KENDALL COUNTY BOARD
AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Monday, February 1, 2011 at 6:00 p.m.

1. Call to Order
2. Pledge of Allegiance
3. Roll Call
4. Determination of a Quorum
5. Approval of Minutes
6. Approval of Agenda
7. Citizens to be Heard
   A. Todd Milliron
8. Correspondence and Communications – County Clerk
9. New Business
   A. Amendment of Liquor License
   B. Amendment #1 to extend Technical Services Agreement with Regional Transportation Authority to December 31, 2011
   C. Resolution: Authorization to Execute Downstate Operating Assistance Grant Agreement
   D. IEP Demolition Permit – Fox Ridge Stone
   E. Appoint representative to Joint Review board for Plano City Center Tax Increment Finance Plan
10. Old Business
    A. KenCom Intergovernmental Agreement
11. Standing Committees
    A. Judicial / Legislative Committee
    B. Animal Control
    C. Budget & Finance
       1. Approval of Claims
       2. Jail Expansion Funds for Sheriff’s Office moves in PSC
       D. Standing Committee Minutes Approval
12. Special Committee and Other Liaison Reports
13. Chairman’s Report
    A. Appointments
       Kendall County Ethics Commission – Kristine Heimen – 2 year term – Expires December 2012
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Monday, January 3, 2011 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Elizabeth Flowers, Jessie Hafenrichter, Dan Koukol, Nancy Martin, Suzanne Petrella, Jeff Wehrli and Anne Vickery.

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

MINUTES

Member Martin moved to approve the submitted minutes from the Adjourned County Board Meetings of 12/6/10 and 12/7/10 as well as the 12/7/10 Truth in Taxation Hearing minutes. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

NEW BUSINESS

Intergovernmental Agreement Creating Kendall County Emergency Phone Service & Communications Board

Chairman Purcell asked the Board members to hold off voting on the issue because he has had meetings with the Mayors of Yorkville, Plano and Oswego. After speaking to the Mayors, Chairman Purcell feels that they have had positive conversations; hopefully they can come to an alternate agreement than had been proposed. There are two prongs that they will address in the discussions – one being the cost sharing of the operations and two being the building out of the basement in the jail. Chairman Purcell stated that they need to have a signed agreement by the end of February.

2010 Annual VAC Report

Ed Dixon presented the annual report; Mr. Dixon explained that there was a change in policy from a percentage to a fixed rate. 23 County veterans were assisted and received an average of $490 per month in 2010. The cumulative total of spendable income brought back into the County was $2,058,859.

A copy of the FY-2010 Annual VACKC Report is on file in the Office of the Kendall County Clerk.

STANDING COMMITTEE REPORTS

Judicial/Legislative

Member Koukol informed the Board that the minutes are in the packet and the meeting went well.

Animal Control

Chairman Vickery said they went over revenues which are at 79% while expenditures are at 75%; they still suffered a loss of about $15,000. Mrs. Vickery informed the Board that the animal counts are going down. They received a donation from Old Second Bank for $600.

Finance

CLAIMS

Member Vickery moved to approve the claims submitted in the amount of $598,353.75. Member Martin seconded the motion.

COMBINED CLAIMS: FCLT MGMT $12,675.95, CO CLK & RCDR $105.87, ED SRV REG $2,205.98, SHRFF $27,051.88, CRRCTNS $2,293.87, ESDA $138.54, CRCT CT CLK $768.34, JURY COMM $240.03, CRCT CT JDG $6,288.65, CRNR $507.10, CMB CRT SRV $13,901.26, ST ATTY $1,268.64, EMPLY HLTH INS $291,982.79, OFF
Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Vickery informed the Board that the auditors will be presenting their audit at COW, Finance, PBZ and Forest Preserve. Mrs. Vickery also told the Board that the Sheriff’s Office reported that they will have about a $48,000 deficit in salaries line item due to the overtime and holiday pay for Thanksgiving. Mrs. Vickery told the Board that there were 4 new home permits issued.

STANDING COMMITTEE MINUTES APPROVAL

Member Hafenrichter moved to approve all of the Standing Committee Minutes and Reports as submitted. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

CHAIRMAN'S REPORT

January 2011 COUNTY BOARD MEETING

ANNOUNCEMENTS

* Plan Commission
  Walter Werderich - 3 Year Term January 2014
* Plan Commission
  Terry Larson - 3 Year Term January 2014
* Plan Commission
  Claire M. Wilson - 3 Year Term January 2014

Chairman Purcell reminded the Board of the 1/18/11 Founders Luncheon at the Extension Office, the UCCI and University of Illinois Institute of Government & Public Affairs will be presenting a seminar on FOIA, Open Meeting Acts, Gift Ban Act, and Board Procedures – Roberts Rule of Order and Board Procedures - Parliamentary Procedure, and the Wind Farm Seminar is on 2/9/11.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record, asked about the building of another building, what is this new building for? The answer was storage for the Sheriff’s evidence.

EXECUTIVE SESSION

Member Flowers made a motion to go into Executive Session for litigation when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Chairman Purcell reconvened the Board into regular session.

ADJOURNMENT

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

Approved and submitted this 12th day of January, 2011.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
AMENDMENT No. 1

to

THE TECHNICAL SERVICES AGREEMENT

between

THE REGIONAL TRANSPORTATION AUTHORITY

and

KENDALL COUNTY

Contract No.: TSA-2007-02

This Amendment No. 1 (this "Amendment") to the Technical Services Agreement (the "Agreement"), dated March 2, 2009, by and between the Regional Transportation Authority (the "RTA") and Kendall County (the "Recipient" or the "Grantee" and, together with the RTA, collectively the "Parties") is made and entered into by and between the Parties. In consideration of the mutual covenants contained herein and in the Agreement, the Parties agree as follows:

1) ARTICLE III: TERM OF AGREEMENT, Section 3.1: shall be deleted in full and replaced with the following:

3.1 The term of this Agreement shall be from March 2, 2009 to December 31, 2011.

2) Exhibit C, Certifications and Assurances, signed on February 20, 2009 by the Grantee, is hereby replaced in its entirety by Exhibit C, 2010 Certifications and Assurances, attached hereto and incorporated herein.

3) ARTICLE XXXIII: SPECIAL CONDITIONS, Section 33.1: shall be deleted in full and replaced with the following:

33.1 Annual Certifications to Comply with OMB Circular A-133. The Grantee shall annually file with the RTA, within 30 days after completion of the single audit (if applicable) or no more than nine months after the end of each of Grantee’s fiscal year (or portion thereof) during the term of this Agreement, an annual certification to comply with OMB Circular A-133, in the form attached hereto as Exhibit D. The obligation to file such certification for a Grantee’s fiscal year in which Grantee expends funds under this Agreement shall survive any expiration or termination of this Agreement.

The Parties agree that the Agreement is in all other respects ratified and reaffirmed and that it continues in full force and effect as hereby amended.
IN WITNESS WHEREOF, the Parties have caused this Amendment to be executed by their duly authorized officers.

COUNTY OF KENDALL:  
By: ______________________  
    JEFF WILKINS  
Title: COUNTY ADMINISTRATOR  
Attest: _________________  
    SEALED  
Date: _________________  

REGIONAL TRANSPORTATION AUTHORITY:  
By: ______________________  
    JOSEPH G. COSTELLO  
Title: ACTING EXECUTIVE DIRECTOR  
Attest: _________________  
    SEALED  
Date: _________________  


EXHIBIT C

2010 CERTIFICATIONS AND ASSURANCES

In accordance with 49 U.S.C. 5323(n), the following certifications and assurances have been complied to cover all grants and agreements that include Federal Transit Administration ("FTA"), Illinois Department of Transportation ("IDOT") and/or Regional Transportation Authority ("RTA") assistance programs. Twenty-Six (26) Categories of certifications and assurances are listed below by roman numerals I through XXVI. Category I applies to all Grantees. Category II applies to all applications exceeding $100,000. Categories III through XXV will apply to and be required for some, but not all, Grantees and projects and will be indicated with an “X” as needed.

The RTA and the Grantee understand and agree that not every provision of these certifications and assurances will apply to every Grantee or every project for which the RTA provides Federal financial assistance through a grant agreement, cooperative agreement or contract. The type of project and the section of the statute authorizing Federal financial assistance for the project will determine which provisions apply. The terms of these certifications and assurances reflect applicable requirements of the FTA’s enabling legislation currently in effect.

The Grantee also understands and agrees that these certifications and assurances are special pre-award requirements specifically prescribed by Federal law or regulation and do not encompass all statutory and regulatory requirements that may apply to the Grantee or its project. A comprehensive list of those Federal laws, regulations, and directives is contained in the current FTA Master Agreement MA(15) for Federal Fiscal Year 2009 (the “Master Agreement”) at the FTA website http://www.fta.dot.gov/documents/16-Master.pdf. The certifications and assurances in this document have been streamlined to remove most provisions not covered by statutory or regulatory certification or assurance requirements.

Because many requirements of these certifications and assurances will require the compliance of the subrecipient of the Grantee, the RTA and the FTA strongly recommend that each Grantee that will be implementing projects through one or more subrecipients, secure sufficient documentation from each subrecipient to assure compliance, not only with these certifications and assurances, but also with the terms of the grant agreement, cooperative agreement or contract for the project, and the applicable Master Agreement for its project, if applicable, incorporated therein by reference. Each Grantee is ultimately responsible for compliance with the provisions of these certifications and assurances applicable to itself or its project irrespective of participation in the project by any subrecipient.

The Grantee understands and agrees that when it receives RTA assistance on behalf of a consortium, joint venture, partnership or team, each member of that consortium, joint venture, partnership, or team is responsible for compliance with the certifications and assurances the Grantee selects.
The Applicant agrees to comply with the applicable provisions of the following categories that have been selected by the RTA:

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<th>Category</th>
<th>X</th>
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<tr>
<td>I. Required of Each Grantee</td>
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<td>II. Lobbying</td>
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<td>III. Procurement Compliance</td>
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<td>IV. Providers of Public Transportation</td>
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<td>V. Public Hearing</td>
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<td>VI. Acquisition of Rolling Stock</td>
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<td>VII. Acquisition of Capital Assets by Lease</td>
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<td>VIII. Bus Testing</td>
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<td>IX. Charter Service Agreement</td>
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<td>XI. Demand Responsive Service</td>
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<td>XII. Alcohol Misuse and Prohibited Drug Use</td>
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<td>XIII. Interest and Other Financing Costs</td>
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<td>XIV. Intelligent Transportation Systems</td>
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<td>XV. Urbanized Area Formula Program</td>
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<td>XVI. Clean Fuels Grant Program</td>
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<td>XVII. Elderly Individuals and Individuals with Disabilities Formula &amp; Pilot Programs</td>
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<td>XVIII. Nonurbanized Area Formula Program</td>
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<td>XIX. Job Access and Reverse Commute Formula Grant Program</td>
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<td>XX. New Freedom Program</td>
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<td>XXI. Alternative Transportation in Parks and Public Lands</td>
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<td>XXII. Tribal Transit Program</td>
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<td>XXIII. Infrastructure Finance Projects</td>
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<td>XXIV. Deposits of Federal Financial Assistance to State Infrastructure Banks</td>
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<tr>
<td>XXV. Additional FTA Certifications &amp; Assurances</td>
<td>X</td>
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<td>XXVI. IDOT Certifications &amp; Assurances</td>
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The following signature pages (Grantee and Grantee’s attorney) must be appropriately completed and signed where indicated by both Grantee and Grantee’s attorney.
CERTIFICATIONS AND ASSURANCES

Name of Grantee: Kendall County

Name of Authorized Representative: Jeff Wilkins

Relationship of Authorized Representative: County Administrator

BY SIGNING BELOW, on behalf of the Grantee, I declare that the Grantee has duly authorized me to make these certifications and assurances and bind the Grantee's compliance. Thus, the Grantee agrees to comply with all local, state and Federal statutes, regulations, executive orders, and requirements applicable to this grant or contract and projects funded by this grant or contract.

The RTA intends that the certifications and assurances selected on the preceding page of these certification and assurances should apply, as provided, to each project for which the Grantee seeks now, or may later seek, RTA assistance during this fiscal year.

The Grantee affirms the truthfulness and accuracy of the certifications and assurances it has made in the statements submitted herein with this document and any other submission made to FTA, IDOT or RTA, and acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. 3801 et seq., as implemented by U.S. DOT regulations, “Program Fraud Civil Remedies,” 49 CFR part 31 may apply to any certification, assurance or submission made to RTA. The criminal provisions of 18 U.S.C. 1001 may apply to any certification, assurance, or submission made in connection with a Federal public transportation program authorized in 40 U.S.C. chapter 53 or any other statute.

In signing this document, I declare under penalties of perjury that the foregoing certifications and assurances, and any other statements made by me on behalf of the Grantee are true and correct.

Signature________________________________________

Date________________________________________

Name_____________________________ Jeff Wilkins

Authorized Representative of Grantee
Kendall County Board Resolution

Number______________

Authorization to Execute
Downstate Operating Assistance Grant Agreement

BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY:

1. That Kendall County enter into a certain Downstate Public Transportation Operating Assistance Agreement, contract # 3996, OP-11-39-IL, ("Agreement") with the State of Illinois in order to obtain grant assistance under the provisions of the Illinois Downstate Public Transportation Act (30ILCS 740/2-1, et seq.)

2. That John Purcell, County Board Chairman of Kendall County is hereby authorized and directed to execute the Agreement on behalf of Kendall County.

3. That Jeff Wilkins, County Administrator of Kendall County is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the Grant.

PRESENTED and ADOPTED by the Kendall County Board on the 1st of February, 2011.

Signature of County Board Chairman
John Purcell

Signature of County Clerk & Recorder
Debbie Gillette

Date

Date
STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION
DIVISION OF PUBLIC and INTERMODAL TRANSPORTATION
AND
KENDALL COUNTY

DOWNSTATE PUBLIC TRANSPORTATION
OPERATING ASSISTANCE
GRANT AGREEMENT
(30 ILCS 740/2-1)

CONTRACT NO. 3996
STATE GRANT NO. OP-11-39-IL

Approved as to Form
by Chief Counsel's Office:
REV: 1/25/11
.doc
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Exhibit A, entitled "School Bus Certification"

Exhibit B, entitled "Drug Free Workplace Certification"
This Agreement is made by and between the State of Illinois (hereinafter the "State"), acting by and through the Illinois Department of Transportation, Division of Public and Intermodal Transportation (hereinafter the "Department"), and the Kendall County (hereinafter the "Grantee," which term shall include its successors and assigns).

WHEREAS, the Grantee proposes to provide public transportation services in a downstate area of Illinois (hereinafter the "Project");

WHEREAS, the Grantee has made application to the Department under Article II of the Illinois Downstate Public Transportation Act, (30 ILCS 740/2-1 et seq., hereinafter the "Act"); the Department's implementing regulations thereunder (92 Illinois Administrative Code Part 653, hereinafter the "Rules") and the forms included in the Department's current "Downstate Public Transportation Operating Assistance Program" (hereinafter the "Standard Forms"); and

WHEREAS, the Department has approved the Grantee's application and has certified to the Illinois Department of Revenue the Grantee's boundaries and its eligibility to participate under the Act;

NOW THEREFORE, in consideration of the mutual covenants set forth herein, this Agreement is made to provide state operating assistance funds to Grantee and to set forth the terms and conditions of such assistance.

ITEM 1 - DEFINITIONS

As used in this Agreement:

A. "AICPA" means the American Institute of Certified Public Accountants.

B. "FTA" means the Federal Transit Administration of the United States Department of Transportation, or its successor.

C. "OMB" means the U.S. Office of Management and Budget.

ITEM 2 - PROJECT SCOPE

Grantee agrees to provide the public transportation services described in its final approved application and program of proposed expenditures ("POPE") approved by the Department, and in accordance with the Act, the Rules, the Standard Forms and all other applicable laws and regulations. Grantee shall not reduce, terminate, or substantially change such public transportation services or increase fares without prior written notification to the Department.

ITEM 3 - PROJECT BUDGET

Under the Act, the Department enters into this Grant Agreement to implement Grantee's approved program of expenditures, within the following condition:
The Grantee shall be paid under this Agreement sixty-five percent (65%) of Grantee's eligible operating expenses incurred during fiscal year 2011, up to the corresponding identical or minimally different appropriation amount provided by Public Act 96-0956, as per 30 ILCS 740/2-7(b-10) and 30 ILCS 740/2-3(d), as long as there are sufficient funds transferred into the Downstate Public Transportation Fund (30 ILCS 740/2-7(b)), and provided that the amount paid under this Agreement together with any operating assistance received by the Grantee from any other state or local agency for fiscal year 2011 does not exceed Grantee's actual operating deficit for that year.

The Department has approved and agrees to make a grant in the maximum amount of $1,179,800, subject to the limitations set forth above, the Act and the Rules.

In the event that a Grantee receives an amount in excess of the amount provided to be paid to the Grantee above, or the combined state and local operating assistance grants for fiscal year 2011 exceed Grantee's actual operating deficit for that year, Grantee agrees to remit to the State any excess funds received. For purposes of this Agreement, the term "operating deficit" shall have the following meaning set forth in Section 2-2.03 of the Act (30 ILCS 740/2-2.03): "the amount by which eligible operating expenses exceed revenue from fares, reduced fare reimbursements, rental of properties, advertising, and any other amounts collected and received by a provider of public transportation, which, under standard accounting practices, are properly classified as operating revenue or operating income attributable to providing public transportation and revenue from any federal financial assistance received by the participant to defray operating expenses or deficits. For purposes of determining operating deficits, local effort from local taxes or its equivalent shall not be included as operating revenue or operating income."

Grantee agrees to commit the necessary local funding to cover costs incurred in providing public transportation which are not reimbursed under this Agreement or by other federal, state or local assistance programs.

**ITEM 4 - SUBJECT TO APPROPRIATIONS CLAUSE**

This Agreement is contingent upon the availability of sufficient funds and the appropriation of such funds as required by law.

**ITEM 5 - PAYMENT PROCEDURES**

The Department shall process up to a total of five payments, comprising of a combination of advance, reimbursement or reconciling payments, to Grantee upon the timely receipt of quarterly expense and revenue submitted on the Department's prescribed forms. Payments will be processed upon the Department determining if and to what extent the request is for eligible operating expenses incurred in conformity with Grantee's approved application and the Act.

Grantees shall have the flexibility to request:

A. an advance based on its estimated quarterly expense and revenue, up to the date the actual expense and revenue for that quarter is required to be filed with the Department; or

B. a reimbursement for actual quarterly expense and revenue incurred; or
C. a combination of both.

Advance payments may not be processed by the Department, or dated by the Grantee, earlier than thirty days prior to the start of the quarter for which the advance is requested. No payments will be made until the State's annual budget has been passed, and grant contracts are fully executed by both the Department and the Grantee and filed with the Office of the Comptroller.

Grantee shall file actual expense and revenue incurred in the 1st, 2nd, 3rd and 4th quarters by December 1, March 1, May 1, and August 1, respectively.

The Grantee shall adjust payment requests to reflect all previous quarter actual expense and revenue not reflected in previous payment requests.

Grantee agrees that payment shall not constitute a final determination by the Department of the eligibility of such expense and shall not constitute a waiver of any violation of the terms of this Agreement. The Department reserves the right to offset any payment to satisfy any monetary claims that the Department may have outstanding against Grantee.

ITEM 6 - ELIGIBLE OPERATING EXPENSES

Eligible operating expenses include, but are not limited to the following:

A. employee wages and benefits;

B. materials, fuels and supplies;

C. rental of facilities;

D. taxes other than income taxes;

E. payment for debt service (including principal and interest) on equipment or facilities owned by Grantee, to the degree that the Grantee's governing board, through resolution, certifies that the public transportation portion of the equipment or facilities is required for the day-to-day provision of public transportation within the next 24 months, provided that, in undertaking and administering the acquisition and ownership of the equipment and facilities, the Grantee complies with the Department's "Public Transportation Capital Improvement Grants Manual" and "Supplemental Operating Assistance Guidelines";

F. non-rolling stock-equipment purchases that are less than $10,000;

G. administrative costs (i.e., costs incurred in capital grant record keeping, grant management, and the preparation of status reports required by the Department under its capital grant program) associated with capital projects which are not reimbursed elsewhere;

H. routine maintenance and repairs to buildings, equipment or vehicles that do not extend their useful life for replacement eligibility purposes;
I. reasonable expenses and compensation for Grantee's board members or trustees as provided under the Local Mass Transit district Act (70 ILCS 3610/4)

J. established reserves for self-insurance programs;

K. the costs associated with the audit requirements set forth in Section 653.410 of the Rules;

L. Eighty percent of the dues paid by the applicant to the Illinois Public Transportation Association and 90% of the dues paid by the applicant to the American Public Transportation Association or the Community Transportation Association of America; and

M. any other expenditure that an independent auditor retained by the Grantee's governing board determines is required for the provision of public transportation according to the most current version of AICPA's generally accepted standard accounting principles for public transportation operations.

ITEM 7 - INELIGIBLE OPERATING EXPENSES

Ineligible operating expenses include, but are not limited to, the following:

A. depreciation, whether funded or unfunded;

B. amortization of any intangible assets;

C. debt service on capital assets acquired with the assistance of capital grant funds provided by the State;

D. profit or return on investments;

E. excessive payments to associated entities;

F. expenses associated with the Workforce Investment Act (29 USC Chapter 30), or its successor;

G. costs reimbursed under Section 5303, 5304, and 5305 of the Federal Mass Transit Act (49 USC 53)

H. travel and entertainment expenses incurred in attending non-public transportation-related activities;

I. charter, school bus and sightseeing expenses as defined by the FTA;

J. fines and penalties;

K. charitable donations;

L. interest expense on long-term borrowing and debt retirement other than on that portion of publicly-owned equipment and facilities required for public transportation;
M. income taxes;

N. that portion of any eligible operating expense for which the Grantee has or will receive reimbursement from any other federal or State capital grant program absent a specific federal or State directive allowing the capital expense to be treated as an operating expense;

O. expenses associated with compliance with OMB Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations);

Q. expenses for freight haulage provided by Grantee;

R. any expense that is reimbursed from insurance proceeds;

S. maintenance or operation of vehicles that are not used by a Grantee or its contractors for public transportation or to support public transportation operations; and

T. any other expense determined by the Department to be inconsistent with federal regulations or requirements.

If a Grantee receives federal operating assistance funds through the Department, and federal law prohibits the Grantee from using those funds to pay for any expense that is an eligible operating expense under the Act or the Rules, then that expense shall be ineligible for reimbursement.

ITEM 8 - RECORD RETENTION

All costs charged to the Project shall be supported by properly executed and clearly identified payrolls, time records, invoices, contracts, vouchers or checks evidencing in detail the nature and propriety of the charges. Such documentation shall be readily accessible on site at least until Project closeout.

The Grantee shall maintain, for a minimum of three years after the completion of the contract, adequate books, records, and supporting documents to verify the amounts, recipients, and uses of all disbursements of funds passing in conjunction with the contract; the contract and all books, records, and supporting documents related to the contract shall be available for review and audit by the Auditor General or the Department (hereinafter "Auditing Parties"): and the Grantee agrees to cooperate fully with any audit conducted by the Auditing Parties and to provide full access to all relevant materials. Failure to maintain the books, records, and supporting documents required by this section shall establish a presumption in favor of the State for the recovery of any funds paid by the State under the contract for which adequate books, records, and supporting documentation are not available to support their purported disbursement.

If any litigation, claim, negotiation, audit or other action involving the records has been started prior to the expiration of the three-year period, Grantee shall retain the records for three years after completion of the action and resolution of all issues arising from it.
ITEM 9 - INSPECTION AND AUDIT

Grantee shall permit, and shall require its contractors and auditors to permit, the Department, and any authorized agent of the Department, to inspect all work, materials, payrolls, audit working papers, and other data and records pertaining to the Project; and to audit the books, records, and accounts of the Grantee with regard to the Project. The Department may, at its sole discretion and at its own expense, perform a final audit of the Project. Such audit may be used for settlement of the grant and Project closeout.

Grantee agrees to permit the Department to conduct scheduled or unscheduled inspections of Grantee’s public transportation services. Such inspections shall be conducted at reasonable times, without unreasonable disruption or interference with any transportation service or other business activity of the Grantee or any Service Board.

Grantee agrees to notify the Department of any pending federal triennial review as soon as it is scheduled and to permit the Department to attend same.

ITEM 10 - GRANTEE’S INDEPENDENT AUDIT

Grantee shall select an independent licensed Certified Public Accountant to perform an audit pursuant to the requirements of Section 653.410 of the Rules. The standards for selection of the auditor and the scope and contents of the audit are contained in Section 653.410 of the Rules; Grantee and its auditor shall become familiar with the Rules and adhere to its provisions in completion of the audit. The audit shall also be completed in conformity with the Single Audit Act (31 USC 7501 et seq.), and shall include a statement, if applicable, that any allocation of revenues and expenses to the program of approved expenditures funded under this Agreement is in accordance with a cost allocation plan approved by the Department. Grantee’s audit must include a schedule of operating revenues and expenses for the participant’s grant contract period on forms prescribed by the Department. Grantee’s independent audit shall be submitted to the Department no later than 180 days following the last day of the fiscal year. This deadline may be changed, at the discretion of the Department, to accommodate the participant’s fiscal year periods or due to unforeseen circumstances.

ITEM 11 - PROJECT CLOSEOUT

Grantee agrees to implement any audit findings contained in the Department’s final audit, the Grantee’s independent audit, or as a result of any duly authorized inspection or review. Upon the Department’s acceptance of final audit results, the Department may arrange for a final reconciliation payment to or from Grantee, as necessary. At the discretion of the Department, several years of audit reconciliation balances may be combined to allow for one payment to reconcile minor annual reconciliation balances. The Department shall consider the Project closed when the reconciliation payment is made, either by the Department or by Grantee. The Department shall send notification to Grantee that the grant is closed. Payment issues, audit issues or any other matters pertaining to the grant may not be subsequently raised and are forever settled upon Project closeout. Closeout shall be subject to any continuing obligations imposed on the Grantee by this Agreement or contained in the final notification from the Department.
ITEM 12 - ETHICS

A. Code of Conduct

1. Personal Conflict of Interest – The Grantee shall maintain a written code or standard of conduct which shall govern the performance of its employees, officers, board members, or agents engaged in the award and administration of contracts supported by state or federal funds. Such code shall provide that no employee, officer, board member or agent of the Grantee may participate in the selection, award, or administration of a contract supported by state or federal funds if a conflict of interest, real or apparent would be involved. Such a conflict would arise when any of the parties set forth below has a financial or other interest in the firm selected for award:

   a. the employee, officer, board member, or agent;
   b. any member of his or her immediate family;
   c. his or her partner; or
   d. an organization which employs, or is about to employ, any of the above.

The conflict of interest restriction for former employees, officers, board members and agents shall apply for one year. The code shall also provide that Grantee's employees, officers, board members, or agents shall neither solicit nor accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subcontracts. The Department may waive the prohibition contained in this subsection, provided that any such present employee, officer, board member, or agent shall not participate in any action by the Grantee or the locality relating to such contract, subcontract, or arrangement. The code shall also prohibit the officers, employees, board members, or agents of the Grantee from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest or personal gain.

2. Organizational Conflict of Interest – The Grantee will also prevent any real or apparent organizational conflict of interest. An organizational conflict of interest exists when the nature of the work to be performed under a proposed third party contract or subcontract may, without some restriction on future activities, result in an unfair competitive advantage to the third party contractor or Grantee or impair the objectivity in performing the contract work.

B. Bonus or Commission - The Grantee warrants that no person or selling agency has been employed or retained to solicit or secure this Grant or Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. The State shall have the right to annul this Agreement without liability, or at its discretion to deduct such commission or fee. No State officer or employee, or member of the State General Assembly or of any unit of local government who or which contributes to the Project Funds shall be allowed to share in any part of this Agreement or to any benefits arising therefrom.
C. **Bribery** - Non-governmental grantees and third party contractors shall certify that they have not been convicted of bribery or attempting to bribe an officer or employee of the State of Illinois or local government, nor has the Grantee made an admission of guilt of such conduct which is a matter of record, nor has an official, agent or employee of the such grantees or third party contractors committed bribery or attempted bribery on behalf of the firm and pursuant to the direction or authorization of a responsible official of the Grantee. Such grantees or third party contractors shall further certify that they have not been barred from contracting with a unit of the State or local government as a result of a violation of Section 33E-3 or 33E-4 of the Illinois Criminal Code.

**ITEM 13 - UNLAWFUL DISCRIMINATION**

A. **Human Rights** - Grantee agrees not to commit unlawful discrimination in employment as that term is used in Article 2 of the Illinois Human Rights Act (775 ILCS 5/2-101 et seq.); agrees to take affirmative action to ensure that no unlawful discrimination is committed; and agrees that the Illinois Equal Employment Opportunity Clause referenced in Section 2-105 of the Human Rights Act (775 ILCS 5/2-105) and contained in the regulations promulgated thereunder (44 Ill. Admin. Code Part 750), is incorporated into this Agreement and into all contracts let for or related to the Project.

B. **Sexual Harassment** - The Grantee shall have written sexual harassment policies that include at a minimum, the following information: (i) the illegality of sexual harassment; (ii) the definition of sexual harassment under state law; (iii) a description of sexual harassment, utilizing examples; (iv) the grantee’s internal complaint process including penalties; (v) the legal recourse, investigative, and complaint process available through the Department of Human Rights and the Human Rights Commission; (vi) directions on how to contact the Department and Commission; and (vii) protection against retaliation as provided by Section 6-101 of the Illinois Human Rights Act. A copy of the policies shall be provided to the Department upon request.

**ITEM 14 - SCHOOL BUS OPERATIONS**

Pursuant to 20 ILCS 2705/49.19, Grantee agrees not to engage in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are able to provide adequate transportation at reasonable rates, in conformance with applicable safety standards. However, this requirement shall not apply if Grantee operates a school system in the locality and operates a separate and exclusive school bus program for the school system. Grantee’s certification regarding school bus operations is signed and attached to this Agreement as Exhibit A.

**ITEM 15 - GRANTEE'S WARRANTIES**

Grantee warrants that it has the requisite fiscal, managerial, and legal capability to carry out the Project and to receive and disburse Project funds. Grantee agrees to initiate and consummate all actions necessary to enable it to enter into this Agreement. Grantee warrants that there is no provision in its charter, bylaws, or any rules, regulations, or legislation which prohibits, voids, or otherwise renders unenforceable against Grantee any provision or clause of this Agreement. Grantee
warrants further that it has paid all federal, state and local taxes levied or imposed and will continue to do so, excepting only those which may be contested in good faith. Grantee agrees that upon execution of this Agreement, Grantee will deliver to the Department:

A. a legal opinion from an attorney licensed to practice law in Illinois and authorized to represent the Grantee in the matter of this Agreement, stating:
   a. the Grantee is lawfully organized;
   b. the Grantee is an eligible participant under the Act;
   c. the Grantee is legally authorized to enter into this Agreement; and
   d. this Agreement will be legally binding on the Grantee.

B. a certified copy of a resolution or ordinance adopted by the Grantee's governing body that authorizes the execution of this Agreement and identifies the person, by position, authorized to sign this Agreement and payment requisitions.

ITEM 16 - DRUG FREE WORKPLACE

Grantee agrees to comply with the provisions of the Illinois Drug Free Workplace Act (30 ILCS 580/1 et seq.) and has signed the Drug Free Workplace Certification attached to this Agreement as Exhibit B.

ITEM 17 - INDEMNIFICATION AND INSURANCE

Grantee agrees to hold harmless and indemnify the Department and the State from any and all liabilities, losses, expenses (including attorney's fees), damages (including loss of use), demands and claims arising out of or in connection with the Project, and shall defend any suit or action brought against it and/or the Department, whether at law or in equity, based on any such alleged injury (including death) or damage. Grantee shall pay all damages, judgments, costs and expenses in connection with said demands and claims resulting therefrom. The Department agrees to promptly notify Grantee in writing of the assertion of any such claim, suit or action in which the State or the Department is a defendant.

Grantee agrees that it will take out and maintain at its own cost and expense, for the duration of the Project, such policies of insurance in companies, as will protect Grantee from any claims for damages to property or for bodily injury (including death), which may arise from the Project.

ITEM 18 - INDEPENDENCE OF GRANTEE

In no event shall Grantee or any of its contractors be considered agents or employees of the Department or the State. The Grantee agrees that none of its employees, agents or contractors will hold themselves out as, or claim to be, agents, officers or employees of the Department or the State, and will not make any claim, demand or application to or for any right or privilege applicable to an officer, agent or employee of the State, including, but not limited to, rights and privileges concerning worker's compensation and occupational diseases coverage,
ITEM 19 - NON-WAIVER

Grantee agrees that in no event shall any action, including the making by the Department of any payment under this Agreement, constitute or be construed as a waiver by the Department of any breach of covenant or any default on the part of the Grantee which may then exist; and any action, including the making of such payment by the Department, while any such breach or default shall exist, shall in no way impair or prejudice any right or remedy available to the Department in respect to such breach or default. The remedies available to the Department under this Agreement are cumulative and not exclusive. The waiver or exercise of any remedy shall not be construed as a waiver of any other remedy available hereunder or under general principles of law or equity.

ITEM 20 - TERMINATION, PAYMENT DELAY, RECALL

Upon written notice to the Grantee, the Department reserves the right to suspend or terminate all or part of the financial assistance provided by this Agreement, if the Grantee is, or has been, in violation of any of the terms of this Agreement or if the Department determines that the purpose of the Project would not be adequately served by continued financial assistance. Termination of any part of the Agreement will not invalidate obligations properly incurred by Grantee prior to the date of termination, to the extent that they cannot be cancelled. The Department may also elect, by written notice to the Grantee, to withhold or delay any or all payments under this Agreement, or any portion thereof; or, if payment or payments have already been made, to recall such payment or payments or any portion thereof. The Grantee agrees that upon receipt of such notice of recall, the Grantee shall immediately return such payments, or any portion thereof, which the Grantee has received.

ITEM 21 - DISPUTE RESOLUTION

In the event of a dispute in the interpretation of the provisions of this Agreement, such dispute shall be settled through negotiations between the Department and the Grantee. In the event that agreement is not consummated at this negotiation level, the dispute will then be referred through proper administrative channels for a decision and ultimately, if necessary, to the Secretary of the Department. The Department shall decide all claims, questions and disputes which are referred to it regarding the interpretation, prosecution and fulfillment of this Agreement. The Department's decision upon all claims, questions and disputes shall be final and conclusive.

ITEM 22 - PUBLIC INFORMATION

The Department and Grantee shall agree upon appropriate and reasonable means to inform the public, particularly the users of Grantee's public transportation services, of the state assistance provided under this Agreement.

ITEM 23 - AMENDMENT
The Parties agree that no change or modification to this Agreement shall be of any force or effect unless the amendment is dated and is reduced to writing and executed by both parties.

ITEM 24 - SEVERABILITY

The Parties agree that if any provisions of the Agreement shall be held invalid for any reason whatsoever, the remaining provisions shall not be affected thereby if such remaining provisions could then continue to conform with the purposes, terms and requirements of applicable law.

ITEM 25 - ASSIGNMENT

Grantee agrees that this Agreement shall not be assigned or transferred without the written consent of the Department and that any successor to Grantee's rights under this Agreement will be required to accede to all of the terms, conditions and requirements of this Agreement as a condition precedent to such succession.

ITEM 26 - DOCUMENTS FORMING THIS AGREEMENT

This Agreement, together with Exhibits A and B; the Grantee's Application for the fiscal year as approved by and on file at the Department; the Standard Forms; and all other documents or materials requested by the Department submitted by the Grantee and accepted by the Department before and after execution of this Agreement constitute the entire agreement between the parties and supersede any and all prior agreements or understandings between the parties.

ITEM 27 - ETHANOL GASOLINE

Pursuant to the Downstate Public Transportation Act (30 ILCS 740/2-15.1), Grantee hereby certifies that all gasoline burning motor vehicles operated under its jurisdiction use, if capable, fuel containing ethanol gasoline.

ITEM 28 - TAXPAYER IDENTIFICATION NUMBER

The Grantee certifies that 36-6006598 is its correct Federal Taxpayer Identification Number. The entity is doing business as a governmental entity.

The Grantee, by signature of its authorized representative, certifies under oath that all the information in this Agreement is true and correct to the best of the Grantee's knowledge; information and belief, that the funds shall be used only for the purposes described in this Agreement, and that the award of grant funds is conditioned upon this certification.
IN WITNESS WHEREOF, the Parties have entered into this Agreement by their duly authorized officials for the period July 1, 20___ through June 30, 20___.

Accepted on behalf of Kendall County:

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<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Type or Print Name of Authorized Representative</th>
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<th>Date</th>
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Accepted on behalf of the State of Illinois, Department of Transportation:

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<tr>
<th>Name</th>
<th>Title</th>
<th>Date</th>
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<tbody>
<tr>
<td>Joseph E. Shacter</td>
<td>Director, Division of Public &amp; Intermodal Transportation</td>
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</tr>
<tr>
<td>Matthew Hughes</td>
<td>Acting Director, Office of Finance and Administration</td>
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<tr>
<td>Ellen Schanzle-Haskins</td>
<td>Chief Counsel</td>
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<td></td>
<td>(Approved as to form)</td>
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<tr>
<td>Gary Hannig</td>
<td>Secretary of Transportation</td>
<td></td>
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</table>
EXHIBIT A
CERTIFICATION BY GRANTEE NOT TO ENGAGE
IN SCHOOL BUS OPERATIONS

Pursuant to Section 49.19(6) of the Civil Administrative Code of Illinois (20 ILCS 2705/49.19(b)), as a condition of receiving grant monies from the Illinois Department of Transportation, the Grantee certifies that it is not engaged in school bus operations exclusively for the transportation of students and school bus personnel in competition with private school bus operators where such private school bus operators are available to provide adequate transportation at reasonable rates in conformance with applicable safety standards.

If the Grantee does engage in school bus operations exclusively for the transportation of students and school bus personnel as described above, then the Grantee certifies that it operates a school system in the area to be served and operates a separate and exclusive school bus program for the school system.

The Grantee further agrees and certifies that it shall immediately notify the Department in writing of its involvement in or its intention to become involved in any school bus operation prohibited by Section 49.19(6) of the Civil Administrative Code of Illinois after the date of this certification.

Kendall County:

__________________________________________
Signature of Authorized Representative

__________________________________________  ________________
Title  Date

Downstate Public Transportation Operating Grant  Page 16
This certification is required by the Drug Free Workplace Act (30 ILCS 580/1 et seq.). The Drug Free Workplace Act, effective January 1, 1992, requires that no grantee or contractor shall receive a grant or be considered for the purposes of being awarded a contract for the procurement of any property or services from the State unless that grantee or contractor has certified to the State that the grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of the contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but not more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership, or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division, or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State.

Grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:

(1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the Grantee's workplace.

(2) Specifying the actions that will be taken against employees for violations of such prohibition.

(3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:

(A) abide by the terms of the statement; and

(B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:

(1) the dangers of drug abuse in the workplace;

(2) the Grantee's policy of maintaining a drug free workplace;

(3) any available drug counseling, rehabilitation, and employee assistance programs; and

(4) the penalties that may be imposed upon an employee for drug violations.

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Downstate Public Transportation Operating Grant  Page 17
(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the grant and to post the statement in a prominent place in the workplace.

(d) Notifying the Department within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is so convicted, as required by Section 5 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment, and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

THE UNDERSIGNED AFFIRMS, UNDER PENALTIES OF PERJURY, THAT HE OR SHE IS AUTHORIZED TO EXECUTE THIS CERTIFICATION ON BEHALF OF THE DESIGNATED ORGANIZATION.

Kendall County:

__________________________________________
Signature of Authorized Representative

__________________________________________    ____________
Title                                      Date
NOTICE OF APPLICATION FOR PERMIT TO MANAGE CLEAN CONSTRUCTION OR DEMOLITION DEBRIS (CCDD) (LPC-PA26)

From: Fox Ridge Stone Company
Route 71 and Minkler Road
Oswego, IL 60543

To: Eric Weis, State's Attorney
Kendall County Courthouse
807 West John Street
Yorkville, IL 60560

Date: January 25, 2011

Pursuant to 35 Ill. Adm. Code 1100.301, the purpose of this notice is to inform you that a permit application has been or will be submitted to the IEPA, Bureau of Land, for a clean construction or demolition debris (CCDD) fill operation described below. You are not obligated to respond to this notice. However, if you have any comments, please submit them in writing to the address below, or call the Permit Section at 217/524-3300, within twenty-one (21) days after the Illinois EPA’s receipt of the application.

Illinois Environmental Protection Agency
Bureau of Land, Permit Section (#33)
1021 North Grand Avenue East, Post Office Box 19276
Springfield, Illinois 62794-9276

SITE IDENTIFICATION
Facility Name: Fox Ridge Stone, LLC
Address: Route 71 and Minkler Road
P.O. Box: 
City: Oswego

Site Number: 0930155067

County: Kendall

DESCRIPTION OF PROJECT:
Application to Conduct Clean Construction or Demolition Debris Fill Operations on Site.

IL 532-2855
LPC 642 7/07
Construction and Demolition Debris

Information presented in this publication is intended to provide an understanding of the statutory and regulatory requirements governing construction and demolition debris. This information is not intended to replace, limit or expand upon the complete statutory and regulatory requirements found in the Illinois Environmental Protection Act and Title 35 of the Illinois Administrative Code.

What is general construction and demolition debris?

Construction and demolition (C&D) debris is nonhazardous, uncontaminated material resulting from construction, remodeling, repair, or demolition of utilities, structures, and roads. These materials include the following:

- Bricks, concrete, and other masonry materials
- Soil (mixed with other C&D debris)
- Rock
- Wood, including nonhazardous painted, treated, and coated wood and wood products
- Wall coverings
- Plaster
- Drywall
- Plumbing fixtures
- Non-asbestos insulation
- Roofing shingles and other roof coverings
- Reclaimed asphalt pavement
- Glass
- Plastics that do not conceal waste
- Electrical wiring and components that do not contain hazardous substances
- Piping
- Metal materials incidental to any of the materials above

What is clean C&D debris (CCDD)?

Clean C&D debris includes the following uncontaminated materials:

- Broken concrete without protruding metal bars
- Bricks
- Rock
- Stone
- Reclaimed asphalt pavement;
- Uncontaminated soil (mixed with other clean C&D debris) generated from construction or demolition activities

Since 2005, there have been several changes to the roles concerning CCDD, which are spelled out on the Changes to Clean Construction or Demolition Debris (CCDD) Requirements page.

Why is C&D debris a problem?

Landfills are filling up with C&D and other wastes, and some landfills will close in the near future; therefore, it is wise to find other alternatives other than landfilling C&D debris. In addition, illegal dumping of C&D debris can result in future health risks, decreased property values, and cleanup costs. Proper management and reduction of the amount of C&D waste you generate can save money,
conserve resources, and preserve the environment.

How do I manage Asbestos?

Asbestos waste must be disposed of in an approved landfill. For more information see the "How Do I Manage Asbestos" fact sheets and contact the Office of Small Business for additional information on proper asbestos disposal procedures.

How can I manage C&D debris?

The diagram below presents options for managing C&D debris. When making a decision on how to manage your C&D debris, the first option to consider is reduction and the last option to consider is landfilling. Each of these options is discussed below.

How do I reduce the amount of C&D debris I generate?

Although it can be difficult, you can reduce the amount of C&D debris you generate by carefully estimating the amount of raw materials needed for construction activities at your site and making sure that the correct amount of materials are brought to the site. The Illinois Department of Commerce and Community Affairs (DCCA) "Construction and Demolition Site Recycling Guidebook" (Guidebook) and "Construction and Demolition Site Recycling Directory" (Directory) provide guidance on and resources for C&D debris reduction, reuse, and recycling.

How do I reuse my C&D debris?

Clean C&D debris can be used as below-grade fill material outside of a setback zone if (1) covered by sufficient uncontaminated soil to support vegetation within 30 days after completion of filling or (2) covered by a road or structure. Also, broken concrete without protruding metal bars can be used for erosion control. In addition, demolition materials such as doors, bricks, appliances, and fixtures can be reused.

Certain construction or demolition materials can be separated and salvaged prior to disposal. These materials can be reused on another project or made available to others for reuse. This must be done in a reasonable amount of time before the material is considered abandoned and the activity is considered disposal.

How do I recycle my C&D debris?

Recycling C&D debris can save you money and reduce the amount of waste disposed of in landfills. You can recycle wood, aluminum and other metals, asphalt, concrete, and corrugated cardboard. Three recycling methods available to demolition contractors include the following:

- **Mixed material collection** - Recyclable materials are transported from the job site, sorted at a designated facility, and sent to processors for recycling.

Tip

To obtain the "Construction and Demolition Site Recycling Guidebook" and the "Construction and Demolition Site Recycling Directory," call the Help line.

http://www.epa.state.il.us/small-business/construction-debris/
• **Source separation** - Similar materials are separated from other wastes at the job site by category (such as wood, metal, and concrete) and sent to processors for recycling.

• **On-site processing** - Recyclable materials are processed on site and made ready for reuse.

With few exceptions, off-site processing facilities must have a permit from the Illinois EPA. The DCCA Guidebook and Directory provide specific guidance on and resources for C&D debris recycling.

**How do I landfill my C&D debris?**

C&D debris can be transported to a permitted facility by any hauler. The hauler is not required to have a special waste haulers permit. You should first call the disposal facility to determine if it accepts C&D debris.

If you have lead-based paint that was removed from non-household waste (for example, paint that was removed from the substrate), the paint waste must be tested by a laboratory using the toxicity characteristic leachate procedure (TCLP) before landfilling. Currently this waste must be managed as a special waste. For more information on special wastes see the Office of Small Business fact sheet "Do I Have a Special Waste." However, management standards for lead-based paint C&D debris may change in the near future with regard to requirements for lead-testing procedures and disposal methods. Call the Office of Small Business for additional information on lead-based paint waste disposal procedures.

**How do I obtain more information?**

For information on regulatory issues related to C&D debris, call the Illinois EPA Office of Small Business Helpline at (888) EPA-1996 or the Illinois Department of Commerce and Economic Opportunity Small Business Environmental Assistance Helpline at (800) 252-3998. All calls are considered confidential and the caller can remain anonymous.

**Related Information**

• Office of Small Business Helpline
• How Do I Manage Asbestos in My Building?
• How Do I Manage Asbestos In My House Or Apartment Building?
• Do I Have a Special Waste?
Representatives from the Illinois Municipal League met with Illinois EPA Director Doug Scott and discussed the new legislation and provisions covering Clean Construction of Demolition Debris (CCDD). Specifically, the conversation focused on the changes in disposing soil that has been removed from public right-of-ways.

Specfically, we discussed the additional cost of disposing the soil as well as the redundant testing procedures that are now required. Also discussed was the fact that the instruments approved to test the soil for volatile organic compounds (VOCs) do not always generate accurate results.

Also discussed was the fact that the instruments approved to test the soil for volatile organic compounds (VOCs) do not always generate accurate results.

When the new legislation became effective on July 30, 2010, IEPA stated in an FAQ posted on their website that soil within a public roadway right-of-way shall be considered industrial/commercial waste and would require, from a professional engineer, certification stating the soil is clean. Since that initial posting, IEPA has amended their position stating that the classification of soil from a public right-of-way can be determined through an agreement between the generator (municipality) and the receiving facility. This change may provide some relief to municipalities if the generators agree to allow soil from a public right-of-way located in a residential area to be disposed of without certification from a professional engineer. However, IEPA stated that they did not believe they had the authority to specifically classify soil in a public right-of-way in a residential area as residential waste. IEPA believes that any policy provision would have to go through the rulemaking process.

IEPA indicated that they will be drafting rules in early 2011 and that IML would be part of the review process.

Members that met with IEPA included:

Mike Drey, Chair, IML Public Works Committee, Director of Public Works, Bolingbrook
Dave Cratnol, Director of Public Works, Lombard
Dale Schepers, Director of Public Works, Tinley Park
Chris Dopkins, Sr. Project Engineer, McMahon Group
Brian Eber, Stormwater Program Manager, Rockford
Joe Schatteman, Research & Information Services Coordinator, IML

For additional information, click here to read "An Analysis of Clean Construction of Demolition Debris Issue."
ANALYSIS OF CLEAN CONSTRUCTION
OR DEMOLITION DEBRIS ISSUE

Senate Bill 3721 (PA 96-1416) was adopted with the intention of making it easier for construction-related services to dispose clean soil in either a quarry or a clean soil only facility. Instead, the new law has only complicated the soil-disposal process.

The new law contains a requirement that the Pollution Control Board produce a definition of soil in two years. Unfortunately, this leaves a two-year period where there is no clear definition of “uncontaminated soil.” This lack of clarity over what constitutes “clean soil” versus “contaminated soil” creates confusion and will make it more difficult to dispose of soil at a clean-soil only facility.

The new law also establishes procedures for the collection of uncontaminated soil at “uncontaminated soil fill operations” and updates the procedures used at “clean construction or demolition debris facilities.” The legislation establishes that the counties within which the “clean construction or demolition debris” (CCDD) facilities are located can collect fees for the disposal of the CCDD or “clean soil.”

BACKGROUND

CCDD is defined as uncontaminated broken concrete without protruding metal bars, bricks, rocks, stone or reclaimed asphalt pavement generated through construction or demolition activities.

There are presently 57 permitted facilities that can accept CCDD. Most of these facilities are located in southern Cook County, Will, Kane, McHenry and Winnebago Counties. Other areas that have these facilities are the Quad Cities, East Peoria, Princeton, Sterling and Rochester.

Under the new law, soil-only facilities are required to be regulated and will have the ability to accept uncontaminated soil. Previously, these facilities accepted only “clean” soil. Uncontaminated soil may be mixed with uncontaminated concrete and be considered CCDD. The problematic issue is that there is nothing that defines what constitutes “uncontaminated soil.”

Past Procedures

Soil testing occurred prior to any soil being transported to a CCDD facility. An exception existed for soil that was certified as not originating from a commercial/industrial site. The load could be disposed of at a CCDD facility upon presentation of acceptable documentation and a passing test at the facility gate. No testing was required for soil transported to a soil only facility because these facilities were not regulated.
Current Procedures
Under the new law, a generator of unwanted soil (e.g. municipality) has to follow the following steps prior to transporting a load to a CCDD facility: (1) document the location, the amount and the date the load was prepared; (2) a certification that the soil has never been used for commercial or industrial purposes or have an engineer certify that the load is clean; (3) confirm that the soil was not part of an environmental clean-up site; and (4) provide documentation of the scientific analysis of the soil. In addition, the operators of a CCDD facility must visually inspect each load and perform a screening test with an approved device, such as a photo ionization detector, to determine if the load contains any volatile organic compounds. The rules that will be created for implementing this activity may contain the same procedures, reduce the number of procedures or expand the steps that are required to be taken. Originally when implementing this legislation, the IEPA interpreted that soil within a public roadway or right-of-way be classified as commercial/industrial waste. Recently, the IEPA has amended their position to state that municipalities should work with the CCDD facility to determine the soil’s classification.

POINTS OF CONCERN

ISSUE 1: Classification of Waste
The IEPA needs to clarify the classification of soil generated from municipal construction or demolition activities.

Recommendation
The interpretation should allow for all public works project sites to be considered residential and not subject to a Professional Engineer certification unless the soil is from inside the boundaries of a site that is in an area that is or was specifically zoned and used for industrial or commercial purposes or the municipality has actual knowledge that the soil is from the contaminated area of a cleanup site regulated by the Leaking Underground Storage Tank laws or the Illinois Site Remediation Program.

ISSUE 2: Lack of a Definition of “Uncontaminated Soil” during Interim Period
Since it is unclear what constitutes uncontaminated soil (at least until the rules are in place which could be up to two years), generators, engineers and operators of uncontaminated soil only facilities will continue to have difficulty determining if a load of soil is “clean.” The legislation provides no interim testing standards during the two year rulemaking process. IEPA has provided some guidance stating that historically, the agency has referenced TACO Tier I standards to rely on what can be constituted as “uncontaminated soil.”

Recommendation
The IEPA should issue guidelines specifically stating that soil meeting TACO Tier I standards would be acceptable as “uncontaminated” soil.

ISSUE 3: No Flexibility after Photo Ionization Detectors Test
The Act requires the operators of uncontaminated soil only facilities to test each load using a device that would detect volatile organic compounds. One example of such a device is a photo ionization detector. The concern that is raised is that this may detect organic compounds that are not volatile organic compounds. If there is a detection by this device, the load may not be accepted and must be disposed at a
landfill site even if the load was certified by a professional engineer and accompanied by laboratory analytical results demonstrating that the soil is uncontaminated.

**Recommendation**
When a load is detected to contain some form of organics but the load has been certified by a professional engineer and accompanied by laboratory analytical results demonstrating that the soil is uncontaminated, the load should be allowed to be returned to the municipality and not be required to be disposed of in a special landfill.

**ISSUE 4:**

**Unnecessary Engineer’s Review**
The Act requires, if the soil was removed from a site that has never been used for commercial or industrial purposes, acknowledgement from a professional engineer that the soil is uncontaminated is required. This requirement has caused significant delays in the process. Other environmental professionals could be equally or even better qualified.

**Recommendation**
This issue would be resolved with the implementation of the above recommendations.
November 17, 2010

The Honorable Barbara Flynn Currie
State Representative
1303 E. 53rd Street
Chicago, Illinois 60615

RE: P.A. 96-1416 Clean Construction or Demolition Debris (CCDD)

Dear Representative Currie:

I am writing on behalf of the Illinois Association of County Engineers (IACE), the statewide organization that represents the County Engineers responsible for overseeing the County Highway Departments and/or Divisions of Transportation in all 102 counties in Illinois.

We recognize and concur with your commitment to environmental stewardship and we understand that highway agencies play an important role in that regard. However, since Public Act 96-1416 Clean Construction or Demolition Debris (CCDD) has been implemented, it is clear that the impact of this legislation on local highway agencies was not well understood at the time of its passage.

It is our understanding that you have participated in a teleconference with the Illinois Road and Transportation Builders Association (IRTBA) regarding various issues related to the legislation. We are also aware that the Illinois State Toll Highway Authority (ISTHA) and the Illinois Department of Transportation (IDOT) have expressed similar concerns. The IACE shares the concerns expressed by the road construction industry and we recommend four important modifications to the CCDD legislation and its implementation which are described below.

1) Issue: Rigid land use classification interpretation by IEPA is unduly burdensome on local highway agencies.

The IACE is concerned that the IEPA has classified road right-of-way as a “Commercial / Industrial” land use. In other words, all public rights-of-way have been placed in the highest-risk category. It is our understanding that IEPA may be reconsidering this interpretation, but it is unclear to us if that has occurred as of the date of this letter. This interpretation is excessively burdensome to local agencies and contractors working on public roadways and appears to extend beyond legislative intent of this Act.
Recommendation 1:
The IEPA should modify the land use classification of roadways to correspond to the land use category of the property adjacent to the roadway. The enforcement of this interpretation of the Act should be delayed until legislation is amended that defines highway construction and maintenance to reflect this recommendation.

2) Issue: The Act lacks interim testing standards and methodology for testing.
The legislation provides no interim testing standards, guidelines or methodologies for testing during the rule making process which we understand is anticipated to be on the order of two years. Threshold values for (concentrations of) various chemicals that would require excavated material to be transported to a landfill versus material that can be disposed at a CCDD site have not been established. Due to this fact it is likely that engineers will generally be conservative and accepted levels of certain chemicals considered acceptable may vary based on the judgment of individual engineers which will likely result in increased project costs on both local and state projects.

Recommendation 2:
The implementation date should be postponed until appropriate rules have been adopted, following appropriate consultation with the engineers, public works officials, utilities and other interested parties that perform construction or maintenance operations on public roadways. Consideration should be given to the adoption of interim threshold values and testing methods used in adjacent states that have already enacted similar legislation until agreement can be reached for the appropriate threshold values and testing methods with this Act.

3) Issue: The implementation date did not consider existing contracts.
Immediate implementation of the Act did not consider that the cost of tipping fees at CCDD sites were not budgeted by contractors.

Recommendation 3:
A grandfather clause should be included to designate that no tipping fees be imposed on contracts between CCDD sites and contractors for projects that were in place prior signing of the Act.

4) Issue: the Act will cost the state and local agencies additional expenses with questionable benefits. The legislative record indicates the bill would save the state money and would not negatively impact transportation. It is now clear that the legislation would be extremely costly to the state and local agencies. IDOT calculates the Act could cost the state a minimum of $40 million. Collectively, local highway agencies (counties, municipalities, and township road districts) would experience a minimum increase of $20 million on an annual basis. It is important to note that Phase I and Phase II engineering are performed on any
construction project where federal funds are used. Therefore, many projects include significant environmental screening and analysis before construction is ever undertaken. While some additional verification may be required during construction to confirm material being transported to CCDD sites it is not contaminated, we believe in general this testing should primarily focus on projects where a Phase I engineering report was not prepared.

Recommendation 4:
Testing should be focused on projects and/or maintenance activities where Phase I engineering was not conducted to the construction or maintenance.

Thank you for giving IACE the opportunity to comment on our concerns regarding issues related to the Act. If you have any questions or need additional information please do not hesitate to contact me. I look forward to further collaboration with you on this very critical issue. Please allow IACE to be used as a resource for providing information to you as representative of a voice for the County highways throughout Illinois.

Very truly yours,

Carl Schoedel, P.E.
President

cc: Senator Don Harmon
Secretary Gary Hannig, IDOT
Doug Scott, IEPA
Kristi Lafleur, Illinois Tollway
John Kamus, Governor’s Legislative Office
Michael J. Sturino, President & CEO, IRTBA
October 27, 2010

The Honorable Barbara Flynn Currie
State Representative
1303 E. 53rd Street
Chicago, Illinois 60615

Re: P.A. 96-1416

Dear Representative Currie:

I am writing on behalf of the Illinois Road and Transportation Builders Association (IRTBA), the largest statewide organization of companies that design, build and maintain the state roadways, transit, railways and aviation systems.

As you know, the Governor signed into law P.A. 96-1416 (SB 3721), which is also known as the Clean Construction and Demolition and Debris (CCDD) Act. The IRTBA commends you for your commitment to environmental stewardship; we share that commitment. We appreciate the opportunity to participate in the recent conference call regarding the CCDD. During that teleconference, you asked the IRTBA to submit various issues and recommendations in writing.

Pursuant to that request, please find the IRTBA’s concerns and recommendations:

1) Issue: Rigid classification interpretation by IEPA is unduly burdensome on contractors.

The IRTBA is concerned that the IEPA has classified materials from road building as "Commercial / Industrial" by adopting the wholly unrelated TACO (Tiered Approach to Corrective Action Objectives) approach to land use classification. This was an inappropriate and unwarranted interpretation that has proven to be excessively burdensome on contractors and agencies that operate public interstates and roadways. In addition, this interpretation appears to be far beyond the legislative intent of this Act.

Recommendation:
The IEPA should rescind its adoption of the TACO standard for CCDD land use classification. The enforcement of the Act should be stayed until the legislation is amended and defines highway construction in a separate category outside of the agricultural, residential, conservation, commercial or industrial categories. In addition, an exemption should be included for state and local transportation agencies, counties, townships and municipalities that construct, operate and maintain public interstates, roadways, easements and right-of-ways for public works.
2) Issue: The Act lacks interim testing standards and methodology for testing.  
The legislation, as written, provides no interim testing standards, guidelines or methodologies for testing during the two year rule making process. Consequently, engineers do not know what to test for. Toxic chemicals and chemical levels are not defined in the law. Methodology to follow as it relates to duration, location, and how many loads to test are all unclear. All of this quite often leads to conservative conclusions that could cost the taxpayers substantial sums of money while providing negligible benefit to the citizens of Illinois.

Recommendation:  
The implementation date should be postponed until the rules have been adopted, following appropriate consultation with the industry transportation and engineering communities.

3) Issue: The implementation date did not take contract dates into consideration.  
Immediate implementation does not allow for the fact that current contracts did not include cost of testing or disposal at facilities other than CCDD landfills in the budgeting. Under Section 22.51b, the law allows IEPA to assess and collect a new “tipping fee” on CCDD and uncontaminated soil accepted at CCDD fill operations. The proceeds will be used by IEPA for inspection and enforcement activities related to the use of CCDD and uncontaminated soil as fill. The state tipping fee for CCDD fill sites approximately $2 for each load is $0.20 cents per cubic yard or $0.14 per ton for materials received at sites. In addition, local governments can impose their own tipping fee of up to 10 cents per cubic yard or 7 cents per ton for materials received at CCDD sites. Who pays the fee is unclear. The enforcement of this provision interferes with current contracts, as none of those contracts contemplated this additional cost. Currently there are no guidelines in place to determine how these fees should be handled in the current contracts. Similar consideration needs to be resolved regarding additional tipping fees, which can be 4 - 6 times the tipping fee for CCDD spoils.

Recommendation:  
A grandfather clause must be included to provide that no testing requirements or tipping fees will be imposed on contracts that were signed prior to the date the rules have been adopted. It appears that this provision may be implemented by IEPA without further legislative action.

4) Issue: The Act will cost the state, municipalities and counties unnecessary expense and may not produce the desired outcome.  
The legislative record indicates that the bill would save the state money and would not negatively impact transportation. It is now clear, however, that the legislation will cost the state, municipalities and counties millions of dollars, and delay highway construction. By IDOT's own calculation, this Act could cost the state at least $40 million dollars, and the municipalities an additional $20 million per year. There are already phase 1 and phase 2 testing on highway construction projects. Now a third redundant test is required that may still not produce the desired effect.

Recommendation:  
The current testing protocols must be sufficient in transportation construction projects.
5) Issue: The Act created variability of testing cost.
Additional testing may be costly. Determining the cost of testing varies due to the type of testing, dumping fees and the potential haul distances. Hundreds of loads of debris can be removed from a single construction site. In addition, it may be difficult to determine how many layers of debris will need to be removed until after the jobs have started and how many loads will be "unclean" and cost more to dump. Lacking limitations, some engineers will require additional testing before they will sign off that a load is clean. Indeed, it has been found that even with routine sidewalk replacement that may extend through a number of city blocks, dozens of separate tests are required. Consequently, this will make it very difficult to provide accurate estimates in preparation for bids, will lead to cost overruns, will lengthen the time to complete a project and will further public inconvenience.

Recommendation:
Guidelines and rules must contain limitations on the amounts of loads of debris to be tested and the types of testing that is required.

6) Issue: The requirement for an engineer's signature and seal is not necessary.
The Act requires a stamp or seal from a licensed engineer or signoff on the LPC662 or LPC663 Form "from the owner or operator of the site from which the soil was removed that the site has never been used for commercial or industrial purposes and is presumed to be uncontaminated." This requirement has caused significant delays in the process, and may be unwarranted. Other environmental professionals could be equally or even better qualified to sign off on the document. In addition, there are times when utility relocation and restorations are required on an emergency basis during these projects and an engineer or other environmental professionals are not available. A professional engineer's seal is simply unnecessary and overly burdensome.

Recommendation:
Substitute environmental professional for the current requirement for a P.E. signature and seal.

Again, thank you for your time and dedication to the industry. If you have any questions or need additional information, please do not hesitate to contact me. I look forward to further collaboration with you on this very critical issue. Please continue to utilize the IRTBA as a resource for gathering transportation information in the future.

Sincerely,
Michael J. Sturino
President & CEO
Illinois Road and Transportation Builders Association

cc: Senator Don Harmon
Secretary Gary Hannig, IDOT
Doug Scott, IEPA
Kristi Lafleur, Illinois Tollway
John Kamus, Governor's Legislative Office
January 25, 2011

Jeff Wilkins, County Administrator
Kendall County
111 W. Fox Street
Yorkville, IL 60560

RE: Notice of Meeting of the Joint Review Board for the City Center Tax Increment Financing Redevelopment Plan and Program

Dear Taxing District Representative:

As stated in a previous letter dated January 14, 2011, a Joint Review Board meeting will be held on Thursday, February 3, 2011 at 6:00 p.m., at the Plano City Hall, 17 East Main Street, Plano, IL 60545. You may wish to attend or have a representative present at the said date and be able to serve on the Joint Review Board on your behalf. A copy of the proposed City Center Tax Increment Financing Redevelopment Plan and Amendment was enclosed with the previous letter for your review. If you would like an electronic copy of this document, please contact Mike Hoffman at mhoffman@TeskaAssociates.com or Tom Karpus (Plano’s Building, Planning, and Zoning Director) at bpz@comcast.net.

As established in the previous letter: Notice is hereby given that the City of Plano shall convene a Joint Review Board to consider the proposed approval of the City Center Tax Increment Financing Redevelopment Plan and Program, designation of the Redevelopment Project Area, and adoption of tax increment financing. The Project Area is located within the core central area of the City of Plano, also known as the “City Center.” In addition, the Project Area generally includes parcels located east of Little Rock Road, south of North Street, west of Mitchell Drive, and north of Dearborn Street, as well as additional parcels along Needham Road, Plano Middle School and the conservation area along the west bank of Big Rock Creek. The Project Area contains approximately 259 structures on 273 parcels, and encompasses approximately 578.5 acres.

Teska Associates, Inc. is a consultant for the City of Plano, preparing all of the relevant TIF documents. Should you have any questions regarding the proposed City Center Tax Increment Financing District prior to the Joint Review Board meeting, please contact Tom Karpus at 630-552-8425.

Sincerely,

Mike Hoffman, AICP, RLA, Vice President
Teska Associates, Inc.
CITY CENTER TIF
TAX INCREMENT FINANCING
REDEVELOPMENT PLAN & PROGRAM

City of Plano, Illinois

PRELIMINARY DRAFT
January 6, 2011

Prepared by Teska Associates, Inc.
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INTRODUCTION

This report documents the Tax Increment Redevelopment Plan and Program (the “Redevelopment Plan”) for the City Center TIF Redevelopment Project Area (the “Project Area”). Plano’s City Center is encompassed by the City’s central core area, which includes Downtown Plano and adjacent neighborhoods. To encourage new investment and redevelopment within the City Center and the surrounding area, the City of Plano is exploring the potential to utilize tax increment financing (TIF) as a tool to facilitate development. With the recognized goals of conserving the taxable value of land and buildings, and protecting the character and the stability of the commercial, industrial, civic, recreational, and residential areas within Plano, the City has retained Teska Associates, Inc. to evaluative properties within the City Center and the surrounding area to determine if certain properties are TIF eligible.

The preceding TIF Eligibility Findings Report (Appendix A) indicated that the Project Area as a whole qualifies as a conservation area according to the criteria established by the Tax Increment Allocation Redevelopment Act, 65 ILCS 5/11-74.4-1, et seq., as amended (the “Act”). As a result of the Project Area qualifying as a conservation area, TIF becomes an appropriate tool for the City of Plano to explore because a TIF can attract redevelopment by eliminating the conditions that inhibit private investment, weaken the City’s tax base, affect the safety of community residents, and hinder the City’s ability to promote a cohesive development of compatible land uses.

This Redevelopment Plan is indicative of a strong commitment and desire on the part of the City to improve and revitalize the City Center and adjacent neighborhoods. The Redevelopment Plan is intended to provide a framework for improvements and reinvestment within the Project Area over the next 23 years. The goal of the Redevelopment Plan is to encourage the redevelopment of existing obsolete and deteriorating buildings and sites, including the revitalization of vacant and underutilized buildings for uses that will contribute to the economic strength and vitality of the community. Figure 1 illustrates the boundaries of the Project Area.

While some properties have been partially improved or reutilized for various uses, much of the area remains underutilized or holds the potential for redevelopment. With the recognized goals of conserving the taxable value of land and buildings and protecting the character and the stability of the residential, commercial, institutional, and industrial uses within the City Center and adjacent neighborhoods, the City has decided to take direct action to encourage redevelopment efforts within the Project Area. City officials have determined that, without direct municipal involvement and financial assistance, the City’s goals and objectives for this area – particularly the market-based recommendations for short-term catalyst projects and long-term development projects identified in Plano’s 2006 City Center Plan – cannot be met. To encourage new investment in the Project Area, the City of Plano has created the following Redevelopment Plan to identify an effective approach to facilitate development.

In the year following the 2005 update of its Comprehensive Plan, the City of Plano adopted the City Center Plan as a document outlining market-based recommendations for short-term catalyst projects and long-term development projects aimed at establishing a framework for future commercial development in Plano’s central core area. While commercial properties are prevalent in the City Center, other uses such as residential, civic, and some industrial are also located within and around the City Center.
DESCRIPTION OF THE PROJECT AREA

The boundaries of the Project Area have been carefully established to include those properties that will gain an immediate and substantial benefit from the Redevelopment Plan. Due to various factors, substantial private investment has not occurred in the Project Area. The Project Area is located within the core central area of the City of Plano, locally known as the City Center. In addition to encompassing Downtown Plano and the City Center District, the City Center TIF Project Area generally includes parcels located east of Little Rock Road, south of North Street, west of the Mitchell Drive, and north of Dearborn Street. The Project Area also includes a few additional parcels beyond these boundaries, including parcels along Needham Road, Plano Middle School, and the conservation area/open space along the west bank of Big Rock Creek. Covering approximately 578.6 acres, the Project Area contains 259 structures on 273 parcels, and covers 43 blocks or parts thereof. Figure 1 illustrates the boundaries of the Project Area.

Commencing in October 2010, a study was undertaken, consistent with the Act and related procedural guidelines, to determine the eligibility of the proposed redevelopment Project Area. Determination of eligibility of the Project Area for TIF was based on a comparison of data gathered through field observation by Teska, document and archival research, and information provided by the City of Plano and Kendall County, against the eligibility criteria set forth in the Act. As detailed in Appendix I of this Redevelopment Plan, the Project Area is eligible for designation as a "conservation area" due to the predominance and extent of the following factors:

1. Age
2. Obsolescence
3. Deterioration of surface improvements
4. Presence of structures below minimum code standards
5. Excessive vacancies
6. Environmental remediation
7. Lack of community planning
8. Decline in equalized assessed value (EAV)

LEGAL DESCRIPTION

See Appendix B
REDEVELOPMENT GOALS & OBJECTIVES

The Redevelopment Plan seeks to respond to a number of issues and market conditions within the Project Area that have contributed to the inability to achieve the vision for community development established by the City, particularly as outlined in the 2006 City Center Plan. Consistent with the City’s planning efforts, this Redevelopment Plan is indicative of a strong commitment on the part of the City to revitalize the City Center and adjacent neighborhoods by capitalizing on redevelopment opportunities.

The primary goals of the Redevelopment Plan are to:

1. Strengthen the employment, commercial, residential, civic, and recreational components of the Project Area through the improvement of existing utilities, facilities, and infrastructure, and

2. Induce the rehabilitation or redevelopment of existing deteriorated, underutilized, and vacant buildings and sites for new and/or improved uses.

3. Promote the City Center as a center of business activity and economic growth both locally and regionally.

4. Acquire new and expand and upgrade existing municipal facilities within the Project Area to provide the necessary infrastructure for redevelopment as well as encourage private investment.

5. Encourage private investment to upgrade existing deteriorated buildings and sites.

6. Encourage private investment to redevelop vacant and underutilized buildings and sites.

7. Explore carefully selected and positive financial and regulatory incentives that support the retention, expansion, and relocation of businesses to and within Plano.

8. Promote, retain, and attract businesses that provide a diverse base of employment opportunities.

9. Provide the necessary beautification improvements to attract and encourage private investment.
INTEGOVERNMENTAL AGREEMENT SUPPLEMENTING AND AMENDING
THE INTERGOVERNMENTAL AGREEMENT CREATING KENDALL COUNTY
EMERGENCY PHONE SERVICE AND COMMUNICATIONS BOARD OF MAY 24, 2007

THIS INTERGOVERNMENTAL AGREEMENT is entered into this ___ day of
________________, 2011, among the County of Kendall, City of Plano, the United City of
Yorkville, the Village of Oswego, the Village of Newark, Lisbon-Seward Fire Protection
District, Newark Fire Protection District, Little Rock-Fox Fire Protection District, Bristol-
Kendall Fire Protection District and Oswego Fire Protection District (collectively, the
“Participating Governments”).

RECITALS:

WHEREAS, the voters of the County of Kendall approved the imposition of a monthly
surcharge on all network connections provided by telecommunication carriers (the “Surcharge”)
for the purpose of establishing an Enhanced 9-1-1 Emergency Telephone Service pursuant to the
Emergency Telephone System Act of the State of Illinois (50 ILCS 750/1 et seq.) (the “Act”); and,

WHEREAS, on May 24, 2007, the Participating Governments entered into an
Intergovernmental Agreement (the “Original Agreement”) pursuant to Article VII, Section 10 of
the 1970 Constitution of the State of Illinois and the Illinois Governmental Cooperation Act (5
ILCS 220/1 et seq.) for the purpose of establishing a centralized combined dispatch and
communication system to provide police, fire and emergency dispatch services to the residents of
the Participating Governments to be known as KenCom; and,

WHEREAS, as provided in the Original Agreement, it has always been understood and
agreed that the first source of revenue to pay all costs of operation of KenCom was to be the
Surcharge and any costs in excess thereof were to be paid by the County of Kendall; and,
WHEREAS, the costs of operation have exceeded the revenues derived from the Surcharge in excess of an amount the County of Kendall is able to pay, and, therefore, requires the Participating Governments to reorganize KenCom and supplement and amend the Original Agreement in order to provide for the increasing costs of operations in order to continue to provide an Enhanced 9-1-1 Emergency Telephone Services (the “9-1-1 System”) to their respective residents; and,

WHEREAS, it has been demonstrated that the combined Participating Governments of the City of Plano, the United City of Yorkville and the Village of Oswego currently account for more than fifty percent (50%) of the calls made and dispatched through the 9-1-1 System but also account for more than fifty percent (50%) of the population of the County of Kendall as demonstrated by the 2009 population projections of the United States Census Bureau, thereby accounting for not less than a minimum of fifty percent (50%) of the income tax distributed by the Illinois Department of Revenue to the County of Kendall; fifty percent (50%) of the real estate taxes collected by the Treasurer of Kendall County and approximately seventy-four percent (74%) of the County of Kendall public safety tax and sales tax collections; and,

WHEREAS, it has been determined that a portion of the shortfall in revenues to operate the 9-1-1 System should be borne by the Participating Governments but only in the event a referendum is set before the voters of Kendall County providing for an increase in the Surcharge and such referendum fails to be approved, all as hereinafter set forth.
NOW, THEREFORE, in consideration of the mutual covenants contained herein, the Participating Governments hereby agree as follows:

ARTICLE I. IN GENERAL.

1. The Recitals, as set forth above, are hereby incorporated into this Agreement as if fully set forth herein.

2. The County of Kendall has provided the physical location of the 9-1-1 System of KenCom and is willing to continue to provide its location at the County offices, 1102 Cornell Lane, Yorkville, Illinois.

ARTICLE II. KENCOM EXECUTIVE BOARD.

1. KenCom shall be governed by an Executive Board hereby authorized to perform the following functions:

   (a) Operate the 9-1-1 System and Public Safety Answering Point ("PSAP") and provide for all necessary upgrades as may be required by all boards and agencies having jurisdiction over the 9-1-1 System;

   (b) Operate a conventional dispatch system for police, fire and all emergency services and employ such persons as necessary to efficiently conduct such operation;

   (c) Determine the amount of the Surcharge necessary to operate and recommend to the County Board of the County of Kendall any increase thereof as may be required in order to maintain the 9-1-1 System and the services provided by KenCom; and,

   (d) Prepare the annual budget for the operation of the 9-1-1 System.

2. The Executive Board of KenCom shall consist of 15 members, each of whom shall have the ability and experience to administer the 9-1-1 System and shall include the following:
(a) The Sheriff of the County of Kendall who shall serve as an ex-officio member.

(b) One member and one alternative member, of the County Board of the County of Kendall to be appointed by the Chairman of the County Board with the advice and consent of the Count Board. The alternate will serve in the absence of the member.

(c) Two members from each of the three municipalities of the City of Plano, the United City of Yorkville and the Village of Oswego, and one member from the Village of Newark each such member to be appointed by the Mayor or President of the respective municipalities as the case may be; and one alternative who shall be appointed for each of the municipalities to serve in the absence of any one of their respective members. It is further understood and agreed that in the event the Village of Newark establishes its own police force, it shall be entitled to an additional member.

(d) One member from among the Trustees and one alternate from among the Trustees or the Chief from each of the five Fire Protection Districts of Lisbon-Seward, Newark, Little Rock-Fox, Bristol-Kendall, and Oswego which member and alternate shall be appointed by the respective President of each of the Fire Protection Districts with the advice and consent of the Fire Protection District Board of Trustees. The Alternate shall serve in the absence of the member.

(e) One member shall be a Member-at-large who is a registered voter of the County of Kendall who shall be appointed jointly by the four municipalities.

(f) Only one person from the County of Kendall, the Fire Protection District, the Village of Newark and the member-at-large may cast a vote. Both members appointed by the Cities of Plano and Yorkville and the Village of Oswego may cast a vote. Alternates may only vote in the absence of the member appointed to the KenCom Executive Board. When the member is present, the alternate may not vote nor may such alternate constitute a member for purpose of determination of a quorum.

3. Eight members of the Executive Board shall be deemed to constitute a quorum.

All actions taken by the KenCom Executive Board will follow procedures established in Roberts Rules of Order, except that a veto of any action may occur upon a vote of six (6) members.
4. Any Participating Government may, by giving 1,460 days notice to the Chairman of the County Board, withdraw from KenCom providing that compliance be made with 83 Illinois Administrative Code, Part 725. Said notice shall be in writing and signed by the President of the Fire Protection District or the Mayor or Village President of the municipality.

5. Members or alternates of the KenCom Executive Board may only be removed by the official of the Participating Governments making the appointment of such member or alternate to the Executive Board. Any vacancy on the KenCom Executive Board must be filled within 90 days, or the County Board Chairman of the County of Kendall shall appoint a member from such Participating Government who meets the same qualifications as set forth above.

6. The members of the KenCom Executive Board as appointed hereunder shall meet not less than annually and organize or reorganize in accordance with the rules or organization in Robert’s Rules of Order, including but not limited to the election of a President, Secretary and such other officers as the Board may deem from time to time necessary. It is expressly agreed, however, that all members of the KenCom Executive Board as hereinabove structured shall be eligible for the office of President except for the Sheriff of Kendall County.

7. The Participating Governments expressly acknowledge that protocols may differ for dispatch among the Participating Governments and the County Sheriff’s office. It is the intent of this Intergovernmental Agreement that central dispatch shall accommodate the individual needs of all parties to this Agreement to the extent standardization requirements of the Illinois Commerce Commission permit.

**ARTICLE III. KENCOM OPERATIONS BOARD.**

7. There is hereby established an Operations Board of KenCom, the purpose of which is to coordinate, monitor and oversee the actual operation of all communications under the
jurisdiction of the KenCom Executive Board subject only to policy being established by
KenCom Executive Board. The Operations Board shall contain representatives from each unit of
the Participation Governments as hereinafter set forth:

<table>
<thead>
<tr>
<th>Name of Unit of Local Government</th>
<th>Number of Members</th>
</tr>
</thead>
<tbody>
<tr>
<td>Kendall County Sheriff’s Office</td>
<td>1</td>
</tr>
<tr>
<td>United City of Yorkville</td>
<td>2</td>
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<tr>
<td>Village of Newark</td>
<td>1</td>
</tr>
<tr>
<td>City of Plano</td>
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<tr>
<td>Village of Oswego</td>
<td>2</td>
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<tr>
<td>Lisbon-Seward Fire Protection District</td>
<td>1</td>
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<tr>
<td>Newark Fire Protection District</td>
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<td>Little Rock –Fox Fire Protection District</td>
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<td>Oswego Fire Protection District</td>
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<td>Bristol-Kendall Fire Protection District</td>
<td>1</td>
</tr>
</tbody>
</table>

Appointment as a member or alternate to the KenCom Operations Board shall be
made by their respective Participating Governments.

2. The KenCom Executive Board shall delegate to the Operations Board the
responsibility of the planning, design and operations of the 9-1-1 System. It is the intention of
this Agreement that the KenCom Executive Board shall continue to operate as the fiscal and
policy oversight Board for the 9-1-1 System.

3. The KenCom Operations Board shall review and authorize payment by the
Treasurer of the Executive Board of bills as they become due, on a monthly basis, as long as they
are a part of the approved budget. At the quarterly meeting of the KenCom Executive Board, a
report shall be presented by the Board’s appointed Treasurer, listing all bills paid for their review and approval.

ARTICLE IV. REVENUE SOURCES FOR OPERATION.

1. The County of Kendall hereby covenants and agrees to pay no less than $1,840,000 for the operation of KenCom dispatching services commencing fiscal year 2012-2013 (the “Base Contribution”) to be increased by one percent (1%) each fiscal year thereafter. In order to assure that there are sufficient revenues to operate these services in the future, the County of Kendall further agrees to take any and all action as may be required to submit to all of the voters of the County of Kendall the question of whether the Surcharge shall be increased to $1.25 per line connection (the “Referendum”) at the very next election where submission of such questions is permitted. If the Referendum fails to be approved by a majority of voters, the County of Kendall shall submit the question again at an election permitting the question to be placed on the ballot within two years of the first election at which the Referendum failed to be approved.

2. In the event the Referendum is not approved by a majority of voters after two submissions of the question, or such increase is not sufficient to pay the costs of operating KenCom dispatching services, commencing May 1 in the year immediately following the second election, the Participating Governments shall pay any costs in excess of the Base Contribution increased by one percent (1%) each fiscal year after 2012-2013 (the “Excess Costs”) committed by the County of Kendall, which Excess Costs shall be divided in accordance with the actual usage of the system allocating the shared cost proportionately based upon the prior three year average of the actual ticket count calls made to each of the Participating Governments.
3. Surcharge revenues and the annual payment of the County of Kendall shall be reviewed annually to determine the amount, if any, of the Excess Costs and a new calculation of actual usage of the dispatching system and allocation of payment of the Excess Costs. Upon such review, the allocation of Excess Costs shall be reapportioned among the Participating Governments on the bases of the prior three year average of the ticket count calls.

4. In the event the laws of the State of Illinois are amended to provide an additional funding source or terminate an existing funding source for the 9-1-1 System, the Participating Governments hereby covenant and agree to amend this Intergovernmental Agreement to reflect such change in the law.

ARTICLE V. MUTUAL AGREEMENTS.

1. Any Participating Government may hereafter choose to operate dispatch locally providing all E-9-1-1 dispatch shall continue under the auspices and operation of KenCom.

2. The parties hereto agree that this Intergovernmental Agreement shall be reviewed annually.

3. No compensations shall be paid to any member of the KenCom Executive Board for official duties as a member of the KenCom Executive Board.

4. KenCom Executive Board and the Operations Board shall comply with and be subject to the Open Meetings Act and the Freedom of Information Act. The Executive Board shall meet not less than quarterly and shall comply with the statutes of the State of Illinois regarding meetings.

5. This Intergovernmental Agreement shall be successor to all prior agreements and all prior Agreements are hereby nullified and repealed including the Original Agreement.
6. If any provision of this Intergovernmental Agreement is held to be invalid, that provision shall be stricken from this Agreement and the remaining provisions shall continue in full force and effect to the fullest extent possible.
Dated this ___ day of ________________, 2011.

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

County of Kendall  

By: ____________________________  
Chair, Kendall County Board  

Attest: ________________________  
County Clerk

United City of Yorkville  

By: ____________________________  
Mayor

Attest: ________________________  
City Clerk

Kendall County Sheriff's Office  

By: ____________________________  
Kendall County Sheriff

Attest: ________________________  
Clerk

City of Plano  

By: ____________________________  
Mayor

Attest: ________________________  
City Clerk

Village of Newark  

By: ____________________________  
President

Attest: ________________________  
Village Clerk

Village of Oswego  

By: ____________________________  
President

Attest: ________________________  
Village Clerk

10
Village of Oswego

By: ____________________________
Chair, Kendall County Board

Attest:

__________________________
Village Clerk

Newark Fire Protection District

By: ____________________________
President

Attest:

__________________________
Clerk

Bristol-Kendall Fire Protection District

By: ____________________________
President

Attest:

__________________________
Clerk

Lisbon-Seward Fire Protection District

By: ____________________________
President

Attest:

__________________________
Clerk

Little Rock-Fox Fire Protection District

By: ____________________________
President

Attest:

__________________________
Clerk

Oswego Fire Protection District

By: ____________________________
President

Attest:

__________________________
Clerk
Present at the meeting were Committee Chair Koukol, Ms. Hafenrichter, Mr. Davidson, and Ms. Petrella. Also present were Ms. Martin, Mr. Shaw, Eric Weis, Tina Varney, Vicki Chuffo, Nikki Kollins, Becky Morganegg, Judge McCann, Sgt. Rob Leinen and Commander Rob Wollert.

I. CALL TO ORDER
The meeting was called to order in the Grand Jury Room by Mr. Koukol at 3:00PM.

II. APPROVAL OF MINUTES OF LAST MEETING
Ms. Hafenrichter moved to approve the minutes of the December 22, 2010 meeting. Ms. Petrella made the second. Motion passed unanimously.

III. OLD BUSINESS – Mr. Koukol spoke about the condition of the entry steps to the courthouse. Ms. Martin reported the matter is being addressed by the Facilities Management committee and Gilbane.

IV. NEW BUSINESS – Update on Training Seminars – Tina Varney reported there were approximately 300 attendees at the recent seminar presented by Dr. Edward Latessa from the University of Cincinnati, in Ohio. His presentation was “What Works and What Doesn’t in Reducing Recidivism: Applying the Principles of Effective Intervention.” The seminar was very informational.

Suzanne Petrella attended a workshop in Elgin on Seniors & Scams. She asked if information is being disseminated in our county to help seniors avoid scams. Commander Wollert explained what has been done in Kendall County in the past.

V. STATUS REPORTS –
Probation – Tina Varney’s report stated during the month of December 2010 Kendall County had nine (9) admissions to the Kane County Juvenile Justice Center. The number of days paid to Kane County at $90/day was 89, totaling $8,010.00. The number of days paid to Kane County at $100/day was zero (0) for a grand total of $8,010.00 for the month. Tina distributed the FY2010 Annual Report for Court Services. Highlights include: Court Services employed seventeen positions. Susanne Hayden was honored by the Illinois Probation & Court Services Assoc. with a Distinguished Service Award during the Fall 2010 Conference. A second Adult Administrative Position was added in order to divide the quickly expanding caseload. The Administrative Office of the Illinois Courts requires Court Services Probation Officers & Managers complete a minimum of 20 hours of continuing education each year. During FY20 department employees completed 745 hours of training on various topics. Data reflects an increase in the juvenile caseload, while the adult caseload has remained relatively constant. Kendall County processed 533 juvenile referrals from local police jurisdictions during FY09 while 521 were processed in FY10. Kendall County received $164,216.09 in salary reimbursements during FY10. Court Services continued to participate in the Illinois Medicaid reimbursement program which refunds money to counties for juvenile residential placement. Kendall County Court Services remains committed to the implementation of Evidence-Based Principles.

Circuit Clerk –Becky Morganegg had no report.
Public Defender – Vicki Chuffo reported numbers are down by about 100, mostly in traffic and DUI’s.
State’s Attorney – Eric Weis reported his office is working with the Sheriff and Circuit Clerk’s Offices concerning a new fee that’s imposed for arresting agencies which will mean additional revenues for these offices.

Courthouse –Judge McCann reported on his attendance at the Evidence-Based Seminar. The emphasis will be to concentrate on services that work. Judge McCann has hired two PT bailiffs who will work up to 599 hrs. (each) per year. That will mean an approximate 10.5 hr. work week and they will be paid hourly. He intends to hire 1-2 more PT’s over the next few months.

V. ADJOURNMENT - The next meeting is scheduled for February 23, 2011 at 3PM.
Ms. Hafenrichter moved to adjourn at 3:26 PM with a second from Ms. Petrella. Motion passed.

Respectfully submitted,
Mimi Bryan
Animal Control Meeting
January 19, 2011
Facilities Management Board Room

Call to Order: Meeting was called to order at 9:05 am by Anne Vickery.
In attendance: Anne Vickery, Suzanne Petrella, Nancy Martin, Joe Trupiano, Christine Johnson, Dr. Schlapp, Dan Koukol, Jeff Wilkins and Mimi Bryan.

Approval of Agenda: Ms. Martin moved to approve the agenda with a second from Ms. Petrella. Motion passed.

Staffing Report:
Christine Johnson reported she and Jeff Wilkins have been working on a plan. A hand-out showing hourly rates for PT employees was distributed with recommendations for Carol Jost 4 hours @ $11.22/hr; Ray May 30 hours @ $9.62/hr; New PT 30 hours @ $10/hr; Josh Knudson 16 hours @ $8.25/hr; and Forrest Duvick 16 hours @ $8.25/hr for a total of $46,673. The budget allows for $45,360 which is a $1,313 deficit. Committee members Martin and Petrella voiced concern about a new part-timer being paid more for the same amount of hours as a current employee. The compromise is to pay each 30 hour part-timer at a rate of $9.75/hour. The new part-timer would be expected to take on office duties not currently being done with the understanding there is room for growth. The new hire will be evaluated within 90 days of employment.

Warden Report:
Report ending December, 2010 showed a total of four pickups: one from Yorkville and 3 from Oswego; total number of bites – three; currently have a golden, a lhasa apso and a pit bull. Total number of animals in house: dogs – 10; cats – 15; kittens - 1

Accounting Report:
Joe Trupiano distributed the Financial Statement for December, 2010. Total revenues for the month were $14,781.72 or 9.15% of YTD budget; expenditures were $8,034.79 or 5.10% of YTD budget. Dr. Schlapp opened discussion concerning all county veterinary clinics/hospitals being afforded the opportunity to offer spaying/neutering as a service when animals are adopted from KC Animal Control. Currently that service is provided by the Yorkville Animal Hospital. Ms. Martin asked Dr. Schlapp if he would be willing to match their fee. While the fee is below his rate, Dr. Schlapp said he would be willing to perform the service for that fee. Ms. Martin moved a voucher be established to provide vets reimbursement for the spaying/neuter service. Ms. Vickery requested Jeff Wilkins work on such a voucher to include all clinics in Kendall County. Ms. Petrella seconded the motion. Motion passed.

New Business:
Animal Welfare Act Changes – Christine distributed a letter from Mark Ernst, D.V.M., State Veterinarian to the committee.
It stated that Public Act 096-1470 went into effect January 1, 2011 to create a section regarding information on dogs and cats available for adoption by an animal shelter or animal control facility. Beginning January 1, 2011, animal shelters and animal control facilities must provide to the public the following information to the best of their knowledge:

1. The breed, age, date of birth, sex, and color of the dog or cat if known, or if unknown, the animal shelter or animal facility shall estimate to the best of its ability.
2. The details of any inoculation or medical treatment that the dog or cat received while under the possession of the animal shelter or animal control.
3. The adoption fee and any additional fees or charges.
4. If the dog or cat was returned by an adopter, the date and reason for the return.
5. The following written statement: “A copy of our policy regarding warranties, refunds, or returns is available upon request.”
6. The license number of the animal shelter or animal control facility issued by the Illinois Department of Agriculture.

The information must be posted in a conspicuous place on or near the cage of any dog or cat available for adoption. If this information is not posted on the cage, the cages must be clearly identified and a sign must be posted by the cages stating where the information is located. This information must be located in an area readily accessible to the public.

The adopter shall be provided the information listed above in written form at the time of adoption and the animal control facility or the animal shelter shall have an acknowledgment of the disclosure form. The form must be signed by the adopter and an authorized representative of the facility. The form shall include the following:

1. A blank space for the dated signature and printed name of the authorized representative handling the adoption on behalf of the animal shelter or animal control facility, which shall be immediately beneath the following printed statement: “I hereby attest that all of the above information is true and correct to the best of my knowledge.”
2. A blank space for the dated signature and printed name of the adopter, which shall be immediately beneath the following statement: “I hereby attest that this disclosure was posted on or near the cage of the dog or cat for adoption that I have read all the disclosures. I further understand that I am entitled to keep a signed copy of this disclosure.”
3. A copy of the disclosures and the signed acknowledgement of disclosures form shall be provided to the adopter and the original copy shall be maintained by the animal shelter or animal control facility for a period of two (2) years from the date of adoption. A copy of the animal shelter's or animal control facility's policy regarding warranties, refunds, or returns shall be provided to the adopter.

Other Business: There was none.

ADJOURNMENT:
Ms. Martin moved to adjourn at 9:48 a.m. Ms. Petrella seconded the motion.

Recorder
Mimi Bryan
1. **Call to Order** – 9:00 A.M. by Vice-Chairman Hafenrichter. Present – Ms. Martin, Mr. Davidson and Ms. Petrella. Also present were Mr. Shaw, Dan Koukol, Jeff Wilkins, Janet Kaiser, Latreese Caldwell, Dave Farris, Chief Deputy Koster, Jill Ferko, Jim Smiley, John Sterrett, Joe Trupiano and Debbie Gillette.

2. **Claims Review and Approval** – Ms. Martin moved to forward the January 27, 2011 Combined Supplemental Claims of $615,390.27 to the County Board for payment. Ms. Petrella made the second. Motion passed unanimously.

3. **Department Heads/ Elected Officials**
   - Sheriff’s Office – Chief Deputy Koster reported a copy of the audit for the Commissary Fund will be placed on file in the County Clerk’s Office at the conclusion of today’s meeting. At the last Finance Meeting Chief Deputy Koster reported there are some internal office moves being scheduled. Today he presented the proposed costs for the moves and requested they be paid from the remaining Jail Expansion Funds. The Detectives Office move subtotals at $1,850 and the Sgt. Office, Computer Room and Evidence Moves subtotal at $400.00. Total request from Jail Expansion Fund for office moves is $2,250. The estimated saving by KCFM staff performing labor is $5,000 to $7,000. Ms. Martin moved to forward the expenditure of Jail Expansion Funds for the office moves to the County Board. Mr. Davidson seconded the motion. Motion passed unanimously. Chief Deputy Koster also reported on some organizational changes whereby duties are being re-assigned. Two Staff Sergeants will be moved up to Deputy Commanders and another administrative job is being realigned. When the reorganization is complete he will share the Organizational Chart.
   - Facilities Management – Jim Smiley reported back on a question asked at the last Finance Meeting concerning square footage for the county office buildings. He reported there is 350,000 sq. ft. of building space being cleaned.
   - County Clerk/Recorder – Debbie Gillette asked if the Finance Committee would like to receive the Claims Listing by email or do they still wish to receive paper copies. There was no consensus of opinion so they will receive it both ways.
   - PBZ – John Sterrett reported back from the last Finance Meeting that Kendall County’s fee for a single family building permit is $1375.00

4. **Items from Other Committees**
   - Ms. Hafenrichter reported a complaint has been received by the Board of Review from Caterpillar Tractor who wants their assessment reduced from $12M to $6M. Also reported was LS Power is on the verge of making a deal to sell. The Minooka School District has filed to re-instate their complaint to include 2010. She will keep the committee informed on the status of both issues.

5. **Other Items of Business**

6. **Action Items for County Board**
   - Forward Claims in the amount of $615,390.27
   - Expend monies from Jail Expansion Fund for PSC moves

7. **Executive Session** – There was no need for Executive Session.

8. **Adjournment** – Ms. Martin moved to adjourn the meeting at 10:00 am. Ms. Petrella seconded. Motion passed.

Mimi Bryan, Recorder
Kendall County
Sheriff's Office Moves

27-Jan-11

Proposed Costs to be paid out of Remaining Jail Expansion Funds

Jail Expansion Funds Balance 12/31/10 $34,010.25
Board Approved Expenditures
PSC A/C Compressors $23,570.00
Balance $10,440.25

Detectives Office Move

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Studs</td>
<td>$60.00</td>
</tr>
<tr>
<td>Drywall</td>
<td>$40.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$50.00</td>
</tr>
<tr>
<td>Painting &amp; Taping</td>
<td>$400.00</td>
</tr>
<tr>
<td>Electrical Work</td>
<td>$300.00</td>
</tr>
<tr>
<td>Phone &amp; Data Wiring</td>
<td>$1,000.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$1,850.00</td>
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Sgt. Office, Computer Room and Evidence Moves

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting</td>
<td>$200.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$200.00</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>$400.00</td>
</tr>
</tbody>
</table>

Jail Expansion Funds Balance After Paying for A/C Compressors $10,440.25
Total Request from Jail Expansion Fund for Office Moves $2,250.00
Remaining Balance Jail Expansion Funds $8,190.25

Estimated Savings by KCFM staff performing labor $5-$7,000.00