KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING

Kendall County Office Building, Rooms 209 & 210
Tuesday, January 17, 2012 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
   A. Jerry Bannister
9. Old Business
10. Executive Session
11. New Business
    A. Approval of Thomas Settlement Agreement
12. Elected Officials Report and Other Department Reports
    A. Sheriff
    B. County Clerk
    C. Treasurer
    D. Clerk of the Court
    E. State’s Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
13. Standing Committee Reports
    A. Planning, Building & Zoning
    B. Public Safety
    C. Administration, HR, Revenue
    D. Highway
       1. Local Agency Agreement for Federal Participation for Walker Road
       2. Resolution Authorizing the Purchase of Real Estate from Henneberry Woods, Inc. to Improve Grove Road, County Highway 16
       3. Resolution authorizing the Purchase of Real Estate from John W Cherry to Improve Grove Road, County Highway 16
    E. Facilities Management
       1. Approve Contract for Public Safety Center low voltage wiring project
    F. Economic Development
    G. Finance Committee
       1. Approve Claims
       2. Acceptance of 2010-2011 Audit
    H. Judicial/Legislative
    I. Animal Control
    J. Health and Environment
       1. Approve of Draft Host Agreement
       2. Approval of Kendall County Site Ordinance for Pollution Control Facilities
    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
G. Housing Authority
H. Tuberculosis Board

15. Other Business

16. Chairman's Report

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 Tuesday, December 6, 2011 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Elizabeth Flowers (arrived late), 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 Martin moved to approve the submitted minutes from the Adjourned County Board Meeting of 11/1/11. 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 stated that there was a need for Executive Session. 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.

CORRESPONDENCE AND COMMUNICATION

County Clerk, Debbie Gillette confirmed that the Board had received the letter from Gary Golinski, Mayor of the City of Yorkville regarding open burning of leaves.

NEW BUSINESS

Annual Meeting Schedule

Member Davidson moved to approve the annual meeting schedule with changes to Facilities regular time of 3:30 and the Board of Health is the third Tuesday of the month except no meeting in December. Member Koukol seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

Devnet Contract

Moved to next meeting.

STANDING COMMITTEE REPORTS

Economic Development

Member Koukol stated that they went over loans and the CanMan is doing well.

Electrolux Tax Abatement

Member Koukol stated that Electrolux will be coming into the County at Ridge and I80. It will create 32 jobs. The State's Attorney's Office has reviewed the abatement and did not make a legal recommendation to go forward.

Member Koukol moved to approve the resolution authorizing execution of an agreement regarding abatement of real property taxes for Electrolux. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Purcell. Motion carried 8-1.

Member Koukol stated that they are working on a job fair.

Finance

GENERAL FUND LEVY

Co Board 12/6/11
We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully report that it has estimated the amount necessary to raise by taxation for all County General Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

<table>
<thead>
<tr>
<th>Facilities Management</th>
<th>$ 428,615</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>222,500</td>
</tr>
<tr>
<td>Contractual</td>
<td>250,000</td>
</tr>
<tr>
<td>Utilities</td>
<td>901,115</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Planning, Building and Zoning</th>
<th>191,524</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>191,524</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Clerk and Recorder</th>
<th>138,165</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>138,165</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>County Board</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries – Chairman</td>
<td>12,000</td>
</tr>
<tr>
<td>Salaries – Board members</td>
<td>21,600</td>
</tr>
<tr>
<td>Mileage</td>
<td>12,000</td>
</tr>
<tr>
<td>Per diem</td>
<td>97,000</td>
</tr>
<tr>
<td></td>
<td>142,600</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Educational Services Region</th>
<th>72,017</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries and benefits</td>
<td>72,017</td>
</tr>
<tr>
<td>Expense reimbursements –</td>
<td>20,759</td>
</tr>
<tr>
<td>Grundy County</td>
<td>92,776</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Sheriff</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries – Deputies</td>
<td>3,117,734</td>
</tr>
<tr>
<td>Salary – Sheriff</td>
<td>108,732</td>
</tr>
<tr>
<td>Salaries – Chief/Commander</td>
<td>396,016</td>
</tr>
<tr>
<td>Salaries – Clerical</td>
<td>299,983</td>
</tr>
<tr>
<td></td>
<td>3,922,485</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Corrections</th>
<th>83,025</th>
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</thead>
<tbody>
<tr>
<td>Food Management</td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td>89,600</td>
</tr>
<tr>
<td>Medical Expense</td>
<td>58,000</td>
</tr>
<tr>
<td>Food Service</td>
<td>160,000</td>
</tr>
<tr>
<td></td>
<td>390,625</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Circuit Court Clerk</th>
<th>261,653</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>261,653</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Coroner</th>
<th>91,407</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>91,407</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Treasurer</th>
<th>294,615</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>294,615</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Chief County Assessing Officer</th>
<th>191,189</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>191,189</td>
</tr>
<tr>
<td>Contractual</td>
<td>58,400</td>
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<tr>
<td></td>
<td>249,589</td>
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<table>
<thead>
<tr>
<th>Election Costs</th>
<th>110,483</th>
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</thead>
<tbody>
<tr>
<td>Salaries</td>
<td></td>
</tr>
<tr>
<td>Election judges mileage</td>
<td>5,000</td>
</tr>
<tr>
<td>Supplies</td>
<td>55,000</td>
</tr>
<tr>
<td>Co Board 12/6/11</td>
<td>- 2 -</td>
</tr>
<tr>
<td>Department</td>
<td>Budget</td>
</tr>
<tr>
<td>------------------------------------</td>
<td>--------</td>
</tr>
<tr>
<td>Training</td>
<td>1,500</td>
</tr>
<tr>
<td>Election judges per diem</td>
<td>125,000</td>
</tr>
<tr>
<td>Legal publications</td>
<td>5,000</td>
</tr>
<tr>
<td>Ballots</td>
<td>100,000</td>
</tr>
<tr>
<td>Contractual Services</td>
<td>75,000</td>
</tr>
<tr>
<td>Registration Supplies</td>
<td>4,000</td>
</tr>
<tr>
<td>Polling place costs</td>
<td>7,000</td>
</tr>
<tr>
<td><strong>Auditing and Accounting</strong></td>
<td>487,983</td>
</tr>
<tr>
<td>39,950</td>
<td></td>
</tr>
<tr>
<td><strong>Property Tax Services</strong></td>
<td></td>
</tr>
<tr>
<td>Contractual Services</td>
<td>70,000</td>
</tr>
<tr>
<td><strong>Health Insurance</strong></td>
<td>568,000</td>
</tr>
<tr>
<td>Premiums</td>
<td>568,000</td>
</tr>
<tr>
<td><strong>Administrative Services</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>281,779</td>
</tr>
<tr>
<td>Contractual</td>
<td>132,691</td>
</tr>
<tr>
<td><strong>Technology Services</strong></td>
<td>414,470</td>
</tr>
<tr>
<td>Salaries</td>
<td>320,874</td>
</tr>
<tr>
<td>Contractual/Capital</td>
<td>58,842</td>
</tr>
<tr>
<td>Contingency</td>
<td>327,770</td>
</tr>
<tr>
<td>Capital expenditure</td>
<td>26,000</td>
</tr>
<tr>
<td><strong>Board of Review</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries – board members</td>
<td>48,747</td>
</tr>
<tr>
<td><strong>Public Defender</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>287,165</td>
</tr>
<tr>
<td><strong>Circuit Court Judge</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>125,669</td>
</tr>
<tr>
<td><strong>Jury Commission</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>125,669</td>
</tr>
<tr>
<td>Juror – per diem</td>
<td>5,855</td>
</tr>
<tr>
<td>Juror – per diem</td>
<td>27,500</td>
</tr>
<tr>
<td><strong>Combined Court Services</strong></td>
<td></td>
</tr>
<tr>
<td>Salaries</td>
<td>500,000</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>9,985,359</td>
</tr>
</tbody>
</table>

Co Board 12/6/11
We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of NINE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS ($9,985,359) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

RESOLUTION: TAX LEVY, GENERAL FUND

BE IT RESOLVED by the County Board of Kendall County, State of Illinois, at this session of the December meeting of said Board held at the County office Building in Yorkville, Kendall County, Illinois, on the 6th day of December A.D., 2011, that the above Tax Levy as recommended by the Committee on Finance be and the same is hereby approved and adopted and there is hereby levied for the purpose as above set forth upon all property within the County of Kendall the said sum of NINE MILLION NINE HUNDRED EIGHTY-FIVE THOUSAND THREE HUNDRED FIFTY-NINE DOLLARS ($9,985,359).

I, Debbie Gillette County Clerk and Clerk of the County Board, in Kendall County, State of Illinois, and keeper of the records and files thereof, do hereby certify that the foregoing to be a true and correct copy of a Resolution adopted by the County Board at a meeting held at the County Office in Yorkville on the 6th day of December A.D., 2011.

Chairman of the Board

County Clerk and Clerk of the
County Board of Kendall
County, State of Illinois

Member Vickery moved to adopt the General Fund levy in the amount of $9,985,359. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

HEALTH AND HUMAN SERVICES FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Health and Human Services Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Salaries</td>
<td>$ 757,000</td>
</tr>
<tr>
<td>Total</td>
<td>$ 757,000</td>
</tr>
</tbody>
</table>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of SEVEN HUNDRED FIFTY-SEVEN THOUSAND DOLLARS ($ 757,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the Health and Human Services Fund levy in the amount of $757,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Martin, Petrella and Vickery. Motion carried 6-3.

COMMUNITY 708 MENTAL HEALTH FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Community 708 Mental Health Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Contractual services - human</td>
<td>$ 804,889</td>
</tr>
<tr>
<td>services - counseling</td>
<td></td>
</tr>
<tr>
<td>Contractual services - other</td>
<td>$123,000</td>
</tr>
<tr>
<td>agencies</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>$ 927,889</td>
</tr>
</tbody>
</table>

Co Board 12/6/11
We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of NINE HUNDRED TWENTY-SEVEN THOUSAND EIGHT HUNDRED EIGHTY-NINE DOLLARS ($927,889) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.

Member Vickery moved to adopt the Community 708 Mental Health Fund levy in the amount of $927,889. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

SOCIAL SERVICES FOR SENIOR CITIZENS FUND LEVY

We, the committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Social Services for Senior Citizens Fund Levy purposes for the year December 1, 2011 to November 30, 2012 inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to wit:

<table>
<thead>
<tr>
<th>Payments to Other Agencies</th>
<th>$343,678</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$343,678</td>
</tr>
</tbody>
</table>

We, the committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of THREE HUNDRED FORTY-THREE THOUSAND SIX HUNDRED SEVENTY-EIGHT DOLLARS ($343,678) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.

Member Vickery moved to adopt the Social Services for Senior Citizens Fund levy in the amount of $343,678. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

EXTENSION EDUCATION FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Extension Education Fund Levy purposes for the year December 1, 2011 to November 30, 2012 inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

<table>
<thead>
<tr>
<th>Payments to Kendall County Cooperative Extension</th>
<th>$180,558</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total</td>
<td>$180,558</td>
</tr>
</tbody>
</table>

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE HUNDRED EIGHTY THOUSAND FIVE HUNDRED FIFTY-EIGHT DOLLARS ($180,558) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the Extension Education Fund levy in the amount of $180,558. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY HIGHWAY FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for all County Highway Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:
Salaries $741,000
Equipment maintenance 70,000
Building & grounds maintenance 45,000
Street light maintenance 24,000
Pavement and striping 35,000
Traffic signal maintenance 20,000
Road & Bridge maintenance 50,000
Gasoline/oil 110,000
Highway maintenance materials 320,000
Sign supplies 20,000
Capital Equipment 50,000
Total $1,485,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FOUR HUNDRED EIGHTY-FIVE THOUSAND DOLLARS ($1,485,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the County Highway Fund levy in the amount of $1,485,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Koukol. Motion carried 8-1.

COUNTY BRIDGE FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for all County Bridge Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Construction of Bridges/Bridge Program $565,000
Total $565,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FIVE HUNDRED SIXTY-FIVE THOUSAND DOLLARS ($565,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the County Bridge Fund levy in the amount of $565,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

FEDERAL AID MATCHING FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for all Federal Aid Matching Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Road construction $4,000
Total $4,000

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FOUR THOUSAND DOLLARS ($4,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the Federal Aid Matching Fund levy in the amount of $4,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Co Board 12/6/11
ILLINOIS MUNICIPAL RETIREMENT FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for all Illinois Municipal Retirement Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Payments to Illinois Municipal Retirement System  
Total  

$ 2,255,504  
$ 2,255,504

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of TWO MILLION TWO HUNDRED FIFTY-FIVE THOUSAND FIVE HUNDRED FOUR DOLLARS ($2,255,504) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.

Member Vickery moved to adopt the Illinois Municipal Retirement Fund levy in the amount of $2,255,504. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

SOCIAL SECURITY FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Social Security Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Contribution to Social Security System  
Total  

$ 1,290,746  
$ 1,290,746

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION TWO HUNDRED NINETY THOUSAND SEVEN HUNDRED FORTY-SIX DOLLARS ($1,290,746) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.

Member Vickery moved to adopt the Social Security Fund levy in the amount of $1,290,746. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

LIABILITY INSURANCE FUND LEVY

We, the Committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Liability Insurance Fund purposes for the year December 1, 2011 to November 30, 2012, inclusive, and we would recommend the levying of the following sum of money for the respective purposes, to wit:

Insurance premiums and claims  
Total  

$ 774,795  
$ 774,795

We, the Committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of SEVEN HUNDRED SEVENTY-FOUR THOUSAND SEVEN HUNDRED NINETY-FIVE DOLLARS ($774,795) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012, inclusive.
Member Vickery moved to adopt the Liability Insurance Fund levy in the amount of $774,795. Member Petrella seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Davidson, Koukol and Shaw. Motion carried 6-3.

**TUBERCULOSIS FUND LEVY**

We, the committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Tuberculosis Fund Levy purposes for the year December 1, 2011 to November 30, 2012 inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to-wit:

<table>
<thead>
<tr>
<th>Payments to Other Agencies</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$15,000</td>
<td>$15,000</td>
</tr>
</tbody>
</table>

We, the committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of FIFTEEN THOUSAND DOLLARS ($15,000) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2011 in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.

Member Vickery moved to adopt the Tuberculosis Fund levy in the amount of $15,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**VAC FUND LEVY**

We, the committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Kendall County VAC Fund Levy purposes for the year December 1, 2011 to November 30, 2012 inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to-wit:

<table>
<thead>
<tr>
<th>VAC</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$382,657</td>
<td>$382,657</td>
</tr>
</tbody>
</table>

We, the committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of THREE HUNDRED EIGHTY-TWO THOUSAND EIGHT HUNDRED FIFTY-SEVEN DOLLARS ($382,657) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.

Member Vickery moved to adopt the VAC Fund levy in the amount of $382,657. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**PUBLIC BUILDING COMMISSION FUND LEVY**

We, the committee on Finance of the County Board of Kendall County, Illinois respectfully reports that it has estimated the amount necessary to raise by taxation for Kendall County Public Building Commission Fund Levy purposes for the year December 1, 2011 to November 30, 2012 inclusive, and we would recommend the levying of the following sum of money or the respective purposes, to-wit:

<table>
<thead>
<tr>
<th>Public Building Commission</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>$1,447,410</td>
<td>$1,447,410</td>
</tr>
</tbody>
</table>

We, the committee on Finance would therefore respectfully recommend to the County Board of Kendall County that the sum of ONE MILLION FOUR HUNDRED FORTY-SEVEN THOUSAND FOUR HUNDRED TEN DOLLARS ($1,447,410) be levied on all property subject to taxation in the said County, as the same is assessed and equalized for in the year 2011, in the manner as is provided in the Statute in such cases made and provided for the fiscal year December 1, 2011 to November 30, 2012 inclusive.
Member Vickery moved to adopt the Public Building Commission Fund levy in the amount of $1,447,410. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Vickery. Motion carried 8-1.

A copy of this document was duly filed in the Office of the Kendall County Clerk.

Bond Sale Results

County Administrator, Jeff Wilkins explained Bond information included in the packet, Robert Baird was the winning bidder at 3.4510% and total savings is $671,228.

Judicial/Legislative

Member Koukol reviewed the minutes in the packet. It was stated that Court Security will give back $375,000 to the General Fund.

Animal Control

Anna Payton explained to the Board of the proposed adoption fee changes.

Member Martin moved to approve the adoption fee changes. Member Vickery seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

They will be looking into getting a new van.

Health and Environment

Member Petrella discussed the November 21, 2011 minutes in the packet.

STANDING COMMITTEE MINUTES APPROVAL

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

CHAIRMAN’S REPORT

Appointments – KenCom Executive Board

Yorkville, Gary Golinski, Yorkville Alternate – Rose Spears, Plano – Bob Hauser, Plano Alternate – Scott Mulliner

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

EXECUTIVE SESSION

Member Hafenrichter made a motion to go into Executive Session for litigation, when and action against, affecting or on behalf of the particular public body has been filed or is pending before a court or administrative tribunal. Member Martin seconded the motion.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked when the Economic Development job fair would be held. The answer was they are still working out the details.

Steve Lord from the Beacon News asked how Court Security was able to give back $375,000 to the General Fund.

6:50 Member Flowers arrived at the meeting.

Matt Schury from the Kendall County Record asked what Electrolux did. The answer was a distribution center for vacuums, stoves, etc.

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 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 15th day of December, 2011.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, December 20, 2011 at 9:00 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 Deputy Clerk reported to the Chairman that a quorum was present to conduct business.

MINUTES

Member Martin moved to approve the submitted minutes from the County Board meeting of November 15, 2011 as presented. Member Davidson seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Vickery asked to have Finance be heard prior to PBZ. Member Martin moved to approve the agenda as amended. Member Vickery seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Employee Recognition Awards

Chairman Purcell announced that forty-seven employees were to receive recognition awards for their service to the County of Kendall.

EMPLOYEE RECOGNITION AWARDS

10 Years of Service

Mickelson, Rennetta
White, Lynne
Spiegelhalter, Rich
Bielemel, Keith
Rybski, Aaron
Serby, Amy
VanGundy, RaeAnn
Burscheid, John
Kollins, Nicole
Caviness, Kay
Hanks, Kevin
Hassler, Jonathan
Langston, Jason
Mellish, Shawn
Moore, Michael
Moran, Scott
Pearson, Richard
Peters, Michael
Stricker, Steven
Chesney, Therese

15 Years of Service

Diehl, Marlene
Runkle, Pamela
Chronister, Kathy
Goldsmit, Ben
Welter- Fichtel, Jennette
Jahp, Melinda
Bunting, Mark
Graham, Charles
Kramer, Brian
Leinen, Robert
Rasmusson, Garth

20 Years of Service

Blecker, Claudia

County Clerk
County Clerk
Facilities
Health
Health
Health
Highway
Judiciary
Sheriff
Sheriff
Sheriff
Sheriff
Sheriff
Sheriff
Sheriff
State's Attorney
Circuit Clerk
Circuit Clerk
Health
Highway
Ken Com
Ken Com
Sheriff
Sheriff
Sheriff
Sheriff
Sheriff
Sheriff

Health
<table>
<thead>
<tr>
<th>Name</th>
<th>Department</th>
</tr>
</thead>
<tbody>
<tr>
<td>Johnson, Cheryl</td>
<td>Health</td>
</tr>
<tr>
<td>Klaas, Fran</td>
<td>Highway</td>
</tr>
<tr>
<td>Hartline, Ruth</td>
<td>Ken Com</td>
</tr>
<tr>
<td>Vaillancourt, Dianne</td>
<td>Ken Com</td>
</tr>
<tr>
<td>Jennings, Sabrina</td>
<td>Sheriff</td>
</tr>
<tr>
<td>Smith, Phil</td>
<td>Sheriff</td>
</tr>
<tr>
<td>Gates, James</td>
<td>Highway</td>
</tr>
<tr>
<td>Jackson, Ricky</td>
<td>Sheriff</td>
</tr>
<tr>
<td>Kuntz, Sharon</td>
<td>Treasurer</td>
</tr>
<tr>
<td>Roseth, James</td>
<td>Sheriff</td>
</tr>
<tr>
<td>Reinboldt, Daniel</td>
<td>Highway</td>
</tr>
<tr>
<td>Retirees</td>
<td></td>
</tr>
<tr>
<td>Gavin, Sharen</td>
<td>Circuit Clerk</td>
</tr>
<tr>
<td>Krause, Shirley</td>
<td>Circuit Clerk</td>
</tr>
<tr>
<td>Ebersole, Danielle</td>
<td>Forest Preserve</td>
</tr>
<tr>
<td>Trupiano, Joseph</td>
<td>Health</td>
</tr>
</tbody>
</table>

It was noted that due to the calendar dates involved, Sheriff Randall’s award for 25 years of Service would be a part of next year’s presentation.

CORRESPONDENCE AND COMMUNICATION

None to be presented.

CITIZENS TO BE HEARD

Todd Milliron of Cotswold Drive read from and provided copies of, a handout he prepared apparently primarily questioning whether the current legal descriptions for the previously approved Reapportioned County Board Districts matched the maps that were presented at the time of that approval.

Jeremy Ly of 602 Mahoney in Minooka, introduced himself as a life-long Minooka resident running for Illinois State House 75th District and current Grundy County Board member. His father escaped communist Vietnam, came to America and learned the language because he had heard if you work hard & play by the rules you can get ahead.

OLD BUSINESS

Chairman Purcell said the Devnet contract is not ready to be voted on.

NEW BUSINESS

State’s Attorney Appellate Prosecutors Resolution

St. Atty Weis indicated that it is time to pass the annual State’s Attorney’s Appellate Prosecutors Resolution. He noted that due to the increase in population the amount would be $27,000 from his budget, but that it was still a very good service as they handle, among other things, conflict issues and have special prosecution units. A copy of this document is in the Board packet.

Member Martin moved to approve the State’s Attorney’s Appellate Prosecutors Resolution. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting ayes. **Motion carried.** A copy of this document is on file in the Office of the County Clerk as Resolution 11-33.

Supervisor of Assessments Salary Reimbursement

Member Hafnerichter moved to approve the Supervisor of Assessments salary of $72,084.00 in conjunction with the Department of Revenue’s 50% reimbursement. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting ayes. **Motion carried.**

Vacation of County Board Seat

The Chair indicated that although the seat would be considered vacated, Ms. Petrella would continue to act as any Board Member, having the same duties and right to vote. Member Wehrli moved to declare the vacation of the County Board seat of Suzanne Petrella. Member Shaw seconded the motion. Member Petrella explained that after contacting the State, the State’s Attorney’s Office and others it does not appear there is a clearly definitive interpretation of the law. She also stated she is now compliant. Chairman Purcell asked for a roll call vote on the motion. Members voting ayes were: Purcell, Davidson, Koukol, Shaw and Wehrli. Members voting no were Flowers, Hafnerichter, Martin and Vickery. Member Petrella initially abstained. **Motion carried on a 5 to 4 vote.**
Sheriff

Sheriff Randall gave a verbal overview of his yearend report. He invited Chief Deputy Scott Koster to report some of the accomplishments of the Department. Some items on Deputy Koster’s list were revamping of the work organizational structure, changes to the layout and use of the PSC office space, instituted a new policy review and development team, major changes in records section, had award winning year in traffic safety, housed hundreds of out-of-county inmates. He also spoke of perfect inspections. All commissary records are filed with the County Clerk’s office. To clarify misinformation in the press, Deputy Koster also said he has worked for the County Sheriff’s office for 22 years. He concluded his comments by thanking the public, the Board and others for their support of the department.

County Clerk

The County Clerk’s office has been busy preparing for the upcoming election and work related to the property tax cycle.

Kendall County Clerk Revenue Report

<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>$ 946.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$ 720.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$ 60.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$ 1,639.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Recording</td>
<td>$ 30,346.00</td>
</tr>
<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$ 33,712.00</td>
</tr>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$ 17,337.75</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$ 18,859.50</td>
</tr>
<tr>
<td>01010071205</td>
<td>Election</td>
<td>$ -</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$ 31,814.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$ 3,976.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$ 51.43</td>
</tr>
<tr>
<td>01010001170</td>
<td>Raffle License</td>
<td>$ -</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder’s Misc</td>
<td>$ 4,067.50</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$ 17,037.00</td>
</tr>
<tr>
<td>01010001160</td>
<td>St Comp - Elec Judge</td>
<td>$ -</td>
</tr>
<tr>
<td>CK # 16957</td>
<td>To KC Treasurer</td>
<td>$ 126,855.18</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk’s office $462.00 ck # 16955
Dom Viol Fund sent from Clerk’s office $130.00 ck 16956

Treasurer

Treasurer Jill Ferko presented her reports to the Board and also stated that her Annual Report was ready to be placed on file in the office of the County Clerk. The General Fund had an approximate 1.17 million deficit for the year.

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TWELVE MONTHS ENDED 11/30/2011

<table>
<thead>
<tr>
<th>REVENUES*</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>CoBrd 12-20-2011</td>
<td>Page 3 of 14</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Description</td>
<td>2011</td>
<td>2010</td>
<td>Percent</td>
<td>2011</td>
<td>2010</td>
</tr>
<tr>
<td>--------------------------------------------------</td>
<td>--------------</td>
<td>--------------</td>
<td>----------</td>
<td>--------------</td>
<td>--------------</td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$304,000</td>
<td>$397,747</td>
<td>130.84%</td>
<td>$327,941</td>
<td>$92.38%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,400,000</td>
<td>$1,982,412</td>
<td>141.60%</td>
<td>$1,454,167</td>
<td>85.54%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$220,000</td>
<td>$380,441</td>
<td>172.93%</td>
<td>$252,264</td>
<td>74.20%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$700,000</td>
<td>$1,018,383</td>
<td>145.48%</td>
<td>$888,621</td>
<td>71.09%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$387,549</td>
<td>101.99%</td>
<td>$413,700</td>
<td>100.90%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,400,000</td>
<td>$1,295,663</td>
<td>92.55%</td>
<td>$1,436,704</td>
<td>119.73%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$560,000</td>
<td>$565,998</td>
<td>101.07%</td>
<td>$601,735</td>
<td>109.41%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$30,000</td>
<td>$49,777</td>
<td>165.92%</td>
<td>$27,784</td>
<td>92.61%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$61,314</td>
<td>76.64%</td>
<td>$108,649</td>
<td>43.46%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$853,650</td>
<td>$949,038</td>
<td>111.17%</td>
<td>$802,457</td>
<td>96.60%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,229,000</td>
<td>$2,401,185</td>
<td>107.72%</td>
<td>$2,279,799</td>
<td>106.04%</td>
</tr>
<tr>
<td>County Real Estate Transf. Tax</td>
<td>$174,000</td>
<td>$227,557</td>
<td>130.78%</td>
<td>$232,112</td>
<td>116.08%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$985,500</td>
<td>$794,940</td>
<td>80.66%</td>
<td>$644,720</td>
<td>147.20%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$374,646</td>
<td>76.64%</td>
<td>$735,893</td>
<td>154.92%</td>
</tr>
</tbody>
</table>

**TOTALS** $9,966,150 | $10,868,649 | 109.24%  | $10,206,535 | 100.29%  |

**Public Safety Sales Tax** $4,000,000 | $4,310,480 | 107.76%  | $4,166,244 | 104.16%  |

**Transportation Sales Tax** $4,000,000 | $4,310,480 | 107.76%  | $4,166,244 | 104.16%  

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 12 months the revenue and expense should at 100.00%*

**EXPENDITURES**

All General Fund Offices/Categories

$23,925,425 | $24,371,968 | 101.87%  | $23,143,455 | 97.91%  

**Clerk of Court**

Circuit Clerk Becky Morganegg will be presenting her annual case filing totals in February.

**St Atty**

State's Attorney Eric Weis informed the Board that the anti-harassment training had been performed again. The Judges of the 16th Circuit have asked the SAO to prepare the training for them as well. He also noted collections for the food pantry items would be immediately following Christmas.

**Coroner**

Deputy Coroner Jacqui Purcell presented the Coroner's Annual Report indicating that while on leave an error in the log numbers caused a discrepancy in the amount listed as total number of deaths, which should be 256.

**Coroner Report November 2011 FY**

<table>
<thead>
<tr>
<th>Statistics</th>
<th>Total Deaths.....</th>
<th>Stats for Same Period in 2010</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2011</td>
<td>246</td>
<td>215</td>
<td>14%</td>
</tr>
<tr>
<td>Autopsies To Date.................</td>
<td>24</td>
<td>20</td>
<td>20%</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>26</td>
<td>31</td>
<td>-16%</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>112</td>
<td>76</td>
<td>47%</td>
</tr>
</tbody>
</table>

**Coroner's Office Personnel Update**

- Deputy Coroner Purcell presented to and provided a morgue tour to the Oswego East High School
Law Enforcement Class on November 2.

Coroner's Office Personnel Update Cont.
- Coroner Tooty presented to 'Snowball' on Saturday, November 5.
- Deputy Coroner Amy Mitchell completed the 40-Hour Mandated Firearms Training on November 20.
- Coroner Tooty attended the County Board Meeting on November 15, 2011
- Coroner Tooty attended the IACO Fall Conference in Chicago on November 20-23, 2011

Other Information:
RE: 1108196
The decedent's estate was managed by the appointed guardian and an estate sale/auction was held on December 4, 2011. On November 28, 2011 the decedent's brother filed an appearance claiming power-of-attorney.

Health Dept
Executive Director Cheryl Johnson did not present a report.

Assessing

CAO Andy Nicoletti said there are 999 parcels involved in their caseload for Board of Review which translates to 798 dockets as some people file on multiple parcels.

STANDING COMMITTEE REPORTS

Finance

Member Vickery moved to approve the Claims in the amount of $1,059,572.21. Member Martin seconded the motion.

Combined Claims: FCLT MGM $112,181.96, B&Z $4,608.83, CO CLK & RCDR $ 220.72, ELECTION $1,429.50, ED SRV REG $5,981.84, SHRFF $3,428.35, CRRCNTNS $25,575.15, ESDA $83.49, JURY COMM $624.18, CRCT CT JDG $9,574.83, CRNR $(5,676.77), ST ATTY $30,756.72, SRPV OF ASSMNT $4,809.94, TRSR $597.17, EMPLOY HLTH INS $30,908.00, OFF OF ADM SRV $334.50, GNRL INS & BNDG $45.00, CO BND $747.24, TECH SRV $12,942.84, CONTINGEN $750.00, ECON DEV $1,008.00, CAP EXPEND $24,653.00, CO HWY $9,219.59, CO BRDG $40,294.95, TRNSPR Y SALE TX $75,517.63, HLTH & HMN SRV $200,708.57, EXPENSE $59,118.76, FRST PRSRV $14,968.34, ADMIN BLDG BND $25,762.19, FP DBT SRV 2009, $65,310.00, FP DBT SRV $291,442.50, KEN COM $1,157.84, ANML CNTRL $1,072.29, CO RCDR DOC STRG $5,500.00, DRG ABS EXP $2,611.36, HIDTA $547,630.00, CTR SEC FND $223.87, LAW LBRY $2,242.32, PROBTHR SRV $442.96, KEN TRANS $22,500.00, ADMN DBT $510.00, JAIL BOND $510.00, RSV FND $1,272.26, ANML POP CNTRL $225.00, VAC $4,268.42, FP BND PROC 2007 $82,125.44, FP DBT SERV 2007, 1,243,687.50

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

During her update Member Vickery noted that the County’s rating is AA stable and pensions are fully funded.

PBZ

Petition 11-20 Fox Metro Special Use

Senior Planner Angela Zubko presented the petition to the Board indicating that variances had also been issued.

Member Martin moved to approve Petition 11-20 Granting An R-1 Special Use & Overall Ordinance to 682 Route 31 Fox Metro Water Reclamation District as presented. Member Petrella seconded the motion.

ORDINANCE # 2011 - 35

GRANTING A R-1 SPECIAL USE & OVERALL ORDINANCE to 682 ROUTE 31 FOX METRO WATER RECLAMATION DISTRICT

WHEREAS, Fox Metro Water Reclamation District has filed a petition for a Special Use within the R-1 Single-Family Residential District for a 25.88 acre property located on the east side of State Route 31, commonly known as 682 Route 31, (PINs 03-05-353-002; 03-05-353-003; 03-05-353-004; 03-05-353-006; 03-05-353-009 & 03-05-353-010), in Oswego Township; and

WHEREAS, Fox Metro Water Reclamation District has filed a petition for an overall ordinance for their 90.46 acre property located on the east side of State Route 31, commonly known as 682 Route 31, (PINs 03-05-127-005; 03-05-176-001; 03-05-176-002; 03-05-302-001; 03-05-302-002; 03-05-302-003; 03-05-302-004; 03-05-353-001; 03-05-353-002; 03-05-353-003; 03-05-353-004; 03-05-353-006; 03-05-353-009 & 03-05-353-010), in Oswego Township; and
WHEREAS, said petition is to approve a special use for the future expansion of the Fox Metro Water Reclamation District for 25.88 acres and to have an overall ordinance for the whole site consisting of 90.46 acres; and

WHEREAS, said property is currently zoned M-1 and will stay M-1, (PINs 03-05-127-005 & 03-05-176-001); and

WHEREAS, said property is currently zoned R-1 SU, (PINs 03-05-176-002; 03-05-302-001; 03-05-302-002; 03-05-302-003; 03-05-302-004; 03-05-353-001); and

WHEREAS, said property is currently to be zoned R-1 SU, (PINs 03-05-353-002; 03-05-353-003; 03-05-353-004; 03-05-353-006; 03-05-353-009 & 03-05-353-010); and

WHEREAS, said property is legally described in "Exhibit A";

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on December 5, 2011; and

WHEREAS, the Zoning Board of Appeals granted two variances and prepared the findings of fact on December 5, 2011; the first variances was to delete the 10% lot coverage rule and the second was to reduce the front yard setback from Route 31 to 50' excluding the cemetery; and

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

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit per section §8.01.C.12 (R-1 Special Uses – Public Service Uses) to allow for the future expansion as indicated on the submitted concept plan prepared by Walter E. Deuchler Associates Inc., dated 5/5/11, included as Exhibit "B" attached hereto and incorporated herein, subject to the following conditions:

1. The wells must be sealed prior to demolition of single family homes.
2. Must work with our engineers to figure out wetland protection, floodplain issues and detention requirements.
3. No construction, alteration, or reconfiguration to the existing access within the Route 31 R.O.W. shall commence until approval from IDOT has been obtained.
4. Must go through the site plan review process and get other variances approved once a final site plan has been decided upon.
5. During the site plan review a landscape plan and photometric plan must also be approved.
6. Approval of the site development permit shall occur prior to the release of a building permit.
7. Dedication of any additional R.O.W., as determined by IDOT.
8. Add reasonable technologies to mitigate odors.

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

IN WITNESS WHEREOF, this ordinance has been enacted on December 20th, 2011.

John Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Petition 11-28 Zoning Ordinance Changes Manufacturing Districts

Following the presentation of Petition 11-28 which Member Martin indicated brought clarification, Member Martin moved to approve the Amendment To The Kendall County Zoning Ordinance Section 10.00 "Manufacturing Districts." Member Wehrli seconded the motion.

ORDINANCE # 2011 - 36

AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE SECTION 10.00 "Manufacturing Districts"

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 October 31, 2011.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 10.00 “Manufacturing Districts” of the Kendall County Zoning Ordinance as provided in attached Exhibit “A”.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 20th day of December, 2011.

John Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Public Safety

Member Elizabeth Flowers presented the Public Safety committee minutes. Sheriff Randall read a complimentary letter from an ex-inmate regarding the handling of a grievance.

Admin, HR, Revenue

Member Hafenrichter noted the Revenue minutes should be changed to read County Clerk/Recorder – Debbie Gillette was attending a County required anti sexual harassment class. She presented the committee minutes and expressed particular interest in a program by Don Clayton which tracks foreclosures.

Administrator Jeff Wilkins presented information related to first-time homebuyers for the Assist 2011 Homebuyer Assistance Federal Program. Member Hafenrichter moved to approve the Ordinance authorizing the execution and delivery of an Intergovernmental Agreement and certain documents in connection therewith; and related matters. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried. A copy of the presented document is on file with the County Clerk as Ordinance 11-34.

Member Hafenrichter moved to approve Kendall County signing the Intergovernmental Cooperation Agreement with various units of Government. Member Martin seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried. A copy of the document is on file with the County Clerk as IGAM11-29.

Also mentioned; information in the packet regarding a discount prescription program which may be available to county residents and on-going discussions with the Village of Oswego regarding a park and ride program.

RECESS

Chairman Purcell recessed the County Board for 10 minutes.

RECONVENE

Chairman Purcell Reconvened the County Board.

Finance

Per the December committee minutes Member Vickery made a second motion to approve the Combined Claims in the amount of $3,034,433.22. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried. The bills included bond payments.

Highway

Member Davidson explained that due to recent EPA regulations the Highway Department needs to annex to the Yorkville-Bristol Sanitary District or face fines. The sanitary district is offering a reduced fee. Documentation is not yet available.

Member Davidson moved to authorize the Chair to sign the annexation agreement between the Highway Department and the Yorkville-Bristol Sanitary District in the amount of $4,550.00 when it becomes available. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Property Annexation to YB Sanitary District

Member Davidson moved to approve the Resolution Authorizing the Purchase of Real Estate from Yorkville Bristol Sanitary District to Improve River Road over Blackberry Creek in the amount of $7,700.00. Member Martin seconded the motion.

CO.BRD 12/20/2011
WHEREAS, the County of Kendall (the 'County') is unit of local government formed under the laws of the State of Illinois; and

WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406 and other applicable provisions of the Illinois Highway Code, the County is engaged in the relocating, reconstructing, extending, widening, straightening, improving, repairing, and maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

WHEREAS, the County desires to purchase both property and temporary easements ('Property') from Yorkville Bristol Sanitary District ('Owner'), which are legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTIONS

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to River Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owner have negotiated a price of $7,700 for the Property described herein, which is considered fair market value for the Property; and

WHEREAS, a plat of the Property is attached as Exhibit B and is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owners, the described Property for $7,700, excluding title insurance, closing costs and other applicable fees.

3. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State's Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State's Attorney.

4. The Kendall County Treasurer is hereby authorized to pay $7,700 to purchase the Property and to pay other associated closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20th day of December, 2011.

John P. Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Authorizing Real Estate Purchase from Speckman re: River Rd

Member Davidson moved to approve the Resolution Authorizing the Purchase of Real Estate from Richard O. Speckman & Andrea L. Speckman to Improve River Road over Blackberry Creek in the amount of $5,700.00. Member Martin seconded the motion.

KENDALL COUNTY Resolution No. 11-35

A Resolution Authorizing the Purchase of Real Estate from Richard O. Speckman & Andrea L. Speckman to improve River Road over Blackberry Creek, Kendall County, Illinois
WHEREAS, the County of Kendall (the 'County') is unit of local government formed under the laws of the State of Illinois; and

WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406 and other applicable provisions of the Illinois Highway Code, the County is engaged in the relocating, reconstructing, extending, widening, straightening, improving, repairing, and maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

WHEREAS, the County desires to purchase property ('Property') from Richard O. Speckman & Andrea I. Speckman ('Owners'), which are legally described as follows:

**SEE EXHIBIT A – LEGAL DESCRIPTION**

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to River Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owners have negotiated a price of $5,700 for the Property described herein, which is considered fair market value for the Property; and

WHEREAS, a plat of the Property is attached as Exhibit B and is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

5. The above listed recitals are incorporated by reference.

6. The County shall purchase from the Owners, the described Property for $5,700, excluding title insurance, closing costs and other applicable fees.

7. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State's Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State’s Attorney.

8. The Kendall County Treasurer is hereby authorized to pay $5,700 to purchase the Property and to pay other associated closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20th day of December, 2011.

John P. Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

Chairman Purcell asked for a roll call vote on the motion. All members present voting aye with the exception of Chairman Purcell who abstained. Motion carried.

**Authorizing Real Estate Purchase from Hage re: Grove Rd**

Member Davidson moved to approve the Resolution Authorizing the Purchase of Real Estate from Myrna Hage to Improve Grove Road, County Highway 2 in the amount of $18,250.00. Member Wehrli seconded the motion. Responding to discussion Member Davidson indicated that after the intersection is completed a study would be done to determine if traffic signals will be needed.

**KENDALL COUNTY Resolution No. 11-36**

A Resolution Authorizing the Purchase of Real Estate from Myrna Hage to Improve Grove Road, County Highway 2, Kendall County, Illinois

WHEREAS, the County of Kendall (the 'County') is unit of local government formed under the laws of the State of Illinois; and

CO.BRD 12/20/2011
WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406 and other applicable provisions of the Illinois Highway Code, the County is engaged in the relocating, reconstructing, extending, widening, straightening, improving, repairing, and maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

WHEREAS, the County desires to purchase property (‘Property’) from Myrna Hage (‘Owner’), which said Property is legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to Grove Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owner have negotiated a price of $18,250 for the Property described herein, which is within the appraised value for the Property; and

WHEREAS, a copy of plat of the Property is attached as Exhibit B and is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

9. The above listed recitals are incorporated by reference.

10. The County shall purchase from the Owner, the described Property for $18,250, excluding title insurance, closing costs and any other applicable fees.

11. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State's Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State's Attorney.

12. The Kendall County Treasurer is hereby authorized to pay $18,250 to purchase the Property and to pay other associated closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20th day of December, 2011.

John P. Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

Chairman Purcell asked for a roll call vote on the motion. All members present voting aye with the exception of Member Petrrella who was temporarily absent. Motion carried.

Authorizing Real Estate Purchase from Shaw re: Grove Rd

Member Davidson moved to approve the Resolution Authorizing the Purchase of Real Estate from Marjorie Lynn Shaw et al to Improve Grove Road, County Highway 16 in the amount of $4,000.00. Member Wehrl seconded the motion.

KENDALL COUNTY Resolution No.11-37

A Resolution Authorizing the Purchase of Real Estate from Marjorie Lynn Shaw et al to Improve Grove Road, County Highway 16, Kendall County, Illinois
WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

WHEREAS, the County desires to purchase property ('Property') from Marjorie Lynn Shaw et al ('Owners'), which said Property is legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to Grove Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owners have negotiated a price of $4,000 for the Property described herein, which is within the appraised value for the Property; and

WHEREAS, a copy of plat of the Property is attached as Exhibit B and is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owners, the described Property for $4,000, excluding title insurance, closing costs and other applicable fees.

3. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State's Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State's Attorney.

4. The Kendall County Treasurer is hereby authorized to pay $4,000 to purchase the Property and to pay other closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20th day of December, 2011

John P. Purcell                              Debbie Gillett
Kendall County Board Chairman              Kendall County Clerk

Chairman Purcell asked for a roll call vote on the motion. All members present voting aye with the exception of Member Shaw who abstained. Motion carried.

Authorization Real Estate Purchase from Central Land Mgmt re: Grove Rd

Member Davidson moved to approve the Resolution Authorizing the Purchase of Real Estate from Central Land Management, Inc. to Improve Grove Road, County Highway 16 in the amount of $180,000.00. Member Koukol seconded the motion.

KENDALL COUNTY Resolution No. 11-38

A Resolution Authorizing the Purchase of Real Estate from Central Land Management, Inc. to Improve Grove Road, County Highway 16, Kendall County, Illinois

WHEREAS, the County of Kendall (the 'County') is unit of local government formed under the laws of the State of Illinois; and

WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406 and other applicable provisions of the Illinois Highway Code, the County is engaged in the relocating, reconstructing, extending, widening, straightening, improving, repairing, and maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

CO.BRD 12/20/2011
WHEREAS, the County desires to purchase property ("Property") from Central Land Management, Inc. ("Owners"), which said Property is legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to Grove Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owners have negotiated a price of $180,000 for the Property described herein, which is within the appraised value for the Property; and

WHEREAS, a Location Map of the Property is attached as Exhibit B and is hereby incorporated by reference.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owners, the described Property for $180,000 excluding title insurance, closing costs and other applicable fees.

3. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State’s Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State’s Attorney.

4. The Kendall County Treasurer is hereby authorized to pay $180,000 to purchase the Property and to pay other closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20th day of December, 2011.

John P. Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Facilities

Contract Approval for Public Safety Center Buildout

FM Director Jim Smiley reviewed the committee report for the Board. The contract with Lite Construction has been reviewed by the State’s Attorney. The contract needs signatures from the PBC Chairman and the County Board Chairman. Member Martin moved to approve the General Contractor Contract for the Kendall County Public Safety Center Build Out with Lite Construction, Inc. in the amount of $1,062,100.00. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried. A copy is on file in the Office of the County Clerk as IGAM 11-30.

Economic Dev

Adoption of Economic Development Plan to LRMP

Member Koukol provided a report regarding the Economic Development Plan and noted that it is available online. Member Koukol moved to approve the Kendall County Community Economic Development Plan Dated December 2011 As An Addendum To The Kendall County Land Resource Management Plan. Member Martin seconded the motion.

RESOLUTION 2011-39

A RESOLUTION ADOPTING THE KENDALL COUNTY COMMUNITY ECONOMIC DEVELOPMENT PLAN DATED DECEMBER 2011 AS AN ADDENDUM TO THE KENDALL COUNTY LAND RESOURCE MANAGEMENT PLAN

WHEREAS, the economic recession has negatively impacted job opportunities employment throughout the County; and

WHEREAS, the loss of job opportunities for the residents of the County is a serious menace to health, safety, morals and general welfare of the people of Kendall County. In fact, a 2010 County-wide survey revealed that jobs and related economic development issues were the top priority for County residents; and

WHEREAS, a vigorous, growing economy is the basic fundamental of job opportunities; and

CO.BRD 12/20/2011 12
WHEREAS, protection against the economic burdens associated with the loss of permanent job opportunities, the consequent spread of economic stagnation and the resulting harm to the tax base of the County can best be provided by promoting, attracting, stimulating, retaining, and revitalizing industry, manufacturing, and commerce within the County; and

WHEREAS, Kendall County has a commitment to promote and support job creation within the County for a healthy and sound economic environment; and

WHEREAS, the Kendall County Economic Development Committee has developed a specific plan known as the Kendall County Community Economic Development Plan to promote and support Economic Development within the County; and

WHEREAS, the Kendall County Regional Plan Commission conducted a public hearing on November 30th, 2011 for the Kendall County Community Economic Development Plan to be incorporated as an addendum to the Kendall County Land Resource Management Plan and have recommended adoption of the plan by the County Board;

NOW. THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

The Kendall County Community Economic Development Plan dated December 2011, attached hereto as Group Exhibit "A" and made a part hereof, is hereby adopted as an addendum to the Kendall County Land Resource Management Plan.

ADOPTED BY THE COUNTY BOARD THIS 20th DAY OF December, 2011.

John P. Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

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

Judicial/Legislative

Member Koukol indicated the next meeting is on Wednesday.

Animal Control

Member shared that the new Director has contributed to insightful and professional meetings. Donations have been up. They are working on collections. Seven of ten dog bites were owner related.

Health & Environment

Member Petrella reviewed the committee’s minutes. Cheryl Johnson mentioned that the scare related to vaccines causing autism had been debunked as the

COW

None presented.

STANDING COMMITTEE MINUTES APPROVAL

Member Martin moved to approve all of the Standing Committee Minutes & Reports. 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

PBC

Member Wehrli said the PBC met on the 14th and reviewed the audit.

VAC

Member Martin indicated everything is going well at this time.

Stormwater

Member Wehrli said a plan has been approved and will be brought to the Board after further recommendations.

UCCI

No meeting.

CO.BRD 12/20/2011 13
Historic Preservation

Member Wehrli indicated the plaque program is almost solidified.

River Valley WIB

Member Petrella presented the committee reports noting that WIB provides jobs for the community.

Housing

No report.

CHAIRMAN'S REPORT

The Chair indicated that the following are actually re-appointments.

Appointments

1. River Valley Workforce Investment Board – 2 yr term – expires October 2013
   Richard Healy, Christopher Meochko, Brian Johnson, Betty Schoenholtz
2. KenCom Executive Board – County Alternate; John Purcell
   John Kellogg, Jim Brumell
4. Mental Health Board – 4 yr term – expires December 2015
   Pat Gillen, Sue Thill

Member Petrella indicated her name had not been included with the WIB. The Chair indicated that this was an apparent oversight, but she is still serving. Member Martin moved to accept the Appointments presented by the Chairman. Member Wehrli seconded the motion. The Chair asked for a voice vote on the motion. All members present voting aye with the exception of Member Petrella who voted no. Motion carried 9 to 1.

Announcements

1. Plan Commission – Fill remainder of 3 yr term – expires January 2014; Tom Martin

CITIZENS TO BE HEARD

Judy Gilmore of Foxglove Drive thanked the Finance Committee with regard to allowing the gathering of spent toners.

QUESTIONS FROM PRESS

Ryan Morton had a question regarding the vacation of the Board seat. St. Atty. Weis indicated that once a vacation has occurred they can't back-track over it.

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 17th day of January, 2012.

Respectfully submitted by,
Rennetta Mickelson
Kendall County Clerk
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<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<td>County Clerk Fees - Marriage License</td>
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<td>County Clerk Fees - Civil Union</td>
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CK # 16980 To KC Treasurer $ 128,468.38

Death Certificate Surcharge sent from Clerk's office $494.00 ck # 16978

Dom Viol Fund sent from Clerk's office $130.00 ck 16979
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 12/31/2011

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
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<tr>
<td>Personal Property Repl. Tax</td>
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<td>7.65%</td>
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<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$560,000</td>
<td>$35,172</td>
<td>6.28%</td>
<td>$43,482</td>
<td>7.76%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$35,000</td>
<td>$1,869</td>
<td>5.34%</td>
<td>$3,241</td>
<td>10.80%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$50,000</td>
<td>$1,412</td>
<td>2.82%</td>
<td>$2,474</td>
<td>3.09%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$981,698</td>
<td>$76,155</td>
<td>7.76%</td>
<td>$72,357</td>
<td>8.48%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$201,198</td>
<td>8.38%</td>
<td>$196,983</td>
<td>8.84%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$170,000</td>
<td>$17,338</td>
<td>10.20%</td>
<td>$14,989</td>
<td>8.61%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$750,000</td>
<td>$22,503</td>
<td>3.00%</td>
<td>$219,960</td>
<td>22.32%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$450,000</td>
<td>$84,289</td>
<td>18.73%</td>
<td>$32,176</td>
<td>4.95%</td>
</tr>
</tbody>
</table>

**TOTALS** | **$10,501,698** | **$813,598** | **7.75%** | **$1,100,235** | **11.04%** |

| Public Safety Sales Tax | $4,000,000 | $358,727 | 8.97% | $354,555 | 8.86% |
| Transportation Sales Tax | $4,000,000 | $358,727 | 8.97% | $354,555 | 8.86% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 1 month the revenue and expense should at 8.33%.

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th>Amount</th>
<th>2012 YTD</th>
<th>2011 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>$25,591,012</td>
<td>$1,943,528</td>
<td>7.59%</td>
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</table>
KENDALL COUNTY CORONER
December 2011 FY 2012 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, December 01, 2011</td>
<td>1212001*</td>
<td>12:40 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, December 04, 2011</td>
<td>1212002*</td>
<td>10:50 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, December 04, 2011</td>
<td>1212003*</td>
<td>4:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 05, 2011</td>
<td>1212004*</td>
<td>8:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Wednesday, December 07, 2011</td>
<td>1212005*</td>
<td>8:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, December 08, 2011</td>
<td>1212006</td>
<td>9:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, December 10, 2011</td>
<td>1212007*</td>
<td>4:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, December 10, 2011</td>
<td>1212008*</td>
<td>9:26 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, December 11, 2011</td>
<td>1212009*</td>
<td>7:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, December 11, 2011</td>
<td>1212010*</td>
<td>4:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 12, 2011</td>
<td>1212011*</td>
<td>8:47 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, December 13, 2011</td>
<td>1212012</td>
<td>2:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, December 14, 2011</td>
<td>1212013</td>
<td>11:05 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 19, 2011</td>
<td>1212014*</td>
<td>7:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Tuesday, December 20, 2011</td>
<td>1212015*</td>
<td>10:51 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, December 21, 2011</td>
<td>1212016*</td>
<td>1:12 AM</td>
<td>Suicide</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, December 21, 2011</td>
<td>1212017*</td>
<td>4:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Thursday, December 22, 2011</td>
<td>1212018*</td>
<td>7:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, December 23, 2011</td>
<td>1212019</td>
<td>9:10 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, December 25, 2011</td>
<td>1212020*</td>
<td>1:14 AM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 26, 2011</td>
<td>1212021*</td>
<td>12:40 AM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 26, 2011</td>
<td>1212022*</td>
<td>8:49 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, December 27, 2011</td>
<td>1212023*</td>
<td>10:15 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, December 28, 2011</td>
<td>1212024</td>
<td>1:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Saturday, December 31, 2011</td>
<td>1212025*</td>
<td>12:21 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours 80%

Autopsies
Five (5) Autopsies were performed in the month of December.

Inquests
There were no inquests held during the month of December.

Statistics:

<table>
<thead>
<tr>
<th>2012 Statistics</th>
<th>Stats for Same Period in 2011</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Total Deaths......</td>
<td>25</td>
<td>18</td>
</tr>
<tr>
<td>Autopsies to Date................</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>5</td>
<td>1</td>
</tr>
<tr>
<td>Cremation Permits.....</td>
<td>9</td>
<td>10</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update: No additional activity for the month of December.
CALL TO ORDER
The meeting was called to order by Chairman Nancy Martin at 6:30 p.m.

ROLL CALL
Present: Chairman Nancy Martin, John Shaw, Jeff Wehrli and Anne Vickery
Absent: Elizabeth Flowers
Also present: Senior Planner Angela Zubko and Brian Holdiman Building Code Enforcer
Citizens to be heard: None

APPROVAL OF AGENDA
Anne Vickery 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 December 12, 2011. Anne Vickery seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT
Jeff Wehrli made a motion to approve the bills. Anne Vickery seconded the motion. All agreed and the bills were forwarded to the Budget and Finance Committee.

CITIZENS TO BE HEARD
No citizens to be heard at this time.

PETITIONS
None

CITIZENS TO BE HEARD
No citizens to be heard.

OLD BUSINESS
Update of Fields of Farm Colony- No update at this time and Ms. Zubko stated there will probably not be an update till next year.
Zoning Clarification- Nancy mentioned this item was removed from the agenda but she asks that Planner Zubko put together some information regarding agricultural zoning for the next meeting.

Land Cash Discussion- Nancy would like Planner Zubko to take a look at the land cash and at the next meeting hand out the land cash at the next meeting with some history.

NEW BUSINESS-
KenCom Building Permit Fee Waiver- Kencom is requesting a fee waiver for all their building permits. Jeff Wehrli made a motion to waive their building permit fees. Anne Vickery seconded the motion. All were in favor and the building permit fees will be waived for all Kencom building permits.

Guest house related to building code- Planner Zubko stated that as a conditional use in the A-1 District you can have a guest house with kitchen facilities as long as it is in an accessory building. Brian Holdiman our building inspector just wanted to verify that these guest houses will have to follow the residential building code. Also if it's a guest house which is part of a special use would it need to follow the residential code on the residential side and commercial code on the commercial side? Ms. Vickery stated she feels this is a bad idea. Brian Holdiman explained the situation. Guest houses must meet residential codes and there will be no mixed use in the accessory building. Planner Zubko will add language to the guest house conditional use that it must follow residential codes so people know before they apply.

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

ADJOURNMENT- Next meeting will be on February 14, 2012
Anne Vickery made a motion to adjourn the meeting. John Shaw seconded the motion. All agreed. Chair Martin adjourned the meeting at 7:00 p.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner
Present were Vice Chairman John Shaw, members Dan Koukol and Jesse Hafenrichter. Also present were Sheriff Richard Randall, Chief Deputy Scott Koster, Assistant Deputy Coroner Jacquie Purcell and EMA Director Joe Gillespie.

Shaw called for the Coroner’s Report. Purcell stated that there were 19 deaths in the month of November all of which were natural, except for one accident and one is pending, which appears to be an overdose. Purcell also added that there was an error in the total deaths for 2011, which should be 256 deaths, not 246 deaths.

Shaw called for the EMA report. Gillespie stated that there was a siren test on November 2nd, the Region 3 meeting in Boone County on November 9, the EMA business meeting on November 15, they continued with STARCOM and WSPY EAS testing the first Tuesday of every month. Koukol asked if Gillespie continues to work on grant opportunities for EMA and Gillespie assured him that he is very aggressive on this.

Shaw called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of November: 270 new intake bookings on a total of 378 charges. They released 319 inmates on 456 charges and 126 inmates were held over from the month before. The average daily population was 125 they served 10,638 meals with an average of $1.21 per meal and logged 6,652 miles during the month and transported 104 inmates, 15 of which were Juveniles. The medical staff saw 213 inmates and he continued that they housed 67 inmates from other counties and billed out $81,720.00 for 1362 days of confinement. Randall added that there were 26 video bond call days with 59 inmates.

Shaw called for the Operations Division Report. Randall stated that the reports were attached, of which the following statistics were included for the month of November: The Sheriff’s Office had 642 calls for service, 1,532 officers initiated for activity, 399 police reports, 10 felonies, 94 misdemeanors, and 44 warrants for a total of 148 total arrests. Randall continued that there were 653 traffic contacts, 435 traffic citations, 12 DUl arrests, and no zero tolerance, 43 property damage, 6 personal injuries, and one fatal accident. The Operations Division drove 59,947 miles in the month of November. He continued that the Auxiliary Deputies did a total of 39.5 hours, Investigations has 28 total cases assigned and the Investigators continue to work on many cases.

Shaw called for the Support Services Report. Randall stated that the reports were attached, of which the following statistics were included for the month of November: Civil Process states that 130 papers were served, 24 evictions were scheduled with 10 cancelled, 36 Sheriff's Sales, 95 FOIA requests, 179 warrants issued, 128 warrants served, and a total of $38,402.00 brought in by the Records Division. He continued that Court Security had 17,379 entries, they X-rayed 6,670 articles, 27 arrests with 116 contraband seized. There were 48 at bond call. Support Services reported 1,269 hours of training for the Sheriff’s Office in the month of November. Randall stated that there were no terminations, no new hires, two workman’s comp claims (no time lost on one), and one squad received no damage after being rear ended in the car wash by another motorist whose license plate holder was damaged. Randall stated that there were 77 new items into the Property Room, 95 items disposed of, 10 items sent to the crime lab for processing and 1 item processed by the Evidence Technician.
Randall stated that the storage building in the back is almost is nearing completion.

Randall added that the year-end numbers were down in most areas, but up in warrant arrests, records fees and they housed more inmates from other counties. He continued that a list of accomplishments and activities for the Sheriff's Office was compiled and distributed; however, the Auxiliary hours were overlooked. Randall added that the Auxiliary volunteered 1,377 hours, which saved the tax payers anywhere from $35,000-$50,000 (depending on if it would have been straight salary or overtime rate comparison).

Randall added that non criminal activity, such as civil matters takes up a lot of the Deputies’ time, but they do prioritize according to the manpower and importance of the calls.

Randall added that one of the Investigators totaled a car in September and they have a Ford Escape on order that should be here soon. He added that in the mean time, he has given his county car to the Investigator to use in the interim as he has just bought a new personal vehicle (Ford truck) and has been driving that while his car is in use. He added that he has not and will not put in for vehicle allowance or gas reimbursement, but is simply just driving his own personally owned vehicle while the Office is short one vehicle.

Koukol made a motion to adjourn the meeting; seconded by Hafenrichter. All ayes approved the motion. The meeting was adjourned at 1045 hours.

The next Public Safety Committee meeting will be January 23, 2012 at 1000 hours.

Respectfully Submitted,

Kate Rassmussen  
Recording Secretary
I CALL TO ORDER

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

II ROLL CALL

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

Also present were: Jeff Wilkins, Jim Pajauskas, Becki Rudolph, Paul Nordstrom and Chris Mohochko.

III PUBLIC COMMENT -none

IV CBIZ Benefits Update - Jim Pajauskas

Jim stated he was asked to compile information regarding other County’s medical benefits and see where Kendall County stands in the market place with plan designs and cost of plans. Jim stated it is important to explore options with medical insurance and he presented comparisons for Boone, DeKalb, Grundy, DuPage, LaSalle, McHenry and Will Counties. The plans the Committee looked at were PPO and HMO and Jim explained the different plans, coverage, deductibles, out of pocket expenses and prescription drug card co-pays. Jim stated that Kendall County has a rich PPO Plan. The Committee has decided to continue exploring the current trends and various approaches to controlling health care costs. Jim did explain 2 Tier, 3 Tier and 4 Tier premium plans. Jim stated there would be no cost savings to the County to offer employee +1 or employee + spouse, 1/3 of the employees would pay less and 2/3 of the employees would have to pay more in premium cost. Jim stated in order to reduce premium cost, the County would have to increase deductibles, increase prescription drug co-pays and increase member’s share of the premium cost. The Committee has decided to continue exploring the current trends and various approaches to controlling health care.

V OTHER BUSINESS – Paul Nordstrom’s report

Paul attended the meeting to present his annual report. Please see his attached detailed report.

VI MONTHLY REPORT – Linda Meyer
Attached are the monthly reports. Linda stated Lincoln Financial Group is working out very well with their customer service and on line enrollment process. Linda has been contacted by several companies that are requesting to present their wellness programs, Linda suggested they contact Jeff Wilkins to be added to the Agenda to speak and introduce their product to the Committee.

VII MONTHLY REPORT -Jeff Wilkins

Jeff explained the annual total amount paid for the $100,000.00 Worker’s Compensation deductible. Jeff stated there was a proven savings by increasing the deductible and experiencing a lower premium cost.

Jeff stated he is working on the Administration Assistant position in the Administration Office and would like to finalize the employment.

Jeff discussed the Waubonsee Job Fair as Waubonsee Community College works with Economic Development to assist in making the Fair better and more effective.

Jeff stated they are currently working on the Park & Ride application between the County and the Village of Oswego, they will be needing an agreement.

Jeff explained that Westphal Chevrolet provides ¼ cent sales tax for Kendall County to the amount of $85,000.00 annual tax dollars.

Jeff stated he is working with Mr. Olson, appraiser, on obtaining an appraisal for a piece of property.

Jeff discussed an Economic Development Program called “Power Up” that would provide green jobs to Certified Electricians to install power stations for electric cars in McHenry, Kane, Kendall and Lake Counties.

Jeff discussed the KAT article that was written in the Kendall County Record. Jeff also discussed the Oswego Park and Ride with the amounts for the lease, fuel, insurance and maintenance costs for three vehicles. Jeff shared with the Committee the cost of two full time drivers for labor and benefits. Oswego’s total costs would be $53,201 - 35% Park and Ride match and $44,916.00 for the Paratransit annual contribution. Jeff stated the State’s Attorney’s Office will be reviewing the Inter Governmental Agreement on Friday, January 6, 2012.

Jeff stated he was contacted by NACO and they have chosen Kendall County to create a video of community demographics, available recreational activities, real estate and businesses opportunities within Kendall County. Jeff stated this video would help promote Kendall County.
Jeff shared with the Committee nine out of eleven Union Contracts will expire November 30, 2012. There will be no negotiations with Ken Com or Probation. Health insurance plan designs will be up for future discussion.

Jeff stated Mack & Associates conducted the KAT Program single audit. The KAT Program spends the monies they are given on exactly what they are supposed to spend it on.

Jeff stated he and Latreese will be working on the comparables process for union salaries for the upcoming union negotiations.

VIII PUBLIC COMMENT

IX ACTION ITEMS FOR COUNTY BOARD MEETING - None

X EXECUTIVE SESSION - None

XI ADJOURNMENT

Nancy Martin moved to adjourn the meeting at 5:17 P.M. Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

The next regularly scheduled meeting will be on February 2, 2012.

Submitted by:

Linda D. Meyer, Recorder
### MONTHLY REPORT (1/1/2012)

#### New Hires (12/1/11-11/30/12)

<table>
<thead>
<tr>
<th>Position</th>
<th>New Hires</th>
</tr>
</thead>
<tbody>
<tr>
<td>Animal Control</td>
<td>1</td>
</tr>
<tr>
<td>Circuit Clerk</td>
<td>1</td>
</tr>
<tr>
<td>Forest Preserve</td>
<td>1</td>
</tr>
<tr>
<td>Health Dept.</td>
<td>1</td>
</tr>
<tr>
<td>Highway</td>
<td>1</td>
</tr>
<tr>
<td>KenCom</td>
<td>1</td>
</tr>
<tr>
<td>Probation</td>
<td>1</td>
</tr>
<tr>
<td>Sheriff</td>
<td>1</td>
</tr>
<tr>
<td>State's Attorney</td>
<td>1</td>
</tr>
</tbody>
</table>

#### Workers' Comp. Claims (12/1/11-11/30/12)

<table>
<thead>
<tr>
<th>Status</th>
<th>Number</th>
</tr>
</thead>
<tbody>
<tr>
<td>Probation</td>
<td>1</td>
</tr>
</tbody>
</table>

**TOTAL**: 1

#### Property Claims (12/1/11-11/30/12)

- None specified.

**TOTAL**: $0.00

#### Mellon HSA Solutions

<table>
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<tr>
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<th>Deposit</th>
</tr>
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<tbody>
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<td>11,000.00</td>
</tr>
<tr>
<td>1/1/2012</td>
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**Total**: 22,125.00

#### W.C. Check Register

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<th>Amount</th>
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</thead>
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</tr>
<tr>
<td>February</td>
<td>$10,780.11</td>
</tr>
<tr>
<td>March</td>
<td>$12,866.59</td>
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<tr>
<td>April</td>
<td>$28,513.73</td>
</tr>
<tr>
<td>May</td>
<td>$6,277.89</td>
</tr>
<tr>
<td>June</td>
<td>$1,347.54</td>
</tr>
<tr>
<td>July</td>
<td>$12,569.83</td>
</tr>
<tr>
<td>August</td>
<td>$17,587.39</td>
</tr>
<tr>
<td>September</td>
<td>$1,386.18</td>
</tr>
<tr>
<td>October</td>
<td>$4,066.79</td>
</tr>
<tr>
<td>November</td>
<td>$4,187.44</td>
</tr>
<tr>
<td>December</td>
<td>$6,863.76</td>
</tr>
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</table>

**Total**: $109,460.62

#### FY12 Education Reimbursements Submitted

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<tr>
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<tr>
<td>Budgeted</td>
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</tr>
<tr>
<td>(12/1/11-11/30/12)</td>
<td>$2,379.80</td>
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<tr>
<td>Year End</td>
<td>$6,620.20</td>
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</table>

#### EAP/ComPsych

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<tr>
<th>Date/Series</th>
<th>Participants</th>
<th>Year</th>
</tr>
</thead>
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<td>2006=7</td>
</tr>
<tr>
<td>1/1/07-12/31/07</td>
<td>13 participants</td>
<td>2007=13</td>
</tr>
<tr>
<td>1/1/08-12/31/08</td>
<td>9 participants</td>
<td>2008=9</td>
</tr>
<tr>
<td>1/1/09-12/31/09</td>
<td>11 participants</td>
<td>2009=11</td>
</tr>
<tr>
<td>1/1/10-12/31/10</td>
<td>11 participants</td>
<td>2010=11</td>
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<tr>
<td>1/1/11-1/31/11</td>
<td>36 participants</td>
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**Total Rev.**: $8,073.95

#### 24 Retirees Medical/Dental Plan

<table>
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<tr>
<th>Month</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>$8,073.95</td>
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**Total Enrolled**: 0

**Total**: $0.00
# MONTHLY MEDICAL INSURANCE REPORT

## 1/1/2012

<table>
<thead>
<tr>
<th></th>
<th>Nov-10</th>
<th>Dec-10</th>
<th>Nov-11</th>
<th>Dec-11</th>
</tr>
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<tbody>
<tr>
<td><strong>Blue Cross</strong></td>
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<tr>
<td>HMO Employee</td>
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<td>HMO Family</td>
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<tr>
<td>BAE Employee</td>
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<td>BAE Family</td>
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<td>PPO Employee</td>
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<td>PPO Family</td>
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<td>H.S.A. - Fam</td>
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<td>286</td>
<td>290</td>
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<td>292</td>
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|                     |        |        |        |        |
| COBRA               | 0      |        |        |        |
| Lincoln Dental      | 349    |        |        |        |
| Dearborn Natl.      | 336    |        |        |        |

1/1/2012 BlueCross Monthly Premium

$291,874.31

1/1/2012 Lincoln Dental Monthly Premium

$20,002.73

1/1/2012 Dearborn National Monthly Premium

$873.60

---

*e - MonthlyMedical Report
Sheet 1*
# FY 12 MONTHLY MEDICAL INSURANCE INVOICES

<table>
<thead>
<tr>
<th>Date</th>
<th>BlueCross Medical Premium</th>
<th>Lincoln Dental Premium</th>
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<th>Totals</th>
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<tbody>
<tr>
<td>12/1/2011</td>
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<td>1/1/2012</td>
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# FY 11 MONTHLY MEDICAL INSURANCE INVOICES

<table>
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<tr>
<th>Date</th>
<th>BlueCross Medical Premium</th>
<th>Ameritas Dental Premium</th>
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<th>Health Savings Account</th>
<th>Totals</th>
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<tbody>
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# FY 10 MONTHLY MEDICAL INSURANCE INVOICES

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<th>Health Savings Account</th>
<th>Totals</th>
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# FY 09 MONTHLY MEDICAL INSURANCE INVOICES

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<td>3,539,987.10</td>
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# Totals

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<th>FY 11</th>
<th>FY 10</th>
<th>FY 09</th>
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</thead>
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<tr>
<td>650,652.77</td>
<td>3,896,907.20</td>
<td>3,539,987.10</td>
<td>61,000.00</td>
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### Oswego Park and Ride

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<th>Category</th>
<th>Amount</th>
<th>Details</th>
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<tr>
<td>Lease</td>
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<tr>
<td>Fuel*</td>
<td>$43,597</td>
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<tr>
<td>Insurance</td>
<td>$2,628</td>
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<tr>
<td>Maintenance</td>
<td>$4,404</td>
<td>For three vehicles</td>
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<tr>
<td><strong>Staff</strong></td>
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<tr>
<td>Labor</td>
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<td>Benefit</td>
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<td><strong>Total</strong></td>
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<td>Total Cost Park and Ride Operations and Lease</td>
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<td>DOAP Reimbursement</td>
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<tr>
<td>35%</td>
<td>$53,201</td>
<td>Oswego Park and Ride Match</td>
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**Oswego costs:**

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<th>Details</th>
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<td>$53,201</td>
<td>35% Park and Ride match</td>
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<td>$44,916</td>
<td>Paratransit annual contribution</td>
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<tr>
<td>$98,117</td>
<td>Total for Oswego</td>
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</table>
Meeting was called to order at 9:01AM.

Committee Members Present: Jessie Hafenrichter, Nancy Martin, Anne Vickery, Dan Koukol

Others Present: Jeff Wilkins, Jill Ferko, Debbie Gillette, Andy Nicoletti, Stan Laken, Don Clayton, Brian Holdiman

Treasurer Report: Ferko reported the auditors will present the 2010-11 Audited Financial Statements at the January 12 Finance Committee meeting. W-2’s for 2011 have been distributed. The Fox Industrial Park TIF in Yorkville recently returned approximately $675,000 to be distributed to the taxing units with the TIF district. The DevNet contract should be ready later this month.

Clerk Report: Gillette reported her staff is preparing for the election in March and new voter registration cards were mailed to all of the 64,800 registered voters. She reported that the number of marriage licenses had increased while recordings had decreased.

Supervisor of Assessments: Nicoletti reported the Board of Review will finish appeals for Kendall Township today. Bristol and Oswego Townships remain. He expects review of all appeals to be completed between the end of February and mid-March.

Technology & GIS: Laken explained that the implementation of Windows 7 will begin in January with completion expected in 3-4 months. His department installed a new web filter has been installed. The low voltage wiring project at the Public Safety Center will be discussed at Committee of the Whole this week.

Laken inquired about the recent change of the Open Meetings Act requiring the County to post total compensation of all IMRF participants for next budget year. The Treasurer explained the statute and information she had received to comply. The Committee consensus was to post all forms of compensation including employer contributions to IMRF and health insurance.

Clayton provided a summary of the many new layers and projects completed GIS staff in 2011 for County departments. Staff also created a new GIS website and “Map Gallery”. The Map Gallery contains most requested maps by the public. These maps are now available to the public for easy access on the website.

Committee adjourned at 9:40 AM.

The next meeting is scheduled for February 14, 2011 at 9:00pm in the Board of Review room.

Respectfully submitted by Jeff Wilkins, County Administrator
HIGHWAY COMMITTEE MINUTES

DATE: January 10, 2012
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Chairman Davidson, Petrella, Shaw & Wehrli
Absent Flowers
STAFF PRESENT: Klaas, Myers, Gates & Burscheid
ALSO PRESENT: Nancy Martin, Kelly Farley of Crawford, Murphy & Tilly, Inc.;
Steve Pasinski of Thomas Engineering

The committee meeting convened at 4:00 P.M.

The County Highway Department will be constructing Walker Road safety shoulders from Route 47 to Route 71 as a federally funded project in 2012. The project will require a Local Agency Agreement for Federal Participation, identifying the 80% - 20% Federal / Local split for funding. The total estimated cost of this project is approximately $1,000,000, making the local share $200,000. Motion made by Wehrli; second by Shaw to forward the Agreement to the County Board for approval. Motion carried unanimously.

The County Engineer presented the final two resolutions to purchase right-of-way for the Grove Road improvement at Illinois Route 126. Said parcels include Henneberry Woods, Inc. and a parcel owned by John W. Cherry and others. Purchase price for the Henneberry parcel is $2,000 for 0.082 acre, while the Cherry parcel is $12,000 for 0.451 acre. Motion made by Wehrli; second Petrella to forward the resolutions to the County Board for approval. Motion carried unanimously.

The 2012 Highway projects are still up in the air due to the uncertainty of 2 projects; Ridge Road at Route 126 and Grove Road at Route 126. The County has reached agreement with all property owners on the Grove Road project, while they are still negotiating the final parcel acquisition on Ridge Road. The State’s Attorney has reported that he is having meaningful discussions with the attorneys representing the final parcel acquisition on Ridge Road. It is possible that one or both projects will get to a letting in 2012. Other projects that will be worked on this year include safety shoulders and resurfacing of Walker Road, safety shoulders and resurfacing of Galena Road, and bituminous surface treatments on Millington Road and Lisbon Road. A final project, the resurfacing and drainage improvements on Church Road in Millington may get delayed due to issues involving the railroad.

The County Engineer has been working with CMAP and the Kane/Kendall Council of Mayors to attempt to obtain federal funding through CMAP for the reconstruction of Eldamain Road from Menards to Galena Road. The project currently has a low ranking, but will be submitted for consideration later in the calendar year so that it will not have to compete with some other projects that are currently in the program. If the project is eventually funded with monies from CMAP, it is possible that it would push the letting date back slightly from the 2013 projection in the current 5-year plan.
A potential jurisdictional transfer with the City of Plano for Rock Creek Road was discussed. The committee directed the County Engineer to contact the City of Plano and Little Rock Township to see where they stand on the jurisdictional transfer.

A meeting was held on Tuesday, January 10, 2012 with the Kendall County Forest Preserve to discuss the idea of diverting 1% of the Transportation Sales Taxes annually for the construction of alternative modes of transportation, such as multi-use paths. The funds, which would amount to approximately $50,000 per year, might be used for trails along State and County routes when agencies apply to get these funds from the County. Chairman Davidson and Jeff Wehrli, along with some County staff will be discussing the matter and bringing additional information back to the Committee at a later date for consideration.

The joint meeting with Kendall/Grundy Highway Committees has been scheduled for 8:00 A.M. on January 26, 2012 at the Grundy County Highway Department.

Motion made by Petrella; second by Wehrli to forward payroll and bills for the month of January to the Finance Committee. Motion carried unanimously.

The next meeting is scheduled for Tuesday, February 14, 2012 at 4:00 P.M.

Meeting adjourned.

Respectfully submitted,

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

**ACTION ITEMS**

- Local Agency Agreement for Federal Participation for Walker Road

- Grove Road land acquisition resolutions
  1. Henneberry Woods, Inc.
  2. John W. Cherry et al
This Agreement is made and entered into between the above local agency hereinafter referred to as the "LA" and the state of Illinois, acting by and through its Department of Transportation, hereinafter referred to as "STATE". The STATE and LA jointly propose to improve the designated location as described below. The improvement shall be constructed in accordance with plans approved by the STATE and the STATE's policies and procedures approved and/or required by the Federal Highway Administration hereinafter referred to as "FHWA".

**Location**

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<thead>
<tr>
<th>Local Name</th>
<th>Route</th>
<th>Length</th>
</tr>
</thead>
<tbody>
<tr>
<td>Walker Road (CH 17)</td>
<td>FAS 1260</td>
<td>5.5 miles</td>
</tr>
</tbody>
</table>

**Termini**

IL 71 (FAP 311) to IL 47 (FAP 326)

**Current Jurisdiction**

Kendall County

**Existing Structure No**

**Project Description**

Construct paved shoulders on Walker Road, beginning at IL Route 71 and extending easterly to IL Route 47.

**Division of Cost**

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<th>STATE</th>
<th>%</th>
<th>LA</th>
<th>%</th>
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<td>Non-Participating Construction</td>
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</tbody>
</table>

**NOTE:**

The costs shown in the Division of Cost table are approximate and subject to change. The final LA share is dependent on the final Federal and State participation. The actual costs will be used in the final division of cost for billing and reimbursement.

If funding is not a percentage of the total, place an asterisk in the space provided for the percentage and explain above.

The Federal share of construction engineering may not exceed 15% of the Federal share of the final construction cost.

**Local Agency Appropriation**

By execution of this Agreement, the LA is indicating sufficient funds have been set aside to cover the local share of the project cost and additional funds will be appropriated, if required, to cover the LA's total cost.

**Method of Financing (State Contract Work)**

METHOD A---Lump Sum (80% of LA Obligation)

METHOD B---Monthly Payments of

METHOD C---LA's Share $200,000 divided by estimated total cost multiplied by actual progress payment.

(See page two for details of the above methods and the financing of Day Labor and Local Contracts)
Agreement Provisions

THE LA AGREES:

(1) To acquire in its name, or in the name of the state if on the state highway system, all right-of-way necessary for this project in accordance with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and established state policies and procedures. Prior to advertising for bids, the LA shall certify to the STATE that all requirements of Titles II and III of said Uniform Act have been satisfied. The disposition of encroachments, if any, will be cooperatively determined by representatives of the LA, and STATE and the FHWA, if required.

(2) To provide for all utility adjustments, and to regulate the use of the right-of-way of this improvement by utilities, public and private, in accordance with the current Utility Accommodation Policy for Local Agency Highway and Street Systems.

(3) To provide for surveys and the preparation of plans for the proposed improvement and engineering supervision during construction of the proposed improvement.

(4) To retain jurisdiction of the completed improvement unless specified otherwise by addendum (addendum should be accompanied by a location map). If the improvement location is currently under road district jurisdiction, an addendum is required.

(5) To maintain or cause to be maintained, in a manner satisfactory to the STATE and FHWA, the completed improvement, or that portion of the completed improvement within its jurisdiction as established by addendum referred to in Item 4 above.

(6) To comply with all applicable Executive Orders and Federal Highway Acts pursuant to the Equal Employment Opportunity and Nondiscrimination Regulations required by the U.S. Department of Transportation.

(7) To maintain, for a minimum of 3 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 and the department; and the LA agrees to cooperate fully with any audit conducted by the Auditor General and the department; 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.

(8) To provide if required, for the improvement of any railroad-highway grade crossing and rail crossing protection within the limits of the proposed improvement.

(9) To comply with Federal requirements or possibly lose (partial or total) Federal participation as determined by the FHWA.

(10) (State Contracts Only) That the method of payment designated on page one will be as follows:

Method A - Lump Sum Payment. Upon award of the contract for this improvement, the LA will pay to the STATE, in lump sum, an amount equal to 80% of the LA’s estimated obligation incurred under this Agreement, and will pay to the STATE the remainder of the LA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method B - Monthly Payments. Upon award of the contract for this improvement, the LA will pay to the STATE, a specified amount each month for an estimated period of months, or until 80% of the LA’s estimated obligation under the provisions of the Agreement has been paid, and will pay to the STATE the remainder of the LA’s obligation (including any nonparticipating costs) in a lump sum, upon completion of the project based upon final costs.

Method C - Progress Payments. Upon receipt of the contractor’s first and subsequent progressive bills for this improvement, the LA will pay to the STATE, an amount equal to the LA’s share of the construction cost divided by the estimated total cost, multiplied by the actual payment (appropriately adjusted for nonparticipating costs) made to the contractor until the entire obligation incurred under this Agreement has been paid.

(11) (Day Labor or Local Contracts) To provide or cause to be provided all of the initial funding, equipment, labor, material and services necessary to construct the complete project.

(12) (Preliminary Engineering) In the event that right-of-way acquisition for, or actual construction of the project for which this preliminary engineering is undertaken with Federal participation is not started by the close of the tenth fiscal year following the fiscal year in which this agreement is executed, the LA will repay the STATE any Federal funds received under the terms of this Agreement.

(13) (Right-of-Way Acquisition) In the event that the actual construction of the project on this right-of-way is not undertaken by the close of the twentieth fiscal year following the fiscal year in which this Agreement is executed, the LA will repay the STATE any Federal Funds received under the terms of this Agreement.
(14) (Railroad Related Work Only) The estimates and general layout plans for at-grade crossing improvements should be forwarded to the Rail Safety and Project Engineer, Room 204, Illinois Department of Transportation, 2300 South Dirksen Parkway, Springfield, Illinois, 62704. Approval of the estimates and general layout plans should be obtained prior to the commencement of railroad related work. All railroad related work is also subject to approval by the Illinois Commerce Commission (ICC). Final inspection for railroad related work should be coordinated through appropriate IDOT District Bureau of Local Roads and Streets office.

Plans and preemption times for signal related work that will be interconnected with traffic signals shall be submitted to the ICC for review and approval prior to the commencement of work. Signal related work involving interconnects with state maintained traffic signals should also be coordinated with the IDOT's District Bureau of Operations.

The LA is responsible for the payment of the railroad related expenses in accordance with the LA/railroad agreement prior to requesting reimbursement from IDOT. Requests for reimbursement should be sent to the appropriate IDOT District Bureau of Local Roads and Streets office.

Engineer's Payment Estimates in accordance with the Division of Cost on page one.

(15) And certifies to the best of its knowledge and belief its officials:
(a) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;
(b) have not within a three-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements receiving stolen property;
(c) are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, local) with commission of any of the offenses enumerated in item (b) of this certification; and
(d) have not within a three-year period preceding the Agreement had one or more public transactions (Federal, State, local) terminated for cause or default.

(16) To include the certifications, listed in Item 15 above and all other certifications required by State statutes, in every contract, including procurement of materials and leases of equipment.

(17) (State Contracts) That execution of this agreement constitutes the LA's concurrence in the award of the construction contract to the responsible low bidder as determined by the STATE.

(18) That for agreements exceeding $100,000 in federal funds, execution of this Agreement constitutes the LA's certification that:
(a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or any employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any cooperative agreement, and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement;
(b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress, in connection with this Federal contract, grant, loan or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions;
(c) The LA shall require that the language of this certification be included in the award documents for all subawards at all levels (including subcontracts, subgrants and contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

(19) To regulate parking and traffic in accordance with the approved project report.

(20) To regulate encroachments on public right-of-way in accordance with current Illinois Compiled Statutes.

(21) To regulate the discharge of sanitary sewage into any storm water drainage system constructed with this improvement in accordance with current Illinois Compiled Statutes.

(22) That the LA may invoice the STATE monthly for the FHWA and/or STATE share of the costs incurred for this phase of the improvement. The LA will submit supporting documentation with each request for reimbursement from the STATE. Supporting documentation is defined as verification of payment, certified time sheets, vendor invoices, vendor receipts, and other documentation supporting the requested reimbursement amount.

(23) To complete this phase of the project within three years from the date this agreement is approved by the STATE if this portion of the project described in the Project Description does not exceed $1,000,000 (five years if the project costs exceed $1,000,000).

(24) Upon completion of this phase of the improvement, the LA will submit to the STATE a complete and detailed final invoice with all applicable supporting supporting documentation of all incurred costs, less previous payments, no later than one year from the date of completion of this phase of the improvement. If a final invoice is not received within one year of completion of this phase of the improvement, the most recent invoice may be considered the final invoice and the obligation of the funds closed.
(25) (Single Audit Requirements) That if the LA receives $500,000 or more a year in federal financial assistance they shall have an audit made in accordance with the Office of Management and Budget (OMB) Circular No. A-133. LA's that receive less than $500,000 a year shall be exempt from compliance. A copy of the audit report must be submitted to the STATE with 30 days after the completion of the audit, but no later than one year after the end of the LA's fiscal year. The CFDA number for all highway planning and construction activities is 20.205.

(26) That the LA is required to register with the Central Contractor Registration (CCR), which is a web-enabled government-wide application that collects, validates, stores, and disseminates business information about the federal government’s trading partners in support of the contract award and the electronic payment processes. If you do not have a CCR number, you must register at https://www.bpn.gov/ccr. If the LA, as a sub-recipient of a federal funding, receives an amount equal to or greater than $25,000 (or which equals or exceeds that amount by addition of subsequent funds), this agreement is subject to the following award terms: http://edocket.access.gpo.gov/2010/pdf/2010-22705.pdf and http://edocket.access.gpo.gov/2010/pdf/2010-22706.pdf.

THE STATE AGREES:

(1) To provide such guidance, assistance and supervision and to monitor and perform audits to the extent necessary to assure validity of the LA's certification of compliance with Titles II and III requirements.

(2) (State Contracts) To receive bids for the construction of the proposed improvement when the plans have been approved by the STATE (and FHWA, if required) and to award a contract for construction of the proposed improvement, after receipt of a satisfactory bid.

(3) (Day Labor) To authorize the LA to proceed with the construction of the improvement when Agreed Unit Prices are approved and to reimburse the LA for that portion of the cost payable from Federal and/or State funds based on the Agreed Unit Prices and Engineer’s Payment Estimates in accordance with the Division of Cost on page one.

(4) (Local Contracts) That for agreements with Federal and/or State funds in engineering, right-of-way, utility work and/or construction work:
(a) To reimburse the LA for the Federal and/or State share on the basis of periodic billings, provided said billings contain sufficient cost information and show evidence of payment by the LA;
(b) To provide independent assurance sampling, to furnish off-site material inspection and testing at sources normally visited by STATE inspectors of steel, cement, aggregate, structural steel and other materials customarily tested by the STATE.

IT IS MUTUALLY AGREED:

(1) Construction of the project will utilize domestic steel as required by Section 106.01 of the current edition of the Standard Specifications for Road and Bridge Construction.

(2) That this Agreement and the covenants contained herein shall become null and void in the event that the FHWA does not approve the proposed improvement for Federal-aid participation or the contract covering the construction work contemplated herein is not awarded within three years of the date of execution of this Agreement.

(3) This Agreement shall be binding upon the parties, their successors and assigns.

(4) For contracts awarded by the LA, the LA shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any USDOT - assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The LA shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of USDOT - assisted contracts. The LA's DBE program, as required by 49 CFR part 26 and as approved by USDOT, is incorporated by reference in this Agreement. Upon notification to the recipient of its failure to carry out its approved program, the department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.). In the absence of a USDOT – approved LA DBE Program or on State awarded contracts, this Agreement shall be administered under the provisions of the STATE’s USDOT approved Disadvantaged Business Enterprise Program.

(5) In cases where the STATE is reimbursing the LA, obligations of the STATE shall cease immediately without penalty or further payment being required if, in any fiscal year, the Illinois General Assembly or applicable Federal Funding source fails to appropriate or otherwise make available funds for the work contemplated herein.

(6) All projects for the construction of fixed works which are financed in whole or in part with funds provided by this Agreement and/or amendment shall be subject to the Prevailing Wage Act (820 ILCS 130/0.01 et seq.) unless the provisions of that Act exempt its application.
ADDENDA

Additional information and/or stipulations are hereby attached and identified below as being a part of this Agreement.

Number 1 Location Map

(Insert addendum numbers and titles as applicable)

The LA further agrees, as a condition of payment, that it accepts and will comply with the applicable provisions set forth in this Agreement and all exhibits indicated above.

APPROVED

Local Agency

John P. Purcell

Name of Official (Print or Type Name)

County Board Chairman

Title (County Board Chairperson/Mayor/Village President/etc.)

(Signature) Date

The above signature certifies the agency's TIN number is
36-600-6598 conducting business as a Governmental Entity.

DUNS Number

NOTE: If signature is by an APPOINTED official, a resolution authorizing said appointed official to execute this agreement is required.

APPROVED

State of Illinois

Department of Transportation

Gary Hannig, Secretary of Transportation Date

By:

(Delegate's Signature)

(Delegate's Name - Printed)

Christine M. Reed, Director of Highways/Chief Engineer Date

Ellen J. Schanzie-Haskins, Chief Counsel Date

Matthew R. Hughes, Acting Director of Finance and Administration Date
KENDALL COUNTY
Resolution No. _______

A Resolution Authorizing the Purchase of Real Estate from Henneberry Woods, Inc. to Improve Grove Road, County Highway 16, Kendall County, Illinois

WHEREAS, the County of Kendall (the ‘County’) is unit of local government formed under the laws of the State of Illinois; and

WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406 and other applicable provisions of the Illinois Highway Code, the County is engaged in the relocating, reconstructing, extending, widening, straightening, improving, repairing, and maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple title, or such lesser interest as may be desired, to any lands, rights or other property necessary for the construction, maintenance or operation of any county highway, township road or district road within the county or necessary for the locating, relocating, widening, altering, extending or straightening thereof by purchase; and

WHEREAS, the County desires to purchase property (‘Property’) from Henneberry Woods, Inc. (‘Owners’), which said Property is legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future construction and improvements to Grove Road, a public roadway in Kendall County, Illinois; and

WHEREAS, the County and the Owners have negotiated a price of $2,000 for the Property described herein, which is within the appraised value for the Property; and

WHEREAS, a copy of plat of the Property is attached as Exhibit B and is hereby incorporated by reference.
NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owners, the described Property for $2,000, excluding title insurance, closing costs and other applicable fees.

3. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State’s Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State’s Attorney.

4. The Kendall County Treasurer is hereby authorized to pay $2,000 to purchase the Property and to pay other closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the ______ day of ___________________, 2012.

________________________________________________________________________________________
John P. Purcell
Kendall County Board Chairman

________________________________________________________________________________________
Debbie Gillette
Kendall County Clerk
KENDALL COUNTY
Resolution No. ________

A Resolution Authorizing the Purchase of Real Estate from John W. Cherry et al
to Improve Grove Road, County Highway 16, Kendall County, Illinois

WHEREAS, the County of Kendall (the ‘County’) is unit of local government formed under the
laws of the State of Illinois; and

WHEREAS, under and by virtue of 605 ILCS 5/5-401, 605 ILCS 5/5-402 & 605 ILCS 5/5-406
and other applicable provisions of the Illinois Highway Code, the County is engaged in the
relocating, reconstructing, extending, widening, straightening, improving, repairing, and
maintaining of the roadways within the County of Kendall, State of Illinois; and

WHEREAS, pursuant to 605 ILCS 5/5-801, any county in its name, may acquire the fee simple
title, or such lesser interest as may be desired, to any lands, rights or other property necessary for
the construction, maintenance or operation of any county highway, township road or district road
within the county or necessary for the locating, relocating, widening, altering, extending or
straightening thereof by purchase; and

WHEREAS, the County desires to purchase property (‘Property’) from John W. Cherry et al
(‘Owners’), which said Property is legally described as follows:

SEE EXHIBIT A – LEGAL DESCRIPTION

WHEREAS, the purchase of the Property described in Exhibit A is necessary for future
construction and improvements to Grove Road, a public roadway in Kendall County, Illinois;
and

WHEREAS, the County and the Owners have negotiated a price of $12,000 for the Property
described herein, which is within the appraised value for the Property; and

WHEREAS, a copy of plat of the Property is attached as Exhibit B and is hereby incorporated
by reference.
NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that:

1. The above listed recitals are incorporated by reference.

2. The County shall purchase from the Owners, the described Property for $12,000, excluding title insurance, closing costs and other applicable fees.

3. The Chairman of the Kendall County Board, the Chairman of the Kendall County Board Highway Committee, the County Engineer and the Kendall County State’s Attorney are hereby authorized and directed to execute and attest to all documents, on behalf of the County, which are necessary to complete such transaction provided that the documents have first been approved by the Kendall County State’s Attorney.

4. The Kendall County Treasurer is hereby authorized to pay $12,000 to purchase the Property and to pay other closing costs and fees.

This RESOLUTION is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the _____ day of ____________________, 2012.

John P. Purcell  
Kendall County Board Chairman

Debbie Gillette  
Kendall County Clerk
CALL TO ORDER

Chairman Shaw called the Facilities Management Committee meeting; located in the County Office Building at 111 W. Fox Street, Room 209 to order at 3:28 p.m. Chairman Shaw asked for a roll call attendance. Present were Chairman Shaw, Members Hafenrichter, Wehrli, Koukol and Vice-Chair Davidson. All members were present to form a quorum of the committee. County Board member Martin and Facilities Management Director Smiley were also present.

1) Public Comment - No public were present at the meeting.
2) Approval of the December meeting minutes.

Report from meeting
Chairman Shaw asked for a motion to approve the December Committee minutes. Vice-Chair Davidson made the motion to approve the minutes. Member Wehrli seconded the motion. All members voted aye. Motion approved.

NEW BUSINESS/PROJECTS

1) Relocation of the Public Safety Center Basement A/C unit to Boiler room
   • The old system is being replaced by the systems going in for the basement build out. $5,000.00 was budgeted for this work as part of the basement build out. Jim has received a price of $2,870 to reinstall the unit in the boiler room to help keep the main building UPS system cool during the summer. In addition to this quote we will need to install electric to the unit and install an air curtain around the UPS system to hold in the cooler air. During the summer we used to put a large fan in the doorway from the basement to the boiler room and can no longer do this as the basement space is being converted to finished office space.

2) Sheriff’s Office Windows Replacement
   • Two windows in the Sheriff’s conference room have broken seals.
   • Jim contracted with Yorkville Glass & Mirror to replace the windows.

3) Possible Change Order to Public Safety Center Basement Build out
   • Jim has asked for a quote for the following:
     o Add two (2) sill cocks one on each side of the main entrance to the PSC.
     o Add one (1) connection point to the sewer line for a future fixture in the maintenance shop area.
     o Add two (2) outlets to the pump room wall for the card access system panels and door strike power supplies.

Report from meeting
Member Wehrli suggested the sill cocks might need to be lockable since they would be in front of the Sheriff’s office. Jim said that he would verify if this needed to be done with the Sheriff’s office.

4) Public Safety Center Build out Security Systems Work
   • Jim and D.C. Gillespie have been working on laying out the panels, wiring and equipment needed to install and operate card readers and cameras for the new entrance to KenCom and in the rest of the basement build out area.

5) State’s Attorney’s Offices Carpet Replacement
   • Gilbane approached Jim about replacing the carpet in the two offices that have been experiencing an odd odor since the offices were completed. Gilbane has offered to replace the carpet in these offices at no charge to Kendall County. Per Jeff Wilkins instructions Jim received this offer in writing from Gilbane. Jim presented the offer to Eric Weis and he said that he was fine with the carpeting being replaced if that is what they think is causing the issue. Gilbane has ordered the carpet and is hoping to have it replaced by mid to late January.

Report from meeting
Member Hafenrichter asked if Gilbane is going to require us to sign off accepting the replacement and absolving them of all responsibility for any further issues with the carpet. Jim said that he would check with Gilbane to see what they plan for a sign off after the carpet is replaced.
NEW BUSINESS/PROJECTS CONTINUED

6) Courthouse Lighting Systems Programming Changes
   - Jim reprogrammed the lighting panel in the courthouse to shut off the following at midnight along
     with the rest of the parking lot poles in the front of the Courthouse:
       - Two (2) light poles between the courthouse and the Health facility. The ground lights at
         the front of the courthouse on each side of the main entrance.

Note the following:
   - Jim also wanted to shut of every other light along John St. as well, but could not as they
     were all hooked up on two (2) circuits. One circuit for the lights in front of and to the
     East of the Courthouse and one (1) circuit for the lights in front of and to the West of the
     Health facility.
   - KCFM will review the circuitry between the poles in the Spring and see if the wiring can
     be changed to allow us to feed every other pole of each of the circuits. If this can be done
     then we would be able to change the programming to shut off more of the poles.

Report from meeting
Vice Chair Davidson suggested that we install individual timers on each of the poles to avoid having to rewire the
poles. Jim said that he was not sure if that could be done since he thought the poles were 480 or 277 volts. He said
that he would double check the voltage and report back at the next meeting.

OLD BUSINESS/PROJECTS

1) PSC Wiring RFP
   - The bids were due in December 22, 2011 at 4:00 p.m.
   - Only one bid came in from Gibson Electric.
     - The main bid was $137,661.34.
     - The bid for the KenCom area was $44,085.77.
     - Total - $181,747.01.
   - Jim Smiley, Stan Laken and Dave Farris are reviewing the bid and would like to pass the bid onto
     the County Board for approval at the County Board meeting on January 17, 2012.

Report from meeting
Jim explained that the when Technology solicited pricing to base pricing on for the project that the wiring for the
KenCom consoles was not included in their estimate. This bid was $160,000. Jim also explained that Dave Farris
had asked Jim to add pricing for the connections between the tower building and the computer room also. So, the
main bid was actually lower than expected. However, when adding the wiring to the consoles and the tower were
added to the project we are actually as much as $20,000 higher than expected. Jim also pointed out that
approximately $4,400 of the bid is specifically for tower connections. Chairman Shaw asked when we will be able
to discuss this with KenCom since they have said they do not need to attend County meetings. Board Member
Martin said she is on KenCom Finance and will talk to them about it and that Dave knows he has wiring costs for
other similar projects they are doing. Jim is planning to review the bid with the vendor, Technology and Dave Farris
to see if there are savings to be had. Committee members discussed sending the issue to COW or the County Board
and decided that Jim should bring the final costs to the COW meeting and to also put it on the County Board agenda
for the 17th. Member Hafenrichter made a motion to bring the final costs to the COW meeting and to also add
approval of the project and contract to the County Board meeting on the 17th. Member Koukol also asked about a
sheet showing all of the contractors on the project. Jim thought he had sent it out but member Wehrli said they were
short on copies at the meeting. Jim said he will email it to all FM Committee members.

2) KenCom Construction Update
   - As of December 30, 2011:
     - The wall studding is about 85% complete.
     - The new concrete stairs were poured.
     - Installation of piping for the hot water system started.
     - The plumber has installed the pit for the sewer system backflow preventer and roughed in
       the bathrooms and break area for KenCom.
     - Poured the house keeping pads for the rack equipment in the new computer room.
     - Started the electrical rough in for the walls in the basement and for the tower building
       being located next to the dispatch antenna behind the PSC.

3) E.O. Integrated Systems, Inc. Bill
   - E.O. is trying to collect on a couple of bills they feel are legitimate.
     - One is for wiring changes E.O. made on the Intrusion System after the main board was
       upgraded last year.
         - E.O. Claims the warranty was voided by us changing the main board and also
           changing the wiring.
3) E.O. Integrated Systems, Inc. Bill Continued
   - Jim sent them a letter saying no wiring was replaced only the main board and that our vendor for the board actually found they did not wire the system to manufacturers specifications.
     - The other is for looking at the electric door strike for the door between Jury Assembly and Court Administration.
     - Although E.O. was called about the door not operating, E.O. did not look at it until they were onsite for another warranty call. They only spent a few minutes looking at the strike and ended up saying after the fact that they did not install the door strikes in the first place.

4) County Office Building Public Access (ADA)
   - Jim has received an additional price from Accessible Living for the outside door.
   - Their cost is $2,870.28.
   - Jim is reviewing the specifications for their proposed “Open Sesame” unit before going forward with their quote.

5) Courthouse Stairs – Release of Lien Document
   - All sections of the document were completed and approved by Eric Weis.
   - Jim also sent it to Jeff Wehrl for his review prior to sending it to Gilbane to review and distribute to the other parties involved.

6) Courthouse 23 month Punch List Update
   - Remaining issues include the following:
     - Gate post loose on Chiller area – The contractor has looked at the issue and is working on a solution to fix the problem.
     - Area well drain plugged – Gilbane has asked the bonding company to put in a claim to have this repaired by the installing contractor or allow it to be repaired and paid for by the bonding company.
     - Unusual smell in the SAO conference room and office - Carpet is being replaced as the solution to the issue per Gilbane.

7) 2nd Phase LED Lighting Progress Update
   - Courtroom #112 has been retrofitted so all bulbs match the Kelvin temperature of 5,000 degrees (natural daylight).
   - Jim is going to review the look of the courtroom with Judge McCann this week.
   - Once this review is complete we will either outfit the other two (2) older courtrooms #111 & #113 or will complete the project by outfitting the Probation department or Public Defenders office with the remaining LED bulbs.

Staffing/Training/Safety:
Reportable Labor hours as of December 31, 2011

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>Dec-11</th>
<th>Nov-11</th>
<th>Oct-11</th>
</tr>
</thead>
<tbody>
<tr>
<td>Possible Work Hours (6 employees @ 8 hrs)</td>
<td>1,008.00</td>
<td>912.00</td>
<td>960.00</td>
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<tr>
<td>Paid/Unpaid Leave</td>
<td>68.00</td>
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<td>104.00</td>
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<td>48.00</td>
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<td>Regular Productive Hours</td>
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<td>Overtime Worked</td>
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<td>Total Productive Hours</td>
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<td>560.50</td>
<td>812.75</td>
</tr>
</tbody>
</table>

OTHER ITEMS

1) CMMS Reports:
   - Open and Completed Reports
EXECUTIVE SESSION
Not Needed.

ADJOURNMENT
Member Hafenrichter made a motion to adjourn the meeting at 4:18pm. Vice-Chair Davidson seconded the motion. All members voted aye. Motion approved

Submitted by,
Suzette Sandford
Facilities Management
Kendall County
811 W. John Street
Yorkville, IL 60560

REQUEST FOR PROPOSALS (RFP)
December 8, 2011

PROJECT TITLE: Public Safety Center – data/voice/communications cabling

PROPOSAL DUE DATE: December 22, 2011 - 4:00pm CST

RFP Jointly provided by:
Kendall County, Illinois
Kendall County Public Building Commission

CONTENTS OF THE REQUEST FOR PROPOSALS:
1. Introduction
2. General Information
3. Proposal Contents
4. Evaluation and Award
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1. INTRODUCTION

1.1 PURPOSE AND BACKGROUND
Kendall County Public Building Commission, hereafter called "OWNER" and Kendall County, hereafter called "AGENCY," is initiating this Request for Proposals (RFP) to solicit proposals from firms interested in participating on a project to install cabling infrastructure supporting upgrades and relocation of fiber, data and voice cabling at the Public Safety Center.

1.2 OBJECTIVES AND SCOPE OF WORK
- Labor and material to accomplish the following:
  - Relocate core services/system/switches from existing lower level location to new lower level server room (fiber backbone, t1 lines, mdf)
  - Rewire data cabling - 1'floor
  - Relocate 2'nd floor servers to new lower level server room
  - Rewire data cabling - 2'nd floor
  - Rewire voice cabling - both floors
  - Remove all old cabling (Ethernet and Twinax)

1.3 MINIMUM QUALIFICATIONS
- ISO 9001:2008 certified
- Licensed to do business in the State of Illinois
- 10 years experience with data/voice/fiber installations
- CommScope materials/certified installation/warranty
- Experience with Government agencies

1.4 PERIOD OF PERFORMANCE
The period of performance of any contract resulting from this RFP is tentatively scheduled to begin on or about January 23, 2012 and to end on April 15, 2012. Amendments extending the period of performance, if any, shall be at the sole discretion of the AGENCY and OWNER.

1.5 DEFINITIONS
Definitions for the purposes of this RFP include:

AGENCY – Kendall County, IL Government
Owner – Kendall County Public Building Commission
Contractor – Individual or company whose proposal has been accepted by the AGENCY and OWNER and is awarded a fully executed, written contract.
Proposal – A formal offer submitted in response to this solicitation.
Proposer - Individual or company that submits a proposal in order to attain a contract with the AGENCY and OWNER.

Request for Proposals (RFP) – Formal procurement document in which a service or need is identified but no specific method to achieve it has been chosen. The purpose of an RFP is to permit the consultant community to suggest various approaches to meet the need at a given price.
2. GENERAL INFORMATION

2.1. RFP COORDINATOR
The RFP Coordinator is the sole point of contact for the AGENCY and OWNER for this procurement. All communication between the Proposer and the AGENCY and OWNER upon release of this RFP shall be with the RFP Coordinator, as follows:

<table>
<thead>
<tr>
<th>Name</th>
<th>Jim Smiley</th>
</tr>
</thead>
<tbody>
<tr>
<td>E-Mail Address</td>
<td><a href="mailto:jsmiley@co.kendall.il.us">jsmiley@co.kendall.il.us</a></td>
</tr>
</tbody>
</table>
| Mailing Address| 804 W. John St.  
|               | Suite B  
|               | Yorkville< IL 60560               |
| Physical Address for Delivery | Same |
| Phone Number  | (630) 553-4102                    |
| Fax Number    | (630) 553-4125                    |

Any other communication will be considered unofficial and non-binding on the AGENCY and OWNER. Consultants are to rely on written statements issued by the RFP Coordinator. Communication directed to parties other than the RFP Coordinator may result in disqualification of the Proposer.

2.2. ESTIMATED SCHEDULE OF PROCUREMENT ACTIVITIES

<table>
<thead>
<tr>
<th>Activity</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issue Request for Proposals</td>
<td>December 8, 2011</td>
</tr>
<tr>
<td>Question &amp; answer period</td>
<td>December 15, 2011</td>
</tr>
<tr>
<td>Proposals due</td>
<td>December 22, 2011</td>
</tr>
<tr>
<td>Evaluate proposals</td>
<td>January 6, 2012</td>
</tr>
<tr>
<td>Conduct oral interviews with finalists, if required</td>
<td>January 10, 2012</td>
</tr>
<tr>
<td>Negotiate contract</td>
<td>January 13, 2012</td>
</tr>
<tr>
<td>County Board Approval</td>
<td>January 17, 2012</td>
</tr>
<tr>
<td>Begin contract work</td>
<td>January 23, 2012</td>
</tr>
<tr>
<td>Substantial completion</td>
<td>March 9, 2012</td>
</tr>
<tr>
<td>Final Completion</td>
<td>April 15, 2012</td>
</tr>
</tbody>
</table>

The AGENCY and OWNER reserves the right to revise the above schedule.
2.3 PRE-PROPOSAL CONFERENCE
A pre-proposal conference/walk thru is scheduled to be held on December 8, 2011 at 9:00a.m. The location of the pre-proposal conference is the Kendall County Public Safety Center located at 1102 Cornell Lane, Yorkville, IL. All prospective Proposers must attend and attendance is mandatory to provide an accepted bid.

2.4 SUBMISSION OF PROPOSALS
Proposers are required to submit three (3) copies of their proposal with original signatures. The proposal, whether mailed or hand delivered, must arrive at the AGENCY and OWNER no later than 4:00p.m. CDT on December 22, 2011.

The proposal is to be sent to the RFP Coordinator at the address noted in Section 2.1. The envelope should be clearly marked to the attention of the RFP Coordinator.

2.5 PROPRIETARY INFORMATION/PUBLIC DISCLOSURE
Proposals submitted in response to this competitive procurement shall become the property of the AGENCY and OWNER. All proposals received shall remain confidential until the contract, if any, resulting from this RFP is signed by the Chairman of the AGENCY and OWNER and Chairman of the OWNER, or his Designee, and the successful Contractor; thereafter, the proposals shall be deemed public records.

2.6 ACCEPTANCE PERIOD
Proposals must provide 60 days for acceptance by AGENCY and OWNER from the due date for receipt of proposals.

2.7 RESPONSIVENESS
All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. The Proposer is specifically notified that failure to comply with any part of the RFP may result in rejection of the proposal as non-responsive.

The AGENCY and OWNER also reserves the right at its sole discretion to waive minor administrative irregularities.

2.8 MOST FAVORABLE TERMS
The AGENCY and OWNER reserves the right to make an award without further discussion of the proposal submitted. Therefore, the proposal should be submitted initially on the most favorable terms which the Proposer can propose. There will be no best and final offer procedure. The AGENCY and OWNER does reserve the right to contact a Proposer for clarification of its proposal.

The Contractor should be prepared to accept this RFP for incorporation into a contract resulting from this RFP. Contract negotiations may incorporate some or the entire Proposers proposal. It is understood that the proposal will become a part of the official procurement file on this matter without obligation to the AGENCY and OWNER.

2.9 CONTRACT AND GENERAL TERMS & CONDITIONS
The Contractor will be expected to enter into a contract which is substantially the same as the sample contract and its general terms and conditions attached as Attachment H. In no event is a Proposer to submit its own standard contract terms and conditions in response to this solicitation. The AGENCY and OWNER will review requested exceptions and accept or reject the same at its sole discretion.

2.10 COSTS TO PROPOSE
The AGENCY and OWNER will not be liable for any costs incurred by the Proposer in preparation of a proposal submitted in response to this RFP, in conduct of a presentation, or any other activities related to responding to this RFP.

2.11 NO OBLIGATION TO CONTRACT
This RFP does not obligate the AGENCY and OWNER to contract for services specified herein.

2.12 REJECTION OF PROPOSALS
The AGENCY and OWNER reserves the right at its sole discretion to reject any and all proposals received without penalty and not to issue a contract as a result of this RFP.

2.13 COMMITMENT OF FUNDS
The Chairman of the AGENCY AND Chairman of the OWNER or his delegate is the only individual who may legally commit the AGENCY and OWNER to the expenditures of funds for a contract resulting from this RFP. No cost chargeable to the proposed contract may be incurred before receipt of a fully executed contract.

2.14 INSURANCE COVERAGE
The Contractor is to furnish the AGENCY and OWNER with a certificate(s) of insurance executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements set forth in the contract.

3. PROPOSAL CONTENTS
Proposals must be written in English and submitted on eight and one-half by eleven inch (8½" x 11") paper with tabs separating the major sections of the proposal. The four major sections of the proposal are to be submitted in the order noted below:
1. Letter of Submittal, including signed Certifications and Assurances
2. Technical Proposal
3. Management Proposal; and,
4. Cost Proposal
Proposals must provide information in the same order as presented in this document with the same headings.

3.1. TECHNICAL PROPOSAL
The Technical Proposal must contain a comprehensive description of services including the following elements:

A. Project Approach/Methodology – Include a complete description of the proposed approach and methodology for the project.

B. Work Plan - Include all project requirements and the proposed tasks, services, activities, etc. necessary to accomplish the scope of the project defined in this RFP.

C. Project Schedule - Include a project schedule indicating when the elements of the work will be completed. Project schedule must ensure that any deliverables requested are met.

D. Deliverables – Fully describe deliverables to be submitted under the proposed contract. Deliverables must support the requirements set forth in Section 1.2, Objectives and Scope of Work.

3.2. MANAGEMENT PROPOSAL
A. Project Team Structure/Internal Controls - Provide a description of the proposed project team and include who will have prime responsibility and final authority for the work.

B. Staff Qualifications/Experience - Identify staff who will be assigned to the potential contract, indicating the responsibilities and qualifications of such personnel

C. References
List names, addresses, telephone numbers, e-mail addresses of three (3) business references The AGENCY and OWNER may evaluate references at the AGENCY and OWNER’S discretion.

3.3. COST PROPOSAL
The evaluation process is designed to award this procurement not necessarily to the Proposer of least cost, but rather to the Proposer whose proposal best meets the requirements of this RFP. Proposers are encouraged to submit proposals which are consistent with government efforts to conserve resources.

A. Identification of Costs
Identify all costs in U.S. dollars including expenses to be charged for performing the services necessary to accomplish the objectives of the contract. The Proposer is to submit a fully detailed budget including staff costs and any expenses necessary to accomplish the tasks and to produce the deliverables under the contract.
4. EVALUATION AND CONTRACT AWARD

4.1. EVALUATION PROCEDURE
Responsive proposals will be evaluated in accordance with the requirements stated in this solicitation and any addenda issued. The evaluation of proposals shall be accomplished by an evaluation team(s), to be designated by the AGENCY and OWNER. AGENCY and OWNER, at its sole discretion, may elect to select the top-scoring firms as finalists for an oral presentation. The RFP Coordinator may contact the Proposer for clarification of any portion of the proposal.

AGENCY and OWNER reserves the right to award the contract to the Proposer who is deemed to be in the best interest of the AGENCY and OWNER.

4.2. ORAL PRESENTATIONS MAY BE REQUIRED
The AGENCY and OWNER may after evaluating the written proposals elect to schedule oral presentations of the finalists. Should oral presentations become necessary, the AGENCY and OWNER will contact the top-scoring firm(s) from the written evaluation to schedule a date, time and location. Commitments made by the Proposer at the oral interview, if any, will be considered binding.

4.3. NOTIFICATION TO PROPOSERS
The AGENCY and OWNER will notify the Successful Contractor of their selection in writing upon completion of the evaluation process. Individuals or firms whose proposals were not selected for further negotiation or award will be notified separately by e-mail or facsimile.
ATTACHMENT A
SCOPE OF WORK

The Vendor shall furnish all labor, materials, equipment, and services to fulfill the scope of work as outlined. The Vendor is to supervise or provide a competent foreman to supervise all of the work involved and directly communicate with KCFM, KCTS and KenCom.

Services which include:

1) Remove twin axial cabling.
2) Providing and installing plenum category 6 data cables from the 2nd floor data closet to workstations in the 2nd floor.
3) Provide and install (100) pair cable from the phone wall to (2) 48 port patch panels in the existing data rack for voice extensions. Retrofit voice jacks to consolidate into one face plate.
4) Terminate all Cat. 6 cables to a RJ45 Cat. 6 enhanced jack.
5) Cutover existing voice cables on twin axial and other cabling to existing Cat. 6 data cables.
6) Provide and install necessary face plates or surface mount boxes.
7) Provide and install a cable support system as necessary.
8) Relocate existing fiber and inner duct to new locations.
9) Provide and install (2) 7' open frame rack, (4) horizontal cable managers, (6) 48 port Cat. 6 patch panels and (3) 12' ladder rack from wall to rack for cable tray and added stability.
10) Removal of abandoned cable required.
11) Sleevving and fireproofing required.
12) Telephone/Data stubs required.
13) Provide Telephone/Data conduit system for fiber backbone in PSC basement area.
14) Provide Telephone/Data devices, cabling and terminations.
15) Provide two (2) 100 pair Category 5 cables between the PBX room and the new computer room in the basement. Punch down to 66 blocks on both ends.
16) Plenum cable required.
17) Category 6 wire required for data.
18) Category 6 enhanced solution for voice.
19) Provide Category 6 voice backbone 100 pair between floors.
20) Data backbone cabling to be fiber.
21) Provide IDF equipment rack, w/vertical and horizontal management.
22) Voice & Data cabling ceiling support utilizing J hooks or equivalent.
23) Provide patch panels/66 blocks for voice and data cabling.
24) Provide circuit extensions/ cross connections.
25) Provide 3 copies as built drawings. Both hard copy and electronic (PDF).
26) Provide grounding of all racks.
27) Provide minimum 8 hours cutover coverage.
28) Extend smart jacks to new computer room.

Certifications
CommScope Certified installation required.
CommScope materials only.
CommScope warranty.

Wire Counts

- Category 6 cables (Data) – 180 on the 1st and 2nd floors, basement & West Pod of the Jail.
  o Option 20 additional cables 300’ runs.
- Category 5 cables (Phone) – 90 on the 1st and 2nd floors, basement & West Pod of the Jail.
  o Option 20 additional cables on 300’ runs.
ATTACHMENT B
KENCOM SCOPE OF WORK

- Blue diamond symbols are for IP telephone instruments. These jacks are to be run with blue cable and terminated on a 19" jack panel on Rack R-7
- 1 each of the data jacks from the dispatch consoles marked with a green square with a 5 in them are to be run with gray cable and terminated on a second (separate) jack panel as the IP telephone jacks listed in the item above (R-7)
- The remaining 4 jacks from the dispatch consoles marked with a green square with a 5 in them are to be run with white cable and are to be terminated on a jack panel on the top of rack R-6
- All other jacks marked with a green square (in all other spaces other than the dispatch room) are to be run with white cable and are to be terminated on a jack panel on the top of rack R-6
- All Orange jack locations are to be run into the same jack panel for the green jack terminations and shall be run with orange cable. These jacks are to be wired following the data jacks for the room and wall they are located on, ie: Room 1 data 1, data 2, printer 3, Room 2 data 4, data 5, printer 6, etc. All jacks shall be color coordinated and marked based on their intended use and location. See KenCom Director prior to termination of all jack panels.
- The two cables in the Kitchen are to be run with white cable into the center of the ceiling and left terminated with 15' of extra cable on them. These are for future use.
- The jack locations for fax / modem use are to be terminated at the end of the jack panel used for the IP telco terminations on rack R-7 using a different color cable other than what has already be used.
- Route cables to raceways by dispatch consoles.
- Furniture installer will route cables through dispatch consoles.
- Wiring vendor will punch down cables into jacks in the dispatch consoles.

WIRE COUNTS
- Green symbol (Data jacks for computers) – 73 in walls and workstations, 2 in ceiling above kitchen area for future Wireless Access Point.
- Orange symbol – 15 Data jacks for printers.
- Blue symbol – 10 Telco jacks for IP Telephone system (KenCom proprietary system).
- Pink symbol – 2 Fax jacks (Split cable to make two jacks at one location).

Equipment Specifications
- Standard Rack – Chatsworth Products, Inc. - #55053-X03
- Double Sided Wide Vertical Cabling Section – Chatsworth Products, Inc. - #11781-X03
- Horizontal Wire Management – Chatsworth Products, Inc. - #30139-719
- Jacks
  - SYSTIMAX SOLUTIONS – M1BH-H-318 Style, Category 6 rated.
  - CommScope – Category 6 rated.
ADDENDUM #1 – December 14, 2011

Items from bid walk through on December 8, 2011

Please include costs to do the following work in your bid:

1) Core one (1) two (2) inch hole from the Booking area of the jail to the boiler room.
   a. Run a 2” conduit from the Booking area to the new computer room in the basement through the boiler room.
   b. Terminate in a 6” x 6” x 4” “Hoffman” type box.
2) Core one (1) three inch hole from Master Control in the jail to the basement.
3) Need one (1) Analog jack in the 2nd floor mechanical room.
4) Need one (1) data cable for the UPS in the basement.
5) Need one (1) data cable for the UPS in the 2nd floor mechanical room.
6) Need one (1) data jack for the Trane control panel in the 2nd floor mechanical room.
7) Add 2 data runs and one phone run from the Deputy Break room in the jail to the CR#2 data room in the jail.
8) Cut existing pipe from PBX room to West Jail area after wire is removed from conduit.
9) Bonding for data racks radio equipment
   a. Run a #6 wire from the existing ground bar in the boiler room to a new ground bar in the new computer room.
   b. Run one #6 wire from each data cabinet to the new ground bar in the new computer room.

Clarifications

1) Surface mount cable from CR#1 to new computer room in the basement.
2) Run all new cables in the jail to CR#2.
   a. Exception is the cables for the offices in the Multipurpose room near the lobby and for the Deputy Commander’s office next to the Multipurpose room.
3) Run two (2) Fifty (50) pair cables instead of the One Hundred (100) pair Category 6 cable in the specifications, under item #3.
4) Run one (1) data cable from the 2nd floor KenCom computer room to the new computer room in the basement.
5) Item #5 in the specifications should say Cat. 5 data cables instead of Cat. 6 data cables.
6) Item #9 in the specifications should say seven (7) 48 port Cat. 6 patch panels instead of six (6).
7) Item #15 in the specifications should say provide two (2) Category 5 E voice cables between the PBX room
8) Item #19 in the specifications should say provide Category 5 voice backbone instead of Category 6.
9) Wire colors as follows:
   a. Yellow – 911 Center
   b. Green – Technology Data
   c. Blue – Phone
ADDENDUM #2 – December 20, 2011

Please include costs to do the following work in your bid:

Radio Tower Wiring

1) Add one (1) 100 pair Category three (3) cable in existing conduit. Approximate length 150'. Wire is to be "Icky Pick" which is underground quality with shield.
2) Add ten (10) Category six (6) cables in existing conduit. Approximate length 150 feet.
3) Add one (1) Category six (6), 48 port patch panel in tower for termination of data cables.
4) Add four (4) sixty six (66) blocks in tower and new computer room for termination of Category three wire.

Computer room

1) Item #9 under Scope of Work is being changed to the following:
   a. Provide and install six (6) 7' open frame rack, twelve (12) horizontal cable managers, (6) 48 port Cat. 6 patch panels and (3) 12" ladder rack from wall to rack for cable tray and added stability. This is an addition of four (4) racks and eight (8) horizontal cable managers.

Clarifications
Attached updated pricing sheets.
ATTACHMENT C
PLACES OF SERVICE

Services performed under this agreement shall be at the following locations:

Public Safety Center
1102 Cornell Lane
Yorkville, IL 60560
## ATTACHMENT D
### FEES & REIMBURSEMENTS

Pricing Kendall County/Kendall County Public Building Commission Project

<table>
<thead>
<tr>
<th>Area</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>2nd Floor Data Cabling</td>
<td>$24,000.00</td>
</tr>
<tr>
<td>2nd Floor Voice Tie</td>
<td>$1,870.00</td>
</tr>
<tr>
<td>2nd Floor Cable Demolition</td>
<td>$6,100.00</td>
</tr>
<tr>
<td>1st Floor Data Cabling</td>
<td>$29,900.00</td>
</tr>
<tr>
<td>1st Floor Voice Cabling</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>1st Floor Cable Demolition</td>
<td>$9,100.00</td>
</tr>
<tr>
<td>Fiber Backbone Relocation</td>
<td>$4,145.00</td>
</tr>
<tr>
<td>Data T1 Cabling</td>
<td>$1,833.00</td>
</tr>
<tr>
<td>MDF to Data Center 100 pair</td>
<td>$2,123.00</td>
</tr>
<tr>
<td>48 Port panel</td>
<td>$5,331.00</td>
</tr>
<tr>
<td>17&quot; Racks – Total of 7, Per Item #9 Scope of work and Addendum #1 &amp; #2</td>
<td>$2,370.00</td>
</tr>
<tr>
<td>Rack wire management, Per Item #9 Scope of work and Addendum #1 &amp; #2</td>
<td>$3,370.00</td>
</tr>
<tr>
<td>Allowance for patch cables – Lengths TBD</td>
<td>$2,372.00</td>
</tr>
<tr>
<td>Option for 20 additional Data runs</td>
<td>$6,050.00</td>
</tr>
<tr>
<td>Option 20 additional Phone runs</td>
<td>$4,596.00</td>
</tr>
<tr>
<td>Cost for 16 hours premium time</td>
<td>$1,830.00</td>
</tr>
<tr>
<td>Core 2&quot; hole and run conduit from booking</td>
<td>$2,168.00</td>
</tr>
<tr>
<td>Core 3&quot; hole and sleeve from Master Control</td>
<td>$482.00</td>
</tr>
<tr>
<td>Run one (1) cable for an analog phone in the 2nd floor Mechanical room</td>
<td>$201.00</td>
</tr>
<tr>
<td>Run one (1) data cable for each UPS. One in boiler room, one in 2nd floor mechanical room</td>
<td>$605.00</td>
</tr>
<tr>
<td>Run one data cable for the Trane panel in the 2nd floor mechanical room</td>
<td>$302.00</td>
</tr>
<tr>
<td>Run one (1) phone and two (2) data cables into the Deputy Break room In the jail.</td>
<td>$845.00</td>
</tr>
<tr>
<td>Cut existing conduit from PBX room to West Jail and run into new computer room</td>
<td>$152.00</td>
</tr>
<tr>
<td>Run a #6 wire from the boiler room ground bar to a new ground bar in the new computer room</td>
<td>$NIC</td>
</tr>
<tr>
<td>Run a #6 wire from each data cabinet to the new ground bar in the computer room</td>
<td>$2,876.00</td>
</tr>
<tr>
<td>Run one (1) data cable from the 2nd floor KenCom computer room to the new computer room in the basement</td>
<td>$374.00</td>
</tr>
</tbody>
</table>

**Total**                                                 | **$129,995.00** |
## Pricing KenCom Project

<table>
<thead>
<tr>
<th>Area</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wiring for dispatch consoles</td>
<td>$17,000.00</td>
</tr>
<tr>
<td>Wiring to management offices</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>48 Port panel</td>
<td>$3,047.00</td>
</tr>
<tr>
<td>17&quot; Racks</td>
<td>$790.00</td>
</tr>
<tr>
<td>Rack wire management</td>
<td>$1,400.00</td>
</tr>
<tr>
<td>100 pair Category three for tower, including 66 block termination points in the tower and new computer room</td>
<td>$1,401.00</td>
</tr>
<tr>
<td>One (1) 48 port patch panel for wire terminations in Tower.</td>
<td>$762.00</td>
</tr>
<tr>
<td>Install 100 pr lightning protection for tower 100 pr</td>
<td>$2,500.00</td>
</tr>
<tr>
<td>Provide 12 Strand 50 micron fiber to tower with LC term</td>
<td>$3,340.00</td>
</tr>
<tr>
<td>Provide (8) 2 Meter LC-LC Duplex 50 micron fiber jumpers</td>
<td>$495.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$42,735.00</td>
</tr>
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ATTACHMENT G
INSTRUCTION TO BIDDERS

General Description: Sealed bids are being accepted for Low Voltage Wiring for Voice & Data services which include removing twinaxial cabling on the 2nd floor administration area. Providing and installing plenum category 6 data cables from the 2nd floor data closet to workstations in the 2nd floor. Provide and install (100) pair cable from the phone wall to (2) 48 port patch panels in the existing data rack for voice extensions. Retrofit voice jacks to consolidate into one face plate. Terminate all Cat. 6 cables to a RJ45 Cat. 6 enhanced jack. Cutover voice cables to old Cat. 5 data cables. Provide and install necessary face plates or surface mount boxes. Provide and install a cable support system as necessary. Relocate existing fiber and inner duct to new locations. Provide and install (2) 7’ open frame rack, (4) horizontal cable managers, (6) 48 port Cat. 6 patch panels and (3) 12’ ladder rack from wall to rack for cable tray and added stability.

Examination: Bidders shall receive a copy of the Instruction to Bidders, Agreement, and all attachments to use in preparing a bid. Examine the documents and the described site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions, which can be determined by examining the documents and site.

Questions and Interpretations: Submit questions about the documents to the Director of Facilities Management in writing via facsimile (630) 553-4125 or personal delivery. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement. Questions will not be responded to by oral clarification.

Failure to request clarification will not waive responsibility of comprehension of the documents and performance of the work in accordance with the intent of the documents. Signing the Agreement will be considered as implicitly denoting thorough comprehension of the documents and the requirements contained therein.

Submit: Submit completed bid and other required documents in a sealed envelope clearly marked “PSC Low Voltage Wiring for Voice & Data” and the name and address of the bidder. No responsibility shall be attached to Kendall County for the premature opening of any bid not properly addressed and identified. All proposals shall conform to all terms and conditions set forth in this Request for Proposal (RFP). An authorized representative of the bidder must sign, in ink, the bid. Unsung bids will not be considered. Also, no bid will be considered unless all stipulations of this document and the Agreement have been completed which includes, but is not limited to completing all of the requested information in Attachment C.Fees and Reimbursements.

Completed bids can be forwarded or mailed to Kendall County Facilities Management, 804 John St., Suite B, Yorkville, Illinois, 60560. Bids must be received before Thursday, December 22, 2011 at 4:00p.m. in order to be considered. Facsimile and/or e-mail transmitted bids will not be accepted by Kendall County.

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

Prequalification: The bidder shall submit a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the company name, contact person’s name, company address, and company telephone number. The bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County and the Kendall County Public Building Commission also reserves the right to require bidders to provide information necessary to determine the qualification of the bidder to satisfactorily perform the work including:
- Maintaining a permanent place of business.
- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Have the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.
- Able to respond within four hours 24/7.
- Has 5 years experience performing work of this type.

Opening: Bids shall be stamped with the date and time received. The bids shall be opened on Thursday, December 22, 2011 at 4:00p.m. by the Director of Facilities Management or his designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all bidding documents to the Facilities Management Committee.

Award: It is the intent of Kendall County and the Kendall County Public Building Commission to award the bid to the lowest responsible bidder who has met all stipulations of this document and the Agreement. Low bid will be established by comparing Attachment C.

Rejection of Bids: The Kendall County Board, Kendall County Public Building Commission, Kendall County Facilities Management Committee, and Kendall County Facilities Management Director reserve the right to modify the terms and conditions of this RFP; to reject any or all bids; to waive technicalities; and reserve the right to award a contract which is in the best interests of Kendall County and the Kendall County Public Building Commission.

Miscellaneous: Kendall County and/or the Kendall County Public Building Commission shall not be responsible for any expenses incurred by the bidder in preparing and submitting a proposal in response to this RFP.
Disqualification: Kendall County and the Kendall County Public Building Commission reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the bidder. Also, Kendall County and the Kendall County Public Building Commission reserves the right to disqualify bids submitted by any individual or entity who is barred from bidding on this proposal as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

Confidential Information and County Property: It is agreed that any and all specifications, drawings, or data furnished by Kendall County and/or the Kendall County Public Building Commission shall (1) remain Kendall County's and/or the Kendall County Public Building Commission's sole and exclusive property; (2) be considered and treated by the bidder as Kendall County's and the Kendall County Public Building Commission's confidential information, and not be copied, reproduced or duplicated in any manner or disclosed to any person or party, except as is necessary in the performance of this agreement and (3) be returned upon request.

Execution of Contract: Notwithstanding any delay in the preparation and execution of the formal Agreement, each bidder shall be prepared, upon written notice of bid acceptance, to commence work within ten (10) calendar days following receipt of official written order of Kendall County and/or the Kendall County Public Building Commission to proceed, or on date stipulated in such order. The successful bidder must not commence any billable work prior to the parties' execution of the Agreement and until after the successful bidder has received official written order of Kendall County and/or the Kendall County Public Building Commission to proceed. Work done prior to these circumstances shall be at the bidder's risk.

The accepted bidder shall assist and cooperate with Kendall County and the Kendall County Public Building Commission in preparing the below Agreement, and within 10 days following its presentation shall execute same and return to the Director of Facilities Management.
ATTACHMENT H
AGREEMENT

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS (hereinafter "Kendall County"), Kendall County Public Building Commission (hereinafter "KC PBC") with its principal place of business at 111 W. Fox St., Yorkville, Illinois, 60560 and Gibson Electric & Technology Solutions, an Illinois corporation, with its principal place of business at 3100 Woodcreek Drive, Downers Grove, IL 60515 (hereinafter referred to as "Vendor"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

This Agreement includes and incorporates by reference herein all terms and conditions set forth in the RFP dated December 8, 2011, all supplements to the RFP dated December 8, 2011, Attachment A (Scope of Service Kendall County/KC PBC), Attachment B (Scope of Work KenCom) Attachment C (Places of Service), Attachment D (Fees & Reimbursements Kendall County/KC PBC), Attachment E (Fees & Reimbursements KenCom), Attachment F (Site Data), Attachment G (Instructions to Bidders), this Agreement H (Agreement), Attachment I (General Terms & Conditions) and Attachment J (Drawings) all of which are collectively referred to as "Agreement". This Agreement shall be effective as of January 20, 2012 and shall continue in force and effect until project completion and acceptance by owner.

Kendall County Project Manager – James K. Smiley, Kendall County Facilities Management (KCFM) Director.

1. Pursuant to and as set forth in this Agreement, Vendor will provide Kendall County and KC PBC with the following types of services: see Scope of Work in Attachment A & B, Places of Services in Attachment C, Fees & Reimbursement in Attachment D & E, Site Data in Attachment F and Drawings in Attachment J per RFP dated December 8, 2011 (hereinafter referred to as "the Work").

2. Agreed-upon changes, which increase or decrease the scope of services to be performed, may subject the Fees & Reimbursements set forth in Attachment D & E to a mutually agreeable adjustment in writing signed by both parties to the Agreement. Should any changes to relevant regulations, laws, or codes substantially affect the Vendor's services or obligations, Kendall County and KC PBC agrees to attempt to negotiate with the Vendor for appropriate changes to the scope or price of this Agreement or both. In the event that Kendall County, KC PBC and Vendor are unable to mutually agree in writing on an adjustment to the Fees & Reimbursements and/or scope of this Agreement, Kendall County and KC PBC may immediately terminate the Agreement upon providing written notice to Vendor. If the Agreement is terminated, Kendall County and Vendor shall only be responsible for the pro rata cost of all work performed by Vendor prior to termination of the Agreement.

3. The date of commencement of the Work shall be January 23, 2012. Vendor shall achieve substantial completion of the Work not later than March 9, 2012. Vendor shall achieve final completion of the Work not later than April 15, 2012. Kendall County, KC PBC shall pay the Vendor the contract sum in current funds for the Vendor's performance of the Work pursuant to the terms of this Agreement. The "contract sum" shall be the total amount equal to the amount stated within the Attachment D & E. Not later than the first (1st) of each calendar month and at the completion of the work under this contract, the Vendor shall prepare and submit to PROJECT MANAGER a detailed estimate of the work performed during the period, such estimate to be used after approval as a basis for periodical and final payments. Not later than the last day of each calendar month, Kendall County, KC PBC shall attempt to make partial payment or will comply with the terms of the Illinois Local Government Prompt Payment Act to the VENDOR on the basis of a duly certified approved estimate of the work performed by the VENDOR during the preceding calendar month. KC PBC and Kendall County will retain ten percent (10%) of the amount of such periodical estimates until final completion and acceptance of all work included in the Contract Documents.

Upon presentation of certified copies of invoice bills and freight bills, KC PBC and Kendall County, at their sole discretion may include in such monthly estimates payment for materials that will be incorporated in the project, provided that such material is suitably stored on the site of the project at the time of submission of the estimate for payment. Such materials when so paid for become the property of KC PBC and Kendall County, and in case of default on the part of the VENDOR, KC PBC and Kendall County may use or cause to be used by others these materials in the construction of the project.

FINAL PAYMENT

Final payment, constituting the entire unpaid balance of the Contract Sum, shall be made by the KC PBC and/or Kendall County to the VENDOR in accordance with the terms set forth in this Attachment H and only if the following has occurred:

1. The VENDOR has fully performed the Contract.
2. A final Certificate for Payment has been issued by the PROJECT MANAGER.
3. In the event the VENDOR substantially completes the project prior to the substantial completion date, the GENERAL CONTRACTOR shall not be paid an additional sum.

Final payment of the ten percent (10%) retained by KC PBC and Kendall County on the monthly periodical estimates and on the final estimate will be paid to the VENDOR not later than thirty (30) calendar days after final acceptance of the work by PROJECT MANAGER on this contract and final occupancy permit supplied by the jurisdiction having authority. Prior to final payment, the VENDOR must submit a final waiver of lien concerning all VENDOR duties as well as a final waiver of lien. The final waiver of lien should be provided to the KC PBC and Kendall County.

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

5. Vendor is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County and KC PBC. Vendor understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to Vendor’s officers, employees, and agents for the performance of services set forth in the Agreement. Vendor further understands and agrees that Vendor is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Vendor’s officers, employees and/or agents who perform services as set forth in the Agreement. Vendor also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents and agrees that Kendall County and KC PBC is not responsible for providing any insurance coverage for the benefit of Vendor, Vendor’s officers, employees and agents. Vendor hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Kendall County and KC PBC, its past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Vendor, its officers, employees and/or agents may sustain while performing services under the Agreement. Vendor shall exercise general and overall control of its officers, employees. For public security purposes, Vendor further agrees that it shall not assign any individual to perform work at Kendall County and KC PBC unless Vendor has completed a criminal background investigation for each individual to be performing work at Kendall County and KC PBC. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Vendor agrees that it shall not assign the individual to perform work at Kendall County or KC PBC absent prior consent from Kendall County and KC PBC. Kendall County and KC PBC, at any time and in Kendall County’s and KC PBC’s sole discretion, may require Vendor to remove any individual from performing any further work under this Agreement. Should Kendall County and KC PBC have a complaint regarding the performance of the services or the behavior of Vendor’s officers, employees and/or agents performing services under this Agreement, or should Kendall County and KC PBC request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County and KC PBC shall transmit the same to the Vendor’s on-site foreman and/or to any other member of Vendor’s management, who shall take immediate action and shall resolve the problem to Kendall County’s and KC PBC’s satisfaction. Vendor’s failure to take immediate action and/or to resolve the problem to Kendall County’s and KC PBC’s satisfaction may result in a material breach of the Agreement.

6. SUBCONTRACTORS: The subcontracting shall be done in accordance with, and the VENDOR shall be bound by, the following provisions:

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

B. The VENDOR shall not contract with a proposed person or entity to whom the KC PBC and Kendall County have made reasonable and timely objection.

C. If the KC PBC and Kendall County have reasonable objection to a person or entity proposed by the VENDOR, the VENDOR shall propose another to whom the KC PBC and Kendall County have no reasonable objection.

D. The VENDOR shall not substitute a SUBCONTRACTOR, person or entity previously selected if the KC PBC and Kendall County make reasonable objection to such substitution.

E. By appropriate written agreement, the VENDOR shall require each SUBCONTRACTOR, to the extent of the Work to be performed by the SUBCONTRACTOR, to be bound to the VENDOR by the terms of the Contract Documents, and to assume toward the VENDOR all the obligations and responsibilities, including the responsibility for safety of the SUBCONTRACTOR’s Work, which the VENDOR, by these Contract Documents, assumes toward the KC PBC and Kendall County. Each subcontract agreement shall preserve and protect the rights of the KC PBC and Kendall County under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the VENDOR shall require each SUBCONTRACTOR to enter into similar agreements with Sub-Subcontractors. The VENDOR shall make available to each proposed SUBCONTRACTOR, prior to the execution of the subcontract agreement, a copy of the Contract Documents. All subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Contract Documents.

F. The subcontracting of any part of the work will in no way relieve the VENDOR of his or her responsibility under the Contract Documents.

7. Extra Work: All claims for extra labor or material furnished by the VENDOR or for damages from any cause whatsoever must be reported to the PROJECT MANAGER in writing at the end of each Week. Whenever so required, the VENDOR shall deliver to PROJECT MANAGER each day a statement of the extra labor and material furnished during that day.
The written orders of PROJECT MANAGER to the VENDOR to perform any extra work, and the written notices and statements of the work performed from said VENDOR are required for any recovery on the part of said VENDOR for any extra work performed.

Whenever work is required which is not contemplated or covered by the prices herein, PROJECT MANAGER, KC PBC, Kendall County, and VENDOR shall mutually fix such prices for the work as considered equitable, and the VENDOR shall abide by same. If the VENDOR declines to execute such work at said prices, KC PBC and Kendall County may contract with others for its execution. If extra work or work not provided for in this contract is performed by the VENDOR before prices have been fixed for such work, then PROJECT MANAGER shall estimate the same at such prices as considered just and reasonable, and his decision shall be final and the VENDOR shall accept such prices in full satisfaction of all demands against PROJECT MANAGER, the KC PBC and Kendall County for such work.

Nothing shall be deemed extra work which can be measured or estimated under the provision of this contract and paid for at the rate and prices herein provided.

8. Responsibility for Damage Claims: The VENDOR shall defend with counsel of the KC PBC's and Kendall County's own choosing, indemnify and save harmless the PROJECT MANAGER, the KC PBC, Kendall County and their respective past, present and future board members, elected officials, insurers, officers, employees and agents against all loss, damage, judgments, claims, and expenses, including, but not limited to, attorneys' fees and costs, that they may sustain as a result of any suits, actions or claims of any character brought on account of injury to or death of any person or persons including all persons performing any Work on the Project. VENDOR shall also defend with counsel of the KC PBC's and Kendall County's own choosing, indemnify and save harmless the PROJECT MANAGER, the KC PBC, Kendall County and their respective past, present and future board members, elected officials, insurers, officers, employees, and agents from all suits, actions, judgments, or claims of any character including, but not limited to attorneys' fees and costs, resulting in whole or in part from injuries or damages received or sustained by any person, persons or project on account of, or in consequence of, any neglect in safeguarding the work; or through the use of unacceptable materials, in constructing the work; or because of any act or omission, neglect or misconduct of VENDOR, and/or SUBCONTRACTORS; or because of any claims or amounts recovered for any infringement of patent, trademark or copyright, or from any claims or amounts arising or recovered under the Worker Compensation Act, or any other law, ordinance, order or decree. Any portion of and/or all of the money due to said VENDOR, and/or SUBCONTRACTORS under and by virtue of the Contract Documents that shall be considered necessary by the PROJECT MANAGER for the purposes set forth in this Paragraph may be retained by the KC PBC and County in their sole discretion.

9. Protection of Work and Clean-Up: The VENDOR shall be responsible for the protection of all work (including, but not limited to, all work performed by VENDOR, and all SUBCONTRACTORS) until its completion and final acceptance, and shall at VENDOR's own expense replace damaged or lost materials or repair damaged parts of the work, and the VENDOR shall be liable therefore. VENDOR and SUBCONTRACTORS shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The VENDOR and SUBCONTRACTORS may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The VENDOR shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to VENDOR and SUBCONTRACTORS or used under their direction during construction.

10. Reports, Plans and Specifications: PROJECT MANAGER, the KC PBC and Kendall County shall be provided with hard and electronic copies of all engineering reports, architectural drawings, plans, studies, estimates, maps, computations, and specifications. All documents and materials made or maintained under the Contract Documents shall be and will remain the property of the KC PBC and Kendall County which shall have the right to use the same without restrictions or limitations and without compensation to VENDOR and/or SUBCONTRACTORS other than as provided in the Contract Documents. Vendor and/or SUBCONTRACTORS and their respective consultants, employees and agents waive any copyright or trademark interest in said deliverables.

11. Materials: All materials supplied by the VENDOR and SUBCONTRACTORS under the provisions of these Specifications and Plans shall be new materials of the kind and character called for. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to the KC PBC and Kendall County and at no additional expense to the KC PBC and Kendall County. Furthermore, any additional expense incurred for any repairs and/or re-working necessary to repair or replace defective or damaged equipment or material shall be borne solely by VENDOR. All material and equipment to be furnished under these Specifications shall be the standard product of a manufacturer regularly engaged in the production of such material and shall be the manufacturer's current standard design.
12. Substitution of Materials: The materials specified have been determined to have the characteristics appropriate for the purpose of the project. In the event, however, the clause "or equal" is used in the Specifications pertaining to the material or article, the use of an alternate article other than that specified must be submitted for written approval of the KC PBC and Kendall County or their respective representatives not less than three business days prior to bid. Bids which propose to use a non-approved alternate shall be rejected. The KC PBC and Kendall County reserve the right to reject any or all bids.

13. Damages: Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of any party, such force majeure events may include: acts of God, acts of any governmental authorities, strikes by persons other than VENDOR’s and SUBCONTRACTORS’ employees, fire, explosions or other casualties, vandalism, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event ("the claiming party") shall promptly notify all other parties in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

14. Breach of Contract Documents: Upon the occurrence of any material default or breach of the Contract Documents by any party, the injured party (i.e., the non-breaching and/or non-defaulting parties) may, at their option, upon notice to the breaching party in writing, declare the Contract Documents to be in default, and at any time thereafter, so long as the breaching party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by the KC PBC and Kendall County, the injured party may elect, in accordance with law to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under the Contract Documents and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate the Contract Documents. For purposes of this item #14, "reasonable period of time" will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days. In any action with respect to the Contract Documents, the parties are free to pursue any legal remedies at law or in equity. If the KC PBC and/or Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, the KC PBC and/or Kendall County is required to use the services of an attorney, then the KC PBC and/or Kendall County shall be entitled to reasonable attorneys’ fees, court costs, and expenses incurred by the KC PBC and/or Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

15. In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: first this Attachment H and Attachment I (General Terms & Conditions), then Attachment A & B, then Attachment D & E, then Attachment G, then Attachment J then other Attachments to this Agreement, if any, then the terms of the RFP dated December 8, 2011 and any supplements to the RFP.

16. This Agreement is subject to approval by a majority vote of the Kendall County Board and the Kendall County Public Building Commission.

17. The parties acknowledge and agree that the individuals signing this Agreement have the authority to execute the Agreement on behalf of Vendor, Kendall County and KC PBC.

18. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same.
IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this _____ day of ______________, 2012.

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<td>BY:</td>
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<td>NAME:</td>
<td>NAME: John Purcell</td>
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<td>KENDALL COUNTY PUBLIC BUILDING COMMISSION</td>
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<td>NAME:</td>
<td>Jeff Wehrli</td>
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<td>Chairman Public Building Commission</td>
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ADDITIONAL TERMS & CONDITIONS FOLLOW
ATTACHMENT I

GENERAL TERMS & CONDITIONS

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

2. Vendor agrees to defend with counsel of Kendall County and KC PBC’s own choosing, indemnify and hold harmless Kendall County, Kendall County Public Building Commission (KC PBC) and the Kendall County Facilities Management Department (“KCFM”), including their past, present, and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys’ fees and other legal expenses, which Kendall County, KC PBC, KCFM, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Vendor’s performance or failure to adequately perform its obligations pursuant to this Agreement.

3. Vendor will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County and KC PBC at the address set forth below. Before starting work hereunder, Vendor shall deposit with Kendall County and KC PBC certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Kendall County and KC PBC shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County and KC PBC. Also, Kendall County and the KC PBC shall be designated as the certificate holders. Insurance must be provided by insurance carriers with financial rating of A or Better by A.M. Best.

4. None of the parties will be responsible to the others for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, riots or war, and unavailability of parts, materials, or supplies. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other parties in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

5. Upon the occurrence of any material default or breach of Agreement by any party, the injured party or parties (i.e., the non-breaching and/or non-defaulting party) may, at its option, upon notice to the other in writing, declare this Agreement to be in default, and at any time thereafter, so long as the other party shall have not remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County and KC PBC, the injured party may elect, in accordance with law and any other Agreement between the parties to: (a) Proceed by appropriate court action at law or in equity to enforce performance by the defaulting party of its obligations under this Agreement and/or to recover damages for breach thereof; and/or (b) By notice in writing to the defaulting party, cancel or terminate this Agreement. For purposes of this Paragraph 5, “reasonable period of time” will be dependent on the type of service being provided but, in any event, the reasonable period of time may be no less than one hour but no more than thirty (30) calendar days. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County and KC PBC is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County and KC PBC is required to use the services of an attorney, then Kendall County and KC PBC shall be entitled to reasonable attorneys’ fees, court costs, and expenses incurred by Kendall County and KC PBC pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

6. Notwithstanding any other provision of this Agreement, this Agreement may be terminated by Kendall County and KC PBC upon written notice delivered to Vendor at least thirty (30) days prior to the effective date of termination, or by Vendor upon written notice delivered to Kendall County and KC PBC at least sixty (60) days prior to the effective date of termination.
7. Vendor agrees to comply with any and all applicable federal, state or local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws. Vendor is responsible for coordinating and obtaining all necessary permits associated with the Work to be performed under this Agreement. Vendor is not responsible for revising and/or altering the design as shown on the plans based on permit review. Any such design changes are to be made with the prior approval of Kendall County and KC PBC. All costs associated with this activity are to be reimbursed to Vendor with no markup of services.

8. This Agreement calls for the construction of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. (the Act). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/AGENCY and OWNFR/idell/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties. Vendor certifies that Vendor is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotting) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

9. Vendor, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations. Also, Vendor and its employees, subcontractors and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and agree to provide a drug free workplace as provided for in 30 ILCS 560/1 et seq.

10. Vendor shall not assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of Kendall County and KC PBC.

11. All services to be undertaken by Vendor shall be carried out by competent and properly trained personnel of Vendor to the highest standards and to the satisfaction of Kendall County and KC PBC. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied. Defective equipment or material damaged in the course of installation or tests shall be replaced or repaired in a manner satisfactory to Kendall County and KC PBC and at no additional expense to KC PBC and Kendall County. Furthermore, any additional expense incurred for any repairs and/or re-working necessary to repair or replace defective or damaged equipment or material shall be borne solely by Vendor.

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

13. As the total cost of the public work to be performed by Vendor pursuant to this Agreement exceeds $5,000.00 (as set forth in Attachment C), Vendor must furnish, supply and deliver a payment bond in the amount of $173,000 to Kendall County and KC PBC pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq.

14. Bid Deposit is required in the amount of 10% of the total bid. This Bid Deposit is to be a Bid Bond, Bank Draft or Certified Check made payable to “Kendall County and Kendall County Public Building Commission”, as a guarantee that if awarded all or part of the bid, the firm will enter into an agreement to perform the Work as per the terms of the Agreement, and RFP dated December 8, 2011.

15. This Agreement represents the entire understanding between the parties hereto, and any modification or amendment hereof must be made in writing, and executed by both parties hereto. Furthermore, this Agreement supersedes any prior written or oral agreements between the parties, and there are no other promises or conditions in any other agreement whether oral or written.

16. Vendor hereby waives and releases Kendall County and KC PBC and its past, present and future board members, elected officials, employees, insurers and agents from any and all liability for any damage sustained to Vendor’s tools, equipment, supplies, and materials.

17. If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), the Vendor agrees to employ Illinois laborers on this Project in accordance with the Act. Vendor understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Vendor understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
18. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to Kendall County, Kendall County Public Building Commission, Kendall County Facilities Management, Attention: Director, Facilities Management, 804 W. John Street, Suite B, Yorkville, Illinois, 60560, fax (630) 553-4125 with copy sent to: State’s Attorney, Attention: Eric Weis, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Vendor, to: 

19. **Suspension of Work:** Kendall County and KC PBC reserve the right to suspend the whole Work or any part of the Work if deemed in their interest to do so, without compensation to Vendor for such suspension, other than to extend the time for completion of the work to the extent it may have been delayed by such suspension. No allowance for damage will be made for such delay.

**Default of Contract:** If any of the following events occur, Vendor shall be deemed to be in default: (a) Vendor fails to begin the work under the Agreement within the time specified; (b) Vendor and/or Subcontractors fail to perform the Work with sufficient workers and equipment or with sufficient materials to insure the completion of said Work within the specified time; (c) Vendor and/or subcontractors perform the Work unsuitably as determined by the sole discretion of Kendall County and KC PBC; (d) Vendor and/or subcontractors neglect or refuse to remove materials or perform Work; (e) Work performed by Vendor and/or any subcontractors is rejected either as defective or unsuitable by Kendall County and/or KC PBC; (f) Vendor and/or subcontractors discontinue the Work; (g) Vendor and/or subcontractors dissolve or becomes insolvent, declare bankruptcy or commit any act of bankruptcy or insolvency or make an assignment for the benefit of creditors; (h) Vendor and/or subcontractors, from any other cause whatsoever, do not carry out the Work in the manner approved by Kendall County and KC PBC. If a default occurs, Kendall County and KC PBC may give notice in writing to the Vendor, and said notice shall specify the corrective measure required. If the Vendor within a period of ten (10) days after delivery of said notice shall not proceed in accordance therewith, KC PBC and Kendall County shall have full power and authority to do any or all of the following, or a combination thereof: (a) forfeit the rights of the Vendor; (b) take over the Work including any or all materials, tools and equipment on the Work; (c) complete the Work by or on its own force account; (d) enter into a new agreement for the completion of said Work according to the terms and provisions thereof; or (e) use any other methods as KC PBC and Kendall County, in their sole discretion, determine shall be necessary for the completion of the Work. All cost and charges incurred by KC PBC and Kendall County together with the cost of completing the Work shall be deducted from any moneys due or which may become due pursuant to the terms of the Agreement. In case such expense shall exceed the sum which would have been payable under the Agreement, Vendor shall be liable and shall pay to KC PBC and Kendall County the amount of such excess costs and expenses including but not limited to all reasonable attorneys’ fees and costs incurred by KC PBC and Kendall County.

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

22. **Interaction with Public / Customers of the Kendall County Public Safety Center:** The project site is adjacent to and a part of the Kendall County Public Safety Center which is open to the public throughout the duration of the WORK. Vendor shall at all times exercise extreme care in its operations to ensure that any disruption to others located on or near the project site is minimized. Kendall County and KC PBC may require, at any time without prior notice, Vendor to remove from the project any employee observed to be unsafe or otherwise intentionally disrupting others present on site. Further, Kendall County and KC PBC may require, at any time without prior notice, Vendor to stop activities that are observed and deemed by the KC PBC and/or Kendall County to be unsafe or otherwise intentionally disruptive to others present on site. Nothing contained herein shall be deemed to inhibit Vendor from performing tasks which (a) are an essential requirement of the heavy construction inherent in the performance of the WORK, (b) are coordinated in advance with Kendall County and KC PBC, and (c) are completed in a safe, diligent, professional and workmanlike manner.
Kendall County
Economic Development Committee

Meeting Minutes
December 23, 2011
Kendall County Board Room

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

Roll Call
Members Present: Dan Koukol, Bob Davidson, Jessie Hafenrichter, and John Shaw
Staff Present: Associate Planner John Sterrett
Others Present: Mark Meketti, representing Brenda Meketti of Brenda’s Custard Cup

Approval of Agenda
Bob Davidson moved to amend the agenda and discuss the Update of Loans first. The motion was seconded by John Shaw. With a voice vote of all ayes, the motion carried and the agenda was amended as such.

Update of Loans
Mark Meketti, representing Brenda Meketti of Brenda’s Custard Cup addressed the committee and requested a three month deferral to current loan repayment for Brenda’s Custard Cup. Regular monthly payments on the loan are being made and Mr. Meketti is seeking to not pay for the months of January, February, and March of 2012. Previously, the Meketti’s sought an extension to the loan on two separate occasions, one for a two month extension and another for a four month extension, totaling an extension of six months. This requested three month extension would add to total a nine month extension from the original end of the loan period. The reason for the extension, according to Mr. Meketti, is because sales are slow and business is down during the winter months. John Shaw moved to defer the payment for three months beginning in January of 2012 and not require payments to be made during the months of January, February, and March of 2012. The motion was seconded by Bob Davidson. Mr. Koukol asked for a roll call vote. Mr. Sterrett called the roll. Davidson – Aye, Hafenrichter – Aye, Koukol – Aye, Shaw – Aye. With a vote of 4-0, the motion carried.

Mr. Sterrett gave a brief update of the other existing loans.

New Business
Chairman’s Business Reward Program
Mr. Koukol explained to the Committee his idea for a reward program for businesses which would give a business an award for outstanding achievement in economic development within the County. This award would be given on the first of the month every month beginning in January of 2012. The businesses eligible for this award can range from small businesses to large chain businesses. The Committee suggested that perhaps criteria involving points on the award program be implemented and perhaps the Committee should also receive recommendations from the various economic development corporations. The Committee also suggested having different categories for the award programs to differentiate between small businesses and larger ones.

Ron Westphal Chevrolet
The Committee briefly discussed the recent action from the Village of Oswego regarding the request from Ron Westphal Chevrolet to the Village to rebate sales tax revenues. The Committee discussed potential ways how the County could possibly provide assistance to the dealership.
Kendall County
Economic Development Committee

Old Business
Job/Career Fair Update
Mr. Sterrett gave some background on the proposed job fair/career fair partnership with Waubonsee Community College. Kendall County Economic Development, along with the local Economic Development Corporations, will be partnering with Waubonsee Community College to host a hybrid Job/Career fair. The date of the fair is anticipated to be on Friday, June 1, 2011 and will be held at the Plano Campus of WCC. Mr. Koukol noted that the Health Department will also be involved to help assist with the production of the fair because of their expertise with health and human services topics. The next meeting between the County, the local EDCs, and WCC will take place on January 13, 2012.

Electrolux Update
Mr. Koukol and Mr. Sterrett gave a brief update to the Electrolux project in Minooka.

Other Business
None

Public Comment
None

Adjournment
With no further business to discuss, John Shaw moved to adjourn. The motion was seconded by Jessie Hafenrichter. There being no objection, the Economic Development Committee, at 9:38am, adjourned.

Respectfully Submitted,
John H. Sterrett
Recording Secretary
Kendall County
Budget and Finance Committee Meeting
December 29, 2011 at 9:00 AM
MINUTES


2. Claims Review and Approval – Ms. Petrella made a motion, motion second by Ms. Hafenrichter to forward claims in the amount of $864,271.20 to the County Board. All members voted aye. The motion passed.

3. Items from Other Committees –

   Highway Committee – Mr. Davidson reported that the bid letting for the River Road Bridge would be let with the State project letting in March.

   Board of Review – Ms. Hafenrichter reported filings of approximately 900 cases versus 800 cases in the prior year.

4. Other Items of Business –

   Sheriff Randall reported there are 120 inmates currently in the jail with a capacity of 205 inmates. Typically during the holidays the inmate count declines.

5. Actions Items for County Board – Approval of claims.

6. Executive Session – None.

7. Adjournment - Ms. Petrella made a motion to adjourn at 9:29AM, second by Mr. Davidson. All members voted aye. The motion passed.

Respectfully submitted by Jeff Wilkins, County Administrator.
Kendall County
Finance Committee

Meeting Minutes
January 12, 2012
Kendall County Board Room

Call to Order
The Finance Committee met at 2:30pm and was called to order by Committee Chairman Anne Vickery.

Roll Call
Committee Members Present: Anne Vickery, Jessie Hafenrichter, Nancy Martin, Suzanne Petrella, Bob Davidson

Others Present: Jeff Wilkins, John Sterrett, Latreese Caldwell, Jim Smiley, Jill Perko, Janet Kaiser, Stan Laken, Sheriff Richard Randall, Tom Thomas, Fran Klaas, and Tonya Mack of Mack and Associates

Claims Review and Approval
With no questions on the claims, Nancy Martin made a motion, seconded by Jessie Hafenrichter, to approve the claims of $519,605.31 and send to the County Board.

Department Head and Elected Official Comments
Sheriff’s Office
Sheriff Richard Randall informed the Committee that the Sheriff’s Office recently submitted a bill for KenCom dispatch services. This bill will be included in the next claim’s report.

Treasurer’s Office
Jill Perko commented on a compensation requirement as part of the Open Meetings Act. She suggested that at the next Finance or COW meeting, this item be discussed for the Board’s approval to post compensations. By law, the compensations must be posted at least six days prior to budget approval of next year’s budget.

Items From Other Committees
None

Other Items of Business
2010-2011 Audit Review
Tonya Mack of Mack & Associates provided the committee with a summary of the audit review. The report consisted of a total of $67.8 million in assets, $47.2 million in fund balance, a revenue balance of $54.8 million, an expenditure of $49.2 million. Ms. Mack spoke of the differences between the accrual system and the cash system and the pros and cons of each. Ms. Mack went through which individual departments went over budget as well as the total revenue details. According to Ms. Mack, there were not too many significant changes from within the Audit Review.

Ms. Mack went over the findings and recommendations of the Audit Review. The American CPA Society put more regulations on the auditors to do more when they are performing their audits. More in depth reviews needed to take place because of these requirements. It was suggested to include a lag time between the last day of a pay period and the actual day that paychecks are issued. Some expenditures are being taken out of incorrect line items because the correct line items may be maxed out. It is recommended that this be addressed but as long as the individual departments do not go over budget, it is not a major issue. Ms. Mack also suggested that an actual physical signature occur for the voucher system, rather than a computer system signature. The system within the Health Department of issuing vaccines could be modified slightly for better documentation. She stated that back up for credit statements should be included in the review of claims to see what was purchased. Sick time and personal
Kendall County
Finance Committee

time could be improved upon and a uniformed policy should be implemented as far as who will track this
time. All grants must be tracked and reported. An easy way to track this is by keeping extra copies of
grant agreements.

Ms. Vickery suggested that the findings and recommendations of the Audit Report be sent out to every
elected official and department head to be aware of these findings. The Committee had discussions over
how to handle, in the future, personal reimbursements from credit card usage.

Bob Davidson made a motion, seconded by Jessie Hafenrichter, to send the acceptance of the 2010-2011
Audit Review from Mack & Associates to the January 17, 2012 County Board meeting. With a voice vote
of all ayes, the motion carried.

**Actions Items for County Board**
Claims for the County Board in the amount of $519,605.31. Acceptance of the 2010-2011 Audit Review
by Mack and Associates.

**Executive Session**

**Adjournment**
Bob Davidson moved to adjourn. The motion was seconded by Anne Vickery. There being no objection,
the Finance Committee, at 3:20pm, adjourned.

Respectfully Submitted,

*John H. Sterrett*
Recording Secretary
Kendall County
Judicial Legislative Committee

Meeting Minutes
December 28, 2011
New Courthouse – Jury Assembly Room

Call to Order
The Judicial Legislative Committee met at 3:00pm and was called to order by Dan Koukol, Chairman of the Judicial/Legislative Committee.

Roll Call
Present: Dan Koukol, Bob Davidson, Suzanne Petrella, Jessie Hafenrichter, John Shaw
Also Present: Judge McCann, Vicki Chuffo, Robert Leinen, Robert Wollwert, Scott Valencik, Nikki Kollins, Eric Weis, and John Sterrett

Old Business
None

New Business
None

Status Reports

Probation – Dan Koukol read a report from Tina Varney, who was absent at the meeting. A supervisor named Benjamin Rogers has been hired to replace Emily Kwak.

Circuit Clerk – Beck Morganegg was absent at the meeting. Eric Weis stated that she will have an end of the year report for the County Board.

Public Defender – Vicki Chuffo did not have a report but will have an end of the year report. She also stated that her office received a new copy machine

State’s Attorney – Eric Weis will have an end of the year report at the next Board meeting. Felonies and DUI’s are up since last year. He also received a new copier for his office.

Mr. Weis reported that a new state law that bans most current synthetic drugs will become effective on January 1, 2012 in Illinois. The enforcement of this state law can become difficult because the chemical compositions of the synthetic drugs can change very quickly. To combat this, Mr. Weis recommends that the County adopt an ordinance prohibiting synthetic drugs. As the chemical compositions of synthetic drugs change, a County ordinance can be more easily amended than a state law can be. It was suggested to tie any proposed ordinance enacted by the County to a liquor and/or business license to dissuade businesses from selling products used to make synthetic drugs. Mr. Weis recommends that the County Board adopt an ordinance prohibiting the sale of synthetic drugs. Mr. Weis stated he can provide a draft ordinance for review by the Committee of the Whole in January.

Jessie Hafenrichter made a motion, seconded by Bob Davidson, to review the draft ordinance that will be put together by Mr. Weis at the next Committee of the Whole meeting in January. With a voice vote of all ayes, the motion carried.

Mr. Koukol requested that after an ordinance has been passed by the County Board, a six month update of the issue be brought back by the State’s Attorney Office to the Committee for review.
Kendall County
Judicial Legislative Committee

Courthouse – Judge McCann reported that back to back murder trials will take place as well as state mandated educational seminars for judges in the upcoming weeks. Judge McCann has been working with Jim Smiley from Facilities Management on the lighting situation in the Courthouse.

Sheriff’s Office – No report

Court Security – Deputy Commander Leinen reported that high profile murder trials will be taking place soon and that because of this they are ensuring that security will be in good shape at the start of these. Mr. Koukol reported that the County Board was pleased to hear the amount of money given back to the general fund from Court Security.

Facilities Management – John Shaw, Chairman of the Facilities Management Committee read out loud a report from Jim Smiley. This report included:

- Replacement of the carpet in the State’s Office by Gilbane at no cost to the County to alleviate the odor smell in the Office.

- There was a request to install a coffee machine in the Courthouse break room. Some Courthouse employees have also requested a food machine in the break room. To do so, the County would need to change vending companies.

There was a consensus from the Committee to not change vending companies at this time.

- The contract for the courthouse stairs has been completed and reviewed by Mr. Weis and County Board member Jeff Wehrl. The next step is to send it to Gilbane to have the other parties review.

- The loose glass in the counter at the Circuit Clerk’s Office will be worked on soon.

Actions Items
Synthetic Drug Ordinance to be reviewed by the Committee of the Whole at the January 12, 2012 meeting.

Public Comments
None

Executive Session
None

Adjournment
John Shaw moved to adjourn. The motion was seconded by Jessie Hafennrichter. There being no objection, the Judicial Legislative Committee, at 4:00 pm, adjourned.

Respectfully Submitted,
John H. Sterrett
Recording Secretary
KENDALL COUNTY
HEALTH & ENVIRONMENT COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
10:00 A.m.
Meeting Minutes of December 19, 2011

CALL TO ORDER
The meeting was called to order by Chairman Suzanne Petrella at 10:01 a.m.

ROLL CALL
Present: Chairman Suzanne Petrella, John Shaw and Anne Vickery
Absent: Bob Davidson and Jeff Wehrli
Also present: County Board member Dan Koukol, Senior Planner Angela Zubko, Executive Director of the Health Department Cheryl Johnson, Megan Andrews from the Soil and Water Conservation District and County Board Member Dan Koukol
Present in the Audience: John Church and Dan Lobbes from the Conservation Foundation, Todd Milliron and Art Schroader from Cidnet software.

APPROVAL OF MINUTES
John Shaw made a motion to approve the minutes from November 21, 2011. Anne Vickery seconded the motion. All agreed and the minutes were approved.

OLD BUSINESS
Reduce the use of phosphorus fertilizers on residential properties- This item will be continued till next month as the Health Department wanted some time to review this initiative. Anne Vickery mentioned she used to use phosphate in her dishwasher detergent and has switched to non-phosphorus detergent and thinks it works much better.

NEW BUSINESS
Lower Fox River Conservation Planning Project- John Church from the Conservation Foundation did a presentation introducing the Lower Fox River Conservation Planning Project and where the committee is to date. The Committee has met a couple times and have been discussing a mission statements and goals and objectives. This should also make it easier to get grant funding in the future. This will identify parcels worth conserving along the Fox River. This is all strictly volunteer and non-government funding.

Health & Environment Meeting Minutes
STATUS REPORTS
Solid Waste- No update at this time

Farmland Protection- Megan Andrews stated there has been no meeting to date.

Soil & Water- Megan Andrews stated Soil and Water are currently looking for an Administrator coordinator which would be a part time job. Also she wanted to mention it’s that time of the year most of the field work is complete most farmers are looking into spring planting and at this time there is a cost share assistance program regarding conservation and helping with erosion issues.

Public Health- Cheryl Johnson stated there is a Pertussis/whooping cough outbreak primarily because people are not vaccinating their children. Cheryl also wanted to thank everyone for participating in share your blessings and buying items for needed families. There were 90 sponsors that served about 350 people. Cheryl wanted to state Church of the Good Sheppard in Oswego will be hosting a soup kitchen once a week at lunch. Dan Koukal stated he was in a grade school in Montgomery last week and 27 students live at the Hesed House. She also discussed they finished the weatherization program for the year and discussed working in the Shady Oaks trailer part and helped fix the trailer roofs and insulation. They typically do not do roofing anymore due to the expensive but the state made an exception in this case.

Water Related Groups-
Stormwater Technical Advisory Committee- Draft Ordinance is complete.
Stormwater Planning Committee- Approved the Draft Stormwater Ordinance and now I will be sending it out to the different agencies and surrounding counties for comments.
Blackberry Creek Watershed- The final meeting is tomorrow at Waubonsee College at 2pm.
Lower Fox River Study Group- Mr. Church presented where we are to date.
NWPA- Have not met since this group has met last. Next meeting will be in January.

Other Reports- None

PUBLIC COMMENTS – Todd stated he made some comments on the solid waste plans to Eric and just wanted to make sure everyone was aware of them. Art Schroader from Cidnet software state he plans on going to the Health department as they could be of assistance for their software.

ACTION ITEMS – None
EXECUTIVE SESSION - None

ADJOURNMENT- Next meeting will be on FRIDAY January 20, 2011
Bob Davidson made a motion to adjourn the meeting. John Shaw seconded the motion. All agreed. Chair Petrella adjourned the meeting at 11:36 a.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner
CALL TO ORDER
The meeting was called to order by Chairman Suzanne Petrella at 10:01 a.m.

ROLL CALL
Present: Chairman Suzanne Petrella, John Shaw, Anne Vickery and Jeff Wehrli
Absent: Bob Davidson
Also present: County Board member Dan Koukol, Senior Planner Angela Zubko and Executive Director of the Health Department Cheryl Johnson

APPROVAL OF MINUTES
Anne Vickery made a motion to approve the minutes from December 19, 2011. John Shaw seconded the motion. All agreed and the minutes were approved.

OLD BUSINESS
Reduce the use of phosphorus fertilizers on residential properties- Steve Curatti came to talk about the request from the Village of Oswego and the Oswegoland Park District to ban phosphorus fertilizers. He handed out a list of questions he thought would be helpful in answering. If phosphorus is over applied and run offs into water sources the phosphorus will cause an excessive growth of algae. The following are the questions to discuss:

Develop an understanding of the process of eutrophication: there is a diagram to explain what eutrophication is. It is the process by which a body of water acquires a high concentration of nutrients, especially phosphates and nitrates. These typically promote excessive growth of algae. As the algae die and decompose, high levels of organic matter and the decomposing organisms deplete the water of available oxygen, causing the death of other organisms, such as fish. Eutrophication is a natural, slow-aging process for a water body, but human activity greatly speeds up the process. Suzanne Petrella wanted to clarify it's not only the retention ponds but also creeks and rivers.
Does eutrophication appear to be a real concern in Kendall County? In the last 3 years the Health Department has only had 2 complaints. But this should also has to do with educating the public. Anne Vickery asked about the effect on wells and if this could get into the wells. Mr. Curatti said there is nitrate testing and it does not show up in those tests. Mr. Curatti state there is a state law prohibiting phosphorus application for commercial applicators and the ones Steve talked to are following this. Plano does have an excellent ordinance against residential phosphorus fertilizers and most if not all stores sell fertilizers with no phosphorus at the same or comparable cost. Minnesota has a state law prohibiting phosphorus fertilizers in residential areas unless there is proof showing there is a lack of phosphorus.

Steve suggests not approving anything at the moment but definitely we should educate the public. He also notified the group where phosphorus is not permitted there are signs in the stores saying that phosphorus is not permitted in the community, they also sell fertilizers with phosphorus but can’t make them obey. Mr. Curatti stated commercial not applying phosphorus helps out tremendously. Mr. Wehrli asked about clover bales which Mr. Curatti will look into. Mr. Curatti wanted to note the communities that do have ordinance have stated it is hard to enforce and hard to show results. Education is probably the most important thing to do at this time.

**NEW BUSINESS**

Planner Zubko stated she handed out the revised draft host agreement and site approval ordinance. This will be moved to COW or County Board.

**STATUS REPORTS**

**Solid Waste-** No update at this time

**Farmland Protection-** No update at this time

**Soil & Water-** Megan Andrews could not attend this meeting due to scheduling conflict

**Public Health-** Cheryl Johnson stated they continue to follow the pertussis outbreak. Also the Health Department will not be able to attend the next meeting as it’s their annual staff meeting date and also Cheryl’s retirement party.

**Water Related Groups-**
- **Stormwater Technical Advisory Committee-** Waiting for public comments
- **Stormwater Planning Committee-** Waiting for public comments
- **Blackberry Creek Watershed-** The updated plan is being review but everything is complete.
- **Lower Fox River Study Group-** Next meeting will be February I’m assuming
NWPA- Will meet January 19th

Other Reports- Mr. Shaw asked Mr. Curatti if he could comment with regards to the Hammond property and soil testing. Mr. Curatti stated he talked to Marlin yesterday who was out on site and we are still not sure if soil testing has been done to date. Mr. Curatti stated his reports have been favorable at this moment. Mr. Curatti will follow up with Marlin on this matter.

PUBLIC COMMENTS – None

ACTION ITEMS – None

EXECUTIVE SESSION - None

ADJOURNMENT- Next meeting will be on FRIDAY February 24, 2012
Anne Vickery made a motion to adjourn the meeting. Jeff Wehrli seconded the motion. All agreed. Chair Petrella adjourned the meeting at 10:38 a.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner
To: Kendall County Board
From: Kendall County Office of Solid Waste Management
Subject: 2011 Solid Waste Program Highlights

The following unexhausted list of Solid Waste Program actions and activities were performed during 2011.

**Accounting**

- The following statistics were prepared using 2010 solid waste/recycling collection data received from Kendall County-licensed residential solid waste haulers:
  
  - 118,200 tons - Kendall County Waste Collected
  - 34% - County-wide Recycling Rate (includes yard waste)
  - 27% - Residential Recycling Rate (excludes yard waste)
  - 21% - Commercial Recycling Rate

**Collaborations**

- Kendall County Solid Waste Coordinator, Marlin Hartman, remained actively involved with the Illinois Counties Solid Waste Management Association (ILCSWMA), planning, attending and presenting at a series of meetings and educational conferences covering a wide range of solid waste management related topics.
- A partnership was maintained with the nationally recognized Product Stewardship Institute (PSI) in an effort to track and evaluate (and in some cases propose) solid waste-related legislation in Illinois. Current legislative initiatives of interest involve the collection and recycling of used paint, thermostats (mercury) and expired medications.
- Mr. Hartman served as an informational resource to the City of Plano as the City pursued the renewal of its residential waste hauling contract.

**Education and Outreach Opportunities**

- WAUR TV/WSPY Radio (February, August, October, December)
- Millbrook Methodist Church (March)
- Fox Township (April)
- Hoover Forest Preserve Grade School Education (4 days in May and 700 students covering 7 schools)
- Kendall County Health Department staff meeting (July)
- Assisted in applying for a USDA Rural Utilities Solid Waste Management Grant presenting funding for a rural educational campaign on eco-friendly methods to the disposal and recycling of small electronics.

Local Special Events
- Go Green Environmental Fair (March)
- Share and Care Recycling Event (October)
- Decommissioning of Yorkville's expired medications collection site
- Compost facility tour for Health and Environmental Committee (October)

Regulatory Oversight
- A total of five (5) residential waste hauling companies were issued annual licenses. These five haulers are listed in order of the amount of waste collected (greatest to least): Groot Industries, Allied Waste, Veolia Environmental Services, Complete Sanitation and Waste Management.
- Quarterly performance inspections were performed at the Green Organics Compost Facility.
- A Consent Order was agreed to by Don Hamman Farms LLC and the Illinois Attorney General's Office (March 10, 2011). The order stemmed from citations issued by the IEPA regarding over-application of yard waste and dumping waste on property (litter).
- Periodic visits were paid to the Hamman Farms yard waste land application operation in an effort to maintain a positive working relationship, and to serve as an informational resource, on request, for sound solid waste management practices.
- Promoted legal reviews of the Kendall County Site Approval Ordinance for Pollution Control Facilities, and associated Draft Host Agreement in an effort to ensure consistency with the recently updated Kendall County Solid Waste Plan.

Marlin Hartman, Solid Waste Coordinator

Steve Curatti, Environmental Health Director

cc: Cheryl Johnson, Executive Director/Public Health Administrator
Board of Health
DRAFT
HOST AGREEMENT
COUNTY OF KENDALL
SOLID WASTE PLAN
OFFICE OF SOLID WASTE MANAGEMENT
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COUNTY OF KENDALL AGREEMENT

HOST COMMUNITY BENEFIT AND REIMBURSEMENT AGREEMENT

THIS HOST AGREEMENT ("Host Agreement") is entered into as of the ___ day of __, 20__.

RECITALS

WHEREAS, ______________ has and continues to acquire interests in ___ acres of real estate located in the County, which property is more specifically described on Attachment A (the "Property"); and

WHEREAS, ______________ desires to develop the Property as a pollution control facility, such as a transfer station, recycling operation or other alternative technology facility which is not a landfill, specifically any type of solid waste landfill, such development referred to herein as the "Pollution Control Facility" and intends and has agreed to transfer its interest in the Property and the Pollution Control Facility to ______________ subsequent to securing necessary local sitting from the County and permitting from the Illinois Environmental Protection Agency ("IEPA"); and

WHEREAS, ______________, is a pollution control facility operator with whom ______________ has contracted to develop the Property as a Pollution Control Facility and with whom ______________ has agreed to jointly apply for sitting with the County, with ______________ being the developer of the Pollution Control Facility and with ______________ being the prospective owner and operator of the Pollution Control Facility and the Property, when and if the parties have obtained all required sitting from the County and all other necessary government permitting; and

WHEREAS, ______________ is a provider of comprehensive waste management services in Illinois, serving customers and operating landfill disposal sites throughout the State; and

WHEREAS, ______________, as a precondition to the County's entry into this agreement, in order to facilitate the entry of the parties hereto into this Agreement, and to provide independent commitments as further set forth herein, agrees to provide a written guarantee of ______________ performance of this Agreement, and each term hereof; and

WHEREAS, ______________ intends to apply for siting of the Pollution Control Facility at the Property, pursuant to the Illinois Environmental Protection Act (the "Act"), 415 ILCS. 5/39.2, and County Ordinance No. _______; and
WHEREAS, if the state statute is silent on any topic covered by this Agreement than the terms of this Agreement shall control. The County retains all of its authority as a unit of local government entering into this Agreement; and

WHEREAS, the County seeks to obtain certain environmental commitments, protections and enhancements concerning the development of the Pollution Control Facility; and

WHEREAS, the County seeks to obtain, and ____________ desires to provide certain environmental commitments, while also seeking to avoid conflicting interpretations of the Act and simultaneous enforcement of the Act in different forums with the potential of differing and conflicting adjudications, have incorporated Performance Standards that are enforceable under the terms of this Agreement; and

WHEREAS, ____________ intends to develop the Pollution Control Facility in a manner that achieves permanent environmental, infrastructure, economic and public use benefits to the County; and

WHEREAS, if the County grants siting approval for the Pollution Control Facility, and the IEPA issues permits for the development and operation of the Pollution Control Facility, then ____________ agrees to afford certain benefits to the County, as set forth in this Agreement; and

WHEREAS, by entering into this Agreement the County Board (the "Board") does not express any opinion or commitment with respect to any application for siting approval that might be submitted to the Board by any person under the Siting Ordinance.

NOW, THEREFORE, for and in consideration of the mutual covenants contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, ____________, and the County hereby agree as follows:

ARTICLE 1. GENERAL

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

1.2. Property. This Agreement encompasses and relates to the Property, as legally described in Attachment A. Any further or future requests for expansion of the Pollution Control Facility, whether on the Property or located elsewhere in the County, is not encompassed by this Agreement and will be the subject matter of a separate Host Agreement, or a supplement to this Agreement, as later determined by the parties to this Agreement.

1.3. Effective Date. This Agreement shall be effective upon acceptance of its terms by the Board through the adoption of an ordinance incorporating its terms.
1.4. **Expiration Date.** This Agreement shall expire 30 years from and after the date of closure of the Pollution Control Facility, as certified by the IEPA ("Final Closure"), presuming siting approval and environmental permitting has been achieved and the Pollution Control Facility becomes operational, except that the operative effect of the following Sections shall continue beyond Final Closure:

<table>
<thead>
<tr>
<th>Section/Article</th>
<th>Description</th>
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<tbody>
<tr>
<td>Article 1</td>
<td>General</td>
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<tr>
<td>§3.1</td>
<td>Operational Commitment</td>
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<tr>
<td>§3.2</td>
<td>Transfer Request</td>
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<tr>
<td>§3.3</td>
<td>Performance Commitment</td>
</tr>
<tr>
<td>§3.6</td>
<td>Operator Pledge</td>
</tr>
<tr>
<td>§4.3</td>
<td>Community Relations/Complaint Resolution (excluding maintenance of a Pollution Control Facility Website)</td>
</tr>
<tr>
<td>§4.6</td>
<td>Siting Conditions but only to extent, by their terms, continued compliance is required after certified Final Closure</td>
</tr>
<tr>
<td>§4.7</td>
<td>County Access and Inspection Rights</td>
</tr>
<tr>
<td>§5.1</td>
<td>Compliance</td>
</tr>
<tr>
<td>§5.2.2</td>
<td>Performance Standard related to transfer of ownership</td>
</tr>
<tr>
<td>§5.2.4</td>
<td>Performance Standard as related only to development and implementation of corrective measures plan, but excluding compliance monitoring (unless compliance monitoring is required by IEPA after certified Final Closure)</td>
</tr>
<tr>
<td>§5.2.5</td>
<td>Performance Standard as related only to a confirmed release to groundwater</td>
</tr>
<tr>
<td>§5.2.7</td>
<td>Performance Standard related to the illegal discharge of leachate</td>
</tr>
<tr>
<td>§5.2.8</td>
<td>Performance Standard as related only to undertaking excavations in, or around, the Pollution Control Facility</td>
</tr>
<tr>
<td>§5.2.11</td>
<td>Performance Standard related to excavation or relocation of waste</td>
</tr>
</tbody>
</table>
§5.2.20 Performance Standard related to nuisance odors
§5.2.21 Performance Standard related to maintenance of final cover
§5.3 Enforcement (all subsections)
§5.4 Indemnification
§5.5 Third Party Claims
§5.6 Retention of Counsel; Settlement
§5.7(a) Insurance (excluding pollution liability insurance and subject to the terms of the Lease between the ___________ and ___________)
§7.2 County lease of Property after closure
Article 8 Default and Remedies
Article 9 Miscellaneous

If siting approval or environmental permitting is not achieved or if the Pollution Control Facility does not become operational for any other reason, this Agreement shall expire within thirty days of notification of termination from ___________ to the County.

ARTICLE 2. DEFINITIONS

Whenever used in this Agreement, the following terms shall have the following meanings unless a different meaning is required by the context:

2.1. "Act" refers to the Illinois Environmental Protection Act, 415 ILCS 5/1 et. seq., the Illinois Pollution Control Board regulations issued pursuant thereto and relevant permit requirements the IEPA may in the future issue with respect to the Pollution Control Facility.

2.2. "Agency" and "IEPA" refer to the Illinois Environmental Protection Agency.

2.3. "Agreement" or "Host Agreement" refers to this Agreement and the provisions contained herein.

2.4. "Application" refers to the Siting Application that ___________ will file with the County.

2.5. "Authorized Waste" means solid waste that the Pollution Control Facility is authorized to accept pursuant to §§ 4.1 and 4.2 of this Agreement.
2.6. "Board" refers to the County Board;

2.7. "Business Day" means the period of time from the beginning of daily operations until the end of daily operations of the Pollution Control Facility;

2.8. "Complaint Log" refers to the log of any complaints related to the Pollution Control Facility maintained by the Operator, as described in §4.3 of this Agreement.

2.9. "County" refers to the County of Kendall, a unit of local government in Illinois;

2.10. "CPI" refers to the Revised Consumer Price Index for All Urban Communities published from time to time by the United States Department of Labor Statistics.

2.11. "Effective Date" refers to the effective date of this Agreement, as set forth in § 1.3 of this Agreement;

2.12. "End Use Plan" refers to the plan to which _________ has committed pursuant to Article 7 of this Agreement;

2.13. "Hazardous Substances" has the meaning given that term in 42 U.S.C.A. §9601(l4).

2.14. "Host Community Fee" refers to the fee paid to the County, for the benefit of the County, as set forth in Article 6 of this Agreement;

2.15. "IPCB" refers to the Illinois Pollution Control Board;

2.16 - 2.20. Intentionally left blank;

2.21. "Operate or Operation" in connection with a Pollution Control Facility shall have the meaning commonly understood under the Illinois Environmental Protection Act and other environmental laws and case law pursuant thereto. Unless the County agrees otherwise in a separate agreement, the owner or operator of the transfer station shall also be the owner or operator of the transfer station system;

2.22. "Performance Standards" refers to those standards set forth in §5.2 of this Agreement, the violation of which subjects _____________ to stipulated damages pursuant to §8.3 of this Agreement or, where applicable, enforcement pursuant to the Act;

2.23. "Property" refers to the real property upon which the Pollution Control Facility will be situated, as further legally described in Attachment A;

2.24. "Property Value Guarantee" refers to the property value protection plan offered by _____________ to the owners of property within close proximity to the Pollution Control Facility, as further set forth in §3.8 of this Agreement and included herein as Attachment B;

2.25. "Solid Waste Plan" refers to the County Solid Waste Plan, including amendments as authorized by Kendall County Board Resolutions No. ________________.
2.26. "Siting Conditions" refers to conditions included in any siting approval the Board may issue with respect to the Pollution Control Facility pursuant to § 10.2.2 of the Siting Ordinance which have not been appealed by __________, or which are affirmed in the event of an appeal.

2.27. "Siting Decision" refers to a final decision by the Board with respect to an Application made pursuant to the Siting Ordinance.

2.28. "Siting Ordinance" refers to the County Site Approval Ordinance for Pollution Control Facilities, Ordinance No. __________;

2.29. "Stipulated Damages" refers to specific damages for specific offenses set forth in this Agreement so that said specific damages will be forthcoming, to the County, in the event of a violation of §8.3 of this Agreement;

2.30. "Transfer Request" refers to an application for written approval by the Board of a transfer of ownership or operation of the Pollution Control Facility, as further set forth in §3.2 of this Agreement.

2.31. "Treat" or "Treatment" (of Solid Waste) has the meaning given "Treatment" in §3.S05 of the Act; provided that the reduction of waste volume by compaction or biodegradation does not constitute "treatment" of solid waste.

2.32. "Truck Traffic Plan" refers to the plan for routing traffic to and from the Pollution Control Facility that is part of a Siting Decision;

2.33. "Unauthorized Waste" refers to a solid waste banned from disposal in the transfer station under §4.1 of this Agreement.

2.34. Other Words and Phrases. Those words and phrases used herein that are also used in the Act shall have the same meaning as that prescribed in the Act. Whenever it is provided in this Agreement that a party "may" perform an act or do anything, it shall be construed that such party "may, but shall not be obligated to," so perform or so do. The following words and phrases shall be construed as follows: (i) "at any time" shall be construed as "at any time or from time to time;" (ii) "any" shall be construed as "any and all;" (iii) "include" and "including" shall be construed as "including but not limited to;" and (iv) "will" and "shall" shall each be construed as mandatory. Except as otherwise specifically indicated, all references to Article and Section numbers and letters shall refer to the Articles and Sections of this Agreement. The words "hereby," "hereof," "hereto," "herein" and "hereunder" and any similar terms shall refer to this Agreement as a whole and not to any particular paragraph. The word "hereafter" shall mean after the date hereof and the word "heretofore" shall mean before the date hereof. Words of the masculine, feminine or neuter gender shall mean and include the corresponding words of other genders, and words implying the singular number shall mean and include the plural number and vice versa. All references to any agreement or instrument (including this Agreement or Siting Conditions) shall be to such agreement or instrument as in effect from time to time, including any amendments, replacements, restatements, modifications and/or supplements thereto.
ARTICLE 3. COMMITMENTS AND GUARANTEES

3.1. **Operational Commitment.** ____________ commits that it will be the sole operator of the Pollution Control Facility and will not transfer ownership of the Property or assign its rights and obligations to operate the Pollution Control Facility or any operations related to the Pollution Control Facility, including any Pollution Control Facility Gas Management System or any component thereof, without the written approval of the Board.

3.2. **Transfer Request.** In deciding whether to grant written approval of a transfer request, the Board shall consider (a) the ability of the transferee, both financially and operationally, to comply with the terms of this Agreement, the terms of all licenses and permits, all other applicable Federal and State statutes and regulations, and local ordinances and (b) the past record of convictions or admissions of violations of the transferee (and any subsidiary or parent corporation) in the field of solid waste management and (c) the public interest. The term "transferee" as used herein includes the transferee and related persons included within the definition of "Applicant" and "Operator" in § 1.2 and 1.3 of the Siting Ordinance, respectively. The transfer request shall include the information on the transferee required of an Applicant or Operator by §§4.2 and 4.3 of the Siting Ordinance, respectively. The Board may require the submission of additional information reasonably related to the transfer request. The transfer request shall be accompanied by the certification required by §2.7 of the Siting Ordinance and a filing fee in the amount of $100,000. The Board, in its sole discretion, may elect to hold a public hearing on the transfer request. The form of the public hearing, and whether to apply some or all of Articles 5 (Participants), 6 (Public Comment), 7 (Hearing Committee and Hearing Officer), and 8 (Public Hearing) of the Siting Ordinance shall be determined by the Board in the exercise of its discretion. Costs incurred by the County in reviewing the transfer request shall be charged against the filing fee as if the transfer request were a request for siting approval governed by the Siting Ordinance. Requests for additional payment, and return of the unexpended filing fee, shall be governed by §§3.5 and 3.6 of the Siting Ordinance, respectively. The Board may require an additional written commitment by the transferee to assume and comply with the duties and obligations of this Agreement and Siting Conditions.

3.3. **Performance Commitment.** ____________ intends to operate the Pollution Control Facility in accordance with this Agreement and the Act. Further, with respect to compliance with the Act, ____________ makes certain specific commitments to the County with respect to Performance Standards. If the Board grants a siting approval for the Pollution Control Facility pursuant to the Siting Ordinance, any Siting Conditions that are part of such approval shall be deemed to be incorporated herein by reference and shall be enforceable as part of this Agreement. In addition, such Siting Conditions shall be independently enforceable as a contract between the County and ____________. These commitments are collectively intended to ensure the safety and environmental integrity of the Pollution Control Facility.

3.4. **Minimum Guaranteed Payment.** Upon commencement of Pollution Control Facility operations, as more specifically detailed in §6.2 of this Agreement, ____________ guarantees that the County will receive a minimum annual host fee that equates to one million tons of waste per year. In addition to host fees, ____________ also guarantees lump sum payments to the County as further delineated in §6.3.
3.5. Operator Pledge. __________ shall correct any environmental impairment arising out of or related to the Pollution Control Facility. For purposes of this commitment, "environmental impairment" means the release or threatened release of any substances, pollutants, or contaminants at or from the Property so as to harm or threaten harm to human health, welfare or the environment.

3.6. Covenant Guarantee. The parties acknowledge their mutual intent at the time of entering into this Agreement to create a covenant running with the land in favor of the County and that the obligations stated in this Agreement touch and concern the use of the Property. It is the intent of the parties hereto that __________ obligation to make payments pursuant to Article 6 of this Agreement (Host Community Fees and Benefits) is and shall be a covenant running with the Property and is and shall be binding upon transferees, successors, assigns, and subsequent owners of the Property, and is and shall be a lien upon the Property. Said covenant shall benefit the County and its successors, transferees, and assigns. A Memorandum of this Agreement will be executed by the parties and recorded against the Property immediately subsequent to its execution and approval by the Board. Such Memorandum of the Host Agreement, among other things, will specifically reflect the terms of this Section regarding __________ obligation to make payments being a covenant running with the Property and being a lien upon the Property.

3.7. Property Value Guarantee and Well Testing Program. In order to assure that properties in close proximity to the Pollution Control Facility are protected against their values being detrimentally impacted by the Pollution Control Facility, __________ agrees to offer Property Value Guarantees, in the form of Attachment B hereof, to all owners of property located within 1 mile of the Pollution Control Facility footprint (the area where waste will be deposited), within thirty (30) days of IEPA issuing a development permit for the Pollution Control Facility. Notice shall be delivered to the property owners of record in the form provided in Attachment B.1. In addition, __________ agrees to fully comply with the Domestic Well Protection Agreement that is attached hereto as Attachment C. Both Attachments B and C are incorporated herein and made a part hereof by reference.

ARTICLE 4. OPERATIONS

4.1. Authorized Waste. The Pollution Control Facility shall accept only Authorized Waste. The Pollution Control Facility shall comply with all relevant regulations and siting conditions relative to load checking and waste acceptance and shall immediately inform the County orally and in writing of any Unauthorized Waste that has been accepted and disposed of at the Pollution Control Facility. All regulated hazardous, TSCA and radioactive waste, including any residuals of its treatment or admixtures with other wastes, shall be removed from the Property to a lawful location within a reasonable time, unless IEPA expressly assents to the storage, treatment or disposal of such wastes at the Property.

4.2. Ban on Waste. The Pollution Control Facility shall not accept, treat, or dispose of any solid waste if such solid waste is or contains: (a) regulated hazardous waste, as defined by §3.220 of the Act, 415 ILCS 5/3.220, or regulations thereunder, (b) or potentially infectious medical waste as
defined by §3.360 of the Act, 415 ILCS 5/3.360, or regulations adopted thereunder; (c) regulated
levels of polychlorinated biphenyls as defined by the Toxic Substances Control Act, 15 U.S.C.
2601-2629 or regulations adopted thereunder; (d) radioactive waste or low-level radioactive waste as
defined by the Atomic Energy Act, U.S.C. 201 I, et seq. or the Illinois Low-Level Radioactive Waste
Management Act, 420 ILCS 2011, et seq. or the implementing regulations of either. All wastes
meeting the foregoing criteria, or any of them, are Unauthorized Wastes for purposes of this
Agreement.

4.3. Community Relations/Complaint Resolution. As of the date IEPA issues a
development permit for the Pollution Control Facility, and for the balance of the operating life of the
Pollution Control Facility, _____________ shall assign and designate a telephone number and
representative who shall be responsible for receipt of complaints which may arise from the public
relative to the development or operation of the Pollution Control Facility, or to report incidents of
alleged violations of this Agreement, environmental or employee health regulations, the Act or Siting
Conditions. All such complaints and inquiries received from the public shall be responded to and
addressed promptly. _____________ shall also keep a Complaint Log of the date and time such
complaint, inquiry or communication was received, the nature of the complaint, inquiry or
communication, the name of the person initiating such contact (or "anonymous" if no name is given),
the date and time which response was made to such complaint, inquiry or communication, as well as
the method in which any such complaint, inquiry or communication was addressed and/or resolved.
___________ shall designate a single person to be located at the Pollution Control Facility
with responsibility for responding to complaints about the Pollution Control Facility and for
maintaining the Complaint Log and updating the Complaint Log on the Pollution Control Facility
Web Page at least bi-weekly. _____________ shall advise the County annually of the name, title,
address, electronic mail address, telephone number (office and cell phone) of such person, and shall
advise the County, immediately upon any change with respect to such information. As further set
forth in §4.4 of this Agreement, _____________ shall also develop and maintain an internet web
site specific to the operations of the Pollution Control Facility, for the purpose of educating and
informing the public regarding the operations of the Pollution Control Facility and receiving
complaints.

4.4. Pollution Control Facility Web Site. Within thirty (30) days of the date of a Siting
Decision granting Siting Approval for the Pollution Control Facility, with or without conditions, and
regardless of whether any Siting Condition(s) is appealed by _____________ to the IPCB,
___________ shall establish and maintain, at _____________ expense, a Pollution
Control Facility Web Site, or an equivalent and generally accepted vehicle of communication,
containing, at a minimum, the following items for general public access and downloading:

4.4.1. A hyperlinked Table of Contents and key word index of all documents on the
Pollution Control Facility Web Page;

4.4.2. This Agreement and any amendments thereto;

4.4.3. The administrative record for the Siting Decision, including the siting application,
any amendments to the siting application, exhibits introduced during the siting hearing, and
transcript of the siting hearing and Siting Decision;
4.4.4. Appeals of the Siting Decision, whether or not filed by ________________;

4.4.5. Those documents submitted by ________________ or its agents or consultants to any local, State or Federal environmental, emergency response or employee health and safety regulatory agency, including:

4.4.5.1. Permit applications;

4.4.5.2. Subsequent correspondence between IEPA and ________________ relating to a permit application;

4.4.5.3. IEPA permit decisions and permits;

4.4.5.4. Appeals by ________________ or ________________ of IEPA permit decisions or permits;

4.4.6. Correspondence to or from any local, State or Federal environmental, emergency response or employee health and safety regulatory agency;

4.4.7. Those documents filed with or received from any person, including, but not limited to, any local, State or Federal regulatory agency, asserting or relevant to charges, complaints or allegations of environmental violations made by any governmental authority, citizen or citizens' group; an annual update of the volume of solid waste disposed at the Pollution Control Facility, as reported to the County under this Agreement, and the approximate remaining site life of the Pollution Control Facility based on the Siting Approval and IEPA permit(s);

4.4.8. Complaint Log;

4.4.9. Other documents as the County may reasonably request related to operation of the Pollution Control Facility in compliance with this Agreement, the Act and Siting Conditions constituting a public record subject to disclosure under the Illinois Freedom of Information Act, 5 ILCS 140/1 et. seq.

4.4.10. Any documents that cannot easily be digitized and electronically filed will be identified on the web site and made available on request of the County or County residents for review at the Pollution Control Facility.

4.5. Pollution Control Facility Design and Operating Standards. The Pollution Control Facility shall be sited, designed, developed, constructed, operated, closed and maintained in post closure care so as to comply with all applicable provisions of the Act, rules and regulations of the IEPA, the Illinois Pollution Control Board and the provisions of Subtitle D of the Resource Conservation and Recovery Act ("RCRA"), 42 U.S.C. §§6941-6949a, conditions and requirements of any permits issued by applicable governmental agencies, including Siting Conditions, this Agreement and all other applicable rules and regulations now in effect or enacted hereafter.
4.5.1. **Treatment or Processing.** Solid Waste shall not be treated at the Pollution Control Facility prior to disposal or for transshipment to another treatment, storage or disposal facility, except as allowed by the Act.

4.6. **Siting Conditions.** The Pollution Control Facility shall abide by all final and nonappealable conditions of siting approval issued by the County.

4.7. **County Access and Inspection Rights.** ____________ shall provide the County and its agents with access to the Pollution Control Facility during its hours of operation for the purpose of inspecting the Pollution Control Facility’s compliance with this Agreement and all applicable laws and permits, upon advance telephonic notice. In exigent or emergency circumstances, the County and its agents shall have immediate access to the Pollution Control Facility and all records pertaining to its operation. The County shall have a right to perform unannounced inspections of the Pollution Control Facility, but advance notice shall be given for any audit of records. ____________ shall designate a contact person who may be contacted if the County or its agents desire access pursuant to this provision. The County and its agents agree to abide by ____________ policies, rules and regulations pertaining to visitors at the facility.

4.8. **Highway Upgrades, Obstruction and Littering.** ____________ shall upgrade ____________ to the Pollution Control Facility entrance to an 80,000 pound Class II Road, provided that ____________ shall further be responsible for patching, additional overlays, pavement remarks, and any other maintenance operation on ____________ that, in the reasonable judgment of the County Engineer, is required due to trucks delivering solid waste to the Pollution Control Facility. Further, ____________ agrees to pay all additional costs incurred by the County in upgrades or improvements or widening streets under the County's jurisdiction, or adding or upgrading traffic controls, necessitated, in whole or in part, by the number, speed or weight of vehicles going to or coming from, or reasonably anticipated by the County to be going to or coming from, the Pollution Control Facility. Streets, such as residential streets, used for waste collection, and not as main transportation routes to the Pollution Control Facility, are specifically excluded from the foregoing requirements. ____________ further agrees to keep all areas at and around the Property free from loose debris or litter resulting from operation and maintenance of the Pollution Control Facility and shall keep the public streets and adjacent areas at and within one mile of the Pollution Control Facilities entrance(s) free from mud, dust and litter from vehicles using the Pollution Control Facility.

4.9. **Truck Traffic and Truck Taming Plan.** ____________ shall notify all waste haulers that when delivering soil or other materials used in the construction of the Pollution Control Facility, and soil, solid waste or other materials during the operation of the Pollution Control Facility, they shall strictly adhere to the route specified in the Truck Traffic Plan, as more specifically set forth in Attachment D (attached hereto and incorporated herein by this reference) and Truck Tamping Plan, including posting of the Truck Traffic Plan on the Pollution Control Facility, Web site. In the event a trucking company or waste hauler is found to have deviated from the Truck Traffic Plan on more than two occasions, ____________ shall bar that trucking company or waste hauler, and its affiliates, from making future deliveries to the Pollution Control Facility. In the event the trucking company is ____________, or an affiliate, the driver shall be barred from making future deliveries to the Pollution Control Facility. The Truck Traffic Plan will require that all semi-trailer trucks utilize ____________, or larger highway or expressways, and will prohibit such traffic and
residential roads. The Truck Tarping Plan shall establish performance standards and transporter awareness for the consistent secure tie down of waste transfer trailer and roll-off tarps; shall specify use of tarps that are in good condition, free of gaps and tears, thereby preventing escape of litter from the inbound trucks to area roads, right of ways, and adjoining properties; shall establish protocols for ensuring that vehicle beds and tailgates do not contain waste or litter that will leave the truck upon departure from the landfill.

ARTICLE 5. ENVIRONMENTAL PROTECTIONS

5.1. Compliance. At all times in connection with the operation of the Pollution Control Facility, __________ shall comply with all laws, ordinances, rules and regulations of any applicable Federal, State or local governmental agency or authority relating to the operation of the Pollution Control Facility. __________ shall also comply with all Siting Conditions.

5.2. Performance Standards. The parties hereto acknowledge that the following listed Performance Standards are essential to an appropriately sited, well-managed and operated Pollution Control Facility, irrespective of permits, variances, and approvals that may be granted by IEPA. __________ shall therefore not:

5.2.1. Place waste outside the horizontal and vertical boundaries of IEPA permitted disposal areas.

5.2.2. Transfer ownership or operation of the Pollution Control Facility without obtaining any relevant IEPA and County approval of the transfer of applicable permits.

5.2.3. Cause significant and repeated discharges of surface water outside the scope of any IEPA approved or authorized surface water management and discharge plans or negatively affect surface and subsurface drainage or water quality of adjacent upstream and downstream properties.

5.2.4 Fail to monitor groundwater in accordance with the IEPA approved groundwater monitoring plan, including, by way of example, the failure to undertake compliance monitoring, assessment monitoring, and development and implementation of corrective measures plan, if required.

5.2.5. Cause or threaten, by a confirmed release or groundwater flow alteration at the Pollution Control Facility, an adverse impact to water quality or diminishment of the yield of an offsite water well used for either potable and/or agricultural purposes.

5.2.6. Fail to maintain financial assurance as required by the IEPA.

5.2.7. Cause or allow habitual violations of the Act by reason of dedicating inadequate human resources and equipment to operate the Pollution Control Facility, and tolerate operating practices that result in repeated and significant violations of the Act. Inadequate human resources and operating practices include, by way of example, inadequate oversight,
training, internal audits, and internal checks and balances between meeting financial objectives and achieving environmental compliance.

5.2.8. Fail to comply with essential security procedures at the Pollution Control Facility, including, by way of example, disposal of waste at the Pollution Control Facility, after business hours or unlocked site access gates.

5.2.9. Allow significant violations of the Pollution Control Facility, waste acceptance plan, including, by way of example, accept for disposal at the Pollution Control Facility, waste that is not authorized by this Agreement or the Act, dispose of solid waste at the Pollution Control Facility, unsupervised by qualified and trained Pollution Control Facility personnel, dispose of special waste without a contract with the waste generator and completed special waste profile sheet, and dispose of regulated hazardous wastes, wastes under the Toxic Substances Control Act ("TSCA"), 15 U.S.c. 2601, et seq., potentially infectious medical wastes or radioactive wastes.

5.2.10. Violate an approved Pollution Control Facility dust control plan so as to cause chronic migration of dust off the Property.

5.2.11. Violate an approved Pollution Control Facility litter control plan including, by way of example, fail to collect litter on the Property and maintain necessary litter control devices (such as litter control fences) or to otherwise cause chronic dispersion of litter on private and public properties in route to or in the vicinity of the Pollution Control Facility.

5.2.12. Allow tracking of mud on public roads and highways so as to cause chronic mud tracking or unsafe conditions on public roadways.

5.2.13. Allow chronic nuisance odors to be consistently detected on off-site public or private properties.

5.2.14. Allow chronic noise levels beyond the boundary of the Property in violation of Illinois Pollution Control Board noise regulations, 35 IAC §900 et. seq. or applicable local ordinances.

5.2.15. Allow a ______________ trucking company, or an affiliate, to repeatedly violate the Truck Traffic or Truck Tarping Plans.

5.2.16 Cause or allow waste water used by the Pollution Control Facility to be released without proper treatment.

5.2.17 Undertake excavations in, or around the Pollution Control Facility without first undertaking necessary and appropriate geotechnical evaluations.

5.3. **Enforcement.** The parties acknowledge that the above-referenced Performance Standards are required by the Act, the IPCB regulations and relevant permit requirements that IEPA will issue with respect to the Pollution Control Facility. The parties further acknowledge that the IEPA is authorized to enforce any violations of such provisions and requirements, pursuant to §31 of the Act. The purpose of the Performance Standards is to enable the County to treat significant
violations of the Act as a breach of this Agreement, and to seek appropriate remedies for said breach, as more fully set forth below. Siting Conditions and the other requirements in this Agreement that are in addition to, or more stringent than, the requirements of the Act, may be enforced as provided by §8.2 (Remedies) of this Agreement.

5.3.1. Where the Performance Standards listed above are not being met to the satisfaction of the County, the County will so advise the Director of the IEPA and the IEPA Regional Field Office responsible for the Pollution Control Facility in writing, via certified mail, with a copy via certified mail to ____________, setting forth the specifics of any non-compliance alleged to constitute a violation of this Agreement. Should the IEPA not issue a written notice of an alleged violation pursuant to §31 of the Act within 30 days of receipt of said written notice, or take other appropriate action pursuant to its authority under §§34 or 43 of the Act, the County may enforce the Performance Standards that were the subject of the written notice by filing an action for injunctive relief in the State Circuit Court having jurisdiction over the facility. Such relief shall be in addition to any other relief authorized by law or this Agreement, including stipulated damages pursuant to §8.3 of this Agreement.

5.3.2. The County shall not assert additional claims that are not contained in the above notice. __________ shall respond in writing to the County’s notice, including specification of any defenses to the claimed violations, within thirty days of receipt of the notice. Unless an emergency situation affecting the health and welfare of the community is at issue, the County shall not file an action for enforcement of this Agreement pursuant to this section for a period of sixty (60) days from the date of receipt by __________ of the notice. During said period, the parties shall meet in a good faith effort to resolve the subject matter of the notice. __________ payment of any relevant stipulated damages will constitute resolution of the subject matter of the notice, and the County will accept such damages in lieu of prosecution. In the event of a subsequent violation of a Performance Standard that has once been resolved by payment of stipulated damages within 3 years of the date of payment, the County, in its discretion, may either again seek payment of stipulated damages or apply to a court for relief as provided by §8.2 (Remedies) of this Agreement.

5.4. **Indemnification.** __________ agrees to indemnify, hold harmless and defend the County, and its Board members, elected officials, agents, servants, and employees, and each of them, from and against any and all lawsuits, claims, demands, liabilities, losses and expenses (including court costs, opinion witness fees, litigation expenses and reasonable attorney’s fees) for or on the account of any injury to any person or any death at any time resulting from such injury, or any damage to property or the environment, or any other damage of any type, kind or sort which may arise or which may have been alleged to have arisen out of or in connection with (1) the development, construction, operation, closure and post closure activities of the Pollution Control Facility or (2) this Agreement. Such indemnification will also apply to any municipality within the County that may be charged with "arranger" liability for the disposal of authorized waste at the Pollution Control Facility.

5.4.1. Additionally, __________ shall pay all court costs, opinion witness fees, litigation expenses, and reasonable attorneys fees to the County in connection with any litigation concerning this Agreement, any County Board siting decision or other appeal
arising out of the siting process to the Illinois Pollution Control Board or any court in the respective Illinois of federal juridical branches of government.

5.5. Third Party Claims. Promptly after receipt by the County, or municipality within the County, of notice of any claim, action, suit or proceeding by any person who is not a party to this Agreement which is subject to indemnification hereunder, the County or such municipality shall provide reasonable notice to _____________. At its sole expense and liability and within a reasonable time after receipt of such notice, _____________ shall: (i) acknowledge receipt of such notice and confirm its intention to assume the defense of such action and (ii) retain legal counsel as chosen by the County or municipality to conduct the defense of such claim, action, suit or proceeding. Upon reasonable request, the County or municipality shall cooperate with _____________ in the defense, compromise or settlement of any such claim, action, suit or proceeding.

5.6. Retention of Counsel: Settlement. In any such circumstance, the County shall have the right, at its own expense, to employ separate counsel and to participate in (but not control) the defense, compromise, or settlement thereof. The County shall not settle or compromise any such matter for which it is entitled to indemnification hereunder without the prior written consent of ____________, unless said companies have failed to undertake control and defense of such action in the manner provided for in this Agreement. ____________ shall not settle or compromise any such matter in which any relief other than the payment of money damages is sought against them, unless the County consents in writing to such compromise or settlement.

5.7. Insurance. As more specifically set forth in Attachment E (attached hereto and incorporated herein by this reference), ____________ shall obtain the following minimum insurance:

(a) Comprehensive, broad form commercial general liability insurance, covering all activities conducted or to be conducted by ____________ on or from the Property, including blanket contractual liability coverage, specifically including ____________ indemnification obligations hereunder, premises coverage, personal injury coverage, completed operations coverage, owned and non-owned vehicles and equipment coverage, independent contractors protective coverage, and a waiver of subrogation as against the County (and its officers, agents and employees);

(b) Pollution liability insurance covering bodily injury and property damage arising out of the actual or threatened release of contaminants from the Property, both on and off-site coverage, and covering the costs of remedial action for any contaminants which have been or are threatened to be released from the Property.

Limits of liability shall be as set forth in Attachment E. Required coverage shall be maintained from the date construction of the Pollution Control Facility commences until certification that the post-closure period for the Pollution Control Facility has terminated. The County may, upon written request to ____________, obtain complete copies of any then-applicable policies and an original endorsement naming the County as an additional named insured. So as to ensure maintenance of adequate levels of future insurance coverage for the term of this Agreement,
shall adjust and increase the levels of insurance coverage specified in Attachment E as necessary during each five (5) year period included in this Agreement to account for increases in the CPI over the preceding five (5) years. ________________ shall further provide the County with:

(a) Ninety (90) days advance notice, in writing, of any proposed policy change;

(b) Endorsements delivered to the County at:

Kendall County State’s Attorney’s Office
807 W. John Street
Yorkville, IL 60560
Attention: State’s Attorney

5.8. Financial Assurance. ________________ may satisfy the financial assurance requirement in §2LI(a) of the Act, 415 ILCS 5/2LI(a), by any method of financial assurance for closure and post-closure care authorized in Subpart G of §811.700 of the IPCB’s rules, 35 Ill. Adm. Code 811.700; provided, however, that the following forms of financial assurance are excluded: operator self-insurance pursuant to 35 Ill. Adm. Code 811.715; the meeting of a corporate financial test pursuant to 35 Ill. Adm. Code 811.719; and a corporate guarantee, pursuant to 35 Ill. Adm. Code 811.720. Further, surety bonds and closure insurance, pursuant to 35 Ill. Adm. Code 811.711, 811.712 and 811.714, respectively, shall not be secured from a company that is affiliated with the ________________ or a parent, subsidiary or affiliate of ________________.

5.9. County Response Costs for Spills or Releases. ________________ shall provide or arrange for such response actions as are directed by the County, and shall otherwise be responsible for the reasonable response costs of the County, in the event of a spill, or accident involving the threatened spill, of Solid Waste within the County, if such waste is being delivered to or transported from the Property by haulers under contract with ________________. This commitment by ________________ is not intended to be, nor shall it be construed as, an admission by ________________ or a determination by the County that ________________ is legally liable for such spills, accidents or response costs.

ARTICLE 6. HOST COMMUNITY FEES AND BENEFITS

6.1 Payment per Ton. For the first five years of this Agreement, on a yearly basis, ________________ shall pay a Host Community Fee to the County in the amount of ________________. These fees will continue on this annual "stair step" basis, adjusted by the CPI, as further described below, until the beginning of the fifth year of operation. At the beginning of the fifth calendar year of operation, the "stair step" basis will be discontinued and the payment per ton, for all solid waste received during that year and thereafter, shall be that amount which was paid the previous year for ________________.

6.2. Minimum Guarantee. ________________ further guarantees to pay a minimum annual Host Community Fee based on ________________ actually disposed at the Pollution Control Facility. This guarantee shall be prorated for the actual months remaining in the year ________________.
receives an operating permit for the Pollution Control Facility from IEPA ("start-up year"), and for the actual months remaining in the Year ____________ its operations ("final year").

6.3. **Lump Sum Payments.** In addition to the Host Community Fee, __________ agrees to pay to the County $________ in lump sum payments as follows: an initial payment of $________ at the commencement of operations at the Pollution Control Facility and a payment of $________ per year at the end of each of the first five years of operation.

6.4. **County Reimbursement.** In addition to the Host Community Fee and Lump Sum Payments, __________ shall pay the County an amount not to exceed $________ per year to reimburse the County for its reasonable and documented costs of inspecting and monitoring compliance of the Pollution Control Facility with the Act, this Agreement and Siting Conditions. Said reimbursement shall be made within 30 days of receipt of documentation of costs, unless the costs are disputed. In the event of a dispute, __________ shall pay the undisputed amount. __________ and the County shall attempt in good faith to resolve any disputes concerning the reasonableness of the costs and adequacy of documentation. Unresolved disputes arising under this §6.4 shall be resolved pursuant to Article 8 (Default and Remedies) of this Agreement.

6.5 **CPI Adjustment.** The first year after the IEPA issues an operating permit for the Pollution Control Facility, the Per Ton Fee under §6.1 and reimbursed costs under §§6.4 and 6.14 shall be adjusted annually by the percentage of increase during the previous year in the CPI, provided that in no event shall the applicable increase be more than five percent (5%) in anyone year. If the revised CPI shall cease to be published, the County and __________ shall designate a comparable index which shall then be used for determining the annual rate of increase.

6.6. **Time of Payment.** Fees pursuant to §6.1 shall be paid quarterly. The quarterly payments shall be calculated for the three month periods ending on the last day of March, June, September and December of each year during the term of this Agreement and any extension thereof. The payment shall be made not later than 30 days after the last day of the preceding quarter.

6.7. **Payment Form.** Each Host Community Fee payment shall be accompanied by a form prescribed by the County and stating the weight of solid waste disposed at the Pollution Control Facility during the payment period and providing such other information as may be necessary for the County to assure compliance with this Agreement. The form shall be signed and sealed by the Pollution Control Facility's engineer, who shall be a professional engineer licensed in the State of Illinois.

6.8. **Books and Records.** __________ shall keep complete and accurate books and records relating to the determination of the fees owed under §6.1 of this Agreement, in an auditable form. __________ shall permit the County's designated representatives access to such books and records for inspection and photocopying, during the Pollution Control Facility's normal business hours. The County shall maintain as confidential as permitted by law the information contained in such books and records as provided by law, but shall be permitted to disclose such information to employees and consultants which the County, in its sole discretion, deems appropriate in order to monitor compliance with this Agreement. In the event that such inspection reveals any underpayment(s) of the per ton fee, __________ shall promptly pay to the County the amount(s) of such underpayment(s), together with interest at 1.5% per month from the time any such per ton
fees were due and owing to the County, and reimburse the County for its costs and expenses of such inspection and, if necessary, collection, including any professional and technical fees in connection therewith. In the event that such inspection reveals any overpayment(s) of the per ton fees, ____________ may credit the amount of such overpayment(s) against the payments of per ton fees in subsequent quarters.

6.9. Preference for County Residents and Firms. Subject to applicable State or Federal employment and civil rights laws, ____________ shall give preference in hiring for work at the Property to suitably skilled applicants residing in the County before hiring applicants residing in other communities. Further, ____________ shall use reasonable efforts to have its contractors give preference to hiring new employees for work in the County from suitably skilled applicants residing in the County before hiring applicants residing in other communities. In awarding contracts for goods or services, ____________ shall give preference to firms headquartered in the County which provide a competitive price or bid (where bidding is required) and which are capable of performing the required work, before contracting with or otherwise retaining firms headquartered elsewhere. ____________ will notify the County promptly of each job opening and contract opportunity at the Property, and shall use its best efforts to provide such notice not less than 48 hours before ____________ publicly announces such opening or opportunity.

6.10. Capacity Guarantee for In-County Waste. Provided ____________ is permitted for a Pollution Control Facility which is designed to accept, ____________ agrees to provide adequate disposal capacity for all waste received from municipalities in Kendall County for a period of __ years from the date the Pollution Control Facility commences operation at a disposal fee no greater than the lowest fee charged by ____________ in any waste contract negotiated with a municipality outside Kendall County. Nothing herein shall preclude the County, or any municipality located within the County, from negotiating a Capacity Guarantee Agreement with ____________. For the purposes of this §6.10, a "municipality" includes any unit of local government.

6.11. Composting Facilities. In the event the County does not have access to a yard waste composting facility located within the County, ____________ shall work with the County in an attempt to locate and operate a compost facility on the Property, so long as it does not interfere with disposal capacity, or elsewhere in Kendall County.

6.12. Portable Toilets and Hand Washing Stations. ____________ shall work with the County in an attempt to provide access to portable toilets and rental hand washing stations for the County's use in the event of an emergency.

6.13. Road Kill ____________ shall dispose at the Pollution Control Facility free of charge all road kill delivered by the County Highway Department provided such road kill may be lawfully disposed at the Pollution Control Facility.

6.14. Tax Appeal. ____________ shall pay the County an amount not to exceed $________ to reimburse the County for its reasonable and documented third party costs, including attorneys fees and experts, incurred in connection with a challenge or appeal by ____________ of a real estate tax assessment on the Property, in the event the challenge or appeal results in no reduction in the challenged tax assessment.
6.15. In connection with any litigation (including any appeal) concerning the facility the
owner shall pay the reasonable attorneys fees and costs incurred by the County in such litigation.

6.16. **Special Waste Collection Events.** ____________ shall, at no cost to the
County or County residents, provide for at least two special waste collection events per calendar
year, such as household hazardous waste collection or used tire collection.

**ARTICLE 7. END USE**

7.1. The Pollution Control Facility will at all times be designed, constructed, operated,
and closed by ____________ with the intention of being converted to a future passive recreational
end use developed in coordination with the County or other local park planning entity(ies). On the
first anniversary of the issuance of an operating permit for the Pollution Control Facility
___________ shall provide the County with $_______ to fund a local government working
group to develop an end-use plan for the closed Pollution Control Facility and Property. Said group
shall include at least one individual or organization with expertise in horticulture and open space
planning and landscape architecture. Such plan may be implemented in phases. To ensure this future
end-use objective, the Pollution Control Facility shall be designed, constructed, developed, operated,
and maintained with conformance to the following general end-use performance standards:

7.1.1. An area of at least 15 acres on the Property near a public-designated entrance area(s)
shall be reserved for post-closure construction of load-bearing structures by others, in support
of site end-use plans, and, if the reserved area constitutes part of the Pollution Control
Facility, the reserved area may be filled with waste (excluding putrescible waste) that an
Illinois licensed professional engineer shall certify is suitable for construction of load-bearing
structures.

7.2. Upon IEPA certification of final closure of the Pollution Control Facility, the County
shall have the right to lease the Property after closure for use in a manner consistent with the End Use
Plan. This §7.2 applies when the County elects to lease the Property. The lease shall contain the
following terms:

7.2.1. The lease shall be for a term of 99 years, subject to automatic renewal for additional 99
year terms unless the County issues a notice of termination to ____________ one year
prior to the expiration of each 99 year term.

7.2.2. The County shall pay ____________ an annual rent of $1.00.

7.2.3. The County's use of the Property shall be consistent with the End Use Plan.

7.2.4. The County shall pay insurance on the Property and ____________ shall be named
as an additional insured.
7.2.5. The County shall pay all utilities with the exception of those utilities related directly to the maintenance of the Pollution Control Facility (for example, electricity to operate blowers).

7.2.6. ____________ shall indemnify and hold the County harmless against all claims arising in connection with the release or threatened release of waste constituents from the Pollution Control Facility.

7.2.7. The County shall be responsible for maintenance and upkeep of the Property, except that ____________ shall be responsible for any maintenance and repair of the Pollution Control Facility (including the final cover).

7.2.8. The County may assign its rights under the lease to a third-party or enter into subleases.

7.2.9. Alterations and improvements to the Property shall be subject to the approval of ____________, which approval shall not be unreasonably withheld, to ensure that the integrity of the Pollution Control Facility is not compromised.

7.2.10. ____________ shall have access to the Property as necessary for the maintenance and repair of the Pollution Control Facility.

7.2.11. ____________ may reasonably restrict access to specific areas of the Pollution Control Facility that it reasonably deems necessary to protect visitors to the Property or to protect components of the Pollution Control Facility.

7.2.12. The County shall be responsible for the payment of property taxes on the Property.

**ARTICLE 8. DEFAULT AND REMEDIES**

8.1. **Defaults.** A material default and breach of this Agreement by ____________ includes, but is not limited to, the following:

8.1.1. The failure to make payment of any Host Community Fee payment required to be made under this Agreement after ten (10) days written notice thereof.

8.1.2. The failure to properly maintain insurance required pursuant to the terms and conditions of this Agreement.

8.1.3. The failure to correct or remedy promptly and in the proper and required manner any actual violation of any law, statute, rule, regulation, permit or ordinance relating to the development, operation, and closure/post closure care of the Pollution Control Facility, including Siting Conditions. For purposes of this Agreement, ____________ shall be deemed to have acted promptly if it corrects or commences correction of the violation in question within the time allowed by law, or within the time otherwise allowed by a court, tribunal or a governmental agency of competent jurisdiction.
8.1.4. The failure to observe or perform any of the other covenants, terms, conditions or provisions of this Agreement and Siting Conditions to be observed or performed, where such failure shall continue for a period of thirty (30) days after written notice thereof from the County to _____________: provided, however, that if the nature of the default is such that more than thirty (30) days are reasonably required for its cure, and the County agrees in writing that this is the case (which agreement shall not be unreasonably withheld), then _____________ shall not be deemed to be in default if _____________ commences such cure within said thirty (30) day period and thereafter diligently prosecutes such cure to completion.

8.1.5. The making by _____________ of any general assignment, or general arrangement for the benefit of creditors; the filing by or against _____________ of a petition to have _____________ adjudged a bankrupt or a petition for reorganization or arrangement under any law relating to bankruptcy; the appointment of a trustee or receiver to take possession of substantially all of _____________ assets located at, or serving, the Property or of _____________ interest in this Agreement (where possession is not restored to _____________ within thirty (30) days; or the attachment, execution or other judicial seizure of substantially all of _____________ assets located at the Property or of _____________ interest in this Agreement (where such seizure is not discharged within thirty (30) days).

8.2. Remedies. In the event of any default or breach by _____________ of their respective obligations hereunder, the County may bring an action to enforce this Agreement and seek any and all relief available at law or in equity. _____________ shall reimburse the County for its reasonable attorney's fees and costs (including fees for expert witnesses and consultants) incurred in enforcing this Agreement.

8.3. Stipulated Damages. Any violation of a Performance Standard shall result in stipulated damages against _____________ in addition to other rights and remedies available to the County, as follows:

<table>
<thead>
<tr>
<th>Stipulated Damage Per Day For</th>
<th>Days of Unexcused Failure to Achieve Performance Standards</th>
</tr>
</thead>
<tbody>
<tr>
<td>_____________ Unexcused Failure to Archive Performance Standards</td>
<td></td>
</tr>
<tr>
<td>$100</td>
<td>1st through 14th day</td>
</tr>
<tr>
<td>$250</td>
<td>15th through 30th day</td>
</tr>
<tr>
<td>$750</td>
<td>31st through 44th day</td>
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<td>$1500</td>
<td>45th through 60th day</td>
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<td>$2000</td>
<td>61st through 74th day</td>
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<tr>
<td>$3000</td>
<td>75th through 90th day</td>
</tr>
<tr>
<td>$4000</td>
<td>91st day and beyond</td>
</tr>
</tbody>
</table>
8.4. Remedies Not Exclusive. No right, power or remedy conferred upon or reserved to any Non-Defaulting Party under this agreement or under law shall be considered exclusive of any other right, power or remedy, but such rights, powers and remedies shall be cumulative and shall be in addition to every other right, power and remedy given hereunder or now or hereafter available at law or in equity or by statute or otherwise, and every right, power and remedy given by this Agreement to any Non-Defaulting Party may be exercised from time to time and as often as occasion may arise or as may be deemed expedient, without precluding any Non-Defaulting Party's simultaneous or later exercise of any or all other rights, powers or remedies, including, by way of example, the right of the County to file a complaint with the IPCB alleging a violation of the Act and to enforce the Siting Conditions independently of this Agreement. No delay or omission of the Non-Defaulting Party to exercise any right, power or remedy arising from any default or breach hereof on the part of the Defaulting Party shall impair any such right, power or remedy or shall be construed to be a waiver of any such default or breach or any acquiescence therein.

ARTICLE 9. MISCELLANEOUS

9.1. Assignment. shall not assign its rights or obligations under this Agreement, or any siting approval the Board might issue with respect to the Pollution Control Facility pursuant to the Siting Ordinance, to any other party, except as to each other, without the consent of the County as provided in §3.1 (Operational Commitment).

9.2. Notice. Any notice to be given hereunder by either party to another shall be in writing and be sent by personal delivery, by overnight delivery service or by registered or certified mail, postage prepaid, return receipt requested, and shall be deemed communicated when delivered or after four (4) business days from the date of mailing, whichever is earlier. Notices shall be addressed as set forth below, but each party may change its address by written notice to the others in accordance with this §9.2.

To the County:
Kendall County
111 West Fox Street
Yorkville, IL 60560-1498
Attention: County Administrator

with a copy to:

Kendall County Courthouse
Office of Kendall County State's Attorney
807 W. John St.
Yorkville, IL 60560
Attention: Kendall County State's Attorney

To __________________:

-Enter Company address-
To County of Kendall
Kendall County Health Department
Office of Solid Waste Management
811 W. John Street
Yorkville, Illinois 60560

9.3. Agreement Controls - Merger Clause. This Agreement constitutes the entire agreement of the parties hereto relating to the subject matter hereof, and all prior communications, discussions, understandings and agreements are hereby merged herein.

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

9.5. Governing Law and Forum for Litigation. This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois. Any litigation filed by any party hereto against any other party hereto and involving this Agreement shall be filed in the Circuit Court for the ___ Judicial Circuit, Kendall County, Illinois. Alternative dispute resolution whether by arbitration, mediation or otherwise shall not be utilized.

9.6. Severability. The provisions of this Agreement shall be deemed to be severable, and the invalidity or unenforceability of anyone provision shall not affect the validity and enforceability of the other provisions hereof.

9.7. Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties hereto and their respective successors and assigns.

9.8. Force Majeure. No party hereto shall be deemed to be in default or to have breached any provision of this Agreement, as a result of any delay, failure in performance or interruption of services resulting directly or indirectly, from new technology that substantially reduces the amount of waste available for disposal at the Pollution Control Facility, acts of God, acts of civil or military authority, civil disturbance, war, acts or orders of any governmental entity, riots, or any governmental action that prevents ___________ from meeting its minimum guarantee set forth herein, including new laws mandating recycling that reduces waste available in the greater Chicago area for disposal at the Pollution Control Facility to a level that ___________ is unable to meet minimum quantities set forth herein, or the development of a disposal facility to service the greater Chicago area, such as a new waste to energy facility, supported by government authority through the enactment of flow control legislation. ___________ inability to satisfy the guaranteed minimum Host Community Fee due to its own actions does not constitute a force majeure event hereunder, to the extent of the volume of waste diverted to the supported disposal facility by flow control legislation. Such aforementioned government actions include, but are not limited to, restrictions on operations imposed due to noncompliance with applicable legal requirements or involuntary reduction of waste receipts by ___________ for reasons not otherwise set forth in this Agreement or any other Agreement of the parties. The closure or suspension of operations at the Pollution Control Facility by government action does not constitute a force majeure event under this §9.8 where the closure or suspension is the result of (a) a court of competent jurisdiction (or IPCB) finding that
_________ willfully or recklessly violated the Act; (b) IEPA finding in an order issued pursuant to §34 of the Act that _______ willfully or recklessly violated the Act, which order was not appealed by _______; or (c) _______ admitting to willfully or recklessly violating the Act. In the event a force majeure event does prevent _______ from meeting its guaranteed minimum Host Community Fee, _______ shall exercise commercially reasonable efforts to maximize the delivery of waste to the Pollution Control Facility.

9.9. **No Third-Party Beneficiaries.** With the exception of §§3.8 (Property Value Guarantee and Well Testing Program) and 5.5 (Third Party Claims), nothing in this Agreement, whether expressed or implied, is intended to confer any rights or remedies under or by reason of this Agreement on any persons or entities other than the parties and their respective successors and assigns, nor shall any provision give any third persons or entities any right or rights of action against any party to this Agreement.

9.10. **Authorization.** Each of the parties hereto represents to the others that the individual(s) executing this Agreement on its behalf are duly authorized and empowered to bind such party.

9.11. **Conflict of Interest.** The parties represent, to the best of their knowledge and belief, that no member or employee of the County and no other public official who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement has any direct personal or financial interest in the Agreement or in the proceeds thereof.

9.12. **County Obligations.** The County shall assist _______ in protecting the health, safety and welfare of its citizens by taking all reasonable steps within its power to offer technical and socio-economic advice to _______, where appropriate. The County shall also aid in public education concerning the process for siting a pollution control facility under the Act in a manner and to the extent which the County in its sole discretion, deems appropriate. By entering into this Agreement, however, the County does not assume any obligation, or make any representation to _______, with respect to the collection or treatment of Pollution Control Facility leachate.

9.13. **Construction.** This Agreement shall be construed without regard to any presumption or other rule requiring construction against the party causing this Agreement to be drafted.

9.14. **Agreement to Cooperate.** The parties hereto agree to take any and all actions reasonably necessary to effectuate the terms of this Agreement; provided, however, that this Agreement shall not be deemed an obligation on the County to grant any Siting Application, or to grant any such Siting Application without Siting Conditions.

9.15. **Execution of Additional Documents.** Each of the parties hereto agrees to execute and deliver to the other party any and all documents that may be necessary or appropriate to effectuate the terms of this Agreement whether on or after the Effective Date, including ratification and incorporation by reference as if set forth herein and made part of this Agreement, Siting Conditions contained in any siting approval the Board may issue with respect to the Pollution Control Facility under the Siting Ordinance, and execution and recordation of the Memorandum of Agreement referenced in §3.7 (Covenant Guarantee) of this Agreement.
9.16. **Counterparts.** This Agreement may be executed in counterparts, and each such counterpart shall constitute one and the same instrument.

9.17. **Compliance with Law.** Compliance with a statute, regulation, ordinance or other law as used herein means compliance with the current form of statute, regulation, ordinance or other law at the Effective Date or as amended thereafter.

9.18. **Legal Opinion.** On or before the Effective Date, counsel for the County, ____________, on behalf of their respective clients, shall each provide the other parties with a legal opinion that (a) the signing party has the power and authority to enter into this Agreement, (b) the person signing this Agreement on behalf of the signing party has been properly authorized to do so and (c) this Agreement has been duly authorized, executed and delivered by the signing party, constitutes the valid and binding obligation of the signing party, and is enforceable against the signing party in accordance with its terms.

9.19. **Non-Discrimination.** ____________ shall not, in the performance of this Agreement, discriminate or knowingly permit discrimination against any person on account of sex, race, age, creed, color, national origin, or political or religious opinion or affiliation and shall comply with all relevant state and federal laws concerning discrimination and equal opportunity.

9.20. **Recordation.** ____________ shall, at its sole cost and expense, cause this Agreement and such other documents legal counsel for the County reasonably deems necessary, including any document of conveyance of the Property by ____________ to ____________ as contemplated under §3.1 of this Agreement and the Recitals, to be recorded with the County Recorder.

9.21. **Reservation of Police Powers.** The County reserves all its power and authority, including the power to tax and zone the Property, including zoning authority over a landfill gas recovery system should one be installed at the Pollution Control Facility, except that the County agrees not to impose fees or taxes specific to the disposal of Solid Waste on the Property other than as provided in this Agreement. In the event the County imposes a fee pursuant to §22.15U) of the Act, 415 ILCS 5/22. 15(j), the host fee set forth above in §6.1 of this Agreement will be reduced by an amount equal to the newly imposed fee.

9.22. **Time of Essence.** Time is of the essence in this Agreement.

9.23. **Waiver.** Any waiver of a right, power or remedy under this Agreement must be in writing and accompanied by legal opinion stating (a) the signing party has the power and authority to waive the right, power or remedy under this Agreement; (b) the person(s) signing the waiver on behalf of the waiving party has been properly authorized to do so; and (c) the waiver has been duly authorized, executed, and delivered by the waiving party and constitutes the valid and binding amendment of this Agreement of the signing party and is enforceable against the signing party in accordance with its terms.

9.24. **Continuing Obligations.** Notwithstanding any provisions herein to the contrary, any continuing obligations of the County to perform under this Agreement, if any, shall be deemed to
have been fully performed 365 days following the date __________ receives an operating permit for the Pollution Control Facility from the IEPA.

9.25. **Other Host Community Agreements.** In the event the County enters into a host community agreement for a __________ with another potential applicant, and such host community agreement provides for payment of a host fee to the County that is less than that provided for in Article 6 hereof, or otherwise provides for less onerous obligations than those imposed herein, then such lesser host fee or obligations shall be applicable to this Agreement and the respective provisions of this Agreement shall be deemed modified accordingly.

9.26. **List of Attachments.**

<table>
<thead>
<tr>
<th>Description</th>
<th>Attachment</th>
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<tbody>
<tr>
<td>Legal Description of the Property</td>
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<td>Property Value Protection Agreement</td>
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<td>Domestic Well Protection Agreement</td>
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<td>Truck Traffic Plan</td>
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<td>Minimum Insurance Requirements</td>
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<td>Guaranty</td>
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**IN WITNESS WHEREOF,** the parties hereto have executed this instrument on the day and year first above written.

County of Kendall

By: __________________________

Its: _________________________

-Enter company name-

By: __________________________

Its: _________________________
KENDALL COUNTY

Ordinance No. _______

AMENDED AND RESTATE KENDALL COUNTY SITE APPROVAL ORDINANCE
FOR POLLUTION CONTROL FACILITIES

WHEREAS, as of November 12, 1981, PA. 82-682 entitled "An Act relating to the location of sanitary landfills and hazardous waste disposal sites" (415 ILCS 5/39/2) became effective and amended the "Environmental Protection Act" (415 ILCS 5/1 et seq.) (herein the "Act"), and which has subsequently been amended; and

WHEREAS, the Act restricts the authority of the Illinois Environmental Protection Agency to issue permits for the development or construction of new pollution control facilities in unincorporated areas unless the applicant submits proof to the Agency that the location of said facility has been approved by the County Board of the county in which the proposed site is to be located; and

WHEREAS, the Act requires an applicant to file an application for site approval with the County Board; and

WHEREAS, the Act requires that the County Board shall approve or disapprove the application for site approval for each pollution control facility which is subject to the Act; and

WHEREAS, by its terms, the Act supersedes local zoning and land use ordinances and requires the County Board to evaluate applications for site approval for pollution control facilities as outlined in Kendall County Solid Waste Plan 2010-2015 pp. 6-7 in accordance with the following criteria, and to grant site approval only if the criteria are met:

1. The facility is necessary to accommodate the waste needs of the area it is intended to serve;

2. The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;

3. The facility is located so as to minimize incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property;

4. (a) for a facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100 year flood plain or the site is flood-proofed; (b) for a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100 year floodplain, or if the facility is a facility described in subsection (b) of Section 22.19a, of the Act the site is flood-proofed;
5. The plan of operations for the facility is designed to minimize the dangers to the surrounding area from fire, spills, or other operational accidents;

6. The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows;

7. If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release;

8. If the facility is to be located in a county where the County Board has adopted a solid waste management plan, the facility is consistent with that plan; and

9. If the facility will be located within a regulated recharge area, any applicable requirements specified by the Illinois Pollution Control Board for such areas have been met;

provided, however, that this Ordinance governs applications for site location approval of new pollution control facilities as defined by the Act. To the extent a facility described in an application proposes to handle or manage material that is not a waste, or proposes to conduct an activity which is excluded from the Act’s definition of a pollution control facility, or proposes to conduct an activity which does not require a permit from the Illinois Environmental Protection Agency, this Article does not govern the application, and authorization to locate such a facility shall be determined by other provisions in the County’s Code of Ordinances, including but not limited to those related to zoning, special use, building or environmental requirements, as applicable, and

WHEREAS, the Act authorizes the County Board to also consider as evidence the previous operating experience and past record of convictions or admissions of violations of the applicant (and any subsidiary or parent corporation) in the field of solid waste management when considering criteria (ii) and (v) of 415 ILCS 5/39.2(a); and

WHEREAS, the Act requires that an applicant shall file as part of its application: (1) the substance of the applicant’s proposal; and (2) all documents, if any, submitted as of the date of the application to the Illinois Environmental Protection Agency pertaining to the proposed facility, except trade secrets as determined under 415 ILCS 5/7.1; and

WHEREAS, the Act requires the County Board to hold at least one public hearing to commence no sooner than 90 days but no later than 120 days from receipt of the application for site approval, such hearing to be preceded by published notice in a newspaper of general circulation published in the county of the proposed site, and notice by certified mail to all members of the General Assembly from the district in which the proposed site is located, and to the governing authority of every municipality contiguous to the proposed site, and to the Illinois Environmental Protection Agency; and

WHEREAS, the Act provides that members or representatives of the governing authority of every municipality contiguous to the proposed site, and members or representatives of the County Board, may appear at and participate in public hearings related to any application for site approval, and;
WHEREAS, the Act provides that the public hearing shall develop a record sufficient to form the basis of appeal of any decision, and that appeals shall be based exclusively on the record made before the County Board; and

WHEREAS, the Act provides that any person may file a written comment with the County Board concerning the appropriateness of the proposed site for its intended purpose; and that the County Board shall consider any comment received or postmarked not later than 30 days after the date of last public hearing; and

WHEREAS, pursuant to this Ordinance the County Board shall also consider any post-hearing memorandum submitted by the applicant and received or postmarked not later than 30 days after the date of the last public hearing; and

WHEREAS, decisions of the County Board with respect to applications for location approval for such facilities are quasi-judicial determinations, and therefore are required to be based solely upon the evidence received at said public hearing, the written comments from persons received or postmarked not later than 30 days after the date of last public hearing and, pursuant to this Ordinance, the applicant's post-hearing memorandum, if any, received or postmarked not later than 30 days after the date of last public hearing; and

WHEREAS, the Act requires that decisions of the County Board regarding such matters are required to be in writing specifying reasons for the decision, and shall be made within 180 days after the receipt for site approval has been filed; and

WHEREAS, the Act provides that if no final action is taken by the County Board within 180 days after the filing of the application for site approval, the applicant may deem the application approved, but the Act does not prohibit the applicant and the County Board from agreeing to extend the time period for final action by the County Board; and

WHEREAS, the Act provides that the County Board, in granting approval for a site, may impose such conditions as may be reasonable and necessary to satisfy the purposes of the Act as long as those conditions are not inconsistent with regulations imposed by the Illinois Pollution Control Board; and

WHEREAS, it is apparent to the County Board that unless the information submitted by each applicant for siting approval and by other persons can be evaluated by qualified professionals, including but not limited to engineering and legal professionals, the County Board cannot accomplish what the legislature has mandated; and that the employment of such qualified professionals will impose a financial burden upon the County; and that because it would be impossible for the County Board to anticipate in any given year whether any or how many applications for approval of pollution control facilities may be filed in Kendall County, the County Board cannot justify the employment of those competent professionals as salaried employees; and it is assumed the legislature was cognizant of those facts; and

WHEREAS, recognizing that a single county should not bear the substantial financial burden of the cost of determining the appropriateness of such a regional facility, said Act provides that a county may impose a reasonable fee upon an applicant to cover reasonable and necessary costs incurred in the siting review process; and

WHEREAS, in order to protect the public interest and to promote the orderly conduct of the hearing process and to insure that full and complete information is made available to the
County Board, it is necessary that procedures be established for conducting the public hearings and making decisions regarding site approval applications; and

WHEREAS, the terms of this Ordinance do not constitute or imply a policy decision by the County concerning siting pollution control facilities of any kind within the County but exist to guide the County in the fulfillment of its statutory duties with respect to applications for site location approval, and therefore

BE IT RESOLVED by the County Board of Kendall County, Illinois that the following procedures shall be established with respect to applications for site approval for pollution control facilities which are subject to Section 39.2 of the Act (415 ILCS § 5/39.2):

Article 1
DEFINITIONS

1.1 The terms used in these procedural rules and regulations shall have the same meanings as the same terms are defined in the Act, in effect as of the date hereof and as said Act may be amended or modified from time to time, except where otherwise specifically defined herein. Defined terms in this Ordinance need not be capitalized to have the meaning proscribed to them herein or in the Act.

1.2 Applicant, as used herein, shall include any person, group of persons, beneficiaries of a trust, partnership, firm, association, corporation, company or organization of any kind that files an application for site approval pursuant to this Ordinance, including, but not limited to, any and all persons or entities having any pecuniary interest in the subject matter of the application for site location approval, provided, however, that this definition shall not include holders or owners of less than five percent (5%) of the stock of any such company or entity whose stock is publicly traded on a national exchange.

1.3 Operator, as used herein, shall include any person, group of persons, beneficiaries of a trust, partnership, firm, association, corporation, company or organization of any kind that is designated or identified in an application for site approval pursuant to this Ordinance to operate the proposed facility, provided, however, that this definition shall not include holders or owners of less than five percent (5%) of the stock of any such company or entity whose stock is publicly traded on a national exchange.

Article 2
FILING OF APPLICATION

2.1 A minimum of thirty (30) complete copies of applications for site approval shall be filed in the office of the County Clerk by the applicant. All exhibits that the applicant wishes to have considered as evidence by the County Board must be attached to the application for site approval at the date of filing. The applicant shall also provide at least one (1) copy to the governing authority of each municipality, if any, contiguous to the proposed site, and to the governing authority of each municipality within five (5) miles of the borders of the proposed site.

2.2 All applications shall be in writing on eight and one-half inch by eleven inch (8 1/2" x 11"), eight and one-half inch by fourteen inch (8 1/2" x 14"), or eleven inch by seventeen inch (11" x 17") paper, and shall also be submitted in an electronic P.D.F. format. All exhibits shall likewise be made available both in paper and electronic formats.
The pages of the application and all exhibits, including pages intentionally left blank, shall be consecutively numbered.

2.3 Upon receipt of any such application and the filing fee as provided in Section 3.1, the County Clerk shall date stamp same. The date on the stamp of the County Clerk shall be considered the official filing date for all purposes relating to the time of filing. Should the application be presented to the County Clerk without the correct number of copies, in the incorrect form, or without the sections and fee described in this subsection, the application shall be rejected by the County Clerk, provided, however, that receipt and acceptance of an application by the County Clerk is pro forma, and does not constitute an acknowledgment that the applicant has complied with the Act or this Ordinance.

2.4 Three copies of the application for site approval shall be made available for public inspection in the offices of the County Clerk and members of the public shall be allowed to obtain a copy of the application or any part thereof upon payment of actual costs of reproduction to the County Clerk. The remaining copies of the application shall be delivered by the County Clerk to the County Board offices for distribution to the County Board members and County staff. The County Clerk shall also cause the electronic version of the application to be posted, in its entirety, in a publicly accessible area on the County’s web site.

2.5 Copies of each application for site approval shall also be made available for public inspection in each public library within five (5) miles of the proposed facility. It shall be the responsibility of the applicant to identify all such libraries and to make such copies available.

2.6 At any time prior to the completion by the applicant of the presentation of the applicant’s factual evidence and an opportunity for cross-questioning by the members of the County Board and any other Participants, the applicant may file not more than one amended application for site approval upon payment of an additional fee as set forth in Section 3.1 of this Ordinance. In the event an amended application is filed, the time limitation for final action as set forth by the Act shall be extended for an additional period of ninety (90) days from the date of filing of the amended application.

2.7 The application for site approval shall contain a certification signed by an officer or partner of the applicant stating “I certify under penalty of law that, based on information and belief formed after reasonable inquiry, the statements and information provided in the siting application are true, accurate, correct and complete.”

2.8 Withdrawal of Application. An application for site approval may be withdrawn by a siting applicant under the following circumstances:

1. The applicant may, at any time before the public hearing called for by Article 8 hereof begins and upon notice filed with the County Clerk, withdraw the application for siting approval.

2. After the commencement of the public hearing, and up to the date said hearing is closed in accordance with §8.5.16 of this Ordinance, the applicant may withdraw the application for siting approval only upon terms fixed by the Hearing Officer, on a motion specifying the ground for withdrawal, which shall be supported by affidavit or other proof.
3. An applicant may not withdraw an application for siting approval after the close of the public hearing in accordance with §8.5.16 of this Ordinance.

Article 3
FILING FEE

3.1 There shall be paid to the County Clerk for delivery to the County Treasurer, for deposit in a segregated siting application fund, at the time of the filing of an application for site approval a fee of $500,000 (Five Hundred Thousand Dollars), by certified or cashier's check. In the event an amended application is filed pursuant to Section 2.3 of this Ordinance, an additional filing fee of $250,000 (Two Hundred Fifty Thousand Dollars) shall accompany said amended application. A fee of $1,000,000 (One Million Dollars) is required if said facility is designed as a Hazardous Waste Treatment, Storage or Disposal Site. In the event an amended application for a Hazardous Waste facility is filed pursuant to Section 2.3 of this Ordinance, an additional fee of $500,000 (Five Hundred Thousand Dollars) shall accompany such amended application. The County Treasurer is hereby authorized and directed to receive and hold said filing fee until payment is directed as described below.

3.2 In the event the applicant for site approval requests approval for a waste transfer station only, a reduced application fee in the amount of $125,000.00 (One Hundred Twenty-Five Thousand Dollars) will be accepted to cover notice costs, court reporter costs, hearing officer costs and other expenses incurred by the County in conducting the review of the application for site approval, the subsequent public hearing, and the site approval decision.

3.3 The County Board may, at its discretion, retain the services of one or more professional consultants to assist the Board and County staff in the siting process. The County Board shall use the filing fee to pay any costs and expenses incurred by the County as a result of the application for site approval and the hearing process set forth herein, including, but not limited to, the fees and costs of: County employees or staff review time, legal fees, expert witnesses, scientific testing, records or other investigations, data searches, notices, court reporters, transcription costs, consultants, the hearing officer, other expenses incurred by the County in conducting the review of the application, the public hearing, and the County's site location decision, or any issue raised at any time during any hearing, to pay any costs incurred in any appeal(s) of any decision of the County Board related to the application and to pay any other cost or expenses in any way connected with the application, including, but not limited to, remand hearings.

3.4 Records of County-incurred fees and costs, including but not limited to relevant time records of County employees and staff and County consultants, to the extent the County is seeking reimbursement of their time, are to be submitted by the persons creating such records to the County Treasurer on a monthly basis.

1. The County Treasurer, or his/her designee, shall organize the records and prepare and submit periodic reports to the County Board, County Clerk and the applicant, of invoices to or expenditures by the County. The actual invoices and bills shall be submitted to the County Treasurer and included in the report submitted to the County Board, County Clerk and Applicant, with all privileged and confidential information, if any, redacted. Inadvertent disclosure of confidential or privileged information by the County is not a waiver of confidentiality or privilege.
2. Upon approval of each report, described in subsection (a), above, by the County Board, the County Treasurer may draw upon the applicant's filing fee deposits in the amount of the reported incurred costs and fees, or as otherwise provided by the County Board.

3. In determining the fees to be paid to the County to reimburse the County for its employees or staff time involved in matters concerning the application, the County Treasurer shall determine a rate for each employee who submits a record of his/her time to the County Treasurer, including in such rate, all costs of the County in compensating such employee or staff member, such as salary or wage, or benefits. The County Treasurer shall include the rate he/she calculates per employee in the report described in (a) above.

3.5 If the costs incurred by the County under this Article 3 exceed, or are reasonably estimated to exceed, the amount of the filing fee then remaining on deposit, the County shall present a claim to the applicant for the excess, and for such additional amount as is reasonably estimated to be needed to complete the siting process. Payment of this excess is due within five (5) business days of the date the claim is presented to the applicant. Any unpaid amount shall constitute a debt and the County shall recover its costs and attorneys' fees if it is required to make a claim or commence a suit against the applicant and to recover the unpaid fees.

Upon termination of all proceedings hereunder, the County Treasurer shall prepare a final accounting and summary of all bills and expenses which shall be presented for approval to the County Board. Any portion of the filing fee deposits that remains unexpended at the conclusion of the local site location review process (including all appeals), shall be returned to the Applicant.

3.7 In addition to any other filing fee as set forth above, the applicant shall deposit, at the time of filing, a siting appeal fee in the amount of $150,000 (One Hundred Fifty Thousand Dollars), to be paid to the County Clerk for delivery to the County Treasurer, for deposit in a segregated siting appeal fund, by certified or cashier's check. The County Treasurer is hereby authorized and directed to receive and hold said appeal fee until all costs, fees and expenses associated with any appeal of any decision of the County of the siting application are paid in full. This shall include any attorney fees incurred by the County as a result of an appeal. In the event the decision of the County is not appealed, the fee shall be returned to the Applicant 60 days after the last day an appeal can be taken by any party.

Article 4
CONTENTS OF APPLICATION FOR SITE APPROVAL

4.1 Each application for site approval shall contain information sufficient to allow the County Board to evaluate whether the proposed site meets the criteria for such facilities set forth in Section 39.2 of the Act. The determination of the quality and quantity of information to be included in an application is, ultimately, the applicant's to make, as it is the applicant's burden to demonstrate that the siting criteria set forth in Section 39.2 of the Act are met. However, for purposes of this Ordinance, an application shall contain, at a minimum, the following documents and information, in addition to what the applicant submits in support of the Section 39.2 criteria, together with, to the extent that such documents and information are based on other information or data, citations to the primary sources of data:
4.2 **Background of Applicant.** The application for site approval shall contain the following information concerning the applicant.

1. Applicant's full name, address, and telephone number. If applicant is a partnership or limited partnership, the names and addresses of each partner and limited partner.

2. If applicant is a trust, the name(s) and address(es) of each beneficiary.

3. If applicant is a corporation or is a limited partnership having a corporation as its general partner:
   a. the names and addresses of all officers, directors, all stockholders owning five percent or more of the capital stock of the corporation and the name, address, and telephone number of the corporation and the registered agent of the corporation;
   b. certified copy of the Articles of Incorporation or Organization in the State of Illinois or, if incorporated or organized in a state other than Illinois, a certified copy of its authorization to do business in the State of Illinois; and
   c. the most recent annual report.

4. If applicant is a corporation or is a limited partnership having a corporation as its general partner and more than five (5) percent of such corporation's capital stock is owned by another corporation, either directly or derivatively, then the requirements of this section shall apply to such corporation.

5. A list of any and all court actions or administrative proceedings of any kind in which the applicant (including all persons and entities identified in Section 1.2 hereof) is or has been a named party and the subject matter of which was related to waste collection, hauling or disposal. Such list shall identify the court or agency, the number of the case, and a brief summary of the facts and disposition of the case.

6. A description of the previous operating history of the applicant in the field of solid waste management, including all pollution control facilities as defined in the Act, and all operations relating to the transport, transfer, storage or disposal of waste, owned or operated by the applicant in the United States at any time during the fifteen (15) years prior to the filing of the application, including but not limited to:
   a. the name of each facility.
   b. a description of the nature of each facility (i.e., sanitary landfill, hazardous waste landfill, construction and demolition debris site, transfer station, recycling facility, composting facility, etc.).
c. a description of the applicant's involvement in each facility (i.e., investor, owner, operator, co-operator, etc.).

d. an identification of the volume of waste deposited in, on or at each such facility or processed by each such facility for each of the five (5) years preceding the filing of the application.

e. a description of each court action or administrative proceeding initiated against the applicant (including all persons and entities identified in Section 1.2 hereof) related to each such facility, or complaint, notice of violation or citation received by the applicant related to each such facility, along with an identification of the court or administrative agency in which or by whom any such proceeding was initiated, if any, and a description of the outcome or resolution of each such complaint or proceeding.

f. A description of any closure or post-closure activities undertaken by any person at each such facility within the five (5) years preceding the filing of the application.

7. With respect to each individual named in the application for site approval, said application for site approval shall state the prior employment history and qualifications of such person as it relates to the proposed site operation.

8. If the applicant (including all persons and entities identified in Section 1.2 hereof) has previously closed any facility regulated by the United States Environmental Protection Agency or the Illinois Environmental Protection Agency, the applicant shall make available a copy of all closure documents, including, but not limited to financial assurance documents, related to such closure. The terms of this paragraph shall apply to facilities which were owned or operated by a corporation, partnership or limited partnership of which the applicant was the owner of more than five (5) percent of the ownership interest of the corporation, partnership or limited partnership which owned or operated the facility.

9. A description of all claims made by the applicant within the five (5) years prior to the date of the application under or against any policy of insurance which covers, or is alleged by the applicant to cover, claims against the applicant related to any waste collection, hauling or disposal activities.

4.3 **Background of Operator.** The application for site approval shall contain the following information concerning the operator of the proposed facility.

1. Operator's full name, address, and telephone number. If operator is a partnership or limited partnership, the names and addresses of each partner and limited partner.

2. If applicant is a trust, the name(s) and address(es) of each beneficiary.
3. If operator is a corporation or is a limited partnership having a corporation as its general partner:

a. the names and addresses of all officers, directors, all stockholders owning five percent or more of the capital stock of the corporation and the name, address, and telephone number of the corporation and the registered agent of the corporation; and

b. certified copy of the Articles of Incorporation or Organization in the State of Illinois or, if incorporated or organized in a state other than Illinois, a certified copy of its authorization to do business in the State of Illinois; and

c. the most recent annual report.

4. If operator is a corporation or is a limited partnership having a corporation as its general partner and more than five (5) percent of such corporation's capital stock is owned by another corporation, either directly or derivatively, then the requirements of this section shall apply to such corporation.

5. A list of any and all court actions or administrative proceedings of any kind in which the operator (including all persons and entities identified in Section 1.2 hereof) is or has been a named party and the subject matter of which was related to waste collection, hauling or disposal. Such list shall identify the court or agency, the number of the case, and a brief summary of the facts and disposition of the case.

6. A description of the previous operating history of the operator in the field of solid waste management, including all pollution control facilities as defined in the Act, and all operations related to the transport, transfer, storage or disposal of waste, owned or operated by the operator in the United States at any time during the fifteen (15) years prior to the filing of the application, including but not limited to:

a. the name of each facility.

b. a description of the nature of each facility (i.e., sanitary landfill, hazardous waste landfill, construction and demolition debris site, transfer station, recycling facility, composting facility, etc.).

c. a description of the operator's involvement in each facility (i.e., investor, owner, operator, co-operator, etc.).

d. an identification of the volume of waste deposited in, on or at each such facility or processed by each such facility for each of the five (5) years preceding the filing of the application.

e. a description of each court action or administrative proceeding initiated against the operator (including all persons and entities identified in Section 1.2 hereof) related to each such facility, or
complaint, notice of violation or citation received by the operator related to each such facility, along with an identification of the court or administrative agency in which or by whom any such proceeding was initiated, if any, and a description of the outcome or resolution of each such complaint or proceeding.

f. A description of any closure or post-closure activities undertaken by any person at each such facility within the five (5) years preceding the filing of the application.

7. With respect to each individual named in the application for site approval, said application for site approval shall state the prior employment history and qualifications of such person as it relates to the proposed site operation.

8. If the operator (including all persons and entities identified in Section 1.2 hereof) has previously closed any facility regulated by the United States Environmental Protection Agency or the Illinois Environmental Protection Agency, the applicant shall make available a copy of all closure documents, including, but not limited to financial assurance documents, related to such closure. The terms of this paragraph shall apply to facilities which were owned or operated by a corporation, partnership or limited partnership of which the operator was the owner of more than five (5) percent of the ownership interest of the corporation, partnership or limited partnership which owned or operated the facility.

9. A description of all claims made by the operator within the five (5) years prior to the date of the application under or against any policy of insurance which covers, or is alleged by the operator to cover, claims against the operator related to any waste collection, hauling or disposal activities.

4.4 Site Description. The application for site approval shall contain the following information concerning the description of the proposed site:

1. Legal description of the proposed site.

2. Vertical height (elevation-mean sea level (msl)) of site as it exists at the time of the application and vertical height (elevation-msl) of the site as it is expected to exist upon closure.

3. Name, address, and telephone number of each owner(s) (including, if applicable, beneficial owners) of the property. The requirements of Section 4.2 shall apply to owners of the property and such information should be provided at the time the application for site approval is filed by applicant.

4. If the site is not owned by the applicant, then documents granting to the applicant the right to develop the site for the proposed use must be attached to the application for site approval by the applicant.
5. A map, prepared and certified by an Illinois licensed professional engineer, of sufficient size, showing, but not limited to:

a. location of the site;

b. location and depths of all public and private water wells within five (5) miles of the boundaries of the proposed site and such other wells as may be affected by the proposed use (to the extent such information is available, the Application shall also contain well construction details and, if applicable, well closure information);

c. location of all aquifers, streams, ponds, rivers and lakes and such bodies of water as may be affected by the proposed use;

d. location of all roads and bridges and transportation structures that may be affected by the proposed use; and

e. location of all fences, buildings or other structures within the proposed site and within 500 feet of the boundaries of the proposed site and all other structures that may be affected by the proposed use.

f. locations of all groundwater monitoring wells in place at the site as of the date of filing of the application.

6. A complete hydrogeologic study of the site by a qualified hydrologist, including but not limited to:

a. Studies completed by any federal or state agency;

b. General description of the hydrogeologic conditions of the site and the surrounding area, based on an exploratory program including soil borings;

c. Detailed description of all known or suspected drinking water aquifers located within three (3) miles of the site;

d. A complete log of each boring made during the exploratory program, including but not limited to:

(1) Textural soil classification (USCS);

(2) Particle size distribution for representative samples;

(3) Coefficient of permeability based on field and laboratory determinations; and

(4) Ion-exchange capacity and ability to absorb and fix heavy metal ions.

e. If bedrock was encountered:
(1) Depth of bedrock;

(2) Physical character and hydrogeologic characteristics of the bedrock formation; and

(3) Names and ages of the formation encountered.

7. Information on any existing surface or sub-surface mining on the site and within any area that may be affected by the proposed use, including but not limited to:
   a. Legal description of areas mined;
   b. Materials removed by mining; and
   c. Approximate size of displacement.

8. Information on any other activity that has occurred on the site in which the natural condition of the soil or support of the surface has been disturbed.

4.5 Proposed Service Area/Volume. The application for site approval shall contain the following information concerning the proposed service area for the proposed site:

1. A description of the geographic area that the proposed site is intended and designed to serve.

2. A statement identifying the location of each active Pollution Control Facility ("PCF") within the proposed service area and within 50 miles of the perimeter of the proposed service area, providing the following information:
   a. The PCF shall not be a landfill in whole or in part.
   b. If the PCF is a transfer station:
      (1) Permitted/allowed throughput capacity of the PCF, in tons or tons per operating day;
      (2) Owner and operator; and
      (3) Classification of permit.

3. Complete documentation of the facts and reasons supporting applicant's assertion that the proposed facility is necessary to accommodate the waste needs of the proposed service area.

4.6 Site Development Plan. The application for site approval shall contain the following information concerning the Site Development Plan:
1. A detailed topographic map of the site as it exists at the time of the application for site approval, prepared and certified by an Illinois licensed professional engineer, drawn to a scale of not less than 1" = 200', showing:
   
a. Five-foot contour intervals on sites, or portions thereof, where the relief exceeds 20 feet, and two (2) foot contour intervals on sites, or portions thereof, having less than 20 feet of relief; and

b. Location of all buildings, ponds, streams, wooded lots, bedrock outcrops, underground and overhead utilities, roads, fences, culverts, drainage ditches, drain tiles, easements, streets, boundaries, areas previously mined or where soil has been disturbed from its natural condition, the location and elevations of borings made under Section 4.3 hereof, and any other item that may be affected by the proposed use.

2. A detailed topographic map of the site as it is to be developed, prepared and certified by an Illinois licensed professional engineer/surveyor, drawn to a scale of not less than 1" = 200', showing the same types of information as the map in Section 4.5(1), and more specifically:
   
a. Location and description of all monitoring devices which will be utilized on the site;

b. Location and description of all leachate collection systems to be installed at the site; and

c. Location of all buildings and equipment to be utilized by the proposed use.

3. A description of the proposed landscaping plan and facility screening.

4. A statement of the approximate period of time for which the proposed facility will be in operation.

4.7 Operating Procedures. The application for site approval shall contain the following information concerning the operating procedures for the proposed facility if applicable to the type of proposed PCF:

1. Detailed operating procedures for the facility;

2. Specific details for the following items:
   
a. Personnel requirements; including training and supervision;

b. Traffic control on and in the vicinity of the site;

c. Method of determining the quantity and characteristics of waste delivered to the facility;
d. Method of inspection and chemical analysis of waste;

e. Method of landfilling, incineration, resource recovery or other process;

f. Hours of operation, including waste placement and non-waste placement operating hours;

g. Litter, vector, vermin, dust and odor control;

h. Stormwater management and erosion control;

i. Fire control;

j. If applicable, the stages of development or use;

k. Landfill gas control, monitoring, recovery/re-use program, as applicable;

l. Leachate control, collection and treatment;

m. Overlay of on-site wetlands and mitigation plan;

n. Truck tarping and road maintenance program.

3. Specific details for the following items:

a. Identification of the specific types of wastes which the applicant plans to accept for disposal or processing at the proposed site classified according to the definitions set forth in the Illinois Environmental Protection Act. (415 ILCS § 5.3 et seq.);

b. Identification of the proposed yearly volumes of each type of waste identified in response to Article 4.6(3) above which the applicant expects to dispose of or process, or reasonably anticipates disposing of or processing, at the proposed site through the end of the expected life-span of the proposed site.

4.8 Closure/Post-Closure Plan. The application for site approval shall contain a detailed plan for voluntary or involuntary closure of the proposed facility, including, but not limited to, the following information:

1. A detailed topographic map of the site as it will appear at the time of closure, prepared and certified by an Illinois licensed professional engineer, drawn to a scale of not less than 1" = 200' showing the same types of information as the map in Section 4.5(1), and more specifically:

a. Location and description of all monitoring devices which will be utilized on the site after closure;
b. Location and description of all leachate and landfill gas collection and control systems to be installed at the site; and

c. Location of all buildings and equipment that will remain after closure;

d. Sequence/timing of closure for completed site area(s).

2. Final cover system, including proposed soil and/or geosynthetic material specifications, as applicable.

3. Proposed use(s) after operation (i.e., end-use plan) including changes in topography and all new surface features, and plans for how site controls and engineered features will be compatible with end use plan(s).

4. Satisfactory evidence of financial assurance adequate to insure the implementation of the closure plan and the performance of all applicable closure/post-closure requirements.

4.9 The application for site approval shall include information on contingency and emergency plans, including, but not limited to:

1. List of possible emergency situations which might occur at or near this facility which might affect the operations of the facility, including, but not limited to, explosion, fire, spills, power outages, tornadoes, and vandalism.

2. The applicant's plan to insure against risks of injury to the person and property of others, including copies of insurance policies or commitment letters.

3. A summary of measures that the applicant will take to limit site access and other appropriate site security measures to prevent acts of vandalism and terrorism.

4.10 Flood Plain. There shall be filed with the application for site approval:

1. A statement that the facility is within or outside the 100-year flood plain as determined by the Federal Emergency Management Agency.

2. A map prepared and certified by an Illinois licensed professional engineer documenting the boundaries of the 100-year flood plain.

3. If the site is not a sanitary landfill or waste disposal site, and is within the 100-year flood plain, there shall be filed:

   a. Evidence that the site has been flood-proofed to meet the requirements of the Federal Emergency Management Agency and the requirements of any other federal or state agency; and

   b. Evidence of approval by applicable federal and state agencies.
4.11 Traffic Patterns. There shall be filed with the application for site approval:

1. A map of the county, prepared by an Illinois licensed professional engineer, showing the roads which will be used to transport material to and from the site.

2. A traffic impact study showing the present traffic flows on said roadways and the impact that the traffic generated by the facility will have thereon. The traffic study shall be in accordance with guidelines recommended by the Institute of Transportation Engineers regarding the proposed site, and shall include, at a minimum, the following information:

   a. The anticipated number of motor vehicles and the types and weights (loaded and empty gross) thereof which will be entering and exiting the site, broken down by each hour of the day. If the number of vehicles is expected or intended to be greater or less on particular days of the week, identify those days, the numbers of vehicles, and where it includes vehicles other than passenger automobiles, include the hourly analysis for each day of the week.

   b. Direction of flow of traffic, into, within and from, the proposed facility, and provide a copy of any driveway permit, if applicable.

   c. A statement of the speed limits and load limitations of any and all roads and bridges that will be utilized by traffic entering and exiting the site;

   d. Ascertifiable accident history data compiled for roads and intersections within 2 miles of the site.

   e. Detailed design plans for any roadway improvements, modifications proposed by the applicant to mitigate traffic impacts, if applicable.

4.12 The application shall be signed by the applicant, landowner(s), operator, engineer registered in the State of Illinois under the Illinois Professional Engineering Practice Act, land surveyor and any other technical consultant responsible for drafting all or portions of the application. The application shall provide a contact address, telephone number and e-mail address for all persons named.

Article 5
PARTICIPANTS

5.1 The Applicant is a Participant.

5.2 The County, its employees and staff, and any experts, consultants, investigators or attorneys hired by the County with the advice and consent to review, investigate, present at hearing, or otherwise work for the County concerning the application, are Participants. To the extent the County employees and staff wish to participate in the public hearings outside their
roles or employment with the County, they must submit a Notice of Participation, as do other members of the public.

5.3 Any person other than described in 5.1 and 5.2 above, must file a written notification of intent to participate (Notice of Participation), with the County Clerk before the start of the first day of public hearing or, after the start and before the adjournment of the first day of public hearing, with the Hearing Officer. Such notification shall state, at a minimum:

1. The name, address daytime phone number and, if available, facsimile number of the person filing the Notice of Participation;

2. Whether the person will be participating on his/her own behalf or as a representative/spokesperson of another person or entity (and if on behalf of another person or entity, identify the name of that person or entity);

3. Whether the person (or the entity or association he/she represents) will be represented by an attorney during the public hearings, and

4. Whether the person intends on providing oral testimony or comment during the public hearing.

5.4 A person may not become a Participant after the first day of the hearing except for good cause shown. The County shall liberally interpret this limitation if the additional participation shall not delay the process or unfairly prejudice a prior Participant. No late Participant shall be entitled to cross-examine a witness who has previously testified.

5.5 Participant rights.

1. Participants have the right to present sworn testimony and witnesses; provide un-sworn, oral comment during the public hearing (subject to the Hearing Officer's judgment and consistent with fundamental fairness); to cross-examine or question witnesses who provide sworn testimony or, alternatively, submit to the Hearing Officer written questions to be asked of the witnesses by the Hearing Officer and at the Hearing Officer's discretion as to whether and how such questions are to be posed.

2. Participants shall have the right to be represented by a licensed attorney-at law at the public hearing(s). Any attorneys representing a Participant must be licensed and in good standing to practice law in the State of Illinois, or if licensed and in good standing to practice law in another State which is part of the United States, shall be allowed to serve as an attorney for a Participant upon motion made to and granted by the Hearing Officer. Subject to the authority of the Hearing Officer, such attorneys shall have the right of reasonable cross-examination. Any Participant not represented by an attorney shall also have the right to reasonable cross-examination of witnesses.

3. Subject to the Hearing Officer's right to extend filing deadlines as set forth in Article 7, all reports, studies, exhibits or other evidence or copies thereof, other than testimony, which any Participant desires to submit for the record at the public hearing must be filed with the County Clerk at
least seven (7) calendar days before the public hearing and shall be available for public inspection in the office of the County Clerk. In the event that the seventh day prior to the date set for public hearing falls on a Saturday, Sunday or holiday, the next working day shall be considered the day that reports, studies and exhibits must be filed. The formatting requirements set forth in Article 2 hereof, including submittal of electronic versions of all materials, shall apply to Participants, provided, however, that Participants shall be required to file only fifteen (15) paper copies and one (1) electronic copy. One paper copy shall be provided by the County Clerk to the applicant.

4. The County Clerk shall cause all Participant submittals in electronic format to be posted on the County's web site, in the same manner and location as provided for the application.

5. Upon conclusion of the public hearing, any Participant may submit to the County Board a post-hearing memorandum addressing the siting criteria set forth in Section 39.2(a) of the Act (415 ILCS § 5/39.2(a)), as well as any other issue relevant to the proceeding. The post-hearing memorandum shall be based on the record developed during the siting approval process. Any such post hearing memorandum must be submitted within 30 days after the date of the last public hearing, by filing 8 copies with the County Clerk who shall receive and date stamp the post-hearing memorandum, which shall be made part of the record of the public hearings and the County Board shall consider any such timely submitted post-hearing memorandum in making its final determination. The post-hearing memorandum shall be limited to no more than 25 pages in length.

Article 6
PUBLIC COMMENT

6.1 The County Clerk shall receive and date stamp written comments from any person concerning the appropriateness of the proposed site for its intended purpose.

6.2 Copies of written comments shall be made available for public inspection in the offices of the County Clerk, and members of the public shall be allowed to obtain a copy of any written comments upon payment of actual cost of reproduction.

6.3 Subject to the Hearing Officer's authority to impose reasonable limits on the timing and duration of un-sworn oral comments, as set forth in Article 7 of this Ordinance, any member of the public shall have the opportunity to submit such oral comments during the course of the public hearing. Oral comments shall be transcribed in the same manner as sworn testimony and shall become part of the record of the public hearing.

6.4 Any written comment received by the County Clerk postmarked not later than 30 days after the date of the last public hearing, shall be made part of the record of the public hearings as hereinafter described and the County Board shall consider any such timely written comments and post-hearing memorandum in making its final determination. In the event that the 30th day falls on a Saturday, Sunday, a Federal, State or Kendall County holiday, the next day
on which mail is received by the Kendall County Clerk shall be considered the 30th day for purposes of this paragraph.

**Article 7**

**HEARING OFFICER**

7.1 **HEARING OFFICER.** The County Board Chairman, with the advice and consent of the County Board, shall appoint a Hearing Officer to govern the proceedings under this Ordinance.

1. The Hearing Officer shall be a licensed attorney in the State of Illinois, skilled in matters of trial or administrative hearing procedures.

2. The Hearing Officer shall be authorized to perform the following functions:

   a. To preside over the siting hearing and be responsible for ruling on preliminary motions, evidentiary issues, objections or any other contested legal issues.

   b. To make any decisions concerning the manner in which the hearing is conducted subject to this Ordinance and the law concerning such applications. All decisions and rulings shall be in accordance with the concept of fundamental fairness (unless a different standard is adopted as a matter of Illinois law), but need not be in strict compliance with the Illinois Supreme Court Rules, Illinois Code of Civil Procedure, or any local rules of evidence governing a civil judicial trial in the State of Illinois, County of Kendall, provided, however, that the rules relating to privileged communications and privileged topics shall be observed.

   c. To conduct a fair hearing, to take all necessary actions to avoid delay, to maintain order and to ensure development of a clear, complete and concise record.

   d. To administer oaths and affirmations.

   e. To conduct a public meeting, prior to the start of the public hearings, to explain the public hearing procedure and site location review process. If the Hearing Officer decides to hold such a meeting, it shall be held no sooner than the ninetieth (90th) day from the date the Petition was filed, and notice shall be given in a newspaper of general circulation one week prior to the meeting (or alternatively, as part of the first published notice of the hearing) and such notice shall expressly state that it is an informational meeting concerning the procedure to be used at the public hearing and the site location review process, and that it is not a public hearing at which evidence will be taken for purposes of making a determination in accordance with this Ordinance and the Act.
f. To arrange for the presence of a certified court reporter to attend and transcribe the conduct of all public hearings for the public record.

g. To require a witness or person presenting un-sworn public comment to state his/her position either for, against, or undecided with respect to the proposed facility.

h. To examine a witness and direct a witness to testify.

i. To establish reasonable limits on the duration of the siting hearing consistent with the Act and this Ordinance, including but not limited to the reasonable limitation of sworn testimony, un-sworn oral comment, direct and cross-examination of any witnesses, and the limitation of repetitive or cumulative testimony and questioning.

j. To allow the introduction of late-filed evidence, be it written or testimonial, on behalf of any Participant, provided good cause is shown for the late-filing, the evidence is offered in and is relevant to the rebuttal portion of the Participant's case, and the evidence was filed with the County Clerk at least one day before the public hearing at which it is offered, and fundamental fairness to all parties will be preserved.

k. The Hearing Officer, at his discretion or at the request of the County Board, may continue any session of the hearing from time-to-time, consistent with the timing provisions set forth in this Ordinance and the Act.

l. Pursuant to §2.8.2 hereof, to rule upon a motion to withdraw the application for siting approval filed prior to the close of the public hearing, and to impose reasonable terms upon the grant of such a motion.

3. The Hearing Officer shall confer with the County Board, and counsel for the County, as necessary, concerning the application, between the time of the filing of the application and the County Board's decision on the application. Given the Hearing Officer's role of communicating with the County Board, the Hearing Officer may not confer with Participants (members of the public, and applicant included) concerning the application, unless such conference takes place during the public hearing, is through correspondence which is filed with the County Clerk (and, thus, available for everyone to view), or concerns location, time or other similar scheduling aspects of the public meeting or public hearing, or the notices for same. The only additional exception from this restriction is that the Hearing Officer may confer with the County Clerk about the upkeep or status of the public record, make a request to review or copy the public record, or confer with the County Clerk regarding the scheduling or location of the public meeting or hearing, or arrangements for the notices of the public meeting and hearing.
4. At the conclusion of the public hearing and after consideration of all timely-filed written comments, the Hearing Officer shall submit draft written findings to the County Board and file a copy of such findings with the County Clerk.

5. The Hearing Officer does not have the right or the power to vote, as a County Board Member votes, on the application.

**Article 8**

**PUBLIC HEARING**

8.1 Within forty-five (45) days from the date the application for site approval is filed, the County Board shall determine the date, time and location upon which a public hearing shall commence. The initial session of the public hearing shall be scheduled no sooner than 90 days but not later than 120 days from the date the application for site approval was filed with the County Clerk.

8.2 If, in the County Board's opinion, County facilities are not sufficient to accommodate the number of persons expected to attend the hearing, the County Board may arrange for the hearing to be conducted at another site. In such an event, the County Board is authorized to lease an adequate auditorium and sound system for the hearing. Any and all costs associated with such lease or acquisition shall be paid from the filing fee.

8.3 The County Board shall notify the County Clerk of the date upon which such hearing shall be held and shall request the County Clerk to cause notice of such hearing to be made as follows. Upon receipt of such request, the County Clerk, and, at the County Clerk's discretion, with the help of the attorney representing the County (its staff and employees), shall cause the publication of notice pursuant to the following requirements.

1. By publication of two (2) legal notices in a newspaper of general circulation published in the County. One such notice shall be published no later than sixty (60) days from the date the application was filed and one such notice shall be published no later than seventy five (75) days from the date the application was filed.

2. Such notices shall consist of the following information, which, except for h. through k., below, must be disclosed by the applicant in the application:

   a. The name and address of the person, partnership or corporation requesting site location approval;

   b. The name and address of the owner of the site, and in case ownership is in a land trust, the names of the beneficiaries of said trust;

   c. The legal description of the site;

   d. The street address of the property, and if there is no street address applicable to the property, a description of the site with reference to location, ownership or occupancy or in some other
manner that will reasonably identify the property to residents of the neighborhood;

e. The nature and size of the proposed facility;
f. The nature of the activity proposed;
g. The probable life of the proposed activity and facility;
h. The time and date of the public hearing(s);
i. The location(s) of the public hearing(s);
j. A statement that all copies of evidence other than testimony to be submitted at the public hearing(s) must be filed with the County Clerk at least seven (7) days before the date of the first public hearing; and

k. A statement that any person wanting to present sworn testimony or cross-examine witnesses must register as a Participant with the County Clerk no later than the first day of the public hearing, or register with the Hearing Officer no later than the adjournment of the first day of the public hearing.

3. A copy of the notice shall also be sent, no later than fifty-five (55) days after the date the application was filed, by certified mail return receipt requested to the following. This notice, pursuant to Section 39.2(d) of the Act, must be delivered to the following persons/entities no later than fourteen (14) days prior to the first day of public hearing. If a return receipt is not received by the County Clerk confirming delivery of the notice on the following persons/entities, by the sixty-fifth (65th) day following the filing of the application, the County Clerk shall arrange for personal service on the following persons/entities.

a. all members of the General Assembly from the district in which the proposed facility is located;
b. the Illinois Environmental Protection Agency;
c. to the governing authority of every municipality whose corporate limits are within 1 mile of the boundary of the proposed facility;

4. Additional notice of the public hearing may, at the discretion of the County Board, be given, by publishing a notice in a newspaper of general circulation published as a display ad at least once during the week preceding the public hearing. Such notice shall consist of all items described in subsection 8.3.2.a.-k. above except for item 8.3.2.c.

8.4 The State’s Attorney, or an assistant, may serve as legal advisor for the County Board. The County Board, with the advice of the State’s Attorney, may engage outside counsel to serve as legal advisor for the County and County staff. Such outside counsel may be
8.5 Conduct of the public hearing shall be substantially as follows:

1. Call to order with determination of a quorum;

2. Introduction of the Hearing Officer;

3. Introduction of the County Board Members who are present;

4. Recognition of the applicant and identification of the application;

5. Recognition of fees, notices, and date of filing of the application;

6. Recognition of the County staff and attorneys present;

7. Recognition of all other Participants who have filed a Notice of Participation pursuant to Section 5.3.

8. Recognition of all reports, exhibits, maps or documents of record as filed pursuant to Section 5.5.3.

9. Applicant, the County, and Participants may then make an opening statement.

10. The County Board shall then hear testimony from the applicant and/or any witnesses the applicant may wish to call. Upon the close of the applicant's testimony, Participants, other than the applicant and the County, may present sworn testimony, including any witnesses and evidence they wish to present.

11. After the close of the Applicant's and Participants' cases, the County may present any witnesses and evidence they wish to present.

12. Rebuttal testimony and evidence will be allowed at the discretion of the Hearing Officer; but if it is allowed, it will be presented in the same order as described in (9), above.

13. Following rebuttal testimony, if any, any Participant or other member of the public who wishes to present un-sworn oral comment may then present such comment to the County Board.

14. Closing statements, if any, by Participants, including the applicant and the County, who presented evidence or testimony at or questioned witnesses during the public hearing.
15. Rebuttal statement, if any, by the applicant, subject to limitations as imposed by the Hearing Officer.


8.6 All testimony at any public hearing shall be under oath or affirmation. All witnesses who testify under oath shall be subject to reasonable questioning as follows: direct, cross-examination, redirect, re-cross, etc.

8.7 The applicant requesting site approval shall have the burden of going forward with evidence of the suitability of the site for its proposed use, and that the proposed facility meets the criteria set forth in Section 39.2(a) of the Act (415 ILCS § 5/39.2(a)).

8.8 Upon conclusion of the public hearing the applicant may submit to the County Board a post-hearing memorandum addressing the siting criteria set forth in Section 39.2(a) of the Act (415 ILCS § 5/39.2(a)), as well as any other issue relevant to the proceeding. The post-hearing memorandum shall be based on the record developed during the siting approval process. If the applicant elects to submit a post-hearing memorandum, it shall do so within 30 days after the date of the last public hearing by filing 8 copies with the County Clerk who shall receive and date stamp the post-hearing memorandum, which shall be made part of the record of the public hearings and the County Board shall consider any such timely submitted post-hearing memorandum in making its final determination. The post-hearing memorandum shall be limited to no more than 25 pages in length.

Article 9
RECORD

9.1 The County Clerk or his/her designee shall be responsible for keeping the record of the hearing and site review process.

9.2 The record shall consist of the following:

1. The application for siting approval and any amendments filed with the County Clerk.

2. Proof of notice as described in Section 8.3 hereof.

3. Proof of each notice given by applicant pursuant to Section 39.2(b) and Section 39.2(d) of the Act (415 ILCS § 5/39.2).

4. Written comments filed by the public and received by the County Clerk or postmarked within 30 days of the last public hearing.

5. All evidence, reports, studies, exhibits or documents admitted into evidence at the public hearing.

6. All motions filed during the course of the public hearing.

7. All notices of participation filed with the County Clerk within the time frame specified in Section 5.3.
8. A complete transcript of the public hearing(s), in both written and electronic/digital form.

9. All post-hearing memoranda submitted by the applicant and any participant, received by the County Clerk or postmarked within 30 days of the last public hearing.

10. Written findings provided by outside counsel for the County.

11. The Hearing Officer's written findings.

12. A copy of the Resolution containing the final decision of the County Board.

13. A log which the County Clerk shall require each person seeking to view, copy or file documents with or in the public record, shall sign, stating the date the request to view, copy, file or other was made, the nature of the request (i.e., view, copy, file or other, and identifying the "other"), and the requesting person's name and address.

9.3 The County Clerk or his/her designee shall, during the regular business hours of the County Clerk's Office, make the public record available to any person requesting to review it.

9.4 The County Clerk or his/her designee shall, during the regular business hours of the County Clerk's Office, accept requests from persons for copies of the public record, in whole or in part, and arrange for copying so requested upon the requesting person's payment of the actual cost of copying. The County Clerk shall respond to copying requests within a reasonable time.

9.5 The County Clerk shall be responsible for certifying all copies of the public record.

9.6 Although late filed public comments are not part of the public record pursuant to this Article, they shall be retained by the County Clerk with any evidence of date of filing, such as the County Clerk's date stamp copy of the written comment or the postmark, if the written comment was mailed.

Article 10
SITE APPROVAL DECISION

10.1 Subject to the provisions of Section 2.8. After the public hearing(s) or any continuation thereof, the County Board shall consider the record of the public hearing, the findings of fact and the proposed findings of outside counsel for the County and the Hearing Officer, and shall, by written resolution, upon the vote of a majority of its members, make a written decision concerning a site approval application not more than 180 days from the date of the County Clerk's receipt of the site approval application, or within such extended time period as has been agreed upon by the applicant and the County Board. In the event an application for site approval is amended, the County Board shall render a decision within 270 days, or within 90 days after the amended application is received by the County Board, whichever period is
longer, or within such extended time period as has been agreed upon by the applicant and the County Board. Such decision by the County Board may be to:

1. grant the application, without any conditions; or

2. grant the application, but with conditions on such approval, provided such conditions are reasonable and necessary to accomplish the purposes of Section 39.2 of the Act and are not inconsistent with the regulations promulgated by the Illinois Pollution Control Board; or

3. deny the application.

10.2 The County Board shall state in its decision its findings as to whether the applicant has established, and whether the public record supports the establishment of each of the following criteria:

1. The facility is necessary to accommodate the waste needs of the area it is intended to serve;

2. The facility is so designed, located and proposed to be operated that the public health, safety and welfare will be protected;

3. The facility is located so as to minimize the incompatibility with the character of the surrounding area and to minimize the effect on the value of the surrounding property;

4. For a transfer facility or facility other than a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100 year flood plain or the site is flood-proofed; and for a facility that is a sanitary landfill or waste disposal site, the facility is located outside the boundary of the 100-year floodplain, or if the facility is a facility described in subsection (b)(3) of Section 22.19a of the Act, the site is flood-proofed;

5. The plan of operations for the facility is designed to minimize the danger to the surrounding area from fire, spills, or other operational accidents;

6. The traffic patterns to or from the facility are so designed as to minimize the impact on existing traffic flows;

7. If the facility will be treating, storing or disposing of hazardous waste, an emergency response plan exists for the facility which includes notification, containment and evacuation procedures to be used in case of an accidental release;

8. The consistency of the facility with the County's Solid Waste Management Plan, including any updates of that Plan;

9. If the facility is located in a regulated recharge area, any applicable requirements specified by the Illinois Pollution Control Board for such areas have been met.
10.3 The County Board shall consider as evidence the previous operating experience and past record of convictions or admissions of violations of the applicant (and any subsidiary, parent corporation, or subsidiary of the parent corporation) in the field of solid waste management when considering the second and fifth criteria in Section 39.2 of the Act, and subsections 10.3.2 and 10.3.5, above.

10.4 In making its decision, the County Board shall consider the public record of the hearing proceedings. The County Board shall give greater evidentiary weight to sworn testimony and evidence presented during the public hearings than to un-sworn oral or written comment.

10.5 No determination by the County Board of an application may be reconsidered, except to the extent it is reversed and remanded on appeal and the County Board is directed by the Illinois Pollution Control Board or Illinois Appellate Court to conduct all or part of the review process again.

10.6 Any County Board member may be excused from participation in the hearing and decision upon demonstration of any disqualifying direct and personal interest in the property or the affairs of the applicant or any objector to the proceedings. Additionally, any County Board Member may abstain from voting on the decision, except to the extent there are insufficient number of Board Members to pass a resolution consistent with Section 10.2, above.

Article 11
SEVERABILITY

11.1 The sections, subsections, paragraphs, and provisions of this Ordinance shall be deemed severable and the invalidity of any portion of this Ordinance shall not affect the validity of the remainder.

Article 12
REPEAL

12.1 Any or all Ordinances pertaining to a procedure for hearing site approval applications for new regional pollution control facilities prior to the enactment of this ordinance are hereby repealed.

Article 13
EFFECTIVE DATE

13.1 This Ordinance shall become effective upon its adoption by the County Board of Kendall County, Illinois.

Adopted by the County Board of Kendall County, Illinois this _____ day of _______ 2011

ATTEST:

County Clerk

Chairman
Kendall County
Committee of the Whole

Meeting Minutes
January 12, 2012
Kendall County Board Room

Call to Order
The Committee of the Whole met at 4:00pm and was called to order by Chairman John Purcell.

Roll Call
Board Members Present: John Purcell, Bob Davidson, Dan Koukol, Nancy Martin, Suzanne Petrella, John Shaw, Anne Vickery, Jeff Wehrli

Others Present: Eric Weis, Jeff Wilkins, Scott Koster, John Sterrett, Leslie Johnson, Stan Laken, Jim Smiley, Tonya Mack of Mack and Associates

2010-2011 Audit Review
Tonya Mack of Mack & Associates provided the committee with a summary of the audit review. The report consisted of a total of $67.8 million in assets, $47.2 million in fund balance, a revenue balance of $54.8 million, an expenditure of $49.2 million. This review was presented to the Finance Committee in great detail at the January 12, 2012 meeting. Ms. Mack went through the revenue and expenditure reports for each major fund. According to Ms. Mack, there were not too many significant changes from within the Audit Review.

Ms. Mack briefly went over the findings and recommendations from the Audit Review. Included with these findings consisted of software corrections, lag time between the last day of a pay period and the actual day that paychecks are issued, where expenditures are being taken out when certain line items may become maxed out, actual physical signatures for the voucher system, system within the Health Department of issuing vaccines being modified slightly for better documentation, back up for credit statements, animal control revenue control, sick and personal time tracking uniformity, excess of budgets for some departments, grant tracking and reporting, and Circuit Clerk software, and that the Sheriff’s Commissary fund is not audited. The Commissary fund is not audited because it is reviewed by a separate firm.

This Audit Review will go to the Forest Preserve meeting for review as well.

Old Business
Review Cost for Public Safety Center Low Voltage Wiring Project
Jim Smiley stated that an RFP bid went into the wiring project for the Public Safety Center. This wiring will be for the KenCom space in the PSC. The anticipated completion date is March 9, 2012. The base estimate for the project was $159,700 and the actual bid cost from the RFP was $131,722.30. The total cost as a bid is $181,727.30. It was suggested to bring this up at the KenCom Finance Committee meeting to obtain their input. This item will be sent to the next County Board meeting for action.

Host Agreement and Siting Ordinance
Eric Weis had previously sent out the draft ordinance and agreement for review and he believes that it is ready for action by the County Board. Mr. Weis noted that the host agreement can always be changed from time to time to fit certain situations. The siting ordinance, however, must be followed. The Committee agreed to send this to the next County Board meeting for action.
New Business

Synthetic Drug Ordinance
Eric Weis gave a background on the State statute prohibiting the sale, possession, and consumption of synthetic drugs. Regardless if a local ordinance is passed or not at the County level, the State law is still in effect. A local ordinance, however, is beneficial because it can more easily be amended than a state law can in order to keep up with street modifications of synthetic drugs. The ordinance will not ban chemicals used for other every day purposes but will rather ban the chemical composition of the end product that produces these drugs. Mr. Koukol stated that this issue was discussed at great lengths at the previous two Judicial meetings.

This item will be discussed for possible action at the next County Board meeting.

Resolutions Approving Purchase of Right-of-Way for Grove Road Project at Route 126
This will be the last piece of ROW to be purchased and hopefully this project can be started this year.

Other Items of Business
None

Review Board Actions Items
The Committee reviewed the Action Items for the January 17th County Board meeting. The Host Agreement and Siting Ordinance will be added to the County Board agenda. Additional appointments to the Plan Commission will be on the agenda as well as an opening on the Merit Commission.

Citizens to Be Heard
Todd Milliron brought up the issue of credit card claims from the audit review as well as the commissary fund with the Sherriff’s Office. Mr. Milliron suggested that the fund be reviewed from the previous two years.

Executive Session
Bob Davidson made a motion, seconded by Nancy Martin, to go into Executive Session for the purpose of litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent. Chairman Purcell called the roll. Davidson- Aye. Vickery – Aye. Koukol – Aye. Petrella – Aye. Wehrli – aye. Purcell – Aye. Shaw – Aye. Martin – Aye. With a roll call vote of all ayes, the Committee went into executive session at 5:00pm.

The Committee came out of Executive Session at 5:10pm.

Adjournment
Nancy moved to adjourn. The motion was seconded by Bob Davidson. There being no objection, the Committee of the Whole, at 5:10pm, adjourned.

Respectfully Submitted,
John H. Sterrett
Recording Secretary
Date: January 5, 2012

To: Governor of Illinois
   State Capital – Room 207
   Springfield, Illinois 62706

Subject: VACKC Annual Report

Pursuant to the provisions of the Military Veterans Assistance Act 330 ILCS 45, Paragraph 8, the enclosed data is respectfully submitted as the Annual Report from the office of the Veterans Assistance Commission of Kendall County, Illinois for our 2011 fiscal year.

Our advocacy work, as prescribed by Illinois law, is to provide for those veterans who have little or no means to provide for themselves. This becomes especially evident among the veterans and widows of veterans who are senior citizens with an income level that is below the federal poverty level or currently unemployed veterans due to the ongoing economic state of affairs. Assisting our veterans and widows with county veteran’s assistance in the basic areas of shelter, utilities, and food is probably the most rewarding part of our mission.

We continue to assist veterans and/or their widows with their application for VA and Social Security claims. And, as you know, once these claims with the United States Department of Veterans’ Affairs and Social Security for disability compensation or pension are settled, they provide financial assistance and income to our Kendall County veterans and widows. These monthly compensation and pension checks currently total 2.4 million dollars of annual spendable cash.

Our office is a viable part of the Kendall County team. In addition to our daily transportation service to VA hospitals, VA clinics, local dialysis clinics, and assistance to home bound veteran’s, we assist the County by providing a campus courier service and the transport of handicapped prisoners between the jail and the court house. We are a willing partner of the County’s emergency preparedness team working with Emergency Services and Health and Human Services. In the event of a disaster, our vehicles will be utilized to transport home
bound individuals to a safe shelter as directed by Kendall County EMA. We continue to be a working participant of the Kendall County Senior Providers Committee because so many seniors in our county are veterans or widows of veterans. We also lend our support to the Senior Meal Program and the local Senior Health Fairs. Several years ago we began a “Holiday Food Basket” program for our needy veterans and their families. We have participated in multiple legislative conferences, veteran’s job fairs, became a part of a US Congressional Veterans Advisory Board for the Illinois 14th District, and conducted several veteran benefit seminars in area nursing homes. Networking with our contacts and other agencies, we’ve managed to secure employment for some of our unemployed or underemployed. After years of negotiating, we now have a representative from the Illinois Department of Employment Security in our office on a weekly basis. We’ve worked with area school districts to reduce or eliminate various fees for poverty level families of deployed servicemen and found ways to get proper counseling for troubled children of these servicemen. All in all, it has been another busy but very productive year for the Kendall County VAC. However, none of these achievements would have possible without the direct support of my staff and that of the VAC Board and the Kendall County Board. We will continue to search for and implement new initiatives to help the veterans and widows of Kendall County.

Attached to this letter is statistical data that reflects specific areas where our office rendered assistance during this fiscal year. It is clear that the current economic situation and the unemployment levels took its toll on the assistance portion of our operating budget. Please contact me directly if there are any questions concerning the information submitted.

Respectfully,

Edward E. Dixon,
County Superintendent
Veterans Assistance Commission of Kendall County, Illinois
Veterans Assistance Commission of Kendall County  
"Serving America's Finest"  
Edward E. Dixon, CVSO  
County Superintendent  
811 West John Street - Suite 264  Yorkville, Illinois 60560  
Phone: 630-553-8355  Fax: 630-553-0003  
E-mail: edixon@co.kendall.il.us  Website: www.co.kendall.il.us/veteransassistance

VAC Data for Kendall County, Illinois  
(Annual Statistics for December 01, 2010 through November 30, 2011)

County Veterans Assistance Data

❖ VACKC Veteran & Widow Assistance Program:

<table>
<thead>
<tr>
<th>Type of Assistance</th>
<th>Total Amount Budgeted</th>
<th>Total Amount Expended</th>
</tr>
</thead>
<tbody>
<tr>
<td>Shelter Assistance</td>
<td>$ 70,959</td>
<td>$ 91,608.28</td>
</tr>
<tr>
<td>Utility Assistance</td>
<td>$ 20,000</td>
<td>$ 24,163.78</td>
</tr>
<tr>
<td>Food/Hygiene</td>
<td>$ 15,000</td>
<td>$ 15,000.00</td>
</tr>
<tr>
<td>Fiscal Year Totals</td>
<td>$ 105,959</td>
<td>$ 130,772.06</td>
</tr>
<tr>
<td>32 veterans and widows received an average of $351.54 in monthly assistance in 2011.</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

❖ VACKC Transportation Assistance Program:

- Total number of veterans and widows transported: 3,226
- Total Transport Mileage: 52,390
- Total Program Cost (fuel, vehicle maintenance, and I-Pass): $13,900.36

❖ VACKC Community Based Veteran & Widow Projects:

- Holiday Food Baskets (Christmas): 32 served – Cost = $1,050
- Senior Meal Program for veterans & veteran widows: 1,944 served – Cost = $1,944
- Total number of veterans & widows assisted: 1,976 served - Cost = $2,994

VA Benefit Data

❖ Total VA Claims for Kendall County Veterans and Widows:

- Total number of VA Claim inquiries by veterans, families, and widows of veterans: 1,841
- Number of claims researched, completed, and filed with the VA in 2011: 141
- Number of claims completed by the VA in 2011: 42
- Total amount of back pay checks received by County veterans in 2011: $366,412
- Total amount of monthly compensation & pension checks received by County vets - 2011: $748,827
- Total amount of monthly compensation & pension checks received by County vets - ongoing: $1,701,885
- Total annual cumulative spendable income received by County vets: $2,450,712

| Total amount of veterans assistance paid out to veterans and widows | $130,772.06 |
| Total amount of spendable income brought into Kendall County | $2,450,712.00 |
| Net gain for Kendall County | $2,319,939.94 |

Illinois Compiled Statutes, Chapter 330, Sections 45.01/0 to 45/11.  
A statutory body composed of the military veterans organizations in Kendall County, Illinois.
I. CALL TO ORDER

The meeting was called to order at 5:16 p.m.

II. ROLL CALL

A quorum was declared by roll call. Members present: Dr. Ken Kavanaugh and Maria Montero.

Others present: Cheryl L. Johnson, Executive Director/Public Health Administrator KCHD and Dr. Amaal Tokars, Asst. Executive Director KCHD.

III. APPROVAL OF AGENDA

Dr. Kavanaugh moved to approve the agenda as presented. Ms. Montero seconded. The motion was unanimously approved by voice vote.

IV. PUBLIC COMMENT

None

V. BOARD MEMBER/STAFF INTRODUCTIONS

Everyone introduced themselves and told a little about their background.

VI. TB STATUTE REVIEW

Copies of the 5-23 Tuberculosis Sanitariums Statute were distributed. Dr. Tokars reviewed sections relevant to this Board.

- Section 5-23001
- Section 5-23002
- Section 5-23006
- Section 5-23007
- Section 5-23008
- Section 5-23010
- Section 5-23013
- Section 5-23014
- Section 5-23015

Dr. Liske arrived at 5:32 p.m.

VI. BOARD MEMBER NOMINATIONS/ELECTION OF OFFICERS

Dr. Liske nominated Dr. Kavanaugh for President. Dr. Liske moved and Ms. Martino Montero \(^{(br)}\) seconded the motion to elect Dr. Kavanaugh President. The motion was unanimously approved by voice vote.

Dr. Kavanaugh nominated Dr. Liske as Vice President. Dr. Kavanaugh moved and Ms. Martino Montero \(^{(br)}\) seconded the motion to elect Dr. Liske as Vice-President. The motion was unanimously approved by voice vote.

Dr. Kavanaugh nominated Ms. Montero as Secretary. Dr. Kavanaugh moved and Dr. Liske seconded the motion to elect Ms. Montero as Secretary. The motion was unanimously approved by voice vote.
TB Board
November 7, 2011

Board members drew lots for terms of office

<table>
<thead>
<tr>
<th>Term</th>
<th>Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Year</td>
<td>Dr. Kavanaugh</td>
</tr>
<tr>
<td>Two Year</td>
<td>Ms. Montero</td>
</tr>
<tr>
<td>Three Year</td>
<td>Dr. Liske</td>
</tr>
</tbody>
</table>

VIII. TOPICS FOR FUTURE MEETINGS

Dr. Tokars reviewed topics for future meetings.

- Review budget at next meeting
- Surveillance in Kendall County
- Inter-agency agreement with Kendall County Health Department (KCHD)
- Open Meetings Act review
- TB Processes
- Discuss what KCHD is doing as relates to TB/TB prevention, Ted Joyce, Director of Community Health Services will be at future meetings
- Quarterly update on what is happening locally, throughout the State and nationally
- Board members are encouraged to suggest topics for future meetings also

After discussion the TB Board will meet quarterly at 4:30 p.m. – dates for 2012 are:

<table>
<thead>
<tr>
<th>Month</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>January</td>
<td>January 9, 2012</td>
</tr>
<tr>
<td>April</td>
<td>April 9, 2012</td>
</tr>
<tr>
<td>July</td>
<td>July 9, 2012</td>
</tr>
<tr>
<td>October</td>
<td>October 15, 2012</td>
</tr>
</tbody>
</table>

Dr. Liske introduced himself and told a little about his background.

IX. ADJOURNMENT

Ms. Montero moved and Dr. Liske seconded the motion to adjourn the meeting. The motion was unanimously approved by voice vote. The meeting was adjourned at 5:56 p.m. The next meeting is January 9, 2012 at 4:30 p.m.

Submitted by:

Becki Rudolph