KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING

Kendall County Office Building, Rooms 209 & 210
Tuesday, January 21, 2014 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
   A. Approve contract between Kendall County, Illinois and Ayres Associates for 2014 Spring aerial imagery mission services in an amount not to exceed $34,500.00
   B. Release Executive Session Minutes from 6/21/11, 7/19/11, 11/1/11, 12/5/11, 2/7/12, 8/21/12, 10/16/12, 11/7/12, 11/20/12, 1/2/13, 1/19/13, 2/19/13, 3/19/13, 4/2/13, 4/16/13, 5/21/13, 6/18/13, 8/6/13, 8/20/13, 9/17/13
11. New Business
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
      1. Authorize Kendall County State’s Attorney’s Office to Present Its Per Diem and Mileage Audit Findings to the Kendall County Board Per Diem Ad Hoc Committee in lieu of the full County Board.
      2. Authorize the Kendall County Per Diem Ad Hoc Committee to Make All Settlement and Litigation Decisions on the County’s Behalf Related to the Per Diem and Mileage Audit Findings.
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Petition 13-26: Granting a Major Amendment to a Special Use for Green Organics Inc. at 1270 East Beecher Road
      2. Approve plumbing inspections agreement between Kendall County and Randy Erickson, d.b.a. Erickson Construction with a rate of $140 per inspection for the period of 3 years following execution of the agreement
   B. Public Safety
      1. Approval to permanently change monthly meeting location to County Board Rooms 209-210, County Office Building
   C. Highway
      1. Resolution vacating certain parts of Grove Road north of Illinois Route 126
      2. Quit Claim Deed 0.057 acre to Oswegoland Park District to provide access from existing OPD property to the newly-relocated Grove Road.
      3. Quit Claim Deed 0.284 acre to Robert & Tammy Fornecker to provide access from their existing property to the newly-relocated Grove Road.
      4. Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. for Sherrill Road Reconstruction in an amount not to exceed amount of $350,000.
5. Authorize the purchase of a single axle dump truck through Central Management Services (State Bid) and from Chicago International in the amount not to exceed $138,000.

6. Authorize the purchase of a ½-ton GMC pickup truck from Coffman Truck Sales in an amount not to exceed $22,205.96.

7. Authorize the sale of a 2008 GMC county-owned pickup truck to Big Grove Road District in an amount not to exceed $5,000.

8. Authorize the use of eminent domain to acquire 0.014 acre of right-of-way from L-T Farms, L.P. at the intersection of Caton Farm Road and Ridge Road.

9. Resolution authorizing the seasonal posting of certain highways in the County Highway System.

D. Facilities Management

E. Finance Committee

1. Approve Claims in an amount not to exceed $949,379.93


F. Animal Control

1. Approve Kendall County Animal Control Fees Ordinance setting forth the following fees:
   a. Rabies Tags:
      i. For altered animals, for a period of 1 year, in an amount not to exceed $10
      ii. For intact animals, for a period of 1 year, in an amount not to exceed $25
      iii. For altered animals, for a period of 3 years, in an amount not to exceed $25
      iv. For intact animals, for a period of 3 years in an amount not to exceed $60
      v. For replacement tags in an amount not to exceed $5

2. Relinquishment Fees:
   a. For a dog older than four months, in an amount not to exceed $50
   b. For a puppy, four months or younger, in an amount not to exceed $25
   c. For a nursing mother with puppies, in an amount not to exceed $50
   d. For a litter of puppies, four months or younger, in an amount not to exceed $25 for the first puppy and $5 for each additional puppy

3. Reclaiming fees:
   a. Impoundment fees in amounts not to exceed $45 for a first offense, $95 for a second offense, and $125 for a third or subsequent offense
   b. Public safety fee in an amount of $25
   c. Boarding fees in an amount not to exceed $12 per day
   d. Refundable deposit for impounded dog without proof of rabies vaccination, at amounts not to exceed $40 for a first offense and $80 for a second offense
   e. Refundable deposit for intact, impounded animal, on the second offense in an amount not to exceed $40

4. Adoption fees:
   a. For puppies six months or younger, in an amount not to exceed $115
   b. For dogs older six months, in an amount not to exceed $100
   c. For kittens three months or younger, in an amount not to exceed $95
   d. For cats older than three months, in an amount not to exceed $70

2. Rescind Kendall County Animal Control Policies and Procedures (Revised November 2004)

3. Approve Standard Operating Procedures for Kendall County Animal Control Department

G. Committee of the Whole

H. Standing Committee Minutes Approval

14. Special Committee Reports

A. Public Building Commission
B. VAC
C. Historic Preservation Commission
D. Board of Health
E. 708 Mental Health Board
F. River Valley Workforce Investment Board

15. Other Business
16. Chairman's Report

Appointments
Scott Gryder – Public Safety Committee - replacing John A Shaw

Announcements

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 208, in the City of Yorkville on Tuesday, December 17, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Ceslich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder (9:04), Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Prochaska moved to approve the submitted minutes from the Adjourned County Board Meeting of 11/19/13. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw asked that Item G under Standing Committee Reports be removed from the agenda.

SPECIAL RECOGNITION

EMPLOYEE RECOGNITION AWARDS

December 17, 2013

10 Years of Service

Thatcher, Bethany
Geisen, David
Kleinprinz, Kimberly
Harnes, Beverly
Mastromonico, Cheryl
Carlson, Emily
Agnich, Dana

15 Years of Service

Jasnosz, Joseph
Hattan, Mitchell
Gillespie, Joseph
Holdiman, Brian
Walker, Patricia
Pettit, Jason
Lombardo, Kim
Lewis, Kathleen
Schwemlein, Deborah
Melchiori, Joseph

20 Years of Service

Harrie, Gina
Jehl, Brian
Costes, Edward
Smith, Susan

25 Years of Service

Simms, Michael

30 Years of Service

Alford, Vivian

35 Years of Service

Myers, Robert

40 Years of Service

Gates, Ginger

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

OLD BUSINESS

Policy Proposal with IL Counties Risk Management Trust

Member Flowers made a motion to authorize an additional expenditure in an amount not to exceed $746.00 for the policy with IL Counties Risk Management Trust for Property, Liability and Worker’s Compensation Coverage for FY 2014. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

State’s Attorney Appellate Prosecutor Resolution

Member Koukol moved to approve the State’s Attorney’s Appellate Prosecutor’s Resolution for Fiscal Year 2014 and the authorization of payment for services in the amount not to exceed $27,000.00. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RESOLUTION

13-32

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

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

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

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

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

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

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

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

BE IT FURTHER RESOLVED that the Kendall County Board hereby agrees to participate in the service program of the of the State’s Attorneys Appellate Prosecutor for Fiscal Year 2014, commencing December 1, 2013 and ending November 30, 2014, by hereby appropriating the sum of $27,000 as consideration for the express purpose of providing a portion of the funds required for financing the operation of the Office of the State’s Attorneys Appellate Prosecutor, and agrees to deliver the same to the Office of the State’s Attorneys Appellate Prosecutor on request during the Fiscal Year 2014.
Termination Memorandum of Understanding

Member Gilmour made a motion to send written notice to terminate the Memorandum of Understanding between the County of Kendall and the Kendall County Board of Health dated July 17, 2012. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Public Defender Salary Reimbursement

Member Flowers made a motion to set FY 2013-2014 salary for the Public Defender in the amount of $149,857.20. Member Cessich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Approval of Supervisor of Assessments Salary

Member Gilmour made a motion to set FY 2013-2014 salary for the Supervisor of Assessments in the amount of $70,367.00. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

METRA Letter

County Administrator, Jeff Wilkins stated that METRA is studying extension into Kendall County; currently the scope of the study is looking at the Oswego and Yorkville area. Mr. Wilkins informed the board that money has been earmarked in 2004 for the study. The county has been approached by the Village of Sandwich and the City of Plano to expand the scope of the study. METRA asked that a letter be sent, they will then need to go to a couple of other step through other Federal agencies to change the scope. The county is not being asked to contribute any money. Mr. Wilkins said that the study will look at possible sites for a rail yard as well as stations and operating cost and projected ridership.

Member Purcell made a motion to send a letter to METRA to expand the scope of extension study into Kendall County. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

December 17, 2013

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

RE: METRA Commuter Rail Extension Feasibility Study – Kendall County

Dear Ms. Corrao:

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

You may know Kendall County’s population and demographics have changed dramatically since the original legislative earmark for the feasibility study was authorized nearly ten years ago. Kendall County’s population has grown exponentially with a growth rate of 110% between 2000 and 2010. In June of 2013, the U.S. Census Bureau estimated that Kendall County’s current population at 118,105 representing a 28% increase since the 2010 Census population of 114,736.

In spite of the downturn in the housing market throughout the nation over the last five years, Kendall County continues to maintain steady growth and is planning for steady growth throughout this decade and into the next. Such growth makes it necessary to improve commuting options for residents traveling to and from work. In March of 2013, the U.S. Census Bureau released the results of a 5-year worker commute pattern survey and concluded that

Co Board 12/17/2013
72% of Kendall County's resident workforce travels outside the County for employment. Furthermore, 39% of the County's resident workforce travels to DuPage County and Cook County for employment. Still, even with recent improvements to major regional arterial roadways, daily driving commutes to and from DuPage and Cook counties continue to challenge Kendall County commuters.

As you can see, Kendall County's significant growth rate over the last decade and high rate of commuters, especially eastward to DuPage and Cook counties, warrant the expansion of the feasibility study. Expanding the scope of the study will provide us with a better understanding of the viability of commuter rail service for the entire Kendall County region.

Again thank you for your consideration to expand the scope of the feasibility study to extend METRA commuter service through Kendall County. I look forward to working with you and METRA officials and welcome future efforts to make METRA extension through Kendall County a reality.

Sincerely,
John A. Shaw
County Board Chairman
CMAP MPO Policy Committee Member

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall presented the annual report.

12 Month Report
December 01, 2012 - November 30, 2013

Support Services Division
Defendants Served 1,551
Civil Process Fees $130,791.67
Record Fees $2,429.69
Sheriff's Sales $539,488.00
Bond Fees $6,656.76

Criminal Division
Police Reports 4,276
Officer Initiated Activity 13,588
Calls for Service 7,306
Warrant Arrests 902
Felony Arrests 136
Misdemeanor Arrests 1,160
All Police Service Calls (CAD) 30,742

Corrections Division
Inmate Days Housed 49,449
Meals Served 137,119
Inmates Housed from Other Counties 17,148
Work Release Inmates 1,349
Out of County Housing Billed Out $1,028,880.00

Total Vehicle Mileage 784,777

12 Month Budget Results
Sheriff's Budget $5,342,718.00
Year to Date $5,408,270.85
Balance $-65,552.85
Percent 101.23%
Corrections Budget $4,119,848.00
Year to Date $4,148,609.72
Balance $-28,761.72
Percent 100.70%

OUT OF COUNTY HOUSING - CORRECTIONS
$1,028,880.00 billed out

County Clerk

Revenue Report 11/1/13-11/30/13

Co Board 12/17/2013
<table>
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<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$2,684.00</td>
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<tr>
<td>010100001185</td>
<td>County Revenue</td>
<td>$16,917.00</td>
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<td>380100011320</td>
<td>Doc Storage</td>
<td>$14,536.00</td>
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<td>510100011320</td>
<td>GIS Mapping</td>
<td>$24,584.00</td>
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<td>370100011320</td>
<td>GIS Recording</td>
<td>$3,072.00</td>
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<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$27.78</td>
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<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$4,418.35</td>
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<tr>
<td>810100011320</td>
<td>RHSP/Housing Surcharge</td>
<td>$12,528.00</td>
</tr>
<tr>
<td>CK # 17447</td>
<td>To KC Treasurer</td>
<td>$107,003.58</td>
</tr>
</tbody>
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County Clerk, Debbie Gillette stated that they are busy with the upcoming election. There will be an election judge training school with the State Board of Elections on February 7th at the Timbercreek Lodge from 6-8pm.

Treasurer:

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TWELVE MONTHS ENDED 11/30/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>2013 YTD</th>
<th>2012 YTD</th>
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<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
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<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$375,737</td>
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<tr>
<td>State Income Tax</td>
<td>$1,850,000</td>
<td>$2,502,090</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$414,237</td>
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<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$907,376</td>
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<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$484,491</td>
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<tr>
<td>Circuit Clerk Fees</td>
<td>$1,290,000</td>
<td>$1,159,367</td>
</tr>
<tr>
<td>Fines &amp; Forefts/St Atty.</td>
<td>$550,000</td>
<td>$500,725</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$40,178</td>
</tr>
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</table>

Co Board 12/17/2013
Interest Income $35,000 $27,100 77.43% $44,785 89.57%
Health Insurance - Empi. Ded. $1,100,464 $1,124,578 102.19% $1,079,885 110.00%
1/4 Cent Sales Tax $2,400,000 $2,530,062 105.42% $2,448,112 102.00%
County Real Estate Transf Tax $190,000 $350,456 184.45% $239,453 140.86%
Correction Dept. Board & Care $805,000 $1,008,860 125.08% $1,048,303 139.77%
Sheriff Fees $702,000 $669,905 95.43% $775,878 172.42%

TOTALS $10,974,464 $12,073,162 110.01% $11,857,292 112.01%
Public Safety Sales Tax $4,200,000 $4,447,318 105.89% $4,345,046 108.63%
Transportation Sales Tax $4,200,000 $4,447,318 105.89% $4,345,046 108.63%

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

EXPENDITURES

All General Fund Offices/Categories

$26,336,375 $26,085,265 99.05% $24,540,734 95.90%

Treasurer, Jill Ferko stated that the General Fund came out slightly on top; that will change when the auditors do their accruals.

State's Attorney

State's Attorney, Eric Weis stated that the year-end report should be ready by the second meeting in January. The anti-harassment trainings will be held on January 24, 2014 and January 27, 2014.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period In 2012</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td>2013 Total Deaths... 291</td>
<td>Total Deaths...... 286</td>
<td>9%</td>
</tr>
<tr>
<td>Autopsies to Date......... 23</td>
<td>Autopsies... 17</td>
<td>35%</td>
</tr>
<tr>
<td>Toxicology Samples. 21</td>
<td>Toxicology Samples.. 21</td>
<td>0%</td>
</tr>
<tr>
<td>Cremation Permits.... 144</td>
<td>Cremation Permits... 117</td>
<td>23%</td>
</tr>
</tbody>
</table>

*Coroner Toftoy attended the IACO Fall Conference in Chicago – November 25 – November 27
* Deputy Coroner Purcell provided a presentation to the Plano High School Driver’s Education Course on November 12 and November 13.
* Deputy Coroner Purcell participated in Operation Impact for the Yorkville High School Driver’s Education class on November 21
* Deputy Coroner Purcell attended a meeting at the Kendall County Courthouse discussing the establishment of a drug Court program for Kendall County.
Health Department

Dr. Tokars stated thanks for the decent budget, for the workers, the Board of Health, Jeff Wehrli and that she is thankful that they are able to have conversations with County Board about real issues.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti stated that they are three quarters of the way through Board of Review.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 13-26 Green Organics

Member Gryder stated that this is on hold until Bristol Township's Plan Commission meets.

Petition 13-32 Voluntary Revocation of Special Use Permit for Harlan Farms

Member Wehrli made a motion to approve Petition 13-32: Voluntary revocation of a special use permit for Harlan Farms. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2013-24
REVOKING A SPECIAL USE for
HARLAN FARMS, LTD.

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

WHEREAS, said property is legally described as follows: THAT PART OF THE NORTHWEST QUARTER OF SECTION 5, TOWNSHIP 35 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE WEST LINE OF SAID NORTHWEST QUARTER WITH THE ORIGINAL CENTER LINE OF CHICAGO ROAD, BEING THE SOUTH LINE OF A TRACT CONVEYED TO THE PEOPLE OF THE COUNTY OF KENDALL BY DOCUMENT NO. 80-2344, RECORDED JULY 1, 1980; THENCE NORTH 62°00'00" EAST ALONG SAID CENTER LINE 1453.0 FEET; THENCE SOUTH 00°34'00" EAST 415.0 FEET FOR THE POINT OF BEGINNING; THENCE NORTH 64°23'00" EAST 472.87 FEET; THENCE NORTH 05°45'00" WEST 419.21 FEET TO SAID CENTER LINE; THENCE NORTH 82°00'00" EAST ALONG SAID CENTER LINE 223.25 FEET; THENCE SOUTH 55°35'27" EAST 853.76 FEET TO THE WEST LINE OF THE EAST 3.75 ACRES OF THAT PART OF SAID NORTHWEST QUARTER WHICH LIES SOUTH OF SAID CENTER LINE; THENCE SOUTH 00°44'28" EAST ALONG SAID WEST LINE 1230.82 FEET TO THE SOUTH LINE OF SAID NORTHWEST QUARTER; THENCE SOUTH 89°24'23" WEST ALONG SAID SOUTH LINE 1291.98 FEET TO A LINE DRAWN SOUTH 00°34'00" WEST ALONG SAID LINE 1000.26 FEET TO THE POINT OF BEGINNING, KENDALL COUNTY, ILLINOIS AND CONTAINING 40.940 ACRES.

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

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

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

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

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw

Co Board 12/17/2013
Petition 13-30 Amendment to the Countywide Stormwater Ordinance

Member Flowers made a motion to approve Petition 13-30; Amendment to the Kendall County Countywide Stormwater Ordinance to modify the text to approve map changes that will go into effect on January 8, 2014; Panels 0035, 0045, 0065, 0130, 0134, 0140, 0145 & 0225 are being modified. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE 2013-25

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

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

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

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

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

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

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

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

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

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

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

Floodplain and Special Flood Hazard Area (SFHA). These two terms are synonymous. The land in the floodplain within the County subject to a 1 percent or greater chance of flooding in any given year. The floodplains of the Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubansee Creek, and West Aux Sable Creek are generally identified on the countywide Flood Insurance Rate Map of Kendall County prepared by the Federal Emergency Management Agency and dated February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0035, 0040, 0045, 0050, 0055, 0060, 0065, 0070, 0075, 0080, 0085, 0090, 0100, 0125, 0176, 0200 and dated January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 & 0225. Floodplain also includes those areas of known flooding identified by the County or Administrator.

401.1 Base Flood Elevation
The BFE shall be:

a. The base flood elevation for the floodplains of Aux Sable Creek, Blackberry Creek, Clear Creek, Dave-Bob Creek, East Branch Little Rock Creek, Big Rock Creek, Fox River, Harvey Creek, Middle Aux Sable Creek, North Arm Saratoga Creek, Waubansee Creek, and West Aux Sable Creek shall be as delineated on the 100-year flood profiles in the countywide Flood Insurance Study of Kendall County prepared by the Federal Emergency Management Agency on February 4, 2009 for panels 0005, 0010, 0015, 0020, 0030, 0040, 0045, 0050, 0055, 0060, 0065, 0070, 0075, 0080, 0085, 0090, 0100, 0125, 0176, 0200 and dated January 8, 2014 for panels 0035, 0037, 0039, 0045, 0065, 0130, 0135, 0140, 0145 & 0225.

ADOPTED BY THE COUNTY BOARD THIS 17th DAY OF DECEMBER, 2013.
Co Board 12/17/2013
Contractual Services proposal from Erickson Construction

Member Gryder made a motion to accept the contractual services proposal from Erickson Construction for plumbing inspections at a rate not to exceed $140 per inspection. Member Culick seconded the motion.

Member Purcell asked how many typical inspections are done on a residential property. Ms. Zubko stated that about 90 were done this year, the fee is charged to the county.

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

Public Safety

Award bid to Gjovik Ford Inc

Member Prochaska made a motion to award a bid for the Kendall County Sheriff’s Office Vehicle Maintenance Service RFP relating to vehicle maintenance services to Gjovik Ford, Inc. in the amount of: $18.89 per vehicle PERIODIC MAINTENANCE/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $16.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; all together equaling a TOTAL BASE BID OF $75.87 per vehicle with an additions 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $59.75 per hour. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Agreement with Gjovik Ford Inc

Member Prochaska made a motion to approve an Agreement between Kendall County, the Kendall County Sheriff and Gjovik Ford, Inc for Vehicle Maintenance Service for vehicle maintenance services effective January 1, 2014 through December 31, 2015 not to exceed the Kendall County Sheriff’s Office Vehicle Maintenance Service RFP awarded amounts of: $18.89 per vehicle PERIODIC MAINTENANCE/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $18.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $59.75 per hour. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Memorandum of Agreement

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

Assistant State’s Attorney, Leslie Johnson informed that board that Deputy Geisen was injured in the line of duty in November of 2012. The injury has taken longer than anticipated to heal. The memorandum of agreement allows Mr. Geisen to be placed on an unpaid leave of absence with a conditional right to reinstatement. If Mr. Geisen is unable to return to work before August 1, 2014 then his employment with the county will cease automatically on August 2, 2014. The Sheriff can fill Mr. Geisen’s existing position; whenever there is an opening the Sheriff will provide written notice to Mr. Geisen letting him know that a position is available and he will have preferential right to reinstatement provided he has written notice from a qualified physician releasing him to return to full duty with no restrictions.

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

Administration/HR

Health Flexible Spending Account

Member Gilmour made a motion to approve the revised benefits policy to allow plan participants to carry over up to $300 of unused amount remaining in a Health Flexible Spending Account (FSA) at the end of the plan year to the

Co Board 12/17/2013 - 9 -
following plan year effective the plan year commencing on January 1, 2014. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Bid to Ayres Associates

Member Gilmour moved to award the bid for the 2014 Kendall County Spring Aerial Imagery Mission (RFP #GIS-001) to Ayres Associates in an amount not to exceed $34,500.00. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Contract with Ayres Associates

Member Gilmour asked to put this off until next month, the contract is under legal review.

Federal Surplus Property Program

Member Gilmour made a motion to approve a resolution for Kendall County's Participation in the State of Illinois Federal Surplus Property Program. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

THE COUNTY OF KENDALL, ILLINOIS
RESOLUTION FOR PARTICIPATION IN
STATE OF ILLINOIS
FEDERAL SURPLUS PROPERTY PROGRAM

RESOLUTION 13-34

WHEREAS, the County of Kendall, Illinois has limited fiscal resources available for the procurement of heavy-duty construction equipment, vehicles, commodities, and other property; and

WHEREAS, the State of Illinois' Federal Surplus Property Program offers a variety of surplus property at approximately 5-25 percent of the acquisition value, effectively reducing program costs by acquiring items that have been used to their life expectancy or property that must be replaced for safety or economic reasons; and

WHEREAS, the County of Kendall, Illinois agrees to the following terms and conditions to use the surplus property only in the official program which it represents, and upon receipt, agrees to place the surplus property into use within one year; and it agrees that the property shall be used for a period of one year (certain items, eighteen months); that it agrees it will not sell, loan, trade or tear down the property without written consent from the State of Illinois; and

WHEREAS, the County of Kendall understands that surplus property must be used in an authorized program and that personal use or non-use of surplus property is not allowed;

THEREFORE, WE THE BOARD OF KENDALL COUNTY do hereby consent and decree that the County of Kendall is authorized to participate in the State of Illinois Federal Surplus Property Program.

Approved by the County of Kendall, Illinois Board this 17th day of December, 2013.

John A. Shaw, Chairman
County Board

Attest:
Debbie Gillette
County Clerk

Human Resources Audit and Review of County Department Job Descriptions

Member Gilmour made a motion to authorize the State's Attorney's Office to conduct a Human Resources Audit and Review of County Department Job Descriptions. Member Cullick seconded the motion.

Assistant State's Attorney, Leslie Johnson stated that the human resources audit would cover topics including management, hiring, new employees wages and hour, benefits, employee relations and employment practices, safety and security, discrimination and employee rights, worker's compensation, employee separation, record keeping and other documentation practices.

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

Highway

Jurisdictional Transfer of Old Grove Road
Co Board 12/17/2013
Member Koukol made a motion to approve the jurisdictional transfer of Old Grove Road to Na-Au-Say Township, including a Local Agency Agreement for Jurisdictional Transfer and a Local Agency Resolution providing for the deletion of a portion of Grove Road from the Kendall County Road System. Member Grvder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 13-33 is available in the Office of the County Clerk.

Member Koukol reviewed the minutes in the packet from the December 10, 2013 meeting.

Facilities

Member Koukol reviewed the minutes in the packet from the December 2, 2013 meeting.

Finance

Member Pursell moved to approve the claims submitted in the amount of $3,297,346.45. Member Gilmour seconded the motion.

COMBINED CLAIMS: FCLT MGMT $61,135.18, B&Z $4,111.22, CO CLK & RCDR $78.75, ELECTION $270.70, SHRFF $3,585.34, CRRTINS $25,712.08, MERIT $380.00, EMA $1,420.08, JURY COMM $364.18, CRCT CT JBG $25,182.23, GM STR $269.89, PUB DFNDR $1,565.00, ST ATTY $1,433.67, SFRV OF ASMNT $5,150.07, TRSR $796.20, EMPLOY LHINS $149.20, OFF OF ADM SRV $1,680.43, GNRL INS & BNDG $49.00, CO BD $1,721.96, TECH SRV $21,365.87, KENCOM $887,500.00, ECON DEV $833.68, LIABL INSUR SRV $1,180.89, CO HWY $9,693.73, TRANSPORT SALES TX $1,501.80, HLTH & HMN SRV $105,171.55, FRST PRSRV $10,561.58, PD DEBT $315,567.50, ANML CNTRL EXPS $2,152.51, CO RCDR DOC STRG $5,500.00, HIDTA $53,199.36, COMM FND $122.12, CRT SEC FND $236.64, LAW LRNY $3,000.00, PRVTN SRV $2,927.93, GIS $20.70, KEN AREA TRANS $58,679.00, ADMIN DBT $495.00, ENG/CONS $1,073.50, SHRFF $2,226.24, ANML POP $780.00, VAC $7,421.80, FP BND PROC 2007 $5,637.00, FP DBT $1,635,187.50

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

Agreement with Securus Technologies

Member Pursell made a motion to approve the agreement between Kendall County Sheriff's Office, Kendall County and Securus Technologies, Inc., for the provision of inmate telephone services to the Kendall County Jail by Securus Technologies, Inc, from the period of December 17, 2013 through December 17, 2015 for the cost of zero ($0) dollars. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Lease Payments

Member Pursell made a motion to recommend the deposits of lease payments received from the Housing Authority, KCDEE, Easter Seals and other tenants of 811 W John Street, Yorkville into County Building Debt Service Fund number 56. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the December 12, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrl stated that they did not meet.

VAC

Member Wehrl stated that they met on November 5th and the next scheduled meeting is January 8, 2014.
Chairman Wehrli stated that they meet on December 18, 2013.

Board of Health

Member Wehrli reported that they will meet on January 21, 2014 and it will be a strategic planning meeting.

708 Mental Health Board

Member Gilmour reported that they met on December 4, 2013. They went over the awards of the funds. The next meeting is in March.

Rivervalley Workforce Investment Board

Member Koukol stated that they went over the future of the board and they voted on insurance.

OTHER BUSINESS

Member Purcell commented that Judge McCann brought together a group of people to look at the potential of a drug court in Kendall County.

Member Prochaska informed the board that UCCI released the education seminars for February. The topics include the county board's role in personal matters, crafting an ordinance, addressing budget issues, and avoiding litigation - individual, personal and liability.

CHAIRMAN'S REPORT

Chairman Shaw spoke about the CMAP meeting and the MPO Policy committee. They discussed what is new and what is going on in the region as far as economic development is concerned.

ADJOURNMENT

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

Motion carried.

Approved and submitted this 30th day of December, 2013.
Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
AGREEMENT FOR PROFESSIONAL SERVICES
FOR
ORTHOPHOTOGRAPHY / PHOTOGRAMMETRIC SERVICES

THIS AGREEMENT is made by and between Kendall County (OWNER) and Ayres Associates Inc, 5201 E. Terrace Drive, Suite 200, Madison, WI 53718 (CONSULTANT).

WHEREAS, the OWNER intends to retain the CONSULTANT to provide digital 4-band aerial imagery and digital orthoimagery services in 2014.

NOW, THEREFORE, the OWNER and CONSULTANT agree to the performance of professional services by CONSULTANT and payment for those services by OWNER as set forth below:

ARTICLE 1 – SCOPE OF SERVICES

1.1 Basic Services

After written authorization to proceed, CONSULTANT shall:

1.1.1 Obtain 4-band (RGB,IR) digital aerial imagery during the spring of 2014 using a calibrated, large-format digital photogrammetric camera system for the project area shown on Attachment A. Aerial imagery will be acquired at 5.5-inch ground sample distance, suitable for the production of color orthoimagery at 6-inch ground pixel resolution. Imagery will not be attempted when the ground is obscured by snow, foliage, haze, smoke, or dust; when streams are outside their normal banks; or when the clouds or cloud shadows will appear on more than 5% of the area of any one image. Imagery shall be completed leaf-off and snow-free. The aerial imagery will only be acquired when the sun angle is 30 degrees or greater above the horizon.

1.1.2 Collect control for the project using Inertial Measurement Unit (IMU), Airborne Global Positioning System (ABGPS), and ground-based GPS technology. The ground control established will be sufficient to support analytical aerotriangulation and orthoimagery which meets ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The coordinates shall be horizontally georeferenced to Illinois State Plane, East, Zone, US survey feet, NAD83.

1.1.3 Prepare an analytical aerotriangulation solution for the aerial imagery. The analytical aerotriangulation solution for OWNER will support digital orthoimagery meeting ASPRS Class 1 horizontal accuracy for 1" = 100' map scale.

1.1.4 Prepare 6-inch resolution color digital orthoimagery for the project area shown on Attachment A. Orthoimagery products will be produced to support ASPRS Class 1 horizontal accuracy for 1" = 100' map scale. The orthoimagery tiling structure will follow the OWNER’S existing tile schematic, delivered in uncompressed, TIFF format (with world file). Orthoimagery will include a MrSID format compressed mosaic of the tiles.

1.1.5 Prepare FGDC compliant metadata.
1.1.6 Final deliverable products to OWNER will include:

- **Aerial Imagery Data**
  - Preliminary flight diagram, including approximate flight lines and image centers in PDF format
  - Geodatabase of "as-flown" data including: point feature class of photo centers of each exposure and line feature class of the flight lines
- **6-inch Resolution Color Orthoimagery, 4-Band**
  - One complete set of digital, 4-band orthoimagery, uncompressed GeoTIFF format with associated world files
  - MrSID compressed tiles
  - MrSID project-wide mosaics
- **Aerotriangulation report**
  - RMS error summaries
  - Coordinate values, in ASCII file format, of all triangulation points, including control, pass, drop, tie, and quality control
- **Ground Control Survey report**
  - Field notes
  - Control points in ASCII format
  - Control points in Geodatabase format
- **Metadata**
  - Compliant with the FGDC's Data Content and Process Standards, in XML format

1.1.7 The CONSULTANT will submit written monthly status reports to the County. These reports will include:

a. Any product or document that is delivered,
b. Meetings held, planned, or requested, including the minutes thereof,
c. Issues or problems that are encountered, need to be addressed, or resolved,
d. Invoicing and payment, and
e. Production goals for the next reporting period.

1.1.8 CONSULTANT’s Basic Services shall include all services, specifications and obligations as presented in Kendall County RFP No. GIS-001, which is hereby incorporated by reference along with the Appendix I, II, III, IV, V & VI and CONSULTANT’s Response to the same, for which Consultant was awarded this Contract. Any conflicts between the scope of services as represented in this Contract and those articulated in the RFP and accompanying documents as referenced above, shall be controlled by the terms of RFP No. GIS-001 issued on November 8, 2013.

ARTICLE 2 – CHANGES IN THE SCOPE OF SERVICES

2.1 Services Requiring Changes in the Scope of Services

The OWNER or the CONSULTANT may, from time to time, request changes in the scope of services to be performed hereunder. Such changes, while not anticipated, may include an increase or decrease in the amount of CONSULTANT’S compensation. Any such changes must be mutually agreed by and between OWNER and CONSULTANT and shall be incorporated in written amendments to this agreement. Such changes may include:

2.1.1 Services to investigate existing conditions or facilities or to verify the accuracy of information furnished by OWNER.

2.1.2 Services resulting from significant changes in the general scope, extent or character of
the Project.

2.1.3 Furnishing services of independent professional associates and consultants for other than Basic Services.

2.1.4 Preparing to serve or serving as a consultant or witness for OWNER in any litigation, arbitration or other legal or administrative proceeding involving the Project.

2.1.5 Additional services in connection with the Project, including services, which are to be furnished by OWNER and services not otherwise, provided for in this Agreement.

ARTICLE 3 - OWNER'S RESPONSIBILITIES

OWNER shall do the following in a timely manner so as not to delay the services of CONSULTANT:

3.1 Place at CONSULTANT's disposal all available pertinent information, upon which the CONSULTANT can rely.

3.2 Arrange for access to and make all provisions for CONSULTANT to enter upon public and private property as required for CONSULTANT to perform services under this Agreement.

3.3 Furnish approvals and permits from all governmental authorities having jurisdiction over the Project and such approvals and consents from others as may be necessary for completion of the Project.

3.4 Give prompt written notice to CONSULTANT whenever OWNER observes or otherwise becomes aware of any development that affects the scope or timing of CONSULTANT's services.

3.5 Provide project limits and tile schematic in vector format with same coordinate system to be utilized for the deliverable products

3.6 Provide existing Digital Terrain Model (LiDAR bare earth data) and associated metadata.

ARTICLE 4 - PERIODS OF SERVICE

4.1 The provisions of this Article 4 and the compensation for CONSULTANT's services have been agreed to in anticipation of the orderly and continuous progress of the Project.

CONSULTANT understands that pursuant to the RFP for which the contract was awarded, the following penalties as outlined in Appendix III shall be applied if services are not completed within the specified time frame:

<table>
<thead>
<tr>
<th>Time Frame</th>
<th>Penalty</th>
</tr>
</thead>
<tbody>
<tr>
<td>1-30 Days past Due</td>
<td>5% of Contract Amount</td>
</tr>
<tr>
<td>31-60 Days past Due</td>
<td>10% of Contract Amount</td>
</tr>
<tr>
<td>61-90 Days past Due</td>
<td>25% of Contract Amount</td>
</tr>
<tr>
<td>91-120 Days past Due</td>
<td>50% of Contract Amount</td>
</tr>
<tr>
<td>121+ Days past Due</td>
<td>100% of Contract Amount</td>
</tr>
</tbody>
</table>
4.2 All services called for in Article 1 will be completed and submitted by December 31, 2014. Specific tasks will be completed and delivered according to the following schedule:

<table>
<thead>
<tr>
<th>Task</th>
<th>Completion Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>Finalize flight plan, select Pilot Area</td>
<td>February 15, 2014</td>
</tr>
<tr>
<td>Aerial Imagery acquisition</td>
<td>March 31, 2014 (as weather permits)</td>
</tr>
<tr>
<td>Submit unprocessed imagery of Pilot Area</td>
<td>March 31, 2014</td>
</tr>
<tr>
<td>Pilot Area Submittal and Review</td>
<td>June 15, 2014</td>
</tr>
<tr>
<td>Complete orthoimagery TIFF tiles</td>
<td>September 30, 2014</td>
</tr>
<tr>
<td>MrSID tiles and mosaics</td>
<td>Two weeks after OWNER accepts TIFF tiles (approximately October 31, 2014)</td>
</tr>
</tbody>
</table>

4.3 CONSULTANT’s services under this Agreement shall be considered complete when submissions have been accepted by the OWNER.

4.4 If OWNER has requested significant modifications or changes in the general scope, extent or character of the Project, the time of performance of CONSULTANT’s services shall be adjusted equitably, and any such modification shall be in writing signed by both parties.

ARTICLE 5 - PAYMENTS

5.1 Compensation for Services

5.1.1 OWNER shall compensate CONSULTANT for services included in Article 1 as follows:

5.1.1.1 For services outlined above, OWNER shall pay CONSULTANT a lump sum fee of $34,500.00.

5.1.1.2 CONSULTANT shall submit invoices for Basic and Additional Services Rendered according to the following schedule.

   - Invoice 1, Imagery acquisition and survey: 45% of the total project fees ($15,525.00) upon completion and acceptance of the aerial imagery mission and GPS survey (approximately May 1, 2014).

   - Invoice 2, Processing and preparation of deliverable products: 55% of the total fees ($18,975.00) upon completion and acceptance of orthoimagery products (approximately October 15, 2014).

5.2 Other Provisions Concerning Payments

5.2.1 Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)

5.2.2 In the event of termination by OWNER without cause, CONSULTANT will be reimbursed
for all charges and services rendered to date. However, should OWNER terminate the agreement due to a substantial failure on CONSULTANT's part, no such reimbursement shall be paid (See 6.3 below).

5.2.3 Records pertinent to CONSULTANT’s compensation will be kept in accordance with generally accepted accounting practices.

5.2.4 Any changes in compensation must be mutually agreed by and between the OWNER and the CONSULTANT and shall be incorporated in written amendments to this agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

6.1 Reuse of Documents

Any reuse of the services and documents provided under this agreement for purposes not intended, will be at the owners sole risk.

6.2 Controlling Law

This Agreement is to be governed by the law of the State of Illinois.

6.3 Termination

The obligation to provide further services under this Agreement may be terminated by either party upon seven days' written notice in the event of substantial failure by either party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may also be terminated without cause by Kendall County upon written notice delivered to the CONSULTANT at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

6.4 Indemnification

The CONSULTANT shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, in regard to The CONSULTANT’s performance or failure to adequately perform its obligations pursuant to this agreement as well as those arising from any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from The CONSULTANT’s negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Kendall County’s participation in its defense shall not remove CONSULTANT’s duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

6.5 Data ownership Assignment
The CONSULTANT assigns sole ownership of the data (deliverables) to the OWNER and its project participants for all deliverable products produced under this contract and such data shall not be copyrighted by the CONSULTANT. The CONSULTANT agrees that the products and documents shall not be made available to nor used to prepare additional products for any individual or organization at any time without prior written approval by the OWNER.

6.6 **Non-Appropriation.**

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

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

6.9 **Authority To Execute Agreement**
The County of Kendall and the CONSULTANT each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

6.10 **Choice of Law and Venue**
This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

6.11 **Warranties**
All services to be undertaken by the CONSULTANT shall be carried out by competent and properly trained personnel of the CONSULTANT to the highest standards and to the satisfaction of Kendall County. No warranties implied or explicit may be waived or denied.

6.12 **Assignment**
Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

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

6.14 **Non-Discrimination**
The CONSULTANT, 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.

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

6.16 Insurance
The CONSULTANT will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, the CONSULTANT shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall. Kendall County shall also be designated as the certificate holder.

6.17 Force Majeure.
 Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (“the claiming party”) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

6.18 Remedies
In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enfore performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys’ fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

ARTICLE 7 - EXHIBITS AND SCHEDULES

7.1 The following Exhibits are attached to and made a part of this Agreement.

7.1.1 Attachment A – Project Area Map (consists of 1 page).

7.1.2 Kendall County RFP No. GIS-001, along with the Appendix’ I, II, III IV, V & VI and Consultant’s Response to the same.

7.2 This Agreement (consisting of pages 1 to 6, inclusive), together with the Exhibits and Attachments identified above, constitute the entire agreement between OWNER and CONSULTANT and supersede all prior written or oral understandings. This Agreement and said Exhibits may only be amended, supplemented, modified or canceled by a duly executed written instrument. Amendments, supplements and modifications shall not be effective unless duly authorized in writing by Kendall County.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as of the day and year first written above.

Kendall County, Illinois

OWNER

Ayres Associates Inc

CONSULTANT

(Signature)

________________________________________

John Shaw

Typed Name

Chairman, Kendall County Board

Title

(Date)

Kirk M. Contrucci

Vice President

12-20-13
Attachment A
Map of Project Area

Project Limits (in red) with Approximate New Control Locations
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$ 41,785.25</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$ 12,851.50</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$ 21,752.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$ 2,718.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$ 51.88</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$ 4,700.25</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$ 10,881.00</td>
</tr>
<tr>
<td>CK # 17469</td>
<td>To KC Treasurer</td>
<td>$ 118,740.15</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $932.00 ck # 17468
Dom Viol Fund sent from Clerk's office $155.00 ck 17467
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>2012-2013</th>
<th>2011-2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 14,878.00</td>
<td>$ 12,071.00</td>
<td>$ 2,807.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 13,020.00</td>
<td>$ 12,750.00</td>
<td>$ 270.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ 390.00</td>
<td>$ 420.00</td>
<td>$ (30.00)</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 24,706.28</td>
<td>$ 26,737.09</td>
<td>$ (2,030.81)</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 386,561.00</td>
<td>$ 393,844.00</td>
<td>$ 2,717.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$ 449,555.28</td>
<td>$ 445,822.09</td>
<td>$ 3,733.19</td>
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<tr>
<td>County Revenue</td>
<td>$ 339,401.75</td>
<td>$ 252,086.25</td>
<td>$ 87,315.50</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$ 244,527.50</td>
<td>$ 243,075.00</td>
<td>$ 1,452.50</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$ 412,673.00</td>
<td>$ 409,908.00</td>
<td>$ 2,765.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$ 51,549.00</td>
<td>$ 51,214.00</td>
<td>$ 335.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$ 424.16</td>
<td>$ 430.94</td>
<td>(6.78)</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$ 74,463.27</td>
<td>$ 71,641.35</td>
<td>$ 2,811.92</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$ 213,795.00</td>
<td>$ 217,278.00</td>
<td>(3,483.00)</td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$ 1,786,378.96</td>
<td>$ 1,691,455.63</td>
<td>$ 94,923.33</td>
</tr>
</tbody>
</table>
# Kendall County General Fund

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR ONE MONTH ENDED 12/31/2013**

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>REVENUES</strong></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$19,255</td>
<td>5.28%</td>
<td>$19,454</td>
<td>6.18%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$235,432</td>
<td>9.77%</td>
<td>$132,416</td>
<td>6.79%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$365,000</td>
<td>$35,529</td>
<td>8.99%</td>
<td>$33,259</td>
<td>9.76%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$73,362</td>
<td>8.15%</td>
<td>$75,015</td>
<td>7.92%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$28,920</td>
<td>6.40%</td>
<td>$41,955</td>
<td>10.49%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$72,781</td>
<td>6.62%</td>
<td>$93,558</td>
<td>7.80%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$520,000</td>
<td>$32,279</td>
<td>6.21%</td>
<td>$42,165</td>
<td>7.67%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$5,797</td>
<td>14.49%</td>
<td>$1,802</td>
<td>4.01%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$391</td>
<td>1.12%</td>
<td>$379</td>
<td>1.08%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$87,662</td>
<td>7.88%</td>
<td>$85,606</td>
<td>7.80%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$206,713</td>
<td>8.40%</td>
<td>$205,125</td>
<td>8.55%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$16,917</td>
<td>5.73%</td>
<td>$29,971</td>
<td>15.77%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$104,840</td>
<td>12.33%</td>
<td>$129,940</td>
<td>16.14%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$31,002</td>
<td>4.77%</td>
<td>$81,885</td>
<td>11.86%</td>
</tr>
<tr>
<td><strong>TOTALES</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$952,881</strong></td>
<td>8.20%</td>
<td><strong>$972,511</strong></td>
<td>8.86%</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$361,614</td>
<td>8.41%</td>
<td>$360,939</td>
<td>8.59%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$361,614</td>
<td>8.41%</td>
<td>$360,939</td>
<td>8.59%</td>
</tr>
</tbody>
</table>

*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 6.33%*

## EXPENDITURES

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$2,698,306</td>
<td>10.87%</td>
<td>$1,687,365</td>
<td>6.98%</td>
</tr>
</tbody>
</table>
### Annual Case Filings in the Kendall County Circuit Court

**Becky Morganegy Clerk of the Circuit Court**

**Twenty-Third Judicial Circuit**

<table>
<thead>
<tr>
<th>Category</th>
<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
<th>5-Year Average</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption</td>
<td>31</td>
<td>19</td>
<td>21</td>
<td>21</td>
<td>19</td>
<td>22.2</td>
</tr>
<tr>
<td>Contempt of Court</td>
<td>6</td>
<td>7</td>
<td>3</td>
<td>7</td>
<td>3</td>
<td>5.2</td>
</tr>
<tr>
<td>Criminal Felony</td>
<td>515</td>
<td>405</td>
<td>429</td>
<td>414</td>
<td>408</td>
<td>434.2</td>
</tr>
<tr>
<td>Chancery</td>
<td>1520</td>
<td>1856</td>
<td>1383</td>
<td>1536</td>
<td>865</td>
<td>1434.4</td>
</tr>
<tr>
<td>Foreclosures</td>
<td>1506</td>
<td>1827</td>
<td>1382</td>
<td>1507</td>
<td>850</td>
<td>1414.4</td>
</tr>
<tr>
<td>Criminal Misdemeanor</td>
<td>1535</td>
<td>1288</td>
<td>1222</td>
<td>1231</td>
<td>1059</td>
<td>1267.0</td>
</tr>
<tr>
<td>Conservation Violation</td>
<td>67</td>
<td>59</td>
<td>31</td>
<td>42</td>
<td>51</td>
<td>60.0</td>
</tr>
<tr>
<td>Divorce</td>
<td>482</td>
<td>469</td>
<td>486</td>
<td>428</td>
<td>450</td>
<td>453.2</td>
</tr>
<tr>
<td>Driving Under the Influence</td>
<td>387</td>
<td>253</td>
<td>290</td>
<td>287</td>
<td>236</td>
<td>290.6</td>
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<tr>
<td>Eminent Domain</td>
<td>0</td>
<td>5</td>
<td>34</td>
<td>41</td>
<td>1</td>
<td>18.2</td>
</tr>
<tr>
<td>Family</td>
<td>142</td>
<td>170</td>
<td>156</td>
<td>122</td>
<td>138</td>
<td>145.6</td>
</tr>
<tr>
<td>Juvenile</td>
<td>4</td>
<td>4</td>
<td>3</td>
<td>1</td>
<td>7</td>
<td>3.8</td>
</tr>
<tr>
<td>Juvenile Neglect or Abuse</td>
<td>21</td>
<td>32</td>
<td>19</td>
<td>18</td>
<td>18</td>
<td>21.2</td>
</tr>
<tr>
<td>Juvenile Delinquent</td>
<td>288</td>
<td>316</td>
<td>260</td>
<td>263</td>
<td>266</td>
<td>276.8</td>
</tr>
<tr>
<td>Law (Claim over $50,000)</td>
<td>138</td>
<td>141</td>
<td>106</td>
<td>88</td>
<td>117</td>
<td>118.0</td>
</tr>
<tr>
<td>Law Medium (Claim $10,000 - $50,000)</td>
<td>1043</td>
<td>1154</td>
<td>1127</td>
<td>938</td>
<td>828</td>
<td>1017.9</td>
</tr>
<tr>
<td>Municipal Corporation</td>
<td>0</td>
<td>2</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0.4</td>
</tr>
<tr>
<td>Miscellaneous Remedy</td>
<td>170</td>
<td>170</td>
<td>153</td>
<td>197</td>
<td>192</td>
<td>176.4</td>
</tr>
<tr>
<td>Order of Protection</td>
<td>134</td>
<td>117</td>
<td>161</td>
<td>161</td>
<td>226</td>
<td>199.8</td>
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<tr>
<td>Ordinance Violation</td>
<td>301</td>
<td>113</td>
<td>91</td>
<td>89</td>
<td>80</td>
<td>134.8</td>
</tr>
<tr>
<td>Probate</td>
<td>116</td>
<td>104</td>
<td>124</td>
<td>108</td>
<td>120</td>
<td>114.4</td>
</tr>
<tr>
<td>Small Claims ($0 - $10,000)</td>
<td>1649</td>
<td>1795</td>
<td>1478</td>
<td>1413</td>
<td>1350</td>
<td>1638.0</td>
</tr>
<tr>
<td>Traffic</td>
<td>19299</td>
<td>18884</td>
<td>12308</td>
<td>12130</td>
<td>11580</td>
<td>14440.8</td>
</tr>
<tr>
<td>Tax</td>
<td>35</td>
<td>59</td>
<td>66</td>
<td>65</td>
<td>75</td>
<td>60.0</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>28330</td>
<td>27261</td>
<td>21321</td>
<td>21171</td>
<td>18937</td>
<td>23604.0</td>
</tr>
</tbody>
</table>
## KENDALL COUNTY CORONER
### ANNUAL REPORT
#### FY 2013

<table>
<thead>
<tr>
<th>Natural</th>
<th>277</th>
</tr>
</thead>
<tbody>
<tr>
<td>Accident - MVA</td>
<td>2</td>
</tr>
<tr>
<td>Accident - Overdose</td>
<td>7</td>
</tr>
<tr>
<td>Suicide - Overdose</td>
<td>0</td>
</tr>
<tr>
<td>Suicide - Hanging</td>
<td>1</td>
</tr>
<tr>
<td>Suicide - GSW</td>
<td>3</td>
</tr>
<tr>
<td>Suicide - Exsanguination</td>
<td>1</td>
</tr>
<tr>
<td>Homicide</td>
<td>0</td>
</tr>
<tr>
<td>Undetermined</td>
<td>0</td>
</tr>
</tbody>
</table>

#### 291 Total Deaths

See Chart to Left for Breakdown of Deaths by Manner and Cause

| TOTAL AUTOPSIES   | 23 |
| TOTAL TOXICOLOGY SAMPLES | 21 |
| Cremation Permits  | 144 |

| Coroner's Inquests | 0 |
| Inquests Pending   | 0 |
| Training/Conferences Attended by Coroner and/or Staff | 4 |
| Coroner's Presentations | 12 |
| General Fund Revenue Generated by the Coroner's Office | $0. |
| Revenue Generated for Coroner's Special Fund | $0. |
KENDALL COUNTY CORONER
December 2013 FY 2014 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, December 01, 2013</td>
<td>1412001</td>
<td>11:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, December 03, 2013</td>
<td>1412002</td>
<td>3:13 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Thursday, December 05, 2013</td>
<td>1412003</td>
<td>12:14 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, December 06, 2013</td>
<td>1412004</td>
<td>9:33 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, December 06, 2013</td>
<td>1412005</td>
<td>11:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, December 08, 2013</td>
<td>1412006</td>
<td>8:55 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 09, 2013</td>
<td>1412007</td>
<td>12:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, December 11, 2013</td>
<td>1412008</td>
<td>4:48 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, December 12, 2013</td>
<td>1412009</td>
<td>12:53 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, December 14, 2013</td>
<td>1412010</td>
<td>7:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, December 16, 2013</td>
<td>1412011</td>
<td>2:01 PM P</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, December 17, 2013</td>
<td>1412012</td>
<td>10:33 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, December 20, 2013</td>
<td>1412013</td>
<td>5:32 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, December 24, 2013</td>
<td>1412014</td>
<td>8:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, December 27, 2013</td>
<td>1412015</td>
<td>7:49 PM</td>
<td>Accident</td>
<td>N</td>
<td>N</td>
<td>Roadway</td>
</tr>
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<td>Sunday, December 29, 2013</td>
<td>1412016</td>
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<td>N</td>
<td>Residence</td>
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<tr>
<td>Friday, December 27, 2013</td>
<td>1412017</td>
<td>11:10 AM</td>
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<td>N</td>
<td>N</td>
<td>Residence</td>
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<td>Sunday, December 29, 2013</td>
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<tr>
<td>Tuesday, December 31, 2013</td>
<td>1412019</td>
<td>1:14 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 53% 10:19

**Autopsies**

Two (2) Autopsies were performed in the month of December.

**Inquests**

There were no inquests held during the month of December.

**Statistics:**

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>Stats for Same Period In 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths.....</td>
<td>19 Total Deaths.....</td>
<td>27 (-30%)</td>
</tr>
<tr>
<td>Autopsies to Date..........</td>
<td>2 Autopsies....</td>
<td>3 (-33%)</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>2 Toxicology Samples.</td>
<td>3 (-33%)</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>8 Cremation Permits...</td>
<td>9 (-11%)</td>
</tr>
</tbody>
</table>

**Coroner's Office Personnel Update:**

* Deputy Coroner Purcell presented for Operation Impact at Oswego High School on December 4.
KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of January 14, 2014

CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:34 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich, Vice-Chair Judy Gilmour, Lynn Cullick (6:45) and Jeff Wehrli (6:36)
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko, Administrator Jeff Wilkins & Code enforcement Brian Holdiman
In the audience: Jeff Milroy

APPROVAL OF AGENDA
Judy Gilmour made a motion to approve the agenda as written, Amy Cesich seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from December 16, 2013. Amy Cesich seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Judy Gilmour made a motion to approve the expenditure report in the amount of $13,955.15 and forward it onto the Finance Committee, Amy Cesich seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

PETITIONS:
#13-26 Green Organics Inc.
Planner Angela Zubko stated as everyone may or may not remember this was continued from last month due to waiting for comments from the township. Planner Zubko stated she went to the township meeting and they recommended approval with no concerns. She also stated in the packet was the draft ordinance with all the exhibits including the host fee agreement. Planner Zubko suggests adding something stating who the payment is to and that 100% is to Kendall County and that the City of Yorkville agreed they were going to receive 0%.
(Mr. Wehrli is in attendance)

Judy Gilmour made a motion to approve the special use and forward it onto the next County Board meeting as amended by Planner Zubko. Amy Cesich seconded the motion. All agreed and the special use was approved.

#14-01 Building Code Update Including building permit fees
Code Enforcement Officer Brian Holdiman stated he put together a memo and wanted some discussion before redlining the changes. Mr. Holdiman went page by page. Included in the packet are what codes other
jurisdictions are currently using. Ms. Cesich asked if Brian needs to take training to learn these new codes. Mr. Holdiman stated yes he needs 12 hours to keep all his certification current. Mr. Holdiman stated the code cycle is every 3 years so we’re on 2006, there was one in 2009 and Mr. Holdiman recommends to adopt the 2012 version. There was some discussion on why the County did not adopt the 2009 building code. Page 11 are the highlighted sections Mr. Holdiman feels is the most important regarding changes. Mr. Holdiman would like to bring up a couple sections.

(Ms. Cullick is in attendance)

First is the R302.5 (page 12) requires a self-closing door between the garage and the main home. The consensus (3-2) was to delete self-closing doors.

On Page 13 (303.4) it would require a whole house mechanical ventilation system. This would have to be designed by a mechanical contractor. Mr. Wehrli stated everyone does not like a lot of the energy codes and this falls into the energy code as well. Mr. Holdiman stated we can opt out of some of the codes. There was a brief discussion on why the costs of construction will go up due to some of the code changes. Mr. Holdiman wanted to state we cannot opt out of anything from the Energy Code and State Plumbing code, we can opt out of items from all the other codes. Mr. Holdiman wants to know if the County wants to enforce the Energy or not enforce it. Back to Page 13 the consensus was they would like to know a little more information and cost.

Page 14 (310.2.2) requires window wells to direct water, the consensus was to keep this.

Page 15, (R313) this is the residential sprinkler system requirement. Most jurisdictions are opting out of this requirement. There was discussion on insurance and possible damage and also the fact the County homes are on wells. The consensus is to opt out of this item.

Page 16, (R314) wireless technology for smoke alarms. Consensus was to keep.

Page 17, (405.1) Filter membranes in drain tiles, consensus was to keep.

Page 18 (501.3), floors be fire rated, there are some exceptions. The consensus was to look at the exemptions.

Page 19 (507), this gives direction on how to secure your wood deck to your house. The consensus was to keep this.

Page 20 (507.3) consensus was to keep.

Page 21 (602.7.1), consensus was to keep.

Page 22 (1003.9.1) install a chimney cap, consensus was to keep.

Page 23 (N1101.16) a certificate that is required, the consensus is to keep it.

Page 24 (N1102.4.1.2) this is the blower door test, consensus is to keep a little more information (Mr. Wehrli will get some information).

Page 24 (N1103.2.3) building framing cavities can no longer be used as return air ducts or plenums, consensus was that it’s part of the energy code so this is questionable to keep or delete.

Page 25 (N1104.1) is about lighting fixtures, consensus is to delete this section.

Page 26 (M1301.2) piping and tubing, consensus is to keep for now, the group did not feel strongly to delete or keep it.

Page 27 (M1401.3), Manual S was added for sizing heating and cooling equipment, consensus was to keep.

Page 28 (M1502.4) clothes dryer exhaust, consensus was to keep.

Page 29 (M1601.4.1), permit spray foam for piping, consensus to keep.

Page 30 (G2415.4) Gas piping, consensus was to keep.

Page 31 (E3608.4) Grounding electrodes, consensus was to keep.

Page 32 (E3901.11) electrical outlets in foyer, consensus was to keep.

Page 33 (E3902.12) Arc-fault protection, consensus was to delete.

Page 34 (E3905.8) fan rated boxes, consensus was to delete.

Page 35 (4002.14) Tamper resistance, consensus was to delete.
Page 37-48 did not have any issues but wanted to bring them up.

Page 50: Mr. Holdiman stated we require 2 sets of plans during the permit process, he requests 3 copies and keep one on file in our office. The consensus that works.

Page 50: Mr. Holdiman would like to require stamped drawings for new single family homes. Currently we require it for commercial. There was discussion on this but the consensus was to support that change.

Page 51-53: Means of Appeal. All appeals come to the PBZ Committee, Mr. Holdiman suggests it goes to a Board of Appeals with professionals in the fields making those decisions. Mr. Holdiman stated an appeal has never happened in the 20 years he's been here. The consensus was to have a couple experts and someone from the PBZ Committee, appointed as needed.

Page 54-55: Suggested changes in the fees, Brian went fee by fee on the proposed changes.

Page 56-82: What other jurisdictions charge, a chart could not be made due to the uniqueness of other jurisdictions.

Page 83: Waivers and refunds. Mr. Holdiman would like to include Townships, park districts and other government agencies or should they be case by case? The consensus was to include them unless requesting more. 501.3.c status paperwork with the Secretary of State Stamp.

NEW BUSINESS

1. 50% waiver request for building permit fees in the amount of $105 (Total permit in the amount of $210) for 9925 Route 47. Kendall Township will be remodeling the building and using it for township business. With no questions Lynn Cullick made a motion to cut the Kendall Township building permit fees in half. Jeff Wehrli seconded the motion, with a roll call vote all agreed and the motion was approved.

2. 100% waiver request for building permit fees for a sign in the amount of $158 for 0 Boulder Hill Pass. The Oswegoland Park District is requesting a non-illuminated sign for the Boulder Point Center. Planner Zubko stated staff would support a 50% reduction like with Kendall Township. Lynn Cullick made a motion to cut the Oswegoland Park District building permit fees for a non-illuminated sign in half. Jeff Wehrli seconded the motion, with a roll call vote all agreed and the motion was approved.

3. Emerson Creek Special Use. Planner Zubko stated the PBZ Department, Health Department, SAO and Mr. Wehrli all met last week and there is nothing to discuss at this meeting at this time.

4. 10009 Legion Road Special Use discussion. Planner Zubko stated there is nothing to discuss at this time.

5. Discussion on future goals of the PBZ Department. Planner Zubko stated she is starting to get ready for the annual meeting and wondering if the PBZ Committee had any future goals for the department. None were suggested at this time.

OLD BUSINESS—None

PUBLIC COMMENT—None

UPDATE ON HISTORIC PRESERVATION—Planner Zubko stated Ms. O’Conner would love to talk to a Committee of the Whole meeting when the weather gets nicer and suggested to help alleviate their concerns to put language about a supermajority vote if the land owner objects.

UPDATE ON CMAP LAND USE COMMITTEE MEETING—No meeting in December, next meeting on January 15, 2014 where we will be discussing updating the 2040 plan again.

PROJECT STATUS REPORT—Reviewed

1.13.14 PBZ Meeting Minutes
PERMIT REPORT—Reviewed
REVENUE REPORT—Reviewed
CORRESPONDENCE—None
EXECUTIVE SESSION—None

ADJOURNMENT—Next meeting will be on February 10, 2014
Judy Gilmour made a motion to adjourn the meeting. Lynn Cullick seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:51 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
ORDINANCE NUMBER 2014 - ______ 

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

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

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

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

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

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

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

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

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

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

WHEREAS, said property is legally described as:

PARCEL 1
THAT PART OF THE NORTHWEST QUARTER OF SECTION 8, TOWNSHIP 37 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG THE NORTH LINE OF SAID NORTHWEST QUARTER 953.68 FEET TO A POINT IN THE CENTER LINE OF A BRANCH OF THE ROB ROY CREEK FOR THE POINT OF BEGINNING; THENCE CONTINUING NORTH 88 DEGREES 29 MINUTES 44 SECONDS EAST ALONG SAID NORTH LINE 1699.46 FEET TO THE NORTHEAST CORNER OF SAID QUARTER SECTION; THENCE SOUTH 0 DEGREES 07 MINUTES 06 SECONDS EAST ALONG THE EAST LINE OF SAID QUARTER SECTION 1124.58 FEET; THENCE SOUTH 88 DEGREES 27 MINUTES 18 SECONDS WEST 2655.97 FEET TO A POINT ON THE WEST LINE OF SAID QUARTER SECTION THAT IS 1126.52 FEET SOUTH OF THE NORTHWEST CORNER OF SAID QUARTER SECTION; THENCE NORTH 87 DEGREES 09 MINUTES 12 SECONDS EAST 1498.51 FEET TO A POINT IN THE CENTER OF SAID ROB ROY CREEK; THENCE NORTH 28 DEGREES 38 MINUTES 38 SECONDS WEST ALONG SAID CREEK, 1134.24 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF BRISTOL, KENDALL COUNTY, ILLINOIS

PIN: 02-08-100-006

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

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

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

WHEREAS, the findings of fact were approved as follows:

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

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

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will be adding any new utilities, roadways or drainage to the property. They will use the current access point onto Beecher Road which has a gate which will be closed unless the operation is open.

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

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

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

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

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

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

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

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

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

7. The facility operator shall maintain a sampling schedule as shown on “Exhibit D” attached hereto dated March 11, 2008.

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

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

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

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

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

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
EXHIBIT B
A host fee shall be paid to Kendall County on a monthly basis and shall provide weight receipts.

## HOST FEE SCHEDULE

<table>
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<tr>
<th>Date to Begin</th>
<th>Fee Per Ton of Landscape Waste Received</th>
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<tbody>
<tr>
<td>Effective date of Ordinance</td>
<td>$0.75</td>
</tr>
<tr>
<td>(January 21, 2014)</td>
<td></td>
</tr>
<tr>
<td>December 1, 2016</td>
<td>$0.80</td>
</tr>
<tr>
<td>December 1, 2019</td>
<td>$0.85</td>
</tr>
</tbody>
</table>

100% of the host fees are to be paid to Kendall County.

The City of Yorkville has agreed they would waive their right to receive host fees. This will be re-evaluated during the renewal process every ten (10) years or will be no longer be evaluated if the land in the City of Yorkville seizes to be used for Green Organics, whichever comes first.

Signed at dated:

Gary J. Golinski                                    Bart Olson
United City of Yorkville Mayor                      United City of Yorkville City Administrator

Kendall County will continue to provide all inspections and testing for the Green Organics facility and the County Solid Waste Coordinator shall receive/maintain a log of complaints received on the facility.
March 11, 2008:

Mr. Joseph Mazza,
Green Organics
290 Main Place
Carrol Stream, IL-60188

Dear Mr. Mazza:

You requested confirmation of the sampling schedule that is used by Analytical Chemistry & Environmental Services, Inc. (AC&E Services, Inc.) at your compost facility in Bristol, Illinois.

The compost is tested according to 35 Illinois Administration Code (IAC) Section 830.507(a) for each 5000 tons shipped.

The well at the site is tested once per year in May in accordance with your current permit. The soil is tested once per year in September. Two composite soil samples are taken; one in the detention pond at the west side of the facility and one taken at the end of the windrows at the south end of the property. The testing is performed in accordance with your current permit.

I hope this answers your questions concerning your current testing requirements. If any further help is needed, do not hesitate to contact us.

Regards,

Teres M. Laciak
President

EXHIBIT D

cc: Steven B. Curatti, Director of Environmental Health, Kendall County
PLUMBING INSPECTIONS AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND RANDY ERICKSON, D.B.A. ERICKSON CONSTRUCTION

THIS Agreement is entered into the day and year set forth below between KENDALL COUNTY, ILLINOIS (hereinafter "Kendall County") and RANDY ERICKSON, d.b.a ERICKSON CONSTRUCTION, with its principal offices at 1218 Lakewood Drive, Somonauk, IL 60552 (hereinafter referred to as "Inspector"). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. Scope of Services: Inspector will provide Kendall County with necessary inspection services to ensure the adherence to minimum regulations governing the design, installation and construction of plumbing systems to protect the public health against the hazards of inadequate, defective or unsanitary plumbing installations. In doing so, Inspector shall perform inspections of properties in conformance with the Kendall County Building Code and Illinois State Plumbing Code, 2004 (77 Ill. Adm. Code 890), as may be amended from time to time. Such inspections shall include, but not be limited to, rough plumbing inspections, under floor plumbing inspections, final plumbing inspections before occupancy, and necessary re-inspections along with any other inspections that are requested by Kendall County to ensure compliance with, and enforcement of, the Kendall County Building Code and Illinois State Plumbing Code.

2. Inspections must be completed using the proper Kendall County reports/forms. Prior to the commencement of any requested inspection, Kendall County will prepare and provide all necessary inspection reports/forms for use by the inspector. Following an inspection, the original, completed inspection reports/forms shall be returned to the Kendall County Planning, Building & Zoning Department within twenty-four (24) hours after completion of the inspection.

3. Fees & Reimbursements for the above described work shall be a $140.00 flat fee per inspection or re-inspection performed, regardless of size, type or time necessary to complete inspection. Inspector shall issue monthly invoices to Kendall County for his services, unless no inspections were performed in a given month.

4. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

5. Kendall County shall provide notice at least one (1) business day prior to when there is a foreseeable need for an inspection to take place. However, should an emergency inspection be necessary as determined by a Kendall County Code Official, Vender agrees to provide such service upon notification.

6. Inspector’s availability is to be 12:00 PM – 4:30 P.M., Monday – Friday, except on County Holidays. Inspector must also be available in the case of emergency as determined by the Kendall County Code Official.
7. Inspector must make himself available to testify in any court proceedings within Kendall County in respect to plumbing inspections and enforcement of the Kendall County Building Code and Illinois State Plumbing Code.

8. Inspector must provide a current telephone number at all times to the Kendall County Administration office, and be available at that number to communicate with Planning, Building & Zoning Department staff.

9. Should inspector not be available to perform inspections at any time, Inspector is to provide the County with notice of his unavailability at least forty eight (48) hours in advance.

10. Inspector shall maintain an Illinois Plumbers license in good standing at all times and shall upon demand provide a copy to Kendall County at no additional cost. As of the time of signing this Agreement, Inspector is certifying that his plumbing license is current and in good standing.

11. Inspector shall not subcontract the services provided under this agreement to a third-party inspector without the prior written consent of Kendall County. It is also understood and agreed that Randy Erickson shall be the only inspector authorized to perform inspections on behalf of Erickson Construction pursuant to this contract, and that he shall not employ another inspector to fulfill the duties prescribed herein.

12. Inspections performed under this Agreement shall be completed using Inspector’s own equipment, tools and vehicles, and Kendall County shall not be responsible for reimbursing the Inspector for mileage or any other expenses incurred.

13. Inspector is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Inspector understands and agrees that Inspector is solely responsible for paying all wages, benefits and any other compensation due and owing to Inspector’s officers, employees, and agents for the performance of services set forth in the Agreement. Inspector further understands and agrees that Inspector is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Inspector’s officers, employees and/or agents who perform services as set forth in the Agreement. Inspector also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Inspector, Inspector’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Inspector, Inspector’s officers, employees and agents. Inspector 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 their past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that Inspector, its officers, employees and/or agents may sustain while performing services under the
Agreement. Inspector shall exercise general and overall control of its officers and employees.

14. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

15. Inspector agrees to indemnify and hold harmless, and defend with counsel of Kendall County's own choosing, Kendall County, 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, their board members, elected officials, insurers, employees, and/or agents may sustain, incur or be required to pay arising out of Inspector's performance or failure to adequately perform its obligations pursuant to this Agreement.

Nothing contained herein shall be construed as prohibiting Kendall County, its past, present, and future board members, elected officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Inspector's duty to indemnify, defend, and hold Kendall County harmless, as set forth above.

Kendall County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.

16. Inspector will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below for receipt of notice. Before starting work hereunder, Inspector shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder:

(a) Worker's Compensation and Occupational Disease Disability insurance:
   (i) State: Statutory limits
   (ii) Applicable Federal (e.g., Longshoremen's): Statutory limits
   (iii) Employer's Liability:
(A) $500,000 per accident
(B) $500,000 disease, policy limit
(C) $500,000 disease, each employee

(b) If written under Comprehensive General Liability Policy Form:
   (i) Bodily injury: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (ii) Property damage: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (iii) Bodily injury and property damage combined: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (iv) Personal injury: $2,000,000 aggregate per project

(c) If written under commercial general liability policy form:
   (i) $2,000,000 general aggregate per project
   (ii) $1,000,000 products completed operations aggregate
   (iii) $1,000,000 personal and adv. injury
   (iv) $1,000,000 per occurrence
   (v) $1,000 medical expenses (any one person)

(d) Business automobile liability (including owned, non-owned and hired vehicles):
   (i) Bodily injury and property damage combined: $1,000,000 per occurrence

(e) Umbrella Occurrence:
   (i) $1,000,000 per occurrence
   (ii) $1,000,000 aggregate

Kendall County shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

17. Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events may include: acts of God, acts of any governmental authorities, 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 the other party in writing, describing the nature and estimated duration of the claiming party's inability to perform due to the force majeure event.
The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

18. Upon the occurrence of any material default or breach of Agreement by either party, the injured party (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 not have remedied or caused to be remedied all outstanding defaults and/or breaches within a reasonable period of time as determined by Kendall County, 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. In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If either party 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, that party is required to use the services of an attorney, then the prevailing party shall be entitled to be reimbursed by the other party all reasonable attorneys’ fees, court costs, and expenses incurred by that party pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal. For purposes of this Agreement, the prevailing party that would be entitled to such reimbursement would be defined as a party who has recovered 75% or more of damages sought by the party.

19. Inspector 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 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.

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

21. Inspector agrees not to commit unlawful discrimination and agrees 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.

22. Nothing contained in this Agreement, nor any act of Kendall County or Inspector pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary.
principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the Inspector.

23. When performing inspections under the terms of this Agreement, the Inspector intends that any injuries to its respective employees shall be covered and handled exclusively by Inspector's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the inspector, which may result from its activities under this Agreement, shall be the responsibility of inspector.

24. 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.

25. Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other.

26. 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 Planning Building & Zoning Department, Attention: Code Enforcement Official, 111 West Fox Road, Room 203, Yorkville, Illinois, 60560, fax: (630) 553-4179 with copy sent to: County Administrator, 111 West Fox Road, Room 316, Yorkville, Illinois, 60560 and to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Inspector, to: Randy Erickson, d.b.a Erickson Construction, 1218 Lakewood Drive, Somonauk, IL 60552.

27. 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 Agreement.

28. Kendall County and Inspector each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

29. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Inspector. In the event of a default due to non-appropriation of funds, Kendall County and/or Inspector have the right to terminate
the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. (The rights of termination under this paragraph exist notwithstanding the term of this agreement as set forth in Paragraph 30)

30. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed for subsequent one (1) year terms upon written agreement signed by both parties.

31. This Agreement may be terminated by Kendall County or Inspector upon written notice delivered to the other party at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement. (The rights of termination under this paragraph exist notwithstanding the term of this agreement as set forth in Paragraph 30)

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed as set forth below.

RANDY ERICKSON, D.B.A
ERICKSON CONSTRUCTION
BY: ______________________
NAME: RANDY ERICKSON
TITLE: ____________________
DATE: ____________________

KENDALL COUNTY, ILLINOIS
BY: ______________________
NAME: JOHN SHAW
TITLE: KENDALL COUNTY BOARD
       CHAIRMAN
DATE: ____________________
Minutes of the Kendall County Public Safety Committee Meeting
Held Monday, December 9, 2013
1000 hours

Present were Committee Chair Matt Prochaska and Members Amy Cesich and Judy Gilmour. Also present were Sheriff Richard Randall, Chief Scott Koster, Deputy Coroner Jacquie Purcell, KenCom Director Dave Farris, EMA Director Joe Gillespie, Facilities Management Director Jim Smiley, Lisa Bowen, recording secretary, and Commander Phil Smith of the Sheriff’s Office. There were no members of the public present. Absent from the meeting were Elizabeth Flowers and John Shaw.

Prochaska called the meeting to order at 10:07 and requested a roll call of the members. There were three members present creating the necessary quorum for voting purposes.

Prochaska asked for a motion to approve the agenda. Gilmour made a motion to approve the agenda, seconded by Cesich. All members present voted aye. Motion carried.

Prochaska asked for a motion to approve the minutes of the November meeting. Gilmour made a motion to approve the minutes as written, seconded by Cesich. All members present voted aye. Motion carried.

Prochaska asked for Public Comment. There were no members of the public present.

Prochaska called for the Ken Com Report. Gilmour made a motion to accept the KenCom report and forward it to the county board, seconded by Cesich. Farris stated everything is listed in the report. Farris stated the Wireless 9-1-1 statistics for the month of November represented 72% of calls received and the statistics for November are attached to the report. Prochaska asked for any other questions. None. With approval of the chair, Farris excused himself from the meeting. Prochaska took a voice vote on the motion to forward the KenCom report to the county board. All members present voted aye. Motion carried.

Prochaska called for the Coroner’s Report. Gilmour made a motion to accept the Coroner’s report and forward it to the county board, seconded by Cesich. Purcell stated there were a total of 23 deaths for the month of November and 3 autopsies performed for the month of November. There were 144 permits for cremation for the month of November. Purcell stated Coroner Toftoy attended the IACO fall conference in Chicago the 25th through 27th. Purcell stated she provided a presentation to the Plano High School Driver’s Education Course on the 12th and 13th and participated in Operation Impact for the Yorkville High School Driver’s Education class on the 21st. Prochaska asked for any questions. Cesich stated that at the last meeting Coroner Toftoy mentioned Will County was going on strike and that Kendall County may have extra bodies in holding due to this. Purcell stated they did not. Prochaska asked if 291 was the end of the year total for deaths. Purcell stated yes, but this was not her annual report and she will be getting her annual report out soon. With approval of the chair, Purcell excused herself from the meeting. Prochaska took a voice vote on the motion to forward the Coroner’s report to the county board. All members present voted aye. Motion carried.
Prochaska called for the EMA Report. Gilmour made a motion to accept the EMA report and forward it to the county board, seconded by Cesich. Gillespie stated that Tracy Page did a presentation at Long Beach Elementary for their robotics team. Gillespie stated that November 7 through 12, he attended pre planning meetings for the Search and Rescue drill KCEMA hosted at Silver Springs, which took place from 5 pm to 3 am on November 15/16. Gillespie stated the monthly night business meeting with volunteers was held on November 19th. Gillespie stated they continued with siren testing, STARCOM testing and WSPY EAS testing the first Tuesday morning of November. Prochaska asked for any questions. None. Prochaska took a voice vote on the motion to forward the EMA report to the county board. All members present voted aye. Motion carried.

Prochaska called for the Sheriff’s Report. Gilmour made a motion to accept the Sheriff’s report and forward it to the county board, seconded by Cesich. Randall stated that the reports were attached and he was going to be brief today. He stated for Corrections, the out of county housing billed out for the year totaled just over $1 million. Randall stated for Operations, they will discuss the squad maintenance bids under New Business. Randall stated for Support Services, the information is in the report; however there is an addition in the Human Resources section. Koster explained that on page 3 of the Support Services report, there was more detail added regarding the open workman’s compensation claims. He stated that with the ongoing number of claims that the sheriff’s office is experiencing, he felt giving the Public Safety Committee a little more detail would be appropriate. Prochaska asked for any questions. None. Prochaska took a voice vote on the motion to forward the Sheriff’s report to the county board. All members present voted aye. Motion carried.

Prochaska called for Facilities. Smiley stated they completed the parking lot crack repairs and restriping. Smiley stated he has a third bid now for the furniture in the second phase of the Records section renovation and they will be getting started on that soon.

Prochaska called for New Business – Prochaska made a motion to award bid for Kendall County Sheriff’s Office Vehicle Maintenance Service RFP relating to vehicle maintenance services to GJOVIK FORD, INC, Inc in the amount of: $18.89 per vehicle PM/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $16.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; all together equaling a TOTAL BASE BID of $75.67 per vehicle with an additional 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $58.75 per hour. (As outlined in ATTACHMENT B - BID FORM - KCSO Vehicle Maintenance RFP, dated 15 November, 2013), seconded by Gilmour. Koster stated there were two bids and they are presenting the low bid to the committee and are looking for the committee to accept and recommend the bid to the full board. Prochaska asked for questions. Cesich asked how many vehicles this covers. Koster stated that it is for every vehicle the sheriff’s office has. Koster explained that the bid is not per vehicle, it is per occurrence for the type of service performed for the next two years. Prochaska took a voice vote on the motion to forward the bid acceptance and recommendation to the county board. All members present voted aye. Motion carried.
Prochaska made a motion for the agreement between Kendall County, the Kendall County Sheriff and Gjoviks, Inc. for vehicle maintenance services effective January 1, 2014 through December 31, 2015 not to exceed the Kendall County Sheriff's Office Vehicle Maintenance Service RFP awarded amounts of: $18.89 per vehicle PM/OIL CHANGE/FILTER/LUBE/SAFETY INSPECTION performed; $16.89 per vehicle TIRE ROTATION performed; $39.89 per vehicle WHEEL ALIGNMENT performed; 26% PARTS DISCOUNT on repairs performed and a LABOR RATE of $58.75 per hour. (As outlined in ATTACHMENT B - BID FORM - KCSO Vehicle Maintenance RFP, dated 15 November, 2013) to be sent to the full board for approval, seconded by Cesich. Prochaska took a voice vote on the motion to forward the bid acceptance and recommendation to the county board. All members present voted aye. Motion carried.

Prochaska asked for Public Comment. None.

Prochaska made a motion to move into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity ILCS 120/2(c)(1). The motion was seconded by Cesich. A roll call vote was taken with all members present voting aye. Motion passed and Executive Session began at 10:26 a.m.

Executive Session concluded at 10:36 a.m. and open session was continued.

Prochaska made a motion to forward to the county board the memorandum of Agreement between the County of Kendall, Kendall County Sheriff, David Geisen and the Illinois Fraternal Order of Police Labor Council to extend an unpaid leave of absence with conditional right to reinstatement to Deputy Geisen from December 1, 2013 to August 1, 2014, seconded by Cesich. All members present voted aye. Motion carried. Koster asked that Lisa Bowen forward to Debbie Gillette the items approved to be directed to the county board.

Prochaska asked for a motion to adjourn the meeting. Cesich made a motion to adjourn the meeting, seconded by Gilmour. All members present voted aye. The meeting was adjourned at 10:38 a.m.

Respectfully Submitted,

Lisa Bowen
Recording Secretary
HIGHWAY COMMITTEE MINUTES

DATE: January 14, 2014
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Amy Cesich & Scott Gryder
STAFF PRESENT: Andy Myers & Ginger Gates
ALSO PRESENT: PJ Fitzpatrick and Angela Zubko

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

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

Motion Wehrli; second Gryder to approve the Highway Committee Minutes from the December 10, 2013 meeting. Motion approved unanimously.

The Committee reviewed a plat and resolution to vacate certain parts of Grove Road that are no longer needed now that the north leg of Grove Road has been relocated. They also reviewed the plat to quit claim deed 2 parcels; one to Oswegoland Park District and the other to Robert & Tammy Fornecker. Wehrli asked about public utilities. Klaas indicated that all public utilities had been moved to the new right-of-way. Gryder asked about State Law requiring vacated right-of-way to go back to adjoining property owners. Klaas discussed the reasons for vacating and quit claiming the parcels to keep it as clean and clear cut as possible. Motion Gilmour; second Gryder to recommend approval of a resolution vacating certain parts of Grove Road, as well as quit claiming parcels from Kendall County to Oswegoland Park District and to Robert & Tammy Fornecker. Motion carried unanimously.

A Preliminary Engineering Agreement between Kendall County and Hutchison Engineering was reviewed by the Committee. The Agreement is to provide all Phase I and Phase II Engineering services for Sherrill Road reconstruction. Koukol asked about the existing right-of-way on the north side of Sherrill Road. The existing section line (county line) is not necessarily in the exact center of the existing pavement. The existing prescriptive right-of-way varies from 30’ to 33’ from the center of the roadway. The new roadway will not be a boulevard, but will be a 2-lane roadway with open ditches, providing access wherever needed. Motion Wehrli; second Gryder to recommend approval of the Agreement in a not-to-exceed amount of $350,000. Motion carried unanimously.

Committee discussed the purchase of a new, single axle dump truck with plow, spreader and front-mounted broom. The purchase will be through CMS (State Bid) and provided by Chicago International for a price of $138,000. The purchase of this truck is budgeted in the FY 14 Budget. The Committee discussed whether the County Board needed to approve this as an action item, since the County would just be ordering the truck now and it would take several months to actually build the truck. Gilmour thought that it wouldn’t hurt to send to County
Board. Motion Gilmour; second Gryder to authorize purchase of the truck. Motion carried unanimously.

Committee also discussed purchase of a replacement pickup truck for John Burscheid, to replace the 2008 GMC pickup he has now with approximately 120,000 miles. This item is also in the FY 14 Budget and the proposed purchase price is well below the budgeted amount of $25,000. Motion Koukol; second Wehrli to purchase a new GMC, ½-ton pickup truck from Coffinan Truck Sales in the amount of $22,205.96. Motion carried unanimously.

Big Grove Road District has asked to purchase the 2008 GMC pickup that is being replaced by the County Highway Department. Klaas stated that the Blue Book value of the old truck is between $5,000 and $6,000. He recommended that since Big Grove is one of the County’s poorer townships, perhaps the County could sell the truck for the lower value of $5,000. Motion Wehrli; second Cesich to sell the old county truck to Big Grove Road District for $5,000. Motion carried unanimously.

Klaas asked the Highway Committee for authorization to use eminent domain to acquire 0.014 acre of right-of-way in the northwest quadrant of the Caton Farm Road & Ridge Road intersection. Negotiations over the past 1 ½ years have not progressed, even though the land owner is not opposed to granting the new right-of-way. Motion Koukol; second Cesich to authorize the use of eminent domain. Koukol, Wehrli, Cesich voted yes. Gilmour and Gryder voted no. Motion carried.

A resolution to post certain county highways for seasonal posting was presented to the Committee. Motion Wehrli; second Gryder to recommend approval of the seasonal posting of County Highways. Motion carried unanimously.

Klaas asked the Committee for direction on whether the County would desire to rename the old part of Grove Road that was transferred to Na-Au-Say Township last month. The Mapping Department had brought the issue to Highway Department for life/safety reasons so that there would be no confusion on addresses between the new Grove Road and the old Grove Road. The Committee directed the County Engineer to research the procedure for renaming the roadway and bring it back to Highway Committee in February.

Cesich asked about the County’s salt supply. Klaas stated that the Highway Department has ordered almost 2800 tons so far this winter season, and can only order 200 tons more under the contract. However, the County still has over 2000 tons in storage in the County igloo. Klaas also discussed some of the equipment breakdown issues the Department has experienced in the recent severe weather. Gryder asked about gelling of fuel in the extreme cold. The County didn’t have any issues with that. Myers then discussed the difference between the State’s clear-road-policy and how that differs from the County’s policy to just keep the roads open. It is not uncommon for the State to use 10 times as much salt than the County, even though they have fewer miles of roadways in Kendall County.

Gilmour asked about the status of the underground storage tanks that had been removed 20 years ago at the Highway Department. Klaas indicated that Huff & Huff is coordinating with IEPA and probably in March, 2014, they will be out to the Highway Department to start additional soil borings and testing.
Motion Wehrli; second Gryder to forward bills for the month of January in the amount $123,037.97 to the Finance Committee for approval. Cesich asked about the TAP payment to Oswegoland Park District. Wehrli read from the invoice that most of the labor for their project had been through volunteer efforts, so the invoice was for significantly less than what the County had originally awarded. Any leftover monies are simply put back into the fund for future applicants. Motion carried unanimously

Meeting adjourned at 4:48 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Resolution vacating certain parts of Grove Road north of Illinois Route 126

2. Quit Claim Deed 0.057 acre to Oswegoland Park District to provide access from existing OPD property to the newly-relocated Grove Road.

3. Quit Claim Deed 0.284 acre to Robert & Tammy Fornecker to provide access from their existing property to the newly-relocated Grove Road.

4. Preliminary Engineering Services Agreement between Kendall County and Hutchison Engineering, Inc. for Sherrill Road Reconstruction in a not-to-exceed amount of $350,000.

5. Authorize the purchase of a single axle dump truck through Central Management Services (State Bid) and from Chicago International in the amount of $138,000.

6. Authorize the purchase of a ½-ton GMC pickup truck from Coffman Truck Sales in the amount of $22,205.96

7. Authorize the sale of a 2008 GMC county-owned pickup truck to Big Grove Road District in the amount of $5,000.

8. Authorize the use of eminent domain to acquire 0.014 acre of right-of-way from L-T Farms, L.P. at the intersection of Caton Farm Road and Ridge Road.

9. Resolution authorizing the seasonal posting of certain highways in the County Highway System.
Resolution vacating a portion of Grove Road right-of-way (County Highway 16) and quit claiming interest in two parcels due to the new alignment of Grove Road

WHEREAS, portions of the public rights-of-way of Grove Road (County Highway 16), approximately ½ mile north of Illinois Route 126, as identified in the attached Group Exhibit 1 and as depicted in a Plat of Highways for Grove Road prepared by HR Green, are no longer needed for roadway purposes, are no longer to be maintained by the County, and are no longer a part of the County Highway system, with construction of the new Grove Road alignment completed, and;

WHEREAS, the Kendall County Board has determined that the public and economic interests will be served by vacating said rights-of-way at the aforementioned location in accordance with 605 ILCS 5/5-109, and;

WHEREAS, the Kendall County Board has determined that the public and economic interests will be further served by it Quit Claiming Parcels A & B as identified in Group Exhibit 2, to the parties named within said Exhibits.

THEREFORE, BE IT RESOLVED, that the foregoing recitals are hereby incorporated into this section as if fully reinstated herein and the Kendall County Board hereby vacates the portion of the public rights-of-way of Grove Road as depicted in the attached Group Exhibit 1, and;

BE IT FURTHER RESOLVED, that pursuant to authority given by the Kendall County Board and state statute, and by virtue of this Resolution, Kendall County conveys and Quit Claims its interests in the real estate parcels identified in Group Exhibit 2 in consideration for the mutual promises and covenants described therein, and authorizes the County Board Chairman and County Clerk to execute a Quit Claim deed for said parcels.

ADOPTED and APPROVED this _____ day of ________________, 2014.

_________________________
John Shaw, County Board Chairman

STATE OF ILLINOIS  )
) SS
COUNTY OF KENDALL   )

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of ________________, A.D. 2014.

_________________________
Debbie Gillette – County Clerk
Group Exhibit 1
LOCATION MAP
VACATION OF PARTS OF GROVE ROAD (CH-16)
QUIT CLAIM DEED
ILLINOIS STATUTORY
INDIVIDUAL.

THE GRANTORS, COUNTY OF KENDALL, an Illinois body politic, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and QUIT CLAIM(S) to OSWEGOLAND PARK DISTRICT, of the Village of Oswego, of the County of Kendall State of Illinois, all interest in the following described Real Estate situated in the County of Kendall in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Real Estate Index: Part of vacated R.O.W. lying southerly
Number(s): and adjacent to PIN 06-08-126-003
Address(es) of Real Estate: 2,494 square feet (0.057 acres) of Vacant Farmland near Grove Road

Dated this day of , 2014.

COUNTY OF KENDALL

By: John Shaw, Kendall County Board Chairman

Group Exhibit 2
I, Kendall County Clerk, Debbie Gillette, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT COUNTY OF KENDALL, by John Shaw, Kendall County Board Chairman, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this _____ day of ______________, 2014.

Notary Public

Prepared by:
Lisa A. Coffey, Assistant State’s Attorney
Kendall County State’s Attorney’s Office
807 W. John Street
Yorkville, IL 60560

Mail to and Address of Taxpayer:
Oswegoland Park District
313 E. Washington Street
Oswego, IL 60543

This represents a transaction exempt under the provisions of Paragraph(b)(1) of the Illinois Real Estate Property Transfer Act, 35 ILCS Paragraph 200/31-45.

By: __________________________

Date: ________________________
LEGAL DESCRIPTION

A 20 foot wide strip of land in the Northwest Quarter of Section 8, Township 36 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, described as follows:

Commencing at the southeast corner of Lot 58 in Grove Estates, being a subdivision in the West Half of said Section 8, recorded on October 10, 2006, as Document Number 200600032893, said point being on the northerly line of old Grove Road; thence along the southerly extension of the east line of said Lot 58, South 01 degree 37 minutes 48 seconds East, 35.62 feet to the centerline of old Grove Road per Book 105, Page 249 and for a Point of Beginning; thence South 40 degrees 07 minutes 25 seconds East, along a line 20.00 feet easterly of and parallel with a westerly line of right-of-way Parcel 670-2 conveyed per Document Number 201200022498, recorded on November 14, 2012, 118.21 feet to a line 60.00 feet northerly of and parallel with the realigned centerline of Grove Road; thence westerly 20.13 feet along said line, being a non-tangential curve to the right with a radius of 1,440.00 feet, a chord that bears South 43 degrees 29 minutes 12 seconds West, and a chord distance of 20.13 feet to said westerly line; thence along said westerly line, North 40 degrees 07 minutes 25 seconds West, 131.13 feet to said centerline of old Grove Road; thence along said centerline, North 77 degrees 58 minutes 37 seconds East, 22.34 feet to a point of curvature in said centerline; thence continuing along said centerline, 0.33 feet along a tangential curve to the left, having a radius of 674.12 feet, a chord that bears North 77 degrees 57 minutes 46 seconds East, and a chord distance of 0.33 feet, to the Point of Beginning, all in Kendall County, Illinois.

Said parcel containing 2,494 square feet (0.057 acres) more or less.
THE GRANTORS, COUNTY OF KENDALL, an Illinois body politic, State of Illinois for and in consideration of Ten and 00/100 Dollars, and other good and valuable consideration in hand paid, CONVEY(S) and QUIT CLAIM(S) to ROBERT L. FORNECKER AND TAMMY D. FORNECKER, of the Village of Oswego, of the County of Kendall State of Illinois, all interest in the following described Real Estate situated in the County of Kendall in the State of Illinois, to wit:

SEE ATTACHED LEGAL DESCRIPTION

Permanent Real Estate Index:
Number(s):
Part of vacated R.O.W. lying southerly and adjacent to 06-08-100-009

Address(es) of Real Estate:
12, 353 square feet (0.284 acres) of Vacant Farmland near Grove Road

Dated this ________________ day of ___ , 2014.

COUNTY OF KENDALL

By:
John Shaw, Kendall County Board Chairman
STATE OF ILLINOIS,
COUNTY OF KENDALL SS

I, Kendall County Clerk, Debbie Gillette, a Notary Public in and for said County, in the State aforesaid, CERTIFY THAT COUNTY OF KENDALL, by John Shaw, Kendall County Board Chairman, personally known to me to be the same person(s) whose name(s) are subscribed to the foregoing instrument, appeared before me this day in person, and acknowledged that they signed, sealed and delivered the said instrument as their free and voluntary act, for the uses and purposes therein set forth, including the release and waiver of the right of homestead.

Given under my hand and official seal this ______ day of __________________, 2014.

[Signature]
Notary Public

Prepared by:
Lisa A. Coffey, Assistant State’s Attorney
Kendall County State’s Attorney’s Office
807 W. John Street
Yorkville, IL 60560

Mail to and Address of Taxpayer:
Robert L. and Tammy D. Forneckoer
7447 Grove Road
Oswego, IL 60543

This represents a transaction exempt under the provisions of Paragraph(b)(1) of the Illinois Real Estate Property Transfer Act, 35 ILCS Paragraph 200/31-45.

By: ____________________________

Date: ____________________________
LEGAL DESCRIPTION

A part of the Northwest Quarter of Section 8, Township 36 North, Range 8 East of the Third Principal Meridian, in Kendall County, Illinois, described as follows:

Commencing at the southeast corner of Lot 58 in Grove Estates, being a subdivision in the West Half of said Section 8, recorded on October 10, 2006, as Document Number 200600032893, said point being on the northerly line of old Grove Road, thence along the southerly extension of the east line of said Lot 58, South 01 degree 37 minutes 48 seconds East, 35.62 feet to the centerline of old Grove Road per Book 105, Page 249 and for a Point of Beginning; thence easterly, 237.86 feet along said centerline, being a non-tangential curve to the left, with a radius of 674.12 feet, a chord that bears North 67 degrees 50 minutes 26 seconds East and a chord distance of 236.62 feet to a line 60.00 feet northerly of and parallel with the realigned centerline of Grove Road; thence westerly 229.83 feet along said line, being a non-tangential curve to the right, with a radius of 1,440.00, a chord that bears South 38 degrees 30 minutes 50 seconds West, and a chord distance of 229.59 feet to a line 20.00 feet easterly of and parallel with a westerly line of right-of-way Parcel 670-2 conveyed per Document Number 201200022498, recorded on November 14, 2012; thence along said parallel line, North 40 degrees 07 minutes 25 seconds West, 118.21 feet, to the Point of Beginning, all in Kendall County, Illinois.

Said parcel containing 12,353 square feet (0.284 acres) more or less.
WHEREAS, Kendall County Board has determined that certain county highways under their jurisdiction, by reason of deterioration, rain, snow, or other climate conditions, will be seriously damaged or destroyed unless the permissible weights of vehicles thereon are reduced; and

WHEREAS, authority has been granted to the County Board to limit the gross weight of vehicles on certain county highways by Illinois Statute 625 ILCS 5/15-316.

THEREFORE, BE IT RESOLVED, that Kendall County Board hereby reduces and restricts the gross weight of vehicles operating on the following county highways, or portions thereof, to a maximum of 12 tons gross weight, for a period not exceeding 90 days and until such time that weight limitation signs are removed by Kendall County Highway Department.

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall be in full force and effect upon the erection of weight limitation signs on the following listed roads:

LIST OF POSTED ROADS – 2014

GROVE ROAD from Sherrill Road to U.S. Route 52
PLATTVILLE/CHICAGO RD. from Illinois Route 47 to Grove Road
VAN EMMON ROAD from Yorkville City Limits to Illinois Route 71
WHITEWILLOW ROAD from Illinois Route 47 to Grove Road

This resolution approved by the County Board of Kendall County, State of Illinois.

John Shaw – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of __________________, A.D. 2014.

Debbie Gillette  County Clerk
CALL TO ORDER
Chairman Koukol called the Facilities Management Committee meeting to be in session located in the County Office Building County Board Conference Room to order at 3:30 p.m.

1) Roll Call — Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Prochaska, Member Cullick & Member Wehrli. All members were present to form a quorum of the committee. County Board member Cesich, County Administrator Wilkins, Facilities Management Director Smiley and Animal Control Warden Anna Payton were also present.

2) Approval of the December meeting minutes — Vice-Chair Gilmour made a motion to approve the December committee minutes. Member Prochaska 2d the motion. All members voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS

1) Technology Request for a Generator at the Historic Courthouse
   • Jim called Dale Smith from Sabs Electric who was recommended by Member Wehrli, to give advice on whether to hook up a separate generator or hook it up to the County Office Building. Jim is meeting with Mr. Smith tomorrow to look at the space needs.
   • From a phone conversation with Mr. Smith he agreed with Jim that with the cost of generators now days any savings from hooking up to the existing generator would be spent with additional equipment needed to separate the two buildings electrical services.

2) Public Safety Center (PSC) Floor Projects Update
   • Jim met with Jail Commander Jennings, D.C. Gillespie and D.C. Jahp to go over the projects, to talk about possible dates for doing the projects and to provide samples for possible finishes. The jail floor finish was selected after the meeting. Materials were ordered and have arrived onsite. Also, recently Commander Smith selected the finish they want for the road patrol and Administration hallways. So, those materials will be ordered this week.

3) County Office Building Roof and Systems Update
   • Most of the return air ductwork in the mechanical penthouse has been removed. The new platform for the main H.V.A.C. system was installed. The new natural gas service was installed and piped up to the roofline. Main hot water piping and branch connection have been run between the floors and into the corridor walls for each area. Concrete housekeeping pads have been installed in the mechanical penthouse. The new boiler and circulation pumps are sitting in the mechanical penthouse ready to be installed. Commercial Mechanical is planning to put the boiler and pumps in place this week and start the piping and valve connections. The next monthly billing and update meeting is scheduled for January 14, 2014.

4) PSC Records Remodeling Phase II
   • Jim did not have time to review the furniture bids with the Sheriff's office before his Christmas/New Year's holiday vacation.
   • Plans for this month:
     a) Review the furniture bids with Sheriff's staff.
     b) Order the furniture.
     c) Put together a project schedule.
     d) Start closet demolition.

5) Courthouse Paging Speakers Request
   • There was no Judicial Legislative meeting in December, so this will be discussed later this month at the next meeting.

NEW BUSINESS/PROJECTS

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

Report from meeting
Chairman Koukol deferred to allow time to discuss the Animal Control H.V.A.C. project.
NEW BUSINESS/PROJECTS CONTINUED

2) Animal Control Heating & Air Conditioning

- Jim plans to contact Kluber soon to get started on the design of the replacement system.

Report from meeting

Chairman Koukol asked Board Member Cesich and Animal Control Warden Payton to explain the need for upgrading the H.V.A.C. system. Anna explained that the air conditioning system cannot keep up on hot summer days; that it is cold in the kennels and that staff are wearing gloves in the office due to being cold. Board Member Cesich said that although it was reported that there have not been issues with the heating system there in fact have been issues with the system. Jim said that other than hearing at this meeting for the first time that staff is wearing gloves in the office the systems have been maintaining the facility since they were installed. Amy said recently there were issues with the system not working at all. Jim said the reason for the heat being off for a period on one day was due to a bad gas valve on the furnace and a bad seal on the boiler for the kennels in floor system. Jim explained this was a one day issue much like you would have with your own home; it was not a chronic ongoing issue with the heating systems. Jim also explained that what we are planning to do will not address anything in the kennels, as they are not connected to the office H.V.A.C. system. Jim was asked what it would take to address the kennel area. Jim said that he had recommended an air makeup system be installed a few years ago and that plan was not approved. Amy asked what the cost would be for an air makeup system. Jim said it might be as high as $50,000.00 since it was priced a few years ago to cost around $40,000.00. Member Wehrli asked what the long term plan was for the facility relating to expanding or relocating the facility. Anna said that she does not believe the footprint needed in the future could fit into the area the facility is currently located. Jeff Wilkins said that the original plan was to expand there or somewhere else. But this has been pushed back just like all of the other capital improvement plans from the 2006 plan have been. Chairman Koukol polled all members of the committee to see if they wanted to go forward with this project. All members felt that for now it was the best course of action. Jim Smiley was directed to go ahead and work with Kluber to come up with a plan for fixing the issues with the office area H.V.A.C. system.

3) 2014 Projects

- Jim went over the projected 2014 projects with FM Committee Chairman Koukol for the following:
  a) To try and determine what projects could go forward without outside help and what projects architectural and/or engineering work done on by outside firms.
  b) See which projects have critical dates.
  c) Which projects could be done solely with KCFM staff and which needed KCFM staff and/or outside vendors to complete.

- Jim also met with County Administrator Wilkins and Technology Director Laken to determine which projects needed to be done jointly with Technology or were being initiated by the Technology Department needing KCFM staff, project management or engineering help with to complete.

4) Courthouse Video Bond Call System Meeting

- D.C. Leinen called for a meeting with Judge McCann, Technology and Facilities to discuss the system and what should be done to plan for its upgrade or replacement.
- D.C. Leinen also wanted to determine if he should go ahead and buy the extended warranty for one of the components of the system.
- After discussing the situation it was decided to go ahead and extend the warranty, since the system is a key component in the judicial process.
- Technology said they would look at what it would take to upgrade or replace the system.
- There will be upcoming meetings to discuss what Technology finds out.

5) PSC Leased Dishwasher Installation

- The new machine was installed last month.
- Jim also had the spray hose and wand replaced.
- Project complete.

EXECUTIVE SESSION

- Not Needed.

ADJOURNMENT

- Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:13 p.m. Member Wehrli 2nd the motion. All members voted aye.
- Meeting adjourned by Chairman Koukol at 4:13 p.m.

Submitted by,

Jim Smiley
Facilities Management Director
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, January 16, 2014

Call to Order
The Budget and Finance Committee met and was called to order at 2:47 p.m. by Chair John Purcell.

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

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Julie Hanna, Bob Jones, Chief Deputy Scott Koster, Stan Laken, Tawnya Mack, Andy Nicoletti, Tom Thomas, Jeff Wilkins

Claims Review and Approval

The Committee reviewed the County claims report. A motion was made by Elizabeth Flowers to forward the claims in the amount not to exceed $949,379.93 to the County Board for approval, second to the motion by Lynn Cullick. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – No report

Debbie Gillette, County Clerk and Recorder – No report

Chief Deputy Scott Koster, Sheriff’s Office – Chief Deputy Scott Koster informed the committee that the Sheriff’s Office plans to bring forward in February, an estimate for the cost of having a study conducted to provide recommendations and an estimate of the cost for replacements and upgrades to the security and access systems for the Public Safety Center, Courthouse and Jail. Chief Koster stated that this has been an ongoing issue that he has discussed with the Public Safety and Finance Committees for several months. The study, replacements and upgrades would take approximately 6-9 months for completion.

Stan Laken, Technology – No report

Andy Nicoletti, Assessment Office – No report

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

Items from Other Committees – None
Items of Business

- Presentation of Annual Financial Report (Year ended November 30, 2013) – Mack & Associates – Tawnya Mack reviewed the report with the committee. Discussion on the reports of specific areas/funds, several department fund overages, depreciation of buildings and equipment, and the findings and recommendations of the audit.


- Review and approve revised Senior Tax Levy Agency Funding Request form – Item tabled to the January 30, 2014 Finance meeting.

- Set date for Senior Tax Levy Agency Funding Request Presentations – The Committee will review the dates and discuss at the January 30, 2014 Finance meeting.

- Review of the Capital Plan - Item tabled to the January 30, 2014 Finance meeting.

Old Business – None

Action Items for County Board

- Approval of County claims in the amount of $949,379.93

Public Comment – None

Questions from the Media - None

Executive Session – None Needed

Adjournment – Amy Cesich made a motion to adjourn, second by Lynn Cullick. With all members voting aye, the meeting adjourned at 4:03p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Call to Order
The Committee of the Whole was called to order by Chair John Shaw at 4:13 p.m., who led the group in the Pledge of Allegiance.

Roll Call
Members Present: Amy Cesich - here, Lynn Cullick - here, Elizabeth Flowers - present, Judy Gilmour - here, Scott Gryder - here, Dan Koukol - aye, Matt Prochaska - here, John Purcell present, John Shaw - aye

Members Absent: Jeff Wehrli

Others Present: Jill Ferko, Leslie Johnson, Anne Knight, Tawnya Mack, Laura Pawson, Anna Payton, Dr. Gary Schlapp, Tom Thomas, Eric Weis, Jeff Wilkins

Items of Business

➤ Presentation of Annual Financial Report (Year ended November 30, 2013) – Tawnya Mack, Mack & Associates reviewed the report, the auditor findings and recommendations with the Board members, and answered questions from Board members.

➤ From Animal Control Committee – Discussion on revised Standard Operating Procedures for Kendall County Animal Control Department – Amy Cesich briefed the members on the reason for bringing this item to the COW again. She reviewed the revision made on page 17 to the paragraph regarding the extended length of stay. The revision and the Standard Operating Procedures were reviewed by the State’s Attorney’s office. Discussion on the original version of the policy, suggested changes by Board members, further clarification of the need for an ordinance to set the 7-day holding period, and the reasons for the specified/suggested timeframe for keeping an animal for any extended period of time.

Dr. Gary Schlapp and Jeff Wilkins offered information and background on previous practices and policies in Animal Control, the revisions made to the current standard operating procedures, and the changes and improvements that have been made to create a safe and healthy environment for animals that come to the Animal Control Facility.
Anne Knight, Assistant State's Attorney, stated that the Standard Operating Procedures have been reviewed by the State's Attorney's Office for relevance statutory and regulatory procedures, as well as any context in which there may be liability issues. Ms. Knight said that language was added to the SOP to make sure that any section where there is a citation to a statute or regulation was in compliance to that statute or regulation.

She then briefed the members on the revisions which included the addition of a section on staff, procedures for using medical care funds for treatment above the approved amount of $150, natural environment, a disclaimer into the impoundment procedure, intake, provisions for adoption, the requirement of a waiver signed by the potential owner prior to any dog to dog introduction procedure, further clarification of the County's liability for any errors by any veterinarian in any procedures of the low-income Spay/Neuter program.

**Old Business** – None

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

Member Cullick left the meeting at 5:38 p.m.

**Action Items for the County Board**

- Approval of the revised Standard Operating Procedures for the Animal Control Facility

**Public Comment** - None

**Questions from the Media** - None

**Executive Session** – None needed

**Adjournment** – Member Gryder moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Koukol. There being no objection, the Committee of the Whole, at 5:40 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Grundy Kendall Regional Office of Education

This report is intended to familiarize the reader with some of the services provided by the Grundy-Kendall Regional Office of Education.

The Grundy-Kendall Regional Office of Education (ROE) is fortunate to work with excellent school administrators and teachers, while at the same time receiving outstanding cooperation from both the Grundy and Kendall county boards and county service agencies.

The primary duty of the Regional Office of Education is to assist Grundy and Kendall County educators with certification/licensure questions. However, the office also assists educators from across the state as well as those located out of state. Over the past year, the front desks answered 9,316 phone calls, a 14% increase from the 2012 report (8,140 calls). Also, 4,697 people walked into the Regional Office of Education offices in Grundy and Kendall Counties this year for help with their educational careers. This number represents a slight decrease compared to last year's number of 4,791. The two offices fingerprinted 1,746 people for the school districts and bus companies in Grundy and Kendall Counties. That is a 3% increase from the previous year's total of 1,697.

The ROE provides a variety of services required by the State of Illinois, suggested by the ROE itself or implemented at the request of the schools within the region. Services range from serving as administrative agent for a variety of cooperative programs to providing professional development activities and programs for the teachers and administrators within the region. Professional development for school personnel is under the auspices of the Regional Office of Education in conjunction with the Will County Regional Office of Education. The Professional Development Alliance is located in Joliet and directed by Director Jay Linksman. In addition to professional development, the Grundy/Kendall ROE is also responsible for Alternative School programs, truancy case workers, homeless liaison, and Workforce Investment Act programs.

The ROE also provides training for all school bus drivers, provides testing which leads to the awarding of the GED certificate to those who did not complete their high school education, maintains a database of substitute teachers for the school districts of both counties, fingerprint school employees, and maintains a job bank database.

The Grundy-Kendall Regional Office of Education is responsible for 18 public school districts which educate students in 10 high schools, 12 middle schools, 38 elementary schools, and 2 early childhood centers. In addition, there are 6 private schools, 8 alternative schools, 1 cooperative vocational center, and one outdoor education center. With these additional facilities the number of students in the region has grown to over 40,000 compared to 18,000 students back in 1997-1998. There are also 2 well respected special education cooperatives providing a myriad of services for students. All of these facilities lie in an area covering over 752 square miles.

Starting July 1, 2015, the number of Regional Offices of Education across the state will be reduced from 44 to 35. The reduction will not affect the Grundy/Kendall ROE.
The Grundy/Kendall Regional Office of Education has developed a very strong reputation for having friendly, knowledgeable support staff. Support staff for the Regional Office of Education consists of one Administrative Assistant/Licensure Officer in the Morris office and one Administrative Assistant/Licensure Officer and one Bookkeeper in the Yorkville office. It is common to hear positive comments about the support staff's contributions to the ROE.

Basic support of the day-to-day functions of supervision and service to the schools and people of the two-county region is, per law, provided by the two counties. Assessment is based upon a ratio of the total assessed property valuation of each county. For the FY13 Budget, that ratio stood at 39% for Grundy County and 61% for Kendall County. The FY14 budget ratio has changed to 41% for Grundy County and 59% for Kendall County.

The Regional Office operated on a “county budget” of $144,603 for Fiscal Year 2013, down from $146,081 for Fiscal Year 2012.

**Kendall County Outdoor Education Center**

The Kendall County Outdoor Education Center (KCOEC) is located at Hoover Forest Preserve in Yorkville, Illinois. The mission of the KCOEC is to provide students the opportunity for experiential learning in an outdoor setting. During the program day, the teacher or teachers give a great deal of support to the students through the employment of small working groups. In addition to enhancing a standard curriculum, the KCOEC offers an opportunity for student decision-making, self-confidence development, team building, risk taking, leadership development, and personal adventure. A common thread woven into most outdoor education activities is a strong stewardship responsibility, conservation ethic, and environmental harmony.

The KCOEC is funded through a cooperative that includes the school districts of Plano, Sandwich and Yorkville, Illinois. The Center provides services to the students within this cooperative. The Regional Office of Education is the administrative agent for the center and employs one full-time director and an assistant director.

The KCOEC also welcomes groups outside of the cooperative interested in outdoor education opportunities. Completion of the “challenge course” has helped draw in other groups, and hosting “Family Adventure Day” continues to be a big success.

The Center provides one-day, outdoor education experiences for thousands of students each year with participants ranging in age from pre-kindergarten through adults. Each program day is developed with the classroom teacher and is designed to enrich the classroom curriculum. Program areas include Environmental Science, Map and Compass, Living History and Team Building. During the 2012-2013 school year, over 9000 people were served by the KCOEC.

The KCOEC has been providing quality outdoor learning experiences for the students of the Oswego, Yorkville, Plano, Sandwich, and Somonauk school districts for the last 44 years. We look forward to continuing the adventure into the future.
**Attendance Assistance Program**
The purpose of the Attendance Assistance Program is to improve school attendance and performance of educationally at-risk students. This program works in prevention and intervention modes with schools, truant students and their families to decrease absenteeism. The program serves 18 school districts throughout Grundy and Kendall Counties and is funded through the Illinois State Board of Education (ISBE) Truants’ Alternative and Optional Education Program and General State Aid. There is one full-time and one part-time truancy case worker in Kendall County and one part-time truancy case worker in Grundy County.

**Employment Program**
The ROE implements a program funded under the federal Workforce Investment Act (WIA). A youth employment program for Kendall County youth aged 16-21 operates out of the Yorkville Office. The purpose of the program is to help youth from low income homes whom have employment barriers such as being a high school drop-out, being on court probation, being a young parent, or being academically deficient. Services include GED tutoring, assistance finding employment, resume creation, career counseling, subsidized employment, assistance finding educational grants and loans, and letters of recommendation for employers and judges. The program is funded by the Workforce Investment Act through the River Valley Workforce Investment Board. Chris Mehochko serves as a member of the River Valley Workforce Investment Board.

**Grundy County No Tolerance Task Force (NTTF)**
This program is funded by the Grundy County Sheriff’s Police and the Illinois Department of Human Services (DHS) Comprehensive Prevention Grant. It provides substance abuse prevention and anti-gang education, while working cooperatively with county and local law enforcement, school districts, and other community sectors. The NTTF exists to further its mission of building a strong and healthy partnership between family, school, business, and community to promote individuals making positive life choices, taking pride in themselves and community. This program serves the 12 school districts of Grundy County and is housed in the Grundy ROE Office.
Regional Safe Schools Program

The Regional Safe Schools Program (RSSP) is a special program created by the State Legislature and is intended to provide educational alternatives for at-risk youth who are expulsion-eligible or have multiple suspensions. Five sites operate cooperatively in the two-county area. Grundy County sites are located at Premier Academy in Morris and Minooka High School (Project Indian). Kendall County RSSP sites are located in Plano (FLEX Program), Oswego (GOAL Program), and Yorkville (Yorkville RSSP Program). The Regional Safe School Program is, by law, the responsibility of the Regional Superintendent of Schools.

Premier Academy, located in Morris, is a Regional Safe School Program and Truants Alternative and Optional Education Program (TAOEP) which is funded by the Illinois State Board of Education. It is one of over 100 programs operating statewide to serve the needs of at-risk students. Premier Academy houses up to 134 students who would otherwise be without an educational placement. Premier Academy serves students, grades 6-12, from Morris, Coal City, Gardner-South Wilmington, Seneca, Plano, Oswego, Yorkville and Newark School Districts and is administered by the Grundy/Kendall Regional Office of Education.

In January 2013, the Grundy/Kendall Regional Office of Education moved the Alternative School Program, known as Premier Academy, to its new location at the corner of Rt. 6 and Ashley Road. The new location allows all classrooms to be located under one roof and also offers a gymnasium and more office area.

GED Testing

The Grundy/Kendall County Regional Office of Education provides GED testing each month for those in Grundy and Kendall Counties who are attempting to complete this degree. The testing, for the purpose of this report, is conducted at the Morris Public Library in Morris and at the Old Historic Courthouse in Yorkville.

GED testing will see significant changes for next year's report. In order to adapt to the changes, the Regional Office of Education, in cooperation with the Kendall County and Grundy County Boards, completed a remodeling project located at the back of the Kendall County ROE office. The purpose of the project was to change the usage of the room to accommodate a new testing center which houses nine computerized testing stations. The computerized testing stations will allow the ROE to maintain a testing site for our constituents.
The Professional Development Alliance

Overview
The Professional Development Alliance (PDA) is a cooperative agency of the Grundy-Kendall Regional Office of Education and the Will County Regional Office of Education. It provides professional development programs; consulting, facilitation, and technology services; and technical assistance to schools and other educational agencies in the three counties. This cooperative agreement leverages resources to provide the greatest amount and quality of services for Grundy and Kendall County schools for the funding available.

The PDA is supported through state funding, a variety of federal grants, and fees for services. The Grundy-Kendall ROE contributes its share of state and grant funding toward the operation of the PDA, and serves on the Board of Directors of the PDA.

Professional Development Offerings
In addition to workshops and trainings held at individual schools or districts and other public locations, the PDA offers a variety of open registration workshops and courses in its training center.

Statewide System of Support Services (SSOS)
Through this initiative Title I districts and schools are supported in creating and sustaining learning communities that foster increased achievement by utilizing data, ensuring alignment of classroom instruction with learning standards, maintaining a safe and orderly environment, and encouraging parental and community involvement. Services include intensive coaching and support to create and implement a comprehensive District (DIP) and School (SIP) Improvement Plan focused on student achievement. Other services include job-embedded and on-going professional development for administration and staff aligned to DIP/SIP goals and strategies including leadership, data analysis, supporting English Language Learners, teaching pedagogy, classroom management, and parent involvement.

Graduate Cohort Programs
The PDA works with several universities in northern Illinois to bring Masters and Doctoral programs to educators at convenient locations in Grundy, Kendall, and Will counties at reduced rates.

Technology Services
Websites Hosted
- Grundy – Kendall ROE #24
- Newark District #66
- Newark HS
- Lisbon Elementary SD #90L
- Nettle Creek CCSD #24
- Kendall County Special Education Cooperative
Technology Services Continued:

Email Accounts
- Grundy – Kendall ROE #24
- Newark District #66
- Newark HS
- Lisbon Elementary SD #90L
- Nettle Creek CCSD #24
- Gardner Grade School
- Premier Morris

Email Filtering
- Grundy – Kendall ROE #24
- Newark District #66
- Newark HS
- Lisbon Elementary SD #90L
- Nettle Creek CCSD #24
- Gardner Grade School
- Premier Morris

Technology Assistance to Schools
- Phone and email support as well as limited site visits are provided to all Grundy and Kendall County Schools requesting assistance.

VISTA Learning
This program provides high quality refurbished computers to students in need who have been nominated by their teacher(s) and principal. The focus is to provide updated technology to promising students who would not otherwise have access to these tools to support their learning and achievement.

Evaluation App
The technology staff at the PDA developed and built an evaluation app. This app can be used on numerous media devices. The purpose of the app is to provide evaluators the ability to successfully evaluate educators in a cost efficient and timely manner. The app program incorporates rules established in Senate Bill 7 and the Performance Evaluation Reform Act (PERA). Vista Learning has entered into an agreement with an independent sales representative and has begun the marketing process. In addition, Vista Learning has submitted the necessary paperwork to receive a patent and the patent is pending.
**Homeless Student Education Liaison Program**

A homeless child is one who lacks a "fixed, regular and adequate nighttime place of abode" and includes children and youths who are

- **Sharing the housing** of other persons; i.e. 'doubled-up or couch-surfing' due to loss of housing, economic hardship, or a similar reason;
- Are living in **motels**, hotels, trailer parks, or camping grounds due to the lack of alternative adequate accommodations;
- Are living in emergency or **transitional shelters**; are abandoned in hospitals; or are awaiting foster care placement;
- Have a **primary nighttime residence** not designed for or ordinarily used as a regular sleeping accommodation for human beings.
- **Migratory** children qualify as homeless when living in circumstances described above
- This includes the "hidden homeless" - those who are **constantly moving** from one place to another and those who are one paycheck away from being on the streets.

In general, children or youth ‘doubled-up or couch-surfing’, living in welfare hotels, transitional housing, shelters, the streets, cars, abandoned buildings, and other inadequate accommodations are considered homeless. The (federal) McKinney-Vento Homeless Education Assistance Act and the Illinois Education for Homeless Children Act ensures homeless children have a right to:

- A **free**, appropriate public education including a priority to preschool programs (includes waiver of required school fees that would be a participation barrier for homeless families)
- The choice of staying in the school of origin or attending the school nearest their shelter or temporary home
- In the case of **unaccompanied youth**, consideration is given to the youth’s wishes.
- **Immediate enrollment** even when medical records cannot be produced at the time of enrollment
- Assistance with transportation if needed

In the Grundy-Kendall Regional Office of Education service area, Christopher D. Mechochko, Regional Superintendent appoints a **Homeless Liaison** to provide public awareness and assist the school district's homeless liaison to eliminate barriers that may prevent homeless students from receiving immediate and full participation in educational activities.

**Local School Districts: ‘Homeless Liaison’**:  
- Every local educational agency (LEA) must designate an appropriate staff person as a liaison for students in homeless situations.
- Liaisons must ensure that students enroll in, and have full and equal opportunity to succeed in, the schools of the LEA (This includes unaccompanied youths.)
- Children and youth in homeless situations are identified by school personnel and through coordination activities with other entities and agencies.

**Contact**: Sharon Schultz, Homeless Liaison, Office of the Regional Superintendent  
109 West Ridge Street, Yorkville, IL 60560  
(T) 630-553-4110; (F) 630-553-4152; (cell) 815-546-7507; email: sschultz@roe24.org
# Grundy Kendall Regional Office of Education
## General Fund and County Budget Activity
### 12/1/2012 – 11/30/2013

### General Funds

<table>
<thead>
<tr>
<th></th>
<th>Income</th>
<th>Expensed</th>
<th>Net</th>
<th>Balance</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Beginning Balance 12/01/2012</strong></td>
<td></td>
<td></td>
<td></td>
<td>$88,466.76</td>
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<tr>
<td>GED</td>
<td>$11,832.63</td>
<td>$16,005.93</td>
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<td>Transportation</td>
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<td>Discretionary</td>
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<td>Consortium</td>
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<td>Job Bank</td>
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<td>Criminal Background Checks</td>
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<td>Petitions</td>
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<td><strong>Total</strong></td>
<td>$116,060.71</td>
<td>$150,180.16</td>
<td>-$34,119.45</td>
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**Ending Balance 11/30/2013**

|                          |               |                |                | $54,347.31    |

### County Budget Items

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<tr>
<th></th>
<th>Income</th>
<th>Expensed</th>
<th>Net</th>
<th></th>
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</thead>
<tbody>
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<td>Employee Salaries</td>
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<tr>
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<td>Copier Expenses</td>
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<tr>
<td>Association Dues</td>
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<tr>
<td>Capital Outlay</td>
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<td>$2,077.25</td>
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<tr>
<td>Regional Board of Trustees</td>
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<tr>
<td><strong>Total</strong></td>
<td>$144,603.00</td>
<td>$143,887.45</td>
<td>$715.55*</td>
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*Denotes funds returned to counties
## Grundy Kendall Regional Office of Education
### County Budget for Fiscal Year 2014

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Description</th>
<th>Total Budget FY 2014</th>
<th>Kendall County Cost</th>
<th>Grundy County Cost</th>
<th>Published for Approval by Grundy Cty.</th>
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<tr>
<td>6109</td>
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<td>Employee Benefits</td>
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<td>6553</td>
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<td>6555</td>
<td>Books &amp; Periodicals</td>
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<td>6561</td>
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<td>6581</td>
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<td>6710</td>
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<td>6723</td>
<td>Regional Board Trustees</td>
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<td>Total:</td>
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<td>$84,608</td>
<td>$58,795</td>
<td>$73,486</td>
</tr>
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</table>

Column E represents the TOTAL cost to Kendall County.

Column F represents the TOTAL cost to Grundy County.

Total Assessed Valuations:
- Grundy: $1,855,340,974 (41%)
- Kendall: $2,670,163,229 (59%)

Grundy pays all expenses. Kendall reimburses their percentage.

Kendall pays all salaries and benefits. Grundy reimburses their percentage.