KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, April 16, 2013 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
   A. Todd Milliron
9. Executive Session
10. Old Business
   A. Approval of Official Bond and Oath for Christopher Meochko, Regional Superintendent of Schools
11. New Business
   A. Ratification of Collective Bargaining Agreement between Teamsters Local 330 and Kendall County Illinois (Facilities) effective December 1, 2012 through November 30, 2016
   C. Ratification of Collective Bargaining Agreement between Teamsters Local 330 and Kendall County Illinois (Assessors) and Kendall County Clerk and Recorder effective December 1, 2012 through November 30, 2016
   D. Agreement for Inmate Health Care Services
   E. Public Hearing regarding application for public transportation assistance under Section 5311 of Federal Transit Act of 1911, as amended (49 U.S.C. §5311)
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State's Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
   B. Public Safety
   C. Administration, HR
      1. Approve Kendall County Employment Application
      2. Approve Resolution regarding County Website Transparency Policy
      3. Approve Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991
      4. Acceptance of Section 5333(b) Special Warranty as condition of the receipt of Section 5311 regarding fair and equitable arrangements to protect the interests of employees affected by such assistance
   D. Highway
      1. Eldamain Road Farm Leases Agreement
      2. Intergovernmental Agreement with Joliet for the Caton Farm Rd/Ridge Rd Intersection Reconstruction Section 12-00118-00-TL
      3. Engineering Agreement with WBK for Minkler and Collins Roads in the amount of $33,000
4. Engineering Supplement with Hutchison Engineering in the amount of $15,000
5. County and Township Road and Bridge Project Bids
6. Facilities Management
7. Finance Committee
   1. Approve Claims in the amount of $516,901.02
   2. Create line item within Coroner’s budget for Indigent Expenses and authorize expenditures up to $2,000.00
   4. Resolution approving Senior Tax Levy Grant Awards:
      a. Community Nutrition Network $15,750
      b. Prairie State Legal Service $6,500
      c. Senior Services Associates, Inc $119,500
      d. Department of Health & Human Services $59,178
      e. FVOAS $54,250
      f. VNA $8,000
      g. Oswegoland Seniors, Inc $38,500
      h. Fox Valley Family YMCA $1,000
      i. Community Meals for Seniors $15,500
8. Animal Control
9. Labor & Grievance
10. Committee of the Whole
11. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Public Building Commission
    B. VAC
    C. Historic Preservation Commission
    D. UCCI
    E. 708 Mental Health Board
    F. River Valley Workforce Investment Board
    G. Housing Authority
    H. CMAP MPO Policy Committee
13. Other Business
14. Chairman’s Report

Appointments
Amy Cesich – Labor & Grievance Committee - fill vacancy
Jessie Hafenrichter – Farmland Protection – 2 year term – expires December 2014
Announcements
15. Citizens to be Heard
16. Questions from the Press
17. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, March 19, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Judy Gilmour, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Wehrli moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/19/13. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw asked to move the Citizens to be Heard to combine it with the Citizens to be Heard at the end of the meeting, reverse the new and old business, and move Finance ahead of old business. Member Koukol moved to approve the amended agenda. Member Gilmour seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

EXECUTIVE SESSION

Member Wehrli made a motion to go into Executive Session for the employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity, for collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees, and for litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

STANDING COMMITTEE REPORTS

Finance

CLAIMS

Member Cesich moved to approve the claims submitted in the amount of $644,715.28. Member Purcell seconded the motion.

COMBINED CLAIMS: FCLT MGMT $69,324.93, B&Z $568.03, CO CLK & RCDR $681.25, ELECTION $8,104.92, ED SRV REG $5,871.42, SHRFF $76,585.04, CRRCNTS $20,969.98, MERIT $50.00, EMA $209.47, CRCT CT CLK $165.66, JURY COMM $312.98, CRCT CT JGD $5,130.02, CRNR $514.49, CMB CRT SRV $6,992.48, PUB DFNDR $233.52, ST ATTY $2,033.87, TRSR $133.25, EMPLY HLTH INS $135.00, OFF OF ADM SRV $4,998.95, GNRL INS & BNDG $49.00, CO BRD $330.53, TECH SRV $4,952.05, ECON DEV $900.00, CO HWY $48,862.52, CO BROG $15,614.07, TRNSPRT SALES TX $34,757.61, HLTH & HMN SRV $127,995.07, FRST PRSRV $13,465.45, ANML CNTRL $2,265.06, CO RCRD DOC STRG $33,894.21, DRG ABS EXP $384.01, HIDA $40,477.09, CRT SEC FND $131.22, LAW LBRY $1,654.12, PRBTN SRV $10,876.57, KEN AREA TRAN FND $3,101.00, PUB SFTY $69,525.92, SHRFF FTA $1,144.47, ANML CNTRL $65.00, VAC $5,037.05 FP BND PRO 2007 $6,220.00, FP BND PRO 2007 $6,220.00

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

Resolution Opposing the Diversion of Monies from the Local Government Distributive Fund

County Administrator, Jeff Wilkins explained that this is an attempt by the Governor's office to cut the funding source.

Co Board 3/19/2013
Member Purcell made a motion to approve the Resolution Opposing the Diversion of Monies from the Local Government Distributive Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL
RESOLUTION 13-06
A RESOLUTION OPPOSING THE DIVERSION OF MONIES FROM THE LOCAL GOVERNMENT DISTRIBUTIVE FUND

WHEREAS, since 1969, counties and municipalities throughout the State of Illinois have received a portion of the total receipts from income taxes based on their respective population, known as the Local Government Distributive Fund; and

WHEREAS, the Local Government Distributive Fund has always been intended to provide funding for counties and municipalities to provide essential services to residents of the State of Illinois; and

WHEREAS, over the past several years, the Illinois General Assembly has considered and adopted certain measures to divert portions of the Local Government Distributive Fund; and

WHEREAS, during this 98th General Assembly session, the Governor’s Office is proposing, and some state legislators are supporting, a 20% reduction to the Local Government Distributive Fund; and

WHEREAS, this reduction would result in $240 million annual loss of revenues for counties and municipalities throughout the State of Illinois; and

WHEREAS, reducing the Local Government Distributive Fund monies owed to counties and municipalities will create financial stress on county and municipal budgets and will weaken the level of services counties and municipalities provide to the citizens of Illinois; and

WHEREAS, this reduction will result in a $458,000 annual loss to Kendall County and will result in additional annual revenue losses to municipalities within Kendall County.

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

1) The County Board opposes any reduction of the Local Government Distributive Fund.
2) The County Board urges Senators and Representatives of the 98th General Assembly of Illinois to reject any budget proposal which includes any reduction of the Local Government Distributive Fund.

Approved and adopted by the County Board of Kendall County, Illinois, this 19th day of March, 2013.

Attest: 
John Shaw, Chairman
County Board
Debbie Gillette
County Clerk

Retroactive salary adjustments for Circuit Clerk’s Office

Member Purcell made a motion to approve the retroactive salary adjustment for the Circuit Clerk’s office effective December 1, 2012 to the current time in an amount not to exceed $5,500.00. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

GIS Contract with Sidwell

Member Purcell stated that the State’s Attorney’s office needs to review the bid, it may need to be rebid.

Member Purcell made a motion to rescind the approval of the Sidwell contract. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

Settlement Agreement

Assistant State’s Attorney, David Berault explained that this will settle all claims that have been made, there will not be an exchange of money.

Co Board 3/19/2013
Member Wehrli made a motion to approve the settlement agreement and waiver and release of all claims in the amount of zero dollars for dismissal of pending FOP Grievance filed on behalf of K. Hanson and K. Hanson v. Kendall County, Charge No. 440-2013-00968. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Chief Deputy Koster had nothing to report.

County Clerk

Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>993.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>810.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>1,969.26</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>32,996.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>36,768.76</td>
</tr>
<tr>
<td>County Revenue</td>
<td>$</td>
<td>19,341.00</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$</td>
<td>19,875.50</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>33,522.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$</td>
<td>4,188.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>47.33</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>9,513.75</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>17,883.00</td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$</td>
<td>141,139.34</td>
</tr>
</tbody>
</table>

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR THREE MONTHS ENDED 02/28/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$71,125</td>
<td>22.56%</td>
<td>$62,216</td>
<td>19.75%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$498,458</td>
<td>25.56%</td>
<td>$384,125</td>
<td>21.34%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$99,634</td>
<td>29.30%</td>
<td>$82,945</td>
<td>24.40%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$220,137</td>
<td>23.25%</td>
<td>$254,591</td>
<td>26.25%</td>
</tr>
</tbody>
</table>

Co Board 3/19/2013
<table>
<thead>
<tr>
<th>Service</th>
<th>2013 Fees</th>
<th>2013 Charges</th>
<th>2013 %</th>
<th>2013 Revenue</th>
<th>2013 %</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$124,990</td>
<td>31.25%</td>
<td>$101,165</td>
<td>26.62%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$284,689</td>
<td>23.72%</td>
<td>$283,110</td>
<td>21.78%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$550,000</td>
<td>$141,538</td>
<td>25.73%</td>
<td>$116,241</td>
<td>20.76%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$5,401</td>
<td>13.50%</td>
<td>$3,381</td>
<td>9.66%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$5,531</td>
<td>15.80%</td>
<td>$8,718</td>
<td>17.44%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$259,588</td>
<td>23.59%</td>
<td>$241,961</td>
<td>24.65%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$622,677</td>
<td>25.94%</td>
<td>$602,630</td>
<td>25.11%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$99,274</td>
<td>52.25%</td>
<td>$56,028</td>
<td>32.96%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$222,080</td>
<td>27.59%</td>
<td>$240,363</td>
<td>32.05%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$184,682</td>
<td>26.31%</td>
<td>$188,379</td>
<td>41.86%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$10,974,464</td>
<td>$2,839,804</td>
<td>25.88%</td>
<td>$2,625,854</td>
<td>25.00%</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,200,000</td>
<td>$1,107,852</td>
<td>26.38%</td>
<td>$1,078,137</td>
<td>26.95%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,200,000</td>
<td>$1,107,852</td>
<td>26.38%</td>
<td>$1,078,137</td>
<td>26.95%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should at 24.99%

**Circuit Clerk**

Circuit Clerk, Becky Morganegg thanked the board for the approval of the back pay for the staff and she is looking forward working together.

**State’s Attorney**

No Report

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period In 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths.....</td>
<td>76</td>
<td>76</td>
</tr>
<tr>
<td>Autopsies to Date……..</td>
<td>6</td>
<td>6</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>3</td>
<td>8</td>
</tr>
<tr>
<td>Cremation Permits…...</td>
<td>40</td>
<td>35</td>
</tr>
</tbody>
</table>

Deputy Coroner Purcell provided a presentation to the Oswego High School Law Enforcement Class on February 20.
Health Department

Amaal Tokars commented on the presentation from the Health Department and Soil and Water District; there were high quality questions, respectful eye contact, and earnest interest in what services were being provided in the community.

Supervisor of Assessments

No report.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

The next meeting is on April 8, 2013.

Public Safety

Chairman Shaw reviewed the minutes in the packet from the March 1, 2013 meeting.

Administration, HR, Revenue

Member Gilmour reviewed the minutes in the packet from the March 7, 2013 meeting.

Highway

Member Koukol reviewed the minutes in the packet from the March 12, 2013 meeting.

Farm Lease bld

Member Koukol stated that the lease is being worked out in the State's Attorney's Office.

Speed Limit Ordinance of Little Rock Road

Member Koukol made a motion to approve the Speed Limit Ordinance on Little Rock Road. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Ordinance No. 13-08
An Ordinance for the Establishment of an Altered Speed Zone on Little Rock Road

WHEREAS, pursuant to 625 ILCS 5/11-604, the Kendall County Board has been granted authority to establish altered speed limits on all county highways, township roads and district roads as defined in the Illinois Highway Code, except those under the jurisdiction of the Illinois Department of Transportation or of the Illinois State Toll Highway Authority; and

WHEREAS, an engineering and traffic investigation, performed by the Kendall County Highway Department or its agent(s) upon the respective streets or highways listed in the schedule contained herein, has determined that an altered speed zone(s) is appropriate for the listed streets or highways maintained by Kendall County Highway Department; and

WHEREAS, the Kendall County Board has determined that the statutory maximum vehicular speed limits established by Section 11-601 of the Illinois Vehicle Code are greater or less than that considered reasonable and proper on the street or highway listed in the following schedule;

THEREFORE, BE IT ORDAINED, that the County Board of Kendall County hereby declares that the reasonable and proper, absolute maximum speed limits for the respective streets or highways listed in the following schedule shall be as stated therein;

AND BE IT FURTHER ORDAINED, that this ordinance shall take effect immediately after the erection of signs giving notice of the maximum speed limits.

SCHEDULE OF ALTERED SPEED ZONES

<table>
<thead>
<tr>
<th>Street or Highway</th>
<th>Exact Limits of Zone(s)</th>
<th>Maximum Speed Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>Little Rock Road</td>
<td>U.S. Rte. 34 to Meyer Street</td>
<td>45 MPH</td>
</tr>
<tr>
<td>Co Board 3/19/2013</td>
<td>- 5 -</td>
<td></td>
</tr>
</tbody>
</table>
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 19th day of March, A.D., 2013.

Debbie Gillette - County Clerk

TAP Applications
City of Yorkville

Member Koukol made a motion to approve the TAP application for the City of Yorkville in the amount of $5,000.00. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Village of Oswego

Member Koukol made a motion to approve the TAP application for the Village of Oswego in the amount of $15,000.00. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Oswegoland Park District

Member Koukol made a motion to approve the TAP application for the Oswegoland Park District in the amount of $10,000.00. Member Gullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Village of Lisbon

Member Gilmour made a motion to approve the TAP application for the Village of Lisbon in the amount of $20,000.00. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Engineering Agreement with WBK

Member Koukol made a motion to table the Engineering Agreement with WBK not to exceed $33,000. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Supplemental Engineering Agreement with HW Lochner

Member Koukol made a motion to approve the supplemental engineering agreement with HW Lochner not to exceed $70,000. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County Engineer’s Salary

Member Koukol made a motion to approve the County Engineer’s salary in the amount of $104,216. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Chairman Shaw read an update from Member Gryder on CMAP.

Facilities

Member Koukol reviewed the minutes in the packet from the March 4, 2013 meeting.

Animal Control

Member Cesich reviewed the minutes in the packet from the February 20, 2013 meeting.

Members Purcell and Prochaska were excused from the meeting at 10:05am.

Committee of the Whole

Corrected minutes are in the packet from the February 22, 2013 meeting.
STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that $28,000 was appropriated for the flooring at the Public Safety Center. The amount of funds available for administrative purposes and the funds available for projects were reviewed.

VAC

Member Wehrli stated that the next meeting is on April 3, 2013.

Historic Preservation

Member Wehrli stated that the next meeting is on March 20, 2013.

UCCI

No report.

708 Mental Health

Member Gilmour stated that the next meeting is on June 5, 2013.

Rivervalley Workforce Investment Board

Member Koukol stated that the first meeting will be in March.

Housing Authority

No report.

CMAP MPO Policy Committee

Chairman Shaw read the update from Member Gryder earlier in the meeting.

OTHER BUSINESS

Member Gilmour stated that the next Kencom Executive Board meeting will be on March 28, 2013

CHAIRMAN’S REPORT

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

Appointments

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Purcell</td>
<td>Public Building Commission</td>
<td>September 2016</td>
</tr>
<tr>
<td>Sam Molaro</td>
<td>Ethics Commission</td>
<td>February 2015</td>
</tr>
<tr>
<td>John Purcell</td>
<td>Stormwater Management Planning Committee</td>
<td>expires 11/30/2016</td>
</tr>
<tr>
<td>John Shaw</td>
<td>Stormwater Management Planning Committee</td>
<td>expires 11/30/2016</td>
</tr>
<tr>
<td>Judy Gilmour</td>
<td>Stormwater Management Planning Committee</td>
<td>expires 11/30/2014</td>
</tr>
<tr>
<td>Amy Cesich</td>
<td>Stormwater Management Planning Committee Alternate-term expires 11/30/2014</td>
<td></td>
</tr>
<tr>
<td>Jeff Wehrli</td>
<td>Stormwater Management Planning Committee</td>
<td>expires 11/30/2016</td>
</tr>
<tr>
<td>Dan Koukol</td>
<td>Stormwater Management Planning Committee</td>
<td>expires 11/30/2016</td>
</tr>
<tr>
<td>Lynn Cullick</td>
<td>Stormwater Management Planning Committee Alternate-term expires 11/30/2014</td>
<td></td>
</tr>
</tbody>
</table>

Announcements

<table>
<thead>
<tr>
<th>Name</th>
<th>Position</th>
<th>Term Expiration</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jim Friedrich</td>
<td>Board of Health</td>
<td>April 2017</td>
</tr>
<tr>
<td>Cathy Kavanaugh</td>
<td>Board of Health</td>
<td>April 2017</td>
</tr>
<tr>
<td>Bob Vickery</td>
<td>Lisbon Seward Fire Protection District</td>
<td>3 year term - expires May 2016</td>
</tr>
<tr>
<td>John Church</td>
<td>Farmland Protection</td>
<td>December 2016</td>
</tr>
</tbody>
</table>
CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold, Yorkville asked that the State Attorney explain the arrangement that the Grundy County Board has made to pursue civil litigation against one of their county board members for recovery of taxpayer funds. Mr. Milliron stated that if there was a mistake in the GIS bid then the proper thing to do is issue a new RFP. A comment was made on the Citizens to be Heard part of the agenda.

QUESTIONS FROM THE PRESS

Ryan Morton from WSPY asked about committees that were not on the agenda and if these committees have been disbanded or just haven't met yet and asked about the roundabout in Plano.

Matt Schury from the Kendall County Record asked for clarification on the Circuit Clerk’s retroactive pay and for more information on the Hanson settlement.

ADJOURNMENT

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

Approved and submitted this 25th day of March, 2013.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
KNOW ALL MEN BY THESE PRESENTS:

That we, Christopher David Mehochko, as Principal, and RLI Insurance Company, a corporation duly licensed to do business in the State of Illinois, as Surety, are held and firmly bound unto the Grundy County

in the penal sum of $100,000.00 DOLLARS

(D), to the payment of which sum, well and truly to be made, we jointly and severally bind ourselves and our legal representatives firmly by these presents.

DATED this 11th day of March 2013

THE CONDITION OF THIS OBLIGATION IS SUCH, That whereas, the said Principal was duly ☑ elected ☐ appointed to the office of Regional Superintendent of Schools in the State of Illinois for the term commencing on the 6th day of March 2013.

NOW THEREFORE, if the said Principal shall faithfully perform the duties of his said office, then this obligation shall be void and of no effect.

This bond is executed by the Surety upon the following express conditions:

FIRST, the Surety shall not be liable hereunder for the loss of any public moneys or funds occurring through or resulting from the failure of, or default in payment by, any banks or depositories in which any public moneys or funds have been deposited, or may be deposited, or placed to the credit, or under the control of the Principal, whether or not such banks or depositories were or may be selected or designated by the Principal or by other persons; or by reason of the allowance to, or acceptance by the Principal or any interest on said public moneys or funds, any law, decision, ordinances, or statute to the contrary notwithstanding.

SECOND, that the Surety shall not be liable for any loss or losses, resulting from the failure of the Principal to collect any taxes, licenses, levies, assessments, etc., with the collections or which he may be chargeable by reason of his election or appointment as aforesaid.

THIRD, that the Surety may, if it shall so elect, cancel this bond by giving thirty (30) days notice in writing to the Obligee and this bond shall be deemed canceled at the expiration of said thirty (30) days; the Surety remaining liable, however, subject to all the terms, conditions and provisions of this bond for any act or acts covered by this bond which may have been committed by the Principal up to the date of such cancellation.

Christophen David Mehochko
Principal

RLI Insurance Company

Myns Poggendorf
Attorney In Fact

APPROVAL:
I have inspected the above Bond and do hereby certify that the same is sufficient.

OFF 0107 (2/94)
AGREEMENT FOR INMATE HEALTH CARE SERVICES
AT KENDALL COUNTY, ILLINOIS
Effective January 1, 2013 through December 31, 2015

This Agreement for Inmate Health Services (hereinafter, the “AGREEMENT”) entered into by and between the County of Kendall, a municipality in the State of Illinois, (hereinafter, the “COUNTY”) acting by and through its duly elected SHERIFF (hereinafter, “SHERIFF”), and Correctional Healthcare Companies, Inc., (hereinafter, “CHC”) a Delaware corporation.

RECITALS

WHEREAS, the COUNTY is charged by law with the responsibility for administering, managing, and supervising the health care delivery system of the Kendall County Public Safety Center located at 1102 Cornell Street, Yorkville, Illinois (hereinafter, “JAIL”); and

WHEREAS, the objective of the COUNTY is to provide for the delivery of quality health care to the INMATES and DETAINERS of the JAIL (hereinafter, “JAIL POPULATION”), in accordance with applicable law; and

WHEREAS, CHC is in the business of administering correctional health care services and desires to administer such services on behalf of the COUNTY to the JAIL POPULATION under the terms and conditions hereof; and

WHEREAS, the COUNTY and CHC previously entered into an Agreement for Inmate Health Care Services effective January 1, 2009 through December 31, 2011, as amended, (hereinafter referred to as “2009 AGREEMENT”); and

WHEREAS, the terms of the 2009 AGREEMENT call for its automatic annual renewal upon the expiration of the term of the 2009 AGREEMENT unless terminated; and

WHEREAS, both parties mutually desire to terminate the existing 2009 AGREEMENT pursuant to its terms on December 31, 2012 at 11:59 p.m., and enter into a new agreement as set forth below.

NOW THEREFORE, in consideration of the covenants and promises hereinafter made, the parties hereto agree as follows:

DEFINITIONS

CONTRACT YEAR – The initial, and any successive, twelve (12) month period beginning with the effective date of the AGREEMENT. For purposes of this AGREEMENT, the effective date shall be January 1, 2013.

COUNTY INMATES/DETAINEES – An INMATE/DETAINEE held under the jurisdiction of the COUNTY or SHERIFF. COUNTY INMATES/DETAINEES may be housed in the JAIL or in another jurisdiction’s correctional facility. However, COUNTY INMATES/DETAINEES housed in another jurisdiction are not covered by the provisions of this AGREEMENT unless CHC administers health care services at the other jurisdiction’s facility and is specifically set forth below.
COVERED PERSONS – An INMATE/DETAINEE of the JAIL who is: (1) part of the JAIL’s Monthly Average Daily Population (MADP); and (2) FIT FOR CONFINEMENT; and (3)(a) incarcerated in the JAIL; or (b) on work release status and is indigent. NOTE: COVERED PERSONS include OTHER COUNTY INMATES/DETAINEES for purposes of delivery of basic health care services, however, the cost of certain services provided to OTHER COUNTY INMATES/DETAINEES are borne by the COUNTY as set forth in Section 5.0.

DETAINEE – An adult or juvenile individual whose sentence has not yet been adjudicated and is held as a pre-trial detainee or other individual held in lawful custody.

FIT FOR CONFINEMENT – A determination made by a CHC authorized physician and/or health-trained JAIL staff that an INMATE/DETAINEE is medically stable and has been medically cleared for acceptance into the JAIL. Such determination shall only be made after resolution of any injury or illness requiring immediate transportation and treatment at a hospital or similar facility.

HEALTH CARE STAFF – Medical, mental health and support staff provided or administered by CHC.

CHC CHIEF MEDICAL OFFICER – CHC’s Chief physician who is vested with certain decision making duties under this AGREEMENT.

INMATE – An adult or juvenile individual who is being incarcerated for the term of their adjudicated sentence.

MONTHLY AVERAGE DAILY POPULATION (MADP) – The average number of INMATES/DETAINEES housed in the JAIL on a daily basis for the period of one month. The MADP shall include, but separately list, OTHER COUNTY INMATES/DETAINEES. The MADP shall be figured by summing the daily population for the JAIL and OTHER COUNTY INMATES/DETAINEES (as determined by a count performed at the same time each day) for each day of the month and dividing this sum by the total number of days in the month. JAIL records shall be made available to CHC upon request to verify the MADP. Persons on work release and not indigent, home confinement, housed outside of the JAIL, and parolees and escapees shall not be considered part of the JAIL’s MADP.


OTHER COUNTY INMATE/DETAINEE – An INMATE/DETAINEE under the jurisdiction of another county, state or federal agency, who is being housed in the JAIL.

SPECIALTY SERVICES – Medical services that require physicians to be licensed in a specialty such as obstetrics, gynecology, or dermatology or other specialized field of medicine, excluding services that are otherwise provided for in this AGREEMENT.
ARTICLE I
HEALTH CARE SERVICES

1.0 SCOPE OF SERVICES. CHC shall administer health care services and related administrative services at the JAIL according to the terms and provisions of this AGREEMENT. The costs of the various health care services shall be borne by CHC or the COUNTY as set forth in this Article. Without the consent of CHC, the COUNTY may discontinue mental health services provided under this AGREEMENT by providing CHC with thirty (30) days advanced written notice of the COUNTY'S intent to discontinue such services, in accordance with the notice provisions of Paragraph 11.8 of this AGREEMENT. The monthly payment to CHC pursuant to Article VIII of this AGREEMENT shall be reduced by the amount of the discontinued mental health services effective thirty (30) days after receiving such notice.

1.1 GENERAL HEALTH CARE SERVICES. CHC will arrange and bear the cost of the following health care services:

1.1.1 HEALTH ASSESSMENT. A health assessment of an adult COVERED PERSON shall be performed as soon as possible, but no later than fourteen (14) calendar days after the INMATE/DETAINEE's arrival at the JAIL. The health assessment shall follow current NCCHC standards.

1.1.2 SCHEDULED SICK CALL. A qualified healthcare professional shall conduct sick calls for COVERED PERSONS on a timely basis and in a clinical setting. A physician will be available to see COVERED PERSONS at least once per week.

1.2 AMBULANCE SERVICE - NOT COVERED. CHC shall not be responsible for the provision or cost of any ambulance services. In the event that ambulance service is required for any reason, the COUNTY shall bear the cost.

1.3 BODY CAVITY SEARCHES/COLLECTION OF PHYSICAL EVIDENCE. CHC HEALTH CARE STAFF will not perform body cavity searches, nor collect physical evidence (blood, hair, semen, saliva, etc.), except within guidelines established by the NCCHC. If CHC HEALTH CARE STAFF collect physical evidence, the COUNTY shall be responsible for arranging any testing and bear the cost of collection and testing the collected evidence. After collecting evidence, CHC HEALTH CARE STAFF shall turn the specimen over to the SHERIFF or a court-designated representative for completion of chain-of-custody evidence.

1.4 DENTAL - ORAL SCREENING ONLY. CHC shall arrange and bear the cost of oral screening (as defined by NCCHC standards) of all COVERED PERSONS. The COUNTY shall bear the cost of any and all dental services required by the JAIL POPULATION.

1.5 ELECTIVE MEDICAL CARE - NOT COVERED. CHC shall not be responsible for the provision or cost of any elective care. In the event a member of the JAIL POPULATION requires elective care, the INMATE/DETAINEE or COUNTY shall be responsible for all costs. Elective medical care shall be defined as care which, if not provided, would not, in the sole opinion of CHC'S CHIEF MEDICAL OFFICER or designee, cause the INMATE/DETAINEE'S health to deteriorate or cause harm to the
INMATE/DETAINEE'S well being. Decisions concerning elective medical care shall be consistent with the applicable American Medical Association (AMA) Standards.

1.6 HOSPITALIZATION – NOT COVERED. CHC shall not be responsible for the provision or cost of any hospitalization services. In the event that hospitalization is medically necessary for a member of the JAIL POPULATION, the COUNTY shall bear the cost.

1.7 LONG TERM CARE – NOT COVERED. CHC shall not be responsible for the provision or cost of any long term care facility services. In the event that a member of the JAIL POPULATION requires skilled care, custodial care or other services of a long term care facility, the COUNTY shall bear the cost.

1.8 MEDICAL EQUIPMENT OVER $100. In the event that the Parties mutually agree that medical equipment in excess of $100 per unit cost is required to assist in providing health care services to COVERED PERSONS under this AGREEMENT, the COUNTY shall bear the cost of the medical equipment.

1.9 MEDICAL SUPPLIES/EQUIPMENT UNDER $100 – NOT COVERED. CHC shall not be responsible for the provision or cost of any medical supplies (i.e. alcohol prep pads, syringes, etc.) or equipment which has a unit cost of $100 or less (i.e. thermometers, scales, pulse ox testers, etc.). In the event that medical supplies or equipment are required for the JAIL, the COUNTY shall bear the cost.

1.10 MEDICAL WASTE – NOT COVERED. CHC shall not be responsible for the provision or cost of any medical waste services. In the event that removal of medical waste is required for the JAIL, the COUNTY shall bear the cost. The COUNTY shall bear all responsibility for compliance with OSHA and any state and federal regulations with respect to medical waste.

1.11 MENTAL HEALTH CARE. CHC shall arrange and bear the cost of on-site mental health services for COVERED PERSONS which shall include post admission assessment, evaluations, counseling, suicide intervention and continuity of care. CHC shall not be responsible for the provision or cost of any off-site or inpatient mental health services. The COUNTY shall be responsible for the provision and cost of off-site or inpatient mental health services for the JAIL POPULATION.

1.12 OFFICE EQUIPMENT – NOT COVERED. CHC shall not be responsible for the provision or cost of any office equipment. The COUNTY shall be responsible for providing office equipment, such as copier, fax and phone service required for the administrative operation of the medical unit.

1.13 OFFICE SUPPLIES – NOT COVERED. CHC shall not be responsible for the provision or cost of any office supplies. The COUNTY shall be responsible for providing office supplies such as books, medical record folders, and forms as required for the administrative operations of the medical unit.

1.14 PATHOLOGY/RADIOLOGY SERVICES – NOT COVERED. CHC shall not be responsible for the provision or cost of any pathology or radiology services. In the event that any pathology or radiology services (also referred to as laboratory and x-ray services) are required for the JAIL POPULATION, the COUNTY shall bear the cost.
1.15 PHARMACY SERVICES - NOT COVERED. CHC shall not be responsible for the provision or cost of any pharmacy services. In the event that pharmacy services are required for the JAIL POPULATION the COUNTY shall bear the cost.

1.16 PREGNANT COVERED PERSONS. CHC shall arrange and bear the cost of on-site health care services for any pregnant COVERED PERSON, emergency treatment of the COVERED PERSON’s unborn child and/or newborn infant(s) born in the JAIL in accordance with NCCHC standards and this AGREEMENT, but CHC shall not arrange or bear the cost of any health care services for infants. To the extent off-site health care services are required for any pregnant COVERED PERSON, emergency treatment of the COVERED PERSON’s unborn child and/or newborn infant(s) born in the JAIL, CHC shall make appropriate arrangements for rendering off-site care, but CHC shall not be responsible for the cost of such off-site services.

1.17 SPECIALTY SERVICES - NOT COVERED. CHC shall not be responsible for the provision or cost of any SPECIALTY SERVICES. In the event that SPECIALTY SERVICES are medically necessary for the JAIL POPULATION, the COUNTY shall bear the cost.

1.18 VISION CARE - NOT COVERED. CHC shall not be responsible for the provision of eyeglasses or any other vision services other than care for eye injuries or diseases. In the event that any COVERED PERSON requires vision services, including an ophthalmologist’s services, the COUNTY shall bear the cost of vision or eye care services.

ARTICLE II
HEALTH CARE STAFF

2.0 STAFFING HOURS. CHC shall provide or arrange for the provision of HEALTH CARE STAFF necessary to render the health care services contemplated in Article I as set forth below:

2.0.1 A total of 60 hours per week of Licensed Practical Nurse (LPN) services to be assigned by CHC.

2.0.2 CHC shall arrange for Certified Nurse Assistant (CNA) services on an as needed basis. Any such additional services shall be pre-approved, in writing, by the COUNTY. Compensation for the CNA’s service is not included in the compensation amount listed in Paragraph 8.0 and CHC shall bill the COUNTY for this service pursuant to 8.1.1.

2.0.3 Up to 1 hour per week of Physician services to be assigned by CHC.

2.0.4 Up to 8 hours per week of Mental Health Professional services to be assigned by CHC.

2.0.4.1 CHC shall arrange for additional Mental Health Professional services on an as needed basis. Any such additional services shall be pre-approved, in writing, by the COUNTY. Compensation for this service is not included in the compensation amount listed in Paragraph 8.0 and CHC shall bill the COUNTY for this service pursuant to 8.1.1.
2.0.5 Additional hours may be provided if mutually agreed upon by both parties in writing, with at least 24 hours advanced notice.

2.0.6 CHC shall provide or arrange for the provision of an on-call physician and/or nurse available by telephone or pager, 24 hours per day and 7 days per week.

2.0.7 Said hours may be re-allocated and subject to change as determined by mutual agreement of the SHERIFF and CHC, but shall in all respects be consistent with the medical recommendations of CHC’s licensed physician.

2.1 STAFFING LEVELS WAIVER. Based on actual staffing needs as affected by medical emergencies, riots, increased or decreased INMATE/DETAINEE population, and other unforeseen circumstances, certain increases or decreases in staffing requirements may be waived as agreed to by the SHERIFF and CHC.

2.2 STAFFING CHANGES. CHC shall not change members of the HEALTH CARE STAFF without prior written notice to the SHERIFF.

2.3 STAFF SCREENING. The COUNTY and SHERIFF shall screen CHC’s proposed HEALTH CARE STAFF, employees, agents and/or subcontractors providing services at the JAIL to ensure they do not constitute a security risk. The SHERIFF shall have final approval of CHC’s HEALTH CARE STAFF, employees, agents and/or subcontractors in regards to security/background clearance.

2.4 SATISFACTION WITH HEALTH CARE STAFF. In recognition of the sensitive nature of correctional facility operations, if the SHERIFF becomes dissatisfied with any member of the HEALTH CARE STAFF, the SHERIFF shall provide CHC written notice of such dissatisfaction and the reasons therefore. Following receipt of such notice, CHC shall use commercially reasonable efforts to resolve the dissatisfaction. If the problem is not resolved to the satisfaction of the SHERIFF within ten (10) business days following CHC’s receipt of the notice, CHC shall remove the individual from providing services at the JAIL. The SHERIFF reserves the right to revoke the security clearance of any HEALTH CARE STAFF at any time.

ARTICLE III
ADMINISTRATIVE SERVICES

3.0 UTILIZATION MANAGEMENT. CHC shall not provide utilization management services and the COUNTY shall be responsible to administer medical claims processing for all offsite medical services.

3.1 HEALTH AND MENTAL HEALTH EDUCATION AND TRAINING. CHC shall conduct an ongoing health and mental health education and training program for the COUNTY Deputies and Jailers in accordance with the needs mutually established by the COUNTY and CHC. Any training given to COUNTY Deputies and Jailers shall not be included in the eight (8) hours of mental health services, as outlined in Paragraph 2.0.4, because said training is not done with the INMATES.
3.2 QUARTERLY REPORTS. As requested by the SHERIFF, CHC shall submit quarterly health care reports concerning the overall operation of the health care services program rendered pursuant to this AGREEMENT and the general health of the JAIL POPULATION.

3.3 QUARTERLY MEETINGS. As requested by the SHERIFF, CHC shall meet quarterly, or as soon thereafter as possible, with the SHERIFF, or designee, concerning health care services within the JAIL and any proposed changes in health-related procedures or other matters, which both parties deem necessary.

3.4 MEDICAL RECORDS MANAGEMENT. CHC shall provide the following medical records management services:

3.4.1 MEDICAL RECORDS. CHC HEALTH CARE STAFF shall maintain, cause or require the maintenance of complete and accurate medical records for COVERED PERSONS who have received health care services. Medical records shall be kept separate from COVERED PERSON'S confinement records. A complete copy of the individual medical record shall be available to accompany each COVERED PERSON who is transferred from the JAIL to another location for off-site services or transferred to another institution. CHC will keep medical records confidential and shall not release any information contained in any medical record except as required by published JAIL policies, by a court order or by applicable law. Upon termination of this AGREEMENT, all medical records shall be delivered to and remain with the SHERIFF, as property of the SHERIFF's office.

3.4.2 COMPLIANCE WITH LAWS. Each medical record shall be maintained in accordance with the Health Insurance Portability and Accountability Act of 1996 ("HIPAA"), and any other applicable state or federal privacy statute or regulation.

3.4.3 RECORDS AVAILABILITY. As needed to administer the terms of this AGREEMENT, CHC shall make available to the SHERIFF or COUNTY, unless otherwise specifically prohibited, at the SHERIFF's or COUNTY's request, all records, documents and other papers relating to the direct delivery of health care services to the JAIL POPULATION hereunder.

ARTICLE IV
PERSONS COVERED UNDER THIS AGREEMENT

4.0 GENERAL. Except as otherwise provided in this AGREEMENT, CHC shall only be required to arrange for health care services under this AGREEMENT to be provided to COVERED PERSONS.

4.1 EMERGENCY MEDICAL CARE FOR JAIL EMPLOYEES AND VISITORS. CHC shall arrange for on-site first response emergency medical care as required for JAIL employees, contractors and visitors to the JAIL. The medical treatment shall be limited to the extent reasonably necessary to stabilize and facilitate the individual's referral to a medical facility or personal physician.
4.2 RELEASE FROM CUSTODY. The COUNTY acknowledges and agrees that CHC is responsible for the payment of costs associated with services rendered to COVERED PERSONS as set forth in this AGREEMENT only when such persons remain in the custody of, or under the jurisdiction of, the JAIL. In no event shall CHC be responsible for payment of any costs associated with any services rendered to any individual when said individual is released from the custody of, or no longer under the jurisdiction of, the JAIL including, but not limited to, releasees, parolees and escapees. Furthermore, in no event shall CHC be responsible for payment of costs associated with any medical services rendered to a COVERED PERSON when said COVERED PERSON is injured outside the JAIL facility during transport to or from the JAIL.

ARTICLE V
PERSONS NOT COVERED OR PARTIALLY COVERED UNDER THIS AGREEMENT

5.0 OTHER COUNTY INMATES/DETAINEES. CHC shall only be responsible for arranging health assessments and sick call for OTHER COUNTY INMATES/DETAINEES. The cost of all prescription medication and all other health care expenses shall be paid by the agency responsible for the OTHER COUNTY INMATE/DETAINEE, including those services listed in Article I of this AGREEMENT and all other medically-related expenses associated with OTHER COUNTY INMATES/DETAINEES.

5.1 COUNTY INMATES/DETAINEES HOUSED IN OTHER JURISDICTIONS OR OUTSIDE THE JAIL. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed in other counties or jurisdictions. The COUNTY or SHERIFF or other agency with legal responsibility for the medical care of such persons shall be responsible for all medical expenses associated with the care and treatment of COUNTY INMATES/DETAINEES removed from the JAIL, including, but not limited to the services listed in Article I of this AGREEMENT and any other health care related expenses associated with said INMATES/DETAINEES, unless the INMATE/DETAINEE is housed in a facility where CHC provides INMATE/DETAINEE health care services. CHC shall not be responsible for arranging the medical care or treatment for COUNTY INMATES/DETAINEES housed outside the JAIL (i.e. non-indigent work release INMATES/DETAINEES or INMATES/DETAINEES on home confinement).

5.2 INJURIES PRIOR TO INCARCERATION, FIT FOR CONFINEMENT AND ESCAPED INMATES/DETAINEES. CHC shall not be responsible for the cost of providing off-site medical care for injuries incurred by an arrested person prior to incarceration at the JAIL or during an escape or escape attempt, including, but not limited to, medical services provided to any arrested person prior to the person's booking and confinement in the JAIL. In addition, CHC shall not be responsible for the cost of any medical treatment or health care services necessary to medically stabilize any arrested person presented at intake by an arresting agency with a life threatening injury or illness or in immediate need of emergency medical care. CHC shall provide such care as is medically necessary until the arrested person can be transported to a medical care facility by the arresting agency or their designee. The arresting authority or the COUNTY shall bear the cost of, and be responsible for, all reasonable and necessary medical services or health care services of the individual until such time as the arresting authority can present a medically stable individual that is FIT FOR CONFINEMENT. To the extent CHC is billed for medical services provided to an individual who is not FIT FOR
CONFINEMENT the COUNTY shall reimburse CHC for all such costs. CHC shall not charge an additional fee simply to examine an individual to determine if he is suitably FIT FOR CONFINEMENT.

ARTICLE VI
COST OF SERVICES NOT COVERED UNDER THIS AGREEMENT

6.0 SERVICES NOT LISTED. Both parties understand and agree that there will be costs incurred for health care related services as outlined in Articles I, II and III above. CHC shall not be responsible for any expenses not specifically covered under Articles I, II and III of this AGREEMENT. In the event that any of the health care services not covered by CHC under Articles I, II and III, or any services that are not listed within this AGREEMENT, are required for a member of the JAIL POPULATION as a result of the medical judgment of a physician or CHC authorized personnel, CHC shall not be responsible for arranging such services and the cost of such services shall be billed directly to the COUNTY.

6.1 SERVICES BEYOND THE SCOPE OF THIS AGREEMENT. Both parties further understand and agree that there are certain occurrences, both beyond the control and within the control of the parties, that may result in health care expenses which are outside the scope of the normal operation of a correctional facility and, therefore, outside the contemplated scope of services under this AGREEMENT. While both parties will act in good faith and endeavor to reduce the possibility of such occurrences, in the unlikely event of an occurrence such as an Act of God, riot, explosion, fire, food poisoning, epidemic illness outbreak or any other catastrophic event, or an event caused by the action or inaction of the COUNTY or SHERIFF or their employees, agents or contractors, which results in medical care for the JAIL POPULATION, JAIL staff, visitors, or contractors, CHC shall not be responsible for costs attributable to such catastrophic event and all such costs shall be borne by the COUNTY. Notwithstanding the above, CHC shall be responsible for medical costs associated with such an event only if such an event was caused by CHC.

ARTICLE VII
COUNTY’S DUTIES AND OBLIGATIONS

7.0 COMPLIANCE WITH HIPAA/STATE HEALTH INFORMATION PRIVACY LAWS. The COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall comply with the Health Insurance Portability and Accountability Act of 1996 (hereinafter “HIPAA”) and any State health information privacy laws, to the extent they are applicable. The COUNTY and the SHERIFF shall implement policies and/or procedures in compliance with such laws.

7.1 COMPREHENSIVE MEDICAL/MENTAL HEALTH CARE. CHC shall identify to the SHERIFF those members of the JAIL POPULATION with medical or mental health conditions which may be worsened as a result of being incarcerated at the JAIL or which may require extensive care while incarcerated.
7.2 RECORD ACCESS. During the term of this AGREEMENT, and for a reasonable time following the termination of this AGREEMENT, the SHERIFF shall provide CHC, at CHC’s request, the COUNTY, JAIL and/or SHERIFF’S records (including medical records) relating to the provision of health care services to the JAIL POPULATION, including records maintained by hospitals, and other outside health care providers involved in the care or treatment of the JAIL POPULATION to the extent allowed by law (to the extent the COUNTY, JAIL or SHERIFF has control of, or access to, such records). CHC may request such records in connection with the investigation of, or defense of, any claim by a third party related to CHC’s conduct or to prosecute a claim against a third party. Any such information provided by the SHERIFF to CHC that the SHERIFF considers confidential shall be kept confidential by CHC and shall not, except as may be required by law, be distributed to any third party without prior written approval by the SHERIFF. In the event CHC believes such confidential information disclosure is required by law, CHC shall provide at least three (3) business days advance written notice of their intention to disclose the records prior to actual disclosure. The medical records of the JAIL POPULATION shall at all times be the property of the SHERIFF subject to the rights of the JAIL POPULATION. Notwithstanding any provision of this AGREEMENT to the contrary, the SHERIFF’S internal affairs records and investigation records shall not be required to be provided to CHC or any person or entity (except as may be required by law).

7.3 USE OF INMATES/DETAINEES IN THE PROVISION OF HEALTH CARE SERVICES. INMATES/DETAINEES of the JAIL shall not be employed or otherwise engaged or utilized by either CHC or the SHERIFF in rendering any health care services to the JAIL POPULATION, provided however, that INMATES/DETAINEES may be used in positions not involving the rendering of health care services directly to the JAIL POPULATION and not involving access to JAIL POPULATION records in accordance with NCCHC standards. Any use of INMATES/DETAINEES by CHC must be preapproved in writing by the SHERIFF or designee.

7.4 SECURITY OF THE JAIL FACILITY AND CHC. CHC and the COUNTY understand that adequate security services are necessary for the safety of the agents, employees, and subcontractors of CHC, as well as for the security of the JAIL POPULATION and SHERIFF’S staff, consistent with a correctional setting. The SHERIFF shall provide security sufficient to enable CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors to safely provide the health care services described in this AGREEMENT. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall follow all security procedures of the SHERIFF while at the JAIL or other premises under the SHERIFF’s direction or control. However, any CHC HEALTH CARE STAFF, employee, agent and/or subcontractor may, at any time, refuse to provide any service required under this AGREEMENT if such person reasonably feels that the current safety services are insufficient provided CHC has notified the SHERIFF or designee of CHC’s safety concern and the SHERIFF has failed to take reasonable measures to correct the security concern. CHC shall not be liable for any loss or damages resulting from CHC’s HEALTH CARE STAFF, employees, agents and/or subcontractors failure to provide medical services due to insufficient security services.

7.5 SHERIFF’S POLICIES AND PROCEDURES. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirements of the COUNTY’S and/or SHERIFF’S posted security Policies and Procedures, which impact the provision of medical services.
7.5.1 A complete set of said Policies and Procedures shall be maintained by the COUNTY and made available for inspection by CHC at the JAIL, and CHC may make a reasonable number of copies of any specific section(s) it wishes using the SHERIFF’S photocopy equipment and paper.

7.5.2 Any Policy or Procedure that may impact the provision of health care services to the JAIL POPULATION which has not been made available to CHC shall not be enforceable against CHC unless otherwise agreed upon by both parties.

7.5.3 Any modification of the posted Policies and Procedures shall be timely provided to CHC. CHC, its HEALTH CARE STAFF, employees, agents and/or subcontractors shall operate within the requirement of a modified Policy or Procedure after such modification has been made available to CHC.

7.5.4 If any of the COUNTY and/or SHERIFF’s Policies and Procedures specifically relate to the delivery of medical services, the COUNTY and/or SHERIFF’s representative and CHC shall review the COUNTY and/or SHERIFF’s Policies and Procedures to ensure no provisions conflict with CHC’s Jail Health Care Policies and Procedures. If any provision cannot be modified so as not to conflict with CHC’s Jail Health Care Policies and Procedures, then CHC’s HEALTH CARE STAFF shall follow CHC’s Jail Health Care Policies and Procedures. CHC agrees to indemnify and hold harmless the COUNTY, the SHERIFF and their respective elected officials, board members, agents and employees from and against any and all claims, actions, lawsuits, damages, judgments, or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees or independent contractors in connection with CHC’s Jail Health Care Policies and Procedures. Any counsel assigned to defend the COUNTY and SHERIFF must be approved by the Kendall County State’s Attorney.

7.6 DAMAGE TO EQUIPMENT. CHC shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the negligence of the COUNTY and/or SHERIFF’s employees. COUNTY and SHERIFF shall not be liable for loss of or damage to equipment and supplies of CHC, its agents, employees or subcontractors if such loss or damage was caused by the negligence of CHC, its agents, employees or subcontractors.

7.7 SECURE TRANSPORTATION. The SHERIFF shall provide security as necessary and appropriate in connection with the transportation of a member of the JAIL POPULATION to and from off-site services including, but not limited to, SPECIALTY SERVICES, hospitalization, pathology and radiology services as requested by CHC. CHC shall coordinate with the SHERIFF’s office for transportation to and from the off-site services provider or hospital.

7.8 OFFICE EQUIPMENT AND SUPPLIES. The SHERIFF shall provide use of COUNTY-owned office equipment, supplies and all necessary utilities (including telephone and fax line service) in place at the JAIL health care facilities except as otherwise set forth in Paragraphs 1.12 and 1.13. At the termination of this AGREEMENT, CHC shall return to the COUNTY possession and control of all
COUNTY-owned medical and office equipment. At such time, the office equipment shall be in good working order, reasonable wear and tear excepted.

7.9 NON-MEDICAL CARE OF JAIL POPULATION. It is understood that the SHERIFF shall provide for all the non-medical personal needs and services of the JAIL POPULATION as required by law. CHC shall not be responsible for providing, or liable for failing to provide, non-medical services to the JAIL POPULATION including, but not limited to, daily housekeeping services, dietary services, building maintenance services, personal hygiene supplies and services and linen supplies.

7.10 JAIL POPULATION INFORMATION. In order to assist CHC in providing the best possible health care services to COVERED PERSONS, the SHERIFF shall provide, as needed, information pertaining to the COVERED PERSON that CHC and the SHERIFF mutually identify as reasonable and necessary for CHC to adequately perform its obligations under this AGREEMENT.

ARTICLE VIII
COMPENSATION/ADJUSTMENTS

8.0 ANNUAL AMOUNT/MONTHLY PAYMENTS. The base annual amount to be paid by the COUNTY to CHC under this AGREEMENT is One Hundred Sixty Thousand Fifty-Six Dollars and seventy-two cents ($160,056.72) for a period of twelve (12) months. Each monthly payment shall be at Thirteen Thousand Three Hundred Thirty-Eight Dollars and six cents ($13,338.06), pro-rated for any partial months and subject to any reconciliations as set forth below. The first monthly amount is to be paid to CHC on the 1st day of January, 2013 for services administered in the month of January, 2013. Each monthly payment thereafter is to be paid by the COUNTY to CHC before or on the 1st day of the month of the month of service.

8.0.1 Year 2. Effective January, 2014, the base annual amount to be paid by the COUNTY to CHC in Year 2 shall be the annual amount of Year 1, plus an increase of 2.5%.

8.0.2 Year 3. Effective January, 2015, the base annual amount to be paid by the COUNTY to CHC in Year 3 shall be the annual amount of Year 2, plus an increase of 2.5%.

8.1 MONTHLY RECONCILIATION PROCESS. CHC will provide a monthly reconciliation with the COUNTY for any amounts owed by either party pursuant to the terms of this AGREEMENT, including, but not limited to:

8.1.1 ADJUSTMENT FOR STAFFING CHANGES. The monthly reconciliation shall include an adjustment based on staffing hours provided in Paragraphs 2.0.1, 2.0.2 and 2.0.4. For each month reconciled, if the actual staffing hours exceed those in Paragraphs 2.0.1, 2.0.2 and 2.0.4, then the compensation payable to CHC by the COUNTY shall be increased by the difference between hours provided and hours contracted at the rate of Fifty Dollars ($50.00) per hour for additional Mental Health Professional services, Thirty Dollars ($30.00) per hour for LPN services and Twenty-Three Dollars and Fifty Cents ($23.50) for CNA services on weekdays and Twenty-Four Dollars and Fifty Cents ($24.50) for CNA services
on weekends and shall be invoiced separately from the monthly amount listed in Paragraph 8.0.

**ARTICLE IX**

**TERM AND TERMINATION**

9.0 **TERM.** The term of this AGREEMENT shall be three (3) years from January 1, 2013 at 12:01 a.m. through December 31, 2015 at 11:59 p.m., unless this AGREEMENT is terminated or notice of termination is given, as set forth in this Article.

9.1 **TERMINATION FOR LACK OF APPROPRIATIONS.** It is understood and agreed that this AGREEMENT shall be subject to annual appropriations by the BOARD of the COUNTY.

9.1.1 Recognizing that termination for lack of appropriations may entail substantial costs for CHC, the COUNTY and the SHERIFF shall act in good faith and make every effort to give CHC reasonable advance notice of any potential problem with funding or appropriations.

9.1.2 If future funds are not appropriated for this AGREEMENT, and upon exhaustion of existing funding, the COUNTY and SHERIFF may terminate this AGREEMENT without penalty or liability, by providing a minimum of thirty (30) days advance written notice to CHC.

9.2 **TERMINATION DUE TO CHC’S OPERATIONS.** The COUNTY reserves the right to terminate this AGREEMENT immediately upon written notification to CHC in the event that CHC discontinues or abandons operations, is adjudged bankrupt or is reorganized under any bankruptcy law, or fails to keep in force any required insurance policies. Both parties agree that termination under this provision will be considered without cause.

9.3 **TERMINATION FOR CAUSE.** The AGREEMENT may be terminated for cause under the following provisions:

9.3.1 **TERMINATION BY CHC.** Failure of the COUNTY and/or SHERIFF to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by CHC upon sixty (60) days advance written notice to the COUNTY specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice, the COUNTY shall have forty-five (45) days to provide a written response to CHC. If the COUNTY provides a written response to CHC which provides an adequate explanation for the “basis for termination” and the COUNTY cures the “basis for termination” to the satisfaction of the CHC, the sixty (60) day notice shall become null and void and this AGREEMENT will remain in full force and effect. Termination under this provision shall be without penalty to CHC.
9.3.2 TERMINATION BY COUNTY. Failure of CHC to comply with any provision of this AGREEMENT shall be considered grounds for termination of this AGREEMENT by the SHERIFF or the COUNTY who shall provide sixty (60) days advanced written notice specifying the termination effective date and identifying the “basis for termination.” The COUNTY shall pay for services rendered up to the date of termination of the AGREEMENT. Upon receipt of the written notice CHC shall have forty-five (45) days to provide a written response to the COUNTY. If CHC provides a written response to the COUNTY which provides an adequate explanation for the “basis of termination,” or cures the “basis for termination” to the satisfaction of the SHERIFF, the sixty (60) day notice shall become null and void and this contract will remain in full force and effect. Termination under this provision shall be without penalty to the SHERIFF or the COUNTY.

9.4 TERMINATION WITHOUT CAUSE. Notwithstanding anything to the contrary contained in this AGREEMENT, the SHERIFF, the COUNTY or CHC may, without prejudice to any other rights it may have, terminate this AGREEMENT for their convenience and without cause by giving ninety (90) days advance written notice to the other party.

9.5 COMPENSATION UPON TERMINATION. If any of the above termination clauses are exercised by any of the parties to this AGREEMENT, the COUNTY shall pay CHC for all services rendered by CHC up to the date of termination of the AGREEMENT regardless of the COUNTY’S failure to appropriate funds.

9.6 PROPERTY DISPOSITION UPON TERMINATION. Upon termination of this AGREEMENT, CHC shall be allowed to remove from the JAIL any stock medications or supplies purchased by CHC that have not been used at the time of termination. CHC shall also be allowed to remove its property from the JAIL including its proprietary Policies and Procedures, Manuals, Training Material, and Forms. Notwithstanding the above, upon termination of this AGREEMENT, CHC shall return all property of the COUNTY and SHERIFF, which CHC, its agents, employees and subcontractors utilized during the AGREEMENT.

ARTICLE X
LIABILITY AND RISK MANAGEMENT

10.0 INSURANCE COVERAGE. CHC shall, at its sole cost and expense, procure and maintain during the term of this AGREEMENT, the following coverage and limits of insurance:

10.0.1 MEDICAL MALPRACTICE/PROFESSIONAL LIABILITY. Medical Malpractice/Professional Liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

10.0.2 COMPREHENSIVE GENERAL LIABILITY. Comprehensive General Liability insurance in an amount not less than $1,000,000 per occurrence and $3,000,000 in the aggregate.

10.0.3 WORKER’S COMPENSATION. Worker’s Compensation coverage as required by applicable state law.
10.0.4 AUTO LIABILITY. Auto liability insurance with minimum limits of coverage of $300,000 per person and $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage, and medical payments coverage at least $5,000 per person. CHC’s auto liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by CHC or CHC’s employees.

10.1 ENDORSEMENTS. The Comprehensive General Liability policy shall contain additional endorsements naming the JAIL, the COUNTY, and the SHERIFF as an additional insured with respect to liabilities arising out of the performance of services under this AGREEMENT.

10.2 PROOF OF INSURANCE. CHC shall provide the COUNTY proof of professional liability or medical malpractice coverage for CHC’s HEALTH CARE STAFF, employees, agents and subcontractors, for the term services are provided under this AGREEMENT. CHC shall promptly notify the SHERIFF, in writing, of each change in coverage, reduction in policy amounts or cancellation of insurance coverage. If CHC fails to provide proof of adequate insurance within a reasonable time under the circumstances, then the COUNTY shall be entitled to terminate this AGREEMENT without penalty to the COUNTY or the SHERIFF pursuant to the terms of Article IX.

10.3 INDEMNIFICATION. CHC agrees to indemnify and hold harmless the SHERIFF, the COUNTY, its elected officials, board members, agents, and employees from and against any and all claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of CHC, its agents, employees, or independent contractors in connection with the performance or non-performance of its duties under this AGREEMENT. CHC, its agents, employees or independent contractors, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY with respect to any claims, actions, lawsuits, damages, judgments or liabilities of any kind whatsoever caused by, based upon or arising out of any act, conduct, misconduct or omission of the SHERIFF, the COUNTY, its elected officials, board members, agents and employees. The COUNTY and SHERIFF agree to promptly notify CHC in writing of any incident, claim or lawsuit of which they become aware and shall fully cooperate in the defense of such claim. The COUNTY and SHERIFF agree that CHC’s indemnification and defense obligations do not apply for attorney’s fees or settlements, incurred or effected prior to written notice to CHC as set forth above. Upon written notice of claim, CHC shall take all steps necessary to promptly defend and protect the COUNTY and SHERIFF from an indemnified claim, including retention of defense counsel. Any counsel assigned to defend the COUNTY and SHERIFF must be approved by the Kendall County State’s Attorney. CHC shall retain sole control of the defense while the action is pending, to the extent allowed by law.

10.4 HIPAA. CHC, the COUNTY, JAIL, and SHERIFF and their employees, agents and subcontractors shall fully comply with, and shall implement all necessary policies and/or procedures in order to comply with, the requirements of HIPAA as it applies to the services provided under this AGREEMENT. CHC, shall not in any event be required to indemnify, defend, or hold harmless, the COUNTY, JAIL and SHERIFF and their employees and agents from and against any claims of any kind made as a result of alleged or actual violations of HIPAA by the COUNTY, the SHERIFF and their employees, agents and subcontractors COUNTY, its officials, agents and employees.
ARTICLE XI
MISCELLANEOUS

11.0 INDEPENDENT CONTRACTOR STATUS. It is mutually understood and agreed, and it is the intent of the parties hereto that an independent contractor relationship be and is hereby established under the terms and conditions of this AGREEMENT. Nothing in this AGREEMENT shall be construed to create an agency relationship, an employer/employee relationship, a joint venture relationship, or any other relationship allowing the COUNTY or SHERIFF to exercise control or direction over the manner or methods by which CHC, its employees, agents or subcontractors perform hereunder, or CHC to exercise control or direction over the manner or methods by which the COUNTY or the SHERIFF, and their employees, agents or subcontractors perform hereunder, other than as provided in this AGREEMENT. CHC assumes all financial responsibility for the employees of CHC, such as worker’s compensation, unemployment insurance, wages, withholding taxes, social security, sales and other taxes that may be directly related to the services to be provided under this AGREEMENT.

11.1 SUBCONTRACTING. In performing its obligations under the AGREEMENT, it is understood that CHC is not licensed or otherwise authorized to engage in any activity that may be construed or deemed to constitute the practice of medicine, dentistry, optometry, or other professional healthcare service requiring licensure or other authorization under state law. To comply with these requirements CHC may engage physicians or other clinicians as independent contractors (“Contract Professionals”), rather than employees, in order to supply the clinical services required under this AGREEMENT. CHC shall engage Contract Professionals that meet the applicable professional licensing requirements and CHC shall exercise administrative supervision over such Contract Professionals as necessary to insure the fulfillment of the obligations contained in this AGREEMENT. Contract Professionals shall provide clinical services under this AGREEMENT in a manner reasonably consistent with the independent clinical judgment that the Contract Professional is required to exercise. It is further understood that CHC may subcontract for specialized services such as pharmacy, medical waste, medical supplies and other services or supplies which it is required to provide under this AGREEMENT.

11.2 AGENCY. For purposes of asserting any statutory rights afforded to the COUNTY or the JAIL to pay providers for medical services at certain reduced rates, COUNTY and/or SHERIFF designate CHC as their agent to assert such rights and privileges.

11.3 EQUAL EMPLOYMENT OPPORTUNITY. CHC will not discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, place of birth, marital status, sexual orientation, age or handicap unrelated to a bona fide occupational qualification of the position or because of status as a disabled veteran or Vietnam-Era veteran. CHC will distribute copies of its commitment not to discriminate to all persons who participate in recruitment, screening, referral and selection of job applicants, and to prospective job applicants.

11.4 WAIVER OF BREACH. The waiver of either party of a breach or violation of any provision of this AGREEMENT shall not operate as, or be construed to be, a waiver of any subsequent breach of the same or other provision hereof.
11.5 OTHER CONTRACTS AND THIRD-PARTY BENEFICIARIES. The parties acknowledge that CHC is neither bound by or aware of any other existing contracts to which either the SHERIFF or the COUNTY are a party and which relate to the providing of health care to INMATES/DETAINEES at the JAIL. The parties agree that they have not entered into this AGREEMENT for the benefit of any third person or persons, and it is their express intention that this AGREEMENT is for their respective benefits only and not for the benefits of others who might otherwise be deemed to constitute third-party beneficiaries thereof.

11.6 FORCE MAJEURE. In case performance of any terms or provisions hereof shall be delayed or prevented because of compliance with any law, decree or order of any governmental agency or authority of local, State or Federal governments or because of riots, war, terrorism, explosions, acts of civil or military authority, acts of public enemy, lack of adequate security escorts, earthquakes, fires, floods, Acts of God the party so suffering may, at its option, suspend, without liability, the performance of its obligations hereunder during the period such cause continues.

11.7 ASSIGNMENT. Except as otherwise provided herein, no party to this AGREEMENT may assign any of its rights or delegate any of its duties under this Agreement without the prior written consent of the other parties. Any unauthorized attempted assignment shall be null and void and of no force or effect.

11.8 NOTICES. Any notice of termination, requests, demands or other communications under this AGREEMENT shall be in writing and shall be deemed delivered: (a) when delivered in person to a representative the parties listed below; (b) upon receipt when mailed by overnight courier service, mailed by first-class certified or registered mail, return receipt requested, addressed to the party at the address below; with a copy sent to the Kendall County State’s Attorney’s Office:

If for CHC: Correctional Healthcare Companies, Inc. General Counsel 6200 South Syracuse Way, Suite 440 Greenwood Village, CO 80111 (720) 458-3478

If for COUNTY: Kendall County Public Safety Center Commander Jennings 1102 Cornell Street Yorkville, IL 60560 (630) 553-1978

Kendall County State’s Attorney 807 West John Street Yorkville, IL 60560 (630) 553-4204

Such address or facsimile number may be changed from time to time by either party by providing written notice as provided above.

11.9 GOVERNING LAW. This AGREEMENT shall be governed by and construed in accordance with the laws of the State of Illinois without regard to the conflicts of laws or rules of any jurisdiction. The parties further agree that the venue for any legal proceedings between them shall be Kendall County Circuit Court in Yorkville, Illinois or the U.S. District Court for the Northern District of Illinois.
11.10 EXECUTION AUTHORITY. By their signature below, each signatory individual certifies that they are the properly authorized agent or officer of the applicable party hereto and have the requisite authority necessary to execute this Agreement on behalf of such party, and each party hereby certifies to the other than any resolutions necessary to create such authority have been duly passed and are now in full force and effect.

11.11 SURVIVAL. The following provisions will survive any termination or expiration of the AGREEMENT: Article X and Paragraphs 9.5 and 9.6.

11.12 COUNTERPARTS. This AGREEMENT may be executed in several counterparts, each of which shall be considered an original and all of which shall constitute but one and the same instrument.

11.13 TITLES OF PARAGRAPHS. Titles of paragraphs are inserted solely for convenience of reference and shall not be deemed to limit, expand or otherwise affect the provisions to which they relate.

11.14 SEVERABILITY. In the event that any one or more provisions of this AGREEMENT shall, for any reason, be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this AGREEMENT and this AGREEMENT shall be construed and enforced as if such invalid, illegal or unenforceable provision had never been contained herein.

11.15 ENTIRE AGREEMENT. This AGREEMENT constitutes the entire agreement of the parties and is intended as a complete and exclusive statement of the promises, representations, negotiations, discussions and agreements that have been made in connection with the subject matter hereof. This AGREEMENT may be amended at any time, but only with the written consent of all parties.

IN WITNESS WHEREOF, the parties have caused this AGREEMENT to be executed as their official act by their respective representative, each of whom is duly authorized to execute the same.

AGREED TO AND ACCEPTED AS STATED ABOVE:

County of Kendall, Illinois

By: __________________________________
    Richard A. Randall
    Title: Sheriff
    Date: ________________________________

By: __________________________________
    Sabrina Jennings
    Title: Commander
    Date: ________________________________

Correctional Healthcare Companies, Inc.

By: __________________________________
    Douglas D. Goetz
    Title: Chief Executive Officer
    Date: ________________________________

Kendall County, Illinois Adult Facility/CHC Agreement
4.12.12
By: ____________________________
John Shaw
Title: County Board Chairman

Date: ____________________________
PUBLIC NOTICE
KENDALL COUNTY
KENDALL COUNTY BOARD

Notice is hereby given that the Kendall County Board will hold a public hearing on Tuesday, April 16, 2013 at 9:00 a.m. at the Kendall County Office Building, Room 209 & 210 at 111 West Fox Street, Yorkville, IL. The purpose of this hearing is to obtain public comment and consider the economic, social, and environmental effects of the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. §5311). The purpose of the assistance is to continue to provide demand response transportation services within Kendall County, commonly known as 'Kendall Area Transit'. All interested persons may attend and be heard. Questions can be directed to the Kendall County Office of Administrative Services, Telephone (630) 553-4171. Fax (630) 553-4214. Written comments should be directed to the Kendall County Office of Administrative Services, 111 West Fox Street, Yorkville, IL 60560 but shall only be entered as part of the record at the discretion of the Kendall County Board.

KENDALL COUNTY
OFFICE OF ADMINISTRATIVE SERVICES
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>902.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>810.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>90.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>1,758.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>29,585.00</td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td>$</td>
<td>33,145.50</td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td>$</td>
<td>13,705.50</td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td>$</td>
<td>18,380.50</td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td>$</td>
<td>31,026.00</td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td>$</td>
<td>3,876.00</td>
</tr>
<tr>
<td>01010001135 Interest</td>
<td>$</td>
<td>18.38</td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td>$</td>
<td>1,788.50</td>
</tr>
<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td>$</td>
<td>16,245.00</td>
</tr>
</tbody>
</table>

CK # 17311 To KC Treasurer $ 118,185.38

Death Certificate Surcharge sent from Clerk's office $624.00 ck # 17309
Dom Viol Fund sent from Clerk's office $150.00 ck 17310
**Kendall County General Fund**

**Quick Analysis of Major Revenues and Total Expenditures**

For Four Months Ended 03/31/2013

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>Annual Budget</th>
<th>2013 YTD Budget</th>
<th>2013 YTD Actual</th>
<th>2012 YTD Budget</th>
<th>2012 YTD Actual</th>
<th>% Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td></td>
<td>$87,297</td>
<td>$76,301</td>
<td>24.22%</td>
<td></td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td></td>
<td>$628,472</td>
<td>$588,084</td>
<td>32.67%</td>
<td></td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td></td>
<td>$148,270</td>
<td>$128,495</td>
<td>37.79%</td>
<td></td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td></td>
<td>$301,316</td>
<td>$341,329</td>
<td>35.19%</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td></td>
<td>$161,759</td>
<td>$132,477</td>
<td>34.86%</td>
<td></td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td></td>
<td>$394,356</td>
<td>$393,878</td>
<td>30.28%</td>
<td></td>
</tr>
<tr>
<td>Fines &amp; Foreiffs/St Atty.</td>
<td>$550,000</td>
<td></td>
<td>$188,945</td>
<td>$166,048</td>
<td>29.85%</td>
<td></td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td></td>
<td>$8,297</td>
<td>$5,403</td>
<td>15.44%</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td></td>
<td>$7,403</td>
<td>$10,831</td>
<td>21.66%</td>
<td></td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td></td>
<td>$386,106</td>
<td>$368,138</td>
<td>37.50%</td>
<td></td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td></td>
<td>$870,029</td>
<td>$849,504</td>
<td>35.40%</td>
<td></td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td></td>
<td>$118,615</td>
<td>$68,806</td>
<td>40.47%</td>
<td></td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td></td>
<td>$315,060</td>
<td>$415,383</td>
<td>55.38%</td>
<td></td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td></td>
<td>$243,590</td>
<td>$240,867</td>
<td>53.48%</td>
<td></td>
</tr>
</tbody>
</table>

**Totals**

|          | $10,974,464 | $3,859,514 | 35.17% | $3,785,144 | 36.04% |

**Public Safety Sales Tax**

|          | $4,200,000 | $1,555,980 | 37.05% | $1,525,101 | 38.13% |

**Transportation Sales Tax**

|          | $4,200,000 | $1,555,980 | 37.05% | $1,525,101 | 38.13% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should at 33.32%*

**Expenditures**

All General Fund Offices/Categories

|          | $26,336,375 | $8,015,980 | 32.72% | $8,172,956 | 31.94% |
KENDALL COUNTY CORONER
March FY 2013 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, March 03, 2013</td>
<td>1303077 *</td>
<td>9:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 03, 2013</td>
<td>1303076 *</td>
<td>4:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, March 05, 2013</td>
<td>1303079</td>
<td>3:26 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Thursday, March 07, 2013</td>
<td>1303080 *</td>
<td>4:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, March 07, 2013</td>
<td>1303081</td>
<td>11:59 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Tuesday, March 12, 2013</td>
<td>1303082</td>
<td>9:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, March 13, 2013</td>
<td>1303083</td>
<td>4:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, March 15, 2013</td>
<td>1303084 *</td>
<td>7:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, March 18, 2013</td>
<td>1303085 *</td>
<td>1:29 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, March 20, 2013</td>
<td>1303086</td>
<td>11:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, March 22, 2013</td>
<td>1303087</td>
<td>2:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, March 23, 2013</td>
<td>1303088 *</td>
<td>12:27 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, March 25, 2013</td>
<td>1303089 *</td>
<td>8:42 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, March 25, 2013</td>
<td>1303090 *</td>
<td>8:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Tuesday, March 26, 2013</td>
<td>1303091 *</td>
<td>7:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Wednesday, March 27, 2013</td>
<td>1303092 *</td>
<td>10:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, March 29, 2013</td>
<td>1303093 *</td>
<td>12:32 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 31, 2013</td>
<td>1303094 *</td>
<td>5:38 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, March 31, 2013</td>
<td>1303095 *</td>
<td>9:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, March 31, 2013</td>
<td>1303096 *</td>
<td>8:52 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 70%

Autopsies
Zero (0) Autopsies were performed in the month of March.

Inquests
There were zero (0) inquests held during the month of March.

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths...........</td>
<td>96</td>
<td>97</td>
</tr>
<tr>
<td>Autopsies to Date...................</td>
<td>6</td>
<td>7</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>Cremation Permits.</td>
<td>40</td>
<td>44</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:
Coroner Toftoy attended a public safety meeting on March 11th
Deputy Coroner Purcell conducted a morgue tour for Oswego High School Law Enforcement Class on March 13th
Coroner Toftoy presented to the Oswego High School Impact Panel for Driver's Ed on March 14th
Coroner Toftoy and Deputy Coroner Purcell met with Life Legacy on March 26th regarding full body donations
KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of April 8, 2013

CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich, Lynn Cullick, Vice-Chair Judy Gilmour and Jeff Wehrli
Absent: None
Also present: Senior Planner Angela Zubko, Jeff Wilkins (Interim PBZ Director & Administrator), Attorney Dan Kramer, Andy Nicoletti (Supervisor of Assessments), Ellen & Don Theobald (Plainfield School District), Todd Drafall (Minooka High School District 111), Michael Rusomsu (Lisbon CCSD#90), Bill Baumann (Oswego District 308), Mike Barr (Oswego District 308), Rich Schmitt (Sandwich District 430), Delene Drew (Newark School District #66) and Bill Lavine (Oswego District 308)

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Jeff Wehrli seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from February 25, 2013. Jeff Wehrli seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Lynn Cullick made a motion to approve the expenditure report and forward it onto the Finance Committee, Judy Gilmour seconded the motion. All agreed and the motion was approved.

CITIZENS TO BE HEARD
Mr. Bill Lavine is here on behalf of the Oswego School District concerning the Land Cash Ordinance. Some of the concerns their committee had and some were the same concerns of Yorkville were the following:

Concern on age-restricted community and if school aged children do move in how that would be implemented and how will the district be reimbursed for that. They are in favor of age-restricted communities because it would increase the tax base in the future but the basic concern is how it would be enforced. It has been abused in other districts even though it was written in the covenants that no children are permitted. Mr. Levine gave an example in the Village of Oswego that went the opposite way where a subdivision was not age restricted, paid land cash and is now an age restricted community. The Oswego School district passed out the District 308 enrollment projections through the years 2015/2016 to show how many students are projected which is what the district is struggling with (see handout attached). Those were the main concerns. Mr. Wehrli asked Mr. Levine if there were any suggestions about enforcement that came out of their committee as it was also a concern of the PBZ Committee. Mr. Levine stated they noticed there was a clause in the proposed land cash that was broad but they did not have any suggestions at that time. With no other questions Mr. Levine thanked everyone for their time.

4.8.13 PBZ Meeting Minutes
Page 1
NEW BUSINESS
Request from the Oswegoland Park District to waive the building permit fees- Planner Zubko stated in your packet is a request for the Oswegoland Park District to waive their building permit fees for the Winrock pool expansion. Planner Zubko also stated this is typical of another governmental agency and we already waive all building permit fees for the Forest Preserve. Jeff Wehrli made a motion to waive the fees, Lynn Cullick seconded the motion and the fees will be waived.

PETITIONS
#12-03 Land Cash Ordinance
Chairman Scott Gryder thanked everyone for coming tonight. Planner Zubko also thanked everyone for coming and explained the 2 worksheets that were handed out tonight with regards to the last 3 years of assessment value. Planner Zubko stated the Mr. Nicoletti (Supervisor of Assessments) helped put together the worksheets and can answer any questions anyone might have. There was a brief discussion on the numbers and what was used in the calculation. The numbers are always going to refer to residential lots. When we talk about improved lots they do not distinguish between townhouses, condos, etc. so that could skew the numbers a little bit. Mr. Nicoletti also stated everyone needs to keep in mind that in 3 years the numbers could be less. It was eventually decided later in the meeting that the numbers need to be on a per acre value and not a per parcel value. Planner Zubko will get the new numbers to the Committee next month with the help of GIS.

Planner Zubko stated also in the packet were comments from the City of Yorkville and she talked to Jason Pettit from the Forest Preserve and he could not attend tonight but did say he would get her some comments this week and that the small amount of money they get from land cash from Kendall County is not something the Forest Preserve factors into their budget, it is just ‘bonus’ money they receive that year.

Mr. Gryder asked if some of the communities have age-restricted communities and Planner Zubko stated she got the language from the City of Plano’s land cash Ordinance. Mr. Drafall from Minooka High School District 111 stated a good example of fees being waived is the Del Webb community in Huntley and the HOA fights the issue of children. Also in Channahon where land cash was waived and now it’s a community open to anyone and the school district will receive no money from that subdivision. He stated they have those same concerns about enforcement. Mr. Wilkins stated that most of the examples brought up will be incorporated so suggested just eliminating the language all together. The PBZ Committee decided to take out the age restricted wording.

Ellen Theobald from the Plainfield School District stated they had most of the concerns of Yorkville and also would like the land cash paid up-front instead of during the building permit stage. There was a little discussion on that and it was decided to leave the language as is as most developers would not be able to pay a lump sum up-front. Plainfield also mentioned they have 4 schools in Kendall County and will email Planner Zubko their updated numbers to add into the tables.

Since there were no more comments Planner Zubko suggested going through the Yorkville Community School District 115’s comments to maybe generate more discussion from the group. The first comment was about age restricted communities and the PBZ Committee decided to eliminate the language from the Land Cash Ordinance. The 2nd comment is with regards to holding the school funds in an interest bearing account and how the funds are distributed. Planner Zubko stated the funds are in interest bearing accounts held in the Treasurer’s office and distributed quarterly without any requests and typically the school districts provide a list.
of what the land cash money is going towards. She is of the opinion that meets the requirements of the Ordinance.

The third comment is that they request the County to set a per acre value instead of leaving it open to the Supervisor of Assessments. Planner Zubko asked the school superintendents if they put a number they project to get into their budgets every year. Rick Schmidt from the Sandwich school district stated the fair market value per acre in Sandwich is the same for LaSalle County which is $80,000. They mentioned a small portion of their students are actually from Kendall County and have not recently factored in a number they will bring in from Land Cash. There was some discussion and it was decided we could look at a revision to this Ordinance anytime so the group decided to keep the value and modify it every three years for now.

Comment 4 discusses when land cash is paid and after some discussion about the pros and cons and if it's economically feasible in this economy to pay it upfront. It was discussed the municipalities typically get it upfront. Planner Zubko asked Attorney Kramer if he wanted to have any input since he has worked with lots of developers and has some insight. Mr. Kramer stated he is not aware of any communities that have waived the land cash fees and gave some background on the land cash history. He also discussed when the economy was good some of the developers built the school for the district. Mr. Kramer likes the current language in the Ordinance weather they pay upfront or during building permits. He also talked about 55 and over communities and they only require 1 person in the house to be 55 or over. Mr. Wehrli wanted to remind everyone that we (the County) cannot enforce covenants. The PBZ Committee decided to keep the language as is since it gives the option of either or.

Comment 5 refers to paragraph 8 about the wording being too restrictive with regard to require a contract to purchase the land within one year of approval of the final plat. After some discussion it was decided to put some language about the option to purchase or right of refusal. Mr. Wilkins will provide some language to Planner Zubko before the next meeting.

Comment 6 refers to paragraph 9 to possibly include sewer, water and utilities brought to the site and also maybe improve the site with streets, curbs and gutters as shown on the final plat. Planner Zubko stated this will be for unincorporated schools so no sewer or water will be brought to the site. Also sometimes the whole site is not in one subdivision so not sure how they would do this. The PBZ Committee decided to leave the language as is.

With no further comments, the PBZ Committee thanked everyone for coming once again. Planner Zubko will do the revisions and bring them back next month.

**NEW BUSINESS**
Discussion on slaughtering of poultry- Planner Zubko stated Attorney Dan Kramer is here on behalf of the potential future business. Planner Zubko asked a representative attend the meeting to discuss give us information for the Committee to decide if this should be considered as a special use in the A-1 Agricultural District or stay as a permitted use in the M-1 and M-2 Manufacturing District. Planner Zubko asked Mr. Kramer to please tell us about the location, size and any information about slaughtering of poultry so we have a better understanding of the process. Al and Mary Maly were in attendance tonight who own a farm outside Newark which sits on Lisbon Center Road and it's within a ½ mile of Newark. The Department of Ag and the U of I extension is excited about this. They have been to Newark and Newark cannot decide if they want to annex this property and the roadway adjacent to it as well. Also Newark would not be able to provide sewer or water to the site. Newark didn't seem to express concern over the slaughtering but Newark was thinking
about rezoning this to manufacturing. Mr. Kramer thinks the special use makes more sense in the County especially since no other manufacturing is in the area. The facility would a standard type farm looking building and employ about 20-22 fulltime people and be inspected by the Department of Agricultural. It’s very sophisticated equipment that would be put on this property. They would like to do about 3,000 chickens a day. The only other poultry processing plant located in the west is in Arcola and they are turning people away. They would process water foul, rabbits and chickens. It really is a service to owners who would like their poultry process. It wouldn’t cover an acre but probably a special use for about 5 acres due to septic sizing and possible expansion. Hours would be Monday thru Friday from 6am to 5pm, holiday processing hours would be different and include Saturday’s. It would take place entirely in an enclosed building so noise or odor should not be a problem. Also to note they raise batches of 200 chickens at a time, a flock of 300 hens, 60 heritage turkeys and 100 or more red-breasted turkeys. They currently have all these animals at their property on Roods road currently if anyone wanted to visit their current site. There were some questions with regards to waste, water, size of building, smell, electricity, etc. Planner Zubko wanted to clarify this is no longer called a slaughtering facility. The owners concurred stating it is now called a processing plant. The group consensus was they were fine with allowing this type of facility as a special use in the Agricultural facility and Planner Zubko will work with Attorney Kramer on the text amendment and special use for a small processing plant.

Discussion on Prairie Materials process after IDOT purchases part of the property on Route 47- Planner Zubko stated in your packet is some background information on Prairie Materials. The property is located at the northwest corner of Route 47 and Sherrill Road. It is approved for a mine, no mining has started but everything was approved in 2009. Since some of the property is being acquired in the Route 47 project the petition now needs to redraw everything taking that into account. The petitioners are wondering if this can be done administratively or if they have to go through the whole process again. Planner Zubko is of the opinion it could be done administratively since they’re just loosing space to mine and everything is staying the same. She does however suggest notifying the people that were notified before to inform them of the change. The PBZ Committee is fine with doing it administratively but wondered if it was legal to do it that way especially since there was a court order. Planner Zubko will contact the States Attorney’s Office with regards to that question. This will be brought back next month. Also the PBZ Committee would request an updated timeline when they redraw their drawings.

OLD BUSINESS—
City of Yorkville Building Inspection Agreement- Planner Zubko stated that in your packet is the intergovernmental agreement approved by our SAO. The only changes since the version in your packet was the City of Yorkville’s title changed from Inspector to Code Official and to send copies to the Community Development Director instead of the Building Inspector/Zoning Officer. At this time Planner Zubko would like the Committee to approve the agreement with those changes contingent upon approval from the City of Yorkville. Once Yorkville approves it at the end of the month then it will move onto the full County Board or Committee of the Whole depending on the timing. Mr. Gryder noted a few things: on page 3, section 4a ‘jurisdiction is spelled wrong and on page 9, section 24, the 2nd to last sentence, the word ‘prompt’ can be vague and suggested to give a number of days instead. The Committee decided to change it to 15 days. Jeff Wehrli made a motion to approve the draft agreement with the mentioned changes, Lynn Cullick seconded the motion. All were in favor and the agreement will go to the first County Board meeting of the month if approved by the City of Yorkville.

PUBLIC COMMENT— None
UPDATE ON HISTORIC PRESERVATION: The historic preservation last month went through some windshield survey pictures and they next meeting will be on April 17th where they will be discussing what to do for preservation month in May and also have approved a proclamation for the County Board to approve to acknowledge Preservation month.

PROJECT STATUS REPORT: Reviewed
PERMIT REPORT: Mr. Wehrli asked if the 3 million dollar in renovations is a mistake and Planner Zubko stated that was for the Winrock Pool renovations through the Oswegoland Park District.
REVENUE REPORT: Reviewed
CORRESPONDENCE: Scott mentioned he emailed everyone the email he received with reference to our comments to CMAP who referred our comments to IDOT.
EXECUTIVE SESSION: None

ADJOURNMENT: Next meeting will be on May 13, 2013
Lynn Cullick made a motion to adjourn the meeting. Amy Cesich seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:24 p.m.

Respectfully Submitted,
Angela L. Zubko
Senior Planner
I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour, at 4:00 p.m. Vice Chair Dan Koukol continued the meeting at 4:55 p.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick, Elizabeth Flowers (4:09 p.m.), Judy Gilmour, Dan Koukol and John Purcell (4:12 p.m.)

Others present: Glen Campos, Don Clayton, Jill Ferko, Bob Jones, Stan Laken, Becki Rudolph and Jeff Wilkins

III. APPROVAL OF MINUTES – Dan Koukol made a motion to approve the March 7, 2013 meeting minutes, second by Lynn Cullick. Minutes approved.

Judy Gilmour asked that items a and b under the Old Business section of the agenda be moved forward. Dan Koukol made a motion to approve request, second by Lynn Cullick. Motion approved to move items.

IV. PUBLIC COMMENT- None

V. OLD BUSINESS

a. Resolution regarding County Website Transparency – Discussion on recommendations from the States Attorney’s office on the County Transparency policy, and changes needed. The committee reviewed recommendations, discussed the information currently available on the website, planned additions to the Transparency section on the website, and other items that still need to be included.

Jeff Wilkins explained the various recommended revisions suggested by the States Attorney’s office.

In paragraph 6 Expenditures: The committee determined that for clarification, the information that will be listed on the website will be all claims approved by the County Board.

In paragraph 7 Salary & Benefits: The committee agreed that the County will publish all employee information on the website. When asked, Jill Ferko said her office would prefer to include all County employee information. At
the direction of the committee, Ms. Ferko will post each budgeted position displayed by department or office, including part-time employees. The Treasurer will list general information regarding stipend payments and stipend recipients.

In paragraph 8 Contracts – The committee recommended listing all vendor contracts over $30,000 on the County website, with a comment stating that additional information or a copy of the contract is available by contacting the County Clerk’s office.

All members in attendance agreed to forward this item to the COW meeting on April 11, 2013 for discussion.

b. Evaluate Committee Schedule – Judy Gilmour led the discussion on the current County Board Committee structure and schedule. Ms. Gilmour said the purpose in the Admin HR Committee review of the Committee schedule was to determine if the current schedule allows the business of the County to be conducted in the most efficient way.

Ms. Gilmour said there are currently eleven standing committees as well as various committees, commissions, boards and appointments that are attended by the ten Board members. Ms. Gilmour said the Forest Preserve District also holds a committee meeting, two finance committee meetings and two Forest Preserve District meetings each month. Ms. Gilmour calculated that ten out the seventeen (58%) County meetings are conducted after 5:00 p.m. or later.

Discussion on the participation of department heads, elected officials and staff, the importance of their attendance at Committee meetings, and if moving all meetings to the evening would have a negative affect on their participation and the operation of their offices during normal business hours.

Discussion on the current schedule of one evening and one day-time meeting and whether that schedule accommodates the needs and the participation of County citizens, municipality officials, attorneys, organization leaders and business owners.

Discussion on if there is need for more detailed posting of items on the County meeting agendas.

Discussion on the need to combine or eliminate committees/meetings. John Purcell reminded the committee that any committee chair is at liberty to cancel a meeting at any time, if there is no business to discuss. The committee didn’t feel it was necessary to combine any committees at this time.
Discussion on additional items needed to comply with the Transparency policy. Elizabeth Flowers said that it would be helpful for anyone listening to County Meetings via the website transparency link, if the speakers in meetings could be identified. John Purcell said the chair normally identifies Board members or speakers at County Board meetings.

Ms. Gilmour asked if there is need for any changes to the current schedule meeting days or times, consideration of the participation of department heads and elected officials to attend meetings, and the convenience of meeting days and times for County citizens.

Motion made by John Purcell, second by Lynn Cullick to table the County Committee Schedule indefinitely. With all in agreement, the motion carried.

VI. REPORTS

Department Heads and Elected Officials

a. GIS/Mapping – Don Clayton asked for the committee’s recommendation to draft a letter to RFP bidders informing them that the County is not planning to pursue an Aerial Flight at this time. The committee was in agreement.

Mr. Clayton said that Technology discovered that some County GIS/Mapping data is being displayed on non-county website. He asked the committee for permission to add the disclaimer “This is the official County GIS website, any data found elsewhere mayor may not be accurate” to the County GIS/Mapping webpage. The committee was in agreement.

b. Treasurer’s Office - Jill Ferko introduced the new Chief Deputy Treasurer, Bob Jones to the committee.

c. Technology – Stan Laken reported that Technology is currently working on ways to improve the County webpage and changes to the County Calendar to make the website more user-friendly and efficient.

Mr. Laken referred to the New World software and Kronos system Upgrades needed and budgeted for the Public Safety department.

Mr. Laken reported that Technology is currently working on installation of the twenty-five new Sheriff’s squad car computers, the digital recording cameras in the Sheriff’s office squad cars, studies on increasing the
wireless access in all of the courtrooms, new computers for various departments, and installation of switches throughout the County. Mr. Laken reported they are also working with various County offices on the Emergency Warning system.

County Administrator

Jeff Wilkins reviewed the monthly HR reports, educational reimbursement, past and future training planned by the HR office and the emergency notification system meetings with department heads and elected officials.

VII. OLD BUSINESS

c. Discuss Auditor Recommendations - tabled

VIII. NEW BUSINESS

a) Recommend Kendall County Employment Application – Jeff Wilkins reviewed the updated Administrative Services office Employment Application with the committee. John Purcell made a motion to forward the updated application to the County Board for approval. Lynn Cullick seconded the motion. All in attendance voted aye. Motion approved.

b) Recommend Public Hearing regarding Application for Public Transportation Assistance for April 16, 2013. John Purcell made a motion, second by Lynn Cullick to forward the item to the County Board for approval. All in attendance voted aye. Motion approved.

c) Recommend Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991. John Purcell made a motion to forward the Resolution to the County Board for approval, second by Elizabeth Flowers. All in attendance voted aye. Motion approved.

d) Recommend Acceptance of Section 5333(b) Special Warranty as condition of the receipt of Section 5311 regarding fair and equitable arrangements to protect the interests of employees affected by such assistance. John Purcell made a motion to forward the Resolution to the County Board for approval, second by Elizabeth Flowers. Motion approved.

IX. ITEMS FOR COW

a) Resolution regarding County Website Transparency

X. ITEMS FOR COUNTY BOARD
a) Kendall County Employment Application

b) Public Hearing regarding Application for Public Transportation Assistance for April 16, 2013

c) Resolution authorizing application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991

d) Acceptance of Section 5333(b) Special Warranty as condition of the receipt of Section 5311 regarding fair and equitable arrangements to protect the interests of employees affected by such assistance

XI. EXECUTIVE SESSION – None

XII. ADJOURNMENT
Elizabeth Flowers moved to adjourn the meeting at 5:13 p.m. John Purcell seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Recording Secretary
### Kendall County Employment Application

**Date of Application:**

Kendall County is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, gender, national origin, age, disability, veteran status, sexual orientation, pregnancy, marital status, ancestry, military status, genetic information and/or any other basis prohibited by federal, state and/or local laws, regulations and ordinances.

(PLEASE PRINT IN INK. If applicant requires a reasonable accommodation to complete the job application process, please contact Administrative Services at 630-553-4171.)

<table>
<thead>
<tr>
<th>Position Title applied for (title inserted by employer):</th>
<th>Position Represented by Union (Inserted by employer): ( ) No ( ) Yes</th>
</tr>
</thead>
<tbody>
<tr>
<td>Last Name:</td>
<td>First Name: Middle Initial</td>
</tr>
<tr>
<td>Address:</td>
<td>City, State &amp; Zip Code</td>
</tr>
<tr>
<td>Home Telephone Number:</td>
<td>Email Address:</td>
</tr>
<tr>
<td>Work Telephone Number:</td>
<td></td>
</tr>
<tr>
<td>Mobile Telephone Number:</td>
<td></td>
</tr>
</tbody>
</table>

How did you hear about this employment opportunity?

- ( ) Name of Newspaper
- ( ) Name of Employment Agency
- ( ) Kendall County website
- ( ) County Employee (Name of Employee)
- ( ) Other (Please specify)

Are you legally authorized to work in the United States? ( ) Yes ( ) No (Please note proof of eligibility to work in the United States will be required upon offer of employment.)

Are you over the age of 18 years? ( ) Yes ( ) No

(If no, you may be required to provide authorization from a parent or guardian and/or your school.)

Can you with or without reasonable accommodation, perform the essential functions of this job? ( ) Yes ( ) No

(If you have questions regarding the functions of this job, ask the interviewer before answering this question.)

Have you ever applied to Kendall County in the past? ( ) Yes ( ) No (If yes, provide date, position and department)

<table>
<thead>
<tr>
<th>Date</th>
<th>Position</th>
<th>Department</th>
</tr>
</thead>
</table>

Have you ever worked for Kendall County in the past? ( ) Yes ( ) No If yes, please provide the date you began and ended your former position as well as the title of that position.

Employment Began on: Date Ended Title:
DRIVER'S LICENSE (Only for positions which require driving)

Are you legally authorized to drive in the State of Illinois?  ( ) Yes  ( ) No

Do you have a Commercial Driver's License (CDL)?  ( ) Yes  ( ) No

Have you been convicted of any moving violations in the past five years?  ( ) Yes  ( ) No
If yes, please explain:


Have you ever been convicted of a crime other than a traffic violation?  ( ) Yes  ( ) No
(Applicant is not obligated to disclose sealed, expunged or impounded records of conviction or arrest pursuant to Section 12 of the Illinois Criminal Identification Act, 20 ILCS 2630 / 12. A “Yes” response will not disqualify an application for consideration for a position. Such information is only relevant in determining whether the conviction is directly related to the position for which you are applying).
If yes, please explain circumstances.


Have you ever been terminated or asked to resign from any job?  ( ) Yes  ( ) No
If yes, please explain circumstances.


Which employment status do you prefer?  ( ) full time  ( ) part time  ( ) intern

What starting hourly rate of pay or salary (annualized) do you desire if employment is offered to you?

$ ___________ Hourly Rate or $ ___________ Salary (annualized)

Please indicate date you are available to start employment? ____________________
Please indicate Days and Hours available:

<table>
<thead>
<tr>
<th>DAY</th>
<th>SUNDAY</th>
<th>MONDAY</th>
<th>TUESDAY</th>
<th>WEDNESDAY</th>
<th>THURSDAY</th>
<th>FRIDAY</th>
<th>SATURDAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>AM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>PM</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Please list any academic honors, scholarships, offices held, etc. that are relevant to the position for which you are applying. (Do not list any which reflect your race, color, religion, gender, national origin, age, disability, sexual orientation, or any other category protected by Federal or State Law)

- 
- 
- 
- 
- 

Describe any specialized training, apprenticeships, licenses or skills you have that are relevant to the position for which you are applying:

- 
- 
- 
- 
- 

3
Have you received any job-related training in the United States Military? ( ) Yes ( ) No

(If yes, please provide dates and explanation.)

<table>
<thead>
<tr>
<th>DATE</th>
<th>DESCRIBE TRAINING</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

EDUCATIONAL BACKGROUND

<table>
<thead>
<tr>
<th>Type of School</th>
<th>Name and location of School</th>
<th>Degree Earned or Years completed</th>
<th>Field of Study (Major and Minor)</th>
</tr>
</thead>
<tbody>
<tr>
<td>High School</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Colleges or Universities</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Technical Schools</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

PROFESSIONAL REFERENCES: (Please list up to six persons who are not related to you and are either current or previous supervisors or co-workers who can provide professional references.)

<table>
<thead>
<tr>
<th>Name</th>
<th>Address</th>
<th>Phone Number</th>
<th>Relationship/Occupation</th>
<th>Years Known</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
### EMPLOYMENT HISTORY

*Please begin with current or most recent employer. Do not exclude any employment. Include any applicable temporary employment. Attach another sheet if necessary. Explain any gaps in employment.*

<table>
<thead>
<tr>
<th>Company Name and Company Address</th>
<th>Employment Dates</th>
<th>Wage or Salary</th>
<th>Name and Title of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From:</td>
<td>Starting Wage:</td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Title</td>
</tr>
<tr>
<td>May County Contact?</td>
<td>( ) Yes ( ) No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>Describe your duties:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reason for Leaving:**

<table>
<thead>
<tr>
<th>Company Name and Company Address</th>
<th>Employment Dates</th>
<th>Wage or Salary</th>
<th>Name and Title of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From:</td>
<td>Starting Wage:</td>
<td>Name</td>
</tr>
<tr>
<td></td>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Title</td>
</tr>
<tr>
<td>May County Contact?</td>
<td>( ) Yes ( ) No</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Phone Number:</td>
<td>Describe your duties:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reason for Leaving:**

---

5
<table>
<thead>
<tr>
<th>Company Name and Company Address</th>
<th>Employment Dates</th>
<th>Wage or Salary</th>
<th>Name and Title of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From:</td>
<td></td>
<td>From:</td>
</tr>
<tr>
<td></td>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Date Ended:</td>
</tr>
<tr>
<td>May County Contact?</td>
<td>( ) Yes ( ) No</td>
<td></td>
<td>( ) Yes ( ) No</td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Company Name and Company Address</th>
<th>Employment Dates</th>
<th>Wage or Salary</th>
<th>Name and Title of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>From:</td>
<td></td>
<td>From:</td>
</tr>
<tr>
<td></td>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Date Ended:</td>
</tr>
<tr>
<td>May County Contact?</td>
<td>( ) Yes ( ) No</td>
<td></td>
<td>( ) Yes ( ) No</td>
</tr>
<tr>
<td>Phone Number:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Position Held:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Reason for Leaving:</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Company Name and Company Address</td>
<td>Employment Dates</td>
<td>Wage or Salary</td>
<td>Name and Title of Supervisor</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>------------------</td>
<td>--------------</td>
<td>-----------------------------</td>
</tr>
<tr>
<td>From:</td>
<td>Starting Wage:</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

May County Contact?  
( ) Yes ( ) No

Phone Number:  
Describe your duties:

Position Held:

Reason for Leaving:

---

<table>
<thead>
<tr>
<th>Company Name and Company Address</th>
<th>Employment Dates</th>
<th>Wage or Salary</th>
<th>Name and Title of Supervisor</th>
</tr>
</thead>
<tbody>
<tr>
<td>From:</td>
<td>Starting Wage:</td>
<td>Name</td>
<td></td>
</tr>
<tr>
<td>Date Ended:</td>
<td>Ending Wage</td>
<td>Title</td>
<td></td>
</tr>
</tbody>
</table>

May County Contact?  
( ) Yes ( ) No

Phone Number:  
Describe your duties:

Position Held:

Reason for Leaving:

---

Please provide any other information that you feel will help us in considering your application for employment.
APPLICANT ACKNOWLEDGEMENT AND AUTHORIZATION

PLEASE READ CAREFULLY BEFORE SIGNING.

Kendall County is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, gender, national origin, age, disability, veteran status, sexual orientation, pregnancy, marital status, ancestry, military status, genetic information and/or any other basis prohibited by federal, state and/or local laws, regulations and ordinances.

I hereby certify that all of the information provided by me in this application (and any other accompanying or required documents) is correct, accurate and complete to the best of my knowledge. I understand that the falsification, misrepresentation or omission of any facts in said documents or interview(s) may cause rejection of my application for employment or may cause immediate termination of employment regardless of the timing or circumstances at discovery.

I understand that submission of an application does not guarantee employment. I further understand that, should an offer of employment be extended by Kendall County and if I become a non-union employee of Kendall County, such employment with Kendall County is employment at will for no specified duration and may be terminated by either Kendall County or me at any time with or without cause, and with or without notice. I understand that, if I am selected for a position that is part of a bargaining unit represented by a union, my employment will be subject to the applicable terms and conditions of the union contract. I understand that none of the documents, policies, procedures, actions, or statements of Kendall County or its representatives during the application process is deemed a contract of employment real or implied. I understand that no individual representative of Kendall County has the authority to enter into any contract of employment or any agreement contrary to the foregoing statements and that any such agreements must be made in writing approved by a majority of the County Board and signed by the Chair of the Kendall County Board.

In consideration for employment with Kendall County, if employed, I agree to conform to the rules, regulations, policies and procedures of Kendall County at all times and understand that such obedience is a condition of employment.

I understand that if offered a position with Kendall County, I may be required to submit to a pre-employment medical examination, drug screening and background check as a condition of employment. I understand that unsatisfactory result from, refusal to cooperate with, or any attempt to affect the results of these pre-employment tests and checks will result in withdrawal of any employment offer or termination of employment if already employed.

I understand and agree that all information furnished in this application may be verified by the County or its authorized representatives. I waive any right I may have to be notified by any individuals and organizations name in this application prior to or prior to the release of any information to the County. I further authorize any and all schools, former employers, references, courts and any others who have information about me to provide such information to Kendall County and/or any of its representatives, agents or vendors and I release all parties involved from any and all liability for any and all claims and damages that may result from providing such information.

I understand that this application is considered current for three months. If I wish to be considered for employment after this period I must fill out and submit a new application. I understand that certain information I provide to Kendall County may be provided to the public as required by the Illinois Freedom of Information Act.

BY SIGNING BELOW I ACKNOWLEDGE THAT I HAVE READ, UNDERSTOOD AND AGREE TO THE ABOVE STATEMENTS.

__________________________
Signature of Applicant

__________________________
Date

Provide name and phone number of person completing this form if other than applicant:

__________________________
RESOLUTION 2013-______

A RESOLUTION ADOPTING THE
KENDALL COUNTY WEBSITE TRANSPARENCY POLICY

WHEREAS, the Kendall County Board recognizes the importance and the need for an open and transparent government to serve its residents; and

WHEREAS, the Kendall County Board is committed to transparency in the conduct of the public's business; and

WHEREAS, the Kendall County Board has developed standards for the Kendall County website to provide the public with information in an accountable and transparent manner; and

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

The Kendall County Website Transparency Policy, attached hereto and made a part of as Exhibit “A”, is hereby adopted by the County Board of Kendall County.

ADOPTED BY THE COUNTY BOARD OF TRUSTEES OF KENDALL COUNTY THIS _____ DAY OF ______________________, 2013.

Attest:

_____________________________  ________________________________
John Shaw                     Debbie Gillette
County Board Chairman        County Clerk
I. Purpose
This policy provides guidance as to how the County Board presents public information in a transparent and accountable manner, with emphasis on openness, ethics, and fiscal responsibility. This policy is a minimum standard and should not inhibit other public information presented on the County's website by Kendall County departments, Kendall County elected officials, Kendall County Board of Health, and Kendall County Forest Preserve District.

II. Effective Date
The provisions of this Policy shall be applicable on or after April 16, 2013.

III. Procedures/Guidelines
As part of the commitment of the County Board to open, transparent and honest government, the County website at www.co.kendall.il.us shall include the following information and documents accessed by a link named "Transparency" on the website homepage.

1. Elected & Administrative Officials
The County website shall include contact information, including name, department or office, job title, mailing address, facsimile number, telephone number, and an electronic contact method for all elected County Board members, elected officials, appointed administrators, directors and department heads for all County operations.

2. Meeting Information
The County website shall comply with the Illinois Open Meetings Act. The County website shall include the annual meeting schedule and monthly calendar for all meetings of the County Board and its advisory committees. The County website shall also identify the current County Board committee assignments. The monthly calendar will be available for viewing in electronic format and printable in pdf format. The updated electronic monthly calendar shall present agendas for all meetings of the County Board's advisory committees. The website shall also include agendas, packets, minutes and audio recordings of all open sessions of County Board meetings. Meeting dates may be changed, and meetings may be canceled, subject to the requirements of
the Open Meetings Act. The County shall use its best efforts to promptly update the County's website to notify the public of any canceled or rescheduled meetings.

The County Board meeting agendas, packets and minutes shall remain available on the County's website for a minimum of four years after completion of the County Board meeting. Audio recordings of open sessions of County Board meetings shall remain on the County's website for at least one calendar year after completion of the County Board meeting. The County Clerk shall remove all audio recordings for the prior calendar year. Subsequently, the County Clerk shall apply to the Illinois Records Commission for disposal of all audio recordings of open sessions that have been removed from the County's website.

3. Public Records
The County website shall include the name, department or office, job title, mailing address, telephone number, and an electronic contact method for all County Freedom of Information Act (FOIA) Officers, along with the mailing address, facsimile number, and electronic submission method for FOIA requests.

4. Budgets
The County website shall include the detailed budget for the current fiscal year, along with the detailed budgets for a minimum of four prior fiscal years.

5. Financial Audits
The County website shall include the County's Annual Audited Financial Reports for a minimum of four years after the County's auditor presents the Audited Financial Report to the County Board.

6. Expenditures
The County website shall include the County's bi-monthly claims reports starting April 16, 2013 showing County expenditures approved by the County Board to all individuals and third-party vendors. The claims reports should include the name of the payee, a brief description of expenditure, the amount of expenditure, and the line item account number. Bi-monthly claims will remain on the County's website for a minimum of four years after the County Board has approved the claims.

7. Salary & Benefits
Starting with Fiscal Year 2013, the County website shall display total compensation for each County budgeted position per fiscal year in accordance with Public Act 97-0609. Each County budgeted position will be displayed by position and department or office. County paid benefits shall be shown in separate categories, including, total compensation, budgeted salary, clothing allowance, health and dental insurance, life insurance, pension, FICA, and Medicare. In addition, annual vacation days, annual personal and sick days, and annual number of holidays will be shown for each County budgeted position. This information shall be updated within six (6) business days after the beginning of each fiscal year and shall remain available on the County's website for
a minimum of three years after the information has been posted on the County’s website.

8. Contracts
The County website shall include a list of all vendor contracts over $30,000 approved by the County Board starting April 16, 2013. The vendor’s name, the awarding office or agency, the dollar value of the contract, and a brief description of the goods or services provided shall be listed on the County website. The list of vendor contracts shall remain available on the County’s website for three years after the contracts have been executed by the parties.

The County website shall also display the current union contracts for all bargaining units. The union contract will remain posted on the website until a new union contract is approved and ratified by the bargaining unit, the Kendall County Board and the respective elected official.

9. Lobbying
The County Board does not currently have a contract with a certified lobbyist. The County Board, Elected Officials and multiple departments have memberships with various associations. Each January, the County website shall be updated to include all association memberships provided by the Kendall County Board, Kendall County elected officials and Kendall County departments.

10. Taxes and Fees
Each January, the County website shall be updated to include the current fee schedule submitted by Kendall County elected officials and Kendall County departments, the prior year’s actual property tax rate, the following year’s estimated property tax rate, and Kendall County sales tax rates for public safety and transportation. This information will be listed on the County website in a user-friendly format.

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

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

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

Section 2. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of offsetting a portion of the Public Transportation Program operating deficits of KENDALL COUNTY.

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

Section 4. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY such application.

Section 5. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 7. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

Section 8. That KENDALL COUNTY agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and that the County Administrator of KENDALL
COUNTY is hereby authorized to execute the Federal Fiscal Year 2013 FTA Certifications and Assurances.

PRESENTED and ADOPTED this 16th day of April 2013.

Attest:

John Shaw, County Board Chairman

Debbie Gillette, County Clerk and Recorder
Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

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

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, KENDALL COUNTY hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the KENDALL COUNTY BOARD on the 16th day of April 2013.

________________________________________
John Shaw, County Board Chairman
SPECIAL SECTION 5333(b) WARRANTY FOR APPLICATION TO THE SMALL URBAN AND RURAL PROGRAM

The following language shall be made part of the contract of assistance with the State or other public body charged with allocation and administration of funds provided under 49 U.S.C. Section 5311:

A. General application

The Public Body ("Kendall County") agrees that, in the absence of waiver by the Department of Labor, the terms and conditions of this warranty, as set forth below, shall apply for the protection of the transportation related employees of any employer providing transportation services assisted by the Project ("Recipient"), and the transportation related employees of any other surface public transportation providers in the transportation service area of the Project.

The Public Body shall provide to the Department of Labor and maintain at all times during the Project an accurate, up-to-date listing of all existing transportation providers which are eligible Recipients of transportation assistance funded by the Project, in the transportation service area of the Project, and any labor organizations representing the employees of such providers.

Certification by the Public Body to the Department of Labor that the designated Recipients have indicated in writing acceptance of the terms and conditions of the warranty arrangement will be sufficient to permit the flow of Section 5311 funding in the absence of a finding of non-compliance by the Department of Labor.

B. Standard Terms and Conditions

(1) The Project shall be carried out in such a manner and upon such terms and conditions as will not adversely affect employees of the Recipient and of any other surface public transportation provider in the transportation service area of the Project. It shall be an obligation of the Recipient and any other legally responsible party designated by the Public Body to assure that any and all transportation services assisted by the Project are contracted for and operated in such a manner that they do not impair the rights and interests of affected employees. The term "Project," as used herein, shall not be limited to the particular facility, service or operation assisted by Federal funds, but shall include any changes, whether organizational, or otherwise, which are a result of the assistance provided. The phrase "as a result of the Project," shall when used in this arrangement, include events related to the Project occurring in anticipation of, during, and subsequent to the Project and any program of efficiencies or economies related thereto; provided, however, that volume rises and falls of business, or changes in volume and character of employment brought about by causes other than the Project (including any economies or efficiencies unrelated to the Project) are not within the purview of this arrangement. An employee covered by this arrangement, who is not dismissed, displaced or otherwise worsened in his position with regard to his employment as a result of the Project, but who is dismissed, displaced or otherwise worsened solely because of the total or partial termination of the Project, discontinuance of Project services, or exhaustion of Project funding shall not be deemed eligible for a dismissal or displacement allowance within the meaning of paragraphs (6) and (7) of the Model agreement or applicable provisions of substitute comparable arrangements.
(2) (a) Where employees of a Recipient are represented for collective bargaining purposes, all Project services provided by that Recipient shall be provided under and in accordance with any collective bargaining agreement applicable to such employees which is then in effect.

(2) (b) The Recipient or legally responsible party shall provide to all affected employees sixty (60) days' notice of intended actions which may result in displacements or dismissals or rearrangements of the working forces. In the case of employees represented by a union, such notice shall be provided by certified mail through their representatives. The notice shall contain a full and adequate statement of the proposed changes, and an estimate of the number of employees affected by the intended changes, and the number and classifications of any jobs in the Recipient's employment available to be filled by such affected employees.

(2) (c) The procedures of this subparagraph shall apply to cases where notices involve employees represented by a union for collective bargaining purposes. At the request of either the Recipient or the representatives of such employees negotiations for the purposes of reaching agreement with respect to the applications of the terms and conditions of this arrangement shall commence immediately. If no agreement is reached within twenty (20) days from the commencement of negotiations, any party to the dispute may submit the matter to dispute settlement procedures in accordance with paragraph (4) of this warranty. The foregoing procedures shall be complied with and carried out prior to the institution of the intended action.

(3) For the purpose of providing the statutory required protections including those specifically mandated by 49 U.S.C. Section 5333(b)1, the public Body will assure as a condition of the release of funds that the Recipient agrees to be bound by the terms and conditions of the National (Model) Section 5333(b) Agreement executed July 23, 1975, identified below, provided that other comparable arrangements may be substituted therefor, if approved by the Secretary of Labor and certified for inclusion in these conditions.

(4) Any dispute or controversy arising regarding the application, interpretation, or enforcement of any of the provisions of this arrangement which cannot be settled by and between the parties at interest within thirty (30) days after the dispute or controversy first arises, may be referred by any such party to any final and binding disputes settlement procedure acceptable to the parties, or in the event they cannot agree upon such procedure, to the Department of Labor or an impartial third party designated by the Department of Labor for final and binding determination. The compensation and expenses of the impartial third party, and any other jointly incurred expenses, shall be borne equally by the parties to the proceeding and all other expenses shall be paid by the party incurring them.

In the event of any dispute as to whether or not a particular employee was affected by the Project, it shall be his obligation to identify the Project and specify the pertinent facts of the Project relied upon. It shall then be the burden of either the Recipient or other party legally responsible for the application of these conditions to prove that factors other than the Project affected the employees. The claiming employee shall prevail if it is established that the Project had an effect upon the employee even if other factors may also have affected the employee.

(5) The Recipient or other legally responsible party designated by the Public Body will be financially responsible for the application of these conditions and will make the necessary arrangements so that any employee covered by these arrangements, or the union representative of such employee, may file claim of violation of these arrangements with the
Recipient within sixty (60) days of the date he is terminated or laid off as a result of the Project, or within eighteen (18) months of the date his position with respect to his employment is otherwise worsened as a result of the Project. In the latter case, if the events giving rise to the claim have occurred over an extended period, the 18-month limitation shall be measured from the last such event. No benefits shall be payable for any period prior to six (6) months from the date of the filing of any claim.

(6) Nothing in this arrangement shall be construed as depriving any employee of any rights or benefits which such employee may have under existing employment or collective bargaining agreements, nor shall this arrangement be deemed a waiver of any rights or any union or of any represented employee derived from any other agreement or provision of federal, state or local law.

(7) In the event any employee covered by these arrangements is terminated or laid off as a result of the Project, he shall be granted priority of employment or reemployment to fill any vacant position within the control of the Recipient for which he is, or by training or retraining within a reasonable period, can become qualified. In the event training or retraining is required by such employment or reemployment, the Recipient or other legally responsible party designated by the Public Body shall provide or provide for such training or retraining at no cost to the employee.

(8) The Recipient will post, in a prominent and accessible place, a notice stating that the Recipient has received federal assistance under 49 U.S.C. Chapter 53 and has agreed to comply with the provisions of 49 U.S.C. Section 5333(b). This notice shall also specify the terms and conditions set forth herein for the protection of employees. The Recipient shall maintain and keep on file all relevant books and records in sufficient detail as to provide the basic information necessary to the proper application, administration, and enforcement of these arrangements and to the proper determination of any claims arising thereunder.

(9) Any labor organization which is the collective bargaining representative of employees covered by these arrangements, may become a party to these arrangements by serving written notice of its desire to do so upon the Recipient and the Department of Labor. In the event of any disagreement that such labor organization represents covered employees, or is otherwise eligible to become a party to these arrangements, as applied to the Project, the dispute as to whether such organization shall participate shall be determined by the Secretary of Labor.

(10) In the event the Project is approved for assistance under 49 U.S.C. Chapter 53, the foregoing terms and conditions shall be made part of the contract of assistance between the federal government and the Public Body or Recipient of federal funds; provided, however, that this arrangement shall not merge into the contract of assistance, but shall be independently binding and enforceable by an upon the parties thereto, and by any covered employee or his representative, in accordance with its terms, nor shall any other employee protective agreement merge into this arrangement, but each shall be independently binding and enforceable by and upon the parties thereto, in accordance with its terms.

C. Waiver

As part of the grant approval process, either the Recipient or other legally responsible party designated by the Public Body may in writing seek from the Secretary of Labor a waiver of the statutory required protections. The Secretary will waive these protections in cases, where at the time of the requested waiver, the Secretary determines that there are no
employees of the Recipient or of any other surface public transportation providers in the transportation service area who could be potentially affected by the Project. A 30-day notice of proposed waiver will be given by the Department of Labor and in the absence of timely objection, the waiver will become final at the end of the 30-day notice period. In the event of timely objection, the Department of Labor will review the matter and determine whether a waiver shall be granted. In the absence of waiver, these protections shall apply to the Project.

1Such protective arrangements shall include, without being limited to, such provisions as may be necessary for (1) the preservation of rights, privileges, and benefits (including continuation of pension rights and benefits) under existing collective bargaining agreements or otherwise; (2) the continuation of collective bargaining rights; (3) the protection of individual employees against a worsening of their positions with respect to their employment; (4) assurances of employment to employees of acquired mass transportation systems and priority of reemployment of employees terminated or laid off; and (5) paid training and retraining programs. Such arrangements shall include provisions protecting individual employees against a worsening of their positions with respect to their employments which shall in no event provide benefits less than those established pursuant to 49 U.S.C. Section 11347 [the codified citation of Section 5(2)(f) of the Act of February 4, 1887 (24 Stat. 379), as amended]. Return to original reference point.

2 For purposes of this warranty agreement, paragraphs (1); (2); (5); (15); (22); (23); (24); (26); (27); (28); and (29) of the Model Section 5333(b) Agreement, executed July 23, 1975 are to be omitted.
HIGHWAY COMMITTEE MINUTES

DATE:        April 9, 2013
LOCATION:    Kendall County Highway Department
MEMBERS PRESENT:  Dan Koukol, Judy Gilmour, Jeff Wehrli, Matt Prochaska & Amy Cesich
STAFF PRESENT:  Fran Klaas, Andy Myers, Ginger Gates & John Burscheid
ALSO PRESENT:  Kelly Farley, Bob Davidson

The committee meeting convened at 4:00 P.M. with roll call of Committee members.

The Eldamain Road Farm Lease was discussed by the Committee. Chairman Koukol indicated that there were some provisions in the Agreement that were unacceptable to the farmer. Koukol indicated that if the farmer is still interested, he should strike out the things that he doesn’t like and return the draft to the State’s Attorney for final review. The farmer, Bob Davidson, discussed his reservations about this work being subject to prevailing wages, which is a concern for both him and the County. He also said that if the Agreement isn’t finalized very soon, he will no longer be interested. Klaas discussed some of the specifics of prevailing wage laws and the definition of public works. Cesich indicated that it would be important to make a determination on whether this work would be considered a public work. Koukol also indicated that the Highway Department had a backup plan in the event we couldn’t come to terms on the Agreement. This will be listed as an action item, pending approval by the SAO.

The intergovernmental agreement between City of Joliet and Kendall County has been finalized and signed by the City of Joliet. It governs the improvements to be made at the intersection of Caton Farm Road and Ridge Road. Wehrli was concerned about the fact there was no language in the Agreement regarding any procedures for cutting up the pavement for utility repairs or improvements. Klaas indicated that he was comfortable with the Agreement, which was drafted by the Kendall SAO. Motion Gilmour; second Prochaska to recommend approval of the Agreement to the County Board. Motion carried unanimously.

The modified preliminary engineering services agreement between WBK and Kendall County was presented to the Committee. This agreement had gone to the County Board in March, but no action had been taken. The general terms and conditions of the agreement were updated to comply with other WBK agreements. The agreement is now ready for Board action.

A supplement to the preliminary engineering services agreement between Hutchison Engineering and Kendall County was presented to the Committee. This is not a new agreement, but simply a supplement to the original agreement between the two parties. The extra $15,000 is necessary to modify the plans and specifications of the Caton Farm Road and Ridge Road project. At Joliet’s request, the limits of the project are being changed, and several traffic signal and lighting specifications are being modified. Motion Wehrli; second Cesich to recommend approval of the supplement to the County Board. Motion carried unanimously.
The County Engineer discussed the history of the buried fuel tanks at the Highway Department, the fact that they were removed by permit in 1995, and the fact that no final paperwork was ever filed with the IEPA by the County’s consultant. The County, the County’s Consultant and the Morris landfill are all searching for records pertaining to the tank removal. The Treasurer could not find any evidence that the County ever got a bill or paid the County’s tank removal consultant. Gilmour asked if the County even kept records from that long ago. In an effort to solve this problem, Klaas contacted Huff & Huff, Inc., Environmental Engineers, who are able to assist the County in complying with current Federal and State laws pertaining to buried fuel tanks. Remedial work will initially require significant numbers of soil borings around the site of the old buried tanks, analysis of the samples, as well as filing the necessary paperwork and coordinating with IEPA. The proposal from Huff & Huff was for $13,535 to complete these tasks. Because of the very narrow timeline, the Committee authorized the County Engineer to sign the proposal and begin the process. Motion Werhli; second Koukol to approve the proposal from Huff & Huff, not to exceed $14,000. By roll-call-vote, the motion was approved unanimously. Chairman Koukol and the Committee also agreed to discuss the matter at C.O.W. and bring the Board Members up to date on the issue.

A list of bidders from the April 5, 2013 bid opening were presented to the Committee. There were 18 county and township projects bid, having a total combined estimate of $7,722,000. The combined total of all the low bids was only $6,018,476; about 22% below the estimate. Individual estimates varied both higher and lower. The County Board will be the awarding authority for 16 of the 18 projects. A resolution has been prepared to approve the low bidders for the 16 projects. Motion Gilmour; second Prochaska to recommend approval of all the low bidders to the County Board. Motion carried unanimously.

Motion Werhli; second Prochaska to forward payroll and bills for the month of April to the Finance Committee. Motion approved unanimously.

Meeting adjourned at 4:50 PM.

Respectfully submitted,

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

ACTION ITEMS

1. Eldamain Road Farm Lease Agreement
2. IGA w/ Joliet for Intersection of Caton Farm Road & Ridge Road
3. Engineering Agreement w/ WBK for Minkler/Collins - $33,000
4. Engineering Supplement w/ Hutchison Engr. - $15,000
5. County and Township Road & Bridge Project Bids
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY ILLINOIS AND THE CITY OF JOLIET, ILLINOIS FOR THE CATON FARM ROAD / RIDGE ROAD INTERSECTION RECONSTRUCTION - SECTION 12-00118-00-TL

THIS INTERGOVERNMENTAL AGREEMENT by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the City of Joliet, located in both Will County and Kendall County, Illinois (the "City") a municipal corporation of the State of Illinois, is effective upon the date of last signature below.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the City and Kendall County are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, The County and City wish to enter into an agreement wherein the County shall take on the responsibility of improving Section 12-00118-00-TL at the intersection of
Caton Farm Road and Ridge Road for the benefit of both the City and the County (the "Project"), and thereafter the City shall exercise sole responsibility for the maintenance of the traffic signals and related appurtenances as outlined below; and

WHEREAS, Kendall County currently has jurisdiction over the North, South and West portions of the intersection, and the City has jurisdiction of the East portion of the intersection, and nothing in this Agreement is to alter the current roadway jurisdictions in effect; and

WHEREAS, the Project, once completed, shall provide a safe and efficient roadway network for the benefit of the residents of the City and Kendall County.

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

Section 1. The foregoing preambles are hereby incorporated as if fully restated in this Section 1;

KENDALL COUNTY’S RESPONSIBILITIES:

Section 2. Kendall County hereby agrees to contract with an engineering firm, to undertake the preliminary engineering ("Preliminary Engineering") for the Project. Upon completion of the Preliminary Engineering and approval by the County and the City, the County shall direct the engineering firm to proceed with preparing the Project for letting. The costs of the Preliminary Engineering will be paid for and coordinated by Kendall County;

Section 3. Upon completion and approval of all appropriate Engineering, Kendall County agrees to undertake the acquisition of such interests in real estate, including temporary or permanent easements or fee ownership, as deemed necessary to construct the Section 12-00118-00-TL intersection improvements at Caton Farm Road and Ridge Road and shall be responsible for all costs in connection with such acquisition. It is understood that construction of the Project
is currently scheduled for calendar year 2013 and the parties hereto agree to work cooperatively toward that date;

Section 4. Kendall County shall select and contract with all contractors and subcontractors necessary to complete the construction of the Project and Kendall County shall be solely responsible for supervising the construction and completion of the Project and of all contractors and subcontractors retained by them to assist in the construction and completion of the Project at no cost to the City;

Section 5. Kendall County agrees to fund all construction and material inspection costs necessary to construct the Section 12-00118-00-TL intersection improvements at Caton Farm Road and Ridge Road as articulated within this Agreement. Such Improvements will include the removal of existing temporary traffic signals and installation of new traffic signals and overhead lighting that conforms to the requirements of the City of Joliet. Traffic Signals will include Emergency Vehicle Pre-Emption (EVP) and illuminated street name signs ("Traffic Signal Improvements"). Additionally, the Project construction will include widening and resurfacing the west "leg" of the intersection, concrete curb and gutter radius returns, as well as the installation of temporary and permanent pavement markings as deemed necessary (hereinafter the "Roadway Improvements");

Section 6. During construction, and up until the time the project is declared completed by Kendall County, Kendall County shall defend, indemnify and hold harmless the City, and its insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, mechanic liens and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the City, its insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to
or arising in any manner out of the work to be performed by Kendall County and/or any of the
Kendall County's contractors and/or sub-contractors retained to perform work under this
Agreement;

Section 7. After completion of the Project, Kendall County shall defend, indemnify
and hold harmless the City, and its insurers, employees, and agents only in regard to any and all
mechanic lien claims which the City, its insurers, employees, and/or agents may hereafter be
required to pay relating to charges for work to be performed by Kendall County’s contractors
and/or sub-contractors retained to perform work under this Agreement;

Section 8. During the course of construction of the Project, Kendall County shall
ensure that each contractor and/or subcontractor performing work on the Project shall obtain and
continue in force during the term of the Project, all insurance necessary and appropriate and that
each contractor and/or subcontractor contracted with to perform work on the Project shall name
Kendall County and the City as Additional Insured’s on a Primary and Non-Contributory basis
with respect to the general liability, business auto liability and excess liability insurance, as well
as a waiver of subrogation with respect to the general liability and workers’ compensation in
favor of Kendall County and the City;

Section 9. Kendall County shall comply with all competitive bidding and selection
requirements necessary for construction and completion of the Project pursuant to applicable
state and federal laws.

CITY OF JOLIET’S RESPONSIBILITIES:

Section 10. The City shall timely participate in plan review and coordinate with
Kendall County for preliminary engineering approval. The failure of the City to perform, keep
or observe any of the covenants, conditions, promises, agreements or obligations with respect to
this Agreement, including timely participation in plan approval, shall constitute a breach by the City hereunder.

**Section 11.** Upon completion of Section 12-00118-00-TL, the City agrees that it shall exercise complete control, maintenance, responsibility and ownership of the newly-constructed traffic signals and related appurtenances, including all hardware and software required to operate the traffic signals at the specified location, and illuminated street name signs, Emergency Vehicle Pre-Emption (EVP), and overhead lighting at the subject intersection, including all electrical supply costs, at no cost to Kendall County; the City shall also exercise complete control, maintenance, responsibility and ownership of the sidewalks, multi-use paths and ADA ramps at the subject intersection (hereinafter all of these improvements as enumerated in Section 11 shall be referred to as the "City Controlled Improvements"). At the time the project is deemed complete by Kendall County, it shall send notice to the City stating the same;

**Section 12.** It is mutually agreed by Kendall County and the City that upon notice of completion of the Project, Kendall County shall not be inferred to, or obligated to, have a duty to provide insurance for the subject Improvements or otherwise indemnify and hold harmless the City in connection with the use, enjoyment, ownership, maintenance, repair or replacement of the subject Improvements as above described;

**Section 13.** It is mutually agreed by Kendall County and the City that the maintenance, both physical and financial, of the subject Section 12-00118-00-TL intersection City Controlled Improvements at Caton Farm Road and Ridge Road will be the responsibility of the City, and the City alone, pursuant to Section 11 above. Further, the City shall be responsible for any future repair or replacement deemed necessary for the subject City Controlled Improvements outlined within Section 11. Nothing in this Agreement shall be construed as to
create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the subject City Controlled Improvements;

Section 14. Upon completion of the subject Project, the City shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, maintenance, repair, replacement and/or condition of the subject City Controlled Improvements built and/or installed during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating arising in any manner out of the City's performance or alleged failure to perform its obligations pursuant to this Agreement.

MISCELLANEOUS PROVISIONS:

Section 15. Nothing in this agreement shall be deemed to change the jurisdiction of either the City or Kendall County in respect to their Roadway Improvements, and their ongoing jurisdictional duties in respect to the roadways themselves. As such, Kendall County will continue to maintain the North, South, and West “legs” of the roadway surface itself, while the City will maintain the East “leg” of the roadway surface;

Section 16. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto.
Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

Section 17. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;

Section 18. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to:
Kendall County State’s Attorney
807 John Street,
Yorkville, Illinois, 60560

If to the City: City Manager
City of Joliet
150 W. Jefferson St.
Joliet, IL. 60432
Or such address or counsel as any party hereto shall specify pursuant to this Section from time to time;

Section 19. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;

Section 20. The City and Kendall County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach;

Section 21. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

Section 22. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the City;

Section 23. This Agreement shall be in full force and effect for a period of ninety nine (99) years from the date of the last signatures below unless it is agreed to terminate this Agreement in writing signed by all parties;
Section 24. This Agreement shall become effective upon the date of the last signature below by the parties hereto. This Agreement may be amended only with written consent of all parties.

Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

County of Kendall, a unit of local government of Illinois

By: __________________________  By: __________________________
Chair, Kendall County Board  Mayor of City of Joliet

Attest: __________________________  Attest: __________________________
County Clerk  City Clerk

Date: __________________________  Date: __________________________
March 25, 2013

Mr. Francis Klaas, P.E.
County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, IL 60560

Subject: Proposal for Professional Engineering Services
  Corridor Centerline Study – Orchard/Minkler/Collins Corridor
  WBK Job No.: 13-0131

Dear Mr. Klaas:

Wills Burke Kelsey Associates, Ltd. ("WBK") is pleased to provide this proposal for professional engineering services related to the Orchard/Minkler/Collins corridor study near Oswego, Illinois. The purpose of these services is to establish the future centerline and R.O.W. requirements for extended Collins Road and to expand the Orchard/Minkler Corridor. Preparing this proposal requires the exercise of professional engineering judgment, and as such, this proposal remains the proprietary instrument of service of the firm Wills Burke Kelsey Associates. No portion of this proposal may be shared with another firm providing similar services. A detailed scope of services and fee estimate are included.

SCOPE OF SERVICES

A detailed scope of services is attached to the proposal. All work associated with this proposal will be completed by December 31, 2013.

ESTIMATE OF FEE

Due to the nature of the tasks noted above, we have provided a time and materials budget. The actual amount invoiced will be based on the level of effort required, but we will not exceed the budget without your prior approval.

<table>
<thead>
<tr>
<th>Description</th>
<th>Budget</th>
</tr>
</thead>
<tbody>
<tr>
<td>TOTAL LABOR EFFORT</td>
<td>$32,173.00</td>
</tr>
<tr>
<td>Reimbursable Expenses at Cost</td>
<td>$827.00</td>
</tr>
<tr>
<td>TOTAL:</td>
<td>$33,000.00</td>
</tr>
</tbody>
</table>
We propose to bill you monthly based on the attached Cost Estimate of Consulting Services. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

If this proposal is acceptable, please sign both copies and return one (1) to us for our files to serve as a notice to proceed.

Sincerely,

P.J. Fitzpatrick, P.E.
Vice President

Encl: Detailed Scope of Services
      Cost Estimate of Consulting Services
      General Terms and Conditions for Kendall County (February 4, 2013)

THIS PROPOSAL, COST ESTIMATE OF CONSULTING SERVICES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY, ILLINOIS:

BY: __________________________________________

TITLE: _______________________________________

DATE: ________________________________________

WBK Opportunity No. 2013.6589
SUPPLEMENTAL AGREEMENT FOR PROFESSIONAL SERVICES

This SUPPLEMENTAL AGREEMENT NO. 1, made this ___ day, of ____ , 2013 between the COUNTY OF KENDALL, hereinafter called the OWNER and Hutchison Engineering, Inc., Consulting Engineers, 605 Rollingwood Drive, Shorewood, Illinois, 60404, hereinafter called the ENGINEER.

WITNESSETH:

That whereas the OWNER and the ENGINEER entered into a Preliminary Engineering Services Agreement, approved by the County of Kendall on May 15, 2012 for preparation of contract plans and documents and associated work for the improvement of the intersection of Caton Farm Road and Ridge Road, referred to as Section 12-00118-00-TL, and whereas the OWNER desires additional Professional Engineering or Land Surveying Services as follows:

Additional design and design review to investigate/incorporate engineering changes necessary to facilitate jurisdictional acceptance of the traffic signals by the City of Joliet, including the extension of the project approximately 600 feet east.

NOW THEREFORE:

The ENGINEER AGREES to provide the above described services in accordance with the generally accepted professional engineering practices.

The OWNER AGREES to compensate the ENGINEER for this additional work in accordance with Paragraph 2 of "The Owner Agrees," of the original Preliminary Engineering Services Agreement cited above. The design services as detailed above shall not exceed Fifteen Thousand Dollars ($15,000.00) without the consent of the Kendall County Department of Highways.

IN WITNESS WHEREOF, the parties hereto have made and executed this AGREEMENT as of the day and year first above written.

OWNER: 
COUNTY OF KENDALL

By: __________________________
County Executive

ENGINEER: 
HUTCHISON ENGINEERING, INC.

By: __________________________
Sr. Vice President

Attested by: __________________________
County Clerk
KENDALL COUNTY

Resolution No. ___

WHEREAS, bids were received at the County Highway Office on April 5, 2013 on the following listed projects:

Sec. 07-00100-00-FP, Ridge Road, C. H. #11, approve the low bid of S & K Excavating & Trucking in the amount of $1,014,249.40.

Sec. 11-00114-00-BR Fox River Drive over Hollenback Creek, C. H. #1, approve the low bid of Herlihy Mid-Continent Company in the amount of $810,289.27.

Sec. 11-00118-00-BR, Fern Dell Road, Big Grove Road District approve the low bid of Riber Construction, Inc. in the amount of $202,723.00.

Sec. 12-00121-00-FP, Church Street / Millington, approve the low bid of S & K Excavating & Trucking in the amount of $297,000.00.

Sec. 13-00000-00-GM, Whitewillow Road, C. H. #18, approve the low bid of A. C. Pavement Striping Company in the amount of $108,216.80.

Sec. 13-00000-01-GM, Fox River Drive & Millington Road, C. H. #1 & C. H 3, approve the low bid of Hardin Paving Services in the amount of $89,643.00.

Sec. 13-00124-00-RS, Grove Road, C. H. #2, approve the low bid of Hardin Paving Services in the amount of $2,042,424.00.

Sec. 13-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $130,201.40.

Sec. 13-01000-00-GM, Big Grove Road District, Aggregate, F.O.B., approve all bids; Central Limestone Company, Lafarge Aggregate and Vulcan Construction Material in the amount of $11,500.00.

Sec. 13-04000-00-GM, Kendall Road District, Gr. III, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $111,253.86. Gr. IV, the low bid of Hardin Paving Services in the amount of $79,495.00.

Sec. 13-05000-00-GM, Lisbon Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $65,040.00.

Sec. 13-08000-00-GM, Oswego Road District, approve the low bid of Hardin Paving Services in the amount of $498,498.00.

Sec. 13-09000-00-GM, Seward Road District, approve the low bid of D Construction, Inc. in the amount of $45,366.55.
NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award
the above listed projects to the low bidder as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the
records and files thereof, as provided by statute, do hereby certify the foregoing to be a true,
perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly
scheduled meeting in Yorkville, Illinois, on the 16th day of April, 2013.

Debbie Gillette - County Clerk

(SEAL)
Facilities Committee Minutes
April 1, 2013

CALL TO ORDER
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building at 111 W. Fox Street, Room 209 at 3:31 p.m.

1) Roll Call - Chairman Koukol asked for a roll call attendance. Present were Chairman Koukol, Members Prochaska, Wehrli and Vice-Chair Gilmour. Member Cullick’s absence was excused. Enough members were present to form a quorum of the committee. County Administrator Wilkins arrived at 3:45 p.m. Facilities Management Director Smiley was also present.

2) Approval of the February meeting minutes - Chairman Koukol asked for a motion to approve the March committee minutes. Vice-Chair Gilmour motioned to approve the minutes. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved.

3) Public Comment - No members of the public were present at the meeting.

OLD BUSINESS/PROJECTS

1) Audio/Video Recording Project County Office Building
   - The HR/Administration committee has been discussing policy for adding audio recordings to the Kendall County website.

Report from meeting
Vice-Chair Gilmour said the HR/Administration committee is finalizing the website transparency project. Audio recordings of board meetings will be part of that project. The committee will also address the 10 point report done on our website by an outside agency. Once the project is complete at the committee level, the suggestions will be forwarded to COW for all County Board members to review.

2) Trane Contract approval review using TCPN pricing for the COB HVAC & Generator Projects
   - Eric Weis said he thought we had a reasonable cause for using Trane as a sole source for the materials since the rest of the project was planned to be publicly bid. However, he wanted to review the contract with other assistant State’s Attorney’s before finalizing his decision.
   - Jim is still waiting for the final SAO decision.

3) Courthouse Sign Needed for Disabilities
   - The sign was completed except for the mounting hardware to fit into the glass.
   - This project will be completed before the next FM Committee meeting.

OLD BUSINESS/PROJECTS CONTINUED

4) Courthouse Art Hanging Project
   - The tracks were installed the week of March 18th.
   - The wires were cut down so they would dangle below the top of the trim on the wall about 4 ½ feet above the floor.
   - Jim went over the installation with Judge McCann and notified the people that the tracks and wire are ready for the artwork when Tim gives them a go ahead.
   - The art was hung up this afternoon.
   - Project complete.

NEW BUSINESS/PROJECTS

1) Card Access Issues at the Courthouse
   - D.C. Leinen asked Jim if he could help diagnose why a couple of panels were offline and card readers at the Public Defender’s office were not working.
   - Jim found the power supply for the door strikes at the PD’s office. The screws had loosened up and the wires were not making good contact.
   - Jim reconnected the wires and the tested the doors.
   - The PD’s doors are working properly now.
   - Jim is still working on the panel communication issues.
NEW BUSINESS/PROJECTS CONTINUED

2) **Flag Pole at the Historic Courthouse**
   - Jim was talking to Eric Weis about it and he said the BKFD would probably help access the top of the pole to replace the broken parts.
   - Eric talked to the fire station Chief and he said they would be glad to help.
   - So, Jim setup a visit by the Fire Department and went up on the ladder truck with the fireman to remove the old equipment and to measure for replacement parts.
   - Once the parts are in Jim will arrange to go back up to install the new parts.

3) **Circuit Clerk File Room Shelving Addition**
   - Becky asked Jim if he could help her determine what could be added to her existing rolling storage system to allow for additional storage area for foreclosure and other files.
   - Jim called Henricksen, the original company he worked with to setup the filing systems in the Circuit Clerk’s office.
   - They came out and determined four additional units could be added in two different areas in the main file room.
   - Jim discussed the findings with Becky and she decided to add three sets of shelving and to have one section of stationary moved from another area to be used for the foreclosure files.
   - The new rolling shelves have been ordered and will be installed by the vendor.

4) **Review purchasing of replacement items for new equipment installed during remodeling or other projects**
   - Recently KCFM was contacted by Court Administration because the projection unit in jury assembly started giving a warning that the bulb was almost out of hours.
   - Jim told Nikki he thought Court Administration should pay for the bulb since it is used only for the Jury room.
   - Nikki talked to Judge McCann and he said that he felt it was a building system and KCFM should replace it and get a spare bulb in case the new one went bad and they needed it right away for a jury or training session.
   - Jim had Suzette research replacements and found we could get the bulbs for under $200.00, instead of the over $400.00 it would cost from the OEM.
   - Suzette ordered two bulbs.
   - Jim wanted the committee to be aware that these situations routinely happen. Project complete.

5) **Health & Human Services Sound System Addition**
   - Stan Laken approached Jim about a system he had researched for the Health department for the WIC classroom.
   - Stan asked Jim if he could look into the installation aspects and see if KCFM could run the wiring and install the equipment along with his staff.

EXECUTIVE SESSION
Not Needed.

ADJOURNMENT
Chairman Koukol asked for a motion to adjourn the meeting. Member Jeff Wehrli made a motion to close the meeting at 3:55 p.m. Member Prochaska 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 3:55p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met at 2:39 p.m., and was called to order by Chair
John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Elizabeth Flowers (2:42 p.m.),
Judy Gilmour, John Purcell

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Janet Kaiser,
Scott Koster, Stan Laken, Andy Nicoletti, Jim Smiley, Tom Thomas and Jeff Wilkins

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Judy Gilmour to
forward the bills in the amount of $516,901.02 to the County Board for approval.
Lynn Cullick made a second to the motion. With a voice vote of all ayes, the motion
carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – Ms. Ferko reported that the Coroner’s office has a body of
an indigent person currently in their possession, and that according to Illinois Statute 55IL
C5-5-3-3034, it is the responsibility of the County to dispose of the body. Arrangements
have been made for Cremation at the Dunn Family Funeral Home in Yorkville at the cost
$1,380. Ms. Ferko asked the Committee which account to charge for payment. The
Committee agreed to forward approval to establish a new line item in the Coroner’s
budget to pay for disposal of this indigent body, and allocation of $2,000 into that
fund.

Ms. Ferko said the Tax Cycle is on schedule and everything should be mailed on time.

Debbie Gillette, County Clerk/Recorder – Ms. Gillette reported an 11.5% turn-out for the
April 9, 2013 election. This is quite a decrease of participation compared to the last
election.

Stan Laken, Technology – None

Andy Nicoletti, Assessment Office – None

Chief Deputy Scott Koster, Sheriff’s Office – None
Jim Smiley, Facilities Management – Mr. Smiley informed the committee that there was a roof drain pipe break in the Probation office on Wednesday due to the heavy rains. Facilities spent the day cleaning the space.

Tom Thomas, Department of Health and Human Services – Mr. Thomas confirmed there will be a review of Department of Health & Human Services budget at the April 25, 2013 meeting. Confirmed by Chair Purcell.

Items of Business


- **Review final 2013 Tax Extension Computations**– Jeff Wilkins reviewed the computations based on the draft from the Clerk’s office and said they anticipate receiving $11,000 more in the General Fund than originally budgeted.

- **Review Capital Funds** – Jeff Wilkins reviewed the description of the Capital Improvement Fund, the Building Fund, the Public Safety Sales Tax Fund, Public Safety Capital Improvement Fund, the General Fund Special Reserve Fund, and various projects that can be financed by these funds.

- **Recommend Approval of Senior Tax Levy Grant Awards** – Discussion on the applications, requested amounts, how various organizations are meeting the needs of seniors in Kendall County, distribution of funds, and suggestions from committee members for minimum funding.

<table>
<thead>
<tr>
<th>Name</th>
<th>2013 Requested</th>
<th>2013 Granted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Nutrition Network</td>
<td>$20,500</td>
<td>$15,750</td>
</tr>
<tr>
<td>Prairie State Legal Service</td>
<td>$8,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Senior Services Associates, Inc.</td>
<td>$129,300</td>
<td>$119,500</td>
</tr>
<tr>
<td>Dept. of Health &amp; Human Svcs</td>
<td>$64,000</td>
<td>$59,178</td>
</tr>
<tr>
<td>FVOAS</td>
<td>$60,000</td>
<td>$54,250</td>
</tr>
<tr>
<td>VNA</td>
<td>$15,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Oswegoland Seniors, Inc.</td>
<td>$40,000</td>
<td>$38,500</td>
</tr>
<tr>
<td>Fox Valley Family YMCA</td>
<td>$6,906.90</td>
<td>$1,000</td>
</tr>
<tr>
<td>Community Meals for Seniors</td>
<td>$26,250</td>
<td>$15,500</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$370,456.90</strong></td>
<td><strong>$318,178.00</strong></td>
</tr>
</tbody>
</table>
Motion to forward the Grant awards to the County Board made by second by Motion passed.

Items from Other Committees – None

Old Business

Action Items for County Board

- Recommend approval of claims in the amount of $516,901.02
- Recommend approval to authorize the establishment of a line item in the Coroner’s Budget to pay disposal costs for an indigent person, and allocation of $2,000 into that fund.
- Recommend approval of Ordinance Abating Taxes Levied for Year 2012 Payable 2013 to Pay Debt Service on General Obligation Bonds
- Recommend approval of Senior Tax Levy Grant Awards as below:

<table>
<thead>
<tr>
<th>Name</th>
<th>2013 Requested</th>
<th>2013 Granted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Nutrition Network</td>
<td>$20,500</td>
<td>$15,750</td>
</tr>
<tr>
<td>Prairie State Legal Service</td>
<td>$8,500</td>
<td>$6,500</td>
</tr>
<tr>
<td>Senior Services Associates, Inc.</td>
<td>$129,300</td>
<td>$119,500</td>
</tr>
<tr>
<td>Dept. of Health &amp; Human Svcs</td>
<td>$64,000</td>
<td>$59,178</td>
</tr>
<tr>
<td>FVOAS</td>
<td>$60,000</td>
<td>$54,250</td>
</tr>
<tr>
<td>VNA</td>
<td>$15,000</td>
<td>$8,000</td>
</tr>
<tr>
<td>Oswegoland Seniors, Inc.</td>
<td>$40,000</td>
<td>$38,500</td>
</tr>
<tr>
<td>Fox Valley Family YMCA</td>
<td>$6,906.90</td>
<td>$1000</td>
</tr>
<tr>
<td>Community Meals for Seniors</td>
<td>$26,250</td>
<td>$15,500</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$370,456.90</strong></td>
<td><strong>$318,178.00</strong></td>
</tr>
</tbody>
</table>

Executive Session – None

Public Comment – None

Adjournment – Amy Cesich made a motion to adjourn, second by Lynn Cullick. With all members voting aye, the meeting adjourned 4:10 p.m. The next Finance Committee meeting will be held at 9:30 a.m. on Thursday, April 25, 2013.

Respectfully submitted,

Valarie A. McClain
Recording Secretary
County of Kendall, Illinois

ORDINANCE NO. __________


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

Ordinance 02-18 (the "Bond Ordinance") on the 19th day of November, 2002 which did provide for the issue of Not To Exceed $7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2002A (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 02-32 (the "Amendment to the Bond Ordinance") on the 17th day of December, 2002 which did amend an ordinance adopted by the County Board of the County on November 19, 2002 entitled: "Supplemental Ordinance Authorizing the Issuance of General Obligation Bonds, Alternate Revenue Source Series 2002A, of The County of Kendall, Illinois" (the Bond Ordinance); also

Ordinance 02-17 (the "Bond Ordinance") on the 19th day of November, 2002 which did provide for the issue of $4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2002B (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 02-33 (the "Amendment to the Bond Ordinance") on the 17th day of December, 2002 which did amend an ordinance adopted by the County Board of the County on November 19, 2002 entitled: "Supplemental Ordinance Authorizing the Issuance of General Obligation Bonds, Alternate Revenue Source Series 2002B, of The County of Kendall, Illinois" (the Bond Ordinance); also

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

Ordinance 08-29 (the "Bond Ordinance") on the 5th day of August, 2008 which did provide for the issue of $10,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2008 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also
Ordinance 09-11 (the "Bond Ordinance") on the 17th day of March, 2009 which did provide for the issue of $10,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2009 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

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

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

WHEREAS, on:

The 19th day of November, 2002, a duly certified copy of Bond Ordinance 02-18 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 19th day of November, 2002, a duly certified copy of Bond Ordinance 02-17 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 17th day of December, 2002, a duly certified copy of Bond Ordinance Amendment 02-32 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 17th day of December, 2002, a duly certified copy of Bond Ordinance Amendment 02-33 was filed in the office of the County Clerk of the County (the "County Clerk"); also

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

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

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

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

The 1st day of November, 2011, a duly certified copy of Bond Ordinance 11-28 was filed in the office of the County Clerk of the County (the "County Clerk"); and
WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2012 levy; and

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

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2012 payable 2013 to pay the debt service on the Bonds be abated:

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


Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2012 payable 2013 in accordance with the provisions hereof.

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

Adopted this ____ day of April, 2013, by roll call vote as follows:

Ayes: Nays: Absent:

________________________________________
Chairman of the
County Board of
County of Kendall, Illinois

ATTEST:

________________________________________
County Clerk
County of Kendall, Illinois

(SEAL)
COUNTY OF KENDALL
RESOLUTION 2013---

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2013 SENIOR CITIZEN SOCIAL SERVICES LEVY

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

WHEREAS, the Kendall County Board has appropriated $318,178 for grants to agencies to benefit the senior citizens in Kendall County; and

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

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2012, Fiscal Year 2013 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Nutrition Network</td>
<td>$15,750</td>
</tr>
<tr>
<td>Prairie State Legal Service</td>
<td>$6,500</td>
</tr>
<tr>
<td>Senior Services Associates, Inc.</td>
<td>$119,500</td>
</tr>
<tr>
<td>Department of Health &amp; Human Services</td>
<td>$59,178</td>
</tr>
<tr>
<td>Fox Valley Older Adult Services</td>
<td>$54,250</td>
</tr>
<tr>
<td>Visiting Nurses Association</td>
<td>$8,000</td>
</tr>
<tr>
<td>Oswegoland Seniors, Inc.</td>
<td>$38,500</td>
</tr>
<tr>
<td>Fox Valley YMCA</td>
<td>$1,000</td>
</tr>
<tr>
<td>Community Meals for Seniors</td>
<td>$15,500</td>
</tr>
</tbody>
</table>

Approved and adopted by the County Board of Kendall County, Illinois, this 16th day of April, 2013.

Attest:

John Shaw, Chairman
County Board

Debbie Gillette
County Clerk
Call to Order
The Committee of the Whole met at 4:13 p.m. and was called to order by Chairman John Shaw.

Roll Call
Members Present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell (4:15 p.m.), John Shaw and Jeff Wehrli

Others Present: Leslie Johnson, Jim Smiley, Dr. Amaal Tokars, Jeff Wilkins and Angela Zubko

KC Soil & Water Conservation District Presentation – Megan Andrews, Resource Conservationist, Jenny Wold, Education Coordinator and Butch Konicek, Conservation District Board Vice-Chair gave an overview of District and the various programs, educational programs, and services available to the County.

Items of Business

A. Resolution regarding County Website Transparency - Judy Gilmour presented the policy to the Committee for review and discussion. Discussion on videotaping inclusion in the policy and resolution. The Committee agreed to forward the resolution to the County Board for approval.

B. Recommendation to Board for Senior Tax Levy Grant Awards - Jeff Wilkins provided the proposed grant amounts, and John Purcell answered questions and provided additional information to the Committee. The Committee agreed to forward the resolution to the County Board for approval.

Old Business – None

Public Comment - None

Review Board Action Items from COW

- Resolution regarding County Website Transparency
- Recommendation to Board for Senior Tax Levy Grant Awards

Executive Session – A motion to enter into executive session by John Purcell, second by Jeff Wehrli for the purpose of review of all committee Executive Session minutes at least semi-annually by the County Board for continued confidentiality in accordance with the Illinois Open Meetings Act. (ILCS 120/2/11).

The Committee of the Whole entered into Executive Session at 5:26 p.m. The Committee of the Whole returned to regular session at 5:36 p.m.
Adjournment

John Purcell moved to adjourn the Committee of the Whole meeting. The motion was seconded by Jeff Wehrii. There being no objection, the Committee of the Whole, at 5:44 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Recording Secretary
Meeting was called to order at 10:00AM.
Committee Members present: Elizabeth Flowers (Chair), Judy Gilmore (Vice Chair), Matt Prochaska, Dan Koukol, John Purcell

Staff present: Jeff Wilkins (County Administrator), Leslie Johnson (Assistant State’s Attorney)

At 10:05AM, Koukol made motion to enter executive session according to 5ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Second by Purcell, motion passed unanimously.

At 12:08PM, Committee entered open session.

Public comments: none

Questions from media: none

Prochaska motioned to adjourn meeting, second by Flowers. Motion passed unanimously at 12:09PM.

Respectfully submitted by Jeff Wilkins, County Administrator
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of March 20, 2013
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Vice-Chairman Richard Scheffrahn at 7:05 p.m.

ROLL CALL
Present were: Peter Bochek, Ken Boyer, Ken Donart, Richard Scheffrahn, Stephenie Todd and Jeff Wehrli (CB Representative)
Also present were: Senior Planner Angela Zubko
Members in the audience: None
Absent: Fred Dickson, Michael Garrigan and Whitney French

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Peter Bochek seconded the motion. All agreed and the agenda was approved.

APPROVAL OF MINUTES
Peter Bochek made a motion to approve the minutes as written from February 20, 2013. Ken Boyer seconded the motion. All agreed and the minutes were approved.

OLD BUSINESS
1. Review Reconnaissance Survey Pictures- The Committee went through some pictures and made the following determinations:
   2319 Woolley Road- Farmstead: Contributing; largest barn and smoke house: potential landmarks
   2142 Woolley Road- House Potentially significant (due to inappropriate replacement)
   1128 Woolley Road- Farmstead contributing
   1320 Woolley Road- Farmstead contributing
   744 Woolley Road- Contributing farmstead
   4271 Stewart Road-Farmstead significant and significant house
   1111 Simons Road- Contributing farmstead
   2080 Simons Road- Contributing farmstead
   3663 Plainfield Road- Completely demolished 2012
   3576B Plainfield Road- Greek revival house; Orville Judson House: Landmark potential for architectural style; May also have historical significance
   3174 Plainfield Road- Potentially significant
   2481 Plainfield- Need more pictures
2280 Plainfield Road house: potentially significant for architectural style house and may have historical importance; gambrel roof barn: potentially significant (Justin Lee homestead)

2025 Plainfield Road- Exemplary, well preserved plank frame barn; Landmark potential (Plainfield survey notes); barn landmark potential, farmstead contributing

1842 Plainfield Road- Farmstead contributing

1690 Collins Road (On Gilmore Road) Non contributing

2809 Collins Road- Potentially Significant

1539 Collins Road- Potentially significant

1850 Collins Road- Barns potentially significant

2031 Collins Road- Contributing farmstead

3870 Collins Road- Barns contributing

(Finished 21 from Oswego)

BG0075- Johnson Rd, mvd fr Fennel- Fern Dell School- Landmark Potential
BG0096- 14626 Apakesha Road?- Naden School- Demolished
BG0099- South side Front St, East of Jackson- Newark Bank- Landmark Potential
BG0100- Front & Jackson, SE corner- Newark Garage and store- Landmark Potential (1 of the last False fronts)
BG0101- Broadway & Franklin, NE corner- Landmark Potential
BG0123- Union & Taylor, NW corner- Landmark Potential
BG0126- Townhouse Rd- Walter Greenfield House- Need more photos
BG0190- 12262 Hill Rd- Italianate- Potentially Significant
BG0191a- 14352 Hill Rd- Need photos of Barns, house not significant
BG0192- 12030 Hollenback Rd- I House- Potentially Significant
BG0194- 14381 Joliet Rd- West Lisbon Lutheran Church- Need more research
BG0198- 14855 Newark Rd- Look at aerial to see what existed

ADJOURNMENT- Next meeting April 17, 2013

Peter Bochek made a motion to adjourn, seconded by Jeff Wehrli, all agreed. Vice-Chairman Scheffrahn adjourned the meeting at 8:34 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Senior Planner