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. Old Business
   A. KenCom Lease
10. Executive Session
11. New Business
   A. Ordinance Establishing the Method of Determining the Terms of the County Board Members
   B. Housing Authority Lease
   C. Memorandum of Understanding between Kendall County & Board of Health regarding Housing Authority Lease Funds
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
      1. Appointment of Election Judges
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
   B. Administration, HR, Revenue
      1. Second Agreement to Modify Contract between Kendall County and Voluntary Action Center
   C. Highway
      1. Engineering Agreement with RS&H for Little Rock Road
      2. Quitclaim Deed for West Morris Property on Eldesmain Road
      3. Resolution to Establish Kendall County Transportation Alternatives Program (KC-TAP)
   D. Facilities Management
   E. Finance Committee
      1. Approve Claims
   F. Animal Control
   G. Health and Environment
   H. Committee of the Whole
   I. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation
   D. UCCI
   E. Board of Health
F. Community 708 Mental Health Board
G. KenCom Executive Board
H. River Valley Workforce
I. Housing Authority

15. Other Business
16. Chairman’s Report

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment

APPOINTMENTS
ANNOUNCEMENTS
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, June 19, 2012 at 9:00 a.m. Roll was called. Members present: Chairman John Purcell, Bob Davidson, Elizabeth Flowers, Jessie Hafenrichter, Dan Koukol, Nancy Martin (11:55), Suzanne Petrella, John Shaw, Anne Vickery and Jeff Wehrli.

A quorum was present to conduct business.

THE MINUTES

Member Wehrli moved to approve the submitted minutes from the Adjourned County Board Meetings of 5/15/12. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Purcell stated that there is a need for executive session to be fit in during the meeting. Member Shaw moved to approve the agenda. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

Chairman Purcell sent condolences to the friends and family of Gene White who passed away, Mr. White was the President of the VAC.

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold Dr, Yorkville spoke about a forensic audit of County Board Member per diems.

OLD BUSINESS

Kencom Lease

Chairman Purcell stated that progress is being made but not ready for a vote yet.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Chief Deputy Koster presented the six month report for the Sheriff’s Office. Chief Deputy Koster reported that the Range Maintenance Fund and Commissary Funds have been transferred into the County’s accounting system.

County Clerk

Revenue Report 5/1/12-5/31/12

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$1,040.50</td>
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<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$1,470.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$60.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$2,078.20</td>
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<td></td>
<td>County Clerk Fees - Recording</td>
<td>$33,046.00</td>
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<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$37,694.70</td>
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<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$20,605.50</td>
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<td>38010001320</td>
<td>Doc Storage</td>
<td>$20,623.50</td>
</tr>
<tr>
<td>REVENUES*</td>
<td>Annual Budget</td>
<td>2012 YTD Actual</td>
</tr>
<tr>
<td>---------------------------</td>
<td>--------------</td>
<td>-----------------</td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$153,685</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,800,000</td>
<td>$1,109,180</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$183,999</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$970,000</td>
<td>$471,717</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$202,863</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,300,000</td>
<td>$606,408</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$550,000</td>
<td>$257,745</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$35,000</td>
<td>$17,139</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$50,000</td>
<td>$15,784</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$981,698</td>
<td>$539,399</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,195,909</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$170,000</td>
<td>$111,597</td>
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<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$750,000</td>
<td>$535,143</td>
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<tr>
<td>Sheriff Fees</td>
<td>$450,000</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$10,501,698</strong></td>
<td><strong>$5,773,530</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,000,000</td>
<td>$2,126,581</td>
</tr>
</tbody>
</table>
Transportation Sales Tax $4,000,000 $2,126,581 53.16% $2,100,813 52.52%

*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%.

County Treasurer, Jill Ferko filed the six month report with the County Clerk. She reported that they will be making the second distribution today.

Clerk of the Circuit Clerk

Circuit Clerk, Becky Morganegg stated that she will be tendering the semiannual case filing report to the Judiciary Legislative Committee next week. The traffic filings as of 6/18/12 was 5,608 as of 6/18/11 the filings were 8,068. Total filings in 2011 were 12,307. Total filings in 2010 were 16,894.

State’s Attorney

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

Coroner
Statistics:

<table>
<thead>
<tr>
<th>2012 Statistics</th>
<th>Stats for Same Period in 2011</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Total Deaths….. 141</td>
<td>Total Deaths….. 141</td>
<td>0%</td>
</tr>
<tr>
<td>Autopsies to Date............ 11</td>
<td>Autopsies.... 10</td>
<td>10%</td>
</tr>
<tr>
<td>Toxicology Samples. 15</td>
<td>Toxicology Samples.. 12</td>
<td>25%</td>
</tr>
<tr>
<td>Cremation Permits.... 68</td>
<td>Cremation Permits... 63</td>
<td>8%</td>
</tr>
</tbody>
</table>

Coroner’s Office Personnel Update:

Coroner Toftoy participated in the Yorkville High School Prom Presentation Mock Disaster on May 4.
Coroner Toftoy attended the IL Coroner’s Association Executive Board Meeting in Springfield, IL on May 8.
Coroner Toftoy testified at the Kendall County Courthouse in a homicide trial.

Health Department

Amaal Tokars stated the 5 goals the Board of Health is working on. They are education of community stakeholder about health and well being needs, grooms interrelationships with stakeholders, position for financial solvency, special populations’ engagement, and worker wellness education.

Supervisor of Assessments

No report.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Wehrli stated that they met on 6/11/12.

Section 9 of the Zoning Ordinance

Member Vickery made a motion to approve the amendment to the zoning ordinance section 9.04 C- "B-3 Highway Business District – Special Uses". Member Koukol seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

State of Illinois

Petition #12-11
County of Kendall

ORDINANCE # 2012-09
AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
Section 9.04.C- "B-3 Highway Business District- Special Uses"

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

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

WHEREAS, all administrative procedures for amendments have been followed including a Public Hearing held before the Kendall County Zoning Board of Appeals on June 4, 2012.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 9.04.C- “B-3 Highway Business District- Special Uses” of the Kendall County Zoning Ordinance as provided:

4. Community Center/After school programs/Educational Center

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 19th day of June, 2012.

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Purcell

YARN Foundation Inc

Member Vickery made a motion to approve the Special Use for the tenants at 71 Boulder Hill Pass YARN Foundation Inc. Member Wehrli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE NUMBER 2012 - 10
GRANTING SPECIAL USE FOR THE TENANTS AT
71 BOULDER HILL PASS
YARN FOUNDATION INC.

WHEREAS, Yarn Foundation Inc. has filed a petition for a Special Use within the B-3 Highway Business Zoning District for a 4,600 square foot tenant space on an overall 7.82 acre property located in the Boulder Hill Marketplace on the east side of Boulder Hill Pass, approximately 0.15 miles north of Route 25 (PIN# 03-05-401-003), in Oswego Township; and

WHEREAS, said petition is to allow the operation of a Community Center/After school programs/Educational Center; and

WHEREAS, said property is currently zoned B-3 Highway Business District; and

WHEREAS, said property is legally described as:


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 June 4, 2012; and
WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

WHEREAS, this special use shall be run with the tenant, Yarn Foundation Inc. at 71 Boulder Hill Pass; and

WHEREAS, if the Yarn Foundation Inc. was to move out of the building the special use would dissolve at that time; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit operate a Community Center/After school programs/Educational Center in the 4,800 square feet of building space located at 71 Boulder Hill Pass.

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 19th 2012.

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

Section 10 & Section 13 of the Zoning Ordinance

Member Vickery made a motion to approve the amendment to the Zoning Ordinance Section 10.00 - “Manufacturing District” & Section 13.00 - “Administration”. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2012-11
AMENDMENT TO THE KENDALL COUNTY ZONING ORDNANCE
Section 10.00- “Manufacturing District” & Section 13.00- “Administration”

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

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

WHEREAS, all administrative procedures for amendments have been followed including a Public Hearing held before the Kendall County Zoning Board of Appeals on June 4, 2012.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 10.00- “Manufacturing District” & Section 13.00- “Administration” of the Kendall County Zoning Ordinance as provided in attached Exhibit “A”.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 19th day of June, 2012.

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

High Grove Extension

Member Wehrli moved to approve a 1 year plat extension for High Grove. Member Koukol seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Hofmeister Extension

Member Davidson moved to approve a 1 year petition extension for Hofmeister. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Camelot Farms Final Plat Extension

Member Wehrli moved to approve a 1 year plat extension for Camelot Farms. Member Vickery seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

Countywide Stormwater Ordinance
Member Wehrli made a motion to approve the Resolution Approving a Countywide Stormwater Ordinance. Member Davidson seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
Kendall County Stormwater Management Authority
County of Kendall
Countywide Stormwater Ordinance

RESOLUTION 2012-28

A RESOLUTION APPROVING A COUNTYWIDE STORMWATER ORDINANCE

WHEREAS, 55 ILCS 5/5-1032.2 grants the Kendall County Board the authority to create and establish countywide stormwater management authority within Kendall County; and

WHEREAS, said act provides for the creation of a Stormwater Management Planning Committee who accomplished the following items in establishing said countywide stormwater authority:

1. To consolidate the existing county and municipal stormwater management framework into a united, countywide structure.
2. To set minimum standards for floodplain and stormwater management in the county.
3. To prepare a countywide plan for the management of stormwater runoff, including the management of natural and man-made drainage ways; and

WHEREAS, the County Board adopted the Kendall County Stormwater Management Plan on December 21, 2010 which provides a comprehensive and coordinate framework for guidance of stormwater management activities including the creation and promulgation of county-wide stormwater management regulation; and

WHEREAS, a recommendation for approval by the Stormwater Technical Committee passed on March 27, 2012; and

WHEREAS, a recommendation for approval by the Stormwater Planning Committee passed on May 9, 2012; and

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

A Countywide Stormwater Ordinance dated December 15, 2011 with the latest revision date on May 10, 2012 attached hereto as Exhibit "A", is hereby adopted and the deletion of the following Ordinances: the Soil and Erosion Control Ordinance, Stormwater Management Ordinance and Floodplain Ordinance.

ADOPTED BY THE COUNTY BOARD THIS 19th DAY OF June, 2012.

John Purcell
Kendall County Board Chairman

Debbie Gillette
Kendall County Clerk

Public Safety

Member Flowers stated that the report was read at the last meeting. The next meeting is on 6/25/12.

Administration, HR, Revenue

Resolution Board Rules of Order Amendment

Member Hafenrichter made a motion to approve the Resolution Amending the Board Rules of Order. Member Wehrli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Petrilla. Motion carried 8-1.

COUNTY OF KENDALL
RESOLUTION 2012-29

A RESOLUTION AMENDING THE BOARD RULES OF ORDER

WHEREAS, the Kendall county Board established the compensation schedule, including salary, stipend, per diem, mileage reimbursement, and health insurance, for the Kendall County Board, Kendall County Board Chairman, and Kendall County Liquor Control Commissioner by Resolution 2012-26 on May 15, 2012.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby amends the "Rules of Order of the County Board of Kendall County" as provided herein as attached exhibit "A", effective December 1, 2012.

BE IT FURTHER RESOLVED that the Kendall County Board hereby adopts the "Rules of Order of the County Board of Kendall County" as provided herein as attached exhibit "B", effective December 1, 2012.

Approved and adopted by the County Board of Kendall County, Illinois, this 19th day of June, 2012.
Co Board 6/19/12
Member Hafenrichter made a motion to approve Title VI Statement of Policy. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting except Davidson. \textit{Motion carried.}

A complete copy of IGAM 12-12 is available in the office of the County Clerk.

\textbf{Disadvantaged Business Enterprise Program Policy}

To be discussed at a later meeting.

\textbf{Weight Watchers at Work Program}

Member Hafenrichter made a motion for the County to fund $10,74 each month for 3 months for the Weight Watchers at Work Program open to all employees. Member Wehrli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting except Davidson and Koukol. \textit{Motion carried 7-2.}

\textbf{Prevailing Wage Resolution}

Member Wehrli made a motion to approve the Prevailing Wage Resolution. Member Petrella seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting except Purcell. \textit{Motion carried.}

A complete copy of Resolution 12-30 is available in the office of the County Clerk.

Member Hafenrichter reviewed the May 8, 2012, June 7, 2012 and June 12, 2012 minutes in the packet.

\textbf{Highway}

Member Davidson reviewed the June 12, 2012 minutes in the packet.

\textbf{Intergovernmental Agreement Sidewalks along Fox River Drive in Millbrook}

Member Davidson made a motion to approve the Intergovernmental Agreement for the installation of sidewalks along Fox River Drive in Millbrook for $36,000 from the Transportation Sales Tax Fund. Member Wehrli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. \textit{Motion carried.}

\textbf{Sherrill Road Right of Way Consulting Services}

Member Davidson made a motion to accept the Proposal for ROW Consulting Services for Sherrill Road. Member Petrella seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. \textit{Motion carried.}

\textbf{Resolution of Intent Bicycle/Pedestrian Accommodation}

Member Davidson made a motion to approve the Resolution of Intent – US 34: Between IL 47 in Yorkville and Orchard Rd in Oswego, for Bicycle / Pedestrian Accommodations. Member Shaw seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. \textit{Motion carried.}

\textbf{Resolution Millington/Lisbon/Eldmain Rd Aggregate Shoulders}

Member Davidson made a motion to accept the low bid for Millington/Lisbon/Eldmain Rd aggregate shoulders to D Construction in the amount of $57,125.00. Member Wehrli seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting. \textit{Motion carried.}

KENDALL COUNTY
Resolution No. 12-32

\textbf{WHEREAS}, bids were received at the County Highway Office on June 8, 2012 on the following listed projects:

- Sec. 12-00000-04-GM, Millington/Lisbon/Eldmain Roads, aggregate shoulders the low bid of D Construction, Inc. in the amount of $57,125.00.
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 P. Purcell - 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 19th day of June 2012.

Debbie Gillette - County Clerk

Aurora Blacktop Bid Bonds

Member Davidson stated that they are waiting to hear from the Insurance Company to come forward to tell them how to proceed.

BREAK
RECONVENE
EXECUTIVE SESSION

Member Wehrli made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body, collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and for the purchase or lease of real property for the use of the public body, including meetings held for the purpose of discussing whether a particular parcel should be acquired. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Vickery was excused from the remainder of the meeting.

Facilities Management

Jim Smiley reviewed the June 4, 2012 minutes in the packet.

Garbage & Recycling Vendor Contract

Member Hafenrichter made a motion to approve the Garbage & Recycling Contract for 3 years with a 2 year renewal option in the amount of $10,224 per year. Member Koukol seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting. Motion carried.

Economic Development

Member Koukol informed the Board that the next meeting is on 6/22/12.

Finance

CLAIMS

Member Davidson moved to approve the claims submitted in the amount of $1,968,389.94. Member Hafenrichter seconded the motion.

COMBINED CLAIMS: FCLT MGMT $87,496.85, BZ $2,106.93, CO CLK & RCDR $1,708.46, ELECTION $2,099.04, ED SRV REG $5,963.15, SHRFF $30,184.32, CRRCTNS $12,289.62, ESDA $191.30, CRCT CT CLK $531.33, JURY COMM $6,120.75, CRCT CT JDG $6,269.17, CRNR $1,003.00, CMB CRT SRV $576.47, PUB DFNDR $821.06, ST ATTY $4,576.62, SPRV OF ASMT $271.00, FRM RVV BRD $29.85, TRSR $846.25, EMLPHY HLTH INS $13,371.20, OFF OF ADM SRV $2,660.59, GNRRL INS & BNDG $90.00, CO BRD $481.80, TECN SRV $5,322.36, ECON DEV $443.87, LIABIL INSUR EXPS $1,527.85, CO HWY $49,026.01, CO BRDG $43,305.43, TRANSPRT SALES TX $43,614.90, HLTH & HMN SRV $79,070.07, TOT EXP $3,300.00, FRST PRSRV $10,927.11, FP DBT SRV 2009 $2,225.00, FP DBT SRV $68,032.50, KEN COM $6,383.23, ANML CNTRL $3,360.00, ANML CNTRL $53.76, CO RCDR DOC STRG $9,100.00, DRG ABS EXP $53.35, TOT HID $83,838.92, COMM FND

Co Board 6/19/12
Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Purcell who voted present. Motion carried.

Discussion – Per Diems: Forensic Audit

State’s Attorney, Eric Weis recommended Dennis Czurylo who is a former retired IRS Special Agent to conduct the audit. The nature of the audit would be a 3 year audit of County Board per diems from 12/1/2008 through 6/30/2012. There would be four documents that would need to be looked at for each meeting; minutes of the meeting, vouchers, payroll information as it is paid out, and the Rules of Order. They would bring back findings and recommendations. Estimated time to complete would be 90 days from the time they receive all of the documentation. Predicted cost would be $2,000 on up. State’s Attorney Weis made the recommendation to conduct the audit as a necessary expenditure based on the situation. A cap of $5,000 would be set for the audit not to exceed.

Judicial/Legislative

Member Koukol stated that the next meeting is 5/23/12.

Health and Environmental

Member Petrella stated that there is a meeting on 6/27/12.

Animal Control

Anna Payton stated that they are doing well financially. Anna Payton has been working with Plano on their animal ordinances. They have been doing several community events. They will be discussing the hours of operations, staffing and ordinances for the County.

Health & Environment

Suzanne Petrella stated that there was no report.

Member Martin arrived at the meeting.

Committee of the Whole

No report.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli reported that they approve a couple of contracts.

VAC

Member Martin stated that they voted on their budget.

County Stormwater

Member Wehrli stated that they are done meeting and officially dissolved.

UCCI

No June meeting.

Co Board 6/19/12
Historic Preservation

Member Wehrli stated that minutes are in the packet from 5/16/12.

River Valley Workforce Investment

No report.

Housing Authority

Member Hafenrichter stated that they are discussing a move to the Health Department upon approval.

Labor & Grievance

Member Shaw reported that there is a meeting on June 26, 2012.

CHAIRMAN’S REPORT

APPOINTMENTS

Board of Health – Dr. Justin Kwak – 3 year term expires June 2015

CITIZENS TO BE HEARD

Todd Milliron, 81 Cotswold Dr, Yorkville questioned how the money was split between the range fee fund and commissary fund. Mr. Milliron stated ideas for insurance savings.

QUESTIONS FROM THE PRESS

Steve Lord from the Beacon News asked the name of the forensic auditor - Czurylo.

Jill Duchnowski from the Yorkville Patch asked what case the forensic auditor worked on – Greylord.

Matt Shury from the Kendall County Record asked if going forward with the forensic audit – yes.

Ryan Morton from WSPY asked what the list of things is that will be looked at by the auditor and if there will be findings at the end – there may need to be additional interviews.

Jill Duchnowski from the Yorkville Patch asked if the State’s Attorney need approval to go forward from the Board – the Board will have to approve the payment of the bill.

Steve Lord from the Beacon News asked if there was a limit on the number of employees eligible for the Weight Watcher program – No.

ADJOURNMENT

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

Approved and submitted this 5th day of July, 2012.
Respectfully submitted by;
Debbie Gillette,
Kendall County Clerk
Kendall County Housing Authority Lease Agreement

This Lease Agreement (Lease) is made and entered into as of July 17th, 2012 (the Effective Date), by and between the Landlord, the County of Kendall (hereinafter referred to as “County”) and the Tenant, the Kendall County Housing Authority (hereinafter referred to as “Housing Authority”).

1. PREMISES.

1.1 In consideration of the mutual promises, covenants, and conditions herein set forth, the County (hereinafter referred to as “Landlord”) hereby leases to Housing Authority (hereinafter referred to as “Tenant”) and Housing Authority hereby leases from the Landlord the premises, being the office number 130 located on the first floor of the northwest corner of the Kendall County Health and Human Services Building, located at 804 John Street, Yorkville, Kendall County, Illinois, consisting of approximately one hundred and twenty (120) square feet (hereinafter referred to as “Premises”), for the purpose of the Housing Authority providing adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination for residents of Kendall County. Said Premises are shown on Exhibit A hereto and excludes all common spaces as defined herein.

1.2 Landlord expressly reserves (a) the use of the exterior front, rear and side walls and roof of the Premises and the use of any space between the ceiling of the Premises and the floor above or the roof of the Building(s), and (b) the right to install, maintain, use, repair, and replace the pipes, ducts, conduits, and wires leading into or running through the Premises (in locations which will not materially interfere with Tenant’s use of the Premises).

2. TERM.

2.1 Term. The Initial Term of this Lease shall be for the period of one (1) year commencing on August 1, 2012 and terminating on the last day of July, 2013. “Lease Term” or “Term” shall mean the Initial Term and any exercised Option Periods (as defined in Section 2.2 below).

2.2 Option Periods. Provided a Tenant has not during the Term been in default in the payment of Rent and Tenant is then occupying the Premises, Tenant may extend the Initial Term for two, successive, one year option periods by giving notice of exercise thereof (Option Notice) to Landlord at least 60 days before the expiration of the term of the lease or, in the event of the second, one year option, 60 days before the expiration of the first, one year option period. If Tenant delivers a valid Option Notice, the Term shall thereby be extended on all the terms and provisions contained in this Lease.

2.3 Renovation of Premises by Landlord. The parties agree that that Landlord will not perform any renovation work to the premises prior to the tenant taking possession. Tenant’s taking possession of the Premises shall be conclusive evidence that the Premises were suitable for Tenant’s intended purposes as of the date thereof, that Tenant accepts the condition of the Premises.

2.4 Termination of Lease Agreement. Either party may terminate this Lease upon sixty (60) day written notice to the other party. All obligations outstanding at that time of termination shall survive the Lease. Both parties may agree in writing to termination of the Lease and waive the sixty (60) day written notice requirement.
3. RENT

3.1 Rental Payment. Tenant shall pay to Landlord Rent for said Premises in the amount of $4,800.00 per year, with the year start date commencing on August 1, 2012, for a total of one (1) year from the date of the lease. Tenant shall make monthly rental payments in the amount of $400.00, commencing on August 1, 2012 and each full payment shall be made by the first day of the month thereafter.

3.2 Security Deposit. No security deposit will be required as part of this lease.

3.3 Fair Market Value. The Landlord and Tenant agree that the fair market value for the rental of the premise is as set forth above in section 3.1.

4. PROPERTY

4.1 The Landlord and Tenant each agree that any personal property, such as equipment, furniture, or other nonfixture items, purchased by either the Tenant or the Landlord either prior to or during the term of this Lease shall remain the personal property of the party who furnished the funds to purchase the property. All personal property of the Tenant shall be removed from the Premises at the termination of this agreement unless agreed to in writing by the parties. Tenant specifically waives any claim of damage against the Landlord for any property damaged as a result of an act of nature including but not limited to lightning strikes and floods. Landlord is not responsible for providing any personal property, equipment, furniture or other nonfixture items to the Tenant.

5. COMMON AREA.

5.1 Common Area. “Common Area” is defined as all areas and facilities within the Health and Human Services Building not appropriated to the occupancy of Tenant (The area of occupancy of the Tenant is show in Exhibit A), and facilities, utilities, or equipment outside the Health and Human Services Building which serve the Health and Human Services Building or any other County facility or property, including, but not limited to, all vehicle parking spaces or areas, roads, traffic lanes, driveways, sidewalks, pedestrian walkways, landscaped areas, signs, service delivery facilities, common storage areas, common utility facilities, and all other areas for nonexclusive use in the Health and Human Services Building that may from time to time exist. Common Areas shall include the roofs and exterior walls of buildings in the Health and Human Services Building, all utility systems, heating, ventilating, and cooling systems, and sewer laterals.

5.2 Common Area Expenses. The term “Common Area Expenses” shall include the maintenance, repair, replacement, operation, and management of the Common Area and the Health and Human Services Building and shall include landscaping; repaving; resurfacing; restriping; security; alarm systems; signage; property management; repairs, maintenance, and replacements of bumpers, directional signs, and other markers; painting; lighting and other utilities (including, but not limited to electricity, gas, water, and telephone); cleaning; trash removal; Tenant’s trash removal, any contracts for services or supplies to be provided in connection with the maintenance, management, operation, repair, and replacement of such Common Area. All costs associated with the Common Area are to be paid by the Landlord.
5.3 Control of the Common Area. Landlord and the Kendall County Health Department shall have exclusive control of the Common Area and may exclude any person from use thereof except authorized employees and service suppliers of Tenant. Tenant acknowledges that Landlord may change the shape, size, location, number, and extent of the improvements to any portion of the Health and Human Services Building without Tenant’s consent. Tenant and its agents, employees, assignees, contractors, and invitees shall observe faithfully and comply with any rules or regulations adopted by the Landlord and/or Kendall County Health Department for the Health and Human Services Building. Tenant agrees to keep the Common Area free and clear of any obstructions created or permitted by Tenant or resulting from Tenant’s operation and to use the Common Area only for normal activities: parking, ingress, and egress by Tenant and its employees, agents, representatives, licensees, and invitees to and from the Premises and Health and Human Services Building. If, in the opinion of Landlord, unauthorized persons are using the Common Area by reason of the presence of Tenant in the Premises, Tenant, upon demand of Landlord, shall correct such situation by appropriate action and proceedings against all such unauthorized persons. Nothing herein shall affect the rights of Landlord at any time to remove any such unauthorized persons from said areas or to prevent the use of said areas by such unauthorized persons. The Tenant is allowed to use the waiting area as set forth in Exhibit A, as well as public restrooms, for clients of the Housing Authority. In addition, the Tenant is allowed access to conference rooms and training rooms as deemed appropriate by the Kendall County Health and Human Services Department and subject to their rules and regulations.

6. REAL PROPERTY TAXES.

6.1 All real property taxes shall be the responsibility of the Landlord, to the extent applicable under the laws of the State of Illinois.

7. INSURANCE; INDEMNITY; SUBROGATION.

7.1 General. All insurance policies required to be carried by Tenant under this Lease shall (a) be written by companies rated A-/VIII or better in the most recent edition of BEST’S INSURANCE REPORTS and authorized to do business in the State of Illinois and (b) name Landlord, the Kendall County Health Department, and any parties designated by Landlord as additional insureds. Tenant shall deliver to Landlord certified copies of its insurance policies, or an original certificate evidencing that such coverage is in effect, August 1, 2012 and thereafter at least 30 days before the expiration dates of expiring policies. Coverage shall not be canceled or materially reduced. Tenant’s coverage shall be primary insurance with respect to Landlord, and its officers, directors, and employees. Any insurance maintained by Landlord shall be in excess of, and not contributing with, Tenant’s insurance. Coverage shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to any aggregate limit applicable to the insuring party’s policy.

7.2 Tenant’s Liability Insurance. Tenant shall keep in force during the term of this Lease a policy of public liability insurance insuring against any liability arising out of Tenant’s use, occupancy, or maintenance of the Premises and the acts, omissions, and negligence of Tenant, its agents, employees, contractors, and invitees in and about the Premises and the Health and Human Services Building. As of the Term Commencement Date, such insurance shall provide coverage for and shall be in the amount of not less than $2,000,000.00 per occurrence for bodily injury, including death, and personal injury, $1,000,000.00 per occurrence property damage insurance. Tenant’s coverage shall be primary insurance as respects Landlord, its officers, agents, and employees. Any insurance or self-insurance maintained by Landlord shall be excess of the Tenant’s insurance and shall not contribute with it. Coverage shall apply.
separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

7.3 Tenant's Other Insurance. Tenant shall maintain special form property coverage, with sprinkler leakage, vandalism, and malicious mischief endorsements on all of Tenant's fixtures, including tenant improvements and betterments, equipment, and personal property on the Premises, in an amount not less than 100 percent of their full guaranteed replacement value, the proceeds of which shall, as long as the Lease is in effect, be used for the repair or replacement of the property so insured. Tenant shall maintain workers' compensation insurance in accordance with the laws of the State of Illinois in which the Premises are located and employer's liability insurance with a limit of not less than $1,000,000.00 each accident.

7.4 Waiver of Subrogation. Neither Landlord nor Tenant shall be liable to the other or to any insurance company (by way of subrogation or otherwise) insuring the other party for any loss or damage to any building, structure, or other tangible property, or any resulting loss of income and benefits (even though such loss or damage might have been occasioned by the negligence of such party, its agents, or employees) if such loss or damage is covered by insurance benefiting the party suffering such loss or damage or was required to be covered by insurance pursuant to this Lease. Landlord and Tenant shall require their respective insurance companies to include a standard waiver of subrogation provision in their respective policies.

7.5 Indemnification and Waiver by Tenant. To the fullest extent permitted by law and except to the extent that any damage to property or injury is caused by the gross negligence or willful misconduct of Landlord, Tenant agrees (and Tenant shall cause its contractors and subcontractors to agree) that neither Landlord, its officers, directors, and employees nor Landlord's employees, agents, representatives, and contractors, nor Kendall County Health Department, its officers, directors, employees, agents, representative, and contractors, and each of their successors and assigns (each, "Landlord Party" and collectively "Landlord Parties") shall be liable for any injury to or death of persons or damage to property of Tenant (or its contractors and subcontractors) or any other person from the date of this Lease. Tenant shall defend with counsel of Landlord's choosing, indemnify, and hold Landlord and the Landlord Parties harmless against and from any and all claims, liabilities, losses, damages, suits, costs, and expenses of any kind or nature including without limitation reasonable attorneys' fees (collectively referred to herein as "Claims") arising from or relating to (a) Tenant's use of the Premises or the Common Areas, or (b) any acts, omissions, negligence, or default of Tenant or Tenant's agents, employees, officers, directors, contractors, and invitees (each, "Tenant Party" and collectively "Tenant Parties"), except to the extent that any such Claim is caused by the gross negligence or willful misconduct of Landlord. The terms of the indemnification by Tenant set forth in this Section 7.5 shall survive the expiration or earlier termination of this Lease.

8. USE.

8.1 The Premises shall be used for the Housing Authority to provide adequate and affordable housing, economic opportunity and a suitable living environment free from discrimination during the term of this Lease. The failure by Tenant to use the Premises pursuant to this Article 8 shall be considered a default under this Lease, and Landlord shall have the right to exercise any and all rights and remedies provided herein or by law. The Tenant may not transfer or assign the Lease to a third party.
8.2 Landlord and the Kendall County Health Department have the authority to make modification and improvements to the Health and Human Services Building, including the Premises, as deemed necessary to accomplish its statutory functions.

8.3 Access to the Premises by the Tenant shall be limited to the normal business hours of the Health and Human Service Building for general public access.

9. MAINTENANCE, REPAIRS, ALTERATIONS.

9.1 Tenant’s Obligations. Subject to the foregoing, Tenant shall keep and maintain in good condition the Premises.

9.2 Landlord’s Obligations. Subject to the foregoing, Landlord shall keep and maintain in good condition and repair (or replace, if necessary) all aspects of the Health and Human Services Building including but not limited to the roof, exterior walls, structural parts, and structural floor of the Premises, fire protection services, and pipes and conduits outside the Premises for the furnishing to the Premises of various utilities (except to the extent that the same are the obligation of the appropriate public utility company).

9.3 Surrender. Upon the expiration or termination of this Lease, Tenant shall surrender the Premises to Landlord in good and broom-clean condition, with all of Tenant’s fixtures and property removed, excepting ordinary wear and tear. Tenant shall also remove any Tenant-installed improvements that Landlord may require to be removed.

9.4 Alterations. Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by Landlord prior to any repairs or alterations.

9.5 Cleaning. The Landlord agrees to continue to provide for the general cleaning and maintenance of the Premises and the removal of trash from the Premises, including all associated costs.

9.6 Technical Support. Tenant is responsible, at its own cost, to provide any technical or mechanical support to repair or replace any electrical, mechanical, or computer equipment purchased by Tenant for use on said Premise.

10. UTILITIES.

10.1 Obligation to Pay. Landlord shall pay for all water, gas, electricity, and other utilities used by Tenant during the Lease Term, with the exception of telephone lines dedicated specifically for handling housing authority telephone calls, which shall be paid by the Tenant.

10.2 Tenant acknowledges that the Premises are designed to provide standard office use electrical facilities and standard office lighting. Tenant shall not use any equipment or devises that utilize excessive electrical energy or that may, in Landlord’s reasonable opinion, overload the wiring or interfere with electrical services to other tenants.

10.3 Landlord’s Responsibility. Landlord shall not be liable for, and Tenant shall not be entitled to, any damages, abatement, or reduction in Rent by reason of any interruption or failure in the supply of utilities, including but not limited to lightning strikes and floods. Tenant agrees that it shall not install any
equipment that exceeds or overloads the capacity of the utility facilities serving the Premises, and that if equipment installed by Tenant requires additional utility facilities, installation of the same shall be at Tenant’s expense, but only after Landlord’s written approval of same. Landlord shall be entitled to cooperate with the energy and water conservation efforts of governmental agencies or utility suppliers. No failure, stoppage, or interruption of any utility or service, including but not limited to lightning strikes and floods, shall be construed as an eviction of Tenant, nor shall it relieve Tenant from any obligation to perform any covenant or agreement under this Lease. In the event of any failure, stoppage, or interruption of utilities or services, Landlord shall use its reasonable efforts to attempt to restore all services promptly. Landlord reserves the right from time to time to make reasonable and nondiscriminatory modifications to the utility systems serving the Health and Human Services Building.

11. MECHANICS LIENS.

11.1 Tenant shall keep the Premises and the Health and Human Services Building free and clear of all encumbrances, mechanics liens, stop notices, demands, and claims arising from work done by or for Tenant or for persons claiming under Tenant, and Tenant shall defend with counsel of Landlord’s choosing, indemnify and save Landlord free and harmless from and against any Claims arising from or relating to the same.

12. DEFAULTS, REMEDIES.

12.1 Tenant’s Default. Tenant shall be in default in the event of any of the following: (a) if Tenant fails to make any payment of Rent and such failure shall continue for 30 days after written notice by Landlord; (b) if Tenant fails to perform any other obligation to be performed by Tenant hereunder and such failure shall continue for 30 days after written notice by Landlord; provided, however, if the nature of such default is such that the same cannot reasonably be cured within a 30-day period, then Tenant shall not be deemed to be in default if it shall commence such cure within such 30-day period and thereafter rectify and cure such default with due diligence; (c) if Tenant abandons or vacates the Premises or ceases to use the Premises for the stated purpose as set forth in this Lease; or (d) if Tenant files a petition or institutes any proceedings under the Bankruptcy Code.

12.2 Remedies in Default. In the event of a default by Tenant, Landlord, in addition to any other remedies available to it at law or in equity, including injunction, at its option, without further notice or demand of any kind to Tenant or any other person, may (a) terminate this Lease and Tenant’s right to possession of the Premises and recover possession of the Premises and remove all persons there from; (b) have the remedies available at law or in equity (Landlord may continue the Lease in effect after Tenant’s breach and abandonment and recover Rent as it becomes due, if Tenant has the right to sublet or assign, subject only to reasonable limitations); or (c) even though it may have reentered the Premises, thereafter elect to terminate this Lease and all of the rights of Tenant in or to the Premises.

12.3 At the termination of the Lease Term, by lapse of time or otherwise, Tenant will yield immediate possession of the Premises to the Landlord in good condition and repair, loss by fire and ordinary wear excepted, and will return any keys or access cards therefore to the Landlord.

12.4 If Tenant holds over or occupies the Premises beyond the Lease Term (it being agreed there shall be no holding over or occupancy without Landlord’s written consent), Tenant shall pay Landlord for
each day of such holding over a sum equal to 125% (one hundred twenty-five percent) of the Rent prorated for the number of days of such holding over. In addition, Tenant shall be liable to Landlord for any and all damages which Landlord shall suffer by reason thereof, and Tenant will indemnify Landlord against all claims and demands made by any succeeding tenants against Landlord, founded upon delay by Landlord in delivering possession of the Premises to such succeeding tenant. The provisions of this section shall not constitute a waiver by Landlord of any right of re-entry as hereinafter set forth; nor shall receipt of any Rent or other act in apparent agreement of tenancy operate as a waiver of the right to terminate this Lease for a breach of any of the covenants herein.

13. DESTRUCTION.

13.1 Landlord’s Option to Terminate. In the event of a casualty causing damage to the Premises or Health and Human Services Building that cannot be repaired within ninety (90) calendar days from the date of damage or destruction under the laws and regulations of the state, federal, county, and municipal authorities or other authorities with jurisdiction, either Landlord or Tenant may terminate this Lease at the date of the damage upon written notice to the other party given within ninety (90) calendar days following the date of the casualty.

13.2 Repairs; Rental Abatement. In the event of an insured casualty that may be repaired within ninety (90) days from the date of the damage or, in the alternative, in the event that the Landlord or Tenant does not elect to terminate this Lease under the terms of Section 13.1 above, then this Lease shall continue in full force and effect and the Premises shall be reconstructed with the obligations of the parties being as set forth in Section 13.3 below. Such partial destruction shall in no way annul or void this Lease. As long as Tenant conducts its business in the Premises, there shall be no abatement until the parties agree in writing on the amount thereof.

13.3 Limitation on Repairs. In the event of any reconstruction of the Premises under this Article 13, Landlord’s obligation to reconstruct the Premises shall be, to the extent reasonably practicable and to the extent of available proceeds, to restore the Premises to the condition in which they were delivered to Tenant. Landlord’s repair obligations shall in no way include any construction obligations originally imposed on Tenant or subsequently undertaken by Tenant.

14. SIGNS AND DISPLAYS.

14.1 Tenant shall not erect or install in, on, or about the Premises any exterior or interior signs or advertising media, or window or door lettering or placards, without Landlord’s consent. All such signs shall comply with all applicable laws and ordinances.

15. COMPLIANCE WITH LAWS.

15.1 Laws Generally. Tenant, at its sole cost and expense, shall comply with all existing and future laws, ordinances, orders, rules, regulations, and requirements of all governmental and quasi-governmental authorities (including the Americans with Disabilities Act, and any amendments thereto) having jurisdiction over the Premises and shall perform all work required to comply therewith. If any such work would involve changes to the structure, exterior, or mechanical, electrical, or plumbing systems of the Building, then such work shall be performed by Landlord, and Tenant shall reimburse Landlord the cost thereof within 30 days after receipt of billing.
15.2 Tenant shall comply with any and all laws concerning environmental regulations. Tenant shall not cause or permit any Hazardous Materials (as defined below) to be brought, stored, used, handled, transported, generated, released, or disposed of, on, in, under, or about the Premises.

16. RIGHT OF ENTRY.

16.1 Landlord, the Kendall County Health Department, and its authorized representatives shall have the right to enter the Premises at all reasonable times upon reasonable notice to make repairs or alterations to the systems serving the Premises or for any other purpose.

17. WAIVERS.

17.1 No delay or omission in the exercise of any right or remedy of Landlord with respect to any default by Tenant shall impair such right or remedy or be construed as a waiver. No waiver of any of the terms, provisions, covenants, conditions, rules, and regulations shall be valid unless it shall be in writing signed by Landlord. The receipt and acceptance by Landlord of delinquent Rent or other payments due hereunder shall not constitute a waiver of any other default.

18. ATTORNEY’S FEES.

18.1 If either party hereto brings an action at law or in equity to enforce, interpret, or seek redress for the breach of this Lease, then the prevailing party in such action shall be entitled to recover all court costs, witness fees, and reasonable attorneys’ fees, at trial or on appeal, in addition to all other appropriate relief.

19. LIMITATION ON LIABILITY.

19.1 In consideration of the benefits accruing hereunder, Tenant, on behalf of itself and all successors and assigns of Tenant, covenants and agrees that the obligations under this Lease do not constitute personal obligations of the Landlord, its members, directors, officers, or employees, and Tenant shall not seek recourse against members, directors, officers, or employees of Landlord or any of their personal assets for satisfaction in any liability in respect to this Lease.

20. NOTICES.

20.1 Every notice, demand, or request (collectively “Notice”) required hereunder or by law to be given by either party to the other shall be in writing and shall be served on the parties at the addresses set forth below the signatures of the parties or such other address as the party to be served may from time to time designate in a Notice to the other party. Any such Notices shall be sent either by (a) United States certified or registered mail, postage prepaid, return receipt requested; (b) overnight delivery using a nationally recognized overnight courier, which shall provide evidence of delivery upon sender’s request; or (c) personal delivery, in which case Notice shall be deemed delivered upon receipt of confirmation of such facsimile transmission of such Notice (provided a follow-up Notice is (i) mailed by certified or registered United States Mail, postage prepaid, return receipt requested; (ii) delivered by overnight courier delivery; or (iii) delivered by personal delivery within five (5) business day thereafter). All notices given in the manner specified herein shall be effective upon the earliest to occur of actual receipt, the date of inability to deliver to the intended recipient as evidenced by the United States Postal Service or courier receipt, or the date of refusal by the intended recipient to accept delivery as evidenced by the United States Postal Service or courier.
21. MISCELLANEOUS.

21.1 Cumulative Remedies. No remedy herein conferred on or reserved to Landlord is intended to be exclusive of any other remedy herein or by law provided, but each shall be cumulative and shall be in addition to every other remedy given hereunder or now hereafter existing at law or in equity by statute.

21.2 Severability. The unenforceability, invalidity, or illegality of any provision of this Lease shall not render the other provisions unenforceable, invalid, or illegal. If a court finds that any provision of this Lease is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

21.3 Governing Laws. The laws of the State of Illinois shall govern the validity, performance, and enforcement of this Lease. No conflict-of-law rules of any state or country (including, without limitation, Illinois conflict-of-law rules) shall be applied to result in the application of any substantive or procedural laws of any state or country other than Illinois. All controversies, claims, actions, or causes of action arising between the parties hereto and their respective successors and assigns shall be brought, heard, and adjudicated by the courts of the State of Illinois, with venue in Kendall County.

21.4 Force Majeure. If, by reason of any event of force majeure, either party to this Lease is prevented, delayed, or stopped from performing any act that such party is required to perform under this Lease other than the payment of Rent or other sums due hereunder, the deadline for performance of such act by the party obligated to perform shall be extended for a period of time equal to the period of prevention, delay, or stoppage resulting from the force majeure event, unless this Lease specifies that force majeure is not applicable to the particular obligation. As used in this Lease, the term “force majeure” shall include, but not be limited to, fire or other casualty; bad weather; inability to secure materials; strikes or labor disputes (over which the obligated party has no direct or indirect bearing in the resolution thereof); acts of God; acts of the public enemy or other hostile governmental action; civil commotion; terrorist acts; governmental restrictions, regulations, or controls; judicial orders; and/or other events over which the party obligated to perform (or its contractor or subcontractors) has no control.

21.5 Successors and Assigns. All of the provisions, terms, covenants, and conditions of this Lease shall be binding on and inure to the benefit of the parties and their respective heirs, executors, administrators, successors, and assigns. No party shall assign, sublet, sell or transfer its interest in this Lease without all other parties’ prior written consent.

21.6 Relationship. Nothing contained in the Lease shall be deemed or construed by the parties or by any third person to create the relationship of principal and agent, or of partnership, or of joint venture, or of any association between Landlord and Tenant.

21.7 Entire Agreement; Modification. This Lease and all exhibits and/or addendums, and/or riders, if any, attached to this Lease are hereby made a part of this Lease, with full force and effect as if set forth herein. This Lease supersedes all prior agreements between the parties and sets forth all the covenants, promises, agreements, and conditions, and Understandings between Landlord and Tenant concerning the Premises, and there are no actual or implied covenants, promises, agreements, conditions, or understandings, either oral or written, between them other than as are set forth herein and none of which shall be used to interpret, construe, supplement, or contradict this Lease. No alteration, amendment,
change, or addition to this Lease shall be binding on Landlord or Tenant unless reduced to writing and signed by each party.

21.8 Time of Essence. Time is of the essence with respect to the performance of every provision of this Lease in which time performance is specified.

21.9 Survival of Obligations. All obligations of Tenant accrued as of the date of acceptance or rejection of this Lease due to the bankruptcy of Tenant, and those accrued as of the date of termination or expiration of this Lease for any reason whatsoever, shall survive such acceptance, rejection, termination, or expiration.

21.10 Authority. Each party represents and warrants that their representative whose signature appears below have the power and authority to enter into this Lease and to obligate the party to the term of this Lease.

IN WITNESS WHEREOF, the parties hereto have executed this Lease as of the date first written above.

LANDLORD: ____________________ TENANT: ____________________

Address of Landlord

Address of Tenant
EXHIBIT A
DEPICTION OF PREMISES

[insert description of premises]
ORDINANCE NUMBER 2012 - _____

AN ORDINANCE ESTABLISHING THE METHOD OF DETERMINING THE TERMS OF COUNTY BOARD MEMBERS TO BE ELECTED ON NOVEMBER 6, 2012 AND THEREAFTER UNTIL THE NEXT DECENNIAL REAPPORTIONMENT

WHEREAS, 55 ILCS 5/2-3001 et seq. requires the Kendall County Board to reapportion the County by July 1 every ten years; and

WHEREAS, 55 ILCS 5/2-3009(a) provides that no later than September 1 of the year of the next general election following reapportionment, members of the Kendall County Board are required to divide the county board districts publicly by lot as equally as possible into 2 groups, unless further altered by action of the County Board;

WHEREAS, 55 ILCS 5/2-3009(a) further provides that board members or their successors from one group shall be elected for successive terms of 2 years, 4 years and 4 years; and members or their successors from the second group shall be elected for successive terms of 4 years, 4 years and 2 years. All terms shall commence on the first Monday of the month following the month of election; and

NOW, THEREFORE, BE IT ORDAINED, by this County Board of Kendall County, Illinois that:

1. The Kendall County Board districts will be sorted by lot into two groups as equally as possible. District 1 shall be one group and District 2 shall be the second group. One district shall be selected to receive three (3) four-year terms and two (2) two-year terms (hereinafter known as “Term A”). The other district shall be selected to receive three (3) two-year terms and two (2) four-year terms (hereinafter known as “Term B”). To determine which district shall receive Term A and Term B, the Kendall County Clerk shall conduct a lottery on August 7, 2012 at 6:00 p.m. in the Kendall County Board Room located at 111 W. Fox Street, Yorkville, Illinois 60560. The lottery shall consist of the Kendall County Clerk placing two (2) balls – one inscribed with “District 1” and one inscribed with “District 2” - in an opaque container. The County Clerk shall randomly draw out each inscribed ball from the container, one at a time. The first ball selected in the lottery shall be the district that receives “Term A”. The second ball selected in the lottery shall be the district that receives “Term B”.

2. On December 3, 2012, the newly elected Kendall County Board members shall take their oaths of office. Immediately following the oaths of office, any Kendall County Board member may volunteer for a two-year term for their respective district. Once all volunteers have come forward, a lottery shall be conducted to determine which remaining County Board members shall receive a two-year term or a four-year term of office for each district.
a. The Kendall County Clerk shall conduct the lottery for the “Term A” district first. The Kendall County Clerk shall inscribe the names of each of the five County board members for “Term A” district on separate balls and place all five (5) balls in an opaque container. The County Clerk shall randomly draw out each inscribed ball from the container, one at a time. The first three (3) balls selected shall represent the board members in the “Term A” district who shall receive four-year terms. The last two (2) balls selected shall represent the board members in the “Term A” district who shall receive two-year terms.

b. The Kendall County Clerk shall then conduct the lottery for the “Term B” district. The Kendall County Clerk shall inscribe the names of each of the five County board members for “Term B” district on separate balls and place all five (5) balls in an opaque container. The County Clerk shall randomly draw out each inscribed ball from the container, one at a time. The first two (2) balls selected shall represent the board members in the “Term B” district who shall receive four-year terms. The last three (3) balls selected shall represent the board members in the “Term B” district who shall receive two-year terms.

3. All County Board Members terms established by the process cited in Paragraphs 1 and 2 above shall commence on December 3, 2012.

BE IT FURTHER ORDAINED that this Ordinance shall become effective immediately upon its passage by this County Board.

ADOPTED in Yorkville, Kendall County, Illinois, on this _____ day of July, 2012.

Attest:

______________________________    ______________________________
Kendall County Clerk                John Purcell
Debbie Gillette                     Kendall County Board Chairman
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<td>$ 958.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,350.00</td>
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</tr>
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<td>County Clerk Fees - Civil Union</td>
<td>$ 30.00</td>
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<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 1,891.50</td>
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<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 30,924.00</td>
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<td>01010061205 Total County Clerk Fees</td>
<td>$ 35,154.00</td>
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<td>01010001185 County Revenue</td>
<td>$ 16,807.75</td>
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<tr>
<td>38010001320 Doc Storage</td>
<td>$ 19,242.50</td>
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<tr>
<td>5101001320 GIS Mapping</td>
<td>$ 32,464.00</td>
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<tr>
<td>37010001320 GIS Recording</td>
<td>$ 4,056.00</td>
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<tr>
<td>01010001135 Interest</td>
<td>$ 38.69</td>
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<tr>
<td>01010061210 Recorder's Misc</td>
<td>$ 6,677.75</td>
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<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td>$ 17,253.00</td>
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<tr>
<td>CK # 17125 To KC Treasurer</td>
<td>$ 131,693.69</td>
<td></td>
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</table>

Death Certificate Surcharge sent from Clerk's office $482.00 ck # 17123
Dom Viol Fund sent from Clerk's office $230.00 ck 17124
### Kendall County General Fund

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR SEVEN MONTHS ENDED 06/30/12**

<table>
<thead>
<tr>
<th>Revenue Description</th>
<th>Annual Budget</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
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</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$153,685</td>
<td>48.79%</td>
<td>$254,605</td>
<td>83.75%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,800,000</td>
<td>$1,248,947</td>
<td>69.39%</td>
<td>$1,165,749</td>
<td>83.27%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$216,632</td>
<td>63.72%</td>
<td>$231,072</td>
<td>105.03%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$970,000</td>
<td>$550,182</td>
<td>56.72%</td>
<td>$546,818</td>
<td>78.12%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$240,558</td>
<td>63.30%</td>
<td>$232,458</td>
<td>61.17%</td>
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<tr>
<td>Circuit Clerk Fees</td>
<td>$1,300,000</td>
<td>$727,072</td>
<td>55.93%</td>
<td>$801,065</td>
<td>57.22%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Attys.</td>
<td>$560,000</td>
<td>$309,848</td>
<td>55.33%</td>
<td>$355,421</td>
<td>63.47%</td>
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<tr>
<td>Building and Zoning</td>
<td>$35,000</td>
<td>$25,142</td>
<td>71.83%</td>
<td>$23,623</td>
<td>78.74%</td>
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<td>Interest Income</td>
<td>$50,000</td>
<td>$17,670</td>
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<td>$35,159</td>
<td>43.95%</td>
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<td>Health Insurance - Empl. Ded.</td>
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<td>$620,586</td>
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<td>$550,117</td>
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<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,404,340</td>
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<td>$1,369,096</td>
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<td>Correction Dept. Board &amp; Care</td>
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<td>$586,383</td>
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<td>$564,060</td>
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<td>Sheriff Fees</td>
<td>$450,000</td>
<td>$439,158</td>
<td>97.59%</td>
<td>$192,013</td>
<td>29.54%</td>
</tr>
</tbody>
</table>

**TOTALS**

$10,501,698 | $6,672,406 | 63.54% | $6,429,757 | 64.52%

**Public Safety Sales Tax**

$4,000,000 | $2,493,951 | 62.35% | $2,455,621 | 61.39%

**Transportation Sales Tax**

$4,000,000 | $2,493,951 | 62.35% | $2,455,621 | 61.39%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 7 months the revenue and expense should at 58.31%*

### EXPENDITURES

**All General Fund Offices/Categories**

$25,591,012 | $14,002,496 | 54.72% | $13,273,592 | 55.48%
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<th>2007</th>
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<th>2009</th>
<th>2010</th>
<th>2011</th>
<th>2012</th>
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<td>25</td>
<td>31</td>
<td>19</td>
<td>21</td>
</tr>
<tr>
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<td>CG</td>
<td>4</td>
<td>2</td>
<td>6</td>
<td>7</td>
<td>3</td>
</tr>
<tr>
<td>Criminal Felony</td>
<td>CF</td>
<td>411</td>
<td>501</td>
<td>515</td>
<td>405</td>
<td>429</td>
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<td>CH</td>
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<td>1253</td>
<td>1520</td>
<td>1858</td>
<td>1393</td>
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<td>1827</td>
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<td>67</td>
<td>59</td>
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<td>467</td>
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<td>0</td>
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<td>184</td>
<td>142</td>
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<td>156</td>
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<td>Juvenile</td>
<td>J</td>
<td>5</td>
<td>3</td>
<td>4</td>
<td>4</td>
<td>3</td>
</tr>
<tr>
<td>Juvenile Neglect or Abuse</td>
<td>JA</td>
<td>11</td>
<td>21</td>
<td>21</td>
<td>32</td>
<td>19</td>
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<td>289</td>
<td>316</td>
<td>260</td>
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<td>138</td>
<td>141</td>
<td>106</td>
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<td>153</td>
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**2012 AS OF 6.22.2012**
Total: 26196  25641  27824  25434  19942  9550
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<tr>
<td>Chancery</td>
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<td>7%</td>
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<tr>
<td>Foreclosures</td>
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<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Criminal Misdemeanor</td>
<td>CM</td>
<td></td>
<td></td>
<td></td>
<td>6%</td>
</tr>
<tr>
<td>Conservation Violation</td>
<td>CV</td>
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<td>67%</td>
</tr>
<tr>
<td>Divorce</td>
<td>D</td>
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<td>-1%</td>
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<tr>
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<tr>
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<td>-47%</td>
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<tr>
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<td>J</td>
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<td></td>
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<td>-200%</td>
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<tr>
<td>Juvenile Neglect or Abuse</td>
<td>JA</td>
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<td>0%</td>
</tr>
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<td>Juvenile Delinquent</td>
<td>JD</td>
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<td>3%</td>
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<tr>
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</tr>
<tr>
<td>Miscellaneous Remedy</td>
<td>MR</td>
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<td></td>
<td></td>
<td>32%</td>
</tr>
<tr>
<td>Order of Protection</td>
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<td>9%</td>
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<td>-18%</td>
</tr>
<tr>
<td>Traffic</td>
<td>TR</td>
<td></td>
<td></td>
<td></td>
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</tr>
<tr>
<td>Tax</td>
<td>TX</td>
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<td>-4%</td>
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</table>

**AS OF 6.22.2011/2012**

Total 10093 9549 -6%
**KENDALL COUNTY CORONER**

**June FY 2012 Monthly Report**

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
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</thead>
<tbody>
<tr>
<td>Saturday, June 02, 2012</td>
<td>1206142 *</td>
<td>1:05 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, June 02, 2012</td>
<td>1206143 *</td>
<td>12:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, June 02, 2012</td>
<td>1206144 *</td>
<td>5:05 PM</td>
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<td>N</td>
<td>Residence</td>
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<td>Sunday, June 03, 2012</td>
<td>1206145 *</td>
<td>10:50 AM</td>
<td>Pending</td>
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<td>Y</td>
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<td>Residence</td>
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<td>Monday, June 04, 2012</td>
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<td>Y</td>
<td>Roadway</td>
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<td>Monday, June 04, 2012</td>
<td>1206148</td>
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<td>Accident</td>
<td>N</td>
<td>N</td>
<td>Roadway</td>
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<td>Friday, June 08, 2012</td>
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<td>N</td>
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<td>Natural</td>
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<td>N</td>
<td>Residence</td>
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<td>N</td>
<td>Residence</td>
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<td>Residence</td>
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<tr>
<td>Wednesday, June 13, 2012</td>
<td>1206153</td>
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</tr>
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<td>Thursday, June 14, 2012</td>
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<td>Saturday, June 30, 2012</td>
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<td>6:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 50% 10:20

**Autopsies**

There were one (1) Autopsy performed during the month of June.

**Inquests**

There were two (2) Coroner's Inquests held at the Kendall County Courthouse in June.

**Statistics:**

<table>
<thead>
<tr>
<th>2012 Statistics</th>
<th>Stats for Same Period in 2011</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2012 Total Deaths.....</td>
<td>161</td>
<td>155</td>
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<tr>
<td>Autopsies to Date......</td>
<td>12</td>
<td>11</td>
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<tr>
<td>Toxicology Samples.</td>
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<td>14</td>
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<tr>
<td>Cremation Permits....</td>
<td>72</td>
<td>66</td>
</tr>
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**Coroner's Office Personnel Update:**

Coroner Toftoy attended the International Association of Coroner's & Medical Examiner's Annual Conference.
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 July 9, 2012

CALL TO ORDER
The meeting was called to order by Chairman Nancy Martin at 6:30 p.m.

ROLL CALL
Present: Chairman Nancy Martin, John Shaw, Jeff Wehrli and Anne Vickery
Absent: Elizabeth Flowers
Also present: Senior Planner Angela Zubko

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written. John Shaw seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from June 11, 2012. Anne Vickery seconded the motion. All agreed and the minutes were approved.

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

CITIZENS TO BE HEARD
Souk Hemintharong- Guest house with split zoning- Mr. Hemintharong would like to put an 800 square foot guest house on his property but he has split zoning, 3 acres is zoned R-1 and the other 13 acres is zoned A-1. Chairman Martin stated they have a couple of options, to rezone the R-1 property back to A-1 or try to obtain an A-1 building permit with getting a LESA score from the Soil and Water Conservation District. Planner Zubko stated the most beneficial would probably be to rezone the property back to A-1. Jeff Wehrli made a motion to skip the PBZ Committee for the rezoning of this property so that this can go to the September 4th County Board Committee meeting. John Shaw seconded the motion and all were in favor.

PETITIONS- None

CITIZENS TO BE HEARD- No other citizens to be heard.

OLD BUSINESS
1790 Creek Road- Planner Zubko stated there is a memo in the packet from Mr. Holdiman regarding this property and he was asked from Senior Services of the Health Department to go with them to this property. The owner is a hoarder and the living conditions are inadequate. State Statute gives the County Board the authority to demolish, repair, enclose or require the same of dangerous and unsafe buildings. Mr. Holdiman was wondering if that is the way the Board would like him to treat this case or if that is something the Board is interested in, it would cost the county money. The PBZ Committee had discussion on other houses that are in bad condition as well but nothing was done as the Health Department stated they are adults, where is the
line? The PBZ would like Mr. Holdiman to give them a 15 day notice to clean up the property or appropriate action will be taken. Jeff Wehrli made that motion seconded the John Shaw. They were all in favor of giving the 15 day notice and if the 15 day notice is not adhered to then the PBZ and County Board will need to decide what to do at that point.

Hideaway Lakes Special Events- Planner Zubko stated once again Hideaway Lakes is hosting a large event on the premises and has included a flyer for the Committee. Planner Zubko would like to know if they are of the opinion Mr. Tanner needs to amend his special use to allow such events on the campground or continue allow large, possibly dangerous events at the campsite. There was much discussion on previous issues in the County. Planner Zubko stated Mr. Tanner has cleaned up the campground a lot in the last 3 years. PBZ did have a meeting with the Fire Department, Health Department, Sheriff’s office and the State Health Department and Mr. Tanner about our concerns and what needs to be done and then event people need to write an exit plan in case of an emergency. There was discussion about liability issues and bands till midnight. Ms. Vickery made a motion for Planner Zubko to tell Mr. Tanner or lessee that if he has this event the County Board will revoke his special use permit, Nancy Martin seconded the motion. This will also be brought up before COW on Thursday to get the full County Board’s consensus to this action.

NEW BUSINESS-
Swap meet/ continuous garage sale discussion- Planner Zubko stated that another continuous garage sale has popped up in the County and would like to know how the Board would like to handle them and when are they considered a business? Mr. Wehrli suggested writing a text amendment to limiting it to so many days in a row and so many times a year. Nancy Martin made a motion to forward the proposed text to the Ad-hoc Committee, Jeff Wehrli seconded the motion.

Recording documents from the PBZ Office in the Recorder’s Office- Planner Zubko would like to get the opinion of the PBZ Committee if they are of the opinion that variances and all ordinances that are voted on at the County Board meeting should be formally recorded in the Recorder’s office. And if so, who should pay the recording fee and also how do you feel we should go about recording the previous ordinances that are held in the recorder’s office? Ms. Vickery asked how many from the past we would have to record and look into adding the extra fees onto the cost. Ms. Martin stated the consensus is we want to charge from this day forward to record variances and special uses. The group would like to start recording these on the deed and charge the petitioner for the recording. Planner Zubko will take a look at the costs and add it into the cost of the petition and also bring back next meeting how many past ordinances there are so we can budget for it.

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

ADJOURNMENT- Next meeting will be on August 13, 2012
Jeff Wehrli made a motion to adjourn the meeting. Anne Vickery seconded the motion. All agreed. Chairman Martin adjourned the meeting at 7:12 p.m.

Respectfully Submitted,
Angela L. Zubko
Senior Planner

PBZ Meeting Minutes
KENDALL COUNTY
ADMINISTRATION/HUMAN RESOURCES COMMITTEE
Meeting Minutes
July 5, 2012
4:00P.M.
County Board Room 209

I. CALL TO ORDER

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

II. ROLL CALL

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

Also present were: Stan Laken and Jeff Wilkins

III. CBIZ Benefits Update - none

IV. OTHER BUSINESS

Liability Insurance Update – Rich Ryan updated the committee on premium and claim costs reported from 2007 to 2012, and total payments and reserves by Expense Category for policy years December 2007 through November 2012. Ryan said a quarterly review of all claims has now been implemented and is helping to process claims more efficiently and in a more timely manner.

Website Design and Transparency – Stan Laken described the rating company Sunshine Review report and its rating of the County government websites, including Kendall County, in a recent Beacon News article. Laken said the ten transparency criteria they used to conduct their report included budgets, open meeting information, all meeting minutes and agendas, elected officials contact information and voting records, one source for all administrative officials contact information and emails, building and zoning records, all audit information, all contract information, all lobbying conducted by the County, all FOIA information and public requests, and a central location for all tax information.

Wehrli suggested focusing on what is required by law to be posted, and then to work on the other information as possible in a timely manner. Vickery suggested the issue be discussed at the next Admin GIS/Technology/Revenue meeting on July 10, 2012.

Public Email Outreach - Laken said Technology has had multiple requests from various County offices to provide a product to allow public email to those that subscribe to it. Laken said Technology will begin to research options available that would benefit all County offices. Laken said the service would have to be outsourced, and the costs are typically $70-100 per month to provide the service. Martin said that KenCom is already utilizing a program to provide that type of service to the County.
**KAT Agreements** – Wilkins distributed the VAC second agreement modification which focuses on modifications to the insurance, park and ride, fuel and reimbursements. Martin made a motion to recommend the item to the County Board. Second by Wehrli.

**Human Resources Position** - Wilkins distributed the recruitment ad and the position functional review. The committee would also like the recruitment ad to be placed in the KC Record newspaper for one week as well.

Wilkins asked the committee for their input or suggestions of any other qualities or functions that they would like included. Wilkins said some department heads would like to be able to utilize the HR person for assistance in employee evaluations, recruitment, training, etc.

**Employee Picnic** – Picnic has been scheduled for Friday, July 27th, at the Harris Forest Preserve. The picnic will once again be catered by The Upper Crust. Lunch will be served by the Board Members from 11:30-am – 1:30pm.

**Weight Watchers** – Two informational meetings have been scheduled for July 10, 2012, one in the County Office Building at 11:30 am and the other at 4:45 pm at the Health Department. Once fifteen employees have registered and paid online, the weekly meetings will begin on Wednesdays at 4:45 pm at the County Health Department.

V. MONTHLY REPORT – County Administrator

Jeff Wilkins reviewed the monthly Human Resources reports. Wilkins asked the committee to review the reports and provide input on any items they would like to view or track in future reports.

VI. PUBLIC COMMENT

VII. ACTION ITEMS FOR COUNTY BOARD MEETING

- KAT Agreements

VIII. EXECUTIVE SESSION – None

IX. ADJOURNMENT

Martin moved to adjourn the meeting at 5:06P.M. Koukol seconded the motion. The motion was unanimously approved by a voice vote. The next regularly scheduled meeting is on August 2, 2012.

Respectfully Submitted,
Valarie McClain
Administrative Assistant
Meeting was called to order at 9:00AM. by chair, Jessie Hafenrichter

Committee Members Present: Jessie Hafenrichter, Dan Koukol, Nancy Martin, Anne Vickery (9:09 am)

Approval of Minutes: Minutes from June 7, 2012 were reviewed. Motion made by Nancy Martin, second by Dan Koukol for approval. Minutes approved.

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

Treasurer Report: Jill Ferko emailed her monthly report. Second distribution mailed, about 50% received so far. Ferko reported she has received official notification regarding the changes inheritance tax revenue that will now go directly to the State Treasurer's office. This County received revenue of over $100,000. from inheritance taxes this year.

Clerk's Report: Debbie Gillette had nothing to report.

Assessor's Office: Andy Nicoletti reported the Assessment Office has received the information from DEVNET needed to go forward with the Board of Review website displaying sales and property characteristics on the map. This will provide better information for the Board of Review.

Technology: Stan Laken reported on the new scanner purchased for the Assessment office. It is not compatible with Windows 7, therefore, they need to purchase a new scanner that will work with the Assessment office computers. We are unable to return the original scanner to CDW-G. The new scanner will cost $1500. Martin recommended discussing the item at the Finance Committee meeting on July 12, 2012.

Website Design and Transparency: Laken described the rating company Sunshine Review report and its rating of the County government websites, including Kendall County, in a recent Beacon News article. Laken said the ten transparency criteria they used to conduct their report included budgets, open meeting information, all meeting minutes and agendas, elected officials contact information and voting records, one source for all administrative officials contact information and emails, building and zoning records, all audit information, all contract information, all lobbying conducted by the County, all FOIA information and public requests, and a central location for all tax information. Wilkins clarified that the Illinois Policy Institute would like all of the
information to be available on one page. Laken said Technology is working to allow each County office to have the ability to post the required information on the county website by the first of the year. Laken said the next step would be to form a work group to discuss what's already available on the website, what needs to be included, and how to be fully compliant. The work group will consist of Laken, Ferko, Gillette and Caldwell.

**Public Email Outreach:** Laken said Technology has had multiple requests from various County offices to provide a product to allow public email to those that subscribe to it. Laken said Technology will begin to research options available that would benefit all County offices. Laken said the service would have to be outsourced, and the costs are typically $70-100 per month to provide the service. Martin said that KenCom is already utilizing a program to provide that type of service to the County.

**GIS:** Don Clayton briefed the committee on the DEVNET report finally completed, he will add to the Board of Review website. Drainage district maps should be completed soon. Clayton is conducting some training with Environmental Health on how to use ArcView so they can create their own maps.

Clayton reported the SANS system is now in place, and he is in the process of transferring data.

Clayton said that GIS has received a request from E-property Data to purchase all of the parcels in the County for $53,000. He is in communication with them, and has sent a Memorandum of Agreement. He will keep the group updated on the negotiations.

The committee meeting adjourned at 10:00A.M.

The next meeting is scheduled in the Board of Review room on August 14, 2012 at 9:00a.m.

Respectfully submitted,

**Valarie McClain**
Administrative Assistant
SECOND AGREEMENT TO MODIFY CONTRACT

This Second Agreement to Modify the Contract (hereinafter referred to as “the Second Agreement”) dated this ____ day of July, 2012 between Kendall County, Illinois, a unit of local government, (hereinafter referred to as the “County”) and Voluntary Action Center, a not-for-profit corporation organized under the laws of the State of Illinois (hereinafter referred to as the “Contractor”).

WITNESSETH

For and in consideration of One Dollar and Zero Cents ($1.00) due upon completion of the parties’ execution of the Second Agreement, the County and the Contractor hereby agree that the contract executed on January 5, 2010 (hereinafter the “Original Agreement”) and amended on 16th day of August, 2011 (hereinafter the “First Amendment”) between them is further modified as follows:

I. Section B of the Original Agreement is hereby stricken and replaced with the following language:

“Section B. Operations

1. During the term of the agreement, the Contractor’s goal is to provide approximately 75,000 passenger trips of demand-response route and feeder route transit service to the service area including destinations outside Kendall County within sponsor municipalities, and connections to other transit service providers. The Contractor will collect ridership data and promptly provide such data to the County. Subject to the County’s approval, Contractor shall develop deviated fixed routes as service demand grows and data justifies deviated fixed routes. Any data collected by Contractor as part of this Agreement shall, at all times, be the sole property of the County.

2. The Contractor shall provide demand-response route transit services as set forth in this Agreement from 7 AM to 6 PM, Monday through Friday. Both parties agree that the hours and days of operation may vary and/or change by mutual written agreement of both parties as local, state, and federal funding allows.

3. The Contractor shall operate a scheduled feeder route between the Oswego Park and Ride Parking Lot located at 1000 Station Drive in Oswego, Illinois and the Aurora BNSF/METRA Train Station located at 233 N. Broadway, Aurora, Illinois. This feeder route shall be referred to herein as “the Park and Ride”. The parties agree that the Park and Ride shall operate on the route schedule attached hereto as Exhibit A or on a schedule substantially similar to that set forth in Exhibit A. The County reserves the right to unilaterally adjust the Park and Ride Route transportation route and/or schedule during the term of this Agreement if the County, in its sole opinion, determines that such a change is reasonably necessary to more efficiently meet current and/or future METRA commuter routes. If METRA is delayed and cannot connect to the last scheduled KAT pick up at Aurora Transportation Center,
Contractor agrees to provide transportation to any Park and Ride Route passenger who calls 1(877) I GO 4 KAT (1-877-446-4528) prior to the last departure time from Aurora Transportation Center.

4. The Contractor agrees to furnish full and complete management, marketing, supervisory and operational services that are reasonably required for the public transit services contemplated by this Agreement and the Intergovernmental Agreement Between Kendall County, Illinois and the Village of Oswego executed on ________________, 2012, attached hereto as Exhibit B, and as amended in the future.

5. The Contractor agrees to market, sell and collect funds for all demand response route passenger fares and passes necessary for the transportation services set forth above in this Section B. In addition, the Contractor shall collect one way fares from Park and Ride Route passengers entering the vehicle without a pre-sold pass sold by the Village of Oswego. The County shall set the cost of the one way fares sold by the Contractor to Park and Ride route passengers. The Contractor shall record the amount of one way fares sold to Park and Ride route passengers and accurately and timely report the fares collected on cost reimbursement requisitions to the State of Illinois Department of Transportation. The cost reimbursement requisitions and fare records shall be available for the County’s inspection at all times and shall remain the property of the County.

6. The Contractor shall furnish a resident manager with experience in the operation of a community/public transportation system and familiar with the KAT service area and other transit service providers.

7. Vehicles for operation of the community/public transportation shall be provided by the County to the Contractor under the terms of the Amended Vehicle Lease Agreement attached hereto as Exhibit C.

II. The Following Paragraph Shall Be Added To The End Of Section C Of The Original Agreement:

5. Contractor shall be responsible for performance of all day-to-day operations of the transportation services to be provided under this Agreement.

III. Section D paragraph 3 of the Original Agreement is hereby stricken and replaced with the following language:

3. The County will insure the county-owned vehicles leased to the Contractor, which are identified in the attached Exhibit “D”. However, the Contractor shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of $300,000 per person and $1,000,000 per occurrence for bodily injury and
$100,000 per occurrence for property damage, and medical payments coverage at least $5,000 per person. The Contractor’s auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Contractor or Contractor’s employees. The Contractor’s coverage shall name Kendall County as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer’s endorsement shall be furnished to the County upon execution of this Second Agreement to Modify. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Contractor shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.”

IV. Section E of the Original Agreement is hereby stricken and replaced with the following language:

“Section E. Compensation

1. The County will provide $45,000 annually to Contractor in bi-annual payments: $22,500 by January 31st and $22,500 by July 31st of each calendar year. In addition to the $45,000 annual contribution from the County, the County will promptly forward to Contractor all bi-annual payments received by the County from any sponsor municipalities. In the event that a sponsor municipality fails to submit its bi-annual payments to the County, the County shall not be responsible for payment to Contractor of any such delinquent amount that has not been received by the sponsor municipalities.

Pursuant to the terms as set forth below, the County will promptly forward to Contractor a portion of the annual payments received from the Village of Oswego as required local match for the demand response routes and required local match for the Park and Ride services. More specifically, the County will annually retain $43,200 from each service year payment received from the Village of Oswego to be used toward leasing and insuring vehicles for Park and Ride services. Any remaining amount received by the County from the Village of Oswego for the demand response routes and Park and Ride Services may be forwarded by the County to Contractor. At the time of execution of this Agreement, the parties anticipate the service year payments from the Village of Oswego to County to be $126,281.00 for service year from July 1, 2012 to June 30, 2013; $128,775.00 for service year July 1, 2013 to June 30, 2014; and $131,340 for service year July 1, 2014 to June 30, 2015. If the County were to receive the full amount of the anticipated service year payments from the Village of Oswego, the net payments from the County to the Contractor, after the County retains $43,200 annually would be $83,081 for service year July 1, 2012 to June 30, 2013; $85,575 for service year July 1, 2013 to June 30, 2014; and $88,140 for service year July 1, 2014 to June 30, 2015. However, the parties expressly understand and agree that these are simply estimates and the actual amounts received by the County and/or forwarded by the County to the Contractor may change without prior notice to
Contractor during the term of this Agreement. Also, the parties understand that demand-response route transit services and the Park and Ride Services to be provided to the Village of Oswego shall not commence until a date certain after this Agreement is executed by all parties and after the County and the Village of Oswego execute an Intergovernmental Agreement for said transit services. Because Contractor will not be providing transit services to the Village of Oswego for the entire service year of July 1, 2012 to June 30, 2013, the parties hereby agree that the annual payment to be provided to Contractor for this service year shall be prorated by month commencing when Contractor begins providing Park and Ride and demand-response route transit services to the Village of Oswego.

2. The Intergovernmental Agreement between the County of Kendall and the Village of Oswego allows the County to be reimbursed for the actual fuel costs incurred to perform the services for the Park and Ride Route that are not reimbursed by the State of Illinois through transportation operating assistance grants. The Contractor provided the County estimates of the unreimbursed fuel cost for the Park and Ride Route to be $11,735 for service year July 1, 2012 to June 30, 2013; $12,080 for service year July 1, 2013 to June 30, 2014; $12,440 for service year July 1, 2014 to June 30, 2015. If the actual annual unreimbursed fuel cost exceeds these estimates, the Contractor will provide the County with documentation and invoice no later than 30 calendar days from receiving the final quarterly reimbursement by the State of Illinois for the prior service year. The County will invoice the Village for the unreimbursed fuel cost that exceeds these estimates. It is anticipated the Village will reimburse the County for the unreimbursed fuel cost within 45 calendar days of receipt of the invoice from the County. The County will promptly forward the reimbursement to the Contractor upon receipt of such reimbursement amount from the Village of Oswego. Contractor understands and agrees that the County is only responsible for forwarding any payments received from the Village of Oswego for unreimbursed fuel costs and that the County shall not be liable for such costs if the Village of Oswego does not submit payment to the County for the unreimbursed fuel costs. If the Contractor’s unreimbursed fuel cost is less than the estimates above, the Contractor agrees to reimburse the difference to the County within 30 calendar days of receiving the final quarterly reimbursement by the State of Illinois for the prior service year to allow the County to reimburse the Village of Oswego.

3. The County agrees to reimburse the Contractor for reasonable and necessary incurred operating expenses in an amount up to the amounts received by the County from all grant agreements and service contracts within the described transportation service area, subject to the eligibility of the incurred expenses and less any County costs that are reimbursed to the County through grant agreements or service contracts. Upon receipt of funds from grant agreements and service contracts by the County, the County will send reimbursement to Contractor for Contractor’s reasonable and necessary incurred operating expenses within 45 calendar days after the County’s receipt of the funds. Prior to reimbursement, the
Contractor shall provide the County with invoices, receipts and any other information required by the County to verify the incurred operating expenses and whether such expenses were reasonable and necessary. At the County’s discretion, reimbursement from grants and service contracts for County costs may be provided to Contractor in efforts to improve the transportation services set forth in this Agreement.

4. To the extent permitted by applicable local ordinances, state and/or federal law, the County, in its sole discretion, may also provide in-kind contributions for services and facilities to be used by the County and Contractor to perform the services set forth in this Agreement. Such services and facilities may include, but are not limited to, office space, office equipment, utilities, phone, security, and custodial services. At the County’s discretion, reimbursement from grants and service contracts for the in-kind contributions and facilities may be provided to Contractor in efforts to improve the transportation services set forth in this Agreement.

V. Section I, paragraph 5 is hereby stricken and replaced with the following language:

5. This Agreement, the First Agreement to Modify, the Second Agreement to Modify, and the Amended Vehicle Lease Agreement attached as Exhibit C to the Second Agreement to Modify Contract (collectively referred to herein as “the Agreements”) represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The Agreements supersede any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties. The Agreements may not be modified or amended unless the amendment is made in writing and signed by both parties.

VI. All Other Terms and Conditions Contained in the Original Agreement Between the County and Contractor and in the First Amendment Remain in Full Force and Effect.
In WITNESS THEREOF, the Contractor has approved this Second Agreement to Modify the Original Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said County has approved the Second Agreement to Modify the Original Agreement and authorized it to be signed by the County Board Chair and to be sealed and attested to by its County Clerk this ___ day of ______________, 2012.

VOLUNTARY ACTION CENTER

By: ______________________
    Tom Zucker, Executive Director

KENDALL COUNTY, Illinois

By: ______________________
    John Purcell, County Board Chairman

ATTEST:

By: ______________________
    Debbie Gillette, Kendall County Clerk and Recorder
EXHIBIT A

PARK AND RIDE ROUTE SCHEDULE

Route times are approximate and subject to change. The routes are operated Monday through Friday. Routes will not be operated on the following days: New Years Day, Memorial Day, July 4th, Labor Day, Thanksgiving Day and Day after Thanksgiving, Christmas Eve and Christmas Day. In January of each year, the holiday schedule will be posted in services vehicles and the Kendall Area Transit webpage at www.co.kendall.il.us/KAT.

| Morning Routes (Monday through Friday) |  |
|-----------------------------------------|  |
| **KAT Pick Up Oswego PR Lot** | **KAT Drop Off Aurora TC** | **METRA Departs Aurora TC** | **METRA Arrives Chicago** |
| 5:35am | 5:57am | 6:02am | 6:53am |
| 6:05am | 6:22am | 6:27am | 7:18am |
| 6:31am | 6:53am | 7:07am | 8:02am |
| 7:15am | 7:37am | 7:42am | 8:34am |
| 7:44am | 8:01am | 8:06am | 8:58am |

| Afternoon Routes (Monday through Friday) |  |
|------------------------------------------|  |
| **METRA Departs Chicago** | **METRA Arrives Aurora TC** | **KAT Pick Up Aurora TC** | **KAT Drop Off Oswego PR Lot** |
| 3:56pm | 4:57pm | 4:59pm | 5:21pm |
| 4:44pm | 5:43pm | 5:46pm | 6:11pm |
| 5:04pm | 5:57pm | 6:00pm | 6:25pm |
| 5:26pm | 6:20pm | 6:29pm | 6:55pm |
| 5:49pm | 6:40pm | 6:43pm | 7:06pm |
EXHIBIT B

INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND VILLAGE OF OSWEGO
EXHIBIT C

AMENDED VEHICLE LEASE AGREEMENT

This agreement made and entered into between Kendall County, Illinois, a unit of local government (hereafter the “County”) and the Voluntary Action Center, an Illinois Not-For-Profit Corporation (hereafter “VAC”); WITNESSETH:

WHEREAS, the County will acquire certain vehicles, including the vehicle(s) described in Exhibit “D”; and,

WHEREAS, the County desires to lease such vehicles identified in Exhibit “D” to VAC for its use in providing community transportation services pursuant to the terms of the Transportation Services Agreement executed by the County and VAC on January 5, 2010, the First Agreement to Modify executed by the parties on August 16, 2011 and the Second Agreement to Modify executed by the parties on __________, 2012;

THEREFORE, based upon the mutual promises and covenants set forth below, the parties do hereby agree as follows:

1. The County shall lease to VAC, for its sole use, the vehicles described in Exhibit “D” attached hereto and made a part hereof this agreement.

2. The County will insure the county-owned vehicles leased to the Contractor, which are identified in the attached Exhibit “D”. However, the Contractor shall secure, pay for, and maintain throughout the period during which bus service is provided hereunder, auto liability and general liability insurance with minimum limits of coverage of $300,000 per person and $1,000,000 per occurrence for bodily injury and $100,000 per occurrence for property damage, and medical payments coverage at least $5,000 per person. The Contractor’s auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proven errors or negligence by Contractor or Contractor’s employees. The Contractor’s coverage shall name Kendall County as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer’s endorsement shall be furnished to the County upon execution of this Agreement to Modify. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) calendar days in advance of such modification or cancellation. The Contractor shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

3. VAC may acquire and maintain additional insurance coverage for the vehicles identified in Exhibit “D” at VAC’s own expense, which exceeds the minimum insurance requirements set forth in Paragraph 2 above. Any such policies shall have the County added as a named additional insured and shall require a thirty (30) calendar day advance written notice to the County in the event of the cancellation or non-renewal of any such policy or policies. Upon execution of this Amended Vehicle Lease Agreement, VAC shall provide a copy of the current insurance policy to the County.
4. VAC agrees to indemnify, defend with counsel of the County’s own choosing, and save harmless the County, its past, present and future board members, elected officials, employees, insurers, and agents from and against any and all claims either at law or equity arising out of and resulting from VAC’s operation, use and storage of the vehicle(s) described in Exhibit “D”, including the payment of any judgment, fines, penalties, damages, court costs or reasonable attorney’s fees.

5. VAC agrees to keep the vehicle(s) described in Exhibit “D” in good operating condition and working order as required in the maintenance program described in each vehicle’s Owner’s Manual and shall properly maintain and repair the vehicle(s) described in Exhibit “D” to manufacturer’s specifications. VAC further agrees to maintain all vehicle maintenance and repair records and make said records available to the County upon the County’s request.

6. The County agrees to lease the vehicle(s) described in Exhibit “D” to Contractor for the annual fee of One Dollar ($1.00) per vehicle.

7. VAC agrees to notify the County at such time as it desires to permanently remove any vehicle described in Exhibit “D” from service due to age or mechanical condition.

8. This Amended Vehicle Lease Agreement shall remain in effect from date of the parties’ execution of this Amended Vehicle Lease Agreement through January 5, 2013. This Amended Vehicle Lease Agreement may be terminated before the lease period expires if one of the following occurs: (a) the County provides thirty (30) calendar days advance written notice to VAC of its intent to terminate this Amended Vehicle Lease Agreement; (b) VAC provides one hundred eighty (180) calendar days advance written notice to the County of its intent to terminate this Amended Vehicle Lease Agreement; or (c) as mutually agreed upon in writing by both parties. Also, this Vehicle Lease Agreement shall terminate immediately upon written notice if the County no longer receives funding through the Downstate Operating Assistance Program (DOAP). Upon termination of the Amended Vehicle Lease Agreement, VAC shall return all vehicles described in Exhibit “D” to the County in the same condition as the vehicles were received. Also, VAC shall remain liable and responsible for any pending claims, maintenance, repairs, taxes, licenses, and any other expenses associated with VAC’s use of the vehicles.

9. VAC agrees and warrants that the vehicles described in Exhibit “D” have been delivered to VAC in good operating condition and are free of defects and are suitable for the intended use of VAC. VAC warrants that it and all persons who will operate the vehicles described in Exhibit “D” shall hold valid driver’s licenses issued by the State of Illinois and that neither VAC nor such other operators have been convicted of such traffic violations or have such a traffic accident record as would be cause for cancellation of the insurance required for the vehicles described in Exhibit “D”.

10. During the term of this Amended Vehicle Lease Agreement, the vehicles described in Exhibit “D” shall be principally kept or garaged when not in use at the County’s garage in Kendall County, Illinois, at 100 Parkers Mill, Oswego, Illinois, or at such other address
in the State of Illinois as VAC shall give the County advance written notice of. Without the prior written consent of the County, the vehicles described in Exhibit "D" shall not be removed from Kendall County, Illinois except for trips of short duration and/or for trips within the sponsor municipalities as described in the Transportation Services Agreement.

11. This instrument is a lease and not an installment contract. The vehicles described in Exhibit "D" are the sole property of the County and VAC shall insure that the County is named as the owner on any certificate of title issued with respect to the vehicles. VAC shall have no right, title, or interest in or to the vehicles except for the right to operate and use the vehicles for the purposes stated herein and not as the agent of the County, so long as VAC is not in default under the terms of this Amended Vehicle Lease Agreement.

12. VAC agrees to use the vehicles described in Exhibit "D" only for lawful purposes. VAC agrees not to assign, transfer or sublet its rights or otherwise encumber its interest hereunder. In the event VAC fails to pay any assessment, tax, lien or fine levied against the vehicles, the County may, at its election, make such payment and VAC shall reimburse the County on demand. VAC shall indemnify, defend with counsel of the County's own choosing, and hold the County harmless from any and all fines, forfeiture, damages, or penalties resulting from violations of any law, ordinance, rule, or regulation.

13. VAC agrees to pay all costs, expenses, fees and charges incurred in connection with the licensing, registration, use and operation thereof of the vehicles during the term of this Amended Vehicle Lease Agreement, including without limitation, gasoline, oil, lubrication, repairs, maintenance, tires, storage, parking, tools, fines, towing, servicing costs, shipment, taxes, charges, use, ownership, transportation, delivery or operation of same. The County shall in no way be obligated to maintain, repair or service said vehicles during the term of the Amended Vehicle Lease Agreement.

14. If any provision of this Amended Vehicle Lease Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provisions of this Vehicle Lease Agreement are invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.

15. This Amended Vehicle Lease Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be in the Kendall County Circuit Court, State of Illinois and is subject to the covenant of good faith and fair dealing implied in all Illinois contracts.

16. This Amended Vehicle Lease Agreement and the Transportation Services Agreement executed by the County and VAC on January 5, 2010, and amended on August 16, 2011 and further amended on ______________, 2012 represent the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. The parties expressly agree hereto that this Amended Vehicle Lease Agreement replaces the Vehicle Lease Agreement executed by the parties on January 5, 2010. This Amended Vehicle Lease Agreement and the Transportation Services Agreement, as twice amended by the
parties, supersede any prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties.

17. In any action with respect to this Amended Vehicle Lease Agreement, the parties are free to pursue any legal remedies at law or in equity. The prevailing party in any action brought pursuant to this Amended Vehicle Lease Agreement shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Amended Vehicle Lease Agreement.

18. Any notices directed to Kendall County shall be sent to: Jeff Wilkins, Kendall County Administrator, Kendall County, 111 W. Fox St., Yorkville, Illinois 60560 with a copy to the Kendall County State's Attorney, 807 W. John St., Yorkville, Illinois 60560. Any notices directed to VAC shall be sent to: Tom Zucker, Executive Director, Voluntary Action Center, 1606 Bethany Road, Sycamore, Illinois 60178.

In WITNESS THEREOF, the VAC has approved this Amended Vehicle Lease Agreement and authorized it to be signed, sealed and attested by its Executive Director, and said County has approved the Amended Vehicle Lease Agreement and authorized to be signed by the County Board Chair and to be sealed and attested to by its County Clerk on this ___ day of __________, 2012.

VOLUNTARY ACTION CENTER

BY: ____________________________
    Tom Zucker, Executive Director

Kendall County, ILLINOIS

BY: ____________________________
    John Purcell, County Board Chair

ATTEST:

BY: ____________________________
    Debbie Gillette, County Clerk and Recorder
EXHIBIT D

AMENDED LIST OF VEHICLES

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Additional vehicles to be covered under the terms of this Agreement shall be identified and approved in writing by County and Contractor. Additional vehicles identified by the parties may be leased, purchased, gifted or granted to the County.
HIGHWAY COMMITTEE MINUTES

DATE: July 10, 2012
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Chairman Davidson, Petrella, Shaw & Wehrli
Absent Flowers
STAFF PRESENT: Klaas, Myers
ALSO PRESENT: John Purcell, Nancy Martin, Dan Koukol, Judy Gilmour, Jeff Wilkins, Kelly Farley of Crawford Murphy & Tilly, Inc., Mike Sullivan of KKCOM

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

A proposal from RS&H was presented to the Committee for preliminary engineering for an intersection improvement at the intersection of Little Rock Road, Creek Road and Abe Street. The engineering services will include traffic studies to determine the need for turning lanes and traffic signals. Traffic studies will not be done until school is back in session. The agreement has a not-to-exceed price of $79,861. There are 3 agencies involved at the intersection, although Kendall County would likely be the lead agency for jurisdiction if a traffic signal is constructed. Motion Shaw; second Petrella to forward the agreement with RS&H to the County Board for consideration.

County Engineer, Fran Klaas, asked the Committee for permission to hire a consultant to perform drainage studies and design work for improving Church Street in downtown Millington. The Highway Department has been having trouble coordinating the improvement with Illinois Railways, and could use some assistance in the design and permitting for just the 2 blocks downtown. The Committee discussed the damage done to the existing storm sewer by Ameren, the lack of cooperation from Illinois Railways, and the ultimate jurisdiction of the roadway. The Committee was generally in favor of hiring a consultant and directed the County Engineer to bring an agreement to a future Highway Committee Meeting.

Mr. Klaas updated the Committee on the progress of the Grove Road / Ill. Route 126 project. The County will be closing on another parcel this Friday, August 13th. The plans have been approved by IDOT. A letting for the project has been tentatively scheduled for August 10, 2012. It would then go the Highway Committee for review on August 14th and to the County Board on August 21st. It is hoped that actual construction of the project would begin in September, and most of the earthwork would be completed this calendar year.

Sherrill Road land acquisition is underway. A meeting will be scheduled with affected land owners in August or September to inform them of the project. Appraisals will be obtained for residential properties and comp. sales will be used for agricultural properties. Chairman Davidson asked the Committee if they wanted to meet again with Grundy County to discuss the disposition of Sherrill Road and Brisbin Road to make sure we are on the same page. The Committee agreed that a joint county meeting should be scheduled in August or September.
Petrella asked about the status of the River Road bridge project. Klaas indicated that ComEd is working to design a relocation of their facilities along the south side of River Road. They have a 34 KV line and 2, 12 KV lines on their poles. Those lines will likely be relocated temporarily to the north side of River Road; and upon completion of the bridge, would be put back on the existing poles on the south side of the Road. There is some disagreement on who should pay for the relocate, even though the County Engineer believes it is clear that Illinois Statutes require relocation at the expense of the Public Utility. If Yorkville winds up being responsible for the relocation costs, those costs would be eligible for 80% reimbursement through the Major Bridge Program. Purcell asked about the timing of the relocation and whether this project could now be completed this year. Klaas said it will be at least 30 days before the lines are relocated, possibly delaying completion of the project until next year. Wilkins asked if ComEd would be willing to pick up the 20% share of the cost, if 80% was paid by the City. It is unknown at this point.

Assistant States Attorney, David Berault, has prepared a resolution to adopt the Transportation Alternatives Program (TAP). Chairman Davidson asked if there were any other comments on the Program before it went to the County Board for a vote. Wehrle had some concerns about how funds would be allocated and tracked as they are used by different agencies; and if they aren’t used, how they would go back into the fund and be obligated again. The County Engineer indicated that he could try to clean up that language and submit the new version to board members for review at the C.O.W. meeting.

The County Engineer described a remnant piece of property that needs to be deeded back to the adjoining property owner along the west side of Eldamain Road near the old Smith parcel. The County’s negotiator has worked out a deal with Wes Morris to deed back the remnant as part of the negotiated settlement of acquisition of other property owned by Morris. No money would change hands for quit claim deed, although the County is paying $65,000 for the acquisition of the rest of the Morris property. The remnant parcel will be turned back to an agricultural use after LRFFPD burns down the old house on the property. The Committee agreed to put this on the agenda of the County Board meeting; but it would not be an action item coming out of the Highway Committee meeting, because it did not make the agenda.

Soil borings have been completed on Eldamain Road on the parcels owned by Don Hamman. These borings were taken to determine whether there were aggregates buried underground in the areas to be acquired by the County as part of the proposed Eldamain Road improvements north of Menards. There is some very fine sand located on the Fox Farm; but it is only up to 18’ of overburden. The sand is not of high quality and could not be used for concrete or hot mix asphalts. There is also sand located on the Bronski Farm. It is a little more course, but is also only “C” quality. This information will be shared with the property owner.

Motion Shaw; second Petrella to approve the bills and forward them to the County Board.

The County Highway Budgets were presented to the Highway Committee. The total proposed real estate tax levy is exactly the same as last year, and is $10,000 less than 4 years ago. Chairman Davidson reminded the Committee that the real estate taxes were reduced in recent years, and he would like to see the real estate tax supported funds get some kind of additional funding; build them up a little bit. Klaas described how his operations were very dependent on
the weather. With the mild winter, the Highway Fund is in pretty good shape. FY13 expenses will simply eat into some of the fund balance left over from FY 12. No new employees are planned for FY 13. Only 1% raises are planned for non-union positions. $100,000 is planned for capital expenditures out of the Highway Fund. Bridge Funds will be used to improve the Fox River Drive Bridge over Hollenback Creek in Millbrook. The following year, Galena Road Bridge over Big Rock Creek will be improved. And Galena over Blackberry will be addressed after that. Township Bridge Funds will be used next year to replace a bridge on Fern Dell Road in Big Grove Township. The 5-year plan has not been finalized, but the County Engineer indicated that he would bring the draft to the August Highway Meeting. The Committee indicated that all the budgets should be forwarded to the Finance Committee.

Wilkins asked Mike Sullivan about matching grants for sidewalks in light of the new TAP program being discussed in Kendall County. Sullivan indicated that the new federal transportation bill has less funding in it for transportation alternatives, so getting matching grants will probably be tougher in future years.

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

Meeting adjourned at 5:15 P.M.

Respectfully submitted,

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

**ACTION ITEMS**

- Engineering Agreement with RS&H for Little Rock Road
RESOLUTION
TO ESTABLISH THE KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (KC-TAP)

RESOLUTION NO.________

WHEREAS, the Kendall County Board has determined it to be in Kendall County’s best interests to encourage those within Kendall County to use alternative modes of transportation, such as walking or riding bicycles;

WHEREAS, to promote this interest in alternative modes of transportation in the County of Kendall, the Kendall County Board desires to create a program to help fund construction of multi-use trails and sidewalks along State and County Highways within Kendall County, and;

WHEREAS, by constructing new, linear trails and sidewalks that connect businesses and residential developments, the Kendall County Board hopes to reduce the necessity for travel throughout Kendall County by use of automobiles alone, and to reduce our reliance on fossil fuels, as well as to promote the health and welfare of citizens of this County, and;

WHEREAS, on November 7, 2006, the voters of Kendall County approved an increase of 1/2¢ in the local sales tax for transportation purposes, which was officially implemented July 1, 2007, and;

WHEREAS, on February 6, 2007, Kendall County approved Ordinance No. 07-01 entitled “An Ordinance for Special County Occupation Taxes for Transportation” (hereinafter “Ordinance No. 07-01”), which imposed a transportation sales tax in accordance with the Illinois Counties Code (55 ILCS 5/5-1006.5), and;

WHEREAS, Ordinance No. 07-01 authorizes the expenditure of transportation sales tax funds for uses including, but not limited to, expenditures for public highways as authorized under the Illinois Highway Code (605 ILCS 5/1 et seq.), and;

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 et seq.) and the Bikeway Act (605 ILCS 30/1 et seq.) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois, and;

WHEREAS, pursuant to 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State of Illinois, its Municipalities and the Counties may form cooperative agreements with each other for the construction, maintenance and improvement of streets, highways and any portions thereof.

NOW, BE IT RESOLVED by the Kendall County Board, Kendall County, Illinois, as follows:

SECTION 1 – Title and Purpose:

A program entitled “THE KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM (KC-TAP)” is hereby created. The purpose of KC-TAP is to provide partial reimbursement in an amount of up to a maximum of fifty percent (50%) for actual costs incurred
by eligible municipalities, townships and other units of local government in Kendall County, Illinois, for their construction of multi-use trails or sidewalks within Kendall County, Illinois, as is further outlined herein.

SECTION 2 – KC-TAP Administrator:

The Administrator of the KC-TAP shall be the Kendall County Engineer. The Kendall County Board hereby authorizes the Kendall County Engineer to adopt policies and procedures necessary to effectuate the purpose of the KC-TAP, to maintain all records related to the KC-TAP and to oversee the daily operations of the KC-TAP. The KC-TAP Administrator shall periodically provide reports to the Highway Committee of the Kendall County Board and, if necessary, to the Kendall County Board.

SECTION 3 – Creation of Transportation Alternatives Program (TAP) Fund:

KC-TAP shall be funded through a Transportation Alternatives Program (TAP) Fund. The Kendall County Treasurer is hereby authorized to create a TAP Fund for purposes of funding qualified projects under the KC-TAP. The amount of money to be maintained in the TAP Fund shall be set at a future date by a majority vote of the Kendall County Board. However, it is the intent of the Kendall County Board that the TAP Fund shall be funded by a portion of the monies contained in the Kendall County Transportation Sales Tax Fund, which shall be transferred to the TAP Fund at a later date by a majority vote of the Kendall County Board. The amount of funds to be transferred from the Transportation Sales Tax Fund, if any, to the TAP Fund shall be established by a majority vote of the Kendall County Board on or before December 1st of each year. Monies in the TAP Fund shall only be used in a manner consistent with this resolution to provide an opportunity for qualified applicants to apply and receive up to a fifty percent (50%) match for any approved bicycle path, multi-use trail and sidewalk project along State or County Highways in Kendall County, Illinois.

All revenues and expenditures of the TAP Fund shall be regularly reviewed by the Highway Committee of the Kendall County Board. All monetary expenditures from the TAP Fund require approval by a majority vote of the Kendall County Board.

The TAP Fund and the KC-TAP may be dissolved by further resolution of the Kendall County Board at anytime.

SECTION 4 – Applicant Eligibility:

Only the following applicants may be eligible for assistance under the KC-TAP:

- The applicant is a unit of local government as defined by Article VII, Section 1 of the Illinois Constitution of 1970.
- The applicant is located within the boundaries of Kendall County, Illinois.
- The applicant has statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes within its boundaries.
- The applicant has thoroughly and accurately completed a KC-TAP application, which the applicant has timely submitted to the Kendall County Highway Department.
• The applicant has received no more than $50,000 in TAP funds each fiscal year. For purposes of this Resolution, “fiscal year” is defined as Kendall County’s fiscal year (December 1 to November 30).

SECTION 5 – Project Eligibility:

To be considered for funding under the KC-TAP, an applicant’s construction project must meet all of the following requirements:

• The project must construct a multi-use trail and/or sidewalk within the geographical boundaries of Kendall County and must be located along a State or County Highway. Maintenance projects such as sealing, patching or crack filling of existing sidewalks, bike paths and/or trails are not eligible for funding under KC-TAP.
• The project is part of the applicant’s long-range transportation plan, sidewalk plan, or multi-use trail plan.
• The project is consistent with Kendall County’s Regional Trail Plan.
• The applicant shall not submit more than one construction project for consideration each fiscal year.
• The KC-TAP portion of the funding for the project must be approved by a majority vote of the Kendall County Board.
• The project must commence within 24 calendar months after the Kendall County Board has approved the applicant’s request for funding under the KC-TAP.
• Projects in State Highway rights-of-way shall adhere to State and Federal requirements for multi-use paths and sidewalks, including, but not limited to, the latest edition of the Guide for the Development of Bicycle Facilities (AASHTO), the Standard Specifications for Road and Bridge Construction (IDOT), and IDOT’s Highway Standards.
• Projects in County rights-of-ways shall comply with all applicable County and/or Municipal specifications for multi-use path and sidewalk construction.
• The project shall comply with the Americans with Disabilities Act (ADA) and all other applicable state and federal laws and regulations and local ordinances.
• The project shall comply with all other published requirements as set forth by the Kendall County Engineer.

SECTION 6 – Application Process:

Applications for TAP funding shall include all of the following information:
• Name, address, and contact person for the applicant;
• Location map;
• Concept Plan Exhibit w/ Typical Section;
• Proof that the project is part of the local agency’s long range plan;
• Construction timeline;
• Detailed cost estimate with breakdown of funding sources.

Applications shall be submitted in writing to the Kendall County Engineer by December 31st of each calendar year. Only one application per applicant per year will be considered.
Initial project review will be performed by the Highway Committee of the Kendall County Board. The Highway Committee will then make recommendation(s) to the Kendall County Board to award TAP funds for certain projects.

The Kendall County Board will then review and consider the applications and will announce recipients of the Transportation Alternatives Program Funds by April 1st of each year.

The Kendall County Board will award funds, at its discretion, to projects that are the most consistent with the goal of reducing motor vehicle usage on the County Highway Network by promoting alternative modes of transportation, such as walking and biking.

SECTION 7 – Intergovernmental Agreements Following Approval:

Sponsoring agencies of approved projects will be required to enter into an intergovernmental agreement (IGA) with Kendall County as a prerequisite to receiving any TAP Funds. The IGA will require, among other things, that: contractors and subcontractors additionally insure Kendall County during periods of construction of such TAP projects; contractors, subcontractors and sponsoring agencies hold harmless Kendall County and indemnify the County for all facilities constructed with TAP Funds; sponsoring agencies shall obtain and tender to Kendall County a final waiver of liens for all contractors, sub-subcontractors, and suppliers who performed work on and/or supplied materials for the subject project prior to reimbursement; the sponsoring agency’s work is to be performed subject to the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq., and; the sponsoring agencies will maintain constructed facilities for as long as the facilities exist.

SECTION 8 – Disbursement of TAP Funds:

TAP Funds may only be used to reimburse the applicant for the applicant’s actual, incurred construction costs to build multi-use trails and sidewalks (including multi-use trails and sidewalks built as part of rehabilitation projects). No TAP funds shall be used for maintenance projects such as sealing, patching or crack filling of existing multi-use trails, sidewalks and/or bike paths.

In no case shall Kendall County provide more than 50% of the funding for any approved project. Further, the Kendall County Board may, at its own discretion, choose to award less than 50% for any approved project. A qualified applicant’s project cannot obtain more than $50,000 in TAP Funds per project, per fiscal year.

Construction of approved projects must begin within 24 months of approval by the Kendall County Board. If a project does not begin construction within 24 months, obligated monies will default back to the TAP Fund, and applicants must reapply for funding, unless an extension is specifically approved by a majority vote of the Kendall County Board.

Prior to TAP funds being disbursed, the applicant must submit final project costs, along with the request for reimbursement with TAP Funds, to the Kendall County Engineer. When requested, the applicant must also submit all necessary documentation to the Kendall County Engineer to verify completion of work and project costs incurred by applicant. Reimbursement requests shall
not exceed the amount originally awarded for the project by the Kendall County Board. No cost overruns will be considered. TAP Funds will not be advanced to the sponsoring agency prior to project completion.

SECTION 9 – Ownership and Maintenance of Completed Projects:

All projects partially funded through the TAP Fund shall be owned and maintained entirely and in perpetuity by the sponsoring agency. Even facilities constructed within County rights-of-way using TAP Funds shall be perpetually owned and maintained by the applicant or their agents, per agreement with Kendall County. Sponsoring agencies shall hold harmless and shall indemnify Kendall County in perpetuity for said facilities.

BE IT FURTHER RESOLVED, that in accordance with Section 3 above, the County Treasurer is to create a Transportation Alternatives Program (TAP) Fund account, wherein each year the funds appropriated by the Kendall County Board are to be transferred from the Kendall County Transportation Sales Tax Fund in accordance with the remaining provisions of this Resolution, for the purpose of providing funding to projects as outlined herein.

This resolution passed by the County Board of Kendall County, at Yorkville, Illinois on June _____, 2012.

John P. Purcell - Kendall County
Board Chair

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. 2012.

Debbie Gillette – County Clerk

Vote:
_____ Ayes
_____ Nays
_____ Abstain
CALL TO ORDER
Chairman Shaw called the Facilities Management Committee meeting; located in the County Office Building at 111 W. Fox Street, Room 209 to order at 3:30p.m.

1) Roll Call - Chairman Shaw asked for a roll call attendance. Present were Chairman Shaw, Members Hafenrichter, Koukol, and Vice-Chair Davidson. Member Wehrli arrived at 3:35p.m. Enough members were present to form a quorum of the committee. County Board member Martin, County Administrator Wilkins and Facilities Management Director Smiley were also present.

2) Approval of the June meeting minutes - Chairman Shaw asked for a motion to approve the May committee minutes. Vice-Chair Davidson motioned to approve the minutes. Member Koukol 2nd the motion. All members voted aye via voice vote. Motion approved.

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

NEW BUSINESS/PROJECTS

1) Courthouse Stairs Replacement Construction
   - The project started on Tuesday, June 26, 2012. The vendor setup barricades and demolished the old steps. They also sent the handrails back to Waukegan Steel’s shop to be adapted to the new design. The vendor plans to pour the new steps on Tuesday, July 3, 2012 and let them cure until the following Monday. Handrails are planned to be re-installed starting Monday, July 9, 2012.

2) County Office Building T1 Cutover
   - The numbers were ported to the new T1 on Friday, June 15, 2012 at 4p.m. Main numbers were tested and were working correctly by 5p.m. However, 911 Caller ID was not showing the correct information. It took several days for AT&T to correct the issue. Testing was re-done again last week and the information shown at KenCom is now correct. Project complete.

3) Animal Control Parking Lot Construction
   - The project started Monday, June 18, 2012. Demolition and new curbs for the expanded parking lot were installed last week. The paving work is scheduled to be completed this week.

4) Courthouse Sidewalk Construction
   - Project started Monday, June 18, 2012 and completed Friday, June 22, 2012. Project complete.

5) Request to move Dallas Ingemunson Plaque at the Historic Courthouse
   - Patti Churchill put in a request to Jason Pettit to move the plaque from the Office on the 2nd floor to a different area in the facility.

Report from meeting
Vice-chair Davidson said that Judge McCann had called him about it being moved to the Courthouse. Chairman Shaw said he understood it to be in a different location at the Historic Courthouse. Chairman Shaw directed Jim to contact Judge McCann to discuss and to bring the findings back to the next FM Committee meeting.

6) Fire Panel Monitoring Installation
   - Jim sent the SAO modified contract back to the proposed vendor before he left for vacation on the 21st. Jim is planning to meet with the proposed vendor this week to discuss what they feel they can agree with and what they cannot change.

7) Dry Bed Retention Basin
   - The retention bed dried up a couple of weeks ago due to the drought conditions we have been experiencing this year. Jeff talked with the Jeff Wilkins about possibly trying to eradicate the Cat tails plants that have started to take over this area. Jeff agreed that we should take advantage of the bed being dry to do this. So, Jim had 4 Seasons spray the Cat tails with a vegetative killer.

Report from meeting
Fred Davis from 4 Seasons Landscaping was asked his opinion. Fred explained that he thought there were two possible options. The 1st option would be to consider bringing in additional dirt to make the area a dry bed retention area. The 2nd option would be to dig it deeper so it could hold water all of the time and then fish could be introduced to keep the algae down. Member Wehrli explained that just because dirt is brought in the area will not hold water since the underlying area is primarily sand and gravel. Jeff said that a liner would have to be established in order for it to hold water and he did not believe bringing in dirt would be a viable option either. Fred mentioned that Jim had told him there was a city requirement for a certain amount of storage and by bringing in dirt we would not meet that requirement. Member Hafenrichter said she did not understand why we wanted to do anything with the area since we agreed to just let the Cat tails grow. Jim said he, Jeff and Fred had thought we might not have another opportunity like this for a while and thought we should take advantage of the area drying up. Member Wehrli made a motion to just brush hog the Cat tails and to re-spray them then leave it go another year before we decided to do anything else with the area. Member Hafenrichter 2nd the motion. All members voted aye via voice vote. Motion approved.
NEW BUSINESS/PROJECTS CONTINUED

8) State’s Attorney’s Office Odor from Construction is Back Again
   - Janet Stroup from Eric’s office reported the odor is back again. Jim reported it to Gilbane on June 12, 2012. Jim is waiting for Gilbane’s next plan to alleviate those areas from the odor that is still present after replacing the carpet in the offices.

9) Housing Authority office to move in at the Health Facility
   - Amaal called Jim and said that the agency was planning to install their own phone lines and a web cam in the office. Jim discussed this John Shaw and explained that it is a complex setup to get phone lines turned on at any building on the campus as all lines start at the Public Safety Center. John asked about the Web cam’s use and Jim did not have a reason for using this from Amaal.
   - John instructed Jim to notify Amaal that the use of the Health Facility space needs to have a written request from the prospective tenant detailing the request and how they plan to use the office and operate in our facility. John also wanted Jim to get the State’s Attorney’s office involved concerning the use of the Web cam and depending on the use and the potential liability issues from using this type of equipment in this facility.

Report from meeting
Vice-chair Davidson said that he thought they were in DuPage County talking care of Kendall County business.
Member Hafenrichter explained that originally this service was at the Health facility and that Cheryl Johnson was the Director of the program along with her other duties. Then HUD said they need to have their own program Director and that DuPage County had someone taking care of their needs as well as Kendall County’s needs from offices in Kendall County. Jessie said that now that DuPage is having many problems with the way they have handled DuPage County’s needs that we have convinced HUD to let us bring it back into the Health Department.
She went on to say they help 160 families a year stay in housing in Kendall County and she and others had worked very hard over the years to make this program happen. Chairman Shaw said that a lease needed to be signed and that he had directed Mr. Smiley to have requests like this to be run through him. Member Wehrli said it was completely understandable that we need to do this correctly and that they were now looking at a August 1, 2012 move in date. Jim said he will contact the person Becki Rudolph had given him to see exactly what services they plan to bring into the campus and how they plan to setup the office.

10) Change Orders Courthouse Sidewalk and/or Animal Control Parking Lot
   - Black Diamond has provided a Change Order request for final grade preparation and re-seeding for the Courthouse and Health Department sidewalks they installed for a total of $4,250.00. There also was one additional tree that needed to be relocated near the Courthouse. The cost for this was $295.00 which Jim approved a sit needed to be done in order to get the sidewalk completed. Eight (8) feet of curb ended up needing to be replaced at the Animal Control facility in order to get the old section of the parking lot not being replaced to pitch to the new area to drain off. The cost for this was $300.00. The City required a 4" base with 5" of concrete for the sidewalks. The change order for this work totalled $2,200.00.

Report from meeting
Committee members directed Jim to close the projects without doing the re-seeding. They agreed with Jim’s judgments on the other change orders. Jim said he would notify Anna to put additional costs of the AC parking lots on the next Animal Control agenda.

OLD BUSINESS/PROJECTS

1) New T1 lines Cutover Public Safety Center
   - The vendor has confirmed the new cutover date to be July 20, 2012, starting at 2 p.m. Jim will notify everyone a couple of weeks before the cutover is scheduled to be done and again a few days before July 20th.

2) Animal Control Laundry Room Change Request
   - Jeff Wilkins said the Animal Control Committee still wants to pursue moving the washer & dryer into the tub room. He said they need a quarantine area for cats. Jim said he will go over the costs with Jeff again and get the project scheduled.

3) KenCom Tower Building Wiring Request
   - After getting approval to do the wiring KCFM completed the wiring as requested. The project took a total of 17 hours to complete (about $500.00 worth of labor). Project complete.

4) KenCom Construction Update
   - Jim is concerned about the state of the grounds.
     a) The ground was not rolled when the leveling was completed.
        - Due to the current “drought” conditions Jim suggested that Lite does not install the new sod until the weather conditions are more favorable for the sod to establish itself. No change.
OLD BUSINESS/PROJECTS CONTINUED

4) KenCom Construction Update Continued
   b) A cover for the lightning protection system was broken during construction and Lite or
      their contractors trying to get by with taping the cover up.
      - Lite is having difficulty finding a replacement cover.
      - Jim suggested that Lite may need to replace the underground box also and put a
        cover that is available for that box instead.
      - Lite said they will review this option with their sub-contractor. No change.

Fire Suppression system for Computer room.
   - Lite sent Jim an updated Change Order request on June 20, 2012.
   - They are now saying they only need to add the smoke dampers on the computer
     room a/c ductwork.
   - The total cost of the proposed change order is $4,611.80.
   - Lite provided the stamped engineering submittal and drawing to support the
     proposed change order.
   - Jim contacted FGM to make sure they agree with this documentation before
     going forward with this change order.

5) Courthouse 23 month Punch List Update
   - Remaining issues include the following:

Report from meeting
Committee members said that if Kluber is saying the drain is working correctly then we can close the issue. Jim recommended adding at least a decent size home sump pump to the area so it could kick the water back into the parking lot if we get another large 100 year type rain. Vice-Chair Davidson said that if we do that we should put in at least a good 2" sewage ejector type pump. Jim was directed to install a 2" sewage ejector type pump in the area well. Project complete.

EXECUTIVE SESSION
Not Needed.

ADJOURNMENT
Member Wehrli made a motion to adjourn the meeting. Member Hafenhrichter 2nd the motion. All members voted aye via a voice vote. Motion approved. Chairman Shaw adjourned the meeting at 4:53pm.

Submitted by,
Jim Smiley
Facilities Management Director
To: Kendall County Board
From: Kendall County Office of Solid Waste Management
Subject: June 2012 Solid Waste Program Activity Report

The following unexhausted list of Solid Waste Program activities were performed during the month of June 2012.

- Marlin Hartman (Kendall County Solid Waste Program Coordinator) inspected a new E-waste Recycling Company in Kendall County. ERC stands for Environmentally Responsible Company of Chicago and is owned by a company in Arizona. Locally, they are situated in Montgomery, IL and presently do collections in Oswego twice per month, and in nearby counties as well.

- Mr. Hartman is continuing to line up speakers and a sponsors for the ILCSWMA Educational Conference in Champaign, IL to be held on October 4th and 5th, 2012.

- A study completed by World Bank researchers is predicting a staggering 60% increase in worldwide trash by 2025. The cost for waste handling is expected to grow as well. If municipalities and counties are not prepared to deal with the number of ever increasing disposable items, health issues can become a concern once again in the waste industry.

- Covanta Energy Corporation, owner and operator of 44 waste-to-energy establishments (garbage incinerator mass burning type) has completed its 10 month commercial test run of using gasification technology. This 350 ton per day facility in Tulsa, Oklahoma gasifies unprocessed, post-recycled waste in a commercial setting; all the while reducing emissions and increasing energy efficiency. This is the first large-scale gasification process in North America. This gasification process uses high temperatures without combustion, controlling oxygen that creates a synthetic gas, i.e. syn gas. This syn gas is then combusted and processed through an energy recovery system followed by a stack emission control process.

- Waste Management and S4 Energy Solutions are currently operating a “Plasma-Arc Gasification” Process in Arlington, Oregon but are only operating at 25 tons per day.

Respectfully submitted,

[Signature]

Marlin Hartman, Solid Waste Coordinator

[Signature]

Aaron Rybski, Environmental Health Director

cc: Amaal Tokars, Executive Director/Public Health Administrator
    Steve Curatti, Program Administrator
    Becki Rudolph, Executive Assistant
    Valarie McClain, K.C. Admin Assistant
Kendall County, IL
Budget and Finance Committee
Meeting Minutes
July 12, 2012

Call to Order
The Budget and Finance meeting was called to order at 2:35 p.m. by Chair Vickery.

Finance Committee members present: Mr. Davidson, Ms. Martin, and Ms. Petrella

Kendall County Board Members present: John Purcell

Kendall County employees present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Janet Kaiser, Scott Koster, Stan Laken, Andy Nicoletti, Rich Randall, Dr. Amaal Tokars

Claims Review and Approval
A motion was made by Ms. Martin to forward the bills in the amount of $675,278.13 to the County Board. Ms. Petrella made a second to the motion. The motion passed.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – none

Debbie Gillette, County Clerk and Recorder – Gillette informed the group that she hired a temporary employee, and that she will surpass her salary line soon. Vickery advised her to use the same line, and to submit an adjustment to the budget.

Scott Koster, Sheriff’s Office – none

Stan Laken, Technology – Laken reported that Technology purchased a scanner for Assessment that was not compatible with their system. Motion to approve purchase of new scanner at a total cost of no more than $1400.00 Motion by Martin, second by Petrella. Motion approved.

Andy Nicoletti, County Assessor – Nicoletti updated the group on new construction, with a total of $1,000,345,718.

Tom Thomas, Health Department – none

Amaal Tokars, Health Department - none

Citizens to be Heard – none

Items from Other Committees – none

Other Items of Business – none
**Actions Items for County Board**
- Claims for the County Board in the amount of $675,278.13
- Purchase of new scanner for the Assessment Office - $1400.

**Executive Session** – None

**Adjournment** – Ms. Martin made a motion to adjourn, second by Ms. Petrella. All members voted aye. Meeting adjourned at 3:55 p.m.

The next Budget and Finance Committee meeting is scheduled for Thursday, August 16, 2012 at 2:30 p.m. in the County Board room.

Respectfully submitted,

*Valarie McClain*
Administrative Assistant
Administrative Services
Kendall County
Committee of the Whole

Meeting Minutes
July 12, 2012
4:00P.M.
County Board Room

Call to Order
The Committee of the Whole met at 4:00 pm and was called to order by Chairman John Purcell.

Roll Call
Members Present: Bob Davidson, Dan Koukol, Nancy Martin, Suzanne Petrella, Jeff Wehrli, John Shaw, Anne Vickery

Absent: Elizabeth Flowers, Jessie Hafenrichter

Staff Present: David Berault, Leslie Johnson, Tom Thomas, Amaal Tokars, Eric Weis, Jeff Wilkins, and Angela Zubko

1. **Hideaway Lake Campground:** Zubko briefed the group on the upcoming PeaceFest Concert at Hideaway Lakes Campground. The PBZ Committee recommended by a unanimous vote to revoke the Special Use permit for Hideaway Lakes if this event takes place this year. Martin said the committee discussed several concerns of liability, hours of the event, parking, length of the event and conduct of the participants. Zubko said this particular event has been denied by numerous municipalities that have hosted it in the past.

   Attorney Daniel J. Kramer, representing Hideaway Lakes Campground, said that he is aware of the Special Use permit from 1971. Kramer said the owner has had bands at the campground for many years without any community complaints or concerns.

   Tom Tanner stated that bands have been performing at the campground for the past thirty-five years, with no complaints or issues reported. Tanner said the group has invested a great deal of money in the event, and that a contract is already in place. He said that if there are issues with this group, they will not be allowed back. Tanner said there are bands at the campground every holiday weekend. Tanner said that his campers bring business to the community.

   Martin asked if Tanner would be willing to meet with the PBZ committee to negotiate an official Special Use permit for this type of event. Tanner declined.

   Tanner has met with County and Yorkville police, fire and health department officials regarding past issues and compliance.

   The Committee saw no need to bring the issue to the Board.
2. **Transportation Alternatives Program (KC-TAP):** Davidson said the Highway Department is presenting a resolution to promote interest in alternative modes of transportation in the County, and to create a program to help fund construction of multi-use trails and sidewalks along State and County Highways within Kendall County, by constructing new linear trails and sidewalks that connect businesses and residential developments, in the hopes to reduce the necessity for travel throughout Kendall County by use of automobiles alone, and to reduce our reliance on fossil fuels, as well as to promote the health and welfare of citizens of the County utilizing one percent of the local sales tax for transportation purposes. Davidson said the Board would have final approval on all development.

3. **Quick Deed Claim for Wes Morris property on Eldamain Road:** Davidson said there is a remnant piece of property that needs to be deeded back to the adjoining property owner along the west side of Eldamain Road near the old Smith parcel. The County’s negotiator has worked out an agreement with Wes Morris to deed back the remnant as part of the negotiated settlement of acquisition of other property owned by Morris. No money would change hands for quit claim deed, although the County is paying $65,000 for the acquisition of the rest of the Morris property. The remnant parcel will be turned back to an agricultural use after LRFFPD burns down the old house on the property.

4. **Determining the Terms of County Boards Members:** John Purcell presented a resolution determining the terms of County Board members.

5. **Housing Authority Lease:** Dr. Tokars said an office has been made available for the KC Housing Authority. She indicated locating the Housing Authority in the Health Department Building will make more services available to citizens in one location.

   Purcell said the Housing Authority has agreed to pay $400.00 per month to lease space in the Health Department Building. Details on access to the building, signage, etc. are in negotiations.

   Eric Weis stated the KC Housing Authority has vacated their current location in Yorkville. Weis will provide a copy of the one-year lease draft to the Board for review. The lease will begin on August 1, 2012.

   Dave Hoicka of the DuPage Housing Authority will attend the August C.O.W. meeting to update the group on the changes made, update on the report, and the addition of inspectors.

**Review Board Actions Items**

1. Housing Authority Lease
2. Resolution Determining the Terms of County Board Members
3. Memorandum of Understanding between Kendall County and Board of Health regarding Housing Authority Lease Funds
4. Quick Deed Claim for Wes Morris property on Eldamain Road
Kendall County
Committee of the Whole

Citizens to Be Heard - none

Executive Session - none

Adjournment
   Martin moved to adjourn. The motion was seconded by Petrella. There being no objection, the Committee of the Whole, at 4:44 p.m. adjourned.

   The next Committee of the Whole meeting is scheduled for Thursday, August 16, 2012 at 4:00 P.M. in the County Board room.

Respectfully Submitted,
Valarie McClain
Administrative Assistant
Administrative Services
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of June 20, 2012
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Chairman Whitney French at 7:07 p.m.

ROLL CALL
Present were: Chairman Whitney French, Peter Bochek, Ken Boyer, Fred Dickson, Ken Donart, Michael Garrigan, Richard Scheffrahn and Stephenie Todd
Also present were: Senior Planner Angela Zubko
Members in the audience: None
Absent: and Jeff Wehrli

APPROVAL OF AGENDA
Fred Dickson made a motion to approve the agenda as written, Richard Scheffrahn seconded the motion. All agreed and the agenda was approved.

APPROVAL OF MINUTES
Fred Dickson made a motion to approve the amended minutes from May 16, 2012. Ken Boyer seconded the motion. All agreed and the minutes were approved.

CHAIRMAN’S REPORT
Chairman French had nothing to report for the Chairman’s report.

NEW BUSINESS
Ms. Todd wanted to mention we are losing a very historic home, the Ole Olson house, in Newark this month. It has fallen into disrepair and it is being demolished. Mr. Scheffrahn suggested that we contact the newspaper with all the history Ms. Todd just gave about the house so the citizens of Kendall County know about demolition by neglect. The goal is to get information out to the citizens, not trying to blame the owner.

OLD BUSINESS
1. Status of Joint HPC Meeting- Chairman French was asked to write a draft letter to discuss meeting and also about participating in the Kendall County Fair. The draft letter was passed out and everyone thought it was good with a few corrections: to add Planner Zubko’s information and change summer to a fall joint meeting. Ms. French will revise the letter and Planner Zubko will mail it out. Ms. French
made some sign-up sheets for the fair. There was discussion that there are six total Commissions in Kendall County including Kendall County and if they all display something under the plexi-glass it would be full. There was also discussion on the importance of manning the booth to get the information out. Mr. Garrigan stated that Oswego and Plainfield have brochures to easily hand out. The Commission discussed making a brochure for the Kendall County Commission.

In the packet was a list Planner Zubko put together for the Preservation Commissions in Kendall County and their members and also included Will County in case we wanted to invite another county’s Historic Preservation Commission. Ms. Zubko will also invite Will County to see if they would like to attend.

2. Landmark List/ Contacting Owners- Chairman French stated at the last meeting a few members stated they would contact some owners for a status update. Chairman French will start the Farnsworth House application but has not had a chance to yet. Planner Zubko stated she has talked to the owners of the Gaylord house on Route 34 and sent the information to them and they are going to look over the information. Mr. Dickson mentioned landmarking the Dunn Farm/Brent Wadsworth house to a friend of his but they thought he would not want to take on any restrictions but Mr. Dickson thought if he knew this was voluntary he might be interested. There was discussion that the house has vinyl windows which might restrict them from getting landmark status. Ms. Todd stated that criteria to get landmark status was not really discussed. Mr. Dickson is worried that if we get him to apply the Commission might denies the landmark. Mr. Wehrli got a hold of the conservation foundation with regards to the Dickson Murst Farm and Mr. McDonald contacted Angela and received the landmark information. There was discussion that the Dickson Murst Farm is in the Village of Montgomery. The Commission wondered if the Village of Montgomery’s Preservation is looking at landmark status. The group decided to scratch this farm off the list since it is in a municipality.

Ms. Todd talk to Ms. Hadley that owns the Bed and Breakfast off Plainfield Road and Ms. Zubko also talked to her and stated she was going to look over the information. Ms. Todd is meeting with her on July 18th to talk. Ms. Todd stated she will landmark her house.

Ms. French would like to add on the agenda next month to look into adding monuments to our existing 4 structures list in pursuing landmark status.

3. Kendall County Fair- The take-home brochures can only be out while someone is manning the booth so if there is no one taking over manning the booth the brochures will need to be put away. Ms. French suggested one card listing all the commission information, websites and who to contact. Possibly offer one page to put under the plexi-glass for each Commission. Also have collection cards to proactively contact interested citizens.
4. Annual Presentation to the County Board- Ms. French has begun work on the presentation and this will be continued to the next meeting.

5. Windshield Survey Evaluations- Continue to next month.

**ADJOURNMENT**

Stephanie Todd made a motion to adjourn seconded by Michael Garrigan, all agreed. Chairman French adjourned the meeting at 8:20 pm. The next meeting will be on July 18, 2012

Submitted by,

Angela L. Zubko, Recording Secretary & Senior Planner