1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to be Heard
   A. Todd Milliron
9. Old Business
   A. Architectural Contract for PSC basement build-out
   B. Amendment #1 to extend Technical Services Agreement with Regional Transportation Authority to December 31, 2011
   C. Resolution to execute FY2011 Downstate Operating Assistance Grant Agreement
   D. Jail Expansion Funds for Sheriff’s Office moves
10. Executive Session
11. New Business
12. Elected Official Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Dept.
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Land Cash
   B. Public Safety
   C. Administration, HR, Revenue
   D. Highway
      1. Access Variance for Oswego School District on Ridge Road
      2. County Motor Fuel Tax Resolutions
         a. Cannonball Trail in the amount of $250,000
         b. Little Rock Road in the amount of $350,000
         c. Newark Road in the amount of $220,000
         d. Ridge Road in the amount of $650,000
         e. Townhouse Road in the amount of $600,000
   3. Settlement Agreement for Purchase of Real Estate - Anderson
   E. Facilities Management
   F. Economic Development
   G. Finance Committee
      1. Approval of Claims
   H. Judicial/Legislative
   I. Animal Control
   J. Health and Environment
   K. Committee of the Whole
   L. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. County Stormwater Committee
   D. UCCI
   E. Historic Preservation Commission
   F. River Valley Workforce Investment Board
15. Other Business
16. Chairman's Report
   A. Appointments
       Kendall County Ethics Commission – Kristine Heimen – 2 Yr. Term –
       Expires December 2012
       Appoint Dan Koukol to Joint Review Board for Plano City Center Tax Increment
       Finance Plan
17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
STATE OF ILLINOIS  }  SS
COUNTY OF KENDALL  )

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 $2,293.67, ESDA $138.54, CRCT CT CLK $758.34, JURY COMM $240.03, CRCT CT JDG $6,288.65, CNR $507.10, CMB CRT SRV $13,901.26, ST ATTY $1,268.64, EMLY HLTH INS $291,982.79, OFF Co Board 1/3/11
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
KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 18, 2011

STATE OF ILLINOIS

COUNTY OF KENDALL

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, January 18, 2011 at 9:23 a.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Elizabeth Flowers, Jessie Hafenrichter, Dan Koukol, Nancy Martin, Suzanne Petrella, John Shaw, Anne Vickery and Jeff Wehrli.

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

MINUTES

Member Flowers moved to approve the submitted minutes from the Adjourned County Board Meeting of 12/21/10. Member Hafenrichter seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Purcell asked that the Executive Session be moved to before or by the break or the end of the meeting.

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

NEW BUSINESS

Annual Audit

Member Davidson moved to accept the FY 2010 audit as presented from Mack and Associates. Member Martin seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Anne Vickery was presented a plaque in grateful appreciation for her service as the Chairman of the Board from 2008-2010.

NEW BUSINESS

PSC Basement Architect

Member Martin moved to approve the architectural proposal from FGM in the amount not to exceed $64,000 for the PSC Basement Build-Out. Member Vickery seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall reported that there were organization changes in the month of December with more to come in February.

County Clerk

Co Board 1/18/11
Revenue Report 12/1/2010-12/31/2010

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td></td>
<td>$1,068.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td></td>
<td>$810.00</td>
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<tr>
<td>County Clerk Fees - Misc</td>
<td></td>
<td>$1,700.32</td>
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<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$36,133.00</td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td></td>
<td>$39,711.32</td>
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<tr>
<td>01010001185 County Revenue</td>
<td></td>
<td>$23,318.25</td>
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<tr>
<td>38010001320 Doc Storage</td>
<td></td>
<td>$21,852.00</td>
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<tr>
<td>01010071205 Election</td>
<td></td>
<td>$13.00</td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td></td>
<td>$36,729.00</td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td></td>
<td>$4,629.00</td>
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<tr>
<td>01010001135 Interest</td>
<td></td>
<td>$52.09</td>
</tr>
<tr>
<td>01010001170 Raffle License</td>
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<td></td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td></td>
<td>$4,657.70</td>
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<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td></td>
<td>$19,224.00</td>
</tr>
<tr>
<td>01010001160 St Comp - Elec Judge</td>
<td></td>
<td></td>
</tr>
<tr>
<td>CK # 16710 To KC Treasurer</td>
<td></td>
<td>$150,186.36</td>
</tr>
</tbody>
</table>

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR ONE MONTH ENDED 12/31/10

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2011 YTD</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$304,000</td>
<td>$71,437</td>
<td>23.50%</td>
<td>$15,663</td>
<td>4.41%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,400,000</td>
<td>$168,291</td>
<td>12.02%</td>
<td>$104,581</td>
<td>6.15%</td>
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<tr>
<td>Local Use Tax</td>
<td>$220,000</td>
<td>$48,710</td>
<td>22.14%</td>
<td>$21,380</td>
<td>8.29%</td>
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<tr>
<td>State Sales Tax</td>
<td>$700,000</td>
<td>$79,034</td>
<td>11.29%</td>
<td>$70,810</td>
<td>5.66%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$39,980</td>
<td>10.52%</td>
<td>$32,553</td>
<td>7.94%</td>
</tr>
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</table>

Co Board 1/18/11 2
Circuit Clerk, Becky Morganegg presented an annual report.

<table>
<thead>
<tr>
<th>Category</th>
<th>2000</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
<th>2004</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,400,000</td>
<td>$107,120</td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$560,000</td>
<td>$43,482</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Building and Zoning</td>
<td>$30,000</td>
<td>$3,241</td>
<td></td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$80,000</td>
<td>$2,474</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$853,650</td>
<td>$72,357</td>
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<td></td>
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</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,229,000</td>
<td>$196,983</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$174,000</td>
<td>$14,989</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$985,500</td>
<td>$219,960</td>
<td></td>
<td></td>
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<td></td>
<td></td>
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<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$32,176</td>
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<td></td>
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<td></td>
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<tr>
<td><strong>TOTALS</strong></td>
<td>$9,966,150</td>
<td>$1,100,235</td>
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<td></td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Category</th>
<th>2000</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
<th>2004</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Building and Zoning</td>
<td>$118,210</td>
<td>$7,65%</td>
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<tr>
<td>1/4 Cent Sales Tax</td>
<td>$181,210</td>
<td>$7,76%</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$17,636</td>
<td>$6,49%</td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$14,220</td>
<td>$3,25%</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Sheriff Fees</td>
<td>$57,666</td>
<td>$12,14%</td>
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<td></td>
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</tbody>
</table>

Circuit Clerk

Circuit Clerk, Becky Morganegg presented an annual report.

### Annual Case Filings in the Kendall County Circuit Court

<table>
<thead>
<tr>
<th>Category</th>
<th>2000</th>
<th>2001</th>
<th>2002</th>
<th>2003</th>
<th>2004</th>
<th>2005</th>
<th>2006</th>
<th>2007</th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption</td>
<td>AD</td>
<td>18</td>
<td>23</td>
<td>17</td>
<td>22</td>
<td>11</td>
<td>18</td>
<td>47</td>
<td>10</td>
<td>25</td>
<td>31</td>
</tr>
<tr>
<td>Contempt of Court</td>
<td>CC</td>
<td>5</td>
<td>18</td>
<td>7</td>
<td>14</td>
<td>16</td>
<td>9</td>
<td>6</td>
<td>4</td>
<td>2</td>
<td>6</td>
</tr>
<tr>
<td>Criminal Felony</td>
<td>CF</td>
<td>383</td>
<td>416</td>
<td>424</td>
<td>495</td>
<td>505</td>
<td>440</td>
<td>479</td>
<td>411</td>
<td>501</td>
<td>515</td>
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<tr>
<td>Chancery</td>
<td>CH</td>
<td>125</td>
<td>171</td>
<td>174</td>
<td>223</td>
<td>230</td>
<td>264</td>
<td>439</td>
<td>721</td>
<td>1253</td>
<td>1520</td>
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<tr>
<td>Foreclosures</td>
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<td>204</td>
<td>232</td>
<td>408</td>
<td>685</td>
<td>1218</td>
<td>1506</td>
<td>1827</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Criminal Misdemeanor</td>
<td>CM</td>
<td>1241</td>
<td>1251</td>
<td>1146</td>
<td>1060</td>
<td>1064</td>
<td>1292</td>
<td>1416</td>
<td>1532</td>
<td>1402</td>
<td>1535</td>
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<tr>
<td>Conservation Violation</td>
<td>CV</td>
<td>84</td>
<td>80</td>
<td>95</td>
<td>74</td>
<td>92</td>
<td>107</td>
<td>100</td>
<td>89</td>
<td>42</td>
<td>67</td>
</tr>
<tr>
<td>Divorce</td>
<td>D</td>
<td>228</td>
<td>248</td>
<td>259</td>
<td>254</td>
<td>280</td>
<td>272</td>
<td>352</td>
<td>387</td>
<td>341</td>
<td>452</td>
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<tr>
<td>Driving Under the Influence</td>
<td>DT</td>
<td>296</td>
<td>295</td>
<td>284</td>
<td>243</td>
<td>275</td>
<td>312</td>
<td>377</td>
<td>385</td>
<td>339</td>
<td>387</td>
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<tr>
<td>Eminent Domain</td>
<td>ED</td>
<td>2</td>
<td>4</td>
<td>8</td>
<td>17</td>
<td>5</td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>1</td>
<td>0</td>
</tr>
</tbody>
</table>
State's Attorney

State’s Attorney, Eric Weis presented his annual report.

STATE’S ATTORNEY 2010 REPORT

The Kendall County State’s Attorney’s Office issued its 2010 yearend report, which reports case statistics, revenue and budget details, as well as comparisons to previous years. The majority of the resources from the State’s Attorney’s Office are dedicated to the prosecution of criminal cases. Eight assistant state’s attorneys and the State’s Attorney handled over 20,000 new criminal/traffic files last year. A breakdown of the cases filed and the dispositions of those cases are detailed below:

<table>
<thead>
<tr>
<th>Case type</th>
<th>2010</th>
<th>2009</th>
<th>2008</th>
<th>2007</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony</td>
<td>405</td>
<td>515</td>
<td>501</td>
<td>411</td>
</tr>
<tr>
<td>Misdemeanor</td>
<td>1288</td>
<td>1535</td>
<td>1402</td>
<td>1532</td>
</tr>
<tr>
<td>(Excluding DUI)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>DUI</td>
<td>253</td>
<td>387</td>
<td>339</td>
<td>385</td>
</tr>
<tr>
<td>Traffic</td>
<td>16,894</td>
<td>19,269</td>
<td>18,174</td>
<td>19,620</td>
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<tr>
<td>Juv. Delinquency**</td>
<td>316</td>
<td>289</td>
<td>279</td>
<td>289</td>
</tr>
<tr>
<td>Juv. Abuse &amp; Neglect</td>
<td>32</td>
<td>21</td>
<td>21</td>
<td>11</td>
</tr>
<tr>
<td>Juv. Truancy</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>5</td>
</tr>
<tr>
<td>Total cases filed***</td>
<td>19,147</td>
<td>22,020</td>
<td>20,719</td>
<td>22,455</td>
</tr>
</tbody>
</table>

* Multiple counts are usually filed as one case number.
** Only includes cases referred to the State’s Attorney’s Office from Court Services.
*** Does not include civil cases, ordinance violations, and post-sentence cases (Probations, Supervision, Conditional Discharge, Post-IDOC restitution).

Co Board 1/18/11
In addition to the number of cases filed each year, the Kendall County State’s Attorney’s Office reviewed the data from the last several years regarding felony conviction rate, number of cases reduced to misdemeanors or dismissals, as well as the number of felony cases which resulted in a sentence to the Illinois Department of Corrections. (These numbers are current as of January 4, 2011.)

<table>
<thead>
<tr>
<th></th>
<th>2008</th>
<th>2009</th>
<th>2010</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cases:</td>
<td>501</td>
<td>515</td>
<td>405</td>
</tr>
<tr>
<td>Convictions:</td>
<td>438**</td>
<td>363**</td>
<td>125**</td>
</tr>
<tr>
<td>IDOC:</td>
<td>190</td>
<td>122</td>
<td>37</td>
</tr>
<tr>
<td>Reductions/Dismissals:</td>
<td>24</td>
<td>33</td>
<td>6</td>
</tr>
<tr>
<td>Pending*:</td>
<td>39*</td>
<td>119</td>
<td>274</td>
</tr>
</tbody>
</table>

* Most pending cases from 2008 are currently on active warrant status.

** Of cases disposed of, felony convictions resulted in 94% of the cases in 2008, 92% of the cases filed in 2009, and 95 % of the cases in 2010 as of January 4, 2011.

Coroner

<table>
<thead>
<tr>
<th>2010 Statistics</th>
<th>Stats for Same Period in 2009</th>
</tr>
</thead>
<tbody>
<tr>
<td>2009 Total Deaths.....</td>
<td>18</td>
</tr>
<tr>
<td>Autopsies to Date.................</td>
<td>1</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>1</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>10</td>
</tr>
</tbody>
</table>

* Coroner Toftoy presented to Oswego High School for Operation Impact on December 9, 2010.
* Coroner Toftoy presented to Oswego East High School for Operation Impact on December 10, 2010.

Health Department

Cheryl Johnson reported that they will be having their annual strategic planning meeting.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti reported that they are looking at 1/28/11 as being the last date for Board of Review hearings. They had 717 filings this year, roughly a 9% decrease from last year.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

High Grove Extension

Member Martin moved to approve the one year plat of survey extension for High Grove. Member Wehli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Co Board 1/18/11 5
Hofmeister Extension

Member Martin moved to approve the one year extension for Hofmeister zoning petition. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Zoning Petition Process

Member Martin moved to approve petition 10-22 Zoning Petition Process. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2011-01
AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE SECTIONS 13.00, 3.00 & 7.01
"Administration," Rules & Definitions," & Agricultural District" respectively

WHEREAS, Kendall County regulates development under authority of its Zoning Ordinance and related ordinances; and

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

WHEREAS, all administrative procedures for amendments have been followed including a Public Hearing held before the Kendall County Zoning Board of Appeals on September 28, 2010.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 13.01, 13.04, 13.05, 13.06, 13.07, "Administration," 3.00 "Rules & Definitions," & 7.01 "A-1 – Agricultural District" of the Kendall County Zoning Ordinance as provided in attached Exhibit "A".

IN WITNESS OF, this Amendment to the Kendall County Zoning Ordinance was approved by the Kendall County Board on January 18, 2011.

Attest:
Debbie Gillotte
Kendall County Clerk
John Purcell
Kendall County Board Chairman

Whelan

Member Martin moved to approve petition 10-25 Zoning Map Amendment for Whelan. Member Petrella seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE NUMBER 2011-02
ZONING MAP AMENDMENT OF 3.0 ACRES
Rezone from A-I (Agricultural District) to R-1 (Single-Family Residential District)

WHEREAS, David and Cathy Whalen did file a petition for a Zoning Map Amendment for property located on the east side of Brisbin Road, approximately 900' north of Chicago Road (PIN# 09-06-300-001), in Seward Township,

WHEREAS, said property is legally described as:

THAT PART OF THE SOUTHWEST QUARTER OF FRACTIONAL SECTION 6, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SECTION 6; THENCE SOUTH 01 DEGREES 04 MINUTES 49 SECONDS EAST ALONG THE
WEST LINE OF SAID SECTION 6, A DISTANCE OF 2637.28 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 89 DEGREES 22 MINUTES 17 SECONDS EAST, A DISTANCE OF 400.61 FEET; THENCE SOUTH 00 DEGREES 37 MINUTES 45 SECONDS EAST, A DISTANCE OF 326.70 FEET; THENCE SOUTH 89 DEGREES 22 MINUTES 17 SECONDS WEST, A DISTANCE OF 400.00 FEET TO A POINT ON SAID WEST LINE; THENCE NORTH 00 DEGREES 37 MINUTES 45 SECONDS WEST ALONG SAID WEST LINE, A DISTANCE OF 248.90 FEET TO THE POINT OF BEGINNING, ALL IN THE TOWNSHIP OF SEWARD, KENDALL COUNTY, ILLINOIS.

WHEREAS, said property is currently zoned A-1 (Agricultural District); and

WHEREAS, said petition is to rezone the property to R-1 (Single-Family Residential) pursuant to Section 13.06 of the Kendall County Zoning Ordinance; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, findings of fact, and recommendation for approval by the Zoning Board of Appeals on January 3, 2010; and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions of the Kendall County Zoning Ordinance;

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from A-1 (Agricultural District) to R-1 (Single-Family Residential District) on the tract of land located on the east side of Brisbin Road, approximately 900' north of Chicago Road, as legally described above and depicted on the Plat of Survey attached as "Exhibit A" attached hereto and made a part hereof.

IN WITNESS WHEREOF, this ordinance has been enacted on January 18, 2011.

Attest:
Debbie Gillette
Kendall County Clerk

John Purcell
Kendall County Board Chairman

Eipers

Member Martin moved to approve petition 10-26 Zoning Map Amendment for Eipers. Member Wehrlis seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
Zoning Petition
County of Kendall

ORDINANCE NUMBER 2011-03
MAP AMENDMENT FOR 1.8 ACRES OF A 9.25 ACRE PARCEL
Rezone from R-3 to A-1

WHEREAS, Benjamin Eipers, has filed a petition for a Map Amendment from R-3 to A-1, for property located on the East side of Sandy Bluff Road, approximately 2,000' north of Route 34, in Section 30 of Little Rock Township; and

WHEREAS, said property is identified with the tax identification number 01-30-276-008 and is legally described in Exhibit "A"; and

WHEREAS, said property is currently zoned R-3 and improved with an existing accessory building; and

WHEREAS, the petitioner desires to rezone the 1.8 acre property back to A-1 in order to building a home on the parcel; and
WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Zoning Board of Appeals on January 3, 2011; and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from R-3 to A-1 on the tract of land located and depicted on the Plat of Survey attached as "Exhibit B" hereto and incorporated herein.

IN WITNESS OF, this ordinance has been enacted on January 18, 2011.

Attest:
Debbie Gillette
Kendall County Clerk

John Purcell
Kendall County Board Chairman

Member Martin moved to approve a conditional use for Benjamin Eipers. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE NUMBER 2011-04
GRANTING A CONDITIONAL USE for
BENJAMIN EIPERS

WHEREAS, Benjamin Eipers, has filed a petition for an A-1 Conditional use for an A-1 Building permit for property located on the East side of Sandy Bluff Road, approximately 2,000’ north of Route 34, in Section 30 of Little Rock Township; and

WHEREAS, said property is identified with the tax identification number 01-30-276-008 and is legally described in Exhibit "A"; and

WHEREAS, said petition is to allow for the issuance of one (1) building permit in the A-1 Agricultural zoning district to allow for the construction of one (1) single-family home as provided in Section 7.01.E.2 of the Kendall County Zoning Ordinance; and

WHEREAS, said property is presently zoned R-3 and is concurrently asking for rezoning to A-1; and

WHEREAS, said property has a land evaluation rating of less than 75 points indicating the presence of poor soils which makes farming impractical; and

WHEREAS, said property has excessive slopes; and

WHEREAS, said property has other physical features which serve as barriers to farm operations such as streams, rock outcroppings and property configuration in relationship to wetlands, flood-prone areas or buildings; and

WHEREAS, said property has existing woodland coverage of a substantial portion of the site containing trees in excess of 6” in diameter measured at breast height; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Zoning Board of Appeals on January 3, 2011; and

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

Co Board 1/18/11
NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Conditional Use in the A-1 Agricultural zoning district to permit the development of one (1) single family home on the property legally described above and graphically portrayed as Exhibit "B" attached to and incorporated within.

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

IN WITNESS OF, this ordinance has been enacted on January 18, 2011.

Attest:
Debbie Gillette
Kendall County Clerk

John Purcell
Kendall County Board Chairman

Publishing in the newspaper

Member Martin made a motion to no longer publish in the newspaper the agendas for Planning, Building & Zoning, Plan Commission and ZBA. Member Vickery seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

RECESS

Member Martin made a motion to recess the County Board meeting. Member Flowers seconded the motion.

Chairman Purcell called the meeting to order.

Planning, Building & Zoning

Member Martin informed the Board that the two outstanding invoices, one for Henneberry Woods and one for Shadow Creek both have been paid. Brighton Oaks will be closed out. They came in under budget and made more money.

EXECUTIVE SESSION

Member Hafenrichter 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.

Public Safety

Member Flowers recapped the minutes in the packet.

Administration, HR, Revenue

Member Hafenrichter made a motion to approve the Resolution – Amendment to change the road name of Pleasant View Drive to East and West Pleasant View Drive. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RESOLUTION # 2011-01
AMENDMENT TO CHANGE THE ROADNAME OF PLEASANT VIEW DRIVE TO EAST AND WEST PLEASANT VIEW DRIVE

WHEREAS, Kendall County regulates street naming and numbering system as dictated in Ordinance 79-05; and

Co Board 1/18/11
WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, the Kendall County Board has determined that it is in the best interest of the citizens of the County of Kendall to have the names of recorded streets and roads as different and distinct as possible in order to aid Fire Protection Districts, Post Offices and emergency medical services in locating addresses.

NOW, THEREFORE, BE IT ORDAINED, be it resolved that the name of Pleasant View Drive located in the Riverview Heights Subdivision, Sections 13 & 30 in Bristol and Oswego Township respectively, Kendall County, Illinois change to East Pleasant View Drive east of West street and West Pleasant View west of West Street effective immediately and shown on attached Exhibit "A".

PASSED this 18th day of January, 2011.

Attest:  
Debbie Gillette  
Kendall County Clerk

John Purcell  
Kendall County Board Chairman

Highway

Member Davidson made a motion to accept the Preliminary Engineering Services Agreement between Kendall County & Hampton, Lenzen & Renwick for Fox River Drive Bridge over Hollenback Creek not to exceed $60,000. Member Flowers seconded the motion, Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to accept the Preliminary Engineering Services Agreement between Kendall County & Hutchison Engineering for River Road Bridge over Blackberry Creek not to exceed $125,000. Member Flowers seconded the motion, Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Member Purcell who voted present. Motion carried.

Member Davidson made a motion to accept the Local Agency Agreement for Federal Participation relating to the River Road Bridge over Blackberry Creek which includes engineering Phase 1 and 2. Member Flowers seconded the motion, Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Member Purcell who voted present. Motion carried.

Facilities Management

Member Wehrli informed the Board that the light poles have been given to Big Grove Township, the Natural white LED bulbs were selected for the County Office Building, and the expected cost savings for the electric bills would be around $15,000 on top of the $50,000. Member Shaw reported that an electric price increase may be seen if new legislation is passed. They reviewed the work orders.

Economic Development

Member Koukol reported that they have tentatively put together a program for new loans – more loans in smaller dollar amounts. A check was received from WB Holdings. Mr. Koukol is working with banks to manage the loans.

Finance

CLAIMS

Member Vickery moved to approve the claims submitted in the amount of $776,444.93. Member Petrelli seconded the motion.

COMBINED CLAIMS:  FCLT MGMT $109,870.83, B&Z $3,450.90, CO CLK & RCDR $803.05, ELECTION $37,229.60, ED SRV REG $6,807.92, SHRFF $17,863.70, CRRCTNS $20,434.73, MERIT $2,234.57, ESDA $634.56, CRCT CT CLK $982.53, JURY COMM $1,346.47, CRCT CT JDC $4,298.81, CRNR $2,342.35, CMB CRT SRV $515.22, PUB DFNDR $944.50, ST ATTY $16,822.96, TRSR $673.41, EMPLY HLTH INS $34,824.97, OFF OF ADM SRV $4,305.98, CO BRD $269.72, TECH SRV $8,480.53, ECON DEV $500.00, CAP IMPRV FND $45,140.00, TB EXPND FND $417.00, CO HWY $164,049.26, CO BRDG $35,364.27, TRNSPRT SALES TX $74,842.50, HLTH & HMN SRV $73,310.89, FRST PRSRV $8,638.53, KENCOM $84.95, ANML CNTRL $225.76, CO RCDR DOC STRG $6,746.92, DRG ABS EXP $2,688.94, CRT SEC FUD $293.33, LAW LBRY $2,941.91, PRBTN SRV $4,521.32, GIS $128.32, TRANS FUND $22,500.00, CRTHSE RN$1,200.00, ECO $1,122.38, VAC $634.28, FPBOND PROCEEDS 2007 $54,857.96

Co Board 1/18/11
Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Judicial/Legislative**

Member Koukol informed the Board that they will meet next week.

**Animal Control**

Chairman Vickery stated that they will meet on 1/19/11.

**Health and Environmental**

Member Petrella reported that the minutes are in the packet. The Kendall County Travel Clinic visited Haiti, China, Kenya and India. 316 clients were vaccinated with a total of 609 vaccines given.

**Committee of the Whole**

Minutes are in the packet.

**STANDING COMMITTEE MINUTES APPROVAL**

Member Martin 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.**

**SPECIAL COMMITTEE REPORTS**

**Public Building Commission**

Member Wehrli reported that they discussed the KenCom build out.

**VAC**

Member Martin reported that there was not a meeting.

**County Stormwater**

Member Wehrli reported that the next meeting is on 1/25/11.

**UCCI**

Member Petrella reported that the next meeting is on 1/24/11 in Springfield.

**Historic Preservation**

Member Wehrli reported that the 1939 aerials will be on the PBC website.

**River Valley Workforce Investment Board**

Member Petrella informed the Board that they encompass Kendall, Kane and DeKalb counties, the goal is to set policies that will help bring together the 3 key pieces towards successful communities, they are education, employment and the economy.

**CHAIRMAN'S REPORT**

Member Wenri moved to approve appointments. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**January 2011 COUNTY BOARD MEETING**

**APPOINTMENT**

- Plan Commission (Yorkville)
  Walter Werderich -3 Year Term - January 2014

- Plan Commission (Big Grove)
  Terry Larson -3 Year Term - January 2014

Co Board 1/18/11
QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked for the architect's name for the PSC build out.

ADJOURNMENT

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

Approved and submitted this 1st day of February, 2011.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
AGREEMENT made as of the twenty-fifth day of January in the year two thousand eleven.
(In words, indicate day, month and year.)

BETWEEN the Architect’s client identified as the Owner:
(Name, legal status, address and other information)

<Kendall County Public Building Commission>
<111 West Fox Street>
<Yorkville, Illinois 60560>

and the Architect:
(Name, legal status, address and other information)

<FGM Architects Inc.>
<1211 W. 22nd Street, Suite 705>
<Oak Brook, IL 60523>

for the following Project:
(Name, location and detailed description)

<KenCom Public Safety Dispatch>
<1102 Cornell Lane>
<Yorkville, IL 60560>
630-553-6022

The Owner and Architect agree as follows.
TABLE OF ARTICLES

1 INITIAL INFORMATION
2 ARCHITECT'S RESPONSIBILITIES
3 SCOPE OF ARCHITECT'S BASIC SERVICES
4 ADDITIONAL SERVICES
5 OWNER'S RESPONSIBILITIES
6 COST OF THE WORK
7 COPYRIGHTS AND LICENSES
8 CLAIMS AND DISPUTES
9 TERMINATION OR SUSPENSION
10 MISCELLANEOUS PROVISIONS
11 COMPENSATION
12 SPECIAL TERMS AND CONDITIONS
13 SCOPE OF THE AGREEMENT

ARTICLE 1 INITIAL INFORMATION

§ 1.1 This Agreement is based on the Initial Information set forth in this Section 1.1.
(Note the disposition for the following items by inserting the requested information or a statement such as "not applicable," "applicable," "unknown at time of execution" or "to be determined later by mutual agreement.")

§ 1.1.1 The Owner's program for the Project:
(Identify documentation or state the manner in which the program will be developed.)

"KenCom Public Safety Dispatch is relocating from its current second floor space to the basement level within the Kendall County Public Safety Center."

§ 1.1.2 The Project's physical characteristics:
(Identify or describe, if appropriate, size, location, dimensions, or other pertinent information, such as geotechnical reports; site, boundary and topographic surveys; traffic and utility studies; availability of public and private utilities and services; legal description of the site; etc.)

"The proposed space for improvement is approximately 3,200 square feet in the basement of the Kendall County Public Safety Center."

§ 1.1.3 The Owner's budget for the Cost of the Work, as defined in Section 6.1:
(Provide total and, if known, a line item breakdown.)

"An actual Cost of the Work will be determined through the design process. Based on information known at this time, an approximate budget is between $500,000 and $750,000."

§ 1.1.4 The Owner's anticipated design and construction schedule:
.1 Design phase milestone dates, if any:
These dates are based on initial conversations and will be further discussed once the project commences.
Storage building by March 15, 2011. Overall design to be completed by May 15, 2011.

.2 Commencement of construction:
August 1, 2011.

.3 Substantial Completion date or milestone dates:
November 1, 2011.

.4 Other:
N/A.

§ 1.1.5 The Owner intends the following procurement or delivery method for the Project:
(Identify method such as competitive bid, negotiated contract or construction management.)
At the time of this Agreement, it is anticipated the project will be competitively bid.

§ 1.1.6 The Owner’s requirements for accelerated or fast-track scheduling, multiple bid packages, or phased construction are set forth below:
(List number and type of bid/procurement packages.)
N/A.

§ 1.1.7 Other Project information:
(Identify special characteristics or needs of the Project not provided elsewhere, such as environmentally responsible design or historic preservation requirements.)
Assessment of the existing buildings gas, electric, sprinkler, HVAC systems will be done to determine their capacity to support an Owner’s new storage building (to be contracted separately).

§ 1.1.8 The Owner identifies the following representative in accordance with Section 5.4:
(List name, address and other information.)
Sheriff Richard A. Randall, County Sheriff
1102 Cornell Lane
Yorkville, IL 60560

§ 1.1.9 The persons or entities, in addition to the Owner’s representative, who are required to review the Architect’s submittals to the Owner are as follows:
(List name, address and other information.)
David Farris, Director of Communications
KenCom Public Safety Dispatch
1102 Cornell Lane
§ 1.1.10 The Owner will retain the following consultants and contractors:
(List name, legal status, address and other information.)

1. Cost Consultant:
   (List name, legal status, address and other information.)

2. Scheduling Consultant:
   (List name, legal status, address and other information.)

3. Geotechnical Engineer:
   (List name, legal status, address and other information.)

4. Civil Engineer:
   (List name, legal status, address and other information.)

5. Other, if any:
   (List any other consultants or contractors retained by the Owner, such as a Project or Program Manager, construction contractor, or construction manager as constructor.)

§ 1.1.11 The Architect identifies the following representative in accordance with Section 2.3:
(List name, address and other information.)

Andrew Jasek, Vice President—
FGM Architects Inc.—
1211 W. 22nd Street, Suite 705—
Oak Brook, IL 60523—

§ 1.1.12 The Architect will retain the consultants identified in Sections 1.1.12.1 and 1.1.12.2:
(List name, legal status, address and other information.)
§ 1.1.12.1 Consultants retained under Basic Services:

1. Structural Engineer:

« Johnson Wilbur Adams »
175 N. Washington Street
Wheaton, IL 60187

2. Mechanical Engineer:

« AMSCO Engineering »
5115A Belmont Road
Downers Grove, IL 60515

3. Electrical Engineer:

« AMSCO Engineering »
5115A Belmont Road
Downers Grove, IL 60515

§ 1.1.12.2 Consultants retained under Additional Services:

1. Storm Water Management Consulting by Civil Engineer
N/A

§ 1.1.13 Other Initial Information on which the Agreement is based:

§ 1.2 The Owner and Architect may rely on the Initial Information. Both parties, however, recognize that such information may materially change and, in that event, the Owner and the Architect shall appropriately adjust the schedule, the Architect’s services and the Architect’s compensation.

ARTICLE 2 ARCHITECT’S RESPONSIBILITIES

§ 2.1 The Architect shall provide the professional services as set forth in this Agreement.

§ 2.2 The Architect shall perform its services consistent with the professional skill and care ordinarily provided by architects practicing in the same or similar locality under the same or similar circumstances. The Architect shall perform its services as expeditiously as is consistent with such professional skill and care and the orderly progress of the Project.

§ 2.3 The Architect shall identify a representative authorized to act on behalf of the Architect with respect to the Project.
§ 2.4 Except with the Owner's knowledge and consent, the Architect shall not engage in any activity, or accept any employment, interest or contribution that would reasonably appear to compromise the Architect's professional judgment with respect to this Project.

§ 2.5 The Architect shall maintain the following insurance for the duration of this Agreement. If any of the requirements set forth below exceed the types and limits the Architect normally maintains, the Owner shall reimburse the Architect for any additional cost.

§ 2.5.1 Comprehensive General Liability with policy limits of not less than ($—One Million Dollars » ($1,000,000.00 ») for each occurrence and in the aggregate for bodily injury and property damage.

§ 2.5.2 Automobile Liability covering owned and rented vehicles operated by the Architect with policy limits of not less than «One Million Dollars » ($1,000,000.00 ») combined single limit and aggregate for bodily injury and property damage.

§ 2.5.3 The Architect may use umbrella or excess liability insurance to achieve the required coverage for Comprehensive General Liability and Automobile Liability, provided that such umbrella or excess insurance results in the same type of coverage as required for the individual policies.

§ 2.5.4 Workers' Compensation at statutory limits and Employers Liability with a policy limit of not less than «Five Hundred Thousand Dollars » ($500,000.00 »).

§ 2.5.5 Professional Liability covering the Architect's negligent acts, errors and omissions in its performance of professional services with policy limits of not less than ($—<<Two Million Dollars » ($2,000,000.00 ») per claim and in the aggregate.

§ 2.5.6 The Architect shall provide to the Owner certificates of insurance evidencing compliance with the requirements in this Section 2.5. The certificates will show the Owner as an additional insured on the Comprehensive General Liability, Automobile Liability, umbrella or excess policies.

§ 2.5.7 Owner and Architect acknowledge that construction documents prepared by the Architect may contain errors or omissions. Architect and/or Architect's consultants included within Architect's basic services will provide required additional design services related to errors or omissions at no cost to Owner.

§ 2.5.8 If as a result of Architect's negligence, an error in the Construction Documents results in additional construction costs, the Architect shall be responsible for paying those additional construction costs for which Architect is responsible as damages determined on the basis of applicable contractual obligations and professional liability standards.

§ 2.5.9 If a required item or component of the Project is omitted from the Architect's Construction Documents, the Owner shall be responsible for paying the cost required to add such item or component to the extent that such item or component would have been required and included in the original Construction Documents. If the omission was due to the Architect's negligence, the Architect will be responsible for any additional costs related to the rework of previously installed or completed construction to allow for the installation of the omitted component.

ARTICLE 3 SCOPE OF ARCHITECT'S BASIC SERVICES

§ 3.1 The Architect's Basic Services consist of those described in Article 3 and include usual and customary structural, mechanical, and electrical engineering services. Services not set forth in this Article 3 are Additional Services.

§ 3.1.1 The Architect shall manage the Architect's services, consult with the Owner, research applicable design criteria, attend Project meetings, communicate with members of the Project team and report progress to the Owner.

§ 3.1.2 The Architect shall coordinate its services with those services provided by the Owner and the Owner's consultants. The Architect shall be entitled to rely on the accuracy and completeness of services and information.
furnished by the Owner and the Owner's consultants. The Architect shall provide prompt written notice to the Owner if the Architect becomes aware of any error, omission or inconsistency in such services or information, but Architect assumes no duty to discover such errors, omissions or inconsistencies.

§ 3.1.3 As soon as practicable after the date of this Agreement, the Architect shall submit to the Owner and the Scheduling Consultant a schedule of the Architect's services for inclusion in the Project schedule. The schedule of the Architect's services shall include design milestone dates, anticipated dates when cost estimates or design reviews may occur, and allowances for periods of time required (1) for the Owner's review (2) for the performance of the Owner's consultants, and (3) for approval of submissions by authorities having jurisdiction over the Project.

§ 3.1.4 Upon the Owner's reasonable request, the Architect shall submit information to the Scheduling Consultant and participate in developing and revising the Project schedule as it relates to the Architect's services.

§ 3.1.5 Once the Owner and the Architect agree to the time limits established by the Project schedule, the Owner and the Architect shall not exceed them, except for reasonable cause.

§ 3.1.6 The Architect shall not be responsible for an Owner's directive or substitution made without the Architect's approval.

§ 3.1.7 The Architect shall, at appropriate times, contact the governmental authorities required to approve the Construction Documents and the entities providing utility services to the Project. In designing the Project, the Architect shall use professional care to respond to applicable written publicly available design requirements imposed by such governmental authorities and by such entities providing utility services.

§ 3.1.8 The Architect shall assist the Owner in connection with the Owner's responsibility for filing documents required for the approval of governmental authorities having jurisdiction over the Project.

§ 3.1.9 If the Architect's services involve assisting the Owner in making changes to an existing facility, the Owner shall furnish documentation and information on the facility upon which the Architect may rely for their accuracy and completeness. Unless specifically authorized or confirmed in writing by the Owner, the Architect shall not be required to perform or have others perform destructive testing or to investigate concealed or unknown conditions. In the event documentation or information furnished by the Owner is inaccurate or incomplete, all resulting damages, losses and expenses, including the cost of the Architect's Additional Services, shall be borne by the Owner. To the fullest extent permitted by law, the Owner shall defend, indemnify and hold harmless the Architect, its consultants and employees of any of them from and against all claims, damages, losses and expenses, including but not limited to attorney's fees, which arise out of or result from the documentation or information furnished by the Owner.

§ 3.1.10 Verification of existing conditions. If this Project involves remodeling and/or rehabilitation of an existing structure, certain assumptions regarding existing conditions are required to be made. Since some of these assumptions may not be verifiable within Owner's budget or without destroying otherwise adequate or serviceable portions of the building, the Owner agrees that, except for specific tasks identified for Architect to perform under Agreement, to the fullest extent permitted by law, the Owner will defend, indemnify and hold harmless the Architect, its consultants and the employees of any of them from and against all claims arising out of or resulting from unforeseen conditions.

§ 3.1.11 The LEED Green Building Rating System and other similar environmental guidelines (collectively "LEED Guidelines") utilize certain design and usability recommendations on a project in order to promote an environmental friendly and energy efficient facility. While the Architect shall interpret and use these LEED Guidelines with professional care when LEED Guidelines are agreed by Owner to be applied to the Project, the Owner acknowledges and understands that LEED Guidelines are subject to various and possibly contradictory interpretations. Furthermore, compliance may involve factors beyond the control of the Architect including, but not limited to, the Owners' use and operation of the completed Project. The Architect does not warrant or represent that the Project will actually achieve LEED certification or that the energy savings and cost estimates relating to building or equipment operation will be the actual operational energy use or cost. Likewise, the Architect shall not be responsible for any environmental or energy shortcomings arising out of the Owner's use and operation of the completed Project.
§ 3.2 SCHEMATIC DESIGN PHASE SERVICES - This phase was completed under a prior contract, thus a Schematic Design Verification will be completed with the following:

§ 3.2.1 The Architect shall review the program and other information furnished by the Owner, and shall review laws, codes, and regulations applicable to the Architect's services. Due to the time that has lapsed from the original schematic design contracted work, FGM will conduct a project kick off meeting that will verify the programmed spaces and review the schematic design plans.

§ 3.2.2 The Architect shall prepare a preliminary evaluation of the Owner's program, schedule, budget for the Cost of the Work, Project site, and the proposed procurement or delivery method and other Initial Information, each in terms of the other, to ascertain the requirements of the Project. The Architect shall notify the Owner of (1) any inconsistencies discovered in the information, and (2) other information or consulting services that may be reasonably needed for the Project. As a project team, the project parameters will be reviewed and the overall project goals identified.

§ 3.2.3 The Architect shall present its preliminary evaluation to the Owner and shall discuss with the Owner alternative approaches to design and construction of the Project, including the feasibility of incorporating environmentally responsible design approaches. The Architect shall reach an understanding with the Owner regarding the requirements of the Project. FGM and its consultants will evaluate the existing conditions of the space in order to prepare for the subsequent phases listed within this proposal.

§ 3.2.4 Based on the Project requirements agreed upon with the Owner, the Architect shall prepare and present for the Owner's approval a preliminary design illustrating the scale and relationship of the Project components.

§ 3.2.5 Based on the Owner's approval of the preliminary design, the Architect shall prepare Schematic Design Documents for the Owner's approval. The Schematic Design Documents shall consist of drawings and other documents including a site plan, if appropriate, and preliminary building plans, sections and elevations, and may include some combination of study models, perspective sketches, or digital modeling. Preliminary selections of major building systems and construction materials shall be noted on the drawings or described in writing.

§ 3.2.5.1 The Architect shall consider environmentally responsible design alternatives, such as material choices and building orientation, together with other considerations based on program and aesthetics, in developing a design that is consistent with the Owner's program, schedule and budget for the Cost of the Work. The Owner may obtain other environmentally responsible design services under Article 4.

§ 3.2.5.2 The Architect shall consider the value of alternative materials, building systems and equipment, together with other considerations based on program and aesthetics in developing a design for the Project that is consistent with the Owner's schedule and budget for the Cost of the Work.

§ 3.2.6 The Architect shall submit the Schematic Design Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Schematic Design Documents.

§ 3.2.7 Upon receipt of the Cost Consultant's estimate at the conclusion of the Schematic Design Phase, the Architect shall take action as required under Section 6.1, and request the Owner's approval of the Schematic Design Documents. If revisions to the Schematic Design Documents are required to comply with the Owner's budget for the Cost of the Work at the conclusion of the Schematic Design Phase, the Architect shall incorporate the required revisions in the Design Development Phase.

§ 3.3 DESIGN DEVELOPMENT PHASE SERVICES

§ 3.3.1 Based on the Owner's approval of the Schematic Design Documents, and on the Owner's authorization of any adjustments in the Project requirements and the budget for the Cost of the Work pursuant to Section 5.3, the Architect shall prepare Design Development Documents for the Owner's approval. The Design Development Documents shall illustrate and describe the development of the approved Schematic Design Documents and shall consist of drawings and other documents including plans, sections, elevations, typical construction details, and diagrammatic layouts of building systems to fix and describe the size and character of the Project as to architectural,
structural, mechanical and electrical systems, and such other elements as may be appropriate. The Design Development Documents shall also include outline specifications that identify major materials and systems and establish in general their quality levels.

§ 3.3.2 Prior to the conclusion of the Design Development Phase, the Architect shall submit the Design Development Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Design Development Documents.

§ 3.3.3 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Design Development Phase, the Architect shall take action as required under Sections 6.5 and 6.6 and request the Owner’s approval of the Design Development Documents.

§ 3.4 CONSTRUCTION DOCUMENTS PHASE SERVICES

§ 3.4.1 Based on the Owner’s approval of the Design Development Documents, and on the Owner’s authorization of any adjustments in the Project requirements and the budget for the Cost of the Work, the Architect shall prepare Construction Documents for the Owner’s approval. The Construction Documents shall illustrate and describe the further development of the approved Design Development Documents and shall consist of Drawings and Specifications setting forth in detail the quality levels of materials and systems and other requirements for the construction of the Work. The Owner and Architect acknowledge that in order to construct the Work the Contractor will provide additional information, including Shop Drawings, Product Data, Samples and other similar submittals, which the Architect shall review in accordance with Section 3.6.4.

§ 3.4.2 The Architect shall use professional care to incorporate into the Construction Documents the written publicly available design requirements of governmental authorities having jurisdiction over the Project.

§ 3.4.3 During the development of the Construction Documents, the Architect shall assist the Owner in the development and preparation of (1) bidding and procurement information that describes the time, place and conditions of bidding, including bidding or proposal forms; (2) the form of agreement between the Owner and Contractor; and (3) the Conditions of the Contract for Construction (General, Supplementary and other Conditions). The Architect shall also compile a project manual that includes the Conditions of the Contract for Construction and Specifications and may include bidding requirements and sample forms.

§ 3.4.4 Prior to the conclusion of the Construction Documents Phase, the Architect shall submit the Construction Documents to the Owner and the Cost Consultant. The Architect shall meet with the Cost Consultant to review the Construction Documents.

§ 3.4.5 Upon receipt of the Cost Consultant’s estimate at the conclusion of the Construction Documents Phase, the Architect shall take action as required under Section 6.7 and request the Owner’s approval of the Construction Documents.

§ 3.5 BIDDING OR NEGOTIATION PHASE SERVICES

§ 3.5.1 GENERAL
The Architect shall assist the Owner in establishing a list of prospective contractors. Following the Owner’s approval of the Construction Documents, the Architect shall assist the Owner in (1) obtaining either competitive bids or negotiated proposals; (2) confirming responsiveness of bids or proposals; (3) determining the successful bid or proposal, if any; and, (4) awarding and preparing contracts for construction.

§ 3.5.2 COMPETITIVE BIDDING
§ 3.5.2.1 Bidding Documents shall consist of bidding requirements and proposed Contract Documents.

§ 3.5.2.2 The Architect shall assist the Owner in bidding the Project by

  .1 facilitating the reproduction of Bidding Documents for distribution to prospective bidders,
  .2 participating in a pre-bid conference for prospective bidders, and
  .3 preparing responses to questions from prospective bidders and providing clarifications and interpretations of the Bidding Documents in the form of addenda.
§ 3.5.2.3 The Architect shall consider requests for substitutions, if the Bidding Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective bidders.

§ 3.5.3 NEGOTIATED PROPOSALS

§ 3.5.3.1 Proposal Documents shall consist of proposal requirements and proposed Contract Documents.

§ 3.5.3.2 The Architect shall assist the Owner in obtaining proposals by

1. facilitating the reproduction of Proposal Documents for distribution to prospective contractors, and requesting their return upon completion of the negotiation process;
2. participating in selection interviews with prospective contractors; and
3. participating in negotiations with prospective contractors.

§ 3.5.3.3 The Architect shall consider requests for substitutions, if the Proposal Documents permit substitutions, and shall prepare and distribute addenda identifying approved substitutions to all prospective contractors.

§ 3.6 CONSTRUCTION PHASE SERVICES

§ 3.6.1 GENERAL

§ 3.6.1.1 The Architect shall provide administration of the Contract between the Owner and the Contractor as set forth below and in AIA Document A201™–2007, General Conditions of the Contract for Construction. Construction to the extent consistent with this Agreement. If the Owner and Contractor modify AIA Document A201–2007, those modifications shall not affect the Architect's services under this Agreement unless the Owner and the Architect amend this Agreement to adopt such modifications.

§ 3.6.1.2 The Architect shall advise and consult with the Owner during the Construction Phase Services. The Architect shall have authority to act on behalf of the Owner only to the extent provided in this Agreement. The Architect shall not have control over, charge of, or responsibility for the construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, nor shall the Architect be responsible for the Contractor's failure to perform the Work in accordance with the requirements of the Contract Documents. The Architect shall be responsible for the Architect's negligent acts or omissions, but shall not have control over or charge of, and shall not be responsible for, acts or omissions of the Contractor or of any other persons or entities performing portions of the Work.

§ 3.6.1.3 Subject to Section 4.3, the Architect's responsibility to provide Construction Phase Services commences with the award of the Contract for Construction and terminates on the date the Architect issues the final Certificate for Payment.

§ 3.6.2 EVALUATIONS OF THE WORK

§ 3.6.2.1 The Architect shall visit the site at intervals appropriate to the stage of construction, or as otherwise required in Section 4.2.2, [insert number of days per week or month] a week for a total of [10] visits to become generally familiar with the progress and quality of the portion of the Work completed, and to determine, in general, if the Work observed is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Architect shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. On the basis of the site visits, the Architect shall keep the Owner reasonably informed about the progress and quality of the portion of the Work completed, and report to the Owner (1) known deviations from the Contract Documents and from the most recent construction schedule, and (2) defects and deficiencies observed in the Work.

§ 3.6.2.2 The Architect has the authority to reject Work that does not conform to the Contract Documents. Whenever the Architect considers it necessary or advisable, the Architect shall have the authority to require inspection or testing of the Work in accordance with the provisions of the Contract Documents, whether or not such Work is fabricated, installed or completed. However, neither this authority of the Architect nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Architect to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees or other persons or entities performing portions of the Work.

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User Notes:
§ 3.6.2.3 The Architect shall interpret and decide matters concerning performance under, and requirements of, the Contract Documents on written request of either the Owner or Contractor. The Architect's response to such requests shall be made in writing within any time limits agreed upon or otherwise with reasonable promptness.

§ 3.6.2.4 Interpretations and decisions of the Architect shall be consistent with the intent of and reasonably inferable from the Contract Documents and shall be in writing or in the form of drawings. When making such interpretations and decisions, the Architect shall endeavor to secure faithful performance by both Owner and Contractor, shall not show partiality to either, and shall not be liable for results of interpretations or decisions rendered in good faith. The Architect's decisions on matters relating to aesthetic effect shall be final if consistent with the intent expressed in the Contract Documents.

§ 3.6.2.5 Unless the Owner and Contractor designate another person to serve as an Initial Decision Maker, as that term is defined in AIA Document A201–2007, the Architect shall render initial decisions on Claims between the Owner and Contractor as provided in the Contract Documents. In no event shall Architect be liable for decisions made in such capacity if made in good faith.

§ 3.6.3 CERTIFICATES FOR PAYMENT TO CONTRACTOR

§ 3.6.3.1 The Architect shall review and certify the amounts that appear due the Contractor and shall issue certificates in such amounts. The Architect's certification for payment shall constitute a representation to the Owner, based on the Architect's evaluation of the Work as provided in Section 3.6.2 and on the data comprising the Contractor's Application for Payment, that, to the best of the Architect's knowledge, information and belief, the Work has progressed to the point indicated and that the quality of the Work is in accordance with the Contract Documents. The foregoing representations are subject (1) to an evaluation of the Work for conformance with the Contract Documents upon Substantial Completion, (2) to results of subsequent tests and inspections, (3) to correction of minor deviations from the Contract Documents prior to completion, and (4) to specific qualifications expressed by the Architect.

§ 3.6.3.2 The issuance of a Certificate for Payment shall not be a representation that the Architect has (1) made exhaustive or continuous on-site inspections to check the quality or quantity of the Work, (2) reviewed construction means, methods, techniques, sequences or procedures, (3) reviewed copies of requisitions received from Subcontractors and material suppliers and other data requested by the Owner to substantiate the Contractor's right to payment, or (4) ascertained how or for what purpose the Contractor has used money previously paid on account of the Contract Sum.

§ 3.6.3.3 The Architect shall maintain a record of the Applications and Certificates for Payment.

§ 3.6.4 SUBMITTALS

§ 3.6.4.1 The Architect shall review the Contractor's submittal schedule and shall not unreasonably delay or withhold approval. The Architect's action in reviewing submittals shall be taken in accordance with the approved submittal schedule or, in the absence of an approved submittal schedule, with reasonable promptness while allowing sufficient time in the Architect's professional judgment to permit adequate review.

§ 3.6.4.2 In accordance with the Architect-approved submittal schedule, the Architect shall review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the Contractor's responsibility. The Architect's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Architect, of any construction means, methods, techniques, sequences or procedures. The Architect's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
§ 3.6.4.3 If the Contract Documents specifically require the Contractor to provide professional design services or certifications by a design professional related to systems, materials or equipment, the Architect shall specify the appropriate performance and design criteria that such services must satisfy. The Architect shall review shop drawings and other submittals related to the Work designed or certified by the design professional retained by the Contractor that bear such professional’s seal and signature when submitted to the Architect. The Architect shall be entitled to rely upon the adequacy, accuracy and completeness of the services, certifications and approvals performed or provided by such design professionals.

§ 3.6.4.4 Subject to the provisions of Section 4.3, the Architect shall review and respond to requests for information about the Contract Documents. The Architect shall set forth in the Contract Documents the requirements for requests for information. Requests for information shall include, at a minimum, a detailed written statement that indicates the specific Drawings or Specifications in need of clarification and the nature of the clarification requested. The Architect’s response to such requests shall be made in writing within any time limits agreed upon, or otherwise with reasonable promptness. If appropriate, the Architect shall prepare and issue supplemental Drawings and Specifications in response to requests for information.

§ 3.6.4.5 The Architect shall maintain a record of submittals and copies of submittals supplied by the Contractor in accordance with the requirements of the Contract Documents.

§ 3.6.5 CHANGES IN THE WORK

§ 3.6.5.1 The Architect may authorize minor changes in the Work that are consistent with the intent of the Contract Documents and do not involve an adjustment in the Contract Sum or an extension of the Contract Time. Subject to the provisions of Section 4.3, the Architect shall prepare Change Orders and Construction Change Directives for the Owner’s approval and execution in accordance with the Contract Documents.

§ 3.6.5.2 The Architect shall maintain records relative to changes in the Work under Section 3.6.5.1.

§ 3.6.6 PROJECT COMPLETION

§ 3.6.6.1 The Architect shall conduct inspections on site reviews to determine the date or dates of Substantial Completion and the date of final completion; issue Certificates of Substantial Completion; receive from the Contractor and forward to the Owner, for the Owner’s review and records, written warranties and related documents required by the Contract Documents and assembled by the Contractor; and issue a final Certificate for Payment based upon a final inspection on site review indicating the Work complies with the requirements of the Contract Documents.

§ 3.6.6.2 The Architect’s inspections reviews shall be conducted with the Owner to check apparent conformance of the Work with the requirements of the Contract Documents and to verify the apparent accuracy and completeness of the list submitted by the Contractor of Work to be completed or corrected.

§ 3.6.6.3 When the Work is found to be substantially complete, the Architect shall inform the Owner about the balance of the Contract Sum remaining to be paid the Contractor, including the amount to be retained from the Contract Sum, if any, for final completion or correction of the Work.

§ 3.6.6.4 The Architect shall forward to the Owner the following information received from the Contractor: (1) consent of surety or sureties, if any, to reduction in or partial release of retainage or the making of final payment; (2) affidavits, receipts, releases and waivers of liens or bonds indemnifying the Owner against liens; and (3) any other documentation required of the Contractor under the Contract Documents.

§ 3.6.6.5 Upon request of the Owner, and prior to the expiration of one year from the date of Substantial Completion, the Architect shall, without additional compensation, conduct a meeting with the Owner to review the facility operations and performance.

ARTICLE 4 ADDITIONAL SERVICES

§ 4.1 Additional Services listed below are not included in Basic Services but may be required for the Project. The Architect shall provide the listed Additional Services only if specifically designated in the table below as the Architect’s responsibility, and the Owner shall compensate the Architect as provided in Section 11.2.
Designate the Additional Services the Architect shall provide in the second column of the table below. In the third column indicate whether the service description is located in Section 4.2 or in an attached exhibit. If in an exhibit, identify the exhibit.

<table>
<thead>
<tr>
<th>Services</th>
<th>Responsibility (Architect, Owner or Not Provided)</th>
<th>Location of Service Description (Section 4.2 below or in an exhibit attached to this document and identified below)</th>
</tr>
</thead>
<tbody>
<tr>
<td>§ 4.1.1 Programming</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.2 Multiple preliminary designs</td>
<td>NP</td>
<td></td>
</tr>
<tr>
<td>§ 4.1.3 Measured drawings</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.4 Existing facilities surveys</td>
<td>NP</td>
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<tr>
<td>§ 4.1.5 Site Evaluation and Planning (B203TM-2007)</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.6 Building information modeling</td>
<td>NP</td>
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<tr>
<td>§ 4.1.7 Civil engineering</td>
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<td></td>
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<tr>
<td>§ 4.1.8 Landscape design</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.9 Architectural Interior Design (B252TM-2007)</td>
<td>NP</td>
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<tr>
<td>§ 4.1.10 Value Analysis (B204TM-2007)</td>
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<tr>
<td>§ 4.1.11 Detailed cost estimating</td>
<td>NP</td>
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<tr>
<td>§ 4.1.12 On-site project representation</td>
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<td>§ 4.1.13 Conformed construction documents</td>
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<tr>
<td>§ 4.1.14 As-Designed Record drawings</td>
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<tr>
<td>§ 4.1.15 As-Constructed Record drawings</td>
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<tr>
<td>§ 4.1.16 Post occupancy evaluation</td>
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<tr>
<td>§ 4.1.17 Facility Support Services (B210TM-2007)</td>
<td>NP</td>
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<tr>
<td>§ 4.1.18 Tenant-related services</td>
<td>NP</td>
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<tr>
<td>§ 4.1.19 Coordination of Owner’s consultants</td>
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<tr>
<td>§ 4.1.20 Telecommunications/data design</td>
<td>NP</td>
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<tr>
<td>§ 4.1.22 Commissioning (B211TM-2007)</td>
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<tr>
<td>§ 4.1.23 Extensive environmentally responsible design</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.24 LEED® Certification (B214TM-2007)</td>
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<tr>
<td>§ 4.1.25 Historic Preservation (B205TM-2007)</td>
<td>NP</td>
<td></td>
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<tr>
<td>§ 4.1.26 Furniture, Furnishings, and Equipment Design (B253TM-2007)</td>
<td>NP</td>
<td></td>
</tr>
</tbody>
</table>

§ 4.2 Insert a description of each Additional Service designated in Section 4.1 as the Architect’s responsibility, if not further described in an exhibit attached to this document.

§ 4.3 Additional Services may be provided after execution of this Agreement, without invalidating the Agreement. Except for services required due to the fault of the Architect, any Additional Services provided in accordance with this Section 4.3 shall entitle the Architect to compensation pursuant to Section 11.3 and an appropriate adjustment in the Architect’s schedule.

§ 4.3.1 Upon recognizing the need to perform the following Additional Services, the Architect shall notify the Owner with reasonable promptness and explain the facts and circumstances giving rise to the need. The Architect shall not proceed to provide the following services until the Architect receives the Owner’s written authorization:

1 Services necessitated by a change in the Initial Information, previous instructions or approvals given by the Owner, or a material change in the Project including, but not limited to, size, quality, complexity, the Owner’s schedule or budget for Cost of the Work, or procurement or delivery method, or bid packages in addition to those listed in Section 1.1.6;
Services necessitated by the Owner’s request for extensive environmentally responsible design alternatives, such as unique system designs, in-depth material research, energy modeling, or LEED® certification;

Changing or editing previously prepared Instruments of Service necessitated by the enactment or revision of codes, laws or regulations or official interpretations;

Services necessitated by decisions of the Owner not rendered in a timely manner or any other failure of performance on the part of the Owner or the Owner’s consultants or contractors;

Preparing digital data for transmission to the Owner’s consultants and contractors, or to other Owner authorized recipients;

Preparation of design and documentation for alternate bid or proposal requests proposed by the Owner;

Preparation for, and attendance at, a public presentation, meeting or hearing on an abnormal number of public presentations, meetings or hearings;

Preparation for, and attendance at a dispute resolution proceeding or legal proceeding, except where the Architect is party thereto;

Evaluation of the qualifications of bidders or persons providing proposals;

Consultation concerning replacement of Work resulting from fire or other cause during construction;

Assistance to the Initial Decision Maker, if other than the Architect.

Documentation, data collection, preparation for and attendance at meetings and similar services necessitated by the inclusion of a provision for liquidated damages in the Owner/Contractor Agreement.

§ 4.3.2 To avoid delay in the Construction Phase, the Architect shall provide the following Additional Services, notify the Owner with reasonable promptness, and explain the facts and circumstances giving rise to the need. If the Owner subsequently determines that all or parts of those services are not required, the Owner shall give prompt written notice to the Architect, and the Owner shall have no further obligation to compensate the Architect for those services beyond the services performed:

1. Reviewing a Contractor’s submittal out of sequence from the submittal schedule agreed to by the Architect;
2. Responding to the Contractor’s requests for information that are not prepared in accordance with the Contract Documents or where such information is available to the Contractor from a careful study and comparison of the Contract Documents, field conditions, other Owner-provided information, Contractor-prepared coordination drawings, or prior Project correspondence or documentation;
3. Preparing Change Orders, and Construction Change Directives that require evaluation of Contractor’s proposals and supporting data, or the preparation or revision of Instruments of Service;
4. Evaluating an extensive number of Claims as the Initial Decision Maker;
5. Evaluating substitutions proposed by the Owner or Contractor and making subsequent revisions to Instruments of Service resulting therefrom;
6. To the extent the Architect’s Basic Services are affected, providing Construction Phase Services (90) days after (1) the date of Substantial Completion of the Work or (2) the anticipated date of Substantial Completion identified in Initial Information, whichever is earlier.

§ 4.3.3 The Architect shall provide Construction Phase Services exceeding the limits set forth below as Additional Services. When the limits below are reached, the Architect shall notify the Owner:

1. Two (2) reviews of each Shop Drawing, Product Data item, sample and similar submittals of the Contractor
2. Ten (10) visits to the site by the Architect over the duration of the Project during construction
3. (—) inspections «One » (« 1 ») on site reviews for any portion of the Work to determine whether such portion of the Work is appears substantially complete in accordance with the requirements of the Contract Documents
4. (—) inspections «One » (« 1 ») on site reviews for any portion of the Work to determine final completion

§ 4.3.4 If the services covered by this Agreement have not been completed within twelve (12) months of the date of this Agreement, through no fault of the Architect, extension of the Architect’s services beyond that time shall be compensated as Additional Services.
ARTICLE 5  OWNER’S RESPONSIBILITIES

§ 5.1 Unless otherwise provided for under this Agreement, the Owner shall provide information in a timely manner regarding requirements for and limitations on the Project, including a written program which shall set forth the Owner’s objectives, schedule, constraints and criteria, including space requirements and relationships, flexibility, expandability, special equipment, systems and site requirements. Within 15 days after receipt of a written request from the Architect, the Owner shall furnish the requested information as necessary and relevant for the Architect to evaluate, give notice of or enforce lien rights.

§ 5.2 The Owner shall furnish the services of a Scheduling Consultant that shall be responsible for creating the overall Project schedule. The Owner shall adjust the Project schedule, if necessary, as the Project proceeds.

§ 5.3 The Owner shall establish and periodically update the Owner’s budget for the Project, including (1) the budget for the Cost of the Work as defined in Section 6.1; (2) the Owner’s other costs; and, (3) reasonable contingencies related to all of these costs. The Owner shall furnish the services of a Cost Consultant that shall be responsible for preparing all estimates of the Cost of the Work. If the Owner significantly increases or decreases the Owner’s budget for the Cost of the Work, the Owner shall notify the Architect. The Owner and the Architect shall thereafter agree to a corresponding change in the budget for the Cost of the Work or in the Project’s scope and quality.

§ 5.3.1 The Owner acknowledges that accelerated, phased or fast-track scheduling provides a benefit, but also carries with it associated risks. Such risks include the Owner incurring costs for the Architect to coordinate and redesign portions of the Project affected by procuring or installing elements of the Project prior to the completion of all relevant Construction Documents, and costs for the Contractor to remove and replace previously installed Work. If the Owner selects accelerated, phased or fast-track scheduling, the Owner agrees to include in the budget for the Project sufficient contingencies to cover such costs and not hold Architect responsible for such costs.

§ 5.4 The Owner shall identify a representative authorized to act on the Owner’s behalf with respect to the Project. The Owner shall render decisions and approve the Architect’s submittals in a timely manner in order to avoid unreasonable delay in the orderly and sequential progress of the Architect’s services.

§ 5.5 The Owner shall furnish surveys to describe physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; designated wetlands; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data with respect to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including invert and depths. All the information on the survey shall be referenced to a Project benchmark.

§ 5.6 The Owner shall furnish services of geotechnical engineers, which may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, seismic evaluation, ground corrosion tests and resistivity tests, including necessary operations for anticipating suboil conditions, with written reports and appropriate recommendations.

§ 5.7 The Owner shall coordinate the services of its own consultants with those services provided by the Architect. Upon the Architect’s request, the Owner shall furnish copies of the scope of services in the contracts between the Owner and the Owner’s consultants. The Owner shall furnish the services of consultants other than those designated in this Agreement, or authorize the Architect to furnish them as an Additional Service, when the Architect requests such services and demonstrates that they are reasonably required by the scope of the Project. The Owner shall require that its consultants maintain professional liability insurance and other liability insurance as appropriate to the services provided.

§ 5.8 The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.

§ 5.9 The Owner shall furnish all legal, insurance and accounting services, including auditing services, that may be reasonably necessary at any time for the Project to meet the Owner’s needs and interests.
§ 5.10 The Ownershall provide prompt written notice to the Architect if the Owner becomes aware of any fault or
defect in the Project, including errors, omissions or inconsistencies in the Architect’s Instruments of Service.

§ 5.11 Except as otherwise provided in this Agreement, or when direct communications have been specially
authorized, the Owner shall endeavor to communicate with the Contractor and the Architect’s consultants through
the Architect about matters arising out of or relating to the Contract Documents. The Owner shall promptly notify
the Architect of any direct communications that may affect the Architect’s services.

§ 5.12 Before executing the Contract for Construction, the Owner shall coordinate the Architect’s duties and
responsibilities set forth in the Contract for Construction with the Architect’s services set forth in this Agreement.
The Owner shall provide the Architect a copy of the executed agreement between the Owner and Contractor,
including the General Conditions of the Contract for Construction.

§ 5.13 The Owner shall provide the Architect access to the Project site prior to commencement of the Work and shall
obligate the Contractor to provide the Architect access to the Work wherever it is in preparation or progress.

§ 5.14 The Owner shall contract separately for the consulting services in this Article 5 and as listed in Section
1.1.12.1. Unless otherwise indicated, those services shall be performed by licensed professionals, who shall affix
their seals on the appropriate documents prepared by them. The contracts between the Owner and Owner’s
consultants shall require the consultants to coordinate their drawings and other Instruments of Service with those of
the Architect and to advise the Architect of any potential conflict. The Architect shall have no responsibility for the
components of the Project designed by the Owner’s consultants or the adequacy of their Instruments of Service.
Review by the Architect of the consultant’s drawings and other Instruments of Service is solely for consistency with
the Architect’s design concept of the Project. The Architect shall be entitled to rely on the technical sufficiency and
timely delivery of documents and services furnished by those consultants in connection with such documents and
services, and shall not be required to review or verify those computations or designs for compliance with applicable
laws, statutes, ordinances, building codes, and rules and regulations. To the fullest extent permitted by law, the
Owner shall defend, indemnify and hold harmless the Architect, its consultants and the employees of any of them
from all claims, damages, losses and expenses, including but not limited to attorney’s fees, arising out of the
services performed by the other consultants of the Owner even if Owner contends Architect, its consultants or the
employees of any of them should have discovered the error or omission of Owner’s consultants.

§ 5.15 If the Owner authorizes deviations, recorded or unrecorded, from the documents prepared by the Architect
without written agreement of the Architect, to the fullest extent permitted by law, the Owner shall defend, indemnify
and hold harmless the Architect, its consultants and the employees of any of them from and against all claims,
damages, losses and expenses, including but not limited to attorney’s fees, arising out of or resulting from such
deviations.

§ 5.16 Owner shall include in the contracts of all contractors Sections 3.5 and 3.18 of AIA A-201 General

§ 5.17 Owner shall include in the contracts of all contractors provisions stating that the contractor warrants and
guarantees to Owner and Architect that the Work will be performed by all workers at the site in a safe and careful
manner without injury or death to any such worker and in full compliance with the provisions of all safety statutes,
ordinances, laws, rules and regulations, including but not limited to, the Occupational Safety and Health Act.

§ 5.18 Owner shall include in the contracts of all contractors the requirement that the contractors name Owner and
Architect as additional insureds on all insurance required by the contractors for the Project.

ARTICLE 6 COST OF THE WORK

§ 6.1 For purposes of this Agreement, the Cost of the Work shall be the total cost to the Owner to construct all
elements of the Project designed or specified by the Architect and shall include contractors' general conditions costs,
overhead and profit. The Cost of the Work does not include the compensation of the Architect, the costs of the land,
rights-of-way, financing, contingencies for changes in the Work or other costs that are the responsibility of the
Owner. Cost of the Work shall include an Owner's contingency in the amount of 3% of the construction budget to

cover ambiguities, inconsistencies, incompleteness, errors or omissions in the drawings, specifications or other design documentation furnished by the Architect.

§ 5.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.2 The Owner's budget for the Cost of the Work is provided in Initial Information, and may be adjusted throughout the Project as required under Sections 5.3 and 6.4. Evaluations of the Owner's budget for the Cost of the Work represent the Architect's judgment as a design professional.

§ 6.3 The Owner shall require the Cost Consultant to include appropriate contingencies for design, bidding or negotiating, price escalation, and market conditions in estimates of the Cost of the Work. The Architect shall be entitled to rely on the accuracy and completeness of estimates of the Cost of the Work the Cost Consultant prepares as the Architect progresses with its Basic Services. The Architect shall prepare, as an Additional Service, revisions to the Drawings, Specifications or other documents required due to the Cost Consultant's inaccuracies or incompleteness in preparing cost estimates. The Architect may review the Cost Consultant's estimates solely for the Architect's guidance in completion of its services, however, the services. The Architect shall report to the Owner any material inaccuracies and inconsistencies noted during any such review, review, but in no event shall the Architect be liable if the bids or Cost of the Work exceeds the estimate or the Owner's budget.

§ 6.4 If, prior to the conclusion of the Design Development Phase, the Cost Consultant's estimate of the Cost of the Work exceeds the Owner's budget for the Cost of the Work, the Architect, in consultation with the Cost Consultant, shall make appropriate recommendations to the Owner to adjust the Project's size, quality or budget, and the Owner shall cooperate with the Architect in making such adjustments.

§ 6.5 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.3 implement any other mutually acceptable alternative.

§ 6.6 If the estimate of the Cost of the Work at the conclusion of the Design Development Phase exceeds the Owner's budget for the Cost of the Work, the Owner shall

.1 give written approval of an increase in the budget for the Cost of the Work;
.2 in consultation with the Architect, revise the Project program, scope, or quality as required to reduce the Cost of the Work; or
.3 implement any other mutually acceptable alternative.

§ 6.7 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.8 If the Owner chooses to proceed under Section 6.5.2, the Architect, without additional compensation, shall incorporate the required modifications in the Construction Documents Phase as necessary to comply with the Owner's budget for the Cost of the Work at the conclusion of the Design Development Phase Services, or the budget as adjusted under Section 6.5.1. The Architect's modification of the Construction Documents shall be the limit of the Architect's responsibility as a Basic Service under this Article 6.

§ 6.9 After incorporation of modifications under Section 6.6, the Architect shall, as an Additional Service, make any required revisions to the Drawings, Specifications or other documents necessitated by subsequent cost estimates that exceed the Owner's budget for the Cost of the Work, except when the excess is due to changes initiated by the Architect in scope, basic systems, or the kinds and quality of materials, finishes or equipment.

ARTICLE 7 COPYRIGHTS AND LICENSES

§ 7.1 The Architect and the Owner warrant that in transmitting Instruments of Service, or any other information, the transmitting party is the copyright owner of such information or has permission from the copyright owner to transmit such information for its use on the Project. If the Owner and Architect intend to transmit Instruments of Service or any other information or documentation in digital form, they shall endeavor to establish necessary protocols governing such transmissions.

§ 7.2 The Architect and the Architect's consultants shall be deemed the authors and owners of their respective Instruments of Service, including the Drawings and Specifications, and shall retain all common law, statutory and other reserved rights, including copyrights. Submission or distribution of Instruments of Service to meet official regulatory requirements or for similar purposes in connection with the Project is not to be construed as publication in derogation of the reserved rights of the Architect and the Architect's consultants.

§ 7.3 Upon execution of this Agreement, the Architect grants to the Owner a nonexclusive license to use the Architect's Instruments of Service solely and exclusively for purposes of constructing, using, maintaining, altering.
and adding to the Project, provided that the Owner substantially performs its obligations, including prompt payment of all sums when due, under this Agreement. The Architect shall obtain similar nonexclusive licenses from the Architect’s consultants consistent with this Agreement. The license granted under this section permits the Owner to authorize the Contractor, Subcontractors, Sub-subcontractors, and material or equipment suppliers, as well as the Owner’s consultants and separate contractors, to reproduce applicable portions of the Instruments of Service solely and exclusively for use in performing services or construction for the Project. If the Architect rightfully terminates this Agreement for cause as provided in Section 9.4, or Architect is terminated without cause as provided in Section 9.5, the license granted in this Section 7.3 shall terminate.

§ 7.3.1 In the event the Owner uses the Instruments of Service without retaining the authors of the Instruments of Service, the Owner releases the Architect and Architect’s consultant(s) from all claims and causes of action arising from such uses. The Owner, to the extent permitted by law, further agrees to defend, indemnify and hold harmless the Architect and its consultants from all costs and expenses, including the cost of defense, related to claims and causes of action asserted by any third person or entity to the extent such costs and expenses arise from the Owner’s use of the Instruments of Service under this Section 7.3.1. The terms of this Section 7.3.1 shall not apply if the Owner rightfully terminates this Agreement for cause under Section 9.4.

§ 7.4 Except for the licenses granted in this Article 7, no other license or right shall be deemed granted or implied under this Agreement. The Owner shall not assign, delegate, sublicense, pledge or otherwise transfer any license granted herein to another party without the prior written agreement of the Architect. Any unauthorized use of the Instruments of Service shall be at the Owner’s sole risk and without liability to the Architect and the Architect’s consultants.

§ 7.5 When the Architect provides to the Owner any Instruments of Service in electronic form, the following shall apply:

§ 7.5.1 The submitted data files are intended to work only as described in the Agreement. These files are compatible only on AutoCAD 2010 or Revit Architecture 2010 or later releases. (Owner shall verify drawing release number and file format with Architect at the time files are transmitted.) The Architect makes no warranty as to the compatibility of these files and only agrees to the representations herein of the specified release of the above stated software. The Architect cannot be held responsible for uses of the data outside of or beyond the scope of the Agreement.

§ 7.5.2 The information of the electronic media is not considered part of the Architect’s Instrument of Service. The Instruments of Service shall be the sealed Drawings and Specifications prepared by the Architect. The information contained on the electronic media shall not be used on other projects, for additions to the Project or for completion of this Project by another design professional without written consent from the Architect. Any such use or reuse by the Owner or others without written consent by the Architect for the specific purpose intended will be at the Owner’s sole risk and without liability or legal exposure to the Architect. Furthermore, the Owner shall, to the fullest extent permitted by law, defend, indemnify and hold harmless the Architect from all claims arising out of or resulting from Owner’s violation of any of the terms of this Section 7.5.2. Any such consent or adaptation will entitle the Architect to further compensation at rates to be mutually agreed upon by the Owner and the Architect.

§ 7.5.3 The Architect will not be held responsible to maintain copies of the electronic files for more than one (1) year after acceptance of the Project.

§ 7.5.4 The electronic files are submitted to the Owner for a 30-day acceptance period. Because data stored on electronic media can deteriorate undetected or be modified without the Architect’s knowledge, the Owner agrees that the Architect cannot be held liable for the completeness or correctness of the electronic data after an acceptance period of 30 days from delivery of the electronic files. During this period, the Owner may review and examine these files and any errors detected during this time will be corrected, as part of this Agreement. Any change requested after the acceptance period will be considered Additional Services to be performed on a time and material basis, at the Architect’s standard rates plus based on the terms and conditions herein. No software is to be transferred to Owner and in all instances, the Owner’s right to use computer data or files or to use Drawings, Specifications or other Instruments of Service prepared by Architect is conditioned on the Owner not being in default under this Agreement.
ARTICLE 8 CLAIMS AND DISPUTES

§ 8.1 GENERAL

§ 8.1.1 The Owner and Architect shall commence all claims and causes of action, whether in contract, tort, or otherwise, against the other arising out of or related to this Agreement in accordance with the requirements of the method of binding dispute resolution selected in this Agreement within the period specified by applicable law, but in any case not more than 10 years after the date of Substantial Completion of the Work. The Owner and Architect waive all claims and causes of action not commenced in accordance with this Section 8.1.1.

§ 8.1.2 To the extent damages are covered by property insurance, the Owner and Architect waive all rights against each other and against the contractors, consultants, agents and employees of the other for damages, except such rights as they may have to the proceeds of such insurance as set forth in AIA Document A201–2007, General Conditions of the Contract for Construction. The Owner or the Architect, as appropriate, shall require of the contractors, consultants, agents and employees of any of them similar waivers in favor of the other parties enumerated herein.

§ 8.1.3 The Architect shall indemnify and hold the Owner and the Owner’s officers and employees harmless from and against damages, losses and judgments arising from claims by third parties, including reasonable attorneys’ fees and expenses recoverable under applicable law, but only to the extent they are caused by the negligent acts or omissions of the Architect, its employees and its consultants in the performance of professional services under this Agreement and only for their relative percentage degree of fault. The Architect’s duty to indemnify the Owner under this provision shall be limited to the available proceeds of insurance coverage. As a condition of Architect’s obligation to indemnify, Owner shall provide prompt written notice of the claim for which indemnification is sought and afford Architect the option to assume defense of the Owner, which Architect may elect or decline in its sole discretion.

§ 8.1.4 The Architect and Owner waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement or the services provided. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement, except as specifically provided in Section 9.7.

§ 8.2 MEDIATION

§ 8.2.1 Any claim, dispute or other matter in question arising out of or related to this Agreement shall be subject to mediation as a condition precedent to binding dispute resolution. If such matter relates to or is the subject of a lien arising out of the Architect’s services, the Architect may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by binding dispute resolution.

§ 8.2.2 Prior to instituting mediation, on written notice of either party to the other of the election to submit any dispute under this Agreement to mediation, each party shall designate their representative and shall meet within five (5) days after the service of the notice. The parties themselves shall then attempt to resolve the dispute within ten (10) days of meeting. Should the parties themselves be unable to agree on a resolution of the dispute within such ten (10) days, the parties may proceed to mediation. The Owner and Architect shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Mediation Procedures in effect on the date of the Agreement. A request for mediation shall be made in writing, delivered to the other party to the Agreement, and filed with the person or entity administering the mediation. The request may be made concurrently with the filing of a complaint or other appropriate demand for binding dispute resolution but, in such event, mediation shall proceed in advance of binding dispute resolution proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order. If an arbitration proceeding is stayed pursuant to this section, the parties may nonetheless proceed to the selection of the arbitrator(s) and agree upon a schedule for later proceedings.
§ 8.2.3 The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

§ 8.2.4 If the parties do not resolve a dispute through mediation pursuant to this Section 8.2, the method of binding dispute resolution shall be the following:

(Check the appropriate box. If the Owner and Architect do not select a method of binding dispute resolution below, or do not subsequently agree in writing to a binding dispute resolution method other than litigation, the dispute will be resolved in a court of competent jurisdiction.)

- [ ] Arbitration pursuant to Section 8.3 of this Agreement
- [ ] Litigation in a court of competent jurisdiction
- [ ] Other (Specify)

§ 8.3 ARBITRATION

§ 8.3.1 If the parties have selected arbitration as the method for binding dispute resolution in this Agreement any claim, dispute or other matter in question arising out of or related to this Agreement subject to, but not resolved by, mediation shall be subject to arbitration which, unless the parties mutually agree otherwise, shall be administered by the American Arbitration Association in accordance with its Construction Industry Arbitration Rules in effect on the date of the Agreement. A demand for arbitration shall be made in writing, delivered to the other party to this Agreement, and filed with the person or entity administering the arbitration.

§ 8.3.1.1 A demand for arbitration shall be made no earlier than concurrently with the filing of a request for mediation, but in no event shall it be made after the date when the institution of legal or equitable proceedings based on the claim, dispute or other matter in question would be barred by the applicable statute of limitations. For statute of limitations purposes, receipt of a written demand for arbitration by the person or entity administering the arbitration shall constitute the institution of legal or equitable proceedings based on the claim, dispute or other matter in question.

§ 8.3.2 The foregoing agreement to arbitrate and other agreements to arbitrate with an additional person or entity duly consented to by parties to this Agreement shall be specifically enforceable in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.3 The award rendered by the arbitrator(s) shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

§ 8.3.4 CONSOLIDATION OR JOINDER

§ 8.3.4.1 Either party, at its sole discretion, may consolidate an arbitration conducted under this Agreement with any other arbitration to which it is a party provided that (1) the arbitration agreement governing the other arbitration permits consolidation; (2) the arbitrations to be consolidated substantially involve common questions of law or fact; and (3) the arbitrations employ materially similar procedural rules and methods for selecting arbitrator(s).

§ 8.3.4.2 Either party, at its sole discretion, may include by joinder persons or entities substantially involved in a common question of law or fact whose presence is required if complete relief is to be accorded in arbitration, provided that the party sought to be joined consents in writing to such joinder. Consent to arbitration involving an additional person or entity shall not constitute consent to arbitration of any claim, dispute or other matter in question not described in the written consent.

§ 8.3.4.3 The Owner and Architect grant to any person or entity made a party to an arbitration conducted under this Section 8.3, whether by joinder or consolidation, the same rights of joinder and consolidation as the Owner and Architect under this Agreement.
ARTICLE 9  TERMINATION OR SUSPENSION

§ 9.1 If the Owner fails to make payments to the Architect in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the Architect’s option, cause for suspension of performance of services under this Agreement. If the Architect elects to suspend services, the Architect shall give seven days’ written notice to the Owner before suspending services. In the event of a suspension of services, the Architect shall have no liability to the Owner for delay or damage caused the Owner because of such suspension of services. Before resuming services, the Architect shall be paid all sums due prior to suspension and any expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.2 If the Owner suspends the Project, the Architect shall be compensated for services performed prior to notice of such suspension. When the Project is resumed, the Architect shall be compensated for expenses incurred in the interruption and resumption of the Architect’s services. The Architect’s fees for the remaining services and the time schedules shall be equitably adjusted.

§ 9.3 If the Owner suspends the Project for more than 90 cumulative days for reasons other than the fault of the Architect, the Architect may terminate this Agreement by giving not less than seven days’ written notice.

§ 9.4 Either party may terminate this Agreement upon not less than seven days’ written notice should the other party fail substantially to perform in accordance with the terms of this Agreement through no fault of the party initiating the termination.

§ 9.5 The Owner may terminate this Agreement upon not less than seven days’ written notice to the Architect for the Owner’s convenience and without cause.

§ 9.6 In the event of termination not the fault of the Architect, the Architect shall be compensated for services performed prior to termination, together with Reimbursable Expenses then due and all Termination Expenses as defined in Section 9.7.

§ 9.7 Termination Expenses are in addition to compensation for the Architect’s services and include expenses directly attributable to termination for which the Architect is not otherwise compensated, plus an amount for the Architect’s anticipated profit on the value of the services not performed by the Architect.

§ 9.8 The Owner’s rights to use the Architect’s Instruments of Service in the event of a termination of this Agreement are set forth in Article 7 and Section 11.9. In no event shall Architect be liable for any errors or omissions in the Instruments of Service if Owner is rightfully terminated under Sections 9.1, 9.3 or 9.4, or Architect is terminated under Section 9.5.

ARTICLE 10  MISCELLANEOUS PROVISIONS

§ 10.1 This Agreement shall be governed by the law of the place where the Project is located, except that if the parties have selected arbitration as the method of binding dispute resolution, the Federal Arbitration Act shall govern Section 8.3.

§ 10.2 Terms in this Agreement shall have the same meaning as those in AIA Document A201–2007, General Conditions of the Contract for Construction.

§ 10.3 The Owner and Architect, respectively, bind themselves, their agents, successors, assigns and legal representatives to this Agreement. Neither the Owner nor the Architect shall assign this Agreement without the written consent of the other, except that the Owner may assign this Agreement to a lender providing financing for the Project if the lender agrees to assume the Owner’s rights and obligations under this Agreement.

§ 10.4 If the Owner requests the Architect to execute certificates, the proposed language of such certificates shall be submitted to the Architect for review at least 14 days prior to the requested dates of execution. If the Owner requests the Architect to execute consents reasonably required to facilitate assignment to a lender, the Architect shall execute all such consents that are consistent with this Agreement, provided the proposed consent is submitted to the
Architect for review at least 14 days prior to execution. The Architect shall not be required to execute certificates or consents that would require knowledge, services or responsibilities beyond the scope of this Agreement.

§ 10.5 Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Owner or Architect.

§ 10.6 Unless otherwise required in this Agreement, the Architect shall have no responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. If the Architect or the Architect's consultants at their option agree in writing to perform services related to hazardous materials, to the fullest extent permitted by law, the Owner agrees to defend, indemnify and hold harmless the Architect, its consultants and the employees of any of them from and against any and all claims, damages, losses and expenses, including but not limited to attorney's fees, arising out of or resulting from the performance of services by the Architect, its consultants or the employees of any of them related to such services, except where such liability arises from the sole negligence or willful misconduct of the person or entity seeking indemnification.

§ 10.7 The Architect shall have the right to include photographic or artistic representations of the design of the Project among the Architect's promotional and professional materials. The Architect shall be given reasonable access to the completed Project to make such representations. However, the Architect's materials shall not include the Owner's confidential or proprietary information if the Owner has previously advised the Architect in writing of the specific information considered by the Owner to be confidential or proprietary. The Owner shall provide professional credit for the Architect in the Owner's promotional materials for the Project.

§ 10.8 If the Architect or Owner receives non-public information specifically designated by the other party as "confidential" or "business proprietary," the receiving party shall keep such information strictly confidential and shall not disclose it to any other person except to (1) its employees, (2) those who need to know the content of such information in order to perform services or construction solely and exclusively for the Project, or (3) its consultants and contractors whose contracts include similar restrictions on the use of confidential information.

ARTICLE 11 COMPENSATION

§ 11.1 For the Architect's Basic Services described under Article 3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation )

§ 11.2 For Additional Services designated in Section 4.1, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation. If necessary, list specific services to which particular methods of compensation apply.)

«Hourly »

§ 11.3 For Additional Services that may arise during the course of the Project, including those under Section 4.3, the Owner shall compensate the Architect as follows:

(Insert amount of, or basis for, compensation.)

«Hourly or per a negotiated amount with all parties. »

§ 11.4 Compensation for Additional Services of the Architect's consultants when not included in Sections 11.2 or 11.3, shall be the amount invoiced to the Architect plus percent ( _ %), one and one-tenth (1.1) « », or as otherwise stated below:

« »

§ 11.5 Where compensation for Basic Services is based on a stipulated sum or percentage of the Cost of the Work, the compensation for each phase of services shall be as follows:
Schematic Design Phase 15 percent (%)
Design Development 25 percent (%)
Construction Documents 45 percent (%)
Bidding or Negotiation 5 percent (%)
Construction Phase 20 percent (%)

Total Basic Compensation 100 percent (%)

The Owner acknowledges that with an accelerated Project delivery or multiple bid package process, the Architect may be providing its services in multiple Phases simultaneously. Therefore, the Architect shall be permitted to invoice monthly in proportion to services performed in each Phase of Services, as appropriate.

§ 11.6 When compensation is based on a percentage of the Cost of the Work and any portions of the Project are deleted or otherwise not constructed, compensation for those portions of the Project shall be payable to the extent services are performed on those portions, in accordance with the schedule set forth in Section 11.5 based on (1) the lowest bona fide bid or negotiated proposal, or (2) if no such bid or proposal is received, the most recent estimate of the Cost of the Work for such portions of the Project. The Architect shall be entitled to compensation in accordance with this Agreement for all services performed whether or not the Construction Phase is commenced.

§ 11.7 The hourly billing rates for services of the Architect and the Architect’s consultants, if any, are set forth below. The rates shall be adjusted periodically in accordance with the Architect’s and Architect’s consultants’ normal review practices.

(If applicable, attach an exhibit of hourly billing rates or insert them below)

<table>
<thead>
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<th>Employee or Category</th>
<th>Rate</th>
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<tr>
<td>Principal</td>
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<tr>
<td>Arch IV</td>
<td>$165.00/hr</td>
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</tr>
<tr>
<td>Project Administrator I</td>
<td>$60.00/hr</td>
</tr>
</tbody>
</table>

§ 11.8 COMPENSATION FOR REIMBURSABLE EXPENSES

§ 11.8.1 Reimbursable Expenses are in addition to compensation for Basic and Additional Services and include expenses incurred by the Architect and the Architect’s consultants directly related to the Project, as follows:

1. Transportation and authorized out-of-town travel and subsistence;
2. Long distance services, dedicated data and communication services, teleconferences, Project Web sites, and extranets;
3. Fees paid for securing approval of authorities having jurisdiction over the Project;
4. Printing, reproductions, plots, standard form documents;
5. Postage, handling and delivery;
6. Expense of overtime work requiring higher than regular rates, if authorized in advance by the Owner;
7. Renderings, models, mock-ups, professional photography, and presentation materials requested by the Owner;
.8 Architect's Consultant's expense of professional liability insurance dedicated exclusively to this Project, or the expense of additional insurance coverage or limits if the Owner requests such insurance in excess of that normally carried by the Architect's consultants;
.9 All taxes levied on professional services and on reimbursable expenses;
.10 Site office expenses; and
.11 Other similar Project-related expenditures.

§ 11.8.2 For Reimbursable Expenses the compensation shall be the expenses incurred by the Architect and the Architect’s consultants plus percent (—%) one and one-tenth (1.1x) of the expenses incurred.

§ 11.9 COMPENSATION FOR USE OF ARCHITECT'S INSTRUMENTS OF SERVICE

If the Owner terminates the Architect for its convenience under Section 9.5, or the Architect terminates this Agreement under Section 9.3, the Owner shall pay a licensing fee as compensation for the Owner's continued use of the Architect's Instruments of Service solely for purposes of completing, using and maintaining the Project as follows:

«To be negotiated if it becomes applicable»

§ 11.10 PAYMENTS TO THE ARCHITECT

§ 11.10.1 An initial payment of zero ($0.00) shall be made upon execution of this Agreement and is the minimum payment under this Agreement. It shall be credited to the Owner's account in the final invoice.

§ 11.10.2 Unless otherwise agreed, payments for services shall be made monthly in proportion to services performed. Payments are due and payable upon presentation of the Architect's invoice. Amounts unpaid days after the invoice date shall bear interest at the rate entered below, or in the absence thereof at the legal rate prevailing from time to time at the principal place of business of the Architect.

(Insert rate of monthly or annual interest agreed upon.)

%—Current Prime Rate plus one percent (1%) per annum

§ 11.10.3 The Owner shall not withhold amounts from the Architect's compensation to impose a penalty or liquidated damages on the Architect, or to offset sums requested by or paid to contractors for the cost of changes in the Work unless the Architect agrees or has been found liable for the amounts in a binding dispute resolution proceeding.

§ 11.10.4 Records of Reimbursable Expenses, expenses pertaining to Additional Services, and services performed on the basis of hourly rates shall be available to the Owner at mutually convenient times.

ARTICLE 12 SPECIAL TERMS AND CONDITIONS

§ 12.1 Special terms and conditions that modify this Agreement are as follows:

LIMIT OF LIABILITY
Owner and Architect have discussed the risks, reward, and benefits of the Project and the Architect's total fee for services. The risks have been allocated such that the Owner agrees that, to the fullest extent permitted by law and in addition to any other limitations on liability expressed in this Agreement, Architect's total liability to Owner for any and all injuries, claims, losses, expenses, damages or claims expenses arising out of this Agreement from any cause or causes shall not exceed the total amount of the Cost of the Work. Such causes include but are not limited to negligence, errors, omissions, strict liability, breach of contract and breach of warranty.

ARTICLE 13 SCOPE OF THE AGREEMENT

§ 13.1 This Agreement represents the entire and integrated agreement between the Owner and the Architect and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both Owner and Architect.
§ 13.2 This Agreement is comprised of the following documents listed below:

1. AIA Document B103™-2007, Standard Form Agreement Between Owner and Architect
2. AIA Document E201™-2007, Digital Data Protocol Exhibit, if completed, or the following:

.3 Other documents:
(List other documents, if any, including additional scopes of service forming part of the Agreement.)

This Agreement entered into as of the day and year first written above.

OWNER

(Signature)

(Printed name and title)

ARCHITECT

(Signature)

John F. Ochoa, AIA
President

(Printed name and title)
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:

I. Required of Each Grantee

II. Lobbying

III. Procurement Compliance

IV. Providers of Public Transportation

V. Public Hearing

VI. Acquisition of Rolling Stock

VII. Acquisition of Capital Assets by Lease

VIII. Bus Testing

IX. Charter Service Agreement

X. School Transportation Agreement

XI. Demand Responsive Service

XII. Alcohol Misuse and Prohibited Drug Use

XIII. Interest and Other Financing Costs

XIV. Intelligent Transportation Systems

XV. Urbanized Area Formula Program

XVI. Clean Fuels Grant Program

XVII. Elderly Individuals and Individuals with Disabilities Formula & Pilot Programs

XVIII. Nonurbanized Area Formula Program

XIX. Job Access and Reverse Commute Formula Grant Program

XX. New Freedom Program

XXI. Alternative Transportation in Parks and Public Lands

XXII. Tribal Transit Program

XXIII. Infrastructure Finance Projects

XXIV. Deposits of Federal Financial Assistance to State Infrastructure Banks

XXV. Additional FTA Certifications & Assurances

XXVI. IDOT Certifications & Assurances

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

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 & Seal of County Clerk & Recorder
Debbie Gillette
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:
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ITEM 22 - PUBLIC INFORMATION

ITEM 23 - AMENDMENT

ITEM 24 - SEVERABILITY

ITEM 25 - ASSIGNMENT

ITEM 26 - DOCUMENTS FORMING THIS AGREEMENT

ITEM 27 - ETHANOL GASOLINE

ITEM 28 - TAXPAYER IDENTIFICATION NUMBER

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 3810/4)

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 for 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,
unemployment compensation benefits, Social Security coverage or retirement membership or credit.

**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:

<table>
<thead>
<tr>
<th>Signature of Authorized Representative</th>
<th>Type or Print Name of Authorized Representative</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>Date</td>
<td>Type or Print Title of Authorized Representative</td>
</tr>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Accepted on behalf of the State of Illinois, Department of Transportation:

Joseph E. Shacter, Director, Division of Public & Intermodal Transportation

Matthew Hughes, Acting Director, Office of Finance and Administration

Ellen Schanzle-Haskins, Chief Counsel
(Approved as to form)

Gary Hannig, Secretary of Transportation
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 ___________________________
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.
(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
## Proposed Costs to be paid out of Remaining Jail Expansion Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Expansion Funds Balance 12/31/10</td>
<td>$34,010.25</td>
</tr>
<tr>
<td>Board Approved Expenditures</td>
<td></td>
</tr>
<tr>
<td>PSC A/C Compressors</td>
<td>$23,570.00</td>
</tr>
<tr>
<td><strong>Balance</strong></td>
<td><strong>$10,440.25</strong></td>
</tr>
</tbody>
</table>

### Detectives Office Move

<table>
<thead>
<tr>
<th>Description</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><strong>$1,850.00</strong></td>
</tr>
</tbody>
</table>

### Sgt. Office, Computer Room and Evidence Moves

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Painting</td>
<td>$200.00</td>
</tr>
<tr>
<td>Miscellaneous</td>
<td>$200</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td><strong>$400.00</strong></td>
</tr>
</tbody>
</table>

### Jail Expansion Funds Balance After Paying for A/C Compressors

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Jail Expansion Funds Balance After Paying for A/C Compressors</td>
<td>$10,440.25</td>
</tr>
</tbody>
</table>

### Total Request from Jail Expansion Fund for Office Moves

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Total Request from Jail Expansion Fund for Office Moves</strong></td>
<td><strong>$2,250.00</strong></td>
</tr>
</tbody>
</table>

### Remaining Balance Jail Expansion Funds

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Remaining Balance Jail Expansion Funds</td>
<td><strong>$8,190.25</strong></td>
</tr>
</tbody>
</table>

### Estimated Savings by KCFM staff performing labor

<table>
<thead>
<tr>
<th>Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Estimated Savings by KCFM staff performing labor</td>
<td><strong>$5-$7,000.00</strong></td>
</tr>
</tbody>
</table>
BLIZZARD OF 02-01, 2011!

Kendall County Highway Department
Fran Klaas, County Engineer
Ken-Com
Dave Farris, Director
Judge Tim McCann
Facilities Management
Jim Smiley, Director
County Board Chairman
John Purcell
K.C.E.M.A.
Joe Gillespie, Director

A quick thank you for all the help and support during our latest snow event Tuesday afternoon on the 1st and Wednesday the 2nd!

The Command Staff of Sheriff’s Office met on Monday and early Tuesday to make contact with many entities throughout the County to be prepared and plan to have personnel and resources in place/available if and when needed. The result was the orderly and strategic deployment of services needed to keep the citizens of Kendall County Safe in a very hazardous and dangerous situation. The awareness that KCEMA was continuing putting out to be prepared and the continued monitoring of conditions, with communications to Board Chair, Purcell maintained continuity of government services. Facilities management, being available, making sure everything was ready, working w/snow removal to keep things moving. Judge McCann for the decision to close the Court System, but maintain minimum service in case needed, made it possible to keep staff and citizens from venturing on the roadways, in addition to utilizing some Court Security staff for emergency response.
Director Dave Farris and the Ken-Com staff for the outstanding work of emergency dispatching and monitoring citizens in vehicles and other dangerous situations throughout the County. Lastly, to Fran Klass and the Highway Department who assisted our Deputies in reaching locations and responding to emergency calls. Checking on persons who were still in vehicles and checking abandoned ones not knowing whether occupied or not.

I am pleased to report that the Sheriff’s Office had no one injured or equipment damaged during this event, other than some stuck squads! Also, that there was no major incident or severe injury to any Citizen and you can all be pleased that decisions and actions you each put in place, contributed to that success. A job well done.

Sheriff Richard A. Randall
### Kendall County Clerk

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$1,058.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$450.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$1,596.06</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Recording</td>
<td>$35,492.00</td>
</tr>
<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$38,596.56</td>
</tr>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$14,598.75</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$21,301.50</td>
</tr>
<tr>
<td>01010071205</td>
<td>Election</td>
<td>-</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$35,883.00</td>
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<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$4,483.00</td>
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<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$53.69</td>
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<tr>
<td>01010001170</td>
<td>Raffle License</td>
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<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$3,983.25</td>
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<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$19,053.00</td>
</tr>
<tr>
<td>01010001160</td>
<td>St Comp - Elec Judge</td>
<td></td>
</tr>
<tr>
<td>CK # 16736</td>
<td>To KC Treasurer</td>
<td>$137,952.75</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $502.00 ck # 16734
Marr License Surcharge/Dom Viol Fund sent from Clerk's office $75.00 ck 16735
# Kendall County General Fund

## Quick Analysis of Major Revenues and Total Expenditures for Two Months Ended 01/31/11

### Revenues*

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$304,000</td>
<td>$108,047</td>
<td>35.54%</td>
<td>$60,170</td>
<td>16.95%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,400,000</td>
<td>$391,773</td>
<td>27.98%</td>
<td>$265,736</td>
<td>15.63%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$220,000</td>
<td>$81,645</td>
<td>37.11%</td>
<td>$42,104</td>
<td>12.38%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$700,000</td>
<td>$156,489</td>
<td>22.36%</td>
<td>$146,415</td>
<td>11.71%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$79,692</td>
<td>20.97%</td>
<td>$70,161</td>
<td>17.11%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,400,000</td>
<td>$224,548</td>
<td>16.04%</td>
<td>$214,147</td>
<td>17.85%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$560,000</td>
<td>$92,955</td>
<td>16.60%</td>
<td>$82,207</td>
<td>14.95%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$30,000</td>
<td>$4,017</td>
<td>13.39%</td>
<td>$2,457</td>
<td>8.19%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$80,000</td>
<td>$7,351</td>
<td>9.19%</td>
<td>$10,984</td>
<td>4.39%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$853,650</td>
<td>$145,830</td>
<td>17.08%</td>
<td>$124,109</td>
<td>14.97%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,229,000</td>
<td>$390,717</td>
<td>17.53%</td>
<td>$356,361</td>
<td>16.57%</td>
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<tr>
<td>County Real Estate Transf Tax</td>
<td>$174,000</td>
<td>$38,307</td>
<td>22.02%</td>
<td>$43,664</td>
<td>21.83%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$985,500</td>
<td>$263,160</td>
<td>26.70%</td>
<td>$32,460</td>
<td>7.41%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$59,745</td>
<td>9.19%</td>
<td>$111,214</td>
<td>23.41%</td>
</tr>
</tbody>
</table>

**Total**: $9,966,150 | $2,044,276 | 20.51% | $1,562,191 | 15.35%

### Expenditures

<table>
<thead>
<tr>
<th>Description</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$705,905</td>
<td>17.65%</td>
<td>$657,892</td>
<td>16.45%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$705,905</td>
<td>17.65%</td>
<td>$657,892</td>
<td>16.45%</td>
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</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 2 month the revenue and expenses should be at 16.66% 

### EXPENDITURES

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th>Budget</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$24,155,311</td>
<td>$3,650,092</td>
<td>15.11%</td>
<td>$3,601,600</td>
<td>15.24%</td>
</tr>
</tbody>
</table>
KENDALL COUNTY CORONER
January FY 2011 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Saturday, January 01, 2011</td>
<td>1101019</td>
<td>10:22 AM</td>
<td>Natural</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, January 01, 2011</td>
<td>1101020</td>
<td>4:15 AM</td>
<td>Natural</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Saturday, January 01, 2011</td>
<td>1101021</td>
<td>1:30 PM</td>
<td>Natural</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, January 03, 2011</td>
<td>1101022</td>
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<td>Residence</td>
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<td>Residence</td>
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<tr>
<td>Thursday, January 06, 2011</td>
<td>1101024</td>
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* Denotes death which occurred outside normal business hours.

2010 Statistics

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* Elizabeth Snobeck, from Eureka College, completed a 4 week internship program.
To: Kendall County Board

From: Kendall County Office of Solid Waste Management

Subject: January 2011 Solid Waste Program Activity Report

The following unexhausted list of Solid Waste Program activities were performed during the month of January 2011.

• Kendall County Solid Waste Coordinator Marlin Hartman participated in the board meeting of the Illinois Counties Solid Waste Management Association (ILCSWMA). Topics included ILCSWMA’s increasing involvement with the Product Stewardship Institute (esp. their used paint recycling initiative); an update on programs/activities involving the Illinois Recycling Association; and planning for a joint educational conference to be offered by ILCSWMA and partner organization, Solid Waste Association of North America (June 6-8, 2011).

• Annual Kendall County residential waste hauler license applications were received from and licenses issued to four (4) waste hauling companies. Additionally, more than a dozen waste hauling companies (residential and commercial) supplied year 2010 waste collection statistics, accounting for over 75% of the solid waste and recycling collected over year in Kendall County. These statistics reveal a combined collection of over 120,000 tons of waste and recycling, and a county landfill diversion rate of 34%. These figures will be updated as more statistics are made available.

• Mr. Hartman is making preparations to participation in the United City of Yorkville’s annual “Go Green Environmental Fair”, slated for March 5th. Marlin intends to give a presentation to community members entitled “How to Compost”, and plans to offer backyard compost bins (aka, “The Earth Machine”) for sale.

Marlin Hartman, Solid Waste Coordinator
Steve Curatti, Environmental Health Director

c: Cheryl Johnson, Executive Director/Public Health Administrator
Board of Health
CALL TO ORDER
The meeting was called to order by Chairman Nancy Martin at 6:30 p.m.

ROLL CALL
Present: Chairman Nancy Martin, Anne Vickery, Jeff Wehrli, John Shaw, and Elizabeth Flowers.

Also present: Senior Planner Angela Zubko, Associate Planner John Sterrett, ASA Brian LaBardi and Code Compliance Officer Brian Holdiman.

APPROVAL OF AGENDA
Elizabeth Flowers made a motion to approve the agenda. Jeff Wehrli seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from January 10, 2011. Elizabeth Flowers seconded the motion. All agreed and the minutes were approved.

TREASURER’S REPORT
Elizabeth Flowers made a motion to forward the bills to be paid, including one bill in the amount of $35.00 for recording services and to forward the bills onto Finance Committee. Jeff Wehrli seconded the motion. All agreed and the motion was approved.

10-10 R-3 Special Use Text Amendment- This will be taken off the agenda until the petitioner’s attorney would like it back on the agenda.

OLD BUSINESS
Land Cash Renewal 2011-
Associate Planner John Sterrett discussed that the land cash values have gone up this year. Last year there was no vote to increase or decrease it but to keep it the same. The PBZ Department would like clarification on what the Committee would like to do this year with the Land Cash values. Jeff Wehrli asked what the calculation is based on and John stated that is it based on the employment cost index for state and local government compensation costs as published by the Bureau of Labor Statistics. There was discussion and Jeff Wehrli made the motion to not change the Land Cash Fees and Elizabeth Flowers seconded the motion. All agreed, the motion was approved and will be forwarded onto the full County Board for a vote.
Inoperable Motor Vehicle Ordinance
Brian Labardi stated that there are two statutes dealing with inoperable vehicles. There is one that states a vehicle is not deemed inoperable until six months have passed without it functioning and another that states after 7 days of inoperability the vehicle is by definition considered inoperable and the County may tow the car away. Brian Labardi suggests waiting for a court order before towing a vehicle away from the lot to avoid conflicting with constitutional rights. Jeff Wehrli asked Brian Holdiman, code compliance officer, the procedures now that we follow and Brian explained that he waits 7 days now, then sends a violation notice giving them 10 days for compliance and if there is no compliance he then sends it to the States Attorney’s Office. Typically he gets compliance a majority of the time during those 10 days. There was a consensus from the Committee that if a violation involving an inoperable motor vehicle occurs then the PBZ Department should send the standard 7 day violation notice and if compliance is not sought then the SAO will issue a summons to the property.

NEW BUSINESS
Farnsworth House LUMENHAUS
Senior Planner Angela Zubko stated there was a 2 page hand out in the packet in reference to what the LUMENHAUS is and that the Farnsworth House will have this as a temporary display until April. Also, the Farnsworth House is looking into amending their special use to allow temporary displays and clean it up a little as their name is not correct on the ordinance any longer.

Fees for local governments/tax exempt organizations in the Building Code
Planner Zubko stated this discussion originated from the Na-Au-Say Township building permit. The SAO stated it would be easier if the County amended the fee language in the building code to allow the fees for local governments/tax exempt organizations to pay only half the building permit related fees similar to how non-profit organizations are addressed. Ms. Vickery asked how the language would read and Ms. Zubko stated it would say: “No waiver and no refund shall be made for any fee paid pursuant to this Ordinance without the approval of the Planning Building and Zoning Committee of the County Board, EXCEPT all fees for actions or activities by Kendall County or the Kendall County Forest Preserve District are hereby waived and all fees for non-profit organizations, local governments or tax exempt organizations shall be charged half of the normal fees for permits; provided they show proof of non-profit status and that the permit be used only by the organizations itself.” Jeff Wehrli made the motion to make these changes and Elizabeth Flowers seconded the motion.

Discussion on potential revisions to building permit fees – Mr. Sterrett said this topic was brought up at the last Budget & Finance Meeting where it was suggested that the PBZ Committee review the existing building permit fees. The bulk of an applicant’s payment is for land cash, which does not go towards plan review or inspections, and then $1,375 is for 11 inspections and plan review on a typical new home. It typically costs $50 an inspection including a review fee. Anne Vickery believes the amount our building permit costs compared to surrounding municipalities is quite low. Oswego charges for: village fees, roadway fees, siren fees, land cash, park district fees, tap on fees and much more. At this time there did not seem to be a consensus on changing any of the building fees.
Fox Ridge Stone Company
Jeff Wehrli stated they already take in fill and the IEPA is quite strict on the fact it must be clean demolition debris. This item will be discussed further at the COW meeting this Thursday.

CMAP GOTO 2040 Local Technical Assistance Grant Application
Mr. Sterrett stated we have applied for a grant from CMAP seeking technical assistance to develop an economic development plan. We should know in March if we have been awarded the grant.

PROJECT STATUS REPORT – Reviewed
PERMIT REPORT - Reviewed
REVENUE REPORT - Reviewed
EXPENDITURE REPORT – Reviewed
CORRESPONDENCE – None
PUBLIC COMMENTS – None
EXECUTIVE SESSION - None

ADJOURNMENT - Next meeting will be on March 7, 2011
Elizabeth Flowers made a motion to adjourn the meeting. Anne Vickery seconded the motion. All agreed. Chair Martin adjourned the meeting at 7:05 p.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner
CALL TO ORDER

The meeting was called to order by Jessie Hafenrichter, at 4:00 p.m. in Room 209 County Board Room.

ROLL CALL

Committee members present by roll call and constituting a quorum in addition to Jessie Hafenrichter were: Nancy Martin, Anne Vickery and Dan Koukol.

Also present were: Jeff Wilkins, Becki Rudolph, Brian Labardi, Leslie Johnson and Jill Ferko.

CBIZ-Jim Pajauskas unable to attend

OTHER BUSINESS

Digital Recording: Public Access, Storage Duration & Specific Meetings to be digitally recorded

Discussion took place regarding document storage and the Committee recommended retention according to the laws of the State of Illinois.

Time Sheets

Jill Ferko, Kendall County Treasurer, stated the County’s Auditor notified her that we are required to have the non-exempt employees enter their time worked on a time sheet to be compliant with State & Labor Laws. All timesheets will be kept in the Treasurer’s Office where payroll records are kept. The Committee suggested the time sheets should be introduced to the department heads to enforce the required completion of time sheets for their employees.

Citizen request for direct reimbursement for auto damage claim

Jeff shared with the Committee a citizen’s vehicle had been involved in a vehicle accident with the Sheriff’s Correction Van. The estimate the citizen presented was for $462.19. The citizen requested a check for the damaged bumper. After discussion the Committee agreed they would pay the body shop for the damage.

MONTHLY REPORT-Linda Meyer - See attached report

MONTHLY REPORT -Jeff Wilkins - See attached report
VI I  ACTION ITEMS FOR COUNTY BOARD MEETING—None

VIII  EXECUTIVE SESSION

At 4:55 P.M. Nancy Martin moved to go into Executive Session to review the unreleased Executive Session Minutes of the Administration/Human Resources Committee and discussion on open property & casualty claims. Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

Nancy Martin moved to return to regular session at 5:28 P.M. Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.


IX  ADJOURNMENT

Nancy Martin moved to adjourn the meeting at 5:30 P.M. Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

The next regularly scheduled meeting will be on March 3, 2011.

Submitted by:

Linda D. Meyer
Recorder
### MONTHLY MEDICAL INSURANCE REPORT
#### 2/1/2011

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| Dearborn Natl.   | 333    |

- 2/1/2011 BlueCross Monthly Premium $294,846.91
- 2/1/2011 Ameritas Dental Monthly Premium $24,209.97

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e - MonthlyMedical Report
### FY 11 MONTHLY MEDICAL INSURANCE INVOICES

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<td>226,248.88</td>
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<tr>
<td>Dearborn National Premium</td>
<td>829.40</td>
<td>829.40</td>
<td>824.20</td>
<td>826.80</td>
<td>819.00</td>
<td>821.60</td>
<td>813.60</td>
<td>829.40</td>
<td>832.00</td>
<td>834.60</td>
<td>855.40</td>
<td>9,229.40</td>
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<tr>
<td>Health Savings Account</td>
<td>2,125.00</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td>2,000.00</td>
<td>2,250.00</td>
<td>2,250.00</td>
<td>2,875.00</td>
<td>3,000.00</td>
<td>2,625.00</td>
<td>3,125.00</td>
<td>4,125.00</td>
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<td><strong>TOTALS</strong></td>
<td>252,584.31</td>
<td>259,316.81</td>
<td>251,463.78</td>
<td>255,932.96</td>
<td>262,212.35</td>
<td>254,198.93</td>
<td>252,884.05</td>
<td>246,144.81</td>
<td>250,025.61</td>
<td>257,295.14</td>
<td>252,359.42</td>
<td>265,756.26</td>
<td>3,054,174.53</td>
</tr>
</tbody>
</table>
## MONTHLY REPORT (2/1/2011)

### New Hires (12/1/10-11/30/11)
- New Hires: 4
- Resignations/Terminations: 3

### Workers' Comp. Claims (12/1/10-11/30/11)
<table>
<thead>
<tr>
<th>Workers' Comp. Claims</th>
<th>12/1/10-11/30/11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff</td>
<td>2</td>
</tr>
<tr>
<td>Facilities</td>
<td>1</td>
</tr>
<tr>
<td>Health Dept.</td>
<td>1</td>
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<tr>
<td><strong>TOTAL</strong></td>
<td><strong>4</strong></td>
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### Property Claims 12/1/10-11/30/11

<table>
<thead>
<tr>
<th>Property Claims</th>
<th>12/1/10-11/30/11</th>
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<tbody>
<tr>
<td>Highway</td>
<td>12/14/2010 side swiped $2,786.87</td>
</tr>
<tr>
<td>Squad #15</td>
<td>1/13/2011 hit garage $599.20</td>
</tr>
<tr>
<td>Forest Pres</td>
<td>1/18/2011 rear ended Country Co.</td>
</tr>
<tr>
<td>Squad #39</td>
<td>1/18/2011 rear ended State Farm</td>
</tr>
<tr>
<td>Squad #28</td>
<td>1/19/2011 T-Boned 34/47 State Farm</td>
</tr>
<tr>
<td>Squad #40</td>
<td>1/20/2011 Front end $2,439.09</td>
</tr>
<tr>
<td>Hyundi S.Fe</td>
<td>1/20/2011 Walton</td>
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</table>

**TOTAL** $5,825.16

### Mellon HSA Solutions

<table>
<thead>
<tr>
<th>Mellon HSA Solutions</th>
<th>Date</th>
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<tbody>
<tr>
<td>12/1/2010</td>
<td>10,125.00</td>
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<tr>
<td>1/1/2011</td>
<td>10,500.00</td>
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<tr>
<td>2/1/2011</td>
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### FY10 Education Reimbursements Submitted

<table>
<thead>
<tr>
<th>FY10 Education Reimbursements Submitted</th>
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<tbody>
<tr>
<td>Budgeted $9,000.00</td>
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<tr>
<td>(12/1/10-11/30/11) $427.96</td>
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</tr>
<tr>
<td><strong>Year End</strong></td>
<td><strong>$8,572.04</strong></td>
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### EAP/ComPsych

<table>
<thead>
<tr>
<th>EAP/ComPsych</th>
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</thead>
<tbody>
<tr>
<td>1/1/06-12/31/06 7 participants 2006=7</td>
<td></td>
</tr>
<tr>
<td>1/1/07-12/31/07 13 participants 2007=13</td>
<td></td>
</tr>
<tr>
<td>1/1/08-12/31/08 9 participants 2008=9</td>
<td></td>
</tr>
<tr>
<td>1/1/09-12/31/09 11 participants 2009=11</td>
<td></td>
</tr>
<tr>
<td>1/1/10-12/31/10 11 participants 2010=11</td>
<td></td>
</tr>
</tbody>
</table>

### 25 Retirees Medical/Dental Plan

- $11,264.29

### COBRA 1 Enrolled

- Total $2,194.09

- Total Rev. $13,458.38

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*e-monthlymedicalreportsheet2*
Call to Order: 9 AM Roll Call: Ms. Hafenrichter called the meeting to order with Mr. Koukol, Ms. Vickery and Ms. Martin in attendance. Others present: Andy Nicoletti, Debbie Gillette, Jill Ferko, Stan Laken, Angela Zubko and Don Clayton.

County Treasurer – Jill Ferko reported incoming revenue is on target with receipt of two months of income tax. Work is being done on implementing time sheets for use by non-exempt employees.

County Clerk/Recorder – Debbie Gillette reported her office is waiting to hear the outcome of one objection (raised by Joliet Junior College) prior to printing ballots for the primary election.

Chief County Assessor – Andy Nicoletti reported hearings are almost complete. He explained a new issue w/lawsuits.

GIS: Don Clayton reported on current projects:
- The new Beta website has been functioning for a month; receiving positive feedback.
- Shared two requests for GIS parcel data: Clean Line Energy Partners & Clean Water Solutions. The committee was reluctant to grant permission; suggested requests be reviewed by SAO's Office.
- Working on redistricting maps; need census information to finish
- Completed a new map for the Forest Preserve
- Worked on Sheriff's Office and Judicial (foreclosure) sales maps
- Working with PBZ on LRMP
- Doing address checks for incorporated areas
- Working on building footprints

Technology: Stan Laken reported:
- The Comcast internet connection is up and running
- Have upgraded the security of our firewall (township assessors asked to use local printers)
- 1st phase of move at PSC begins this week with IT's assistance
- Has ordered the digital recording software

PBZ: Angela Zubko reported:
- Working with GIS on subdivision maps
- Zoning ordinances from 1940 to present have been scanned
- Kendall County Planning Consortium will be March 22nd at Historic Courthouse; Andy Nicoletti will be speaking

Other Business:
- Discussed Devnet – Jill will be working on contract language. Must go out for RFP's.
- Treasurer's Office will be using ShredX for document shredding at end of March

Action Items for County Board:


Mimi Bryan, Administrative Assistant
Oswego School District is planning to construct a new high school near the intersection of Plainfield Road and Ridge Road. Their plan includes a full access intersection at the existing Ashgate St. intersection on Plainfield Road. It also includes a new intersection on Ridge Road approximately 1700' south of the Plainfield/Ridge intersection. Both full-access intersections that are proposed include right and left turn lanes, as well as traffic signals. The intersection on Ridge Road will require a variance from the County Board, since the spacing of 1700' is less than the required spacing of ½ mile. Wehrli asked what improvements would be made to Ridge Road. Todd Roberts indicated that the School District would construct a new roadway extending south from the Plainfield/Ridge intersection and would include a raised median and one lane in each direction. Future developers would construct the outside lanes of the proposed 4-lane facility. Davidson asked if the School District was willing to pay for maintenance of the proposed traffic signal on Ridge Road, considering that signal really shouldn’t be there under the terms of the County’s current ordinance. The School District said they would pay for maintenance of the signal, as well as all other construction costs for the improvements to both Plainfield Road and Ridge Road. The County Engineer has been in contact with the States Attorney’s Office regarding the incorporation of all these conditions for the access variance. Motion Petrella; 2nd Flowers to forward to the County Board for approval the Access Variance Ordinance for Oswego School District, including the conditions for construction of the roadway improvements and maintenance of the traffic signal. Motion carried unanimously.

The County Highway Department will be resurfacing five county highways this summer utilizing Motor Fuel Taxes. The projects include Cannonball Trail, Little Rock Road, Newark Road, Ridge Road and Townhouse Road. All will be resurfacing projects accept for Newark Road, which will receive a bituminous surface treatment. Five MFT Resolutions were presented to the committee; $250,000 for Cannonball Trail, $350,000 for Little Rock Road, $220,000 for Newark Road, $650,000 for Ridge Road and $600,000 for Townhouse Road. Motion Petrella; 2nd Flowers to forward the 5 County Motor Fuel Tax Resolutions to the County Board for approval. Motion carried unanimously.

Chairman Davidson had instructed the County Engineer to prepare a list of existing Class 6 and 7 trucks at the Highway Department for future budgetary considerations. The Committee viewed and discussed the list of 8 dump trucks and V-box trucks. No major capital expenditures were budgeted for FY 2011 because of the limited availability of funds. However, the Highway
Department’s plan is to replace a truck every other year, which would provide a complete replacement of the entire fleet on a 14-year schedule. Chairman Davidson suggested that perhaps any end-of-year fund balance could be applied to next year’s budget to allow for the purchase of a new truck in FY 2012.

The Committee briefly discussed the proposed closing for the Anderson parcel on Ridge Road, which is scheduled for February 18, 2011. Fran indicated there was some uncertainty on whether the Settlement Agreement needed to go back before the County Board, since purchase of the parcel was approved in December 2010. He will contact the States Attorney to see what should be done, and if needed, place on the County Board Agenda.

The State of Illinois has finally invoiced Kendall County for 20% construction costs for the resurfacing of Joliet Road, which was completed in October 2009.

The State of Illinois has contacted the County regarding possible participation in funding the construction and maintenance of a multi-use path along Route 71 from Richard Young Forest Preserve to Oak Creek Drive. Last spring, Anne Vickery had discussed the matter with IDOT and told them that they should acquire the necessary right-of-way for a future path; but that the County could not commit to funding the path at that time. IDOT wanted to know if that was still the position of the County Board. There ensued considerable discussion on the matter, including proposed costs, maintenance, and possible Forest Preserve participation. In the end, the Committee wanted to get additional information on the proposed timeline for construction, the standards for maintenance of the path, the costs for crossing Morgan Creek and other related information. They directed the County Engineer to get more information from the State regarding these matters and bring to the next meeting.

The County Engineer asked the committee for an opinion on preparing a local salt bid or going with Central Management Services bid (State bid). The consensus of the committee was for the County Engineer to discuss the matter with the other agencies in the County and base the decision on that discussion and any other available data.

Motion Petrella, 2 nd Flowers to forward payroll and bills for the month of February to the Finance Committee for approval. Motion carried unanimously.

The next meeting is scheduled for Tuesday, March 8, 2011 at 4:00 P.M.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,

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

• Access Variance for Oswego School District on Ridge Road

• County Motor Fuel Tax Resolutions:
  Cannonball Trail in the amount of $250,000
  Little Rock Road in the amount $350,000
  Newark Road in the amount of $220,000
  Ridge Road in the amount of $650,000
  Townhouse Road in the amount of $600,000
RESOLVED, by the County board of Kendall County, that $250,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2011 and ending December 31, 2011, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS
Kendall County, ss.

I, ___________ Debbie Gillette ___________ County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Kendall County at its Board meeting held at Yorkville on February 15, 2011

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville in said County, this 15th day of February A.D. 2011

(SEAL) _______________________________ County Clerk.
RESOLVED, by the County board of Kendall County, that $350,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2011 and ending December 31, 2011, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS
Kendall County, ss.

I, Debbie Gillette, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

Kendall County at its Board meeting held at Yorkville on February 15, 2011

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville in said County this 15th day of February A.D. 2011

(SEAL) County Clerk.
RESOLVED, by the County board of Kendall County, that $220,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2011 and ending December 31, 2011, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Kendall County, ss.

I. Debbie Gillette County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Kendall County at its meeting held at Yorkville on February 15, 2011.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville in said County this 15th day of February A.D. 2011.

(SEAL) County Clerk.

Approved

Page 1
RESOLVED, by the County board of Kendall County, that $650,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2011 and ending December 31, 2011, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

Kendall County, ss.

I. Debbie Gillette, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

meeting held at Yorkville on February 15, 2011

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville in said County this 15th day of February A.D. 2011

(SEAL) County Clerk.
RESOLVED, by the County board of Kendall County, that $600,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2011 and ending December 31, 2011, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS
Kendall County, ss.

I, Debbie Gillette, County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Kendall County at its meeting held at Yorkville on February 15, 2011, and affixed the seal of said County at my office in Yorkville in said County, this 15th day of February A.D. 2011.

(SEAL) County Clerk.
Kendall County
Finance Committee Meeting
January 27, 2011 at 9:00 AM
MINUTES

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
Finance Committee Meeting
February 10, 2011 at 2:30 PM
MINUTES

1. Call to Order – 2:30 PM by Ms. Vickery. Present – Ms. Martin, Mr. Davidson, Ms. Petrella, and Ms. Hafenrichter. Also present were Mr. Shaw, Jeff Wilkins, Janet Kaiser, Jim Smiley, Jill Ferko, Dave Farris, Sheriff Randall, Chief Deputy Koster, John Sterrett, Latreese Caldwell, Stan Laken, Andy Nicoletti and Cheryl Johnson.

2. Claims Review and Approval – Ms. Martin made a motion to forward the February 15, 2011 Combined Claims of $1,252,330.47 to the County Board for payment. Ms. Hafenrichter made the second. Motion passed unanimously.

3. Department Heads/ Elected Officials
   • Assessor’s Office – Andy Nicoletti reported the Board of Review finished their hearings today. He expects to roll to the County Clerk’s Office on or about February 24th.
   • Sheriff’s Office – Chief Deputy Koster reported the department will have $1,049.11 in overtime pay due to the blizzard.
   • Facilities Management – Jim Smiley reported the installation of the LED lighting project created some overtime.
   • Administration – Latreese Caldwell distributed and reviewed the General Fund Revenues for FY08, 09, 10 & 11. To-date the county is cumulatively at + $446,717 in revenues. Also reviewed were the General Fund Expenditures for FY08, 09, 10 & 11 which showed the county is cumulatively under expenditures by $48,492 to date. Ms. Vickery requested this report be provided monthly for the committee to review.

4. Items from Other Committees

5. Other Items of Business
   • Al Gegenheimer, Supt. of Minooka Grade School provided a summary to the Finance Committee concerning the LS Power appeals. There is a proposed agreement that does not call for any payment up front. For the taxing bodies that set aside property tax revenues to pay a settlement, that cash could be kept. For taxing bodies that were not able to set aside money to pay back overpayments, being forced into debt will not occur over this appeal. Mr. Gegenheimer reviewed the four spreadsheets summarizing the Dynegy-Kendall Power PTAB appeal and agreement. The first page illustrated the “best case” scenario vs. the “worst case”. It broke down each entity’s portion of total payback. Best case showed all taxing bodies collectively owing $13.8M vs. $22.1M. The last page of the handout provided back up data supporting the values used. In review, the agreement calls for: 1) no cash payback (but a reduced EAV) to Kendall Power for overpayment of taxes in levy years 2002-2009; 2) savings of between $5M and $7M (with interest) over the life of the agreement; and 3) as part of the agreement a letter to be sent to the Supervisor of Assessments and the Seward Township Assessor indicating that in 2021 (last year of the settlement) the EAV of the plant is set at $19M (significantly higher than the $12M originally proposed by the company). Ms. Vickery polled the committee: six members were in support of the agreement as presented.

6. Action Items for County Board
   • Forward Claims to the County Board in the amount of $1,252,330.47.

7. Executive Session – None

8. Adjournment – Mr. Davidson moved to adjourn the meeting. Ms. Martin seconded. Motion passed.
Mimi Bryan, Admin Asst.
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 was 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
Call to Order at 4:00 PM

Present: John Purcell, Bob Davidson, Suzanne Petrella, Elizabeth Flowers, Jessie Hafenrichter, Jeff Wehrli, John Shaw, Dan Koukol, Nancy Martin and Anne Vickery
Also present were: Jeff Wilkins, Leslie Johnson, Brian LaBardi, Matt Schury, Sheriff Randall, Larry Nelson, Jason Pettit, Eric Weis and Jim Smiley

CASA Presentation – Debbie Blocker & Alysha Hamann represented CASA to update what it does and extend appreciation to the county for the assistance it gives the program. CASA is a not-for-profit volunteer organization advocating for children of abuse and neglect in the Kendall County area. CASA volunteers help judges make informed decisions for these children and work to ensure they have a chance at childhood. Last year in Kendall County volunteers spent over 200 hours each month advocating in the best interest of the children. Research suggests that a CASA volunteer influences a child’s length of stay in foster care and in moving through the court process more quickly.

Old Business

- Architectural Contract for PSC Basement Build-Out: Committee members reviewed the draft contract from FGM and discussed where funding will come from. More discussion and a vote to approve said contract will take place at County Board meeting February 15th
- KenCom Agreement – Committee members had an opportunity to review the IGA supplementing and amending the original IGA creating KC Emergency Phone Service and Communications Board from May 24, 2007. Mr. Purcell requested members respond to this proposal and give direction as to how to proceed. Larry Nelson and Sheriff Randall gave background information concerning the existing contract and answered many of the committee’s questions. Committee members were not in support of the counter-proposal.
- Amendment #1 to extend Technical Services Agreement with Regional Transportation Authority to December 31, 2011 – Mr. Wilkins reported there were no other changes to the agreement other than the date extension.

New Business:

- IEPA Demolition Permit-Fox Ridge Stone – Committee members discussed the notice of application for permit to manage clean construction or demolition debris. Since this needs no action from the Board it was removed from the County Board agenda.
- Resolution to execute FY2011 Downstate Operating Assistance Grant Agreement – Jeff Wilkins explained the grant agreement changes/additions: Definitions; eligible operating expenses & ineligible operating expenses; audit; additional language in ethics; and documents forming the agreement. These additions are necessary to the agreement and not subject to negotiation from participants. Vote to approve and sign will be at County Board meeting on February 15th.
- Jail Expansion Funds for Sheriff’s Office moves – The proposed costs to be paid out of remaining Jail Expansion Funds is $2,250.00 leaving $8,190.25 in the fund. Vote to approve will be at County Board meeting on February 15th.
- Liquor License – Ellis Equestrian Center: Brian LaBardi requested direction on how the Board wanted to proceed with issuing a liquor license for this facility. After discussion the recommended direction is to establish a license for a 12-month period, allowing 10 caterers with no limit on the number of events and set a fee of $100.00/year. Recommended use of the G-
licensure terminology. Emerson Creek Pottery Barn recommends, since Oswego is a dry township, to allow liquor as a BYOB (Bring Your Own Bottle) where guests or party supplies the liquor but it is not sold on the premises.

**Other Items of Business** – Chairman Purcell announced he will appoint Dan Koukol, EDC Chair, as the Representative to Joint Review Board for Plano City Center Tax Increment Finance Plan. He recommended the Forest Preserve appoint a representative also.

Eric Weis announced the County will be named in a suit over tax bills along Rt. 47. More information will be forthcoming.

**Review Board Action Items** – One item deleted.

**Adjournment** - Ms. Martin moved to adjourn COW at 6:05 PM. The motion was seconded by Ms. Flowers. Motion passed.

Mimi Bryan
Administrative Services
1. Call to Order

Fran Klaas called the meeting to order at 1:10 p.m.

2. Roll Call

Present were:
- Megan Andrews – Kendall County SWCD
- Steve Bicking – Village of Oswego - SEC Group
- Fran Klaas – Kendall County Highway Department Director (Chair)
- John McGinnis - Village of Plano
- Dan Reedy - Kendall County Farm Bureau

Also present were:
- Matt Bardol- Geosyntec Consultants- Project Engineer
- Jeff Wehrli- Stormwater Planning Committee Chairman
- Greg Chismark of Wills Burke Kelsey Associates (Kendall County Consulting Engineer)
- Angela Zubko – Senior Planner of Kendall County Planning, Building and Zoning

Absent were:
- Matt Blocker- Developer
- Gary Grosskopf- Oswego Township
- Doug Kessel- Village of Plainfield- Wastewater Superintendent
- Larry Nelson – Kendall County Plan Commission member (Vice Chair)
- Joe Wywrot - United City of Yorkville- City Engineer
- Andrea Cline- The Conservation Foundation
- NRCS, District Conservationist

3. Approval of the Agenda

Dan Reedy made a motion to approve the agenda as written, John McGimis seconded the motion. All agreed on the approval of the agenda.

4. Approval of the Bills
Fran stated there is one bill for WBK in the amount of $958.35. John McGinnis made a motion to approve the bill, Dan Reedy seconded the motion. All agreed on the payment of the bill.

5. Approval of the meeting minutes from the 11/23/10 meeting

Megan Andrews made some corrections before the meeting on page 2, CORP should be USACE. Dan Reedy made a motion to approve the November 23, 2010 meeting minutes. Megan Andrews seconded the motion. All agreed and the minutes were approved.

6. Update on the Stormwater Plan & Public Hearing

Greg Chismark stated the Plan was approved at the County Board in December with 2 modifications: to list the 8 communities on page 4 and also name the Valley Run/Saratoga Creek Watershed as it currently only says Saratoga Creek.

7. Stormwater Ordinance Discussion- Comparison Chart

Greg Chismark passed out the updated comparison chart and stated the highlighted yellow were previous comments and the blue was from the last meeting. On page 1 the Technical Committee decided to use the isohyetal rainfall depths to be used as the last meeting.

Page 2, what is a watershed benefit, Greg has now defined Watershed Benefit in the definitions section of the Ordinance. Next is the Public Flood Control which is also defined in the Ordinance. Also on page 2 under Agricultural field tile the group wants to make sure connections allowed only when a tile survey is completed; criteria for tile survey to be established. Access and maintenance of the tile shall also be provided. If a connection is proposed SESC measures shall be fully installed and inspected. State drainage law followed. The last line on Page 2 was added to discuss the flood protection elevation. Kendall County’s is a 2 foot detention and overland flow and 1 foot for floodplain. Greg is suggesting a 2 foot general standard for detention/floodplain and overland flows above 20 acres be 2 feet and overland flows less than 20 acres should be 1 foot. Matt Bardol likes having the lower freeboard for less than 20 acres. Greg stated Lake County is dealing with this exact issue and out for public comments on this issue but trying to reduce the threshold for 100 acres or less. Steve Bicking said he’s see that if you have less than 20 acres you have the option to route it through a pipe. Steve suggests maybe the 1 foot for 100 acres. Greg is going to take this as guidance for when he drafts this section of the Ordinance and will look to relax it on overland flow routes and we will go from there. Matt Bardol brought up possibly looking and major vs. minor rain events in the Ordinance.

Page 3. Three items, the first dealing with upstream areas, the second dealing with the maximum allowable land disturbance at one time and at the last meeting the Committee decided to try to encourage minimized disturbance, Greg asked if we add teeth to this requirement? There was a suggestion to add something like a phasing plan will be needed anything over 40 acres. The third change is in relation to ‘are wetlands regulated?’ Comments from the last meeting were the unincorporated Will does regulate wetlands but not a Countywide Ordinance. Concern was raised regarding isolated wetland protection. Require a jurisdictional determination wetland delineation for almost all projects. ADID for Phase 2 of Ordinance suggested if funding is found.
Page 4 deals with Administration of the Ordinance. Greg suggests following a mix between Kane and Will on how the ordinance is administered. Jeff asked who Greg feels would set the fee in lieu. Greg stated typically it is set up ahead of time of what the cost would be. Steve Bicking said we might want to look into who the money would be dispersed to and also be careful on the size of lot trying to do in fee in lieu. There was much discussion on fee in lieu of and examples, what could be good and bad about them. Need to re-look at the language once written. Fran asked what Greg would see as the process for community certification. Greg said he would see it would be the communities that adopt the Countywide Ordinance with their own amendments. Maybe had the communities have some basic reporting back to the County on variances or permits issued, we want to keep it simple. Greg brought up the issue of variances and the approach to take. Greg sees each municipality handling it on their own instead of coming to the County for each municipality. Angela suggested notifying the County when a variance is sought. Matt Bardol had a question about how the ordinance will work with relation to the municipal ordinance vs. an un-incorporated ordinance. Greg foresees the County using this as their base ordinance and not making modifications.

Page 5 discusses applicability, who it applies to, thresholds, etc. Greg said he would probably tend to stick with the Kendall County current requirements as that is what we are used to. Greg suggests everyone taking this home to take a look at and come back to the next meeting to discuss briefly. Tim Paulson likes the Kendall County as a base. Steve Bicking likes that agriculture is exempt.

Draft of Article 1 of Definitions
Greg handed out his first draft of definitions. He highlighted some definitions to discuss. The first one is on the flood protection elevation. He struck historic structure. The next is net watershed benefit in water quality, he only sees this applying during in fee of lieu of. Next is public flood control project and the definition is from Will County. He is asking the group take a look at these definitions before the next meeting to make sure everyone agrees with the definitions. Matt Bardol wanted to see a little more clarification on the definition of watershed and maybe add a definition of drainage divides and diversions.

Draft table of contents and Format
Greg handed out the table of contents which Greg proposes this being the format. He feels he’s ready to get started on section 2 and use Kane as the base and start drafting some language.

8. Adjournment

The next tentative meeting will be February 22, 2011. John McGinnis said there is a conference down in Champaign that day. Angela will send out an email to make sure there will be a quorum. Megan Andrews had some hand-outs in case anyone wanted to pick those up. Greg mentioned Lake County is out of public hearing on their Stormwater Ordinance so you can see what issues they have dealt with. Greg also mentioned a new bill in relation to stormwater utilities. Fran Klaas adjourned the meeting at 2:36 p.m.

Submitted by,

Angela L. Zubko
Recording Secretary & Senior Planner