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. Ratification of Collective Bargaining Agreement Between the Illinois Fraternal Order of Police Labor Council (Corrections Sergeants), County of Kendall, and the Kendall County Sheriff Effective February 14, 2014 through November 30, 2015.
11. New Business
   A. Approval of settlement of Grundy County Case #14 ED 2, County of Kendall v. Charles and Noelle Lindemann, et al., for the acquisition of .447 acres of land (PIN 03-05-100-004) for the amount of $30,000.00.
   B. Authorization to enter into a Host Community Benefits and Reimbursement Agreement with Plano Transfer Station, LLC for garbage and recycling services at County facilities and a tipping fee of $0.10 per ton
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
      1. Approval of Resolution to Appoint Judges of Election
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approval of a contract with 4 Seasons Landscaping and the County of Kendall, Illinois for the Fields of Farm Colony drainage system landscape maintenance in the amount of $28,452
   B. Public Safety
   C. Administration/HR
   D. Highway
      1. Approve Agreement between Kendall County and Illinois Secretary of State to obtain vehicle registration data for a total cost of $500
      2. Approve the low bid by D Construction to resurface Ridge Road between Route 126 and Plainfield Road in the amount of $171,161.65 using Transportation Sales Tax
      3. Approve the low bid by D Construction to resurface various roads in Seward Township in the amount of $223,782.63 using Township Motor Fuel Taxes
   E. Facilities Management
   F. Finance Committee
      1. Approve Claims in an amount not to exceed $448,320.68
      2. Approval of Capital Plan FY 2014-2020
   G. Animal Control
      1. Appointment of Animal Control Director/Warden
H. Health & Environment
I. Committee of the Whole
J. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. UCCI
   E. Board of Health
   F. 708 Mental Health Board
   G. River Valley Workforce Investment Board

15. Other Business
16. Chairman’s Report

   **Appointments**
   Kurt Schobert – Farmland Review
   Gary Golinski – Kencom Executive Board – Yorkville Delegate
   Chris Funkhouser – Kencom Executive Board – Yorkville Alternate
   Ken Walker – Public Aid Appeals Committee – 2 year term – expires September 2016
   Frank Carreno III – Public Aid Appeals Committee – 2 year term – expires September 2016
   Jim Detzler – Public Aid Appeals Committee – 2 year term – expires September 2016
   Jim Horton – Public Aid Appeals Committee – 2 year term – expires September 2016
   Bob Walker – Public Aid Appeals Committee Alternate – 2 year term – expires September 2016
   Mike Schoppe – River Valley Workforce Investment Board – 2 year term – expires September 2016
   Dan Koukol – River Valley Workforce Investment Board – 2 year term – expires September 2016

   **Announcements**
   Robyn Ingemunson – Housing Authority – 5 year term – expires July 2019

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, June 17, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Koukol moved to approve the submitted minutes from the Adjourned County Board Meeting of 5/20/14. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CITIZENS TO BE HEARD

James Hill, 210 N Oak, Plano representing the Plano Rotary on behalf of the Cook Trust for the Cook Woods. Mr. Hill explained that the set of woods are set up to be used by the youth in the Plano area. It would be under lock and key and those wishing to utilize the property must go before the Rotary.

NEW BUSINESS

Collective Bargaining Agreement with Corrections Sergeants

State’s Attorney Weis stated that the business agent for the FOP has not signed the contract yet; this item has been postponed to the next meeting.

Resolution for Seasonal and Variable Hour Employees

Member Gilmour stated that this is in regards to new regulations with the Affordable Care Act that we have to measure the hours of the temporary and seasonal employees. County Administrator, Jeff Wilkins stated that the administration department will get the times sheets and keep track for 6 months to get an average. Employees that average over 30 hours would be eligible for insurance.

Member Gilmour made a motion to approve the resolution to establish one-time transitional measurement period and subsequent stability period for seasonal and variable hour employees and to authorize the office of Administrative Services to administer compliance with the Patient Protection and Affordable Care Act. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Prochaska. Motion carried 8-1.

COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2014-25

RESOLUTION TO ESTABLISH ONE-TIME TRANSITIONAL MEASUREMENT PERIOD AND SUBSEQUENT STABILITY PERIOD FOR SEASONAL AND VARIABLE HOUR EMPLOYEES AND TO AUTHORIZE THE OFFICE OF ADMINISTRATIVE SERVICES TO ADMINISTER COMPLIANCE WITH THE PATIENT PROTECTION AND AFFORDABLE CARE ACT

WHEREAS, The Patient Protection and Affordable Care Act (“ACA”) was enacted in March 2010, with implementation staged over a number of years; and
WHEREAS, pursuant to the ACA, applicable large employers must offer affordable health care coverage that provides minimum essential coverage to "substantially all" of its full-time employees or be subject to "assessable payments effective January 1, 2015; and

WHEREAS, pursuant to the ACA and applicable regulations adopted by the Internal Revenue Service ("IRS"), a "full-time employee" is an employee who is employed on average for at least 30 hours of service per week;

WHEREAS, pursuant to the ACA and applicable IRS regulations, the County of Kendall, Illinois, intends to adopt a look-back measurement method safe harbor in order to determine whether seasonal and variable hour employees are "full-time employees" eligible for affordable health care coverage effective January 1, 2015; and

NOW, THEREFORE, BE IT RESOLVED, pursuant to applicable IRS regulations, the County of Kendall, Illinois hereby adopts a one-time Transitional Measurement Period from July 1, 2014 to December 31, 2014, for the purposes of determining who is a "full-time employee" as of January 1, 2015; and

BE IT FURTHER RESOLVED, the Kendall County Board authorizes the Kendall County Office of Administrative Services to implement the one-time Transitional Measurement Period and to measure the service hours for all seasonal and variable hour employees (as defined by the ACA) employed by the County of Kendall, its elected offices and all other public bodies who are eligible for health insurance coverage through the County's health insurance plan; and

BE IT FURTHER RESOLVED, pursuant to applicable IRS regulations, the Kendall County Board authorizes the Kendall County Office of Administrative Services to offer health care coverage through the County's insurance plan to those variable and seasonal hour employees determined to be "full-time employees" for a subsequent 12 month stability period of January 1, 2015 through December 31, 2015.

Approved and adopted by the County Board of Kendall County, Illinois, this 17th day of June, 2014.

Board Chairman Signature: John A. Shaw, Chairman
Attest: Debbie Gillette
County Board County Clerk

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall presented the 6 Month Report. Deputy Lechowicz saved a man who was going to jump off of a bridge. Sheriff Randall stated that they have 205 beds to house inmates and they are averaging 125 – 130.

County Clerk

Revenue Report 5/1/14-5/31/14

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<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<tr>
<td>County Clerk Fees</td>
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<td>County Clerk Fees - Marriage License</td>
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<td>County Clerk Fees - Civil Union</td>
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<tr>
<td>County Clerk Fees - Misc</td>
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<td>Recorder's Misc</td>
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<td>To KC Treasurer</td>
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<td>$116,602.50</td>
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<td><strong>Treasurer</strong></td>
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<td><strong>Office of Jill Ferko</strong></td>
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<td><strong>Kendall County Treasurer &amp; Collector</strong></td>
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<td><strong>111 W. Fox Street Yorkville, IL 60560</strong></td>
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<td><strong>Kendall County General Fund</strong></td>
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<tr>
<td>QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES</td>
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<td>For six months ended 05/31/2014</td>
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<td><strong>REVENUES</strong></td>
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<tr>
<td>Personal Property Repl. Tax</td>
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<td>State Income Tax</td>
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<td>State Sales Tax</td>
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<td>Fines &amp; Foreits/St Atty.</td>
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<td>Building and Zoning</td>
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<td>Interest Income</td>
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<td>Health Insurance - Empl. Ded.</td>
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<td>1/4 Cent Sales Tax</td>
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<td>County Real Estate Transf Tax</td>
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<td>Correction Dept. Board &amp; Care</td>
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<td>Sheriff Fees</td>
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<td><strong>TOTALS</strong></td>
<td>$11,619,053</td>
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Public Safety Sales Tax  $4,300,000  $2,197,719  51.11%  $2,165,886  51.57%
Transportation Sales Tax  $4,300,000  $2,183,313  50.77%  $2,165,886  51.57%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 50.00%

Treasurer, Jill Ferko presented the 6 month report. Revenues are down about 7%.

State’s Attorney

State’s Attorney, Eric Weis had nothing new to report.

Coroner

<table>
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<tr>
<th>FY 2014</th>
<th>FY 2013</th>
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<tbody>
<tr>
<td>TOTAL DEATHS…….</td>
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<tr>
<td>NATURAL…….</td>
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<td>ACCIDENT…….</td>
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<td>VEHICLE</td>
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<td>DRUGS/ALCOHOL</td>
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<tr>
<td>OTHER</td>
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<td>SUICIDE…..</td>
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<td>HOMICIDE…….</td>
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<tr>
<td>UNDETERMINED…..</td>
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<td>TOTAL AUTOPSIES…….</td>
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<tr>
<td>TOTAL TOXICOLOGY…….</td>
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<td>CREMATION PERMITS…….</td>
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<td>CREMATIONS</td>
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<td>PRESENTATIONS</td>
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<td>CORONER’S INQUESTS…..</td>
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<td>TRAINING/CONFERENCES ATTENDED BY CORONER…..</td>
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<td>TRAINING/CONFERENCES ATTENDED BY STAFF……….</td>
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<td>CORONER PRESENTATIONS..</td>
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<td>GENERAL FUND REVENUE GENERATED BY THE CORONER’S OFFICE…………..</td>
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<tr>
<td>REVENUE GENERATED FOR CORONER’S OFFICE USE….</td>
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</table>
GRANT MONIES RECEIVED......$4320

Health Department

Dr. Tokars gave the board members a copy of the 2013 Annual Report and the 2014 County Rankings and she reviewed the information contained in the reports.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti informed the board that they will be sending out renewals for disabled homestead and disabled veteran homestead exemptions.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Major Amendment to a Special Use for 1701 Little Rock Road

Member Gryder made a motion to approve petition 14-10: Approval of a major amendment to a special use for Plano Rotary Club Trust 1 at 1701 Little Rock Road to amend their existing special use permit to continue operation of their recreation campground modifying their site plan and existing conditions with the addition of a liability insurance condition. Member Cullick 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 NUMBER 2014 – 17

GRANTING A MAJOR AMENDMENT TO A SPECIAL USE FOR
PLANO ROTARY CLUB TRUST 1 AT 1701 LITTLE ROCK ROAD

WHEREAS, the Plano Rotary, Plano Boy Scout Troop 71 & the Plano American Legion Post 395 have filed a petition for a major amendment to their Special Use within the A-1 Agricultural Zoning District for a 7.32 acre property located on the west side of Little Rock Road, 2.75 miles north of Route 34, 0.3 miles north of Miller Road, commonly known as 1701 Little Rock Road, (PIN# 01-09-428-004), in Little Rock Township; and

WHEREAS, said property is currently zoned A-1 Agricultural with an existing Special Use for operation of a recreational campground; and

WHEREAS, said petition is to amend their existing special use permit to continue operation of their recreational campground modifying their site plan and existing conditions; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a special use to allow for a wilderness campground with accessory off-street parking facilities as provided in Section 7.01.D.22 (Recreational Camps) with conditions for 7.32 acres as Ordinance 2004-04 on February 17, 2004; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for a variance to the subdivision regulations for private roads to construct an 800 foot long access drive utilizing asphalt filings in-lieu of the required 12” of crushed limestone the top 6” of which shall be CA-6 Ordinance 2004-05 on February 17, 2004; and

WHEREAS, said property is legally described as:

THAT PART OF THE SOUTHEAST QUARTER OF SECTION 9 AND THE SOUTHWEST QUARTER OF SECTION 10, IN TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLWIS: COMMENCING AT THE SOUTHWEST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 10; THENCE SOUTH 89°02’ EAST ALONG THE SOUTH LINE OF SAID SOUTHWEST QUARTER, 158.45 FEET TO THE CENTER LINE OF STATE AID ROUTE NO. 12; THENCE NORTH 2°59’ WEST ALONG SAID CENTER LINE 1600.7 FEET FOR A POINT OF EGINNING; THENCE
WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on June 2, 2014; 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 Plano Rotary Club Trust 1 was formed only for the purpose to benefit the community, and has proved to be a very safe and people focused organization.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The Plano Rotary Trust 1 has had great relationships with all neighbors, never causing any negative situations.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is a primitive camp ground and no structures are proposed to be built at this time. An entrance with a culvert has been put in and an access road is proposed to be built in the future.

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. Plano Rotary Trust 1 has had been in the county for awhile with no problems in following regulations.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Plano Rotary Trust 1 has worked with many local agencies on resource management and other plans and continues to follow through and work within them.

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 repeals Kendall County Ordinance #04-04 in its entirety and grants approval of a major amendment to their existing special use zoning permit to continue operation of their recreational campground at 1701 Little Rock Road subject to the following conditions:

1. The property will be restricted to primitive (wilderness) tent camping and educational day camps. Scout Jamborees are prohibited.
2. Motor homes, travel trailers or pop ups are not permitted.
3. The number of occupants is limited to a maximum of fifty (50) at any one time.
4. No permanent structure will be built with the exception of structures as may be required to protect the life, health, safety or continue educational experience of the persons utilizing the premises.
5. Access to the property would be restricted by a locked gate at the entrance off Little Rock Road.
6. The petitioner shall construct the access drive (Attachment #1) and parking lot layout (Attachment #2) to provide a minimum of two twenty to twenty-five (20-25) foot wide bypass areas (pullovers) staggered along the access drive to accommodate cross traffic and minimize the area devoted to off street parking.
These would be in accordance with the setbacks per the existing Kendall County Ordinances and allow for access and turn-around of emergency vehicles. Allow passing zone 1 to be moved up the 150' setback line to help cost. The ultimate plan is to follow Attachment #1.

7. Acquire any permits that may be required by the Kendall County Building or Kendall County Health Department.

8. The operation shall conform to all appropriate Codes and Ordinances of the Illinois Department of Public Health and the Kendall County Health Department

9. Adequate directional signage must be throughout the property.

10. The property owner and the petitioner are to submit evidence of liability insurance of sufficient coverage to fully indemnify the adjoining property owners for any liability, property damage, injury, and/or death to livestock covering any person on the subject property at any time as a result of use of the property as a campsite. Said insurance policy shall specifically hold Kendall County, Illinois & Little Rock Township harmless in any legal action pertaining to this use and fully reimburse Kendall County, Illinois for any expenses incurred in any legal action pertaining to this use, whether or not Kendall County, Illinois is subsequently severed from any legal action that may issue from said use. Said policy shall indicate that the owner of the parcel, as well as the petitioner, will accept full contractual terms and conditions for financial responsibility for any damages, injuries, death, etc. which may ensue as a result of the use of the property as a campsite. When said insurance is obtained, a copy of the policy’s declaration page shall be mailed to the Kendall County Office of Planning, Building and Zoning. No activity covered by this special use permit shall occur prior to receipt of the aforementioned evidence of insurance.

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 June 17, 2014.

Attest:
Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman

Contract with 4 Seasons Landscaping

Member Gryder made a motion to approve a contract with 4 Seasons Landscaping and the County of Kendall, Illinois for the Fields of Farm Colony drain pipe and surface drainage inlet at a low point east of the existing pedestrian trail south of Fields Drive in the amount of $275.00. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Members discussed the work and improvements that remain to be done to the area and the use of the money in the fund.

A complete copy of IGAM14-25 is available in the Office of the County Clerk.

Member Gryder mentioned that the Go to 2014 Plan Update is on July 14, 2014 at the Old Courthouse.

Public Safety

R&N System Design LLC fee proposal

Member Prochaska made a motion for the approval of R&N System Design LLC fee proposal for the Kendall County Jail and the Kendall County Courthouse security system upgrade engineering and design in the amount of $25,000.00. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Fees for the Taking of Bond

Member Prochaska made a motion to approve the revised ordinance increasing fees charged by the Kendall County Sheriff’s Office for the Service of Writs in an amount not to exceed $105.00, Civil Process in an amount not to exceed $59.50 and Execute/Acknowledge Real Estate Deed of Sale in an amount not to exceed $15.00 effective May 20, 2014. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
KENDALL COUNTY
Ordinance No. 14-18

An Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Service of Writs,
Civil Process and Execute/Acknowledge Real Estate Deed of Sale

WHEREAS, the County Board of Kendall County has previously established, by resolution or ordinance, the fees for
Service of Writs, Civil Process and the Execution/Acknowledge Real Estate Deed of Sale in the amounts of $83.00,
$53.00 and $4.00 respectively; and

WHEREAS, Section 5/4-5001 of Chapter 55 of the Illinois Compiled Statutes allows the County Board of Kendall
County and the Sheriff’s of Kendall County to conduct a user fee study of the fees charged by the Sheriff and to allow
for an increase of fees if the cost of the services provided by the Sheriff exceeds the statutory fee; and

WHEREAS, the Sheriff of Kendall County, pursuant to Section 5/4-5001 of Chapter 55 of the Illinois Compiled
Statutes, retained the services of Fiscal Choice Consulting, an independent national cost accounting firm, to conduct
a cost study to determine if the fees currently charged by the Sheriff for the Service of Writs, Civil Process and the
Execution/Acknowledge Real Estate Deed of Sale are sufficient to cover the costs of providing the service; and

WHEREAS, the cost study prepared by Fiscal Choice Consulting documented that the full cost of the services
provided by the Sheriff of Kendall County for the Service of Writs, Civil Process and the Execution/Acknowledge Real
Estate Deed of Sale exceeds the current revenue received by the Sheriff of Kendall County and, therefore, the
County Board of Kendall County is permitted to adjust the current fees for the Service of Writs, Civil Process and the
Execution/Acknowledge Real Estate Deed of Sale to recover the actual cost of the services provided; and

WHEREAS, the cost study by Fiscal Choice Consulting documented that the full cost to the Sheriff of Kendall County
for the Service of Writs, Civil Process and the Execution/Acknowledge Real Estate Deed of Sale are $105.00, $59.50
and $15.00 respectively; and

WHEREAS, the Sheriff of Kendall County has reviewed the cost study by Fiscal Choice Consulting and is
recommending that the County Board of Kendall County increase fees for Service of Writs, Civil Process and the
Execution/Acknowledge Real Estate Deed of Sale to cover the full cost of services provided.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County that: 1). The above listed
recitals are incorporated herein by reference.

2). The fee charged by the Sheriff of Kendall County for the Service of Writs shall be
set in the amount of $105.00. For Civil Process, the fee charged by the Sheriff of Kendall County
shall be in the amount of $59.50. For the Execute/Acknowledge Real Estate Deed of Sale, the
fee charged by the Sheriff of Kendall County shall be in the amount of $15.00.

3). The fee requirements shall not apply to officers, agencies and departments of the State of
Illinois, police departments or other law enforcement agencies.

4). This ordinance shall not supersede any other Ordinance enacted by the County Board of
Kendall County which establishes or sets fees to be charged for other services provided by the
Sheriff of Kendall County including, but not limited to the fee amount previously set for evictions
in the amount of $285 per Ordinance No. 07-02.

5). All supporting documents shall be public records and subject to public examination
and audit.

6). This ordinance shall become effective immediately upon adoption by the County Board of
Kendall County.

This ORDINANCE is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 20 day
of May, 2014.
Co Board 6/17/2014

ORDINANCE NUMBER 14-19
KENDALL COUNTY
PREVAILING WAGE ORDINANCE

WHEREAS, the State of Illinois has enacted “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works”, approved June 26, 1941, as amended, being Chapter 820 ILCS 130/1-12, Illinois Compiled Statutes; and

WHEREAS, the aforesaid Act requires that the County of Kendall, Illinois investigate and ascertain the prevailing rate of wages as defined in said Act for laborers, mechanics and other workers in the locality, as defined by the Act, of Kendall County employed in performing construction of public works, for said Kendall County, Illinois; and

NOW, THEREFORE, BE IT ORDAINED BY THE KENDALL COUNTY BOARD, KENDALL COUNTY, ILLINOIS, AS
FOLLOWS:

SECTION 1

To the extent and as required by “An Act regulating wages of laborers, mechanics and other workers employed in any public works by the State, County, City or any public body or any political subdivision or by anyone under contract for public works” approved June 26, 1941, as amended, the general prevailing rate of wages in this locality for laborers, mechanics and other workers engaged in the construction of public works coming under the jurisdiction of the County of Kendall, Illinois is hereby ascertained to be the same as the prevailing rate of wages for construction work in the Kendall County area as determined by the Department of Labor of the State of Illinois as of June 2014, a copy of that determined being attached hereto as Exhibit “A” and incorporated herein by reference. The definition of any terms appearing in this Ordinance which area also used in the aforesaid Act shall be the same as in said Act.

SECTION 2

Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Kendall County, Illinois to the extent required by the aforesaid Act.

SECTION 3
The Kendall County Clerk shall publicly post or keep available for inspection by any interested party in the Office of the Kendall County Clerk this determination of such prevailing rate of wage.

SECTION 4

The Kendall County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5

The Kendall County Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION 6

The Kendall County Clerk shall cause notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the Kendall County Board and is effective.

PASSES this 17th day of June, 2014.

By: John Shaw, County Board Chair

Attest: Debbie Gillette, County Clerk and Recorder

Highway

Transfer 1.153 acres of right-of-way along IL Rte 126

Member Koukol made a motion to approve the transfer of 1.153 acres of right-of-way along Ill. Rte. 126 at Ridge Road from Kendall County to the State of Illinois, including the following transfer documents: and authorize the Board Chairman and County Clerk to sign documents (A) Warranty Deed transferring 1.153 acres from County of Kendall to State of Illinois; (B) Affidavit of Title; (C) Donation Letter donating said right-of-way to State of Illinois at no cost to State; (D) Receipt for Donation of right-of-way; and (E) Certified Resolution to transfer said property. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Eldamain Phase I Engineering Amendment

Member Koukol made a motion to approve the Eldamain Phase I Engineering Amendment. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol reviewed the minutes in the packet from the June 10, 2014 meeting.

BREAK

RECONVENE

Chairman Shaw reconvened the county board meeting at 10:50 am.

Facilities

Member Koukol reviewed the minutes in the packet from the May 5, 2014 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,944,741.04. Member Cullick seconded the motion.

COMBINED CLAIMS: FCLT MGMT $56,558.20, B&Z $1,492.48, CO CLK & RCDR $892.39, ELECTION $228.65, ED SRV REG $5,826.42, SHRFF $38,684.92, CRRCTNS $20,640.48, EMA $1,208.55, CRCT CT CLK $435.88, JURY COMM $3,686.05, CRCT CT JDG $19,767.88, CRNR $2,166.95, CMB CRT SRV $3,899.15, ST ATTY $2,306.25, SPRV OF ASSMNT $78.30, FRMLND RVW BRD $96.20, TRSR $370.61, OFF OF ADM SRV $430.64,
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Payable to Commercial Mechanical Inc

Member Purcell made a motion to approve the additional claim payable to Commercial Mechanical, Inc for County Office Building HVAC System in an amount not to exceed $135,431.00 from the Capital Fund. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that they will begin the budget soon, they will have recommendations for the capital plan and a RFP has gone out for an auditor.

Health & Environment

Gilmour stated that the next meeting in July 21, 2014.

Member Wehrli was excused from the meeting 11:01 am.

Member Purcell stated that at the last meeting they discussed the Solid Waste Plan process.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the June 12, 2014 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Prochaska 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

There was not a meeting.

VAC

Member Cullick reported that they met June 4th and they have the new van and they were discussing resignations and retirements.

Historic Preservation

Chairman Wehrli stated that they did not have a meeting; they are in need of more committee members.

UCCI

Member Prochaska stated that they will be meeting in July for the annual summer conference. SB3312 the Poker Run Act has been amended into the State Raffle Code and oversight has been changed to local governments.

ICRMT

Member Purcell informed the board that the group is watching the state regulations regarding insurance pools.

Board of Health

Member Cullick stated that they meet on June 17th.

708 Mental Health Board
Member Gilmour reported that they met on June 11th. Agencies that presented to the board were Kendall County Health Department Behavioral Services, AID, CASA, Day 1 Network, Family Counseling, Fox Valley Hospice, Kendall County Court Service, Kendall County Judiciary, Mutual Ground, NOMI, Open Door, and Senior Services.

**Rivervalley Workforce Investment Board**

Member Koukol stated that they voted on the budget. Kendall County gets $727,510. Kane County gets 56% of the money, Kendall County gets 12% and DeKalb County gets 18% of the money. Enrollment for Kane is 280, Kendall 89 and DeKalb is 60. Members discussed finding out where the rest of the funds are going.

**Regional Office of Education**

Report is in the packet.

**OTHER BUSINESS**

Member Purcell asked how many votes are required to change the board rules of order. 2/3 majority is required.

**Chairman’s Report**

**Holiday Schedule**

Member Prochaska moved to approve the holiday schedule. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell. **Motion carried 7-1.**

KENDALL COUNTY 2015 HOLIDAY SCHEDULE

<table>
<thead>
<tr>
<th>HOLIDAY</th>
<th>OBSERVED ON</th>
</tr>
</thead>
<tbody>
<tr>
<td>NEW YEAR’S DAY</td>
<td>THURSDAY, JANUARY 1, 2015</td>
</tr>
<tr>
<td>DAY AFTER NEW YEAR’S DAY</td>
<td>FRIDAY, JANUARY 2, 2015</td>
</tr>
<tr>
<td>MARTIN LUTHER KING, JR. DAY</td>
<td>MONDAY, JANUARY 19, 2015</td>
</tr>
<tr>
<td>WASHINGTON’S BIRTHDAY/PRESIDENTS’ DAY</td>
<td>MONDAY, FEBRUARY 16, 2015</td>
</tr>
<tr>
<td>SPRING HOLIDAY (CLOSE AT 12 P.M.)</td>
<td>FRIDAY, APRIL 3, 2015</td>
</tr>
<tr>
<td>MEMORIAL DAY</td>
<td>MONDAY, MAY 25, 2015</td>
</tr>
<tr>
<td>INDEPENDENCE DAY</td>
<td>FRIDAY, JULY 3, 2015</td>
</tr>
<tr>
<td>LABOR DAY</td>
<td>MONDAY, SEPTEMBER 7, 2015</td>
</tr>
<tr>
<td>COLUMBUS DAY</td>
<td>MONDAY, OCTOBER 12, 2015</td>
</tr>
<tr>
<td>VETERAN’S DAY</td>
<td>WEDNESDAY, NOVEMBER 11, 2015</td>
</tr>
<tr>
<td>THANKSGIVING DAY</td>
<td>THURSDAY, NOVEMBER 26, 2015</td>
</tr>
<tr>
<td>DAY FOLLOWING THANKSGIVING DAY</td>
<td>FRIDAY, NOVEMBER 27, 2015</td>
</tr>
<tr>
<td>CHRISTMAS EVE</td>
<td>THURSDAY, DECEMBER 24, 2015</td>
</tr>
<tr>
<td>CHRISTMAS DAY</td>
<td>FRIDAY, DECEMBER 25, 2015</td>
</tr>
</tbody>
</table>

**Announcements**

Michael Garrigan – Historic Preservation Commission – 3 year term – expires June 2017
Kristine Heiman – Historic Preservation Commission – 3 year term – expires June 2017
Joseph Steffen- Newark Sanitary District – 3 year term – expires June 2017
John Palmer – Board of Health – 3 year term – expires July 2017
Donna McKay – Zoning Board of Appeals – 5 year term – expires July 2019
Randy Mohr – Zoning Board of Appeals – 5 year term – expires July 2019
CITIZENS TO BE HEARD

Sheriff Randall stated that the Freedom Run will close Route 47 southbound at Route 52 on Saturday.

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 voting aye.

Motion carried.

Approved and submitted this 30th day of June, 2014.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td></td>
<td>$ 714.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td></td>
<td>$ 2,040.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td></td>
<td>$ -</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td></td>
<td>$ 1,695.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$ 25,236.00</td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td></td>
<td>$ 29,685.50</td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td></td>
<td>$ 31,802.25</td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td></td>
<td>$ 15,541.50</td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td></td>
<td>$ 26,354.00</td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td></td>
<td>$ 3,294.00</td>
</tr>
<tr>
<td>01010001135 Interest</td>
<td></td>
<td>$ 22.57</td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td></td>
<td>$ 4,231.50</td>
</tr>
<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td></td>
<td>$ 12,861.00</td>
</tr>
</tbody>
</table>

| CK # 17601 To KC Treasurer        |                 | $ 123,792.32 |

Death Certificate Surcharge sent from Clerk's office $604.00 ck # 17600
Dom Viol Fund sent from Clerk's office $340.00 ck 17599
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2014—

RESOLUTION TO APPOINT JUDGES OF ELECTIONS

WHEREAS, Pursuant to 10 ILCS 5/13-2 the Kendall County Board is responsible for appointing persons to serve as Judges of Election in the various precincts located within Kendall County, Illinois; and

WHEREAS, the Kendall County Clerk has compiled the attached "Kendall County 2014 Election Judges List" (Ex. A), which is hereby incorporated by reference into this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the County Board of Kendall County that those persons named in the attached Kendall County 2014 Election Judges List (Ex. A) be and are hereby appointed as Judges of Election in their respective precincts to serve in such capacity until successors are appointed and confirmed.

Approved and adopted by the County Board of Kendall County, Illinois, this ___ day of July, 2014.

Board Chairman Signature:

______________________________
John A. Shaw, Chairman
County Board

Attest:

______________________________
Debbie Gillette
County Clerk
# Kendall County General Fund

**Quick Analysis of Major Revenues and Total Expenditures for Seven Months Ended 06/30/2014**

<table>
<thead>
<tr>
<th>Revenues*</th>
<th>2014 YTD Budget</th>
<th>2014 YTD Actual</th>
<th>%</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$254,009</td>
<td>69.59%</td>
<td>$243,146</td>
<td>77.19%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$1,374,524</td>
<td>57.03%</td>
<td>$1,432,957</td>
<td>73.48%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$264,190</td>
<td>66.88%</td>
<td>$207,484</td>
<td>61.02%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$502,574</td>
<td>55.84%</td>
<td>$511,416</td>
<td>54.00%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$179,231</td>
<td>39.65%</td>
<td>$275,179</td>
<td>68.79%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$549,836</td>
<td>49.99%</td>
<td>$693,199</td>
<td>57.77%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$520,000</td>
<td>$270,304</td>
<td>51.98%</td>
<td>$314,162</td>
<td>57.12%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$35,720</td>
<td>89.30%</td>
<td>$19,764</td>
<td>49.41%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$9,033</td>
<td>25.81%</td>
<td>$13,703</td>
<td>39.15%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$659,606</td>
<td>59.31%</td>
<td>$646,931</td>
<td>58.79%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$1,461,856</td>
<td>59.43%</td>
<td>$1,425,726</td>
<td>59.41%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$170,342</td>
<td>51.62%</td>
<td>$200,592</td>
<td>105.57%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$499,420</td>
<td>58.76%</td>
<td>$466,020</td>
<td>57.89%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$278,166</td>
<td>42.79%</td>
<td>$440,090</td>
<td>62.69%</td>
</tr>
<tr>
<td><strong>Totals</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$6,508,811</strong></td>
<td><strong>56.02%</strong></td>
<td><strong>$6,890,369</strong></td>
<td><strong>62.79%</strong></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Revenues*</th>
<th>2014 YTD Budget</th>
<th>2014 YTD Actual</th>
<th>%</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$2,554,503</td>
<td>59.41%</td>
<td>$2,524,783</td>
<td>60.11%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$2,554,503</td>
<td>59.41%</td>
<td>$2,524,783</td>
<td>60.11%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 58.31%.

---

**Expenditures**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2014 YTD Budget</th>
<th>2014 YTD Actual</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,518,158</td>
<td>$15,485,873</td>
<td>$15,141,326</td>
<td>57.49%</td>
</tr>
</tbody>
</table>
KENDALL COUNTY CORONER
June FY 2014 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sunday, June 01, 2014</td>
<td>1406137 *</td>
<td>9:22 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, June 10, 2014</td>
<td>1406136</td>
<td>4:17 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 11, 2014</td>
<td>1406139 *</td>
<td>7:38 AM</td>
<td>Natural</td>
<td>Y</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 11, 2014</td>
<td>1406140</td>
<td>12:38 PM</td>
<td>Suicide</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, June 12, 2014</td>
<td>1406141 *</td>
<td>9:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, June 15, 2014</td>
<td>1406142 *</td>
<td>7:54 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, June 15, 2014</td>
<td>1406143 *</td>
<td>2:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, June 15, 2014</td>
<td>1406144 *</td>
<td>6:28 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, June 15, 2014</td>
<td>1406145 *</td>
<td>2:07 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, September 19, 2014</td>
<td>1406146 *</td>
<td>6:42 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, June 22, 2014</td>
<td>1406147 *</td>
<td>10:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, June 24, 2014</td>
<td>1406148 *</td>
<td>9:37 PM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, June 24, 2014</td>
<td>1406149 *</td>
<td>8:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 25, 2014</td>
<td>1406150 *</td>
<td>2:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 25, 2014</td>
<td>1406151</td>
<td>12:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 25, 2014</td>
<td>1406152 *</td>
<td>6:27 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, June 28, 2014</td>
<td>1406153 *</td>
<td>5:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, June 30, 2014</td>
<td>1406154 *</td>
<td>4:00 AM</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 83% 15:18

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

Statistics:
2014 Statistics                     Stats for Same Period in 2013  Difference
2014 Total Deaths.........          154 Total Deaths......          176         -13%
Autopsies to Date.................   9 Autopsies........           11         -18%
Toxicology Samples.               12 Toxicology Samples...        9         33%
Cremation Permits....             78 Cremation Permits...        85         -8%

Coroner’s Office Personnel Update:
No Report.
ATTACHMENT A

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS, a unit of local government, (hereinafter “Kendall County” or “County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and 4 Seasons Landscaping, which is registered as a Landscape Company within the State of Illinois, with its principal place of business at 6139 Caton Farm Road, Yorkville, IL 60560 (hereinafter referred to as “Bidder”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. All recitals set forth above are hereby incorporated in this Agreement by reference.

2. Pursuant to and set forth in this Agreement, Bidder will provide Kendall County with the following services: Drainage System Landscape Maintenance consisting of tree, brush and vegetation removal and restoration of disturbed areas with seed and erosion blanket in the Fields of Farm Colony Subdivision. The subdivision lies in unincorporated Kendall County, Illinois and is bounded by Illinois Route 71 to the west, Reservation Road to the north, Minkler Road to the east and Hilltop Road to the south. See attached Attachment B and Attachment E, for a depiction of the project area and location map. Services set forth herein shall be referred to as, “the Project.”

3. This Agreement includes Attachment A--Agreement, Attachment B--Location Map, Attachment C--Proposal Form, Proposal Price and Signature Page, Attachment D--Schedule of Prices, Attachment E -- Scope and Special Provisions and all Addenda, if any, Notice to Contractors, Instructions, any other attachments and the terms of the RFP dated May 12, 2014, all of which are hereby incorporated by reference and collectively referred to herein as “the Agreement”.

4. **Damages:** All work under this contract shall be completed by August 18, 2014. Liquidated damages of $500 per day shall be assessed for every calendar day that the Project is incomplete past the completion date.

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

6. **Presence of Foreman:** Bidder hereby agrees to have a foreman present at all times when work is being done at the Project site. If at any time work is being done at the Project site and the foreman is not present, it will be considered a breach of this Agreement.

7. **Unsatisfactory Workers:** Should Kendall County have a complaint regarding the performance of the services or the behavior of Bidder’s officers, employees and/or agents performing services under this Agreement, or should Kendall County request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County shall transmit the same to the Bidder’s on-site foreman and/or to any other member of Bidder’s management, who shall take immediate action and shall resolve the problem to Kendall County’s satisfaction. Bidder’s failure to take immediate action and/or to resolve the problem to Kendall County’s satisfaction may result in a material breach of the Agreement.

8. **Conflicting Terms:** In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: Attachment A/ Agreement, then Attachment C/ Proposal Price and Proposal Form, then Attachment D/ Schedule of Prices, then Attachment E/ Scope and Special Provisions, then Attachment B/ Location Map, then other Attachments or Exhibits to this Agreement, if any, then the Notice to Contractors dated May 12, 2014, then the Instructions, then the Addenda, if any.

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

10. **Indemnification:** Bidder shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its elected officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from or relating to any loss, damage, injury, death (collectively, the “Claims”), to the extent such Claims result from the Bidder’s negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its elected officials, officers, employees, including their past, present, and future board members, elected officials and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed a Special Assistant State’s Attorney. Kendall County’s participation in its defense shall not remove Bidder's duty to indemnify and hold the County harmless, as set forth above.
11. Changes: County reserves the right by written change order or amendment to make changes in requirements, amount of work, or construction time schedule adjustments, and Bidder and County shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Bidder that this Agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for written approval and voted upon by the County Board prior to acceptance and expenditure. Should any changes to relevant regulations, laws, or codes substantially affect the Bidder’s services or obligations, the County agrees to reasonably attempt to negotiate with the Bidder for appropriate changes to the scope or price of this Agreement, or both.

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

13. Suspension of Work: The County reserves the right to suspend the Project or any part of the Project herein specified, without compensation to the Bidder for such suspension, other than to extend the time for completion of the Project to the extent it may have been delayed by such suspension. No allowance for damage will be made for such delay.

14. Termination: This Agreement may not be amended or modified except by a writing signed by the parties hereto. This Agreement may be terminated by the County upon written notice delivered to Bidder at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

15. Documents Delivered to Client: Drawings, specifications, reports, and any other Agreement documents prepared by Bidder in connection with any or all of the services furnished hereunder shall be delivered to the County for the use of the County. County shall have the right to retain originals of all Agreement documents and drawings for its files. Furthermore, it is understood and agreed that the Agreement documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These drawings, specifications, reports and any other Agreement documents are and shall remain the property of the County. The County may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the use of the Project.

16. Kotecki Waiver: When construction observation tasks are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:
Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker’s Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subsequents entered into in furtherance of the general contract.

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

18. Construction Easement: All work and access shall occur within existing easements and the Bidder shall perform all work in accordance with easement terms and conditions. Bidder shall notify the County of any work or access anticipated outside existing easements and shall be responsible to secure necessary and required easements before construction begins.

19. Anti-Discrimination: Bidder, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

20. Assignment: No party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement.

21. Warranties: All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County and KCPBZ. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

22. Notice: 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 the County, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Suite 316, Yorkville, Illinois, 60560, fax (630) 553-4179; with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to: 4 Seasons Landscaping, 10139 Carlson Farm Rd, Yorkville, IL 60560.

P. 815-479-7233.
23. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

24. **Authority to Execute Agreement:** The County of Kendall and Bidder 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.

25. **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.

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

27. **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 enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.
28. **Protection of Work and Clean-Up:** The Bidder shall be responsible for the protection of all work (including, but not limited to, all work performed by Bidder) until its completion and final acceptance, and shall at Bidder’s own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under their direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the County.

29. **Notification of Public & Private Utilities:** The Bidder shall notify J.U.L.I.E. for public utility locations and the KCPBZ for Customer’s private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Bidder or Bidder’s Subcontractors will have to be replaced and/or repaired by the Bidder at Bidder’s expense.

30. **Subcontractors:** The subcontracting shall be done in accordance with, and the Bidder shall be bound by, the following provisions:

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

   B. The Bidder shall not contract with a proposed person or entity to which the County have made reasonable and timely objection.

   C. If the County has any reasonable objection to a person or entity proposed by the Bidder, the Bidder shall propose another to whom the County has no reasonable objection.

   D. The Bidder shall not substitute a Subcontractor, person or entity previously selected the County make reasonable objection to such substitution.

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

F. The subcontracting of any part of the work will in no way relieve the Bidder of his or her responsibility under the Agreement.

31. **Prevailing Wage:** This Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/0.01 et seq. ("the Wage Act"). Such work shall be covered under the Wage Act. The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Wage Act, including, but not limited to, all wage, notice and record-keeping duties.

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

33. **Drug Free Workplace:** Bidder and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

34. **Public Construction Bond:** Because the total cost of the public work to be performed by Bidder pursuant to this Agreement exceeds $5,000.00, Bidder must furnish, supply and deliver a separate construction performance bond and a separate payment bond, each in the full amount of the projected cost of the accepted Proposal and Alternates to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq. within the five (5) day time frame to complete Attachment A – the Agreement as identified in the Instructions.

35. **Employment of Illinois Workers on Public Works Act:** If at the time the Bid Documents are executed, or if during the term of the Bid Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Employment Act”), Bidder, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Employment Act. Bidder understands that the Employment Act defines (a) “period of excessive unemployment” as “any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) Illinois laborer as “any
person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Bidder understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

36. **Payment:** In consideration for Bidder providing the services, to the satisfaction of the County, as set forth in this Agreement, the County agrees to pay Bidder the total LUMP SUM amount of $28,452. The Contract will be awarded on a Lump Sum basis; however, the County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form – Attachment C. Bidder will be compensated for its work on the Project upon full completion of the Project. With requests for payment, the Bidder shall furnish the County and KCPBZ with waivers of lien for all subcontractors or material suppliers involved with the construction of this project. Once Bidder has completed all work and shown that there are no liens from Bidder and subcontractors or any material suppliers, then Bidder will be entitled to compensation from the County.

To receive compensation, Bidder must present an invoice to Planning and Zoning Manager Angela Zubko with KCPBZ. The total amount of the invoice shall be paid within thirty (30) days after approval by a majority vote of the Kendall County Board. The County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work. Payment of the invoice is subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, *et seq.*

**IN WITNESS WHEREOF,** the parties hereto caused this Agreement to be executed this 30 day of May, 2014.

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<th>CONTRACTOR:</th>
<th>KENDALL COUNTY, ILLINOIS</th>
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<td><strong>NAME:</strong></td>
<td><strong>NAME:</strong> John Shaw</td>
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<td><strong>TITLE:</strong> President</td>
<td><strong>TITLE:</strong> Kendall County Board Chairman</td>
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Fields of Farm Colony Landscape Proposal
HIGHWAY COMMITTEE MINUTES

DATE: July 8, 2014
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Amy Cesich and Scott Gryder
STAFF PRESENT: Fran Klaas, Ginger Gates & John Burscheid
ALSO PRESENT: John Shaw, Matt Prochaska, Jeff Wilkins, Angela Zubko & Kelly Farley

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

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

Motion Gilmour; second Cesich to approve the Highway Committee Minutes from the June 10, 2014 meeting. Motion carried unanimously.

The County Engineer informed the Committee that the Village of Oswego is currently reviewing a large subdivision called Hudson Pointe near Wolf Road & Route 30. The subdivision is located in the area that would contain the WIKADUKE Trail, and is in fact proposing to locate the WIKADUKE Trail in an alignment that extends existing Stewart Road north of Rance Road, then swinging northeasterly to Route 30. Although that alignment is shown in Oswego’s Comprehensive Plan, it is not consistent with previous studies which locate the WIKADUKE Trail further east in areas that do not disturb residential properties. There is also some question as to whether Hudson Pointe contemplates a multi-lane facility for the WIKADUKE Trail, since only 100’ of right-of-way is shown in the conceptual plan, which is significantly less than the 150’ right-of-way recommended in the WIKADUKE Trail Land Use and Access Management Study, completed by the County and the Village of Plainfield in 2004. The Committee discussed the many concerns it had related to this inconsistency and directed the County Engineer to immediately draft a letter to the Village of Oswego to outline the County’s concerns and request a meeting to further discuss the matter.

The County Engineer discussed the recent efforts by the Cook County Bureau of Economic Development on behalf of the seven county Chicago Regional Truck Permitting Working Group related to efforts to try to consolidate and simplify the truck permitting requirements for oversize and overweight trucks. OS / OW trucks frequently have difficulties securing permits from the myriad public agencies in the Chicago Region, which is a national hub for the trucking industry. This problem has the potential to create negative economic impacts to the Chicago Region. The Working Group is submitting a proposal to Chicago Metropolitan Agency for Planning (CMAP) through its Local Technical Assistance Program requesting assistance in this effort to examine the potential for integrating local permits with the State’s ITAP (Illinois Transportation Automated Permit) System. The Working Group wants support from the seven-county Chicago Region in this effort. This is a complex problem that cannot be solved easily. After much discussion, the Committee felt that most of the responsibility for trying to implement a simplified
system lies with the State, considering that they already have databases of information needed to implement a consolidated system of permitting.

Motion Koukol; second GRYDER to recommend approval of an agreement between Kendall County and the State of Illinois to acquire vehicle registration data from the Secretary of State in an effort to correctly identify where vehicles should be registered. This effort, which was also performed about 4 years ago by the office of Administrative Services, is expected to increase motor fuel taxes received by the County, because MFT monies to counties are based on the number of registered vehicles in the county. The $500 cost for the data would be paid by the Highway Department. Motion carried unanimously.

Motion Koukol; second GRYDER to recommend approval of the low bid of D Construction to resurface Ridge Road from a point just north of Route 126 to Plainfield Road in the amount of $171,161.65. The engineer's estimate was $184,420. Project will be paid for with Transportation Sales Taxes. Motion carried unanimously.

Motion Koukol; second GRYDER to recommend approval of the low bid of D Construction to resurface various roads in Seward Township at a total cost of $223,782.63. The engineer's estimate was $242,583.50. Because the township is using township motor fuel taxes for this project, the County is the awarding authority. Motion carried unanimously.

Motion GILMOUR; second GRYDER to forward Highway Department bills for the month of July in the amount of $141,372.82 to the Finance Committee for approval. Motion carried unanimously

Meeting adjourned at 4:55 P.M.

Respectfully submitted,

[Signature]

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

**ACTION ITEMS**

1. Agreement between Kendall County and Illinois Secretary of State to obtain vehicle registration data for a total cost of $500.

2. Low bid by D Construction to resurface Ridge Road between Route 126 and Plainfield Road in the amount of $171,161.65 using Transportation Sales Taxes.

3. Low bid by D Construction to resurface various roads in Seward Township in the amount of $223,782.63 using Township Motor Fuel Taxes.
KENDALL COUNTY

Resolution No. ____

WHEREAS, bids were received at the County Highway Office on July 1, 2014 on the following listed projects:

Sec. 14-00000-03-GM, Ridge Road north of Route 126, C. H. #11, approve the low bid of D Construction Inc. for the amount of $171,161.65

Sec. 14-09000-00-GM, Seward Road District, approve the low bid of D Construction Inc. for the amount of $223,782.63.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the low bidder as listed above.

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 15th day of July, 2014.

________________________________________
Debbie Gillette - County Clerk

(SEAL)
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, July 10, 2014

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 2:30p.m.

Committee members present: Amy Cesich - here, Judy Gilmour - here, and John Purcell – present

Committee Members Absent: Lynn Cullick, Elizabeth Flowers

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Stan Laken, Andy Nicoletti, Tom Thomas, Jeff Wilkins

Claims Review and Approval

The Committee reviewed the County claims report. A motion was made by Member Cesich to forward the Claims in an amount not to exceed $448,320.68, second to the motion by Member Gilmour. With all in agreement, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, Treasurer/Collector – Ms. Ferko reminded the committee about the pay lag and how it will be paid out for the month of August.

Debbie Gillette, Clerk/Recorder – no report

Stan Laken, Technology – no report

Andy Nicoletti, Assessment Office – no report

Tom Thomas, Department of Health & Human Services – no report

Items of Business

- Set Budget Hearing Dates – The committee selected August 15 and 26, 2014 as Budget Hearing dates, with August 29, 2014 as an additional date only if necessary.

- 5-year Capital Plan Discussion – The committee will present the 5-year capital plan to the July 10, 2014 Committee of the Whole.
Old Business

Auditor RFP Bids – Latreese Caldwell, Jill Ferko, Bob Jones and Jeff Wilkins met to discuss the scoring matrix results, and the five applicant qualifications including professional membership organizations, county auditing experience, number of certified public accounts assigned to the county, experience with municipalities, number of hours that would be designated to the county for the audit, and bid pricing. The group selected the top two applicants who will present to the Committee of the Whole on August 14, 2014.

Items for Committee of the Whole – For August 14, 2014 agenda: Auditor Presentations

Action Items for County Board

- Approval of claims in an amount not to exceed $448,320.68
- Approval of the Capital Plan FY 2014-2020

Public Comment – None

Questions from the Media – None

Executive Session – None

Adjournment – Member Cesich made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gilmour. With all members voting aye, the meeting adjourned at 3:33p.m.

Respectfully submitted,
Valarie A. McClain
Administrative Assistant/Recording Secretary
Wednesday, July 9, 2014 at 5:00PM  
County Office Building; County Board Rooms 209-210  
111 W. Fox Street; Yorkville IL  

SPECIAL MEETING MINUTES  

Call to Order – The meeting was called to order by Chair Amy Cesich at 5:03p.m.  

Committee Members Present: Amy Cesich - here, Lynn Cullick - here, Elizabeth Flowers - present, Matthew Prochaska - here, and John Purcell – present  

Others present: Dr. Gary Schlapp, Anna Friedman, Jeff Wilkins  

Executive Session – Member Cullick made a motion to enter 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 5ILCS 120/2(c)(1), second by Member Flowers.  

Roll Call: John Purcell - yes, Matthew Prochaska - yes, Elizabeth Flowers - aye, Lynn Cullick - yes, Amy Cesich - yes. With all in attendance voting aye, the committee entered into Executive Session at 5:07p.m.  

Member Purcell made a motion to return to Open Session, second by Member Prochaska. With all in agreement, the committee entered into Open Session at 5:44p.m.  

Action Items for the County Board  

- Approval of Appointment of Animal Control Director/Warden  

Public Comment – None  

Adjournment – Member Flowers made a motion to adjourn the meeting, Member Cullick seconded the motion. With all in agreement, the meeting was adjourned at 5:46p.m.  

Respectfully Submitted,  

Valarie McClain  
Administrative Assistant/Recording Secretary
Kendall County, Illinois  
Committee of the Whole

Thursday, July 10, 2014  
County Office Building, Board Room 209-210  
111 W. Fox Road, Yorkville IL  
Meeting Minutes

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

Roll Call  
Members: Judy Gilmour - here, Scott Gryder - here, Dan Koukol – present, Matt Prochaska - here, John Purcell - yes, John Shaw – aye, Jeff Wehrli – here, Amy Cesich – here, Elizabeth Flowers - present, Lynn Cullick (arrived at 4:19p.m.)

Others Present: David Berault, Latrese Caldwell, Anne Knight, Sheriff Richard Randall, Eric Weis, and Jeff Wilkins

Items of Business

Response to Per Diem Forensic Audit – Nancy Martin addressed the committee on the forensic audit results, the 3 year investigation, the recording of meetings, ad-hoc meetings, special assignments approved by the County Board chair, approved liaisons for meetings, such as VACKC, KenCom, 708 Mental Health Board, Board Rules of Order, and allowed and disallowed per diems.

From the Finance Committee:

Capital Plan Discussion – Member Purcell presented the General Fund Capital Plan for FY 2014 – 2020, and reviewed some of the items that were removed from the original capital requests totaling over 11 million dollars. Member Purcell reported that there is still a deficit of over 2 million dollars.

Latreese Caldwell informed the committee that the department heads and elected officials have submitted their requests, and she reviewed the funding sources, the general fund expenditures and the various requests.

Discussion on Kendall County Homeless:

Anne Engelhart, Executive Director of Kendall County PADS – Ms. Engelhart provided background information and statistical data on the program that has been in operation for five years, including the number of individual guests, total number of overnight stays, and the meals served (supper, breakfast and lunch). Ms. Engelhart
stated that PADS is a unique model of shelter for the homeless, and that they currently have seven shelter sites located in churches that can house a maximum of 15 guests per night.

Ms. Engelhart highlighted three main areas contributing to the success of the program:

**Environment for the homeless guests:** space for the guest, safety and security for the guests and the volunteers, hygiene of the facility, the agreement of behavioral expectations, and homemade and nutritious meals

**The Volunteers:** over 600 county residents serve as PADS volunteers, various site locations available for volunteers to serve in, one-on-one interaction between volunteers and guests, over 100 volunteers available to be called in an emergency situation, intensive and ongoing volunteer training

**Community Networking:** Support available through local organizations such as County and Municipal law enforcement, laundry service provided by Kendall County inmates, transportation available through the Kendall Area Transit program, Kendall County Health Department, Kendall County Pantry, Oswego YMCA showers available to homeless guests, Senior Services at the Beecher Center, Village Grind in Oswego, Caring Hands Thrift Shop

Ms. Engelhart also informed the committee of the immediate and long-term needs of the homeless including employment, affordable housing in the county and assistance with other social, physical, and mental health needs.

*Kent L. Svendsen, Pastor, United Methodist Church of Plano and Millbrook United Methodist Church* – Pastor Svendsen expressed his concern about the increased number of homeless in the county, the increased and various needs of the homeless in the county, the lack of assistance available to the homeless year-round, transitional housing needs, other social, physical and mental needs, safety issues, lack of support systems, lack of employment, and the need for a homeless shelter facility to provide ongoing and year-round assistance that is available to everyone that needs our help.

*Judy Gilmour, on behalf of the Kendall County Health Department* – Ms. Gilmour relayed some of the information shared with her by Dr. Amaal Tokars which included the exceptional and extensive training of the PADS volunteers, the small number of people that are housed at each shelter that contributes to the safety of the guests and volunteers, and the uniqueness of the PADS program that should be recognized nationally.

**Review Draft Board Agenda** – Mr. Shaw asked the committee to review the draft agenda.
Kendall County, Illinois
Committee of the Whole

Public Comment – None

Questions from the Media – None

Executive Session – None needed

Adjournment – Member Koukol moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Gryder. There being no objection, the Committee of the Whole, at 5:08 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary