1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
   A. Ordinance to Amend Kendall County Ordinance 86-6 “Kendall County Raffle Ordinance”
10. Old Business
    A. Authorization to enter into a Host Community Benefits and Reimbursement Agreement with Plano Transfer Station, LLC for garbage and recycling services at County facilities and a tipping fee of $0.10 per ton
11. Standing Committee Reports
    A. Public Safety
    B. Highway
       1. Approve low quote from Central Salt, LLC to purchase 1500 tons of bulk rock salt at a total purchase price of $136,725
    C. Economic Development
    D. Finance Committee
       1. Approve claims in an amount not to exceed $1,632,619.82
       2. Approve claims in an amount not to exceed $300,205.33
    E. Animal Control
    F. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Kencom Executive Board
    B. Housing Authority
13. Chairman’s Report

Appointments
Robyn Ingemunson – Housing Authority – 5 year term - expires July 2019

Announcements
Richard Dickson – Kencom Executive Board (ETSB) – Bristol-Kendall Fire District Delegate
Michael Hitzemann – Kencom Executive Board (ETSB) – Bristol-Kendall Fire District Alternate
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, July 1, 2014 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, 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 Koukol moved to approve the submitted minutes from the Adjourned County Board Meetings of 6/3/14. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Cullick moved to approve the agenda. Member Flowers seconded the motion. Member Gilmour made a motion to remove item 9C from the agenda. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

Collective Bargaining Agreement with Correction Deputies

Item is not ready.

HIDTA Contract

Member Wehrli made a motion for the approval for the Sheriff to sign HIDTA Contract for Security Officer & Facility Manager with Michael Bobko effective June 3, 2014 to June 3, 2015 in the amount not to exceed $60,000. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

Property Tax Abatement for William Wrigley Jr Company

County Administrator, Jeff Wilkins stated that the expansion is estimated to be about $5 million; the new taxes for all of the taxing units are around $155,000 and over 75 jobs. The abatement is for 5 years for 50%, beyond the 5 years they would not appeal unless the EAV is greater that the market value that they submitted.

Member Wehrli moved to approve the real estate property tax abatement for the William Wrigley Jr Company Plant Expansion in Yorkville. Member Flower seconded the motion.

Board members discussed severability, the amount of the abatement, indemnification, and the other taxing bodies giving their support of the agreement.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell. Motion carried 9-1.

STANDING COMMITTEE REPORTS

Economic Development

Letter of Support for Chicago Metro Metal Consortium

Member Koukol read from the minutes from the June 27, 2014 meeting.
Member Koukol moved to approve the letter of support for Chicago Metro Metal Consortium’s RTA/CMap 2015 LTA Call for Projects Application. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 14-26 is available in the Office of the County Clerk.

**Finance**

**CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $708,363.49. Member Flowers seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $69,053.39, B&Z $8,195.35, CO CLK & RCDR $1,225.88, ED SRV REG $646.31, SHRFF $3,290.60, CRRCTNS $1,623.33, MERIT $750.00, EMA $372.41, CRCT CT CLK $2,172.48, JURY COMM $259.88, CRCT CT JDG $2,535.48, CRCT CT JUDGE $1,213.63, CMB CRT SRV $11,532.30, ST ATTY $1,011.26, EMPLY HLTH INS $369,343.08, PPPOST $1,155.00, OFF OF ADM SRV $2,765.10, GNRL INS BND $392.00, CO BRD $33.31, TECH SRV $1,845.68, CONTINGEN $168.00, CAP EXPEND $1,761.88, CAP IMPRV FND-EX $50,527.50, LIABL INSUR EXPS $26,531.00, CO HWY $336.95, TRNSPRT SALES TX EXP $16,770.00, HLTH & HMN SRV $60,927.31, FRST PRSRV $111,428.64, ANML CNTRL EXPNS $203.22, CO RCDR DOC STRG $171.90, HIDTA $4,343.53, SHRFF RANGE FND $165.00, CO CMSRY FND $13,975.22, CRT SEC FND $9,070.00, LAW LBRY $4,055.80, CRCT CT DOC STRG $2,014.94, CRT AUTOMA $3,647.70, CRNR $2,569.20, PRBTN SRV EXP $919.58, GIS $60.66, KAT $634.20, ENG/CNSLTNG ESCROW $495.00, FLDS OF FRM CLNY $1,928.30, VAC $13,224.29, FP BND PROC 07 $2,744.90

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

Member Purcell stated that capital plan had the original General Fund requests of $24+ million. The committee reduced an administration vehicle, the expansion of the County Office Building, and storage building and shelving for the County Clerk for about $11.5 million. The plan was stretched from 5 to 7 years but all of the requests cannot be funded. The requests will be looked at accordingly. The second Finance meeting will be July 24th at 4pm.

**Judicial/Legislative**

Member Cullick reviewed the minutes in the packet from the June 25, 2014 meeting.

**Health and Environment**

Member Gilmour reviewed the minutes in the packet from the June 16, 2014 meeting.

**Animal Control**

Member Cesich reviewed the minutes in the packet from the June 18, 2014 meeting.

**STANDING COMMITTEE MINUTES APPROVAL**

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Gryder 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 the Executive Board will meet quarterly, the next meeting will be in August.

**Housing Authority**

Member Prochaska stated that the met on June 20th and they approved an Intergovernmental Agreement with DuPage County that consists of an administrative agreement for 1 year. They submitted a report to the US Department of Housing & Urban Development. The new executive board will consist of Tom Grant – Secretary/Treasurer, Carl Gutierrez – Vice Chairman and Matt Prochaska - Chairman
CHAIRMAN’S REPORT

Appointments

Michael Garrigan – Historic Preservation Commission – 3 year term – expires June 2017
Kristine Heiman – Historic Preservation Commission – 3 year term – expires June 2017
Joseph Steffen – Newark Sanitary District – 3 year term – expires June 2017
John Palmer – Board of Health – 3 year term – expires July 2017
Donna McKay – Zoning Board of Appeals – 5 year term – expires July 2019
Randy Mohr – Zoning Board of Appeals – 5 year term – expires July 2019
Richard Thompson – Zoning Board of Appeals – 5 year term – expires July 2019
Nancy Martin – Public Building Commission – expires February 2016

Member Purcell moved to approve all 8 appointments as submitted by the Chairman. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Announcements

Kurt Schobert – Farmland Review
Gary Golinski – Kencom Advisory Board – Yorkville Delegate
Chris Funkhouser – Kencom Advisory Board – Yorkville Alternate
Ken Walker – Public Aid Appeals Committee – 2 year term – expires September 2016
Frank Carreno III – Public Aid Appeals Committee – 2 year term – expires September 2016
Jim Detzler – Public Aid Appeals Committee – 2 year term – expires September 2016
Jim Horton – Public Aid Appeals Committee – 2 year term – expires September 2016
Bob Walker – Public Aid Appeals Committee Alternate – 2 year term – expires September 2016
Mike Schoppe – River Valley Workforce Investment Board – 2 year term – expires September 2016
Dan Koukol – River Valley Workforce Investment Board – 2 year term – expires September 2016

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold Dr, Yorkville stated that in the interest of continuing the transparency initiative, maybe the board would consider a public hearing on the capital plan.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked why the Plano Transfer Station was pulled off of the agenda.

ADJOURNMENT

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

Approved and submitted this 2nd day of July, 2014.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
ORDINANCE TO AMEND KENDALL COUNTY ORDINANCE 86-6 "KENDALL COUNTY RAFFLE ORDINANCE"

(Ordinance No. 14- _) 

WHEREAS, on or about March 11, 1986, the Kendall County Board adopted Kendall County Ordinance 86-6 captioned "Kendall County Raffle Ordinance," which established a system for the licensing of organizations to operate raffles in Kendall County, Illinois pursuant to the Illinois Raffles Act; and

WHEREAS, effective June 10, 2014, Illinois Public Act 98-644 amended the Illinois Raffles Act by incorporating licensing requirements for poker runs into the statute and renaming the statute "The Raffles and Poker Runs Act"; and

WHEREAS, the Kendall County Board hereby seeks to amend the Kendall County Raffle Ordinance to also establish a system for the licensing of organizations to operate poker runs in unincorporated areas of Kendall County, Illinois, pursuant to the Illinois Raffles and Poker Runs Act, 230 ILCS 15/0.01 et seq.;

NOW, THEREFORE, BE IT RESOLVED by the County Board of the County of Kendall, Illinois, the Kendall County Raffle Ordinance is hereby amended as follows:

Article I - Definitions

Recitals. The above identified recitals are incorporated as if fully set forth herein.

Section 1. State Law.
Whenever reference herein is made to "State Law" it shall mean and refer to The Illinois Raffles and Poker Runs Act, as amended, 230 ILCS 15/0.01 et seq.

Section 2. Net Proceeds.
"Net Proceeds" mean the gross receipts from the conduct of raffles or poker runs, less reasonable sums expended for prizes, local license fees, and other reasonable operating expenses incurred as a result of operating a raffle or poker run.

Section 3. Licensing Agent.
The Raffle and Poker Run Licensing Agent for Kendall County is the Kendall County Clerk.

Section 4. Key Location.
"Key location" means the location where the poker run concludes and the prize or prizes are awarded.
Section 5. Other.
Unless the contest otherwise requires, all words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in the State Law.

Article II – Qualifications

Section 1. Applicants.
A license to operate a raffle or poker run shall be issued only to bona fide religious, charitable, labor, business, fraternal, educational, or veterans’ organizations, that operate without profit to their members, which have been in existence continuously for a period of five (5) years immediately before applying for a license, and which have had, during that entire five (5) year period, a bona fide membership engaged in carrying out their objects, or to a non-profit fundraising organization that the County determines is organized for the sole purpose of providing financial assistance to an identified individual or group of individuals suffering extreme financial hardship as the result of an illness, disability, accident or disaster.

Section 2. Waiver for Poker Runs.
The Licensing Agent may waive the five (5) year requirement for a bona fide religious, charitable, labor, business, fraternal, educational, or veterans’ organization that applies for a license to conduct a poker run if the organization is a local organization affiliated with and chartered by a national or State organization that meets the five (5) year requirement.

Section 3. No license shall be issued to:
 a) any person who has been convicted of a felony;
 b) any person who is or has been a professional gambler or gambling promoter;
 c) any person who is not of good moral character;
 d) any firm or corporation in which a person defined in (a), (b), or (c) has a proprietary, equitable, or credit interest, or in which such a person is active or employed;
 e) any organization in which such a person defined in (a), (b), or (c) is to participate in the management or operation of a raffle or poker run as defined by State Law; or
 f) any organization in which a person defined in (a), (b), or (c) is an officer, director, or employee, whether compensated or not.

Article III – Application

Section 1. Required Information.
Application forms shall be furnished by the Licensing Agent and filed with same. Said applications shall show the following:
 a) the name and address of the applicant;
 b) the time period during which raffle chances will be sold or issued or a poker run will be conducted;
 c) the date, time and location at which winning chances will be determined;
 d) the place and date of chartering or incorporation of applicant, if applicable;
e) the name, home address, telephone number, and date of birth of the presiding
officer, secretary, and raffle or poker run manager of applicant;
f) the area or areas within Kendall County in which raffle chances will be sold or
issued or a poker run will be conducted;
g) an itemized list of prizes and the retail value of each prize to be awarded in the raffle
or poker run; and
h) the price to be charged for each raffle ticket, participation voucher, or poker hand
sold.

Section 2. Sworn Statement.
The license application shall contain a sworn statement attesting to the accuracy of the
information provided and to the not-for-profit character of the prospective licensee. Said
statement shall be signed by the presiding officer, secretary, and raffle or poker run
manager of the prospective licensee.

Section 3. Single Use.
An application for a license under this ordinance is valid for one raffle or poker run only.

Section 4. Location Owner.
A licensee may rent a premises on which to determine the winning chance or chances in a
raffle only from an organization which is also licensed under this Ordinance.

A premises where a poker run is held is not required to obtain a license if the name and
location of the premises is listed as a predetermined location on the license issued for the
poker run and the premises does not charge for use of the premises.

Article IV – Regulations Governing Licensee

Section 1. Conduct of Raffles or Poker Runs.
Raffles and poker runs are subject to the following restrictions:

a) The entire net proceeds of any raffle or poker run must be exclusively devoted to
the lawful purposes of the licensee permitted to conduct that game.
b) No person except a bona fide member of the licensee organization may participate
in the management or operation of the raffle or poker run.
c) No person may receive any remuneration or profit for participating in the
management or operation of the raffle or poker run.
d) Raffle chances may be sold or issued only within the area or areas specified on the
raffle license.
e) Winning chances must be determined only at the time, date, and location specified
on the license.
f) Any person selling raffle chances or operating a poker run must carry a copy of the
license issued for the raffle or poker run.
g) A person under the age of 18 years may participate in conducting raffles or chances
or poker runs only with the permission of a parent or guardian. A person under the
age of 18 years may be within the area where winning chances in a raffle or winning
hands or scores in a poker run are being determined only when accompanied by his parent or guardian.

Section 2. Raffle or Poker Run Limits.
   a) The aggregate retail value of all prizes or merchandise awarded by a licensee in a single raffle or poker run shall not exceed $50,000.00.
   b) The maximum retail value of each prize awarded by a licensee in a single raffle or poker run shall not exceed $50,000.00.
   c) The maximum price which may be charged for each raffle chance, participation voucher, or poker hand issued or sold, shall not exceed $100.00.
   d) The maximum number of calendar days during which chances, participation vouchers, or poker hands may be issued or sold, shall not exceed 180.
   e) The license shall not be valid for more than 210 calendar days from the date of issuance of the license.

Section 3. Manager and Bond.
   a) All operation and conduct of raffles or poker runs shall be under the supervision of a single manager as designated on the license application.
   b) The manager shall give a fidelity bond in the sum of the aggregate retail value of the prizes as set out on the application. The bond shall be in favor of the licensee organization and conditioned upon the manager’s honesty in the performance of his duties. Said bond shall provide that notice shall be given in writing to the Licensing Authority not less than thirty (30) days prior to its cancellation. If the retail value of the prizes exceeds $15,000.00, such bond shall have a corporate surety.
   c) This bond requirement may only be waived by a unanimous vote of the members of the licensed organization. The waiver is only valid if specifically identified, in writing, on the license.

Section 4. Records.
   a) Each organization licensed to conduct raffles and chances or poker run events shall keep records of its gross receipts, expenses and net proceeds for each single gathering or occasion at which winning chances in a raffle or winning hands or scores in a poker run are determined. All deductions from gross receipts for each single gathering or occasion shall be documented with receipts or other records indicating the amount, a description of the purchased item or service or other reason for the deduction, and the recipient. The distribution of net proceeds shall be itemized as to payee, purpose, amount, and date of payment.
   b) Gross receipts from the operation of raffle or poker run programs shall be segregated from other revenue of the licensee (including bingo gross receipts, if bingo games are also conducted by the same licensee pursuant to license issued by the Department of Revenue of the State of Illinois), and placed in a separate account. Each organization shall have separate records of its raffles and poker runs. The person who accounts for gross receipts, net proceeds and expenses from the operation of raffles and poker runs shall not be the same person who accounts for other revenues of the organization.
c) Each licensee, within thirty (30) days after the conclusion of the raffle or poker run, shall report to its membership and to the Licensing Agent each of the following:
   1) all gross receipts generated by conducting the raffle or poker run;
   2) an itemized list of all expenses which have been deducted from the gross receipts;
   3) all net proceeds from conducting the raffle or poker run;
   4) an itemized list of the distribution of the net proceeds; and
   5) the name and all known contact information for all prize winners.

d) Records required by this Section shall be preserved for three (3) years from the conclusion of the raffle or poker run, and the organization shall make available for public inspection their records relating to operating raffles or poker runs at reasonable times and places.

Section 5. Unlawful Gambling.
Nothing in the Ordinance shall be construed to authorize conducting or operating any gambling scheme, enterprise, activity, or device other than raffles or poker runs as provided by State Law.

Article V - Fees

The licensee shall pay a fee for each license issued by the Licensing Agent pursuant to this Ordinance. Payment shall be issued in full prior to the receipt of the license. Failure to submit payment may result in immediate revocation of the license. The total amount of the fee to be paid by the licensee shall be determined by the aggregate prize value for the licensee’s raffle or poker run. The fee amount shall be as follows:

<table>
<thead>
<tr>
<th>Aggregate Prize Value</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Less than $500.00</td>
<td>-0-</td>
</tr>
<tr>
<td>$501.00 to $5,000.00</td>
<td>10.00 per license</td>
</tr>
<tr>
<td>$5,001.00 and over</td>
<td>10.00 per license</td>
</tr>
</tbody>
</table>

Article VI - Administration

Section 1. Administrator.
The Licensing Agent shall be charged with the administration of this Ordinance.

Section 2. Jurisdiction.
The authority and jurisdiction of Kendall County to issue a license to a prospective licensee shall extend only to that area of Kendall County which is both within the borders of Kendall County and outside the borders of any municipality. A poker run shall be licensed by the governing body with jurisdiction over the location wherein the poker run concludes and the prizes are awarded. The license granted by that governing body shall cover the entire poker run, including locations outside the jurisdiction of the licensing governing body. The license must identify the name and address of each location involved, including those outside the jurisdiction of the licensing governing body.
Section 3. Licensing Action.
The Licensing Agent shall act upon a license application within thirty (30) days from the date of receipt of the application.

Section 4. Intergovernmental Agreement.
The Chairman of the County Board and the County Clerk may enter into a written intergovernmental agreement with one or more Kendall County Municipalities which have adopted a raffle and poker run ordinance consistent with this Ordinance to jointly establish a system for the licensing of organizations to operate raffles or poker runs within the unincorporated area of Kendall County and within the corporate limits of any municipality that is a party of such agreement. Such agreement shall be consistent with the limitations of this Ordinance except that a license issued by one Government unit shall be valid throughout the jurisdiction of all parties to the contract.

Article VII – Enforcement

Section 1. Penalties.
Failure to comply with any of the requirements of this Ordinance shall constitute a violation. Whoever violates any of the provisions of this Ordinance is guilty of a Class “C” Misdemeanor for each offense. Each day the violation continues shall be considered a separate offense. The Kendall County State’s Attorney’s Office has authority to prosecute all violations of this Ordinance.

Section 2. Abatement.
The imposition of the penalties herein prescribed shall not preclude the State’s Attorney from instituting appropriate action to prevent unlawful raffles or poker runs or to retain, correct, or abate a violation of this Ordinance or of the condition of a raffle or poker run license issued pursuant hereto.

Article VIII – Severability Clause

If any provision of this Ordinance or the application thereof is held to be unconstitutional or otherwise invalid by a court of competent jurisdiction, such ruling shall not affect any other provision of this Ordinance not specifically included in such ruling or which can be given effect without the unconstitutional or invalid provision or applications; and to this end, the provisions of this Ordinance are declared severable.
Article IX - Effectiveness

These amendments to Kendall County Ordinance 86-6 shall be in full force and effect on and after the date signed below. The original language of Ordinance 86-6, not specifically amended herein, shall remain in full force and effect.

ADOPTED and APPROVED by the Kendall County Board this 5th day of August, 2014.

______________________________________
John Shaw, County Board Chairman

Attest: _________________________________
Debbie Gillette, County Clerk
KENDALL COUNTY
HOST COMMUNITY BENEFITS
AND REIMBURSEMENT AGREEMENT

This HOST COMMUNITY BENEFITS AND REIMBURSEMENT AGREEMENT ("Agreement") is made as of the _______ day of August, 2014 between KENDALL COUNTY, ILLINOIS ("County") and PLANO TRANSFER STATION, LLC ("Company").

RECITALS

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

WHEREAS, the Company desires to provide certain host benefit fees to the County with respect to the Transfer Station, if the Transfer Station obtains all required approvals and commences operation; and

WHEREAS, the County is desirous of obtaining host benefit fees should Plano approve the site location; and

WHEREAS, the parties acknowledge and agree that the siting of the facility is subject to the approval of the City Council of Plano, pursuant to Section 39.2 of the Environmental Protection Act; and

WHEREAS, the parties understand that pursuant to 415 ILCS 5/39.2(E-5), in the event that siting approval obtained pursuant to this Section has been transferred to a subsequent owner or operator, that subsequent owner or operator assumes all rights and obligations and takes the facility subject to any and all terms and conditions of any existing host agreement, including this one, between the prior owner or operator and the appropriate county board or governing body.

NOW, THEREFORE, in consideration of the mutual covenants and agreements hereinafter set forth, the County and the Company agree as follows:

ARTICLE 1
DEFINITIONS AND TERM OF AGREEMENT

Section 1.1 Definitions
"Act", as used in these definitions and this Agreement, shall mean the Illinois Environmental Protection Act (415 ILCS 5/1, et seq.).

"Construction or Demolition Debris", whether or not capitalized, means "clean construction or demolition debris" as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160), or "general construction or demolition debris", as defined by Section 5/3.160 of the Act (415 ILCS 5/3.160).
"Dates of Operation", whether or not capitalized and used in any of its grammatical forms, shall mean any dates on which the Transfer Station is accepting Waste. Operating Day shall have the same meaning.

"Host Benefit Fees", means the dollar amount per ton of waste accepted by the Transfer Station and for which the Company has agreed to compensate the County under this Agreement.

"IEPA" means the Illinois Environmental Protection Agency.

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

"Municipal Waste", whether or not capitalized and used in any of its grammatical forms, means "municipal solid waste", as defined by Section 5/3.290 of the Act (415 ILCS 5/3.290), except that such waste does not include Construction or Demolition Debris, Recyclables, Unacceptable Waste, or Landscape Waste.

"Operator", whether or not capitalized and used in any of its grammatical forms, means the Transfer Station Operator, Plano Transfer Station, LLC and shall include its successors.

"Recyclables", whether or not capitalized and used in any of its grammatical forms, means as defined by Section 5/3.380 of the Act (415 ILCS 5/3.380). Materials that are separated from garbage, municipal waste or refuse for the purpose of recycling, including but not limited to, newspapers, aluminum cans, bi-metal cans, tin-plated steel food cans, food or beverage glass bottles and jars, (#2) HDPE bottles, and (#1) PETE soda bottles. "Recyclables", whether or not capitalized and used in any of its grammatical forms, means any materials, which would otherwise be disposed of or discarded, which is separated from Municipal Waste at the source of generation, so as to render it useable in a process, or alone, such that it can be returned to the economic mainstream in the form of raw materials or products. Examples of recyclables are: newspapers, glass bottles, High Density Polyethylene containers, aluminum food and beverage containers, chipboard, and corrugated containers.

"Transfer Station", whether or not capitalized means "Transfer Station" as defined by 5/3.500 of the Act (415 ILCS 5/3.500), including the entire property on which the transfer station is located as is identified in Section 2.2 below.

"Waste", whether or not capitalized means "Waste" as defined by 5/3.535 of the Act (415 ILCS 5/3.535), and for the purpose of this Agreement shall also include all
Recyclables, Landscape Waste, Construction or Demolition Debris and Municipal Waste brought to the subject Transfer Station.

Section 1.2 Term
This Agreement commences on the date executed and continues in effect to such time as the County, at its sole option, (a) terminates this Agreement or (b) at the time that the Transfer Station permanently ceases to operate, or (c) the Company is in default of this Agreement as provided in Section 4.2. The terms of this Agreement that are specifically extended beyond termination (i.e., as provided in Section 2.1, 2.3, 4.6, 4.7, 4.8, 4.9, and 5.2) survive the termination of this Agreement. The Agreement shall not otherwise cease as long as the Transfer Station facility is operating. Should the Transfer Station ownership, operator, partnership or management change or be transferred, the Agreement shall survive and continue to be enforceable pursuant to 415 ILCS 5/39.2(E-5).

Section 1.3 Incorporation of Recitals
The above recitals are incorporated as part of this Agreement as though fully set forth herein.

ARTICLE 2
ENVIRONMENTAL PROTECTIONS

Section 2.1 Compliance with Laws
The Company shall comply, at all times in connection with the development and operation of the Transfer Station, with all laws, ordinances, final and non-appealable conditions of this site location, should it be approved by the City of Plano, conditions and requirements of any permit that is issued for development or operation of the Transfer Station, modified or amended, rules and regulations and ordinances of any Federal, state or local governmental agency or authority relating to the development, operation, monitoring remediation or closure of the Transfer Station and this Agreement. With respect to the termination or closing of the Transfer Station, the Company agrees to comply with any government ordinance, rule, law, permit or directive as to post-closure requirements and pay the entire costs associated therewith.

Section 2.2 Property Encompassed
This Agreement encompasses and relates to the Property, as described in the Application for Local Siting Approval, which was filed with the City of Plano in May of 2014 by Plano Transfer Station, LLC AND PL6, LLC. Any further or future expansions of the Facility, whether on the Property or located elsewhere in the County, is not encompassed by this Agreement.

Section 2.3 Defense and Indemnification
The Company covenants and agrees to indemnify, hold harmless and defend Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials, agents or representatives of the County, from and against all claims, suits, actions, administrative enforcement proceedings, losses,
damages of all kinds (including but not limited to property damage or personal injury arising from any release of any pollutant or contamination resulting from the negligent or unlawful ownership or operation of the Transfer Station), costs, expenses, fines and penalties, attorneys' fees and expense of litigation of any nature whatsoever, caused by negligent or unlawful operation of the Transfer Station or the Company's non-performance of this Agreement, including, without limitation, claims of injury to any person or property or violation of or non-compliance with any law, ordinance, rule or regulation (including without limitation any environmental, health, anti-trust, civil rights, employment or trade law, or statutory or common law obligation or liability).

The County shall give prompt notice of the service of any suit upon it to the Company, and shall give reasonable notice of any claim, action, administrative proceeding, loss or other damages. No claim of late notice shall relieve the Company from any indemnity obligation unless and only to the extent that the Company is prejudiced in indemnifying the County. The Company shall not be responsible for indemnification of any injury or damage resulting from the County's negligent, unlawful, willful and wanton acts. The defense and indemnification obligations of the Company hereunder shall survive the expiration or termination of this Agreement. In addition, nothing in this Agreement should be construed as a waiver of any common law or statutory immunity the County may have to such liability.

Section 2.4 Insurance

The Company will obtain and continue in force, during the term of this Agreement, all insurance types and amounts as set forth in Company's agreements with the City of Plano. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County.

ARTICLE 3

HOST BENEFIT FEE

Section 3.1 Purpose

In consideration of the additional costs to be incurred by the County, should the Plano City Council approve the Transfer Station site location, including but not limited to road maintenance, the Company agrees to pay the County the following fees and consideration.

Section 3.2 Quantity-Based Fees

Municipal Waste, Construction and Demolition Debris, Landscape Waste and Recycling: The Company shall pay the County a Host Benefit Fee of $0.10 for each ton of "Waste", except, Landscape Waste and Recycling received at the Transfer Station (whether received in the same or separate vehicles).
The Host Benefit Fee set forth above shall not commence until the average tonnage per operating day (See Section 3.7) accepted by the Transfer Station is at or above 750 tons.

These fees shall be paid from the first date Solid Waste is received through the termination of this Agreement.

Section 3.3 Annual Increase
Beginning as of January 1, 2016 and as of each January 1st thereafter, the per ton fees described in Section 3.2, above, will be adjusted from the per ton fees of the previous year by the percentage of change during the previous year in the Revised Consumer Price Index for all Urban Consumers (CPI-U) published by the United States Department of Labor-Statistics, provided, however, that at no time shall there be a downward adjustment made to the subject fees. The unadjusted percent change from January of the calendar year, prior to the year of the increase, to the January of the year of the increase shall be used to determine the percent change in this Section and apply retroactively to any time of the year of the increase that passed prior to the Department of Labor publishing that information in the year of the increase and the determination of the increase being made. If the Consumer Price Index for All Urban Consumers shall cease to be published at the timeframe described above the County and Company shall designate a comparable timeframe or index, which shall then be used for determining the annual rate of adjustment.

Section 3.4 County Trash and Recycling Collection
Commencing on the date that the Transfer Station first receives at least 300 tons of solid waste or 90 days after it commences operations, whichever comes first, the Company shall assume responsibility for providing and/or compensating for weekly garbage & recycling hauling activities as set forth in the current contract between the County and Complete Sanitation, which is incorporated by reference herein, to service the following County locations:

Kendall County Public Safety Center
1102 Cornell Lane
Yorkville, IL  60560

Kendall County Health & Human Services
811 W. John Street
Yorkville, IL  60560

Kendall County Animal Control
802 W. John Street
Yorkville, IL  60560

Kendall County Coroner & Facilities
804 W. John Street
Yorkville, IL  60560
The Company shall initially provide the above described services by use of Complete Sanitation, LLC, 710 East South Street, Unit B, Plano, Illinois. However, should Complete Sanitation, LLC cease to operate or otherwise fail to perform the above obligations, it shall not relieve the duty of the Transfer Station to provide and compensate for the above described hauling services for the County by use of another provider that has been approved by the County.

Section 3.5 Identification and Weight of Receipts

The Company shall weigh all receipts of Solid Waste on a certified scale, which is inspected at least once each year. In addition, the Company shall provide to the County, in writing, a summary of all receipts categorized by date, type of Solid Waste and other material in each receipt (if not Solid Waste), and weight of Solid Waste (or other material if not Solid Waste) in each receipt. The Company shall have a representative certify that all such listings prepared by the Company and submitted to the County are true and accurate.

Further, the Company shall keep records of outgoing Solid Waste, and make the same available for the County to review.

Section 3.6 Auditing

The Company shall keep complete and accurate books and records relating to the determination of the fees described in Article 3, in an auditable form, including those records described in Section 3.5. The Company shall permit the County and its designated representative's access to such books and records (paper and electronic version) for inspection and copying. In the event that such inspection reveals any underpayment(s) of the fees described in Article 3, the Company shall promptly pay the County the amount(s) of such underpayment(s), and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees (including attorney's fees) in connection therewith. In the event that such inspection reveals any overpayment(s) of the subject fees, the Company may credit the amount of such overpayment(s) against the payments of the subject fees in subsequent quarters.
Section 3.7 Payment Schedule for Fees

The fees described in this Article shall be paid on a quarterly basis. The quarterly payments shall be calculated on a calendar year basis; that is, they shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof.

Average tonnage per operating day shall be calculated by dividing the total amount of tonnage received at the Transfer Station for the subject three month period and then dividing it by the Dates of Operation for the facility during that same period. For purposes of this calculation, each operating weekday (Monday through Friday) shall be counted as one (1) operating day and each Saturday that the facility is operating shall be counted as one-half (1/2) operating day.

The payment shall be made no later than thirty (30) days after the last day of the preceding quarter and shall be limited to the solid waste transferred during the quarter to which it applies.

Section 3.8 Inspection & Communication

The County may inspect the Transfer Station facilities during its normal business hours to ensure compliance with this Agreement and adherence to all applicable laws and regulations. The Transfer Station Manager shall be the point of contact for the County in regards to inspections or other matters relating to this Agreement.

ARTICLE 4

MISCELLANEOUS

Section 4.1 Assignment

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

a) The name of the proposed assignee or transferee; and

b) The terms of the proposed assignment or transfer; and

c) The nature of business of the proposal assignee or transferee and the proposed use by the assignee or transferee; and
d) Operating history of the proposed assignee or transferee; and

e) In the event of the County’s agreement to assignment or approval of a transfer, the proposed assignee or transferee shall agree to the following:

i) To assume all obligations and duties of the Company under this Agreement; and

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

Subject to the provisions of this Agreement limiting the right to assign or transfer, this Agreement shall be binding on and inure to the benefit of the parties and their heirs and successors. The Company shall be released from all obligations and liabilities under this Agreement subsequent to any approved assignment or transfer. Furthermore, in the event of an approved assignment or transfer, the Company shall remain primarily responsible for all obligations and liabilities of this Agreement, which accrue prior to the execution of any approved assignment or transfer. Transfer of a fifty-percent (50%) or greater interest in the Company to another owner or owners shall be deemed an unpermitted transfer under this Section, unless made with the approval of the County. The County may require an additional written commitment from the assignee or transferee to assume and comply with the duties and obligations of this Agreement. The County shall not unreasonably withhold approval of a proposed assignment or transfer.

Section 4.2 Default

The occurrence of any one or more of the following constitutes a “Default” by the Company under this Agreement. Should the Company be found by the County to be in Default of this Agreement, the County may, at its sole discretion, terminate this Agreement and/or pursue legal remedies as is necessary.

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

b) The failure by the Company to observe or perform in any material respect the provision provided in Paragraph 2.1 of this Agreement and any other provision of this Agreement, and if the Company does not cure such failures within ten (10) days after written notice thereof from the County to the Company, unless such failures cannot reasonably be cured within five (5) days, or are delayed due to IEPA rule, in which case the Company must, before the tenth (10th) day; notify the County that it cannot complete its cure, present the County with a plan and timeline (which meets with the approval of the County) for completing the cure and implementing a plan to prevent the same or a similar failure from occurring again, and diligently continue to cure such failures during the initial ten (10) day
cure time period and any additional period beyond the ten (10) day approved by the County;

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

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

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

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

Section 4.3 Notice

Any notice to be given hereunder by either party to the other shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or as three (3) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the other in accordance with this Section:

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

County of Kendall
Administrative Services
111 West Fox Road
Yorkville, Illinois 60560

Kendall County State’s Attorney
807 West John Street
Yorkville, Illinois 60560

To the Company, notice shall be sent to the following:

Plano Transfer Station, LLC
123 West Washington Street, Suite 214
Oswego, IL 60543
Section 4.4 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 prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Section 4.5 Payments

All payments of Host Benefit Fees shall be paid by the Transfer Station to the Kendall County Treasurer, 111 West Fox Road, Room 114, Yorkville, Illinois, 60560.

Section 4.6 Governing Law and Form for Litigation

In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County if it prevails shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal. This Agreement shall be governed by and construed in accordance with the laws of Kendall County and the State of Illinois. Any litigation filed by the Company or County against the other party and involving this Agreement shall be filed in a court of competent jurisdiction in Kendall County, Illinois. Section 4.6 survives the termination of this Agreement.

Section 4.7 Severability

The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of any provision shall not affect the validity and enforceability of the other provisions hereof. Section 4.7 survives the termination of this Agreement.

Section 4.8 Binding Effect

This Agreement shall inure to the benefit of and be binding upon the respective parties hereto, their successors and assigns. However, nothing in this Section should be construed to allow Company to assign or transfer interest in this Agreement or the Transfer Station, unless done pursuant to Section 4.1 of this Agreement. Section 4.8 survives the termination of this Agreement.

Section 4.9 Force Majeure

Neither party hereto shall be deemed to be in default or to have breached any provision of this Agreement as a result of any delay, failure in performance or interruption of services resulting directly or indirectly from acts of God, acts of civil or military authority, civil disturbance, labor interruptions and strikes, or war, which are beyond the control of such non-performing party.
Section 4.10 No Third Party Beneficiaries

Nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons other than the parties and their respective successors and assigns, nor shall any provision give any third party any right or rights of action against any party to this Agreement. However, the County shall reasonably cooperate with the City of Plano to facilitate extension of water service to the subject property and adjacent industrial park under the Eldorado Rd. right-of-way. This provision shall not be construed as imposing any financial requirement on the County.

Section 4.11 Litter Control

The Company shall take all steps to ensure that the operation of their facility results in as little Waste being deposited along County Roads as is possible. To that end, the Company shall ensure that all vehicles transporting waste from the facility shall be covered by secured tarps prior to leaving the Transfer Station facility. Further, the Company shall follow all local litter control plans and municipal contractual obligations in regard to the same during its operation.

Section 4.12 Records

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

1) Documents submitted or received by the Company, its representatives, agents, attorneys, employees, or consultants to or from any state or federal government, or any regulatory or administrative agency; and

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

Section 4.13 Waiver

The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

Section 4.14 Non-Discrimination

The Company shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.
Section 4.15 Covenant Guarantee

The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the County and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that the Company’s obligation to make payments pursuant to this Agreement is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent tenants and owners of the Property, and is and shall be a lien upon the Property. Said covenant shall benefit the County and its successors, transferees, and assigns. The Company agrees the County may prepare, and the Company shall promptly execute duplicate originals of the Host Agreement and record such Host Agreement in the Kendall County Recorder’s Office.

Section 4.16 Captions

Captions of the Articles, Sections and Sub-Sections of this Agreement are for convenience of reference only, and the words contained therein shall in no way be held to explain, modify, amplify or aid in the interpretation, construction or meaning of the provisions of this Agreement.

Section 4.17 Counterparts

This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.

Section 4.18 Effective Date

This Agreement shall be effective upon acceptance of its terms by the Kendall County Board and the Company as shown by their signature below.

ARTICLE 5
AUTHORITY & GUARANTY OF PAYMENT

Section 5.1 Authority to Enter Into Agreement

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

Section 5.2 Guaranty of Payment

As additional consideration for and assurance of performance of this Agreement, the Company and its corporate parent, tender to the County and the County accepts, the Guaranty of Payment attached to this Agreement as Exhibit A.
IN WITNESS WHEREOF, the parties hereto have executed this instrument on the day and year first written above.

KENDALL COUNTY, ILLINOIS

By: ________________________________
    Kendall County Board Chairman
    Printed Name

Date: ______________________________

Attest: ______________________________
        Signature
        Printed Name

By: ________________________________
    Plano Transfer Station, LLC
    Printed Name

Its: ________________________________

Date: ________________________________

Attest: ________________________________
        Signature
        Printed Name
GUARANTY OF PAYMENT

Plano Transfer Station, LLC, for valuable consideration, the receipt of which is hereby acknowledged, does hereby unconditionally guarantee the payment by Plano Transfer Station, LLC, of all sums due and owing to Kendall County, Illinois, pursuant to the Host Community Benefits and Reimbursement Agreement entered into between Plano Transfer Station, LLC and Kendall County on the _________ day of __________ ________, 2014.

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

By: ______________________________

Dated: _______________    Its: ______________________________

Exhibit A
KENDALL COUNTY, ILLINOIS
Public Safety Committee
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, June 9, 2014
Meeting Minutes
REVISED – July 14, 2014

Call to Order and Pledge Allegiance  Chair Matthew Prochaska called the meeting to order at 10:00 a.m. and led those present in the Pledge of Allegiance.

Roll Call
Committee Members Present: Amy Cesich (10:04 a.m.), Elizabeth Flowers (10:10 a.m.), Judy Gilmour - here, Scott Gryder (10:03 a.m.), Matthew Prochaska - here

Committee Chairman Prochaska appointed County Board Chairman Shaw to fulfill the requirements for a quorum until committee members arrived for the meeting.

Others Present: Commander Joe Gillespie, Chief Deputy Scott Koster, Sheriff Richard Randall, John A. Shaw, Jim Smiley, Coroner Ken Toftoy

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Gryder. Chairman Prochaska asked for two amendments to the agenda, the Presentation of City Source Software item be tabled to the July 14, 2014 meeting and that the Executive Session be moved before the NIMS training. Member Gryder made a motion to approve the agenda as amended, second by Member Shaw. With all in agreement, the amended agenda passed.

Approval of Minutes – Member Gilmour made a motion to approve the May 12, 2014 meeting minutes, second by Member Gryder. With all in agreement, the motion passed.

Sheriff Richard Randall performed the swearing-in ceremony for Emmanuel Rodriguez, Samuel Simich and Jason Unterborn as new Deputy Sheriff – Corrections, and presented them with badges and Sheriff’s Office Certificates of Employment.

Public Comment – none

Ken Com Report – As submitted

Coroner’s Report – Coroner Toftoy provided an overview of his May report and the semi-annual report with the committee. Mr. Toftoy thanked Facilities Management for recently installing their new washer and dryer.
EMA Report – Director Gillespie reported the following for the month of May:

05/07 – Unified Command Post (UCP) went to the ILEAS Training Center
05/10 – UCP went to LaSalle County Marathon
05/15 – Region 3 meeting in Joliet
05/20 – Business Meeting
05/21 – FEMA Virtual Tabletop Exercise of the pandemic flu

Siren, STARCOM and WSPY EAS testing was conducted on the first Tuesday morning of the month.

Sheriff

- Corrections Division – Sheriff Randall provided the statistics for the month of May: 297 new intake bookings on a total of 427 charges. The division released 320 inmates on 446 charges. 103 inmates were held over from the previous month.

The Food Service management Section prepared 10,431 meals, with an average number of 336 meals served per day at a cost of $.98 per meal.

Sheriff Randall stated the Division conducted 19 visitation days with 279 inmates seeing visitors.

The Correction Division logged 5647 miles during the month of May and transported 121 inmates. The medical staff saw a total of 259 inmates.

Sheriff Randall stated there were 26 video bond call days with 78 inmates. The Corrections Division housed 75 inmates for other jurisdictions within the month and billed $71,940 for 1199 days of confinement. The average daily population was 120.

- Operations Division – Sheriff Randall stated that the reports were attached, of which the following statistics were included for the month of May: The Sheriff’s Office had 606 calls for service, 985 officer initiated activities, 316 police reports, 7 felonies, 100 misdemeanors, and 55 warrants for a total of 162 arrests. There were 585 traffic contacts, 462 traffic citations, 8 DUI arrests, 0 Zero Tolerance, 42 property damage accidents, 6 personal injury accidents, and 0 fatal accidents for a total of 48 accidents.

The Operations Division drove 56,105 miles in the month of May. Sheriff Randall stated that Auxiliary deputies logged 22.5 hours for the month of May. The total number of cases assigned for Investigations/COPS Activities were 30 and there are currently 67 open cases. The COPS deputies spent 47 hours in area schools with the School Resource Officer Program.
Sheriff Randall said the Sheriff’s Office received a citizen complaint regarding the parking and traffic situation at the newly renovated Winrock Pool in Boulder Hill. He said his office has forwarded the complaint on to the Oswego Park District, Oswego Township and Oswego Highway offices.

**Support Services Division** – Sheriff Randall stated that reports were attached and provided the statistics for the month of May as 122 papers served, 23 evictions scheduled, 15 cancelled and 8 completed, 33 Sheriff’s Sales, and 117 FOIA requests filled. There were 107 warrants issued for the month of May with 2 quashed, and 36 served.

The total fees received by the Support Services Division were $33,241.07 for the month of May 2014.

Court Security had 14,479 entries, 6,795 articles x-rayed, 64 bond calls, 35 arrests, and 92 articles of contraband refused. There were a total of 1454 hours of training, 0 terminations, 0 resignations, and 0 new hires for the month of May.

**Facilities** – Jim Smiley reported they continue fire alarm testing. Facilities will do several floors in the Public Safety Center this evening.

**Old Business** - None

**New Business**

- **County of Kendall Civil Ordinance** - Chief Koster stated that the dollar amount under item 4 on page 2 was an incorrect amount when approved by the board on June 2, 2014.

  Member Gryder made a motion to forward the revised County of Kendall Civil Ordinance to the Board for approval, second by Member Flowers. **With all in agreement the motion carried.**

- **Approval of R&N System Design L.L.C. fee proposal for Kendall County Jail and Kendall County Courthouse security system upgrade engineering and design in the amount of $25,000.00** – Member Flowers made a motion to forward the item to the County Board for approval, second by Member Gryder.

  Voice Vote: Elizabeth Flowers – aye, Matthew Prochaska – yes, Judy Gilmour – yes, Scott Gryder – aye, Amy Cesich – yes, John A. Shaw – aye  **With all in attendance in agreement, the motion passed.**

- **Presentation of City Source Software** – item tabled to July 2014 meeting
- **NIMS 200 Training** – EMA Director Gillespie provided background information, reviewed the unit objections, terms, roles and responsibilities, response actions, response organization, planning and additional resources available. Director Gillespie said that NIMS 200 is the culmination of all of the NIMS courses previously conducted, with the addition of the technology component.

Director Gillespie stated that Kendall County has an All Hazards Plan, and doesn’t list incidents and procedures separately. He said the All Hazards Plan is maintained every 2 years, and is maintained in the EMA Office.

**Public Comment** – None

**Executive Session** – Member Shaw made a motion to enter into Executive Session for security procedures and the use of personnel and equipment to respond to an actual, a threatened, or a reasonably potential danger to the safety of employees, students, staff, the public or public property, second by Member Cesich.

Committee Member Roll Call - Matthew Prochaska - yes, Amy Cesich - yes, Elizabeth Flowers – aye, Scott Gryder - yes, Judy Gilmour – yes. **With all in agreement, the committee entered into Executive Session at 10:20a.m.**

**Others Present:** Sheriff Randall, Chief Deputy Scott Koster and Commander Joe Gillespie

Member Shaw made a motion to return to Open Session, second by Member Gryder. **With all in agreement, the committee re-entered Open Session at 11:01a.m.**

**Action Items for County Board**

- **Approval of Revised County of Kendall Civil Ordinance**

- **Recommend Approval of R&N System Design L.L.C. fee proposal for Kendall County Jail and Kendall County Courthouse security system upgrade engineering and design in the amount of $25,000.00**

**Public Comment** - none

**Adjournment** – Member Gryder made a motion, second by Member Flowers to adjourn the Public Safety Committee meeting at 11:38a.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
Kendall County Economic Development Committee

Meeting Minutes
Friday, July 25, 2014
Kendall County Board Room

Call to Order
The Economic Development Committee met at 8:44 a.m. and was called to order by Dan Koukol, Chairman of the Kendall County Economic Development Committee.

Roll Call
Committee Members Present: Dan Koukol, Judy Gilmour, Lynn Cullick, Amy Cesich (arrived 8:52 a.m.), and Matt Prochaska (arrived 8:59 a.m.)
Committee Members Absent: None
Other Board Members Present: County Board Chairman John Shaw
Staff Present: Jeff Wilkins, County Administrator; John Sterrett, Economic Development Coordinator
Others Present: None

Approval of Agenda
Ms. Cullick made a motion, seconded by Ms. Gilmour, to approve the July 25, 2014 agenda. With a voice vote of all ayes the motion carried.

Approval of Minutes
Ms. Cullick made a motion, seconded by Ms. Gilmour, to approve the June 27, 2014 meeting minutes. With a voice vote of all ayes the motion carried.

New Business
Property Tax Abatement Discussion
Mr. Wilkins provided the committee members with information on the current policy for the County’s property tax abatement program. Mr. Koukol reiterated that a property tax abatement is attributed only the new portion of a facility. Mr. Wilkins explained the County’s portion of a property tax bill and that is typically less than 10%. The property tax abatement is an incentive to entice large scale expansion projects to locate in the County. The Committee stressed the importance of reviewing these property tax abatement applications on a case by case basis to ensure that businesses are able to locate, expand, and/or be retained. The Committee discussed the marketing of these programs with other organizations. Staff will begin discussions with other taxing districts on future three year property tax abatements with manufacturing expansion projects and possibly having an intergovernmental agreement.

FY2015 Economic Development Budget and the FY2015 Revolving Loan Fund Budget
Mr. Koukol explained the budget process on the FY15 Economic Development budget. Mr. Wilkins briefly went over the budget changes and that there has not been many increases in expenditures or transfers over the last few years.

Old Business
Growing Our Regional Economy Meeting
Mr. Prochaska briefed the Committee on the Growing Our Regional Economy meeting with the collar counties that took place in DuPage County. The three areas of focus from the meeting included unified truck permitting system, exporting, and the Investing in Manufacturing Communities Partnership (IMCP). Mr. Wilkins explained how the federal dollars allocated for the IMCP program are distributed with various programs related to metals manufacturing. Mr. Wilkins explained the export initiative and that a pilot program has been proposed with the seven collar county region. Chairman John Shaw explained that the export/import bank and how it relates to large manufacturing firms. Mr. Prochaska went over the largest industries involved in exporting in Kendall County including manufacturing firms. Mr. Prochaska stated that several attendees of the meeting were pushing for a unified truck permitting system. Mr. Shaw discussed the benefits to a centralized truck permitting system.
Kendall County
Economic Development Committee

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

Other Business — Mr. Wilkins gave an update to the County’s CMAP LTA application.

Chairman’s Report — Ms. Cullick and Mr. Shaw gave an update on the Wikiduke Trail and possible modifications to the roadway. The Committee discussed the potential development of a residential subdivision within the Village of Oswego along the proposed Wikiduke Trail.

Public Comment — None

Executive Committee — None

Adjournment
With no further business to discuss, Ms. Cullick moved to adjourn. The motion was seconded by Mr. Koukol. There being no objection, the Economic Development Committee, at 9:43 a.m., adjourned.

Respectfully Submitted,
John H. Starrett,
Recording Secretary
July 28, 2014

Ms. Beverly Meek, Vice President
Global Philanthropy
JPMorgan Chase & Co.
10 South Dearborn, Floor 16
Mailcode: IL1-0356
Chicago, IL 60603-2300

Re: *Chicago Regional Export Partnership*
Proposal for funding of the Export Program

Dear Ms. Meek,

I am writing this Letter of Support on behalf of Kendall County in full support of the proposal submitted to JPMorgan Chase & Co. for funding of the program (the “Program”) developed by the Chicago Regional Export Partnership (the “Export Partnership”) to assist small and medium enterprises throughout the region in seizing the expanding global opportunities of exports and strengthen the network of regional service providers. This letter serves as confirmation of Kendall County’s participation in the Export Partnership and collective efforts in developing the Program.

The Export Partnership is an unprecedented regional collaboration of the seven counties of Cook, DuPage, Kane, Kendall, Lake, McHenry and Will and the City of Chicago through World Business Chicago exploring ways and opportunities to increase regional exports. Since December 2013, representatives from each of the counties and the City of Chicago (the “Working Group”) have been convening regularly and working closely together to develop strategies that will enhance regional exports, including but not limited to, developing and launching the Program.

As an integral participant of this Working Group, Kendall County highly supports the efforts of the Export Partnership and wishes to move forward with this Program. The Program will be subject to the governance and oversight of a proposed steering committee which will comprise of representatives from each of the seven counties and the City of Chicago. Accordingly, Kendall County will be an active participant in determining the direction and priorities of the Program and any future programs developed by the Export Partnership.

Please feel free to contact John Sterrett, Economic Development Coordinator at (630) 553-4834 or jsterrett@co.kendall.il.us with any questions regarding the county’s participation with the Export Partnership.

Sincerely,

[Signature]

John A. Shaw
County Board Chairman
KENDALL COUNTY, ILLINOIS  
Budget and Finance Committee  
Meeting Minutes  
Thursday, July 24, 2014

**Call to Order**
The Budget and Finance Committee was called to order by Vice Chair Judy Gilmour at 4:03 p.m.

Committee members present: Judy Gilmour - here, John Purcell (4:08 pm), Amy Cesich - here, Lynn Cullick - here, Elizabeth Flowers - present

Others Present: Julie Hanna, Bob Jones, Chief Deputy Scott Koster, Jeff Wilkins

**Claims Review and Approval**
The Committee reviewed the County claims report. A motion was made Member Cesich to forward the claims in an amount not to exceed $1,632,619.82, second to the motion by Member Cullick. With all members present voting aye, the motion carried.

**Department Head and Elected Official Comments**

*Chief Deputy Scott Koster, Sheriff's Office* – Chief Deputy Koster reported that the Federal Communications Commission is planning to enact a new set of federal rules on the jail phone system and the companies that administer those systems prohibiting the collection of inter-state and intra-state fees. The implementation of these new rules will greatly impact the revenue generated by the sale of phone minutes to the inmates, and could result in the loss of at least $80,000 in revenue a year that funds the commissary and the inmate health contract for on-site health staff. This will affect the Sheriff’s budget on an annual basis, and will take effect in October 2014. Chief Koster said this also raises the possibility of additional charges to the PSC to keep the current inmate phone system operational.

Chief Koster also reported Sheriff’s Office personnel met with the assessment engineers last week, and that they anticipate the company will begin the assessment period sometime in August. Once the assessment is completed, it will be approximately 60 days for them to produce the report, and then the RFP will take place in early 2015.

*Bob Jones, Treasurer/Collector Office* – Bob Jones reported they finalized the final distribution, and said it will be mailed out next week. There is the possibility of another smaller one later in the year.

**Items of Business**

- **Auditor Update** – Mack & Associates and WIPFLI scheduled for 20 minute presentations at the August 14, 2014 COW meeting.

- **5-year Capital Plan Discussion** – The committee will review the 5-year plan again during the budget process.

- **FY15 Budget** – Discussion on Budget Hearing dates and times.
Old Business - none

Items for Committee of the Whole - none

Action Items for County Board

- Approval of claims in an amount not to exceed $1,632,619.82

Public Comment - None

Questions from the Media - None

Executive Session - None needed

Adjournment - Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, second by Member Cullick. With all members voting aye, the meeting adjourned at 4:46p.m.

Respectfully submitted,
Valarie A. McClain
Administrative Assistant/Recording Secretary
Call to Order – The meeting was called to order by Chair Amy Cesich at 4:00p.m.

Committee Members Present: Matthew Prochaska – here, Elizabeth Flowers - present, Amy Cesich - here, Lynn Cullick (arrived at 4:16p.m.), and John Purcell (arrived at 4:14p.m.)

Others present: Laura Pawson, John A. Shaw and Jeff Wilkins

Approval of Agenda – Motion made by Member Flowers to approve the agenda, second by Member Prochaska to approve the agenda. Motion carried.

Review of Census Log – Ms. Pawson presented the Census Log to the Committee as follows:

DOGS

As of 07/16/2014 Total Number of Adoption Dogs at Shelter: 9
As of 07/16/2014 Total Number of Stray Dogs at Shelter: 12

JUNE 2014
Intakes 36
Adoptions 2
Reclaimed 18
Transferred to Rescue 2

JULY 2014
Intakes to date 15
Adoptions to date 5
Reclaimed to date 8
Transferred to Rescue 3
CATS

As of 07/16/2014 Total Number of Adoption Cats at Shelter: 17 (including 8 kittens)
As of 07/16/2014 Total Number of Stray Dogs at Shelter: 8 (including 4 kittens)

JUNE 2014
Intakes 11
Adopted 3
Reclaims 0
Transferred to Rescue 2

JULY 2014
Intakes to date 6
Adoptions to date 1
Reclaimed to date 0
Transferred to Rescue 3

Review of Bite/Euthanasia Report – Ms. Pawson reviewed the report with the committee and said there were a total of 21 bites, with 16 canine bites and 5 cat bites in June.

There were 4 canines euthanized due to behavioral issues in June.

Operations Report – Ms. Pawson said there were 110 visitors in June.

Upcoming Events
July 27 Adoption Event at Walgreen’s in Oswego
August 1 Ellis House & Equestrian Center Adoption Event
August 9 Go Dog Go Adoption Event
August 27 Vet Tech Training hosted by River Heights Veterinary Clinic

Accounting Report – Jeff Wilkins reviewed the financial report with the committee, and said revenues are good for the first seven months. Mr. Wilkins said that most areas are above budget, although donations are down slightly.

Old Business - None

New Business - None

Executive Session – None Needed

Action Items for the County Board - None

Public Comment – Dan Nicholson, 32 Gawne Lane, Yorkville, expressed his disappointment in the Animal Control Rabies tag requirements and procedures based on his recent experience involving his two canine.
Adjournment – Member Flowers made a motion to adjourn the meeting, Member Cullick seconded the motion. With all in agreement, the meeting was adjourned at 5:03 p.m.

The next meeting is scheduled on August 20, 2014 at 4:00 p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary