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
   A. State Representative John Anthony – Events in Springfield
8. Citizens to Be Heard
9. New Business
   A. Approval of an Intergovernmental Agreement between the County of Kendall, Illinois and the Village of Newark, Illinois for Police Services
   B. Approval of the Interagency Agreement Adult Redeploy Illinois, Agreement #195066 from April 1, 2015 to June 30, 2015 in the amount not to exceed $15,375.00
   C. Approve Proclamation Recognizing National Police Week 2015
   D. Cook and Collar Counties 2015 Legislative Program
   E. Shall the County of Kendall retain the services of independent outside counsel in the case of Larry Nelson, Nelson Multimedia, Inc., WSPY AM, Inc., and WSPY-TV, Inc v Kendall County et al
10. Old Business
11. Standing Committee Reports
   A. Public Safety
   B. Administration – Human Resources
      1. Approve May 5, 2015 as date for public hearing regarding application for Public Transportation Capital Assistance Grant
      2. Approve Amendment to the Kendall County, Illinois Road Centerlines Terms of Use for the Census Bureau’s Geographic Support System Initiative
      3. Approve Amendment to the Kendall County, Illinois Site Addresses Terms of Use for the Census Bureau’s Geographic Support System Initiative
   C. Economic Development
   D. Finance Committee
      1. Approve claims in an amount not to exceed $788,412.31
      2. Resolution approving Senior Tax Levy Grant Awards
         a. Community Nutrition Network in an amount not to exceed $16,797
         b. Fox Valley Family YMCA in an amount not to exceed $1,118
         c. Fox Valley Older Adult Services in an amount not to exceed $55,226
         d. Kendall County Health Department in an amount not to exceed $59,178
         e. Oswegoland Seniors Inc in an amount not to exceed $39,749
         f. Prairie State Legal Service in an amount not to exceed $7,126
         g. Senior Services Associates, Inc in an amount not to exceed $121,142
         h. Visiting Nurse Association in an amount not to exceed $8,144
   E. Judicial/Legislative
   F. Animal Control
   G. Health and Environment
      1. Approval of the May Rain Barrel Month Proclamation
   H. Standing Committee Minutes Approval
12. Special Committee Reports
   A. Kencom Executive Board
   B. Housing Authority

13. Chairman’s Report

    Appointments
    Richard Gaffney – Merit Commission – 6 year term – Expires March 2021
    Rodney Schobert – Morgan Creek Drainage District – 3 year term – Expires 2018

    Announcements

14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, March 3, 2015 at 6:36 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Gryder moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/3/15. Member Wehrli seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Prochaska 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.

NEW BUSINESS

HIDTA Grant Award

Member Wehrli made a motion to approve the HIDTA Grant Award Modification in the amount of $600,069.00. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Letter of Understanding – Patrol Deputies

Sheriff Baird stated that going to 12 hour shifts would allow them to increase the training opportunities and to increase the service to the residents of Kendall County. This is a trial basis, the contracts are up November 30th, and in October Sheriff would be able to report back to the board.

Member Gilmour moved to approve Letter of Understanding between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Deputies). Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Letter of Understanding – Patrol Sergeants

Member Gilmour moved to approve Letter of Understanding between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Patrol Sergeants). Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Letter of Understanding – Correction Sergeants

Member Gilmour moved to approve Letter of Understanding between County of Kendall, Illinois and Kendall County Sheriff and Illinois Fraternal Order of Police Labor Council (Correction Sergeants). Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County Board Meeting Date for April

Member Gilmour moved to set the board meeting in April for April 8, 2015. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

STANDING COMMITTEE REPORTS

Administration/HR

Member Cullick reviewed the minutes in the packet from the February 25, 2015 meeting.
**Facilities**

**Award bid to Call One**

Member Davidson moved to award the bid to the lowest responsible bidder, Call One, to provide telephone services for 36 months pursuant to the terms of Kendall County’s proposal for Pt-T1 and T1 Circuits in an amount not to exceed $1,876.90 per month based on usage. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Davidson moved to award the bid to the lowest responsible bidder, Call One, to provide telephone services for 36 months pursuant to the terms of Kendall County’s proposal for Analog Lines and LD use on these circuits in an amount not to exceed $2,014.64 per month based on usage. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Davidson moved to award the bid to the lowest responsible bidder, Call One, to provide telephone services for 36 months pursuant to the terms of Kendall County’s proposal for Centrex Lines and LD use on these circuits in an amount not to exceed $2,014.64 per month based on usage. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Economic Development**

Member Koukol reviewed the minutes in the packet from the February 27, 2015 meeting.

**Finance**

**CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $782,434.87. Member Gryder seconded the motion. **Motion carried.**

**COMBINED CLAIMS:** FCLT MGMT $86,761.94, B&Z $549.44, CO CRK & RCDR $230.05, ELECTION $47,540.59, ED SRV REG $969.85, SHRFF $2,476.35, CRRCTNS $19,688.86, EMA $82.89, CRCT CT CLK $273.67, JURY COMM $260.30, CRNR $1,308.49, CMN CRT SRV $8,553.47, PUB DFNDR $50.00, ST ATTY $1,504.24, SPRV OF ASSMNT $2,190.78, EHPPY HLTH INS $345,602.47, OFF OF ADM SRV $56.33, GNRL INS & BNDG $147.00, CO BRD $625.37, TECH SRV $10,054.09, CO HWY $6,551.66, CO BRDG $28,500.00, HLTH & HMN SRV $140,210.77, SRV REG $969.85, ANML CNTRL EXPNS $16.49, RCRDR DOC STRG $1,077.85, HIDTA $46,126.37, CO CMSRY FND $536.69, JUV JUST CNCL $400.00, CRNR $367.49, PRBTN SRV $4,639.35, GIS $60.70, ENG/CNSLTG ESCRW $1,035.00, VAC $11,151.39, CRNR $295.00, FP BND PRCDS $2,687.00

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

**Judicial/Legislative**

Member Prochaska reviewed the minutes in the packet from the February 25, 2015 meeting.

**Animal Control**

Member Wehrli reviewed the minutes in the packet from the February 18, 2015 meeting.

**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 the Personnel Committee is finishing up writing up goals for the Director and the Assistant Director; they are doing an employee survey and employee recognition for longevity. The Kendall County / Kane County agreement is almost done and also the Somonauk Police contract is getting near being finished. Harold Martin has been appointed as an OPS Board alternative member for the Sheriff’s Office. The next meeting is March 26, 2015.

**Housing Authority**

Member Prochaska stated that they met on February 20, 2015 and at the meeting they made changes to the administrative plan to reflect best practices by the Federal Department of Housing and Urban Development. They submitted the Section 8 Management Program Certification to the Federal Department of Housing and Urban Development for the SEMAP scores.
CHAIRMAN’S REPORT

Chairman Shaw stated that Member Prochaska will be drawing up a resolution honoring Jessie Hafenrichter.

Appointments

Jim Lee – Morgan Creek Drainage District – 3 year term – Expires February 2018
Dale Konicek – Rob Roy Drainage District – 3 year term – Expires February 2018
Richard “Shorty” Dickson – Raymond Drainage District – 3 year term – Expires February 2018
Robert K. Stewart – Morgan Creek Drainage District – 3 year term – Expires February 2018
Brad Mathre – Ethics Commission – 2 year term – Expires February 2017
Kristine Heiman – Ethics Commission – 2 year term – Expires February 2017
Amy Cesich – Ethics Commission – 2 year term – Expires February 2017
Judith Burks – Ethics Commission – 2 year term – Expires February 2017

Member Purcell moved to approve the appointments. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye except Gryder who abstained. Motion carried 9-1.

Announcements

Ruben Rodriquez – Ethics Commission – 2 year term – Expires March 2017

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked when the Ethics Commission will meet. Chairman Shaw responded that they may have an initial meeting and it is a wait and see if it is necessary for them to meet.

Jim Wyman from WSPY asked what the Ethics Commission does. Chairman Shaw stated that the county is required to have this.

ADJOURNMENT

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

Approved and submitted this 4th day of February, 2015.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
INTERGOVERNMENTAL AGREEMENT BETWEEN THE COUNTY OF KENDALL, ILLINOIS AND THE VILLAGE OF NEWARK FOR POLICE SERVICES

THIS INTERGOVERNMENTAL AGREEMENT ("Agreement"), entered into this ___ day of March, 2015, by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Newark, an Illinois Municipal Corporation of the State of Illinois, ("Village"), is as follows:

RECITALS:

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

WHEREAS, the Village and Kendall County are units of local government within the meaning of Article VII, Section 10 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 55 ILCS 220/1 et seq.; and

WHEREAS, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code, 55 ILCS 5/5-1106 and 65 ILCS 5/11-1-1 et seq., Village and Kendall County have the authority and the duty to provide police protection within their respective jurisdictions; and

WHEREAS, Village desires to obtain the services of well-trained and equipped Sheriff's deputies ("Deputies"), as defined by 55 ILCS 5/3-6001 et seq., to ensure the public safety and welfare of its citizens, within the jurisdictional boundaries of Village; and

WHEREAS, Kendall County wishes to provide Village with well-trained and equipped Deputies to ensure the public safety and welfare of Village's citizens, within the jurisdictional boundaries of Village, pursuant to the terms of this Agreement.

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

1. **Incorporation:** The above recitals are incorporated as if fully restated herein.

2. **Effective Date:** This Agreement is effective as of its date of execution by both parties.

3. **Term:** This Agreement shall be in full force and effect for a period of one (1) year from the date of execution, however, it may be renewed for one additional year upon written agreement of the parties.
4. **Termination:** Either party may terminate this Agreement by providing thirty (30) calendar days' advanced written notice to the other party. No additional penalties or early termination charges will be required upon termination.

5. **Police Services:** Deputies assigned to the Village will provide the following services within the jurisdictional boundaries of Village: patrol public roadways, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers. All tickets, reports, lab services, and other required documentation or evidence will be processed through, and maintained and preserved by the Kendall County Sheriff's Office ("KCSO") pursuant to record retention requirements of the Local Records Act and all other applicable laws. The fines collected from all tickets issued within the jurisdictional limits of Village will be distributed to Village, unless otherwise required by law.

6. **Assignment of Deputies:** By the 25th of each month, Kendall County will provide Village with a list of Deputies assigned to Village for the subsequent month, and the shifts for which they are assigned. There will be no more than one Deputy assigned to the Village at any given time, unless other arrangements are agreed to, in writing, by both Village and the Sheriff or his designee.

7. **Equipment:** All police equipment used by Deputies will be purchased, provided, and maintained by Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.

8. **Insurance:** Village will be responsible for general liability and worker's compensation insurance for the Deputies, as well as all deductibles under these policies. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Village shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) worker's compensation and occupational disease disability insurance in compliance with the laws of the jurisdiction where the work is being performed ("Statutory/Coverage A") and in a minimum amount of $500,000 per accident, $500,000 policy limit for disease or disability, and $500,000 per employee for disease or disability ("Coverage B"); (b) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of (i) $1,000,000 per occurrence for bodily injury, property damage, and bodily injury and property damage combined; (ii) $2,000,000 aggregate for bodily injury property damage, and bodily injury and property damage combined, and (iii) $2,000,000 aggregate for personal injury; and (c) an umbrella policy in the minimum of $10,000,000 per occurrence and $10,000,000 aggregate. Kendall County and the KCSO shall be named as additional insureds on a primary and non-contributory basis with respect to the general liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County and the KCSO. Also,
Kendall County and KCSO shall be designated as the certificate holders. Kendall County’s existing automobile insurance policy covering Kendall County law enforcement vehicles will remain in effect and provide coverage for those vehicles while being used to provide services under this Agreement. Village will purchase and maintain, at all times this Agreement is in effect, an insurance policy to cover all of Kendall County’s deductibles under its automobile insurance policy. Village hereby affirms its understanding that Kendall County’s automobile insurance policy currently maintains the following deductibles: $10,000 per occurrence for auto liability; $10,000 per occurrence for uninsured and underinsured motorist liability; $10,000 for comprehensive per loss auto physical damage liability; and $10,000 for collision per loss auto physical damage liability. Village shall be responsible for paying all of Kendall County’s automobile insurance deductibles for damages, injuries, or claims incurred as a result of this Agreement. Furthermore, the parties stipulate and agree the limits of Kendall County’s liability shall be $1,000,000 (primary automobile) and $10,000,000 (umbrella).

9. **Compensation:** Village will directly compensate Deputies for police services in the amount of $30 per hour. Compensation to the Deputies will be processed through the Village’s regular payroll during the first pay cycle following the date of service, if practicable, and will be remitted to the Deputies’ home address no more than thirty (30) calendar days after the date of service. It shall be the Village’s responsibility to track and maintain records of all hours worked by the Deputies assigned to perform the services set forth in this Agreement. The Village will also compensate Kendall County for the mileage incurred by police vehicles while being used to provide police services under this Agreement. Mileage will be calculated based on the IRS rate in place at the time the invoice is issued. Additionally, the Village shall pay to Kendall County the additional amount of $2.00 per hour for each hour a Kendall County police vehicle is used to provide police services under this Agreement. The parties agree this amount is intended to cover, in part, the vehicle’s equipment maintenance and replacement costs (e.g., camera system, computer, radios, etc.). Kendall County will submit to Village an invoice for all amounts due to Kendall County, which were incurred in the previous month. This invoice will be submitted to the Village by the 10th of each month. All payments are to be made in accordance with the Local Government Prompt Payment Act, 50 ILCS 505/1 et seq. Failure to timely submit an invoice does not constitute a waiver of the amount owed.

10. **Indemnification:** The Village and Kendall County shall each defend, with counsel of the other party’s own choosing, indemnify, and hold harmless the other party, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the other party, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from the other party’s negligent conduct. Village shall defendant with counsel of the other party’s own choosing, indemnify, and hold harmless the
KCSO, including its elected officers, employees, and agents. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County or KCSO, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's or KCSO's participation in its defense shall not remove Villages duty to indemnify, defend, and hold Kendall County and KCSO harmless, as set forth above. Nothing in this Agreement shall constitute a waiver of any privileges, defenses, or immunities which either Party may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq.

11. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, strikes or labor disputes, and riots or war. A party claiming a force majeure event ("the claiming party") shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

12. **Non-Discrimination:** Kendall County and Village officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

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

14. **Applicable Laws/Severability:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared or found invalid, illegal, or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal, and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not
in any way be affected or impaired thereby. If Kendall County prevails in any legal action pertaining to collection of amounts due under this Agreement and or regarding the indemnification provision set forth in paragraph 10, it may recover reasonable attorney's fees and costs.

15. **Notice:** All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid, and certified with the return receipt requested, (b) delivering the same in person, or (b) sending the same by facsimile with electronic confirmation of receipt. All notices should be sent to the following representatives, or any such other person, counsel, or address as any party hereto shall specify pursuant to this Section from time to time:

**If to Kendall County:**
Dwight A. Baird, Sheriff  
Kendall County Sheriff's Office  
1102 Cornell Lane  
Yorkville, IL 60560  
Fax: 630-553-1972

**If to the Village:**
Jim Davis, Village President  
Village of Newark  
P.O. Box  
Newark, IL 60541  
Fax: 815-695-5111

**With copy to:**
Kendall County State's Attorney  
807 John Street  
Yorkville, IL 60560  
Fax: 630-553-4204

**With copy to:**
Boyd Ingemunson  
759 John Street, Suite A  
Yorkville, IL 60560

16. **Entire Agreement:** This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement, whether oral or written. This Agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

17. **Relationship of Parties:** Nothing contained in this Agreement, nor any act of County or Village pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any joint employer relationship and/or any relationship of third-party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving County and Village. Deputies are independent contractors and are not employees of, partners of, agents of, or in a joint venture with Village. It is understood and agreed that Village is solely responsible for paying all wages, worker's compensation benefits, and any other compensation due and owing to Deputies for performance of services set forth in the Agreement. Village is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and
federal law for payments to Deputies for performing services as set forth in the Agreement. Kendall County acknowledges its obligation to provide automobile insurance coverage and Village acknowledges its obligation to provide general liability and worker's compensation insurance as addressed in paragraph 8. Should Village have a complaint regarding the conduct of a Deputy assigned to Village under this Agreement, Village shall notify the Kendall County Sheriff or his designee.

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

19. **Amendments:** This Agreement may be amended only with written consent of all parties hereto.

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

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

County of Kendall, a unit of local government of the State of Illinois

By:__________________________
   Chairman, Kendall County Board

Date:__________________________

Attest:
   ____________________________
   County Clerk

Village of Newark, a unit of local government of the State of Illinois

By:__________________________
   Village President

Date:__________________________

Attest:
   ____________________________
   Village Clerk
COUNTY OF KENDALL, ILLINOIS
PROCLAMATION

To recognize National Police Week 2015 and to honor the service and sacrifice of those law enforcement officers killed in the line of duty while protecting our communities and safeguarding our democracy.

WHEREAS, there are approximately 900,000 law enforcement officers serving in communities across the United States, including dedicated members of the Kendall County Sheriff’s Office;

WHEREAS, nearly 60,000 assaults against law enforcement officers are reported each year, resulting in approximately 16,000 injuries;

WHEREAS, since the first recorded death in 1791, more than 20,000 law enforcement officers in the United States have made the ultimate sacrifice and been killed in the line of duty;

WHEREAS, the names of these dedicated public servants are engraved on the walls of the Law Enforcement Officers Memorial in Washington, D.C.;

WHEREAS, at least 275 new names of fallen heroes are being added to the National Law Enforcement Officers Memorial this spring, including 116 officers killed in 2014 and 159 killed in previous years;

WHEREAS, the service and sacrifice of all officers killed in the line of duty will be honored during the National Law Enforcement Officers Memorial Fund 27th Annual Candlelight Vigil, on the evening of May 13, 2015;

WHEREAS, the Candlelight Vigil is part of National Police Week, which takes place this May 10-16, 2015;

WHEREAS, May 15 is designated as Peace Officers Memorial Day, in honor of all fallen officers and their families and U.S. flags should be flown at half-staff;

WHEREAS, the Kendall County Board is grateful for the service and dedication of the 60 Patrol Deputies, 53 Corrections Deputies, 3 K-9 Unit Dogs, 30 Auxiliary Officers and 13 Civilian Staff who serve and protect Kendall County, and for the sacrifices made by their families;

THEREFORE, BE IT RESOLVED that the Kendall County Board formally designates May 10-16, 2015, as Police Week in Kendall County, and publically salutes the service of law enforcement officers in our county and in communities across the nation.

Adopted by the Kendall County Board on this 8th day of April, 2015

Approved: Attest:

Scott R. Gryder, Acting County Board Chair
Debbie Gillette, County Clerk/Recorder
Support legislation granting additional permissive authorities for counties.

Support legislation allowing counties to expand non property tax revenue sources.

Oppose unfunded mandates imposed by the state government.

Oppose legislation that would reduce the existing authority of county government.

Oppose proposals that seek to merge underfunded pension systems with fully funded pension systems.

Oppose individual proposals that erode existing revenue and are not part of a larger proposal approved by Cook and the Collar Counties.

Legislative Initiatives

Subsequent Opportunities for Participation in Drug Courts
Specialty courts, such as Drug Courts, are an alternative sentencing approach for non-violent offenders who have been arrested. Defendants who meet the program eligibility requirements are given the opportunity to voluntarily participate in a highly structured, closely monitored, treatment based probation. Upon successful completion of a specialty court program, the courts may dismiss the original charges against the defendant. By agreement, the Circuit Court, the States Attorney’s Office, and the Public Defender admit a defendant into specific specialty court. The defendant must also agree to participate in a program. Unlike other specialty courts, any individual who has previously completed or has been discharged from a Drug Court Program is barred from being considered any time in the future for subsequent participation in Drug Court Programs under current Illinois law. A change to eligibility under the Drug Court Treatment Act (730 ILCS 155/20) would afford a “high risk, high need” chemically dependent individual subsequent opportunities for participation and would allow Drug Courts and other specialty courts with the same eligibility requirements.

Position - Support Senate Bill 727

Wireless Surcharge for E-911
The Wireless Surcharge for E-911 in the Wireless Emergency Telephone Safety Act is set to sunset on July 1, 2015. The Emergency Telephone System Boards (ETSB) across the State are reliant upon the $.73 cents monthly surcharge fee assessed by the State on all cellular lines. If ETSBs lose funding due to the sunset of the Wireless Surcharge, this would have a negative impact on all public safety agencies utilizing ETSB provided services. Successful reauthorization of the Wireless Surcharge will result in the development of a long-term, stable funding mechanism that adequately funds local emergency response systems our citizens depend upon. Cook and the Collar Counties also support efforts to consolidate multiple ETSBs, as well as dispatching centers within counties.

Electronic Recycling Funding
The Electronics Product Recycling and Reuse Act requires manufacturers to fully fund the recycling of residential electronics (that are banned from landfills) based on a mandated goal of 50% of the weight of current retail sales of electronics. As the weight of electronics sold continues to decrease, the statutory goal is reached earlier each year, thus reducing the number of recyclers/companies that are willing to collect electronics free of charge. Units of local governments across the State that previously hosted (free) electronics collection events have lost programs due to the inability to identify a zero cost recycler (because of the low manufacturer goals). This unfortunately has left residents with fewer alternatives to dispose of unwanted electronics.

Position - Support Senate Bill 797 and House Bill 1445

Court Services Fees
Service demands facing the courts have increased over the years. These increased demands coupled with budgetary shortfalls have created a need to generate additional revenue to support the overall court system and the services provided by courts. The upper limits of most fees are determined by state statute, so in order to increase the fees it is necessary to make a legislative change.

Position - Support SB 804

The counties of Cook, DuPage, Kane, Kendall, Lake, McHenry, and Will together comprise most of Illinois’ population. While each county is unique, there are a variety of challenges and opportunities that are of interest across jurisdictional boundaries. As such, the Cook and Collar Counties have collaborated in preparing this 2015 Legislative Program.
ORDER

This cause comes on for ruling on the Plaintiffs' 2nd Amended Petition for Attorney's Fees Pursuant to 5 ILCS 140/11. The Petition was filed on January 8, 2015. A hearing on the Petition was held on February 13, 2015, at which time the Court took the matter under advisement.

A record of the proceedings exists, so I will not attempt here to recite all of the evidence presented or the arguments of counsel.
For the purpose of clarification, although these are two separate cases with two separate fee requests, for all practical purposes these matters are sufficiently joined such that, in the interest of judicial economy, I will only enter one ruling with regard to both Petitions. Furthermore, although there are multiple plaintiffs in these cases, for the purpose of simplicity, I will refer herein to the Plaintiffs collectively as “Plaintiff”.

The Petition is brought pursuant to 5 ILCS 140/11. That provision provides, in relevant part:

“(i) If a person seeking the right to inspect or receive a copy of a public record prevails in a proceeding under this Section, the court shall award such person reasonable attorneys' fees and costs. In determining what amount of attorney's fees is reasonable, the court shall consider the degree to which the relief obtained relates to the relief sought.”

The first issue that needs to be resolved is whether the Plaintiff has prevailed. If not, the analysis ends because a party who has not prevailed is not entitled to recover attorneys’ fees.

It is true that the Court did not order the release of any specific document. According to Defendants, this means Plaintiff did not prevail.

Defendants cite to Rock River Times v. Rockford Public Schools, 2012 IL App (2d) 110879, in support of their position that a court ordered release of documents is necessary to make a plaintiff a prevailing party. In the present case, there was no court ordered release of documents, but the court did make several findings in favor of the Plaintiff, including the denial of motions to dismiss and the ordering of the preparation of an index pursuant to 5 ILCS 140/11(e).

Plaintiff argues that Defendants read Rock River too narrowly. Plaintiff argues that the Defendants herein released a substantial number of documents to Plaintiff only after years of litigation and that, pursuant to the case of Buckhannon Board and Care Home v. West Virginia Dept. of Health, 532 U.S. 598 (2001), the Plaintiff indeed prevailed because the Plaintiff obtained “court ordered relief” thus making the Plaintiff a prevailing party.

I believe that Rock River is distinguishable on the facts. In Rock River the school district released the document in question before the trial court had ruled on any matters. Thus, no judicial relief had been granted.

A different theory for recovery merits consideration here. The so-called “catalyst theory” refers to the concept that a plaintiff under the Freedom of Information Act is a prevailing party if the filing of a lawsuit resulted in the release of a document without the court specifically ordering its release. Defendants argue that the so-called “catalyst theory” is not the law in the Second Judicial District based on the Rock River opinion.
However, the *Rock River* court described the catalyst theory as encompassing a plaintiff who had succeeded *without court involvement*. (emphasis added)

I find that the present case is a case where there was court involvement. Therefore, I do not think that the holding of *Rock River* bars Plaintiff's recovery of fees.

Furthermore, in 2010 the Second District Appellate Court ruled that whether a party substantially prevailed is determined by considering whether the plaintiff's actions caused the defendant to release the record, hence the "catalyst theory" is recognized in the Second Appellate District. *Rockford Police Benevolent Assn. v. Morrissey*, 398 Ill. App. 3d 145 (Second Dist. 2010). In that opinion, the court noted that, where no evidence exists to suggest that the defendants would have released the records absent the filing of a lawsuit, an award of attorneys' fees is appropriate. *Id.* at 155-156.

Specifically, I find that the Plaintiff has obtained court ordered relief here. I find that the Plaintiff obtained court ordered relief when the Illinois Supreme Court entered its order on May 22, 2014 wherein it found that the office of the State's Attorney was part of the executive branch of State government and that said office is subject to the requirements of the Freedom of Information Act. Secondarily, I find that no evidence exists in the record of these cases to suggest that the defendants would have released the records in this case, absent the filing of, and protracted litigation involved in, these lawsuits.

Thus, because I believe that Plaintiff has prevailed, within the meaning of the Freedom of Information Act, I believe that the Plaintiff is entitled to recover his attorneys' fees.

Having so found I must then determine whether there is some other reason, as argued by Defendants, that somehow Plaintiff should nonetheless be denied his fees.

Defendants advance several theories, one of which is the theory that Plaintiff has waived any claim for fees based upon the statements of his attorney during oral argument before the Second District Appellate Court. This theory fails for several reasons.

First, waiver has been defined as "either an express or implied voluntary and intentional relinquishment of a known and existing right." *National Tea Co. v. Commerce and Industry Ins. Co.*, 119 Ill.App.3d 195 (First Dist. 1983). Waiver of a known right must be made with clear and unequivocal language. *East Richland Educ. Ass'n v. Illinois Educational Labor Relations Bd.*, 173 Ill.App.3d 878 (Fourth Dist. 1988). Black's Law Dictionary defines "unequivocal" as "clear; plain; capable of being understood in only one way; free from uncertainty or without doubt." *Black's Law Dictionary* (Fifth Ed. 1979).
I find that the language used here was not clear and unequivocal. Specifically, I find the language "...it is not something that I've discussed with the client, but I think that based on earlier discussions, he would be in agreement..." is not the clear and unequivocal language which is required for a waiver of the Plaintiff's right to seek fees. I do not believe the language used by Attorney Wegner is free from uncertainty or without doubt as he stated that he had not discussed the issue with his client.

Furthermore, even if I were to construe Attorney Wegner's comments as a clear and unequivocal waiver, I would be limited to construing such a waiver as to past fees only, not as a waiver of any fees which would be incurred in the future. I am unaware of any theory by which the attorney's statement could be considered a waiver of fees that had not yet been incurred.

I note that Defendants' position would be much stronger had Defendants offered up the disputed documents at the time that Plaintiff's attorney made the above statement to the Second District Appellate Court. That type of response might invoke some sort of detrimental reliance theory which is not supported by the facts of this case.

Defendants further allege that equitable estoppel precludes any fee award in this case because the Defendants acted, to their detriment, upon the fee waiver representations made by Attorney Wegner. I disagree.

The record is devoid of proof that the Defendants relied on the fee waiver. Rather, I find that no evidence exists in the record that the records would have been produced prior to the entry of Judge Waller's Order calling for the Defendants to create an index of the records in question.

To the extent that Defendants otherwise suggest that Plaintiff has waived or is otherwise not entitled to recover his attorney's fees, those arguments are overruled.

Having determined that the Plaintiff is indeed a prevailing party and that he has not waived his claim to fees, and that equitable estoppel does not prevent his recovery of fees, I turn to the reasonableness of the fee request.

The fees can be divided into four different categories.

The first amount of fees sought is the fees of the Law Offices of Dallas C. Ingemunson. In support of these fees, Plaintiff presented an image of a check in the amount of $15,000 which, according to the testimony of Plaintiff represents payment for the fees charged by the Ingemunson law office for their representation of the Plaintiff in these proceedings. Neither an invoice, time records nor itemized details were provided.

Instead, Plaintiff argues that, as a paid bill, the bill is considered prima facie evidence that the charge was reasonable, citing Illinois Rule of Evidence 803.
According to Black's Law Dictionary, "prima facie evidence" is "[e]vidence that will establish a fact or sustain a judgment unless contradictory evidence is produced." (Emphasis added.) Black's Law Dictionary 598 (8th ed. 2004). Likewise, "prima facie" is defined as "[s]ufficient to establish a fact or raise a presumption unless disproved or rebutted." (Emphasis added.) Black's Law Dictionary 1228 (8th ed. 2004). People v. Woodrum, 223 Ill. 2d 286 (2006). Thus, given its plain and ordinary meaning, the term "prima facie evidence" suggests a shift in the burden of production. Id. at 310.

The testimony of Lawrence Nelson was that the check which was offered into evidence represented Plaintiff's payment to the Ingemunson firm based upon Ingemunson's services performed in connection with this matter. As noted, neither time records nor itemized details, such as the hourly rate, hours expended, and the like were offered.

However, Defendants, when offered the opportunity, asked no questions of Nelson, and when afforded the opportunity, presented no witnesses to disprove or rebut the Plaintiff's claims.

Therefore, the unrebutted testimony and evidence which was presented indicates that the Ingemunson firm charged, and was paid, $15,000 for its services to Plaintiff in connection with these matters. Rule 803 creates a presumption that the amount of the bill is reasonable and I have no evidence upon which to rule differently.

As to the Ingemunson fees, and all of the other claimed fees, defendants do not "close the analytical loop" as referred to in Rockford Police Benevolent by demonstrating, or even asserting, that plaintiff's counsel's time spent on this matter was unreasonable, or that in light of his experience and the complexity of the issues here his billing rate was excessive compared to the usual and customary rate in the locality for such services. Thus, as the court was in Rockford, I am left only with the conclusory assertion that the fees are excessive. Rockford, 398 Ill. App. 3d at 157.

Therefore, I find that the Plaintiff is entitled to recover $15,000 for his fees paid to the Law Offices of Dallas C. Ingemunson.

The second set of fees for which recovery is sought is for services rendered by Attorney Donald M. Craven. Craven's bill totaled $17,700 of which $503.85 constituted expenses. This fee request is accompanied by an itemized billing showing the hours worked, work completed, and hourly rates charged.

Plaintiff testified that he paid Craven's bill in full.

Pursuant to Illinois Rule of Evidence 803, the amount of the paid Craven bill is presumed to be reasonable for the services performed. Again, there was no cross-examination of the witness or other testimony offered by Defendants in opposition to said bill.
Furthermore, the bill itemizes the work performed and the time expended. Considering all of the factors which I am required to consider, I find that bill to be reasonable.

I find that the paid bill for services performed by Donald M. Craven is reasonable, and therefore I find that Plaintiff is entitled to recover $17,196.15 for his fees paid to Donald M. Craven. I will address the issue of recovery of costs and expenses separately.

The third item of fees for which recovery is sought is for services rendered by the law firm of Mahoney, Silverman & Cross for the appeal to the Second District Appellate Court. This bill is for a fixed rate billing of $9,000 plus costs advanced of $1,084.05.

Witness Lawrence Nelson testified that he contracted with said firm to handle said appeal for the fixed rate. Fixed fees are not considered improper, and are specifically permitted in Illinois. Ill. R.P.C., Rule 1.5.

Of course, fixed fees must still be considered to be reasonable. Given the various factors which the trial court must consider when determining if a fee is reasonable, the evidence is clear that the fee charged by Mahoney, Silverman & Cross for the handling of the appeal to the Second District Appellate Court was reasonable.

In addition, I note that Plaintiff testified that he had paid said bill, and I find that pursuant to Supreme Court Rule 803, the payment of said bill constitutes prima facie evidence that the bill is reasonable. Again, Defendants elected to neither cross-examine the witness nor call any witnesses to refute the prima facie case presented.

Therefore, I find that Plaintiff is entitled to recover $9,000.00 for attorneys' fees incurred by Plaintiff for the handling of the appeal to the Second District Appellate Court. Costs will be handled separately below.

The next item of fees for which Plaintiff seeks recovery is for the appeal to the Illinois Supreme Court. Plaintiff testified that he contracted with the law firm of Mahoney, Silverman & Cross to handle said appeal for a fixed fee of $10,000, plus costs.

Furthermore, Plaintiff testified that he paid said bill in the total amount of $11,157.67.

Again, the presumption of reasonableness arises under Illinois Rule of Evidence 803. The Rule provides that a paid bill constitutes prima facie evidence that the amount of the bill is reasonable.

The bill itemizes the work performed and the time expended. Considering all of the factors which I am required to consider, I find that bill to be reasonable. I therefore find that Plaintiff is entitled to recover the amount of $10,000.00 as reimbursement for said fees. Again, costs shall be considered below.
The final item of fees for which the Plaintiff seeks recovery is the invoice from Mahoney, Silverman & Cross for services rendered since the ruling by the Illinois Supreme Court. Again, the billing contains details as to the hourly rates charged, amount of time spent, and the nature of the work performed.

In addition, Plaintiff testified that he had paid the total amount of the bill, which constituted $28,875.00 plus costs.

I have considered all of the relevant factors, and have also considered that no cross-examination of the witness was conducted, and no contrary witnesses were called.

Considering all of the relevant factors, I find that the amount of said bill is fair and reasonable. Therefore, I find that Plaintiff is entitled to recover the amount of $28,875.00 as and for his attorneys' fees incurred since the ruling of the Illinois Supreme Court.

An issue not raised by the Defendants, but which I feel obligated to consider, is the Plaintiff's request for recovery of costs.

Generally overhead office expenses, namely expenses that an attorney regularly incurs regardless of specific litigation, including telephone charges, in-house delivery charges, in-house photocopying, check processing, newspaper subscriptions, and in-house paralegal and secretarial assistance, are not recoverable as costs of litigation. See Harris Trust & Savings Bank v. American National Bank & Trust Co. of Chicago, 230 Ill.App.3d 591 (First Dist. 1992), citing Kaiser v. MEPC American Properties, Inc., 164 Ill.App.3d 978 (First Dist. 1987). Such overhead refers mainly to fixed expenses which are, therefore, already reflected in an attorney's hourly rate. See Harris Trust & Savings Bank, 230 Ill.App.3d at 599. As a result, they should not be apportioned to any single cause of action so as to constitute an additional charge. Johnson v. Thomas, 342 Ill.App.3d 382 (First Dist. 2003).

I find that certain of the costs and expenses sought by Plaintiff are recoverable expenses. Those expenses which are recoverable in this action are:

Craven billing: $223.00 Complaint filing fee 10/13/10
$70.00 Sheriff Service fee 10/13/10
$8.00 Fee: 2 Alias Summons 4/14/11
$70.00 Service fee 4/14/10

M, S & C billing (1): $120.19 Binding expense 9/17/12
$26.00 Binding expense 11/15/12
The balance of the costs sought by Plaintiff should be and are hereby denied.

As a result of the foregoing, I hereby find and Order as follows:

1. I find that Plaintiff is entitled to recover $80,071.15 as and for reimbursement of his attorneys' fees, pursuant to 5 ILCS 140/11.

2. Plaintiff is entitled to recover $959.73 as and for reimbursement of his costs, pursuant to 5 ILCS 140/11.

3. If said fees and costs have not been paid by Defendants to Plaintiff within 30 days of the entry of this Order, I will enter a judgment in favor of Plaintiff and against Defendants for said amounts. It is the responsibility of Plaintiff to notice up the case if the entry of a judgment is requested.

4. The previously set status date of April 1, 2015 is stricken.

5. Copies of this Order shall be mailed to all counsel of record.

Entered: March 30, 2015

JUDGE

The undersigned hereby certifies that a true and correct copy hereof was mailed to counsel for the parties or to the parties if no counsel is of record via first class mail with postage fully prepaid this 30th day of March, 2015.

Dated: 3/30/15 SIGNED:
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30 a.m. and led the Pledge of Allegiance.

Committee Members Present: Judy Gilmour - here, John Purcell - yes, (left at 8:47 a.m.), Bob Davidson (arrived at 8:31 a.m.), Scott Gryder - present, Matthew Prochaska - present. With all members present, a quorum was established.

Others Present: Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie, Jim Smiley

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Gryder. With all in agreement, the agenda passed.

Approval of Minutes - Member Gilmour made a motion to approve the January 12, 2015 meeting minutes, second by Member Gryder. With all in agreement, the motion carried.

Public Comment - none

Ken Com Report – As submitted

Coroner’s Report – As submitted

EMA Report – Director Gillespie reported:

He has finished NIMS training involving Kendall County School Districts on three separate days at Yorkville High School, Yorkville Village Hall and Yorkville Middle School.

Director Gillespie will conduct a Storm Spotter Training session on March 12, 2015 at Oswego Village Hall.

The Dresden Drill is scheduled for Wednesday, July 29, 2015

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month.
Sheriff

Operations Division – Chief Deputy Koster stated that the reports were attached, of which the following statistics were included for the month of January: The Sheriff's Office had 582 calls for service, 973 officer initiated activities, 234 police reports, 3 felonies, 60 misdemeanors, and 51 warrants for a total of 114 arrests. There were 909 traffic contacts, 357 traffic citations, 9 DUI arrests, 0 Zero Tolerance, 67 property damage accidents, 7 personal injury accidents, and 0 fatal accidents for a total of 74 accidents.

The Operations Division drove 63,249 miles in the month of January. The Auxiliary deputies logged 42 hours for the month of January. The total number of cases assigned for Investigations/COPS Activities were 22 and there are currently 67 open cases.

 Corrections Division – Undersheriff Martin provided the following statistics for the month of January: 232 new intake bookings on a total of 322 charges. The division released 226 inmates on 316 charges. 107 inmates were held over from the previous month.

The Food Service Management Section prepared 11,138 meals, with an average of 359 meals served per day at a cost of $1.00 per meal.

The Division conducted 22 visitation days with 288 inmates seeing visitors.

The Correction Division logged 3452 miles during the month of January and transported 99 inmates. The medical staff saw a total of 347 inmates.

There were 26 video bond call days with 70 inmates. The Corrections Division housed 79 inmates for other jurisdictions within the month and billed $91,140 for 1519 days of confinement. The average daily population was 121.

Undersheriff Martin stated that the application for the housing of federal inmates has been accepted and they are awaiting further information.

The Sheriff's Office is currently in the process of finalizing a special agreement with the Village of Newark and the union for police services. Undersheriff Martin will keep the committee updated on the progress.

Support Services Division – Chief Deputy Koster stated that reports were attached and provided statistics for the month of January as 97 papers served, 23 evictions scheduled, 9 cancelled and 14 completed, 64 Sheriff's Sales, and 179 FOIA requests filled. There were 92 warrants issued for the month of January with 2 quashed, and 22 served.
The total fees received by the Support Services Division were $25,678.50 for the month of January 2015.

Court Security had 14,214 entries, 6,644 articles x-rayed, 45 bond calls, 27 arrests, and 63 articles of contraband refused. There were a total of 690 hours of training, 0 terminations, 0 resignations, 1 new hire, 0 Squad Damage and 0 Workers Comp for the month of January.

Old Business – Jim Smiley reported that load testing was performed on all of the generators. The facilities staff will be performing upkeep and maintenance as needed.

New Business - None

Executive Session – None needed

Action Items for County Board - None

Public Comment - None

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting at 8:50 a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Chair Lynn Cullick at 9:03 a.m.

ROLL CALL
Committee Members Present: Judy Gilmour - here, Lynn Cullick – here, Elizabeth Flowers – present (Member Flowers left the meeting at 9:40 a.m.), John Purcell (arrived at 9:06 a.m.)

Committee Members Absent: Dan Koukol

Others present: Glen Campos, Don Clayton, Rich Ryan, Becki Rudolph, Jeff Wilkins

APPROVAL OF AGENDA: Member Flowers made a motion to approve the agenda, second by Member Gilmour. With all in agreement, the amended motion passed.

APPROVAL OF MINUTES: Member Flowers made a motion to approve the March 5, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE – Mr. Wilkins briefed the committee that he had recently met with BCBSIL and CBIZ reps to review the county BCBS claims for FY 2014. He will update the committee on the findings at a future meeting.

WINE SERGI and ICRMT UPDATE – Rich Ryan reviewed the workers compensation, property and liability summaries with the committee.

COUNTY ADMINISTRATOR

- Recommend Resolution authorizing application for Public Transportation Capital Assistance Grant under the Illinois Department of Transportation – Mr. Wilkins reviewed the resolution with the committee, and said this is a standard 5310 vehicle application, and that we did not apply last year, but applied the year before.

This is in the hope of getting future replacements of three vehicles, two medium-duty and 1 minivan, for four different routes that are currently running double shift duty, which isn’t sustainable. Mr. Wilkins said these vehicles will be purchased with federal dollars and the local match of toll-way credits. Mr. Wilkins said the applications are due by the end of May 2015.
Member Purcell made a motion, second by Member Gilmour to forward for approval the Resolution authorizing application for Public Transportation Capital Assistance Grant under the Illinois Department of Transportation at the May 5, 2015 County Board meeting. With all members voting aye, the motion passed.

- Set May 5, 2015 as date for public hearing regarding application for Public Transportation Capital Assistance Grant – Member Purcell made a motion to forward for approval May 5, 2015 as the date for a public hearing regarding application for Public Transportation Capital Assistance Grant, second by Member Gilmour. With all in agreement, the motion passed.

DEPARTMENT HEADS AND ELECTED OFFICIALS

- Technology: Network connections and site mapping – Mr. Laken updated the committee on the connections between county buildings.

Mr. Laken reported that GIS is working on mapping utility and fiber lines for all county buildings and campuses. He said this information would be helpful to Facilities Management, and to outside vendors when digging or any outside work is to be done.

GIS – Don Clayton received a request from the Federal Census Bureau to amend the Kendall County Road Centerlines Terms of Use, and the Site Addresses Terms of Use. Mr. Clayton will provide a copy for the County Board packet, and copies of each document for signature at the April 8, 2015 County Board meeting.

OLD BUSINESS – Mr. Wilkins provided an answer to the question asked by Member Purcell at the March meeting from Mark Walker of Merchants Information Solutions regarding the Integrity and Drug Testing survey.

ACTION ITEMS FOR COUNTY BOARD

Approve May 5, 2015 as date for public hearing regarding application for Public Transportation Capital Assistance Grant (for the April 8, 2015 agenda)

Recommend Resolution authorizing application for Public Transportation Capital Assistance Grant under the Illinois Department of Transportation (for the May 5, 2015 County Board meeting)

DISCUSSION ITEMS FOR COMMITTEE OF THE WHOLE

Potential Purchase of Kendall Area Transit Vehicles 8 & 9

EXECUTIVE SESSION – None needed

Chair Cullick cancelled the second meeting scheduled for April 28, 2015.
PUBLIC COMMENT – None

ADJOURNMENT – Member Purcell moved to adjourn the meeting at 10:36 a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Good Afternoon Don,

I am writing to give you some additional information to my VM message of the other day. I am contacting you about the Census Bureau's Geographic Support System Initiative, a decade-long program to improve addresses and features in the Census Bureau's Master Address File/TIGER database. The GSS-I is a voluntary program that will help ensure a more efficient, less expensive, more accurate 2020 Census; taxpayer savings in reducing pre-census nationwide address canvassing; and data currency by capturing new addresses that become part of the statistical frame for censuses and surveys. Further information on the GSS-I may be found at our webpage at http://www.census.gov/geo/www/gss.

We appreciate the geospatial data file you provided last year for Kendall County. Your county was selected for a second round of updating in the MAF/TIGER database if a newer file exists. I have reviewed the data and disclaimers at http://gis.co.kendall.il.us/publicly_available_features.aspx (which is a very impressive, well-designed site!) Because we are a federal agency, there are certain statements in the disclaimers that we are limited in agreeing to. We are providing the attached amendments to the Terms of Use for the road centerlines and site addresses that we would like to have signed and returned to us so that we may proceed with using your data to update the MAF/TIGER database.

If these amendments do not meet your needs, please let me know -- we could, alternatively, provide a Memorandum of Understanding to help facilitate an acceptable data exchange between Kendall County and the Census Bureau.

We look forward to working with you (again) on the GSS-I. Thank you for your efforts in helping the Census Bureau acquire current geospatial data for the GSS-I that will help ensure better quality census data for your county throughout the decade.

Sincerely,

Linda

Linda Gray
Geographer, U.S. Census Bureau
1111 W. 22nd Street, Suite 400
Oak Brook, IL 60523
(630) 288-9259
linda.k.gray@census.gov
Amendment to the Kendall County, Illinois Road Centerlines Terms of Use

This amendment clarifies that, under the Terms of Use, Kendall County authorizes the Census Bureau to use the County's road centerlines data files for the Census Bureau's Geographic Support System Initiative (GSS-I).

This amendment also clarifies that the U.S. Census Bureau (a federal agency) is not subject to the laws of the State of Illinois. Any provisions that state otherwise are hereby stricken from the Terms of Use.

Finally, this amendment clarifies that the Census Bureau agrees to recognize and honor the copyrights and other intellectual property claims of Kendall County, Illinois to the extent such claims are permitted by law. The provision restricting distribution could conflict with the Census Bureau's obligations under federal law, including obligations imposed by the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and such provision is hereby stricken from the Terms of Use.

All other terms of the original Terms of Use remain unchanged.

Signature

Name

Title

Organization

Date

Signature

Name

Title

Organization

Date
Amendment to the Kendall County, Illinois Site Addresses Terms of Use

This amendment clarifies that, under the Terms of Use, Kendall County authorizes the Census Bureau to use the County's site addresses data files for the Census Bureau's Geographic Support System Initiative (GSS-I).

This amendment also clarifies that the U.S. Census Bureau (a federal agency) is not subject to the laws of the State of Illinois. Any provisions that state otherwise are hereby stricken from the Terms of Use.

Finally, this amendment clarifies that the Census Bureau agrees to recognize and honor the copyrights and other intellectual property claims of Kendall County, Illinois to the extent such claims are permitted by law. The provision restricting distribution could conflict with the Census Bureau's obligations under federal law, including obligations imposed by the Freedom of Information Act (FOIA), 5 U.S.C. § 552, and such provision is hereby stricken from the Terms of Use.

All other terms of the original Terms of Use remain unchanged.

________________________________________  __________________________________________
Signature                                                                                     Signature

________________________________________  __________________________________________
Name                                                                                         Name

________________________________________  __________________________________________
Title                                                                                        Title

________________________________________  __________________________________________
Organization                                                                                Organization

________________________________________  __________________________________________
Date                                                                                         Date
Call to Order
The Economic Development Committee met at 8:30 a.m. and was called to order by Chairman Dan Koukol.

Roll Call
Committee Members Present: Judy Gilmour - here, Scott Gryder - here, Dan Koukol - here, Lynn Cullick - here

Committee Members Absent: Matthew Prochaska

Others Present: Andrész Beltran, Jeff Wilkins, Angela Zubko

Approval of Agenda - Member Gryder made a motion, seconded by Member Cullick, to approve the meeting agenda. With all members voting aye, the motion carried.

Approval of Meeting Minutes - Member Cullick made a motion, seconded by Member Gilmour, to approve the February 27, 2015 meeting minutes. With all members voting aye, the motion carried.

New Business – Jeff Wilkins introduced the new Economic Development Coordinator, Andrész Beltran, and said they met with the KEDA group yesterday, and that Mr. Beltran will meet with and shadow the KEDA members individually to learn their needs, the direction that each is pursuing, and how the county can assist in their efforts.

Jeff Wilkins said that Mr. Beltran will work closely with Waubonsee and make retention calls for local businesses.

Mr. Wilkins said that they have reserved White Tail Conference Center for the Kendall Economic Alliance Business Forum on Wednesday, September 23, 2015 at 7:30a.m. Mr. Wilkins said that this will be a fundraiser for the KEDA members.

Mr. Wilkins announced there will be a Job Resource Fair at the Waubonsee Plano Campus is scheduled for June 19, 2015 from 9:30a.m. – 1:00p.m. Mr. Koukol said that Waubonsee wanted the partnership with Kendall County to promote the Plano Campus and to draw students from Kendall County.

Kendall County EDC will have an information table at the Sugar Grove Campus Job Fair on Friday, April 24, 2015 from 9:30a.m.-1:00p.m.

Metro Chicago Exports – Mr. Wilkins reported that he met with the new Executive Director last week. The new Director plans to continue meeting with local community leaders.

Old Business – Angela Zubko asked about the CMAP Industrial Market Analysis Grant – Mr. Wilkins said he needs to contact them for the status.
Chairman's Report – Chair Koukol briefed the committee on several local businesses that are having success with gambling machines, which also benefits the county.

Mr. Koukol reported there is one person interested in a revolving loan for a restaurant locally. The person has discussed options with Mr. Wilkins, and plans to submit an application next week.

Mr. Koukol also briefed the committee on a possible manufacturing loan for a local businessman. Mr. Koukol will continue researching the application and update the committee at a future meeting

Public Comment – None

Executive Committee – None

Adjournment

With no further business to discuss, Member Gryder moved to adjourn. The motion was seconded by Member Cullick. There being no objection, the Economic Development Committee at 9:10 a.m., adjourned.

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
Call to Order
The Budget and Finance Committee met at 3:30 p.m., and was called to order by Chair John Purcell.

Committee members present: Matthew Prochaska, Bob Davidson, John Purcell, Scott Gryder (arrived at 4:02 p.m.), Elizabeth Flowers (arrived at 4:17 p.m.)

Others Present: Jason Andrade, Keith Bielema, Latreese Caldwell, Steve Curatti, Debbie Gillette, Tom Thomas, Dr. Amaal Tokars, RaeAnn Van Gundy, Jeff Wehrli, Jeff Wilkins

Approval of Claims
Member Davidson made a motion to forward the claims for approval in an amount not to exceed $788,412.31, second by Member Prochaska. With all members present voting aye, the motion carried.

The committee took a brief recess at 3:54 p.m. and reconvened at 4:00 p.m.

Items of Business

2015 Senior Tax Levy Applicant Presentations – John Purcell reviewed the Senior Tax Levy presentation and grant procedure, the requested amounts, the available levy amount, and encouraged the committee to ask questions of the presenters.

Fox Valley Family YMCA/Request: $7,000 – Stephanie Wayne explained that the YMCA offers land and water exercise programs for all Kendall County seniors. They offer reduced rates to all seniors, but offer additional grants if needed. They also offer monthly trips, weekly classes and monthly social activities for seniors as well. Ms. Wayne stated that they have recently incorporated documentation of more measurable outcomes to better provide information when requesting funding from Kendall County.

Ms. Wayne reported the number of senior County users served in 2014 was 8,834 with Yorkville, Plano and Sandwich are the municipalities that utilize the YMCA most often.

Kendall County Health Department/Request: $59,178 – Presenters included Dr. Amaal Tokars, Jason Andrade, Steve Curatti, and Keith Bielema. Dr. Tokars said that the senior service levy is most helpful in assisting seniors to remain in their homes.

Steve Curatti informed the committee of the KC Health Department Transitions program partnerships including Senior Service Association, Oswego Senior Center, Fox Valley Visiting
Nurses, The Alzheimer’s Association, Rose Terrace and Kendall Drive Senior Apartments, Presence Mercy Hospital, Rush-Copley Hospital, Prairie State Legal Services, local law enforcement agencies, clergy and local churches, senior housing authorities, the KC State’s Attorney’s Office, as well as Kane County and DeKalb County Health Departments. Mr. Curatti stated that these partners meet at the HHS once a month and share ideas, resources concerns, etc.

Keith Bielema, Transition Program Director, provided two examples of client cases showing progress that was achieved with education, outreach, resources, assistance, and service provided through the Health Department Transition Program and collaboration with other local senior services organizations.

**Fox Valley Older Adult Services/Request: $60,000** - Cindy Worsley, Executive Director, stated that FVOAS has been in existence since 1992. Ms. Worsley indicated they currently operate an adult day service program with two different facilities, one in Aurora and one in Plano. They are starting a new program with the adult day program this year using the Montessori methods with those exhibiting signs of dementia. Ms. Worsley reported they have found that dementia patients respond well to Montessori methods, and have shown marked response to this type of treatment. She said research in this area continues throughout the United States and Europe.

The second program offered by Fox Valley Older Adult Services is the in-home program available to those individuals 60 years and older, and also to those on state support/public aid. The FVOAS aides come to these homes 2-27 hours per week and assist the clients with non-medical activities, responsibilities or household chores. Having someone to assist with basic non-medical service has proven to be vital in enabling these seniors to remain in their homes.

The in-home service provides weekly service to clients in their homes, and the adult day service program operates in local facilities where clients are transported to those facilities each day. Ms. Worsley said that monies from Kendall County are primarily used to cover mileage for the aides serving Kendall County senior residents, which is a substantial cost to the program.

Ms. Worsley updated the committee on the new electronic visit verification software program that they began using this year. The software requires aides to log-in when they arrive at a clients’ residence, for each service provided while the aide is in the home, and when the aide leaves the residence. Ms. Worsley explained that although this is a state requirement, there has been no additional funding provided by the state to cover the additional cost to FVOAS. The monthly fee for this software is $1400, and the initial cost for the software program installation was $10,000.

Ms. Worsley said that because of the recent budget cuts approved by the State House and Senate this week, the 2.25% cut to the Fox Valley Older Adult Services program will be approximately $2500.
Community Nutrition Network/Request: $30,000 – Cindy Helland, Director, and Louise Maritato, Kendall County Manager, provided background information on the organization, and on services provided, including wellness checks and delivery of meals to homebound senior client homes throughout Kendall County. There has been an increase in clients requesting second daily and weekend meals. Clients are asked to pay a suggested donation per meal, many of these seniors are unable to pay for these meals, and no senior is refused service in the program if they are unable to pay. The cost of $10 per meal includes transportation costs. Clients are assessed by the KC Health Department prior to enrollment in the program.

The committee took a brief recess at 5:02 p.m. and reconvened at 5:25 p.m.

VNA Health Care/Request: $15,000 – Ann Cheverton, Vice President of Care Coordination and Clinical Evaluation and Chrissie Howorth, Vice President of Philanthropy and Business Relations provided information and background history on the organization by saying, VNA Health Care has providing care for the under and under-served since 1918, and has 9 health centers in the Fox Valley area. Ms. Howorth said that home health care is at the core of their organization. VNA was the first agency in Illinois given a license in the State of Illinois to provide in-home care within a multi-disciplinary team of physicians, pharmacists, nurses, therapists, social workers, and case managers.

Ms. Cheverton said that the need for in home care has increased tremendously in the last 10 years, and that “baby boomers” born in the late 50’s and early 60’s will soon entering the age of needing these basic services. Chronic disease management is on the rise among seniors, especially in the areas of diabetes and heart disease.

Ms. Cheverton said that home health care through VNA includes the physician, physician assistant and/or nurse in-home visits. Ms. Cheverton shared that what is unique about VNA is the extent of the resources available through the organization in addressing any gaps in the care of in-home clients because of their vast network of healthcare providers and specialists. Chronic care and chronic disease care gaps, those gaps after hospitalization, rehab, home-health or therapy care are now being recognized by the government and realizing that chronic disease and chronic disease management isn’t addressed or paid for by anyone.

Prairie State Legal Services/Request: $8,500 – Kathryn Bettcher, Managing Attorney of Fox Valley office, and Kathleen Finn, Staff Attorney for Kendall County, provided background information on the not-for-profit organization that has a goal of trying to remove barriers from seniors, 60 years and older, that might hinder their independency and living at home. Ms. Bettcher stated there are currently eight attorneys in the Fox Valley office that provide services to Kendall, Kane and DeKalb County seniors, and can assist with research and provide various other resources.

Ms. Finn reported there are numerous legal issues that seniors face on a daily basis including guardianship, consumer counseling, food stamp issues, elder abuse situations, and counseling regarding foreclosure issues. Ms. Finn meets with clients at the KC Health Department at least twice per month, at the Beecher Center at least once per month, and at the Oswego Senior
Center as needed, as well as in their homes and apartments. Clients must meet specific income guidelines to qualify for the services of PSLS. Ms. Finn said that there is a lot of collaboration with other county senior service organizations.

**Senior Services Associates, Inc./Request: $124,880** - Bette Schoenholtz, Executive Director, began by providing information on the challenges of the program, the services provided, the clients served throughout Kendall County, and the partnerships the program has with other Kendall County senior providers/organizations.

Senior Services Associates has companion, recreational, educational, and exercise programs as well as wellness activities that they operate out of the Beecher Center in Yorkville, abuse awareness, retired senior volunteer program, the transportation program, and daily meal program. They service seniors 60 years and above, and most are well into their 70’s.

**Oswegoland Seniors, Inc./Request: $41,800** – Bob Wyngard, Executive Director, explained the grants they receive, and the funds from Kendall County, Oswego Township and the Village of Oswego. Some of the partners to the program include Oswego Fire Protection District, the KC Department of Health & Human Services, Senior Services Associates, KC Veteran’s Affairs Commission, YMCA, Optimists Club, Oswegoland Park District, Oswego School District, all area health care providers, and all area senior living environments.

Mr. Wyngard reported there are 7 paid part-time workers, including 3 salaries for executive services, 4 salaries for administrative services, and two paid fitness instructors who are paid out of grant monies. The program also utilizes volunteers in every area of the organization. They have 70 different programs, and utilize 70 volunteers on a routine basis.

Mr. Wyngard said that the program does have clients that are not Kendall County residents, and during 2014, they added a transportation program to their services, and the bus is already completely paid off.

Mr. Wyngard stated the organization has raised over $100,000 in fundraising efforts in the past two years.

Discussion and final recommendations of funding allocations to agencies from 2015 Senior Social Services Property Tax Levy. Chair Purcell said the FY2015 budgeted amount was $324,500, the FY2015 requested amount is $346,358, leaving a difference of $21,858.

Member Davidson made a motion to go forward into Fiscal Year 2016 with a fund balance, second by Member Gryder. **With Members Purcell, Davidson and Gryder voting aye, and Members Prochaska Flowers voting nay, the motion carried with a 3-2 vote.**

Chair Purcell said this would leave $16,000 in a fund balance to carry forward to Fiscal Year 2016.
Member Gryder made a motion to give a 1.8 percent increase to all Senior Levy Applicant Organizations, second by Member Davidson. Discussion followed.

Member Prochaska made a motion to amend the original motion by decreasing the KC Health Department to $59,178, and increasing the Oswegoland Seniors to $39,749, second by Member Gryder.

**Roll Call Vote on the amended motion:** Member Davidson – yes, Member Flowers – no, Member Gryder – yes, Member Prochaska – aye, Member Purcell – no

With Members Davidson, Gryder and Prochaska voting aye, and Members Purcell and Flowers voting nay, the amended motion passed by a 3-2 vote.

**FINAL RECOMMENDATIONS**

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Member Purcell made a motion to forward the final recommendations for the senior levy awards in the amount of $308,380 to the County Board for approval, second by Member Gryder.

**Roll Call Vote:** Member Gryder – yes, Member Prochaska – no, Member Flowers – no, Member Davidson – yes, Member Purcell – yes

With Members Gryder, Davidson and Purcell voting aye, and Members Flowers and Prochaska voting nay, the motion passed by a 3-2 vote.
Member Davidson made a motion to forward the final recommendations in the form of a resolution to the County Board for approval, second by Member Gryder.

Roll Call Vote: Member Flowers – no, Member Gryder – yes, Member Prochaska – no, Member Purcell – aye, Member Davidson – yes

*With Members Gryder, Purcell and Davidson voting aye, and Members Flowers and Prochaska voting nay, the motion passed with a 3-2 vote.*

**Other Items of Business**

- *FY 2015 Budget Discussion* – item tabled to the next meeting
- *FY 2016 Budget and Levy Discussion* - item tabled to the next meeting

**Items for County Board**

- *Recommend approval of claims in an amount not to exceed $788,412.31*
- *Recommend approval of funding allocations to agencies from 2015 Senior Social Services Property Tax Levy*

**Executive Session** – None needed

**Adjournment** – Member Gryder made a motion to adjourn, second by Member Prochaska. With all members voting aye, the meeting adjourned at 7:29p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2015-

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2014 SENIOR CITIZEN SOCIAL SERVICES LEVY

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

WHEREAS, the Kendall County Board has appropriated $324,500 for grants to agencies to benefit the senior citizens in Kendall County; and

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

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2014, Fiscal Year 2015 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

- Community Nutrition Network $16,797
- Kendall County Health Department $59,178
- Fox Valley Older Adult Services $55,226
- Fox Valley YMCA $1,118
- Oswego Land Seniors, Inc. $39,749
- Prairie State Legal Service $7,126
- Senior Services Associates, Inc. $121,142
- VNA Health Care $8,144

Approved and adopted by the County Board of Kendall County, Illinois, this 8th day of April, 2015.

Attest:

Scott R. Gryder
Acting County Board Chairman

Debbie Gillette
County Clerk/Recorder
COUNTY OF KENDALL ILLINOIS
JUDICIAL LEGISLATIVE COMMITTEE
Wednesday, March 25, 2015
Courthouse Jury Assembly Room
807 W. John Street, Yorkville IL

Meeting Minutes

Call to Order
The Judicial Legislative Committee met and was called to order by Chair Matthew Prochaska at 3:30 p.m.

Roll Call
Committee Members Present: Judy Gilmour – here, Dan Koukol – here, Matt Prochaska - here, Bob Davidson – yeah, John Purcell - yes
Also Present: Vickie Chuffo, Marlene Diehl, Chief Judge Tim McCann, Nicole Swiss, Tina Varney, Eric Weis

Approval of Minutes – Member Koukol made a motion to approve the February 25, 2015 minutes, second by Member Davidson. Minutes adopted with all in agreement.

Status Reports

Circuit Clerk – Marlene Diehl, Chief Deputy Circuit Clerk reported they are still down two employees and will begin interviews in the next week or so.

Courthouse – Judge Tim McCann stated the house passed two bills yesterday which would resolve the funding issues for the court reporters, and the bills will go to the Senate tomorrow.

Court Reporters – Judge McCann said he was required to develop plans to implement workforce reductions in the event that there was no action taken by the state and funding restored. Judge McCann said that all four court reporters have been notified that if funding is not restored, they will all be furloughed to half-time status. Judge McCann said these are not county employees, and will not affect the county budget. Judge McCann said in the event the funding wouldn’t be restored, he would run out of funds for court reporter salaries as of the first week of May 2015. He awaits the decision by the senate on March 26, 2015 before making any decisions or taking action.

Progress with Drug Court – Judge McCann reported they will not be implementing a drug court at this time; however they will continue to take steps towards the potential implementation of the drug court in the future. They are internally realigning some court calls so that cases that might be considered drug court cases will be placed on a single
call before a single judge on a single day of the week. They are trying to determine whether there are enough sustainable cases to move forward to the next step.

Judge McCann reported they have received a $15,000 drug court planning grant from the State of Illinois. If they receive the funds it will allow them to hire a drug court consultant and a drug court evaluator.

They have now realigned and set-up their new jury commissioners in compliance of state statute. The state Statute states that jury commissioners are to be considered as elected officials when setting salaries, they have a three year rotating appointments, and we are required to set them for all three years prior to the commencement of their term.

**Court Security** – Chief Deputy Koster reported they are beginning to implement a new cross-training program, with different rotation and deputies coming from the corrections division.

**Court Services/Probation** – Tina Varney distributed the monthly reports for Juvenile Placement and Juvenile Detention, and said the detention was below for February. One minor in placement for an additional 9 months or so. Ms. Varney said the Pre-Trial program is continuing and last week began practice interviews with some of the people at the jail. She praised the Sheriff, Undersheriff and Corrections Commander for their accommodation and assistance to the Pre-Trial staff in the training. They anticipate going live with the program on April 1st.

Ms. Varney reported the AOSE notified them that Probation will receive an additional $33,000 from the state for fiscal year 2015.

**Public Defender** – Vickie Chuffo distributed the monthly report and stated there was an increase in the felony, juvenile and delinquency appointments in February.

**Sheriff's Office** – Sheriff Baird reported that in working with the State's Attorney's Office regarding an ordinance regarding pawn shops, the county does not have the authority to pass an ordinance similar to those of the municipality, so they will rest on the state laws that are in place currently unless they discover a problem, they will report back to this committee.

**State's Attorney** – State's Attorney Eric Weis reported the planning grant will be presented for approval at the April 8th County Board meeting.

**Legislative Report and Update** – Jeff Wilkins reported the Local Government Distributed Fund is still in tack for FY15 through June 30, 2015.

**Cook and Collar Counties 2015 Legislative Program** – Mr. Wilkins said that ISCBM sent a notice that the governor's budget passed the house, and that the local distributive fund for fiscal year 2015 was left intact and will be effective until June 20, 2015.
Mr. Wilkins said there are four areas in the legislative program agenda that the county board chairs determined:

- Subsequent Opportunities for Participation in Drug Courts
- Wireless Surcharge for E-911
- Electronics Recycling Funding
- Court Services Fees

Chair Prochaska updated the committee on some of the bills currently under consideration that would have an impact on the county:

- Senate Bill 59 Rollback of Juror Fees
- Senate Bill 807 Public Budget Hearing
- House Bill 229 Dissolving local Governmental Units
- House Bill 260 Stipend Reduction
- House Bill 303 Severance Agreements subject to the FOIA
- House Bill 365 Restoring of 10% of LGDF by 2025
- House Bill 435 Required Website and copies of all Minutes
- House Bill 2474 Public Budget Hearing
- House Bill 3090 Publish in newspapers in our own borders
- House Bill 3811 PTELL and amending property tax limitation law to take out IMRF payments from the pension cap

Old Business

New Business

Items for COW

- **The Turnaround Agenda – Local Government Empowerment and Reform**

Actions Items for County Board – None

Public Comments - None

Executive Session – None Needed

Adjournment – A motion was made by Member Koukol, second by Member Gilmour to adjourn the Judicial Legislative Committee at 4:10p.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
MEETING MINUTES

Call to Order – The meeting was called to order by Chair Jeff Wehrli at 4:00p.m.

Roll Call
Committee Members Present: Matthew Prochaska - here, Lynn Cullick - here, Jeff Wehrli - here, Elizabeth Flowers (arrived at 4:14p.m.). A quorum was established to conduct committee business.

Committee Members Absent: John Purcell

Others present: Anna Friedman, Jeff Wilkins (arrived at 4:23p.m.)

Approval of Agenda – Motion made by Member Prochaska to approve the agenda, second by Member Cullick. With all in agreement, the motion carried.

Approval of Meeting Minutes – Member Cullick made a motion to approve the February 18, 2015 meeting minutes, second by Member Prochaska. With all in agreement, the minutes were approved.

Review of Census Log – Anna Friedman presented the Census Log to the Committee:

FEBRUARY 2015 - DOGS
Intakes 15 Adopted 3 Transferred 2
Reclaimed 12 Euthanized 0

FEBRUARY 2015 - CATS
Intakes 1 Adopted 5 Transferred 4
Reclaimed 0 Euthanized 0

MARCH 2015 - DOGS
Intakes to date 9 Adopted to date 3 Transferred 1
Reclaimed to date 5 Euthanized 0

MARCH 2015 - CATS
Intakes to date 2 Adopted to date 1 Transferred 0
Reclaimed to date 0 Euthanized 0
DOGS CURRENTLY IN SHELTER
Total Dogs Available for Adoption: 7    Total Unavailable Dogs: 6

CATS CURRENTLY IN SHELTER
Total Cats Available for Adoption: 4 (2 adults, 2 kittens) Total Unavailable Cats: 2 (1 cat, 1 kitten)

Review of Bite/Euthanasia Report – Ms. Friedman reviewed the report with the committee and reported a total of 10 bites, with 7 canine bites and 2 cat bites and 1 parrot bite in February.

There were 0 dogs and 0 cats euthanized in the month of February.

Operations Report – Ms. Friedman said there were 88 visitors in February.

Events and Media
3/21 Multi-Agency Adoption Event at Country Comfort
4/14 Volunteer Orientation

Accounting Report – Jeff Wilkins did not have the monthly reports available, and said he will email the reports to the committee.

Old Business - None

New Business

- **Comparison Ages for Unaltered Fees** – Anna Friedman said that Kendall County has different fees for unaltered versus altered animals. Ms. Friedman reviewed the state statute and the fee structure, and comparisons for other county animal control facilities. There was consensus by the committee to not make any changes at the current time.

- **Reclaim Policy Amendment** – Anna Friedman reviewed the current reclaim policy which is part of the Animal Control Standard Operating Procedures manual. Ms. Friedman is asking that the wording be changed from “owner of a stray animal to the owner of an impounded animal”.

Member Cullick made a motion to change the wording in the Standard Operating Procedure manual, second by Member Flowers. **With all in agreement, the motion carried.** Ms. Friedman will update the manual and it will be changed on the Animal Control website.

- **SB1735 Impoundment – Large Animals** – Anna Friedman stated that this bill does not currently apply to Kendall County Animal Control since we have never impounded large animals, and do not have a site to house large animals.
HB4000 Humane Animal Euthanasia – Kendall County Animal Control does not perform any euthanasia’s at the facility, and does not have any staff qualified to perform euthanasia procedures.

SB1362 Animal Control – Database – Ms. Friedman stated that some of the suggestions, such as posting fees, would apply to Kendall County Animal Control and could be implemented easily.

Executive Session – None Needed

Action Items for the County Board - None

Public Comment – There was a citizen that voiced concern with animals roaming free in her neighborhood. Chairman Wehrli advised the citizen to contact Planning, Building and Zoning for information on the zoning ordinances for her area.

Adjournment – Member Prochaska made a motion to adjourn the meeting, second to the motion by Member Cullick. With all in agreement, the meeting was adjourned at 4:36 p.m.

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

ROLL CALL
Committee Members Present: Judy Gilmour – here, Dan Koukol – present, Matthew Prochaska – present, John Purcell (arrived at 9:03 a.m.)

Committee Members Absent: Elizabeth Flowers

Others Present: Megan Andrews, KC Soil & Water, Brian Holdiman, Planning Building & Zoning, Dr. Amaal Tokars, Executive Director, Kendall County Health Department, and Jeff Wilkins, County Administrator (arrived at 9:55 a.m.)

APPROVAL OF MEETING MINUTES – Member Gilmour made a motion to approve the November 17, 2014 meeting minutes, second by Member Prochaska. **With all in agreement, the motion carried.**

STATUS REPORTS

☐ Health Department – Dr. Amaal Tokars presented the KC Health Department Annual report, including the various programs, services provided to county residents, and person-based and population-based mission, the vision statement, and the strategic plan priorities of the Health Department.

Dr. Tokars briefed the committee on the Community Health Assessment. Dr. Tokars said that this is done every 5 years, and that many community partners, including local schools, local churches, health entities, law enforcement, are invited to participate. The analysis is not complete, but will be presented to the committee in May.

Dr. Tokars said that they are conducting an ethnographic assessment in the county, and will spend time interviewing citizens at public locations including manufacturing, retail, laundromats, and fitness centers. The interviews are scheduled with the facilities, but not with the individuals being interviewed.
The primary questions focus on the areas of:

Physical Health
Community Health
Mental Health
Emergency Preparedness

The interviews are currently being conducted, and the Community Themes and Strengths Assessment will be presented on Thursday, May 28, 2015 at 5:00p.m. at the Health Department.

Dr. Tokars briefed the committee on the upcoming Composting seminar on March 20, 2015 at the Kendall County Health Department. This is part of the Professional Seminar Series presented by the Kendall County Health Department.

- **Soil & Water** – Megan Andrews briefly reviewed the schedule for the next few months. Ms. Andrews reported they recently had their annual luncheon and awards presentation.

  Ms. Andrews reported the KC Soil & Water Conservation was notified they will not receive any cost-share funds for the remainder of the fiscal year 2015. Ms. Andrews said they are reviewing their annual budget, and assessing how they can continue to provide services to the county. They are also working on their next 5-year plan.

  Ms. Andrews updated the committee on the current activities and educational classes scheduled in local schools and throughout the community. Ms. Andrews also provided a brief overview of last year’s activities, classes and programs.

  Discussion on retention ponds throughout the county. Ms. Andrews said the ponds low water levels could be a result of last year’s drought.

- **Water Related Groups** – No report

**OLD BUSINESS** – None

**NEW BUSINESS**

- **May Rain Barrel Month Proclamation** – Member Purcell made a motion to forward the May Rain Barrel Month Proclamation to the County Board at the April 8, 2015 County Board meeting, second by Member Prochaska. **With all in agreement, the motion carried.**
Nuisance Ordinances – Brian Holdiman presented the county nuisance ordinances to the committee, and said that he has also discussed the issues with the Planning, Building and Zoning committee. Mr. Holdiman would like to have a work group formed to review these ordinances, recommend any changes or updates to the ordinances and to create a uniform, consolidated process county-wide. Mr. Holdiman will contact the Sheriff’s Office, and State’s Attorney’s Office for input and consultation on the current ordinances.

Mr. Holdiman reviewed the process of how complaints are handled and who is involved in the process and resolution of issues/complaints. Mr. Holdiman said the reason for reviewing the ordinances, and the formation of a work group is to coordinate the direction of enforcement of county ordinances, and to update the ordinances, clearly clarify the centralization of the responsibility and implementation of county ordinances, the research and collaboration of the ordinance, and the citation process.

Mr. Holdiman will bring recommendations to the May Health & Environment Committee meeting.

PUBLIC COMMENT – None

ACTION ITEMS

➤ Approval of the May Rain Barrel Month Proclamation

EXECUTIVE SESSION – None Needed

ADJOURNMENT – Member Koukol made a motion to adjourn the meeting, Member Prochaska seconded the motion. With all in agreement, the meeting was adjourned at 10:14 a.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Celebrate spring with us!

May is Rain Barrel Month
In Kendall County and

(insert community)!!

Order yours today!

Sponsored by:
The Conservation Foundation (TCF)
Ph. 630-553-0687 x204

&

Kendall County Soil and Water Conservation District (SWCD)
Ph. 630-553-5457 x3
**PROCLAMATION**

Kendall County
Rain Barrel Month
May, 2015

(Resolution # __________________)

Whereas, water is a valuable, limited natural resource; and

Whereas, municipal and rural residents in _____________ depend on water for numerous home and commercial uses; and

Whereas, conserving and protecting water supplies is of benefit to all residents of ______________; and

Whereas, many residents are interested in methods to personally practice conservation of this valuable resource; and

Whereas, for every 100 square foot of roof area, one inch of rain generates approximately 60 gallons of rainwater runoff; and

Whereas, wasteful runoff of rainwater from homes and other buildings into storm sewers or other drainageways can add to the damaging and overwhelming stormwater volumes in our natural waterways; and

Whereas, collecting rainwater is one type of best management practice to reduce stormwater runoff; and by redirecting and collecting rainwater runoff from buildings, it can be available for more productive, cost-efficient uses; and

Whereas, rain barrels are an economical, convenient method of collecting rainwater runoff for future uses; and

Whereas, The Conservation Foundation (TCF) and the Kendall County Soil and Water Conservation District (SWCD), in cooperation with local communities, such as _________________, promote the reduction of off-site stormwater runoff and best management practices to redirect and conserve rainwater; and

Whereas, TCF, SWCD and _________________ encourage homeowners and businesses to implement methods such as rain barrels to capture and efficiently use rainwater; and

Whereas, _________________ endorses such best management practices to help protect our local water resources and wishes to promote the use of such practices to its residents;

Be it Hereby Resolved, _________________ proclaims the month of May, 2015 as Rain Barrel Promotion month in _________________.

Passed and adopted by _________________ on this ___ day of _____, 2015.

John a. Shaw, County Board Chair

Attestsealed:

Debbie Gillette, County Clerk/Recorder
VIA UPS

March 18, 2015

Kendall County
111 West Fox Street
Yorkville, IL 60560
Attn: Mr. Jeff Wilkins, County Administrator
(630) 553-4171

Kendall County Courthouse
Office of Kendall County State’s Attorney
807 West John Street
Yorkville, IL 60560
Attn: Mr. Eric Weis, Kendall County State’s Attorney
(630) 553-4157

Re: Host Agreements among the County of Kendall, an Illinois municipal corporation (the “County”), Kendall Land and Cattle, LLC, an Illinois limited liability company (“KLC”), and Waste Management of Illinois, Inc., a Delaware corporation (“WMIL”).

To Whom It May Concern:

KCL, WMIL, and the County are parties to the following agreements (the “Agreements”):

1. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005151;

2. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005146;

3. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005144;

4. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005154;

5. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005150;

6. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005153;
7. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005147;

8. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005145;

9. Host Agreement, a memorandum of which was recorded in Kendall County on February 13, 2007 as Document 200700005148;

WMIL has recently entered into a sale agreement for the farm acreage affected by the memoranda. WMIL has ordered a title commitment for the properties and the memoranda appear as title exceptions. This letter shall serve as notification to the County that the Landfill (as defined in each the Agreements) has not become operational and as confirmation that there is no Host Agreement in place. As a result, in accordance with Section 1.4 of each of the Agreements, each of the Agreements shall expire on the date that is 30 days from the date of this letter.

Please feel free to contact us with any questions.

Sincerely,

WASTE MANAGEMENT OF ILLINOIS, INC.,
a Delaware corporation

By: _____________________________
   Its: Authorized Representative
   (630) 572-2492
SPECIAL WARRANTY DEED

The Grantor, WASTE MANAGEMENT OF ILLINOIS, INC., a Delaware corporation having an address at 720 E. Butterfield Road, Lombard, Illinois for and in consideration of Ten and no/100 ($10.00) Dollars, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby GRANT and CONVEY to KEATING LOGISTICS LLC, a Delaware corporation having an address at 719 Shady Avenue, Geneva, Illinois, the Grantee, the following described real estate, to wit:

SEE EXHIBIT A ATTACHED HERETO AND MADE A PART HEREOF

Permanent Real Estate
Index Numbers: (see Exhibit A attached hereto)

Address of Real Estate: 781 acres of agricultural land south of White Willow Road and vacated Church Road, Minooka, Illinois

TOGETHER WITH all and singular the hereditaments and appurtenances thereunto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim or demand whatsoever of the Grantor either in law or equity of, in and to the above described premises, with the hereditaments and appurtenances: TO HAVE AND TO HOLD the said premises as above described with the appurtenances unto the Grantee, its successors and assigns forever.

And the Grantor, for itself and its successors, does covenant, promise and agree to and with the Grantee, its successors and assigns, that it has not done or suffered to be done anything
whereby the said premises hereby granted are, or may be, in any manner encumbered or charged, except as herein recited; and that it will WARRANT AND DEFEND the said premises against all persons lawfully claiming, or to claim the same, by through or under Grantor, but not otherwise, SUBJECT TO those exceptions listed on Exhibit B attached hereto and made a part hereof.

The real estate conveyed herein shall not be used for any purpose related to the waste industry including, but not limited to, the hauling, processing, transferring, storage, recycling or disposal of municipal solid waste or hazardous waste. These restrictions are declared to be covenants running with the land in perpetuity commencing with the date of this deed, and shall be fully binding upon all persons or entities acquiring title to the real estate whether by descent, devise, purchase or otherwise.

(remainder of page intentionally blank)

signature on following page)
IN WITNESS WHEREOF, Grantor has caused this instrument to be signed this ___ day of March, 2015.

WASTE MANAGEMENT OF ILLINOIS  
a Delaware corporation

By: ________________
Name: James A. Wilson  
Title: Vice President

STATE OF ILLINOIS  
)  
)SS:
COUNTY OF _____

I, the undersigned, a notary public in and for said county and state, do here by certify that JAMES A. WILSON, personally known to me to be a Vice President of WASTE MANAGEMENT OF ILLINOIS, a Delaware corporation, and personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before this day in person and acknowledged that he signed and delivered the said instrument as Vice President pursuant to authority given by the Board of Directors of said corporation as his free and voluntary act, and as the free and voluntary act of said corporation, for the uses and purposes set forth therein.

Witness my hand and notarial seal, this ___ day of March, 2015.

My commission expires: ______________ Notary Public

Send subsequent tax bills to:

__________________________
__________________________
__________________________
EXHIBIT A

Legal description of the real estate

THE SOUTH 13 RODS OF THE WEST 13 RODS OF THE SOUTHWEST QUARTER OF SECTION 25, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS

08-25-300-001

PART OF THE WEST HALF OF SECTION 26, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER, THENCE EASTERNLY ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER 1423.52 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES 00 MINUTES 00 SECONDS, MEASURED TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, 700 FEET FOR THE POINT OF BEGINNING, THENCE SOUTHERLY ALONG THE LINE OF THE LAST DESCRIBED COURSE, 700 FEET TO SAID SOUTH LINE; THENCE EASTERNLY ALONG SAID SOUTH LINE, 813 FEET; THENCE NORTHERLY ALONG A LINE WHICH FORMS AN ANGLE OF 89 DEGREES, 00 MINUTES 00 SECONDS, MEASURED TO THE LEFT OF THE PROLONGATION OF THE LAST DESCRIBED COURSE, 700.00 FEET TO A LINE DRAWN FROM THE POINT OF BEGINNING WHICH IS PARALLEL WITH SAID SOUTH LINE, THENCE WESTERNLY PARALLEL WITH SAID SOUTH LINE, 813.00 FEET TO THE POINT OF BEGINNING, IN LISBON TOWNSHIP, KENDALL COUNTY, ILLINOIS.

08-26-300-004

THE NORTHEAST QUARTER OF SECTION 35 TOWNSHIP 35 RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE NORTH 350.00 FEET OF THE WEST 822.28 FEET OF THE EAST 903.26 FEET OF SAID NORTHEAST QUARTER, KENDALL COUNTY, ILLINOIS.

08-35-200-002

08-35-200-003

THE SOUTHEAST QUARTER, EXCEPT THE EAST SEVENTY (70) ACRES THEREOF, OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

08-35-400-002

THE EAST 70 ACRES OF THE SOUTHEAST QUARTER OF SECTION 35, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

08-35-400-003

THE NORTH 165 FEET OF THE WEST 132 FEET OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS.

08-36-100-003

THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN EXCEPT THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, AND ALSO EXCEPT THE NORTH 165.00 FEET OF THE WEST 132.00 FEET THEREOF, IN KENDALL COUNTY, ILLINOIS.

08-36-100-004
COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN; THENCE SOUTH 89° 57' 34" WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 908.41 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 00° 45' 15" WEST FOR A DISTANCE OF 444.53 FEET; THENCE SOUTH 89° 57' 34" WEST FOR A DISTANCE OF 490.00 FEET; THENCE NORTH 00° 45' 15" EAST FOR A DISTANCE OF 444.53 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 89° 57' 34" EAST ALONG SAID NORTH LINE FOR A DISTANCE OF 490.00 FEET TO THE POINT OF BEGINNING, CONTAINING 5.00 ACRES, MORE OR LESS, ALL LOCATED IN THE NORTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF KENDALL, STATE OF ILLINOIS.

08-36-100-005

THE EAST 100 ACRES OF THE NORTHWEST QUARTER OF SECTION 36, (EXCEPT THE EAST 857.54 FEET THEREOF, AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: COMMENCING AT THE NORTHEAST CORNER OF THE NORTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 88 DEGREES 43 MINUTES 19 SECONDS WEST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER FOR A DISTANCE OF 908.41 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION; THENCE SOUTH 00 DEGREES 29 MINUTES 00 SECONDS EAST FOR A DISTANCE OF 444.53 FEET; THENCE SOUTH 88 DEGREES 43 MINUTES 19 SECONDS WEST FOR A DISTANCE OF 490.00 FEET; THENCE NORTH 00 DEGREES 29 MINUTES 00 SECONDS WEST FOR A DISTANCE OF 444.53 FEET TO A POINT ON THE NORTH LINE OF SAID NORTHWEST QUARTER; THENCE NORTH 88 DEGREES 43 MINUTES 19 SECONDS EAST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 490.00 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION), AND THE NORTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36 (EXCEPT THE SOUTH 659.63 FEET THEREOF, AND EXCEPT THE EAST 857.54 FEET THEREOF AND EXCEPT THE FOLLOWING DESCRIBED PROPERTY: BEGINNING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH 00 DEGREES 35 MINUTES 30 SECONDS EAST ALONG THE WEST LINE OF SAID SOUTHWEST QUARTER FOR A DISTANCE OF 466.71 FEET; THENCE NORTH 88 DEGREES 43 MINUTES 02 SECONDS EAST FOR A DISTANCE OF 466.71 FEET; THENCE NORTH 00 DEGREES 35 MINUTES 30 SECONDS WEST FOR A DISTANCE OF 466.71 FEET TO A POINT ON THE NORTH LINE OF SAID SOUTHWEST QUARTER OF SECTION 36; THENCE SOUTH 88 DEGREES 43 MINUTES 02 SECONDS WEST ALONG THE LAST DESCRIBED LINE FOR A DISTANCE OF 466.71 FEET TO THE POINT OF BEGINNING OF SAID EXCEPTION), ALL IN TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN IN KENDALL COUNTY, ILLINOIS.

08-36-100-007
THE EAST 857.54 FEET OF THE NORTHWEST QUARTER OF SECTION 36, AND THE EAST 857.54 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 36, (EXCEPT THE SOUTH 659.63 FEET THEREOF) ALL IN TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

08-36-100-008

THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 36 (EXCEPT THE NORTHERLY 254 FEET OF THE WESTERLY 660 FEET THEREOF); ALSO THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36; ALL IN TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF LISBON, KENDALL COUNTY, ILLINOIS, EXCEPTING THEREFROM THE WEST 250 FEET (AS MEASURED PERPENDICULARLY TO THE WEST LINE THEREOF) OF THE WEST HALF OF THE NORTHEAST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST, IN KENDALL COUNTY, ILLINOIS.

08-36-200-003

THAT PART OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHWEST CORNER OF THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN SAID POINT BEING THE POINT OF BEGINNING: THENCE NORTH 89 DEGREES 57 MINUTES 34 SECONDS EAST ALONG THE NORTH LINE OF SAID SOUTHWEST ¼ FOR A DISTANCE OF 466.71 FEET; THENCE SOUTH 00 DEGREES 30 MINUTES 02 SECONDS WEST FOR A DISTANCE OF 466.71 FEET; THENCE SOUTH 89 DEGREES 57 MINUTES 34 SECONDS WEST FOR A DISTANCE OF 466.71 FEET TO A POINT WHICH FALLS ON THE WEST LINE OF SAID SOUTHWEST ¼; THENCE NORTH 00 DEGREES 39 MINUTES 02 SECONDS EAST ALONG SAID WEST LINE FOR A DISTANCE OF 466.71 FEET TO THE POINT OF BEGINNING, ALL LOCATED IN THE SOUTHWEST ¼ OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, KENDALL COUNTY, ILLINOIS.

08-36-300-002

THE SOUTH 659.63 FEET OF THE NORTH HALF OF THE SOUTHWEST QUARTER OF SECTION 36, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN KENDALL COUNTY, ILLINOIS.

08-36-300-003
BEGINNING AT THE SOUTHWEST CORNER OF SAID SECTION 36; THENCE NORTH 00° 31' 05" WEST, 1326.04 FEET ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE NORTH 88° 47' 44" EAST, 755.58 FEET ALONG THE NORTH LINE OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 00° 31' 05" EAST, 1326.09 FEET ALONG THE EAST LINE OF THE WEST 23 ACRES OF THE SOUTH HALF OF THE SOUTHWEST QUARTER OF SAID SECTION 36; THENCE SOUTH 88° 47' 58" WEST, 755.58 FEET ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 36 TO THE POINT OF BEGINNING, CONTAINING 23.000 ACRES, SITUATED IN KENDALL COUNTY, ILLINOIS.

08-36-300-007

THE EAST 90.00 ACRES, EXCEPT THE WEST 26 ACRES OF THE FOLLOWING DESCRIBED PROPERTY: THE SOUTHWEST FRACTIONAL QUARTER OF SECTION 31 AND THE WEST HALF OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS.

09-31-400-004


09-31-400-005
EXHIBIT B
PERMITTED EXCEPTIONS

1. General real estate taxes and special assessments not yet due and payable;
2. zoning and building laws and ordinances;
3. (the Permitted Exceptions); and
4. acts done or suffered by or through Grantee or claims made by, through or under Grantee.