KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, December 17, 2013 at 9:00 a.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. Special Recognition
   A. Employee Recognition Awards
7. Correspondence and Communications—County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
    A. Authorize additional expenditure in an amount not to exceed $746.00 for Policy with IL Counties Risk Management Trust for Property, Liability and Worker’s Compensation Coverage for FY 2014
11. New Business
    A. Approval of the State’s Attorney Appellate Prosecutor Resolution for Fiscal Year 2014 (December 1, 2013 to November 30, 2014) and authorization of payment for services in the amount not to exceed $27,000.00
    B. Authorization to send written notice to terminate the Memorandum of Understanding between the County of Kendall and the Kendall County Board of Health dated July 17, 2012
    C. Set FY 2013-2014 salary for Kendall County Public Defender in the amount of $149,857.20
    D. Set FY 2013-2014 salary for Kendall County Supervisor of Assessments in the amount of $78,367.00
    E. Approve Consensus for letter to METRA to Expand Scope of Extension Study into Kendall County
12. Elected Officials Report and Other Department Reports
    A. Sheriff
    B. County Clerk
    C. Treasurer
    D. Clerk of the Court
    E. State’s Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
13. Standing Committee Reports
    A. Planning, Building & Zoning
       1. Approve Petition 13-26: Granting a major amendment to a special use for Green Organics, Inc. to amend the site plan at 1270 E Beecher Road & modify the previous conditions
       2. Approve Petition 13-32: Voluntary revocation of a Special Use Permit for Harlan Farms
       3. Approve Petition 13-30: Amendment to the Kendall County Countywide Stormwater Ordinance to modify the text to approve map changes that will go into effect on January 8, 2014: Panels 0035, 0045, 0065, 0130, 0135, 0140, 0145 & 0225 are being modified
       4. Accept contractual services proposal from Erickson Construction for plumbing inspections at rate not to exceed $140 per inspection
    B. Public Safety
       1. Award bid for Kendall County Sheriff’s Office Vehicle Maintenance Service RFP relating to vehicle maintenance services to Gjovik Ford, Inc. in the amount of: $18.89 per vehicle PM/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $16.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; all together equaling a TOTAL BASE BID OF $75.67 per
vehicle with an additions 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $58.75 per hour.

2. Agreement between Kendall County, the Kendall County Sheriff and Gjoviks Ford, Inc for Vehicle Maintenance Service for vehicle maintenance services effective January 1, 2014 through December 31, 2015 not to exceed the Kendall County Sheriff's Office Vehicle Maintenance Service RFP awarded amounts of: $18.89 per vehicle PM/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $16.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $58.75 per hour.

3. Memorandum of Agreement between the County of Kendall, Kendall County Sheriff, David Geisen and the Illinois Fraternal Order of Police Labor Council to extend an unpaid leave of absence with conditional right to reinstatement to Deputy Geisen from December 1, 2013 to August 1, 2014

C. Administration/HR

1. Approval of revised benefits policy to allow plan participants to carry over up to $500 of unused amounts remaining in a Health Flexible Spending Account (FSA) at the end of the plan year to the following plan year effective the plan year commencing on January 1, 2014

2. Award bid for 2014 Kendall County Spring Aerial Imagery Mission (RFP #GIS-001) to Ayres Associates in an amount not to exceed $34,500.00

3. Approve contract between Kendall County, Illinois and Ayres Associates for 2014 Spring aerial imagery mission services in an amount not to exceed $34,500.00

4. Approval of Resolution for Kendall County's Participation in State of Illinois Federal Surplus Property Program

5. Authorization for the State's Attorney's Office to conduct Human Resources Audit and Review of County Department Job Descriptions

D. Highway

1. Approve Jurisdictional Transfer of Old Grove Road to Na-Au-Say Township, including a Local Agency Agreement for Jurisdictional Transfer and a Local Agency Resolution providing for the deletion of a portion of Grove Road from the Kendall County Road System

E. Facilities Management

F. Finance Committee

1. Approve Claims in an amount not to exceed $3,297,346.45

2. Approval of agreement between Kendall County Sheriff's Office, Kendall County and Securus Technologies, Inc. for the provision of inmate telephone services to the Kendall County Jail by Securus Technologies, Inc. from the period of December 17, 2013 through December 17, 2015 for the cost of zero ($0) dollars

3. Recommend deposits of lease payments received from the Housing Authority, KCDEE, Easter Seals and other tenants of 811 W John Street, Yorkville into County Building Debt Service Fund number 56

G. Animal Control

1. Approval of Standard Operating Procedures for Kendall County Animal Control Department and rescind Kendall County Animal Control Policies and Procedures (Revised November 2004)

H. Committee of the Whole

I. Standing Committee Minutes Approval

14. Special Committee Reports

A. Public Building Commission

B. VAC

C. Historic Preservation Commission

D. Board of Health
E. 708 Mental Health Board
F. River Valley Workforce Investment Board
G. Regional Office of Education – Grundy – Kendall Counties

15. Other Business
16. Chairman’s Report

Announcements

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, November 19, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, 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 Wehrli moved to approve the submitted minutes from the Adjourned County Board Meeting of 10/15/13. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Gilmour made a motion that item B under Old Business be removed from the agenda and be added to the December 3, 2013 agenda. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

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

CITIZENS TO BE HEARD

Gwen Carlyle, 308 E Rennesoy, Newark made comments with regards to the poultry processing plant that is proposed to go in Newark. It has occurred to her that it has become a lot more about zoning instead of planning. Ms. Carlyle was wondering if there was a way they could have looked at what currently exists in Kendall County and utilize the resources that possibly we already have as opposed to setting up a brand new plant. Ms. Carlyle stated that other options that might have better roadway systems, better water, and sewer systems to handle the impact of this could create. Ms. Carlyle has a petition where about 90% of people that live in the adjacent area have signed. Ms. Carlyle asked if there was a better location, they feel like they are not being represented.

Tom Geistler, 15697 Lisbon Center Rd, Newark has similar concerns to Ms. Carlyle. Mr. Geistler has concerns about the ventilation, animal waste from carcasses, home value destruction, and ruination of the rural landscape. Mr. Geistler’s concern is that they need to continually ventilate because they cannot allow condensation in the ceiling to fall down the flumes and whatever else they are doing to process the birds; there is going to be some smell. Mr. Geistler stated that if they are successful they are going to enlarge the plant. He is concerned about the road and the weight minimum on the road.

Cliff Thrall, 310 E Rennesoy, Newark thanked the board for listening to their concerns. Mr. Thrall passed around a letter from the Hartman’s and the Harney’s that live on Fennel Road. Mr. Thrall stated that the special conditions that have been added to the petition and concerns of board members and the public would not be a huge concern if the facility was located on public sewer and water.

OLD BUSINESS

Maintenance and Service Agreement with Accurate Controls Inc

Member Purcell made a motion to remove the item from the table. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Gilmour made a motion to approve the Maintenance and Service Agreement between the County of Kendall and the Kendall County Sheriff and Accurate Controls, Inc. effective from January 28, 2014 through January 28, 2016.
for the amount of $9,112.04. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 13-25 is available in the Office of the County Clerk.

NEW BUSINESS

Policy Proposal with IL Counties Risk Management Trust

Member Gilmour made a motion to approve the Policy Proposal with IL Counties Risk Management Trust for Property, Liability and Worker's Compensation Coverage for FY 2014 in an amount not to exceed $851,000. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall stated that the jail was inspected by the Department of Corrections; they did not have any noncompliance issues. Kendall County PADS opened in October; they have doubled the guests from last year. There will be a moratorium on evictions in December and January. Sheriff Randall commented on the tornado.

County Clerk

Revenue Report 10/1/13-10/31/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>886.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>930.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>30.00</td>
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<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,374.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>29,814.00</td>
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<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>34,034.50</td>
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<tr>
<td>County Revenue</td>
<td>$</td>
<td>25,686.75</td>
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<tr>
<td>Doc Storage</td>
<td>$</td>
<td>18,389.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>31,017.00</td>
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<tr>
<td>GIS Recording</td>
<td>$</td>
<td>3,875.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>34.99</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>5,946.50</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>15,948.00</td>
</tr>
</tbody>
</table>

CK # 17436 To KC Treasurer $ 134,831.74

County Clerk, Debbie Gillette stated that voter registration cards were mailed out to approximately 65,000 registered voters within the county. If the information on the card is incorrect please contact the office. There will be an election judge training school with the State Board of Elections on February 7th at the Timbercreek Lodge from 8-8pm.

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR ELEVEN MONTHS ENDED 10/31/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$375,737</td>
<td>119.28%</td>
<td>$331,124</td>
<td>105.12%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$2,367,146</td>
<td>121.39%</td>
<td>$2,169,461</td>
<td>119.97%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$381,305</td>
<td>112.15%</td>
<td>$342,456</td>
<td>100.72%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$823,875</td>
<td>87.00%</td>
<td>$863,660</td>
<td>89.04%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$425,556</td>
<td>106.39%</td>
<td>$392,593</td>
<td>103.31%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$1,068,060</td>
<td>99.01%</td>
<td>$1,173,695</td>
<td>90.28%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$550,000</td>
<td>$461,551</td>
<td>83.92%</td>
<td>$489,859</td>
<td>83.90%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$38,986</td>
<td>97.46%</td>
<td>$44,306</td>
<td>126.04%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$20,261</td>
<td>57.89%</td>
<td>$27,441</td>
<td>54.88%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$1,038,792</td>
<td>94.21%</td>
<td>$976,884</td>
<td>101.85%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$2,312,605</td>
<td>96.36%</td>
<td>$2,238,345</td>
<td>93.18%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$324,769</td>
<td>170.93%</td>
<td>$212,848</td>
<td>125.20%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$897,720</td>
<td>111.52%</td>
<td>$967,903</td>
<td>131.72%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$522,845</td>
<td>88.70%</td>
<td>$712,669</td>
<td>158.50%</td>
</tr>
</tbody>
</table>

**Totals** | **$10,974,464** | **$11,157,007** | 101.86% | **$10,973,343** | 104.36% |

Public Safety Sales Tax | $4,200,000 | $4,069,480 | 96.88% | **$3,922,480** | 99.31% |

Transportation Sales Tax | $4,200,000 | $4,069,480 | 96.88% | **$3,922,480** | 99.31% |

*Includes major revenue line items excluding real estate taxes which are to be collected. To be on Budget after 11 months the revenue and expense should at 91.63%
later.

EXPENDITURES

All General Fund Offices/Categories

<p>| | | | |</p>
<table>
<thead>
<tr>
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<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$26,336,375</td>
<td>$22,919,307</td>
</tr>
<tr>
<td></td>
<td></td>
<td>87.03%</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$22,239,689</td>
<td>88.90%</td>
</tr>
</tbody>
</table>

Treasurer, Jill Ferko stated that the tax sale was last week and it went well. The auditors are in doing preliminary audit work and she stated year end cut offs for payroll and vouchers.

State's Attorney

Assistant State’s Attorney, Leslie Johnson stated that State’s Attorney, Eric Weis was on a jury trial. The State’s Attorney’s Office provides anti harassment training; the dates for the training are January 24, 2014 and January 27, 2014.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths...</td>
<td>268</td>
<td>243</td>
</tr>
<tr>
<td>Autopsies to Date...............</td>
<td>20</td>
<td>17</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>18</td>
<td>21</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>135</td>
<td>108</td>
</tr>
</tbody>
</table>

* Deputy Coroner Purcell provided a classroom presentation to the Oswego East High School Law Enforcement Class on October 15.
* Deputy Coroners Purcell and Leonard presented at Operation Impact for the Driver’s Education students at Oswego East High School on October 17.
* Deputy Coroner Purcell provided a morgue tour to the Oswego East High School Law Enforcement Class on October 18. Deputy Coroners Mitchell and Lawrence assisted in the tour.
* Deputy Coroner Purcell provided a presentation to the Kendall Triad Senior Citizen program at Beecher Center on October 25.
* Deputy Coroner Purcell presented at the Plano High School Career Fair on October 29.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti presented the final numbers on complaints filed with the Board of Review; 481 of those 175 don’t wish to appear, 306 hearings that will be scheduled so it’s about 17 days of actual hearings.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Approve invoice to Wilkinson Excavating

Member Gryder moved to approve the invoice for $2,700 to Wilkinson Excavating for construction in Fields of Farm Colony- final close out. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Petition 13-17 Special Use for a Small Poultry and Small Animal Processing Plant
Angela Zubko from Planning, Building & Zoning stated that it will be assessed as an industrial site. Ms. Zubko stated that she sent on information from the hydrologist from the Illinois State Water Survey from the University of Illinois talking about the well levels in the Village of Newark in relation to the petition. The petitioner is willing to add a condition to the special use that they will drill a well around 600 feet in depth. A ground water study is being done for all of Kendall County, it has been going on since 2005 and it will hopefully be done by the end of this year. Ms. Zubko stated that in the draft ordinance items 18 and 17 were added at PB&Z. It was not a group consensus to add those. The items were: a certificate of occupancy will be required and copies of the EPA or IEPA, IDPH and USDA permits supplied at the time of application for the building permit and on the north side of the parking lot a 3-4 foot in height berm with landscape to 100% opacity must be provided to shield the car head lights. Condition 18 would be to drill the well around 600 feet in depth. Ms. Zubko read a letter regarding the water usage from the poultry plant vs. what is already being used in the area. The letter states that Newark’s wells are 287 and 336 feet deep, if the plant’s wells are 600 feet deep then they would be in deeper sandstone, they would have minimal impact on the Village’s wells if they case off the upper aquifer. The hydro geologic conditions in Newark are very different than those in Yorkville, Newark is south of the fault, there are few if any deep wells that have connected the middle sandstone aquifer and the upper sandstone aquifer. The upper sandstone is at the top of the bed rock surface thus the Newark area has less utilized water resources that could be used for other communities. If Yorkville and Joliet constructed deep wells that tap both aquifers in the southwestern half of the county the results for Newark are that the expected levels of impact on water levels is greater than the impact of just the increase in future pumpage of Newark itself. Newark is in good shape now and probably with the addition of the poultry plant but there are bigger problems on the horizon referring to if Yorkville and Joliet get further south than they currently are.

Dan Kramer spoke on behalf of the petitioner. Mr. Kramer stated that the petitioner has no objections to the assessment of commercial/industrial. Mr. Kramer stated that the upper level of the well is cased off dropping the well to 600 ft is not a problem. It would be cased off so that it would not hit the shallow aquifer. Mr. Kramer stated that Newark has an inadequate water supply to allow any future development; they have no extra capacity and no sewer capacity. Mr. Kramer stated that as a village they will not have any growth until they improve those two systems. Mr. Kramer said that they have talked at two public hearings, the PB&Z Committee a couple of times, Newark Village Board, Big Grove Township Board, and talked to the Big Grove Township Road Commissioner.

Member Gryder moved to approve the petition 13-17 Granting a Special Use at 16895 Lisbon Center Road for a small poultry and small animal processing plant that is USDA approved. Member Wehrli seconded the motion.

Member Gilmour moved to table the motion to approve the petition 13-17 Granting a Special Use at 16895 Lisbon Center Road for a small poultry and small animal processing plant that is USDA approved.

Member Gilmour asked that the motion be tabled and sent back to the PBZ Committee because there are several new things that have come up in the last day or two. She would like to have those addressed at the committee level including the septic system in addition to the other special conditions that have been discussed today.

Member Shaw seconded the motion.

Angela Zubko stated that she received a letter from Mr. Kramer saying that he spoke to the engineer retained by the client. Renwick & Associates stated that the exact specifications and the type of septic systems which could potentially serve the property have not been completely determined at this point in time. The engineer did state that a traditional septic system would most likely be used for the domestic waste generated by the employees and individuals visiting the site and the balance of the use will be serviced with an industrial type septic system. Although the exact specifications have not been determined the engineer did state that there will be a pretreatment of the waste prior entering any type of leach field.

Chairman Shaw asked for a roll call vote on the motion to table. Members voting aye include Gilmour and Shaw. Members voting nay include Cesich, Gryder, Koukol, Prochaska, Purcell and Wehrli. Motion failed 2-6.

Member Gryder moved to withdraw the motion to approve the petition 13-17 Granting a Special Use at 16895 Lisbon Center Road for a small poultry and small animal processing plant that is USDA approved. Member Wehrli seconded the motion.

Member Gryder moved to approve the petition 13-17 Granting a Special Use at 16895 Lisbon Center Road for a small poultry and small animal processing plant that is USDA approved with 18 conditions. Condition 16 being to drill the well around 600 feet in depth into the deeper sandstone and case off the upper aquifer and 19 would be the site will be assessed as industrial per the Supervisor of Assessments. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion to table. Members voting aye include Gryder, Koukol, Prochaska, Purcell and Wehrli. Members voting nay include Cesich, Gilmour and Shaw. Motion carried 5-3.
WHEREAS, Alan and Mary Maly have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 27 acre property located at 16895 Lisbon Center Road, (PIN #07-08-100-011), in Big Grove Township, and;

WHEREAS, said petition is to allow the operation of a small poultry and small animal processing plant; and

WHEREAS, petition #13-16 was approved the same day as a text amendment to allow such a use as a special use in the A-1 Agricultural district; and

WHEREAS, said petitioners stated this will be a USDA facility and conform to the rules and regulations to operate and USDA facility; and

WHEREAS, said property is legally described as:

THAT PART OF SUB LOT 4 IN SECTION 8, TOWNSHIP 36 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83 (2011), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RECOVERED SURVEY NAIL LOCATED AT THE NORTH-WEST CORNER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 2,131.17 FEET ON THE WEST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 974.00 FEET ON SAID WEST LINE TO THE SOUTH-WEST CORNER OF SAID SUB LOT 4; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 1,207.47 FEET ON THE SOUTH LINE OF SAID SUB LOT 4 TO THE WEST LINE OF THE EAST 350.00 FEET OF SAID SUB LOT 4; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 974.00 FEET ON SAID WEST LINE; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST 1,207.60 FEET PARALLEL WITH THE SOUTH LINE OF SAID SUB LOT 4 TO THE POINT OF BEGINNING, CONTAINING 27.00 ACRES, MORE OR LESS; SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08 J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 3, 2013 & October 15, 2013; and

WHEREAS, the findings of fact were approved as follows (on September 3, 2013 & October 15, 2013):

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. If the conditions are adhered to the establishment, maintenance, and operation of the special use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The testimony has shown that the process as outlined by the petitioners will be a state of the art operation, there will be a USDA employee on site during the operations and ensure the public health and safety and monitoring of the employees and premises.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to assure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The entire operation will take place within a building and the unloading area must be at least 400’ from any principle structure on an adjoining lot. The zoning in the general area is agricultural which this process fits in with that classification.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will be utilizing the existing driveway and drainage will be closely evaluated when the engineering drawings are assessed.
That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The EPA, Illinois Department of Health, Kendall County Health Department and the Kendall County Building Department all have jurisdiction over different aspects of the special use and the regulations must be followed and adhered to.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The review and action to be taken on the special use petition will coincide with a proposed text amendment (Petition 13-16) that will permit a small Poultry & Small animal Processing Plant as a special use in the A-1 District. The special use proposal will comply with all proposed conditions attached to the proposed text amendment.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Special Use Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of an A-1 Agricultural special use to operate a small poultry and small animal processing plant as indicated on the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

a. A maximum of 21,000 units a week. All animals are counted as 1 (one) animal unit except turkeys and geese are counted as 4.5 animal units.
b. Facilities (the unloading area) must be located at least 400' from any principle structure.
c. No rendering may take place on the site.
d. Live animals may be held on the site for no more than twenty-four (24) hours.
e. All slaughtering/processing permitted only in an enclosed building.
f. The hours of operation are to be 5:30am to 6pm Monday thru Friday except additional Saturdays in October and November to process turkeys.
g. In no event can poultry produced be sold for retail or wholesale by the processor on the processing site.
h. All Applicable Federal, State and County rules and regulations shall apply.
i. Waste, by-products or any decomposable residue which results from the slaughtering of animals must be kept in a sealed container and picked up within 48 hours.
j. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance (Sign Regulations)
k. Shall satisfy all requirements of the Kendall County Health Department and Building Department prior to the issuance of occupancy permits.
l. Performance Standards. All activities shall conform to the performance standards set forth in section 10.01.C.
m. Engineering drawings including stormwater must be approved before a building permit can be released.
n. Within 5 years, 50' of the driveway must be a minimum of tar and chipped.
o. Kendall County staff will have access to the log books kept in house to verify the limits are being maintained with regards to how many animals are processed weekly.
p. A certificate of occupancy will be required and copies of the EPA or I EPA, IDPH and USDA permits supplied at the time of application for the building permit.
q. On the north side of the parking lot a 3-4 foot in height berm with landscape to 100% opacity must be provide to shield the car head lights.
r. The well must be drilled to a depth around 600' into the deeper sandstone and case off the upper aquifer.
s. This site will be assessed as industrial per the Supervisor of Assessments.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS WHEREOF, this Ordinance has been enacted by the Kendall County Board this 19th day of November, 2013.

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
Public Safety

Member Prochaska stated that the Director of Emergency Management would like to offer all County Board Members the opportunity to get NIMS trained. Mr. Prochaska brought up the issue with the security system, the system is failing and needs to be repaired.

Administration/HR

Educational Reimbursement Policy

Member Gilmour made a motion to approve the educational reimbursement policy. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Employee Handbook Revisions to Benefits Sections

Member Cesich moved to approve the employee handbook revisions to the benefits sections. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Highway

Award Elburn Coop bid

Member Koukol made a motion to award Elburn Coop bid for bulk fuel, including both 89-Octane gasoline and ultra low sulfur diesel fuel, for contract period from December 1, 2013 to November 30, 2014, at bid price of $2.731 per gallon for gas and $3.204 per gallon for diesel and total bid price of $107,776. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Intergovernmental Agreement with Village of Millington

Member Koukol made a motion to approve an intergovernmental agreement relating to the maintenance of parts of Vine Street and Church Street with the corporate limits of the Village of Millington. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 13-26 is available in the Office of the County Clerk.

Agreement to Hire Mathewson Right-of-Way Company

No vote taken, the State’s Attorney’s Office is working on the final language.

Agreement with IDOT

Assistant State’s Attorney, David Berault stated that there is a minor hitch in the terms of the agreement. This is a two year renewing contract; the line with 20 years should be stricken out.

Member Koukol made a motion to approve the agreement between Kendall County and IDOT governing the intersection improvements proposed at Illinois Route 126 and Ridge Road with the language of 2 years with automatic renewal. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 13-29 is available in the Office of the County Clerk.

Long Range Transportation Update

Fran Klaas stated that because the county implemented the Transportation Sales Tax in order to meet the obligations of the state statutes, a long range transportation plan needs to be filed and updated. Copies are at the Highway Department and are available online. The plan outlines the revenues that they expect to get over the next 20 years and the projects that they expect them on.

Member Koukol made a motion to approve the Kendall County Long Range Transportation Plan update. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

BREAK

RECONVENE

Chairman Shaw reconvened the meeting.

Co Board 11/19/2013 - 8 -
Chairman Koukol reviewed the minutes in the packet from the November 4, 2013 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $2,593,485.67. Member Gilmour seconded the motion.

COMBINED CLAIMS: FCLT MGMT $46,868.06, B&Z $8,296.03, CO CLK & RCDR $887.06, ELECTION $847.80, ED SRV REG $8,237.41, SHRFF $23,107.13, CRRTN $13,069.48, MERIT $1,012.50, EMA $2,605.80, CRCT CT CLK $109.00, JURY COMM $465.21, CRCT CT JDG $6,507.16, CRNR $402.97, CMG CRT SRV $999.37, PUB DFNDR $843.60, ST ATTY $8,300.26, BRD OF RVW $85,98, SPRV OF ASSMNT $970.44, TRSR $1,956.37, OFF OF ADM SRV $1,300.53, CO BRD $141.25, TECH SRV $13,485.22, CONTINGEN $937.86, PRPTY TX SRV $25,790.00, CAP EXPEND $29,117.64, CO HWY $71,024.25, CO BRDG $71,686.07, TRNSPRT SALES TX $896,101.50, KC TRANSP ALT $10,000.00, HLTH & HNN SRV $150,188.02, FIRST PRSRV $8,442.12, ANML CNRTL EXPS $2,925.02, CO RCDR DOC STRG $257.17, HIDTA $3,069.09, COMM FND $731.96, CRT SEC FND $6,596.15, LAW BR BR $296.01, CRT AUTOMA $82,987.50, PRBTN SRV $32,680.77, KEN AREA TRANS $29,785.59, ADMIN DBT $211,602.50, JAIL EXP $14,588.75, ENG/CONS $3,278.25, EMPL BEN $2,22, FARM COL $4,020.45, SHRFF TFA $2,226.45, ANML POP CNTRL $515.00, VAC $8,310.84, SHRFF VEH $2,778.63, CRNR SPEC $748.50, FP BND PRO $1,902.00, CRTSHE DBT $745.00

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

Member Purcell stated that they discussed some of the end of the year numbers for the amended budget and they are still tweaking the 2014 budget. The budget will still be balanced.

Committee of the Whole

Huff & Huff Inc. Agreement

Member Wehrli made a motion to approve the agreement with Huff & Huff Inc for professional services to remediate UST issues with IEPA at the Highway Department for a not-to-exceed cost of $42,625. Member Prochaska seconded the motion.

Fran Klaas stated that the Highway Department does not have any underground storage tanks and they have not for 20 years. When the old tanks were removed evidently the proper filings were not made at the time, the close out report, 10 day report and 45 day report were not filed properly by the consultant of the county. The county now has to go back and prove that the area is clean. The EPA wants 19 years to begin on the lease. There are three entities that rent spots in the building that will now have their rents assigned to the county.

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

A complete copy of IGAM 13-27 is available in the Office of the County Clerk.

Health Department Lease Agreement

Member Wehrli stated that the lease is for 19 years and it stabilizes their ability to forecast the budget and be able to share a part of the expense on the bond. 19 years is the length of the bond. The agreement defines the space and the use. There are three entities that rent spots in the building that will now have their rents assigned to the county.

Member Wehrli made a motion to approve the lease agreement between Kendall County and the Kendall County Board of Health for space at 311 West John Street in the amount of $145,914 per year for 19 years, to begin on December 1, 2013. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 13-28 is available in the Office of the County Clerk.

Chairman Shaw stated that they discussed the Per Diem Ad Hoc Committee.

STANDING COMMITTEE MINUTES APPROVAL

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

Co Board 11/19/2013 - 9 -
SPECIAL COMMITTEE REPORTS

Public Building Commission
Member Wehrli stated that they met on November 13th and approved two contracts for the Public Safety Center.

VAC
Member Wehrli stated that they met on November 6th and approved their budget.

Historic Preservation
Chairman Wehrli stated that they met on November 6th which was a special meeting for the review of the different possible historic sites.

UCCI
Member Prochaska stated that they approved the 2014 fiscal budget. They voted to refund all of the county's 2013 UCCI membership dues; in addition they set their 2014 dues structure and have voted to send the counties a stipend for every board member that attends the meeting. The education seminar has been set for February 1, 2014 at three different sites.

Board of Health
Member Wehrli reported that they will meet on November 19th at 6:00pm.

River Valley Workforce Investment Board
Member Koukol stated that they did not have a meeting. The next meeting is December 11, 2013.

OTHER BUSINESS
Member Gilmour reminded the board of the intergovernmental meeting hosted by the Oswego School District. The meeting brings all of the taxing bodies together for them to share ideas.

CHAIRMAN'S REPORT

Appointments
- Nels Moe – Big Slough Drainage District – 3 year term – expires November 2016

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

Announcements
Scott Gryder – Highway – replacing Matt Prochaska

QUESTIONS FROM THE PRESS
Steve Lord from the Beacon News asked what the purview was of the Per Diem Ad Hoc Committee. Member Cesich stated that they are in the process of framing the goals and intent of the committee. Mr. Lord asked how long the Health Department has been in the building and how the lease was being handled before. Member Wehrli stated that they have been there since it was built and they had an agreement before. The price is extended out over the length of the bond payments.

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

Approved and submitted this 2nd day of December, 2013.
Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
Co Board 11/19/2013
RESOLUTION

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor was created to provide services to State's Attorneys in Counties containing less than 3,000,000 inhabitants; and

WHEREAS, the powers and duties of the Office of the State's Attorneys Appellate Prosecutor are defined and enumerated in the "State's Attorneys Appellate Prosecutor's Act", 725 ILCS 210/1 et seq., as amended; and

WHEREAS, the Illinois General Assembly appropriates monies for the ordinary and contingent expenses of the Office of the State's Attorneys Appellate Prosecutor, one-third from the State's Attorneys Appellate Prosecutor's County Fund and two-thirds from the General Revenue Fund, provided that such funding receives approval and support from the respective Counties eligible to apply; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor shall administer the operation of the appellate offices so as to ensure that all participating State's Attorneys continue to have final authority in preparation, filing, and arguing of all appellate briefs and any trial assistance; and

WHEREAS, the Office of the State's Attorneys Appellate Prosecutor and the Illinois General Assembly have reviewed and approved a budget for Fiscal Year 2014, which funds will provide for the continued operation of the Office of the State's Attorneys Appellate Prosecutor.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board, in regular session, this 17th day of December, 2013, does hereby support the continued operation of the Office of the State's Attorneys Appellate Prosecutor, and designates the Office of the State's Attorneys Appellate Prosecutor as its Agent to administer the operation of the appellate offices and process said appellate court cases for this County.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor are hereby authorized to act as Assistant State's Attorneys on behalf of the State's Attorney of this County in the appeal of all cases, when requested to do so by the State's Attorney, and with the advice and consent of the State's Attorney prepare, file, and argue appellate briefs for those cases; and also, as may be requested by the State's Attorney, to assist in the prosecution of cases under the Illinois Controlled Substances Act, the Cannabis Control Act, the Drug Asset Forfeiture Procedure Act, and the Narcotics Profits Forfeiture Act. Such attorneys are further authorized to assist the State's Attorney in the State's Attorney's duties under the Illinois Public Labor Relations Act, including negotiations thereunder, as well as in the trial and appeal of tax objections.

BE IT FURTHER RESOLVED that the Office of the State's Attorneys Appellate Prosecutor will offer Continuing Legal Education training programs to the State's Attorneys and Assistant State's Attorneys.

BE IT FURTHER RESOLVED that the attorneys employed by the Office of the State's Attorneys Appellate Prosecutor may also assist the State's Attorney of this County in the discharge of the State's Attorney's duties in the prosecution and trial of other cases, and may act as Special Prosecutor if duly appointed to do so by a court having jurisdiction.

BE IT FURTHER RESOLVED that the Kendall County Board hereby agrees to participate in the service program of the Office of the State's Attorneys Appellate Prosecutor for Fiscal Year 2014, commencing December 1, 2013, and ending November 30, 2014, by hereby appropriating the sum of $27,000.00 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State's Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State's Attorneys Appellate Prosecutor on request during the Fiscal Year 2014.

Passed and adopted by the County Board of Kendall County, Illinois, this __________ day of ______________ 20___.

Chairman __________________________

ATTEST: _____________________________

County Clerk
December 17, 2013

Ms. Lynne Corrao, Director
METRA Office of Government Affairs
547 West Jackson Boulevard
Chicago, IL 60661

RE: METRA Commuter Rail Extension Feasibility Study – Kendall County

Dear Ms. Corrao:

I would like to extend my sincere appreciation to you and David Kralik, Department Head for METRA Long Range Planning, for taking the time to meet with local officials from the County, City of Plano and City of Sandwich. We understand letters of support are needed from the County, City of Plano and City of Sandwich requesting METRA and Federal Transit Administration expand the scope of the feasibility study to extend METRA commuter rail service into Kendall County. As County Board Chairman and MPO Policy Committee member, I wish to express my sincere interest in the expansion of the scope of the feasibility study to include the City of Plano and the City of Sandwich. Both of these communities have assets, land use, population and ridership that enhance the feasibility and success of future METRA commuter rail service in Kendall County.

You may know Kendall County’s population and demographics have changed dramatically since the original legislative earmark for the feasibility study was authorized nearly ten years ago. Kendall County’s population has grown exponentially with a growth rate of 110% between 2000 and 2010. In June of 2013, the U.S. Census Bureau estimated that Kendall County’s current population at 118,105 representing a 2.9% increase since the 2010 Census population of 114,736.

In spite of the downturn in the housing market throughout the nation over the last five years, Kendall County continues to maintain steady growth and is planning for steady growth throughout this decade and into the next. Such growth makes it necessary to improve commuting options for residents traveling to and from work. In March of 2013, the U.S. Census Bureau released the results of a 5-year worker commute pattern survey and concluded that 72% of Kendall County’s resident workforce travels outside the County for employment. Furthermore, 39% of the County’s resident workforce travels to DuPage County and Cook County for employment. Still, even with recent improvements to major regional arterial roadways, daily driving commutes to and from DuPage and Cook counties continue to challenge Kendall County commuters.

As you can see, Kendall County’s significant growth rate over the last decade and high rate of commuters, especially eastward to DuPage and Cook counties, warrant the expansion of the feasibility study. Expanding the scope of the study will provide us with a better understanding of the viability of commuter rail service for the entire Kendall County region.
Again thank you for your consideration to expand the scope of the feasibility study to extend METRA commuter service through Kendall County. I look forward to working with you and METRA officials and welcome future efforts to make METRA extension through Kendall County a reality.

Sincerely,

John A. Shaw
County Board Chairman
CMAP MPO Policy Committee Member
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
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<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 2,684.00</td>
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</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 540.00</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ 30.00</td>
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<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 2,505.45</td>
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<tr>
<td>County Clerk Fees - Recording</td>
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<td>010100061205 Total County Clerk Fees</td>
<td>$ 28,920.45</td>
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<tr>
<td>01010001185 County Revenue</td>
<td>$ 18,917.00</td>
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<td>38010001320 Doc Storage</td>
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<tr>
<td>51010001320 GIS Mapping</td>
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<td>37010001320 GIS Recording</td>
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<td>81010001320 RHSP/Housing Surcharge</td>
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<tr>
<td>CK # 17447 To KC Treasurer</td>
<td>$ 107,003.58</td>
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Death Certificate Surcharge sent from Clerk's office $1,156.00 ck # 17445
Dom Viol Fund sent from Clerk's office $95.00 ck 17446
# Kendall County General Fund

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES**

**FOR TWELVE MONTHS ENDED 11/30/2013**

## REVENUES*

<table>
<thead>
<tr>
<th>Revenue Source</th>
<th>Annual Budget</th>
<th>2013 YTD Budget</th>
<th>2013 YTD Actual</th>
<th>% of Budget</th>
<th>2012 YTD Budget</th>
<th>2012 YTD Actual</th>
<th>% of Budget</th>
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<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$315,000</td>
<td>$375,737</td>
<td>119.28%</td>
<td>$331,124</td>
<td>$374,919</td>
<td>110.27%</td>
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<tr>
<td>State Income Tax</td>
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<td>$1,950,000</td>
<td>$2,502,090</td>
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<td>Local Use Tax</td>
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<td>95.82%</td>
<td>$939,800</td>
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<tr>
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<td>$464,491</td>
<td>116.12%</td>
<td>$437,579</td>
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<td>$1,200,000</td>
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<td>$1,277,785</td>
<td>$1,277,785</td>
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<td>$550,000</td>
<td>$550,000</td>
<td>$500,725</td>
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<td>$516,033</td>
<td>$516,033</td>
<td>92.15%</td>
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<td>Building and Zoning</td>
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<td>$40,000</td>
<td>$40,178</td>
<td>100.45%</td>
<td>$50,737</td>
<td>$50,737</td>
<td>144.96%</td>
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<td>Interest Income</td>
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<td>$35,000</td>
<td>$27,100</td>
<td>77.43%</td>
<td>$44,785</td>
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<td>89.57%</td>
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<tr>
<td>Health Insurance - Empl. Ded.</td>
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<td>$1,100,464</td>
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<td>1/4 Cent Sales Tax</td>
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<td>County Real Estate Transf Tax</td>
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<td>$190,000</td>
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<td>Correction Dept. Board &amp; Care</td>
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<td>$805,000</td>
<td>$1,006,860</td>
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<td>$1,048,303</td>
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<td>$702,000</td>
<td>$689,905</td>
<td>95.43%</td>
<td>$775,878</td>
<td>$775,878</td>
<td>122.42%</td>
</tr>
</tbody>
</table>

**TOTALS**

$10,974,484 | $12,073,162 | 110.01% | $11,857,128 | 110.01%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 12 months the revenue and expense should be at 100%.

## EXPENDITURES

All General Fund Offices/Categories

$26,336,375 | $26,085,265 | 99.05% | $24,540,734 | 95.90%
KENDALL COUNTY CORONER
November FY 2013 Monthly Report

CASE

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
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<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
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</tr>
<tr>
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</tr>
<tr>
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<td>1311287*</td>
<td>3:25 AM</td>
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<tr>
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<td>4:40 AM</td>
<td>Natural</td>
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<tr>
<td>Wednesday, November 27, 2013</td>
<td>1311291</td>
<td>4:20 PM</td>
<td>Natural</td>
<td>N</td>
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<td>Residence</td>
</tr>
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</table>

* Denotes death which occurred outside normal business hours.

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

Autopsies
Three (3) Autopsies were performed during the month of November.

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

Statistics:

<table>
<thead>
<tr>
<th>Statistics</th>
<th>2013 Statistics</th>
<th>State for Same Period in 2012</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td>2013 Total Deaths</td>
<td>291</td>
<td>288</td>
<td>9%</td>
</tr>
<tr>
<td>Autopsies to Date</td>
<td>23</td>
<td>17</td>
<td>35%</td>
</tr>
<tr>
<td>Toxicology Samples</td>
<td>21</td>
<td>21</td>
<td>0%</td>
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<tr>
<td>Cremation Permits</td>
<td>144</td>
<td>117</td>
<td>23%</td>
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Coroner's Office Personnel Update:

* Coroner Toftoy attended the IACO Fall Conference in Chicago - November 25 - November 27.

* Deputy Coroner Purcell provided a presentation to the Plano High School Driver's Education Course on November 12 and November 13.

* Deputy Coroner Purcell participated in Operation Impact for the Yorkville High School Driver's Education class on November 21.

* Deputy Coroner Purcell attended a meeting at the Kendall County Courthouse discussing the establishment of a drug court program for Kendall County.
ORDINANCE NUMBER 2014 - 13-26

GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR
GREEN ORGANICS INC. AT 1270 EAST BEECHER ROAD

WHEREAS, Green Organics, Inc. has filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 58 acre property located on the east side of Beecher Road about 0.5 miles south of Galena Road, commonly known as 1270 E. Beecher Road, (PIN# 02-08-100-006, part of PIN# 02-08-200-015, part of PIN# 02-08-200-018, part of PIN# 02-08-200-019 and part of PIN# 02-08-200-022), in Bristol Township; and

WHEREAS, said petition is to amend their existing special use permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville and seek new conditions on property; and

WHEREAS, said property is currently zoned A-1 Agricultural with an existing Special Use for operation for a landscape waste composting site; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for as Ordinance 1993-19 on October 19, 1993; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 1997-13 on August 19, 1997; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2000-18 on April 18, 2000; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a renewal as Ordinance 2008-17 on May 20, 2008; and

WHEREAS, the Zoning Administrator and/or deputies did grant the petitioner a minor amendment to the existing special use to allow the facility to begin accepting and processing food waste as Ordinance 10-25-11 on October 25, 2011; and

WHEREAS, said special uses will continue on the property; and

WHEREAS, said property is legally described as:

PARCEL 1
THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS
FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953.68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699.46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE NORTH 0 DEGREES 01 MINUTES 23 SECONDS EAST ALONG SAID WEST LINE 100.00 FEET; THENCE SOUTH 0 DEGREES 33 MINUTES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS EAST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS.

PIN: 02-08-100-006

PARCEL 2
THAT PART OF THE NORTHEAST QUARTER OF SECTION 8 IN TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER; THENCE NORTH 87 DEGREES 36 MINUTES 31 SECONDS EAST, ALONG THE NORTH LINE OF SAID NORTHEAST QUARTER, 187.01 FEET; THENCE SOUTH 61 DEGREES 46 MINUTES 39 SECONDS EAST, 332.00 FEET; THENCE SOUTH 71 DEGREES 34 MINUTES 14 SECONDS EAST, 463.00 FEET; THENCE SOUTH 45 DEGREES 09 MINUTES 49 SECONDS EAST, 58.00 FEET; THENCE SOUTH 00 DEGREES 33 MINUTES 15 SECONDS WEST, 356.00 FEET; THENCE SOUTH 89 DEGREES 48 MINUTES 46 SECONDS WEST, 541.26 FEET TO A POINT ON A LINE 400.00 FEET EAST OF, AND PARALLEL WITH, THE WEST LINE OF SAID NORTHEAST QUARTER; THENCE SOUTH 01 DEGREE 14 MINUTES 06 SECONDS EAST, ALONG SAID LINE, 171.42 FEET; THENCE ALONG THE SOUTH LINE OF A PARCEL OF LAND WITH PARCEL IDENTIFICATION NUMBER 02-08-200-015 FOR THE NEXT FOUR CALLS; SOUTH 83 DEGREES 45 MINUTES 54 SECONDS WEST, 130.42 FEET, MORE OR LESS; SOUTH 86 DEGREES 27 MINUTES 54 SECONDS WEST, 65.30 FEET; NORTH 08 DEGREES 04 MINUTES 41 SECONDS WEST, 23.88 FEET; NORTH 87 DEGREES 04 MINUTES 28 SECONDS WEST, 202.52 FEET, MORE OR LESS, TO A POINT 850.00 FEET SOUTHERLY OF THE NORTHWEST CORNER OF SAID NORTHEAST QUARTER, AS MEASURED ALONG THE WEST LINE THEREOF; THENCE NORTH 01 DEGREE 14 MINUTES 06 SECONDS WEST, ALONG SAID WEST LINE, 850.00 FEET TO THE POINT OF BEGINNING, ALL IN KENDALL COUNTY, ILLINOIS, AND CONTAINING 13.72 ACRES, MORE OR LESS.

PINS# 02-08-200-015 (portions thereof); 02-08-200-018 (portions thereof); 02-08-200-019 (portions thereof); and 02-08-200-022 (portions thereof).
WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on December 9, 2013; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The operation is controlled by the EPA and inspected regularly by the Health Department and have not found anything to endanger the public health, safety, morals, comfort, or general welfare.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The operation has been open since 1993 with some minor debris issues a long time ago and since then there have been no complaints or issues. The newer water park exists less than a mile away to the east and still there have been no complaints about affecting the area properties.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will not be adding any new utilities, roadways or drainage to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The special use conforms to all applicable regulations of the A-1 Special use district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This operation existed before the Land Resource Management Plan existed and the plan calls for the area to be residential which it could be when/if this operation ever ceases to exist.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a major amendment to their existing special use zoning permit to continue operation of their regional compost facility at 1270 E. Beecher Road modifying the site plan to eliminate about 10.5 acres, add about 9.5 acres northeast in the City of Yorkville subject to the following
1. The facility shall comply with the conditions listed in Section 7.01.D.15 (composting of landscape waste and food waste) of the Zoning Ordinance:
   Composting of landscape waste and food waste, subject to the following:
   a. The facility shall meet all Illinois Environmental Protection Agency requirements as identified in Title 35, Subtitle G, Chapter 1, Sub-chapter 1, Park 830, Standards for compost facilities.
   b. Operational personnel shall be present on site during all hours which the facility is open for the receipt of landscape waste.
   c. The hours during which landscape waste may be received shall be 7:00am to 4:00pm Monday through Friday and 7:00am to 12:00 noon Saturday. Processing operations shall cease after each day’s receipts have been processed and placed in windrows, not to exceed three (3) additional hours.
   d. The decibel levels at the property line shall not exceed Illinois Pollution Control Board standards.
   e. A locked gate shall restrict vehicle access during closed hours except that a “lock-box” shall allow access to emergency vehicles.
   f. Water samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
   g. Soil samples shall be taken by an independent testing service and analyzed by an independent laboratory. The locations, methods and frequency of sampling and testing shall be approved by the Kendall County Environmental Health Department Director. The test results shall be sent to the Environmental Health Department within forty-five (45) days of sampling.
   h. Authorized Kendall County personnel shall be allowed on site during business hours for inspection and testing.
   i. The facility operator shall send up-to-date copies of the State permit and related documents including Operational Plan, Surface water management Plan, Pest Control Plan, Site Drawing, and an Annual Report to the County Solid Waste Coordinator.
   j. Truck weights shall be limited to 73,280 pounds.
   k. The operator shall provide weight receipts to Kendall County.
   l. Off-site debris and trash generated by the site must be cleaned-up on a daily basis on surrounding properties with the owner’s permission.
   m. Other conditions as appropriate for the particular facility. (Amended 6/20/2006)

2. The facility will be permitted to take in 175,000 cubic yards of source-separated landscape materials (i.e. brush, leaves, tree trimmings and grass)

3. The site plan shall be kept on file as “Exhibit A” attached hereto

4. The facility operator shall maintain plantings on the berm and ditch as shown on “Exhibit
5. The facility operator shall maintain the gate and landscaping as indicated on "Exhibit C" attached hereto.

6. A host fee shall be paid to the County on a monthly basis in accordance with the schedule on "Exhibit D".

7. The facility operator shall maintain a sampling schedule as shown on "Exhibit E" attached hereto.

8. The County Solid Waste Coordinator shall maintain a log of complaints received on the facility.

9. This special use Ordinance shall expire on December 1, 2023 and the petition for renewal shall be made prior to July 1, 2023.

10. If any Illinois Environmental Protection Agency (IEPA) violations or citations are received they need to be submitted to the County Solid Waste Coordinator within 30 days.

Failure to comply with the terms of this ordinance may be cited as a basis for amending or revoking this special use permit.

IN WITNESS OF, this ordinance has been enacted on January 21st, 2014.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
State of Illinois  
County of Kendall

ORDINANCE # 2013-__

REVOKING A SPECIAL USE for
HARLAN FARMS, LTD.

WHEREAS, David Smith, owner of Harlan Farms, Ltd., petitioned Kendall County in the manner required by law and the ordinance of Kendall County, Illinois for obtaining a Special Use for the operation of two soccer fields and associated accessory parking facilities for a 40.94 acres property located on the west side of Oakbrook Road (PIN #09-05-100-018), in Seward Township; and

WHEREAS, said property is legally described as follows:

THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE ORIGINAL CENTER LINE OF CHICAGO ROAD, BEING THE SOUTH LINE OF A TRACT CONVEYED TO THE PEOPLE OF THE COUNTY OF KENDALL BY DOCUMENT NO. 80-2344, RECORDED JULY 1, 1980; THENCE 62°00'00" EAST ALONG SAID CENTER LINE 1453.0 FEET; THENCE SOUTH 00°34'00" EAST 415.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 64°23'00" EAST 472.87 FEET; THENCE NORTH 05°45'00" WEST 419.21 FEET TO SAID CENTER LINE; THENCE NORTH 62°00'00" EAST ALONG SAID CENTER LINE 223.26 FEET; THENCE SOUTH 55°35'27" EAST 853.76 FEET TO THE WEST LINE OF THE EAST 3.75 ACRES OF THAT PART OF SAID NORTHWEST QUARTER WHICH LIES SOUTH OF SAID CENTER LINE; THENCE SOUTH 00°44'28" EAST ALONG SAID WEST LINE 1230.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°24'23" WEST ALONG SAID SOUTH LINE 1291.98 FEET TO A LINE DRAWN SOUTH 00°34'00" WEST ALONG SAID LINE 1000.25 FEET TO THE POINT OF BEGINNING, KENDALL COUNTY, ILLINOIS AND CONTAINING 40.940 ACRES.

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request as Ordinance 2007-20 on May 15, 2007; and

WHEREAS, Mr. David Smith, owner, has stated in a letter dated November 8, 2013 and signed on December 5, 2013 as provided in attached Exhibit “A” that he voluntarily requests that Kendall County revoke the special use on the above-referenced property and waived his right to a public hearing for the revocation; and

NOW, THEREFORE, BE IT ORDAINED, by the County Board of Kendall County, Illinois that the Special Use Permit granted under Ordinance 2007-20 be revoked as of the date of this Ordinance and all operations cease.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 17th day of December, 2013.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
ORDINANCE 2013-__

AMENDMENT TO THE KENDALL COUNTY COUNTYWIDE STORMWATER ORDINANCE TO MODIFY THE TEXT TO ARTICLE 1 (AUTHORITY, PURPOSE, AND DEFINITIONS) & ARTICLE 4 (PROTECTION OF FLOODPLAIN AND FLOODWAY)

WHEREAS, the National Flood Insurance Program (NFIP) was established with the passage of the National Flood Insurance Act of 1968; and

WHEREAS, the NFIP is a Federal program enabling property owners in participating communities to purchase insurance as a protection against flood losses in exchange for State and community floodplain management regulations that reduce future flood damages; and

WHEREAS, Kendall County has and is currently participating in the NFIP; and

WHEREAS, when FEMA provides our community with additional flood hazard data, our community must adopt new floodplain management regulations or amend existing regulations to incorporate the new data and meet any additional requirements that result from any changes in the data; and

WHEREAS, Kendall County is responsible for making sure that its floodplain management regulations meet or exceed the minimum requirements of the NFIP; and

WHEREAS, Kendall County regulates development that meets the minimum requirements of the NFIP under authority of its Countywide Stormwater Ordinance; and

WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, FEMA has conducted a new Flood Insurance Study (FIS) report and proposes to amend panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 & 0225; and

WHEREAS, all procedures for revising existing data have been followed including a consultation coordination officer meeting held on November 15, 2012 in Yorkville, Illinois and attended by representatives of Kendall County, the villages of Montgomery and Plattville, and the cities of Joliet and Yorkville. All problems raised at that meeting have been addressed in this study.

NOW, THEREFORE, BE IT RESOLVED, that the Kendall County Board hereby supports and approves the modified text in Article 1 and Article 4 which amends the FIRM’s that will go into effect on January 8, 2014 as provided:

Floodplain and Special Flood Hazard Area (SFHA). These two terms are synonymous. The land in the flood plain within the County subject to a 1 percent or greater chance of flooding in any given year. The floodplains of the Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle
Aux Sable Creek, North Arm Saratoga Creek, Waubansee Creek, and West Aux Sable Creek are generally identified on the countywide Flood Insurance Rate Map of Kendall County prepared by the Federal Emergency Management Agency and dated February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0040, 0051, 0052, 0053, 0054, 0056, 0057, 0058, 0059, 0070, 0078, 0086, 0087, 0089, 0100, 0125, 0176, 0200 and dated January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 & 0225. Floodplain also includes those areas of known flooding identified by the County or Administrator.

401.1 Base Flood Elevation
The BFE shall be:
a. The base flood elevation for the floodplains of Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubansee Creek, and West Aux Sable Creek shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study of Kendall County prepared by the Federal Emergency Management Agency on February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0040, 0051, 0052, 0053, 0054, 0056, 0057, 0058, 0059, 0070, 0078, 0086, 0087, 0089, 0100, 0125, 0176, 0200 and dated January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 & 0225.

ADOPTED BY THE COUNTY BOARD THIS 17th DAY OF DECEMBER, 2013.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
Minutes of the Kendall County Public Safety Committee Meeting
Held Friday, November 8, 2013
1000 hours

Present were Committee Chair Matt Prochaska and Member Amy Cesich and county board member Scott Gryder pursuant to the Rules of Order was appointed to fill the quorum. Also present were Sheriff Richard Randall, Chief Scott Koster, Coroner Ken Toftoy, KenCom Assistant Director Lynette Bergeron, EMA Director Joe Gillespie, Facilities Management Director Jim Smiley, and Lisa Bowen, recording secretary. Members of the public present were Bob Welch. Absent from the meeting were Elizabeth Flowers, Judy Gilmour, and John Shaw.

Prochaska called the meeting to order and requested a roll call of the members. There were three members present creating the necessary quorum for voting purposes.

Prochaska called for the KenCom Report. Bergeron stated there is nothing to report under personnel. She stated staff continues to work with the Kane County ETSB on revising the necessary agreements for an updated filing with the Illinois Commerce Commission. Bergeron stated that KenCom began dispatching for Montgomery Police on October 29th. Bergeron stated the Wireless 9-1-1 statistics for the month of October represented 75% of calls received and the statistics for October are attached to the report. Prochaska asked if there have been any issues since they started dispatching for Montgomery. Bergeron stated there have been minor issues but it has uneventful. Prochaska asked for any other questions. None.

Prochaska called for the Coroner’s Report. Toftoy’s report showed there were a total of 23 deaths for the month of October and 1 autopsy performed for the month of October. There were 135 permits for cremation for the month of October. Prochaska asked for any questions. Cesich asked about the suicide on October 25th. Toftoy stated the suicide was at the west entrance to Silver Springs State Park where a man slit his wrists. Toftoy stated he was 41 years old. Prochaska asked if there were any other questions for the coroner. None.

Prochaska called for the EMA Report. Gillespie stated that the Tracy Page attended 40 hours of ICS 300/400 training in Dekalb from Sept 30th through October 4th. Gillespie stated he attended the Hoover Fall Fest Incident Action Plan Meeting on October 4th. He stated rebanding of the Starcom radios took place on October 17th. Gillespie stated he attended the Exelon off-site dinner in Morris on October 24th, the Integrated Warning Team Workshop in Lockport on October 28th, and attended the New Coordinators Training in Wheaton on October 29th. Gillespie stated they continued with siren testing, STARCOM testing and WSPY EAS testing the first Tuesday morning of October. Prochaska asked for any questions. Gryder stated he has received emails regarding the safety of living near a nuclear plant. Gillespie asked that the email be forwarded to him. Gillespie stated there is no need to worry. He stated Exelon has provided them with the tools and the training needed to make the county safer to live in because we are more prepared for any incident that could happen. Prochaska asked for any other questions. None.

Prochaska called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of October: 294 new intake bookings on a total of 425 charges. They released 307 inmates on 459 charges and 141 inmates were held
over from the previous month. They served 13,893 meals. They served an average number of
448 meals a day at a cost of $0.92 per meal. He stated we conducted 21 visitation days with 248
inmates seeing visitors. The Corrections Division logged 5,017 miles during the month and
transported 119 inmates. The medical staff saw 264 inmates. Randall stated there were 25 video
bond call days with 71 inmates. Randall also stated the Corrections Division housed 103 inmates
for other jurisdictions within the month and billed out $109,140.00 for 1819 days of
confinement. Discussion regarding charges for out of county inmates took place.

Prochaska called for the Operations Report. Randall stated that the reports were attached, of
which the following statistics were included for the month of October: The Sheriff’s Office had
569 calls for service, 1,059 officer initiated activities, 311 police reports, 7 felonies, 53
misdemeanors, and 72 warrants for a total of 132 arrests. Randall continued that there were 835
traffic contacts, 275 traffic citations, 3 DUI arrests, no Zero Tolerance, 37 property damage
accidents, 6 personal injury accidents, and no fatal accidents for a total of 43 accidents. The
Operations Division drove 62,191 miles in the month of October. Randall stated that Auxiliary
deputies logged 55.5 hours for the month of October. He stated the total number of cases
assigned for Investigations/COPS Activities were 22 and there are currently 52 open cases.
Randall stated the COPS deputies spent 74 hours in area schools with the School Resource
Officer Program. Cesich asked about the stalking case listed in the reports. Koster stated there
are varying degrees of stalking and this one was domestic-related.

Prochaska called for the Support Services Report. Randall stated that the reports were attached,
of which the following statistics were included for the month of October: He stated that there
were 150 papers served, 33 evictions scheduled with 20 cancelled, 36 Sheriff’s Sales, and 116
FOIA requests filled. Randall stated there will be a moratorium on evictions over the Christmas
and New Year’s holidays, December 23 through January 3. Randall stated there were 165
warrants issued for the month of October with 7 quashed and 44 served and 3,323 outstanding
warrants. He continued that the total fees brought in by the Support Services were $44,064.17 for
the month of October. Randall continued that Court Security had 16,581 entries, 7,909 articles x-
rayed, 73 bond calls, 30 arrests, and 97 articles of contraband refused. Randall stated there was a
total of 516 hours of training for the month of October. Randall stated there were no
terminations, resignations, or new hires for the month of October. Randall stated there was one
incident of a damaged windshield to a squad. Smiley stated he has received pricing from a
couple companies for phase II of the records department expansion, which is planned for the
2014 budget. Prochaska asked for any other questions for the sheriff. Cesich asked about an
update on the quarry/range. Sheriff stated they are moving dirt and it all depends on the progress
with the Route 47 project. Gryder asked about Utah concealed carry permits and training.
Gillespie stated the State of Illinois is going to require 16 hours of classroom time. He stated if
you had the Utah permit part of that time, there is a training credit for it. Discussion ensued
regarding concealed carry training and permits.

Prochaska called for Facilities. Smiley stated there was a problem with the PLC with the panic
alarms at the courthouse and it was determined that the power source supply internally burned
up, and they are in the process of getting that replaced. Smiley stated there was a problem with
the air handler in KenCom and they were able to get that fixed. Smiley stated he was asked to
evaluate the grounds for a possible police memorial to check for underground items. Smiley stated he has given his report to the sheriff and command staff involved.

Prochaska asked for Miscellaneous. Toftoy stated he forgot to mention in his report that the LaSalle County coroner called him last week. He stated LaSalle County uses Will County's morgue and the coroner's office is union and they are going to strike possibly this week. He stated the LaSalle County coroner asked if they could bring bodies to Kendall County and he told them yes. Toftoy stated he is not sure what Will County charges to use the morgue. He stated if there is an autopsy conducted, it could possibly be $350 to $400 per autopsy, and he thinks it is $25/day for storage in the cooler. Toftoy stated he does not know if it will actually happen, but he wanted to give a heads up just in case. Toftoy stated the LaSalle coroner will use funeral homes for transportation of the bodies to Kendall County.

Prochaska called for Old Business - Jail Security and Access System. Randall stated that at the next meeting they hope to bring a proposal to have a study done of the jail security and access system at this facility and the courthouse. Randall stated at the last county board meeting there was a question about the contract for Accurate Controls. Randall stated this is an ongoing two-year contract that we have been renewing. Prochaska stated that the question was about the fee the company charged to come down here. Gillespie stated that fee is for two trips for three days each year. Gillespie explained they have a staff that has to come out and stay overnight and be here for three days. Discussion ensued.

Prochaska asked for Public Comment. None.

Prochaska asked for a motion to move into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity. Gryder made the motion to move into Executive Session, seconded by Cesich. A roll call vote was taken with all members present voting aye. Motion passed and Executive Session began at 10:45 a.m.

Executive Session concluded at 10:59 a.m. and open session was continued. Prochaska stated he would like to say it will be nice to get the Public Safety meetings back on a normal schedule after having two months of having to change the meetings. Prochaska asked for a motion to adjourn the meeting. Cesich made a motion to adjourn the meeting, seconded by Gryder. All members present voted aye. The meeting was adjourned at 11:00 a.m.

Respectfully Submitted,
Lisa Bowen
Recording Secretary
KENDALL COUNTY SHERIFF’S OFFICE
REQUEST FOR BIDS
VEHICLE MAINTENANCE SERVICE

ATTACHMENT B

Bid Form

Gjovik Ford, Inc
Dated: November 15, 2013
ATTACHMENT B
BID FORM

KENDALL COUNTY SHERIFF'S OFFICE VEHICLE MAINTENANCE SERVICE REQUEST FOR PROPOSAL

BID OPENING: 19 November, 2013 at 10:00 A.M. C.S.T.

BID SUBMITTED BY: GIJOVIK FORD, INC

Address: 2600 US Rt. 34 East
Sandwich, IL 60548

Phone: (630) 552-8058

Contact Person: Tom Conlin,
General Manager
tconlin@giolvikford.com

BID PRICE

<table>
<thead>
<tr>
<th>Service</th>
<th>Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Labor Rates (Standard)</td>
<td>$58.75 per hr (other than discounted labor rates for most maintenance and light repair items, see examples below)</td>
</tr>
<tr>
<td>PM/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION</td>
<td>$18.89 (includes $5.63 labor charge)</td>
</tr>
<tr>
<td>TIRE ROTATION</td>
<td>$16.89 (includes $10.89 labor charge)</td>
</tr>
<tr>
<td>WHEEL ALIGNMENT</td>
<td>$39.89 (includes $39.89 labor charge)</td>
</tr>
<tr>
<td>Parts Discount (from OEM suggested list price)</td>
<td>26% discount or cost plus 14% if less (excludes remanufactured engine and transmission assemblies)</td>
</tr>
<tr>
<td>TOTAL—BASE BID (Cost per Vehicle)</td>
<td>$75.67 (assumes single visit for each of the above maintenance items)</td>
</tr>
</tbody>
</table>

The undersigned hereby agrees to provide the vehicle maintenance services as set forth in the Bidding Documents for the total Bid price of:

TOTAL BID—BASE BID

Seventy-Five __________________________Dollars
(written in words)

And Sixty-Seven __________________________Cents
(written in words)

As part of the Bid, Bidder, at no additional charge, will also provide, or make available, to KCSO the additional benefits and services outlined on Schedule B-1 attached hereto.

GIJOVIK FORD, INC.

By: __________________________

Signature of Bidder Scott I Giiovik

Title President

Date November 15, 2013

KCSO Vehicle Maintenance RFP
Page 7
KENDALL COUNTY SHERIFF’S OFFICE
REQUEST FOR BIDS
VEHICLE MAINTENANCE SERVICE

Schedule B-1 to Attachment B

Bid of
Gjovik Ford, Inc
Dated: November 15, 2013

Schedule B-1 to
Attachment B-Bid Form
A. Additional Benefits and Services Included at No Charge:

1. Bidder shall have access to the parts and service operations of its companion dealership, Gjovik Chevrolet-Buick-GMC, Inc. ("Gjovik Chevy"), as needed, to perform the required services for KCSO under this Bid at the prices herein set forth;

2. To maximize fleet availability to KCSO and minimize "down time", Bidder shall have access to 3 separate but adjacent service facility operations, namely, Gjovik Ford at 2600 US Rte 34 E., Sandwich, IL, Quick Lane at 2690 US Rte 34 E., Sandwich, IL, and Gjovik Chevy at 2780 US Rte 34 E., Sandwich, IL. The hours of operation for maintenance and repair services are as follows: 7:00AM - 7:00PM on Monday thru Friday; and 8:00AM - 4:00PM on Saturday;

3. Bidder can provide pick-up and drop-off service of KCSO's vehicles by qualified drivers including current and ex-law enforcement officers;

4. Bidder can provide tires to KCSO at state contract pricing with most tires in Bidder's current tire inventory or available for same day installation. There is no need for KCSO to maintain its own tire inventory, thus freeing up the dollars they have "tied up" in said inventory;

5. An inspection-based Vehicle Check-Up Report Card together with a schedule of OEM Recommended Future Maintenance Services will be provided to KCSO for each vehicle on most maintenance visits. These reports and schedules will allow KCSO to plan and budget for its current and future fleet maintenance needs. See sample forms attached hereto as Exhibit A.5 to Schedule B-1;

6. Bidder's general manager, Tom Conlin, will be designated as the single point account manager for KCSO with 24/7 availability by cell phone, direct line or e-mail;

7. Bidder can provide KCSO with "after-warranty" financial assistance from vehicle manufacturers (Ford and GM) on major repairs based upon the excellent relationship of Bidder and Gjovik Chevy with Ford and Chevy;

Bid of
Gjovik Ford, Inc  
Dated: November 15, 2013
A. Additional Benefits and Services Included at No Charge (cont.):

8. Bidder shall provide KCSO with an expanded warranty of 2 years unlimited mileage on many parts that are installed and on many labor operations that are performed;

9. Bidder maintains a fleet of over 35 service loaner vehicles for its customers which are available to KCSO personnel for non-patrol use on major vehicle repairs; and

10. Bidder has extensive experience providing vehicle maintenance and repair services to government and commercial fleet customers. A partial list of such customers is attached hereto as Exhibit A.10 to Schedule B-1. References from these customers are available upon request.
KENDALL COUNTY SHERIFF'S OFFICE
REQUEST FOR BIDS
VEHICLE MAINTENANCE SERVICE
Exhibit A.5 to Schedule B-1

Exhibit A.5 to Schedule B-1

Bid of
Gjovik Ford, Inc
Dated: November 15, 2013

Exhibit A.5 to
Schedule B-1
3. The customer declined to proceed with the required repair/replacement. If the customer declines a needed service identified during the inspection, it should be noted in the "Decline" column of the "Service Estimate" section of the VCU. The outstanding yellow or red condition should also be recorded on the VCU and coded on the RO. The outstanding yellow or red condition code will be picked up by Ford REACT and used to send customer notifications via GDL letters, ConsumerTRAC, and they SYNC VHR.

**ONLY REPORT POST-SERVICE WORK CONDITION CODES ON ROs. DO NOT RECORD INITIAL INSPECTION RESULTS ONLY.**

The condition of the vehicle as it left the Quick Lane SHOULD BE REFLECTED ON THE VCU AND CODED ON THE RO.

*Applicable to vehicles equipped with SYNC.

The "green" leaf icon designates items which contribute to improved vehicle efficiency and customer satisfaction. Quick Lane Managers are encouraged to advise customers about the cost, impact, and fuel efficiency benefits unique to parts, maintenance, given leaf items.

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**Exhibit A.5 to Schedule P-1**

Vehicle Check-up


KENDALL COUNTY SHERIFF'S OFFICE
REQUEST FOR BIDS
VEHICLE MAINTENANCE SERVICE
Exhibit A to Schedule B-1

2010 Chevrolet Impala V6-3.5L
Vehicle » Maintenance » Service Intervals » Severe Service » 60000 Mi or 96000 KM

Inspect

Brakes and Traction Control
   Inspect Brake System. Visually inspect brake lines and hoses for proper hook-up, binding, leaks, cracks, chaffing, etc. Inspect disc brake pads for wear and rotors for surface condition. Inspect other brake parts, including calipers, parking brake, etc.

Coolant
   Check engine coolant fluid level and add fluid as needed.

Cooling System
   Inspect engine cooling system. Visually inspect hoses and have them replaced if they are cracked, swollen or deteriorated. Inspect all pipes, fittings and clamps. To help ensure proper operation, a pressure test of the cooling system and pressure cap and cleaning the outside of the radiator and air conditioning condenser is recommended at least once a year.

Fluid - ATF
   Inspect the transmission fluid level and add fluid as needed.

Fuel Supply Line
   Inspect fuel system for damage or leaks.

Restraints and Safety Systems
   Inspect restraint system components. Make sure the safety belt reminder light and all your belts, buckles, latch plates, retractors and anchorages are working properly. Look for any other loose or damaged safety belt system parts. If you see anything that might keep a safety belt system from doing its job, have it repaired. Have any torn or frayed safety belts replaced. Also look for any opened or broken air bag coverings, and have them repaired or replaced. The air bag system does not need regular maintenance.

Suspension
   Visually inspect front and rear suspension and steering system for damaged, loose, or missing parts, signs of wear or lack of lubrication, inspect power steering lines and hoses for proper hook-up, binding, leaks, cracks, chaffing, etc.

Vehicle
   Visually check for any leaks or damage. A fluid loss in any vehicle system could indicate a problem. Have the system inspected and repaired and the fluid level checked. Add fluid if needed.

Washer Fluid
   Check windshield washer fluid level and add fluid as needed.

Wiper Blade
   Visually inspect the wiper blades for wear or cracking. Replace all blade inserts that appear worn or damaged or that streak or miss areas of the windshield.

Lubricate

Doors
   Lubricate body components. Lubricate all key lock cylinders, hood latch assembly, secondary latch, pivots, spring anchor, release pawl, rear compartment hinges, outer liftgate handle pivot points, rear door detent link, roller mechanism, liftgate handle pivot points, latch bolt, fuel door hinge, cargo door hinge, locks and
folding seat hardware. More frequent lubrication may be required when exposed to a corrosive environment. Applying silicone grease on weather-strips with a clean cloth will make them last longer, seal better and not stick or squeak.

Replace

Air Filter Element
Replace air filter. If you drive regularly under dusty conditions, replace the filter more often.

Cabin Air Filter / Purifier
Replace the passenger compartment air filter. If the vehicle is driven regularly under dusty conditions, replace the filter more often, (or every 12 months whichever occurs first).

Engine Oil
Change engine oil and filter, or every 12 months whichever occurs first. Reset the oil life system.

Oil Filter, Engine

Rotate

Tires
Rotate tires and inspect inflation pressures and wear. Reset the pressure monitor.
KENDALL COUNTY SHERIFF'S OFFICE
REQUEST FOR BIDS
VEHICLE MAINTENANCE SERVICE

Exhibit A.10 to Schedule B-1

Bid of
Gjovik Ford, Inc
Dated: November 15, 2013

Exhibit A.10 to
Schedule B-1
Partial List of Bidder’s Government and Commercial Fleet Customers

(a) City of Aurora - Equipment Services Division - 3 Years
   Contact: Joseph Hopp, Superintendent of Maintenance Services
   Telephone Number: (630) 256-3650;

(b) Little Rock Fox Fire Protection District - 9 Years
    Contact: Greg Witek, Chief
    Telephone Number: (630) 552-3311;

(c) City of Sandwich - Police, Fire, and Public Works Departments - 18 Years
    Contact: Tommy Thomas, Mayor
    Telephone Number: (815) 786-9321;

(d) Kendall County Sheriff’s Office - 22 Years
    Contact: Richard Randall, Sheriff
    Telephone Number: (630) 553-5758;

(e) City of Yorkville - Police Department - 9 Years
    Contact: Ron Dietrich, Fleet Manager
    Telephone Number: (630) 553-4340;

(f) Bristol-Kendall Fire Department - 5 Years
    Contact: Michael Hitzemann, Chief
    Telephone Number: (630) 553-6186;
Partial List of Bidder’s Government and Commercial Fleet Customers (Cont’d.)

(g) Kendall County Forest Preserve District - 5 Years
   Contact: Mike Pierson, Fleet Coordinator
   Telephone Number: (630) 774-1683;

(h) City of Plano - Police Department - 10 Years
   Contact: Steve Eaves, Chief
   Telephone Number: (630) 552-3122;

(i) Meade Electric Co., Inc., a large electric and gas pipeline contractor - 5 Years
   Contact: Tim Ziegler, Fleet Manager
   Telephone Number: (773) 307-2422 and

(j) Septran, Inc., a large school bus provider with over 900 buses at 5 locations - 1 Year
   Contact: Greg Cybor, Fleet Maintenance Manager
   Telephone Number: (331) 643-4426
KENDALL COUNTY SHERIFF’S OFFICE  
REQUEST FOR BIDS  
VEHICLE MAINTENANCE SERVICE  

Attachment C - Agreement  

Bid of  
Gjovik Ford, Inc  
Dated: November 15, 2013  

Attachment C  
Agreement
ATTACHMENT C

AGREEMENT

This Agreement is entered into the day and year first set forth below between Kendall County, Illinois, a unit of local government, and the Kendall County Sheriff (hereinafter referred to collectively as "Kendall County" or "County") and Gjoykf Ford, Inc., with its principal place of business at Sandwich, IL (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. Also, this Agreement hereby incorporates by reference all terms and conditions set forth in the Kendall County Sheriff's Office Vehicle Maintenance Services Request for Proposal issued on or about 15 October, 2013 (hereinafter referred to as "RFP") and all attachments and addenda thereto, all of which are collectively referred to herein as "the Agreement".

2. Pursuant to and set forth in this Agreement, Bidder will provide the County with the vehicle maintenance services as set forth in Attachment A of the RFP. Attachment A to the RFP is attached hereto as Exhibit A and incorporated by reference herein. The services set forth in this Agreement shall commence December 1, 2013 and shall continue until November 30, 2015 or as terminated pursuant to Paragraphs 9 or 10 of this Agreement, whichever occurs first. If the Agreement terminates on November 30, 2015, the Agreement may be extended for one (1) additional two (2) year term (i.e., from December 1, 2015 through November 30, 2017), provided the County agrees in writing to the extension.

3. In consideration for Bidder providing the services set forth in this Agreement, the County agrees to pay Bidder as follows:

Bidder shall submit an invoice to the Sheriff’s Office for payment pursuant to this Paragraph within thirty (30) calendar days after performing the service. Payment of the invoice shall be subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

4. Because the vehicles are used for law enforcement purposes, Bidder agrees that no one shall be assigned to perform work on the Sheriff’s Office’s vehicles without the Sheriff’s Office’s prior approval. Should the Sheriff’s Office 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 the Sheriff’s Office request a change in the manner in which services are being performed pursuant to this Agreement, the Sheriff’s Office shall transmit the same to the Bidder’s on-site manager and/or to any other member of Bidder’s management, who shall take immediate action and shall resolve the problem to the Sheriff’s Office’s satisfaction. Bidder’s failure to take immediate action and/or to resolve the problem to the Sheriff’s Office’s satisfaction may result in a material breach of the Agreement.

5. Bidder is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with the 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
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 the 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 the County, its board members, elected 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. 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.

7. Bidder shall indemnify, hold harmless and defend with counsel of the County's own choosing, the 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.

8. It is understood by Bidder that this Agreement is with a government entity. As such, any price adjustments must be provided to the County in advance for written approval prior to 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.

9. 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 such 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.
10. 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.

11. 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).

12. 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.

13. 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.

14. 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. 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.

15. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or courier service and received, in the case of notice to the County, Attention: Kendall County Sheriff, 1102 Cornell Lane, Yorkville, Illinois 60560; 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: Scott J Glovik, Glovik Ford Inc, 2600 US Rte. 34 East, Sandwich, IL 60548

16. 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.

17. The parties 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.

18. 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 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.
19. Bidder hereby waives any claim of lien against the County on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement.

20. 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 the 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 an Additional Insured 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.

21. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If the 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, the County is required to use the services of an attorney, then the County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by the County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this 15th day of November, 2013.

BIDDER:  
Gjovik Ford, Inc.
By Scott J Gjovik  
President

COUNTY OF KENDALL, ILLINOIS

John Shaw  
Chairman, Kendall County Board

KENDALL COUNTY SHERIFF

Richard Randall
I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:28 a.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick, Judy Gilmour, and John Shaw (9:28 a.m. - appointed by Chair Judy Gilmour to form a quorum)

Committee Members Absent: Elizabeth Flowers, Dan Koukol, John Purcell

Others present: Glen Campos, Don Clayton, Jill Ferko, Leslie Johnson, Stan Laken, Jim Pajauskas, Becki Rudolph, and Jeff Wilkins

III. APPROVAL OF NOVEMBER 7, 2013 MEETING MINUTES — Motion to approve the minutes from November 7, 2013 made by Lynn Cullick, second by Judy Gilmour. With all in agreement, the motion carried.

IV. REPORTS

    Insurance/Benefits Update: CBIZ: Jim Pajauskas briefed the committee on changes in the laws regarding the Flexible Spending Account. Mr. Pajauskas explained the new federal law and said that the current County policy allows for a two and one-half month extension. Mr. Pajauskas stated that new to FSA, is the option of giving the two and one-half extensions or allowing the employee to roll-over up to $500 into the next year. Mr. Pajauskas said that the County has to choose one of the options, but cannot do both. The plan option for 2014 decision would be made by the County, not by each employee. Mr. Shaw made a motion to forward the Approval of $500 rollover option for FSA Insurance Plan Regarding Unused Funds to the Board for approval, second by Lynn Cullick. With all in agreement, the motion carried.

    County Administrator – Jeff Wilkins reviewed the monthly and annual Human Resources reports with the committee.

    Technology Director – Mr. Laken updated the committee on the progress of the evaluation and trial use of the new software, and the transfer of Animal Control data from the current PetPoint system to the new ShelterPro software program.

    Mr. Laken informed the committee that all of the Inmate Computers in the County jail have been updated with New World software, legal law updates and inmate handbook updates.

    Other Department Head and Elected Officials Reports – None

V. OLD BUSINESS
FSA Insurance Plan Regarding Unused Funds - Mr. Pajauskas provided information on the new federal law, and briefed the committee on the two options that the County can choose for the employees enrolled in the FSA.

Employers’ Handbook Revisions - Ms. Johnson reminded the committee that she had suggested that once the Board approved the Benefits Policy changes and the Educational Policy changes that Administrative Services department distribute those changes to all employees, and have each employee sign an acknowledgement form acknowledging receipt of the revised policy. Mr. Wilkins stated that the revisions have been sent to all of the Department Heads and Elected Officials for distribution to staff.

RFP for Geographic Information System (GIS) Orthophotography – Don Clayton briefed the committee on the five bids received for the Aerial flight, and the difference between on-shore and off-shore pricing. Ms. Johnson provided clarification of the law requiring the County to contract with the lowest responsible bidder. John Shaw made a motion to Award bid for 2014 Kendall County Spring Aerial Imagery Mission (RFP #GIS-001) to Ayres Associates in an amount not to exceed $34,500.00, second by Lynn Cullick. With all in agreement, the motion carried.

Illinois Federal Surplus Property Program Resolution – Mr. Wilkins reviewed the resolution with the committee, and explained the need for the resolution. Lynn Cullick made a motion to forward the Illinois Federal Surplus Property Program Resolution to the Board for approval, second by John Shaw. With all in agreement, the motion carried.

2014 Administration HR Committee Schedule/Time Change – Ms. Gilmour reported that the meeting time change was already approved by the County Board at the December 3, 2013 meeting.

VI. NEW BUSINESS

Everbridge Reverse 911 System – Ms. Gilmour explained the emergency notification system and how citizens are able to voluntarily register. Ms. Gilmour stated that the reverse 9-1-1 system gives the County the ability to deliver pre-recorded emergency notifications and informational messages to either targeted areas or the entire County via telephone calls, text messages, or email.

Mr. Laken stated that Technology will include the registration information and sign-in page under the Quick Links section of the County webpage. Mr. Laken said Technology will wait to make any changes until the KenCom Operations Board meets later in December, and makes decisions about how they want the information made available to citizens and employees in the County. Mr. Laken will provide updated information at the January committee meeting.

Human Resources Audit – Ms. Johnson briefed that committee that the State’s Attorney’s office suggests conducting a whole legal review of the different aspects of the employment relationship between the employer and employee, and ensuring accuracy, consistency and conformity among all County offices and departments.
Ms. Johnson stated that the audit would review hiring practices, new hire orientations, anti-harassment information, appropriate completion of forms, accuracy of retention records, wages and hour classification, policies, procedures, record keeping, storage of records, Benefits, Worker’s Compensation claims, separation from employment, exit interviews, discrimination and employee rights – appropriate training and appropriate policies in place, record keeping and organization of records in compliance with federal and state laws, employment postings, training desired by DHEO, what is needed and what is available. Ms. Johnson said the audit will be conducted in each department in the County and offered to each office. Ms. Johnson asked the committee to forward this request to the County Board for support and approval.

John Shaw made a motion to conduct a Human Resources Audit including a Formal Review of Job Descriptions of County offices and departments, second made by Lynn Cullick. **With all in agreement, the motion carried.**

- **Formal Review of Job Descriptions** – Ms. Johnson said that as part of the HR Audit, the SAO would review every job description to ensure compliance with federal and state laws. Ms. Johnson stated that Job Description changes need to be approved at the County Board level, and not at a lower department or office level. Ms. Johnson stated that the SAO recommends a formal review of all current job descriptions of elected officials, and county employees.

VII. **ACTION ITEMS FOR COUNTY BOARD**

- Approval of $500 rollover option for FSA Insurance Plan Regarding Unused Funds
- Award bid for 2014 Kendall County Spring Aerial Imagery Mission (RFP #GIS-001) to Ayres Associates in an amount not to exceed $34,500.00
- Approve contract between Kendall County, Illinois and Ayres Associates for 2014 Spring aerial imagery mission services in an amount not to exceed $34,500.00
- Approval of the Illinois Federal Surplus Property Program Resolution
- Approval for the State’s Attorney’s Office to conduct a Human Resources Audit including a Formal Review of Job Descriptions

VIII. **ITEMS FOR COMMITTEE OF THE WHOLE**

- Approval for the State’s Attorney’s Office to conduct a Human Resources Audit including a Formal Review of Job Descriptions

IX. **EXECUTIVE SESSION** – None

X. **PUBLIC COMMENT** - None

XI. **ADJOURNMENT**

Lynn Cullick moved to adjourn the meeting at 10:32 a.m., John Shaw seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain, Administrative Assistant
CHAPTER V.
BENEFITS

Section 5.1 INSURANCE – EMPLOYEES AND DEPENDENTS:

This portion of the Employee Handbook contains a very general description of the insurance benefits to which you may be eligible to receive as an employee of the County. Please understand that this general explanation is not intended to, and does not, provide you with all the details of these benefits. Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of Administrative Services. The actual plan documents, which are available by making a written request to the County Administrator, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. To the extent that any of the information contained in this Employee Handbook is inconsistent with the official plan documents, the provisions of the official plan documents will govern in all cases. Nothing contained in the benefit plans described herein shall be held or construed to create a promise of employment or future benefits, or a binding contract between the County and its employees, retirees or their dependents, for benefits or for any other purpose. The County reserves the right, in its sole and absolute discretion, to amend, modify or terminate, in whole or in part, any or all of the provisions of the benefit plans described herein, including insurance carriers, health maintenance organizations, self-insurance, and/or any health benefits that may be extended to an employee’s dependents. Further, the County reserves the exclusive right, power and authority, in its sole and absolute discretion, to administer, apply and interpret the benefit plans described herein, and to decide all matters arising in connection with the operation or administration of the plan.

The County provides life insurance, accidental death and dismemberment insurance, and dental insurance to the employee and the employee’s qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. To be eligible for these benefits, an employee must consistently work a minimum of thirty-four (34) hours per week. Dental and life insurance coverage shall commence on the first of the month after the employee has completed thirty (30) consecutive calendar days of continuous active employment with the County and shall cease on the last day of the month in which any of the following events occur: the employee’s final day of employment; when regularly scheduled hours are reduced below 34 hours per week; or upon another “qualifying event” as defined under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

The County also provides medical and hospitalization insurance to the employee and the employee’s qualified dependents. Plan documents for specific benefits are available at the Office of Administrative Services. Dependent coverage at group rates is available. To be eligible for medical and hospitalization insurance, an eligible employee must consistently work a minimum of thirty (30) hours per week.

At the employee’s option, the employee may elect coverage through any one of the applicable health insurance plans made available by the County. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee’s election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the County.

Health insurance coverage shall commence thirty (30) calendar days following the employee’s starting date of employment and shall cease on the earlier of the following events: the employee’s final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another “qualifying event” as defined under the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee’s commencement of employment.
A pre-tax deduction Section 125 cafeteria plan is available at the time of enrollment. A cafeteria plan is a written plan maintained by the County that meets specific requirements and regulations of Section 125 of the Internal Revenue Code. The County offers a flexible spending arrangement (FSA), which is a form of a cafeteria plan benefit, that allows eligible employees the opportunity to voluntarily elect to use their pretax dollars through salary reduction to reimburse employees for expenses incurred for certain qualified benefits (e.g., dependent care assistance and eligible medical care reimbursements), which allows employees to pay their share of the medical insurance premium with pretax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium. Participation in the FSA plan is voluntary and may only be elected (a) at the beginning of employment, (b) during the annual open enrollment period or (c) when the plan participant experiences a qualifying event. FSA contributions can be made only through payroll deduction and cannot be changed unless one of the three aforementioned circumstances occurs.

Currently, FSA benefits are subject to a contribution maximum of $2500 per plan year. It is the employee's responsibility to timely file reimbursement claims by submitting a FSA reimbursement claim form with the proper documentation to the Plan Administrator (acting on behalf of the County of Kendall). Reimbursement for claims can be submitted up to ninety (90) calendar days following the end of the plan year (hereinafter referred to as "the run-out period"). Effective the plan year commencing on January 1, 2014, up to a maximum of $500 in unused health FSA funds can rollover into the health FSA for the following plan year. The carryover of up to $500 may be used to reimburse qualified medical expenses under the health FSA incurred during the entire plan year to which it is carried over. For this purpose, the amount remaining unused as of the end of the plan year is the amount unused after medical expenses have been reimbursed at the end of the plan's run-out period for the plan year. The carryover of up to $500 does not count against or otherwise affect the indexed $2,500 salary reduction limit applicable to each plan year. Effective the plan year commencing on January 1, 2014, any unused health FSA funds in excess of $500 that remains unused as of the end of the plan year (that is, at the end of the run-out period for the plan year) is forfeited. Any unused amount remaining in an employee's health FSA as of termination of employment also is forfeited (unless, if applicable, the employee elects COBRA continuation coverage with respect to the health FSA). An FSA plan is not permitted to allow unused amounts relating to a health FSA to be cashed out or converted to any other taxable or nontaxable benefit. In the event this policy conflicts with any provisions in the plan documents or applicable IRS regulations, the plan documents and IRS regulations shall prevail.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans providing they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums. Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the benefits fair held by the County for its employees.
Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: a reduction in the employee's working hours; termination of employment for reasons other than gross misconduct; divorce or legal separation; death of the employee; leave of absence; and a dependent child no longer meeting eligibility requirements. Under COBRA, the employee and/or qualified beneficiary pays the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The County will provide the employee with written notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance marketplace. The County will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

Section 5.2 WORKERS' COMPENSATION:

The Workers' Compensation law provides protection for employees experiencing occupational disabilities through accidents or illness arising out of and in the course of employment.

A. When an employee suffers an on-the-job injury, a "Report of Injury" form must be completed in every instance. If medical attention was required as a result of the injury or illness, a claim will then be filed with the Office of Administrative Services by the hospital and/or attending physician as directed by the employee receiving treatment.

B. All expenses involved with the treatment of the illness or injury are covered by the State of Illinois Workers' Compensation Act.

Section 5.3 EDUCATIONAL REIMBURSEMENT:

Qualified employees of the County and/or its elected offices may be eligible to apply for and receive up to a maximum of fifty percent (50%) reimbursement for qualified educational expenses. For purposes of this policy, "qualified educational expenses" include only the cost of the employee's tuition and required books for up to one (1) educational or training course per semester or quarter toward the employee's undergraduate or graduate degree. The course work must be directly related to the employee's job functions or proposed job functions.

To be eligible for educational reimbursement pursuant to this policy, the employee must be a full-time, active employee of the County and/or a County elected office who has completed at least one (1) year of continuous service immediately prior to the start of the course for which the employee is seeking reimbursement. For purposes of this policy, "full-time active employee" means an employee who is regularly scheduled to work a minimum of 37.5 or more hours per week and who is not on a leave of absence at the time of taking the course.

An employee's eligibility shall cease upon notice of termination of employment. No educational reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily
terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed prior to the date of termination of employment.

An employee shall not be eligible to receive educational reimbursement from the County if the employee receives educational reimbursement from a third party (e.g., veterans' tuition assistance). If an employee receives educational reimbursement from the County and a third party, the employee shall promptly return all educational reimbursement payments received from the County. Failure to do so may result in disciplinary action up to and including termination of employment.

To qualify for educational reimbursement, the employee must seek approval in writing in advance from (a) the employee's department head/elected official and (b) the HR/Administration Committee Chairman or Chairman of the County Board. When educational reimbursement is approved by the employee's department head/elected official, the employee must submit a signed educational reimbursement agreement to the Office of Administrative Services no less than thirty (30) calendar days and no more than six (6) months prior to the start of the course. Failure to timely provide a completed, signed educational reimbursement agreement to the Office of Administrative Services may result in denial of the educational reimbursement.

To qualify for educational reimbursement, the employee's course work must be directly related to the employee's job functions or proposed functions (as determined by the employee's department head/elected official); be accomplished outside of working hours; be from an accredited institution of learning; and the employee must receive a passing grade of "B" or higher and not exceed reimbursement for one class per semester (or quarter).

Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation", as determined by the employee's department head/elected official.

If the educational or training course work is not part of the employee's degree program but (a) is necessary to meet the specific and current job description and (b) is required by the department head/elected official, then tuition and books may be reimbursed at one hundred percent (100%) from the employee's department or elected office budget, at the sole discretion of the department head/elected official.

If an employee leaves the employment of Kendall County or a County elected office within one (1) year after the employee receives payment from the County for tuition reimbursement, the employee shall reimburse the County for all educational reimbursement paid to the employee during the previous year or have the total educational reimbursement amount withheld from the employee's final paycheck.

If an employee's application for tuition reimbursement is approved, the employee must submit paperwork to the Office of Administrative Services, which identifies the institution of learning, name of course with completion date, grade, an original receipt showing the total costs incurred for the course (per credit hour) and/or books for which the employee is seeking reimbursement, and any other documentation as requested by the Office of Administrative Services. All such paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement. For purposes of this policy, "course completion" is defined as the date the employee receives his or her grade for the course.

An employee's submission of the educational reimbursement agreement shall not create a contract or guarantee of reimbursement upon submission of an application for education reimbursement and/or completion of the course. The total number of employees receiving educational reimbursement benefits and the amount of educational reimbursement are subject to any budget limitations. The County may withdraw its approval of and/or deny any pending application(s) for educational reimbursement once the County's budgeted educational reimbursement amount has been disbursed for the fiscal year.
Any written agreements regarding educational reimbursement that were approved by the employee's elected official/department head prior to this policy will be handled on an individual basis. Also, in the event of a conflict between this policy and specific educational reimbursement provisions in an applicable union contract, the applicable union contract language shall prevail.

Section 5.4 CREDIT UNION:

All regular full-time and part-time employees and their immediate families, as well as retired employees, are welcome to join the Aurora Earthmovers Credit Union. Employees can join any time beginning with the first day of employment. Please call the Credit Union for further details.

Main Office Location: 2195 Baseline Road
Oswego, Illinois 60543
Telephone: 630.844.4950

Satellite Office: Washington Street & Route 71
Oswego Plaza
Oswego, Illinois 60543
Telephone: 630.554.4040
Satellite Office closed on Wednesday

Section 5.5 EMPLOYEE ASSISTANCE PROGRAM

The successful operation of the County depends on the physical and psychological health of all its employees. To attain that goal, the County has available to all employees, an Employee Assistance Program (EAP) which is designed to provide a confidential service for our employees whose personal problems are affecting their abilities to function at top efficiency in their work. This service is available to all employees and their immediate families. Professionals are specially trained in specific problem areas, including:

- Alcoholism
- Domestic violence
- Drug dependency
- Eating disorders
- Emotional illness
- Family problems
- Financial problems
- Legal problems
- Marital conflict

Confidentiality and EAP Procedure

Confidentiality is one of the most important aspects of the program. If an employee contacts the Employee Assistance Program directly, no one in the County will know about it unless they tell them. No information concerning the nature of their problem will be released without their written consent. Participation in the Employee Assistance Program will not affect future promotional opportunities. The County assumes the costs for the Employee Assistance Program assessment and referral. Other costs, like treatment, may be covered in part or in full by the group insurance plan. Asking for assistance does not mean that an employee will be obligated to accept or continue it.

The Employee Assistance Program can be reached at 1.800.272.7255
Section 5.6  DEFERRED COMPENSATION:

Kendall County has adopted deferred compensation plans that make it possible for employees to defer income and the payment of taxes on these deferred amounts until a later date. The County places this money in a tax deferred investment of the employee's choice to earn tax deferred interest until he is ready to receive distributions, usually at retirement.

Deferred compensation is a convenient method of accumulating money to help meet future financial objectives. It is not intended for savings or for investments of a short-term nature since monies deferred are generally not available unless an employee terminated employment or retires.

The treasurer's office can provide further information on this program.

Section 5.7  RETIREMENT:

The Illinois Municipal Retirement Fund provides employees of local governments and school districts in Illinois with a sound and efficient system for the payment of retirement, disability and death benefits. These benefits, payable to qualifying members are in addition to those provided by Social Security.

Employees Covered

Participation is compulsory at the time of employment if the employee occupies an IMRF qualified position; that is, one normally expected to require performance of duty for 600 or more hours in the next 12 months. It is the expected annual hourly requirements that determine participation. Actual hours worked may be more or less than the hours expected.

IMRF Funding

Benefits are funded by employee and employer contributions. Employees pay 4½% of their earnings through payroll deductions. Sheriff's law enforcement personnel pay 7.5% of annual earnings. Member contributions are not subject to either Federal or Illinois income tax when paid to IMRF.

A comprehensive brochure is available in the County Treasurer's Office which outlines death, disability and retirement benefits under IMRF. The County Treasurer is the authorized IMRF agent for the County. Also, an IMRF representative is available to answer any questions.

Section 5.8  IMRF DISABILITY BENEFIT:

Participating employees (IMRF) are eligible for IMRF disability benefits if they have a non-work related illness or injury which prevents the performance of job duties. The employee must have at least twelve (12) months continuous IMRF participating service immediately before being disabled, is under age 70, and not receiving any earnings from the County (salary, vacation pay, sick pay). In addition, the disability for which benefits are claimed cannot be the result of a condition which existed prior to the first date of the member's participation.

It is the employee's responsibility to apply for I.M.R.F. disability benefits when it is determined by the employee's physician that the employee will be disabled for more than 30 days in a row.

After the employee has applied to I.M.R.F. and certified to receive disability benefits, the employee must use ten (10) consecutive work days of sick/personal leave (whether paid or unpaid) for this specific illness or injury. After the employee has taken ten (10)
consecutive work days of sick/personal leave, the County will provide full pay for scheduled work days and paid holidays until the date I.M.R.F. disability benefits commence. Employees should consult current IMRF publications for details on benefit amounts. (Revision dates 12-16-03 & 8/19/2008)

In lieu of utilizing unpaid sick/personal leave, the employee may elect to use vacation days to satisfy the ten (10) day requirement. The employee may also use accrued sick leave or vacation days to forestall the 50% disability pay.

If an employee is disabled but wants to re-enter the work force, the County offers a trial work period. The employee may be able to return to work part time without losing all of their IMRF disability benefits.

Under the IMRF’s trial work period, a disabled employee may return to work part time as a way of easing back into the work force. IMRF disability benefits would be reduced dollar-for-dollar by the amount of trial work earnings. IMRF will do this for up to twelve (12) months. One trial work period is allowed for each disability. IMRF disability benefits will stop if the employee returns to work full time or for as many hours as was normal before the disability occurred.
HIGHWAY COMMITTEE MINUTES

DATE: December 10, 2013
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Amy Cesich & Scott Gryder
STAFF PRESENT: Andy Myers, Ginger Gates & John Burscheid
ALSO PRESENT: PJ Fitzpatrick, Kelly Farley, Jackie Kowalski, Sam Ruzick, Matthew Papirnik, and Stephen Vandeveer

The committee meeting convened at 4:00 P.M. with roll call of Committee Members and introduction of guests. All members present. Quorum established.

Motion Wehrli; second Gilmour to approve the agenda as presented. Motion carried unanimously.

Motion Gilmour; second Gryder to approve the Highway Committee Minutes from the November 12, 2013 meeting. Motion approved unanimously.

Village President, Jackie Kowalski, and Village Treasurer, Sam Ruzick, from the Village of Millbrook were present to request that the Kendall County Highway Department provide engineering services to allow them to spend Village motor fuel taxes for street improvements. Klaas informed the Committee that the Highway Department has provided these types of services very rarely over the years to only a handful of municipalities. The SAO would require an IGA if the County is willing to provide these services. Koukol asked if the Village would be opposed to paying a 3% engineering services fee to the County, which is consistent with what the County charges townships for their engineering. The Village was not opposed to an IGA or to a 3% engineering fee. Committee members were not opposed to working with the Village to provide engineering services for their street program for a 3% fee.

The north leg of Grove Road at Rte. 126 has been relocated further west to create a new, 4-legged intersection, lining up with the south leg of Grove Road. The old Grove Road is now a dead end street that is about ¼ mile long. The County had previously talked to Na-Au-Say Township about transferring jurisdiction of that part of Grove Road to the Township; and the Township was willing to accept jurisdiction. The jurisdictional transfer must first be approved by the County and then by Illinois Department of Transportation. Wehrli asked about changing the name of the street. That issue is still unresolved. Motion Wehrli; second Koukol to forward the jurisdictional transfer of Grove Road to the County Board for consideration. Motion carried unanimously.

Koukol informed the Committee that several townships in Kendall County had asked about the possibility of renting the Highway Department’s new wood chipper. A typical cost to rent a chipper of this size would be about $1,500/week. The Committee Members considered the idea but did not want to get into the rental business to townships.
Klaas discussed the recent request by City of Plano to submit a TAP application to use said funds for sidewalk improvements along Ben Street. Ben Street is currently a County Highway Extension, but is not considered part of the County Highway System. TAP Funds are only supposed to be used for sidewalks and paths along County Highways. But the County has recently entered into an agreement with Plano to take over Ben Street as a County Highway after street improvements are made. It was the County Engineer's recommendation to encourage Plano to submit a TAP application for the sidewalk improvements. Wehrli asked whether the County has provided any inspection of ongoing water and sewer improvements on Ben Street. County has not been involved. Wehrli was more comfortable with the fact that the City themselves has been doing the underground improvements as opposed to a contractor. Cesich asked whether it mattered on the timing of the sidewalk construction. Klaas indicated that it really didn't matter whether the sidewalks were put in before or after the roadway improvements. Gryder confirmed that the applications must be submitted by December 31, 2013 and successful applicants are announced by the County Board on April 1, 2014.

Gilmour asked about the status of lighting along Eldman Road at YMCA. Klaas asked whether the YMCA has already installed their parking lot lighting. No one knew for sure whether it had been completed. Myers didn't believe that ComEd would allow installation of street lights on the existing poles because there is both primary and secondary on those poles. If they would install lights, they would cost about $20 to $25 per month for each light, and there could be a substantial fee for the initial installation. Klaas will continue to look into the possibility and cost of installing lights at this location.

Motion Gryder; second Gilmour to forward bills for the month of December in the amount $11,195.53 to the Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:25 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Jurisdictional Transfer of Old Grove Road to Na-Au-Say Township, including a Local Agency Agreement for Jurisdictional Transfer and a Local Agency Resolution providing for the deletion of a portion of Grove Road from the Kendall County Road System.
**Local Agency Agreement for Jurisdictional Transfer**

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<tr>
<th>Local Agency No. 1 (Conveyor)</th>
<th>Local Agency No. 2 (Recipient)</th>
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<td><strong>Municipality:</strong></td>
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<td><strong>Township/Road District:</strong></td>
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<td><strong>County:</strong></td>
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In accordance with authority granted in Section 4-409 of the Illinois Highway Code, this agreement is made and entered into between the above Local Agency No. 1, hereinafter referred to as "Conveyor" and the above Local Agency No. 2, hereinafter referred to as "Recipient", to transfer the jurisdiction of the designated location from the Conveyor to the Recipient.

**Location Description**

Name: Grove Road  
Route: FAU 2507  
Length: 1375 ft. (0.260 Mile)  
Termini: From Illinois Route 126 northerly 1375 feet to dead-end in its entirety

This transfer ☒ does ☐ does not include Structure No.  

**Include for Municipalities Only**

WHEREAS, the authority to make changes to the Municipal Street System is granted to the Municipality by Section 7-101 of the Illinois Highway Code.  
NOW THEREFORE IT IS AGREED that the corporate authority of said municipality will pass an ordinance providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the ordinance, and

**Include for Counties Only**

WHEREAS, the authority to make changes to the County Highway System is granted to the County by Section 5-105 of the Illinois Highway Code.  
NOW THEREFORE IT IS AGREED that the County Board of said County will pass a resolution providing for the transfer of the above location and shall attach hereto and make a part thereof a copy of the resolution, and

**Include for Township/Road Districts Only**

WHEREAS, the authority to make changes to the Township Road District System is granted to the Highway Commissioner under Section 6-201.3 of the Illinois Highway Code.  
The Conveyor Agrees to prepare a map of the above location and attach a copy of such location map hereto.

IT IS MUTUALLY AGREED that this jurisdictional transfer will become effective:  
☒ upon IDOT approval  ☐ _______ calendar days after ____________

**Supplements**

Additional information and/or stipulations, if any, are hereby attached and identified below as being a part of this agreement.  
Supplement  #1 - Location Map: #2 - County Resolution  
(Insert supplement numbers or letters and page numbers, if applicable)

IT IS FURTHER AGREED, that the provisions of this agreement shall be binding upon and inure to the benefit of the parties hereto, their successors and assigns.

**APPROVED BY CONVEYOR**

Name: John Shaw  
Title: County Board Chairman  
Signature:  
APPROVED

**APPROVED BY RECIPIENT**

Name: Ken Hostert  
Title: Na-Au-Say Township Highway Commissioner  
Signature:  
APPROVED

STATE OF ILLINOIS  
DEPARTMENT OF TRANSPORTATION  
By: Director of Highways  
Date

Printed 12/5/2013
Jurisdictional Transfer

Kendall County to Na-Au-Say Road District
Grove Road
from IL 126 northerly 1375 feet to
dead-end, in its entirety
KENDALL COUNTY

Resolution No. ———

Providing for the Deletion of a Portion of Grove Road from the Kendall County Road System

WHEREAS, the County of Kendall, Illinois, hereinafter called the COUNTY, and Na-Au-Say Road District, hereinafter called the TOWNSHIP, did enter into an agreement for the jurisdictional transfer of a portion of Grove Road (County Highway 16), beginning at the north edge of pavement of Illinois Route 126 and extending northerly 1375 feet to the dead end, in its entirety, as identified on the attached location map; and

WHEREAS, in accordance with the provisions of the applicable Local Agency Agreement for Jurisdictional Transfer, the TOWNSHIP is to assume jurisdiction of the identified portion of Grove Road upon execution of said Agreement by all parties.

THEREFORE, BE IT RESOLVED, by the County Board of Kendall County that the COUNTY agrees to delete the identified portion of Grove Road from the County Road System, upon approval by the Illinois Department of Transportation.

STATE OF ILLINOIS )
COUNTY OF KENDALL ) SS

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

Debbie Gillette · County Clerk

(Seal)

SUPPLEMENT #2
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:31 p.m.

1) **Roll Call** – Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Prochaska, & Member Wehrli. Member Cullick arrived at 3:37 p.m. All members were present to form a quorum of the committee. County Administrator Wilkins, Facilities Management Director Smiley and Darryl Kollins (Technology) were also present.

2) **Approval of the November meeting minutes** - Chairman Koukol made a motion to approve the November committee minutes. Vice-Chair Gilmour 2nd the motion. All members voted aye via voice vote. Motion approved.

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

1) **Courthouse Fire System Testing**
   - Project complete.

2) **Technology Request for a Generator at the Historic Courthouse (HCH)**
   - Jim checked with Kluber to see if it was possible to connect a feed from the generator at the County Office Building (COB).
   - Mike Kluber said it is possible but we really need to figure out what the best solution is and establish a budget to get it done.
   - Mike said he thought this could be done for under $5,000.00 as estimated at our last meeting.

   **Report from meeting**
   Chairman Koukol asked Darryl to answer questions about the needs requested by Technology. Darryl said what they were really looking for was a backup power source for their computer downlink equipment in the steeple of the HCH. Jim Smiley suggested if we were going to go through the effort to establish a generator or generator circuit for the facility that we also consider covering K.A.T. Their dispatchers are in the facility from around 6 a.m. to seven p.m. each day. Chairman Koukol mentioned that we had also talked to Chris Mochok from the Regional office of Education on the need to have backup power available. Member Wehrli said that he had a resource for determining what was needed instead of contracting with a company like Kluber to determine the needs. Chairman Koukol also mentioned that we might be able to buy equipment at discounted pricing from the State of Illinois CMS surplus equipment unit. Direction of the committee was to have Jim contact member Wehrli's vendor and see what he could determine.

3) **Public Safety Center Floor Projects Update**
   - Jim hopes to start the project before the end of December 2013.

4) **County Office Building Roof and Systems Update**
   - The Sanitary permit was completed and paid for two weeks ago.
   - The fee was reduced to half price and ended up being $700.00.
   - The City of Yorkville permit was completed at the same time.
   - The projected cost was to be $1,244.10.
   - Jim asked Kristi Barksdale-Noble and Bart Olsen if Kendall County would receive a discount on the fee.
   - Bart said it is in his court and will get back to Jim soon.
   - Work started on the roof with the removal of the old air conditioning condenser unit.
   - Work continued into the main hallways with the installation of the hangers and piping for the hot water mains for the reheat coils.
   - The current schedule shows the work to be substantially complete by March 5, 2014.

5) **Parking Lot Projects**
   - Project complete.
6) **UPS Systems Semi-Annual Testing**
- Testing was completed on November 13th at the Public Safety Center.
- Two batteries were recommended to be replaced in the old KenCom UPS on the 2nd floor.
- The battery charger was found not to be working properly on the main UPS system in the boiler room, even though the unit was not showing any alarms or trouble conditions.
- The technician found the logic was locked up and reset the battery breakers to get the charger working properly again.
- Jim has budgeted to replace all of the batteries this year.
- Project complete.

7) **Heat Panel Request in the Technology Department**
- Jim ordered the materials and the panel will be installed before the next FM Committee meeting in January.

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1) **Chairman's Report**
- Chairman Koukol's report on ongoing events in the Facilities Management department.

**Report from meeting**
Chairman Koukol said that he mainly wanted to inform the committee on the status and progress of the COB projects. This had been already covered in a previous item. So, in order to save time and repetition we moved onto the next item.

2) **Public Safety Center Records Remodeling Phase II**
- Jim has received updated quotes from two vendors plus a bid from an additional vendor.
- The bids will be reviewed with the Commander Wollwert and Lisa Bowen this month.
- Jim hopes to get the furniture ordered before the end of the month as it normally takes six to eight weeks to arrive.

3) **Window Replacement at Courthouse**
- One of the upper inside panes of glass shattered in the South East stairwell in the expanded area of the courthouse.
- There was no apparent reason why this pane shattered. The vendor said sometimes it happens from thermal shock.
- So, Jim had it replaced last week.
- Project complete.

4) **County Office Building Board Room Sound System**
- After the last FM Committee meeting was over a loud blaring sound came out of the system.
- Jim traced it down to the input to the recording device.
- Jim had Ryan check the recording equipment and he replaced a cable and disconnected the input to the cassette recorder.
- The sound was still occasionally present, so Jim had a Sound technician check out the main system.
- They determined the existing overhead speaker cones were torn causing the distortion in the sound, but not the blaring noise. Jim plans to replace these speakers by KCFM paying for the speakers and staff performing the work.
- The technician said the blaring noise could be from the main power amplifier, which is obsolete.
- So, Jim talked to a sales person from Sound and he gave Jim a budgetary number of $8 - $10,000.00 depending on how elaborate we want to make the system.
5) Courthouse Paging Speakers Request
- During shooter onsite training one of the Judges had concerns that overhead pages could not be heard in the judicial corridor.
- Jim looked into the problem and found there were four speakers in the old area of the original judge's corridor but they were not hooked up.
- D.C. Leinen said this area was because previous presiding judges did not want them hooked up. However, current Presiding Judge Tim McCann is in favor of hooking them up and adding additional speakers in both the old and new judicial corridors.
- Jim received a quote from one vendor to add 24 speakers and supporting equipment for a price of $6,254.00.
- This was not included in the capital funding request for 2014 as it was an unknown need.

Report from meeting
Chairman Koukol suggested this be discussed at the next Judicial Legislative meeting in January. Member Cullick agreed this should be discussed at that committee which she chairs.

6) Historic Courthouse Window Replacements
- Two of the original upper sashes were repaired due to the divided light frames rotting out.
- Two lower sashes were planned to be repaired, but they were on the addition wings in a lower area. They had no historic value as they were newer windows and it was cheaper to replace the entire windows.
- So, they were replaced during the week of November 16th.
- Project complete.

Adjournment
- Chairman Koukol asked for a motion to adjourn the meeting. Member Cullick made a motion to close the meeting at 4:02 p.m. Member Prochaska 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 4:02 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met and was called to order at 2:30 p.m. by Vice Chair Judy Gilmour.

Committee members present: Amy Cesich (2:34 p.m.), Lynn Cullick, Elizabeth Flowers, Judy Gilmour, John Purcell (2:35 p.m.)

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Chief Deputy Scott Koster, Stan Laken, Jim Smiley, Tom Thomas

Claims Review and Approval

The Committee reviewed the County claims report. A motion was made by Elizabeth Flowers to forward the claims in the amount of $3,297,346.45 to the County Board for approval, second to the motion by Judy Gilmour. With a voice vote of all ayes, the motion carried.

After discussion about the holidays and meeting the days following Christmas, the Committee decided to move the Finance meeting from Thursday, December 26, 2013 at 9:30 a.m. to Friday, December 27, 2013 at 10:00 a.m.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – Ms. Ferko reported that the auditors will be back the week of December 16th, and that her office completed year-end closeout processes last Friday, December 5, 2013. The software provider will be in on December 27th to print W-2’s.

Debbie Gillette, County Clerk and Recorder – No report

Chief Deputy Scott Koster, Sheriff’s Office – Chief Deputy Koster reported that the Public Safety Center lost power to several key access doors at the Public Safety Center this morning. Chief Deputy Koster reported that none of the doors were Corrections/Jail doors of the facility. Chief Deputy Koster said that the power loss was due to a power supply issue, and that a new power supply has been ordered.

Stan Laken, Technology – No report

Jim Smiley, Facilities Management – Mr. Smiley reported that following the monthly meeting with the construction crew and said there will not be a draw this month. Mr. Smiley said steel work will be done on Wednesday, December 18, 2013, and that the third floor employee
break room, south end stairwell and the GIS/Mapping office will be closed on that day due to construction. Mr. Smiley said that on Friday, December 13, 2013 the GIS/Mapping department will be temporarily moved to the COB third floor conference room.

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

Items from Other Committees – Jeff Wilkins informed the committee that the KCVAC will be going out for bid for a new vehicle, and will be posted in the newspaper and the website. Mr. Wilkins reported that the cost will be approximately $50,000 instead of $70,000 as initially discussed. John Purcell asked that all bids received are forwarded to the Board for review. Mr. Wilkins said that all bids are due by the end of December 2013.

Items of Business

➤ Agreement between Kendall County Sheriff’s Office, Kendall County and Securus Technologies, Inc. for the provision of inmate telephone services to the Kendall County Jail by Securus Technologies, Inc. from the period of December 17, 2013 through December 17, 2015 for the cost of zero (0) dollars – Chief Deputy Koster stated that this would be a renewal of the contract, already in place, with the Securus Technologies, Inc. for telephone services for the inmates. Chief Deputy Koster said that after the Commissary vendor takes a portion, the Sheriff’s Office receives approximately twenty-eight to thirty-two percent from the revenue of the use of the system by inmates. Motion made by Elizabeth Flowers to forward for approval of the Agreement between Kendall County Sheriff’s Office, Kendall County and Securus Technologies, Inc. for the provision of inmate telephone services to the Kendall County Jail by Securus Technologies, Inc. from the period of December 17, 2013 through December 17, 2015 for the cost of zero (0) dollars, second by Lynn Cullick. With all in agreement, the motion carried.

➤ Recommendation regarding property tax appeal at 708-710 N. Bridge Street, Yorkville IL – Jeff Wilkins briefed the committee on his receipt of a letter from the Association of Individual Development (AID) regarding their tax appeal. Mr. Wilkins said that AID is purchasing a new facility at 708-710 N. Bridge Street, and that AID, a non-profit organization, is asking that the property be reduced to a zero dollar value. Mr. Purcell said that this is common for non-profit organizations, and that the County has never taken a stance against a non-profit organization. The Committee took no action.

➤ Recommend deposit of Housing Authority lease payments into Capital Improvement Fund line 0401-000-1325 – Jeff Wilkins briefed the committee on current and recent changes to the Health and Human Services Building tenant lease agreements. Discussion on different funds that could be utilized for deposits of this type of payment. Motion made by Lynn Cullick to forward to the Board the recommendation of deposits of lease payments received from the Housing Authority, KCDEE, Easter Seals and other tenants of 811 W. John Street, Yorkville, into County Building Debt
Service fund number 56, second by Elizabeth Flowers. With all in agreement, the motion carried.

Old Business – None

Action Items for County Board

- Approval of County claims in the amount of $3,297,346.45

- Recommend approval of agreement between Kendall County Sheriff’s Office, Kendall County and Securus Technologies, Inc. for the provision of inmate telephone services to the Kendall County Jail by Securus Technologies, Inc. from the period of December 17, 2013 through December 17, 2015 for the cost of zero ($0) dollars

- Recommend deposits of lease payments received from the Housing Authority, KCDEE, Easter Seals and other tenants of 811 W. John Street, Yorkville Illinois, into County Building Debt Service fund number 56

Public Comment – None

Executive Session – None Needed

Adjournment – Lynn Cullick made a motion to adjourn, second by Amy Cesich. With all members voting aye, the meeting adjourned at 3:15 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
This Master Services Agreement (this "Agreement") is by and between Kendall County Sheriff's Office ("you" or "Customer") and Securus Technologies, Inc. ("we," "us," or "Provider"). This Agreement supersedes any and all other agreements (oral, written, or otherwise) that may have been made between the parties and shall be effective as of the later of October 16, 2013, or the last date signed by either party (the "Effective Date").

Whereas the Customer desires that Provider install an inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement according to the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Whereas the Provider agrees to install the inmate telecommunications system and provide telecommunications and maintenance services according to the terms and conditions in this Agreement and the Schedule and Work Orders, which are incorporated by reference into this Agreement;

Now therefore, in consideration of the mutual promises and covenants contained herein, the parties agree as follows:

1. **Applications.** This Agreement specifies the general terms and conditions under which we will perform certain inmate-related services and applications (the "Application(s)") for you. Additional terms and conditions with respect to the Applications will be specified in the schedules entered into by the parties and attached hereto (the "Schedules"). The Schedules are incorporated into this Agreement and are subject to the terms and conditions of this Agreement. In the event of any conflict between this Agreement and a Schedule, the terms of the Schedule shall govern. In the event of any conflict between any two Schedules for a particular Application, the latest in time shall govern.

2. **Use of Applications.** You grant us the exclusive right and license to install, maintain, and derive revenue from the Applications through our inmate systems (including, without limitation, the related hardware and software) (the "System") located in and around the inmate confinement facilities identified on the Schedules (the "Facilities"). You are responsible for the manner in which you use the Applications. Unless expressly permitted by a Schedule or separate written agreement with us, you will not resell the Applications or provide access to the Applications (other than as expressly provided in a particular Schedule), directly or indirectly, to third parties. During the term of this Agreement and subject to the remaining terms and conditions of this Agreement, Provider shall be the sole and exclusive provider of existing and any future inmate related communications, including but not limited to voice, video, and data (e.g., phone calls, video calls, messaging, prepaid calling cards, debit calling, and e-mail) at all existing and future correctional facilities under the authority of Customer in lieu of any other third party providing such inmate communications, including without limitation, Customer's employees, agents, or subcontractors.

3. **Compensation.** Compensation for each Application, if any, and the applicable payment addresses are as stated in the Schedules.

4. **Term.** The initial term of this Agreement (the "Initial Term") shall begin on the Effective Date and shall end on the date that is forty-eight (48) months thereafter. Notwithstanding anything to the contrary, the terms and conditions of this Agreement shall continue to apply to each Schedule for so long as we continue to provide the Application to you after the expiration or earlier termination of this Agreement.

5. **Service Level Agreement and Limited Remedy.** We are committed to providing you with reliable, high quality Applications and we offer certain assurances about the quality of our Applications (the "Service Level Agreement"). The Service Level Agreement for each Application is set forth in the applicable Schedule. THE SERVICE LEVEL AGREEMENT SETS FORTH THE SOLE AND EXCLUSIVE REMEDIES FOR FAILURE OR DEFECT OF AN APPLICATION.

6. **Software License.** We grant you a personal, non-exclusive, non-transferable license (without the right to sublicense) to access and use certain proprietary computer software products and materials in connection with the Applications (the "Software"). The Software includes any upgrades, modifications, updates, and additions to existing features that we implement in our discretion (the "Updates"). Updates do not include additional features and significant enhancements to existing features. You are the license holder of any third-party software products we obtain on your behalf. You authorize us to provide or preinstall the third-party software and agree that we may agree to the third-party End User License Agreements on your behalf. Your rights to use any third-party software product that we provide shall be limited by the terms of the underlying license that we obtained for such product. The Software is to be used solely for your internal business purposes in connection with the Applications at the Facilities. You will not (i) permit any parent, subsidiary, affiliated entity, or third party to use the Software, (ii) assign, sublicense, lease, encumber, or otherwise transfer or attempt to transfer the Software or any portion thereof, (iii) process or permit to be processed any data of any other party with the Software, (iv) alter, maintain, enhance, disassemble, decompile, reverse engineer or otherwise modify the Software or allow any third party to do so, (v) connect the Software to any products that we did not furnish or approve in writing, or (vi) ship, transfer, or export the Software into any country, or use the Software in any manner prohibited by the export laws of the United States. We are not liable with respect to any Software that you use in a prohibited manner.

7. **Ownership and Use.** The Software, the Applications, and related records, data, and information shall at all times remain our sole and exclusive property unless prohibited by law, in which event, we shall have the unlimited right to use such
records, data, and information for investigative and law enforcement purposes. However, during the term of this Agreement and for a reasonable period of time thereafter, we will provide you with reasonable access to the records. We (or our licensors, if any) have and will retain all right, title, interest, and ownership in and to (i) the Software and any copies, custom versions, modifications, or updates of the Software, (ii) all related documentation, and (iii) any trade secrets, know-how, methodologies, and processes related to our Applications, the System, and our other products and services (the "Materials"). The Materials constitute proprietary information and trade secrets of Provider and its licensors, whether or not any portion thereof is or may be the subject of a valid copyright or patent.

6. Limited License Agreement. For services related to Application which may allow you to monitor and record inmate or other administrative telephone calls, or transmit or receive inmate electronic messages ("e-mail"); by providing the Application, we make no representation or warranty as to the legality of recording or monitoring inmate or administrative telephone calls or transmitting or receiving inmate e-mail messages. Further, you retain custody and ownership of all recordings, and inmate e-mail messages; however you grant us a perpetual limited license to compile, store, and access recordings or inmate calls and access inmate e-mail messages for purposes of (i) complying with the requests of officials at the Facility, (ii) disclosing information to requesting law enforcement and correctional officials as they may require for investigatory, law enforcement, or public safety purposes, (iii) performing billing and collection functions, or (iv) maintaining equipment and quality control purposes. This license does not apply to recordings of inmate calls or e-mail messages with their attorneys or to recordings or e-mail messages protected from disclosure by other applicable privileges.

9. Confidentiality and Non-Disclosure. The System, Applications, and related call records and Information (the "Confidential Information") shall at all times remain confidential to Provider to the extent disclosure is not mandated under the Illinois Freedom of Information Act (65ILCS1401/1 et seq.). You agree that you will not disclose such Confidential Information to any third party without our prior written consent, unless disclosure is mandated by the Illinois Freedom of Information Act. Because you will be able to access confidential information of third parties that is protected by certain federal and state privacy laws through the Software and Applications, you shall only access the Software with computer systems that have effective firewall and anti-virus protection. You warrant that you will keep the terms and conditions of this Agreement confidential and, unless required by court order or statute (such as 5ILCS1401/1 et seq.), will not disclose such information without Provider's express written consent (except when disclosure is mandated by statute and that you may disclose the contents of this Agreement to your attorney or tax advisor, if any, only after informing those persons that they must keep confidential the information contained herein). Before complying with any such court order, you agree to notify Provider so that it may assert any rights to non-disclosure that it may have under the applicable law.

10. Claims. Provider (Securus) shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, the Kendall County Sheriff's Office, 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 expenses of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from Provider's (Securus') negligent or wilful acts, errors or omissions in its performance under this Agreement. Further, to the fullest extent allowed by applicable law, each party by itself and/or its employees, agents, contractors agrees to be responsible for any loss, cost, claim, liability, damage, and expense (including without limitation, reasonable attorney's fees and expenses) (collectively "Claims") arising out of (i) a breach of its own representations, warranties, and/or covenants contained herein, or (ii) gross negligence or wilful misconduct, or (iii) actual or alleged intellectual property infringement.

Furthermore, the parties understand and agree that each one is subject to federal, state, and local laws and regulations, and each party bears the burden of its own compliance. The Provider agrees to install and implement the Inmate Telephone System according to the law governing the Provider, the instruction it receives from the Customer as to the Customer's requirements under the law, and according to the Customer's facility's demographics.

11. Insurance. We maintain comprehensive general liability insurance having limits of not less than $2,000,000.00 in the aggregate. You agree to provide us with reasonable and timely written notice of any claim, demand, or cause of action made or brought against you arising out of or related to the utilization of the Applications and the System in which the Provider is brought in as a co-defendant in the Claim. We have the right to defend any such claim, demand, or cause of action at our sole cost and expense and within our sole and exclusive discretion. You are required to assist us with our defense of any such claim, demand, or cause of action.

12. Default and Termination. If either party defaults in the performance of any obligation under this Agreement, then the non-defaulting party shall give the defaulting party written notice of its default setting forth with specificity the nature of the default. If the defaulting party fails to cure its default within thirty (30) days after receipt of the notice of default, then the non-defaulting party shall have the right to terminate this Agreement upon thirty (30) days written notice and pursue all other remedies available to the non-defaulting party, at law or in equity. Notwithstanding the foregoing, the thirty (30) day cure period shall be extended to ninety (90) days if the default is not reasonably susceptible to cure within such thirty (30) day period, but only if the defaulting party has begun to cure the default during the thirty (30) day period and diligently pursues the cure of such default. Notwithstanding the foregoing, if you breach your obligations in the section entitled "Software License" or the section entitled "Confidentiality", then we shall have the right to terminate this Agreement immediately. This Agreement may be terminated by the Kendall County Sheriff's Office upon written notice delivered to Provider at least sixty (60) 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.

13. Uncontrollable Circumstances. We reserve the right to renegotiate or terminate this Agreement upon sixty (60) days advance written notice if circumstances outside our control related to the Facilities (including, without limitation, changes in rates, regulations, or operations mandated by law; material reduction in inmate population or capacity; material changes in jail policy or economic conditions; acts of God; actions you take for security reasons (such as lock-downs)) negatively impact our business; however, we shall not unreasonably exercise such right. Further, Customer acknowledges that Provider's provision
of the services is subject to certain federal, state or local regulatory requirements and restrictions which are subject to change from time-to-time and nothing contained herein to the contrary shall restrict Provider from taking any steps necessary to perform in compliance therewith.

14. **Injunctive Relief.** Both parties agree that a breach of any of the obligations set forth in the sections entitled "Software License," "Ownership and Use," and "Confidentiality" could potentially cause irreparable damage and create undue hardships for the other party. Therefore, the non-breaching party shall be entitled to seek immediate court ordered injunctive relief to stop any apparent breach of such sections, such remedy being in addition to any other remedies available to such non-breaching party.

15. **Force Majeure.** Either party may be excused from performance under this Agreement to the extent that performance is prevented by any act of God, war, civil disturbance, terrorism, supply or market, failure of a third party's performance, failure, fluctuation or non-availability of electrical power, heat, light, air conditioning or telecommunication equipment, other equipment failure or similar event beyond its reasonable control; provided, however that the affected party shall use reasonable efforts to remove such causes of non-performance.

16. **Notices.** Any notice or demand made by either party under the terms of this Agreement or under any statute shall be in writing and shall be given by personal delivery, registered or certified U.S. mail, postage prepaid; or commercial courier delivery service, to the address below the party's signature below, or to such other address as a party may designate by written notice in compliance with this section. Notices shall be deemed delivered as follows: personal delivery - upon receipt; U.S. mail - five days after deposit; and courier - when delivered as shown by courier records.

17. **No Third-party Beneficiary Rights.** The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this Agreement shall not be construed so as to create such status. The rights, duties, and obligations contained herein shall operate only between the parties and shall inure solely to their benefit. The provisions of this Agreement are intended to assist only the parties in determining and performing their obligations hereunder, and the parties intend and expressly agree that they alone shall have any legal or equitable right to seek to enforce this Agreement, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this Agreement, or to bring an action for the breach of this Agreement.

18. **Miscellaneous.** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. 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.

No waiver by either party of any event of default under this Agreement shall operate as a waiver of any subsequent default under the terms of this Agreement.

If any provision of this Agreement is held to be invalid or unenforceable, the invalidity or unenforceability of the other provisions shall remain unaffected.

This Agreement shall be binding upon and inure to the benefit of Provider and Customer and their respective successors and permitted assigns. Except for assignments to our affiliates or to any entity that succeeds to our business in connection with a merger or acquisition, neither! party may assign this Agreement without the prior written consent of the other party.

Each signatory to this Agreement warrants and represents that he or she has the unrestricted right and requisite authority to enter into and execute this Agreement, to bind his or her respective party, and to authorize the installation and operation of the System.

Provider and Customer each shall comply, at its own expense, with all applicable laws and regulations in the performance of their respective obligations under this Agreement and otherwise in their operations.

Nothing in this Agreement shall be deemed or construed by the parties or any other entity to create an agency, partnership, or joint venture between Customer and Provider.

This Agreement cannot be modified orally and can only be modified by a written instrument signed by all parties.

The parties' rights and obligations, which by their nature would extend beyond the termination, cancellation, or expiration of this Agreement, shall survive such termination, cancellation, or expiration (including, without limitation, any payment obligations, or services or equipment received before such termination, cancellation, or expiration).

This Agreement may be executed in counterparts, each of which shall be fully effective as an original, and all of which together shall constitute one and the same instrument. Each party agrees that delivery of an executed copy of this Agreement by facsimile transmission or by PDF e-mail attachment shall have the same force and effect as hand delivery with original signatures. Each party may use facsimile or PDF signatures as evidence of the execution and delivery of this Agreement to the same extent that original signatures can be used.

This Agreement, together with the exhibits and Schedules, constitutes the entire agreement of the parties regarding the subject matter set forth herein and supersedes any prior or contemporaneous oral or written agreements or guarantees regarding the subject matter set forth herein.

Provider 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.

In the event Customer 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 Customer's obligations under this Agreement during said fiscal period, the Customer agrees to provide prompt written notice of said occurrence to Provider.
In the event of a default due to non-appropriation of funds, Provider has the right to terminate the Agreement upon providing thirty (30) days written notice to Customer. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

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.

Provider shall exercise general and overall control of its officers, employees. Provider agrees that no one shall be assigned to perform work at Customer’s facilities on behalf of Provider, Provider’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Provider has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Provider agrees that the individual shall not be assigned to perform work on or at Customer’s facilities at Kendall County and the Kendall County Sheriff. Customer, at any time, for any reason and in Customer’s sole discretion, may require Provider and/or Provider’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

Provider, 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.

Provider certifies that Provider, 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).

EXECUTED as of the Effective Date.

CUSTOMER:
Kendall County Sheriff's Office

By: ____________________________
Name: ___________________________
Title: ___________________________
Date: ___________________________

Customer’s Notice Address:
1102 Cornell Lane
Yorkville, IL 60560

With copy to:
Kendall County State's Attorney
807 John Street
Yorkville, IL 60560

PROVIDER:
Securus Technologies, Inc.

By: ____________________________
Name: Robert Pickens
Title: Chief Operating Officer
Date: ___________________________

Provider’s Notice Address:
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254

Attention: General Counsel
Phone: (972) 277-0300

Provider’s Payment Address:
14651 Dallas Parkway, Suite 600
Dallas, Texas 75254

Attention: Accounts Receivable

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

By: ____________________________
Name: ___________________________
Title: Chair, Kendall County Board

Please return signed contract to:
14651 Dallas Parkway, Sixth Floor
Dallas, Texas 75254

Attention: Contracts Administrator
Phone: (972) 277-0300
This Schedule is between Securus Technologies, Inc. ("we" or "Provider"), and Kendall County Sheriff’s Office ("you" or "Customer") and is part of and governed by the Master Services Agreement (the "Agreement") executed by the parties. The terms and conditions of the Agreement are incorporated herein by reference. This Schedule shall be coterminous with the Agreement ("Schedule Effective Date"). The attached option sheet (Exhibit B) is incorporated by reference to demonstrate that the Kendall County Sheriff’s Office has chosen "Option A" for its service.

A. Applications. We will provide the following Applications:

**CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**
Secure Call Platform. Secure Call Platform ("SCP") provides through its centralized system automatic placement of calls by inmates without the need for conventional live operator services. In addition, SCP has the ability to (a) monitor and record inmate calls, (b) automatically limit the duration of each call to a certain period designated by us, (c) maintain cell detail records in accordance with our standard practices, (d) automatically shut the System on or off, and (e) allow free calls to the extent required by applicable law. We will be responsible for all billing and collections of inmate calling charges but may contract with third parties to perform such functions. SCP will be provided at the Facilities specified in the chart below.

**COMPENSATION:**
Collect Calls. We will pay you commission (the "Commission") based on the Gross Revenues that we earn through the completion of collect calls placed from the Facilities as specified in the chart below. "Gross Revenues" shall mean all gross billed revenues relating to completed collect calls generated by and through the Inmate Telecommunications System. Regulatory required and other items such as federal, state and local charges, taxes and fees, including transaction funding fees, transaction fees, credits, billing recovery fees, charges billed by non-LEC third parties, technology and license fees, and promotional programs are excluded from revenue to the Provider. We shall remit the Commission for a calendar month to you on or before the 30th day after the end of the calendar month in which the calls were made (the "Payment Date"). All Commission payments shall be final and binding upon you unless we receive written objection within sixty (60) days after the Payment Date. Your payment address is as set forth in the chart below. You shall notify us in writing at least sixty (60) days before a Payment Date of any change in your payment address.

**FACILITIES AND RELATED SPECIFICATIONS:**

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Type of Call Management Service</th>
<th>Commission Percentage</th>
<th>Revenue Base for Calculation of Commission</th>
<th>Commissions Payment Address</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County Jail, 1102 Cornell Lane, Yorkville, IL 60560</td>
<td>SCP</td>
<td>62%*</td>
<td>Gross Revenues</td>
<td>Kendall County Sheriff's Office, 1102 Cornell Lane, Yorkville, IL 60560</td>
</tr>
</tbody>
</table>

*The designated Commission percentage is contingent upon Customer’s implementation of all products and payment methods described herein within ninety (90) days of the Effective Date (unless actions of Provider render such implementation within that timeframe impossible, in which case such implementation will be effected as soon as reasonably practicable). Should the Customer fail to implement all such products and payment methods within ninety (90) days of the Effective Date, the commission percentage is subject to renegotiation. Commissions are paid in one-month arrears.

**CENTRALIZED NET CENTRIC, VOIP, DIGITAL TRANSMITTED CALL MANAGEMENT SYSTEM**

**DESCRIPTION:**
Secure Calling Platform User Interface. We will provide you with the Software regarding the Secure Calling Platform Interface which may be used only on computers and other equipment that meets or exceeds the specifications in the chart below, which we may amend from time to time ("Compatible Equipment"). Customer represents that (i) it will be responsible for distributing and assigning licenses to its end users; (ii) it will use the SCP User Interface for lawful purposes and shall not transmit, retransmit or store material in violation of any federal or state laws or regulation; and (iii) it will monitor and ensure that its licensed end users comply as directed herein.
**WORKSTATION REQUIREMENTS**

<table>
<thead>
<tr>
<th>Item</th>
<th>Specification</th>
</tr>
</thead>
<tbody>
<tr>
<td>Processor</td>
<td>2 gigahertz (GHz) or higher processor</td>
</tr>
<tr>
<td>Operating System</td>
<td>Windows XP*, Windows Vista, Windows 7</td>
</tr>
<tr>
<td>Browser</td>
<td>Internet Explorer 8 or newer</td>
</tr>
<tr>
<td>Memory</td>
<td>At least 1 gigabyte (GB) of RAM (2GB recommended) - use of Windows 7 may require additional memory</td>
</tr>
<tr>
<td>Drive</td>
<td>CD-RW or DVD-RW drive</td>
</tr>
<tr>
<td>Display</td>
<td>Super VGA (1,024 x 768) or higher resolution video adapter</td>
</tr>
<tr>
<td>Peripherals</td>
<td>Keyboard and Microsoft Mouse or compatible pointing device</td>
</tr>
<tr>
<td>Internet</td>
<td>High speed Internet access (dial up is not supported)</td>
</tr>
<tr>
<td>Installed Software</td>
<td>Microsoft Silverlight 4.0 or newer, Microsoft .NET Framework 4, Adobe Reader 9.5 or newer, Microsoft Office Excel Viewer, Quill Time 7 or newer, Windows Media Player, AntiVirus, WinZip or other zip utility</td>
</tr>
</tbody>
</table>

*XP Media center edition not supported*

---

**SERVICE LEVEL AGREEMENT**

We agree to repair and maintain the System in good operating condition (ordinary wear and tear excepted), including, without limitation, furnishing all parts and labor. All such maintenance shall be conducted in accordance with the service levels in Items 1 through 10 below. All such maintenance shall be provided at our sole cost and expense unless necessitated by any misuse of, or destruction, damage, or vandalism to any premises equipment by you (not including at the Facilities), in which case, we may recoup the cost of such repair and maintenance through either a Commission deduction or direct invoicing, at our option. You agree to promptly notify us in writing after discovering any misuse of, or destruction, damage, or vandalism to, the said equipment. If any portion of the System is interfaced with other devices or software owned or used by you or a third party, then we shall have no obligation to repair or maintain such other devices or software. This SERVICE LEVEL AGREEMENT does not apply to any provided OpenWorkstation(s) (see below). For the services contemplated hereunder, we may provide, based upon the facilities requirements, two types of workstations (personal computer / desktop / laptop / terminal): The "OpenWorkstation" is an open non-secured workstation which permits administrative user rights for facility personnel and allows the facilities an ability to add additional third-party software. Ownership of the OpenWorkstation is transferred to the facility along with a three-year product support plan with the hardware provider. We have no obligation to provide any technical and field support services for an OpenWorkstation. CUSTOMER IS SOLELY RESPONSIBLE FOR THE MAINTENANCE OF ANY OPENWORKSTATIONS(S).

1. **Outage Report: Technical Support.** If either of the following occurs: (a) you experience a System outage or malfunction or (b) the System requires maintenance (such a "System Event"), then you will promptly report the System Event to our Technical Support Department ("Technical Support"). You may contact Technical Support 24 hours a day, seven days a week (except in the event of planned or emergency outages) by telephone at 888-555-2323, by email at TechnicalSupport@securesttech.net, or by facsimile at 800-366-3168. We will provide you commercially reasonable notice, when practicable, before any Technical Support outage.

2. **Priority Classifications.** Upon receipt of your report of a System Event, Technical Support will classify the System Event as one of the following three priority levels:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>50% or more of the functionality of the System is adversely affected by the System Event.</td>
</tr>
<tr>
<td>Priority 2</td>
<td>5% - 29% of the functionality of the System is adversely affected by the System Event.</td>
</tr>
<tr>
<td>Priority 3</td>
<td>6% or less of the functionality of the System is adversely affected by the System Event. Single and multiple phones related issues.</td>
</tr>
</tbody>
</table>

3. **Response Times.** After receipt of notice of the System Event, we will respond to the System Event within the following time periods:

<table>
<thead>
<tr>
<th>Priority</th>
<th>Time Period</th>
</tr>
</thead>
<tbody>
<tr>
<td>Priority 1</td>
<td>2 hours</td>
</tr>
<tr>
<td>Priority 2</td>
<td>24 hours</td>
</tr>
<tr>
<td>Priority 3</td>
<td>2 days</td>
</tr>
</tbody>
</table>

4. **Response Process.** In the event of a System Event, where the equipment is located on Customer premises, Technical Support will either initiate remote diagnosis and correction of the System Event or dispatch a field technician to the Facility (in which case the applicable regional technician will contact you with the technician’s estimated time of arrival), as necessary. In the event of a System Event occurs in the centralized SCP system, technical support will initiate remote diagnosis and correction of the System Event.

5. **Performance of Service.** All of our repair and maintenance of the System will be done in a good and workmanlike manner.
manner at no cost to you except as may be otherwise set forth in the Agreement. Any requested modification or upgrade to the System that is agreed upon by you and us may be subject to a charge as set forth in the Agreement and will be implemented within the time period agreed by the parties.

8. Escalation Contacts. Your account will be monitored by the applicable Territory Manager and Regional Service Manager. In addition, you may use the following escalation list if our response time exceeds 36 hours: first to the Technical Support Manager or Regional Service Manager, as applicable, then to the Director of Field Services, then to the Executive Director, Service.

7. Notice of Resolution. After receiving internal notification that a Priority 1 System Event has been resolved, a member of our management team will contact you to confirm resolution. For a Priority 2 or 3 System Event, a member of our customer satisfaction team will confirm resolution.

8. Monitoring. We will monitor our back office and validation systems 24 hours a day, seven days a week.

9. Required IGR. You are responsible for providing a dedicated isolated grounded receptacle (*IGR") for use in connection with the primary System. Upon request we will provide you with the specifications for the IGR. If you are unable to or do not provide the IGR, then we will provide the IGR on a time and materials basis at the installer’s then-current billing rates, provided that we are not responsible for any delay caused by your failure to provide the IGR.

10. End-User Billing Services and Customer Care. Our Securus Correctional Billing Services department will maintain dedicated customer service representatives to handle end-user issues such as call blocking or unblocking and setting up and user payment accounts. The customer service representatives are available 24 hours a day, 7 days a week by telephone at 800-844-6591 via chat by visiting our website www.securustech.net, by email at CustomerService@SecurusTech.net, and by facsimile at 972-277-5714. In addition, we will maintain an automated inquiry system on a toll-free customer service phone line that will be available to end-users 24 hours a day, 7 days a week to provide basic information and handle most routine activities. We will also accept payments from end-users by credit card, check, and cash deposit (such as by money order, MoneyGram or Western Union transfer).

INSTANT PAY™ PROGRAM

DESCRIPTION

The Instant Pay™ promotional program optimizes the call routing at Facilities by connecting as many calls as possible. If a call is attempted but there is no account or calling card open or in use to pay for the call, the call can be routed to the Instant Pay Program. The Instant Pay Program will offer the called party additional options to connect the call as well as provide information and promotional messaging on how to create a prepaid AdvanceConnect™ Account.

COMPENSATION

Pay Now™. Pay Now™ is an instant paid payment product available to facilities that have the Instant Pay promotional calling program installed that allows the called party to instantly pay for a single call using a debit or credit card in real-time as the call is being initiated. With Pay Now™, the called party may immediately pay using a debit or credit card for one single call or may elect to setup a prepaid AdvanceConnect™ account. Provider will compensate the Customer at a rate of one and 80/100 dollars ($1.80) for each call accepted and paid for using Pay Now™. Pay Now™ is not subject to any other compensation.

Text2Connect™. Text2Connect™ is a promotional program designed to get inmates in touch with Friends and Family members quickly and to encourage them to set up a prepaid AdvanceConnect™ account. If (a) an inmate attempts a call to a mobile phone, (b) the facility allows calls to mobile phones, and (c) the call cannot be billed by Provider, then call control will be assumed by our third-party provider. Our third-party provider will prompt the called party to double opt-in to accept and confirm the charges for a premium SMS text message and continue the call. Charges for the message are billed by the called party’s mobile provider on their mobile phone bill. The called party receives a text message receipt for the call charges and is given instructions on how to open a prepaid AdvanceConnect™ account. Text2Connect™ is available through our third-party processor who maintains relationships with select mobile phone companies around the country and manages the connection.

Text2Connect™ promotional calls are not commissionable, and Provider will pay the Customer a bonus payment of thirty cents ($0.30) for each transaction fee billed and collected by the wireless carrier completed through the Text2Connect™ platform. Bonus payments for each applicable connection will be added to your existing monthly commission statement. Text2Connect™ is not subject to any other compensation.

CONTINUOUS VOICE VERIFICATION

DESCRIPTION

Continuous Voice Verification (CVV) reviews inmate call recordings so as to verify the inmate voice(s) appearing in the call as the owner of the correct personal identification number (PIN). CVV provides security regarding inmate telephone PIN use by providing correctional officers the ability to quickly identify PIN stealing and sharing. Institutional and public safety is also enhanced by providing investigators the ability to identify and evaluate calls in which there might be found evidence of illegal activities.

COMPENSATION

Where installation of CVV is requested by Customer, a non-commissionable per call charge of $0.25 will apply to all interstate, interstate and international calls, which charge will be included in the "per call charge" calling rates and will not be billed separately.
BCP DEBIT

DESCRIPTION:
A Debit account is a prepaid, inmate-owned account used to pay for inmate telephone calls. A Debit account is funded by transfer of inmate’s facility trust/commissary account funds to inmate’s Debit account. Provider establishes inmate Debit accounts which are associated with the inmate’s Personal Identification Number ("PIN"). Provider requires inmate to key in his/her PIN at the beginning of every Debit call in order to complete the call and pay for the call using the inmate’s Debit account. Customer agrees to have the Debit module of Provider’s SCP Call Management System enabled for the Facilities to offer Debit account to inmates. Customer agrees to use Provider’s SCP User Interface to utilize integration with Customer’s trust account system to process inmate’s fund transfer requests.

INVOICING, TAXATION & COMPENSATION:
Provider shall invoice Customer on a monthly basis for Debit call usage less the applicable commission percentage specified in the chart below plus any applicable sales tax. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 506/1 et seq.). Provider may deduct the unpaid invoice balance plus any accrued interest allowable by law from any amounts owed to Customer by Provider until Provider is paid in full. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer shall be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider shall not charge applicable sales taxes on Customer invoices.

FACILITIES AND RELATED SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Debit Commission Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County Jail 1102 Cornell Lane Yorkville, IL 60580</td>
<td>62%</td>
</tr>
</tbody>
</table>

COMMISSARY ORDER BY PHONE

DESCRIPTION:
Commissary Order by Phone allows an inmate to order and purchase commissary items using the inmate phone system by selecting an additional menu option on the phone system. Customer’s commissary operator provides an interactive voice response system (“IVR”) and a speed-dial number (800#) into the commissary’s IVR. Customer hereby requests that Provider work with its commissary operator identified below to set up and activate Commissary Order by Phone at the Facility named in the chart below.

FACILITIES AND RELATED SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Commissary Operator</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County Jail 1102 Cornell Lane Yorkville, IL 60580</td>
<td>Stellar Services, LLC</td>
</tr>
</tbody>
</table>

PREPAID CALLING CARDS

DESCRIPTION:
Upon receipt of your written request, we will provide you with inmate Prepaid Calling Cards for resale to inmates at the Facilities specified in the chart below. Prepaid Calling Cards are not returnable or refundable; all sales are final. Each Prepaid Calling Card will be valid for no more than six (6) months from the date it is first used. The cards are subject to applicable local, state, and federal taxes plus any applicable per card surcharge fee. If you authorize us, we will deal with your third-party commissary operator (“Commissary Operator”), for the sole purpose of selling Prepaid Calling Cards to you. If that is the case, you shall notify us in writing of any change in the identity of the Commissary Operator, which change shall be effective on the date that we receive the notice. Notwithstanding anything to the contrary, you will remain primarily liable for the payment for Prepaid Calling Cards sold to Commissary Operator on your behalf.

TAXES:
The face value of the Prepaid Calling Cards does not include any taxes or other fees. Provider will invoice Customer for each order of Prepaid Calling Cards. Customer agrees to pay the invoice in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 506/1 et seq.), including all applicable sales taxes and other regulatory charges. Customer may provide a Sales and Use Tax Resale Certificate to Provider stating that Customer will be responsible for charging the applicable taxes to the end-users and for remitting the collected taxes to the proper taxing jurisdictions. If Provider receives a Sales and Use Tax Resale Certificate from Customer, Provider will not charge applicable sales taxes on Customer invoices for Prepaid Calling Cards purchases.
COMPENSATION:
The face value of the Cards less the applicable percentage specified in the chart below plus any applicable sales tax and shipping charges shall be due and payable in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). Provider may deduct the invoice price of the Cards plus any accrued interest allowable by law from any amounts we owe you until paid in full. If you authorize us in writing we will deduct amounts owed from your earned Commissions. If the amounts owed exceed the Commission for the relevant month or if, for any reason, the Agreement terminates or expires during the relevant month, then we will invoice you for the balance which shall be due in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.). All applicable sales taxes will be charged on the invoiced amount of the Prepaid Calling Card sale, unless Customer provides us a valid reseller's certificate before the time of sale.

FACILITIES AND RELATED SPECIFICATIONS:

<table>
<thead>
<tr>
<th>Facility Name and Address</th>
<th>Discount Percentage</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County Jail</td>
<td>30%</td>
</tr>
<tr>
<td>1102 Cornell Lane</td>
<td></td>
</tr>
<tr>
<td>Yorkville, IL 80580</td>
<td></td>
</tr>
</tbody>
</table>

LOCATION BASED SERVICES

Customer may, at its option, elect to add LBS based on the terms set forth herein, upon its written notice to Provider.

DESCRIPTION

Securus' Location Based Services ("LBS") provides Customer with a mobile device user's approximate geographical location ("Mobile Location Data" or "MLD") by way of (i) information derived from calls placed on a Securus device by an inmate confined at a Customer Facility and received by such mobile device user, or (ii) mobile device user information (such as mobile device number) provided to Securus by Customer. When a mobile device user's prior approval is required by law for MLD to be provided to Customer, such approval will be obtained in accordance with wireless carrier-approved disclosure and opt-in processes. LBS will capture approximate latitude and longitude coordinates of a mobile device user at the times at which the called party accepts the call, and when the call ends. LBS will display geographical information on a map and will contain covert alert functionality with approximate geographical coordinates when calls are accepted by the called party or end, and operate on demand in (near) real time. Customer's use of LBS is governed by and conditioned upon the terms set forth herein.

COMPENSATION:

If Customer, upon its written request, elects to add LBS, Provider will charge Customer a non-commissionable license fee of $0.26 per call, which fee will be added to the "per call charge" calling rates if permitted by state and federal regulatory requirements for all interstate, interstate and international calls and will not be billed separately, unless such separate billing is required by state or federal regulatory requirements.

LBS TERMS OF USE:

1. Customer will comply with all privacy, consumer protection, marketing, and data security laws and government guidelines applicable to Customer's access to and use of information obtained in connection with or through the Location-Based Services application. Customer acknowledges and understands that the Customer is solely responsible for its compliance with such laws and that Provider makes no representation or warranty as to the legality of the use by Customer of the Location-Based Services application or the information obtained in connection therewith. Provider shall have no obligation, responsibility, or liability for Customer's compliance with any and all laws, regulations, policies, rules or other requirements applicable to Customer by virtue of its use of the Location-Based Services application.

2. Customer acknowledges that the information available through the Location-Based Services application includes personally identifiable information and that it is Customer's obligation to keep all such accessed information secure. Accordingly, Customer shall (a) restrict access to Location-Based Services to those law enforcement personnel who have a need to know as part of their official duties; (b) ensure that its employees (i) obtain and/or use information from the Location-Based Services application only for lawful purposes and (ii) transmit or disclose any such information only as permitted or required by law; (c) keep all user identification numbers confidential and prohibit the sharing of user identification numbers; (d) use commercially reasonable efforts to monitor and prevent against unauthorized access to or use of the Location-Based Services application and any information derived therefrom (whether in electronic form or hard copy); (e) notify Provider promptly of any such unauthorized access or use that Customer discovers or otherwise becomes aware of; and (f) unless required by law, purge all information obtained through the Location-Based Services application and stored electronically or on hard copy by Customer within ninety (90) days of initial receipt or upon expiration of retention period required by law.

3. Customer understands and acknowledges that all information used and obtained in connection with the Location-Based Services application is "AS IS." Customer further understands and acknowledges that Location-Based Services uses data from third-party sources, which may or may not be thorough and/or accurate, and that Customer shall not rely on Provider for the accuracy or completeness of information obtained through the Location-Based Services application. Customer understands and acknowledges that Customer may be restricted from accessing certain aspects of the Location-Based Services application which may be otherwise available. Provider reserves the right to modify, enhance, or discontinue any of
the features that are currently part of the Location-Based Services application. Moreover, if Provider determines in its sole
discretion that the Location-Based Services application and/or Customer’s use thereof (1) violates the terms and conditions
set forth herein and/or in the Agreement or (2) violates any law or regulation or (3) is reasonably likely to be so determined,
Provider may, upon written notice, immediately terminate Customer’s access to the Location-Based Services application and
shall have no further liability or responsibility to Customer with respect thereto.

**CALLING RATES**

Provider will charge rates that are in compliance with state and federal regulatory requirements. International rates, if
applicable, will vary by country.
This Customer Statement of Work is made part hereof and governed by the Master Services Agreement (the "Agreement") executed between Securus Technologies, Inc. ("we" or "Provider"), and Kendall County Sheriff's Office ("you" or "Customer"). The terms and conditions of said Agreement are incorporated herein by reference. This Customer Statement of Work shall be coterminous with the Agreement.

A. Applications. The parties agree that the Applications listed in the Service Schedule or below shall be provided and in accordance with the Service Level Agreements as described in the applicable section of the Service Schedule to the Agreement.

B. Equipment. We will provide the equipment/Applications in connection with the SCP services needed to support the required number and type of phones and other components, including VPM 2.0, and storage for 4 Years / Purge. Additional equipment or applications will be installed only upon mutual agreement by the parties, and may incur additional charges.

EXECUTED as of the Effective Date.

CUSTOMER: Kendall County Sheriff's Office

By: __________________________
Name: _________________________
Title: __________________________

PROVIDER: Securus Technologies, Inc.

By: __________________________
Name: Robert Pickens
Title: Chief Operating Officer

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

By: __________________________
Name: John A. Shaw
Title: Chair, Kendall County Board

Please return signed contract to:

14651 Dallas Parkway
Sixth Floor
Dallas, Texas 75254
Attention: Contracts Administrator
Phone: (972) 277-0300
Kendall County, Illinois  
Committee of the Whole

Thursday, December 12, 2013  
County Office Building, Board Room 209-210  
111 W. Fox Road, Yorkville IL  
Meeting Minutes

Call to Order  
The Committee of the Whole was called to order by Chair John Shaw at 4:00 p.m., who led the group in the Pledge of Allegiance.

Roll Call  
Members Present: Amy Cesich - here, Lynn Cullick - here, Elizabeth Flowers - present, Judy Gilmour - here, Dan Koukol - here, Matt Prochaska - here, John Shaw - aye, Jeff Wehrli - here; John Purcell arrived at 4:10 p.m.

Members Absent: Scott Gryder

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

Items of Business

- From Animal Control Committee - Recommend Standard Operating Procedures for Kendall County Animal Control Department and Rescind Previously Adopted Policies and Procedures – Anna Payton reviewed the new Standard Operating Procedures and additions and changes with the Committee.

- From Admin HR Committee - Approval for the State’s Attorney’s Office to conduct a Human Resources Audit including a Formal Review of Job Descriptions – Assistant State’s Attorney Leslie Johnson, reviewed the reasons for a Human Resources Audit, and topics to be covered in the audit which would include Management, Hiring, New Employees, Wages and Hours, Benefits, Employee Relations/Employment Practices, Safety and Security, Discrimination and Employee Rights, Workers’ Compensation, Employee Separation, Recordkeeping and Other Documentation, and a review of all Job Descriptions.

Old Business – None

Review Draft Board Agenda – Mr. Shaw asked the committee to review the draft agenda.

After consulting with Leslie Johnson, Amy Cesich wanted new wording for the Animal Control item listed on the agenda. The wording should read as “Approval of standard operating procedures for Kendall County Animal Control Department and rescind Kendall County Animal Control Policies and Procedures (Revised November 2004)”.

Matthew Prochaska requested that Item 14 – D be removed from the agenda, and that Item 13-B-2 wording be changed to Gjovik’s Ford.
Kendall County, Illinois
Committee of the Whole

Action Items for the County Board

- Approval of standard operating procedures for Kendall County Animal Control Department and rescind Kendall County Animal Control Policies and Procedures (Revised November 2004)

- Approval for the State's Attorney's Office to conduct a Human Resources Audit including a Formal Review of Job Descriptions

Public Comment - None

Questions from the Media - None

Executive Session – None needed

Adjournment – Member Koukol moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Flowers. There being no objection, the Committee of the Whole, at 5:29p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
December 3, 2013

Mrs. Miller and Mr. Wilkins,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the previous quarter from September 1, 2013 - November 30, 2013.

****New quarter figures are still not available due to the change from certificates to licensure. At this point, we are not sure if the new system will allow us to retrieve updated figures.

Total Certificates/Licenses Issued: Not available at time of report
Total Certificate/Licensure Applications Processed: Not available at time of report
Total Certificates/Licenses Registered: Not available at time of report
Total Endorsement Applications Processed: Not available at time of report
Total Substitute Certificates/Licenses Issued: Not available at time of report
Total Substitute Certificates/Licenses Currently Registered: Not available at time of report

Public School Administrators Employed for FY 2013: 204
Public School Teachers Employed for FY 2013: 2,407

School Bus Driver Trainings: 9
School Bus Drivers Trained: 191

Fingerprints done at 2 offices: 493
Phone Calls Taken: 1,955
Walk In Patrons Served: 1,092

Persons Registered for GED testing: 64
Persons completing and meeting score requirements: 26
*We currently have over 300 persons registered to test at the new Testing Center for the month of December (12/2/13 – 12/21/2013).

Students Currently at Premier Academy Morris: 94
*In addition, we had 11 students graduate from the program
Visits, meetings and trainings: Regional Superintendent and Assistant Superintendent

**September 1, 2013- November 30, 2013**

**September**
4 – River Valley Workforce Investment Executive Board Meeting - Batavia
5 – Health Life Safety Inspections – Yorkville
6 – Illinois Valley Association of School Business Officials Meeting – Morris Country Club
9 – Coal City Education Foundation Golf Outing – Morris Country Club
   Meeting at Plano District Office with VARC regarding Professional Learning Communities
10 – Professional Development Alliance Goal Setting with Will County
11 - River Valley Workforce Investment Board Meeting – Aurora
   Kendall County Special Education Cooperative Board Meeting
12 – Audit Exit Conference – Morris Office
   Health Life Safety Inspections - Yorkville
16 – Grundy County Education Committee
17 – Yorkville Kiwanis Meeting at Panera Bread in Yorkville
   Health Life Safety Inspections – Oswego
18 – Grundy County Special Education Cooperative Board Meeting
19 – Health Life Safety Inspections – Yorkville
20 – Health Life Safety Inspections – Mazon
   Truancy Hearing – Yorkville Office
23 – Truancy Meeting – Yorkville Office
24 – Health Life Safety Inspections – Oswego
25 – Oswego High School Talk Program – Oswego High School
26 – Professional Development Alliance Board Meeting
30 – Illinois Alliance of School Administrators (IASA) Meeting – Morris Country Club

**October**
1 – Area One Meeting – Woodstock
   Health Life Safety Inspections – Oswego
3 – Health Life Safety Inspections - Yorkville
4 - Illinois Valley Association of School Business Officials Meeting – Morris Country Club
8 – Grundy County Anti Bullying Event – First Christian Church in Morris
9 – Kendall County Special Education Cooperative Board Meeting
8 – 9 Illinois Association of Regional Superintendent of Schools (IARSS) Meeting Springfield
10 – Health Life Safety Inspections - Yorkville
11 – Workforce Workshop – First Christian Church in Morris
11 – School Refusal Workshop – Linden Oaks Outpatient Education Center
15 – Kiwanis of Yorkville Meeting at Panera Bread in Yorkville
Health Life Safety Inspections - Oswego
16 – Grundy County Special Education Cooperative Board Meeting
17 – Elected Officials Breakfast at Aurora University
   Health Life Safety Inspections - Yorkville
18 – Meeting at Plano District Office with VARC regarding Professional Learning Communities
21 – Regional Board of School Trustees Meeting – Morris Office
22 – Health Life Safety Inspections – Oswego
   PreTrial Conference regarding Joliet Premier Academy (formerly from ESN)
   – Will County Courthouse Annex
25 – Kendall County Juvenile Justice Council Meeting – Kendall County Courthouse
28 – Health Life Safety Inspections – Coal City
29 – Plano Career Day – Plano High School
   Health Life Safety Inspections - Oswego
31 – Health Life Safety Inspections – Coal City

November
1 – Illinois Valley Association of School Business Officials Meeting – Morris Country Club
   PreTrial Conference regarding Joliet Premier Academy (formerly from ESN)
   – Will County Courthouse Annex
4 – Meeting with Oswego 308 Officials to discuss shared services – Oswego Facilities Committee Meeting – Kendall County Administration Building
5 – Health Life Safety Inspections - Oswego
7 – Grundy County Retired Teachers Meeting – Maria’s Pizza in Morris
   IARSS Professional Development Meeting – Bloomington
8 – IASA Three Rivers Division Meeting – Syls in Rockdale
   Meeting with Laurie Pope regarding Grundy County Audit
12 – Health Life Safety Inspections - Oswego
13 – Kendall County Special Education Cooperative Board Meeting
14 – Professional Training and Testing Center Open House – Yorkville Office
15 – Principal Mentoring Meeting – Professional Development Alliance – Joliet
18 – Kendall County Special Education Cooperative Workshop – White Tail Ridge in Yorkville
19 – Health Life Safety Inspections – Oswego
   Immaculate Conception School Compliance Visit
   Roundtable Meeting with Senator Jennifer Bertino-Tarrant – Will County ROE
   Kendall County Drug Court Creation Meeting – Kendall County Courthouse
20 – Grundy County Special Education Cooperative Board Meeting
   Health Department Meeting – Morris Office
22 – 23 Triple I Conference - Chicago
25 – Meeting at Saratoga School – Morris
   Health Life Safety Inspections - Oswego