KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, August 6, 2013 at 6:00 p.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
   A. Approval of the Assignment and Release of Interest of Lot 6 of Timber Creek, 400 Tara St, Sandwich IL, PIN 01-29-378-006 to Heartland Bank and Trust Co in the amount of $7,500.00
   B. Ratification of Collective Bargaining Agreement Between the Illinois Fraternal Order of Police Labor Council (Patrol Deputies), the Kendall County Sheriff and Kendall County, Illinois effective December 1, 2012 through November 30, 2015
   C. Approve Kendall County Housing Authority Lease Agreement for 2013-2014 for $400.00/ month
10. Old Business
11. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Construction Engineering Services with Wills Burke Kelsey Associated: Fields of Farm Colony Pond Outlet/Trail Remediation in an amount not to exceed $11,900
   B. Administration – HR
      1. Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation for State Fiscal Year 2014
      2. Resolution Designating the Program Compliance Oversight Monitor for Section 5311 and Illinois Downstate Operating Assistance Grants
      3. Approve Electric Aggregation question on March 18, 2014 ballot by resolution before December 30, 2013
      4. Approve 2014 Holiday Schedule as provided by the 23rd Judicial Circuit
   C. Economic Development
      1. Resolution Recognizing Waubonsee Community College for their Commitment to the Kendall County Job and Resource Fair
   D. Finance Committee
      1. Approval of Claims in the amount of $ 775,412.05
   E. Judicial / Legislative
   F. Animal Control
   G. Health & Environment
   H. Labor & Grievance
   I. Standing Committee Minutes Approval
12. Special Committee Reports
   A. Kencom Executive Board
13. Chairman’s Report
   A. COW Meeting date and time change to August 14, 2013 at 7pm
   Appointments
   Announcements
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
July 2, 2013

STATE OF ILLINOIS )
COUNTY OF KENDALL ) SS

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, July 2, 2013 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers (6:30), 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 6/4/13. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Member Gilmour asked that the minutes be corrected to fix the sentence under the agenda — They have sufficient time to discuss in committee.

Member Koukol moved to approve the amended minutes from the Adjourned County Board Meeting of 6/4/13. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Cesich 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.

Member Cesich asked to move the Animal Control agenda item to after Labor & Grievance.

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

CITIZENS TO BE HEARD

Paul LaLonde spoke on behalf of the Kendall County Taskforce on Disability. The Taskforce believes that more could be done to raise awareness of and the education about the availability of resources. The Taskforce is represented by a diverse set of community individuals, businesses and agencies. The Taskforce’s mission is to raise and maintain a high level of public awareness of disability issues and available accessible resources for disabled individuals through effective outreach, education, and advocacy with the goal of promoting better integration of persons with disabilities into the community. The next Taskforce meeting is on August 20, 2013 at 1:00pm at Celebrate Differences in Oswego.

NEW BUSINESS

Assistant State’s Attorney, Leslie Johnson spoke about the housing authority lease for office space at the Health Department’s building. The lease is set to expire and the Housing Authority has indicated that they would like to renew the lease. The board gave direction to have the State’s Attorney’s office work on preparing a new lease agreement with the same terms that existed last year.

STANDING COMMITTEE REPORTS

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $665,752.93. Member Gilmour seconded the motion.
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Regional Office of Education Testing Center

Member Purcell moved to approve the expenditure up to $6,100 from the General Fund – Facilities Capital Expenditure line item #010-2-100-9101 for renovation of the Regional Office of Education Testing Center. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Purcell stated that they discussed the budget parameters and the 5 year capital plan.

Judicial / Legislative

Member Cullick reviewed the minutes in the packet from the June 26, 2013 meeting.

Health & Environment

Member Gilmour reviewed the minutes in the packet from the June 17, 2013 meeting.

Labor & Grievance

Member Flowers reviewed the minutes in the packet from the June 24, 2013 meeting.

Animal Control

Member Cesich reviewed the minutes in the packet from the June 19, 2013 meeting.

Heartworm Testing

Member Cesich moved to authorize heartworm testing of adoption dogs paid from the Animal Medical Care Fund that will start when the funds come in for the fund. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE MINUTES APPROVAL

Member Flowers 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 board met on June 27, 2013. It was announced that the Everbridge implementation update will have a sign up in mid July to opt in to the program to receive emergency notifications. Contracts have been signed with Montgomery Police and the Aurora Township Fire District.

Historic Preservation

Member Wehrli stated that they met June 19, 2013; the next meeting is on July 17, 2013.

Solid Waste Plan

Member Gilmour stated that they met June 26, 2013 for the first meeting. They reviewed the IEPA solid waste plan requirements, recommendations that were added to the plan in 2010, and the implementation efforts. They looked at other county solid waste plans. The following meetings and topics are as follow:

- August -- recycling and waste reduction recommendations
- October -- food and yard waste composting recommendations and waste to energy alternative technologies
January – State's Attorney's Office explains the citing ordinance
March – transfer stations and landfill recommendations
May – final review of the plan

CHAIRMAN'S REPORT

Chairman Shaw stated that Fran Klaas asked if the board would like to have a design engineer speak at COW regarding roundabouts. The consensus was yes.

Announcements
Terri Frisk – 708 Mental Health Board – 4 year term – expires December 2016
Richard Whitfield – 708 Mental Health Board – 4 year term – expires December 2015
Martin Myre – Big Slough Drainage District – 3 year term – expires September 2016
Christina Cooper – Board of Health – 4 year term – expires July 2017

QUESTIONS FROM THE PRESS

Barb Nadeau asked for clarification on the heartworm testing.

Matt Schury from the Kendall County Record asked about the Forest Preserve property approved at the Forest Preserve meeting. Mr. Schury also asked if the board had any information on the Taskforce.

ADJOURNMENT

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

Approved and submitted this 3rd day of July, 2013.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
ASSIGNMENT AND RELEASE

KNOW ALL MEN BY THESE PRESENTS, that ASSIGNOR, KENDALL COUNTY, for and in consideration of Seven Thousand Five Hundred and no/100ths Dollars ($7,500.00) paid by ASSIGNEE, HEARTLAND BANK AND TRUST CO., receipt whereof is hereby acknowledged, does hereby sell, assign, transfer and set over to Assignee:

1. As it pertains to Lot 6 only, all of Assignor’s interest in that certain Mortgage dated November 24, 2008, from W B Holdings, LLC, as mortgagor, to Kendall County, as mortgagee, and recorded in Recorder’s office of Kendall County, State of Illinois, on December 18, 2008 as Document Number 200800026497 (the “Mortgage”), and

2. Assignee’s Ratable Indivisible Interest in that certain Community Development Assistance Program Loan Agreement dated November 24, 2008 between W B Holdings, LLC and Kendall County and recorded in Recorder’s office of Kendall County, State of Illinois, on December 18, 2008 as Document Number 200800026496 (the “Loan Agreement”), which Loan Agreement constitutes part of the indebtedness heretofore secured by the Mortgage.

WITH RESPECT TO LOT 6 ONLY, ASSIGNOR DOES ALSO HEREBY REMISE, CONVEY AND RELEASE all right, title and interest in and to that certain Judgment entered August 29, 2011 in the amount of $778,187.50, in the case known as Centrue Bank v. W B Holdings, LLC, et al, in the Circuit Court of the sixteenth Judicial Circuit, Kendall County, Illinois, Case No. 2010 CH 137, in favor of County of Kendall, including all proceeds and avails to be henceforward derived therefrom against W B Holdings, LLC and all other Defendants, and including any claim or cause of action it may have against W B Holdings, LLC’s, members, managers, officers, agents and others, and as recorded in the Recorder’s office of Kendall County, State of Illinois, as Memorandum of Judgment on September 13, 2011 as Document Number 201100014948 (the “Judgment”).
The Mortgage, Judgment and Loan Agreement all encumber or affect the following real estate ("Lot 6") located in Kendall County, State of Illinois, and is legally described as follows:

LOT 6, BOHNSTEDT ADDITION TO THE CITY OF SANDWICH, KENDALL COUNTY, ILLINOIS, AS PER THE FINAL PLAT OF BOHNSTEDT ADDITIONRecorded in the Office of the Recorder of Deeds of Kendall County, Illinois on October 1, 2004 as Document No. 200400027436, situated in the City of Sandwich, Kendall County, Illinois.

Permanent Real Estate Index Number: 01-29-378-006
Common Address of Real Estate: 400 Tara Street, Sandwich, Illinois 60548

The original Mortgage is delivered herewith to Assignee.

For purposes of Paragraph 1, above, "Assignee's Ratable Indivisible Interest" shall be an undivided 1% interest representing 1/100th of the indebtedness arising under the above-described Loan Agreement secured by the Mortgage. With respect to enforcement of the Mortgage on Lot 6 only, Assignee shall henceforth possess all powers and authority under the Mortgage, and may act in its complete and absolute discretion, its indivisible fractional share of the Loan Agreement notwithstanding.

This Assignment and Release shall pertain to Lot 6 only. All other real properties covered or affected by the Mortgage, the Judgment, or the Loan Agreement shall remain unassigned and unaffected hereby.

Assignor shall maintain in its possession and control the original mortgage document constituting the Mortgage due to such document's application to other tracts of real property other than Lot 6. With respect to Lot 6, in the event Assignee must enforce the Mortgage, or foreclose on same, Assignor shall cooperate with Assignee to ensure that Assignee receives timely delivery of such original document for purposes of enforcement thereof.

[Signature to follow]
IN WITNESS WHEREOF, Assignor has hereunto set its hand and seal this ___ day of July, 2013.

KENDALL COUNTY

BY: ______________________________

ITS: ______________________________

State of Illinois )
) ss.
County of Kendall )

I, ________________________________ a Notary Public in and for said County, in the State aforesaid, Do Hereby Certify that ____________________ being the ____________________ of Kendall County, State of Illinois, and personally known to me to be the same person whose name is subscribed to the foregoing instrument as such officer, appeared before me this day in person and acknowledged that he/she signed and delivered said instrument as his/her own free and voluntary act, and as the free and voluntary act as said officer of Kendall County, for the uses and purposes therein set forth.

Given under my hand and Notarial Seal this ___ day of ________________, 2013.

__________________________________________
Notary Public
My Commission Expires: _______________________
847343
Kendall County Housing Authority Lease Agreement

This Lease Agreement (Lease) is made and entered into as of July 16th, 2013 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kendall County Housing Authority (hereinafter referred to as “Housing Authority”).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to Housing Authority (hereinafter referred to as “Tenant”) and Housing Authority hereby leases from the Landlord the premises, being the office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 811 West John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of the Housing Authority providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on August 1, 2013 and terminating on the last day of July, 2014. “Lease Term” or “Term” shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided (a) Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant’s taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant’s intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.
3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of $4,800.00 per year, with the year start date commencing on August 1, 2013, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of $400.00, commencing on August 1, 2013 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other non-fixure items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premise at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other non-fixure items to the Tenant.

5. COMMON AREA.

5.1 Common Area. "Common Area" is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term "Common Area Expenses" shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant's trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.
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5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant’s consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST’S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, August 1, 2013 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant’s coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant’s insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party’s policy.

7.2 Tenant’s Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant’s use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than $2,000,000.00 per occurrence for bodily injury, including death, and person injury, $1,000,000.00 per occurrence property damage insurance. Tenant’s coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant’s insurance and shall not contribute with it. Coverage shall apply
separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer’s liability.

7.3 Tenant’s Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant’s fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers’ compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer’s liability insurance with a limit of not less than $1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord’s employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, nor each of their successors and assigns (each, “Landlord Party” and collectively “Landlord Parties”) shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord’s choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys’ fees (collectively referred to herein as “Claims”) arising from or relating to (a) Tenant’s use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant’s agents, employees, officers, directors, contractors, and invitees (each, “Tenant Party” and collectively “Tenant Parties”), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Housing Authority to provide adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.
8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord’s Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant’s fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling housing authority telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devices that utilize excessive electrical energy or that may, in Landlord’s reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord’s Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any
equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after Landlord’s written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord’s choosing, indemnify and save Landlord free and harmless from and against any claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant’s Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant’s right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant’s breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord’s written consent), Tenant shall pay Landlord for
each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord’s Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord’s obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord’s repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord’s consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.
15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY’S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys’ fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.
21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties’ prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none thereof shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment,
change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD: 

TENANT: 

Address of Landlord: 

Address of Tenant: 
EXHIBIT A
DEPICTION OF PREMISES

[See attached First Floor Plan]
Fields of Farm Colony Subdivision
Detention Pond Outlet Remediation and Trail Reconstruction

Notice to Bidders
Location Map
Instructions to Bidders
Bid Form

June 13, 2013
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NOTICE TO BIDDERS

The County of Kendall, Illinois (hereinafter, "County"), by and through the Kendall County Planning, Building & Zoning Department, will accept sealed bids for the removal and reconstruction of two detention pond outlet structures, erosion restoration as well as the reconstruction of a section of a limestone screenings trail in the Fields of Farm Colony Subdivision bounded by Illinois Rt. 71 to the west, Reservation Road to the north, Minkler Road to the east, and Hilltop Road to the south, in unincorporated Kendall County, IL. More specifically, the project location includes the existing detention ponds and trail bounded by Audrey Ave. to the south and Fields Dr. to the north.

Bid packets may be obtained at the Kendall County Planning, Building & Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois 60560 between the hours of 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. for a fee of $10.00, or may be obtained on the Kendall County Planning, Building & Zoning Department’s website at http://www.co.kendall.il.us/rfp_rfq.htm. Bid packets will be available starting June 13, 2013 and sealed bids shall be submitted no later than 2:00 P.M. C.S.T. on June 28, 2013. Any bids submitted after 2:00 P.M. C.S.T. on June 28, 2013 will not be considered.

Bids shall be submitted to Kendall County Planning, Building & Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois 60560. Bids will be opened and read aloud on June 28, 2013 at 2:00 P.M. C.S.T. at the Planning, Building & Zoning Office. Kendall County reserves the right to reject any bids that fail to meet specifications and to waive irregularities.
DEFINITIONS AND TERMINOLOGY

In the event of a conflict between the definitions herein and any found in the Agreement, infra, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary dictionary meaning.

**Addendum (Addenda, Plural)** - An Addendum is a document issued by the County prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Bid Documents.

**Base Bid** - A Base Bid is the sum proposed by a Bidder to perform the Work and does not include any Alternate Bids.

**Bid** - A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

**Bid Alternate** - A Bid Alternate (or An Alternate) is a proposal for work which is bid alternatively to the original bid proposal pursuant to instructions contained in the Bid Form. Such alternative bids may include proposals for work that is different in scope from that contained in the Base Bid.

**Bidder** - A Bidder is an entity that submits a Bid.

**Bidding or Bid Documents** - The Bidding or Bid Documents are comprised of, but not limited to, the Notice to Bidders, Instruction to Bidders, Attachment A—Agreement, Attachment B—Location Map, Attachment C—Bid Form, Bid Price and Signature Page, Attachment D Schedule of Prices, and Attachment E—Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction; all attachments, all forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

**Project** - The Project is the total Construction or the various separately identifiable parts thereof required by the Bid Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Bidder to fulfill the Bidder's obligations as provided for in the work described in the Bidding Documents.
INSTRUCTIONS TO BIDDERS

General Description: Sealed bids are being accepted for *Fields of Farm Colony Subdivision Detention Pond Outlet Remediation and Trail Reconstruction*. Instructions to Bidders and specifications will be available after June 13, 2013 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until June 28, 2013 at 2:00 P.M. C.S.T. in the Kendall County Planning, Building and Zoning Department (hereinafter, “KCPBZ”), 111 West Fox Street, Suite 203, Yorkville, IL 60560 – telephone (630) 553-4141.

Examination: Bidders shall receive a copy of the Notice to Bidders, Instruction to Bidders, Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Price and Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction, and any addenda to use in preparing a bid. Bidders shall examine the Bidding Documents and visit the project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the Bidding Documents and site.

Questions and Interpretations: All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to Senior Planner Angela Zubko via email to azubko@co.kendall.il.us or via fax to (630) 553-4139, or personal delivery no later than five (5) calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the Bidding Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be faxed or mailed to all persons having picked up Bidding Documents from the County and shall be posted to the County web site. Each Bidder shall be responsible for determining that it has received all Addenda issued. A Bidder’s failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Bid at the County’s sole discretion.

Failure to request clarification will not waive responsibility of comprehension of the Bid Documents and performance of the work in accordance with the intent of the documents. By submitting a bid proposal, the Bidder signifies that he or she understands, has read and agrees to all terms contained in the Notice to Bidders, Instruction to Bidders, Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Price and Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction and any addenda, and any other documents contained in the Bid Documents, for this Request for Proposal.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Fields of Farm Colony Subdivision Detention Pond Outlet Remediation and Trail Reconstruction” and the name and address of the bidder. No responsibility shall be attached to the County or KCPBZ for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement, including the Bid Forms, have been completed.
Completed bids can be forwarded or mailed to Kendall County Planning, Building and Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois, 60560. Bids must be received before June 28, 2013 at 2:00 P.M. C.S.T. in order to be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

**Pre-Qualification:** The Bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the reference company name, contact person’s name, company address, company telephone number and a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the Bidder to satisfactorily perform the work including proof that the Bidder:

- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Has the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

**Bid Opening:** Bids shall be stamped with the date and time received. The bids shall be opened on June 28, 2013 at 2:00 P.M. C.S.T. by KCPBZ or designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all Bidding Documents to the Planning, Building and Zoning Committee.

**Bid Award:** It is the intent of Kendall County to award the bid to the lowest responsible Bidder who has met all stipulations of the Bidding Documents, including the Agreement and Addenda, if any. The County reserves the right to award only the Base Bid items or any combination of Base Bid plus Bid Alternates items as determined to be in the best interest of the County. The Contract will be awarded on a Lump Sum basis; however, the County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form – Attachment C. A Bidder will be considered non-responsive if they do not provide a bid for all items (Base Bid and Bid Alternates).

**Rejection of Bids:** The County and KCPBZ reserve the right to reject any or all bids; to waive technicalities; and reserve the right to award a contract which is in the best interests of Kendall County.

The County reserves the right to reject the Bid of any Bidder who has not completed a prior project, whether with the County or elsewhere, because of the fault of the Bidder, its Subcontractors or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of its Subcontractors demanding direct payment from the owner; has a work record of its Subcontractors, employees or material suppliers complaining to the County or other

Fields of Farm Colony Bid Documents 6
awarding authority regarding the Bidder’s failure to pay them; or has a record of its failure to comply with State laws, County ordinances or municipal codes. “Work record” or “record” constitutes a minimum of one event in the work history of the Bidder.

**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

**Execution of Contract:** The accepted Bidder shall assist and cooperate with County in preparing Attachment A – the Agreement and within five (5) days following its presentation shall execute same and return to Senior Planner Angela Zubko of KCPBZ. The Agreement shall be executed before the offer expires.

**Bid Forms.** Each Bid shall be submitted on the Bid Form included herein as part of Attachment C, the Schedule of Prices included herein as Attachment D and the Bid Price included herein as part of Attachment C. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. All blank spaces shall be filled. Any and all blank spaces shall constitute sufficient cause to reject any bid. The Bid Form shall be completed in ink or by typewriter. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No bids will be accepted after 2:00 P.M. C.S.T. on June 28, 2013.

**Contents of Proposals:** Proposals shall state a total bid price to perform all of the work described in the Plans attached hereto as Attachment E, entitled, “Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction,” dated June 13, 2013 (Base Bid), as well as that work described herein as the Bid Alternate. Bidders are encouraged to visit the site and become thoroughly familiar with all the work that is to be performed under this bid. A Location Map showing the site is attached hereto as Attachment B. Existing conditions, dimensions and elevations that may affect the bid should be noted and accounted for. All aspects of the proposed construction that are required to provide a thoroughly completed project should be included in the lump sum bid price.

**Requests for Payment:** With requests for payment, the Bidder shall furnish the County with waivers of lien for all subcontractors or material suppliers involved with the construction of this project.

**Building Permit(s):** The Bidder does not need to obtain any building permits from the Kendall County Planning, Building and Zoning Department for construction.

**Construction Easement:** All work and access shall occur within existing easements and the Bidder shall perform all work in accordance with easement terms and conditions. Bidder shall notify the County of any work or access anticipated outside existing easements and shall be responsible to secure necessary and required easements before construction begins.
ATTACHMENT A

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS, a unit of local government, (hereinafter “Kendall County” or “County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and Wilkinson Excavating, which is registered as an S-Corp Company within the State of Illinois, with its principal place of business at 725 E. LaSalle, Somonauk, IL, 60552 (hereinafter referred to as “Bidder”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. All recitals set forth above are hereby incorporated in this Agreement by reference.

2. Pursuant to and set forth in this Agreement, Bidder will provide Kendall County with the following services: The removal and re-construction of two (2) detention pond outlet structures, erosion restoration as well as the re-construction of a section of a limestone screening trail in the Fields of Farm Colony Subdivision. The area containing the aforementioned ponds and trails lies in unincorporated Kendall County, Illinois and is bounded by Illinois Route 71 to the west, Reservation Road to the north, Minkler Road to the east and Hilltop Road to the south. More specifically, the project location includes the existing detention ponds and trail bounded by Audrey Avenue to the south and Fields Drive to the north. Please see attached Attachment B and Attachment E, for a depiction of the project area and location map. Services set forth herein shall be referred to as, “the Project.”

3. This Agreement includes Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Prices, Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction and all Addenda, if any, Notice to Bidders, Instructions to Bidders, any other attachments and the terms of the RFP dated June 13, 2013, all of which are hereby incorporated by reference and collectively referred to herein as “the Agreement”.

4. **Damages:** All work under this contract shall be completed by September 1, 2013. Liquidated damages of $500 per day shall be assessed for every calendar day that the Project is incomplete past the September 1st completion date.

5. **Independent Contractor:** Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Bidder understands and agrees that Bidder is solely responsible for paying all wages, benefits and any other compensation due and owing to Bidder’s officers, employees, and agents for the performance of services set forth in the Agreement. Bidder further understands and agrees that Bidder is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Bidder’s officers, employees and/or agents who perform services as set forth in the Agreement. Bidder also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Bidder, Bidder’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Bidder, Bidder’s officers, employees and agents. Bidder hereby indemnifies and agrees to waive any right to recover alleged damages,
penalties, interest, fees (including attorneys' fees), and/or costs from Kendall County, its board members, officials, employees, insurers, and agents for any alleged injuries that Bidder, its officers, employees and/or agents may sustain while performing services under the Agreement. Bidder shall exercise general and overall control of its officers, employees and/or agents.

6. **Presence of Foreman:** Bidder hereby agrees to have a foreman present at all times when work is being done at the Project site. If at any time work is being done at the Project site and the foreman is not present, it will be considered a breach of this Agreement.

7. **Unsatisfactory Workers:** Should Kendall County have a complaint regarding the performance of the services or the behavior of Bidder’s officers, employees and/or agents performing services under this Agreement, or should Kendall County request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County shall transmit the same to the Bidder’s on-site foreman and/or to any other member of Bidder’s management, who shall take immediate action and shall resolve the problem to Kendall County’s satisfaction. Bidder’s failure to take immediate action and/or to resolve the problem to Kendall County’s satisfaction may result in a material breach of the Agreement.

8. **Conflicting Terms:** In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: Attachment A/ Agreement, then Attachment C/ Bid Price and Bid Form, then Attachment D/ Schedule of Prices, then Attachment E/ Engineering Plans, then Attachment B/ Location Map, then other Attachments or Exhibits to this Agreement, if any, then the Notice to Bidders dated June 13, 2013, then the Instructions to Bidders, then the Addenda, if any.

9. **Conformity with the Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any provisions of this Agreement which may be prohibited or held unenforceable in any court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois.

10. **Indemnification:** Bidder shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its elected officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from or relating to any loss, damage, injury, death (collectively, the “Claims”), to the extent such Claims result from the Bidder’s negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its elected officials, officers, employees, including their past, present, and future board members, elected officials and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, 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 participation in its defense shall not remove Bidder's duty to indemnify and hold the County harmless, as set forth above.

11. **Changes**: County reserves the right by written change order or amendment to make changes in requirements, amount of work, or construction time schedule adjustments, and Bidder and County shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Bidder that this Agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for written approval and voted upon by the County Board prior to acceptance and expenditure. Should any changes to relevant regulations, laws, or codes substantially affect the Bidder's services or obligations, the County agrees to reasonably attempt to negotiate with the Bidder for appropriate changes to the scope or price of this Agreement, or both.

12. **Non-Appropriation**. In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, Bidder has the right to terminate the Agreement upon providing thirty (30) days’ written notice to the County. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

13. **Suspension of Work**: The County reserves the right to suspend the Project or any part of the Project herein specified, without compensation to the Bidder for such suspension, other than to extend the time for completion of the Project to the extent it may have been delayed by such suspension. No allowance for damage will be made for such delay.

14. **Termination**: This Agreement may not be amended or modified except by a writing signed by the parties hereto. This Agreement may be terminated by the County upon written notice delivered to Bidder at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

15. **Documents Delivered to Client**: Drawings, specifications, reports, and any other Agreement documents prepared by Bidder in connection with any or all of the services furnished hereunder shall be delivered to the County for the use of the County. County shall have the right to retain originals of all Agreement documents and drawings for its files. Furthermore, it is understood and agreed that the Agreement documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These drawings, specifications, reports and any other Agreement documents are and shall remain the property of the County. The County may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the use of the Project.

16. **Kotecki Waiver**: When construction observation tasks are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:
Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

17. Ability to Contract: Bidder certifies that Bidder is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

18. Construction Easement: All work and access shall occur within existing easements and the Bidder shall perform all work in accordance with easement terms and conditions. Bidder shall notify the County of any work or access anticipated outside existing easements and shall be responsible to secure necessary and required easements before construction begins.

19. Anti-Discrimination: Bidder, its 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.

20. Assignment: No party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement.

21. Warranties: All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County and KCPBZ. All services, materials and components shall conform to relevant manufacturers' and equipment suppliers' specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

22. Notice: Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Suite 316, Yorkville, Illinois, 60560, fax (630) 553-4179; with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to: Jeff Wilkinson, Wilkinson Excavating, 725 E. LaSalle, Somonauk, IL 60552, phone (815) 498-9733.

Fields of Farm Colony Bid Documents
23. **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.

24. **Authority to Execute Agreement:** The County of Kendall and Bidder 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.

25. **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, 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.

26. **Insurance:** Bidder will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days’ prior written notice, given by the insurance carrier to Kendall County. Before starting work hereunder, Bidder shall deposit with 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, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. 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. Also, Kendall County shall be designated as the certificate holder.

27. **Remedies:** 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 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.

28. **Protection of Work and Clean-Up:** The Bidder shall be responsible for the protection of all work (including, but not limited to, all work performed by Bidder) until its completion and
final acceptance, and shall at Bidder’s own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under their direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the County.

29. **Notification of Public & Private Utilities:** The Bidder shall notify J.U.L.I.E. for public utility locations and the KCPBZ for Customer's private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Bidder or Bidder’s Subcontractors will have to be replaced and/or repaired by the Bidder at Bidder’s expense.

30. **Subcontractors:** The subcontracting shall be done in accordance with, and the Bidder shall be bound by, the following provisions:

A. As soon as practicable after execution of the Agreement, Bidder shall furnish in writing to the County the names of persons or entities (including those who are to furnish materials, tools or equipment fabricated to a special design) proposed for each principal portion of the Project. The County may reply within fourteen (14) calendar days to the Bidder in writing stating (1) whether the County have reasonable objection to any such proposed person or entity or (2) that the Bidder and the County require additional time for review.

B. The Bidder shall not contract with a proposed person or entity to which the County have made reasonable and timely objection.

C. If the County has any reasonable objection to a person or entity proposed by the Bidder, the Bidder shall propose another to whom the County has no reasonable objection.

D. The Bidder shall not substitute a Subcontractor, person or entity previously selected the County make reasonable objection to such substitution.

E. By appropriate written agreement, the Bidder shall require each Subcontractor, to the extent of the Project to be performed by the Subcontractor, to be bound to the Bidder by the terms of the Agreement, and to assume toward the Bidder all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s work on the Project, which the Bidder, by this Agreement, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County under the Agreement with respect to the work to be performed on the Project by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Bidder shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Bidder shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, a copy of the Agreement. All subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Agreement.
F. The subcontracting of any part of the work will in no way relieve the Bidder of his or her responsibility under the Agreement.

31. **Prevailing Wage:** This Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Wage Act”). Such work shall be covered under the Wage Act. The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Wage Act, including, but not limited to, all wage, notice and record-keeping duties.

32. **Waiver of Lien:** Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to County a final waiver of lien for all subcontractors and/or suppliers.

33. **Drug Free Workplace:** Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

34. **Public Construction Bond:** Because the total cost of the public work to be performed by Bidder pursuant to this Agreement exceeds $5,000.00, Bidder must furnish, supply and deliver a separate construction performance bond and a separate payment bond, each in the full amount of the project cost of the accepted Bid and Bid Alternate to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq. within the five (5) day time frame to complete Attachment A – the Agreement as identified in the Instructions to Bidders.

35. **Employment of Illinois Workers on Public Works Act:** If at the time the Bid Documents are executed, or if during the term of the Bid Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Employment Act”), Bidder, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Employment Act. Bidder understands that the Employment Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) Illinois laborer as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Bidder understands and agrees that its
failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

36. Payment: In consideration for Bidder providing the services, to the satisfaction of the County, as set forth in this Agreement, the County agrees to pay Bidder the total LUMP SUM amount of $63,005.00. The Contract will be awarded on a Lump Sum basis; however, the County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form – Attachment C. Bidder will be compensated for its work on the Project upon full completion of the Project. With requests for payment, the Bidder shall furnish the County and KCPBZ with waivers of lien for all subcontractors or material suppliers involved with the construction of this project. Once Bidder has completed all work and shown that there are no liens from Bidder and subcontractors or any material suppliers, then Bidder will be entitled to compensation from the County.

To receive compensation, Bidder must present an invoice to Senior Planner Angela Zubko with KCPBZ. The total amount of the invoice shall be paid within thirty (30) days after approval by a majority vote of the Kendall County Board. The County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work. Payment of the invoice is subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this ______ day of ______________, 2013.

<table>
<thead>
<tr>
<th>BIDDER: Wilkinson Excavating</th>
<th>KENDALL COUNTY, ILLINOIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>NAME:</td>
<td>NAME: John Shaw</td>
</tr>
<tr>
<td>TITLE:</td>
<td>TITLE: Kendall County Board Chairman</td>
</tr>
</tbody>
</table>

[Signature]
ATTACHMENT B

LOCATION MAP
Fields of Farm Colony Subdivision
Yorkville, IL 60560
ATTACHMENT C

LUMP SUM BID FORM

KENDALL COUNTY PLANNING, BUILDING & ZONING DEPARTMENT

FIELDS OF FARM COLONY POND OUTLET, EROSION RESTORATION AND
TRAIL RECONSTRUCTION

| BID OPENING: | June 28, 2013 2:00 P.M. C.S.T. |

BID SUBMITTED BY: Wilkinson Excavating

Address:

725 E LaSalle

Somonauk IL 60552

Phone (815) 498-9733
ATTACHMENT C, cont'd.

LUMP SUM BID PRICE

TOTAL - LUMP SUM BASE BID

$52705.00

(AMOUNT IN FIGURES)

TOTAL - LUMP SUM BID ALTERNATE 1

$6700.00

(AMOUNT IN FIGURES)

TOTAL - LUMP SUM BID ALTERNATE 2

$3600.00

(AMOUNT IN FIGURES)

The undersigned hereby agrees to construct all improvements as detailed in the plans entitled, "Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction," attached hereto as Attachment E, dated June 13, 2013, and under the terms and conditions set forth in the Instructions to Bidders, for a total bid price of:

TOTAL LUMP SUM BID - BASE BID AND BID ALTERNATES 1 AND 2

Sixty Three Thousand Five Dollars

(written in words)

and Zero Cents. $63005.00

(in figures)

Signature of Bidder

President

Title

Date
### ATTACHMENT D

#### SCHEDULE OF PRICES – LUMP SUM BASE BID (PER PLAN)

<table>
<thead>
<tr>
<th>ITEM NO.</th>
<th>PAY ITEM</th>
<th>UNIT</th>
<th>QUANTITY</th>
<th>UNIT PRICE ($)</th>
<th>TOTAL ($)</th>
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<td>1</td>
<td>MOBILIZATION</td>
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<td>2</td>
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<td>EARTHWORK</td>
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**TOTAL BASE BID AS A LUMP SUM**: $52,705
**ATTACHMENT D, cont’d.**

**BID ALTERNATES**

_Bid Alternate 1:_ Contractor to provide all labor, materials, and equipment to reconstruct existing 8 ft. wide limestone trail extending from the north edge of Audrey Avenue to Station 0 +25 (south end of proposed base bid plan).

_Bid Alternate 2:_ Contractor to provide all labor, materials, and equipment to reconstruct approximately 400 feet of existing 8 ft. wide limestone trail beginning from about 500 feet north of the north edge of Fields Drive.

**SCHEDULE OF PRICES – LUMP SUM BID ALTERNATE 1**

<table>
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<tr>
<th>ITEM NO.</th>
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<th>QUANTITY</th>
<th>UNIT PRICE ($)</th>
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**SCHEDULE OF PRICES – LUMP SUM BID ALTERNATE 2**

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<td></td>
<td></td>
<td>$3600.00</td>
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ATTACHMENT E

Engineering Plans for

Fields of Farm Colony, Pond Outlet and Trail Reconstruction

Full sized engineering plans attached
July 29, 2013

Ms. Angela Zubko  
Senior Planner  
Kendall County Department of Planning, Building & Zoning  
111 West Fox Street, Room 203  
Yorkville, IL 60560-1488

Subject: Proposal for Construction Engineering Services  
Fields of Farm Colony Pond Outlet/Trail Remediation

Dear Ms. Zubko:

Thank you for considering Wills Burke Kelsey Associates, Ltd. (WBK) for the opportunity to continue to assist you and the County with engineering related projects. We are pleased to provide this proposal related to construction observation services for the planned pond outlet/trail improvements in the Fields of Farm Colony residential development. Preparing this proposal requires the exercise of professional engineering judgment, and as such, this proposal remains the proprietary instrument of service of the firm Wills Burke Kelsey Associates. Included below is our Understanding of the Assignment, Scope of Services and Estimate of Fee to complete the proposed scope.

UNDERSTANDING OF THE ASSIGNMENT

The County is requesting construction engineering and survey services needed to provide construction observation related to the pond outlet and trail remediation project in the Fields of Farm Colony Subdivision. In general, we envision the work to include 1) pre-construction activities, 2) construction observation, and 3) preparation of a record survey.

SCOPE OF SERVICES

We anticipate the following Scope of Services:

TASK 1 – PRE-CONSTRUCTION ACTIVITIES

Bid Tabulation and Contract Assistance. We will prepare a Bid Tabulation summary and review the bids received on behalf of the County. WBK will also assist the County with coordination and receipt of needed contract document information from the selected Contractor (i.e. performance bonds, insurance certificates).

Review of Existing Data. Our Engineer/Inspector will review plans, specifications, contract documents, and implement action items determined to be required.
Project Set-up. We will create electronic and hard copy file organization which includes, but not limited to pay requests, weekly reports, change orders, traffic control, material inspection, quantity documentation, erosion control reports and other files and forms required by the County.

Document Site Conditions. The Engineer/Inspector will create a preconstruction photo log record of the existing site conditions within the project limits with the Contractor present.

Contractor Walk Through. The Engineer/Inspector will schedule a site visit and walk through with the Contractor to assess any changes to the site since final design was completed, and review all existing conditions as well as previously assembled photo log with the Contractor. We will coordinate Contractor staging, equipment, and material storage areas with the Contractor.

TASK 2 – CONSTRUCTION OBSERVATION SERVICES

Wills Burke Kelsey Associates will provide Engineering/Inspector personnel to perform construction observation of the Contractor’s operations for compliance with the plans, specifications, and contract documents. We anticipate that one of our staff engineers or technicians will be on-site(s) an average of 10 hours a week for the duration of the construction. At this time, we anticipate that construction will take up to four weeks. Our staff will be there to address contractor questions and to ensure that the construction is in accordance with the plans and specifications for the project. The Engineer/Inspector services will also include, but not be limited to: completing documentation required by the County, and maintaining daily contact with the Contractor’s personnel to proficiently provide the engineering services necessary for the Contractor’s continued progress.

More specifically, we envision our Engineer/Inspector will perform the following work items.

- Observe daily construction work of the contractor for compliance to the plans, permits and specifications.
- Coordinate daily with Contractor on work and schedule.
- Work with County staff to prepare and submit all partial and final payment estimates, change orders, records, certifications, documentation, and reports.
- Field markup of record drawings (penciled redlines).
- Evaluate and provide engineering solutions to solve construction conflicts.
- Prepare and coordinate the Punch list and closure.
- Prepare final documentation, project closeout with the County.

TASK 3 – RECORD SURVEY SERVICES

WBK will survey and prepare the record drawings to document the constructed improvements. The survey will include the rims and inverts of new structures placed, as well as new areas of trail and finished grade of the project area. The approved design plans will be utilized as the base sheets for the record plans and a set of Record Drawings will be prepared and provided to the County. We envision that this work will require up to two days of field survey and associated downloading/merging of information gathered. We will provide the County with one complete set of record drawings along with an electronic copy in AutoCAD and PDF format.
SUPPLEMENTAL SERVICES

In preparing this proposal, we have attempted to provide you with a complete package of the services anticipated at this point in time. In doing so, we have made some assumptions which will need to be verified. Any findings which are not consistent with our assumptions may impact the budget for this project. We will thoroughly discuss any such findings with you and discuss any budget revisions prior to proceeding. Our assumptions are as follows:

- The site was never used for storage of hazardous materials, and therefore the cost of an environmental assessment, mitigation, clean-up and permitting services are not included.

Engineering and surveying services which have not been included in the above detailed scope of work, are usually referred to as “Supplemental Services.” If, during the engineering process, it becomes apparent that additional services will be required, or if major changes in the scope of work are made by you or any regulatory agency or municipality, upon your request, we shall perform or obtain from others such services. WBK will be paid for such services on an hourly basis, or based on subsequent proposal/contract agreements, at the option of the County.

Tasks considered as Supplemental Services include, but are not limited to, major changes to the scope of work, expert witness testimony in any litigation or other court proceedings involving this project, revisions to previously approved studies and/or design documents, major revisions to the site plan or building footprints, unanticipated improvements (on or off site), structural design, mechanical design, studies or reports not specifically listed under the Scope of Basic Services, letter of credit reduction services, preparation of any plats not specifically listed under the Scope of Basic Services, design of buildings, landscaping, lighting, etc., and construction staking or re-staking not specifically listed in the Scope of Basic Services.

ESTIMATE OF FEE

The following table summarizes the estimated costs to complete the Tasks described above.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Pre-Construction Activities</td>
<td>$1,400</td>
</tr>
<tr>
<td>Task 2: Construction Observation Services</td>
<td>$8,100</td>
</tr>
<tr>
<td>Task 3: Record Survey Services</td>
<td>$2,400</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$11,900</strong></td>
</tr>
</tbody>
</table>

We propose to bill you on a time and material basis established in our contract at a dollar figure that is shown above, and we will not exceed without prior written authorization.

We will bill you at the hourly rates specified on the attached Schedule of Charges and establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are an integral part of this contract for professional services. We reserve the right to increase our fees by five percent (5%) on December 31st of each calendar year.
Our project manager on this project will be Mr. Scott Randall, P.E. He will be the point of contact for this work and will coordinate/supervise staff needed from our pool of engineers and scientists to complete this work.

If this proposal is acceptable, please sign both copies and return one to us as an indication of your acceptance of these terms and as notice to proceed.

Thank you for the opportunity to assist you on this project. If you have any questions, please do not hesitate to call.

Sincerely,

Scott F. Randall, P.E., CFM
Senior Water Resources Engineer

Greg Chismark, P.E.
Executive Vice President

Encl. 2013 Schedule of Charges (April 9, 2013)
General Terms and Conditions with Kendall County (February 4, 2013)

THIS PROPOSAL, SCHEDULE OF CHARGES, AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

BY: ________________________________

TITLE: ______________________________

DATE: ______________________________
# WILLS BURKE KELSEY ASSOCIATES, LTD.
## 2013 Standard Charges for Professional Services

<table>
<thead>
<tr>
<th>Classification</th>
<th>Hourly Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$ 205</td>
</tr>
<tr>
<td>Engineer VI</td>
<td>$ 196</td>
</tr>
<tr>
<td>Engineer V</td>
<td>$ 165</td>
</tr>
<tr>
<td>Engineer IV</td>
<td>$ 140</td>
</tr>
<tr>
<td>Engineer III</td>
<td>$ 108</td>
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<tr>
<td>Engineer II</td>
<td>$ 90</td>
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<tr>
<td>Engineer I</td>
<td>$ 80</td>
</tr>
<tr>
<td>Engineering Technician IV</td>
<td>$ 138</td>
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<tr>
<td>Engineering Technician III</td>
<td>$ 116</td>
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<tr>
<td>Engineering Technician II</td>
<td>$ 97</td>
</tr>
<tr>
<td>Engineering Technician I</td>
<td>$ 81</td>
</tr>
<tr>
<td>Senior Structural Engineer</td>
<td>$ 155</td>
</tr>
<tr>
<td>Senior Soil / Environmental Scientist V</td>
<td>$ 151</td>
</tr>
<tr>
<td>Soil / Environmental Scientist</td>
<td>$ 110</td>
</tr>
<tr>
<td>Environmental Resource Specialist IV</td>
<td>$ 113</td>
</tr>
<tr>
<td>Environmental Resource Specialist III</td>
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<tr>
<td>Environmental Resource Specialist II</td>
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<tr>
<td>Environmental Resource Specialist I</td>
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<tr>
<td>Urban Planner VI</td>
<td>$ 175</td>
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<tr>
<td>Urban Planner V</td>
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<tr>
<td>Urban Planner IV</td>
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<td>Urban Planner III</td>
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<tr>
<td>Landscape Architect</td>
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<tr>
<td>Survey III</td>
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<tr>
<td>GIS Analyst</td>
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<tr>
<td>Engineering Intern</td>
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<tr>
<td>Administrative</td>
<td>$ 77</td>
</tr>
<tr>
<td>Office Professional</td>
<td>$ 62</td>
</tr>
<tr>
<td>Direct Costs: Copies &amp; Prints, Messenger &amp; Delivery Services, Mileage, etc.</td>
<td>Cost +10%</td>
</tr>
</tbody>
</table>

Charges include overhead and profit.

Wills Burke Kelsey Associates, Ltd. reserves the right to increase these rates and costs by 5% effective January 1, 2014.

Updated 4/9/2013
1. **Relationship Between Engineer and Client:** WILLS BURKE KELSEY ASSOCIATES, LTD. (Engineer) shall serve as Client’s professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumptions of the services upon expiration of the Suspension of Services Order. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer’s failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement’s termination.

6. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.
It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.

8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing
agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. **Affirmative Action:** The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

   It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

   All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

   All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

12. **Indemnification:** Engineer shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Client Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the Engineer's negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Engineer's duty to indemnify and hold the County harmless, as set forth above.

   In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence
bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. **Opinions of Probable Cost:** Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

14. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer’s services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator’s fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns:
provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

16. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.

17. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

18. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

19. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

20. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.

21. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.

22. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer
performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

24. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party’s place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Yorkville, Illinois 60560, fax (830) 553-4214 with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (830) 553-4204. And, in the case of Engineer, to: Greg Chismark, Wills, Burke, Kelsey Associates, Ltd. 118 W. Main Street, Suite 201, St. Charles, IL 60174

25. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer’s total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer’s total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney’s fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of $2,000,000.00 each occurrence and $4,000,000.00 general aggregate; General Liability of $1,000,000.00 per occurrence and $2,000,000.00 aggregate; Automobile Liability of $1,000,000.00; and an Excess/Umbrella of $5,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer’s behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer’s negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

26. **Client’s Responsibilities:** The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client’s objectives, schedule, constraints, criteria, special equipment, systems and site requirements.
The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding Insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for
the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. **Payment:** Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

   **Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker’s Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the “Indemnitees”) from and against all such loss, expense, damage or injury, including reasonable attorneys’ fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees’ own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. **Job Site Safety/Supervision & Construction Observation:** The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor’s rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client’s contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.
When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer (to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. **Insurance and Indemnification:** The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. **Hazardous Materials/Pollutants:** Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective
action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. **Non-Discrimination:** Engineer, its 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.

34. **Compliance With State and Federal Laws:** Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

35. **Authority To Execute Agreement:** The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services 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.

36. **Venue:** The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

37. **Non-Apportionment:** In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to non-appropriation of funds, Engineer has the right to terminate the Agreement upon providing thirty (30) days written notice to Engineer. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

38. **Insurance:** Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. 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 herein. Before starting work hereunder, Engineer shall deposit with Subscriber 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, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. 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. Also, Kendall County and shall be designated as the certificate holders.

39. **Certification:** Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

40. **Drug Free Workplace:** Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

41. **Prevailing Wage:** To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.
KENDALL COUNTY
ADMINISTRATION/HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, August 1, 2013 at 4:00 P.M.
County Board Rooms 209-210

I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 4:00 p.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick (4:10 p.m.), Judy Gilmour, Dan Koukol and John Purcell (4:02 p.m.)

Other Board Members Present: Matthew Prochaska

Committee Members Absent: Elizabeth Flowers

Others present: Glen Campos, Stan Laken, Paul LaLonde, Becki Rudolph, John Sterrett and Jeff Wilkins

III. APPROVAL OF MINUTES
A motion was made by Dan Koukol to approve the June 6, 2013 meeting minutes, second by Matt Prochaska. With all voting aye, the motion carried.

IV. PUBLIC COMMENT- None

V. REPORTS

County Administrator

- Resolution authorizing execution of Section 5311-Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation for State Fiscal Year 2014: Jeff Wilkins explained that this is the annual contract, and that it has been reviewed by the State’s Attorney’s Office. Motion made by John Purcell to forward the resolution authorizing execution of Section 5311-Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation for State Fiscal Year 2014, second by Dan Koukol. With all in agreement, the motion carried.

- Resolution Designating the Program Compliance Oversight Monitor for Section 5311 and Illinois Downstate Operating Assistance Grants: Jeff Wilkins explained that this is now a requirement by IDOT to have one primary point of contact (PCOM) for this agreement. Jeff Wilkins is recommending John Sterrett to fill this role. Wilkins said that he, Latreese Caldwell and John Sterrett will all work together with Paul LaLonde on the actual agreement, but IDOT will not allow the operator to fulfill the PCOM position.
Dan Koukol made a motion to approve the resolution appointing John Sterrett as the Program Compliance Oversight Monitor for Section 5311 and Illinois Downstate Operating Assistance Grants, second by John Purcell. With all in agreement, the motion carried.

- **Review FY 2014 Administration budget and County Board budget:** Mr. Wilkins reviewed the proposed Administrative Services budget, and said that he reduced the Contractual Services line item because the Department of Health & Human Services will now begin paying the Solid Waste Consultant. Wilkins also reduced the Labor and Negotiations contracted line item because the likelihood of arbitration is less. Another change was an increase to the Educational Reimbursement line item from $9000 to $12,000. Wilkins said that this year’s line item will be over budget.

Mr. Wilkins reviewed the County Board budget and said that there was one increase to the Dues/Membership line item due to the elimination of the Metro Counties membership for $3,600. Wilkins felt information could be obtained from other organization memberships. The other change was an increase in the miscellaneous line item which is reflective of the picnic costs, as well as funeral and memorial flower costs.

- **Review survey of tuition reimbursement policies, county tuition reimbursement policy and contract requirements, and application form:** Review and discussion of current policy, recommended change of the required grade per course from C to B, and changing the budget amount from $9000 to $12,000 for FY 2014.

**Insurance/Benefits Update**

- **Recommend changes to the wellness program necessitated by the Affordable Care Act:** Jeff Wilkins reported that Jim Pajaskus received a quote for the County’s status quo plans (13 months) of 5.5 percent, Pajaskus said that .05% would be for the guaranteed rates for that additional month, and the remainder was fees for the Affordable Care Act. The quote for the revised plans would be 1.8 percent, which does not include Dental. Wilkins asked Pajaskus to obtain comparables and share those findings with the committee at the September meeting.

Wilkins reminded the committee of a previous discussion on the Wellness Program screening charges that would apply to employees with HMO coverage, but not to employees with PPO coverage. Discussion on whether to continue the screenings or not offering the program knowing some employees would be charged and others would have no cost. Decision was made by the committee to discontinue the program due to changes in the Affordable Care Act.

**Technology Director**

- **Overview of new website design:** Stan Laken reviewed the new website and changes that have been made following suggestions from Board members and a website focus group. Discussion on additional suggestions/changes that would make the website more user-friendly. Laken said they plan to release the new website in mid-August.
- **Review FY 2014 Technology Budget:** The committee decided to wait until the Technology Budget Hearing on August 23rd to review the budget.

VI. **OTHER ITEMS OF BUSINESS**

- **Electric Aggregation Ballot Question (December 30, 2013 resolution deadline for March 18, 2014 ballot):** Jeff Wilkins gave background and history on the Electric Aggregation Ballot Question that was added to the last ballot. This particular ballot question would apply to the residents in unincorporated Kendall County. Discussion on the benefits of adding this item to the ballot for the March 18, 2014, to offer cost savings to citizens. John Purcell made a motion to forward for the County Board to approve the addition of the Electric Aggregation question on the March 18, 2014 ballot, seconded by Lynn Cullick. With all in agreement the motion carried.

- **Approve 2014 Holiday Schedule as provided by the 23rd Judicial Circuit:** The committee reviewed the proposed holiday schedule provided by the Judicial Administration office. Lynn Cullick made a motion to forward the 2014 Holiday Schedule to the County Board for approval, seconded by Matt Prochaska. With all in agreement, the motion carried.

VII. **ACTION ITEMS FOR COUNTY BOARD:**

- **Resolution authorizing execution of Section 5311-Downstate Operating Assistance Grant Agreement with the Illinois Department of Transportation for State Fiscal Year 2014**
- **Resolution Designating the Program Compliance Oversight Monitor for Section 5311 and Illinois Downstate Operating Assistance Grants**
- **Approve addition of the Electric Aggregation Ballot Question for the March 18, 2014 ballot, with a resolution deadline of December 30, 2013**
- **Approve 2014 Holiday Schedule as provided by the 23rd Judicial Circuit**

VIII. **EXECUTIVE SESSION** – None

IX. **PUBLIC COMMENT** - None

X. **ADJOURNMENT**

John Purcell moved to adjourn the meeting at 5:54 p.m., Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

The next meeting will be on Thursday, September 5, 2013.

Respectfully Submitted,
Valarie McClain
Administrative Assistant
Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement

Resolution Number

WHEREAS, the provision of public transit service is essential to the people of Illinois; and

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

WHEREAS, the Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) ("Act") authorizes the State of Illinois, acting by and through the Illinois Department of Transportation, to provide grants and make funds available to assist in the development and operation of public transportation systems; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 or the Act.

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

Section 1. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 and the Act for fiscal year 2014, for the purpose of off-setting a portion of the Public Transportation Program operating expenses and deficits of KENDALL COUNTY.

Section 2. That while participating in said operating assistance program KENDALL COUNTY will provide required local matching funds.

Section 3. That the County Administrator is hereby authorized and directed to execute and file on behalf of the Kendall County such application.

Section 4. That the County Administrator of the KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 5. That County Board Chairman of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of the KENDALL COUNTY, a Section 5311-Downstate Operating Assistance Grant Agreement ("Agreement") with the Illinois Department of Transportation and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 and the Act for fiscal year 2014.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2014.

PRESENTED and ADOPTED this 6th day of August, 2013

Signature of Authorized Official: ________________________________

John A. Shaw, County Board Chairman

Attest: ________________________________

Debbie Gillette, County Clerk
RESOLUTION DESIGNATING THE PROGRAM COMPLIANCE OVERSIGHT MONITOR FOR SECTION 5311 AND ILLINOIS DOWNSTATE OPERATING ASSISTANCE GRANTS

WHEREAS, Kendall County is a current grant recipient for public transportation financial assistance from the Illinois Department of Transportation (IDOT) under Section 5311 of the Federal Transit Act of 1991 and the Illinois Downstate Operating Assistance program; and

WHEREAS, IDOT requires all recipients of Section 5311 and Downstate Operating Assistance (DOAP) funds to designate a Program Compliance Oversight Monitor (PCOM); and

WHEREAS, this requirement is being administered to fulfill the vision of all citizens of Illinois having access to efficient, cost-effective, and reliable public transit service; and

WHEREAS, as part of the FY2014 grant agreement for Section 5311 and Downstate Operating Assistance, Kendall County must appoint a PCOM; and

WHEREAS, the PCOM will serve as the primary contact with IDOT for the Section 5311 and DOAP grants; and

WHEREAS, the PCOM will be responsible for developing and updating a Public Transportation Service Plan and shall submit an annual report to IDOT containing a summary and analysis of the activities monitored; and

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

The County Board hereby designates John Sterrett as the Program Compliance Oversight Monitor for the Section 5311 and Downstate Operating Assistance grant programs.

Approved and adopted by the County Board of Kendall County, Illinois, this 6th day of August, 2013.

Attest:

John Shaw, Chairman  Debbie Gillette
County Board        County Clerk
IN THE CIRCUIT COURT FOR THE TWENTY-THIRD JUDICIAL CIRCUIT

GENERAL ORDER 13-4

IN THE MATTER OF THE ADOPTION OF THE COURT CALENDAR FOR THE YEAR 2014

IT IS HEREBY ORDERED THAT:

The Circuit Court for the 23rd Judicial circuit of the State of Illinois shall adjourn, and the Office of the Circuit Clerks of DeKalb and Kendall Counties shall be closed on the following legal holidays for the year 2014:

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<tr>
<th>HOLIDAY</th>
<th>OBSERVED</th>
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<tr>
<td>New Year’s Day</td>
<td>Wednesday, January 1, 2014</td>
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<tr>
<td>Martin Luther King Jr. Day</td>
<td>Monday, January 20, 2014</td>
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<tr>
<td>Lincoln’s Birthday</td>
<td>Wednesday, February 12, 2014</td>
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<tr>
<td>Washington’s Birthday (Observed)</td>
<td>Monday, February 17, 2014</td>
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<tr>
<td>Memorial Day</td>
<td>Monday, May 26, 2014</td>
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<tr>
<td>Independence Day</td>
<td>Friday, July 4, 2014</td>
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<tr>
<td>Labor Day</td>
<td>Monday, September 1, 2014</td>
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<tr>
<td>Columbus Day (Observed)</td>
<td>Monday, October 13, 2014</td>
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<tr>
<td>Veterans’ Day</td>
<td>Tuesday, November 11, 2014</td>
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<td>Thanksgiving Day</td>
<td>Thursday, November 27, 2014</td>
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<td>Day Following Thanksgiving Day</td>
<td>Friday, November 28, 2014</td>
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<tr>
<td>Christmas Day</td>
<td>Thursday, December 25, 2014</td>
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Dated this 25th day of June, 2013

Timothy J. McCann, Chief Judge
Kendall County
Economic Development Committee

Meeting Minutes
Friday, July 26, 2013
Kendall County Board Room

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

Roll Call
Members Present: Dan Koukol, Judy Gilmour, Lynn Cullick, Amy Cesich, and Matt Prochaska (arrived at 9:20 a.m. from the Housing Authority meeting)
Members Absent: None
Other Board Members Present: None
Staff Present: Jeff Wilkins, County Administrator, and John Sterrett, Economic Development Coordinator

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

Approval of Minutes
Ms. Cesich made a motion, seconded by Ms. Gilmour, to approve the May 24, 2013 meeting minutes. With a voice vote of all ayes, the motion carried.

Ms. Gilmour made a motion, seconded by Ms. Cullick, to approve the June 7, 2013 special meeting minutes. With a voice vote of all ayes, the motion carried.

New Business
Kendall County Job and Resource Fair Recap
Mr. Koukol summarized the 2013 Kendall County Job and Resource Fair stating that the event was an overall success. The number of job seekers was similar to that of last year’s event and totaled about 200. There was an increase in the number of employers at the event. Mr. Sterrett highlighted some of the discussion that took place at the debrief meeting with Waubonsee Community College on the Job Fair. A suggestion by the organizers of the event at the debrief meeting was to possibly eliminate the educational seminars because the low turnout for these seminars. The Committee felt that these seminars are still important and should be kept. The schedule of the seminars, however, should be reviewed so the seminars accommodate the job seekers better. The committee suggested having seminars and resume building workshops prior to the event. The Committee stressed the importance of a good quality resume and knowing how to stand out to employers at the event. Depending on what type of job someone is seeking, an individual’s background could have an impact on if they are able to obtain that job or not. Following up with job seekers to find out if they received a job from the event would be beneficial to know how many people were successful.

Resolution Recognizing Waubonsee Community College for Their Commitment To The Kendall County Job and Resource Fair
Mr. Koukol stressed the importance of Waubonsee Community College in putting together the Job and Resource Fair. As a way to express this, a resolution was put together to recognize Waubonsee Community College for their commitment to the Kendall County Job and Resource Fair. Ms. Cesich made a motion, seconded by Ms. Cullick, to forward the resolution onto the County Board for action on August 6, 2013.
Kendall County
Economic Development Committee

2013 Association of Industrial Realtors Tradeshow (AIRE)
Mr. Koukol gave a background on the Association of Industrial Realtors (AIRE) Tradeshow and explained that the County has participated in it the last two years. It is a great opportunity to meet with developers in the Chicago Region and provide them with information on Kendall County. The County secures a booth at the event and the local Economic Development Corporation directors purchase a ticket for themselves to attend. The tradeshow will take place on Tuesday, September 10th at a location TBD.

2014 Kendall Economic Forecast Breakfast
Mr. Koukol discussed the 2014 Economic Forecast breakfast. A breakfast will be held on Tuesday, February 4, 2014 at Whitetail Ridge Golf Course to discuss the economic forecast and trends of the region. The guest speaker will be Rick Mattoon, Senior Economist with the Federal Reserve Bank of Chicago. This event is being put on by the Kendall Economic Development Alliance which consists of the local EDCs of Yorkville, Montgomery, Plano, Sandwich and the Economic Development Department of Oswego. Mr. Sterrett will continue to work on organizing the event and will provide updates. Mr. Wilkins stated that questions can be submitted prior to the event to give to Mr. Mattoon to address at the event.

FY2014 Economic Development Budget
Mr. Koukol went over the draft budget for Economic Development. The budget is similar to last year's budget and includes two new line items to cover the Economic Forecast Breakfast. The budget will be presented before the Budget and Finance Committee. The Committee did not want the budget to be stripped too much because they felt it is important to have funding for resources for businesses, especially existing ones in the community. A possible way to offer support is by highlighting an existing business on the County's Economic Development web page each month. A business roundtable in the Fall that focuses on marketing for small businesses is another possible technique to help out small local businesses have the opportunity to learn about internet marketing, advertising, website design, etc. This will be discussed further.

FY2014 Revolving Loan Fund Budget
Mr. Sterrett went over the budget for the Revolving Loan Fund. This budget includes the current existing loans with the County. Mr. Wilkins explained that $250,000 will be appropriated for any possible loans in fiscal year 2014. Mr. Wilkins also explained some of the other financial options for businesses are including private activity bonds. All existing loans have made monthly payments last month.

Business Retention & Expansion Program
Mr. Sterrett stated that Business Retention & Expansion visits continue to go well and businesses are finding the value in the community resource information that is given to them. The Revolving Loan Fund is one of the key highlights of the resources that are available for businesses. Mr. Wilkins commented that there is activity picking up in municipalities with prospective businesses.

Other Business - None

Chairman’s Report - None

Public Comment - None

Executive Committee - None

Adjournment
With no further business to discuss, Mr. Prochaska moved to adjourn. The motion was seconded by Ms. Cullick. There being no objection, the Economic Development Committee, at 9:35 a.m., adjourned.

Respectfully Submitted,
John H. Sterrett,
Recording Secretary
RESOLUTION RECOGNIZING WAUBONSEE COMMUNITY COLLEGE
FOR THEIR COMMITMENT TO THE KENDALL COUNTY JOB AND RESOURCE FAIR

WHEREAS, in December of 2011 the Kendall County Board approved the Kendall County Community Economic Development Plan; and

WHEREAS, the Plan outlined specific goals to enhance economic development within the community including to provide local jobs for local residents to help reduce commute times, strengthen the local tax base, and enhance the quality of life for County residents;

WHEREAS, a strategic initiative within the Plan includes establishing a County-wide Job Fair to help achieve this goal; and

WHEREAS, to accomplish this initiative Kendall County, with the local community economic development corporations of Montgomery, Plano, Sandwich, and Yorkville, and the Oswego Economic Development Department, formed a partnership with Waubonsee Community College to organize the Kendall County Job and Resource Fair; and

WHEREAS, the inaugural Kendall County Job and Resource Fair was held on June 1, 2012 at the Plano Campus of Waubonsee Community College with thirty local and regional employers participating and over 250 job seekers attending the event; and

WHEREAS, the tremendous success of the inaugural Kendall County Job and Resource Fair resulted in the continuation of the event; and

WHEREAS, the 2nd Annual Kendall County Job and Resource Fair was held on June 7, 2013 at the Plano Campus of Waubonsee Community College and was equally successful.

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

1) The County Board hereby recognizes Waubonsee Community College and its staff for their commitment to the Kendall County Job and Resource Fair.

2) The County Board expresses its sincere gratitude and appreciation toward Waubonsee Community College and its staff for their collaboration with Kendall County and the community economic development organizations to organize, promote, and hold the 2012 and 2013 Kendall County Job and Resource Fairs.

3) The County Board supports the continued partnership between Kendall County, the community economic development organizations, and Waubonsee Community College to organize, promote, and conduct future Job and Resource Fairs.

Approved and adopted by the County Board of Kendall County, Illinois, this 6th day of August, 2013.

Attest:

John Shaw, Chairman
County Board

Debbie Gillette
County Clerk
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, July 25, 2013

Call to Order
The Budget and Finance Committee met and was called to order at 9:30 a.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Judy Gilmour, John Purcell

Committee Members Absent: Elizabeth Flowers

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

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Amy Cesich, second to the motion by Judy Gilmour to forward the claims in the amount of $775,412.05 to the County Board. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Andy Nicoletti, Assessment Office – Mr. Nicoletti informed the committee that one staff member is leaving to work in another County office, so he will need to fill one position after August 2, 2013.

Mr. Nicoletti said his office is in the process of sorting through archived materials, and determining what can be disposed. He hopes to have a response from the Illinois State Department of Archives in the next 30 days.

Jessie Hafenrichter stated that losing the Board of Review Secretary might cause issues with the Tax Review hearings.

Ms. Hafenrichter stated that her line items are way over this year, she said the bottom line is good and although they will have a balanced budget, there really is no way to determine the number of cases they will have each year and how to precisely plan for the budget.

Bob Jones, Chief Deputy County Treasurer – Bob Jones said they did a small distribution of $3,000,000,000 today.

Tom Thomas, Department of Health & Human Services - No report
Debbie Gillette, County Clerk/Recorder – No report

Sheriff Richard Randall and Chief Deputy Scott Koster, Sheriff’s Office – Scott Koster provided new information on the renovation and expansion of the Public Safety Center Records area into the old KenCom space. Scott Koster stated that the Sheriff’s Office has outgrown the current records storage space as the County population has grown, with the addition juvenile records, and the additional staff required to maintain the records. Sheriff Randall stated they will need to do this project in two phases.

Jim Smiley gave information on the space, work stations will be constructed by the vendor, construction of an additional transaction window, ceiling, lighting, painting, and data wiring will be done by Facilities Management personnel, and some painting possibly to be done by inmates. Mr. Smiley said the space is already defined, electric is in the floor, the floor is raised already.

Mr. Smiley said the second phase will include demolition, data and phone line installation to be done by Facilities Maintenance personnel. Mr. Smiley stated that he will review his budget to see if there are any funds available to assist with this project.

This project to be included on the August 15th agenda for discussion and possible approval of Phase I by the Board at the August 6, 2013 meeting.

Jim Smiley, Facilities Management – Mr. Smiley reported his staff has begun work on the Animal Control renovations, and the Regional Office of Education test area expansion project.

Mr. Smiley stated that he anticipates a reduction of approximately $20,000 to $30,000 in the County electric budget line for next year due to some of the currently implemented initiatives.

Mr. Smiley continues to meet with Kluber and Associates regarding the County Office Building project. Mr. Smiley anticipates potential savings on the electric bill for the County Office building after the new HVAC system is completed.

Stan Laken, Technology – Mr. Laken asked the committee if they would like his office to budget for new laptops for the County Board members in this budget year. He said the normal cycle is 5-6 years per laptop. Mr. Purcell said to include it in the budget, and it will be reviewed at the Budget Hearings.

Mr. Laken also informed the committee that they anticipate the release of the new County website in mid-August. Technology staff will present the new website at the Administrative Human Resource meeting on August 1, 2013 at 4:00 p.m.

Latreese Caldwell, Administrative Services – Ms. Caldwell updated the committee on the budget and capital request submissions, possible funding sources available to finance those
requests, and the future plan for capital projects.

Jeff Wilkins, Administrative Services – No report

Items from Other Committees - None

Other Items of Business

- Set additional Budget Hearing dates if needed: The committee agreed to add an additional hour from 1:00 to 2:00 p.m. on August 23, 2013 for Budget Hearing presentations.

Old Business – None

Action Items for County Board

- Approval of claims in the amount of $775,412.05

Executive Session – None Needed

Public Comment – None

Adjournment – Amy Cesich made a motion to adjourn, second by Lynn Cullick. With all members voting aye, the meeting adjourned at 10:20 a.m.

The next Finance Committee meeting will be held at 2:30 p.m. on Thursday, August 15th.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Administrative Services
KENDALL COUNTY
Judicial/Legislative Committee
Wednesday, July 24, 2013
Courthouse Jury Assembly Room

Meeting Minutes

Call to Order
The Judicial Legislative Committee met at 3:00 p.m. and was called to order by Chair Lynn Cullick.

Roll Call
Committee Members Present: Amy Cesich (3:05 p.m.), Lynn Cullick, Judy Gilmour, Matt Prochaska, and John Purcell. Quorum present.

Also Present: Vicky Chuffo, Leslie Johnson, Becky Morganegg, Jim Smiley, Nicole Swiss, Tina Varney, Commander Robert Wollwert and Jeff Wilkins

Approval of Last Month’s Meeting Minutes - Matt Prochaska made a motion to approve the June 26, 2013 minutes, second by Judy Gilmour. Minutes approved with all in agreement.

Status Reports

Court Services – Tina Varney said this week is National Probation Parole and Court Supervision Week. Her office is having various activities to show appreciation to her staff, including a diaper drive for Cornerstone in Plano, a home that houses homeless or low-income women with their children. She said the organization is not able to purchase diapers with their public assistance, so any donations are appreciated.

Ms. Varney was excited to report that in the Spring of 2014, the 23rd Judicial Circuit will host the Illinois Probation and Court Services Association Conference from April 28 through May 2, 2014 at Timber Creek Resort in Sandwich. More information will follow closer to event.

Circuit Clerk – No report

Public Defender – Vicky Chuffo distributed the monthly report. Ms. Chuffo reported their case loads remain high, and she doesn’t see that subsiding anytime soon. She said they have had four jury trials this week and they were heavily involved with two of those trials.

State’s Attorney – No report
Courthouse - Nicole Swiss updated the committee on the status of the Twitter and Facebook accounts, and said the Twitter account is functioning, but she continues work on the Facebook page.

Sheriff's Office – No report

Court Security – No report

Old Business

- Noise Ordinance Review and Recommendation - Leslie Johnson reviewed the changes in the 3rd draft of a County Noise Ordinance that was sent to the committee by David Berault on July 19 2013. John Purcell made the recommendation of changing the night hour’s decibel level to 71 and the day hour’s level to 61. Discussion on the night hours, weekend hours, proposed penalties, number of offense occurrences, and repeat offenders. The committee is awaiting preliminary decibel testing data from Planning, Building and Zoning until further discussion or recommended action.

- Courthouse Expansion - Discussion on the proposed expansion of the Courthouse, funding, programming, the bid process and when it applies, the possible need for a project manager in the early stages of the project, the architects role and time of participation, non-committal proposals and the selection process. Leslie Johnson will forward a copy of the statute to committee members to clarify the professional service contract and bid process. Jim Smiley continues meeting with Kluber and Associates on this project.

New Business

- Discussion on Prescription Drug Program for County Residents - Matt Prochaska provided information to the committee on ProAct, Inc. The committee asked the State's Attorney's office to review the information and to provide a legal opinion on the program. Jeff Wilkins said that CareMark is currently available through the Department of Health and Human Services. John Purcell recommended having a representative from ProAct to attend a future Health and Environment meeting to provide additional information.

- Legislative Report and Update - Jeff Wilkins said the only change was he CMAP RTA merger. It has had the third reading and was passed back to Assignments, and Assignments has placed it back into the docket, with the possibility of a vote.

Items for COW - None

Actions Items for County Board - None
Public Comments - None

Executive Session – None Needed

Adjournment – A motion was made by Matt Prochaska, second by Amy Cesich, to adjourn the Judicial Legislative Committee at 3:46 p.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
Administrative Services
KENDALL COUNTY
ANIMAL CONTROL COMMITTEE

Wednesday, July 17, 2013 at 9:00AM
County Office Building; County Board Rooms 209-210
111 W. Fox Street; Yorkville IL

MINUTES

Call to Order – The meeting was called to order by Chair Amy Cesich at 9:06 a.m.

Committee Members Present: Amy Cesich, Lynn Cullick, Matt Prochaska, and John Purcell (9:16 a.m.)

Committee Members Absent: Elizabeth Flowers

Others present: Anna Payton, Laura Pawson, Jeff Wilkins

Approval of Agenda – Motion made by Lynn Cullick to approve the agenda, seconded by Matt Prochaska. Motion carried.

Approval of Minutes – Motion made by Lynn Cullick to approve the June 17, 2013 meeting minutes, seconded by Matt Prochaska. Motion carried.

Review of Census Log – Ms. Payton presented the Census Log to the Committee and said there were 20 cats that came into Animal Control in June, with 17 cats coming in thus far in the month of July. She said there are currently 12 cats up for adoption with 11 stray kittens and 10 cats, including a nursing mom and 1 at Countryside Vet up for adoption soon.

Ms. Payton reported that there were 48 dogs that came into Animal Control in June, with 27 dogs coming in thus far in the month of July. There are 12 dogs up for adoption, and 15 strays. Ms. Payton said that fortunately, there have been a lot of reclaims.

Ms. Payton reported that KCAC staff recently assisted the Oswego Police in catching a Chocolate Lab named Shelley in a live trap. Shelley had been running at large in Oswego for two weeks. Oswego Police and citizens were very thankful for their assistance. Shelley is now available for adoption.

Review of Bite/Euthanasia Report – Ms. Pawson reviewed the report with the committee and said there were 15 bites, including one raccoon bite in June. There were 3 animals euthanized due to behavior issues and 4 animals died in foster care due to failure to thrive, for a total of 7 animals in June.

Operations Report – Ms. Payton informed the committee that she is in the process of hiring a new part-time kennel technician, to replace a terminated employee.

Ms. Payton updated the committee on recent investigations. She stated that the Bodnar case is
now closed. Mr. Bodnar pled guilty to two counts of cruelty and will undergo a psychiatric evaluation. The four dogs that were removed from his property were court ordered to be forfeited to Animal Control, and have been placed. The previous owner is also required to pay Animal Control for the care of the animals during that timeframe.

Ms. Payton said there is one other case currently in the court system. There is another ongoing investigation in which Animal Control is working closely with the Sheriff’s office and Planning, Building and Zoning. Payton reported there is also a vicious dog investigation as well.

Ms. Payton reported 167 visitors in June, which is an increase of 45 people from May.

**Upcoming Events Update**

July 17, 2013 - Kane County Cougars Game Event

July 23, 2013 - Volunteer Orientation

August 2, 2013 - Ellis House & Equestrian Center Event

August 10, 2013 – Go Dog Go Adoption Event

**Accounting Report** – Jeff Wilkins reported that overall revenues are tracking well for what was anticipated, there is still a lag in rabies tags, findings and fees have increased, and donations have increased.

Overall operating expenditures are tracking at 58 percent. Mr. Wilkins said revenues and expenditures are on track, with a possible year-end deficit.

**Old Business** - None

**Other Business** - None

**Review Action Items** - None

**Public Comment** - None

**Executive Session** – None

**Adjournment** – Lynn Cullick made a motion to adjourn the meeting, Matt Prochaska seconded the motion. With all in agreement, the meeting was adjourned at 9:39 a.m.

The next meeting will be on August 21, 2013 at 9:00 a.m. in the County Office Building, County Board Rooms 209-210.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
KENDALL COUNTY
HEALTH & ENVIRONMENT COMMITTEE
County Office Building, County Board Room 209-210
Monday, July 15, 2013
Meeting Minutes

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 10:00 a.m.

ROLL CALL
Committee Members Present: Lynn Cullick, Judy Gilmour, Dan Koukol, Matthew Prochaska and John Purcell

Others Present: Megan Andrews, KC Soil and Water Conservation District, Dr. Amaal Tokars, Department of Health & Human Services, Steve Curratti, Department of Health & Human Services, and Angela Zubko, Planning, Building and Zoning

APPROVAL OF MINUTES
Dan Koukol made a motion to approve the minutes from June 17, 2013. Matthew Prochaska seconded the motion. With all in agreement, the minutes were approved.

STATUS REPORTS

Department of Health and Human Services – Steve Curatti gave an overview of the health dangers of Radon, and stated that Radon exposure is the number one cause of lung cancer, in non-smokers. Mr. Curatti shared that the Environmental Health division of the KC Department of Health and Human Services continues to develop collaboration and educational efforts with local Realtors, Community Organizations, Health Care systems, Veterinary Care systems, Developers, Builders and licensed Radon Professionals. Mr. Curatti said there are a number of strategies being used to promote public awareness of indoor radon, and how these strategies are used to encourage KC residents to test their homes for the presence of radon and ways to reduce and mitigate indoor Radon exposure. Mr. Curatti stated that the HHS sells about 80 Radon test kits annually.

Farmland Protection – None

Soil & Water – Megan Andrews updated the committee on the success of their first Farm Camp. They had 30 kids in attendance, with a variety of activities for the attendees, including crops on the farm, making ice cream, a dinner sponsored by Kendall County Beef Association and a time of fishing with their families.
Ms. Andrews said Jennie Wold is busy working on summer educational activities, including the Summer Ag Institute, a Masters class, with side trips to a local winery, Ag farm, etc.

Ms. Andrews said the office is preparing the Family Fun Tent at the County Fair in September. This year they will use the game “From Crops to Candy”.

Ms. Andrews briefed the group on the Young Leaders Golf Outing that benefits the education program on August on August 16th at 1:00 p.m. Citizens are also invited to a dinner that evening. This year KC Soil & Water will be sponsoring one of the holes and Jenny Wold will conduct Ag Trivia with the golfers.

Ms. Andrews said they have rescheduled the Used Oil Pick-up for Saturday, August 24 from 9a.m.-12noon, at FS GrainCo, rain or shine.

Ms. Andrews briefed the committee on a special two-stage Ditch Project, funded by the IL Department of Agriculture. Ms. Andrews said the two-stage Ditch Project increases the capacity of the channel and decreases the instances of bank failures. The benefits of two stages includes decreased channel maintenance, decreased downstream flooding, decreased streambank erosion, increased capacity of the channel, increased in-stream habitat, and increased nutrient and sediment removal.

Ms. Andrews said they will be working with a local landowner in the south western part of the County to implement the two-stage ditch within the next year. Ms. Andrews said this is a cost-sharing project with the landowner. She will keep the committee updated as they work toward implementation. Ms. Andrews said this will be the only sight north of Interstate 80 to implement this type of project.

**Water Related Groups** – Angela Zubko stated that she attended the Northwest Water Planning Alliance meeting last week, and gave an update on the meeting, the elections and future planning.

**Solid Waste Plan Ad-Hoc Committee** – Judy Gilmour reported on the first meeting held on June 26, 2013, with seventeen in attendance from Minooka, Plano, Oswego, Yorkville, and Joliet, Newark, Kendall Townships, the Department of Health & Human Services, and several citizens.

Ms. Gilmour said the Marlin Hartman provided an overview of the current plan, some of the recommendations that were included, and on the IEPA requirements including the priorities of waste reduction, recycling, incineration and alternative technologies, and landfills.
Ms. Gilmour reported that Administration, Waste Reduction and Recycling will be the main topics of the next meeting on August 7, 2013 at 5:00 p.m. at the Kendall County Department of Health and Human Services.

The October 23, 2013 meeting will be a review of food and yard waste compost recommendations, and waste to energy alternative technologies.

The January 8, 2014 meeting will include a discussion with Eric Weis on the Sighting Ordinance.

The March 12, 2014 meeting will include discussion Transfer stations and landfill recommendations.

The May 14, 2014 meeting will be a review of the final plan.

In August 2014, the plan will go to the Board of Health for their review and approval and then to County Board for final approval.

OLD BUSINESS – None

NEW BUSINESS – Dan Koukol asked if the committee could review the tipping fee (part of the Sighting Ordinance) at a future meeting.

PUBLIC COMMENTS – None

ACTION ITEMS – None

EXECUTIVE SESSION - None

ADJOURNMENT- Matt Prochaska made a motion to adjourn the meeting, Dan Koukol seconded the motion. With all in agreement, the meeting was adjourned at 10:42 a.m.

The next meeting will be on August 19, 2013 at 10:00 a.m. in the County Office Building, County Board Rooms 209-210.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
LABOR & GRIEVANCE COMMITTEE MINUTES  
July 29, 2013  
10:00 A.M.  
County Board Room

Meeting was called to order at 10:02AM.  
Committee Members present: Elizabeth Flowers (Chair), Judy Gilmore (Vice Chair), Amy Cesich, Dan Koukol, John Purcell

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

At 10:03AM, Cesich made motion to enter executive session according to 5ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Second by Gilmour, motion passed unanimously.

At 11:20AM, Committee entered open session.

Recommendations for County Board: none

Public comments: none

Questions from media: none

Gilmour motioned for adjournment, second by Koukol. Committee voted unanimously to adjourn at 11:21AM.

Respectfully submitted by Jeff Wilkins, County Administrator