1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
   A. Approval of Agreement between Chicago HIDTA and James Seilers for the 2015 Chicago Drug Threat Assessment in the amount not to exceed $3,500.00 expiring on May 23, 2014
10. Old Business
    A. Electric Supply Aggregation procedures and timeline – Chris Childress, Progressive Energy
11. Standing Committee Reports
    A. Highway
       1. Low Bid from Rod Baker Ford in the amount of $52,900 for the purchase of a used bucket truck
    B. Economic Development
       1. Approval of Letter of Support for Investing in Manufacturing Communities Partnership
    C. Finance Committee
       1. Approve claims in an amount not to exceed $751,312.87 and Election Judge claims in an amount not to exceed $45,353.22
    D. Animal Control
       1. Approve contract with Artlip and Sons, Inc. for ductwork and exhaust fan materials and installation at Animal Control Facility, in an amount not to exceed $10,000
    E. Health & Environment
       1. Approval for the County of Kendall to enter into negotiations for a Host Community Benefit Agreement between the County of Kendall and Plano Transfer LLC for a proposed Transfer Station in Plano, Illinois
    F. Committee of the Whole
    G. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Kencom Executive Board
    B. Housing Authority
    C. UCCI
    D. Per Diem Ad Hoc
       1. Discussion and recommendations for resolution establishing Board member and Board Chairman/Liquor Control Commissioner Compensation, Mileage Expense Reimbursement, and Health & Dental Plan Benefits
13. Chairman’s Report

   Appointments
   Rodger Long – Oswego Fire Protection District Trustee – 3 year term – expires April 2017

   Announcements

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

County of Kendall

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, March 4, 2014 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, and John Purcell.

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

The Minutes

Member Prochaska moved to approve the submitted minutes from the Adjourned County Board Meetings of 2/4/14. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

The Agenda

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

Standing Committee Reports

Planning, Building & Zoning

Host Fee Agreement with Green Organics, Inc.

Member Gryder stated that they will be discussing this at the next committee meeting, should be ready on March 19, 2014.

Petition 13-26: Green Organics Inc

Member Gryder stated that this goes with the host fee agreement, so it will be brought back.

Highway

Real Estate Contract with L-T Farms

Member Koukol moved to approve the real estate contract between Kendall County and L-T Farms, L.P. to acquire 0.114 acre of right-of-way at the intersection of Caton Farm Road and Ridge Road at a cost not to exceed $30,000. Member Flowers seconded the motion.

Member Koukol stated that the stop lights that are there are temporary. Member Purcell asked why the price was so high. Member Koukol stated that he guessed that it was because it went back and forth with the lawyers for so long.

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

Facilities

Extension for Call One Telephone Circuits

Member Koukol moved to approve the one year extension for Call One Telephone Circuits in an amount not to exceed $1,945.88 per month. Member Cullick seconded the motion.

Member Koukol stated that this went back and forth with the State's Attorney's office. It was reviewed by the State's Attorney's office but not approved.

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

Co Board 3/4/14
Economic Development

Member Koukol reviewed the minutes in the packet from the February 28, 2014 meeting.

Resolution Opposing a Graduated Personal Income Tax

Member Koukol moved to approve the resolution opposing an amendment to the Illinois Constitution to provide for a graduated personal income tax. Member Gryder 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 2014-05

A RESOLUTION OPPOSING AN AMENDMENT TO THE ILLINOIS CONSTITUTION TO PROVIDE FOR A GRADUATED PERSONAL INCOME TAX

WHEREAS, in 1969, the State of Illinois enacted a personal income tax with a flat tax rate of 2.5% which later increased to 3.0% in 1995; and

WHEREAS, in 2011, the flat personal income tax rate temporarily increased from 3.0% to 5.0%; and

WHEREAS, current law will reduce this temporary rate to 3.75% in 2015 and will permanently reduce to 3.25% in 2025; and

WHEREAS, legislation pending in the Illinois General Assembly will ask Illinois voters in the November 2014 general election to amend the Illinois Constitution to authorize the Illinois legislature to adopt a graduated income tax without setting forth the graduated income tax brackets; and

WHEREAS, according to the U.S. Census Bureau's 5-year American Community Survey, the median household income of Kendall County residents is $33,835, 47% higher than the State's median household income; and

WHEREAS, residents of Kendall County, when compared to the State of Illinois, would be disproportionately affected by a graduated income tax; and

WHEREAS, the Economic Development Committee of the Kendall County Board has recommended that the County Board oppose any legislative effort to amend the Illinois Constitution to authorize a graduated income tax.

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

1) The County Board opposes any legislation effort to amend the Illinois Constitution to authorize a graduated income tax; and

2) The County Board urges members of the 98th General Assembly to reject any legislative proposal that would amend the Illinois Constitution to authorize a graduated income tax; and

3) The County Board directs the Office of Administrative Services to submit this resolution to the State Senators representing Kendall County, Senator Jim Oberweis, Senator Linda Holmes, Senator Jennifer Bertino-Tarrant, and Senator Sue Rezin, and the State Representatives of Kendall County, Representative John Anthony, Representative Kay Hatcher, Representative Tom Cross, and Representative Stephanie Kifowit, and the Speaker of the House Michael Madigan, the Illinois House Republican Leader Jim Durkin, the Senate President John Cullerton, and the Senate Republican Leader Christine Radogno.

Approved and adopted by the County Board of Kendall County, Illinois, this 4th day of March, 2014.

Attest:
Debbie Gillette
County Clerk

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $816,912.14. Member Cullick seconded the motion.
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell said that they discussed the capital plan which they find themselves short about 4 million over the next four years.

Judicial / Legislative

Member Cullick stated they are combining the February and March meetings and they will meet on March 12, 2014.

Labor & Grievance

Member Flowers stated that they will be having their special COW meeting on March 24, 2014 to go over union negotiations and bargaining.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated that they met on February 27, 2014. The Everbridge Mass Notification System that’s the new name. The term reverse 9-1-1 cannot be used. A subcommittee is working on aligning the bylaws. They have recently hired a labor attorney. Tom Ciemy from Newark Fire was appointed as an alternate to the Ops Board. The board is in informal talks with Minooka Police. They approved an annual contract with Everbridge. The next meeting is March 27, 2014.

Housing Authority

Member Prochaska stated that they met to approve the Section 8 Management Assessment Program Certification (CMAP) for submissions to the US Department of Housing and Urban Development. The CMAP score a few years ago was 17 out of 150; this year is expected to be about 75 out of 150. With the new controls put in place they expect to be a high performing housing authority.

UCCI

Member Prochaska stated that the annual education seminar has been rescheduled to April 26, 2014. They will be discussing the topics of crafting ordinance, resolutions and motions, addressing county board issues connected to personnel decisions, and avoiding litigation. The 2014 Leadership Academy runs from May to October.

CHAIRMAN’S REPORT

Appointments

Claire Wilson – Regional Plan Commission Seward Township – 3 year term – expires January 2017

Member Purcell moved to approve the appointment of Claire Wilson. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Brian Leonard – Regional Plan Commission Kendall Township - 3 year term – expires January 2017
Member Gnyder moved to approve the appointment of Brian Leonard. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

QUESTIONS FROM THE PRESS

Steve Lord from the Beacon News asked if the host agreement for Green Organics is it similar or like a landfill host agreement.

Matt Schury from the Kendall County Record asked why the price was so high for the small portion of land on Caton Farm and Ridge.

ADJOURNMENT

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

Approved and submitted this 5th day of March, 2014.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
Kendall County Board
Electric Supply Aggregation
Implementation Plan
April 1, 2014
Electric Supply Referendum Results

1. Kendall County - Electric Supply Referendum Results

<table>
<thead>
<tr>
<th>YES</th>
<th>2,836</th>
<th>67.06%</th>
</tr>
</thead>
<tbody>
<tr>
<td>NO</td>
<td>1,393</td>
<td>32.94%</td>
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</tbody>
</table>

2. Statewide Voting Results on Electric Supply Aggregation

<table>
<thead>
<tr>
<th>VOTED YES - 53 (61%)</th>
<th>VOTED NO - 30 (37%)</th>
<th>Tie - 2 (2%)</th>
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<tbody>
<tr>
<td>Addieville</td>
<td>Farmersville</td>
<td>(61%)</td>
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<tr>
<td>Albion</td>
<td>Flora Township</td>
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<tr>
<td>Algonquin</td>
<td>Florence Township</td>
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<td>Alma</td>
<td>Grafton</td>
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<td>Bridgeport</td>
<td>Greenview</td>
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<td>Cisne</td>
<td>Griggsville</td>
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<td>Coalton</td>
<td>Irvington</td>
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<td>Cortland Township</td>
<td>Kane County</td>
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<td>Cuba</td>
<td>Kell</td>
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<td>East Gillespie</td>
<td>Kendall County</td>
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<td>Edinburg</td>
<td>Kent Township</td>
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<td>Farina</td>
<td>Kingston Township</td>
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Electric Supply Aggregation Steps  
(Ameren Territory)

1. Residents Voted on Binding Referendum during Primary Election, March 18, 2014. **COMPLETED**

2. If Binding Resolution is approved, the County Board must have at least two public hearings and information meetings for residents. **Scheduled for April 10th and April 15th 2014**

3. County Board Approves Plan of Governance and Passes Ordinance. Board also gives Board Chairman authorization to sign with legal approval and lower rate – **April 15th 2014**

4. RFP and Rate Negotiation with Suppliers via an energy auction. Multiple Municipalities will be aggregated into one purchasing group. (DePue, Malta, Marseilles, Newark, North Utica, Kendall County – Ameren Territory) **April 16th 2014**

5. Rates are Reviewed by the County Board Chair and Staff to ensure lower pricing than Ameren. If lower, Board Chairman signs to hold rate for two days. Legal begins contract review. **April 22nd 2014**.

6. Board Chairman signs formal agreement (after review by legal) with winning supplier. **April 24th 2014**

7. Customer receives two opt out notices. One by winning Supplier and one by Ameren. **May/June 2014**

8. Customer is billed by Ameren at the new lower rate provided by the Supplier chosen. Beginning with July 2014 bill.
Ameren - Aggregation Timeline 2014

- Referendum Passed By Residents of Unincorporated Kendall County. March 18th, 2014
- County Board Posts Notification in paper of record of Public Hearing to take place April 10th and April 15th
- County Board Approves Ordinance, Plan of Governance, and gives Board Chairman Authorization to sign if rates are lower than Ameren. April 15th, 2014
- RFP Responses sent out April 15 2014 and are due Tuesday April 22, 2014

- County picks winning Supplier and Contract Length. Board Chairman Signs to Hold Price if Lower. Tuesday April 22, 2014
- County Attorney Reviews Contract. Board Chairman Signs Supplier Agreement April 22- April 24, 2014
- County and Supplier send “Opt-Out” notices to residents Late April - Early May 2014
- Ameren sends out “Opt-Out” notification of Supplier Change Late May – Early June 2014
- Residents start with new supplier with July 2014 meter reads
Key RFP Terms/Expectations
Ameren Territory

Supplier: We expect 4-6 electric suppliers to respond to RFP.

Price: We anticipate pricing to be in $0.040 - $0.045 range from Suppliers and Ameren to be in $0.045 - $0.050 range per kWh. We anticipate savings to be similar to the past 24 months.

Term: 12, 24, and 36 Months (currently, longer term contracts have best pricing)

Aggregation Group: (DePue, Malden, Marseilles, Newark, North Utica, Kendall County)

Reimbursement: County will be reimbursed for all Ameren fee’s and legal fees up to $1,500.

Price Guarantee: Supplier must provide price guarantee to ensure price lower than Ameren

Cancellation Fee: Customers will have ability to leave program at anytime with no cancellation fee.

Billing: Must invoice charges on Ameren invoice.
Electric Supply Aggregation Steps (ComEd Territory)

1. Residents Voted on Binding Referendum during Primary Election, March 18, 2014. **COMPLETED**

2. If Binding Resolution is approved, the County Board must have at least two public hearings and information meetings for residents. **Scheduled for April 10th and April 15th 2014**

3. County Board Approves Plan of Governance and Passes Ordinance. Board also gives Board Chairman authorization to sign with legal approval and lower rate – **April 15th 2014**

4. RFP and Rate Negotiation with Suppliers via an energy auction. Multiple Municipalities will be aggregated into one purchasing group if timing of contracts allows. **May 6th 2014**

5. Rates are Reviewed by the County Board Chair and Staff to ensure lower pricing than ComEd. If lower, Board Chairman signs to hold rate for two days. Legal begins contract review. **May 13th 2014**.

6. Board Chairman signs formal agreement (approved by legal) with winning supplier. **May 15th 2014**

7. Customer receives two opt out notices. One by winning Supplier and one by ComEd. **Late May/June 2014**

8. Customer is billed by ComEd at the new lower rate provided by the Supplier chosen. **Beginning with August 2014 bill.**
ComED - Aggregation Timeline 2014

- Referendum Passed By Residents of Unincorporated Kendall County. March 18th, 2014
- County Board Posts Notification in paper of record of Public Hearing to take place April 10th and April 15th
- County Board Approves Ordinance, Plan of Governance, and gives Board Chairman Authorization to sign if rates are lower than Ameren. April 15th, 2014
- RFP Responses sent out May 6th 2014 and are due Tuesday May 13th, 2014
- County picks winning Supplier and Contract Length. Board Chairman Signs To Hold Price if Lower. Tuesday May 13th, 2014
- County Attorney Reviews Contract. Board Chairman Signs Supplier Agreement. May 13th – May 15th, 2014
- County and Supplier send “Opt-Out” notices to residents Late May – Early June 2014
- ComEd sends out notification of Supplier Change Late June 2014
- Residents start with new supplier with August 2014 meter reads
<table>
<thead>
<tr>
<th>Key RFP Terms/Expectations</th>
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<tbody>
<tr>
<td><strong>Supplier:</strong></td>
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<tr>
<td>We expect 6-10 electric suppliers to respond to RFP.</td>
</tr>
<tr>
<td><strong>Price:</strong></td>
</tr>
<tr>
<td>We anticipate pricing to be in $0.060 - $0.068 range from Suppliers and ComEd to be in $0.070 - $0.078 range per kWh.</td>
</tr>
<tr>
<td><strong>Term:</strong></td>
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<tr>
<td>12, 24, and 36 Months (currently, longer term contracts have best pricing)</td>
</tr>
<tr>
<td><strong>Aggregation Group:</strong></td>
</tr>
<tr>
<td>(Big Rock, Burlington, Cortland, Kirkland, Malta, Maple Park, Plano, Shabbona, and Kane County) depending on ability to execute during same timeline. Recommend not delaying if others are not able to meet schedule.</td>
</tr>
<tr>
<td><strong>Reimbursement:</strong></td>
</tr>
<tr>
<td>County will be reimbursed for all ComEd fee’s and legal fees up to $1,500.</td>
</tr>
<tr>
<td><strong>Cancellation Fee:</strong></td>
</tr>
<tr>
<td>Customers will have ability to leave program at anytime with no cancellation fee.</td>
</tr>
<tr>
<td><strong>Price Guarantee:</strong></td>
</tr>
<tr>
<td>Supplier must provide price guarantee to ensure price lower than ComEd</td>
</tr>
<tr>
<td><strong>Billing:</strong></td>
</tr>
<tr>
<td>Must invoice charges on ComEd invoice.</td>
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</tbody>
</table>
Frequently Asked Questions

**Question:** How can the County Board purchase electric power at a potentially lower cost?

**Answer:** The State of Illinois has deregulated energy markets, allowing competing companies to offer electric power. Municipalities/County Board can leverage residents' electric accounts to seek competitive bids for lower electric rates.

**Questions:** Who do I contact if there is a power outage or downed lines? Who do I get billed from?

**Answer:** Call ComEd/Ameren. By State Law, ComEd/Ameren will continue to be paid to deliver electric power to homes and businesses and handle all emergency repairs. You will continue to be billed by ComEd/Ameren.

**Questions:** What happens if the County Board cannot obtain bids for better rates than ComEd/Ameren offers?

**Answer:** Your account would stay with ComEd/Ameren, who would continue to be your power provider and the local distribution company. Either way, ComEd/Ameren will remain your distributor. By voting YES on the referendum, ComEd/Ameren will compete with power suppliers from throughout the Midwest to provide our power.
Frequently Asked Questions

Question: What if I don’t want to participate in the program?

Answer: Residents will have multiple opportunities to “Opt-Out” of the program, which will be your right by law. You can continue to buy power through ComEd/Ameren, although the rate will be higher.

Question: Why is this opportunity available?

Answer: This is the last part of the deregulation process. Until this Act was amended, only large industrial, commercial and governmental entities could seek competitive bids for lower rates, and three-quarters of them do. Now residents can, too.

Question: Why is the County Board doing this?

Answer: The County Board wants to help you buy your power at lower rates. As a governmental organization, we want to take advantage of the new law that was enacted to benefit our residents and small businesses. Based on historical results over 225 Illinois communities have passed this referendum and are expected to save over $120 million dollars per year.
For More Information - Contact

Progressive Energy Group: Chris Childress
Managing Partner
630-800-0173
chris.childress@progressiveenergygroup.com

www.electricsupplyvote.org

Electric Aggregation Hotline: 1-800-856-3404

Citizens Utility Board:

http://www.citizensutilityboard.org/cubsGuideToMunicipalElectricityAggregation.html

Illinois Commerce Commission (ICC) Plug In Illinois website:

http://www.pluginillinois.org/MunicipalAggregation.aspx
Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance.

Recitals

1. The Illinois Power Agency Act, Chapter 20, Illinois Compiled Statutes, Act 3855, added Section 1-92 entitled Aggregation of Electrical Load by Municipalities and Counties (hereinafter referred to as the “Act”).

2. Under the Act, the County Board may operate the aggregation program as an opt-out program for residential and small commercial retail customers, if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act.

3. The County Board submitted the question in a referendum on March 18, 2014, and a majority of the electors voting on the question voted in the affirmative.

4. The County Board hereby finds that it is in the best interest of the County to operate the aggregation program under the Act as an opt-out program and to implement the program according to the terms of the Act.

5. The Act requires that prior to the implementation of an opt-out electrical aggregation program by the County Board; the County Board must adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings.

6. The County Board held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on April 10, 2014, and April 15, 2014, and provided the required public notice.

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

Section One: The County Board of the County finds that the recitals set forth above are true and correct.

Section Two: The County Board of the County finds and determines that it is in the best interest of the County to operate the electric aggregation program under the Act as an opt-out program.

Section Three:

A. The County Board of Kendall County hereby is authorized to aggregate in accordance with the terms of the Act residential and small commercial retail electrical loads located in the unincorporated area within the corporate limits of the County, and for that purpose may solicit bids and enter into service agreements to facilitate for those loads the sale and purchase of electricity and related services and equipment.

B. The County Board of Kendall County is granted the authority to exercise such authority jointly with any other municipality or county and, in combination with two or more municipalities or counties, may initiate a process jointly to authorize aggregation by a majority vote of each particular municipality or county as required by the Act.
C. The Aggregation Program for Kendall County shall operate as an opt-out program for residential and small commercial retail customers with a single rate for all customer classes.

D. The Aggregation Program shall be approved by a majority of the members of the County Board of Kendall County.

E. The County Board of Kendall County, with the assistance from the Illinois Power Agency and Progressive Energy Group, shall develop a plan of operation and governance for the Aggregation Program and shall conduct such public hearings and provide such public notice as required under the Act. The Load Aggregation Plan shall provide for universal access to all applicable residential customers and equitable treatment of applicable residential customers, shall describe demand management and energy efficiency services to be provided to each class of customers, and shall meet any requirements established by law concerning aggregated service offered pursuant to the Act.

F. As an opt-out program, the County Board of Kendall County shall fully inform residential and small commercial retail customers in advance that they have the right to opt-out of the Aggregation Program. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the unincorporated limits of the Kendall County, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The Kendall County Board hereby grants the County Board Chairman or his Vice Chairman in his absence to execute a contract without further action by the Kendall County Board and with the authority to bind the County with the following limitations:

- A term no longer than 48 months.
- With a contract term that the lowest winning electric supply rate must match or be lower than any applicable Commonwealth Edison or Ameren tariffed rate, or allow County residents and small businesses to revert back to Commonwealth Edison or Ameren tariffed rates if the Commonwealth Edison or Ameren tariffed rates are ever lower than the contracted price.
- Winning electric supplier must utilize Commonwealth Edison or Ameren as the billing/invoicing agent.
- The contract contains no early termination fees.
- The County is to be reimbursed by the winning electric suppliers for any Commonwealth Edison or Ameren charges and legal fees.

Section Four: The County Board hereby adopts the Electrical Power Aggregation Plan of Operation and Governance as set forth in Exhibit “A”, attached hereto and made a part hereof, as if fully set forth by this reference.

Section Five: This ordinance shall be in full force and effect after its passage, approval and publication in pamphlet form as provided by law.
PASSED by the County Board of the County of Kendall, Illinois, on the 15th day of April, 2014, and deposited and filed in the office of the County Clerk in said County on that date pursuant to roll call vote as follows:

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<th>AYE</th>
<th>NAY</th>
<th>ABSENT</th>
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<tbody>
<tr>
<td>A. CESICH</td>
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<td>L. CULLICK</td>
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<td></td>
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<tr>
<td>E. FLOWERS</td>
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<td>J. GILMOUR</td>
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<td>S. GRYDER</td>
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<td>D. KOUKOL</td>
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<td>M. PROCHASKA</td>
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<td>J. PURCELL</td>
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<td>J. WEHRLI</td>
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SIGNED by the Board Chairman of the Kendall County Board, County of Kendall, Illinois, this 15th day of April, 2014.

__________________________________________
Board Chairman
County of Kendall, Illinois

ATTEST:

__________________________________________
County Clerk
County of Kendall, IL
Call to Order
The Economic Development Committee met at 8:35 a.m. and was called to order by Dan Koukol, Chairman of the Kendall County Economic Development Committee.

Roll Call
Members Present: Dan Koukol, Judy Gilmour, Amy Cesich, and Matt Prochaska (arrived from Housing Authority Meeting at 9:13 a.m.)
Members Absent: Lynn Cullick
Other Board Members Present: None
Staff Present: Jeff Wilkins, County Administrator; and John Sterrett, Economic Development Coordinator
Others Present: Charlene Coulombe-Fiore, Executive Director, Montgomery Economic Development Corporation; and Vijay Gadde, Director, Village of Oswego Economic Development

Approval of Agenda
Ms. Cesich made a motion, seconded by Ms. Gilmour, to approve the March 28, 2014 agenda. With a voice vote of all ayes the motion carried.

Approval of Minutes
Ms. Gilmour made a motion, seconded by Ms. Cesich, to approve the February 28, 2014 meeting minutes. With a voice vote of all ayes the motion carried.

New Business
Montgomery EDC
Ms. Charlene Coulombe-Fiore, Executive Director of the Montgomery Economic Development Corporation (MEDC), thanked the Committee for the work that the County has done with the Montgomery EDC and the relationship between Kendall County and Montgomery EDC. Ms. Coulombe-Fiore said she appreciates the partnership Kendall County has with Montgomery EDC. Ms. Coulombe-Fiore commented on some of the past projects occurring in Montgomery including the new Sam’s Club which is scheduled to open later in the year. Several expansions have occurred in Montgomery over the year. New food companies have also come into Montgomery including Performance Food Group. The International Convention of Shopping Centers will be attended by Montgomery in May. Ms. Coulombe-Fiore also commented on an industrial park tour that the MEDC is organizing to occur later in the summer. The Butterball project in Montgomery was a very important project that occurred during the last year.

Village of Oswego Economic Development
Mr. Vijay Gadde, Director of Economic Development for the Village of Oswego, was hired fourteen months ago and also commended Kendall County for the partnership with the Village on Economic Development. Mr. Gadde went over some of the recent projects within the Village of Oswego including the South Korean owned yogurt company known as Win Soon, Inc. Mr. Gadde stated that the main areas of employment in the Village are service oriented. The former Lowe’s location could potentially be occupied by a new company soon. Efforts continue with the former Dominick’s location. A shopper survey was performed for the Village of Oswego in 2013. Mr. Gadde recommended that the County and/or the Kendall Economic Development Alliance look into implementing a commission to determine clusters and targeted industries for the County, possibly through the Chicago Metropolitan Agency for Planning. Mr. Gadde notified the group of an informational open house for the construction of Illinois 71 from Orchard Road to U.S. Route 34 in Oswego. Mr. Wilkins stated that this notice was received very
Kendall County
Economic Development Committee
recently and will be posted on the County’s website. The construction could potentially take up to two years.

Investing in Manufacturing Communities Partnership
Mr. Sterrett went over a collaborative federal grant that the seven collar counties are working on that will be awarded by the Economic Development Administration. The seven collar county region, if awarded this grant, will be designated as a ‘Manufacturing Community’ and will be eligible for future federal technical assistance oriented towards manufacturing. Up to twelve regional communities throughout the nation will receive this designation. The ‘communities’ that can apply for this designation must be larger than a city and county but must be smaller than a state. This is seen as a way for the collar counties to continue working together on a regional level to improve economic development for the region.

Recommend Approval of Letter of Support for the Investing in Manufacturing Communities Partnership
As part of the Investing in Manufacturing Communities Partnership grant, all counties that will be participating in the application will need to submit a letter of support acknowledging they are supportive of this initiative. Mr. Sterrett provided a copy of a draft letter of support for this initiative for the committee.

Mr. Prochaska made a motion, seconded by Ms. Gilmour, to recommend approval of the Letter of Support for the Investing in Manufacturing Communities Partnership. With a voice vote of all ayes, the motion carried. This item will be placed on the April 1, 2014 County Board agenda for action.

Old Business
2014 Kendall County Job and Resource Fair Update
Mr. Sterrett explained the recent meeting that took place to organize the 2014 Job and Resource Fair taking place on June 6th. The employer recruitment portion of the planning will begin shortly.

Growing our Regional Economy Initiative
Mr. Sterrett gave a brief recap of a meeting he attended with John Burscheid of the County Highway Department dealing with universal overweight truck permits. The meeting comprised of all the County Highway engineers for the seven county region to discuss the idea of universal truck permits. This is part of the Growing our Regional Economy Initiative which began in December of 2013.

Revolving Fund Financial Assistance Program
Mr. Sterrett updated the Committee on the status of the existing loans through the County’s Revolving Fund Financial Assistance Program. All existing loans have paid for the month.

Other Business – None
Chairman’s Report - None
Public Comment - None
Executive Committee - None

Adjournment
With no further business to discuss, Mr. Prochaska moved to adjourn. The motion was seconded by Ms. Cesich. There being no objection, the Economic Development Committee, at 9:23 a.m., adjourned.

Respectfully Submitted,
John J. Sterrett,
Recording Secretary
April 1, 2014

The Honorable Penny Pritzker
Secretary of Commerce
U.S. Department of Commerce
1401 Constitution Ave., NW
Washington, D.C. 20230

Re: Chicago Metro Metal Consortium
Investing in Manufacturing Communities Partnership (IMCP) Application

Dear Secretary Pritzker:

I am writing this Letter of Commitment on behalf of Kendall County and as a Member of the Chicago Metro Metal Consortium proposed in the attached Investing in Manufacturing Communities Partnership (IMCP) Application. The Consortium includes the City of Chicago as well as the seven counties of northeastern Illinois - Cook, DuPage, Kane, Kendall, Lake, McHenry and Will. The Cook County Bureau of Economic Development has been designated by the Consortium as the lead applicant and primary point of contact for this application. As a Consortium Member, Kendall County has the capacity to and intends to carry out the implementation strategies set forth in the application.

We along with the aforementioned jurisdictions work closely with the Chicago Metropolitan Agency for Planning (CMAP), which is the official regional planning organization for northeastern Illinois, to implement Go to 2040, metropolitan Chicago's first comprehensive regional plan in more than 100 years. This plan establishes coordinated strategies that help the region's 284 communities address transportation, housing, economic development, open space, the environment, and other quality of life issues. Moreover, we already coordinate on strategic planning, development projects, and funding proposals that are regional in nature. The Chicago Metro Metal Consortium is a continuation and expansion of these ongoing collaborative efforts.

The Chicago Metro Metal Consortium will build upon the region's metal and transportation assets to create well-paying jobs while accelerating the resurgence of manufacturing. It will expand existing partnerships, enhance current economic development programming, and facilitate best practices. The region is uniquely positioned for this designation given its strategic location, sizeable geography with varied amenities, and strong capacity for economic growth. Moreover, it will strengthen the metal cluster in the Chicago metropolitan area which plays a central role in the broader regional economy.

We are delighted to be part of this regional application which builds upon other collaborative efforts including the Metropolitan Economic Growth Alliance of Chicago and the Chicago Metropolitan Agency for Planning.

If this designation is awarded, it will address critical issues facing the metals manufacturing industry. Most importantly, it will corral limited resources to effectively address industry-specific needs to enhance workforce training, streamline supply chain management, facilitate sector-based research and innovation, enable infrastructure/site development, promote trade and international investment through expanded
access to new market, and engender operational improvements while facilitating access to new or expanded capital.

The Consortium feels strongly that the proposed Chicago Metro Metal Consortium merits strong consideration for designation as a Manufacturing Community as it would help to target investments in a leading metal manufacturing region that also lies at the center of a massive transcontinental rail system.

Please feel free to contact John Sterrett, Economic Development Coordinator at 630-553-4834 or jsterrett@co.kendall.il.us with any questions regarding Kendall County’s membership in this Consortium.

Thank you in advance for your consideration of this application.

Sincerely,

John A. Shaw
County Board Chairman
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, March 27, 2014

Call to Order
The Budget and Finance Committee met and was called to order at 10:14 a.m. by Chair John Purcell.

Committee members present: Amy Cesich, Elizabeth Flowers, Judy Gilmour, and John Purcell

Committee members absent: Lynn Cullick

Others Present: Latreese Caldwell, Jill Ferko, Julie Hanna, Bob Jones, Stan Laken, Chief Deputy Scott Koster, Tom Thomas, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Amy Cesich to forward the claims in the amount not to exceed $751,312.87 and Election Judge claims in an amount not to exceed $45,353.22 to the County Board for approval, second to the motion by Elizabeth Flowers. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments
Jill Ferko, Treasurer – No report

Chief Deputy Scott Koster, Sheriff’s Office – No report

Stan Laken, Technology Director – No report

Tom Thomas, Department of Health and Human Services – No report

Items from Other Committees - None

Items of Business

➢ Release Executive Session Minutes from March 14, 2013, April 25, 2013 and November 14, 2013 – Elizabeth Flowers made a motion, second by Amy Cesich to release the Executive Session Minutes from March 14, 2013, April 25, 2013 and November 14, 2013. With all in agreement, the motion passed.

➢ Review and make Recommendations for establishing December 1, 2014 to November 30, 2018 salaries for County Clerk/Recorder, County Sheriff, and County Treasurer/Collector – John Purcell reviewed the salary history from positions elected 2008, 2010, and 2012 for the three positions, and reviewed the salaries from other local counties. The committee agreed to review the item with additional
information provided by Administrative Services, at the April 10, 2014 meeting.


▷ **Capital Plan** – Latreese Caldwell reviewed the new information with the Committee. The committee will ask some department heads or elected officials to attend a future meeting and provide additional information on their requests. The committee’s goal is to discuss recommendations at a May 2014 County Board meeting.

**Old Business** – None

**Action Items for County Board**

▷ **Recommend approval of claim in an amount not to exceed $751,312.87 and Election Judge claims in an amount not to exceed $45,353.22**


**Public Comment** – None

**Questions from the Media** – None

**Executive Session** – None

**Adjournment** – Elizabeth Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by John Purcell. *With all members voting aye, the meeting adjourned at 11:24 a.m.*

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/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 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 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 2013 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 2013 payable 2014 to pay the debt service on the Bonds be abated:

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

Section 1. Abatement of Tax for the Bonds. The tax heretofore levied for the year 2013 payable 2014 in Bond Ordinances 07-49, 08-29, 09-11, 10-15 and 11-28 shall be abated in its entirety.

Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2013 payable 2014 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, 2014, 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)
MINUTES

Call to Order – The meeting was called to order by Chair Amy Cesich at 9:03 a.m.

Committee Members Present: Amy Cesich, Lynn Cullick (9:06 a.m.), Matt Prochaska, and John Purcell

Committee Members Absent: Elizabeth Flowers

Others present: Laura Pawson, Jim Smiley and Jeff Wilkins

Approval of Agenda – Motion made by John Purcell to approve the agenda, second by Matt Prochaska to approve the agenda. Motion carried.

New Business

- Purchase, delivery and installation of commercial grade gas dryer for $1950 - Ms. Pawson reported that Animal Control has purchased a new industrial size gas dryer that will be delivered in the next few weeks. The actual cost will be $1,727, which is lower than first estimated. John Purcell made a motion to approve the purchase, delivery and installation of a commercial grade gas dryer in the amount of $1,727, second by Matt Prochaska. With all in agreement, the motion passed.

Old Business

- HVAC Replacement – Jim Smiley shared the results from the bid for the HVAC project at the Animal Control facility, and said that two companies, Greiter of Yorkville, and Artlip of Aurora, submitted bids for the project. Mr. Smiley reviewed the bid components with the committee. Discussion on what is needed, the recommendation from Mr. Smiley, and what is absolutely needed for efficient operation. There was consensus from the committee was to have Artlip and Sons, Inc. replace and refigure the ductwork, install an Attic exhaust fan, and to have Facilities Management wrap the ductwork and install a Wall exhaust fan, for the total project amount in an amount not to exceed $10,000. The committee will add this item to the April 1, 2014 County Board agenda for approval.
**Review of Census Log** – Ms. Pawson presented the Census Log to the Committee and said there were 5 cats/kittens that came into Animal Control in February, with 4 cats coming in thus far in the month of March. Ms. Pawson said there are currently 10 cats up for adoption, 0 scheduled for rescue, 4 stray cats, and 1 kitten for adoption at Country Comfort, for a total of 16 cats/kittens in the system.

Ms. Pawson reported that there were 20 dogs/puppies that came into Animal Control in February, with 18 dogs coming in thus far in the month of March. There are 6 dogs up for adoption, 6 unavailable dog/puppies, 1 dog in foster care, 0 dogs/puppies for rescue, and 0 dogs/puppies at the Vet, for a total of 13 dogs/puppies.

Ms. Pawson reported 11 cats, and 5 dogs were adopted in February, and thus far 3 cats and 4 dogs were adopted in March.

**Review of Bite/Euthanasia Report** – Ms. Pawson reviewed the report with the committee and said there were a total of 10 bites, with 9 canine bites and 1 cat bite in February.

There were 2 canines euthanized for behavioral issues, and 1 cat due to health issues, for a total of 3 in February.

**Operations Report** – Ms. Pawson said there were 157 visitors (A.M. - 74, P.M. - 83) in February.

Ms. Pawson said there were 4 pit bull type canines adopted from the “Pitty Party” in February. Ms. Pawson also said that the 3-month temporary position has been filled.

Ms. Pawson reported that Ms. Payton met with two Girl Scout troops in February. The troops gathered supplies and also collected monetary donations for the KC Animal Control Facility.

**Upcoming Events**

- March 23    Country Comfort Adoption Event
- April 7     Volunteer Orientation
- April 12    Go Dog Go Adoption Event
- April 26    Caring Hands Thrift Shop Adoption Event
- April 26    Home Depot Adoption Event

**Accounting Report** – Jeff Wilkins reviewed the financial report with Committee.

**Executive Session** – Matthew Prochaska made a motion to enter into Executive Session, second by Lynn Cullick. The Animal Control Committee entered into Executive Session at 9:58 a.m. Executive Session held on Thursday, March 20, 2014 for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06 5ILCS 120-2 (1).
The committee agreed to release the Animal Control Executive Session minutes dated April 17, 2013 and August 21, 2013. Matthew Prochaska made a motion to return to Open Session at 10:03 a.m., seconded by Lynn Cullick. With all in agreement, the committee returned to open session.

**Review Action Items**

- Approve contract with Artlip and Sons, Inc. for ductwork and exhaust materials and installation at the Animal Control Facility, in an amount not to exceed $10,000.

**Public Comment** – None

**Adjournment** – John Purcell made a motion to adjourn the meeting, Matthew Prochaska seconded the motion. With all in agreement, the meeting was adjourned at 10:05 a.m.

Respectfully Submitted,

Valarie McClain  
Administrative Assistant/Recording Secretary
**Kendall County Animal Control**

**HVAC Replacement**

6-Mar-14

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<th>Contractor</th>
<th>Job #1</th>
<th>Job #2</th>
<th>Job #3</th>
<th>Job #4</th>
<th>If all work is done with all Jobs &amp; with Options</th>
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<td>Ductwork</td>
<td>Attic Demo.</td>
<td>Wall Exhaust</td>
<td>Total</td>
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<td>R.J. O'Neal</td>
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<td>$6,650.00</td>
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**Animal Control Budgeted**

$10,000.00

Greiter offered Trane Equipment
Artlip offered Lennox Equipment

**Note:**
Greiter offered the following:
1) If we go to a single stage 96% efficient furnace instead of the specified two stage furnace a discount of $500.00
2) Wrap all existing attic ductwork an add of $1,480.00
3) Add a fresh air intake as an additional penetration to the roof instead of through the wall. Discount of $325.00

Artlip offered to add fresh air intake as an additional penetration to the roof instead of through the wall.

$125.00

Kluber's engineering revealed the following:
Existing system is sized properly.
Biggest issue is with the heat in the attic penetrating the ceiling and the existing metal and flexible ductwork.
ORDINANCE ADOPTING THE KENDALL COUNTY SOLID WASTE TRANSFER STATION GENERIC HOST COMMUNITY BENEFIT AGREEMENT

WHEREAS, the County of Kendall is authorized by State of Illinois law, pursuant to Section 39.2 of the Illinois Environmental Protection Act (415 ILCS 39.2) to, among other things, receive, hold hearings, and decide an application for the site location of a pollution control facility proposed to be located in unincorporated Kendall County; and

WHEREAS, the Kendall County Board ("County Board") adopted a Solid Waste Pollution Control Facility Siting Ordinance, being Ordinance No. 99-01, consistent with Section 39.2 of the Illinois Environmental Protection Act, for the purpose of preparing a comprehensive approach to the site location review process of a solid waste pollution control facility in unincorporated Kendall County; and

WHEREAS, Section 39.2 of the Illinois Environmental Protection Act acknowledges a local government's power to negotiate and enter into a host community benefit agreement with an applicant for site location of a pollution control facility; and

WHEREAS, the County Board is desirous of setting a minimum standard agreement to be used in negotiation of host community benefit agreements related to the proposed site location of a solid waste transfer station; and

WHEREAS, the County Board, is authorizing its Chairman to enter into, on the County of Kendall's behalf, the minimum standards agreement, attached to this Resolution as Exhibit A, with any applicant who wishes to propose or has proposed the site location of a solid waste transfer station in unincorporated Kendall County, and foregoing its ability to negotiate more favorable or necessary terms, realizing that each proposed transfer station may have unique circumstances and locations, however, such terms may be proposed to the County Board in an amendment to the minimum standards agreement, and it does not effect the County Board Chairman's authorization to enter into the minimum standards agreement without further need for approval from the County Board; and
WHEREAS, this authorization of the County Chairman is valid from the date this Resolution is approved through December 31, 2006, at which time the County Chairman’s authority to enter into the minimum standards agreement, attached as Exhibit A, automatically terminates and expire, unless renewed by the County Board.

NOW, THEREFORE, BE IT RESOLVED that the host community benefits agreement attached hereto as Exhibit A is adopted by the County Board as the minimum standards agreement for a solid waste transfer station.

BE IT FURTHER RESOLVED, that the County Board authorizes its Chairman, to enter into, on behalf of the County of Kendall without need for further approval of the County Board, the minimum standards agreement, attached as Exhibit A, with any applicant for a proposed site location of a solid waste transfer station in unincorporated Kendall County. However, this authorization automatically terminates and expires, without need for further County Board action on December 31, 2006.

DATED: This 18th day of MAY, 2004.

[Signature]
Chairman

ATTEST: [Signature]
Clerk
WHEREAS, the parties acknowledge and agree that the Act, at Section 39.2(a), sets forth nine (9) criteria for the granting of such local siting approval with respect to each new pollution control facility, including waste transfer stations such as the facility, as follows:

The facility is necessary to accommodate the waste needs of the area it is intended to serve:

The facility is so designed, located and proposed to be operated that the public health safety will be protected;

The facility is located so as to minimize incompatibility of the character of the surrounding area and to minimize the effect on the value of the surrounding property;

The facility is located outside the boundary of the 100 year flood plain or the site is flood proof;

The plan of operations for the facility is designed to minimize the danger to the surrounding area from fires, spills or other operational standards; The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flow;

If the facility will be treating, storing or disposing of hazardous waste, an Emergency Response Plan exists for the facility which includes notification, containment, and evacuation procedures to be used in case of an accidental release;

If the facility is to be located in the County where the County Board has adopted a Solid Waste Management Plan consistent with the planning requirements of the Local Solid Waste Disposal Act or the Solid Waste Planning and Recycling Act, the facility is consistent with that plan; and,

If the facility will be located within a regulated re-charge area, any applicable requirements specified by the Board for such areas have been met.

In addition, Section 39.2(a) provides that, in making its determination as to whether the proposed Transfer Station meets the second (2) and fifth (5) criteria outlined above, the County Board may also consider as evidence the previous operating experience and past record of convictions or admissions of violations of the Company and any subsidiary or parent operation of the Company in the field of waste management.
NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the County and the Company agree as follows:

ARTICLE 1
DEFINITIONS AND TERM OF AGREEMENT

Section 1.1 Definitions

"Act", as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.).

"Construction or Demolition Debris", whether or not capitalized, means "clean construction or demolition debris" as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160), or "general construction or demolition debris", as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160).

"Unacceptable Waste", whether or not capitalized and used in any of its grammatical forms, means (a) "hazardous waste", as defined by Section 5/3.220 of the Act (415 ILCS 5/3.220) or by 35 IAC 721.03; (b) "industrial process waste", as defined by Section 5/3.235 of the Act (415 ILCS 5/3.235); (c) "pollution control waste", as defined by Section 5/3.335 of the Act (415 ILCS 5/3.335); (d) "sludge", as defined by Section 5/3.465 of the Act (415 ILCS 5/3.465); (e) "potentially infectious medical waste" as defined by Section 5/3.360 of the Act (f) "special waste", as defined by Section 5/3.475 of the Act; (g) "polychlorinated byphenyls", as defined in the Toxic Substances Control Act, 15 U.S.C. Sections 2601-2692, or regulations promulgated thereunder; (h) source, special or byproduct nuclear materials, radioactive waste, high-level or low-level radioactive waste, or transuranic waste as defined in the Atomic Energy Act, 42, U.S.C. Sections 2014, et seq., or regulations promulgated thereunder; or (i) "asbestos" as defined in 40 CFR 763.83.

"IAC" as used in these definitions and this Agreement, shall mean the Illinois Administrative Code.

"IEPA" means the Illinois Environmental Protection Agency.

"IPCB" means the Illinois Pollution Control Board.

"Landscape Waste", whether or not capitalized and in any of its grammatical forms, means "landscape waste" as defined by Section 5/3.270 of the Act (415 ILCS 5/3.270), and includes all accumulations of grass or shrubbery trimmings, leaves, tree limbs, and other materials accumulated as the result of the care of lawns, shrubbery, vines and trees except that such waste does not include Construction or Demolition Debris, Recyclables, or Unacceptable Waste.
“Municipal Waste”, whether or not capitalized and used in any of its grammatical forms, means “municipal solid waste”, as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290), except that such waste does not include Construction or Demolition Debris, Recyclables, Unacceptable Waste, or Landscape Waste.

“Recyclables” whether or not capitalized and used in any of its grammatical forms, means as defined by Section 5/3.380 of the Act, Materials that are separated from garbage, municipal waste or refuse for the purpose of recycling, including but not limited, newspaper, aluminum cans, bi-metal cans, tin-plated steel food cans, food or beverage glass bottles and jars, (#2) HDPE bottles, and (#1) PETE soda bottles. “Recyclables”, whether or not capitalized and used in any of its grammatical forms, means any material, which would otherwise be disposed of or discarded, which is separated from Municipal Waste at the source of generation, so as to render it usable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are: newspaper, glass bottles, High Density Polyethylene containers, aluminum food and beverage containers, chipboard, and corrugated containers.

“Transfer Station”, whether or not capitalized, means “Transfer Station” as defined by 5/3.500 of the Act (415 ILCS 5/3.500), including the property on which the transfer station is located.

Section 1.2 Term

This Agreement commences on the date executed and continues in effect to such time as the County, at its sole option, terminates this Agreement. The County will not exercise its termination option, unless: (a) the Transfer Station has not received Solid Waste for more than six consecutive calendar months, or (b), the Company is in default of this Agreement as provided in Section 4.2. The terms of this Agreement that are specifically extended beyond termination (i.e., as provided in Sections 2.1, 2.3, 4.6, 4.7, 4.8, 4.9, and 5.2), survive the termination of this Agreement. In addition, the Company agrees that this Agreement continues to be in full force and effect even if the Company annexes the Transfer Station into the boundaries of a local government entity other than the County. The Company agrees that, should this Agreement be terminated, the Company will immediately remove all Solid Waste from the Transfer Station and stop its operations and receipt and acceptance of Solid Waste, until such time as it successfully renegotiates a new host community benefit agreement with the County, such agreement to contain no less favorable terms (including, but not limited to fee provisions) as what would have been in this Agreement, should this Agreement have been active at the time of renegotiation. As part of any new host community benefit agreement between the Company and County, resulting from the termination of this Agreement and required closure of the Transfer Station, the Company agrees that the County, at its discretion, may require that the Company: file and obtain County approval on a pollution control facility site location application (even if for the same Transfer Station which is the subject of this Agreement), pursuant to Section 39.2 of the Act, any applicable County
ordinances, and any other laws or regulations which are applicable at the time of refilling; and, submit applications and obtain approval from the IEPA (or other government entity or agency reviewing permit applications at that time) for new development and operation permits for the Transfer Station.

ARTICLE 2
ENVIRONMENTAL PROTECTIONS

Section 2.1 Compliance with Laws

The Company shall comply, at all times in connection with the development and operation of the Transfer Station, with all laws, ordinances, final and non-appealable conditions of this site location, should it be approved by the County, conditions and requirements of any permit that is issued for development or operation of the Transfer Station, modified or amended, rules and regulations and ordinances of any Federal, state or local governmental agency or authority relating to the development, operation, monitoring remediation or closure of the Transfer Station and this Agreement. In addition, should the Company obtain approval from the County, pursuant to Section 39.2 of the Illinois Environmental Protection Act, but contest one or more conditions, if any, placed on such approval on appeal, the Company agrees that it will not commence development or operation of the Transfer Station, until the appeal on the conditions has been decided by IPCB, provided, however, that the Company will take any and all actions required to come into compliance with any condition(s) which are held to be unenforceable by the IPCB but are enforceable as a result of an appeal of the IPCB decision. With respect to the termination or closing of the Transfer Station, the Company agrees to comply with any government ordinance, rule, law, permit or directive as to post-closure requirements and pay the entire costs associated therewith. Any violation of this section requiring compliance with laws is a material breach of this Agreement and enforceable by injunction, or any other legal theory, to require compliance or the closure of the Transfer Station. This section 2.1 survives the termination of this Agreement.

Section 2.2 Waste Acceptability

The Company shall only allow Solid Waste to be accepted at, transported to, stored at, or otherwise present at the Transfer Station. All Solid Waste, except when being transported to or from the Transfer Station, must be kept inside (i.e., within a fully enclosed area of the Transfer Station.) Under no circumstances shall Unacceptable Waste be accepted at, transported to, stored at, or otherwise present at, on, under, or in the Transfer Station. Any violation of this prohibition of Unacceptable Waste is a material breach of this Agreement and enforceable by injunction, or any other legal theory, to force the closure of the Transfer Station and the enforceability of this provision survives the expiration or termination of this Agreement.
Section 2.3 Defense and Indemnification

The Company covenants and agrees to defend, indemnify and hold harmless the County, individual members of the County Board, and any and all employees, agents, officers or representatives of the County, from and against all claims, suits, actions, administrative enforcement proceedings, losses, damages of all kinds (including but not limited to property damage or personal injury arising from any allegation related to the release or threatened release of any pollutant or contamination resulting from the ownership or operation of the Transfer Station), costs, expenses, fines and penalties, attorneys’ fees and expense of litigation, of any nature whatsoever, relating in any way directly or indirectly to the Transfer Station or any condition or occurrence thereat, any release or emission at, onto, into, above, under, through or from the Transfer Station, the County’s or the Company’s execution, performance, or non-performance of this Agreement or of any conditions placed on siting, (should the facility be approved or the operations of the Company conducted at the Transfer Station), including, without limitation, claims of injury to any person or property or violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability). Unless otherwise directed in writing by the County, the Company shall, at its own cost and expense defend any such suit, action or proceeding as contemplated herein and pay all fees, costs, damages and other expenses arising therefrom; and if any judgment, decree, fine or penalty of any kind shall be entered or levied against the County, any member of the County, or any representative officer, agent or employee of the County, in any such action or actions, the Company shall, at its own cost and expense, promptly satisfy and discharge the same. The County shall give prompt notice of the service of any suit upon it to the Company, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. No claim of late notice shall relieve the Company from any indemnity obligation unless and only to the extent that the Company is prejudiced in indemnifying the County. The Company shall not be responsible for indemnification of any injury or damage resulting from the County’s willful and wanton acts. The defense and indemnification obligations of the Company hereunder shall survive the expiration or termination of this Agreement. The County and Company specifically agree that this Section should be construed as a global defense and indemnity provision, (except as respects indemnification of willful and wanton acts of the County), and that it requires the Company to defend and indemnify the County even in circumstances which include allegations of the sole acts or omissions of the County, regardless of whether such allegations are groundless, false or fraudulent; however, should the agreement expressed in the prior sentence of this Section be determined by a court to be invalid, then it is severable from the remainder of this Section, and the remainder of this Section should not be invalidated, and thereby still require the Company to defend and indemnify the County for acts or omissions of persons other than the County. In addition, nothing in this Agreement should be construed as a waiver of any common law or statutory immunity the County may have to such liability.
Section 2.4 Insurance

a) At a minimum, the Company shall purchase and maintain at all times during the term of this Agreement, the following types and amounts of insurance:

(i) Commercial General Liability Insurance in an amount not less than $10,000,000.00 per occurrence and a combined single limit of $25,000,000.00 in aggregate, and for damage to property in an amount not less than $10,000,000.00; and

(ii) Workers' Compensation Insurance, including employer's liability.

(iii) Pollution Legal Liability Insurance with limits of $5,000,000.00 per occurrence and $10,000,000.00 annual aggregate for non-hazardous waste treatment, storage or disposal facilities. Coverage shall apply to sudden and non-sudden pollution events and shall also include bodily injury, death, property damage, remediation costs and defense costs.

b) The liability insurance described above shall be primary insurance and shall cover the County as an additional named insured by endorsement. The liability insurance coverage described above shall indemnify the Company and County against loss or liability of the company or County or any of its employees, agents or sub-contractors for damage on account of death and bodily injury to persons, personal injury and damage to property. Such insurance shall be provided on a comprehensive, broad form policy written by an underwriter carrier, reasonably satisfactory to the County.

c) The Company shall file with the County evidence of insurance certifying to the coverage required hereunder with the County named as an additional insured. All evidences of insurance shall be certified by an authorized officer, agent or qualified representative of the insurer and shall certify the names of the insured, the type and amount of coverage, the locations and operations to which the coverage applies and the expiration date of the policy, and shall state that the insurer shall give, by registered mail, notice to the County at least 60 days prior to the effective date of any cancellation, lapse, or material change in the policy.

ARTICLE 3
HOST FEE

Section 3.1 Purpose

In consideration of the additional fees and costs to be incurred by the County, should the Kendall County Board approve the Transfer Station site location, including but not limited to road, maintenance, and building, public health and environmental department inspections, the Company agrees to pay the county the following fees.
Section 3.2 Quantity-Based Fees

Municipal Waste and Construction and Demolition Debris: The Company shall pay to the County a base fee for each ton of Municipal Waste and Construction or Demolition Debris received at the Transfer Station (whether received in the same or separate vehicles) from the first date Solid Waste is received through the termination of this Agreement. This per-ton fee is specifically designated below, for years 2004 to 2007; and, beginning on January 1, 2008, the annual increase provision in Section 3.3 will be used to determine the per ton fee. To the extent any Municipal Waste or Construction or Demolition Debris received at the Transfer Station contains Landscape Waste or Recyclables (i.e., non-source segregated Landscape Waste or Recyclables), even if the Landscape Waste or Recyclables is source separated, but contained or placed on the same vehicles as Municipal Waste or Construction or Demolition Debris (e.g. a “blue bag” program), then those materials shall be included in determining the tonnage and fees for purposes of this Section.

The Host fee Schedule is a two tier system. Tier 1 rates apply for those facilities within unincorporated areas and Tier 2 rates apply in incorporated areas.

<table>
<thead>
<tr>
<th>Year</th>
<th>Tier 1 Per Ton Fee</th>
<th>Tier 2 Per Ton Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>2004</td>
<td>$1.80</td>
<td>$0.45</td>
</tr>
<tr>
<td>2005</td>
<td>$1.80</td>
<td>$0.45</td>
</tr>
<tr>
<td>2006</td>
<td>$1.90</td>
<td>$0.48</td>
</tr>
<tr>
<td>2007</td>
<td>$1.95</td>
<td>$0.49</td>
</tr>
</tbody>
</table>

Landscape Waste and Recyclables: The Company shall not be required to pay a fee for source segregated Landscape Waste or source segregated Recyclables entering the Transfer Station on vehicles which are not otherwise transporting Municipal Waste or Construction or Demolition Debris, unless the amount of Landscape Waste or Recyclables being received at the Transfer Station, either individually or combined, is 30% or more of the combined tonnage of Solid Waste. In such an event the same fees to be paid with respect to Municipal Waste and Construction and Demolition Debris (including the surcharge described in Section 3.3) will be paid with respect to Recyclables and Landscape Waste, on a per ton basis for every ton over the 30% combined tonnage figure. The percentages described above will be calculated on a calendar year basis and the Company will pay the County any fees incurred pursuant to this Section no later than the thirtieth day of the calendar year following the year for which the percentages have been calculated. For example, if during 2004, the Company’s combined tonnage of Solid Waste receipts is 1000 tons and 32% (320 tons) of that is Landscape Waste or Recyclables combined, then on or before January 30, 2005, the Company will pay the County the per ton fee for 2004 plus the surcharge (as calculated in Section 3.3), for 2% (20 tons) of the total tonnage.
Section 3.3: Annual Increase

Beginning as of January 1, 2008 and as of each January 1 thereafter, the per ton fees described in Section 3.2, above, will be adjusted from the per ton fees of the previous year by the percentage of change during the previous year in the Revised Consumer Price Index for All Urban Consumers (CPI-U) published by the United States Department of Labor-Statistics, provided, however, that at no time shall there be a downward adjustment made to the subject fees. The unadjusted percent change from January of the calendar year, prior to the year of the increase, to the January of the year of the increase shall be used to determine the percent change in this Section and apply retroactively to any time of the year of the increase that passed prior to the Department of Labor publishing that information in the year of the increase and the determination of the increase being made (e.g., for the adjustment being made in January 2008 the CPI-U, unadjusted 12 month percent ending January 2008 will be used. Since this publication is not typically published until Mid-February of the following year, the determination of what increase to apply will not be made until after the publication of the CPI-U for the past year, the increase under this Section will apply retroactively to the period of time that has passed prior to it being determined, which in this example would be January 1, 2008 to sometime at or after mid-February 2008). If the Consumer Price Index for All Urban Consumers shall cease to be published at the timeframe described above the County and Company shall designate a comparable timeframe or index, which shall then be used for determining the annual rate of adjustment.

Section 3.4: Other Increase

In the event the Company has heretofore entered into or hereafter enters into any agreement to pay money, equivalent services or like-kind contributions, or other equivalent fees such as fees typically described as "Host Community Benefits" to another county, township or municipality in the Counties of Cook, DuPage, Kendall, Will, Lake, McHenry, DeKalb or Kendall for a solid waste transfer station (i.e., a transfer station accepting any one or more of the types of wastes contained in the definition of Solid Waste) and the payment terms of said Agreement are more favorable to such other unit of local government, (even if those terms are only more favorable on a current rather than future term) then the payment terms contained herein that are not as favorable as those in the other agreement shall be changed to the more favorable terms under such other agreement, however, the other terms in this Agreement which are equal to or more favorable to the other agreement shall remain in this Agreement. The Company has an obligation to report such terms to the County at a time any such agreement is entered into, and this Agreement shall automatically be amended as of the date of such other agreement, to incorporate the more favorable terms of the other Agreement. The term "more favorable terms" means a greater host fee(s), whether calculated per ton, per truck, annually or otherwise, taken as a whole or individually, whichever is greater. For example, a per ton fee of $1.81 in 2004 is greater than the host fee in this agreement, even if the other agreement has no CPI-U increase applicable for future year payments or surcharge (as described in Section 3.3.).
Section 3.5: Identification and Weight of Receipts

The Company shall weigh all receipts of Solid Waste on a certified scale, which is inspected at least once each calendar year. In addition, the Company shall provide to the County, in writing, a listing of all receipts categorized by date, type of Solid Waste and other material in each receipt (if not Solid Waste), and weight of Solid Waste (or other material if not Solid Waste) in each receipt, so that the County can determine by its review of these records, the number of incoming vehicles, the type of vehicle, the load weight and total weight of each vehicle, and type of waste or material contained on each vehicle received at the Transfer Station each calendar day. The Company shall have a representative certify that all such listings prepared by the Company and submitted to the County are true and accurate.

Further, the Company shall keep records of outgoing Solid Waste, such that the County can determine by its review of these records the number of outbound vehicles, the type of vehicle, the destination of each vehicle, and the type of waste contained on each vehicle leaving the Transfer Station each calendar day. In addition, should the County request records concerning the load weight and total weight of each outbound vehicle, the Company agrees to provide that information, from weights measured at the Transfer Station or at the destination of the vehicles leaving the Transfer Station, from the time the Company receives the County’s request on a moving forward basis for any time period(s) designated by the County.

Section 3.6 Auditing

The Company shall keep complete and accurate books and records relating to the determination of the fees described in Article 3, in an auditable form, including those records described in Section 3.5. The Company shall permit the County and its designated representatives access to such books and records (paper and electronic version) for inspection and copying. In the event that such inspection reveals any underpayment(s) of the fees described in Article 3, the Company shall promptly pay the County the amount(s) of such underpayment(s), and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees (including attorney’s fees) in connection therewith. In the event that such inspection reveals any overpayment(s) of the subject fees, the Company may credit the amount of such overpayment(s) against the payments of the subject fees in subsequent quarters.

Section 3.7 Payment Schedule for Fees

The fees described in this Article shall be paid on a quarterly basis. The quarterly payments shall be calculated on a calendar year basis; that is, they shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof. The payment shall be made not later than thirty (30) days after the last day of the preceding quarter and shall be limited to the solid waste transferred during the quarter to which it applies.
Section 3.8 Inspection & Enforcement & Other Fees and Costs

The Company shall pay the County upon demand, all of the reasonable and necessary costs incurred by the County in the siting process and this Agreement, including, but not limited to, engineering and/or witness fees and expenses, attorneys' fees and expenses, the hearing officer's fees and expenses, the wages, hourly rate and benefit per hour for any County employees or officers, except County Board members, and such other reasonable fees and expenses, if any.

If the Company is charged by the County with having violated any County enforceable law, ordinance, rule or regulation, or any of the Company's permit or site location approval conditions, and if found by Court or administrative body (such as IPCB), to be guilty of such violation, the Company shall, in addition to the payment of any penalty imposed, reimburse the County for all fees and cost associated with the County's investigation and prosecution of such violation, including, but not limited to, attorneys' fees.

ARTICLE 4
MISCELLANEOUS

Section 4.1 Assignment

The Company shall not assign or attempt to sublet this Agreement or any interest in this Agreement or any right or privilege appurtenant to this Agreement without first obtaining the County's written consent. In addition, no transfer of any ownership or other interest in the Transfer Station may be made without the prior written approval of the County. The right to seek assignment or approval may occur only if all payments to the County by the Company have been made and if the Company is not otherwise in Default (as described in Section 4.2 below) in connection with obligations under this Agreement. If the Company requests the County's consent to an assignment of this Agreement or approval of a transfer of ownership or other interest in the Transfer Station, the Company shall submit written notice containing at least the following information, plus any information required by the County's ordinance pertaining to such assignment request, should such an ordinance be in existence at the time of the request:

a) The name of the proposed assignee or transferee;

b) The terms of the proposed assignment or transfer;

c) The nature of business of the proposed assignee or transferee and the proposed use by the assignee or transferee; and

d) Information relating to the financial responsibility and general reputation of the proposed assignee or transferee that County may require;
c) In the event of the County's agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following:

f) To assume all obligations and duties of the Company under this Agreement and any conditions placed on the site location approval by the County to be bound as an original party to this Agreement;

g) To make any and all payments due under this Agreement and/or assignment to County directly at its offices in Yorkville, Illinois, as such payments become due.

Subject to the provisions of this Agreement limiting the right to assign or transfer, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. However, the Company shall remain primarily responsible for all obligations and liabilities under this Agreement and for any approved assignment or transfer. Furthermore, in the event of an approved assignment or transfer, the Company shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to or after the execution of any approved assignment or transfer.

Transfer of a fifty-percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the County. The County may require an additional written commitment from the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment or transfer.

Section 4.2 Default

The occurrence of any one or more of the following constitutes a "Default" by the Company under this Agreement. Should the Company be found by the County to be in Default of this Agreement, the County may, at its sole discretion, terminate this Agreement.

a) The failure by the Company to pay any fee due and payable under this Agreement;

b) The failure by the Company to observe or perform in any material respect the provision provided in Paragraph 2.1 of this Agreement and any other provision of this Agreement, and if the Company does not cure such failures within five (5) days after notice thereof from the County to the Company, unless such failures cannot reasonably be cured within five (5) days, in which case the Company must, before the fifth day: notify the County that it cannot complete its cure, present the County with a plan and timeline (which meets with the approval of the County) for completing the cure and implementing a plan to prevent the same or a similar failure from occurring again, and diligently continue to cure such failures during the initial five (5) day cure time period and any additional period beyond the five (5) days approved by the County. However, to the extent the Company's default under this Agreement concerns its failure to comply with Section 2.2
(Waste Acceptability), the more restrictive provision (this or Section 2.2) shall control in determining whether the Company is in default of this Agreement;

c) The Company admits in writing its inability to pay its debts as they mature and makes an assignment for the benefit of creditors or applies for or consents to the appointment of a trustee or receiver for the Company or a major part of its property;

d) A trustee or receiver is appointed for the Company or for a major part of its property, and it is not discharged within ninety (90) days after such appointment;

e) Bankruptcy, reorganization arrangement, insolvency or liquidation proceedings or other proceedings for relief under any bankruptcy law, or similar law, for the relief of debtors are instituted by or against the Company and, if instituted against the Company, are allowed against it or are not dismissed within 180 days after such institution;

f) If, during the term of this Agreement, any governmental entity assesses on or on behalf of the County of Kendall, a fee, surcharge or tax against Company as the operator of the facility, the facility or the site on which the facility is located, then such fee, surcharge or tax shall not affect the obligations of the Company to pay the County. Additionally, such fee, surcharge or tax shall be the sole and complete responsibility of the Company to pay and this Agreement shall remain in full force and effect.

Section 4.3 Notice

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or as two (2) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section:

To the County, notice shall be sent to both the County and the State's Attorney at the following addresses:

County of Kendall  
111 W. Fox Rd.  
Yorkville, IL 60560  

Kendall County State's Attorney  
807 W. John St.  
Yorkville, IL 60560
Section 4.4 Agreement Controls

This Agreement constitutes the entire understanding of the parties hereto relating to the subject matter contained herein, except that it does not, in any way, constitute the County's agreement or obligate the County to approve the Company's site location application, if such application is filed with the County and if such application is approved by the County, this Agreement is to be read as an additional obligation and not as superseding or controlling in any way, the Company's obligation to comply with any conditions of the County's site location approval and any laws, ordinances, rules or regulations applicable to the site or Transfer Station.

Section 4.6 Enforcement of Siting Conditions

The Company agrees that, should the Transfer Station receive site location approval pursuant to Section 39.2 of the Act from the Kendall County Board, that any final and non-appealable conditions imposed on the Transfer Station or Company as part of such approval are enforceable by the County against the Company, in the same manner in which the County's ordinances or this Agreement are enforceable, or pursuant to a County ordinance, should one be in effect at the time of the enforcement. Section 4.6 survives the termination of this Agreement.

Section 4.7 Governing Law and Form for Litigation

This Agreement shall be governed by and construed in accordance with the laws of Kendall County and the State of Illinois. Any litigation filed by the Company or County against the other party and involving this Agreement shall be filed in a court of competent jurisdiction in Kendall County, Illinois. Section 4.7 survives the termination of this Agreement.

Section 4.8 Severability

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. Section 4.8 survives the termination of this Agreement.
Section 4.9  Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Section should be construed to allow Company to assign or transfer interest in this Agreement or the Transfer Station, unless done pursuant to Section 4.1 of this Agreement. Section 4.9 survives the termination of this Agreement.

Section 4.10  Force Majeure

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, or war, which are beyond the control of such non-performing party.

Section 4.11  No Third Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor shall any provision give any third persons any right or rights of action against any party to this Agreement.

Section 4.12  County Expenses

The Company agrees to reimburse the County for attorney fees incurred in connection with the drafting and negotiation of this Agreement and consulting fees incurred in connection with the review of the proposed construction and operation of the Transfer Station, up to a maximum total of $20,000 for both attorney and consulting fees collectively.

Section 4.13  Records

In addition to those records described in Sections 3.5 and 3.6, above, the Company shall provide to the County, upon the County's request, free of charge and in a timely manner, copies of all of the following documents in any manner connected with the Transfer Station:

1) Documents submitted or received by the Company, its representatives, agents, attorneys, employees, or consultants to or from any state or federal government, or any regulatory or administrative agency; and
2) Documents submitted or received by the Company, its representatives, agents, attorneys, employees, or consultants to or from any citizen residing within the borders of Kendall County pertaining to the development or operations of the Transfer Station, particularly comments or complaints concerning such development or operations and including but not limited to the inbound or outbound vehicles to the Transfer Station.

ARTICLE 5
AUTHORITY & GUARANTY OF PAYMENT

Section 5.1. Authority to Enter Into Agreement

The Company hereby represents and warrants that it is a valid and existing ___________, in good standing, and that the individuals executing this Agreement have been duly authorized by the Company to act on its behalf and enter into this Agreement. In addition the Company agrees to provide the County, at the time of execution of the Agreement, with a copy of the ______ resolution authorizing the execution of this Agreement.

Section 5.2. Guaranty of Payment

As additional consideration for and assurance of performance of this Agreement, the Company and its corporate parent, tender to the County and the County accepts, the Guaranty of Payment attached to this Agreement as Exhibit ______.

IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

KENDALL COUNTY, ILLINOIS,

By: ____________________________
   Kendall County
   Board Chairman
   ____________________________
   Signature
   ____________________________

By: ____________________________
   Kendall County
   Clerk
   ____________________________
   Signature
   ____________________________

Attest: _________________________

Attest: _________________________

By: ____________________________
   Kendall County
   County Clerk
   ____________________________
   Signature
   ____________________________

John Church
Printed Name

Paul Anderson
Printed Name
EXHIBIT "A"

KENDALL COUNTY
HOST COMMUNITY BENEFITS
AND REIMBURSEMENT AGREEMENT

This HOST COMMUNITY BENEFITS AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the___ day of ____________, 200__,
between KENDALL COUNTY, ILLINOIS ("County") and __________
("Company").

RECITALS

WHEREAS, the Company desires to construct and operate a solid waste transfer station ("Transfer Station") in unincorporated Kendall County, Illinois;

WHEREAS, the Company desires to provide certain environmental protection and compensation to the County with respect to the Transfer Station, if the Transfer Station obtains all required approvals and commences operation; and,

WHEREAS, the County is desirous of obtaining such environmental protections and compensation, provided that the County shall have no obligation to grant site location approval of the Transfer Station unless and until through the local site location review process, it finds that the Transfer Station meets or exceeds all criteria required by 415 ILCS 5/39.2. Regardless of whether site location approval is granted, this Agreement survives the local site location review process; and

WHEREAS, the parties acknowledge and agree that the siting of the facility is subject to the approval of the KENDALL COUNTY BOARD, pursuant to Section 39.2 of the Environmental Protection Act, which provides in pertinent part, that:

"No permit for the development or construction of a new regional pollution control facility may be granted by the (Illinois Environmental Protection) Agency unless the applicant submits proof to the agency that the location of such facility has been approved by the County Board of the County if in an unincorporated area, or the governing body of the municipality when in an incorporated area, in which the facility is to be located in accordance with Section 39.2 of this Act.

Except...new pollution control facilities governed by Section 39.2...the granting of a permit under this Act shall not relieve the applicant from meeting and securing all necessary zoning approvals from the unit of government having zoning jurisdiction over the proposed facility..."
EXHIBIT "B"

GUARANTY OF PAYMENT

_______, for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by _____________ of all sums due and owing to Kendall County, Illinois, pursuant to the Host Community Benefits and Reimbursement Agreement entered into between _____________ and Kendall County on the ___ day of __________, 200__.

_______, hereby represents and warrants that it is a valid and existing _____________ in good standing, and that the individual executing this Guaranty of Payment have been duly authorized by _____________ to act on its behalf and enter into this Guaranty of Payment. In addition, _____________, agrees to provide the County, at the time of execution of this Guaranty of Payment, with a copy of the resolution authorizing the execution of this Guaranty of Payment.

___________________________

By: _________________________

Dated: _______________ Its: __________________________
Meeting was called to order at 9:03AM.
Board Members present: John Shaw (chairman), Elizabeth Flowers, Amy Cesich, Dan Koukol, Matt Prochaska, John Purcell, Jeff Wehrli

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

Joe Dula, Commissioner with the Federal Mediation & Conciliation Service, explained the services provided by the FMCS for labor-management mediation. He provided training related to labor relations and fundamentals of collective bargaining. He reviewed the Illinois Public Labor Relations Act including sections pertaining to employee rights to organize, duty to bargain by both parties, management rights, grievance procedure, unfair labor practices, Illinois Labor Relations Board, collective bargaining, mediation, impasse resolution, interest arbitration, factors considered by arbitrators. Koukol excused himself from meeting approximately 11:15AM. Mr. Dula reviewed traditional bargaining method processes.

Committee did not have executive session.

Public comments: none

Questions from media: none

At 12:05PM, Prochaska motioned to adjourn, second by Flowers. Committee voted unanimously to adjourn.

Respectfully submitted by Jeff Wilkins, County Administrator
Discussion and recommendations for resolution establishing Board member and Board Chairman/Liquor Control Commissioner Compensation, Mileage Expense Reimbursement, and Health & Dental Plan Benefits.

1. Recommend the County Board adopt a resolution establishing a salary, no eligible meeting per diems, mileage reimbursement only for assigned out-of-county meetings, and full cost of health and dental plan benefits paid by Board member. The salary would be (insert consensus for Option A) with effective date of (insert consensus for Option B).

   Option A (salary)
   A. $8,000
   B. $10,000
   C. $12,000
   D. $14,000
   E. $16,000
   F. $18,000

   Option B (effective date)
   A. December 1, 2014
   B. December 1, 2016

2. Recommend the County Board adopt a resolution establishing a salary, no eligible meeting per diems, mileage reimbursement for in-county and assigned out-of-county meetings, and full cost of health and dental plan benefits paid by Board member. The salary would be (insert consensus for Option A) with effective date of (insert Winner of Option B).

   Option A (salary)
   A. $8,000
   B. $10,000
   C. $12,000
   D. $14,000
   E. $16,000
   F. $18,000

   Option B (effective date)
   A. December 1, 2014
   B. December 1, 2016
3. Chairman's Salary and Liquor Commissioner Stipend

Current:
$13,200 ($12,000 chair + $1,200 liquor cmr.) additional compensation for per diems for COW, County Board Cmt meetings for which the County Board Chairman has been assigned to and approved by the Board, and for attending meetings of other organizations for which the County Board Chairman has been assigned to and approved to attend by the County Board. The County Board Chairman shall not collect a per diem for attending County Board meetings.

Determine Board member compensation and adjust accordingly Chairman compensation, mileage expense reimbursement, and health & dental plan benefits.