2018
Constellation NewEnergy-Gas Division, LLC	Utilities- Natural Gas	Building Management	General Fund	4,659.99	8/20/2018
Convergint Technologies LLC	Repairs and Maint- Comm Equip	Court Services	General Fund	636.00	8/20/2018
Cordogan, Clark & Associates Inc	Building Improvements	Other- Countywide Expenses	Capital Projects	587,408.05	8/20/2018
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	1,596.00	8/20/2018
Cornerstone Partners Horticultural Services Co.	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	2,394.60	8/20/2018
County of Kendall	Prepaid Expense		Workforce Development	808.00	8/20/2018
County of Kendall Sheriffs Department	Adult Prisoner Board and Care	Sheriff	General Fund	3,000.00	8/20/2018
Cynthia Brue	SS Transportation Assistance	WIOA 17	Workforce Development	231.35	8/20/2018
D. Four LLC	Highway Right of Way	Transportation	Tri-Cities Impact Fees	28,750.00	8/20/2018
Dana D. Bollman	Per Diem Expense	Judiciary and Courts	General Fund	192.00	8/20/2018
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	1,468.00	8/20/2018
Dana D. Bollman	Court Reporter Costs	State's Attorney	General Fund	444.00	8/20/2018
Dan's Auto Service Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	80.00	8/20/2018
Dan's Auto Service Inc.	Repairs and Maint- Vehicles	Sheriff	General Fund	700.00	8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
DAVID C KING	Employee Mileage Expense	Recorder	General Fund	28.56	8/20/2018
Davis Neuenkirchen	Internet	Other- Countywide Expenses	General Fund	79.95	8/20/2018
DayOne PACT	Highway Right of Way	Transportation	Tri-Cities Impact Fees	1,100.00	8/20/2018
De Lage Landen Financial Services, Inc.	Equipment Rental	Judiciary and Courts	General Fund	125.00	8/20/2018
Deborah L. Conley LTD	Counseling Services	State's Attorney	Child Advocacy Center	1,650.00	8/20/2018
Debra Quirin	Employee Mileage Expense	Circuit Clerk	General Fund	117.18	8/20/2018
DePaul University	DT ITA	WIOA 17	Workforce Development	1,300.00	8/20/2018
Devnet, Inc	Software Licensing Cost	Other- Countywide Expenses	General Fund	34,437.50	8/20/2018
Diane Dawson	Employee Mileage Expense	Health	County Health	11.45	8/20/2018
Directions Training Center	DT ITA	WIOA 17	Workforce Development	10,000.00	8/20/2018
DNM Sealcoating, Inc	Repairs and Maint- Grounds	Development	Mill Creek Special Service Area	1,325.00	8/20/2018
Donnie Richardson-Jones	Employee Training	Supervisor of Assessments	General Fund	19.02	8/20/2018
Donnie Richardson-Jones	Employee Mileage Expense	Supervisor of Assessments	General Fund	7.20	8/20/2018
Dreyer Medical Clinic	Contractual/Consulting Services	Health	County Health	2,000.00	8/20/2018
Duke & Lee's Service Corp	Repairs and Maint- Vehicles	Coroner	General Fund	489.50	8/20/2018
Dultmeier Sales Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	48.77	8/20/2018
Durin Caplan	Employee Training	Court Services	General Fund	98.76	8/20/2018
Ecker Center for Mental Health	Psychological/Psychiatric Srvs	Court Services	General Fund	1,670.00	8/20/2018
Edgar K. Collison Law Offices, Ltd.	Legal Services	State's Attorney	Insurance Liability	3,000.00	8/20/2018
Ed's Auto Repair Inc	Repairs and Maint- Vehicles	State's Attorney	General Fund	491.41	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	County Highway	(26.11)	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	132.18	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	64.19	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	(8.49)	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	13.34	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	292.62	8/20/2018
Elburn NAPA Inc	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	49.40	8/20/2018
Elburn NAPA Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	35.95	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	100.44	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	34.06	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	41.40	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	40.84	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	330.10	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	445.93	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	59.48	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	119.58	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	437.92	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	12.90	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	91.85	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	15.68	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	667.93	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	6.99	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	42.35	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	175.77	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	10.33	8/20/2018
Elburn NAPA Inc (dba North Aurora NAPA)	Repairs and Maint- Vehicles	Sheriff	General Fund	21.24	8/20/2018
Elgin Community College	DT ITA	WIOA 17	Workforce Development	880.00	8/20/2018
Elgin Paper Co	Operating Supplies	Sheriff	General Fund	5,389.20	8/20/2018
Elgin Paper Co	Operating Supplies	Animal Control	Animal Control	185.25	8/20/2018
Elizabeth Donegan PsyD	Psychological/Psychiatric Srvs	Judiciary and Courts	General Fund	75.00	8/20/2018

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Engineering Resource Associates, Inc.	Miscellaneous Contractual Exp	Development	Mill Creek Special Service Area	2,831.90	8/20/2018
Epsilon	General Printing	County Clerk	General Fund	8,721.53	8/20/2018
EQ-The Environmental Quality Co. (dba US Ecology)	Contractual/Consulting Services	Environmental Management	Enterprise Surcharge	5,285.00	8/20/2018
Eric C Gwillim	Internet	Other- Countywide Expenses	General Fund	79.95	8/20/2018
Erin Rauscher	Employee Mileage Expense	Health	County Health	189.59	8/20/2018
Extra Space Storage	Prepaid Expense		Workforce Development	176.00	8/20/2018
F James Garbe	Prepaid Expense		Workforce Development	5,853.00	8/20/2018
Fairfield Inn & Suites St Charles	Employee Training	State's Attorney	General Fund	99.90	8/20/2018
Fairfield Inn & Suites St Charles	Employee Training	State's Attorney	General Fund	99.90	8/20/2018
FedEx	Postage	Other- Countywide Expenses	General Fund	1,304.38	8/20/2018
FedEx	Postage	Other- Countywide Expenses	General Fund	333.28	8/20/2018
FedEx	Postage	Other- Countywide Expenses	General Fund	69.86	8/20/2018
FedEx	Postage	Other- Countywide Expenses	General Fund	275.32	8/20/2018
FedEx	Postage	Other- Countywide Expenses	General Fund	102.62	8/20/2018
Fidelity National Title Company, LLC	Blighted Structure Demolition	Environmental Management	Enterprise Surcharge	250.00	8/20/2018
Firestone Tire & Service Center	Repairs and Maint- Vehicles	Court Services	General Fund	59.99	8/20/2018
Firestone Tire & Service Center	Repairs and Maint- Vehicles	Court Services	General Fund	40.48	8/20/2018
Firestone Tire & Service Center	Repairs and Maint- Vehicles	Court Services	Drug Court Special Resources	51.08	8/20/2018
First American Title Insurance Company	Miscellaneous Contractual Exp	Development	HOME Program	32,000.00	8/20/2018
Flexible Benefits Service Corporation	Healthcare Admin Services	Other- Countywide Expenses	Health Insurance Fund	796.00	8/20/2018
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	7,832.63	8/20/2018
Flexible Benefits Service Corporation	Accrued Liabilities		Flexible Spending Account	4,802.05	8/20/2018
Fluorecycle, Inc.	Professional Services	Environmental Management	Enterprise Surcharge	260.04	8/20/2018
Frank's Employment Inc (Frank's Temporaries)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	117.00	8/20/2018
Frank's Employment Inc (Frank's Temporaries)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	136.50	8/20/2018
Fuller's Full Service Car Wash	Repairs and Maint- Vehicles	Building Management	General Fund	8.95	8/20/2018
G.W. Berkheimer Co., Inc.	Repairs and Maint- Buildings	Building Management	General Fund	27.16	8/20/2018
Gateway Foundation	Psychological/Psychiatric Svcs	Court Services	General Fund	1,670.00	8/20/2018
Genesis Technologies Inc.	Computer Related Supplies	Court Services	General Fund	477.90	8/20/2018
Genesis Technologies Inc.	Computer Related Supplies	Court Services	General Fund	619.02	8/20/2018
Geneva Construction Company	Building Improvements	Transportation	County Highway	43,077.32	8/20/2018
Geneva Construction Company	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	477,517.14	8/20/2018
Geneva Construction Company	Repairs and Maint- Resurfacing	Transportation	Motor Fuel Local Option	420,203.07	8/20/2018
Georgina Lynn McShane	Employee Mileage Expense	County Clerk	General Fund	29.59	8/20/2018
Gordon Flesch Company Inc	Repairs and Maint- Equipment	Judiciary and Courts	General Fund	49.00	8/20/2018
Gordon Flesch Company Inc	Equipment Rental	Judiciary and Courts	General Fund	33.48	8/20/2018
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	General Fund	42.22	8/20/2018
Gordon Flesch Company Inc	Repairs and Maint- Copiers	State's Attorney	Insurance Liability	71.47	8/20/2018
Gordon Flesch Company Inc	Repairs and Maint- Copiers	Recorder	Recorder's Automation	17.54	8/20/2018
Grainger Inc	Repairs and Maint- Buildings	Building Management	General Fund	136.50	8/20/2018
Grainger Inc	Repairs and Maint- Buildings	Transportation	County Highway	95.52	8/20/2018
Harris Computer Systems (Municipal Software)	Software Licensing Cost	Information Technologies	Web Technical Services	1,740.71	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	30.90	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11.18	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	11.69	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	0.88	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	89.08	8/20/2018
Havlicek Geneva Ace Hardware LLC	Repairs and Maint- Buildings	Building Management	General Fund	7.73	8/20/2018
Healthcare Waste Management Inc	Disposal and Water Softener Svcs	Health	County Health	44.75	8/20/2018
Heather Cameron	Employee Mileage Expense	Circuit Clerk	General Fund		

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HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	General Fund	979.13	8/20/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	General Fund	1,104.25	8/20/2018
HIPP Temporary Staffing Inc	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	196.00	8/20/2018
HIPP Temporary Staffing Inc	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	196.00	8/20/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	819.00	8/20/2018
HIPP Temporary Staffing Inc	Contractual/Consulting Services	Information Technologies	Web Technical Services	994.00	8/20/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	861.40	8/20/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	26.34	8/20/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	82.68	8/20/2018
HP Products A Ferguson Enterprise	Cleaning Supplies	Building Management	General Fund	400.17	8/20/2018
HP Products A Ferguson Enterprise	Repairs and Maint- Buildings	Building Management	General Fund	187.69	8/20/2018
HP Products A Ferguson Enterprise	Office Supplies	Court Services	General Fund	18.32	8/20/2018
HR GREEN Inc (formerly SEC GROUP Inc)	Engineering Services	Transportation	Transportation Sales Tax	4,646.87	8/20/2018
IL Assn of County Clerks & Recordors (IACCR)	Conferences and Meetings	County Clerk	General Fund	240.00	8/20/2018
IL Department of Innovation & Technology (CMS)	Contractual/Consulting Services	Sheriff	General Fund	942.40	8/20/2018
IL Dept of Public Health, Div of Vital Records	Accrued Liabilities		Death Certificates	8,364.00	8/20/2018
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	423.78	8/20/2018
ILLCO INC	Repairs and Maint- Buildings	Building Management	General Fund	10.00	8/20/2018
Illinois Department of Employment Security	Unemployment Claims	Human Resource Management	Insurance Liability	4,617.00	8/20/2018
Illinois Department of Employment Security	Unemployment Claims	Human Resource Management	Insurance Liability	(2.41)	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	123.75	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	71.25	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	131.25	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	71.25	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	138.75	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	127.50	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	112.50	8/20/2018
Illinois Institute for Continuing Legal Education	Books and Subscriptions	Law Library	Law Library	131.25	8/20/2018
Illinois State Bar Association	Books and Subscriptions	Law Library	Law Library	42.87	8/20/2018
Image-Pro Services & Supplies Inc	Computer Related Supplies	Circuit Clerk	Court Document Storage	621.44	8/20/2018
Image-Pro Services & Supplies Inc	Computer Related Supplies	Circuit Clerk	Court Document Storage	824.73	8/20/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	51.00	8/20/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	51.00	8/20/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Court Services	General Fund	20.94	8/20/2018
Impact Networking, LLC	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	44.94	8/20/2018
Impact Networking, LLC	Repairs and Maint- Office Equip	Health	County Health	528.60	8/20/2018
Impact Networking, LLC	Office Supplies	WIOA 17	Workforce Development	34.05	8/20/2018
Impact Networking, LLC	Office Supplies	Operating Pool	Workforce Development	86.95	8/20/2018
Impact Networking, LLC	Office Supplies	Operating Pool	Workforce Development	34.04	8/20/2018
Impact Networking, LLC	Office Supplies	One-Stop shared costs	Workforce Development	55.59	8/20/2018
Industrial Maintenance Services	Contractual/Consulting Services	Development	Mill Creek Special Service Area	60.00	8/20/2018
Ipswitch, Inc.	Software Licensing Cost	Other- Countywide Expenses	General Fund	2,569.60	8/20/2018
Iron Mountain Information Management, LLC	Contractual/Consulting Services	Information Technologies	General Fund	88.52	8/20/2018
ISI Communications Inc	Internet	Other- Countywide Expenses	General Fund	1,700.00	8/20/2018
J & K Consultants, Inc.	Healthcare - Medical Expense Reimbursement	Other- Countywide Expenses	Health Insurance Fund	4,321.89	8/20/2018
J & K Consultants, Inc.	Healthcare - MERP Shared Savings	Other- Countywide Expenses	Health Insurance Fund	14,956.54	8/20/2018
J Patrick Jaeger	Legal Services	Transportation	County Highway	4,000.00	8/20/2018
J'Aimee J Greene	SS Transportation Assistance	WIOA 17	Workforce Development	179.31	8/20/2018
Jameice Willie	Employee Mileage Expense	Court Services	Drug Court Special Resources	37.60	8/20/2018
James A. Filkins	Autopsies/Consulting	Coroner	General Fund	11,160.00	8/20/2018

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James G Guagliardo	Legal Services	State's Attorney	Insurance Liability	522.50	8/20/2018
James Publishing, Inc.	Books and Subscriptions	Law Library	Law Library	441.00	8/20/2018
James Publishing, Inc.	Books and Subscriptions	Law Library	Law Library	215.00	8/20/2018
Jane L Davis DVM	Contractual/Consulting Services	Animal Control	Animal Control	2,000.00	8/20/2018
Janice Smith	Employee Mileage Expense	Circuit Clerk	General Fund	39.24	8/20/2018
Janson Reporting Service LTD	Legal Services	State's Attorney	Insurance Liability	135.00	8/20/2018
Jeanine Fassnacht	Per Diem Expense	Judiciary and Courts	General Fund	524.00	8/20/2018
Jeff R. Wieser	Veterinarian Services	Animal Control	Animal Control	225.00	8/20/2018
Jeff Romanow	Employee Mileage Expense	Circuit Clerk	General Fund	2.18	8/20/2018
Jeffrey W. Richardson	Prepaid Expense		Workforce Development	2,421.42	8/20/2018
Jeffrey W. Richardson	Building Space Rental	Operating Pool	Workforce Development	2,421.42	8/20/2018
Jennifer Austin-Smith	Contractual/Consulting Services	Health	County Health	137.50	8/20/2018
Jennifer L. Joyce	Per Diem Expense	Judiciary and Courts	General Fund	104.00	8/20/2018
Jennifer L. Joyce	Court Reporter Costs	State's Attorney	General Fund	24.00	8/20/2018
Jiffy Lube (Sound Billing LLC)	Repairs and Maint- Vehicles	State's Attorney	General Fund	33.29	8/20/2018
Jill E Gasparaitis	Per Diem Expense	Judiciary and Courts	General Fund	96.00	8/20/2018
Jill E Gasparaitis	Per Diem Expense	Judiciary and Courts	General Fund	820.00	8/20/2018
Jill E Gasparaitis	Court Reporter Costs	State's Attorney	General Fund	32.00	8/20/2018
Jill S. Boynton	Employee Mileage Expense	Circuit Clerk	General Fund	68.13	8/20/2018
Joanna Piontkowski	DT ITA	WIOA 17	Workforce Development	255.70	8/20/2018
Jodi Bingman	Employee Training	Supervisor of Assessments	General Fund	7.81	8/20/2018
Jodi Bingman	Employee Mileage Expense	Supervisor of Assessments	General Fund	33.80	8/20/2018
Johnathan Pickering	Employee Mileage Expense	Circuit Clerk	General Fund	202.19	8/20/2018
Johnson Controls Fire Protection LP	Repairs and Maint- Equipment	Circuit Clerk	General Fund	604.34	8/20/2018
Johnson Controls Security Solutions (Tyco)	Contractual/Consulting Services	Sheriff	Court Security	581.31	8/20/2018
Jose E Ramirez	SS Transportation Assistance	WIOA 17	Workforce Development	143.23	8/20/2018
Juan Magana	Employee Mileage Expense	Health	County Health	127.64	8/20/2018
JUDY A SCHONBACK	Employee Mileage Expense	Recorder	General Fund	0.85	8/20/2018
Julie Wiegel	Employee Mileage Expense	Health	County Health	29.98	8/20/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	1,346.62	8/20/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	1,598.95	8/20/2018
Just In Time Sandwich & Deli Inc	Jurors' Expense	Judiciary and Courts	General Fund	381.35	8/20/2018
Kane County Bar Foundation, Inc.	Contractual/Consulting Services	Judiciary and Courts	Children's Waiting Room	11,730.86	8/20/2018
Kane County Regional Office of Education	Miscellaneous Contractual Exp	Human Resource Management	General Fund	400.00	8/20/2018
Kara Botello	Contractual/Consulting Services	Judiciary and Courts	General Fund	3,360.00	8/20/2018
Karen Ann Miller	Employee Mileage Expense	Development	General Fund	85.60	8/20/2018
Karen Ann Miller	Employee Mileage Expense	Development	General Fund	48.79	8/20/2018
Kathleen LeComte	Court Reporter Costs	State's Attorney	General Fund	40.00	8/20/2018
Keith Smith	Contractual/Consulting Services	Court Services	Probation Services	200.00	8/20/2018
Keith Smith	Psychological/Psychiatric Srvs	Court Services	Probation Services	0.00	8/20/2018
Keith Smith	Software Licensing Cost	Court Services	Probation Services	1,887.93	8/20/2018
Ketone Automotive, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	332.70	8/20/2018
Kishwaukee College	DT ITA	WIOA 17	Workforce Development	3,850.00	8/20/2018
KLAI-CO Identification Products, Inc	Office Supplies	County Clerk	General Fund	189.96	8/20/2018
Konica Minolta Business Solutions	Repairs and Maint- Copiers	Public Defender	General Fund	47.92	8/20/2018
Kristin Johnson	Employee Mileage Expense	Health	County Health	130.27	8/20/2018
Kristina Brown	Employee Mileage Expense	Health	Kane Kares	269.67	8/20/2018
LaFarge North America	Road Material	Transportation	Motor Fuel Local Option	763.27	8/20/2018
Laner Muchin Ltd	Contractual/Consulting Services	Human Resource Management	Insurance Liability	7,545.47	8/20/2018
Language Line Services	Per Diem Expense	Judiciary and Courts	General Fund	10	8/20/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Language Line Services	Contractual/Consulting Services	Court Services	Probation Services	246.25	8/20/2018
Latino Family Services, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	150.00	8/20/2018
Latino Family Services, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	225.00	8/20/2018
Latino Family Services, P.C.	Psychological/Psychiatric Srvs	Court Services	Probation Services	175.00	8/20/2018
Latino Treatment Center	Psychological/Psychiatric Srvs	Court Services	Probation Services	325.00	8/20/2018
LeAnne Leffelman	DT ITA	WIOA 17	Workforce Development	50.00	8/20/2018
LEG Inc dba West Academic	Books and Subscriptions	Law Library	Law Library	54.00	8/20/2018
Leticia A. Swanson	DT ITA	WIOA 17	Workforce Development	50.00	8/20/2018
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	927.00	8/20/2018
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	1,276.00	8/20/2018
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	1,276.00	8/20/2018
LexisNexis	Miscellaneous Contractual Exp	Law Library	Law Library	927.00	8/20/2018
LexisNexis	Books and Subscriptions	Law Library	Law Library	220.10	8/20/2018
LexisNexis	Books and Subscriptions	Law Library	Law Library	206.10	8/20/2018
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	698.46	8/20/2018
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	263.10	8/20/2018
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	91.08	8/20/2018
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	30.33	8/20/2018
LexisNexis Matthew Bender	Books and Subscriptions	Law Library	Law Library	120.43	8/20/2018
Lisa Court Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	20.00	8/20/2018
Lisa Court Reporting Inc	Court Reporter Costs	State's Attorney	General Fund	4.00	8/20/2018
Liz Swanson	Employee Mileage Expense	Health	County Health	20.11	8/20/2018
Liz Swanson	Employee Mileage Expense	Health	County Health	43.08	8/20/2018
Lori Sarro - Lowe	Employee Mileage Expense	Health	Kane Kares	13.08	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	19.50	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	6.34	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	13.28	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	175.69	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	21.50	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	9.49	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	3.67	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	92.42	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	29.39	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	53.88	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	11.28	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	10.50	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	2.38	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	55.93	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	37.43	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	59.22	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	54.12	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	81.13	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	97.01	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	9.61	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	73.02	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	205.21	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	72.60	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	97.28	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	19.16	8/20/2018
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	4.55	8/20/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Lowes	Repairs and Maint- Buildings	Building Management	General Fund	120.37	8/20/2018
LSC Communications Inc	Postage	Other- Countywide Expenses	General Fund	248.51	8/20/2018
LSC Communications Inc	Postage	Other- Countywide Expenses	General Fund	194.08	8/20/2018
LSC Communications Inc	Postage	Other- Countywide Expenses	General Fund	105.99	8/20/2018
LSC Communications Inc	Postage	Other- Countywide Expenses	General Fund	236.96	8/20/2018
LSC Communications Inc	Postage	Other- Countywide Expenses	General Fund	205.51	8/20/2018
M. Cornejo Garcia PsyD PC	Contractual/Consulting Services	Court Services	General Fund	500.00	8/20/2018
MABAS DIV 2	Miscellaneous Contractual Exp	Emergency Management Services	KC Emergency Planning	1,020.45	8/20/2018
MailFinance (formerly Neopost Leasing)	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	290.00	8/20/2018
Mansfield Oil Company of Gainesville, Inc	Fuel- Vehicles	Transportation	County Highway	16,342.61	8/20/2018
Mansfield Oil Company of Gainesville, Inc	Fuel- Vehicles	Transportation	County Highway	16,703.50	8/20/2018
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	43.86	8/20/2018
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	18.06	8/20/2018
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	19.35	8/20/2018
Marberry Cleaners & Launderers	Miscellaneous Contractual Exp	Coroner	General Fund	10.00	8/20/2018
Margaret E Steinberg	Court Reporter Costs	State's Attorney	General Fund	220.00	8/20/2018
Maria A. Castillo	Contractual/Consulting Services	Judiciary and Courts	General Fund	770.00	8/20/2018
Maria Alvarez	SS Transportation Assistance	WIOA 17	Workforce Development	54.06	8/20/2018
Maria Rodriguez	Contractual/Consulting Services	Judiciary and Courts	General Fund	889.00	8/20/2018
Mariann L Busch	Court Reporter Costs	State's Attorney	General Fund	1,616.00	8/20/2018
Marisol Akin	Contractual/Consulting Services	Judiciary and Courts	General Fund	56.00	8/20/2018
Mark D. Armstrong	Employee Mileage Expense	Supervisor of Assessments	General Fund	323.02	8/20/2018
Martam Construction Inc	Bridge Construction	Transportation	Motor Fuel Local Option	183,931.00	8/20/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	195.02	8/20/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	4.35	8/20/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	117.97	8/20/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	74.18	8/20/2018
Martin Implement Sales Inc	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	111.09	8/20/2018
Martina M. Ralls	Court Reporter Costs	State's Attorney	General Fund	28.00	8/20/2018
Mary Keating	Employee Mileage Expense	Kane Comm	Kane Comm	52.32	8/20/2018
MaryAnn Kabara	Employee Mileage Expense	Circuit Clerk	General Fund	104.64	8/20/2018
MaryJo D'Avola	Per Diem Expense	Judiciary and Courts	General Fund	100.00	8/20/2018
MaryJo D'Avola	Court Reporter Costs	State's Attorney	General Fund	140.00	8/20/2018
Mazher Ahmed	Conferences and Meetings	Information Technologies	Geographic Information Systems	34.88	8/20/2018
McCann Industries, Inc.	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	132.33	8/20/2018
MCI	Telephone	Operating Pool	Workforce Development	44.70	8/20/2018
Meade Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3,410.07	8/20/2018
Meade Inc.	Liability Insurance	Human Resource Management	Insurance Liability	2,464.42	8/20/2018
Meade Inc.	Liability Insurance	Human Resource Management	Insurance Liability	1,692.23	8/20/2018
Meade Inc.	Liability Insurance	Human Resource Management	Insurance Liability	3,996.65	8/20/2018
Meade Inc.	Utilities- Intersect Lighting	Transportation	Motor Fuel Local Option	45,429.43	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	1,814.78	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	410.27	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	497.50	8/20/2018
Mechanical, Inc.	Repairs and Maint- Equipment	Building Management	General Fund	373.13	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	298.50	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	447.75	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	900.00	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	1,144.25	8/20/2018
Mechanical, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	29	8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Melinda Jackson	Employee Mileage Expense	Circuit Clerk	General Fund	37.06	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	209.94	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	34.99	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	420.76	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	113.25	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	5.99	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	8.54	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	29.99	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	244.74	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	50.53	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	140.42	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	167.51	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	8.49	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	11.94	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Building Management	General Fund	4.20	8/20/2018
Menards, Inc.	Operating Supplies	County Clerk	General Fund	12.46	8/20/2018
Menards, Inc.	Repairs and Maint- Equipment	Emergency Management Services	General Fund	12.99	8/20/2018
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	37.85	8/20/2018
Menards, Inc.	Operating Supplies	Emergency Management Services	General Fund	58.70	8/20/2018
Menards, Inc.	Repairs and Maint- Buildings	Animal Control	Animal Control	157.63	8/20/2018
Menards, Inc.	Sign Material	Transportation	County Highway	179.88	8/20/2018
Menards, Inc.	Repairs and Maintenance- Roads	Transportation	Motor Fuel Local Option	20.86	8/20/2018
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	50.93	8/20/2018
Menards, Inc.	Road Material	Transportation	Motor Fuel Local Option	154.38	8/20/2018
Merse Fletcher	Employee Mileage Expense	Circuit Clerk	General Fund	22.89	8/20/2018
Michelle Cantrall	Employee Mileage Expense	Circuit Clerk	General Fund	222.36	8/20/2018
Microtrain Technologies	DT ITA	WIOA 17	Workforce Development	10,000.00	8/20/2018
Midwest Environmental Consulting Services, Inc.	Building Improvements	Other- Countywide Expenses	Capital Projects	3,923.00	8/20/2018
Midwest Salt LLC	Disposal and Water Softener Svcs	Building Management	General Fund	1,348.20	8/20/2018
Midwest Veterinary Supply Inc	Operating Supplies	Animal Control	Animal Control	55.72	8/20/2018
Midwest Veterinary Supply Inc	Cleaning Supplies	Animal Control	Animal Control	1,474.34	8/20/2018
Nancy Campeggio	Employee Mileage Expense	Circuit Clerk	General Fund	31.07	8/20/2018
Nancy Feely	Employee Recognition Supplies	Judiciary and Courts	General Fund	188.27	8/20/2018
Nancy Schlim	Employee Mileage Expense	Circuit Clerk	General Fund	125.35	8/20/2018
Nancy Schmook	Internet	Other- Countywide Expenses	General Fund	40.00	8/20/2018
NAPCO Steel, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	302.00	8/20/2018
Neal Molnar	Employee Mileage Expense	Health	County Health	44.15	8/20/2018
Neal Molnar	Employee Mileage Expense	Health	County Health	67.06	8/20/2018
New England LawPress	Books and Subscriptions	Law Library	Law Library	196.00	8/20/2018
Nicor Gas	Utilities- Natural Gas	Building Management	General Fund	31.70	8/20/2018
Nicor Gas	Utilities- Natural Gas	Animal Control	Animal Control	94.00	8/20/2018
Nicor Gas	Utilities- Natural Gas	Transportation	County Highway	73.82	8/20/2018
North East Multi-Regional Training Inc	Employee Training	Sheriff	General Fund	350.00	8/20/2018
Northbrook College of Healthcare Inc. LLC	DT ITA	WIOA 17	Workforce Development	2,100.00	8/20/2018
Northern Illinois University	DT ITA	WIOA 17	Workforce Development	2,013.43	8/20/2018
Northern Illinois University	DT ITA	WIOA 17	Workforce Development	1,488.12	8/20/2018
Olivia Quintero	DT ITA	TAA 16	Workforce Development	82.53	8/20/2018
Optimum Management Resources, Inc.	Contractual/Consulting Services	Development	Continuum of Care Planning Grant	5,625.00	8/20/2018
P B Americas, Inc. (Parsons Brinckerhoff)	Engineering Services	Transportation	County Highway	27,219.08	8/20/2018
Pacific Telemanagement Svcs (Jaroth Inc dba PTS)	Telephone	Other- Countywide Expenses	General Fund	10,000.00	8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Paddock Publications (Daily Herald)	Books and Subscriptions	Judiciary and Courts	General Fund	43.60	8/20/2018
Paddock Publications (Daily Herald)	Legal Printing	Transportation	County Highway	531.30	8/20/2018
Paul Guistolise MS	Contractual/Consulting Services	Court Services	General Fund	300.00	8/20/2018
Paul Guistolise MS	Contractual/Consulting Services	Court Services	General Fund	300.00	8/20/2018
PCCTI IT & Healthcare	DT ITA	WIOA 17	Workforce Development	2,213.75	8/20/2018
Penny Lange	Employee Mileage Expense	Circuit Clerk	General Fund	43.06	8/20/2018
Peoplelink Staffing Solutions (Agency Staffing)	Contractual/Consulting Services	Health	County Health	768.48	8/20/2018
Peoplelink Staffing Solutions (Agency Staffing)	Contractual/Consulting Services	Health	County Health	232.15	8/20/2018
Petty Cash-County Clerk	Operating Supplies	County Clerk	General Fund	160.33	8/20/2018
Petty Cash-Sheriff	Operating Supplies	Sheriff	General Fund	79.82	8/20/2018
Petty Cash-Sheriff	Food	Sheriff	General Fund	53.21	8/20/2018
Petty Cash-State's Attorney	Employee Training	State's Attorney	General Fund	56.34	8/20/2018
Petty Cash-State's Attorney	Office Supplies	State's Attorney	General Fund	263.80	8/20/2018
Phoenix Staffing & Management Systems	Miscellaneous Contractual Exp	Human Resource Management	General Fund	748.30	8/20/2018
Phoenix Staffing & Management Systems	Miscellaneous Contractual Exp	Human Resource Management	General Fund	748.30	8/20/2018
Phoenix Staffing & Management Systems	Miscellaneous Contractual Exp	Human Resource Management	General Fund	748.30	8/20/2018
Phoenix Staffing & Management Systems	Miscellaneous Contractual Exp	Human Resource Management	General Fund	748.30	8/20/2018
Prime Tack & Seal Co (PTS)	Road Material	Transportation	Motor Fuel Local Option	748.12	8/20/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	249.50	8/20/2018
Priority Products, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	86.36	8/20/2018
Producers Chemical Company	Buildings and Grounds Supplies	Transportation	County Highway	33.10	8/20/2018
Quasha S. Graves	DT ITA	WIOA 17	Workforce Development	55.00	8/20/2018
R2C2 LLC	Contractual/Consulting Services	Development	Growing for Kane	2,000.00	8/20/2018
Randall Self-Storage	Contractual/Consulting Services	Health	County Health	1,764.00	8/20/2018
Randall Self-Storage	Contractual/Consulting Services	Health	County Health	2,064.00	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	860.80	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	232.91	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	29.99	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	125.00	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	119.95	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	777.03	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	604.91	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	(29.99)	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	464.70	8/20/2018
Ray O'Herron Co., Inc.	Uniform Supplies	Sheriff	General Fund	932.46	8/20/2018
Rayco Marking Products	Office Supplies	Circuit Clerk	Circuit Clerk Admin Services	29.45	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	County Board	General Fund	39.74	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Finance	General Fund	28.50	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Human Resource Management	General Fund	28.50	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	County Clerk	General Fund	90.28	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	24.28	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Judiciary and Courts	General Fund	195.30	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Court Services	General Fund	48.34	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Court Services	General Fund	2.50	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Miscellaneous Contractual Exp	Coroner	General Fund	73.98	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Office Supplies	Animal Control	Animal Control	29.59	8/20/2018
Ready Refresh by Nestle (Ice Mountain)	Operating Supplies	Health	County Health	103.96	8/20/2018
Rita Bednarz	Employee Mileage Expense	Health	County Health	81.88	8/20/2018
Robert J. Sandner	Conferences and Meetings	County Clerk	General Fund	1,039.71	8/20/2018
Robert M. Shive	Internet	Other- Countywide Expenses	General Fund	270.00	8/20/2018

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CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Robin M. Huber	Employee Mileage Expense	Supervisor of Assessments	General Fund	39.35	8/20/2018
Ronald W Raudabaugh	SS Transportation Assistance	WIOA 17	Workforce Development	24.24	8/20/2018
Rondo Enterprises, Inc.	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	204.07	8/20/2018
Royal Pipe & Supply Co	Repairs and Maint- Buildings	Building Management	General Fund	561.16	8/20/2018
Ruth Bart	Employee Mileage Expense	Circuit Clerk	General Fund	97.01	8/20/2018
Ryan Peterson	Cellular Phone	Transportation	County Highway	40.00	8/20/2018
Sams Club Direct	Operating Supplies	Court Services	General Fund	129.92	8/20/2018
Sams Club Direct	Food	Court Services	General Fund	265.48	8/20/2018
Sandra A. Orlando	Employee Training	Supervisor of Assessments	General Fund	17.81	8/20/2018
Sandra A. Orlando	Employee Mileage Expense	Supervisor of Assessments	General Fund	23.54	8/20/2018
Sandra Blake	Employee Mileage Expense	Public Defender	General Fund	263.02	8/20/2018
Sandra Blake	Office Supplies	Public Defender	General Fund	24.70	8/20/2018
SARA A LEETCH	Employee Mileage Expense	Court Services	General Fund	28.34	8/20/2018
Shalonda Reynolds	SS Transportation Assistance	WIOA 17	Workforce Development	381.17	8/20/2018
Sharon Verzal	Employee Mileage Expense	Health	County Health	68.66	8/20/2018
Sharon Verzal	Employee Mileage Expense	Health	County Health	37.62	8/20/2018
Shaw Media	Legal Printing	Supervisor of Assessments	General Fund	3,154.80	8/20/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	37.98	8/20/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	56.46	8/20/2018
Sherwin Williams	Repairs and Maint- Buildings	Building Management	General Fund	19.96	8/20/2018
SHI International Corp	Repairs and Maint- Computers	Information Technologies	General Fund	358.00	8/20/2018
SHI International Corp	Contractual/Consulting Services	Information Technologies	Web Technical Services	611.00	8/20/2018
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svcs	Health	County Health	60.46	8/20/2018
Shred-it USA LLC (Cintas Document Destruction)	Disposal and Water Softener Svcs	Health	County Health	79.08	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	41.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	31.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	46.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	62.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	41.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	26.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	26.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Building Management	General Fund	72.00	8/20/2018
Smithereen Pest Management Services	Repairs and Maint- Buildings	Health	County Health	57.00	8/20/2018
Smork Inc	Communications Equipment	Other- Countywide Expenses	Public Safety Sales Tax	1,005.44	8/20/2018
Southern Computer Warehouse (SCW)	Contractual/Consulting Services	Information Technologies	Web Technical Services	3,672.83	8/20/2018
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	30,969.24	8/20/2018
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	10,250.00	8/20/2018
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	Community Dev Block Program	35,503.10	8/20/2018
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	HOME Program	26,107.88	8/20/2018
Spillane and Sons Ltd.	Miscellaneous Contractual Exp	Development	HOME Program	71,569.00	8/20/2018
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	233.56	8/20/2018
Spok, Inc. (USA Mobility Wireless Inc)	Cellular Phone	Other- Countywide Expenses	General Fund	144.68	8/20/2018
Standard Equipment Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	567.94	8/20/2018
Standard Equipment Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	87.33	8/20/2018
Standard Equipment Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	183.36	8/20/2018
Standard Equipment Co	Equipment Parts/Supplies	Transportation	Motor Fuel Local Option	(558.28)	8/20/2018
Stanley Consultants Inc	Engineering Services	Transportation	Motor Fuel Local Option	33,309.37	8/20/2018
State of Illinois Treasurer	Accrued Liabilities		County Clerk Domestic Violence	1,655.00	8/20/2018
State Street Collision, Inc.	Liability Insurance	Human Resource Management	Insurance Liability	1,099.91	8/20/2018
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund		

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Statewide Publishing, LLC	Legal Services	Circuit Clerk	General Fund	66.00	8/20/2018
Steiner Electric Co Inc	Repairs and Maintenance- Roads	Building Management	General Fund	1,311.07	8/20/2018
Steiner Electric Co Inc	Repairs and Maintenance- Roads	Building Management	General Fund	669.64	8/20/2018
Stenstrom Petroleum Services Group	Repairs and Maint- Buildings	Transportation	County Highway	3,490.00	8/20/2018
Stephen Fitzmaurice	Employee Training	Supervisor of Assessments	General Fund	1.40	8/20/2018
Stephen Fitzmaurice	Employee Mileage Expense	Supervisor of Assessments	General Fund	26.16	8/20/2018
Sterling Codifiers Inc	Contractual/Consulting Services	County Board	General Fund	268.00	8/20/2018
Suburban Propane	Operating Supplies	Transportation	County Highway	226.42	8/20/2018
Suburban Teamsters of Northern Illinois	Teamsters Contribution	Transportation	Motor Fuel Tax	41,760.00	8/20/2018
Susan Ericson (Employee)	Employee Mileage Expense	County Clerk	General Fund	39.24	8/20/2018
SUSAN C WILLEY	Conferences and Meetings	Judiciary and Courts	General Fund	40.23	8/20/2018
SUSAN C WILLEY	Employee Mileage Expense	Judiciary and Courts	General Fund	49.85	8/20/2018
SUSAN C WILLEY	Postage	Judiciary and Courts	General Fund	20.00	8/20/2018
SUSAN C WILLEY	Employee Recognition Supplies	Judiciary and Courts	General Fund	153.37	8/20/2018
Susan Salinas	Conferences and Meetings	State's Attorney	Child Advocacy Center	357.14	8/20/2018
Susana J. Larranaga	Contractual/Consulting Services	Judiciary and Courts	General Fund	1,312.50	8/20/2018
Sylvia Shadab	Contractual/Consulting Services	Judiciary and Courts	General Fund	546.00	8/20/2018
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	311.65	8/20/2018
Sysco Food Services Chicago	Operating Supplies	Court Services	General Fund	52.10	8/20/2018
Sysco Food Services Chicago	Food	Court Services	General Fund	2,800.19	8/20/2018
Sysco Food Services Chicago	Food	Court Services	General Fund	1,527.34	8/20/2018
Sysco Food Services Chicago	Food	Court Services	General Fund	885.93	8/20/2018
System Solutions, Inc. (SSI)	Computers	Circuit Clerk	Court Automation	2,035.50	8/20/2018
Teresa Roman	Employee Mileage Expense	Health	County Health	9.16	8/20/2018
Terrence L Porter	SS Transportation Assistance	WIOA 17	Workforce Development	84.20	8/20/2018
The Tree House Inc	Office Supplies	County Board	General Fund	1,550.81	8/20/2018
The Tree House Inc	Office Supplies	County Auditor	General Fund	116.60	8/20/2018
The Tree House Inc	Computer Related Supplies	Information Technologies	Geographic Information Systems	154.65	8/20/2018
Therm Flo Incorporated	Contractual/Consulting Services	Information Technologies	General Fund	9,542.00	8/20/2018
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	7,233.00	8/20/2018
Thomson Reuters GRC Inc. (West Government)	Books and Subscriptions	Law Library	Law Library	12,037.00	8/20/2018
Tipton Systems (F & I Systems)	Computer Related Supplies	County Clerk	Vital Records Automation	8,506.42	8/20/2018
Todd A. Zies	Employee Mileage Expense	Merit Commission	General Fund	65.40	8/20/2018
Tom Troy Anderson	SS Transportation Assistance	WIOA 17	Workforce Development	187.82	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Treasurer/Collector	General Fund	11.52	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Supervisor of Assessments	General Fund	3.30	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Circuit Clerk	Court Document Storage	59.57	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	61.56	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	19.61	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Law Library	Law Library	47.80	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Copiers	Transportation	County Highway	12.41	8/20/2018
Toshiba Business Solutions, Inc.	Repairs and Maint- Office Equip	Health	County Health	9.59	8/20/2018
Town & Country Gardens	Operating Supplies	County Clerk	Vital Records Automation	84.95	8/20/2018
Traffic Control & Protection, Inc.	Sign Material	Transportation	County Highway	172.20	8/20/2018
Traffic Control & Protection, Inc.	Tools	Transportation	Motor Fuel Local Option	205.00	8/20/2018
Transchicago Truck Group & Northwest Ford	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	47.79	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	467.44	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	195.45	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	594.49	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	407.11	8/20/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	517.19	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	322.12	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	General Fund	332.63	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	303.40	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	314.30	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	216.80	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	225.95	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	424.88	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	3,672.59	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	4,093.61	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	4,079.24	8/20/2018
Translation Today Network Inc	Contractual/Consulting Services	Judiciary and Courts	General Fund	150.71	8/20/2018
Translation Today Network Inc	Per Diem Expense	Judiciary and Courts	Foreclosure Mediation Fund	206.99	8/20/2018
TransUnion Risk & Alternative Data Solutions, Inc.	Investigations	Sheriff	General Fund	112.85	8/20/2018
Transystems Corporation	Engineering Services	Transportation	Transportation Sales Tax	4,781.01	8/20/2018
Transystems Corporation	Engineering Services	Transportation	Southwest Impact Fees	1,868.77	8/20/2018
Tri City Land Management Co., LLC	Building Space Rental	Development	Mill Creek Special Service Area	987.68	8/20/2018
Tri-County Truck Tops Inc	Repairs and Maint- Vehicles	Health	County Health	239.00	8/20/2018
Tyler Medical Services, S.C.	Medical/Dental/Hospital Services	Transportation	County Highway	165.00	8/20/2018
Uchenna S. Onwuta	Employee Mileage Expense	Health	County Health	23.92	8/20/2018
United Radio Communications Inc	Repairs and Maint- Comm Equip	Kane Comm	Kane Comm	320.00	8/20/2018
University of Illinois Reference Laboratory	Lab Services	Health	County Health	381.00	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	129.10	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	110.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	110.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	662.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	220.80	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	110.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	110.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	324.40	8/20/2018
Urban Elevator Service Inc	Repairs and Maint- Buildings	Building Management	General Fund	1,104.00	8/20/2018
Valley Lock Company Inc	Repairs and Maint- Buildings	Building Management	General Fund	209.17	8/20/2018
Valley Lock Company Inc	Office Supplies	Sheriff	General Fund	45.57	8/20/2018
Vans Lock & Key Service Inc	Operating Supplies	County Clerk	General Fund	12.00	8/20/2018
Verizon Wireless	Cellular Phone	Other- Countywide Expenses	General Fund	24,194.69	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	60.73	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Repairs and Maint- Vehicles	Sheriff	General Fund	89.65	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	23.02	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	55.96	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	55.96	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	(47.22)	8/20/2018
Via Carlita LLC dba Hawk Ford of St. Charles	Vehicle Parts/Supplies	Transportation	Motor Fuel Local Option	(55.47)	8/20/2018
Village of Gilberts	Contractual/Consulting Services	State's Attorney	Kane County Law Enforcement	17,517.50	8/20/2018
Voiance Language Services, LLC	Contractual/Consulting Services	Judiciary and Courts	General Fund	41.58	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Board	General Fund	106.01	8/20/2018
Warehouse Direct Office Products	Repairs and Maint- Buildings	Building Management	General Fund	129.68	8/20/2018
Warehouse Direct Office Products	Cleaning Supplies	Building Management	General Fund	189.45	8/20/2018
Warehouse Direct Office Products	Office Supplies	Human Resource Management	General Fund	93.19	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Auditor	General Fund	19.10	8/20/2018
Warehouse Direct Office Products	Office Supplies	Treasurer/Collector	General Fund		8/20/2018

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	11.24	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	97.50	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	140.79	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	72.82	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	27.12	8/20/2018
Warehouse Direct Office Products	Office Supplies	County Clerk	General Fund	728.66	8/20/2018
Warehouse Direct Office Products	Operating Supplies	County Clerk	General Fund	143.96	8/20/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	26.47	8/20/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	187.00	8/20/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	12.51	8/20/2018
Warehouse Direct Office Products	Office Supplies	Judiciary and Courts	General Fund	17.57	8/20/2018
Warehouse Direct Office Products	Office Supplies	Circuit Clerk	General Fund	304.55	8/20/2018
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	192.42	8/20/2018
Warehouse Direct Office Products	Office Supplies	Court Services	General Fund	93.32	8/20/2018
Warehouse Direct Office Products	Office Supplies	Information Technologies	Geographic Information Systems	141.04	8/20/2018
Warehouse Direct Office Products	Computer Related Supplies	Information Technologies	Geographic Information Systems	135.91	8/20/2018
Warehouse Direct Office Products	Office Supplies	Kane Comm	Kane Comm	357.21	8/20/2018
Warehouse Direct Office Products	Office Supplies	Coroner	Coroner Administration	354.49	8/20/2018
Warehouse Direct Office Products	Operating Supplies	Coroner	Coroner Administration	2,995.24	8/20/2018
Warehouse Direct Office Products	Office Supplies	WIOA 17	Workforce Development	231.27	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	270.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	80.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	250.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	250.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	100.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	75.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	95.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Building Management	General Fund	85.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Sheriff	General Fund	545.02	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Sheriff	General Fund	545.02	8/20/2018
Waste Management of Illinois - West	Repairs and Maint- Buildings	Court Services	General Fund	90.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Animal Control	Animal Control	95.00	8/20/2018
Waste Management of Illinois - West	Disposal and Water Softener Srvs	Transportation	County Highway	7.32	8/20/2018
Weldstar Company	Repairs and Maint- Vehicles	Sheriff	General Fund	16.20	8/20/2018
Wheatland Title Guaranty Co	Highway Right of Way	Transportation	Transportation Sales Tax	2,700.00	8/20/2018
William E Hanna Surveyors	Contractual/Consulting Services	County Board	Farmland Preservation	2,250.00	8/20/2018
William Earle	Operating Supplies	Development	Mill Creek Special Service Area	12.62	8/20/2018
Wold Architects and Engineers	Operating Supplies	Coroner	Coroner Administration	1,909.27	8/20/2018
World Wide Dictation Services of New York	Contractual/Consulting Services	Health	County Health	48.88	8/20/2018
Xpedite Systems, LLC (Easylink Services)	Telephone	Health	County Health	100.00	8/20/2018
Zahida Fakroddin	Employee Mileage Expense	County Clerk	General Fund	52.32	8/20/2018
	Trials and Costs of Hearing	State's Attorney	General Fund	100.56	8/20/2018
	Witness Costs	State's Attorney	General Fund	32.00	8/20/2018
	Trials and Costs of Hearing	Public Defender	General Fund	9.50	8/20/2018
	Trials and Costs of Hearing	Public Defender	General Fund	44.00	8/20/2018
	Witness Costs	State's Attorney	Child Advocacy Center	99.90	8/20/2018
	Trials and Costs of Hearing	Public Defender	General Fund	6.00	8/20/2018
	Trials and Costs of Hearing	State's Attorney	Insurance Liability	11.77	8/20/2018
	Trials and Costs of Hearing	Public Defender	General Fund	663.56	8/20/2018
	Trials and Costs of Hearing	Public Defender	General Fund		

CLAIMS PAID REPORT AUGUST 2018 SUBMITTED FOR COUNTY BOARD APPROVAL

CLAIMANT/CREDITOR	NATURE OF CLAIM	OFFICIAL/DEPARTMENT	FUND	AMOUNT PAID	DATE PAID
	Miscellaneous Fees	Court Services	Probation Services	1,323.00	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	27.00	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	372.40	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	7.60	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	431.20	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	8.80	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	372.40	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	7.60	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	137.20	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	2.80	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	1,078.00	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	22.00	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	1,274.00	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	26.00	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	1,078.00	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	22.00	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	411.60	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	411.60	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	8.40	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	8.40	8/20/2018
	Miscellaneous Fees	Court Services	Probation Services	1,372.00	8/20/2018
	Probation Victim Services Fees	Court Services	Probation Victim Services	28.00	8/20/2018
IPBC	Healthcare - Health Insurance	Other- Countywide Expenses	Health Insurance Fund	1,294,554.96	8/28/2018
IPBC	Healthcare - Life Insurance	Other- Countywide Expenses	Health Insurance Fund	2,674.26	8/28/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	5,511.15	8/28/2018
Kane County Juror Payable Clearing	Jurors- Circuit Court	Judiciary and Courts	General Fund	3,528.59	8/29/2018
Helm & Wagner	Accrued Liabilities		Special Trust	7,550.02	8/30/2018
TOTAL CLAIMS PAID				<u>\$9,376,864.19</u>	



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 374

Authorizing the Purchase of Gasoline and Diesel Fuel for the Division of Transportation, Sheriff's Office, and Other Intergovernmental Agencies (Bid 40-018)

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

Contact: Theresa Dobersztyn, 630.444.1071

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$439,700.50
If not budgeted, explain funding source:	

Summary:

Bids have been solicited and received by the Kane County Purchasing Department for the purchase and bulk delivery of Regular Gasoline (no lead), Bio-Diesel Fuel #2 (B5), Bio-Diesel Fuel #2 (B5) Pre-Blend Winter Mixture of 80/20 and 50/50, delivery to KDOT, Sheriff, Power Generators for Kane County Facilities, and Intergovernmental Agencies within Kane County, including the Forest Preserve District and the City of Aurora.

A total of seven bids were received and publicly opened on Friday, September 5, 2018. Bids were evaluated by the Purchasing Department with the support of KDOT, Sheriff's Office, and the Forest Preserve District and determined that Mansfield Oil Company of Gainesville, GA was the lowest most responsive, responsible bidder for the overall regular no-lead gasoline and all bio-diesel fuel and Blu Petroleum of Madeleine, IL for tank wagon delivery of small quantity.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 374

AUTHORIZING THE PURCHASE OF GASOLINE AND DIESEL FUEL FOR THE DIVISION OF TRANSPORTATION, SHERIFF'S OFFICE, AND OTHER INTERGOVERNMENTAL AGENCIES (BID 40-018)

WHEREAS, bids have been solicited and received by the Kane County Purchasing Department for the purchase and bulk delivery of gasoline and diesel fuel to the Kane County Division of Transportation, Sheriff's Office, Building Management for power generators, and Intergovernmental Agencies; and

WHEREAS, Mansfield Oil Company, 1025 Airport Parkway SW, Gainesville, GA 30501 and Blu Petroleum (tank wagon delivery), 21402 W. Hwy 60 Mundelein, IL 60060 are the lowest responsive, responsible bidders for Regular Gasoline (no lead), Bio Diesel Fuel #2 (B5), Bio Diesel Fuel #2 Pre-Blend Winter Mixture 80/20, and Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50, said bids being the low side of Regular Gasoline (no lead), the low side of Bio Diesel Fuel #2 (B5), the low side of Bio Diesel Fuel #2 Pre-Blend Winter Mixture 80/20, and the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 as published in the "OPIS Price Index," for the period December 1, 2018 to November 30, 2019, plus the following additional charges:

Mansfield Oil Company	
Regular Gasoline (no lead)	\$0.0283 per gallon
Bio Diesel Fuel #2 (B5)	\$0.0058 per gallon
Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 80/20 (negative markup)	\$(0.0070) per gallon
Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50	\$0.0094 per gallon
Generator Diesel Fuel #2 (B5)	\$0.2486 per gallon
Generator Diesel Fuel #2 (B5) - Winter Blend	\$0.3480 per gallon

Blu Petroleum (Tank Wagon delivery)	
Regular Gasoline (no lead)	\$0.1300 per gallon
Bio Diesel Fuel #2 (B5)	\$0.1500 per gallon

WHEREAS, the gasoline and diesel fuel shall be delivered by said low bidders to the Kane County Division of Transportation (KDOT) and deposited in the underground storage tanks located at the KDOT facility; and

WHEREAS, the gasoline fuel shall be delivered by said low bidder to the Kane County Sheriff's Office and deposited in the underground storage tanks located at the Sheriff's Office facility; and

WHEREAS, the gasoline and diesel fuel shall be delivered by said low bidder to the various Kane County Power Generators at multiple locations and other Intergovernmental Agencies and deposited in both the underground and aboveground tanks as specified within the bid documents; and

WHEREAS, by the Kane County Board that the low bid of Mansfield Oil Company of Gainesville, GA and Blu Petroleum of Mundelein, IL for the sale and bulk delivery of Regular Gasoline (no lead), Bio Diesel Fuel #2 (B5), Bio Diesel Fuel #2 Pre- Blend Winter Mixture 80/20, and Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 to the underground storage tanks at the Kane County Division of Transportation, Sheriff's Office, various County Electric Power Generators, and other Intergovernmental Agencies be accepted. The contract price for the gasoline being based upon the low side of Regular Gasoline (no lead), the low side of Bio Diesel #2 (B5), the low side of Bio Diesel Fuel #2 Pre- Blend Winter Mixture 80/20, and the low side of Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50, plus above listed Markup per gallon.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is authorized to enter into a one (1) year contract with two (2) renewal options with Mansfield Oil Company and Blu Petroleum, Inc (tank wagon delivery) for the sale and bulk delivery of Regular Gasoline (no lead), Bio Diesel Fuel #2 (B5), Bio Diesel Fuel #2 Pre- Blend Winter Mixture 80/20, and Bio Diesel Fuel #2 (B5) Pre-Blend Winter Mixture 50/50 to the underground storage tanks at the Kane County Division of Transportation, Sheriff's Office, various County Electric Power Generators, and other Intergovernmental Agencies for the period commencing December 1, 2018 to November 30, 2019.

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?
300.520.520.63040 001.380.380.63040	Fuel - Vehicles	Yes	Yes	N/A

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Gas Contract



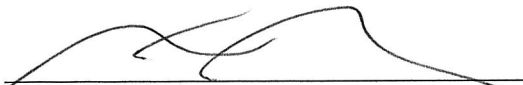
Contractor Disclosure

As of January 1, 2018, Blu Petroleum Inc, 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 Blu Petroleum, Inc:

Mr. Stephen Poole 50%
12 Heather Ln
Hawthorn Woods, IL 60047

Mr. Daniel Beelow 50%
29300 N. IL Route 83
Mundelein, IL 60060



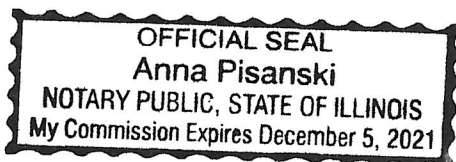
Officer
Title President

9/5/18
Date

Subscribed and Sworn 5 day of September, 2018

Anna Pisanski

Notary Public





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 375

Authorizing FY18 Budget Adjustment for the Tax Sale & Error Transfer to the General Fund

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

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? Partially	Appropriation Amount: \$ 60,178
If not budgeted, explain funding source:	

Summary:

This resolution authorizes a budget adjustment to coincide with the actual amount transferred from the Tax Sale & Error Fund to the General Fund (\$81,177.18) per state statute 35 ILCS 200/21-330.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 375

AUTHORIZING FY18 BUDGET ADJUSTMENT FOR THE TAX SALE & ERROR TRANSFER TO THE GENERAL FUND

WHEREAS, per Illinois Statute 35 ILCS 200/21-330, monies accumulated in the Tax Sale & Error Fund in excess of \$500,000 shall be paid to the General Fund.

WHEREAS, a transfer was requested on August 29, 2018 by the Treasurer’s Office, and processed from the Tax Sale and Error Fund to the General Fund for \$81,177.19.

WHEREAS, a transfer of \$21,000 was originally budgeted for fiscal year 2018, and a budget adjustment increase of \$60,178 is needed to match the amount of funds actually transferred.

NOW, THEREFORE, BE IT RESOLVED that the following FY2018 budget adjust is authorized:

268.150.000.39900	Cash on Hand	\$60,178
268.150.155.99000	Transfer to Other Funds	\$60,178
001.150.000.39000	Transfer from Other Funds	\$60,178
001.150.150.89000	Net Income	\$60,178

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?
001.150.000.39000 268.150.155.99000	Transfer to Other Funds Transfer from Other Funds	Partially	Yes	268.150.000.39900

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 BA Tax Sale & Error



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 376

Authorizing Fiscal 2017 Year End Budget Allocation

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: \$ 1,790,000
If not budgeted, explain funding source:	

Summary:

This resolution allocates the balance of net operational savings from fiscal year 17 from the Special Reserve Fund to the Capital Fund and the Property Tax Freeze Protection Fund.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 376

AUTHORIZING FISCAL 2017 YEAR END BUDGET ALLOCATION

WHEREAS, the balance of net operational savings from Fiscal Year 2017 plus accumulated interest exists in the Special Revenue Fund in the amount of approximately \$1,790,000; and

WHEREAS, it is appropriate to match non-recurring revenues with non-recurring expenditures such as capital improvements and equipment, and/or bridge a temporary revenue gap.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the following adjustments be made to the fiscal year 2018 budget along with the appropriate transfer of funds to reflect the above mentioned assignment:

Transfer \$1,000,000 in FY18 from Special Reserve Fund to Capital Fund

500.800.805.89000	Capital Fund: Net Income	\$1,000,000
500.800.000.39000	Capital Fund: Transfer from Other Funds	\$1,000,000
112.800.000.39900	Special Reserve: Cash on Hand	\$1,000,000
112.800.806.99000	Special Reserve: Transfer to Other Funds	\$1,000,000

Transfer \$790,000 in FY18 from Special Reserve Fund to Property Tax Freeze Protection Fund

114.800.816.89000	Property Tax Freeze Protection Fund: Net Income	\$ 790,000
114.800.000.39000	Prop. Tax Freeze Prot.: Transfer from Other Funds	\$ 790,000
112.800.000.39900	Special Reserve: Cash on Hand	\$ 790,000
112.800.806.99000	Special Reserve: Transfer to Other Funds	\$ 790,000

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?
Various - see above	Various - see above	No	No	Various - see above

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 FY17 YE Budget Allocation



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 377

Authorizing a Contract Renewal 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: \$ 106.986
If not budgeted, explain funding source:	

Summary:

This resolution authorizes a contract renewal for audit services with Baker Tilly.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 377

AUTHORIZING A CONTRACT RENEWAL FOR AUDIT SERVICES

WHEREAS, on September 13, 2016 the Kane County Board authorized the Chairman to enter into a one year contract with Baker Tilly, Oak Brook, IL for the provision of auditing services for a fixed price of \$108,210 with mutual option to renew annually for two additional years at the predetermined fixed costs of \$111,450 for year 1 and \$114,800 for year 2; and

WHEREAS, the County has invested a significant amount of time and effort to insure the ongoing success of the transition to the new audit firm; and

WHEREAS, the County has been satisfied with the services provided by Baker Tilly for the annual audit as well as the accounting guidance provided throughout the year; and

WHEREAS, it would be most efficient to retain the services of Baker Tilly for a fifth year; and

WHEREAS, Baker Tilly has agreed to reduce the cost of the audit by \$7,814 (from \$114,800 to \$106,986) in return for not printing the CAFR and for the Finance Department assuming responsibility for the preparation of certain audit and financial statement schedules.

NOW, THEREFORE, BE IT RESOLVED Click by the Kane County Board that the Chairman thereof is authorized to renew the contract with Baker Tilly, Oak Brook, IL for the provision of auditing services with the exceptions noted above for one additional year for the fixed cost of \$106,986.

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 October 9, 2018.

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

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

Vote:

18-10 Audit Contract Renewal



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 378

Authorizing Intergovernmental Agreement Between Kane County and Saint Charles Township

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

Contact: Joseph Onzick, 630.208.5113

Budget Information:

Was this item budgeted? N/A	Appropriation Amount: \$ 150,000
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the Chairman to enter into an intergovernmental agreement with Saint Charles Township according to which Kane County on January 1, 2019 will loan Saint Charles Township \$100,000 and the Saint Charles Township Cemetery District \$50,000 at an interest rate of 3.5% per year. Saint Charles Township and the Saint Charles Cemetery District shall allow Kane County to be reimbursed with interest from the property tax collections in Fiscal Year 2019 according to the schedule specified in the agreement.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 378

AUTHORIZING INTERGOVERNMENTAL AGREEMENT BETWEEN KANE COUNTY AND SAINT CHARLES TOWNSHIP

WHEREAS, Saint Charles Township desires assistance to meet short term obligations and requests to enter into an intergovernmental agreement with Kane County; and

WHEREAS, Kane County has sufficient funds to assist Saint Charles Township subject to the following terms and conditions:

- Kane County will provide via electronic transfer \$100,000 to Saint Charles Township on or before January 1, 2019.
- Kane County will provide via electronic transfer \$50,000 to Saint Charles Township Cemetery District on or before January 1, 2019.
- Saint Charles Township and the Saint Charles Township Cemetery District shall allow Kane County to be reimbursed from property tax collections by payment from the Kane County Collector until the funds are recovered based on the following schedule:
 1. From the First Property Tax Distribution after June 3, 2019
 - \$51,000.00 Saint Charles Township
 - \$25,000.00 Saint Charles Township Cemetery District
 2. From the First Property Tax Distribution after September 3, 2019
 - \$51,208.29 Saint Charles Township
 - \$26,108.53 Saint Charles Township Cemetery District
 3. And any remainder due from future distributions until paid
 4. In additions to the stated terms and conditions the \$100 processing fee due the Kane County Collector shall be waived; and

WHEREAS, Kane County shall be compensated for its assistance approximately 3.5% return on its investment.

NOW, THEREFORE, BE IT RESOLVED that the County Board Chairman is hereby authorized to enter into an intergovernmental agreement with Saint Charles Township.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 St Charles TWP loan



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 379

Approving the Kane County Lactation Accommodation Policy

Committee Flow: Human Services Committee, Executive Committee, County Board

Contact: Sylvia Wetzel, 630.232.5932

Budget Information:

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

Summary:

Human Resources establishes policy and guidelines for workplace compliance for Federal, State, and employer requirements. The Kane County Personnel Policy Handbook publishes these policies. Kane County Lactation Accommodation Policy establishes the guideline to accommodate mothers in our workplace as outlined in compliance with the Illinois Nursing Mothers in the Workplace Act, 820 ILCS 260/1, et seq., and the Fair Labor Standards Act §29 U.S.C. 207(r).

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 379

APPROVING THE KANE COUNTY LACTATION ACCOMMODATION POLICY

WHEREAS, Kane County Human Resources establishes policies and guidelines for workplace compliance for Federal, State, and employer requirements; and

WHEREAS, The Kane County Personnel Policy Handbook publishes these policies.

NOW, THEREFORE, BE IT RESOLVED, Kane County establishes the Kane County Lactation Accommodation Policy to accommodate mothers in our workplace as outlined in compliance with the Illinois Nursing Mothers in the Workplace Act, 820 ILCS 260/1 et seq., and the Fair Labor Standards Act, §29 U.S.C. 207(r).

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Lactation Policy



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 380

Authorizing Renewal and Amendment No. 4 to Intergovernmental Agreement Between the County of Kane and the Child Advocacy Center of Kane County and the Board of Trustees of the University of Illinois

Committee Flow: Judicial/Public Safety Committee, Executive Committee, County Board

Contact: Erin Brady, 630.208.5331

Budget Information:

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

Summary:

The Kane County Child Advocacy Center (CAC) receives grant finding which goes toward the payment of certain pediatric medical services relating to CAC cases. In 2015, the CAC, the County of Kane, and the Board of Trustees of the University of Illinois entered an intergovernmental agreement for the provision of such medical services. This resolution seeks authorization to exercise the fourth of five optional one-year extensions of that agreement. It also seeks authorization to amend the agreement as to the scheduling of such services.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 380

AUTHORIZING RENEWAL AND AMENDMENT NO. 4 TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KANE AND THE CHILD ADVOCACY CENTER OF KANE COUNTY AND THE BOARD OF TRUSTEES OF THE UNIVERSITY OF ILLINOIS

WHEREAS, the County of Kane and the Kane County Child Advocacy Center and the Board of Trustees of the University of Illinois previously entered into an intergovernmental agreement for pediatric physician and nurse practitioner services on June 22, 2015 (the "Agreement"); and

WHEREAS, the Agreement provides for an original one-year term with five additional 12-month renewal options; and

WHEREAS, the parties to the Agreement desire to extend the Agreement for its fourth renewal option, as well as amend the Agreement to reflect the scheduling of the Agreement's services.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman of the Kane County Board is hereby authorized to execute on behalf of the County of Kane an Amendment 4 to the Intergovernmental Agreement Between the County of Kane, the Kane County Child Advocacy Center, and the Board of Trustees of the University of Illinois.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 CAC Contract Ext



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 381

Authorizing FY18 Emergency Management Program Grant for the Office of Emergency Management

Committee Flow: Public Health Committee, Executive Committee, County Board

Contact: Sean Madison, 630.232.5986

Budget Information:

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

Summary:

This resolution authorizes the Chairman to enter into an agreement with the State of Illinois to accept the FY18 Emergency Management Program Grant not to exceed \$170,796.20.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 381

AUTHORIZING FY18 EMERGENCY MANAGEMENT PROGRAM GRANT FOR THE OFFICE OF EMERGENCY MANAGEMENT

WHEREAS, the Office of Emergency Management has been awarded an Emergency Management Program Grant (EMPG) through the State of Illinois funded by the U.S. Department of Homeland Security; and

WHEREAS, the objective of the EMPG program is to provide financial assistance for the development of effective, integrated emergency management organizations within the State of Illinois; and

WHEREAS, the grant award has been set not to exceed \$170,796.20 of which \$85,398.10 are federal funds available for reimbursement of eligible administrative cost as outlined in the Illinois Administrative Code Title 29, part 301.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to enter into said grant agreement with the State of Illinois as part of the Emergency Management Program Grant program.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 FY18 EMPG Grant



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 382

Honoring Chief Deputy Clerk Susan Ericson

Committee Flow: Public Service Committee, Executive Committee, County Board

Contact: John Cunningham, 630.232.5950

Budget Information:

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

Summary:

This resolution honors recently passed Chief Deputy Clerk Susan Ericson who served the residents of Kane County for nearly two decades.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 382

HONORING CHIEF DEPUTY CLERK SUSAN ERICSON

WHEREAS, Susan Ericson served the residents of Kane County as a valued and cherished employee of the Kane County Clerk's Office for nearly two decades; and

WHEREAS, Susan served from 2004-2018 as the Director of Tax Extension and Vital Records where she was the foundation for the success of the very complex Vital Records and Tax Extension departments at the County Clerk's Office; and

WHEREAS, Susan's knowledge of Tax Extension was respected by all of her peers throughout the state; and

WHEREAS, Susan also served as Chief Deputy to Clerk John A. Cunningham; and

WHEREAS, Susan retired from the Clerk's Office on August 2, 2018 but stayed committed to opening the Clerk's satellite office in Aurora, Illinois on August 13th; and

WHEREAS, Susan left a profound and lasting influence on the County Clerk's Office and staff and will be remembered as a devoted wife, mother, and grandmother whose love of her family was evident in all that she did.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board sends its condolences to the family of Susan Ericson and honors Susan for her years of dedicated service to the people of Kane County.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 SEricson



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 383

Approving Adopt-A-Highway Program Applicants

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:

Pursuant to Kane County Board Ordinance No. 13-267 (Kane County Adopt-A-Highway Program), staff requests consideration of the attached resolution which approves the following Adopt-A-Highway applicant(s).

RENEWAL APPLICANTS: SEPTEMBER

1. St. Charles North Boys Aquatics - Stearns Rd. from McLean Blvd. to Randall Rd.
(1.0 mile - north side)

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 383

APPROVING ADOPT-A-HIGHWAY PROGRAM APPLICANTS

WHEREAS, the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 120/1 *et seq.*) provides for the establishment of Adopt a Highway Programs by counties and various units of government throughout the State of Illinois to support anti-litter efforts by allowing groups of private citizens to adopt a segment of highway for the purpose of litter and refuse collection; and

WHEREAS, the County has enacted and otherwise established, pursuant to Kane County Board Ordinance No. 13-267, the Kane County Adopt-A-Highway Program in conformance with the Illinois Highway Code, which program is intended to assist the County in its efforts to remove refuse and litter from County highway right of way and otherwise beautify the County Highway System; and

WHEREAS, those groups whose names are set forth in the list below (a copy of which is on file in the office of the Kane County Clerk) have submitted applications for participation in the Kane County Adopt-A-Highway Program; and

WHEREAS, each of the groups' applications have been reviewed and approved by the County Engineer of Kane County and have subsequently been approved by the Transportation Committee of the Kane County Board; and

WHEREAS, the approval of the applicants for participation in the Kane County Adopt-A-Highway Program will facilitate the County's litter collection efforts on County highways and will aid in the beautification of all County highways whether in urban or rural areas of the County.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kane County that the applicant(s) listed below for participation in the Kane County Adopt-A-Highway Program are hereby approved.

<u>Applicant (Renewals)</u>	<u>Road</u>	<u>Distance</u>
St. Charles North Boys Aquatics	Stearns Rd. - McLean Blvd. to Randall Rd.	1.00 mile (north side)

BE IT FURTHER RESOLVED that the County Engineer of Kane County is hereby directed to notify all applicant(s) of the approval of their application and to execute, on behalf of the County of Kane, the Kane County Adopt-A-Highway Program Agreement with said applicant(s).

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 Adopt-A-Highway



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 384

Approving a Supplemental Appropriation for Walker Road over Burlington Creek, Kane County Section No. 08-00133-01-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$63,189.54
If not budgeted, explain funding source: N/A	

Summary:

The Walker Road over Burlington Creek bridge replacement project was completed in 2015. During the construction, additional plan quantity items were required to address poor soil conditions encountered while building the project brought the total construction cost to \$1,568,521.37 of which 80% (\$1,163,294.79) was federally funded. These additions included test piles, furnish and drive piles, earth excavation, culverts and the splicing of piles to address the need for longer piles. These additions were somewhat offset by savings from other pay items, but the net addition requires an additional local share appropriation of \$63,189.54 to pay our final invoice to IDOT and close out the contract.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 384

APPROVING A SUPPLEMENTAL APPROPRIATION FOR WALKER ROAD OVER BURLINGTON CREEK, KANE COUNTY SECTION NO. 08-00133-01-BR

WHEREAS, pursuant to Resolution No. 15-112, the Kane County Board previously appropriated \$342,037.04 as its estimated cost share for the federally funded Walker Road Bridge over Burlington Creek improvement (hereinafter the "Project"); and

WHEREAS, the State of Illinois has submitted a final invoice of \$405,226.58 for the County's actual local cost share of the federally funded Project which therefore requires an additional appropriation of \$63,189.54 to complete payment of the County's actual cost share.

NOW, THEREFORE, BE IT RESOLVED that the Kane County Board appropriate the sum of Sixty Three Thousand One Hundred Eighty Nine and 54/100 Dollars (\$63,189.54) from the Transportation Sales Tax Fund #305, Line Item #73010 (Bridge Construction), to pay for the additional actual cost for the Project for a total Project appropriation not to exceed Four Hundred Five Thousand Two Hundred Twenty Six Dollars and 58/100 (\$405,226.58).

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?
305.520.527.73010	Bridge Construction	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 WlkrBrIngtnSppAppr



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 385

Approving an Intergovernmental Agreement with the State of Illinois for Phase III Construction, Kirk Road Highway Safety Improvement Project, Kane County Section No. 16-00477-00-SP

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:

Attached is a local public agency agreement with the State of Illinois that will provide for Federal funding towards a significant portion of the highway safety improvements along the Kirk Road between IL 56 and Cherry Lane project. Federal Highway Safety Improvement Program (HSIP) funds will provide an estimated \$1,449,518 (90%) of the total \$1,610,575 project cost. The total local (County) contribution is estimated to be \$161,057 (10%). Staff recommends that a 25% contingency (\$40,264) be added for a total estimated local share of \$201,321. This agreement replaces the version approved in August 2018 as additional construction scope items were added increasing the cost of the project to maximize the use of available federal HSIP funds.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 385

**APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ILLINOIS
FOR PHASE III CONSTRUCTION, KIRK ROAD HIGHWAY SAFETY IMPROVEMENT
PROJECT, KANE COUNTY SECTION NO. 16-00477-00-SP**

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 (County) and the State of Illinois (State) to cooperate in the performance of their respective duties and responsibilities by contract and other agreements; and

WHEREAS, the County and the State (through its Illinois Department of Transportation) desire to cooperate among themselves to accomplish the Kane County Highway No. 77 (Kirk Road) Highway Safety Improvement Project, (Kane County Section No. 16-00477-00-SP), (hereinafter referred to as the "Improvement"); and

WHEREAS, the County and the State desire to undertake Phase III Construction for the Improvement at an estimated cost of \$1,610,575; and

WHEREAS, the Improvement is deemed by the County and the State 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 provide for the safety of the motoring public; and

WHEREAS, the County and the State have determined a mutually satisfactory allocation of responsibilities and costs for said Improvement as set forth in an intergovernmental agreement with the State (a copy of which is on file with the Kane County Clerk's Office), with the County's share of the Phase III Construction cost estimated to be \$161,057; and

WHEREAS, the County deems it prudent to include in its estimated cost for Phase III Construction for the Improvement, a contingency of twenty five percent, (\$40,264) for a total County cost estimate of Two Hundred One Thousand Three Hundred Twenty One Dollars (\$201,321).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an intergovernmental agreement(s) with the State of Illinois acting through the Illinois Department of Transportation for Phase III Construction for the Improvement.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 KirkHSIPLAA



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 386

Approving an On-Call Environmental Engineering Services Agreement with Huff & Huff, Incorporated of Oak Brook, Illinois, Kane County Section No. 18-00496-00-EG

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$150,000.00
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation is in need of professional services from a qualified engineering firm to provide On-Call Environmental Services for various active projects.

Some contractual work is, by nature, recurring, repetitive and frequently annual. Environmental services is an example and the Kane County Division of Transportation (KDOT) can greatly benefit by having the same professional services firm complete this work for several years in succession. Usually, significant efficiencies can be realized once the firm has an understanding of the KDOT specific infrastructure and needs. This continuity also results in a significant time and manpower savings for both KDOT and the firms.

Staff completed the consultant selection process and has negotiated a contract with Huff & Huff, Inc. for an amount not to exceed \$150,000.00 during the life of the 3-year agreement.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 386

**APPROVING AN ON-CALL ENVIRONMENTAL ENGINEERING SERVICES AGREEMENT
WITH HUFF & HUFF, INCORPORATED OF OAK BROOK, ILLINOIS, KANE COUNTY
SECTION NO. 18-00496-00-EG**

WHEREAS, "on-call" environmental engineering services are necessary for various Kane County highway improvements (hereinafter referred to as "Projects"); and

WHEREAS, in order to complete the Projects it is necessary to retain the services of a professional engineering firm to perform the "on call" environmental engineering services; and

WHEREAS, Huff & Huff, Incorporated, 915 Harger Road, Suite 330, Oak Brook, IL 60523 (hereinafter "Engineer") has environmental engineering experience and professional expertise and is willing to perform the "on call" environmental engineering services for an amount not to exceed \$150,000; and

WHEREAS, it is in the County's best interest to enter into an "on-call" environmental engineering services agreement with the Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute an agreement (a copy of which is on file with the County Clerk's Office) with Huff & Huff, Incorporated for "on-call" environmental engineering services.

BE IT FURTHER RESOLVED that the Kane County Board appropriate the not to exceed sum of One Hundred Fifty Thousand Dollars (\$150,000) to pay for on call environmental engineering services for the Project and that said funds be paid from Local Option Tax Fund No. 304, Line Item # 50140 (Engineering).

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?
304.520.524.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 OnCallEnvironmental



A Subsidiary of GZA



August 9, 2018

Ms. Jennifer O'Connell, P.E.
Senior Project Manager
Kane County Division of Transportation
41W011 Burlington Road
St. Charles, IL 60175

OConnellJennifer@co.kane.il.us

Re: Contractor Disclosure Statement for Huff & Huff, Inc.
Per Kane County Code, Article III Division 3, Section 2-211
On Call Environmental Services Agreement

Dear Ms. O'Connell:

In compliance with the above referenced disclosure requirements, Margaret Panatera hereby certifies that, to the best of our knowledge Huff & Huff, Inc., a subsidiary of GZA GeoEnvironmental, Inc. has not donated funds to any Kane County elected officials.

Margaret Panatera further certifies that as of August 9, 2018 there are no individual owners with a beneficial interest of 5% or more in Huff & Huff, Inc.

GZA GeoEnvironmental, Inc. owns 100% of the Huff & Huff stock and GZA Technologies owns 100% of the shares of GZA GeoEnvironmental, Inc.

Please review the above information and call my office at 630-684-9100 if you have any questions or require additional information.

Sincerely,

Margaret Panatera, P.E.
Vice Principal / District Office Manager

GEOTECHNICAL

ENVIRONMENTAL

ECOLOGICAL

WATER

CONSTRUCTION
MANAGEMENT

915 Harger Road
Suite 330
Oak Brook, IL 60523
T: 630.684.9100
F: 630.684.9120
www.huffnhuff.com
www.gza.com



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 387

Approving a Phase I/II Engineering Services Agreement With Burns & McDonnell of Chicago, Illinois for Burlington Road at Bolcum Road Intersection Improvement, Kane County Section No. 18-00497-00-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$269,728.21
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation is in need of a qualified firm to provide Phase I and Phase II professional engineering services to improve the intersection of Burlington Road and Bolcum Road in Campton Hills. Engineering services to include intersection type analysis, geometric, drainage and environmental design, construction contract plans, specifications, special provisions, construction schedule and construction cost estimate.

Staff completed the qualifications based consultant selection process and has negotiated a contract with Burns & McDonnell for an amount not to exceed \$269,728.21.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 387

APPROVING A PHASE I/II ENGINEERING SERVICES AGREEMENT WITH BURNS & MCDONNELL OF CHICAGO, ILLINOIS FOR BURLINGTON ROAD AT BOLCUM ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 18-00497-00-CH

WHEREAS, Phase I/II Engineering services are required for the proposed Kane County Highway No. 2 (Burlington Road) at Bolcum Road Intersection Improvement (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase I/II Engineering services therefor; and

WHEREAS, Burns & McDonnell, 200 W. Adams Street, Suite 1600, Chicago, IL 60606 has experience and professional expertise in Phase I/II Engineering and is willing to perform the required services for an amount not to exceed \$269,728.21 as set forth in the Phase I/II Engineering services agreement (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 County of Kane enter into a Phase I/II Engineering services agreement with Burns & McDonnell for the Improvement and that the Chairman thereof is hereby authorized to execute a Phase I/II Engineering services agreement with Burns & McDonnell for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Two Hundred Sixty Nine Thousand Seven Hundred Twenty Eight Dollars and 21/100 (\$269,728.21) from the Campton Hills Impact Fee Fund #551, Line Item #50140 (Engineering Services) to pay for said Phase I/II Engineering services for the Improvement.

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?
551.520.551.50140	Engineering Services	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 BrlngtnBlcmB&M



August 30, 2018

NOTICE OF CONTRACTOR DISCLOSURE

Pursuant to Article III, Division 3, Section 2-211 of the Kane County Code, Burns & McDonnell herein acknowledges the award by the County of a contract exceeding \$15,000 in value, and accordingly provides the information required by Kane County for contractor disclosure. This information is provided according to the categories listed in the CONTRACTOR DISCLOSURE ACKNOWLEDGMENT form which precedes this document.

1. Burns & McDonnell Engineering Company, Inc. and its owners, officials and officers have made no campaign contributions of any kind to any current officer or Countywide elected officer in the past twelve (12) months.
2. We offer the following information about the employees and agents of our firm:
 - a. No individual, group of individuals or entity owns more than five percent (5%) of Burns & McDonnell Engineering Company, Inc.
 - b. Burns & McDonnell Engineering Company, Inc. does not use the services of any lobbyists, agents or representatives for contact with County employees or officials.
 - c. Ownership of Burns & McDonnell Engineering Company, Inc. is distributed as listed in (a) above, and as such no additional disclosures are necessary for this section.
 - d. Michael J. Folta, Vice President of Burns & McDonnell Engineering Company, Inc., states under oath that the applicant has withheld no disclosures as to economic interests in the undertaking; nor that it has reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or any other County agency action.

All of the disclosures above are current as of the date of this document, given above.

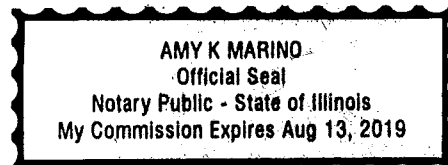
Upon penalty of perjury, I, MICHAEL MACK, affirm that, to the best of my knowledge, the information herein is true and accurate.

Signature [Handwritten Signature]

Title DIRECTOR OF TRANSPORTATION DESIGN Date 8-30-18

Subscribed and sworn before me the 30 th day of AUGUST, 2018.

[Handwritten Signature]





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 388

Approving Supplemental Appropriation for FY 2018 County Maintenance MFT Kane County Section No. 18-00000-00-GM

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$50.00
If not budgeted, explain funding source: N/A	

Summary:

A signed resolution must be submitted to the Illinois Department of Transportation (IDOT) appropriating Motor Fuel Tax (MFT) funds for FY2018 maintenance expenditures. KDOT has received invoices for the debt service administration in the amount of \$500.00 however, \$450.00 was budgeted, leaving a difference of \$50.00. Therefore, a supplemental resolution is now required to be submitted to IDOT for the amounts appropriated in MFT Fund #302.

The total MFT supplemental appropriation is \$50.00.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 388

**APPROVING SUPPLEMENTAL APPROPRIATION FOR FY 2018 COUNTY MAINTENANCE
MFT KANE COUNTY SECTION NO. 18-00000-00-GM**

WHEREAS, the County of Kane through its Division of Transportation is responsible for the maintenance of the Kane County Highway System in accordance with the provisions of the Illinois Highway Code of the Illinois Compiled Statutes (605 ILCS 5/1-101 *et seq.*); and

WHEREAS, Kane County Resolution No. 18-09 approved the FY 2018 maintenance program for the County Highway system funded by the State of Illinois Motor Fuel Tax (MFT), and Kane County Resolution No. 18-347 amended the appropriation for an additional \$96,068.00 for liability insurance, workers compensation, and unemployment claims, an additional appropriation for debt administration costs in excess of the 2018 budgeted amount is now required,

WHEREAS, Three Million, Seven Hundred Forty Nine Thousand, Two Hundred Twenty Nine Dollars (\$3,749,229.00) in MFT Funds and now an additional Fifty (\$50.00) is necessary for debt administration for a total of Three Million, Seven Hundred Forty Nine Thousand, Two Hundred Seventy Nine Dollars (\$3,749,279.00).

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County highway maintenance program referred to as Section #18-00000-00-GM be conducted in conformance with the provisions of the Illinois Highway Code during FY 2018, ending November 30, 2018.

BE IT FURTHER RESOLVED by the County Board of Kane County that Fifty (\$50.00) is hereby appropriated from the Motor Fuel Tax Allotment Fund #302 for Section #18-00000-00-GM;

BE IT FURTHER RESOLVED that the County Engineer of Kane County shall, as soon as practicable after the close of the fiscal year 2018, submit to the Illinois Department of Transportation (IDOT), on forms furnished by IDOT, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure for highway maintenance by IDOT under this appropriation.

BE IT FURTHER RESOLVED that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Illinois Department of Transportation.

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?
302.520.522.50510	Debt Administration Cost	FY2018	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 MFT Appropriation



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 389

Approving a Phase I/II Engineering Services Agreement with HR Green, Inc. of Aurora, Illinois for Kirk Road at Dunham Road Intersection Improvement, Kane County Section No. 18-00503-00-CH

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$278,251.44
If not budgeted, explain funding source: N/A	

Summary:

The Kane County Division of Transportation is in need of a qualified firm to provide Phase I and Phase II professional engineering services to improve the intersection of Kirk Road and Dunham Road in St. Charles. Engineering services to include intersection type analysis, geometric, drainage and environmental design, construction contract plans, specifications, special provisions, construction schedule and construction cost estimate.

Staff completed the qualifications based consultant selection process and has negotiated a contract with HR Green, Inc. for an amount not to exceed \$278,251.44.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 389

APPROVING A PHASE I/II ENGINEERING SERVICES AGREEMENT WITH HR GREEN, INC. OF AURORA, ILLINOIS FOR KIRK ROAD AT DUNHAM ROAD INTERSECTION IMPROVEMENT, KANE COUNTY SECTION NO. 18-00503-00-CH

WHEREAS, Phase I/II Engineering services are required for the proposed Kane County Highway No. 77 (Kirk Road) at Kane County Highway No. 20 (Dunham Road) Intersection Improvement (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase I/II Engineering services therefor; and

WHEREAS, HR Green, Inc., 8 E. Galena Blvd., Suite 305, Aurora, IL 60506 has experience and professional expertise in Phase I/II Engineering and is willing to perform the required services for an amount not to exceed \$278,251.44 as set forth in a Phase I/II Engineering services agreement (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 County of Kane enter into a Phase I/II Engineering services agreement with HR Green, Inc. for the improvement and that the Chairman thereof is hereby authorized to execute a Phase I/II Engineering services agreement with HR Green, Inc., for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Two Hundred Seventy Eight Thousand Two Hundred Fifty One Dollars and 44/100 (\$278,251.44) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase I/II Engineering services for the Improvement.

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 October 9, 2018.

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

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

Vote:

18-10 KrkDnhmHRGreen



▷ 651 Prairie Pointe Drive | Suite 201 | Yorkville, IL 60560
Main 630.553.7560 + Fax 630.553.7646

▷ HRGREEN.COM

September 6, 2018

Ms. Theresa Dobersztyn, CPM, CPPB
Director of Purchasing
Kane County Government Center
719 S. Batavia Avenue – Building A, Second Floor
Geneva, IL 60134

Re: Contractor Disclosure Statement

Dear Ms. Dobersztyn:

Per the County's requirements of vendors who have obtained or are seeking contracts with Kane County resulting in an amount greater than Fifteen Thousand Dollars (\$15,000), HR Green has the following information to disclose.

Since our last disclosure on August 27, 2013, HR Green, Inc. has not made any campaign contributions.

In addition, HR Green is disclosing those stockholders holding greater than 5% legal or beneficial interest in HR Green.

Shareholder Name		Shares	Percentage Ownership
Moermond, David J.	Principal	30,345	10.60%
Heyer, Steven R.	Principal	29,470	10.29%
White, Richard L.	Principal	16,500	5.76%

If the County requires further information, please do not hesitate or contact me at 630.708.5029, or via email at tsimmons@hrgreen.com .

Sincerely,

HR GREEN, INC.

Anthony P. Simmons, P.E.
Regional Director – Transportation



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 390

Approving a Phase III Engineering Services Agreement with Thomas Engineering Group, LLC for Longmeadow Parkway Bridge Corridor Section C-1, Kane County Section No. 13-00215-20-BR

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$2,481,333.72
If not budgeted, explain funding source: N/A	

Summary:

The Longmeadow Parkway Bridge Corridor Section C-1 improvement from east of IL 25 to Sandbloom/Williams Road will include construction of the new bridge over the Fox River. The project has an anticipated duration of approximately 18 months and the work will be constructed under closed road conditions.

Staff utilized the qualifications-based consultant selection process to review 10 Statements of Interest and interviewed 3 firms before selecting Thomas Engineering Group Inc. for the Phase III Construction Engineering Services. The negotiated contract is for an amount not to exceed \$2,481,333.72. Information regarding the QBS process and selection details may be found on the KDOT website.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 390

APPROVING A PHASE III ENGINEERING SERVICES AGREEMENT WITH THOMAS ENGINEERING GROUP, LLC FOR LONGMEADOW PARKWAY BRIDGE CORRIDOR SECTION C-1, KANE COUNTY SECTION NO. 13-00215-20-BR

WHEREAS, Phase III Engineering services are required for the Longmeadow Parkway Bridge Corridor Section C-1 Improvement (herein referred to as the "Improvement"); and

WHEREAS, in order to accomplish the Improvement, it is necessary to retain the services of a professional engineering firm to provide Phase III Engineering services therefor; and

WHEREAS, Thomas Engineering Group, LLC of 55 22nd Street, Suite #300, Lombard, IL 60148 has experience and professional expertise in Phase III Engineering and is willing to perform the required services for the Improvement in an amount not to exceed Two Million Four Hundred Eighty One Thousand Three Hundred Thirty Three Dollars and Seventy Two Cents (\$2,481,333.72) as set forth in the Phase III Engineering services agreement (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 County of Kane enter into a Phase III Engineering services agreement with Thomas Engineering Group, LLC to provide Phase III Engineering services for the Improvement and that the Chairman thereof is hereby authorized to execute a Phase III Engineering services agreement with Thomas Engineering Group, LLC for the Improvement.

BE IT FURTHER RESOLVED that the Kane County Board hereby appropriates the not to exceed sum of Two Million Four Hundred Eighty One Thousand Three Hundred Thirty Three and 72/100 Dollars (\$2,481,333.72) from Transportation Sales Tax Fund #305, Line Item #50140 (Engineering Services) to pay for said Phase III Engineering services for the Improvement.

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 October 9, 2018.

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

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

Vote:

18-10 LMPC1TEG

CONTRACTOR DISCLOSURE

The following are people in Thomas Engineering Group, LLC (TEG) who have a legal or a beneficial interest of more than five percent (5%) in the applicant:

Thomas Gill	238 South Kenilworth Avenue, Oak Park, Illinois 60302	68%
Gregory Benske	5581 Chancery Road, Gurnee, Illinois 60031	21%
Kevin VanDeWoestyne	115772 McGrath Lane, Naperville, Illinois 60564	11%

TEG has no lobbyist, agents and representatives and no individuals who are or will be having contact with County employees or officials in relation to the contract or bid.

TEG withholds no disclosures as to economic interests in the undertaking nor reserved any information, data or plan as to the intended use or purpose for which it seeks County Board or other county agency action.

All disclosures and information are current as of the date upon which TEG is presented and will be maintained current until such time as Kane County shall take action on the application.

Notwithstanding any of the above provisions, the County Purchasing Department with respect to contracts awarded may require any such additional information from TEG which is reasonably intended to achieve full disclosure relevant to the application for action by the County Board or any other County agency.

T. Gill July 12, 2018

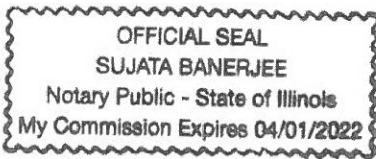
 Thomas Gill / President of Thomas Engineering Group, LLC Date

Signed and sworn (or affirmed) to before me on 12th day of July (date)
2018

By SUJATA BANERJEE (name)

Sujata Banerjee
(Signature of Notary Public)

Seal





RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 391

Approving Amendment No. 1 to an Agreement with WBK Engineering, LLC for On-Call Utility Permit Review Services, Kane County Section No. 18-00492-00-EG

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$65,000
If not budgeted, explain funding source: N/A	

Summary:

Over the past year, KDOT has experienced a significant increase in the complexity of permit applications for various construction activities in the highway rights of way. Since this increase has placed an additional burden on the Permit staff, the qualifications based consultant selection process was completed. In order to jump start the consultant assistance in permit reviews, in May 2018, KDOT entered into a contractual agreement with WBK Engineering, LLC for on-call engineering services at an upper level of \$29,000 and within the County Engineer's funding authority of less than \$30,000.

Since that time, WBK Engineering, LLC has helped KDOT staff respond to permit applications in an accurate and expeditiously manner. KDOT wishes to continue those gains by extending the contract with WBK Engineering. Therefore, we are seeking an amendment to the existing engineering agreement that would extend the expiration date of the contract and increase the contract amount by an additional \$65,000 for a not to exceed amount of \$94,000.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 391

APPROVING AMENDMENT NO. 1 TO AN AGREEMENT WITH WBK ENGINEERING, LLC FOR ON-CALL UTILITY PERMIT REVIEW SERVICES, KANE COUNTY SECTION NO. 18-00492-00-EG

WHEREAS, pursuant to purchase order No. 2018-1251, the County of Kane appropriated Twenty Nine Thousand Dollars (\$29,000.00), (hereinafter the "appropriation") and entered into a professional services agreement with WBK Engineering, LLC of St. Charles, Illinois (hereinafter the "Agreement"), to provide On-Call Utility Permit Reviews(hereinafter the "Project"); and

WHEREAS, the Kane County Division of Transportation has experienced a significant increase in the number and complexity of permit applications for various construction activities within the right of way of highways under the jurisdiction of the County along with the need for assistance to address the review of the increased permit applications; and

WHEREAS, in order to address the need for assistance, the Kane County Division of Transportation requires additional On-Call Utility Permit Review Services and therefore desires the County enter into Amendment No. 1 to the Agreement, (a copy of which is on file in the office of the Kane County Clerk), increasing the total appropriation for the cost of additional On-Call Utility Permit Reviews for the Project by an additional \$65,000; and

WHEREAS, it is in the County's best interest to extend the upper limit of the appropriation for the Agreement by an additional \$65,000 from \$29,000 to \$94,000.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman thereof is hereby authorized to execute Amendment No. 1 to the Agreement with WBK Engineering, LLC for the Project.

BE IT FURTHER RESOLVED by the Kane County Board that there is hereby appropriated the sum of Sixty Five Thousand Dollars (\$65,000) from County Highway Fund #300, Line Item #50140 (Engineering) for a total appropriation for the Agreement and Amendment No. 1 thereto not to exceed Ninety Four Thousand Dollars (\$94,000).

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?
300.520.520.50140	Engineering	Yes	Yes	

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 OnCallPermitReview

April 20, 2018

Kane County Government Center
Purchasing Department, Bldg. A
719 S. Batavia Avenue
Geneva, IL 60134

Via e-mail: purchasing@countyofkane.org

Re: Vendor Disclosure Statement

To Whom It May Concern:

Per the Kane County Ethics Ordinance, this letter serves as the Disclosure Statement for WBK Engineering LLC (WBK) as of April 20, 2018.

WBK Engineering LLC is owned by two members:

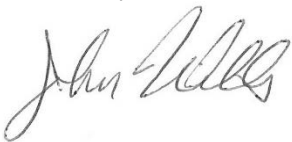
- Mno-Bmadsen – 51%
- WBK Associates Holding Company, Inc. – 49%

The following individuals are owners of WBK Associates Holding Company, Inc. with an interest in WBK Engineering LLC equivalent to five percent (5%) or greater:

- | | | |
|-------------------------|--|-------|
| • John Wills | 3726 Ridge Pointe Drive, Geneva, IL 60134 | 9.92% |
| • Thomas Huddleston III | 9504 Fowler Road, Rochelle, IL 61068 | 8.22% |
| • Charles Hanlon | 70 Horne Street, St. Charles, IL 60174 | 7.39% |
| • P.J. Fitzpatrick | 1075 Parkview Drive, Batavia, IL 60510 | 6.48% |
| • Greg Chismark | 664 Westfield Course, Geneva, IL 60134 | 6.33% |
| • Patrick Kelsey | 1323 Hickory Ridge Drive, Montgomery, IL 60538 | 6.33% |

In the previous 12 months, no applicable campaign contributions have been made by WBK or the parties identified above. Patrick Kelsey is currently serving as an elected member on the Waubonsee Community College Board of Trustees. If you have any questions or require additional information, please contact me at 630.443.7755.

Sincerely,



John Wills, P.E.
President

Cc: Kurt Nika, Kane County Division of Transportation (nikakurt@co.kane.il.us)



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No. 18 - 392

Approving a Pole Agreement for the Kane County Code Regarding Wireless Telecommunication Facilities in County Rights 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:

In response to Public act 100-0585 ("Small Wireless Facilities Deployment Act"), which was signed into law in April of this year, Kane County passed Ordinance 18-282 ("Wireless Telecommunication Facilities on County Property and Right-of-Way"). The Ordinance includes standards for design, construction, installation, and use of such facilities on County-owned infrastructure and in County rights-of-way.

In addition to a written permit issued by KDOT for the installation of facilities on County-owned infrastructure, the Ordinance requires a separate pole attachment agreement between the service provider and the County. Staff has prepared the attached agreement for this purpose. This one-time agreement will be required between each service provider and the County prior to the service provider's first co-location on County infrastructure. KDOT seeks Transportation Committee authorization for the County Engineer/Director of Transportation to enter into such agreements as outlined above.

The Division of Transportation recommends that the Transportation Committee forward this Agreement to the County Board for adoption.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 18 - 392

**APPROVING A POLE AGREEMENT FOR THE KANE COUNTY CODE REGARDING
WIRELESS TELECOMMUNICATION FACILITIES IN COUNTY RIGHTS OF WAY**

WHEREAS, pursuant to Kane County Ordinance 18-282, (the “ordinance”) general standards for design, construction, installation and use of facilities on County-owned infrastructure and rights-of-way were enacted; and

WHEREAS, the Ordinance requires a separate Wireless Communication Facility Agreement between the service provider and the County; and

WHEREAS, pursuant to the Ordinance, the one-time Wireless Communication Facility Agreement will be required between each service provider and the County prior to the service provider being issued a permit by the County for its first co-location on County infrastructure; and

WHEREAS, the Wireless Communication Facility Agreement will issue under the signature of the Kane County Engineer.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the County and any wireless communication provider seeking to place wireless telecommunication facilities on County highway right of way and property enter into Wireless Communication Facility Agreement to memorialize the terms, conditions, duties and obligations which will govern the placement of the wireless communication provider’s facilities and equipment on a particular site(s) on the County right of way property.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 WirelessPoleAgreement



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 393

Approving a Rating Agency Agreement with S&P Global Ratings of Chicago, Illinois for Longmeadow Parkway Toll Bridge Revenue Bonds

Committee Flow: Transportation Committee, Executive Committee, County Board

Contact: Tom Rickert, (630) 406-7305

Budget Information:

Was this item budgeted? Yes	Appropriation Amount: \$45,000
If not budgeted, explain funding source: Yes	

Summary:

As part of the issuance of the Longmeadow Toll Bridge Revenue Bonds, a rating agency is required to research and assess the creditworthiness of the Bonds and publish a rating to be used by investors. The County's existing contract with Speer Financial authorizes Speer to review and recommend the rating agency. In consultation with the County States Attorney, this process conducted by Speer meets the competitive selection process requirements of both the Counties Code in State statute, and is within the authority of the County Board to authorize.

Speer has recommended that the County utilize Standard and Poor's for the Longmeadow Toll Bridge Revenue Bonds due to the fact that of the available rating agencies, Standard and Poor's has more qualifications in the area of toll bridge bonds than the other rating agencies.

The contract with Standard and Poor's is estimated to be \$45,000.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 393

APPROVING A RATING AGENCY AGREEMENT WITH S&P GLOBAL RATINGS OF CHICAGO, ILLINOIS FOR LONGMEADOW PARKWAY TOLL BRIDGE REVENUE BONDS

WHEREAS, the County of Kane requires a rating agency to research and assess the creditworthiness of the Bonds and publish a rating to be used by investors (hereinafter the "Project"); and

WHEREAS, in order to accomplish the Project, it is necessary to retain the services of rating agency firm to perform the necessary research associated with the Project; and

WHEREAS, Standard & Poor's is the rating agency that rates existing County debt and is the rating agency most familiar with the County while having the most expertise with toll revenue bonds and special revenues; and

WHEREAS, S&P Global Ratings, 2542 Collection Center Drive, Chicago, IL 60693 has experience and professional expertise in toll bridge bonds and is willing to perform the required services for an amount not to exceed \$45,000 as set forth in the proposed agreement (a copy of which is on file with the County Clerk's Office); and

WHEREAS, the source of funding to cover the fee for all expenditures for bond rating services provided will be the proceeds of the Longmeadow Toll Bridge bonds.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the Chairman is hereby authorized to enter into a contract with Standard & Poor's for the provision of bond rating services.

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?
6xx.760.xxx.80040	Debt Insurance Cost	Yes	Yes	Bond proceeds

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 LMPBondS&P



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Ordinance No. 18 - 394

Approving an Ordinance Providing for the Issue of Not to Exceed \$29,000,000 Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of The County of Kane, Illinois, for the Purpose of Constructing a Toll Bridge, the Pledge of Toll Bridge Revenues and, to Enhance the Security for Said Bonds, Regional Transportation Authority Sales Tax Revenues, to the Payment of Principal and Interest on Said Bonds and for the Sale of Said Bonds to Citigroup Global Markets Inc., Authorizing the Execution and Delivery of Trust Indentures in Connection Therewith and Providing for Payment of Said Bonds and Authorizing Certain Other Matters

Committee Flow: Transportation Committee, Finance and Budget 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 Bond Ordinance (i) authorizes the sale of the Bonds to Citigroup Global Markets Inc., (ii) provides for the pledge of Toll Bridge revenues and, to enhance the security for the Bonds, RTA sales tax revenues, to the payment of principal and interest on the Bonds and (iii) authorizes the execution and delivery of a Toll Bridge Trust Indenture and a Sales Tax Trust Indenture in connection with the issue and sale of the Bonds. The Bond Ordinance and the Trust Indentures provide many other details for the Bonds, including tax-exempt covenants, covenants with respect to the operation and maintenance of the Toll Bridge, terms of the Bonds and appropriations.

The Bond Ordinance also sets forth parameters for the issuance of the Bonds and sale thereof by designated officials of the County (the same being the Chairman of the County Board and the Executive Director of Finance of the County); such sale parameters governing the par amount of the Bonds, length of maturity, rates of interest and purchase price.

The Bonds will be issued and secured pursuant to the terms of the Toll Bridge Trust Indenture and payable from net Toll Bridge revenues. The Bonds will be further secured pursuant to the terms of the Sales Tax Trust Indenture and payable from RTA sales tax revenues then on deposit in certain funds and accounts established pursuant the Sales Tax Trust Indenture when the amount then on deposit in certain funds and accounts established pursuant the Toll Bridge Trust Indenture is less than the amount required to pay debt service on the Bonds.

STATE OF ILLINOIS

COUNTY OF KANE

ORDINANCE NO. 18 - 394

APPROVING AN ORDINANCE PROVIDING FOR THE ISSUE OF NOT TO EXCEED \$29,000,000 TOLL BRIDGE REVENUE BONDS (SALES TAX SUPPORTED), SERIES 2018, OF THE COUNTY OF KANE, ILLINOIS, FOR THE PURPOSE OF CONSTRUCTING A TOLL BRIDGE, THE PLEDGE OF TOLL BRIDGE REVENUES AND, TO ENHANCE THE SECURITY FOR SAID BONDS, REGIONAL TRANSPORTATION AUTHORITY SALES TAX REVENUES, TO THE PAYMENT OF PRINCIPAL AND INTEREST ON SAID BONDS AND FOR THE SALE OF SAID BONDS TO CITIGROUP GLOBAL MARKETS INC., AUTHORIZING THE EXECUTION AND DELIVERY OF TRUST INDENTURES IN CONNECTION THEREWITH AND PROVIDING FOR PAYMENT OF SAID BONDS AND AUTHORIZING CERTAIN OTHER MATTERS

Whereas, The County of Kane, Illinois (the “County” or “Kane 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 (the “State”), 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 Division 3 of Article 10 of the Illinois Highway Code, as amended (the “Highway Code”), and specifically, Section 10-301 of the Highway Code, the County may construct, repair, maintain and operate a bridge or bridges over and across any navigable or non-navigable stream within the County and its approaches; and

Whereas, pursuant to and in accordance with the provisions of said Division, the County Board of the County (the “Board”) has determined that, in order to alleviate traffic congestion in northern Kane County, it is necessary and desirable to construct a toll bridge over the Fox River (the “Project” or the “Toll Bridge”); and

Whereas, the Project includes necessary toll collection equipment and facilities; and

Whereas, the Project is part of the Longmeadow Parkway River Bridge Corridor project, a proposed four-lane Fox River Bridge crossing and four-lane minor arterial roadway corridor approximately 5.6 miles in length and passing through unincorporated Kane County and portions of the Villages of Algonquin, Carpentersville and Barrington Hills; and

Whereas, the cost of the Project, including engineering, legal, financial, bond discount, capitalized interest, bond reserves, printing and publication costs and other expenses, is estimated to be not less than \$29,000,000, and there are insufficient funds on hand and lawfully available to pay such cost; and

Whereas, the Board has further determined and does hereby determine that it is necessary and desirable to pay the cost of the Project from sale proceeds of revenue bonds authorized to be issued at this time pursuant to Section 10-303 of the Highway Code (the “Revenue Bonds”); and

Whereas, pursuant to Section 10-302 of the Highway Code, the County must establish rates of toll or charges for the use of the Toll Bridge (as further described herein, the “Toll Bridge Revenues”) sufficient to pay the costs of maintaining and operating the Toll Bridge and its approaches and the principal of and interest on the Revenue Bonds; and

Whereas, subject to the provisions of Section 7 of this Ordinance, the Revenue Bonds shall be payable solely and only from the Toll Bridge Revenues and shall be secured by a pledge of the Toll Bridge Revenues; and

Whereas, the Board is now authorized to issue Revenue Bonds to the amount of \$29,000,000 in accordance with the provisions of the Highway Code, and the Board does hereby determine that it is necessary and desirable that there be issued at this time an amount not to exceed \$29,000,000 of the Revenue Bonds so authorized (the “*Bonds*”); and

Whereas, the Board does hereby further determine that, based on the Longmeadow Parkway Toll Bridge Operations & Maintenance Study prepared by Jacobs Engineering Group, the Toll Bridge Revenues will provide in each year an amount sufficient to pay the costs of maintaining and operating the Toll Bridge and its approaches and the principal of and interest on the Bonds, there being no other obligations of the County payable from the Toll Bridge Revenues; and

Whereas, the County receives revenues derived from sales taxes imposed by the Regional Transportation Authority, and distributed to the County, pursuant to and in accordance with the Regional Transportation Authority Act, as amended (the “*Sales Tax Revenues*”); and

Whereas, the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), provides supplemental authority to all units of local government in the State, including the County, regarding procedures for the issuance and sale of bonds; and

Whereas, Section 13 of the Debt Reform Act authorizes the County to pledge, as security for the payment of bonds, “grants or other revenues or taxes expected to be received by the [County] from the State or federal government..., such as sales or use taxes or utility taxes”; and

Whereas, in order to enhance the security of the Bonds and pursuant said Section 13, the Board does hereby determine that it is necessary and desirable to pledge Sales Tax Revenues to the payment of principal of and interest on the Bonds, as described in Section 7 of this Ordinance:

Now, Therefore, Be It 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. Authorization. It is hereby found and determined that the Board has been authorized by law to borrow the sum of \$29,000,000 upon the credit of the County as provided in this Ordinance, and as evidence of such indebtedness, to issue the Bonds, being Revenue Bonds payable from the Toll Bridge Revenues and, as further described in Section 7 of this Ordinance, Sales Tax Revenues, to said amount, the proceeds of the Bonds to be used to pay the cost of the Project, and it is necessary and desirable that there be issued at this time not to exceed \$29,000,000 of the Bonds so authorized.

Section 3. Bond Details. For the purpose of providing for the payment of the cost of the Project and all related costs and expenses incidental thereto, there shall be issued and sold the Bonds in the principal amount of not to exceed \$29,000,000. The Bonds shall be issued to said amount and shall be designated “Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018” or with such other series designation as may be appropriate and set forth in the Bond Notification (as hereinafter defined). The Bonds shall be dated such date (not prior to October 15, 2018, and not later than January 17, 2019) as set forth in the Bond Notification, and shall also bear the date of

authentication, shall be in fully registered form, shall be in denominations of \$5,000 each or authorized integral multiples thereof (but no single Bond shall represent installments of principal maturing on more than one date), and shall be numbered 1 and upward. The Bonds shall become due and payable (subject to prior redemption as hereinafter described) on December 15 of each of the years (not later than 2048), in the amounts (not exceeding \$2,474,000 per year) and bearing interest at the rates per annum (not exceeding 6.0% per annum) as set forth in the Bond Notification. The Bonds shall bear interest from their date or from the most recent interest payment date to which interest has been paid or duly provided for, until the principal amount of the Bonds is paid, such interest (computed upon the basis of a 360-day year of twelve 30-day months) being payable semi-annually commencing with the first interest payment date as set forth in the Bond Notification, and on June 15 and December 15 of each year thereafter to maturity.

The Bonds shall be issued and secured pursuant to the terms of a Toll Bridge Trust Indenture (the "*Toll Bridge Indenture*") to be entered into between the County and Zions Bancorporation, National Association, Chicago, Illinois (the "*Toll Bridge Trustee*"); and the Chairman of the Board (the "*Chairman*") and the County Clerk of the County (the "*County Clerk*") are each hereby authorized to execute, attest and deliver the Toll Bridge Indenture on behalf of the County, such Indenture to be in substantially the form attached hereto as *Exhibit A* and made a part hereof and hereby approved. All capitalized terms used in this Ordinance without definition shall have the meanings assigned to such terms in the Toll Bridge Indenture.

The Bonds shall be issued under and secured by the Toll Bridge Indenture and shall have the terms and provisions set forth in the Toll Bridge Indenture, within the limitations prescribed in this Ordinance. In order to provide for the operation and maintenance of the Toll Bridge and to secure the payment of the principal of and interest on the Bonds and all other bonds or obligations to be issued pursuant to the Toll Bridge Indenture, the Toll Bridge Revenues are hereby pledged to the extent and for the purposes as provided in the Toll Bridge Indenture and are hereby appropriated for the purposes set forth in the Toll Bridge Indenture. The principal of and interest on the Bonds are payable from and secured by the pledge of and lien on the Toll Bridge Revenues and amounts on deposit in certain Funds and Accounts established pursuant to the Toll Bridge Indenture. The Toll Bridge Indenture shall set forth such covenants with respect to the operation and maintenance of the Toll Bridge and the imposition and application of the Toll Bridge Revenues.

The Bonds shall be further secured by the issuance to the Toll Bridge Trustee of the Sales Tax Certificate pursuant to the terms of a Sales Tax Trust Indenture (the "*Sales Tax Indenture*") to be entered into between the County and Zions Bancorporation, National Association, Chicago, Illinois; and the Chairman and the County Clerk are each hereby authorized to execute, attest and deliver the Sales Tax Indenture on behalf of the County, such Indenture to be in substantially the form attached hereto as *Exhibit B* and made a part hereof and hereby approved.

The Sales Tax Certificate shall be issued under and secured by the Sales Tax Indenture and shall have the terms and provisions set forth in the Sales Tax Indenture, within the limitations prescribed in this Ordinance. In order to further secure the payment of the principal of and interest on the Bonds and all other bonds or obligations to be issued pursuant to the Sales Tax Indenture, the Sales Tax Revenues are hereby pledged to the extent and for the purposes as provided in the Sales Tax Indenture and are hereby appropriated for the purposes set forth in the Sales Tax Indenture. The principal of and interest on the Bonds are also payable from and secured by the pledge of and lien on the Sales Tax Revenues, as evidenced by the Sales Tax Certificate, and amounts on deposit in certain Funds and Accounts established pursuant to the Sales Tax Indenture. The Sales Tax Indenture shall set forth such covenants with respect to the application of the Sales Tax Revenues.

Section 4. Redemption. (a) Optional Redemption. The Bonds maturing on and after the date set forth in the Bond Notification shall be subject to redemption prior to maturity at the option of the County from any available funds, in a whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Bonds of a single maturity to be selected by the Toll Bridge Trustee), on the date or dates specified in the Bond Notification (but not later than 10-1/2 years after the date of issuance) at the redemption price of par plus accrued interest to the redemption date.

(b) Mandatory Redemption. The Bonds maturing on the date or dates, if any, indicated in the Bond Notification shall be subject to mandatory redemption, in integral multiples of \$5,000 selected by lot by the Toll Bridge Trustee, at a redemption price of par plus accrued interest to the redemption date, on December 15 of the years, if any, and in the principal amounts, if any, as indicated in the Bond Notification.

The principal amounts of Bonds to be mandatorily redeemed in each year may be reduced through the earlier optional redemption thereof, with any partial optional redemptions of such Bonds credited against future mandatory redemption requirements in such order of the mandatory redemption dates as the County may determine. In addition, on or prior to the 60th day preceding any mandatory redemption date, the Toll Bridge Trustee may, and if directed by the Board shall, purchase Bonds required to be retired on such mandatory redemption date. Any such Bonds so purchased shall be cancelled and the principal amount thereof shall be credited against the mandatory redemption required on such next mandatory redemption date.

Section 5. Sale of Bonds. The Chairman and the Executive Director of Finance of the County (the "*Designated Representatives*") are hereby authorized to proceed not later than the 11th day of December, 2018, without any further authorization or direction from the Board, to sell the Bonds upon the terms as prescribed in this Ordinance. The Bonds hereby authorized shall be executed as in this Ordinance provided as soon after the delivery of the Bond Notification as may be, and thereupon be deposited with the County Treasurer, and, after authentication thereof by the Toll Bridge Trustee, be by said Treasurer delivered to Citigroup Global Markets Inc. (the "*Purchaser*"), upon receipt of the purchase price therefor, the same being a purchase price producing an underwriter's discount not in excess of \$15 per \$1,000 of production (if all Bonds are sold at the initial offering prices set forth in the Official Statement (as hereinafter defined)), plus accrued interest to date of delivery, if any; it being hereby found and determined that no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchaser.

Prior to the sale of the Bonds, the Chairman and the Executive Director of Finance of the County (the "*Executive Director*") are each hereby authorized to approve and execute a commitment for the purchase of a Municipal Bond Insurance Policy (as hereinafter defined), to further secure the Bonds, as long as the present value of the fee to be paid for the Municipal Bond Insurance Policy (using as a discount rate the expected yield on the Bonds treating the fee paid as interest on the Bonds) is less than the present value of the interest reasonably expected to be saved on the Bonds over the term of the Bonds as a result of the Municipal Bond Insurance Policy.

Upon the sale of the Bonds, the Designated Representatives shall prepare a Notification of Sale of the Bonds, which shall include the pertinent details of sale as provided herein (the "*Bond Notification*"). In the Bond Notification, the Designated Representatives shall find and determine that the Bonds 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 the Bonds does not exceed

5.25%. The Bond Notification shall be entered into the records of the County and made available to the Board at the next regular meeting thereof; 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 the Bond Notification.

Upon the sale of the Bonds, as evidenced by the execution and delivery of the Bond Notification by the Designated Representatives, the Chairman, the County Clerk, the Executive Director, the County Treasurer of the County (collectively, the "*Authorized Officers*") and any other officer of the County, as appropriate, shall be and are hereby authorized and directed to approve or execute, or both, such documents of sale of the Bonds as may be necessary, including, without limitation, the contract for the sale of the Bonds between the County and the Purchaser (the "*Purchase Contract*"). Prior to the execution and delivery of the Purchase Contract, the Designated Representatives shall find and determine that no person holding any office of the County, either by election or appointment, is in any manner financially interested directly in his or her own name or indirectly in the name of any other person, association, trust or corporation, in the Purchase Contract.

The use by the Purchaser of any Preliminary Official Statement and any final Official Statement relating to the Bonds (the "*Official Statement*") is hereby ratified, approved and authorized; the execution and delivery of the Official Statement is hereby authorized; and the officers of the Board are hereby authorized to take any action as may be required on the part of the County to consummate the transactions contemplated by the Purchase Contract, this Ordinance, said Preliminary Official Statement, the Official Statement and the Bonds.

Section 6. Toll Bridge Fund; Additional Bonds. The Toll Bridge Indenture establishes a special fund of the County known as the "Kane County Toll Bridge Revenue Fund" (the "*Toll Bridge Fund*"). As set forth in the Toll Bridge Indenture, all Toll Bridge Revenues shall be set aside as collected and be deposited into the Toll Bridge Fund, which fund shall constitute a trust fund for the sole purpose of carrying out the covenants, terms and conditions imposed upon the County by the Toll Bridge Indenture and this Ordinance, and shall be used for the establishment of, and expenditure from, the respective accounts of the Toll Bridge Fund described in the Toll Bridge Indenture.

So long as any Bonds remain Outstanding, no obligations or bonds of the County of any kind shall be issued which are payable from the Toll Bridge Revenues except upon compliance with the provisions of the Toll Bridge Indenture.

Section 7. Sales Tax Fund; Additional Bonds. The Sales Tax Indenture establishes a special fund of the County known as the "Kane County Sales Tax Revenue Fund" (the "*Sales Tax Fund*"). As set forth in the Sales Tax Indenture, all Sales Tax Revenues shall be set aside as collected and be deposited into the Sales Tax Fund, which fund shall constitute a trust fund for the sole purpose of carrying out the covenants, terms and conditions imposed upon the County by the Sales Tax Indenture and this Ordinance, and shall be used for the establishment of, and expenditure from, the respective accounts of the Sales Tax Fund described in the Sales Tax Indenture. Sales Tax Revenues not deposited into, or released from, the Sales Tax Fund shall be used for any lawful purpose, except as described below.

So long as any Bonds remain Outstanding (as defined in the Sales Tax Indenture), no obligations or bonds of the County of any kind shall be issued which are payable from the Sales Tax Revenues except upon compliance with the provisions of the Sales Tax Indenture.

Section 8. Additional Covenants. The County further covenants and agrees with the holders of the Bonds that, so long as any Bonds remain outstanding:

A. The County will maintain the Toll Bridge in good repair and working order, will operate the same efficiently and faithfully, and will punctually perform all duties with respect thereto required by the Highway Code, Counties Code and all other laws of the State.

B. The County will maintain a schedule of rates, fees and charges for the use of the Toll Bridge at such levels as the County shall determine as shall produce Net Toll Bridge Revenues sufficient in each Fiscal Year to provide an amount of such revenues in such Fiscal Year equal to not less than the greater of (a) 100 percent of the Annual Debt Service Requirement for such Fiscal Year on account of all Bonds then Outstanding or (b) the amount necessary to provide for the required credits to all of the Accounts of the Toll Bridge Fund, *provided, however*, that such rates, fees and charges may be reduced to the extent of other lawfully available and appropriated funds of the County to be deposited into the Toll Bridge Fund in such Fiscal Year.

The County covenants that in connection with the preparation of its Annual Budget, it will review the Net Toll Bridge Revenues collected for the then current Fiscal Year to date and will estimate the total amount of Net Toll Bridge Revenues expected to be collected in such Fiscal Year based on the then current schedules of rates, fees and charges for use of the Toll Bridge. If as a result of such review and estimate, the County shall become aware that the then current schedules of rates, fees and charges for use of the Toll Bridge, together with other lawfully available and appropriated funds of the County deposited or to be deposited into the Toll Bridge Fund in such Fiscal Year, are not producing Net Toll Bridge Revenues sufficient to satisfy the aforesaid rate covenant in any Fiscal Year, the County will make revisions of the schedules of rates, fees and charges to be next charged in order to produce Net Toll Bridge Revenues sufficient to satisfy the aforesaid rate covenant.

Whenever the aforesaid rate covenant shall not have been met for a Fiscal Year, the County covenants promptly to have prepared a rate study for the Toll Bridge by an independent consultant employed for that purpose, and further, to make a copy of such study, when completed to any person requesting one, what actions the County has taken responsive to such study.

C. The County from time to time will make all needful and proper repairs, replacements, additions, and betterments to the Toll Bridge so that it may at all times be operated properly and advantageously; and when any necessary equipment or facility shall have been worn out, destroyed, or otherwise is insufficient for proper use, it shall be promptly replaced so that the value and efficiency of the Toll Bridge shall be at all times fully maintained.

D. The County will establish such rules and regulations for the control and operation of the Toll Bridge necessary for the safe, lawful, efficient and economical operation thereof.

E. The County will make and keep proper books and accounts (separate and apart from all other records and accounts), in which complete entries shall be made of all transactions relating to the Toll Bridge, as further described in the Indenture.

F. The County will carry insurance on the Toll Bridge of the kinds and in the amounts which are usually carried by private parties operating similar properties, covering such risks as shall be recommended by a competent consulting engineer or insurance consultant employed by the County for the purpose of making such recommendations. Alternatively, the County shall self-insure or provide insurance by means of a self-insurance pool with other municipal corporations, public bodies or units of local government, *provided* that either private insurance is not available at a reasonable cost or the County or the pool shall have assets or shall have created a self-insurance reserve fund in an amount as shall be determined by a competent insurance consultant to be not unreasonable in view of the risks insured. All moneys received for loss under such insurance policies or from the self-insurance reserve fund or pool shall be deposited to the credit of the Renewal, Replacement and Improvement Account and used in making good the loss or damage in respect of which they were paid, either by repairing the property damaged or making replacement of the property destroyed, and provision for making good such loss or damage shall be made within one hundred twenty (120) days from the date of the loss. The proceeds derived from any and all policies for workers' compensation or public liability shall be paid into the Operation and Maintenance Account and used in paying the claims on account of which they were received or shall be used to reimburse any account from which the claim was previously paid. The payment of premiums, regular payments to a pool and regular accumulations for a reserve fund required under the provisions of this covenant for all insurance policies required under the provisions of this covenant shall be considered an Operating Expense.

Section 9. Application of Proceeds. Accrued interest received on the delivery of the Bonds, if any, and principal proceeds of the Bonds in an amount set forth in the Toll Bridge Indenture (not to exceed \$6,000,000) are hereby appropriated for the purpose of paying first interest due on the Bonds and are hereby ordered deposited into the Interest Account of the Toll Bridge Fund. The remaining principal proceeds of the Bonds and any premium received on the delivery of the Bonds are hereby appropriated to pay the costs of issuance of the Bonds in an amount (not including underwriter's discount) set forth in the Toll Bridge Indenture (not to exceed \$500,000) and the portion thereof not needed to pay such costs of issuance shall be deposited into the "Toll Bridge Fund (2018)" of the County (the "*Project Fund*"), hereby created. Funds on deposit in the Project Fund (i) may be invested at the direction of an Authorized Officer pursuant to any authorization granted to municipal corporations by State statute or court decision and (ii) shall be withdrawn from time to time as needed for the payment of the cost of the Project. At the time of the issuance of the Bonds, the costs of issuance of the Bonds may be paid by the Purchaser or the Toll Bridge Trustee on behalf of the County from the proceeds of the Bonds.

Section 10. Non-Arbitrage and Tax-Exemption. The County hereby covenants that it will not take any action, omit to take any action or permit the taking or omission of any action within its control (including, without limitation, making or permitting any use of the proceeds of the Bonds) if taking, permitting or omitting to take such action would cause any of the Bonds to be an arbitrage bond or a private activity bond within the meaning of the Internal Revenue Code of 1986, as amended, or would otherwise cause the interest on the Bonds to be included in the gross income of the recipients thereof for federal income tax purposes. The County acknowledges that, in the event of an examination by the Internal Revenue Service (the "*IRS*") of the exemption from federal income taxation for interest paid on the Bonds, under present rules, the County may be treated as a "taxpayer" in such examination and agrees that it will respond in a commercially reasonable manner to any inquiries from the IRS in connection with such an examination.

The County also agrees and covenants with the purchasers and holders of the Bonds from time to time outstanding that, to the extent possible under Illinois law, it will comply with whatever federal tax law is adopted in the future which applies to the Bonds and affects the tax-exempt status of the Bonds.

The Board hereby authorizes the officials of the County responsible for issuing the Bonds, the same being the Authorized Officers, to make such further covenants and certifications regarding the specific use of the proceeds of the Bonds as approved by the Board and as may be necessary to assure that the use thereof will not cause the Bonds to be arbitrage bonds and to assure that the interest on the Bonds will be exempt from federal income taxation. In connection therewith, the County and the Board further agree: (a) through their officers, to make such further specific covenants, representations as shall be truthful, and assurances as may be necessary or advisable; (b) to consult with counsel approving the Bonds and to comply with such advice as may be given; (c) to pay to the United States, as necessary, such sums of money representing required rebates of excess arbitrage profits relating to the Bonds; (d) to file such forms, statements, and supporting documents as may be required and in a timely manner; and (e) if deemed necessary or advisable by their officers, to employ and pay fiscal agents, financial advisors, attorneys, and other persons to assist the County in such compliance.

Section 11. Reimbursement. With respect to expenditures for the Project paid within the 60 day period ending on this date and with respect to which no declaration of intent was previously made, the County hereby declares its intent to reimburse such expenditures and hereby allocates proceeds of the Bonds in the amount indicated in the Tax Exemption Certificate and Agreement to be delivered in connection with the issuance of the Bonds to reimburse said expenditures.

Section 12. Registered Form. The County agrees that it will not take any action to permit the Bonds to be issued in, or converted into, bearer or coupon form.

Section 13. Municipal Bond Insurance. In the event the payment of principal and interest on the Bonds is insured pursuant to a municipal bond insurance policy (the "*Municipal Bond Insurance Policy*") issued by a bond insurer (the "*Bond Insurer*"), and as long as such Municipal Bond Insurance Policy shall be in full force and effect, the County and the Toll Bridge Trustee agree to comply with such usual and reasonable provisions regarding presentment and payment of the Bonds, subrogation of the rights of the Bondholders to the Bond Insurer upon payment of the Bonds by the Bond Insurer, amendment hereof or other terms, as approved by the Chairman or the Executive Director on advice of counsel, his approval to constitute full and complete acceptance by the County of such terms and provisions under authority of this Section.

Section 14. Continuing Disclosure Undertaking. Each Authorized Officer is hereby authorized, empowered and directed to execute and deliver a Continuing Disclosure Undertaking under Section (b)(5) of Rule 15c2-12 adopted by the Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "*Continuing Disclosure Undertaking*"). When executed and delivered on behalf of the County as herein provided, such Continuing Disclosure Undertaking will be binding on the County and the officers, employees and agents of the County, and the officers, employees and agents of the County are hereby authorized, empowered and directed to do all such acts and things and to execute all such documents as may be necessary to carry out and comply with the provisions of such Continuing Disclosure Undertaking as executed. Notwithstanding any other provision of this Ordinance, the sole remedy for failure to comply with such Continuing Disclosure Undertaking shall be the ability of the

beneficial owner of any Bond to seek mandamus or specific performance by court order to cause the County to comply with its obligations under such Continuing Disclosure Undertaking.

Section 15. Provisions a Contract. The provisions of this Ordinance shall constitute a contract between the County and the owners of the outstanding Bonds.

Section 16. Severability. If any section, paragraph or provision of this Ordinance shall be held to be invalid or unenforceable for any reason, the invalidity or unenforceability of such section, paragraph or provision shall not affect any of the remaining provisions of this Ordinance.

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Section 17. Repeal. All ordinances or parts thereof in conflict herewith be and the same are hereby repealed and this Ordinance shall be in full force and effect forthwith upon its adoption.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 LMPBond

EXHIBIT A

FORM OF TOLL BRIDGE TRUST INDENTURE

TOLL BRIDGE TRUST INDENTURE

BETWEEN

THE COUNTY OF KANE, ILLINOIS

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
CHICAGO, ILLINOIS
as Trustee

Dated as of _____, 2018

SECURING THE COUNTY OF KANE, ILLINOIS
TOLL BRIDGE REVENUE BONDS (SALES TAX SUPPORTED), SERIES 2018,
AND ADDITIONAL BONDS AND REFUNDING BONDS ISSUED
UNDER THIS INDENTURE

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THIS TRUST INDENTURE, dated as of _____, 2018 (the “*Indenture*”), by and between The County of Kane, Illinois (the “*County*” or “*Kane County*”), a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois (the “*State*”) and now operating under the provisions of the Counties Code of the State of Illinois, as amended (the “*Counties Code*”), and Zions Bancorporation, National Association, a national banking association, duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in Chicago, Illinois, as Trustee (the “*Trustee*”):

WITNESSETH:

A. The County is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State, and is now operating under the provisions of the Counties Code.

B. Pursuant to Division 3 of the Illinois Highway Code, as amended (the “*Highway Code*”), the County is authorized to (1) construct, repair, maintain and operate a bridge over and across any navigable or non-navigable stream within the County and its approaches, (2) borrow money and issue and sell bonds to pay of constructing any such bridge, which bonds shall be payable from the revenues to be derived from the operation of such bridge, (3) establish rates of toll or charges for the use of such bridge which shall be sufficient at all times to pay the cost of maintenance and operation of such bridge and its approaches and the principal of and interest on all bonds and all other obligations incurred by the County under the provisions of said Division and (4) enter into an intergovernmental agreement with the Illinois State Toll Highway Authority (the “*Illinois Tollway*”) for the Illinois Tollway to provide electronic toll collection or toll violation enforcement services for such bridge.

C. Pursuant to and in accordance with the provisions of said Division, the County Board of the County (the “*Board*”) has determined that, in order to alleviate traffic congestion in northern Kane County, it is necessary and desirable to construct a toll bridge over the Fox River (the “*Toll Bridge*”).

D. As used herein, Toll Bridge includes necessary toll collection equipment and facilities.

E. The Toll Bridge is part of the Longmeadow Parkway River Bridge Corridor project, a proposed four-lane Fox River Bridge crossing and four-lane minor arterial roadway corridor approximately 5.6 miles in length and passing through unincorporated Kane County and portions of the Villages of Algonquin, Carpentersville and Barrington Hills.

F. Pursuant to and in accordance with the provisions of Division 3 of the Highway Code, the County expects to enter into an intergovernmental agreement with the Illinois Tollway for the Illinois Tollway to provide electronic toll collection and toll violation enforcement services for the Toll Bridge.

G. Pursuant to Ordinance Number _____, adopted on the 9th day of October, 2018 (the “*Bond Ordinance*”), the Board has authorized the issuance by the County of its \$_____ Series 2018 Bonds (as hereinafter defined), for the purpose of paying the cost of the Toll Bridge and has appointed Zions Bancorporation, National Association, to serve as Trustee hereunder.

H. All things necessary to make the Series 2018 Bonds, when authenticated by the Trustee and issued as in this Indenture provided, the valid, binding, and legal obligations of the County according to the import thereof and to constitute this Indenture a valid pledge of and grant of a lien on the Toll Bridge Revenues (as hereinafter defined) for the purpose of providing for the operation and maintenance of the Toll Bridge and to secure the payment of the principal of and interest on the Bonds (as hereinafter defined) have been done and performed in due form and time as required by law.

I. The execution and delivery of this Indenture and the execution and issuance of the Series 2018 Bonds subject to the terms hereof have in all respects been duly authorized.

GRANTING CLAUSES

NOW THEREFORE THIS TRUST INDENTURE WITNESSETH:

In order to provide for the operation and maintenance of the Toll Bridge; to secure the payment of the principal of and interest on all Bonds issued and to be issued hereunder according to the import thereof; to secure further the payment of the principal of and interest on all Junior Lien Obligations (as defined herein) to the extent provided herein; and to secure the performance and observance of each and every covenant and condition herein and in the Bonds contained; and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, of the purchase and acceptance of the Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged; and for the purpose of fixing and declaring the terms and conditions upon which the Bonds shall be issued, authenticated, delivered, secured, and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Indenture: (a) the Toll Bridge Revenues; (b) all moneys and securities and earnings thereon in all Funds and Accounts established pursuant to this Indenture; and (c) any and all other moneys, securities, and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Indenture.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Indenture including any Bonds hereafter issued without preference, priority, or distinction as to participation in the lien, benefit, and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof or for any other reason whatsoever (except as expressly provided in this Indenture), so that each and all of

such Bonds shall have the same right, lien, and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued, and negotiated upon the delivery hereof (all except as expressly provided in this Indenture, as aforesaid).

AND IN TRUST FURTHER for the benefit and security of any Junior Lien Obligations to the extent provided herein and in any Supplemental Indenture executed and delivered from time to time authorizing the issuance of Junior Lien Obligations.

PROVIDED HOWEVER that these presents are upon the condition that if the County or its successors shall well and truly pay or cause to be paid or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Bonds that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Account*” means an account of the Toll Bridge Fund.

“*Accountant*” means an independent certified public accountant or a firm of independent certified public accountants of recognized national standing (who may be the accountants who regularly audit the books and accounts of the County) who are selected and paid by the County and who shall not have been engaged by any person or entity other than the County to render accounting services with respect to the books and records of the County for the period or any portion thereof to be covered by the accounting services to be rendered on behalf of the County.

“*Accreted Amount*” means with respect to any Capital Appreciation Bonds the amount set forth in the Supplemental Indenture authorizing such Bonds as the amount representing the initial public offering price thereof plus the amount of interest that has accreted on such Bonds, compounded periodically, to the date of calculation, determined by reference to accretion tables contained in each such Bond or contained or referred to in any Supplemental Indenture authorizing the issuance of such Bonds; *provided, however,* that the Accreted Amounts for such Bonds as of any date not stated in such

tables shall be calculated by adding to the Accreted Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Accreted Amount for such preceding date and the Accreted Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months.

“*Additional Bonds*” means Bonds authenticated and delivered on original issuance pursuant to Section 2.04 hereof.

“*Adjusted Net Toll Bridge Revenues*” shall have the meaning assigned to such term in Section 2.04 hereof.

“*Agency Obligations*” means (i) short term discount obligations of the Federal National Mortgage Association, (ii) senior debt obligations rated in the highest long-term rating category by at least two nationally recognized rating agencies issued by the Federal Home Loan Mortgage Corporation, and (iii) senior debt obligations of the Federal Home Loan Bank System.

“*Annual Budget*” means the annual budget prepared by the County for the Toll Bridge, as amended or supplemented, adopted and in effect for a particular Fiscal Year pursuant to Section 7.09 hereof.

“*Annual Debt Service Requirement*” means, with respect to any Fiscal Year, the amount required to pay the sum of the principal and Sinking Fund Installments of and interest on Outstanding Bonds payable during such Fiscal Year; *provided, however*, that for purposes of this definition:

(i) the principal and interest portions of the Accreted Amount of a Capital Appreciation Bond becoming due at maturity or by virtue of a Sinking Fund Installment shall be divided into twelve (12) equal monthly installments payable on the first day of each calendar month ending on such Principal Payment Date; and

(ii) Interest payable during a Fiscal Year from proceeds of Bonds as provided herein or in the Supplemental Indenture authorizing the issuance of such Bonds shall be excluded from such calculation.

“*Architect-Engineer*” means any firm or government agency of architects and engineers or construction management specialists of recognized standing, experienced in the fields of toll bridge facilities or building design, planning and construction or construction management, which is designated as an Architect-Engineer by the Board with respect to a Project, the members of which firm or agency are entitled to practice and are practicing as such under the laws of the State.

“*Authorized Denominations*” means \$5,000 or any integral multiple thereof, or, in the case of Additional Bonds or Refunding Bonds, such other denominations as may be specified in the Supplemental Indenture authorizing the issuance thereof.

“*Authorized Officer*” means each of the Chairman of the Board, the County Clerk of the County, the Treasurer, the Executive Director of Finance of the County and any other officer or employee of the County authorized to perform specific acts or duties hereunder by ordinance duly adopted by the Board.

“*Board*” means the County Board of the County as from time to time constituted.

“*Bonds*” means any bonds, including the Series 2018 Bonds, Additional Bonds and Refunding Bonds, authenticated and delivered under and pursuant to this Indenture, other than Junior Lien Obligations.

“*Bond Insurance Policy*” means any municipal bond new issue insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series.

“*Bond Insurer*” means an issuer of a Bond Insurance Policy.

“*Bond Ordinance*” means Ordinance Number _____, adopted by the Board on the 9th day of October, 2018, authorizing the issuance of the Series 2018 Bonds.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Bond Register*” means the register for the Bonds kept by the Trustee.

“*Business Day*” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the City of Chicago or in the city where the principal corporate trust office of any Fiduciary is located is authorized by law or executive order to close (and, if applicable, such Fiduciary is in fact closed).

“*Capital Appreciation and Income Bond*” means any Bond as to which accruing interest is not paid prior to the Interest Commencement Date specified therefor and is compounded periodically on certain designated dates prior to the Interest Commencement Date specified therefor, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation and Income Bond.

“*Capital Appreciation Bond*” means any Bond the interest on which (1) shall be compounded periodically on certain designated dates, (2) shall be payable only at maturity or redemption prior to maturity and (3) shall be determined by subtracting from the Accreted Amount the initial public offering price thereof, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation Bond;

and, *provided, further*, that the term “*Capital Appreciation Bond*” as used throughout this Indenture also includes any Capital Appreciation and Income Bond prior to the Interest Commencement Date specified therefor.

“*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the County.

“*County*” means The County of Kane, Illinois.

“*Credit Bank*” means, as to any particular Series of Bonds, the person (other than a Bond Insurer) providing a Credit Facility, as may be provided in the Supplemental Indenture authorizing such Series.

“*Credit Facility*” means, as to any particular Series of Bonds, an agreement to provide for the payment or purchase of such Bonds, such as a letter of credit, a line of credit, a guaranty, a standby bond purchase agreement, or other credit or liquidity facility, other than a Bond Insurance Policy, as may be provided in the Supplemental Indenture authorizing such Series.

“*Current Funds*” means United States federal funds which are immediately available in the hands of the payee at the place of payment.

“*Current Interest Bond*” means the Series 2018 Bonds designated as such in Section 2.03A hereof and any Bond the interest on which is payable on the Interest Payment Dates provided therefor in the Supplemental Indenture authorizing such Bond; and, *provided, further*, that the term “*Current Interest Bond*” as used throughout this Indenture also includes any Capital Appreciation and Income Bond from and after the Interest Commencement Date specified therefor.

“*DTC*” means The Depository Trust Company, New York, New York, as securities depository for the Series 2018 Bonds, and its successors or assigns.

“*DTC Participant*” shall mean any securities broker or dealer, bank, trust company, clearing corporation or other organization holding Bonds on account with DTC.

“*Debt Reform Act*” means the Local Government Debt Reform Act of the State of Illinois, as amended.

“*Debt Reserve Credit Facility*” shall have the meaning assigned to such term in Section 5.08D hereof.

“Debt Service Reserve Account” means the Debt Service Reserve Account established in Section 5.02 hereof.

“Debt Service Reserve Account Requirement” means, with respect to the Series 2018 Bonds, \$0, and with respect to any Additional Bonds, the amount of money, if any, required to be deposited in the Debt Service Reserve Account as provided in the Supplemental Indenture authorizing the issuance of such Bonds.

“Debt Service Reserve Deposit Requirement” means (i) for each required withdrawal from the Debt Service Reserve Account pursuant to Section 5.08B hereof, the amount required to cause the amount on deposit in the Debt Service Reserve Account to equal the Debt Service Reserve Account Requirement assuming twelve (12) equal monthly deposits and (ii) for any required deposits to the Debt Service Reserve Account in connection with the issuance of Additional Bonds, the amounts required to be deposited therein by the Supplemental Indenture authorizing the issuance of such Bonds.

“Defeasance Government Obligations” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“Defeasance Obligations” means (1) Defeasance Government Obligations and (2) obligations of any state or territory of the United States or any political subdivision thereof which obligations are rated at the time of purchase in the highest rating category by each of the Rating Agencies and which obligations meet the following requirements: (a) the obligations are not subject to redemption or the escrow agent or trustee therefor has been given irrevocable instructions by the issuer thereof to call such obligations for redemption; (b) the obligations are secured by cash or Defeasance Government Obligations that may be applied only to interest, principal, and premium payments of such obligations; (c) the principal of and interest on the Defeasance Government Obligations (plus any cash in the escrow or trust fund) are sufficient to meet the liabilities of the obligations; (d) the Defeasance Government Obligations serving as security for such obligations are held by an escrow agent or trustee; and (e) the Defeasance Government Obligations are not available to satisfy any other claims, including those against such escrow agent or trustee.

“Depository” means any lawful Depository of County funds, and may include the Trustee.

“Escrow Agent” means with respect to any Bonds refunded or otherwise defeased after the date of execution and delivery of this Indenture, any trust company, bank or national banking association having at the time of establishment of the deposit with such Escrow Agent capital, surplus, and undivided profits of not less than \$50,000,000 and duly appointed for such purpose.

“Event of Default” means any event so designated and specified in Section 8.01.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, any Registrar, any Paying Agent and any Depository, or any or all of them, as may be appropriate.

“*Fiscal Year*” means the County’s fiscal year, currently the period beginning December 1 of any calendar year through November 30 of the next succeeding calendar year.

“*Forward Supply Contract*” means any contract entered into between the County and a supplier of Investment Securities selected by or pursuant to the direction of the County (“*Counterparty*”) pursuant to which the Counterparty agrees to sell to the County (or to the Trustee on behalf of the County) and the County (or the Trustee on behalf of the County) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract; *provided, however*, that any amounts due and owing from the County to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be payable as provided in such Forward Supply Contract subject to annual appropriation and shall not constitute indebtedness of the County.

“*Government Obligations*” means (1) noncallable, nonredeemable direct obligations of the United States of America, (2) obligations the timely payment of the principal of, and interest on, which is fully and unconditionally guaranteed by the United States of America and (3) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (1) or (2).

“*Illinois Tollway*” means the Illinois State Toll Highway Authority, an instrumentality and administrative agency of the State.

“*Indenture*” means this Toll Bridge Trust Indenture, dated as of _____, 2018, by and between the County and the Trustee, as from time to time amended and supplemented.

“*Interest Account*” means the Interest Account established in Section 5.02 hereof.

“*Interest Commencement Date*” means, with respect to any Capital Appreciation and Income Bond, the date specified in the Supplemental Indenture authorizing the issuance of such Bond (which date must be prior to the maturity date for such Capital Appreciation and Income Bond) after which interest accruing on such Capital Appreciation and Income Bond shall be payable periodically, with the first such payment date being the applicable Interest Payment Date immediately succeeding such Interest Commencement Date.

“*Interest Payment Date*” means June 15 and December 15 of each year.

“Interest Requirement” means, as of any date, 100% of the interest accrued on all Outstanding Bonds as of the first day of the next succeeding calendar month, calculated based on a 360-day year consisting of twelve (12) 30-day months.

“Investment Securities” means any of the following securities, if and to the extent authorized by law as permitted investments of County funds at the time of purchase thereof:

1. Government Obligations;
2. Obligations of any federal agency that represent full faith and credit obligations of the United States of America;
3. Obligations of any of the following federal agencies which are not currently fully guaranteed by the full faith and credit of the United States of America:
 - a. Senior debt obligations which at the time of purchase are rated in the highest long-term rating category by each of the Rating Agencies issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC); and
 - b. Obligations of the Resolution Funding Corporation and senior debt obligations of the Federal Home Loan Bank System; and
 - c. Senior debt obligations of other government sponsored agencies approved by any Bond Insurer which has expressly reserved the right of approval in the conditions or terms of its Bond Insurance Policy;
4. U.S. dollar denominated deposit accounts, federal funds, and banker’s acceptances with domestic commercial banks which either (a) have a rating on their short-term certificates of deposit on the date of purchase in the highest short-term rating category of each of the Rating Agencies, (b) are insured at all times by the Federal Deposit Insurance Corporation (or its successor), or (c) are collateralized with Government Obligations at 105% valued daily, which certificates must mature no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);
5. Commercial paper which is rated at the time of purchase in the highest short-term rating category of each of the Rating Agencies and which matures not more than 270 days after the date of purchase;
6. Investments in money market funds rated in the highest short-term rating category of at least two nationally recognized rating agencies;

7. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as amended from time to time, subject to the provisions of said Act and the regulations issued thereunder, which government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the County, shall be purchased through banks or trust companies authorized to do business in the State;

8. Pre-refunded Municipal Obligations;

9. General obligations of states with a short-term rating in one of the two highest rating categories and a long-term rating in one of the two highest rating categories of at least two nationally recognized rating agencies and, in the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually:

10. Investment agreements and Forward Supply Contracts, subject to being approved in writing by any Bond Insurer which has expressly reserved the right of approval in the conditions of terms of its Bond Insurance Policy; and

11. Any other form of investment (including repurchase agreements not described in clause 7, above), subject to being approved in writing by any Bond Insurer which has expressly reserved the right of approval in the conditions of terms of its Bond Insurance Policy.

“Junior Lien Debt Service Reserve Account” means the Junior Lien Debt Service Reserve Account established in Section 5.02 hereof.

“Junior Lien Interest Account” means the Junior Lien Interest Account established in Section 5.02 hereof.

“Junior Lien Obligations” means any bonds or other obligations permitted to be issued pursuant to Section 2.06 hereof.

“Junior Lien Principal Account” means the Junior Lien Principal Account established in Section 5.02 hereof.

“Letter of Representations” means the Blanket Issuer Letter of Representations between the County and DTC, as the same may from time to time be supplemented and amended.

“Maximum Annual Debt Service Requirement” means, as of any date of calculation, the greatest Annual Debt Service Requirement occurring in the then current and all succeeding Fiscal Years.

“*Net Toll Bridge Revenues*” means, for any Fiscal Year or other period of time, the amount of the excess of the Toll Bridge Revenues over the sum of the Operating Expenses.

“*Operating Expenses*” means the County’s reasonable expenses in the normal course of business for (1) operation, maintenance, and routine minor repairs of the Toll Bridge or any part thereof and replacement and acquisition of equipment; *provided, however,* that no such equipment replacement or acquisition shall be a required expenditure as an Operating Expense and may be paid properly from the Surplus Account; and (2) all costs of the County of administering the provisions of this Indenture, including, without limiting the generality of the foregoing, expenses incurred and payments made by the County under any agreement with a Toll Bridge Operator; all policing, administrative, and engineering expenses, salaries, legal and financial advisor expenses, fees and expenses of the Fiduciaries, insurance premiums, costs of collections of the Toll Bridge Revenues, costs of all stationery supplies and equipment, books, bookkeeping and auditing costs, fees and expenses of any Accountant, costs of all publications, legal and engineering expenses, any other expenses required to be paid by the County; all to the extent properly attributable to the operation of the Toll Bridge pursuant to the provisions of this Indenture or any ordinance of the County in connection therewith, but not including any costs or expenses of the Project, allowance for depreciation, payments on any Bonds, Junior Lien Obligations, Subordinated Indebtedness or payments on money borrowed for purposes other than Operating Expenses or any reserves therefor; *provided further, however,* that the term “Operating Expenses” excludes all fees and charges of the Illinois Tollway (or successor Toll Bridge Operator) for toll collection, enforcement and administration services rendered for the County and related to the Toll Bridge.

“*Operation and Maintenance Account*” means the Operation and Maintenance Account established in Section 5.02 hereof.

“*Outstanding*” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

1. any Bonds cancelled by the Trustee at or prior to such date;
2. Bonds (or portions of Bonds) for the payment or redemption of which moneys or Defeasance Obligations, or both, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Indenture or with an Escrow Agent and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), *provided,* that, if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;

3. Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 4.06 or Section 11.06 hereof.

4. Bonds deemed to have been paid as provided in Section 12.02 hereof; and

“*Owner*” means any person who shall be the registered owner of any Bond or Bonds.

“*Paying Agent*” means any bank, national banking association or trust company designated by an Authorized Officer as paying agent for the Bonds of any Series and any successor or successors appointed by an Authorized Officer under this Indenture.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“*Pre-refunded Municipal Obligations*” means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality, or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

1. which are rated, based on an irrevocable escrow account or fund (the “*escrow*”), in the highest long-term rating category of each of the Rating Agencies; or

2. which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and which escrow is sufficient, as verified by a nationally recognized independent certified public accountant or firm of such accountants, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

“*Principal*” or “*principal*” means (1) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed accrued but not yet payable interest) except as used in this Indenture in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an event of default, in

which case “principal” means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Owners of the requisite principal amount of Bonds then Outstanding have given any request, demand, authorization, direction, notice, consent or waiver or with respect to the Redemption Price of any Capital Appreciation Bond, “principal amount” means the Accreted Amount and (2) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of a Sinking Fund Installment, if applicable, or at maturity.

“*Principal Account*” means the account of that name established in Section 5.02 hereof.

“*Principal Payment Date*” means a December 15 upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of a Sinking Fund Installment; *provided, however*, that “*Principal Payment Date*” may mean, if so provided by a Supplemental Indenture, such other date or dates as may be provided thereby or permitted therein.

“*Principal Requirement*” means, as of any date, an amount equal to the sum of the principal and Sinking Fund Installments due on all Outstanding Bonds on the next succeeding Principal Payment Date assuming that such amount was payable in twelve (12) equal monthly installments on the first day of each calendar month ending on such Principal Payment Date.

“*Project*” means any construction, acquisition, improvement, betterment, enlargement or capital addition with respect to the Toll Bridge, including necessary toll collection equipment and facilities.

“*Project Fund*” means the “Toll Bridge Fund (2018)” of the County established by the Bond Ordinance.

“*Purchase Price*” means the purchase being paid for the Series 2018 Bonds, the same being \$_____.

“*Rating Agencies*” means each and every one of the nationally recognized rating agencies.

“*Record Date*” means, with respect to the Series 2018 Bonds, the first day (whether or not a Business Day) of the calendar month next preceding each Interest Payment Date and, with respect to any other Series of Bonds, such other day as may be determined in the applicable Supplemental Indenture.

“*Redemption Price*” means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon the redemption date.

“*Refunding Bonds*” means all Bonds hereinafter issued for refunding purposes pursuant to Section 2.05 hereof.

“*Registrar*” means any bank, national banking association or trust company appointed by an Authorized Officer under this Indenture and designated as registrar for the Bonds of any Series and its successor or successors.

“*Renewal, Replacement and Improvement Purposes*” means the costs of renewing, replacing, rehabilitating, reconstructing and improving any part of the Toll Bridge, including the costs of equipment and equipment repairs, but excluding items that would appropriately be classified as Operating Expenses.

“*Sales Tax Certificate*” means an instrument which evidences the right of the holder to be paid Current Funds on deposit in the Sales Tax Fund pursuant to and in accordance with Section 5.15 hereof.

“*Sales Tax Fund*” means the Sales Tax Fund established in Section 5.02 of the Sales Tax Trust Indenture.

“*Sales Tax Revenues*” means revenues derived from sales taxes imposed by the Regional Transportation Authority, and distributed to the County, pursuant to and in accordance with the Regional Transportation Authority Act, as amended.

“*Sales Tax Trust Indenture*” means the Sales Tax Trust Indenture, dated as of _____, 2018, by and between the County and the Sales Tax Trustee.

“*Sales Tax Trustee*” means Zions Bancorporation, National Association, Chicago, Illinois, as Trustee under the Sales Tax Trust Indenture.

“*Serial Bonds*” means the Bonds of a Series which shall be stated to mature in annual installments.

“*Series*” means all of the Bonds designated as a series and authenticated and delivered on original issuance in a simultaneous transaction and any Bonds thereafter authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 4.06 or Section 11.06 hereof.

“*Series 2018 Bonds*” means the Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of the County authorized by the Bond Ordinance and Section 2.03 hereof.

“*Sinking Fund Installment*” means (a) with respect to the Series 2018 Bonds, each principal amount of Series 2018 Bonds scheduled to be redeemed pursuant to Section 4.08 hereof, and (b) with respect to any other Series of Bonds, each principal amount of Bonds scheduled to be redeemed through sinking fund redemption provisions

by the application of amounts on deposit in the Principal Account, as set forth in the Supplemental Indenture for such Bonds.

“*SLGS*” means United States Treasury Certificates of Indebtedness, Notes and Bonds State and Local Government Series.

“*State*” means the State of Illinois.

“*Subordinated Indebtedness*” means any evidence of indebtedness permitted to be issued by Section 5.13 hereof.

“*Supplemental Indenture*” means any Supplemental Indenture of the County authorized pursuant to Article X hereof.

“*Surplus Account*” means the Surplus Account established in Section 5.02 hereof.

“*Tax-Exempt*” means, with respect to the Series 2018 Bonds, the status of interest paid and received thereon as not includible in the gross income of the owners thereof under the Code and Regulations for federal income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

“*Term Bonds*” means the Bonds of a Series other than Serial Bonds which shall be stated to mature on one or more dates through the payment of Sinking Fund Installments.

“*Toll Bridge*” shall have the meaning assigned to such term in the preambles to this Indenture.

“*Toll Bridge Fund*” means the Toll Bridge Fund established in Section 5.02 hereof.

“*Toll Bridge Operator*” means any party with whom the County shall have lawfully contracted for the operation, maintenance, and management of all or any portion of the Toll Bridge.

“*Toll Bridge Revenues*” means, collectively, (1) all fees, charges, rents, and other income and receipts derived from the operation of the Toll Bridge; (2) the proceeds of any business interruption insurance relating to the Toll Bridge and of any other insurance which insures against loss of revenues; (3) investment income from any moneys or securities held in the Toll Bridge Fund; and (4) recurring federal and State grants in the nature of operating subsidies specifically earmarked for application to payment of Operating Expenses; *provided, however*, that the term “Toll Bridge Revenues” excludes (i) all fees and charges of the Illinois Tollway (or successor Toll Bridge Operator) for toll collection, enforcement and administration services rendered for the County and related to the Toll Bridge and (ii) federal and State grants and appropriations (except as provided

in clause (4) above), loan proceeds, gifts or donations of any kind and receipts not related to the County's performance of its obligations under this Indenture or to the operations of the Toll Bridge.

"*Treasurer*" means the County Treasurer of the County.

"*Trustee*" means Zions Bancorporation, National Association, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided.

"*Trust Estate*" is defined in the granting clauses of this Indenture.

Section 1.02. Miscellaneous Definitional Provisions. As used herein, and unless the context shall otherwise indicate, the terms defined in the singular may be used in the plural, and vice-versa. As used herein, the terms "here," "hereunder," "hereby," "hereto," "hereof" and any similar terms refer to this Indenture. Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs, and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs, and other subdivisions of this Indenture as originally executed.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS AND JUNIOR LIEN OBLIGATIONS

Section 2.01. Authorization and Issuance of Bonds and Junior Lien Obligations. The County shall not issue any Bonds while this Indenture is in effect except in accordance with the provisions of this Article II. All Bonds issued under this Indenture shall be designated "*Toll Bridge Revenue Bonds*" or "*Toll Bridge Refunding Revenue Bonds*" or like names and shall include such further appropriate designations as the County may determine. Bonds may be issued in one or more Series, and each Bond shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series. The County shall not issue any Junior Lien Obligations while this Indenture is in effect except in accordance with the provisions of this Article II.

Section 2.02. General Provisions for Issuance of Bonds. Bonds of each Series shall be executed by the County and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the County or upon its order but only upon the receipt by the Trustee, at or prior to such authentication, of:

A. A Counsel's Opinion regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Bonds;

B. A written order as to the delivery of such Bonds signed by an Authorized Officer or Authorized Officers, which order shall direct, among other things, the application of the proceeds of such Bonds;

C. In the case of the Series 2018 Bonds, a Bond Notification (as defined in the Bond Ordinance), a copy of this Indenture and the Sales Tax Indenture, and a copy of the Bond Ordinance, certified by the County Clerk of the County; and, in the case of each other Series of Bonds, a copy of the Supplemental Indenture and the ordinance authorizing such Bonds, so certified, which shall specify:

1. The authorized principal amount, designation, and Series of such Bonds;
2. The purposes for which such Series of Bonds is being issued;
3. The date and the maturity date or dates of the Bonds of such Series;
4. The interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, and the Interest Payment Dates and Record Dates therefor;
5. The Authorized Denominations and the manner of dating, numbering, and lettering of the Bonds of such Series;
6. The Registrar and the Paying Agent for the Bonds of such Series;
7. The Redemption Price or Redemption Prices, if applicable, and any redemption dates and terms for the Bonds of such Series not determined herein;
8. The amount and date of each Sinking Fund Installment, if applicable, for Bonds of like maturity of such Series, *provided* that the aggregate of such Sinking Fund Installments shall equal the aggregate principal amount of all such Bonds less the principal amount scheduled to be retired at maturity; and
9. The satisfaction of any additional bonds test under Section 2.04 or Section 2.05 hereof.

D. Except in the case of showings to be delivered in connection with the issuance of Refunding Bonds, a certificate of an Authorized Officer stating that the County is not in default in the performance of the covenants contained in Section 7.11A of this Indenture; and

E. Such further documents, moneys, and securities as are required by the provisions of this Indenture or any Supplemental Indenture.

After the original issuance of Bonds of a Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III, Section 4.06 or Section 11.06 hereof.

Exhibit A attached hereto and by reference made a part hereof with such variations, omissions, or insertions as are required or permitted by this Indenture.

E. The principal of or Redemption Price of the Series 2018 Bonds shall be payable at the designated offices of the Trustee, in Chicago, Illinois, as Paying Agent, and at such offices of any co-Paying Agent or successor Paying Agent or Paying Agents appointed pursuant to this Indenture for the Series 2018 Bonds. Interest on the Series 2018 Bonds shall be payable by check or bank draft mailed or delivered by the Trustee to the Owners as the same appear on the registration books of the County maintained by the Registrar as of the Record Date; or as may be otherwise agreed by the County and DTC pursuant to the Letter of Representations or successor agreement for so long as the Series 2018 Bonds are held by DTC solely in Book Entry Form as is provided herein.

F. The Purchase Price, upon receipt, shall be deposited as follows:

1. \$0.00, representing the accrued interest received from the sale of the Series 2018 Bonds, shall be deposited into the Interest Account and applied pursuant to Section 5.04B2 hereof;

2. \$_____ shall be deposited into the Interest Account and applied to the payment of [a portion of the] interest due on the Series 2018 Bonds to and including _____ 15, 20__, pursuant to Section 5.04B2 hereof;

3. \$_____ shall be deposited into the Project Fund and applied pursuant to the provisions of the Bond Ordinance; and

4. \$_____ shall be used by the [Purchaser (as defined in the Bond Ordinance)] [Trustee] to pay costs of issuance of the Series 2018 Bonds on behalf of the County.

G. The Series 2018 Bonds shall be initially issued in the form of a separate single fully registered Bond for each of the maturities of the Bonds. Upon initial issuance, the ownership of each such Bond shall be registered in the Bond Register in the name of DTC or a designee or nominee of DTC (such depository or nominee being the "Book Entry Owner"). Except as otherwise expressly provided, all of the outstanding Series 2018 Bonds from time to time shall be registered in the Bond Register in the name of the Book Entry Owner (and accordingly in Book Entry Form as such term is used in this Indenture). The Letter of Representations is hereby affirmed for use in connection with the Series 2018 Bonds. Without limiting the generality of the authority given with respect to entering into such Letter of Representations, it may contain provisions relating to (1) payment procedures, (2) transfers of the Bonds or of beneficial interests therein, (3) redemption notices and procedures unique DTC, (4) additional notices or communications, and (5) amendment from time to time to conform with changing customs and practices with respect to securities industry transfer and payment practices. With respect to Series 2018 Bonds registered in the Bond Register in the name of the

Book Entry Owner, none of the County, the Trustee, any Paying Agent or the Registrar shall have any responsibility or obligation to any DTC Participant or to any person on behalf of whom such a DTC Participant holds an interest in the Series 2018 Bonds. Without limiting the meaning of the immediately preceding sentence, the County, the Trustee, any Paying Agent and the Registrar shall have no responsibility or obligation with respect to (1) the accuracy of the records of DTC, the Book Entry Owner, or any DTC Participant with respect to any ownership interest in the Series 2018 Bonds, (2) the delivery to any DTC Participant or any other person, other than a registered owner of a Series 2018 Bond as shown in the Bond Register or as otherwise expressly provided in the Letter of Representations, of any notice with respect to the Series 2018 Bonds, including any notice of redemption, or (3) the payment to any DTC Participant or any other person, other than a registered owner of a Series 2018 Bond as shown in the Bond Register, of any amount with respect to principal of or interest on the Series 2018 Bonds. No person other than a registered owner of a Series 2018 Bond as shown in the Bond Register shall receive a Bond certificate with respect to any such Bond. In the event that (1) the County determines that DTC is incapable of discharging its responsibilities described herein and in the Letter of Representations, (2) the agreement among the County, the Trustee, any Paying Agent or the Registrar and DTC evidenced by the Letter of Representations shall be terminated for any reason, or (3) the County determines that it is in the best interests of the County or of the beneficial owners of the Series 2018 Bonds either that they be able to obtain certificated Bonds or that another depository is preferable, the County shall notify DTC and DTC shall notify DTC Participants of the availability of Bond certificates, and the Series 2018 Bonds shall no longer be restricted to being registered in the Bond Register in the name of the Book Entry Owner. Alternatively, at such time, the County may determine that the Series 2018 Bonds shall be registered in the name of and deposited with a successor depository operating a system accommodating Book Entry Form, as may be acceptable to the County, or such depository's agent or designee, but if the County does not select such alternate book entry system, then the Series 2018 Bonds shall be registered in whatever name or names registered owners of Series 2018 Bonds transferring or exchanging Series 2018 Bonds shall designate, in accordance with the provisions hereof. So long as the Series 2018 Bonds are registered in the name of Cede & Co., as nominee of DTC, the Trustee agrees to comply with the terms and provisions of the Letter of Representations.

Section 2.04. Additional Bonds for Projects. Additional Bonds for Project purposes may be issued as follows:

A. One or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying costs of the Project. The Additional Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of a certificate of an Authorized Officer:

1. Setting forth the amount of the Net Toll Bridge Revenues or the Adjusted Net Toll Bridge Revenues (determined as provided below) for the most recent Fiscal Year for which an audit shall be available which Fiscal Year,

however, shall have ended not earlier than 18 months preceding the date of issuance of such Additional Bonds;

2. Setting forth for the current Fiscal Year and each Fiscal Year thereafter, the Annual Debt Service Requirements on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued hereunder;

3. Establishing that the amount shown in subparagraph 1 above shall be not less than 100 percent of the Maximum Annual Debt Service Requirement on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued, but only for those years during which all Bonds then Outstanding shall continue to be Outstanding, *provided, however*, that such Additional Bonds may be issued without satisfying the debt service coverage requirement set forth in this subparagraph 3 if (i) the additional cost of the Project being financed does not exceed 10 percent of the cost of the Project financed by the Series 2018 Bonds, (ii) the additional cost of the Project cannot be paid with moneys otherwise available and (iii) the issuance of such Additional Bonds is necessary to provide funds to complete the Project; and

4. Stating that all required deposits to all Funds and Accounts hereunder are current.

For purposes of paragraph A1 above, the term “*Adjusted Net Toll Bridge Revenues*” shall mean the Net Toll Bridge Revenues adjusted as follows:

5. In the event there shall have been an increase in the schedule of rates, fees, and charges for the use of the Toll Bridge from the rates in effect during the Fiscal Year used pursuant to paragraph A1 above, which increase shall have been approved and shall be in effect at the time of the issuance of such Additional Bonds, the Net Toll Bridge Revenues for such Fiscal Year may be adjusted to reflect the Net Toll Bridge Revenues for such period as they would have been realized had said increased schedule of rates, rentals, fees, and charges been in effect during all of said Fiscal Year or in the event that additional facilities shall have been added to the Toll Bridge since the Fiscal Year used pursuant to paragraph A1 above, the Net Toll Bridge Revenues may be adjusted by adding thereto the Net Toll Bridge Revenues attributable to such additional facilities calculated as though such additional facilities had been a part of the Toll Bridge for such Fiscal Year; and *provided, however*, that any such adjustment shall be evidenced by a certificate of an Authorized Officer, which certificate shall be filed with the Trustee as described in the first paragraph of this Section.

B. The sale proceeds, including accrued interest, of Additional Bonds of each Series shall be applied upon their delivery as follows:

1. There shall be deposited in any Fund or Account under this Indenture the amount, if any, required by the Supplemental Indenture providing for the issuance of such Bonds; and

2. The remaining balance shall be deposited in the separate account or accounts established in the Project Fund or as otherwise specified in such Supplemental Indenture.

C. Such Additional Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Serial Bonds or Term Bonds, or any combination thereof, all as provided in the Supplemental Indenture providing for their issuance.

Section 2.05. Refunding Bonds. Refunding Bonds are authorized to be issued as follows:

A. One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund any or all Outstanding Bonds of one or more Series, to refund any Junior Lien Obligations, to pay costs and expenses incident to the issuance of such Refunding Bonds and to make deposits in any Fund or Account under this Indenture as determined by the County in the Supplemental Indenture authorizing such Bonds.

B. Refunding Bonds of a Series to refund Outstanding Bonds shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of:

1. Such instructions to the Trustee as necessary to comply with all requirements set forth in Sections 12.01 or 12.02 hereof so that the Bonds to be refunded will be paid or deemed to be paid pursuant to said Sections.

2. Either (a) moneys in an amount sufficient to effect payment of the principal and Redemption Price, if applicable, and interest due and to become due on the Bonds to be refunded on and prior to the redemption date or maturity date thereof, as the case may be, which moneys shall be held by the Trustee, an Escrow Agent or any of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (b) Government Obligations in such principal amounts, of such maturities, and bearing interest at such rates as shall be necessary, together with the moneys, if any, deposited with the Trustee or Escrow Agent at the same time, to comply with the provisions of Section 12.02 hereof.

3. A certificate of an Authorized Officer evidencing either that (a) during the term of year that Bonds Outstanding prior to the refunding shall

remain Outstanding thereafter, the Annual Debt Service Requirements for any Fiscal Year on account of all Bonds Outstanding, after the issuance of such Refunding Bonds and the redemption or provision for payment of the Bonds to be refunded, shall not exceed the Annual Debt Service Requirements for the corresponding Fiscal Years on account of all the Bonds Outstanding, including the Bonds to be refunded, immediately prior to the issuance of such Refunding Bonds or (b) in the case of a refunding of Outstanding Bonds that does not meet the requirements of the preceding clause (a), satisfaction of the test set forth in Section 2.04A hereof in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be issued under the provisions of this Section, giving effect to the redemption or provision for payment of the Bonds being refunded.

C. Refunding Bonds of a Series issued to refund Junior Lien Obligations or Subordinated Indebtedness shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of:

1. A certificate of an Authorized Officer evidencing satisfaction of the test set forth in Section 2.04A in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be used under the provisions of this Section.

2. A certificate of the trustee then duly appointed or acting under the Supplemental Indenture, indenture, ordinance, or other appropriate instrument securing and authorizing such Junior Lien Obligations or Subordinated Indebtedness or, if there shall be no such trustee, the certificate of an Authorized Officer that (a) provision has been duly made for the redemption or payment at maturity of such Junior Lien Obligations or Subordinated Indebtedness in accordance with the terms thereof, (b) the pledge of Net Toll Bridge Revenues securing such Junior Lien Obligations or Subordinated Indebtedness and all other rights granted by such indenture, ordinance, or instrument shall have been discharged and satisfied, and (c) such trustee or the paying agents for such Junior Lien Obligations or Subordinated Indebtedness hold in trust the moneys or securities, together with investment income thereon, required to effect such redemption or payment.

3. A Counsel's Opinion to the effect that all actions required under the indenture, ordinance, or other appropriate instrument securing and authorizing such Junior Lien Obligations or Subordinated Indebtedness to provide for the redemption or payment of such Junior Lien Obligations or Subordinated Indebtedness have been taken.

D. The sale proceeds, including accrued interest, of the Refunding Bonds of each Series shall be applied upon their delivery as follows:

1. There shall be deposited in any other Fund or Account under this Indenture the amount, if any, required by the Supplemental Indenture authorizing such Series, including, but not limited to, an amount to be applied to the payment of costs and expenses incident to the issuance of such Refunding Bonds.

2. The amount of such proceeds needed for the refunding of the Bonds, Junior Lien Obligations or Subordinated Indebtedness to be refunded and for the payment of expenses incidental to such refunding shall be used for such purposes.

3. Any balance of such proceeds shall be deposited in the Toll Bridge Fund for application pursuant to Section 5.04 hereof.

E. Such Refunding Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Current Interest Bonds, Serial Bonds or Term Bonds, or any combination thereof, all as provided in the Supplemental Indenture providing for the issuance thereof.

Section 2.06. Junior Lien Obligations. The County may authorize and issue Junior Lien Obligations from time to time pursuant to Supplemental Indentures for any of the purposes for which Additional Bonds or Refunding Bonds may be issued hereunder. The Junior Lien Obligations shall be payable out of the Net Toll Bridge Revenues and may be secured by a pledge and assignment of such amounts in the Junior Lien Interest Account, the Junior Lien Principal Account and the Junior Lien Debt Service Reserve Account as may from time to time be available for the purpose of payment thereof as provided in Sections 5.09 through 5.11 hereof, respectively; *provided, however*, that any such pledge and assignment shall be, and shall be expressed to be, subordinate to the pledge of the Trust Estate as security for the Bonds to the extent provided herein. The Junior Lien Obligations shall have such terms and provisions as shall be set forth in the Supplemental Indenture providing for the issuance thereof; *provided, however*, that no holder of a Junior Lien Obligation shall have the right to cause the acceleration of such Junior Lien Obligation in the event of a default thereunder.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.01. Obligation of Bonds; Medium of Payment, Form and Date, Including Dating of the Series 2018 Bonds; Letters and Numbers. The Bonds shall be payable, with respect to interest, principal, and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any Bonds of a Series shall be issued only in the form of fully registered Bonds without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Bonds which are

transferable through a book-entry system. Each Bond shall be lettered and numbered as provided in this Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond. Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the Bonds of such Series.

Section 3.02. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or County or brokerage board, or otherwise, as may be determined by the County or the Trustee prior to the authentication and delivery thereof.

Section 3.03. Execution and Authentication. The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk of the County, with its corporate seal (or a facsimile thereof) impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the County by such persons who at the time of the execution of such Bond shall hold the proper office in the County, although at the date of such Bond such persons may not have been so authorized or have held such office. The Bonds shall bear a certificate of authentication, in the form set forth in this Indenture or the Supplemental Indenture authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.04. Interchangeability of Bonds. Subject to the provisions of Section 3.06 hereof, any Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 3.06, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series and maturity and tenor of any other Authorized Denominations.

Section 3.05. Negotiability, Transfer and Registration. Each Bond shall be transferable only upon the registration books of the County, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, Series and maturity as the surrendered Bond. The County and

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

Section 3.06. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges shall forthwith be cancelled by the Trustee. For any exchange or transfer of Bonds, the County, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding Interest Payment Date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

Section 3.07. Bonds Mutilated, Destroyed, Stolen, or Lost. In case any Bonds shall become mutilated, the County shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity, and principal amount as the Bonds so mutilated, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond. A replacement Bond shall be issued for any Bond lost, destroyed, or defaced in accordance with the requirements of the Illinois Bond Replacement Act.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to this Indenture or a Supplemental Indenture shall be redeemable upon notice given as provided in this Article IV at such times, at such Redemption Prices, and upon such terms, in addition to the terms contained in this Article IV, as may be specified in this Indenture or in the Supplemental Indenture authorizing such Series.

Section 4.02. Redemption at the Election or Direction of the County. In the case of any redemption of Bonds at the election or direction of the County, the County shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given as soon as practicable after the action by the Board to provide for such redemption has been taken and at least 45 days prior to the specified redemption date or such shorter period as shall be acceptable to the Trustee. In the event notice of redemption shall have been given as in Section 4.05 provided, there shall be paid on or prior to the specified redemption date to the Trustee an amount in cash or Government Obligations

maturing on or before the specified redemption date which, together with other moneys, if any, available therefor held by the Trustee, will be sufficient to redeem all of the Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the redemption date; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Bonds so called for redemption.

Section 4.03. Redemption Otherwise Than at County's Election or Direction. Whenever by the terms of this Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption, and pay the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, in accordance with the terms of Articles IV and V to the extent applicable.

Section 4.04. Selection of Bonds to Be Redeemed. Unless otherwise provided by Supplemental Indenture, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portion of Bonds to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any Bond of a denomination of more than the minimum Authorized Denomination for the Bonds of such Series to be redeemed shall be in the principal amount of an Authorized Denomination for the Bonds of such Series and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If all Bonds of any Series are held in book-entry only form, the particular Bonds or portions thereof of such Series to be redeemed shall be selected by the securities depository for such Series of Bonds in such manner as such securities depository shall determine.

Section 4.05. Notice, Conditional Notice, and Other Provisions of Redemption. Notice of Redemption and Conditional Notice of Redemption shall be given as follows:

A. *Notice.* When the Trustee shall receive notice from the County of its election or direction to redeem Bonds pursuant to Section 4.02, and when redemption of Bonds is authorized or required pursuant to Section 4.03, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if fewer than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less

than 30 days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the County maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

B. *Conditional Notice.* With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the Redemption Price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the redemption date. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed. If the notice of redemption to be given in connection with an optional redemption of any Series 2018 Bonds is not made expressly conditional as provided in this paragraph, the Trustee will not give any such unconditional notice of redemption unless sufficient funds to pay the full Redemption Price of the Series 2018 Bonds to be redeemed are on deposit with the Trustee at the time such notice is given.

Section 4.06. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 4.05, and subject to the express provisions as to conditional notice of redemption, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date; and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the County shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to such date, shall be held by the Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

Section 4.07. Optional Redemption of Series 2018 Bonds. The Series 2018 Bonds maturing on and after December 15, 20__, are subject to redemption prior to maturity at the option of the County from any available funds, in whole or in part, and if in part in integral multiples of \$5,000 in any order of their maturity as determined by the County (less than all of the Series 2018 Bonds of a single maturity to be selected by the Trustee) on any date on or after

December 15, 20__, at the Redemption Price of par plus accrued interest thereon to the redemption date.

Section 4.08. Redemption Pursuant to Sinking Fund Installments. The Series 2018 Bonds maturing on December 15 of the years 20__, 20__ and 20__ are subject to mandatory redemption through the payment of Sinking Fund Installments prior to maturity at the Redemption Price of par plus accrued interest thereon to the redemption dates as follows:

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

ARTICLE V

REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF

Section 5.01. The Pledge Effected by This Indenture. The County pledges Toll Bridge Revenues and a lien thereon is hereby granted as follows:

A. Toll Bridge Revenues are pledged to Operating Expenses and further as described below. Notwithstanding such pledge of Toll Bridge Revenues, the County expects to pay a portion of the Operating Expenses with other lawfully available funds.

B. The County pledges for the payment of the principal and Redemption Price of and interest on the Bonds and Junior Lien Obligations in accordance with their terms and the provisions of this Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Indenture, (a) the Net Toll Bridge Revenues, (b) amounts on deposit in all Funds and Accounts except the Operation and Maintenance Account established by this Indenture, and (c) any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Indenture; *provided*, that the application of Net Toll Bridge Revenues to the payment of debt service on any Junior Lien Obligations is expressly limited to the extent provided in this Indenture.

C. The Toll Bridge Revenues and the other moneys, securities and property hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice hereof.

D. The Bonds do not represent or constitute a debt of the County or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the faith and credit of the County or the State or grant to the Owners thereof any right to have the County or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of or interest on the Bonds. The Bonds are payable solely and only from the Net Toll Bridge Revenues and sources pledged for their payment in accordance with this Indenture and do not constitute a claim against the property of the County. In order to enhance the sale of the Series 2018 Bonds and pursuant to Section 13 of the Debt Reform Act, Sales Tax Revenues are also pledged to the payment of principal of and interest on the Series 2018 Bonds, as described in the Sales Tax Indenture.

Section 5.02. Establishment of Toll Bridge Fund and Accounts. The “Kane County Toll Bridge Revenue Fund” and the following Accounts within the Toll Bridge Fund are hereby established:

- A. Operation and Maintenance Account;
- B. Interest Account;
- C. Principal Account;
- D. Debt Service Reserve Account;
- E. Junior Lien Interest Account;
- F. Junior Lien Principal Account;

- G. Junior Lien Debt Service Reserve Account; and
- H. Surplus Account.

The Accounts established within the Toll Bridge Fund pursuant to this Section 5.02 shall be held by the County or the Trustee as provided below in Section 5.04.

Section 5.03. Project Fund. The Project Fund shall be held as a separate, segregated fund by the County in any Depository. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of the Bond Ordinance and any Supplemental Indenture.

Section 5.04. Toll Bridge Fund. The County and the Trustee shall hold and maintain the Toll Bridge Fund and the Accounts of such fund as follows:

A. All Toll Bridge Revenues received by the County shall be deposited by the County on a daily basis, if practicable, but in no event more than five Business Days after receipt thereof by the County, into the Toll Bridge Fund, which shall be held by the County in one or more Depositories.

B. On or before the last Business Day of each month, the County shall withdraw available amounts from the Toll Bridge Fund and transfer or apply such amounts as follows and in the following order of priority:

1. To the credit of the Operation and Maintenance Account, to be held and maintained by the County, the amount necessary to cause the amount then on deposit to the credit of said Account to equal the amount estimated by an Authorized Officer to be sufficient for Operating Expenses then unpaid and payable during the next succeeding calendar month, net of other lawfully available funds of the County on hand and appropriated for such purpose;

2. To the credit of the Interest Account, to be held and maintained by the Trustee, an amount equal to (a) any interest then due and unpaid on Outstanding Bonds plus (b) the Interest Requirement, less (c) any amounts then on deposit to the credit of said Account;

3. To the credit of the Principal Account, to be held and maintained by the Trustee, an amount equal to (a) any Principal due and unpaid on Outstanding Bonds plus (b) the Principal Requirement, less (c) any amounts then on deposit to the credit of the Principal Account;

4. To the credit of the Debt Service Reserve Account, to be held and maintained by the Trustee, the Debt Service Reserve Deposit Requirement, if any;

5. To the credit of the Junior Lien Interest Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations;

6. To the credit of the Junior Lien Principal Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations;

7. To the credit of the Junior Lien Debt Service Reserve Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations; and

8. To the credit of the Surplus Account, to be held and maintained by the County, the balance of such amounts in the Toll Bridge Fund after depositing or allocating all amounts required to be deposited to the credit of the above Accounts.

Section 5.05. Operation and Maintenance Account. Moneys to the credit of the Operation and Maintenance Account shall be applied to Operating Expenses at the direction of an Authorized Officer.

Section 5.06. Interest Account. The Trustee shall pay to the respective Paying Agents in Current Funds out of the Interest Account on or before each Interest Payment Date for any of the Outstanding Bonds the amount required for the interest payable on such date and shall further pay such amounts from this Account as are permitted pursuant to Section 5.07. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof.

Section 5.07. Principal Account. The Trustee shall pay to the respective Paying Agents in Current Funds out of the Principal Account on or before each Principal Payment Date an amount equal to the principal amount of the Outstanding Bonds, if any, which mature on such date and, further, out of the Principal Account on or before each Principal Payment Date occasioned by redemption of Outstanding Bonds from Sinking Fund Installments the amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. The Trustee shall also pay out of the Principal Account such additional amounts, if available, permitted to be paid out to the County pursuant to paragraph D of this Section 5.07. Amounts in the Principal Account available for the payment of Sinking Fund Installments shall be applied to the purchase or redemption of Bonds as follows:

A. Amounts deposited to the credit of the Principal Account to be used in satisfaction of any Sinking Fund Installment may, and if so directed by the County shall, be applied by the Trustee, on or prior to the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, to the purchase of Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established. That portion of the purchase price attributable to accrued interest shall be paid from the Interest Account. All such purchases of Outstanding Bonds shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the

County shall determine. The principal amount of any Bonds so purchased shall be deemed to constitute part of the Principal Account until the Principal Payment Date on which such Sinking Fund Installment is due for the purpose of calculating the amount on deposit in such Account.

B. At any time up to the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the County may purchase with any available funds Outstanding Bonds of the Series and of the maturity for which such Sinking Fund Installment was established and surrender such Bonds to the Trustee at any time up to said date.

C. After giving effect to the Outstanding Bonds purchased by the Trustee and Outstanding Bonds surrendered by the County as described in paragraphs A and B above, which shall be credited against the Sinking Fund Installment at the applicable sinking fund Redemption Price thereof, and as soon as practicable after the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the unsatisfied portion of such Sinking Fund Installment. The Trustee shall pay out of the Principal Account (after transfers thereto from the Debt Service Reserve Account, if required) to the appropriate Paying Agents, on or before the day preceding such redemption date, the Redemption Price required for the redemption of the Outstanding Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.

D. After making the payments as provided in the preceding paragraph C of this Section, the Trustee shall pay out of the Interest Account and the Principal Account to the County on the next scheduled Principal Payment Date on which a Sinking Fund Installment is due the lesser of (1) the applicable sinking fund Redemption Price of and accrued interest on such Outstanding Bonds surrendered by the County for such date or (2) the amounts remaining to the credit of the Interest Account and the Principal Account in excess of the amounts required to be on deposit to the credit thereof.

E. If the principal amount of Outstanding Bonds retired pursuant to this subsection through application of amounts in satisfaction of any Sinking Fund Installment shall exceed such Sinking Fund Installment, or in the event of the purchase or redemption from moneys other than from the Principal Account of Outstanding Bonds of any Series and maturity for which Sinking Fund Installments have been established, such excess or the principal amount of Outstanding Bonds so purchased or redeemed, as the case may be, shall be credited toward future scheduled Sinking Fund Installments either (1) in the order of their due dates or (2) in such order as the County establishes in a certificate signed by an Authorized Officer and delivered to the Trustee not more than 45 days after the payment in excess of such Sinking Fund Installment.

On each Principal Payment Date, the Trustee shall determine the amount, if any, remaining in the Principal Account after all requirements for the payment of principal of the Bonds on such Principal Payment Date have been satisfied. Any such amount shall be transferred promptly from the Principal Account into the Toll Bridge Fund and applied pursuant to Section 5.04B hereof, *provided, however*, that no amounts derived from the investment of moneys in the Principal Account shall be so transferred but shall be retained therein.

Section 5.08. Debt Service Reserve Account. The Debt Service Reserve Account shall be administered as follows:

A. The Trustee shall deposit to the credit of the Debt Service Reserve Account such proceeds of the sale of Bonds, if any, as shall be prescribed in the Supplemental Indenture authorizing the issuance of such Bonds.

B. If on any Interest Payment Date or Principal Payment Date the aggregate amount to the credit of the Interest Account or the Principal Account shall be less than the amount required to pay such interest or Principal due on the Outstanding Bonds, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make good the deficiency, in the following order of priority: first, to the credit of the Interest Account and then to the credit of the Principal Account.

C. Whenever the amount to the credit of the Debt Service Reserve Account shall exceed the then-applicable Debt Service Reserve Account Requirement, the Trustee shall (1) transfer the amount of any such excess attributable to the investment of moneys on deposit in the Debt Service Reserve Account to the Interest Account and (2) at the written direction of an Authorized Officer, promptly transfer the amount of such excess derived from any source other than investment earnings to the Toll Bridge Fund to be applied pursuant to Section 5.04B hereof, *provided, however*, that upon the written direction of an Authorized Officer, the Trustee shall promptly transfer all or any portion of the amount of such excess, from whatever source derived, as specified in such direction to a refunding or defeasance escrow established pursuant to Article XII hereof.

D. The County may satisfy the Debt Service Reserve Account Requirement as set forth below:

1. In lieu of the required deposits into the Debt Service Reserve Account, the County may cause to be deposited into such Debt Service Reserve Account a surety bond, an insurance policy, a letter of credit or other credit facility (any such instrument referred to herein as a "*Debt Reserve Credit Facility*") which, in each case, shall be in an amount equal to the difference between the Debt Service Reserve Account Requirement and the sums then on deposit to the credit of such Debt Service Reserve Account, if any. Any Debt Service Credit Facility shall be payable to the Trustee for the equal and ratable benefit of all of the Owners of the Outstanding Bonds on any date on which moneys shall be required to be withdrawn from such Debt Service Reserve Account and applied to the payment of the Principal of or interest on any such

Bonds which withdrawal cannot be met by any cash on deposit to the credit of such Debt Service Reserve Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in either of the two highest rating categories by any of the Rating Agencies, or any insurer who holds either of the two highest policyholder ratings accorded insurers by any of the Rating Agencies. The letter of credit issuer shall be a bank or trust company and any other credit facility issuer shall be a company or other legal entity which is rated in either of the two highest rating categories by any of the Rating Agencies, and the letter of credit or other credit facility itself shall be rated in either of the two highest categories of each of such Rating Agencies. If a disbursement is made pursuant to any Debt Reserve Credit Facility pursuant to this subparagraph, the County shall be obligated either (a) to reinstate the maximum limits of such Debt Reserve Credit Facility in accordance with the terms thereof or (b) to deposit to the credit of the Debt Service Reserve Account, funds in the amount of the disbursement made under such Debt Reserve Credit Facility, or a combination of such alternatives, as shall provide that the amount to the credit of such Debt Service Reserve Account equals the Debt Service Reserve Account Requirement within a time period not longer than would have been required to restore such Debt Service Reserve Account by operation of Section 5.04B4 hereof.

2. In the event that any Debt Reserve Credit Facility deposited with the Trustee as provided in subparagraph 1 above is withdrawn by the issuer thereof or expires and is not renewed, the County shall fund the resulting deficiency with respect to the Debt Service Reserve Account Requirement (a) by depositing in the Debt Service Reserve Account a new Debt Reserve Credit Facility meeting the requirements of subparagraph 1 above or (b) by funding the Debt Service Reserve Account from Net Toll Bridge Revenues as provided in Section 5.04B4.

E. Whenever the amount to the credit of the Debt Service Reserve Account, together with the aggregate amount to the credit of the Interest Account and the Principal Account, are sufficient to pay all Outstanding Bonds in accordance with their terms, the funds on deposit to the credit of the Debt Service Reserve Account shall be transferred to the Interest Account and the Principal Account.

Section 5.09. Junior Lien Interest Account. Moneys to the credit of the Junior Lien Interest Account shall be applied to the payment of the interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof. At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Interest Account amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Net Toll Bridge Revenues.

Section 5.10. Junior Lien Principal Account. Moneys to the credit of the Junior Lien Principal Account shall be applied to the payment of the principal and sinking fund requirements of each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof. At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Principal Account amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Net Toll Bridge Revenues.

Section 5.11. Junior Lien Debt Service Reserve Account. The Junior Lien Debt Service Reserve Account shall be funded and moneys therein applied to the payment of the principal of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

Section 5.12. Surplus Account. The County shall transfer from amounts on deposit to the credit of the Surplus Account as follows and in the following order of priority: (a) for credit to the various Accounts, and in the order of the priority specified in Section 5.04B, the amounts necessary (or the entire available amount to the credit of the Surplus Account if less than the amount necessary) to make up any deficiencies in payments to said Accounts required by Section 5.04B; and (b) in the event of any transfer of moneys from the Debt Service Reserve Account pursuant to Section 5.08, to the credit of the Debt Service Reserve Account the amount of any resulting deficiency therein (including any amount necessary to reinstate any Debt Reserve Credit Facility to the maximum amount then available thereunder). Amounts on deposit to the credit of the Surplus Account after all transfers and payments so required above may, in the sole discretion of the County, be applied to any one or more of the following purposes without preference or priority:

A. To make payments to holders of Subordinated Indebtedness or to trustees or paying agents for such holders at the times specified in and in accordance with the terms of any ordinance, indenture, or instrument governing such Subordinated Indebtedness;

B. To provide for the purchase or redemption of any Bonds or Junior Lien Obligations and expenses of such purchase or redemption;

C. To make payments into any separate account or accounts established in the Project Fund for application to the purposes of such account;

D. To provide for additional Projects, including studies, surveys, estimates, and investigations relating thereto, or the provision of one or more reserves therefor;

E. To make up any deficiencies in any of the funds, accounts, or sub-accounts created under a Supplemental Indenture authorizing the issuance of Junior Lien Obligations;

F. To deposit in the Toll Bridge Fund for application in accordance with the provisions of Section 5.04B hereof;

G. To reimburse the County for any expenditure of non-Toll Bridge Revenues of the County for any lawful Toll Bridge purpose, including the payment of principal of or interest on any Bonds or Junior Lien Obligations;

H. For any Renewal, Replacement and Improvement Purposes; or

I. For any other lawful Toll Bridge purpose.

Section 5.13. Subordinated Indebtedness. Nothing in this Indenture shall prohibit or prevent or be deemed or construed to prohibit or prevent the County (to the extent now or hereafter permitted by law) from issuing bonds, notes, certificates, warrants or other evidences of indebtedness, payable as to principal and interest from the amounts on deposit to the credit of the Surplus Account for any one or more of the purposes for which Bonds may be issued under this Indenture. Such bonds, notes, certificates, warrants or other evidences of indebtedness and the payment thereof may be secured by a lien and pledge on amounts payable from the Surplus Account to the extent permitted under this Section 5.13 hereof.

Section 5.14. Excess Funds Held by the Trustee; Creation of Additional Accounts. In the event that for any reason the Trustee shall hold moneys in excess of that amount required to be held by the Trustee in all of the various accounts held by the Trustee, such moneys shall be held by the Trustee in an account designated the "Temporary Excess Toll Bridge Funds Account of the Trustee" and shall be deemed to be held as part of the unallocated balance of the Toll Bridge Fund. It shall be available for transfer to the County for transfer and deposit to the Toll Bridge Fund as provided in Section 6.03B. The Trustee shall, at the written request of the County, establish such additional Accounts within any of the Funds established under this Indenture as shall be specified in such written request for the purpose of enabling the County to identify or account for more precisely the sources, timing, and amounts of transfers or deposits into such Funds and Accounts, the amounts on deposit in or credited to such Funds and Accounts as of any date or dates of calculation, and the sources, timing, and amounts of transfers, disbursements or withdrawals from such Funds or Accounts; but the establishment of any such additional Accounts shall not alter or modify in any manner or to any extent any of the requirements of this Indenture with respect to the deposit or use of moneys in any Fund or Account established hereunder.

Section 5.15. Sales Tax Fund.

A. The Trustee shall notify the Sales Tax Trustee not earlier than the fifth Business Day, and not later than the third Business Day, next preceding any Interest Payment Date on the Series 2018 Bonds if the aggregate amount then on deposit in the Toll Bridge Fund and available to pay the interest on the Series 2018 Bonds is less than the amount required for payment of such interest due on such Interest Payment Date. When so notified, the Sales Tax Trustee shall pay to the Trustee in Current Funds out of the Interest Account established and maintained under the Sales Tax Indenture on the second Business Day next preceding such Interest Payment Date the

difference between (i) the amount then on deposit in Toll Bridge Fund and available to pay the interest on the Series 2018 Bonds and (ii) the amount required for payment of such interest due on such Interest Payment Date and, upon receipt, the Trustee shall deposit such funds to the Interest Account. Funds deposited into the Interest Account in accordance with this paragraph shall be used solely and only to pay interest on the Series 2018 Bonds. To evidence the right of the Trustee to be paid Sales Tax Revenues on deposit in the Sales Tax Fund in accordance with this paragraph, at delivery of the Series 2018 Bonds, the Sales Tax Certificate shall be delivered to, and registered in the name of, the Trustee.

B. The Trustee shall notify the Sales Tax Trustee not earlier than the fifth Business Day, and not later than the third Business Day, next preceding any Principal Payment Date on the Series 2018 Bonds if the aggregate amount then on deposit in the Toll Bridge Fund and available to pay Principal on the Series 2018 Bonds is less than the amount required for payment of such Principal due on such Principal Payment Date. When so notified, the Sales Tax Trustee shall pay to the Trustee in Current Funds out of the Principal Account established and maintained under the Sales Tax Indenture on the second Business Day next preceding such Principal Payment Date the difference between (i) the amount then on deposit in Toll Bridge Fund and available to pay Principal on the Series 2018 Bonds and (ii) the amount required for payment of such Principal due on such Principal Payment Date and, upon receipt, the Trustee shall deposit such funds to the Principal Account. Funds deposited into the Principal Account in accordance with this paragraph shall be used solely and only to pay Principal on the Series 2018 Bonds. To evidence the right of the Trustee to be paid Sales Tax Revenues on deposit in the Sales Tax Fund in accordance with this paragraph, at delivery of the Series 2018 Bonds, the Sales Tax Certificate shall be delivered to, and registered in the name of, the Trustee.

ARTICLE VI

DEPOSITORIES, SECURITY FOR DEPOSITS, AND INVESTMENTS OF FUNDS

Section 6.01. Depositories. All moneys held by the Trustee under the provisions of this Indenture shall be deposited with one or more Depositories (designated by the County) in the name of and in trust for the Trustee. All moneys administered by the County under this Indenture shall be deposited in one or more Depositories (designated by the County) in the name of the County. Moneys in the Operation and Maintenance Account may be deposited in bank accounts held by Depositories and invested in a commingled basis with other funds of the County. All moneys deposited under the provisions of this Indenture with the Trustee, the County or any Depository shall be held in trust and applied only in accordance with the provisions of this Indenture, and each of the Funds and Accounts established by this Indenture shall be a trust fund.

Section 6.02. Deposits. All moneys held by any Depository under this Indenture may be placed on demand or time deposit, as directed by the Treasurer, *provided* that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by the Treasurer, on time

deposit, *provided* that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size. All moneys on deposit to the credit of the Interest Account, the Principal Account and the Debt Service Reserve Account, not otherwise secured by deposit insurance shall be continuously and fully secured by the Trustee for the benefit of the County and the Owners of the Bonds by lodging with the Trustee, as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All other moneys held for the County under this Indenture shall be continuously and fully secured for the benefit of the County and the Owners of the Bonds in the same manner as provided by the County for similar funds of the County.

Section 6.03. Investment of Certain Moneys; Use of Excess Balances in Accounts; Valuations. The following investment provisions shall apply:

A. Moneys held in the Interest Account, the Principal Account and the Debt Service Reserve Account shall be invested and reinvested by the Trustee at the direction of the Treasurer confirmed in writing to the fullest extent practicable in Government Obligations or Agency Obligations which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts; but no moneys in the Debt Service Reserve Account shall be invested in any Government Obligations or Agency Obligations maturing more than 10 years from the date of such investment. Amounts in the Toll Bridge Fund may be invested in Investment Securities which mature within one year but no later than necessary to provide moneys when needed for payments from such Fund. Moneys held in the Surplus Account may be invested and reinvested by the County at the direction of the Treasurer in Investment Securities which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts. Nothing contained in this Indenture shall be construed to prevent the Treasurer from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by Illinois law, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract. Notwithstanding any other provisions of this Indenture to the contrary, the County shall deposit any moneys received as an upfront payment pursuant to any Forward Supply Contract to the credit of such Account established hereunder, to be applied to any of the purposes permitted for moneys so deposited into any such Account, as shall be determined by the Treasurer and any other Authorized Officer.

B. Moneys held in two or more Funds or Accounts may be jointly invested in one or more Investment Securities, *provided* that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds or Accounts, as the case may be, and the Trustee and the County maintain books and records as to the allocation of such investment as among such Funds or Accounts. Investment income from investments held in the various Funds or Accounts shall, first, remain in and be a part of the respective Funds and Accounts in which such investments are held, except as otherwise provided in this Indenture. At any time that any Account shall have a credit balance equal to or greater than the amount then required, all investment income or profit available in excess of such required balance may be

transferred at the direction of the Treasurer or other Authorized Officer as of the last day of any month and shall be transferred as of the last day of each Fiscal Year to the Toll Bridge Fund.

C. Notwithstanding any other provisions of this Indenture to the contrary, all investments made under this Indenture shall be consistent with the expectations expressed in any certificate related to tax-exemption executed on behalf of the County and filed with the Trustee with respect to any Series of Bonds issued under this Indenture.

D. Investment Securities in any Fund or Account created under the provisions of this Indenture shall be deemed at all times to be part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from liquidation of such investment shall be charged to such Fund or Account.

E. Valuations of Investment Securities held in the Funds and Accounts established hereunder shall be made by the County as often as may be necessary to determine the amounts held therein, except that valuations of Government Obligations held in the Interest Account, the Principal Account and the Debt Service Reserve Account shall be made at least once a year on such dates as shall be determined by the County. In computing the amounts in such Funds and Accounts, Investment Securities therein shall be valued as provided in paragraph F below.

F. The value of Investment Securities shall be calculated as follows:

1. As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;
2. As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;
3. As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest;
4. As to SLGS, at par; and
5. As to any investment not specified above, the fair market value thereof.

G. Except as otherwise provided in this Indenture, the Trustee at the direction of the Treasurer shall sell at the best price obtainable, or present for redemption, any Investment Security held in any Fund or Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund or Account as the case may be. The Trustee and the County shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

PARTICULAR COVENANTS AND REPRESENTATIONS OF THE COUNTY

Section 7.01. Payment of Bonds. The County covenants and agrees that it will pay or cause payment to be made of the principal at maturity and Redemption Price, if any, of every Outstanding Bond, whether a Serial Bond or a Term Bond, and the interest thereon, at the places, on the dates, and in the manner provided in this Indenture and in the Bonds. The County further covenants and agrees that it will make deposits to meet all Sinking Fund Installments for the Series 2018 Bonds and for each other Series of Bonds for which Sinking Fund Installments are established in accordance with and subject to the provisions of this Indenture and each Supplemental Indenture.

Section 7.02. Extension of Payment of Bonds. If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of Net Toll Bridge Revenues or Funds and Accounts established by this Indenture or moneys held by Fiduciaries or Depositories (except moneys held in trust for the payment of such Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the County to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 7.03. Offices for Servicing Bonds. The County shall at all times maintain one or more Paying Agents and Registrars in Chicago, Illinois, or in New York, New York, where Bonds may be presented for payment and where Bonds may be presented for registration, transfer, or exchange.

Section 7.04. Further Assurance. At any and all times the County shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further indentures, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning, and confirming, all and singular, the rights, revenues, and other moneys, securities and funds hereby pledged or assigned or which the County may become bound to pledge or assign.

Section 7.05. Power to Issue Bonds and Pledge Toll Bridge Revenues and Other. The County is duly authorized under all applicable laws, to issue the Bonds and to execute and deliver this Indenture and to pledge the Toll Bridge Revenues and other moneys, securities, and funds pledged by this Indenture and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. Except as provided in Section 9.06, the Toll Bridge Revenues and other moneys, securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, except as otherwise permitted by this Indenture; and all action on the part of the County to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the County in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency, and other laws affecting conditions, rights, or remedies and the availability of equitable remedies generally. The County covenants that upon the date of issuance of any of the Bonds, all conditions, acts, and things required by the Constitution and laws of the State and this Indenture to exist, to have happened, and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened, and have been performed. The County shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of and lien on the Toll Bridge Revenues and other moneys, securities, and funds pledged under this Indenture and all the rights of the Owners under this Indenture against all claims and demands.

Section 7.06. Power to Operate Toll Bridge and Collect Fees and Charges. The County has, and will have so long as any Bonds are Outstanding, the right and lawful power to own, construct, repair, maintain and operate the Toll Bridge and the right and obligation, subject to the provisions of this Indenture, to fix and collect tolls, fees and charges for its use.

Section 7.07. Indebtedness and Liens. The County shall not issue any bonds or other evidences of indebtedness, other than the Bonds or Junior Lien Obligations, which are secured by a pledge of or lien on the Toll Bridge Revenues or the moneys, securities, or funds held or set aside by the County or by the Trustee under this Indenture, and shall not, except as expressly authorized in this Indenture, create or cause to be created any lien or charge on the Toll Bridge Revenues or such moneys, securities or funds; *provided, however,* that nothing contained in this Indenture shall prevent the County from issuing evidences of indebtedness payable from moneys in the Project Fund as part of the cost of any Project, or payable from, or secured by the pledge of, Toll Bridge Revenues to be derived on and after such date as the pledge of Toll Bridge Revenues provided in this Indenture shall be discharged and satisfied as provided in Section 12.01 or Section 12.02.

Section 7.08. Sale, Lease and Encumbrance of Property or Toll Bridge Revenues. Except as otherwise provided below in the text of this Section, the County shall make no sale, conveyance, mortgage, encumbrance, or other disposition of any material part of the Toll Bridge or transfer of control, management or oversight, or any material aspect of control, management, or oversight, of the Toll Bridge, whether of its properties, interests, operations, expenditures, revenues or otherwise. To the extent permitted by law, the County may lease or make contracts (including lease-leaseback and sale-leaseback agreements) or grant contracts or licenses for the management or operation of, or grant easements or other rights with respect to, any part of the

Toll Bridge if such lease, contract, license, easement, or right does not impede or restrict the operation of the Toll Bridge or adversely affect in any way the production of Net Toll Bridge Revenues. The County may, from time to time and to the extent permitted by law, sell, exchange, or otherwise dispose of any machinery, fixtures, apparatus, tools, instruments, or other movable property acquired by it from the proceeds of Bonds, Junior Lien Obligations or Subordinated Indebtedness if the County shall determine that such articles are no longer needed in connection with the construction or operation and maintenance of the Toll Bridge and the proceeds thereof, if any, shall be applied to the replacement of the property so sold or disposed of or the acquisition of property of equal or greater value or shall be paid by the County to the Trustee for deposit to the credit of the Project Fund or for deposit in the Toll Bridge Fund and applied pursuant to Section 5.04B hereof, all as the County may direct. The County may from time to time, and to the extent permitted by law, sell, exchange, or otherwise dispose of any real property or release, relinquish, or extinguish any interest therein as the County shall declare is not needed in connection with the maintenance and operation of the Toll Bridge. The proceeds thereof, if any, shall be applied as hereinabove provided for the proceeds of the sale or disposal of movable property. Any machinery, fixtures, apparatus, tools, instruments or other movable property acquired by the County from other than proceeds of Bonds, Junior Lien Obligations or Subordinated Indebtedness may be disposed of in its discretion. The County covenants that so long as any Bonds are Outstanding under this Indenture, the County will not create or permit to be created any charge or lien on the Toll Bridge Revenues, except as expressly permitted under this Indenture. Any factual determination required to be made under this Section shall be evidenced by the certificate of an Authorized Officer setting forth in detail the basis for such determination.

Section 7.09. Annual Budget. The County shall adopt an Annual Budget for each Fiscal Year. The Annual Budget shall be prepared in accordance with good managerial and accounting practices. In preparing such Annual Budget, the County shall determine and include in such Annual Budget, by line item, the requirements for each of the Accounts of the Toll Bridge Fund and shall further demonstrate how the rate covenant of Section 7.11 shall be met. The County may at any time adopt an amended Annual Budget for the remainder of the then-current Fiscal Year. Copies of the Annual Budget and of any amended Annual Budget shall be promptly filed with the Trustee for inspection by the Owners of the Bonds.

Section 7.10. Operation and Maintenance of Toll Bridge. The County shall at all times operate or cause to be operated the Toll Bridge in a sound and economical manner and shall maintain, preserve, reconstruct and keep the same or cause the same to be so maintained, preserved, reconstructed and kept, with the appurtenances and every part and parcel thereof, in good repair, working order and condition, and shall from time to time make, or cause to be made, all necessary and proper repairs, replacements, and renewals so that at all times the operation of the Toll Bridge may be properly and advantageously conducted. The County agrees to use lawfully available funds of the County for such Renewal, Replacement and Improvement Purposes, net of any funds deposited to the credit of the Surplus Account and applied for such purposes pursuant to Section 5.12H hereof.

Section 7.11. Covenants Regarding Toll Bridge Revenues. The County covenants as follows with respect to the Toll Bridge Revenues:

A. The County will maintain a schedule of rates, fees and charges for the use of the Toll Bridge at such levels as the County shall determine as shall produce Net Toll Bridge Revenues sufficient in each Fiscal Year to provide an amount of such revenues in such Fiscal Year equal to not less than the greater of (a) 100 percent of the Annual Debt Service Requirement for such Fiscal Year on account of all Bonds then Outstanding or (b) the amount necessary to provide for the required credits to all of the Accounts of the Toll Bridge Fund, *provided, however*, that such rates, fees and charges may be reduced to the extent of other lawfully available and appropriated funds of the County to be deposited into the Toll Bridge Fund in such Fiscal Year.

B. The County covenants that in connection with the preparation of its Annual Budget, it will review the Net Toll Bridge Revenues collected for the then current Fiscal Year to date and will estimate the total amount of Net Toll Bridge Revenues expected to be collected in such Fiscal Year based on the then current schedules of rates, fees and charges for use of the Toll Bridge. If as a result of such review and estimate, the County shall become aware that the then current schedules of rates, fees and charges for use of the Toll Bridge, together with other lawfully available and appropriated funds of the County deposited or to be deposited into the Toll Bridge Fund in such Fiscal Year, are not producing Net Toll Bridge Revenues sufficient to satisfy the requirements in paragraph A above in any Fiscal Year, the County will make revisions of the schedules of rates, fees and charges to be next charged in order to produce Net Toll Bridge Revenues sufficient to satisfy the requirements of paragraph A of this Section.

C. Whenever for a Fiscal Year the County shall fail to achieve compliance with paragraph A of this Section, the County covenants to promptly have prepared a rate study for the Toll Bridge by an independent consultant employed for that purpose, and further, to make available a copy of such study, when completed, to any person requesting one, along with a letter indicating what action the County has taken responsive to such study.

Section 7.12. Classification of Fees and Charges; No Free Use. Rates, fees and charges for the use of the Toll Bridge shall be classified in a reasonable way to cover all users thereof, so that the fees and charges will be uniform in application to all users falling within any reasonable class regardless of the status or character of any such user. The County shall not grant free use of the Toll Bridge, except to officers and employees of the County while in the discharge of their official duties.

Section 7.13. Maintenance of Insurance. The County shall at all times maintain or cause to be maintained, to the extent reasonably obtainable and not cost prohibitive, the following kinds and the following amounts of insurance, with such variations as shall reasonably be required to conform to applicable standard or customary insurance practice and subject to such exceptions and permissible deductibles as are ordinarily required:

A. Property insurance on the facilities of the Toll Bridge, if available, covering direct physical loss or damage thereto from causes customarily insured against by those operating similar facilities, in such amounts as the County deems necessary or advisable to provide against such loss or damage and to assure the continued operation of the Toll Bridge.

B. Business interruption insurance covering loss of Toll Bridge Revenues by reason of interruption, total or partial, in the use of facilities of the Toll Bridge, due to loss or damage to any such facility for a period of not less than one year, in such amounts as the County determines will provide income during the period of interruption equal to the amount of the loss of Toll Bridge Revenues, computed on the basis of Toll Bridge Revenues for the corresponding period during the preceding Fiscal Year or, if not then available, for the corresponding period during the most recent Fiscal Year for which audited financial statements are available, attributable to such loss or damage.

C. Commercial liability insurance covering injuries to persons and property in such amounts as the County deems necessary or advisable to provide against liability for such injuries.

D. During the construction or reconstruction of any Project such insurance as is customarily carried by others with respect to similar structures used for similar purposes, *provided* that the County shall not be required to maintain any such insurance to the extent that such insurance is carried for the benefit of the County by contractors.

E. Any additional or other insurance which the County considers necessary or advisable to assure the continued operation of the Toll Bridge.

Except as provided in the following sentence, such insurance shall in the form of policies or contracts for insurance with insurers of good standing selected by the County and shall be payable to the County. In the event the insurance required by this Section cannot be obtained on the terms described therein, the County may provide for self insurance of the Toll Bridge in lieu of maintaining any of the foregoing types of insurance; *provided, however*, that any such self insurance must be provided through an actuarially sound self insurance program then maintained by the County, which self insurance program shall be of general applicability and shall insure significant assets of the County other than the Toll Bridge.

Section 7.14. Reconstruction; Application of Insurance Proceeds. The proceeds of any insurance paid on account of damage or destruction of any portion of the Toll Bridge and the proceeds of any business interruption insurance shall be held by the County and applied as follows:

A. If any necessary portion of the Toll Bridge shall be damaged or destroyed, the County shall, as expeditiously as possible, continuously and diligently proceed with the reconstruction or replacement thereof. The proceeds of any insurance paid on account of such damage or destruction, other than business interruption insurance, shall, to the extent necessary, be applied to the cost of such reconstruction or replacement. The proceeds of any insurance not so applied within 24 months after receipt shall be deposited into the Toll Bridge Fund and applied pursuant to Section 5.04B hereof unless there shall have been sooner filed with the Trustee a certificate of an Authorized Officer stating the intention of the County to apply such proceeds to such reconstruction or replacement. The proceeds of any such insurance may be deposited in the Toll Bridge Fund and applied pursuant to Section 5.04B prior to the end of the 24-month period following receipt thereof, *provided* that there shall have been filed with the Trustee a certificate of an Authorized Officer certifying that the reconstruction or replacement for which such proceeds were received is completed and fully paid.

B. If the proceeds of insurance authorized by this Section to be applied to the reconstruction or replacement of any portion of the Toll Bridge are insufficient for such purpose, the deficiency may be supplied out of moneys in the Renewal, Replacement and Improvement Account and the Surplus Account to the extent, as shown by a certificate of the County filed with the Trustee, not needed to be reserved for the purposes of the Account from which such moneys have been withdrawn.

C. The proceeds of insurance against physical loss of or damage to any Project for which a separate account is established in the Project Fund, or of contractors' performance bonds with respect to such Project received during the period of construction thereof, shall be paid into the separate account established in the Project Fund for such Project. The proceeds of insurance against loss of or damage to the Toll Bridge or of contractors' performance bonds not required to be deposited into a separate account established in the Project Fund shall be paid into the Surplus Account and applied pursuant to Section 5.12B hereof.

D. The proceeds of any business interruption insurance shall be paid into the Toll Bridge Fund.

Any amounts paid from a self insurance reserve fund pursuant to a self insurance program established pursuant to Section 7.13 hereof shall be deemed to be proceeds of the insurance in lieu of which such fund was established and such amounts shall be applied in the manner set forth in this Section 7.14.

Section 7.15. Accounts and Reports. The County shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Toll Bridge and Funds and Accounts established by this Indenture, and which, together with all other books and financial records of the County, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than 25 percent in principal amount of Outstanding Bonds or their representatives duly authorized in writing. The County further covenants that it will keep an accurate record of the daily Toll Bridge Revenues collected, of the

number and classes of users of the Toll Bridge and of the application of such Toll Bridge Revenues. The County further covenants that not later than July 1 of each year, it will cause an independent audit to be made of all books and accounts relating to the Toll Bridge for the preceding Fiscal Year, whether such books and accounts are maintained by the County or by a Toll Bridge Operator pursuant to an agreement with the County. Promptly thereafter, each such annual audit, signed by an Accountant (if such books and accounts are maintained by the County) or by an independent certified public accountant or firm of independent certified public accountants acceptable to the County (if such books and accounts are maintained by a Toll Bridge Operator), shall be submitted by the County to the Trustee, and the Trustee shall make such annual audits available for inspection by the Owners of any Bonds. Each audit report shall state that the Accountant or the independent certified public accountant or firm of independent certified public accountants, as appropriate, has examined the provisions of this Indenture relating to the receipt and application of funds and whether, in its opinion, the County has complied with such provisions. Each such annual audit report shall include the following information with respect to the most recent Fiscal Year and for the next preceding Fiscal Year:

- A. A Balance Sheet;
 - B. A Statement of Revenues, Expenses and Charges in Retained Earnings;
- and
- C. A Statement of Cash Flows.

The following schedules, which need not be audited, shall be included for informational purposes only in such annual report:

- D. The number, by class, of users of the Toll Bridge; and
- E. The Toll Bridge Revenues derived from each class of user of the Toll Bridge.

The County further covenants that it will cause any additional reports or audits relating to the Toll Bridge Revenues to be made as required by law, and that, as often as may be reasonably requested, it will furnish to the Trustee such other information concerning the Toll Bridge Revenues as may be reasonably requested.

Section 7.16. Tax-Exemption. General covenants related to the Tax-Exempt status of interest on the Series 2018 Bonds are contained in the Bond Ordinance.

ARTICLE VIII

REMEDIES OF OWNERS

Section 8.01. Events of Default. Each of the following events is hereby declared an “Event of Default”:

A. If a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

B. If a default shall occur in the due and punctual payment of interest on any Bond, when and as such interest shall become due and payable;

C. If a default shall occur in the performance or observance by the County of any other of the covenants, agreements or conditions in this Indenture or in the Bonds contained, and such default shall continue for a period of 90 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;

D. If the County shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State;

E. If an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers for the Toll Bridge or the Toll Bridge Revenues; or if such order or decree entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed within 90 days after the entry thereof;

provided, that in determining whether a default shall have occurred under paragraphs A or B of this Section, no effect shall be given to payments made under any Bond Insurance Policy.

Section 8.02. Accounting and Examination of Records after Default. The County covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the County and all other records relating to the Toll Bridge Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys. The County covenants that if an Event of Default shall have happened and shall not have been remedied, the County, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Toll Bridge Revenues and other moneys, securities and funds held by the County pursuant to the terms of this Indenture for such period as shall be stated in such demand.

Section 8.03. Application of Revenues and Other Moneys after Default. The County covenants that if an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee forthwith, all moneys, securities and funds then held by the County in any Fund or Account pursuant to the terms of this Indenture, and all Toll Bridge Revenues as promptly as practicable after receipt thereof. During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Toll Bridge Revenues and the income therefrom as follows and in the following order:

A. To the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it and if any engineer or consultant or firm of engineers or consultants selected by the Trustee pursuant to this Article;

B. To the payment of the amounts required for reasonable and necessary Operating Expenses and for the reasonable renewals, repairs, and replacements of the Toll Bridge necessary to prevent loss of Toll Bridge Revenues, as certified to the Trustee by an independent engineer or consultants or firm of engineers or consultants of recognized standing (who may be an engineer or firm of engineers retained by the County for other purposes) selected by the Trustee. For this purpose the books of record and accounts of the County relating to the Toll Bridge shall at all times be subject to the inspection of such engineer or consultants or firm of engineers or consultants during the continuance of such Event of Default;

C. To the payment of the principal of, Redemption Price, and interest on the Bonds then due, as follows:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference; and

D. To the payment of principal, redemption price, and interest then due on Junior Lien Obligations.

If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the County under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the County, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the County all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or

pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the County, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment over to the County by the Trustee nor such restoration of the County and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 8.04. Proceedings Brought by Trustee. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the County as if the County were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture. All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name. All actions against the County under this Indenture shall be brought in a state or federal court located in the State. The Owners of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method, and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction. Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default. Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners.

Section 8.05. Restriction on Owners' Action. No Owner of any Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request

with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the laws of the State or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture or to enforce any right under this Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 7.02 hereof. Nothing in this Indenture or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of its Bond from the sources provided herein.

Section 8.06. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 8.07. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein. The Owners of not less than two-thirds in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Bonds waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 8.08. Notices of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Bonds and to any Bond Insurer. If in any Fiscal Year the Net Toll Bridge Revenues shall be insufficient to comply with the provisions of Section 7.11A hereof, the Trustee, on or before the 30th day after receipt of the annual audit shall mail written notice of such insufficiency to such Owners and to any Bond Insurer.

Section 8.09. Certain Rights of Credit Bank or Bond Insurer. Notwithstanding anything contained in this Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, any Credit Bank or any Bond Insurer shall be treated as the Owner of Bonds upon which such Credit Bank or Bond Insurer is obligated pursuant to a Credit Facility or Bond Insurance Policy, as applicable, for the purposes of calculating whether or not the Owners of the requisite percentage of Bonds then Outstanding have consented to any request, consent,

directive, waiver or other action permitted to be taken by the Owners of the Bonds pursuant to this Article. All rights of any Credit Bank or Bond Insurer hereunder (other than rights held as a registered owner of Bonds hereunder) shall cease and terminate if: (a) such Credit Bank or Bond Insurer has failed to make any payment under its Credit Facility or Bond Insurance Policy; or (b) such Credit Facility or Bond Insurance Policy shall cease to be valid and binding on such Credit Bank or Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Bank or Bond Insurer, or such Credit Bank or Bond Insurer is denying further liability or obligation under such Bond Insurance Policy. Notwithstanding anything contained in this Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, until the County has reimbursed a Credit Bank for amounts paid under a Credit Facility to pay the interest on or the principal of any Bonds on any Interest Payment Date or Principal Payment Date or to the extent any Bond Insurer has exercised its rights as subrogee for the particular Bonds of which it has insured payment, (i) such Bonds shall be deemed to be Outstanding and such Credit Bank or Bond Insurer shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Credit Facility or as specified in respect of the applicable Bond Insurance Policy until such amount has been reimbursed and (ii) upon presentation to the Registrar, such Bonds shall be registered in the name of the Credit Bank or its nominee or such Bond Insurer or its nominee, as appropriate.

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01. Trustee; Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default, the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture.

Section 9.02. Paying Agents; Appointment and Acceptance of Duties. Zions Bancorporation, National Association, Chicago, Illinois, is hereby appointed Paying Agent for the Series 2018 Bonds. The County shall appoint one or more Paying Agents for the Bonds of each other Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 9.14 for a successor Paying Agent. The Trustee may be appointed a Paying Agent. Zions Bancorporation, National Association, hereby accepts the duties and obligations imposed upon it as Paying Agent by this Indenture. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof. Unless otherwise provided, the principal or corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the County for the payment of the principal or Redemption Price of the Bonds.

Section 9.03. Registrar; Appointment and Acceptance of Duties. Zions Bancorporation, National Association, is hereby appointed Registrar for the Series 2018 Bonds. The County shall appoint a Registrar for each other Series of Bonds. Each Registrar shall have the qualifications set forth in Section 9.15 for a successor Registrar. The Trustee or any Paying Agent may be appointed a Registrar. Each Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof.

Section 9.04. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the County or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the following provisions of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 9.05. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, ordinance, request, consent, order, certificate, report, opinion (including Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless this Indenture specifically requires other evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the County to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

Section 9.06. Compensation. Unless otherwise determined by contract between the County and each Fiduciary, the County shall pay to each Fiduciary from time to time reasonable compensation determined by the County for all services rendered under this Indenture.

Section 9.07. Certain Permitted Acts. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 9.08. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than 60 days' written notice to the County, all Owners of the Bonds, any Bond Insurer, the Depositories and the other Fiduciaries; and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the County or the Owners as provided in Section 9.10, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 9.10 hereof.

Section 9.09. Removal of Trustee. The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by the County; *provided, however,* that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the County only with the written concurrence of the Owners of a majority in principal amount of Bonds then Outstanding. The Trustee may be removed at any time by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the County. Copies of each such instrument shall be delivered by the County to each Fiduciary.

Section 9.10. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the County shall appoint a successor Trustee. The County shall cause notice of any such appointment by it made to be mailed to all Owners of the Bonds. If no appointment of a Trustee shall be made by the County pursuant to the foregoing provisions of this Section 9.10, the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having its principal corporate trust office in the State, and having capital stock and surplus aggregating at least \$50,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.11. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the County or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the County be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the County. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 9.12. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however*, that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.13. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

Section 9.14. Resignation or Removal of Paying Agent and Appointment of Successor. Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$50,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign, and deliver any moneys held by it as Paying Agent to its successor,

or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records, and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.15. Resignation or Removal of Registrar and Appointment of Successor. Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the County and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the County and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture. In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the County to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 9.16. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 8.01A or 8.01B hereof or the failure of the County to file with the Trustee any document required by this Indenture unless any officer in its principal corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the County or by the Owners of not less than a majority in principal amount of the Bonds Outstanding; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee.

Section 9.17. Quarterly Report by Trustee and Depositories. Within seven days after the end of each calendar quarter, the Trustee, any Paying Agent and each Depository shall prepare a written report for each Fund and Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee and each Depository at the end of the quarter. A copy of each such report shall be furnished to the County and any persons designated by the County. In addition, the Trustee, any Paying Agent and each Depository shall, at any time when requested, including, without limitation, any request at the time of the resignation of the Trustee, any Paying Agent or any Depository, furnish to the County and any persons designated by the County a report of the amount of moneys, including Investment Securities, held in each Fund or Account by the Trustee and each Depository. For purposes of this certification, the Investment Securities in each such Fund and Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent of Owners. The County and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- A. To authorize Additional Bonds and Refunding Bonds and to specify, determine or authorize any matters and things concerning any such Bonds which are not contrary to or inconsistent with this Indenture;
- B. To close this Indenture against, or impose additional limitations or restrictions on, the issuance of Bonds, or of other notes, bonds, obligations or evidences of indebtedness;
- C. To impose additional covenants or agreements to be observed by the County;
- D. To impose other limitations or restrictions upon the County;
- E. To surrender any right, power, or privilege reserved to or conferred upon the County by this Indenture;
- F. To confirm, as further assurance, any pledge of or lien upon the Toll Bridge Revenues or any other moneys, securities, or funds;
- G. To authorize the issuance of Junior Lien Obligations and in connection therewith, specify and determine any matters and things relative thereto which are not contrary to or inconsistent with this Indenture as then in effect;
- H. To cure any ambiguity, omission, or defect in this Indenture;
- I. To provide for the appointment of a successor securities depository in the event any Series of Bonds is held in Book Entry Form;
- J. To provide for the appointment of any successor Fiduciary; and
- K. To make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

Section 10.02. Supplemental Indentures Effective upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 10.01 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 10.03. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 10.01 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the County, the Owners, and the Trustee.

Section 10.04. Notice to Bond Insurer. Notice of the execution and delivery of each Supplemental Indenture described in Section 10.01 shall be given to any Bond Insurer.

ARTICLE XI

AMENDMENTS

Section 11.01. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the County kept by the Registrar.

Section 11.02. Powers of Amendment. Except for Supplemental Indentures described in Section 10.01, any modification or amendment of this Indenture and of the rights and obligations of the County and of the Owners of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 11.03 hereof (a) of the Owners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, and (b) in case less than all of the several Series of Bonds then outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; *provided, however*, that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee may in its discretion determine whether or not the rights of the Owners of Bonds of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the County and all Owners of the Bonds.

Section 11.03. Consent of Owners. The County may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the

provisions of Section 11.02, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the County, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the County that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the County a written statement that the consents of the Owners of the required principal amount of Outstanding Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the County proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 11.04. Modifications by Unanimous Action. The Indenture and the rights and obligations of the County and of the Owners of the Bonds thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 11.03 and (b) with the County of the Trustee's

written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 11.05. Exclusion of Bonds. Bonds owned or held by or for the account of the County shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the County shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Bonds so to be excluded.

Section 11.06. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the County and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the County or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the County, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

ARTICLE XII

DEFEASANCE

Section 12.01. Defeasance by Payment. If the County shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of any Toll Bridge Revenues and other moneys and securities pledged under this Indenture and all covenants, agreements, and other obligations of the County to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the County, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the County for any year or part thereof requested, and shall execute and deliver to the County all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the County all moneys and securities held by them pursuant to this Indenture which are not required for the payment of Bonds not previously surrendered for such payment or redemption. If the County shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, maturity within a Series or portion of any maturity within a Series (which portion shall be selected by lot by the Trustee in the manner provided in Section 4.04 hereof for the selection of Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Bonds shall cease to be entitled to any lien, benefit, or

security under this Indenture; and all covenants, agreements, and obligations of the County to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

Section 12.02. Defeasance by Provision for Payment. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee or an Escrow Agent at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Article if the County shall have delivered to or deposited with the Trustee or an Escrow Agent (a) irrevocable instructions to pay or redeem all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to publish or mail the required notice of redemption of any Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee or Escrow Agent at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on such Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of such Bonds are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of such Bonds. The Defeasance Obligations and moneys deposited with the Trustee or an Escrow Agent pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on such Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, such Bonds unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on such Bonds, at maturity or upon redemption, as the case may be.

Section 12.03. Defeased Bonds May Be Purchased by Trustee in Certain Instances. Amounts deposited with the Trustee or an Escrow Agent for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Article, if so directed by the County, shall be applied by the Trustee or an Escrow Agent to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the forty-fifth day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to Section 12.02, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Article.

Section 12.04. Defeased Bonds Purchased By County. The County may purchase with any available funds any Bonds deemed to be paid pursuant to this Article in accordance with this section. Bonds for which a redemption date has been established may be purchased by the County on or prior to the forty-fifth day preceding the redemption date. On or prior to the forty-fifth day preceding the redemption date the County shall give notice to the Trustee or applicable Escrow Agent of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the County on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the County the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

Section 12.05. Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of the County, be repaid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the County for the payment of such Bonds.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Evidence of Signatures of Owners and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (a) the execution of any such instrument, or of an instrument appointing any such attorney, or (b) the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a

member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

B. The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or any Fiduciary in accordance therewith.

Section 13.02. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 13.03. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the County, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 13.04. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 3.07, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the County and the other retained by the Trustee.

Section 13.05. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries, and the Owners of the Bonds, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation thereof; and all the covenants, stipulations, promises, and agreements in this Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

Section 13.06. No Recourse on the Bonds. No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Indenture against any past, present or future member, director, officer, employee, or agent of the County, or any successor, public body, or any person executing the Bonds, either directly or through the County, under any rule of law or equity, statute, or constitution or otherwise; and all such liability of any such officers, directors, members, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this

To the Sales Tax Trustee, if addressed to: Zions Bancorporation, National Association
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Sales Tax Trustee to the County.

Section 13.10. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law.

Section 13.11. Headings Not a Part of This Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 13.12. Multiple Counterparts. The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The County of Kane, Illinois, has caused this Indenture to be executed in its name and its behalf by the Chairman of its County Board and its corporate seal to be impressed herein and attested by the County Clerk of the County and Zions Bancorporation, National Association, has caused this Indenture to be executed in its behalf by its _____ and its corporate seal to be impressed hereon and attested by its _____, all as of the day and year first above written.

THE COUNTY OF KANE, ILLINOIS

By _____
Chairman of the County Board

(SEAL)

ATTEST:

County Clerk

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, CHICAGO, ILLINOIS

By _____
Title _____

(SEAL)

ATTEST:

Title: _____

EXHIBIT A

FORM OF SERIES 2018 BONDS

[FORM OF BOND – FRONT SIDE]

REGISTERED
NO. _____

REGISTERED
\$ _____

**THE COUNTY OF KANE, ILLINOIS
TOLL BRIDGE REVENUE BOND (SALES TAX SUPPORTED), SERIES 2018**

See Reverse Side for
Additional Provisions.

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

Registered Owner: CEDE & CO.

Principal Amount:

KNOW ALL PERSONS BY THESE PRESENTS that The County of Kane, Illinois, a duly organized and existing county of the State of Illinois, as amended (the “County”), for value received, hereby promises to pay (but only out of the sources hereinafter provided) to the Registered Owner identified above or registered assigns, upon presentation and surrender hereof, the Principal Amount identified above on the Maturity Date specified above, unless this Bond shall have been previously called for redemption and payment of the redemption price shall have been duly made or provided for, and to pay (but only out of the sources hereinafter provided) interest on said Principal Amount from the interest payment date next preceding the date of authentication and delivery of this Bond, unless this Bond is authenticated and delivered on an interest payment date to which interest has been paid or provided for, in which event this Bond shall bear interest from such interest payment date, or unless this Bond is authenticated and delivered prior to _____, 20__, in which event this Bond shall bear interest from its Dated Date, or unless, as shown by the records of the hereinafter described Trustee, interest on this Bond shall be in default, in which event this Bond shall bear interest from the last date to which interest has been paid. Interest on this Bond (computed on the basis of a 360-day year consisting of twelve 30-day months) is payable on June 15 and December 15 of each year, commencing _____ 15, 20__, until the payment in full of such Principal Amount, except as provisions hereinafter set forth with respect to redemption prior to maturity may become applicable hereto.

Principal of this Bond is payable in lawful money of the United States of America at the designated office of Zions Bancorporation, National Association, or its successor in trust (the “Trustee”). Payment of the interest hereon shall be made to the person in whose name this Bond is registered at the close of business on the first (1st) day of the calendar month next preceding

each interest payment date (the “*Record Date*”) by check or bank draft mailed or delivered by the Trustee to such Registered Owner at such Registered Owner’s address as it appears on the registration books of the County maintained by Zions Bancorporation, National Association, Chicago, Illinois, as Registrar (the “*Registrar*”) or as otherwise agreed by the County, the Trustee, and the Registrar and a qualified securities clearing corporation, as depository, or its nominee, for so long as this Bond shall be in Book Entry Form as provided for same.

Reference is hereby made to the further provisions of this Bond on the reverse hereof and such further provisions shall for all purposes have the same effect as if set forth at this place.

It is hereby certified, recited and declared that all acts and conditions required to be performed precedent to and in the execution and delivery of the hereinafter defined Indenture and the issuance of this Bond have been performed in due time, form and manner as required by law; and that the issuance of this Bond and the series of which it is a part does not exceed or violate any constitutional or statutory limitation.

This Bond shall not be valid or become obligatory for any purpose or be entitled to any security or benefit under the Indenture until the Certificate of Authentication hereon shall have been duly executed by the Trustee.

[FORM OF BOND – REVERSE SIDE]

This Bond is one of a duly authorized issue of \$_____ aggregate principal amount Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018 (the “*Bonds*”), issued pursuant to, under authority of and in full compliance with the Constitution and laws of the State of Illinois, particularly the provisions of the Counties Code of the State of Illinois, as amended, the Illinois Highway Code, as amended, and the Local Government Debt Reform Act of the State of Illinois, as amended (the “*Debt Reform Act*”), and a Trust Indenture dated as of _____, 2018 (the “*Indenture*”), by and between the County and the Trustee, and an ordinance adopted by the County Board of the County on the 9th day of October, 2018, for the purpose of constructing the Toll Bridge (as defined in the Indenture). As provided in the Indenture, the principal or redemption price of and interest on the Bonds are payable solely from and secured by a pledge of and lien on (a) the Net Toll Bridge Revenues collected by the County as described in the Indenture, consisting of the Toll Bridge Revenues of the Toll Bridge less Operating Expenses therein defined and (b) amounts on deposit in certain Funds and Accounts established pursuant to the Indenture. The Indenture provides that Additional Bonds and Refunding Bonds may be issued from time to time in the future on a parity with this Bond to share ratably and equally in the Net Toll Bridge Revenues upon compliance with certain requirements contained in the Indenture (such Bonds, Additional Bonds, and Refunding Bonds from time to time outstanding are referred to collectively as “*All Outstanding Bonds*”). As provided in the Sales Tax Trust Indenture (as defined in the Indenture), the principal or redemption price of and interest on the Bonds are also payable from and secured by a pledge of and lien on revenues derived from sales taxes imposed by the Regional Transportation Authority, and distributed to the County, pursuant to and in accordance with the Regional Transportation Authority Act, as amended (the “*Sales Tax Revenues*”). The Sales Tax Trust Indenture provides that additional bonds may be issued from time to time in the future on a parity with this Bond to share ratably and equally in the Sales Tax Revenues upon compliance with certain requirements contained in the Sales Tax Trust Indenture.

An executed copy of the Indenture is on file at the principal corporate trust office of the Trustee and reference is hereby made to the Indenture for a description of the provisions, among others, with respect to the nature and extent of the security for All Outstanding Bonds, the rights, duties, and obligations of the County, the Trustee, and the Owners of All Outstanding Bonds and the terms upon which All Outstanding Bonds may be issued and secured.

This Bond is transferable, as provided in the Indenture, only upon the registration books of the County maintained by the Registrar by the Registered Owner hereof in person, or by its duly authorized attorney, upon surrender hereof with a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney, and thereupon a new registered Bond or Bonds, in the same aggregate principal amount and maturity, shall be issued to the transferee. The County, the Trustee, the Registrar and the Paying Agent may deem and treat the person in whose name this Bond is registered as the absolute owner hereof for the purpose of receiving payment of, or on account of, the principal or redemption price hereof and interest due hereon and for all other purposes.

The Bonds are issuable in the form of fully registered bonds in the denomination of \$5,000 or any integral multiple thereof. Subject to the conditions and upon the payment of the charges provided in the Indenture, Bonds may be surrendered (accompanied by a written instrument of transfer satisfactory to the Registrar duly executed by the Registered Owner or its duly authorized attorney) in exchange for an equal aggregate principal amount of Bonds of the same maturity of any other authorized denominations. The Registrar shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding interest payment date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving of notice of such redemption.

The Bonds maturing on and after December 15, 20__, are subject to redemption prior to maturity at option of the County from any available funds, in whole or in part, and if in part in integral multiples of \$5,000, on any date on or after December 15, 20__, at the redemption price of par plus accrued interest thereon to the redemption date.

The Series 2018 Bonds maturing on December 15 of the years 20__, 20__ and 20__ are subject to mandatory redemption through the payment of Sinking Fund Installments prior to maturity at the Redemption Price of par plus accrued interest thereon to the redemption dates as follows:

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

FOR THE 2018 BONDS DUE DECEMBER 15, 20__

YEAR	PRINCIPAL AMOUNT
20__	\$
20__	
20__ (maturity)	

If less than all of the Bonds of like maturity shall be called for redemption, the particular Bonds or portions thereof to be redeemed shall be selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any Bond of a denomination of more than \$5,000 to be redeemed shall be in the principal amount of \$5,000 or an integral multiple thereof and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of \$5,000 denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by \$5,000. Notice of the redemption of Bonds shall be given by the Trustee as provided in the Indenture.

ALL OUTSTANDING BONDS ARE PAYABLE SOLELY FROM THE NET TOLL BRIDGE REVENUES AND SOURCES PLEDGED FOR THEIR PAYMENT IN ACCORDANCE WITH THE INDENTURE AND DO NOT CONSTITUTE A CLAIM AGAINST THE PROPERTY OF THE COUNTY. THE BONDS ARE ALSO PAYABLE FROM SALES TAX REVENUES, AS SET FORTH IN THE SALES TAX TRUST INDENTURE. THE BONDS DO NOT REPRESENT OR CONSTITUTE A DEBT OF THE COUNTY OR OF THE STATE OF ILLINOIS WITHIN THE MEANING OF ANY CONSTITUTIONAL OR STATUTORY LIMITATION OR A PLEDGE OF THE FAITH AND CREDIT OF THE COUNTY OR THE STATE OF ILLINOIS OR THE GRANT TO THE REGISTERED OWNERS THEREOF OF ANY RIGHT TO HAVE THE COUNTY OR THE GENERAL ASSEMBLY OF THE STATE OF ILLINOIS LEVY ANY TAXES OR APPROPRIATE ANY FUNDS FOR THE PAYMENT OF THE PRINCIPAL OF OR INTEREST ON THE BONDS. NO RECOURSE SHALL BE HAD FOR THE PAYMENT OF THE PRINCIPAL OR REDEMPTION PRICE OF OR INTEREST ON THE BONDS OR FOR ANY CLAIM BASED THEREON OR ON THE INDENTURE AGAINST ANY PAST, PRESENT OR FUTURE MEMBER, OFFICER, EMPLOYEE OR AGENT OF THE COUNTY, OR ANY SUCCESSOR, PUBLIC BODY OR PERSON EXECUTING THE BONDS, EITHER DIRECTLY OR THROUGH THE COUNTY, UNDER ANY RULE OF LAW OR EQUITY, STATUTE OR CONSTITUTION OR OTHERWISE, AND ALL SUCH LIABILITY OF ANY SUCH OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES OR AGENTS AS SUCH IS HEREBY EXPRESSLY WAIVED AND RELEASED AS A CONDITION OF AND CONSIDERATION FOR THE EXECUTION OF THE INDENTURE AND THE ISSUANCE OF THE BONDS.

The Registered Owner of this Bond shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Modifications or alterations of the Indenture, or of any supplements thereto, may be made only to the extent and in the circumstances permitted by the Indenture.

[FORM OF ASSIGNMENT]

The following abbreviations, when used in the inscription on the face of this certificate, shall be construed as though they were written out in full according to applicable laws or regulations:

TEN COM	—	as tenants in common	UNIF GIFT MIN ACT-
TEN ENT	—	as tenants by the entireties	_____ Custodian _____
JT TEN	—	as joint tenants with right of survivorship and not as tenants in common	(Cust) (Minor) under Uniform Gifts to Minors Act
			_____ (State)

Additional abbreviations may also be used though not in the above list.

ASSIGNMENT

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

(Name and Address of Assignee)

(Please insert Social Security or other identifying number of Assignee)

the within Bond and does hereby irrevocably constitute and appoint _____, Attorney To transfer the said Bond on the books kept for registration thereof with full power of substitution in the premises.

Dated: _____

Signature Guaranteed: _____

NOTICE: The signature to this assignment must correspond with the name as it appears upon the face of the within Bond in every particular, without alteration or enlargement or any change whatever.

NOTICE: Signature(s) must be guaranteed by a member firm of the New York Stock Exchange or a commercial bank or trust company.

EXHIBIT B

FORM OF SALES TAX TRUST INDENTURE

SALES TAX TRUST INDENTURE

BETWEEN

THE COUNTY OF KANE, ILLINOIS

and

ZIONS BANCORPORATION, NATIONAL ASSOCIATION
CHICAGO, ILLINOIS
as Trustee

Dated as of _____, 2018

SECURING THE COUNTY OF KANE, ILLINOIS
SALES TAX CERTIFICATE AND ADDITIONAL BONDS AND
REFUNDING BONDS ISSUED UNDER THIS INDENTURE

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THIS SALES TAX TRUST INDENTURE, dated as of _____, 2018 (the “*Indenture*”), by and between The County of Kane, Illinois (the “*County*” or “*Kane County*”), a duly organized and existing unit of local government created and existing under the provisions of the laws of the State of Illinois (the “*State*”) and now operating under the provisions of the Counties Code of the State of Illinois, as amended (the “*Counties Code*”), and Zions Bancorporation, National Association, a national banking association, duly organized, existing and authorized to accept and execute trusts of the character herein set out under and by virtue of the laws of the United States of America, with its principal corporate trust office located in Chicago, Illinois, as Trustee (the “*Trustee*”):

WITNESSETH:

A. The County is a duly organized and existing unit of local government created and existing under the provisions of the laws of the State, and is now operating under the provisions of the Counties Code.

B. Pursuant to Division 3 of the Illinois Highway Code, as amended, the County is authorized to (1) construct, repair, maintain and operate a bridge over and across any navigable or non-navigable stream within the County and its approaches, (2) borrow money and issue and sell bonds to pay of constructing any such bridge, which bonds shall be payable from the revenues to be derived from the operation of such bridge and (3) establish rates of toll or charges for the use of such bridge which shall be sufficient at all times to pay the cost of maintenance and operation of such bridge and its approaches and the principal of and interest on all bonds and all other obligations incurred by the County under the provisions of said Division.

C. Pursuant to and in accordance with the provisions of said Division, the County Board of the County (the “*Board*”) has determined that, in order to alleviate traffic congestion in northern Kane County, it is necessary and desirable to construct a toll bridge over the Fox River (the “*Toll Bridge*”).

D. As used herein, Toll Bridge includes necessary toll collection equipment and facilities.

E. The Toll Bridge is part of the Longmeadow Parkway River Bridge Corridor project, a proposed four-lane Fox River Bridge crossing and four-lane minor arterial roadway corridor approximately 5.6 miles in length and passing through unincorporated Kane County and portions of the Villages of Algonquin, Carpentersville and Barrington Hills.

F. Pursuant to Ordinance Number _____, adopted on the 9th day of October, 2018 (the “*Bond Ordinance*”), the Board has authorized the issuance of the Sales Tax Certificate for the benefit of the Toll Bridge Trustee to further secure repayment of debt incurred for the purpose of paying the cost of the Toll Bridge and has appointed Zions Bancorporation, National Association, to serve as Trustee hereunder.

G. All things necessary to make the Sales Tax Certificate, when issued as in this Indenture provided, the valid, binding, and legal obligation of the County according to the import thereof and to constitute this Indenture a valid pledge of and grant of a lien on the Sales Tax Revenues (as hereinafter defined) for the purpose of securing the payment of the principal of and interest on the Bonds (as hereinafter defined) have been done and performed in due form and time as required by law.

H. The execution and delivery of this Indenture and the execution and issuance of the Sales Tax Certificate subject to the terms hereof have in all respects been duly authorized;

GRANTING CLAUSES

NOW THEREFORE THIS TRUST INDENTURE WITNESSETH:

In order to secure the payment of the principal of and interest on all Bonds issued and to be issued hereunder according to the import thereof; to secure further the payment of the principal of and interest on all Junior Lien Obligations (as defined herein) to the extent provided herein; and to secure the performance and observance of each and every covenant and condition herein and in the Bonds contained; and for and in consideration of the premises and of the acceptance by the Trustee of the trusts hereby created, of the purchase and acceptance of the Bonds by the respective Owners (as hereinafter defined) thereof, and for other good and valuable consideration, the sufficiency of which is hereby acknowledged; and for the purpose of fixing and declaring the terms and conditions upon which the Bonds shall be issued, authenticated, delivered, secured, and accepted by all persons who shall from time to time be or become Owners thereof, the County does hereby pledge and grant a lien upon the following Trust Estate to the Trustee and its successors in trust and assigns, to the extent provided in this Indenture: (a) the Sales Tax Revenues; (b) all moneys and securities and earnings thereon in all Funds and Accounts established pursuant to this Indenture; and (c) any and all other moneys, securities, and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Indenture.

BUT IN TRUST NEVERTHELESS for the equal and proportionate benefit and security of the Bonds issued and to be issued hereunder and secured by this Indenture including any Bonds hereafter issued without preference, priority, or distinction as to participation in the lien, benefit, and protection hereof of any one Bond over any other or from the others by reason of priority in the issue or negotiation thereof or by reason of the date or dates of maturity thereof or for any other reason whatsoever (except as expressly provided in this Indenture), so that each and all of such Bonds shall have the same right, lien, and privilege under this Indenture and shall be equally secured hereby with the same effect as if the same had all been made, issued, and negotiated upon the delivery hereof (all except as expressly provided in this Indenture, as aforesaid).

AND IN TRUST FURTHER for the benefit and security of any Junior Lien Obligations to the extent provided herein and in any Supplemental Indenture executed and delivered from time to time authorizing the issuance of Junior Lien Obligations.

PROVIDED HOWEVER that these presents are upon the condition that if the County or its successors shall well and truly pay or cause to be paid or provide for the payment of all principal, premium, if any, and interest on the Bonds due or to become due thereon at the times and in the manner stipulated therein and herein, then this Indenture and the rights hereby granted shall cease, terminate and be void, but shall otherwise be and remain in full force.

AND IT IS HEREBY COVENANTED AND AGREED by and among the County, the Trustee and the Owners from time to time of the Bonds that the terms and conditions upon which the Bonds are to be issued, authenticated, delivered, secured and accepted by all persons who shall from time to time be or become the Owners thereof and the trusts and conditions upon which the moneys and securities hereby pledged are to be held and disposed of, which trusts and conditions the Trustee hereby accepts, are as follows:

ARTICLE I

DEFINITIONS AND CONSTRUCTION

Section 1.01. Definitions. The following terms shall, for all purposes of this Indenture, have the following meanings unless a different meaning clearly appears from the context:

“*Account*” means an account of the Sales Tax Fund.

“*Accountant*” means an independent certified public accountant or a firm of independent certified public accountants of recognized national standing (who may be the accountants who regularly audit the books and accounts of the County) who are selected and paid by the County and who shall not have been engaged by any person or entity other than the County to render accounting services with respect to the books and records of the County for the period or any portion thereof to be covered by the accounting services to be rendered on behalf of the County.

“*Accreted Amount*” means with respect to any Capital Appreciation Bonds the amount set forth in the Supplemental Indenture authorizing such Bonds as the amount representing the initial public offering price thereof plus the amount of interest that has accreted on such Bonds, compounded periodically, to the date of calculation, determined by reference to accretion tables contained in each such Bond or contained or referred to in any Supplemental Indenture authorizing the issuance of such Bonds; *provided, however,* that the Accreted Amounts for such Bonds as of any date not stated in such tables shall be calculated by adding to the Accreted Amount for such Bonds as of the date stated in such tables immediately preceding the date of computation a portion of the difference between the Accreted Amount for such preceding date and the Accreted Amount for such Bonds as of the date shown on such tables immediately succeeding the date of calculation, apportioned on the assumption that interest accretes during any period in equal daily amounts on the basis of a 360-day year consisting of twelve 30-day months.

“*Additional Bonds*” means Bonds authenticated and delivered on original issuance pursuant to Section 2.04 hereof.

“*Agency Obligations*” means (i) short term discount obligations of the Federal National Mortgage Association, (ii) senior debt obligations rated in the highest long-term rating category by at least two nationally recognized rating agencies issued by the Federal Home Loan Mortgage Corporation, and (iii) senior debt obligations of the Federal Home Loan Bank System.

“*Annual Debt Service Requirement*” means, with respect to any Fiscal Year, the amount required to pay the sum of the principal and Sinking Fund Installments of and interest on Outstanding Bonds payable during such Fiscal Year; *provided, however*, that for purposes of this definition:

(i) the principal and interest portions of the Accreted Amount of a Capital Appreciation Bond becoming due at maturity or by virtue of a Sinking Fund Installment shall be divided into twelve (12) equal monthly installments payable on the first day of each calendar month ending on such Principal Payment Date; and

(ii) Interest payable during a Fiscal Year from proceeds of Bonds as provided herein or in the Supplemental Indenture authorizing the issuance of such Bonds shall be excluded from such calculation.

“*Authorized Denominations*” means \$5,000 or any integral multiple thereof, or, in the case of Additional Bonds or Refunding Bonds, such other denominations as may be specified in the Supplemental Indenture authorizing the issuance thereof.

“*Authorized Officer*” means each of the Chairman of the Board, the County Clerk of the County, the Treasurer, the Executive Director of Finance of the County and any other officer or employee of the County authorized to perform specific acts or duties hereunder by ordinance duly adopted by the Board.

“*Board*” means the County Board of the County as from time to time constituted.

“*Bonds*” means any bonds, including the Sales Tax Certificate, Additional Bonds and Refunding Bonds, authenticated and delivered under and pursuant to this Indenture, other than Junior Lien Obligations.

“*Bond Insurance Policy*” means any municipal bond new issue insurance policy insuring and guaranteeing the payment of the principal of and interest on a Series of Bonds or certain maturities thereof as may be provided in the Supplemental Indenture authorizing such Series.

“*Bond Insurer*” means an issuer of a Bond Insurance Policy.

“*Bond Ordinance*” means Ordinance Number _____, adopted by the Board on the 9th day of October, 2018, authorizing the issuance of the Series 2018 Bonds and the Sales Tax Certificate.

“*Book Entry Form*” means the form of the Bonds as fully registered and available in physical form only to the Depository.

“*Bond Register*” means the register for the Bonds kept by the Trustee.

“*Business Day*” means any day which is not a Saturday, a Sunday, a legal holiday or a day on which banking institutions in the City of Chicago or in the city where the principal corporate trust office of any Fiduciary is located is authorized by law or executive order to close (and, if applicable, such Fiduciary is in fact closed).

“*Capital Appreciation and Income Bond*” means any Bond as to which accruing interest is not paid prior to the Interest Commencement Date specified therefor and is compounded periodically on certain designated dates prior to the Interest Commencement Date specified therefor, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation and Income Bond.

“*Capital Appreciation Bond*” means any Bond the interest on which (1) shall be compounded periodically on certain designated dates, (2) shall be payable only at maturity or redemption prior to maturity and (3) shall be determined by subtracting from the Accreted Amount the initial public offering price thereof, all as provided in the Supplemental Indenture authorizing the issuance of such Capital Appreciation Bond; and, *provided, further*, that the term “*Capital Appreciation Bond*” as used throughout this Indenture also includes any Capital Appreciation and Income Bond prior to the Interest Commencement Date specified therefor.

“*Code and Regulations*” means the Internal Revenue Code of 1986, as amended, and the regulations promulgated or proposed pursuant thereto as the same may be in effect from time to time.

“*Counsel’s Opinion*” means an opinion signed by an attorney or firm of attorneys of recognized standing in the area of law to which the opinion relates, who may be counsel to the County.

“*County*” means The County of Kane, Illinois.

“*Credit Bank*” means, as to any particular Series of Bonds, the person (other than a Bond Insurer) providing a Credit Facility, as may be provided in the Supplemental Indenture authorizing such Series.

“*Credit Facility*” means, as to any particular Series of Bonds, an agreement to provide for the payment or purchase of such Bonds, such as a letter of credit, a line of credit, a guaranty, a standby bond purchase agreement, or other credit or liquidity

facility, other than a Bond Insurance Policy, as may be provided in the Supplemental Indenture authorizing such Series.

“*Current Funds*” means United States federal funds which are immediately available in the hands of the payee at the place of payment.

“*Current Interest Bond*” means the Sales Tax Certificate and any Bond the interest on which is payable on the Interest Payment Dates provided therefor in the Supplemental Indenture authorizing such Bond; and, *provided, further*, that the term “*Current Interest Bond*” as used throughout this Indenture also includes any Capital Appreciation and Income Bond from and after the Interest Commencement Date specified therefor.

“*DTC*” means The Depository Trust Company, New York, New York, as securities depository for the Series 2018 Bonds, and its successors or assigns.

“*Debt Reform Act*” means the Local Government Debt Reform Act of the State of Illinois, as amended.

“*Debt Reserve Credit Facility*” shall have the meaning assigned to such term in Section 5.07D hereof.

“*Debt Service Reserve Deposit Requirement*” means (i) for each required withdrawal from the Debt Service Reserve Account pursuant to Section 5.07B hereof, the amount required to cause the amount on deposit in the Debt Service Reserve Account to equal the Debt Service Reserve Account Requirement assuming twelve (12) equal monthly deposits and (ii) for any required deposits to the Debt Service Reserve Account in connection with the issuance of Additional Bonds, the amounts required to be deposited therein by the Supplemental Indenture authorizing the issuance of such Bonds.

“*Debt Service Reserve Account*” means the Debt Service Reserve Account established in 5.02 hereof.

“*Debt Service Reserve Account Requirement*” means, with respect to any Additional Bonds, the amount of money, if any, required to be deposited in the Debt Service Reserve Account as provided in the Supplemental Indenture authorizing the issuance of such Bonds.

“*Defeasance Government Obligations*” means Government Obligations which are not subject to redemption other than at the option of the holder thereof.

“*Defeasance Obligations*” means (1) Defeasance Government Obligations and (2) obligations of any state or territory of the United States or any political subdivision thereof which obligations are rated at the time of purchase in the highest rating category by each of the Rating Agencies and which obligations meet the following requirements: (a) the obligations are not subject to redemption or the escrow agent or trustee therefor

has been given irrevocable instructions by the issuer thereof to call such obligations for redemption; (b) the obligations are secured by cash or Defeasance Government Obligations that may be applied only to interest, principal, and premium payments of such obligations; (c) the principal of and interest on the Defeasance Government Obligations (plus any cash in the escrow or trust fund) are sufficient to meet the liabilities of the obligations; (d) the Defeasance Government Obligations serving as security for such obligations are held by an escrow agent or trustee; and (e) the Defeasance Government Obligations are not available to satisfy any other claims, including those against such escrow agent or trustee.

“*Depository*” means any lawful Depository of County funds, and may include the Trustee.

“*Escrow Agent*” means with respect to any Bonds refunded or otherwise defeased after the date of execution and delivery of this Indenture, any trust company, bank or national banking association having at the time of establishment of the deposit with such Escrow Agent capital, surplus, and undivided profits of not less than \$50,000,000 and duly appointed for such purpose.

“*Event of Default*” means any event so designated and specified in Section 8.01.

“*Fiduciary*” or “*Fiduciaries*” means the Trustee, any Registrar, any Paying Agent and any Depository, or any or all of them, as may be appropriate.

“*Fiscal Year*” means the County’s fiscal year, currently the period beginning December 1 of any calendar year through November 30 of the next succeeding calendar year.

“*Forward Supply Contract*” means any contract entered into between the County and a supplier of Investment Securities selected by or pursuant to the direction of the County (“*Counterparty*”) pursuant to which the Counterparty agrees to sell to the County (or to the Trustee on behalf of the County) and the County (or the Trustee on behalf of the County) agrees to purchase specified Investment Securities on specific dates at specific purchase prices, all as established at the time of the execution and delivery of such contract and as set forth in such contract; *provided, however*, that any amounts due and owing from the County to the Counterparty pursuant to any Forward Supply Contract (other than the specified purchase prices of the Investment Securities set forth therein) shall be payable as provided in such Forward Supply Contract subject to annual appropriation and shall not constitute indebtedness of the County.

“*Government Obligations*” means (1) noncallable, nonredeemable direct obligations of the United States of America, (2) obligations the timely payment of the principal of, and interest on, which is fully and unconditionally guaranteed by the United States of America and (3) securities or receipts evidencing ownership interests in obligations or specified portions (such as principal or interest) of obligations described in (1) or (2).

“*Indenture*” means this Sales Tax Trust Indenture, dated as of _____, 2018, by and between the County and the Trustee, as from time to time amended and supplemented.

“*Interest Account*” means the Interest Account established in Section 5.02 hereof.

“*Interest Commencement Date*” means, with respect to any Capital Appreciation and Income Bond, the date specified in the Supplemental Indenture authorizing the issuance of such Bond (which date must be prior to the maturity date for such Capital Appreciation and Income Bond) after which interest accruing on such Capital Appreciation and Income Bond shall be payable periodically, with the first such payment date being the applicable Interest Payment Date immediately succeeding such Interest Commencement Date.

“*Interest Payment Date*” means June 15 and December 15 of each year.

“*Interest Requirement*” means, as of any date, 100% of the interest accrued on all Outstanding Bonds as of the first day of the next succeeding calendar month, calculated based on a 360-day year consisting of twelve (12) 30-day months, excluding interest to be paid from the proceeds of Series 2018 Bonds as provided in the Toll Bridge Trust Indenture.

“*Investment Securities*” means any of the following securities, if and to the extent authorized by law as permitted investments of County funds at the time of purchase thereof:

1. Government Obligations;
2. Obligations of any federal agency that represent full faith and credit obligations of the United States of America;
3. Obligations of any of the following federal agencies which are not currently fully guaranteed by the full faith and credit of the United States of America:
 - a. Senior debt obligations which at the time of purchase are rated in the highest long-term rating category by each of the Rating Agencies issued by the Federal National Mortgage Association (FNMA) or the Federal Home Loan Mortgage Corporation (FHLMC); and
 - b. Obligations of the Resolution Funding Corporation and senior debt obligations of the Federal Home Loan Bank System; and
 - c. Senior debt obligations of other government sponsored agencies approved by any Bond Insurer which has expressly reserved the right of approval in the conditions or terms of its Bond Insurance Policy;

4. U.S. dollar denominated deposit accounts, federal funds, and banker's acceptances with domestic commercial banks which either (a) have a rating on their short-term certificates of deposit on the date of purchase in the highest short-term rating category of each of the Rating Agencies, (b) are insured at all times by the Federal Deposit Insurance Corporation (or its successor), or (c) are collateralized with Government Obligations at 105% valued daily, which certificates must mature no more than 360 days after the date of purchase. (Ratings on holding companies are not considered as the rating of the bank);

5. Commercial paper which is rated at the time of purchase in the highest short-term rating category of each of the Rating Agencies and which matures not more than 270 days after the date of purchase;

6. Investments in money market funds rated in the highest short-term rating category of at least two nationally recognized rating agencies;

7. Repurchase agreements of government securities having the meaning set out in the Government Securities Act of 1986, as amended from time to time, subject to the provisions of said Act and the regulations issued thereunder, which government securities that are the subject of such repurchase agreements, unless registered or inscribed in the name of the County, shall be purchased through banks or trust companies authorized to do business in the State;

8. Pre-refunded Municipal Obligations;

9. General obligations of states with a short-term rating in one of the two highest rating categories and a long-term rating in one of the two highest rating categories of at least two nationally recognized rating agencies and, in the event such obligations are variable rate obligations, the interest rate on such obligations must be reset not less frequently than annually;

10. Investment agreements and Forward Supply Contracts, subject to being approved in writing by any Bond Insurer which has expressly reserved the right of approval in the conditions of terms of its Bond Insurance Policy; and

11. Any other form of investment (including repurchase agreements not described in clause 7, above), subject to being approved in writing by any Bond Insurer which has expressly reserved the right of approval in the conditions of terms of its Bond Insurance Policy.

“Junior Lien Debt Service Reserve Account” means the Junior Lien Debt Service Reserve Account established in Section 5.02 hereof.

“Junior Lien Interest Account” means the Junior Lien Interest Account established in Section 5.02 hereof.

“*Junior Lien Obligations*” means any bonds or other obligations permitted to be issued pursuant to Section 2.06 hereof.

“*Junior Lien Principal Account*” means the Junior Lien Principal Account established in Section 5.02 hereof.

“*Maximum Annual Debt Service Requirement*” means, as of any date of calculation, the greatest Annual Debt Service Requirement occurring in the then current and all succeeding Fiscal Years.

“*Outstanding*” when used with reference to Bonds, means, as of any date, all Bonds theretofore or thereupon being authenticated and delivered under this Indenture except:

1. any Bonds cancelled by the Trustee at or prior to such date;
2. Bonds (or portions of Bonds) for the payment or redemption of which moneys or Defeasance Obligations, or both, equal to the principal amount or Redemption Price thereof, as the case may be, with interest to the date of maturity or date fixed for redemption, are held in trust under this Indenture or with an Escrow Agent and set aside for such payment or redemption (whether at or prior to the maturity or redemption date), *provided*, that, if such Bonds (or portions of Bonds) are to be redeemed, notice of such redemption shall have been given as in Article IV provided or provision satisfactory to the Trustee shall have been made for the giving of such notice;
3. Bonds in lieu of or in substitution for which other Bonds shall have been authenticated and delivered pursuant to Article III, Section 4.06 or Section 11.06 hereof.
4. Bonds deemed to have been paid as provided in Section 12.02 hereof; and

“*Owner*” means any person who shall be the registered owner of any Bond or Bonds.

“*Paying Agent*” means any bank, national banking association or trust company designated by an Authorized Officer as paying agent for the Bonds of any Series and any successor or successors appointed by an Authorized Officer under this Indenture.

“*Person*” means and includes an association, unincorporated organization, a corporation, a partnership, a limited liability company, a joint venture, a business trust, or a government or an agency or a political subdivision thereof, or any other public or private entity, or a natural person.

“Pre-refunded Municipal Obligations” means any bonds or other obligations of any state of the United States of America or of any agency, instrumentality, or local governmental unit of any such state which are not callable at the option of the obligor prior to maturity or as to which irrevocable instructions have been given by the obligor to call on the date specified in the notice; and

1. which are rated, based on an irrevocable escrow account or fund (the *“escrow”*), in the highest long-term rating category of each of the Rating Agencies; or

2. which are fully secured as to principal and interest and redemption premium, if any, by an escrow consisting only of cash or Government Obligations, which escrow may be applied only to the payment of such principal of and interest and redemption premium, if any, on such bonds or other obligations on the maturity date or dates thereof or the specified redemption date or dates pursuant to such irrevocable instructions, as appropriate, and which escrow is sufficient, as verified by a nationally recognized independent certified public accountant or firm of such accountants, to pay principal of and interest and redemption premium, if any, on the bonds or other obligations described in this paragraph on the maturity date or dates specified in the irrevocable instructions referred to above, as appropriate.

“Principal” or *“principal”* means (1) with respect to any Capital Appreciation Bond, the Accreted Amount thereof (the difference between the stated amount to be paid at maturity and the Accreted Amount being deemed accrued but not yet payable interest) except as used in this Indenture in connection with the authorization and issuance of Bonds and with the order of priority of payments of Bonds after an event of default, in which case *“principal”* means the initial public offering price of a Capital Appreciation Bond (the difference between the Accreted Amount and the initial public offering price being deemed interest) but when used in connection with determining whether the Owners of the requisite principal amount of Bonds then Outstanding have given any request, demand, authorization, direction, notice, consent or waiver or with respect to the Redemption Price of any Capital Appreciation Bond, *“principal amount”* means the Accreted Amount and (2) with respect to the principal amount of any Current Interest Bond, the principal amount of such Bond payable in satisfaction of a Sinking Fund Installment, if applicable, or at maturity.

“Principal Account” means the account of that name established in Section 5.02 hereof.

“Principal Payment Date” means a December 15 upon which the principal of any Bond is stated to mature or upon which the principal of any Term Bond is subject to redemption in satisfaction of a Sinking Fund Installment; *provided, however*, that *“Principal Payment Date”* may mean, if so provided by a Supplemental Indenture, such other date or dates as may be provided thereby or permitted therein.

“*Principal Requirement*” means, as of any date, an amount equal to the sum of the principal and Sinking Fund Installments due on all Outstanding Bonds on the next succeeding Principal Payment Date assuming that such amount was payable in twelve (12) equal monthly installments on the first day of each calendar month ending on such Principal Payment Date.

“*Project*” means the Toll Bridge and any other lawful expenditures to be financed or secured with the proceeds of a Series of Bonds issued under this Indenture as determined by the County and set forth in a Supplemental Indenture authorizing such Series of Bonds.

“*Project Fund*” means the Project Fund established in Section 5.03 hereof.

“*Rating Agencies*” means each and every one of the nationally recognized rating agencies.

“*Record Date*” means, with respect to any Series of Bonds (other than the Sales Tax Certificate), such day as may be determined in the applicable Supplemental Indenture.

“*Redemption Price*” means, with respect to any Bond, the Principal thereof plus the applicable premium, if any, payable upon the redemption date.

“*Refunding Bonds*” means all Bonds hereinafter issued for refunding purposes pursuant to Section 2.05 hereof.

“*Registrar*” means any bank, national banking association or trust company appointed by an Authorized Officer under this Indenture and designated as registrar for the Bonds of any Series and its successor or successors.

“*Sales Tax Certificate*” means the instrument, authorized by the Bond Ordinance and issued to the Toll Bridge Trustee, which evidences the right of the Toll Bridge Trustee to be paid Current Funds on deposit in the Interest Account and/or Principal Account pursuant to and in accordance with Sections 5.05 and 5.06 hereof.

“*Sales Tax Fund*” means the Sales Tax Fund established in Section 5.02 hereof.

“*Sales Tax Revenues*” means revenues derived from sales taxes imposed by the Regional Transportation Authority, and distributed to the County, pursuant to and in accordance with the Regional Transportation Authority Act, as amended.

“*Serial Bonds*” means the Bonds of a Series which shall be stated to mature in annual installments.

“*Series*” means all of the Bonds designated as a series and authenticated and delivered on original issuance in a simultaneous transaction and any Bonds thereafter

authenticated and delivered in lieu of or in substitution for such Bonds pursuant to Article III, Section 4.06 or Section 11.06 hereof.

“*Series 2018 Bonds*” means the Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of the County authorized by the Bond Ordinance and Section 2.03 of the Toll Bridge Trust Indenture.

“*Sinking Fund Installment*” means (a) with respect to the Series 2018 Bonds, each principal amount of Series 2018 Bonds scheduled to be redeemed pursuant to Section 4.08 hereof, and (b) with respect to any other Series of Bonds, each principal amount of Bonds scheduled to be redeemed through sinking fund redemption provisions by the application of amounts on deposit in the Principal Account, as set forth in the Supplemental Indenture for such Bonds.

“*SLGS*” means United States Treasury Certificates of Indebtedness, Notes and Bonds State and Local Government Series.

“*State*” means the State of Illinois.

“*Subordinated Indebtedness*” means any evidence of indebtedness permitted to be issued by Section 5.11 hereof.

“*Supplemental Indenture*” means any Supplemental Indenture of the County authorized pursuant to Article X hereof.

“*Tax-Exempt*” means, with respect to the Series 2018 Bonds, the status of interest paid and received thereon as not includible in the gross income of the owners thereof under the Code and Regulations for federal income tax purposes except to the extent that such interest will be taken into account in computing an adjustment used in determining the alternative minimum tax for certain corporations.

“*Term Bonds*” means the Bonds of a Series other than Serial Bonds which shall be stated to mature on one or more dates through the payment of Sinking Fund Installments.

“*Toll Bridge*” shall have the meaning assigned to such term in the preambles to this Indenture.

“*Toll Bridge Trust Indenture*” means the Toll Bridge Trust Indenture, dated as of _____, 2018, by and between the County and the Toll Bridge Trustee.

“*Toll Bridge Trustee*” means Zions Bancorporation, National Association, Chicago, Illinois, as Trustee under the Toll Bridge Trust Indenture.

“*Treasurer*” means the County Treasurer of the County.

“Trustee” means Zions Bancorporation, National Association, Chicago, Illinois, and any successor or successors appointed under this Indenture as hereinafter provided.

“Trust Estate” is defined in the granting clauses of this Indenture.

Section 1.02. Miscellaneous Definitional Provisions. As used herein, and unless the context shall otherwise indicate, the terms defined in the singular may be used in the plural, and vice-versa. As used herein, the terms “here,” “hereunder,” “hereby,” “hereto,” “hereof” and any similar terms refer to this Indenture. Unless the context shall otherwise indicate, references herein to articles, sections, subsections, clauses, paragraphs, and other subdivisions refer to the designated articles, sections, subsections, clauses, paragraphs, and other subdivisions of this Indenture as originally executed.

ARTICLE II

AUTHORIZATION AND ISSUANCE OF BONDS AND JUNIOR LIEN OBLIGATIONS

Section 2.01. Authorization and Issuance of Bonds and Junior Lien Obligations. The County shall not issue any Bonds while this Indenture is in effect except in accordance with the provisions of this Article II. All Bonds issued under this Indenture shall be designated “Sales Tax Revenue Bonds” or “Sales Tax Refunding Revenue Bonds” or “Sales Tax Certificates” or like names and shall include such further appropriate designations as the County may determine. Bonds may be issued in one or more Series, and each Bond shall bear upon its face the designation determined for its Series. Any two or more Series may be consolidated for purposes of sale in such manner as may be provided in the Supplemental Indenture authorizing such Series. The County shall not issue any Junior Lien Obligations while this Indenture is in effect except in accordance with the provisions of this Article II.

Section 2.02. General Provisions for Issuance of Bonds. Bonds of each Series shall be executed by the County and delivered to the Trustee and thereupon shall be authenticated by the Trustee and delivered to the County or upon its order but only upon the receipt by the Trustee, at or prior to such authentication, of:

- A. A Counsel’s Opinion regarding the validity and enforceability of such Bonds and the federal income tax treatment of the interest on such Bonds;
- B. A written order as to the delivery of such Bonds signed by an Authorized Officer or Authorized Officers, which order shall direct, among other things, the application of the proceeds of such Bonds;

C. In the case of the Sales Tax Certificate, a Bond Notification (as defined in the Bond Ordinance), a copy of this Indenture and the Toll Bridge Trust Indenture and a copy of the Bond Ordinance, certified by the County Clerk of the County; and, in the case of each other Series of Bonds, a copy of the Supplemental Indenture and the ordinance authorizing such Bonds, so certified, which shall specify:

1. The authorized principal amount, designation, and Series of such Bonds;
2. The purposes for which such Series of Bonds is being issued;
3. The date and the maturity date or dates of the Bonds of such Series;
4. The interest rate or rates of the Bonds of such Series, or the manner of determining such rate or rates, and the Interest Payment Dates and Record Dates therefor;
5. The Authorized Denominations and the manner of dating, numbering, and lettering of the Bonds of such Series;
6. The Registrar and the Paying Agent for the Bonds of such Series;
7. The Redemption Price or Redemption Prices, if applicable, and any redemption dates and terms for the Bonds of such Series not determined herein;
8. The amount and date of each Sinking Fund Installment, if applicable, for Bonds of like maturity of such Series, *provided* that the aggregate of such Sinking Fund Installments shall equal the aggregate principal amount of all such Bonds less the principal amount scheduled to be retired at maturity; and
9. The satisfaction of any additional bonds test under Section 2.04 or Section 2.05 hereof.

D. Such further documents, moneys, and securities as are required by the provisions of this Indenture or any Supplemental Indenture.

After the original issuance of Bonds of a Series, no Bonds of such Series shall be issued except in lieu of or in substitution for other Bonds of such Series pursuant to Article III, Section 4.06 or Section 11.06 hereof.

Section 2.03. The Sales Tax Certificate. The Sales Tax Certificate is authorized by Section 5.05 and Section 5.06 hereof.

Section 2.04. *Additional Bonds for Projects.* Additional Bonds for Project purposes may be issued as follows:

A. One or more Series of Additional Bonds may be authorized and delivered upon original issuance for the purpose of paying costs of the Project. The Additional Bonds of any such Series shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of a certificate of an Authorized Officer:

1. Setting forth the amount of the Sales Tax Revenues for the most recent Fiscal Year for which an audit shall be available which Fiscal Year, however, shall have ended not earlier than 18 months preceding the date of issuance of such Additional Bonds;

2. Setting forth for the current Fiscal Year and each Fiscal Year thereafter, the Annual Debt Service Requirements on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued hereunder;

3. Establishing that the amount shown in subparagraph 1 above shall be not less than 250 percent of the Maximum Annual Debt Service Requirement on account of all Bonds then Outstanding and the Additional Bonds proposed to be issued, but only for those years during which all Bonds then Outstanding shall continue to be Outstanding; and

4. Stating that all required deposits to all Funds and Accounts hereunder are current.

B. The sale proceeds, including accrued interest, of Additional Bonds of each Series shall be applied upon their delivery as follows:

1. There shall be deposited in any Fund or Account under this Indenture the amount, if any, required by the Supplemental Indenture providing for the issuance of such Bonds, provided, however, that sale proceeds of such Additional Bonds to be used to pay interest on such Additional Bonds shall be deposited to the Interest Account; and

2. The remaining balance shall be deposited in the separate account or accounts established in such Supplemental Indenture.

C. Such Additional Bonds may be issued as Current Interest Bonds, Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Serial Bonds or Term Bonds, or any combination thereof, all as provided in the Supplemental Indenture providing for their issuance.

Section 2.05. Refunding Bonds. Refunding Bonds are authorized to be issued as follows:

A. One or more Series of Refunding Bonds may be authenticated and delivered upon original issuance to refund any or all Outstanding Bonds of one or more Series, to refund any Junior Lien Obligations, to pay costs and expenses incident to the issuance of such Refunding Bonds and to make deposits in any Fund or Account under this Indenture as determined by the County in the Supplemental Indenture authorizing such Bonds.

B. Refunding Bonds of a Series to refund Outstanding Bonds shall be authenticated and delivered by the Trustee only upon receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of:

1. Such instructions to the Trustee as necessary to comply with all requirements set forth in Sections 12.01 or 12.02 hereof so that the Bonds to be refunded will be paid or deemed to be paid pursuant to said Sections.

2. Either (a) moneys in an amount sufficient to effect payment of the principal and Redemption Price, if applicable, and interest due and to become due on the Bonds to be refunded on and prior to the redemption date or maturity date thereof, as the case may be, which moneys shall be held by the Trustee, an Escrow Agent or any of the Paying Agents in a separate account irrevocably in trust for and assigned to the respective Owners of the Bonds to be refunded, or (b) Government Obligations in such principal amounts, of such maturities, and bearing interest at such rates as shall be necessary, together with the moneys, if any, deposited with the Trustee or Escrow Agent at the same time, to comply with the provisions of Section 12.02 hereof.

3. A certificate of an Authorized Officer evidencing either that (a) during the term of year that Bonds Outstanding prior to the refunding shall remain Outstanding thereafter, the Annual Debt Service Requirements for any Fiscal Year on account of all Bonds Outstanding, after the issuance of such Refunding Bonds and the redemption or provision for payment of the Bonds to be refunded, shall not exceed the Annual Debt Service Requirements for the corresponding Fiscal Years on account of all the Bonds Outstanding, including the Bonds to be refunded, immediately prior to the issuance of such Refunding Bonds or (b) in the case of a refunding of Outstanding Bonds that does not meet the requirements of the preceding clause (a), satisfaction of the test set forth in Section 2.04A hereof in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be issued under the provisions of this Section, giving effect to the redemption or provision for payment of the Bonds being refunded.

C. Refunding Bonds of a Series issued to refund Junior Lien Obligations or Subordinated Indebtedness shall be authenticated and delivered by the Trustee only upon

receipt by it (in addition to the documents, securities, and moneys required by Section 2.02 hereof) of:

1. A certificate of an Authorized Officer evidencing satisfaction of the test set forth in Section 2.04A in connection with the issuance of Additional Bonds as applied to the Refunding Bonds to be used under the provisions of this Section.

2. A certificate of the trustee then duly appointed or acting under the Supplemental Indenture, indenture, ordinance, or other appropriate instrument securing and authorizing such Junior Lien Obligations or Subordinated Indebtedness or, if there shall be no such trustee, the certificate of an Authorized Officer that (a) provision has been duly made for the redemption or payment at maturity of such Junior Lien Obligations or Subordinated Indebtedness in accordance with the terms thereof, (b) the pledge of Sales Tax Revenues securing such Junior Lien Obligations or Subordinated Indebtedness and all other rights granted by such indenture, ordinance, or instrument shall have been discharged and satisfied, and (c) such trustee or the paying agents for such Junior Lien Obligations or Subordinated Indebtedness hold in trust the moneys or securities, together with investment income thereon, required to effect such redemption or payment.

3. A Counsel's Opinion to the effect that all actions required under the indenture, ordinance, or other appropriate instrument securing and authorizing such Junior Lien Obligations or Subordinated Indebtedness to provide for the redemption or payment of such Junior Lien Obligations or Subordinated Indebtedness have been taken.

D. The sale proceeds, including accrued interest, of Refunding Bonds of each Series shall be applied upon their delivery as follows:

1. There shall be deposited in any Fund or Account under this Indenture the amount, if any, required by the Supplemental Indenture authorizing such Series, including, but not limited to, an amount to be applied to the payment of costs and expenses incident to the issuance of such Refunding Bonds, provided, however, sale proceeds of such Refunding Bonds to be used to pay interest on such Refunding Bonds shall be deposited to the Interest Account.

2. The amount of such proceeds needed for the refunding of the Bonds, Junior Lien Obligations or Subordinated Indebtedness to be refunded and for the payment of expenses incidental to such refunding shall be used for such purposes.

3. Any balance of such proceeds shall be deposited in the Sales Tax Fund for application pursuant to Section 5.04 hereof.

E. Such Refunding Bonds may be issued as Capital Appreciation Bonds, Capital Appreciation and Income Bonds, Current Interest Bonds, Serial Bonds or Term Bonds, or any combination thereof, all as provided in the Supplemental Indenture providing for the issuance thereof.

Section 2.06. Junior Lien Obligations. The County may authorize and issue Junior Lien Obligations from time to time pursuant to Supplemental Indentures for any of the purposes for which Additional Bonds or Refunding Bonds may be issued hereunder. The Junior Lien Obligations shall be payable from Sales Tax Revenues and may be secured by a pledge and assignment of such amounts in the Junior Lien Interest Account, the Junior Lien Principal Account and the Junior Lien Debt Service Reserve Account as may from time to time be available for the purpose of payment thereof as provided in Sections 5.08 through 5.10 hereof, respectively; *provided, however,* that any such pledge and assignment shall be, and shall be expressed to be, subordinate to the pledge of the Trust Estate as security for the Bonds to the extent provided herein. The Junior Lien Obligations shall have such terms and provisions as shall be set forth in the Supplemental Indenture providing for the issuance thereof; *provided, however,* that no holder of a Junior Lien Obligation shall have the right to cause the acceleration of such Junior Lien Obligation in the event of a default thereunder.

ARTICLE III

GENERAL TERMS AND PROVISIONS OF BONDS

Section 3.01. Obligation of Bonds; Medium of Payment, Form and Date; Letters and Numbers. The Bonds shall be payable, with respect to interest, principal, and Redemption Price, in any coin or currency of the United States of America which at the time of payment is legal tender for the payment of public and private debts. Any Bonds of a Series shall be issued only in the form of fully registered Bonds without coupons or, pursuant to the provisions of a Supplemental Indenture, in any other form permitted by law at the time of original issuance, including, but not limited to, Bonds which are transferable through a book-entry system. Each Bond shall be lettered and numbered as provided in this Indenture or the Supplemental Indenture authorizing the Series of which such Bond is a part and so as to be distinguished from every other Bond. Bonds shall be dated as provided in this Indenture or the Supplemental Indenture authorizing the Bonds of such Series.

Section 3.02. Legends. The Bonds of each Series may contain or have endorsed thereon such provisions, specifications and descriptive words not inconsistent with the provisions of this Indenture as may be necessary or desirable to comply with custom, law, the rules of any securities exchange or County or brokerage board, or otherwise, as may be determined by the County or the Trustee prior to the authentication and delivery thereof.

Section 3.03. Execution and Authentication. The Bonds shall be executed in the name of the County by the manual or facsimile signature of the Chairman of the Board and attested with the manual or facsimile signature of the County Clerk of the County, with its corporate seal (or a facsimile thereof) impressed, imprinted, engraved or otherwise reproduced thereon. In case any one or more of the officers who shall have signed or sealed any of the Bonds shall cease to be

such officer before the Bonds so signed and sealed shall have been authenticated and delivered by the Trustee, such Bonds may, nevertheless, be authenticated and delivered as herein provided, and may be issued as if the persons who signed or sealed such Bonds had not ceased to hold such offices. Any Bond may be signed and sealed on behalf of the County by such persons who at the time of the execution of such Bond shall hold the proper office in the County, although at the date of such Bond such persons may not have been so authorized or have held such office. The Bonds shall bear a certificate of authentication, in the form set forth in the Supplemental Indenture authorizing such Bonds, executed manually by the Trustee. Only such Bonds as shall bear such certificate of authentication shall be entitled to any right or benefit under this Indenture, and no such Bond shall be valid or obligatory for any purpose until such certificate of authentication shall have been duly executed by the Trustee. Such certificate of the Trustee upon any such Bond executed on behalf of the County shall be conclusive evidence that the Bond so authenticated has been duly authenticated and delivered under this Indenture and that the Owner thereof is entitled to the benefits of this Indenture.

Section 3.04. Interchangeability of Bonds. Subject to the provisions of Section 3.06 hereof, any Bond, upon surrender at the principal office of the Registrar with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney, may, at the option of the Owner and upon payment of any charges which the Trustee may make as provided in Section 3.06, be exchanged for an equal aggregate principal amount of fully registered Bonds of the same Series and maturity and tenor of any other Authorized Denominations.

Section 3.05. Negotiability, Transfer and Registration. Each Bond shall be transferable only upon the registration books of the County, which shall be kept for that purpose by the Registrar, by the Owner in person or by its attorney duly authorized in writing, upon surrender thereof with a written instrument of transfer satisfactory to the Registrar, duly executed by the Owner or its duly authorized attorney. Upon the transfer of any such Bond, the County shall issue in the name of the transferee a new Bond or Bonds in Authorized Denominations of the same aggregate principal amount, Series and maturity as the surrendered Bond. The County and each Fiduciary may deem and treat the person in whose name any Bond shall be registered upon the registration books of the County as the absolute owner of such Bond, whether such Bond shall be overdue or not, for the purpose of receiving payment of, or on account of, the principal and Redemption Price, if any, of and interest on such Bond and for all other purposes, and all such payments so made to any such Owner or upon its order shall be valid and effectual to satisfy and discharge the liability upon such Bond to the extent of the sum or sums so paid, and neither the County nor any Fiduciary shall be affected by any notice to the contrary.

Section 3.06. Provisions with Respect to Exchanges and Transfers. In all cases in which the privilege of transferring or exchanging Bonds is exercised, the County shall execute and the Trustee shall authenticate and deliver Bonds in accordance with the provisions of this Indenture. All Bonds surrendered in any such exchanges shall forthwith be cancelled by the Trustee. For any exchange or transfer of Bonds, the County, the Trustee or the Registrar may make a charge sufficient to reimburse it for any tax, fee, or other governmental charge required to be paid. The Registrar and the Trustee shall not be required to make any registration, transfer or exchange of any Bond during the period between each Record Date and the next succeeding Interest Payment

Date of such Bond, or after such Bond has been called for redemption or, in the case of any proposed redemption of Bonds, during the 15 days next preceding the date of first giving notice of such redemption.

Section 3.07. Bonds Mutilated, Destroyed, Stolen, or Lost. In case any Bonds shall become mutilated, the County shall execute, and thereupon the Trustee shall authenticate and deliver, a new Bond of like Series, maturity, and principal amount as the Bonds so mutilated, in exchange and substitution for such mutilated Bond, upon surrender and cancellation of such mutilated Bond. A replacement Bond shall be issued for any Bond lost, destroyed, or defaced in accordance with the requirements of the Illinois Bond Replacement Act.

ARTICLE IV

REDEMPTION OF BONDS

Section 4.01. Privilege of Redemption and Redemption Price. Bonds subject to redemption prior to maturity pursuant to this Indenture or a Supplemental Indenture shall be redeemable upon notice given as provided in this Article IV at such times, at such Redemption Prices, and upon such terms, in addition to the terms contained in this Article IV, as may be specified in this Indenture or in the Supplemental Indenture authorizing such Series.

Section 4.02. Redemption at the Election or Direction of the County. In the case of any redemption of Bonds at the election or direction of the County, the County shall give written notice to the Trustee of its election or direction so to redeem, of the date fixed for redemption, of the Series, and of the principal amounts of the Bonds of each maturity of such Series to be redeemed. Such notice shall be given as soon as practicable after the action by the Board to provide for such redemption has been taken and at least 45 days prior to the specified redemption date or such shorter period as shall be acceptable to such Trustee. In the event notice of redemption shall have been given as in Section 4.05 provided, there shall be paid on or prior to the specified redemption date to such Trustee an amount in cash or Government Obligations maturing on or before the specified redemption date which, together with other moneys, if any, available therefor held by such Trustee, will be sufficient to redeem all of the Bonds to be redeemed on the specified redemption date at their Redemption Price plus interest accrued and unpaid to the redemption date; such amount and moneys shall be held in a separate, segregated account for the benefit of the Owners of the Bonds so called for redemption.

Section 4.03. Redemption Otherwise Than at County's Election or Direction. Whenever by the terms of this Indenture the Trustee is required or authorized to redeem Bonds otherwise than at the election or direction of the County, the Trustee shall select the Bonds to be redeemed, give the notice of redemption, and pay the Redemption Price thereof, plus interest accrued and unpaid to the redemption date, in accordance with the terms of Articles IV and V to the extent applicable.

Section 4.04. Selection of Bonds to Be Redeemed. Unless otherwise provided by Supplemental Indenture, if less than all of the Bonds of like maturity of any Series shall be called for prior redemption, the particular Bonds or portion of Bonds to be redeemed shall be

selected at random by the Trustee in such manner as the Trustee in its discretion may deem fair and appropriate; *provided, however*, that the portion of any Bond of a denomination of more than the minimum Authorized Denomination for the Bonds of such Series to be redeemed shall be in the principal amount of an Authorized Denomination for the Bonds of such Series and that, in selecting portions of such Bonds for redemption, the Trustee shall treat each such Bond as representing that number of Bonds of said minimum Authorized Denomination which is obtained by dividing the principal amount of such Bond to be redeemed in part by said minimum Authorized Denomination. If all Bonds of any Series are held in book-entry only form, the particular Bonds or portions thereof of such Series to be redeemed shall be selected by the securities depository for such Series of Bonds in such manner as such securities depository shall determine.

Section 4.05. Notice, Conditional Notice, and Other Provisions of Redemption. Notice of Redemption and Conditional Notice of Redemption shall be given as follows:

A. *Notice.* When the Trustee shall receive notice from the County of its election or direction to redeem Bonds pursuant to Section 4.02, and when redemption of Bonds is authorized or required pursuant to Section 4.03, the Trustee shall give notice, in the name of the County, of the redemption of such Bonds, which notice shall specify the Series and maturities of the Bonds to be redeemed, the redemption date and the place or places where amounts due upon such redemption will be payable and, if fewer than all of the Bonds of any like Series and maturity are to be redeemed, the letters and numbers or other distinguishing marks of such Bonds so to be redeemed, and, in the case of Bonds to be redeemed in part only, such notice shall also specify the respective portions of the principal amount thereof to be redeemed. Such notice shall further state that on such date there shall become due and payable the Redemption Price of each Bond to be redeemed, or the Redemption Price of the specified portions of the principal thereof in the case of Bonds to be redeemed in part only, together with interest accrued to the redemption date, and that from and after such date interest thereon shall cease to accrue and be payable. The Trustee shall mail copies of such notice by first-class mail, postage prepaid, not less than 30 days before the date fixed for redemption, to the Owners of the Bonds to be redeemed at their addresses as shown on the registration books of the County maintained by the Registrar. If the Trustee mails notices of redemption as herein provided, notice shall be conclusively presumed to have been given to all Owners.

B. *Conditional Notice.* With respect to an optional redemption of any Bonds, unless moneys sufficient to pay the Redemption Price of the Bonds to be redeemed shall have been received by the Trustee prior to the giving of such notice of redemption, such notice may, at the option of the County, state that said redemption shall be conditional upon the receipt of such moneys by the Trustee on or prior to the redemption date. If such moneys are not received, such notice shall be of no force and effect, the County shall not redeem such Bonds and the Trustee shall give notice, in the same manner in which the notice of redemption was given, that such moneys were not so received and that such Bonds will not be redeemed.

Section 4.06. Payment of Redeemed Bonds. Notice having been given in the manner provided in Section 4.05, and subject to the express provisions as to conditional notice of redemption, the Bonds or portions thereof so called for redemption shall become due and payable on the date fixed for redemption at the Redemption Price, plus interest accrued and unpaid to such date; and, upon presentation and surrender thereof at any place specified in such notice, such Bonds, or portions thereof, shall be paid at the Redemption Price, plus interest accrued and unpaid to such date. If there shall be called for redemption less than all of a Bond, the County shall execute and the Trustee shall authenticate and the appropriate Fiduciary shall deliver, upon the surrender of such Bond, without charge to the Owner thereof, for the unredeemed balance of the principal amount of the Bond so surrendered, fully registered Bonds of like Series and maturity in any Authorized Denominations. If, on the redemption date, moneys for the redemption of all the Bonds or portions thereof of any like Series and maturity to be redeemed, together with interest to such date, shall be held by such Trustee so as to be available therefor on said date and if notice of redemption shall have been given as aforesaid, then, from and after the redemption date, interest on the Bonds or portions thereof of such Series and maturity so called for redemption shall cease to accrue and become payable. If said moneys shall not be so available on the redemption date, such Bonds or portions thereof shall continue to bear interest until paid at the same rate as they would have borne had they not been called for redemption.

ARTICLE V

REVENUES AND ESTABLISHMENT OF FUNDS AND APPLICATIONS THEREOF

Section 5.01. The Pledge Effected by This Indenture. The County pledges Sales Tax Revenues and a lien thereon is hereby granted as follows:

A. The County pledges for the payment of the principal and Redemption Price of and interest on the Bonds and Junior Lien Obligations in accordance with their terms and the provisions of this Indenture, and a lien is hereby granted for such purpose, subject only to the provisions of this Indenture permitting or requiring the application thereof for the purposes and on the terms and conditions set forth in this Indenture, (a) the Sales Tax Revenues, (b) amounts on deposit in all Funds and Accounts established by this Indenture, and (c) any and all other moneys, securities and property furnished from time to time to the Trustee by the County or on behalf of the County or by any other persons to be held by the Trustee under the terms of this Indenture; *provided*, that the application of Sales Tax Revenues to the payment of debt service on any Junior Lien Obligations is expressly limited to the extent provided in this Indenture.

B. The Sales Tax Revenues and the other moneys, securities and property hereby pledged shall immediately be subject to the lien and pledge hereof without any physical delivery or further act, and the lien and pledge hereof shall be valid and binding as against all parties having claims of any kind in tort, contract, or otherwise against the County irrespective of whether such parties have notice hereof.

C. The Sales Tax Certificate does not represent or constitute a debt of the County or of the State within the meaning of any constitutional or any statutory limitation or a pledge of the faith and credit of the County or the State or grant to the Owners thereof any right to have the County or the General Assembly of the State levy any taxes or appropriate any funds for the payment of the principal of or interest on the Series 2018 Bonds. In order to enhance the security of the Series 2018 Bonds and pursuant to Section 13 of the Debt Reform Act, Sales Tax Revenues are pledged to the payment of principal of and interest on the Series 2018 Bonds, as evidenced by the Sales Tax Certificate.

Section 5.02. Establishment of Sales Tax Fund and Accounts. The Sales Tax Fund and the following Accounts within the Sales Tax Fund are hereby established:

- A. Interest Account;
- B. Principal Account;
- C. Debt Service Reserve Account;
- D. Junior Lien Interest Account;
- E. Junior Lien Principal Account; and
- F. Junior Lien Debt Service Reserve Account.

The Accounts established within the Sales Tax Fund pursuant to this Section 5.02 shall be held by the County or the Trustee as provided below in Section 5.04.

Section 5.03. Project Fund. The Project Fund is hereby established, which Project Fund shall be held as a separate, segregated fund by the County in any Depository. There shall be paid into the Project Fund the amounts required to be so paid by the provisions of any Supplemental Indenture, and may be paid into the Project Fund, at the option of the County, moneys determined to be so applied by the County.

Section 5.04. Sales Tax Fund. The County and the Trustee shall hold and maintain the Sales Tax Fund and the Accounts of such fund as follows:

- A. All Sales Tax Revenues received by the County shall be deposited by the County on a daily basis, if practicable, but in no event more than five Business Days after receipt thereof by the County, into the Sales Tax Fund, which shall be held by the County in one or more Depositories.

B. On or before the last Business Day of each month, the County shall withdraw available amounts from the Sales Tax Fund and transfer or apply such amounts, together with any other lawfully available funds of the County which the County in its sole discretion determined to so apply, as follows and in the following order of priority:

1. To the credit of the Interest Account, to be held and maintained by the Trustee, an amount equal to (a) any interest then due and unpaid on Outstanding Bonds plus (b) the Interest Requirement, less (c) any amounts then on deposit to the credit of said Account;

2. To the credit of the Principal Account, to be held and maintained by the Trustee, an amount equal to (a) any Principal due and unpaid on Outstanding Bonds plus (b) the Principal Requirement, less (c) any amounts then on deposit to the credit of the Principal Account;

3. To the credit of the Debt Service Reserve Account, to be held and maintained by the Trustee, the Debt Service Reserve Deposit Requirement, if any;

4. To the credit of the Junior Lien Interest Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations;

5. To the credit of the Junior Lien Principal Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations;

6. To the credit of the Junior Lien Debt Service Reserve Account, to be held and maintained by the Trustee, the amounts as shall be required pursuant to Supplemental Indentures authorizing Junior Lien Obligations; and

7. To any lawful corporate purpose of the County, the balance of such amounts in the Sales Tax Fund after depositing or allocating all amounts required to be deposited to the credit of the above Accounts.

Section 5.05. Interest Account. The Trustee shall pay to the respective Paying Agents in Current Funds out of the Interest Account on or before each Interest Payment Date for any of the Outstanding Bonds (other than the Series 2018 Bonds) the amount required for the interest payable on such date and shall further pay such amounts from this Account as are permitted pursuant to Section 5.06. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. If notified by the Toll Bridge Trustee not earlier than the fifth Business Day, and not later than the third Business Day, next preceding any Interest Payment Date on the Series 2018 Bonds that the aggregate amount then on deposit in the Toll Bridge Fund and available to pay the interest on the Series 2018 Bonds is less than the amount required for payment of such interest due on such Interest Payment Date, the Trustee shall pay to the Toll Bridge Trustee in Current Funds out of the Interest Account on the second Business Day next preceding such Interest Payment Date the

difference between (i) the amount then on deposit in Toll Bridge Fund and available to pay the interest on the Series 2018 Bonds and (ii) the amount required for payment of such interest due on such Interest Payment Date. To evidence the right of the Toll Bridge Trustee to be paid Sales Tax Revenues on deposit in the Sales Tax Fund in accordance with this Section, at delivery of the Series 2018 Bonds, the Sales Tax Certificate shall be delivered to, and registered in the name of, the Toll Bridge Trustee. The Sales Tax Certificate shall be in substantially the form set forth in *Exhibit A* attached hereto and by reference made a part hereof with such variations, omissions, or insertions as are required or permitted by this Indenture.

On the Business Day next succeeding any Interest Payment Date on the Series 2018 Bonds, funds then on deposit in the Interest Account in an amount equal to the difference between (i) the amount required for payment of such interest due on such Interest Payment Date and (ii) the amount of funds paid to the Toll Bridge Trustee from the Interest Account as provided above shall be withdrawn from the Interest Account and paid to the County free and clear of the lien of this Indenture, such funds to be held by the County in any Depository and applied for any lawful corporate purpose of the County.

Section 5.06. Principal Account. The Trustee shall pay to the respective Paying Agents in Current Funds out of the Principal Account on or before each Principal Payment Date an amount equal to the principal amount of the Outstanding Bonds (other than the Series 2018 Bonds), if any, which mature on such date and, further, out of the Principal Account on or before each Principal Payment Date occasioned by redemption of Outstanding Bonds from Sinking Fund Installments the amount required for the payment of the Redemption Price of such Outstanding Bonds then to be redeemed. Such amounts shall be paid to the Owners of the Outstanding Bonds by the Paying Agents for the aforesaid purposes on the due dates thereof. The Trustee shall also pay out of the Principal Account such additional amounts, if available, permitted to be paid out to the County pursuant to paragraph D of this Section 5.06. Amounts in the Principal Account available for the payment of Sinking Fund Installments shall be applied to the purchase or redemption of Bonds (other than the Series 2018 Bonds) as follows:

A. Amounts deposited to the credit of the Principal Account to be used in satisfaction of any Sinking Fund Installment may, and if so directed by the County shall, be applied by the Trustee, on or prior to the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, to the purchase of Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established. That portion of the purchase price attributable to accrued interest shall be paid from the Interest Account. All such purchases of Outstanding Bonds shall be made at prices not exceeding the applicable sinking fund Redemption Price of such Bonds plus accrued interest, and such purchases shall be made in such manner as the County shall determine. The principal amount of any Bonds so purchased shall be deemed to constitute part of the Principal Account until the Principal Payment Date on which such Sinking Fund Installment is due for the purpose of calculating the amount on deposit in such Account.

B. At any time up to the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the County may purchase

with any available funds Outstanding Bonds of the Series and of the maturity for which such Sinking Fund Installment was established and surrender such Bonds to the Trustee at any time up to said date.

C. After giving effect to the Outstanding Bonds purchased by the Trustee and Outstanding Bonds surrendered by the County as described in paragraphs A and B above, which shall be credited against the Sinking Fund Installment at the applicable sinking fund Redemption Price thereof, and as soon as practicable after the forty-fifth day next preceding the next Principal Payment Date on which a Sinking Fund Installment is due, the Trustee shall proceed to call for redemption on such Principal Payment Date Outstanding Bonds of the Series and maturity for which such Sinking Fund Installment was established in such amount as shall be necessary to complete the retirement of the unsatisfied portion of such Sinking Fund Installment. The Trustee shall pay out of the Principal Account (after transfers thereto from the Debt Service Reserve Account, if required) to the appropriate Paying Agents, on or before the day preceding such redemption date, the Redemption Price required for the redemption of the Outstanding Bonds so called for redemption, and such amount shall be applied by such Paying Agents to such redemption.

D. After making the payments as provided in the preceding paragraph C of this Section, the Trustee shall pay out of the Interest Account and the Principal Account to the County on the next scheduled Principal Payment Date on which a Sinking Fund Installment is due the lesser of (1) the applicable sinking fund Redemption Price of and accrued interest on such Outstanding Bonds surrendered by the County for such date or (2) the amounts remaining to the credit of the Interest Account and the Principal Account in excess of the amounts required to be on deposit to the credit thereof.

E. If the principal amount of Outstanding Bonds retired pursuant to this subsection through application of amounts in satisfaction of any Sinking Fund Installment shall exceed such Sinking Fund Installment, or in the event of the purchase or redemption from moneys other than from the Principal Account of Outstanding Bonds of any Series and maturity for which Sinking Fund Installments have been established, such excess or the principal amount of Outstanding Bonds so purchased or redeemed, as the case may be, shall be credited toward future scheduled Sinking Fund Installments either (1) in the order of their due dates or (2) in such order as the County establishes in a certificate signed by an Authorized Officer and delivered to the Trustee not more than 45 days after the payment in excess of such Sinking Fund Installment.

On each Principal Payment Date, the Trustee shall determine the amount, if any, remaining in the Principal Account after all requirements for the payment of principal of the Bonds (other than the Series 2018 Bonds) on such Principal Payment Date have been satisfied. Any such amount shall be transferred promptly from the Principal Account into the Sales Tax Fund and applied pursuant to Section 5.04B hereof, *provided, however*, that no amounts derived from the investment of moneys in the Principal Account shall be so transferred but shall be retained therein.

If notified by the Toll Bridge Trustee not earlier than the fifth Business Day, and not later than the third Business Day, next preceding any Principal Payment Date on the Series 2018 Bonds that the aggregate amount then on deposit in the Toll Bridge Fund and available to pay Principal on the Series 2018 Bonds is less than the amount required for payment of such Principal due on such Principal Payment Date, the Trustee shall pay to the Toll Bridge Trustee in Current Funds out of the Principal Account on the second Business Day next preceding such Principal Payment Date the difference between (i) the amount then on deposit in Toll Bridge Fund and available to pay Principal on the Series 2018 Bonds and (ii) the amount required for payment of such Principal due on such Principal Payment Date. To evidence the right of the Toll Bridge Trustee to be paid Sales Tax Revenues on deposit in the Sales Tax Fund in accordance with this Section, at delivery of the Series 2018 Bonds, the Sales Tax Certificate shall be delivered to, and registered in the name of, the Toll Bridge Trustee.

On the Business Day next succeeding any Principal Payment Date on the Series 2018 Bonds, funds then on deposit in the Principal Account in an amount equal to the difference between (i) the amount required for payment of such Principal due on such Principal Payment Date and (ii) the amount of funds paid to the Toll Bridge Trustee from the Principal Account as provided above shall be withdrawn from the Principal Account and paid to the County free and clear of the lien of this Indenture, such funds to be held by the County in any Depository and applied for any lawful corporate purpose of the County.

Section 5.07. Debt Service Reserve Account.

A. The Trustee shall deposit to the credit of the Debt Service Reserve Account such proceeds of the sale of Bonds, if any, as shall be prescribed in the Supplemental Indenture authorizing the issuance of such Bonds.

B. If on any Interest Payment Date or Principal Payment Date the aggregate amount to the credit of the Interest Account or the Principal Account shall be less than the amount required to pay such interest or Principal due on the Outstanding Bonds, the Trustee shall apply amounts from the Debt Service Reserve Account to the extent necessary to make good the deficiency, in the following order of priority: first, to the credit of the Interest Account and then to the credit of the Principal Account.

C. Whenever the amount to the credit of the Debt Service Reserve Account shall exceed the then-applicable Debt Service Reserve Account Requirement, the Trustee shall (1) transfer the amount of any such excess attributable to the investment of moneys on deposit in the Debt Service Reserve Account to the Interest Account and (2) at the written direction of an Authorized Officer, promptly transfer the amount of such excess derived from any source other than investment earnings to the Sales Tax Fund to be applied pursuant to Section 5.04B hereof, *provided, however*, that upon the written direction of an Authorized Officer, the Trustee shall promptly transfer all or any portion of the amount of such excess, from whatever source derived, as specified in such direction to a refunding or defeasance escrow established pursuant to Article XII hereof.

D. The County may satisfy the Debt Service Reserve Account Requirement as set forth below:

1. In lieu of the required deposits into the Debt Service Reserve Account, the County may cause to be deposited into such Debt Service Reserve Account a surety bond, an insurance policy, a letter of credit or other credit facility (any such instrument referred to herein as a “*Debt Reserve Credit Facility*”) which, in each case, shall be in an amount equal to the difference between the Debt Service Reserve Account Requirement and the sums then on deposit to the credit of such Debt Service Reserve Account, if any. Any Debt Service Credit Facility shall be payable to the Trustee for the equal and ratable benefit of all of the Owners of the Outstanding Bonds on any date on which moneys shall be required to be withdrawn from such Debt Service Reserve Account and applied to the payment of the Principal of or interest on any such Bonds which withdrawal cannot be met by any cash on deposit to the credit of such Debt Service Reserve Account. The insurer providing such surety bond or insurance policy shall be an insurer whose municipal bond insurance policies insuring the payment, when due, of the principal of and interest on municipal bond issues results in such issues being rated in either of the two highest rating categories by any of the Rating Agencies, or any insurer who holds either of the two highest policyholder ratings accorded insurers by any of the Rating Agencies. The letter of credit issuer shall be a bank or trust company and any other credit facility issuer shall be a company or other legal entity which is rated in either of the two highest rating categories by any of the Rating Agencies, and the letter of credit or other credit facility itself shall be rated in either of the two highest categories of each of such Rating Agencies. If a disbursement is made pursuant to any Debt Reserve Credit Facility pursuant to this subparagraph, the County shall be obligated either (a) to reinstate the maximum limits of such Debt Reserve Credit Facility in accordance with the terms thereof or (b) to deposit to the credit of the Debt Service Reserve Account, funds in the amount of the disbursement made under such Debt Reserve Credit Facility, or a combination of such alternatives, as shall provide that the amount to the credit of such Debt Service Reserve Account equals the Debt Service Reserve Account Requirement within a time period not longer than would have been required to restore such Debt Service Reserve Account by operation of Section 5.04B3 hereof.

2. In the event that any Debt Reserve Credit Facility deposited with the Trustee as provided in subparagraph 1 above is withdrawn by the issuer thereof or expires and is not renewed, the County shall fund the resulting deficiency with respect to the Debt Service Reserve Account Requirement (a) by depositing in the Debt Service Reserve Account a new Debt Reserve Credit Facility meeting the requirements of subparagraph 1 above or (b) by funding the Debt Service Reserve Account from Sales Tax Revenues as provided in Section 5.04B3 hereof.

E. Whenever the amount to the credit of the Debt Service Reserve Account, together with the aggregate amount to the credit of the Interest Account and the Principal Account, are sufficient to pay all Outstanding Bonds in accordance with their terms, the funds on deposit to the credit of the Debt Service Reserve Account shall be transferred to the Interest Account and the Principal Account.

Section 5.08. Junior Lien Interest Account. Moneys to the credit of the Junior Lien Interest Account shall be applied to the payment of the interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof. At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Interest Account amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Sales Tax Revenues.

Section 5.09. Junior Lien Principal Account. Moneys to the credit of the Junior Lien Principal Account shall be applied to the payment of the principal and sinking fund requirements of each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof. At any time and from time to time, the County may pay to the Trustee for deposit into the Junior Lien Principal Account amounts received from the proceeds of Junior Lien Obligations or amounts received from sources other than Sales Tax Revenues.

Section 5.10. Junior Lien Debt Service Reserve Account. The Junior Lien Debt Service Reserve Account shall be funded and moneys therein applied to the payment of the principal of and interest on each issue of Junior Lien Obligations in accordance with the provisions of, and subject to the priorities and limitations and restrictions provided in, the respective Supplemental Indentures authorizing the issuance thereof.

Section 5.11. Subordinated Indebtedness. Nothing in this Indenture shall prohibit or prevent or be deemed or construed to prohibit or prevent the County (to the extent now or hereafter permitted by law) from issuing bonds, notes, certificates, warrants or other evidences of indebtedness, payable as to principal and interest from Sales Tax Revenues remaining in the Sales Tax Fund pursuant to Section 5.04B7 for any one or more of the purposes for which Bonds may be issued under this Indenture.

Section 5.12. Excess Funds Held by the Trustee; Creation of Additional Accounts. In the event that for any reason the Trustee shall hold moneys in excess of that amount required to be held by the Trustee in all of the various accounts held by the Trustee, such moneys shall be held by the Trustee in an account designated the "Temporary Excess Sales Tax Funds Account of the Trustee" and shall be deemed to be held as part of the unallocated balance of the Sales Tax Fund. It shall be available for transfer to the County for transfer and deposit to the Sales Tax Fund as provided in Section 6.03B. The Trustee shall, at the written request of the County, establish such additional Accounts within any of the Funds established under this Indenture as shall be specified in such written request for the purpose of enabling the County to identify or account for more precisely the sources, timing, and amounts of transfers or deposits into such Funds and Accounts, the amounts on deposit in or credited to such Funds and Accounts as of any date or

dates of calculation, and the sources, timing, and amounts of transfers, disbursements or withdrawals from such Funds or Accounts; but the establishment of any such additional Accounts shall not alter or modify in any manner or to any extent any of the requirements of this Indenture with respect to the deposit or use of moneys in any Fund or Account established hereunder.

ARTICLE VI

DEPOSITORIES, SECURITY FOR DEPOSITS, AND INVESTMENTS OF FUNDS

Section 6.01. Depositories. All moneys held by the Trustee under the provisions of this Indenture shall be deposited with one or more Depositories (designated by the County) in the name of and in trust for the Trustee. All moneys administered by the County under this Indenture shall be deposited in one or more Depositories (designated by the County) in the name of the County. All moneys deposited under the provisions of this Indenture with the Trustee, the County or any Depository shall be held in trust and applied only in accordance with the provisions of this Indenture, and each of the Funds and Accounts established by this Indenture shall be a trust fund.

Section 6.02. Deposits. All moneys held by any Depository under this Indenture may be placed on demand or time deposit, as directed by the Treasurer, *provided* that such deposits shall permit the moneys so held to be available for use when needed. Any such deposit may be made in the commercial banking department of any Fiduciary which may honor checks and drafts on such deposit as if it were not a Fiduciary. All moneys held by a Fiduciary may be deposited in its banking department on demand or, if and to the extent directed by the Treasurer, on time deposit, *provided* that such moneys on deposit be available for use when needed. Such Fiduciary shall allow and credit on such moneys such interest, if any, as it customarily allows upon similar funds of similar size. All moneys on deposit to the credit of the Interest Account, the Principal Account and the Debt Service Reserve Account, not otherwise secured by deposit insurance shall be continuously and fully secured by the Trustee for the benefit of the County and the Owners of the Bonds by lodging with the Trustee, as collateral security, Government Obligations having a market value (exclusive of accrued interest) of not less than the amount of such moneys. All other moneys held for the County under this Indenture shall be continuously and fully secured for the benefit of the County and the Owners of the Bonds in the same manner as provided by the County for similar funds of the County.

Section 6.03. Investment of Certain Moneys; Use of Excess Balances in Accounts; Valuations. The following investment provisions shall apply:

A. Moneys held in the Interest Account, the Principal Account and the Debt Service Reserve Account shall be invested and reinvested by the Trustee at the direction of the Treasurer confirmed in writing to the fullest extent practicable in Government Obligations or Agency Obligations which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts; but no moneys in the Debt Service Reserve Account shall be invested in any Government Obligations or Agency Obligations maturing more than 10 years from the date of such investment.

Amounts in the Sales Tax Fund may be invested in Investment Securities which mature within one year but no later than necessary to provide moneys when needed for payments from such Fund. Moneys held in any separate, segregated account of the Project Fund held by the County in a Depository may be invested and reinvested by the County at the direction of the Treasurer in Investment Securities which mature no later than necessary to provide moneys when needed for payments to be made from such Accounts. Nothing contained in this Indenture shall be construed to prevent the Treasurer from directing the Trustee to make any such investments or reinvestments through the use of a Forward Supply Contract, to the extent permitted by Illinois law, and the Trustee shall comply with the terms and provisions of any such Forward Supply Contract. Notwithstanding any other provisions of this Indenture to the contrary, the County shall deposit any moneys received as an upfront payment pursuant to any Forward Supply Contract to the credit of such Account established hereunder, to be applied to any of the purposes permitted for moneys so deposited into any such Account, as shall be determined by the Treasurer and any other Authorized Officer.

B. Moneys held in two or more Funds or Accounts may be jointly invested in one or more Investment Securities, *provided* that such investment complies with all the terms and conditions hereof relating to the investment of moneys in such Funds or Accounts, as the case may be, and the Trustee and the County maintain books and records as to the allocation of such investment as among such Funds or Accounts. Investment income from investments held in the various Funds or Accounts shall, first, remain in and be a part of the respective Funds and Accounts in which such investments are held, except as otherwise provided in this Indenture. At any time that any Account shall have a credit balance equal to or greater than the amount then required, all investment income or profit available in excess of such required balance may be transferred at the direction of the Treasurer or other Authorized Officer as of the last day of any month and shall be transferred as of the last day of each Fiscal Year to the Sales Tax Fund.

C. Notwithstanding any other provisions of this Indenture to the contrary, all investments made under this Indenture shall be consistent with the expectations expressed in any certificate related to tax-exemption executed on behalf of the County and filed with the Trustee with respect to any Series of Bonds issued under this Indenture.

D. Investment Securities in any Fund or Account created under the provisions of this Indenture shall be deemed at all times to be part of such Fund or Account and any profit realized from the liquidation of such investment shall be credited to such Fund or Account and any loss resulting from liquidation of such investment shall be charged to such Fund or Account.

E. Valuations of Investment Securities held in the Funds and Accounts established hereunder shall be made by the County as often as may be necessary to determine the amounts held therein, except that valuations of Government Obligations held in the Interest Account, the Principal Account and the Debt Service Reserve Account shall be made at least once a year on such dates as shall be determined by the

County. In computing the amounts in such Funds and Accounts, Investment Securities therein shall be valued as provided in paragraph F below.

F. The value of Investment Securities shall be calculated as follows:

1. As to investments the bid and asked prices of which are published on a regular basis in *The Wall Street Journal* (or, if not there, then in *The New York Times*), the average of the bid and asked prices for such investments so published on or most recently prior to such time of determination;

2. As to investments the bid and asked prices of which are not published on a regular basis in *The Wall Street Journal* or *The New York Times*, the average bid price at such time of determination for such investments by any two nationally recognized government securities dealers (selected by the Trustee in its absolute discretion) at the time making a market in such investments or the bid price published by a nationally recognized pricing service;

3. As to certificates of deposit and bankers' acceptances, the face amount thereof, plus accrued interest;

4. As to SLGS, at par; and

5. As to any investment not specified above, the fair market value thereof.

G. Except as otherwise provided in this Indenture, the Trustee at the direction of the Treasurer shall sell at the best price obtainable, or present for redemption, any Investment Security held in any Fund or Account held by the Trustee whenever it shall be necessary to provide moneys to meet any payment or transfer from such Fund or Account as the case may be. The Trustee and the County shall not be liable or responsible for making any such investment in the manner provided above or for any loss resulting from any such investment.

ARTICLE VII

PARTICULAR COVENANTS AND REPRESENTATIONS OF THE COUNTY

Section 7.01. Payment of Bonds. The County covenants and agrees that it will pay or cause payment to be made of the principal at maturity and Redemption Price, if any, of every Outstanding Bond, whether a Serial Bond or a Term Bond, and the interest thereon, at the places, on the dates, and in the manner provided in this Indenture and in the Bonds. The County further covenants and agrees that it will make deposits to meet all Sinking Fund Installments for the Series 2018 Bonds and for each other Series of Bonds for which Sinking Fund Installments are established in accordance with and subject to the provisions of this Indenture and each Supplemental Indenture.

Section 7.02. Extension of Payment of Bonds. If the maturity of any Bond or installment of interest shall be extended pursuant to the written consent of the Owner thereof, such Bond or installment of interest shall not be entitled, in case of any default under this Indenture, to the benefit of this Indenture or to payment out of Sales Tax Revenues or Funds and Accounts established by this Indenture or moneys held by Fiduciaries or Depositories (except moneys held in trust for the payment of such Bond or installment of interest) until the prior payment of the principal of all Bonds Outstanding the maturity of which has not been extended and of such portion of the accrued interest on the Bonds as shall not be represented by such extended claims for interest. Nothing herein shall be deemed to limit the right of the County to issue Refunding Bonds and such issuance shall not be deemed to constitute an extension of maturity of Bonds.

Section 7.03. Offices for Servicing Bonds. The County shall at all times maintain one or more Paying Agents and Registrars in Chicago, Illinois, or in New York, New York, where Bonds may be presented for payment and where Bonds may be presented for registration, transfer, or exchange.

Section 7.04. Further Assurance. At any and all times the County shall, as far as it may be authorized by law, pass, make, do, execute, acknowledge and deliver all and every such further indentures, acts, deeds, conveyances, assignments, transfers, and assurances as may be necessary or desirable for the better assuring, conveying, granting, pledging, assigning, and confirming, all and singular, the rights, revenues, and other moneys, securities and funds hereby pledged or assigned or which the County may become bound to pledge or assign.

Section 7.05. Power to Issue Bonds and Pledge Sales Tax Revenues and Other. The County is duly authorized under all applicable laws, to issue the Bonds and to execute and deliver this Indenture and to pledge the Sales Tax Revenues and other moneys, securities, and funds pledged by this Indenture and to grant the lien granted by this Indenture thereon in the manner and to the extent provided in this Indenture. Except as provided in Section 9.06, the Sales Tax Revenues and other moneys, securities and funds so pledged, and subject to such lien, are and will be free and clear of any pledge, lien, charge or encumbrance thereon or with respect thereto prior to, or of equal rank with, the pledge and lien created by this Indenture, except as otherwise permitted by this Indenture; and all action on the part of the County to that end has been and will be duly and validly taken. The Bonds and the provisions of this Indenture are and will be valid and legally enforceable obligations of the County in accordance with their terms and the terms of this Indenture, except to the extent enforceability may be limited by bankruptcy, insolvency, and other laws affecting conditions, rights, or remedies and the availability of equitable remedies generally. The County covenants that upon the date of issuance of any of the Bonds, all conditions, acts, and things required by the Constitution and laws of the State and this Indenture to exist, to have happened, and to have been performed precedent to or in the issuance of such Bonds shall exist, have happened, and have been performed. The County shall at all times, to the extent permitted by law, defend, preserve, and protect the pledge of and lien on the Sales Tax Revenues and other moneys, securities, and funds pledged under this Indenture and all the rights of the Owners under this Indenture against all claims and demands.

Section 7.06. Indebtedness and Liens. The County shall not issue any bonds or other evidences of indebtedness, other than the Bonds or Junior Lien Obligations, which are secured

by a pledge of or lien on the Sales Tax Revenues or the moneys, securities, or funds held or set aside by the County or by the Trustee under this Indenture, and shall not, except as expressly authorized in this Indenture, create or cause to be created any lien or charge on the Sales Tax Revenues or such moneys, securities or funds; *provided, however*, that nothing contained in this Indenture shall prevent the County from issuing evidences of indebtedness payable from moneys in the Project Fund as part of the cost of any Project, or payable from, or secured by the pledge of, Sales Tax Revenues to be derived on and after such date as the pledge of Sales Tax Revenues provided in this Indenture shall be discharged and satisfied as provided in Section 12.01 or Section 12.02.

Section 7.07. Accounts and Reports. The County shall keep proper books of record and account in which complete and correct entries shall be made of its transactions relating to the Funds and Accounts established by this Indenture, and which, together with all other books and financial records of the County, shall at all reasonable times be available for the inspection of the Trustee and the Owners of not less than 25 percent in principal amount of Outstanding Bonds or their representatives duly authorized in writing. The County further covenants that it will keep an accurate record of the daily Sales Tax Revenues collected and of the application of such Sales Tax Revenues. The County further covenants that it will cause any additional reports or audits relating to the Sales Tax Revenues to be made as required by law, and that, as often as may be reasonably requested, it will furnish to the Trustee such other information concerning the Sales Tax Revenues as may be reasonably requested.

Section 7.08. Tax-Exemption. General covenants related to the Tax-Exempt status of interest on the Series 2018 Bonds are contained in the Bond Ordinance.

ARTICLE VIII

REMEDIES OF OWNERS

Section 8.01. Events of Default. Each of the following events is hereby declared an “Event of Default”:

A. If a default shall occur in the due and punctual payment of the principal or Redemption Price of any Bond when and as the same shall become due and payable, whether at maturity or by call for redemption or otherwise;

B. If a default shall occur in the due and punctual payment of interest on any Bond, when and as such interest shall become due and payable;

C. If a default shall occur in the performance or observance by the County of any other of the covenants, agreements or conditions in this Indenture or in the Bonds contained, and such default shall continue for a period of 90 days after written notice thereof to the County by the Trustee or after written notice thereof to the County and to the Trustee by the Owners of not less than a majority in principal amount of the Outstanding Bonds;

D. If the County shall file a petition seeking a composition of indebtedness under the federal bankruptcy laws or under any other applicable law or statute of the United States of America or of the State;

E. If an order or decree shall be entered, with the consent or acquiescence of the County, appointing a receiver or receivers for Sales Tax Revenues; or if such order or decree entered without the consent or acquiescence of the County shall not be vacated or discharged or stayed within 90 days after the entry thereof;

provided, that in determining whether a default shall have occurred under paragraphs A or B of this Section, no effect shall be given to payments made under any Bond Insurance Policy.

Section 8.02. Accounting and Examination of Records after Default. The County covenants that if an Event of Default shall have happened and shall not have been remedied, the books of record and account of the County and all other records relating to the Sales Tax Revenues shall at all times be subject to the inspection and use of the Trustee and of its agents and attorneys. The County covenants that if an Event of Default shall have happened and shall not have been remedied, the County, upon demand of the Trustee, will account, as if it were the trustee of an express trust, for all Sales Tax Revenues and other moneys, securities and funds held by the County pursuant to the terms of this Indenture for such period as shall be stated in such demand.

Section 8.03. Application of Revenues and Other Moneys after Default. The County covenants that if an Event of Default shall happen and shall not have been remedied, the County, upon demand of the Trustee, shall pay over or cause to be paid over to the Trustee forthwith, all moneys, securities and funds then held by the County in any Fund or Account pursuant to the terms of this Indenture, and all Sales Tax Revenues as promptly as practicable after receipt thereof. During the continuance of an Event of Default, the Trustee shall apply such moneys, securities, funds and Sales Tax Revenues and the income therefrom as follows and in the following order:

A. To the payment of the reasonable and proper charges and expenses of the Trustee, including the reasonable fees and expenses of counsel employed by it and if any engineer or consultant or firm of engineers or consultants selected by the Trustee pursuant to this Article;

B. To the payment of the principal of, Redemption Price, and interest on the Bonds then due, as follows:

FIRST: to the payment to the Persons entitled thereto of all installments of interest then due on the Bonds in the order of the maturity of such installments, together with accrued and unpaid interest on the Bonds theretofore called for redemption, and, if the amount available shall not be sufficient to pay in full any installment or installments of interest maturing on the same date, then to the payment thereof ratably, according to the amounts due thereon, to the Persons entitled thereto, without any discrimination or preference;

SECOND: to the payment to the Persons entitled thereto of the unpaid principal or Redemption Price of any Bonds which shall have become due, whether at maturity or by call for redemption, in the order of their due dates, and, if the amount available shall not be sufficient to pay in full all the Bonds due on any date, then to the payment thereof ratably, according to the amounts of principal or Redemption Price due on such date, to the Persons entitled thereto, without any discrimination or preference; and

C. To the payment of principal, redemption price, and interest then due on Junior Lien Obligations.

If and whenever all overdue installments of principal and Redemption Price of and interest on all Bonds, together with the reasonable and proper charges and expenses of the Trustee, and all other overdue sums payable by the County under this Indenture, including the overdue principal and Redemption Price of and accrued unpaid interest on all Bonds held by or for the account of the County, or provision satisfactory to the Trustee shall be made for such payment, and all defaults under this Indenture or the Bonds shall be made good or secured to the satisfaction of the Trustee or provision deemed by the Trustee to be adequate shall be made therefor, the Trustee shall pay over to the County all moneys, securities and funds then remaining unexpended in the hands of the Trustee (except moneys, securities and funds deposited or pledged, or required by the terms of this Indenture to be deposited or pledged, with the Trustee), and thereupon the County, the Trustee and the Owners shall be restored, respectively, to their former positions and rights under this Indenture. No such payment over to the County by the Trustee nor such restoration of the County and the Trustee to their former positions and rights shall extend to or affect any subsequent default under this Indenture or impair any right consequent thereon.

Section 8.04. Proceedings Brought by Trustee. If an Event of Default shall happen and shall not have been remedied, then and in every such case, the Trustee, by its agents and attorneys, may proceed, and upon identical written request of the Owners of not less than a majority in principal amount of the Bonds Outstanding and upon being indemnified to its satisfaction shall proceed, to protect and enforce its rights and the rights of the Owners of the Bonds under this Indenture forthwith by a suit or suits in equity or at law, whether for the specific performance of any covenant herein contained, or in aid of the execution of any power herein granted, or for an accounting against the County as if the County were the trustee of an express trust, or in the enforcement of any other legal or equitable right as the trustee, being advised by counsel, shall deem most effectual to enforce any of its rights or to perform any of its duties under this Indenture. All rights of action under this Indenture may be enforced by the Trustee without the possession of any of the Bonds or the production thereof in any suit or other proceeding, and any such suit or other proceeding instituted by the Trustee shall be brought in its name. All actions against the County under this Indenture shall be brought in a state or federal court located in the State. The Owners of not less than a majority in principal amount of the Bonds at the time Outstanding may direct the time, method, and place of conducting any proceedings to be taken in connection with the enforcement of the terms and conditions of this Indenture or for the enforcement of any remedy available to the Trustee or exercising any trust or power conferred upon the Trustee, *provided* that the Trustee shall have the right to decline to

follow any such direction if the Trustee shall be advised by counsel that the action or proceeding so directed may not lawfully be taken, or if the Trustee in good faith shall determine that the action or proceeding so directed would involve the Trustee in personal liability or be unjustly prejudicial to the Owners not parties to such direction. Upon commencing any suit at law or in equity or upon commencement of other judicial proceedings by the Trustee to enforce any right under this Indenture, the Trustee shall be entitled to exercise any and all rights and powers conferred in this Indenture and provided to be exercised by the Trustee upon the occurrence of any Event of Default. Regardless of the happening of an Event of Default, the Trustee shall have power, but unless requested in writing by the Owners of a majority in principal amount of the Bonds then Outstanding, and furnished with reasonable security and indemnity, shall be under no obligation, to institute and maintain such suits and proceedings as may be necessary or expedient to prevent any impairment of the security under this Indenture and to preserve or protect its interests and the interest of the Owners.

Section 8.05. Restriction on Owners' Action. No Owner of any Bond shall have any right to institute any suit or proceeding at law or in equity for the enforcement or violation of any provision of this Indenture or the execution of any trust under this Indenture or for any remedy under this Indenture, unless such Owner shall have previously given to the Trustee written notice of the happening of an Event of Default, as provided in this Article, and the Owners of at least a majority in principal amount of the Bonds then Outstanding shall have filed a written request with the Trustee, and shall have offered it reasonable opportunity either to exercise the powers granted in this Indenture or by the laws of the State or to institute such suit or proceeding in its own name, and unless such Owners shall have offered to the Trustee adequate security and indemnity against the costs, expenses and liabilities to be incurred therein or thereby, and the Trustee shall have refused or failed to comply with such request within 60 days after receipt by it of such notice, request and offer of indemnity, it being understood and intended that no one or more Owners of Bonds shall have any right in any manner whatever by its or their action to affect, disturb or prejudice the pledge created by this Indenture or to enforce any right under this Indenture, except in the manner herein provided; and that all proceedings at law or in equity to enforce any provision of this Indenture shall be instituted, had and maintained in the manner provided in this Indenture and for the equal benefit of all Owners of the Outstanding Bonds, subject only to the provisions of Section 7.02 hereof. Nothing in this Indenture or in the Bonds contained shall affect or impair the obligation of the County, which is absolute and unconditional, to pay at the respective dates of maturity and places therein expressed the principal of and interest on the Bonds to the respective Owners thereof, or affect or impair the right of action, which is also absolute and unconditional, of any Owner to enforce such payment of its Bond from the sources provided herein.

Section 8.06. Remedies Not Exclusive. No remedy by the terms of this Indenture conferred upon or reserved to the Trustee or the Owners is intended to be exclusive of any other remedy, but each remedy shall be cumulative and shall be in addition to every other remedy given under this Indenture or existing at law or in equity or by statute on or after the date of the execution and delivery of this Indenture.

Section 8.07. Effect of Waiver and Other Circumstances. No delay or omission of the Trustee or any Owner to exercise any right or power arising upon the happening of an Event of

Default shall impair any right or power or shall be construed to be a waiver of any such default or be an acquiescence therein. The Owners of not less than two-thirds in principal amount of the Bonds at the time Outstanding, or their attorneys-in-fact duly authorized may on behalf of the Owners of all of the Bonds waive any past default under this Indenture and its consequences, except a default in the payment of interest on or principal or Redemption Price of any of the Bonds. No such waiver shall extend to any subsequent or other default or impair any right consequent thereon.

Section 8.08. Notices of Default. The Trustee shall promptly mail written notice of the occurrence of any Event of Default to the Owners of the Bonds and to any Bond Insurer.

Section 8.09. Certain Rights of Credit Bank or Bond Insurer. Notwithstanding anything contained in this Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, any Credit Bank or any Bond Insurer shall be treated as the Owner of Bonds upon which such Credit Bank or Bond Insurer is obligated pursuant to a Credit Facility or Bond Insurance Policy, as applicable, for the purposes of calculating whether or not the Owners of the requisite percentage of Bonds then Outstanding have consented to any request, consent, directive, waiver or other action permitted to be taken by the Owners of the Bonds pursuant to this Article. All rights of any Credit Bank or Bond Insurer hereunder (other than rights held as a registered owner of Bonds hereunder) shall cease and terminate if: (a) such Credit Bank or Bond Insurer has failed to make any payment under its Credit Facility or Bond Insurance Policy; or (b) such Credit Facility or Bond Insurance Policy shall cease to be valid and binding on such Credit Bank or Bond Insurer or shall be declared to be null and void, or the validity or enforceability of any provision thereof is being contested by such Credit Bank or Bond Insurer, or such Credit Bank or Bond Insurer is denying further liability or obligation under such Bond Insurance Policy. Notwithstanding anything contained in this Indenture to the contrary, but subject to the provisions of any applicable Supplemental Indenture, until the County has reimbursed a Credit Bank for amounts paid under a Credit Facility to pay the interest on or the principal of any Bonds on any Interest Payment Date or Principal Payment Date or to the extent any Bond Insurer has exercised its rights as subrogee for the particular Bonds of which it has insured payment, (i) such Bonds shall be deemed to be Outstanding and such Credit Bank or Bond Insurer shall succeed to the rights and interests of the Owners to the extent of the amounts paid under the Credit Facility or as specified in respect of the applicable Bond Insurance Policy until such amount has been reimbursed and (ii) upon presentation to the Registrar, such Bonds shall be registered in the name of the Credit Bank or its nominee or such Bond Insurer or its nominee, as appropriate.

ARTICLE IX

CONCERNING THE FIDUCIARIES

Section 9.01. Trustee; Appointment and Acceptance of Duties. The Trustee hereby accepts and agrees to the trusts hereby created, but only upon the additional terms set forth in this Article, to all of which the County agrees and the respective Owners of the Bonds, by their purchase and acceptance thereof, agree. Except during the continuance of an Event of Default,

the Trustee undertakes such duties and only such duties as are specifically set forth in this Indenture.

Section 9.02. Paying Agents; Appointment and Acceptance of Duties. The County shall appoint one or more Paying Agents for the Bonds of each other Series, and may at any time or from time to time appoint one or more other Paying Agents having the qualifications set forth in Section 9.14 for a successor Paying Agent. The Trustee may be appointed a Paying Agent. Each other Paying Agent shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof. Unless otherwise provided, the principal or corporate trust offices of the Paying Agents are designated as the respective offices or agencies of the County for the payment of the principal or Redemption Price of the Bonds.

Section 9.03. Registrar; Appointment and Acceptance of Duties. The County shall appoint a Registrar for each other Series of Bonds. Each Registrar shall have the qualifications set forth in Section 9.15 for a successor Registrar. The Trustee or any Paying Agent may be appointed a Registrar. Each Registrar shall signify its acceptance of the duties and obligations imposed upon it by this Indenture by executing and delivering to the County and to the Trustee a written acceptance thereof.

Section 9.04. Responsibilities of Fiduciaries. The recitals of fact herein and in the Bonds contained shall be taken as the statements of the County and no Fiduciary assumes any responsibility for the correctness of the same. No Fiduciary makes any representations as to the validity or sufficiency of this Indenture or of any Bonds issued hereunder or as to the security afforded by this Indenture, and no Fiduciary shall incur any liability in respect thereof. The Trustee shall, however, be responsible for any representation contained in its certificate on the Bonds. No Fiduciary shall be under any responsibility or duty with respect to the application of any moneys paid to the County or to any other Fiduciary. No Fiduciary shall be under any obligation or duty to perform any act which would involve it in expense or liability or to institute or defend any suit in respect hereof, or to advance any of its own moneys, unless properly indemnified. Subject to the following provisions of this Section, no Fiduciary shall be liable in connection with the performance of its duties hereunder except for its own negligence or misconduct. In case an Event of Default has occurred and has not been remedied, the Trustee shall exercise such of the rights and powers vested in it by this Indenture, and shall use the same degree of care and skill in their exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs. Any provision of this Indenture relating to action taken or to be taken by the Trustee or to evidence upon which the Trustee may rely shall be subject to the provisions of this Section.

Section 9.05. Evidence on Which Fiduciaries May Act. Each Fiduciary shall be protected in acting upon any notice, ordinance, request, consent, order, certificate, report, opinion (including Counsel's Opinion), bond or other paper or document furnished to it pursuant to and conforming to the requirements of this Indenture, and believed by it to be genuine and to have been signed or presented by the proper party or parties. Whenever any Fiduciary shall deem it necessary or desirable that a matter be proved or established prior to taking or suffering any action under this Indenture, such matter (unless this Indenture specifically requires other

evidence thereof) may be deemed to be conclusively proved and established by a certificate of an Authorized Officer, but in its discretion the Fiduciary may in lieu thereof accept other evidence of such fact or matter or may require such further or additional evidence as it may deem reasonable. Except as otherwise expressly provided in this Indenture, any request, order, notice or other direction required or permitted to be furnished by the County to any Fiduciary shall be sufficiently executed if signed by an Authorized Officer.

Section 9.06. Compensation. Unless otherwise determined by contract between the County and each Fiduciary, the County shall pay to each Fiduciary from time to time reasonable compensation determined by the County for all services rendered under this Indenture.

Section 9.07. Certain Permitted Acts. To the extent permitted by law, any Fiduciary may act as depository for, and permit any of its officers or directors to act as a member of, or in any other capacity with respect to, any committee formed to protect the rights of Owners or to effect or aid in any reorganization growing out of the enforcement of the Bonds or this Indenture, whether or not any such committee shall represent the Owners of a majority in principal amount of the Bonds then Outstanding.

Section 9.08. Resignation of Trustee. The Trustee may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving not less than 60 days' written notice to the County, all Owners of the Bonds, any Bond Insurer, the Depositories and the other Fiduciaries; and such resignation shall take effect upon the day specified in such notice but only if a successor shall have been appointed by the County or the Owners as provided in Section 9.10, in which event such resignation shall take effect immediately on the appointment of such successor whether or not the date specified for such resignation to take effect has arrived. If a successor Trustee shall not have been appointed within a period of 90 days following the giving of notice, then the Trustee shall be authorized to petition any court of competent jurisdiction to appoint a successor Trustee as provided in Section 9.10 hereof.

Section 9.09. Removal of Trustee. The Trustee may be removed at any time by an instrument in writing delivered to the Trustee and signed by the County; *provided, however*, that if an Event of Default shall have occurred and be continuing, the Trustee may be so removed by the County only with the written concurrence of the Owners of a majority in principal amount of Bonds then Outstanding. The Trustee may be removed at any time by the Owners of a majority in principal amount of the Bonds then Outstanding, excluding any Bonds held by or for the account of the County, by an instrument or concurrent instruments in writing signed and duly acknowledged by such Owners or their attorneys-in-fact duly authorized, and delivered to the County. Copies of each such instrument shall be delivered by the County to each Fiduciary.

Section 9.10. Appointment of Successor Trustee. In case at any time the Trustee shall resign or shall be removed or shall become incapable of acting, or shall be adjudged bankrupt or insolvent, or if a receiver, liquidator or conservator of the Trustee, or of its property, shall be appointed, or if any public officer or court shall take charge or control of the Trustee, or of its property or affairs, the County shall appoint a successor Trustee. The County shall cause notice of any such appointment by it made to be mailed to all Owners of the Bonds. If no appointment

of a Trustee shall be made by the County pursuant to the foregoing provisions of this Section 9.10, the Owner of any Bond Outstanding hereunder may apply to any court of competent jurisdiction to appoint a successor Trustee. Such court may thereupon, after such notice, if any, as such court may deem proper and prescribe, appoint a successor Trustee. Any Trustee appointed under the provisions of this Section in succession to the Trustee shall be a bank or trust company or national banking association, doing business and having its principal corporate trust office in the State, and having capital stock and surplus aggregating at least \$50,000,000, if there be such a bank or trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.11. Transfer of Rights and Property to Successor Trustee. Any successor Trustee appointed under this Indenture shall execute, acknowledge and deliver to its predecessor Trustee, and also to the County, an instrument accepting such appointment, and thereupon such successor Trustee, without any further act, deed or conveyance, shall become fully vested with all moneys, estates, properties, rights, powers, duties and obligations of such predecessor Trustee; but the predecessor Trustee shall nevertheless, on the written request of the County or of the successor Trustee, execute, acknowledge and deliver such instruments of conveyance and further assurances and do such other things as may reasonably be required for more fully and certainly vesting and confirming in such successor Trustee all its right, title and interest in and to any property held by it under this Indenture, and shall pay over, assign and deliver to the successor Trustee any money or other property subject to the trusts and conditions herein set forth. Should any deed, conveyance or instrument from the County be required by such successor Trustee for more fully and certainly vesting in and confirming to such successor Trustee any such moneys, estates, properties, rights, powers and duties, such deed, conveyance or instrument shall be executed, acknowledged and delivered by the County. Any such successor Trustee shall promptly notify the Paying Agents of its appointment as Trustee.

Section 9.12. Merger or Consolidation. Any company into which any Fiduciary may be merged or converted or with which it may be consolidated or any company resulting from any merger, conversion or consolidation to which it shall be a party or any company to which all or substantially all of the corporate trust business of any Fiduciary may be sold or transferred, shall be the successor to such Fiduciary and be bound to the obligations and duties of such Fiduciary hereunder without the execution or filing of any paper or the performance of any further act, unless such successor delivers written notice of its resignation pursuant to the provisions of this Article; *provided, however,* that such company shall be a bank or trust company organized under the laws of any state of the United States or a national banking association and shall be authorized by law to perform all the duties imposed upon it by this Indenture.

Section 9.13. Adoption of Authentication. In case any of the Bonds contemplated to be issued under this Indenture shall have been authenticated but not delivered, any successor Trustee may adopt the certificate of authentication of any predecessor Trustee so authenticating such Bonds and deliver such Bonds so authenticated; and in case any of the said Bonds shall not have been authenticated, any successor Trustee may authenticate such Bonds in the name of the predecessor Trustee or in its own name.

Section 9.14. Resignation or Removal of Paying Agent and Appointment of Successor. Any Paying Agent may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Paying Agent may be removed at any time by an instrument signed by an Authorized Officer and filed with such Paying Agent and the Trustee. Any successor Paying Agent shall be appointed by the County and shall be a bank or trust company organized under the laws of any state of the United States or a national banking association, having capital stock and surplus aggregating at least \$50,000,000, willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture. In the event of the resignation or removal of any Paying Agent, such Paying Agent shall pay over, assign, and deliver any moneys held by it as Paying Agent to its successor, or if there be no successor, to the Trustee and shall be subject to audit of all of its books, records, and accounts with respect to the Bonds. In the event that for any reason there shall be a vacancy in the office of any Paying Agent, the Trustee shall act as such Paying Agent.

Section 9.15. Resignation or Removal of Registrar and Appointment of Successor. Any Registrar may at any time resign and be discharged of the duties and obligations imposed upon it by this Indenture by giving at least 60 days' written notice to the County and the other Fiduciaries. Any Registrar may be removed at any time by an instrument signed by an Authorized Officer and filed with such Registrar and the Trustee. Any successor Registrar shall be appointed by the County and shall be a bank, trust company or national banking association doing business and having an office in the State or in the Borough of Manhattan, in the County and State of New York, if there be such a bank, trust company or national banking association willing and able to accept the office on reasonable and customary terms and authorized by law to perform all the duties imposed upon it by this Indenture. In the event of the resignation or removal of any Registrar, such Registrar shall deliver all books, records and other property including the bond register of the County to its successor, or if there be no successor, to the Trustee. In the event that for any reason there shall be a vacancy in the office of any Registrar, the Trustee shall act as such Registrar.

Section 9.16. Trustee Not Deemed to Have Notice of Default. The Trustee shall not be deemed to have notice of any default hereunder except a default under Section 8.01A or 8.01B hereof or the failure of the County to file with the Trustee any document required by this Indenture unless any officer in its principal corporate trust office shall have actual knowledge thereof or the Trustee shall be specifically notified in writing of such default by the County or by the Owners of not less than a majority in principal amount of the Bonds Outstanding; and all notices or other instruments required by this Indenture to be delivered to the Trustee must, in order to be effective, be delivered at the principal corporate trust office of the Trustee.

Section 9.17. Quarterly Report by Trustee and Depositories. Within seven days after the end of each calendar quarter, the Trustee, any Paying Agent and each Depository shall prepare a written report for each Fund and Account held by it pursuant to the provisions of this Indenture. Such report shall set out the receipts and disbursements, both principal and income, and shall list the Investment Securities held by the Trustee and each Depository at the end of the quarter. A copy of each such report shall be furnished to the County and any persons designated by the County. In addition, the Trustee, any Paying Agent and each Depository shall, at any time when

requested, including, without limitation, any request at the time of the resignation of the Trustee, any Paying Agent or any Depository, furnish to the County and any persons designated by the County a report of the amount of moneys, including Investment Securities, held in each Fund or Account by the Trustee and each Depository. For purposes of this certification, the Investment Securities in each such Fund and Account shall be treated as having a value equal to their aggregate market value as of the date of the request.

ARTICLE X

SUPPLEMENTAL INDENTURES

Section 10.01. Supplemental Indentures Not Requiring Consent of Owners. The County and the Trustee may without the consent of, or notice to, any of the Owners, enter into a Supplemental Indenture or Supplemental Indentures as shall not be inconsistent with the terms and provisions hereof for any one or more of the following purposes:

- A. To authorize Additional Bonds and Refunding Bonds and to specify, determine or authorize any matters and things concerning any such Bonds which are not contrary to or inconsistent with this Indenture;
- B. To close this Indenture against, or impose additional limitations or restrictions on, the issuance of Bonds, or of other notes, bonds, obligations or evidences of indebtedness;
- C. To impose additional covenants or agreements to be observed by the County;
- D. To impose other limitations or restrictions upon the County;
- E. To surrender any right, power, or privilege reserved to or conferred upon the County by this Indenture;
- F. To confirm, as further assurance, any pledge of or lien upon the Sales Tax Revenues or any other moneys, securities, or funds;
- G. To authorize the issuance of Junior Lien Obligations and in connection therewith, specify and determine any matters and things relative thereto which are not contrary to or inconsistent with this Indenture as then in effect;
- H. To cure any ambiguity, omission, or defect in this Indenture;
- I. To provide for the appointment of a successor securities depository in the event any Series of Bonds is held in Book Entry Form;
- J. To provide for the appointment of any successor Fiduciary; and

K. To make any other change which, in the judgment of the Trustee, is not to the prejudice of the Trustee or the Owners.

Section 10.02. Supplemental Indentures Effective upon Consent of Owners. Any Supplemental Indenture not effective in accordance with Section 10.01 shall take effect only if permitted and approved and in the manner prescribed by Article XI.

Section 10.03. Filing of Counsel's Opinion. Each Supplemental Indenture described in Section 10.01 shall be accompanied, when filed with the Trustee, by a Counsel's Opinion to the effect that such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when executed and delivered, will be valid and binding upon the County, the Owners, and the Trustee.

Section 10.04. Notice to Bond Insurer. Notice of the execution and delivery of each Supplemental Indenture described in Section 10.01 shall be given to any Bond Insurer.

ARTICLE XI

AMENDMENTS

Section 11.01. Mailing. Any provision in this Article for the mailing of a notice or other information to Owners shall be fully complied with if it is mailed by first class mail, postage prepaid or delivered only to each Owner of Bonds then Outstanding at its address, if any, appearing upon the registration books of the County kept by the Registrar.

Section 11.02. Powers of Amendment. Except for Supplemental Indentures described in Section 10.01, any modification or amendment of this Indenture and of the rights and obligations of the County and of the Owners of the Bonds hereunder, in any particular, may be made by a Supplemental Indenture with the written consent given as provided in Section 11.03 hereof (a) of the Owners of at least a majority in principal amount of the Bonds Outstanding at the time such consent is given, and (b) in case less than all of the several Series of Bonds then outstanding are affected by the modification or amendment, of the Owners of at least a majority in principal amount of the Bonds of each Series so affected and Outstanding at the time such consent is given; *provided, however,* that if such modification or amendment will, by its terms, not take effect so long as any Bonds of any specified like Series and maturity remain Outstanding, the consent of the Owners of such Bonds shall not be required and such Bonds shall not be deemed to be Outstanding for the purpose of any calculation of Outstanding Bonds under this Section. No such modification or amendment shall permit a change in the terms of redemption or maturity of the principal of any Outstanding Bonds, or of any installment of interest thereon or a reduction in the principal amount or the Redemption Price thereof or in the rate of interest thereon without the consent of the Owner of such Bond, or shall reduce the percentages or otherwise affect the classes of Bonds the consent of the Owners of which is required to effect any such modification or amendment, or shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto. For the purposes of this Section, a Series shall be deemed to be affected by a modification or amendment of this Indenture if the same adversely affects or diminishes the rights of the Owners of Bonds of such Series. The Trustee

may in its discretion determine whether or not the rights of the Owners of Bonds of any particular Series or maturity would be adversely affected or diminished by any such modification or amendment, and its determination shall be binding and conclusive on the County and all Owners of the Bonds.

Section 11.03. Consent of Owners. The County may at any time authorize the execution and delivery of a Supplemental Indenture making a modification or amendment permitted by the provisions of Section 11.02, to take effect when and as provided in this Section. Upon the authorization of such Supplemental Indenture, a copy thereof shall be delivered to and held by the Trustee for the inspection of the Owners. A copy of such Supplemental Indenture (or summary thereof or reference thereto in form approved by the Trustee) together with a request to Owners for their consent thereto in form satisfactory to the Trustee, shall be mailed to the Owners, but failure to mail such copy and request shall not affect the validity of such Supplemental Indenture when consented to as in this Section provided. Such Supplemental Indenture shall not be effective unless and until, and shall take effect in accordance with its terms when (a) there shall have been filed with the Trustee (i) the written consents of the Owners of the required principal amount of Outstanding Bonds, and (ii) a Counsel's Opinion stating that the execution and delivery of such Supplemental Indenture has been duly authorized by the County in accordance with the provisions of this Indenture, is authorized or permitted by this Indenture and, when effective, will be valid and binding upon the County, the Owners and the Trustee, and (b) a notice shall have been mailed as hereinafter in this Section provided. A certificate or certificates by the Trustee delivered to the County that consents have been given by the Owners of the Bonds described in such certificate or certificates of the Trustee shall be conclusive. Any such consent shall be binding upon the Owner of the Bonds giving such consent and upon any subsequent Owner of such Bonds and of any Bonds issued in exchange therefor whether or not such subsequent Owner has notice thereof; *provided, however*, that any consent may be revoked by any Owner of such Bonds by filing with the Trustee, prior to the time when the Trustee's written statement hereafter in this Section referred to is filed, a written revocation, with proof that such Bonds are held by the signer of such revocation. The fact that a consent has not been revoked may be proved by a certificate of the Trustee to the effect that no revocation thereof is on file with it. Any consent, or revocation thereof, may be delivered or filed prior to any mailing or publication required by this Article and shall not be deemed ineffective by reason of such prior delivery or filing. Within 30 days of any date on which the consents on file with the Trustee and not theretofore revoked shall be sufficient under this Section, the Trustee shall make and deliver to the County a written statement that the consents of the Owners of the required principal amount of Outstanding Bonds have been filed with the Trustee. Such written statement shall be conclusive that such consents have been so filed. Any time thereafter notice, stating in substance that the Supplemental Indenture has been consented to by the Owners of the required principal amount of Outstanding Bonds and will be effective as provided in this Section, shall be given by mailing to the Owners (but failure to mail such notice or any defect therein shall not prevent such Supplemental Indenture from becoming effective and binding). The Trustee shall deliver to the County proof of the mailing of such notice. A record, consisting of the information required or permitted by this Section to be delivered by or to the Trustee, shall be proof of the matters therein stated.

Section 11.04. Modifications by Unanimous Action. The Indenture and the rights and obligations of the County and of the Owners of the Bonds thereunder may be modified or amended in any respect by a Supplemental Indenture effecting such modification or amendment and with the consents of the Owners of all the Bonds then Outstanding, each such consent to be accompanied by proof of the holding at the date of such consent of the Bonds with respect to which such consent is given. Such Supplemental Indenture shall take effect upon the filing (a) with the Trustee of (i) a copy thereof, (ii) such consents and accompanying proofs and (iii) the Counsel's Opinion referred to in Section 11.03 and (b) with the County of the Trustee's written statement that the consents of the Owners of all Outstanding Bonds have been filed with it. No mailing or publication of any Supplemental Indenture (or reference thereto or summary thereof) or of any request or notice shall be required. No such modification or amendment, however, shall change or modify any of the rights or obligations of any Fiduciary without its written assent thereto.

Section 11.05. Exclusion of Bonds. Bonds owned or held by or for the account of the County shall not be deemed Outstanding and shall be excluded for the purpose of any calculation required by this Article. At the time of any consent or other action taken under this Article, the County shall furnish the Trustee a certificate of an Authorized Officer, upon which the Trustee may rely, identifying all Bonds so to be excluded.

Section 11.06. Notation on Bonds. Bonds authenticated and delivered after the effective date of any action taken as in Article X or this Article provided may, and if the Trustee so determines shall, bear a notation by endorsement or otherwise in form approved by the County and the Trustee as to such action, and upon demand of the Owner of any Bond Outstanding at such effective date and presentation of its Bond to the Trustee, suitable notation shall be made on such Bond by the Trustee as to any such action. If the County or the Trustee shall so determine, new Bonds so modified which, in the opinion of the Trustee and the County, conform to such action may be prepared, authenticated and delivered, and upon demand of the Owner of any Bond then Outstanding shall be exchanged, without cost to such Owner, for such Bond then Outstanding.

ARTICLE XII

DEFEASANCE

Section 12.01. Defeasance by Payment. If the County shall pay or cause to be paid or there shall otherwise be paid to the Owners of all Bonds the principal or Redemption Price, if applicable, and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, then the pledge of any Sales Tax Revenues and other moneys and securities pledged under this Indenture and all covenants, agreements, and other obligations of the County to the Owners shall thereupon be discharged and satisfied. In such event, the Trustee, upon request of the County, shall provide an accounting of the assets managed by the Trustee to be prepared and filed with the County for any year or part thereof requested, and shall execute and deliver to the County all such instruments as may be desirable to evidence such discharge and satisfaction, and the Fiduciaries shall pay over or deliver to the County all moneys and securities held by them pursuant to this Indenture which are not required for the payment of

Bonds not previously surrendered for such payment or redemption. If the County shall pay or cause to be paid, or there shall otherwise be paid, to the Owners of all Outstanding Bonds of a particular Series, maturity within a Series or portion of any maturity within a Series (which portion shall be selected by lot by the Trustee in the manner provided in Section 4.04 hereof for the selection of Bonds to be redeemed in part), the principal or Redemption Price, if applicable, thereof and interest due or to become due thereon, at the times and in the manner stipulated therein and in this Indenture, such Bonds shall cease to be entitled to any lien, benefit, or security under this Indenture; and all covenants, agreements, and obligations of the County to the Owners of such Bonds and to the Trustee shall thereupon be discharged and satisfied.

Section 12.02. Defeasance by Provision for Payment. Bonds or interest installments for the payment or redemption of which moneys shall have been set aside and held in trust by the Trustee or an Escrow Agent at or prior to their maturity or redemption date shall be deemed to have been paid within the meaning of and with the effect expressed in this Article if the County shall have delivered to or deposited with the Trustee or an Escrow Agent (a) irrevocable instructions to pay or redeem all of said Bonds in specified amounts no less than the respective amounts of, and on specified dates no later than the respective due dates of, their principal, (b) irrevocable instructions to publish or mail the required notice of redemption of any Bonds so to be redeemed, (c) either moneys in an amount which shall be sufficient, or Defeasance Obligations the principal of and the interest on which when due will provide moneys which, together with the moneys, if any, deposited with the Trustee or Escrow Agent at the same time, shall be sufficient, to pay when due the principal or Redemption Price, if applicable, and interest due and to become due on such Bonds on and prior to each specified redemption date or maturity date thereof, as the case may be, and (d) if any of such Bonds are not to be redeemed within the next succeeding 60 days, irrevocable instructions to mail to all Owners of said Bonds a notice that such deposit has been made with the Trustee and that such Bonds are deemed to have been paid in accordance with this Section and stating the maturity or redemption date upon which moneys are to be available for the payment of the principal or Redemption Price, if applicable, of such Bonds. The Defeasance Obligations and moneys deposited with the Trustee or an Escrow Agent pursuant to this Section shall be held in trust for the payment of the principal or Redemption Price, if applicable, and interest on such Bonds. No payments of principal of any such Defeasance Obligations or interest thereon shall be withdrawn or used for any purpose other than the payment of such principal or Redemption Price of, or interest on, such Bonds unless after such withdrawal the amount held by the Trustee and interest to accrue on Defeasance Obligations so held shall be sufficient to provide fully for the payment of the principal of or Redemption Price and interest on such Bonds, at maturity or upon redemption, as the case may be.

Section 12.03. Defeased Bonds May Be Purchased by Trustee in Certain Instances. Amounts deposited with the Trustee or an Escrow Agent for the payment of the principal of and interest on any Bonds deemed to be paid pursuant to this Article, if so directed by the County, shall be applied by the Trustee or an Escrow Agent to the purchase of such Bonds in accordance with this subsection. Bonds for which a redemption date has been established may be purchased on or prior to the forty-fifth day preceding the redemption date. The principal amount of Bonds to be redeemed shall be reduced by the principal amount of Bonds so purchased. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. All such

purchases shall be made at prices not exceeding the applicable principal amount or Redemption Price established pursuant to Section 12.02, plus accrued interest, and such purchases shall be made in such manner as the Trustee shall determine. No purchase shall be made by the Trustee pursuant to this subsection if such purchase would result in the Trustee holding less than the moneys and Defeasance Obligations required to be held for the payment of all other Bonds deemed to be paid pursuant to this Article.

Section 12.04. Defeased Bonds Purchased By County. The County may purchase with any available funds any Bonds deemed to be paid pursuant to this Article in accordance with this section. Bonds for which a redemption date has been established may be purchased by the County on or prior to the forty-fifth day preceding the redemption date. On or prior to the forty-fifth day preceding the redemption date the County shall give notice to the Trustee or applicable Escrow Agent of its intention to surrender such Bonds on the redemption date. The Trustee shall proceed to call for redemption the remainder of the Bonds due on the redemption date and shall pay to the County on the redemption date the Redemption Price of and interest on such Bonds upon surrender of such Bonds to the Trustee. Bonds which mature on a single future date may be purchased at any time prior to the maturity date. The Trustee shall pay to the County the principal amount of and interest on such Bonds upon surrender of such Bonds on the maturity date.

Section 12.05. Unclaimed Moneys. Anything in this Indenture to the contrary notwithstanding, any moneys held by a Fiduciary in trust for the payment and discharge of any of the Bonds which remain unclaimed for two years after the date when such Bonds have become due and payable, either at their stated maturity dates or by call for earlier redemption, if such moneys were held by the Fiduciary at such date, or for two years after the date of deposit of such moneys if deposited with the Fiduciary after the said date when such Bonds become due and payable, shall, at the written request of the County, be repaid by the Fiduciary to the County, as its absolute property and free from trust, and the Fiduciary shall thereupon be released and discharged with respect thereto and the Owners of such Bonds shall look only to the County for the payment of such Bonds.

ARTICLE XIII

MISCELLANEOUS

Section 13.01. Evidence of Signatures of Owners and Ownership of Bonds. Any request, consent, revocation of consent or other instrument which this Indenture may require or permit to be signed and executed by the Owners may be in one or more instruments of similar tenor, and shall be signed or executed by such Owners in person or by their attorneys appointed in writing. Proof of (a) the execution of any such instrument, or of an instrument appointing any such attorney, or (b) the holding by any Person of the Bonds shall be sufficient for any purpose of this Indenture (except as otherwise herein expressly provided) if made in the following manner, or in any other manner satisfactory to the Trustee, which may nevertheless in its discretion require further or other proof in cases where it deems the same desirable:

A. The fact and date of the execution by any Owner or its attorney of such instruments may be proved by a guarantee of the signature thereon by a bank, national banking association or trust company or by the certificate of any notary public or other officer authorized to take acknowledgments of deeds, that the Person signing such request or other instruments acknowledged to that person the execution thereof, or by an affidavit of witness of such execution, duly sworn to before such notary public or other officer. Where such execution is by an officer of a corporation or association or a member of a partnership, on behalf of such corporation, association or partnership, such signature guarantee, certificate or affidavit shall also constitute sufficient proof of authority.

B. The ownership of Bonds and the amount, numbers and other identification and date of holding the same shall be proved by the registration book maintained by the Registrar.

Any request or consent by the Owner of any Bond shall bind all future Owners of such Bond in respect of anything done or suffered to be done by the County or any Fiduciary in accordance therewith.

Section 13.02. Moneys Held for Particular Bonds. The amounts held by any Fiduciary for the payment of interest, principal or Redemption Price due on any date with respect to particular Bonds shall, on and after such date and pending such payment, be set aside on its books and held in trust by it for the Owners of the Bonds entitled thereto.

Section 13.03. Preservation and Inspection of Documents. All documents received by any Fiduciary under the provisions of this Indenture, shall be retained in its possession and shall be subject at all reasonable times to the inspection of the County, any other Fiduciary, and any Owner and their agents and their representatives, any of whom may make copies thereof.

Section 13.04. Cancellation and Destruction of Bonds. All Bonds paid or redeemed, either at or before maturity, and all mutilated Bonds surrendered pursuant to Section 3.07, shall be delivered to the Trustee when such payment or redemption is made or upon surrender, as the case may be, and such Bonds, together with all Bonds purchased by the Trustee, shall thereupon be promptly cancelled. Bonds so cancelled may at any time be destroyed by the Trustee, who shall execute a certificate of destruction in duplicate by the signature of one of its authorized officers describing the Bonds so destroyed, and one executed certificate shall be delivered to the County and the other retained by the Trustee.

Section 13.05. Parties Interested Herein. Nothing in this Indenture expressed or implied is intended or shall be construed to confer upon, or to give to, any Person, other than the County, the Fiduciaries, and the Owners of the Bonds, any right, remedy, or claim under or by reason of this Indenture or any covenant, condition, or stipulation thereof; and all the covenants, stipulations, promises, and agreements in this Indenture contained by and on behalf of the County shall be for the sole and exclusive benefit of the County, the Fiduciaries and the Owners of the Bonds.

Section 13.06. No Recourse on the Bonds. No recourse shall be had for the payment of the principal or Redemption Price of or interest on the Bonds or for any claim based thereon or on this Indenture against any past, present or future member, director, officer, employee, or agent of the County, or any successor, public body, or any person executing the Bonds, either directly or through the County, under any rule of law or equity, statute, or constitution or otherwise; and all such liability of any such officers, directors, members, employees, or agents as such is hereby expressly waived and released as a condition of and consideration for the execution of this Indenture and the issuance of the Bonds. No officer, director, agent, or employee of the County shall be individually or personally liable for the payment of the principal or Redemption Price of or interest on the Bonds; but nothing herein contained shall relieve any such officer, director, agent, or employee from the performance of any official duty provided by law. All covenants, stipulations, obligations, and agreements of the County contained in this Indenture shall be deemed to be covenants, stipulations, obligations, and agreements of the County to the full extent authorized and permitted by the Constitution and laws of the State; and no covenants, stipulations, obligations, or agreements contained herein shall be deemed to be a covenant, stipulation, obligation, or agreement of any present or future officer, director, agent, or employee of the County in his or her individual capacity; and no officer executing the Bonds shall be liable personally on the Bonds or be subject to any personal liability or accountability by reason of the issue thereof. No officer, director, agent, or employee of the County shall incur any personal liability in acting or proceeding or in not acting or not proceeding in accordance with the terms of this Indenture.

Section 13.07. Successors and Assigns. Whenever in this Indenture the County is named or referred to, it shall be deemed to include its successors and assigns and all the covenants and agreements in this Indenture contained by or on behalf of the County shall bind and inure to the benefit of its successors and assigns whether so expressed or not.

Section 13.08. Severability of Invalid Provisions. If any one or more of the covenants or agreements provided in this Indenture on the part of the County or any Fiduciary to be performed should be contrary to law, then such covenant or covenants or agreement or agreements shall be deemed severable from the remaining covenants and agreements, and shall in no way affect the validity of the other provisions of this Indenture.

Section 13.09. Notices. Any notice, demand, direction, request or other instruments authorized or required by this Indenture to be given to, delivered to or filed with the County or the Trustee shall be deemed to have been sufficiently given, delivered or filed for all purposes of the Indenture if and when sent by registered mail, return receipt requested:

To the County, if addressed to:

The County of Kane, Illinois
719 Batavia Avenue
Geneva, Illinois 60134
Attention: Executive Director of Finance

or at such other address as may be designated in writing by the County to the Trustee;

To the Trustee, if addressed to:

Zions Bancorporation, National Association
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Trustee to the County; and

To the Toll Bridge Trustee, if addressed to:

Zions Bancorporation, National Association
111 West Washington Street, Suite 1860
Chicago, Illinois 60602
Attention: Corporate Trust Department

or at such other address as may be designated in writing by the Toll Bridge Trustee to the County.

Section 13.10. Construction. The Indenture and all Supplemental Indentures shall be construed in accordance with the provisions of Illinois law.

Section 13.11. Headings Not a Part of This Indenture. Any headings preceding the texts of the several Articles and Sections hereof, and any Table of Contents appended to copies hereof, are solely for convenience of reference and do not constitute a part of this Indenture, nor do they affect its meaning, construction or effect.

Section 13.12. Multiple Counterparts. The Indenture may be executed in multiple counterparts, each of which shall be regarded for all purposes as an original; and such counterparts shall constitute but one and the same instrument.

IN WITNESS WHEREOF, The County of Kane, Illinois, has caused this Indenture to be executed in its name and its behalf by the Chairman of its County Board and its corporate seal to be impressed herein and attested by the County Clerk of the County and Zions Bancorporation, National Association, has caused this Indenture to be executed in its behalf by its _____ and its corporate seal to be impressed hereon and attested by its _____, all as of the day and year first above written.

THE COUNTY OF KANE, ILLINOIS

By _____
Chairman of the County Board

(SEAL)

ATTEST:

County Clerk

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, CHICAGO, ILLINOIS

By _____
Title _____

(SEAL)

ATTEST:

Title: _____

EXHIBIT A

FORM OF SALES TAX CERTIFICATE

**THE COUNTY OF KANE, ILLINOIS
TOLL BRIDGE REVENUE BOND (SALES TAX SUPPORTED), SERIES 2018**

Registered Owner: Zions Bancorporation, National Association, Chicago, Illinois, as Trustee under the Toll Bridge Trust Indenture, dated as of _____, 2018, by and between The County of Kane, Illinois, and Zions Bancorporation, National Association, Chicago, Illinois

KNOW ALL PERSONS BY THESE PRESENTS that Zions Bancorporation, National Association, Chicago, Illinois (the “Trustee”), as Trustee under the Sales Tax Trust Indenture, dated as of _____, 2018, by and between The County of Kane, Illinois (the “County”), and Trustee (the “Indenture”), for value received, hereby promises to pay (but only out of the sources provided in the Indenture) to the Registered Owner identified above or any successor or successors appointed under the Toll Bridge Trust Indenture, dated as of _____, 2018, by and between the County and Zions Bancorporation, National Association, Chicago, Illinois (the “Toll Bridge Trustee”), amounts then payable to the Toll Bridge Trustee pursuant to Sections 5.05 and 5.06 of the Indenture, by wire transfer or by check mailed to the address of the Toll Bridge Trustee as set forth in the Indenture.

This Certificate is issuable only in fully registered form and may not be converted into bearer form. The County and the Trustee may treat the Registered Owner hereof as the absolute owner of this Certificate for all purposes, notwithstanding any notice to the contrary.

The Registered Owner of this Certificate shall have no right to enforce the provisions of the Indenture or to institute action to enforce the covenants therein, or to take any action with respect to any event of default under the Indenture, or to institute, appear in or defend any suit or other proceedings with respect thereto, except as provided in the Indenture.

Reference is hereby made to the provisions of Sections 5.05 and 5.06 of the Indenture and such further provisions shall for all purposes have the same effect as if set forth at this place.

IN WITNESS WHEREOF Zions Bancorporation, National Association, not individually, but in the capacity as hereinabove described, has caused this Certificate to be signed in its corporate name by one of its officers, all as of the ____ day of _____, 2018.

ZIONS BANCORPORATION, NATIONAL
ASSOCIATION, as Trustee

By MANUAL
Authorized Signatory

MINUTES of a regular public meeting of the County Board of The County of Kane, Illinois, held at Kane County Government Center, Building A, 719 South Batavia Avenue, Geneva, Illinois, in said County at 9:45 o'clock A.M., on the 9th day of October, 2018.

* * *

The Chairman called the meeting to order and directed the County Clerk to call the roll.

Upon the roll being called, Chris Lauzen, the Chairman, and the following County Board Members were physically present at said location: _____

The following County Board Members were absent and did not participate in the meeting in any manner or to any extent whatsoever: _____

The Chairman announced that the next item for consideration would be the proposed issuance of toll bridge revenue bonds for the purpose of constructing a toll bridge over the Fox River to alleviate traffic congestion in northern Kane County, and that the County Board would now consider the adoption of an ordinance (i) providing for the sale of such bonds to Citigroup Global Markets Inc., (ii) providing for the pledge of toll bridge revenues and, to enhance the security of such bonds, Regional Transportation Authority sales tax revenues, to the payment of principal and interest on such bonds and (iii) authorizing the execution and delivery of Trust Indentures in connection therewith. The Chairman then explained that the ordinance sets forth the parameters for the issuance of the bonds and sale thereof by designated officials of

the County and summarized the pertinent terms of the parameters, including the specific parameters governing the manner of sale, length of maturity, rates of interest and purchase price for the bonds.

Whereupon _____ presented and the County Clerk read by title an ordinance as follows, copies of which were available to everyone in attendance at said meeting who requested a copy:

County Board Member _____ moved and County Board Member _____ seconded the motion that said ordinance as presented and read by title be adopted.

After a full discussion thereof, the Chairman directed that the roll be called for a vote upon the motion to adopt said ordinance.

Upon the roll being called, the following County Board Members voted AYE: _____

The following County Board Members voted NAY: _____

Whereupon the Chairman declared the motion carried and said ordinance adopted, approved and signed the same in open meeting and directed the County Clerk to record the same in the records of the County Board of The County of Kane, Illinois, which was done.

Other business not pertinent to the adoption of said ordinance was duly transacted at the meeting.

Upon motion duly made, seconded and carried, the meeting was adjourned.

County Clerk of
The County of Kane, Illinois

STATE OF ILLINOIS)
) SS
COUNTY OF KANE)

CERTIFICATION OF MINUTES

I, the undersigned, do hereby certify that I am the duly qualified and acting County Clerk of The County of Kane, Illinois (the “County”), and as such official I am the keeper of the records and files of the County Board of the County (the “Board”).

I do further certify that the foregoing constitutes a full, true and complete transcript of the minutes of the meeting of the Board held on the 9th day of October, 2018, insofar as same relates to the adoption of Ordinance No. ____ entitled:

AN ORDINANCE providing for the issue of not to exceed \$29,000,000 Toll Bridge Revenue Bonds (Sales Tax Supported), Series 2018, of The County of Kane, Illinois, for the purpose of constructing a toll bridge, the pledge of toll bridge revenues and, to enhance the security for said bonds, Regional Transportation Authority sales tax revenues, to the payment of principal and interest on said bonds and for the sale of said bonds to Citigroup Global Markets Inc., authorizing the execution and delivery of Trust Indentures in connection therewith and providing for payment of said bonds and authorizing certain other matters.

a true, correct and complete copy of which said ordinance as adopted at said meeting appears in the foregoing transcript of the minutes of said meeting.

I do further certify that the deliberations of the Board on the adoption of said ordinance were conducted openly, that the vote on the adoption of said ordinance was taken openly, that said meeting was called and held at a specified time and place convenient to the public, that notice of said meeting was duly given to all of the news media requesting such notice, that an agenda for said meeting was posted at the location where said meeting was held and at the principal office of the Board at least 96 hours in advance of the holding of said meeting, that at least one copy of said agenda was continuously available for public review during the entire 96-hour period preceding said meeting, that a true, correct and complete copy of said agenda as so posted is attached hereto as *Exhibit A*, that said meeting was called and held in strict compliance with the provisions of the Open Meetings Act of the State of Illinois, as amended, and with the provisions of the Counties Code of the State of Illinois, as amended, and that the Board has complied with all of the provisions of said Act and said Code and with all of the procedural rules of the Board.

IN WITNESS WHEREOF, I hereunto affix my official signature and the seal of the County,
this 9th day of October, 2018.

County Clerk of
The County of Kane, Illinois

(SEAL)



RESOLUTION/ORDINANCE EXECUTIVE SUMMARY

Resolution No. 18 - 395

Authorization to Include an Increase for New Construction in the 2019 General Fund Property Tax Budget

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: \$570,000
If not budgeted, explain funding source:	

Summary:

This resolution authorizes the inclusion of a property tax increase for new construction and expiring TIF districts in the FY19 General Fund budget.

STATE OF ILLINOIS

COUNTY OF KANE

RESOLUTION NO. 18 - 395

**AUTHORIZATION TO INCLUDE AN INCREASE FOR NEW CONSTRUCTION IN THE 2019
GENERAL FUND PROPERTY TAX BUDGET**

WHEREAS, it is the intent of the County Board to achieve at least the same percentage increase in the aggregate property tax levy over the prior year aggregate property tax levy as the percentage increase in rate setting EAV attributable to new construction and expiring Tax Increment Financing Districts; and

WHEREAS, \$570,000 is considered a reasonable estimate of the increase in property tax attributable to new construction and expiring Tax Increment Financing Districts.

NOW, THEREFORE, BE IT RESOLVED by the Kane County Board that the budget line item 001.000.000.30000 for General Fund Property Tax revenue for Fiscal Year 2019 include an increase of \$570,000 attributable to new construction and expiring Tax Increment Financing Districts.

Passed by the Kane County Board on October 9, 2018.

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

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

Vote:

18-10 New Construction Increase