1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
   A. Release Executive Session Minutes from 1/6/09, 2/3/09, 2/17/09, 6/29/09, 7/7/09, 8/25/09, 9/15/09, 4/6/10, 5/18/10 #1, 11/4/10, 2/15/11, 5/3/11, 6/7/11, 7/5/11, 8/2/11, 2/21/12, 4/3/12, 6/19/12, 7/3/12, 8/7/12, 11/29/12, 3/7/13 #2
11. New Business
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Petition 13-08: Approval of a text amendment to the Kendall County Zoning Ordinance to modify the definition of the Zoning, Platting & Advisory Committee (ZPAC)
      2. Petition 13-13: Approval of a map amendment for 3.0 acres of an 11.6 acre parcel to rezone from A-1 to R-1
   B. Public Safety
   C. Administration, HR
      1. Resolution Adopting the Kendall County Identity Protection Policy
   D. Highway
      1. Intergovernmental Agreement with Oswegoland Park District not-to-exceed $10,000 of TAP Funds
   E. Facilities Management
      1. Public Safety Center Jail Dishwasher Lease Approval in the amount of $234.95 per month, $2,819.40 per year for two (2) years
   F. Economic Development
   G. Finance Committee
      1. Approve Claims in the amount of $2,662,388.13
   H. Labor & Grievance
   I. Committee of the Whole
   J. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
C. Historic Preservation Commission  
D. UCCI  
E. 708 Mental Health Board  
F. River Valley Workforce Investment Board  
G. Housing Authority  
H. CMAP MPO Policy Committee

15. Other Business  
16. Chairman’s Report  

**Appointments**  
Thomas Grant – Housing Authority – 5 year term – expires July 2018  
Carl Gutierrez – Housing Authority – 5 year term – expires June 2018  
Jeremy Swanson – Housing Authority – fill unexpired term – expires June 2014  
Pete Bocheck – Historic Preservation Committee – 3 year term – expires May 2016  
Ken Boyer – Historic Preservation Committee – 3 year term – expires May 2016  
Whitney French – Historic Preservation Committee – 3 year term – expires May 2016  
Mark Luettich – Yorkville-Bristol Sanitary District – 3 year term – expires May 2016

**Announcements**

17. Citizens to be Heard  
18. Questions from the Press  
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, May 21, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Wehrli moved to approve the submitted minutes from the Adjourned County Board Meeting of 4/16/13. Member Gilmour seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CITIZENS TO BE HEARD

Robin Eggert, 48 Hampton Rd, Montgomery spoke about the noise from her neighbor. Ms. Eggert is seeking a noise ordinance.

Todd Milliron, 61 Cotswold Dr, Yorkville echoed the comments of the previous citizen and also asked the board to address the issue of a burn ordinance. Mr. Milliron asked why it was taking so long for the audit; he suggested a biometric payroll system.

EXECUTIVE SESSION

Member Purcell made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and for 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. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

NEW BUSINESS

Collective Bargaining Agreement with Highway

Assistant State's Attorney, Leslie Johnson presented the proposed agreement which is a 4 year contract, includes a wage increase of $975 in the first year, 2%, 2.5%, and 3.25% in the following years, there is a cap on the new hire salary, and a $350 uniform and equipment allowance. Membership has agreed to health insurance changes and a pay lag.

Member Purcell moved to approve the Ratification of Collective Bargaining Agreement between the International Union of Operating Engineers, Local 150 and the Kendall County Highway Department effective December 1, 2012 through November 30, 2016. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Solid Waste Committee

Member Gilmour informed the board that the Solid Waste Plan is due for its 5 year update in the year 2015. A citizen's advisory committee is getting formed, invited are the county municipalities, townships, health department staff, 2 county board members, and community members. They expect to have 6-8 meetings over the course of 2 years.
Public Hearing for Public Transportation Capital Assistance Grant

Chairman Shaw opened the public meeting. County Administrator, Jeff Wilkins stated that the application is in the packet. The county received a letter from IDOT to formally apply for the vehicles. Part of the application includes a routing software program. There is not a timeline for the delivery of the vehicles.

Todd Milliron, 61 Cotswold Dr, Yorkville stated that at the last public hearing he asked how much of a subsidy that was being paid for KAT, he has yet to receive the information.

Chairman Shaw closed the hearing.

Resolution for Public Transportation Capital Assistance Grant

Member Wehrli moved to approve the Resolution authorizing the submittal of the application for a Public Transportation Capital Assistance Grant under the authority of the Illinois Department of Transportation. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Appendix D: Governing Board Resolution

Resolution No.13-16

Resolution authorizing submittal of the application dated May 21, 2013 for a Public Transportation Capital Assistance Grant under the Illinois Department of Transportation's general authority to make such Grants.

WHEREAS, The provision and improvement of public transportation facilities, rolling stock, equipment and services is essential to the development of safe, efficient, functional public transportation; and

WHEREAS, The Illinois Department of Transportation has the authority to make such Grants and makes funds available to offset eligible capital costs required for providing and improving public transportation facilities, rolling stock, equipment and services; and

WHEREAS, Grants for said funds will impose certain obligations upon the recipient.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF THE COUNTY OF KENDALL:

Section 1. That an application be made to the Division of Public & Intermodal Transportation, Department of Transportation, State of Illinois (The Department), for a financial assistance grant under the Illinois Department of Transportation's general authority to make such Grants, for the purpose of offsetting eligible public transportation capital costs of the County of Kendall.

Section 2. That the County Administrator of the County of Kendall is hereby authorized and directed to sign and submit such application on behalf of the County of Kendall.

Section 3. That the County Administrator of the County of Kendall is authorized to furnish such additional information as may be required by the Department in connection with the aforesaid application for said Grant.

Section 4. That County Administrator of the County of Kendall is hereby authorized and directed to execute on behalf of the County of Kendall the Grant Agreement or subsequent Grant Agreement Amendments resulting from aforesaid application.

Section 5. That County Administrator of the County of Kendall is hereby authorized and directed to sign such documents as may be required by the Department to request payment for the project funding authorized under aforesaid Grant Agreement.

PRESENT and ADOPTED the 21st day of May, 2013

John Shaw, County Board Chairman                             Debbie Gillette, County Clerk
ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall went over the April report. Sheriff Randall read a letter that was issued to those that helped during the flood. Joe Gillespie from EMA updated the board on the status of where the county stands in regards to the flood event. FEMA is onsite in Kendall County. Mr. Gillespie is working on getting governmental assistance. Over the last month EMA staff has view 1,200 residences that were affected with water and distributed 600 Red Cross cleanup kits. Residents may go to the office in Morris, visit the website www.disasterassistance.gov or call 1-800-621-3362 to file a claim.

County Clerk

Revenue Report 4/1/13-4/30/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>1,018.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>1,080.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>30.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,180.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>33,927.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>38,235.50</td>
</tr>
<tr>
<td>County Revenue</td>
<td>$</td>
<td>27,527.75</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$</td>
<td>20,869.00</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>35,180.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$</td>
<td>4,396.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>45.11</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>9,143.25</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>18,324.00</td>
</tr>
<tr>
<td>CK # 17326</td>
<td>To KC Treasurer</td>
<td>$ 153,720.61</td>
</tr>
</tbody>
</table>

County Clerk, Debbie Gillette stated the Clerk and Recorder’s office is collecting ties and scarves to be passed out at the Kendall County job fair. County Clerk Gillette presented the updated county yearbook which includes population and census information, Federal and State Elected Official contact information, court system information, county, township, and municipal elected officials contact information, as well as state toll free hot lines and a county office directory. The yearbook is available on the website at the County Clerk’s home page www.co.kendall.il.us.

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FIVE MONTHS ENDED 04/30/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$169,225</td>
<td>$153,685</td>
<td>48.79%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$1,067,914</td>
<td>$717,978</td>
<td>39.89%</td>
</tr>
</tbody>
</table>

Co Board 5/21/2013 - 3 -
<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
<th>Percent</th>
<th>Difference</th>
<th>Percent</th>
</tr>
</thead>
<tbody>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$182,125</td>
<td>$157,603</td>
<td>46.35%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$365,656</td>
<td>$409,615</td>
<td>42.23%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$194,904</td>
<td>$170,160</td>
<td>44.78%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$497,837</td>
<td>$506,755</td>
<td>38.98%</td>
</tr>
<tr>
<td>Fines &amp; Forels/St Atty.</td>
<td>$550,000</td>
<td>$238,437</td>
<td>$209,356</td>
<td>37.39%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$11,152</td>
<td>$8,538</td>
<td>24.39%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$9,888</td>
<td>$13,625</td>
<td>27.25%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$473,450</td>
<td>$451,760</td>
<td>46.02%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,043,455</td>
<td>$1,014,054</td>
<td>42.25%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$132,320</td>
<td>$87,221</td>
<td>51.31%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$376,120</td>
<td>$490,503</td>
<td>65.40%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$338,925</td>
<td>$297,183</td>
<td>66.04%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$10,974,464</td>
<td>$5,101,408</td>
<td>$4,888,037</td>
<td>44.64%</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,200,000</td>
<td>$1,861,423</td>
<td>$1,816,563</td>
<td>45.41%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,200,000</td>
<td>$1,861,423</td>
<td>$1,816,563</td>
<td>45.41%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later.
To be on Budget after 5 months the revenue and expense should at 41.65%

Chief Deputy Treasurer, Bob Jones reported that revenues are up and they preparing for a disbursement.

**State's Attorney**

Assistant State's Attorney, Leslie Johnson reported that State's Attorney Weis is on a jury trial. Ms. Johnson thanked those that attended the open meetings act training although they were disappointed at the total number of attendees.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths.....</td>
<td>123</td>
<td>120</td>
</tr>
<tr>
<td>Autopsies to Date................</td>
<td>9</td>
<td>11</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>6</td>
<td>15</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>60</td>
<td>55</td>
</tr>
</tbody>
</table>

Deputy Coroner Purcell conducted a presentation for the Law Enforcement Class at IVVC on April 25.
Coroner Toftoy attended IACO in Springfield on April 29 – May 1.

**Health Department**

Dr. Amaal Tokars had nothing to report.
Co Board 5/21/2013
Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti stated that they are dealing with the senior paperwork for exemptions, certificates of error and PTAB.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Gryder reviewed the minutes in the packet from the May 13, 2013 meeting.

Building Inspection Services

Member Koukol moved to approve the Resolution approving an intergovernmental agreement for reciprocal building services between Kendall County, Illinois and Yorkville, Illinois. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 13-17 is available in the Office of the County Clerk.

High Grove Extension

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

Hofmeister Extension

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

Camelot Farms Final Plat Extension

Member Gryder moved to approve a 1 year plat extension for Camelot Farms. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye except Wehrli who abstained. Motion carried.

Community Certification for the Kendall County Stormwater Ordinance

Member Wehrli moved to approve the accepting of the community certification for the Kendall County Stormwater Ordinance. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

ORDINANCE # 2013-10
AN ORDINANCE ACCEPTING COMMUNITY CERTIFICATION FOR THE KENDALL COUNTY STORMWATER ORDINANCE

WHEREAS, KENDALL COUNTY is duly organized and operating pursuant to the laws of the State of Illinois; and

WHEREAS, all development, stormwater management activities, soil erosion control practices, and floodplain protection measures within Kendall County must comply with the Kendall County Stormwater Ordinance, whether or not such activities occur within an incorporated municipality; and

WHEREAS, the hereafter named CERTIFIED COMMUNITIES have adopted by reference the Kendall County Stormwater Ordinance to confirm that all development, stormwater management activities, soil erosion control practices, and floodplain protection measures within the CERTIFIED COMMUNITY is subject to and must comply with the Kendall County Stormwater Ordinance, and further for the purpose of providing the CERTIFIED COMMUNITY with enforcement rights against activities which do not comply with the Kendall County Stormwater Ordinance, to the extent permitted by law; and

WHEREAS, the CERTIFIED COMMUNITIES find that the adoption and enforcement of the Kendall County Stormwater Ordinance will promote the public health, safety and welfare.

WHEREAS, each hereafter named CERTIFIED COMMUNITY has petitioned the KENDALL COUNTY STORMWATER MANAGEMENT PLANNING COMMITTEE for certification and said COMMITTEE has found on April 9, 2013, the petitions to be complete and acceptable and said COMMITTEE has recommended certification of each hereafter named CERTIFIED COMMUNITY.
NOW, THEREFORE, BE IT ORDAINED the Kendall County Board hereby grants approval of the CERTIFIED COMMUNITIES, as follows:

Section 1: The above-stated Recitals are hereby restated and incorporated into this Section 1 as though fully set forth herein.

Section 2: each hereafter named CERTIFIED COMMUNITY hereby adopts by reference the Kendall County Stormwater Ordinance, as amended from time to time. All development, stormwater management activities, soil erosion control practices, and floodplain protection measures within the CERTIFIED COMMUNITY shall comply with all standards set forth in the Kendall County Stormwater Ordinance, as amended from time to time, and the CERTIFIED COMMUNITY is seeking enforcement rights against activities which do not comply with the Kendall County Stormwater Ordinance, to the extent permitted by law.

Section 3: CERTIFIED COMMUNITIES within Kendall County shall be as listed below unless and until modification by the County Board.

- Village of Lisbon
- Village of Millbrook
- Village of Millington
- Village of Newark
- Village of Oswego
- Village of Plano
- Village of Plattville
- City of Yorkville

Section 4: This ordinance shall be in full force and effect after its passage, approval and recording as provided by law.

IN WITNESS OF, THIS ORDINANCE HAS BEEN ENACTED BY THE KENDALL COUNTY BOARD THIS 21ST DAY OF MAY, 2013.

ATTEST:
KENDALL COUNTY CLERK
DEBBIE GILLETTE
KENDALL COUNTY BOARD CHAIRMAN
JOHN SHAW

Amendment to Stormwater Ordinance to create a disturbance threshold

Member Wehrti moved to approve the amendment to the Kendall County Stormwater Ordinance to create a disturbance threshold for small non-residential lots. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2013-11
AMENDMENT TO THE KENDALL COUNTY STORMWATER ORDINANCE TO CREATE A DISTURBANCE THRESHOLD FOR SMALL NON-RESIDENTIAL LOTS

WHEREAS, Kendall County regulates all development, stormwater management activities, soil erosion control practices and floodplain protection measures within Kendall County under authority of the Countywide Stormwater Ordinance, whether or not such activities occur within an incorporated municipality; 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 Stormwater Planning Committee on April 9, 2013;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 203.1.b & 203.1.c "Applicability of Site Runoff Storage Requirements" of the Kendall County Stormwater Ordinance as provided:

203.1.b paragraph 4- The area of development and impervious surface and corresponding storage requirements shall be determined on an aggregate basis from the effective date of this ordinance.

203.1.c- A non-residential land use or a residential land use other than single family - detached property of contiguous ownership less than three acres and resulting in disturbance of more than 5,000 square feet and resulting in 25% or more of the site area as impervious surface. The area development and corresponding storage requirements shall be determined on an aggregate basis from the effective date of this ordinance;
Note to add after 203.1.e
*All impervious area shall be included when considering the threshold for requiring stormwater storage regardless of when it was created. No impervious surface is grandfathered with regard to the threshold. However, stormwater storage is only required on development after the effective date of this ordinance. Additionally, it is noted that a gravel surface is considered impervious unless it is designed and constructed to promote infiltration or provide stormwater storage*

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 21st day of May, 2013.

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw

Public Safety

Lease agreement with Central Limestone

Member Purcell moved to approve the 25 year land lease agreement between Central Limestone Inc and the County of Kendall/Kendall County Sheriff in the amount of $1.00 annually. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Administration, HR, Revenue

County Picnic date

Member Cesich moved to approve July 19, 2013 as the date of the county picnic. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Highway

Brush Chipper

Member Koukol moved to approve the bid for a brush chipper for the amount of $39,750. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Eminent Domain Resolution for parcels on Sherrill Road

Member Koukol commented that the resolution for the eminent domain is a general resolution; to go any further with this an intergovernmental agreement with Grundy County would be needed. They are asking for the opportunity to use it if they need it.

Member Wehrli moved to approve the resolution for eminent domain for acquisition of right-of-way for highway purposes. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cesich, Cullick, Koukol, Shaw and Wehrli. Members voting nay include Gilmour, Gryder, Prochaska and Purcell. Motion carried 5-4.

A complete copy of Resolution 13-18 is available in the Office of the County Clerk.

Resolution to award contracts

Member Koukol moved to approve the contract with Steffens 3D Construction for Big Grove Road District $130,201.10. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Cesich. Motion carried 8-1.

Member Koukol moved to approve the contract with Steffens 3D Construction for Kendall Road District $111,253.86. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Cesich. Motion carried 8-1.

Member Koukol moved to approve the contract with Steffens 3D Construction for Lisbon Road District $65,040.00. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Cesich. Motion carried 8-1.

KENDALL COUNTY
Resolution No. 13-19

WHEREAS, bids were received at the County Highway Office on April 5, 2013 on the following listed projects:
Co Board 5/21/2013
Sec. 13-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $130,201.40.

Sec. 13-04000-00-GM, Kendall Road District, Gr. Ill, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $111,253.86.

Sec. 13-05000-00-GM, Lisbon Road District, approve the low bid of Steffen's 3-D Construction, Inc. in the amount of $65,040.00.

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 Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 21st day of May , 2013.

Debbie Gillette - County Clerk

Facilities

Member Koukol had no report.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,544,256.78. Member Gilmour seconded the motion.

COMBINED CLAIMS: FCLT MGMT $92,343.84, B&Z $4,162.99, CO CLK & RCDR $683.41, ELECTION $4,784.22, ED SRV REG $5,871.42, SHRFF $32,779.80, CRRCTNS $7,506.53, MERIT $562.46, EMA $838.49, CRCT CT CLK $276.06, JURY COMM $4,472.94, CRCT CT JDG $3,806.64, CRNR $484.73, CMH CRT SRV $3,807.99, PUB DFNDR $100.00, ST ATTY $1,080.00, BRD OF RVW $1,874.40, TRSR $-294.04, EMPLY HLTH INS $25,000.00, OFF OF ADM SRV $1,675.85, GNRL INS & BNDG $49.00, CO BRD $940.73, TECH SRV $7,568.91, PRPTY TX SRV $13,860.00, CAP EXPEND $44,770.98, CAP IMPRVR FND $8,075.18, LIABL INSUR EXPS $15,575.09, CO HWY $45,291.59, CO BRDG $34,558.10, TRNSPRT SALES TX $204,596.33, HLTH & HNM SRV $132,758.39, PRBTN SRV $15,957.47, GIS $47,362.59, TAX SAL EXP $11,368.16, KEN AREA TRAN FND $18,114.68, ADMIN DBT $66,602.50, JAIL BOND $164,568.75, ENGIN/CONS $3,248.58, PUB SFTY $18,100.26, FIELDS OF FARM $5,126.49, SHRFF $2,030.70, ANML POP CNTRL $302.00, VAC $46,100.21, SHRFF VEH $500.00, FP BND PROC 2007 $24,689.58, CTHOUSE DEBT $ 414,553.75

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

Curb, Street drains and Landscaping improvements

Member Purcell made a motion to authorize allocations for curb, street drains and landscaping improvements in FY2013 line item 0102-100-9101 Facilities Management Capital Expenditures. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Dishwasher lease

Member Purcell made a motion to authorize a dishwasher lease in FY2013 line item 0102-100-9101 Facilities Management Capital Expenditures. Member Koukol seconded the motion.

Facilities Director, Jim Smiley stated that this is a reallocation of funds, the lease is still being reviewed.

Motion was withdrawn.

Co Board 5/21/2013 - 8 -
Kitchen Position for the Public Safety Center

Member Purcell made a motion to approve one additional full-time kitchen position for the Public Safety Center with a salary not to exceed $26,000. Member Gilmour seconded the motion.

Members discussed the cost of the meals and the fact that 3 meals are served seven days a week.

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

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the May 16, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they did not meet.

VAC

Member Wehrli stated that they meet in June.

Historic Preservation

Member Wehrli stated that they did not meet.

UCCI

Member Prochaska stated that the next meeting will be July 22nd – 23rd for the summer conference. Members Cesich, Cullick, Gryder and Prochaska are attending the Leadership Academy which is in conjunction with the University of Illinois Extension.

708 Mental Health

Member Gilmour stated that the next meeting is on June 5, 2013, 11 entities will be coming in. They have their application for the grant and the committee will be making the decision about awarding the monies.

River Valley Workforce Investment Board

Member Koukol stated that they met May 8th. They voted on the budget. The main discussion was getting the CEOs together, which are the Chairmen of Kane, DeKalb and Kendall counties to get them to talk to see the future of the board.

Housing Authority

Member Prochaska stated that the next meeting is on May 24, 2013.

CMAP MPO Policy Committee

Member Gryder reported that the next meeting is in June 13, 2013.

CHAIRMAN’S REPORT

Member Koukol moved to approve the appointments. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Appointments

Gloria Mathewson – 708 Mental Health Board – 4 year term – expires December 2016
Dan Roberts - Minooka Fire Protection District – 3 year term – expires April 2016

Co Board 5/21/2013

Announcements  
David Thompson – Newark Sanitary District – 3 year term – expires May 2016  
Amy Cesich – Oswego Senior Center Liaison  

CITIZENS TO BE HEARD  
Todd Milliron, 61 Cotswold Dr, Yorkville thanked the County Clerk for updating the County Yearbook and putting it online. Mr. Milliron asked that in the future if a new position is approve if the benefits and pension costs could be included so the taxpayers would know the true cost. Mr. Milliron suggested a new payroll system. Mr. Milliron would like to submit his name for the citizen’s representative for the new 5 year solid waste plan advisory committee.  

QUESTIONS FROM THE PRESS  
Ryan Morton from WSPY asked if the State’s Attorney’s office has received the audit’s report yet. It is still a pending investigation so no comment was given.  
Matt Schury from the Kendall County Record asked where the current location for the gun range is and why it is being moved to a new location. The new range is longer. Mr. Schury asked about the widening of Sherrill Road, it is for future truck use.  

ADJOURNMENT  
Member Gryder moved to adjourn the County Board Meeting until the next scheduled meeting. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.  
Approved and submitted this 8th day of May, 2013.  
Respectfully submitted by,  
Debbie Gillette,  
Kendall County Clerk
## Kendall County Clerk

### Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td></td>
<td>$1,100.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td></td>
<td>$1,770.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td></td>
<td>$60.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td></td>
<td>$1,996.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$37,113.00</td>
</tr>
<tr>
<td><strong>Total County Clerk Fees</strong></td>
<td></td>
<td><strong>$42,039.50</strong></td>
</tr>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$40,743.75</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$23,103.50</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$38,912.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$4,854.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$28.02</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$3,188.50</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$19,809.00</td>
</tr>
<tr>
<td><strong>CK # 17343</strong></td>
<td>To KC Treasurer</td>
<td><strong>$172,678.27</strong></td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $1028.00 ck # 17341
Dom Viol Fund sent from Clerk's office $305.00 ck 17342
Dear Property Owner:

Our records indicate the ownership name(s) for your property were changed due to a recently recorded deed.

Preventing mortgage fraud and identity theft is a top priority in the Kendall County Recorder’s Office. Our office has made a conscious effort to be on the lookout for documents that may involve deed and mortgage related fraud.

For your protection, this post card is part of an ongoing effort to educate property owners and to help you protect your real estate investments.

If you are unaware of this change, please contact our office at 630-553-4112

Debbie Gillette – Kendall County Clerk / Recorder of Deeds

Debbie Gillette
Kendall County Clerk / Recorder

111 West Fox Street
Yorkville, Illinois 60560
630-553-4112
Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR SIX MONTHS ENDED 05/31/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$243,146</td>
<td>77.19%</td>
<td>$153,685</td>
<td>48.79%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$1,201,315</td>
<td>61.61%</td>
<td>$1,109,180</td>
<td>61.62%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$207,484</td>
<td>61.02%</td>
<td>$183,999</td>
<td>54.12%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$436,841</td>
<td>46.13%</td>
<td>$471,717</td>
<td>48.63%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$233,140</td>
<td>58.28%</td>
<td>$202,863</td>
<td>53.39%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$603,172</td>
<td>50.26%</td>
<td>$606,408</td>
<td>46.65%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$277,104</td>
<td>50.38%</td>
<td>$257,745</td>
<td>46.03%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$14,530</td>
<td>36.33%</td>
<td>$17,139</td>
<td>48.97%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$11,979</td>
<td>34.23%</td>
<td>$15,784</td>
<td>31.57%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$560,438</td>
<td>50.93%</td>
<td>$539,399</td>
<td>54.95%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,219,554</td>
<td>50.81%</td>
<td>$1,195,909</td>
<td>49.83%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$159,848</td>
<td>84.13%</td>
<td>$111,597</td>
<td>65.65%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$418,540</td>
<td>51.99%</td>
<td>$535,143</td>
<td>71.35%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$399,013</td>
<td>56.84%</td>
<td>$372,961</td>
<td>82.88%</td>
</tr>
</tbody>
</table>

TOTALS $10,974,464 $5,986,103 54.55% $5,773,830 54.98%

Public Safety Sales Tax $4,200,000 $2,165,886 51.57% $2,128,561 53.16%

Transportation Sales Tax $4,200,000 $2,165,886 51.57% $2,128,561 53.16%

*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%

EXPENDITURES
All General Fund Offices/Categories

$26,336,375 $12,540,792 47.62% 47.46%
KENDALL COUNTY CORONER
May FY 2013 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, May 01, 2013</td>
<td>1305124 *</td>
<td>7:53 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Wednesday, May 01, 2013</td>
<td>1305125 *</td>
<td>7:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, May 03, 2013</td>
<td>1305126 *</td>
<td>8:28 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, May 02, 2013</td>
<td>1305127</td>
<td>4:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 04, 2013</td>
<td>1305128 *</td>
<td>6:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 04, 2013</td>
<td>1305129 *</td>
<td>7:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, May 06, 2013</td>
<td>1305130 *</td>
<td>5:48 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
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<tr>
<td>Tuesday, May 07, 2013</td>
<td>1305131</td>
<td>11:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<tr>
<td>Wednesday, May 08, 2013</td>
<td>1305132 *</td>
<td>8:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 12, 2013</td>
<td>1305133 *</td>
<td>8:46 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, May 13, 2013</td>
<td>1305134 *</td>
<td>10:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<tr>
<td>Wednesday, May 15, 2013</td>
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<td>2:42 PM</td>
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<tr>
<td>Thursday, May 16, 2013</td>
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<td>12:50 PM</td>
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<td>N</td>
<td>Residence</td>
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<tr>
<td>Friday, May 17, 2013</td>
<td>1305137 *</td>
<td>3:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, May 17, 2013</td>
<td>1305138 *</td>
<td>5:15 AM</td>
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<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, May 17, 2013</td>
<td>1305139 *</td>
<td>7:27 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 18, 2013</td>
<td>1305140 *</td>
<td>7:28 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
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<td>7:35 PM</td>
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<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, May 25, 2013</td>
<td>1305142 *</td>
<td>11:45 PM</td>
<td>Natural</td>
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<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, May 26, 2013</td>
<td>1305143 *</td>
<td>12:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, May 26, 2013</td>
<td>1305144 *</td>
<td>10:36 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, May 27, 2013</td>
<td>1305145 *</td>
<td>1:14 AM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Yard</td>
</tr>
<tr>
<td>Monday, May 27, 2013</td>
<td>1305146 *</td>
<td>9:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<tr>
<td>Tuesday, May 28, 2013</td>
<td>1305147</td>
<td>4:16 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<tr>
<td>Tuesday, May 28, 2013</td>
<td>1305148 *</td>
<td>7:41 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, May 29, 2013</td>
<td>1305149 *</td>
<td>12:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 81%

Autopsies
One (1) Autopsy was performed in the month of May.

Inquests
There were zero (0) inquests held during the month of May.

Statistics:

<table>
<thead>
<tr>
<th>Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths...........</td>
<td>149</td>
<td>141</td>
</tr>
<tr>
<td>Autopsies to Date...........</td>
<td>10</td>
<td>11</td>
</tr>
<tr>
<td>Toxicology Samples..........</td>
<td>8</td>
<td>15</td>
</tr>
<tr>
<td>Cremation Permits...........</td>
<td>75</td>
<td>68</td>
</tr>
<tr>
<td></td>
<td>FY 2013</td>
<td>FY 2012</td>
</tr>
<tr>
<td>----------------------</td>
<td>-----------</td>
<td>-----------</td>
</tr>
<tr>
<td>TOTAL DEATHS</td>
<td>149</td>
<td>141</td>
</tr>
<tr>
<td>NATURAL</td>
<td>144</td>
<td>126</td>
</tr>
<tr>
<td>ACCIDENT</td>
<td>3</td>
<td>10</td>
</tr>
<tr>
<td>VEHICLE</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>DRUGS/ALCOHOL</td>
<td>2</td>
<td>8</td>
</tr>
<tr>
<td>OTHER</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>SUICIDE</td>
<td>2</td>
<td>5</td>
</tr>
<tr>
<td>HOMICIDE</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>UNDETERMINED</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>TOTAL AUTOPSIES</td>
<td>11</td>
<td>11</td>
</tr>
<tr>
<td>TOTAL TOXICOLOGY</td>
<td>10</td>
<td>15</td>
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<tr>
<td>CREMATION PERMITS</td>
<td>75</td>
<td>68</td>
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<tr>
<td>CORONER'S INQUESTS</td>
<td>2</td>
<td>15</td>
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<tr>
<td>TRAINING/CONFERENCES</td>
<td>2</td>
<td>15</td>
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<tr>
<td>ATTENDED BY CORONER</td>
<td>2</td>
<td>9</td>
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<tr>
<td>CORONER PRESENTATIONS</td>
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<tr>
<td>GENERAL FUND REVENUE</td>
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<tr>
<td>GENERATED BY THE CORONER'S OFFICE</td>
<td>$0.00</td>
<td></td>
</tr>
<tr>
<td>REVENUE GENERATED FOR CORONER'S OFFICE USE</td>
<td>$2525</td>
<td></td>
</tr>
</tbody>
</table>
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 June 10, 2013

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

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich, Lynn Cullick, Vice-Chair Judy Gilmour and Jeff Wehrli
Absent: None
Also present: Senior Planner Angela Zubko, Interim PBZ Director Jeff Wilkins and Attorney Daniel Kramer

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

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from May 13, 2013. Amy Cesich seconed the motion. All
agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Amy Cesich made a motion to approve the expenditure report in the amount of $14,621.59 and forward it
onto the Finance Committee, Jeff Wehrli seconded the motion. All agreed and the motion was approved.

CITIZENS TO BE HEARD
There were no citizens to be heard at this time

PETITIONS
#13-13 Steven & Lori Seeler
Attorney Kramer introduced himself and stated the property is located near the southeast corner of Cherry
Road and Schlapp Road, about 1/5 mile east of Schlapp Road. The petitioner is looking to rezone about 3
acres of an 11.6 acre property in NaAuSay Township. Next to the western boundary there is a house right
close to the lot line and there is a story behind it that he will try to explain. What happened with all of the
other homes in the area is they all fell under different Kendall County ag allocation rules and this property is
zoned agricultural. This particular parcel was actually two different parcels, the western parcel was actually
under contract with the home to the west and the owner thought he was going to close on this property
about 8 or 9 years ago and the seller backed out last minute due to a lot of litigation and could not get control
of the property so the western neighbor did not get to purchase it. This is why the neighbor built his house so
close to the lot line as he thought he was going to own the parcel east of him and put nursery stock on it. The
eastern parcel was owned by a different owner, who ran DK Landscaping and due to the economy they lost
the property. The Seeler’s would like to build one single family home. He stated as proposed on the plat of
survey there is a proposed barn as the owners would like to have some horses. Mr. Kramer said they wanted
to be mindful of the close neighbor and put the barn at least 100’ from the neighbor. They have received
approval from the NaAuSay Township Plan Commission and have the township Board meeting on June 17th.
The Village of Plainfield has no objection to the proposed rezoning and we never heard from the Village of Oswego which the property is in their planning boundaries. The petitioner plans on leaving the existing tree coverage and planting some more trees and they will clean up the property as lots of concrete, railroad ties and previous landscaping waste was left on the property.

Planner Zubko added she recommends approval subject to the Township Board approval and the NRI fee is paid.

With no further suggestions or changes Jeff Wehrli made a motion with staff stated conditions, seconded by Lynn Cullick to approve petition 13-13 and forward the petition onto the next County Board meeting. All were in favor

#13-08 ZPAC Definition
Planner Zubko stated this text change is to allow any member of the PBZ Committee to attend the ZPAC meeting instead of just the PBZ Chair as the definition is currently worded. The Plan Commission suggested added language to include 1 vote out of the 5 PBZ members just for clarification. Mr. Gryder suggested changing the language to have the PBZ Chairman or his/her designee to attend the ZPAC meeting and therefore we can delete the language about 1 vote. Strike PBZ Chair... insert PBZ Chair and his/her designee and strike language about voting.

With no further suggestions or changes Lynn Cullick made a motion to approve petition 13-05, seconded by Jeff Wehrli to approve and forward the petition onto the next County Board meeting. All were in favor

OLD BUSINESS—
None

NEW BUSINESS
Discussion on possible Noise Ordinance- Ms. Gilmour stated it was not talked about at the Public Safety meeting tonight but Mr. Weis from the SAO is working on it and will be enforced though the Sheriff's office. Mr. Gryder stated she would like to discuss what type of residential districts we would like this possible ordinance to effect. Mr. Gryder talked to someone who lives in Boulder Hill and is really in favor of a noise ordinance and possibly discussion on weeds. Planner Zubko stated in Boulder Hill the township cuts the grass. Mr. Wilkins asked about liening the property for noise, he has hesitations about the property owner having a lien if they have renters. Mr. Gryder stated he is of the opinion it is part of the landlords issue. There was some discussion on liens. Also there was some discussion on Agricultural areas versus residential zoning and sizes of lots. The Committee is very interested in what the Sheriff's office and SAO comes up with.

PUBLIC COMMENT —
None

UPDATE ON HISTORIC PRESERVATION- There will be a meeting on Wednesday June 19th and the group will start getting ready for the fair in August. We are working with other Historic Preservation Commissions from the municipalities to help volunteer and man the booth.

PROJECT STATUS REPORT— Reviewed
PERMIT REPORT— Reviewed
REVENUE REPORT— Reviewed

6.10.13 PBZ Meeting Minutes
CORRESPONDENCE – None

EXECUTIVE SESSION - None

ADJOURNMENT- Next meeting will be on July 8, 2013
Jeff Wehrli made a motion to adjourn the meeting. Judy Gilmour seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:07 p.m.

Respectfully Submitted,
Angela L. Zubko
Senior Planner
ORDINANCE # 2013-______

AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE TO MODIFY THE DEFINITION OF THE ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)

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 May 28, 2013;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 3.02 Rules & Definitions- “Definitions” of the Kendall County Zoning Ordinance as provided:

SECTION 3.02 DEFINITIONS
ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC). An informal, strictly advisory committee and not a County Board committee comprised primarily of County staff and advisors. Membership includes, but is not limited to, representatives from the County Planning, Building and Zoning Department, the Highway Department, the Health Department, the Sheriff’s Department, Forest Preserve District, Soil and Water Conservation District, and the County Engineer or consultants. The PBZ Chair or his/her designee, as needed, from the Planning, Building and Zoning (PBZ) Committee shall serve on ZPAC.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 18th day of June, 2013.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
ORDINANCE NUMBER 2013-_______

MAP AMENDMENT FOR 3.0 ACRES OF A 11.6 ACRE PARCEL
Rezone from A-1 to R-1

WHEREAS, Steven & Lori Seeler, has filed a petition for a Map Amendment from A-1 to R-1, for part of property located on the south side of Cherry Road, approximately 0.15 miles east of Schlapp Road, in Section 3 of NaAuSay Township; and

WHEREAS, said property is identified with the tax identification numbers 06-03-300-007 & 06-03-300-010 and the part for rezoning is legally described below; and

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88°42'57" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1002.08 FT; THENCE SOUTH 01°17'03" EAST, 105.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01°17'03" EAST, 200.0 FEET; THENCE SOUTH 88°42'57" WEST, 60.0 FEET; THENCE SOUTH 01°17'03" EAST, 235.0 FEET; THENCE NORTH 88°42'57" 300.0 FEET; THENCE NORTH 01°17'03" WEST, 235.0 FEET; THENCE NORTH 88°42'57" EAST, 60.0 FEET; THENCE NORTH 01°17'03" WEST, 200.0 FEET; THENCE SOUTH 88°42'57" WEST, 300.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, the petitioner desires to rezone the 3.0 acre property to R-1 (Single Family Residential) in order to build a home on the parcel and keep the rest of the property as zoned A-1 Agricultural; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.F of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals on May 28, 2013; and

WHEREAS, the findings of fact were approved as follows:

Existing uses of property within the general area of the property in question. The current existing uses to the west are residential with lots ranging from 1 to 8 acres. The rezoning will be consistent with the general area and will not alter the overall principal uses of the property.

The Zoning classification of property within the general area of the property in question. The zoning classifications within the general area are currently R-1, R-2 and A-1.

The suitability of the property in question for the uses permitted under the existing zoning classification. The petitioners would like to rezone part of their property to R-1 in order to build a house. The property must be rezoned to build a home. A lot of this property is wooded.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in that area is agricultural with residential houses. The rezoning to R-1 should have little impact on
Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Land Resource Management Plan calls for this property to be Rural Residential which would be consistent with an R-1 zoning designation and the Village of Oswego also calls for this property to be residential.

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

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

IN WITNESS OF, this ordinance has been enacted on June 18, 2013.

Attest:

Debbie Gillette  John Shaw
Kendall County Clerk  Kendall County Board Chairman
ZONING PLAT OF
PART OF THE SOUTHWEST QUARTER OF SECTION 3, T36N—R8E, 3rd PM
NA-AU-SAY TOWNSHIP  KENDALL COUNTY  ILLINOIS

LEGAL DESCRIPTION OF PARENT TRACT:
The part of the Southwest Quarter of Section 3, T36N—R8E, 3rd PM, Kendall County, Illinois, described as follows:

LEGAL DESCRIPTION OF TRACT TO BE REZONED:
The part of the Southwest Quarter of Section 3, T36N—R8E, 3rd PM, Kendall County, Illinois, described as follows:

Soil Type (USDA/SCS—Kendall County, 1978)
Minutes of the Kendall County Public Safety Committee Meeting
Held Monday, June 10, 2013
1000 hours

Present were Board Members Judy Gilmour, Matt Prochaska and Amy Cesich. Also present were Commander Phil Smith, Coroner Ken Toftoy, EMA Director Joe Gillespie, and Facilities Management Director Jim Smiley. Members of the public present were Robert Welch and Dwight Baird.

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

Prochaska called for the KenCom Report. No report.

Prochaska called for the Coroner’s Report. Toftoy stated there were a total of 26 deaths for the month of May. Toftoy stated there was one autopsy performed and no inquests held for the month of May. Toftoy stated that he included with his report the semi-annual report for 2013. Toftoy stated in 1994, he started attending driver’s education classes at the high schools teaching students about drunk driving. He stated after the five teenagers were killed in Oswego in 2007, Dwight Baird and the Rotary Club along with the coroner’s office put together a presentation that is called Operation Impact and have been doing it for five years. Toftoy stated Brian Caldwell will be giving a 10-minute presentation to the county board on June 18th regarding Operation Impact. Prochaska asked for any questions. Cesich thanked Toftoy for providing her the on-call list for her.

Prochaska called for the EMA Report. Gillespie stated that flood recovery efforts throughout the county continued in May. Gillespie stated June 6th the county received great news from FEMA that the President declared the PA (Public Assistance). Gillespie stated we had roughly $1 million in claims and he feels that is going to grow, but we stand to get 75% of that back countywide. Gillespie stated he estimates that to be a 90-day process to get all the paperwork done and submitted. He stated the residential and business sides were declared much earlier in the month and as of right now, Kendall County has approximately 250 claims made with FEMA totaling over $.5 million, which FEMA has paid out for or given low-interest loans. Gillespie stated the deadline for filing is July 9th. Gillespie stated on May 9 he attended a Dresden HAB Meeting Update in Grundy County; on May 21st he attended the EMA monthly business meeting; on May 24th he attended an After Action Meeting; on May 29th Tracy Page attended the Kendall County Chief’s EMA subcommittee meeting and the Dresden Plan Review with FEMA in Grundy County. Gillespie stated he attended the Quarterly Region 3 meeting in McHenry County on May 30th. Gillespie stated they continued with siren testing, STARCOM testing and WSPY EAS testing the first Tuesday morning of May. Prochaska asked when the Exelon Drill was scheduled for. Gillespie stated August 21st.

Prochaska called for the Corrections Report. Smith stated that the reports were attached, of which the following statistics were included for the month of May: 330 new intake bookings on a total of 435 charges. They released 368 inmates on 517 charges and 114 inmates were held over from the previous month. They served 11,652 meals. They served an average number of 376
meals a day at a cost of $0.95 per meal. He stated we conducted 18 visitation days with 327 inmates seeing visitors. The Corrections Division logged 4,701 miles during the month and transported 98 inmates. The medical staff saw 239 inmates. Smith stated there were 27 video bond call days with 74 inmates. Smith also stated the Corrections Division housed 136 inmates for other jurisdictions within the month and billed out $103,980.00 for 1,733 days of confinement.

Prochaska called for the Operations Report. Smith stated that the reports were attached, of which the following statistics were included for the month of May: The Sheriff’s Office had 692 calls for service, 944 officer initiated activities, 389 police reports, 11 felonies, 91 misdemeanors, and 75 warrants for a total of 177 arrests. Smith continued that there were 836 traffic contacts, 485 traffic citations, 8 DUI arrests, no Zero Tolerance, 34 property damage accidents, 7 personal injury accidents, and no fatal accidents for a total of 41 accidents. The Operations Division drove 61,860 miles in the month of May. Smith stated that Auxiliary deputies logged 26.5 hours for the month of May. He stated the total number of cases assigned for Investigations/COPS Activities were 24 and there are currently 62 open cases.

Prochaska called for the Support Services Report. Smith stated that the reports were attached, of which the following statistics were included for the month of May: He stated that there were 131 papers served, 32 evictions scheduled with 17 cancelled, 49 Sheriff’s Sales, 121 FOIA requests filled. Smith stated there were 206 warrants issued for the month of May with 7 quashed and 71 served and 3,201 outstanding warrants. He continued that the total fees brought in by the Support Services were $60,549.22 for the month of May. Smith continued that Court Security had 16,445 entries, 6,010 articles x-rayed, 60 bond calls, 33 arrests, and 104 articles of contraband refused. Smith stated there was a total of 1,389.5 hours of training for the month of May. Smith stated there were no terminations, no resignations, one new hire Corrections Division deputy. Smith stated there was one incident of squad damage, squad versus deer. Smith stated there are still four Operations Division deputies out on workman’s compensation.

Smith stated the sheriff’s office conducted the physical agility testing for new hires and there are 37 applicants moving on to the written test for Corrections and 49 applicants moving on to the written test for Patrol.

Smiley stated he put a reminder out that there will be fire alarm testing the next couple days. Smiley stated they repaired the air conditioner in the EOC. He stated there was a bad compressor, so it was replaced.

Prochaska asked for Public Comment. None.

Prochaska asked for a motion to adjourn the meeting. Gilmour made a motion to adjourn the meeting, seconded by Cesich. All members present voted aye. The meeting was adjourned at 10:17 a.m.

Respectfully Submitted,
Lisa Bowen
Recording Secretary
I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 4:00 p.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick (4:06 p.m.) Judy Gilmour, Dan Koukol and John Purcell

Committee Members Absent: Elizabeth Flowers

Others present: Stan Laken, Jim Smiley, Jeff Wilkins, Glen Campos

III. APPROVAL OF MINUTES
A motion was made by Dan Koukol to approve the April 4, 2013 and May 2, 2013 meeting minutes, second by John Purcell. With all voting aye, the motion carried.

IV. PUBLIC COMMENT- None

V. REPORTS

A. Insurance Benefits Update/CBIZ – Jim Pajauskas distributed an analysis of the year over year of the renewals for the last seven years. Mr. Pajauskas explained the analysis and the increase in cost based on the increase of participants. Discussion on the various insurance plans offered, updates that the County has not implemented, and on savings that could apply to the County with some plan changes to the health insurance offered to County employees.

Mr. Pajauskas stated that the sooner the County makes changes to the benefits, it will decrease the insurance every single year following because it will lower the insurance premiums and then each year there is an increase it will be based on a lower dollar amount, giving the County exponential savings.

Mr. Pajauskas provided an update on the Affordable Care Act, and has provided information to Jeff Wilkins and Glen Campos on the regulation of the October 1, 2013 notice of the exchanges that will become available and when employees must be notified. More information will be forthcoming on the networks, carriers, plans, providers, etc.

Mr. Pajauskas stated there have been a number of employees that have requested some type of Vision Care benefit. Mr. Pajauskas said that a plan could be offered as...
a voluntary benefit at full cost to the employee, but at no cost to the County. Mr. Pajauskas will explore the options and provide information at the next meeting.

Mr. Pajauskas said he would like committee approval to research the benefit of moving the insurance renewal date from December 1st to January 1st each year to coincide with open enrollment. The committee was in agreement for Mr. Pajauskas to explore and report back at a future meeting.

Discussion on CHC, the Wellness Provider that has provided the Onsite Wellness Screenings annually in the County. Mr. Pajauskas stated that due to the Affordable Care Act, these organizations are changing policies and will no longer cover HMO policy participants at onsite screenings, but will charge $135 for them to participate in the screening. There would continue to be no charge to PPO participants. Issue tabled on making a decision until the next committee meeting.

B. Technology Director – Stan Laken provided information on County’s that offer audio only, video and live broadcast of their County Board meetings, and how Kendall County relates to those counties with audio and video recording availability.

Mr. Laken stated they have drafted a proposal of the cost for equipment, installation and use of a video recording system, at a one-time purchase cost of approximately $3400 for this system. Mr. Laken provide additional information at the next committee meeting.

Mr. Laken informed the committee of technology’s research on software for managing volunteer hours for various offices in the County where volunteers are utilized. Mr. Laken will report findings at a future committee meeting.

C. County Administrator - Jeff Wilkins reported on the Mayors Managers meeting on Wednesday, June 5, 2013 at the ECOC in the basement of the Public Safety Center. Mr. Wilkins said that EMA information needs to be more visible on the County website, possibly under an alerts section on the homepage.

Mr. Wilkins briefed the committee on the CMAP Local Technical Assistance Programs available. Mr. Wilkins said that he will be submitting an application for the County by the June 24, 2013 deadline.

Mr. Wilkins reviewed the Monthly Administration/HR Summary Report with the committee, and explained the reasoning for the significant increase in the Check Register from April to May. Mr. Wilkins said 75% of that expense was to pay for wages for an employee off for workers compensation.

Mr. Wilkins said there will probably be over budget in the Educational Reimbursement account this year. Ms. Gilmour asked Mr. Wilkins to do a comparison of what other counties offer to their employees for educational reimbursement. Mr. Wilkins said HR will conduct a survey of other counties asking
what is offered, parameters of how reimbursement is paid and when an employee is reimbursed.

VI. OLD BUSINESS - None

VII. NEW BUSINESS

A. Proposed Revision to County Website Transparency Policy – Jeff Wilkins reviewed the proposed addition of item number 11 Appointed Committees, Commissions and Boards. Discussion on the need for this information available. Motion by Lynn Cullick to change the item to read "The County website shall include a list of all committees, commissions, and boards appointed in full or in part by the Chairman of the County Board". There was no second to the motion, therefore the motion died.

B. Resolution Adopting the Kendall County Identity Protection Policy – Mr. Wilkins said this document was prepared by the State’s Attorney’s office according to statute. Motion made by John Purcell, second by Lynn Cullick to forward the item to the County Board for approval. With all voting aye, the motion carried.

C. Review suggested menu for Annual Employee Picnic- Discussion on the menu for the County Employee Picnic. Dan Koukol made a motion to adopt Menu E - Catering by Jeff as the selected menu for the Employee Appreciation picnic. No second, therefore the motion died.

John Purcell made a motion to select Menu B from Upper Crust Catering, second by Judy Gilmour. Motion carried with a 3-1 vote of aye. (Purcell – aye, Gilmour – aye, Cullick – aye, Koukol – nay).

VIII. ACTION ITEMS FOR COUNTY BOARD

- Resolution Adopting the Kendall County Identity Protection Policy

IX. EXECUTIVE SESSION – None

X. PUBLIC COMMENT - None

XI. ADJOURNMENT

Dan Koukol moved to adjourn the meeting at 5:40 p.m., Lynn Cullick seconded the motion. The motion was unanimously approved by a voice vote.

There will be no Admin/HR Committee meeting in July 2013.

The next meeting will be August 1, 2013.

Respectfully Submitted,
Valarie McClain
Recording Secretary
WHEREAS, the County of Kendall, Illinois (hereinafter referred to as "County") is a duly organized unit of local government existing within the State of Illinois;

WHEREAS, the County is subject to the terms of the Illinois Identity Protection Act (hereinafter referred to as "the Act"), 5 ILCS 179/1 et seq., as amended from time to time;

WHEREAS, the Act mandates that all units of local government and public employees must adopt a policy regarding the collection, use, and disclosure of individual’s Social Security numbers;

WHEREAS, improper disclosure of protected personal identifiers such as social security numbers contributes to identity theft or theft of savings incidents;

WHEREAS, the Kendall County Board hereby determines that it is in the best interest of the County to adopt an identity protection policy pursuant to the Act, which prevents the unnecessary, improper, or inadvertent disclosure of an individual’s Social Security number.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, AS FOLLOWS:

Section 1. Recitals. The foregoing recitals shall hereby be incorporated into and made a part of this Resolution as it fully set forth in this Section 1.

Section 2. Approval and Adoption of Policy Relating to Social Security Numbers. In order to establish a policy and rules for the County’s collection, use, and communication of Social Security numbers in compliance with the Act, the County Board hereby approves and adopts the Identity Protection Policy attached hereto as Exhibit A. Said policy may be subject to amendment from time-to-time as deemed necessary to maintain compliance with the Act.

Section 3. Severability. If any provision of this Resolution or the attached Identity Protection Policy is held to be invalid or unenforceable, it shall not affect any other provision of the Resolution or the attached Identity Protection Policy.

Section 4. Conflicting Provision. All prior ordinances, resolutions, motions, or orders in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Publication and Effective Date. This Resolution and the attached Identity Protection Policy shall be in full force and effect immediately upon its passage and approval as provided by law. Within thirty (30) calendar days after approval of this Resolution, the County Board shall file this Resolution and the attached Identity Protection Policy with the Kendall County Clerk. The County shall also advise its employees of the existence of the Identity Protection Policy and make a copy of the policy available to each of its employees and to any member of the public, upon request.

PASSED by the Kendall County Board this 18th day of June, 2013.

John Shaw, Kendall County Board Chairman

ATTEST: 
Debbie Gillette, County Clerk
KENDALL COUNTY, ILLINOIS
IDENTITY-PROTECTION POLICY

Kendall County, Illinois ("Kendall County") adopts this Identity-Protection Policy pursuant to the Identity Protection Act. 5 ILCS 179/1 et seq. The Identity Protection Act requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy to ensure the confidentiality and integrity of Social Security numbers (SSNs) agencies collect, maintain, and use.

SSN Protections Pursuant to State Law

Whenever an individual is asked to provide Kendall County with a SSN, Kendall County shall provide that individual with a statement of the purpose or purposes for which Kendall County is collecting and using the Social Security number. Kendall County shall also provide the statement of purpose upon request. That Statement of Purpose is attached to this Policy.

Kendall County shall not:

1) Publicly post or publicly display in any manner an individual’s SSN. “Publicly post” or “publicly display” means to intentionally communicate or otherwise intentionally make available to the general public.

2) Print an individual’s SSN on any card required for the individual to access products or services provided by the person or entity.

3) Require an individual to transmit a SSN over the Internet, unless the connection is secure or the SSN is encrypted.

4) Print an individual’s SSN on any materials that are mailed to the individual, through the U.S. Postal Service, any private mail service, electronic mail, or any similar method of delivery, unless State or federal law requires the SSN to be on the document to be mailed. SSNs may be included in applications and forms sent by mail, including, but not limited to, any material mailed in connection with the administration of the Unemployment Insurance Act, any material mailed in connection with any tax administered by the Department of Revenue, and documents sent as part of an application or enrollment process or to establish, amend, or terminate an account, contract, or policy or to confirm the accuracy of the SSN. A SSN that is permissibly mailed will not be printed, in whole or in part, on a postcard or othermailer that does not require an envelope or be visible on an envelope without the envelope having been opened.
In addition, Kendall County shall not:

1) Collect, use, or disclose a SSN from an individual, unless:
   i. required to do so under State or federal law, rules, or regulations, or the collection, use, or disclosure of the SSN is otherwise necessary for the performance of Kendall County's duties and responsibilities;
   ii. the need and purpose for the SSN is documented before collection of the SSN; and
   iii. the SSN collected is relevant to the documented need and purpose.

2) Require an individual to use his or her SSN to access an Internet website.

3) Use the SSN for any purpose other than the purpose for which it was collected.

**Requirement to Redact SSNs**

Kendall County shall comply with the provisions of any other State law with respect to allowing the public inspection and copying of information or documents containing all or any portion of an individual's SSN. Kendall County shall redact SSNs from the information or documents before allowing the public inspection or copying of the information or documents.

When collecting SSNs, Kendall County shall request each SSN in a manner that makes the SSN easily redacted if required to be released as part of a public records request. "Redact" means to alter or truncate data so that no more than five sequential digits of a SSN are accessible as part of personal information.

**Employee Access to Social Security Numbers**

Only employees who are required to use or handle information or documents that contain SSNs will have access. All employees who have access to SSNs are trained to protect the confidentiality of SSNs. Training shall include instructions on the proper handling of information that contains SSNs from the time of collection through the destruction of the information.

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1 These prohibitions do not apply in the following circumstances:

1. The disclosure of SSNs to agents, employees, contractors, or subcontractors of a governmental entity or disclosure by a governmental entity to another governmental entity or its agents, employees, contractors, or subcontractors if disclosure is necessary in order for the entity to perform its duties and responsibilities; and, if disclosing to a contractor or subcontractor, prior to such disclosure, the governmental entity must first receive from the contractor or subcontractor a copy of the contractor's or subcontractor's policy that sets forth how the requirements imposed under this Act on a governmental entity to protect an individual's SSN will be achieved.

2. The disclosure of SSNs pursuant to a court order, warrant, or subpoena.

3. The collection, use, or disclosure of SSNs in order to ensure the safety of: State and local government employees; persons committed to correctional facilities, local jails, and other law-enforcement facilities or retention centers; wards of the State; and all persons working in or visiting a State or local government agency facility.

4. The collection, use, or disclosure of SSNs for internal verification or administrative purposes.

5. The disclosure of SSNs to any entity for the collection of delinquent child support or of any State debt or to a governmental agency to assist with an investigation or the prevention of fraud.

6. The collection or use of SSNs to investigate or prevent fraud, to conduct background checks, to collect a debt, to obtain a credit report from a consumer reporting agency under the federal Fair Credit Reporting Act, to undertake any permissible purpose that is enumerated under the federal Gramm Leach Bliley Act, or to locate a missing person, a lost relative, or a person who is due a benefit, such as a pension benefit or an unclaimed property benefit.
STATEMENT OF PURPOSE FOR
COLLECTION OF SOCIAL SECURITY NUMBERS

The Identity Protection Act, 5 ILCS 179/1, et seq., requires each local and State government agency to draft, approve, and implement an Identity-Protection Policy that includes a statement of the purpose or purposes for which the agency is collecting and using an individual’s Social Security number (SSN). This statement of purpose is being provided to you because you have been asked by Kendall County to provide your SSN or because you requested a copy of this statement.

Why Do We Collect Your SSN?

You are being asked for your SSN for one or more of the following reasons:
- The SSN is included in mortgage documents;
- The SSN is included in a lien filed against a piece of property;
- The SSN is included in other property records filed with the County;
- Vital records;
- Criminal background checks and internal verification;
- Billing purposes;
- Complaint mediation or investigation;
- Vendor services, such as executing contracts and/or billing;
- Internal verification;
- Administrative services; and/or
- Other: ____________________________________________________________

What Do We Do With Your SSN?

- We will only use your SSN for the purpose for which it was collected.
- We will not:
  - Sell, lease, loan, trade, or rent your SSN to a third party for any purpose;
  - Publicly post or publicly display your SSN;
  - Print your SSN on any card required for you to access our services;
  - Require you to transmit your SSN over the Internet, unless the connection is secure or your SSN is encrypted; or
  - Print your SSN on any materials that are mailed to you, unless State or Federal law requires that number to be on documents mailed to you, or unless we are confirming the accuracy of your SSN.

Questions Or Complaints About This Statement Of Purpose?

Please submit your questions or complaints in writing to: Kendall County, Illinois, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Yorkville, IL 60560.
DATE: June 11, 2013
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Matt Prochaska & Amy Cesich
STAFF PRESENT: Fran Klaas, Andy Myers, Ginger Gates & Angela Zubko
ALSO PRESENT: PJ Fitzpatrick, Luke Cesich & Jacob Medgyesi

The committee meeting convened at 4:04 P.M. with roll call of Committee members and introduction of guests. All committee members present. Quorum established.

Motion Wehrli; 2nd Gilmour to approve the agenda with Citizens to be Heard moved up before Executive Session. Motion carried unanimously.

Jacob Medgyesi asked the Committee to consider his request to install another private entrance at 16573 Galena Road in unincorporated Little Rock. He has an existing entrance; but wants another one about 50' east of his neighbor to the west to create a horseshoe-type driveway, making it easier to get in and out of his property and provide access to his pole building. He is currently backing into his existing driveway when he is pulling a trailer. The proposed access would not conform to the County’s Access Regulation Ordinance. The Committee considered the request, but was not inclined to grant a variance because of the close proximity to all the private entrances at this location. Wehrli suggested that Mr. Medgyesi could perhaps extend his driveway to the north, allowing him to pull off Galena Road and then back into his pole building.

There are two Executive Session Minutes to be reviewed. Klaas recommended that they be released because the discussion involved acquisition of properties along Eldamain Road north of Menards. Those acquisitions have been completed and there is no longer a reason to hold the minutes. Koukol requested that this matter be placed on the July agenda so that the Committee would have time to review the minutes.

Kendall County does not yet have a copy of the signed IGA with City of Plano regarding the proposed roundabout at Little Rock Road and Creek Road intersection. This matter will be put on the July agenda for action. Cesich requested more information on the pros and cons of the proposed roundabout. She has had some questions from constituents about the proposed project.

The IGA with Oswegoland Park District regarding the expenditure of Transportation Alternatives Program (TAP) funds was presented to the Committee. OPD has executed the Agreement and it is ready to go before the County Board. Motion Wehrli; 2nd Prochaska to recommend approval of the IGA to the County Board. Motion approved unanimously.

Koukol reported that he inspected traffic signals and road improvements with Andy Myers.

Gilmour had received a call from a citizen who was concerned about the proposed reconstruction of Townhall Road as part of the Route 47 reconstruction, and was wondering why Townhall Road would need to be completely reconstructed so far back from Route 47. Klaas reported that
he had discussed this matter with Linda Fosen, a resident of Townhall Road, and then with IDOT, and he could not explain why they were continuing to pursue the reconstruction, which he believed to be a waste of time and money. IDOT's reasoning was that they were attempting to apply federal policies uniformly to all side-street intersections with Route 47. But the Committee and the County Engineer believed that there was really no reason to spend money on Townhall Road improvements, considering that it is a dead end road with only 3 homes. Wehrli suggested that Committee Members get hold of local legislators to express their concerns about this matter. Koukol also had questions about the reconstruction of Route 47 south of Route 52, and how it would impact the property owner(s) on the east side of Route 47.

Wehrli reported that Wolf Road in Oswego is now open to traffic. Klaas reported that River Road Bridge may be open to traffic by July 4th.

Gilmour asked about progress on the mitigation of the buried fuel tank site here at the Highway Department. Klaas reported that Huff & Huff had submitted the 20-Day Report to the IEPA, and the 45-Day Report was being submitted to IEPA. There are contaminated soils still remaining at this site, but they are of a nature that they may be allowed to remain as the final mitigation. Talks are ongoing with the IEPA.

Motion Prochaska; second Wehrli to forward Highway Department bills totaling $195,465.56 to the Finance Committee for approval. Roll call. All in favor. Motion carried.

The Committee congratulated Ginger Gates on her 40 years of employment with Kendall County.

Meeting adjourned at approximately 5:45 PM.

Respectfully submitted,

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

ACTION ITEMS

1. IGA w/ Oswegoland Park District not-to-exceed $10,000 of TAP Funds.
INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE OSWEGOLAND PARK DISTRICT TO CONSTRUCT SIDEWALKS AND MULTI-USE TRAILS IN THE OSWEGOLAND PARK DISTRICT, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Oswegoland Park District (the "Grantee"), a body corporate and politic of the State of Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the "parties") are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and
WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, 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; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 et seq.) and the Illinois 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, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (“KC-TAP”), which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

WHEREAS, on or about December 18, 2012, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks between Plainfield Road and Prairie Point Trail within Grantee District’s limits. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on March 19, 2013; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of Oswego and Kendall County; and
WHEREAS, Kendall County and Grantee wish to enter into this agreement wherein Kendall County will grant moneys to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee’s application for funds and drawings, which are attached to this agreement as Exhibit A and incorporated by reference; and

WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than $50,000 in KC-TAP Funds per fiscal year; and

WHEREAS, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;

2. Kendall County’s Obligations:
   a. Kendall County agrees to grant $10,000.00 in Fiscal Year 2013 (December 1, 2012 to November 30, 2013) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of the Grant, which shall not exceed $10,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project’s costs, then the County shall, in its sole discretion, choose to reimburse an amount below $10,000.00 and equal to 50% of the Project’s costs;

d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee’s final request for reimbursement and the necessary supporting documentation supporting the request;

e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.

3. Grantee’s Obligations:

a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee’s application;

b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee.
as part of the KC-TAP application process. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;

(c) At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;

(d) Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

(i) The Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act and (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and
liabilities incurred for Grantee’s, contractors’ and/or subcontractors’ violations of the Prevailing Wage Act.

ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. (“Employment Act”).

iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 et seq.

v. The Illinois Human Rights Act, Title VI of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.

e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;
f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act);

g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third-parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;

h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless Kendall County, including Kendall County’s past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which Kendall County, its past, present and future board members,
elected officials, insurers, employees, and/or agents may hereafter sustain, incur
or be required to pay relating to, or arising in any manner out of the use,
ownership, construction, maintenance, repair, replacement and/or condition of the
subject facilities built during this Project, or claims, liabilities, obligations, losses,
penalties, fines, damages, and expenses and costs relating to and arising in any
manner out of Grantee and Grantee’s Contractors and Subcontractors
construction of this Project or Grantee’s alleged failure to perform its obligations
pursuant to this Agreement. Any attorney representing Kendall County shall be
approved by the Kendall County State’s Attorney and shall be appointed a Special
Assistant State’s Attorney, as provided in 55 ILC 5/3-9005. Kendall County’s
participation in its defense shall not remove Grantee’s duty to indemnify, defend
and hold Kendall County harmless, as set forth above;

i. Grantee understands and agrees that construction of the Project must begin within
24 months of signature of this Agreement by the Kendall County Board. If the
subject project does not begin construction within 24 months, Grantee will be in
default of this Agreement and at that time the Agreement, as well as any
obligations by Kendall County, shall immediately cease and be considered null
and void with no further obligation upon Kendall County to provide the Grant
funding as described above;

j. Grantee understands that Construction of the Project must be completed and a
request for reimbursement must be submitted to the County within 60 months
after the signature of this Agreement. If Grantee is unable to complete the Project
and seek reimbursement within that time, Grantee will be in default of this
Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

k. If Grantee is unable to begin construction of the Project within 24 months after the parties’ execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties’ execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Kendall County retains sole discretion whether to approve Grantee’s request for an extension of time;

l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee’s compliance with the terms of this Agreement;
m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);

o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party,
other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County:  
County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois  60560  

With copy to:  
Kendall County State’s Attorney  
807 John Street,  
Yorkville, Illinois, 60560  

If to the Grantee:  
Executive Director  
Oswegoland Park District  
313 E. Washington  
Oswego IL 60543  

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

7. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such
manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby;

8. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement;

9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

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

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee has the right to terminate the Agreement upon providing thirty (30) days written notice to Kendall County. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;

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

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government of the State of Illinois

By: ________________________________
    Chair, Kendall County Board

Date: ________________________________

Attest: ________________________________
    County Clerk

Oswegoland Park District, Kendall County, Illinois, a body corporate and politic of the State of Illinois

By: ________________________________
    President of Oswegoland Park District Board of Commissioners

Date: 5/20/2013

Attest: ________________________________
    Board Secretary
December 18, 2012

Mr. Francis C. Klaas, P.E.
Kendall County Engineer
Kendall County Highway Department
6780 Rte. 47
Yorkville, IL 60560

Re: Transportation Alternatives Program
Grant Application

Dear Fran:

The Oswegoland Park District would like to submit this application for funding through the Kendall County Transportation Alternatives Program (KC-TAP).

As you know, IDOT is widening Rt. 71 in 2013 and improvements to Plainfield Road (in front of our Prairie Point office) are included in the plans. Along with turn lanes and intersection improvements, IDOT’s plans include construction of a new sidewalk along Plainfield Road from Grove Road to the end of the project area. We are proposing to construct a concrete walk from the end of this new sidewalk to connect with the Prairie Point Trail in Prairie Point Community Park. Our project would also include a 15’ footbridge spanning the drainage swale.

Currently there is sidewalk from Rt. 71 to the front of our building. In order to continue southeast, pedestrians and bicyclists must use the shoulder on Plainfield Road. This is a very busy street, and our proposed walk will get pedestrians off the street and safely to Prairie Point Trail where they can connect to the community park, Prairie Point Elementary School, the Grove Road Trail, and the path along Wooley Road to Traughber Jr. High.

Conversely, it will also provide a safe route for the residents of the subdivisions south of Prairie Point that have access to the Grove Road Trail and Prairie Point Trail to continue along the sidewalk to downtown Oswego, the library, post office, Oswego High School, parks, etc.

This project is part of our “Park/Open Space and Trail System Plan”. A copy of the plan and close up of the project area are enclosed. I have also included a location map, concept plan exhibit, footbridge and sidewalk construction drawings, construction timeline, cost estimate and contact information.
We feel this project is an ideal candidate for funding through your new Transportation Alternatives Program. Not only does this connection provide a safe corridor for pedestrians and bicyclists, but it will open up pedestrian access to all the trails, paths and sidewalks throughout the Park District.

Thank you for the opportunity to submit our application. If you have any questions, or need more information, please do not hesitate to contact me.

Sincerely,

[Signature]

Grant A. Casleton, PLA, ASLA
Director of Planning & Development

GAC/nh
encs.
cc: Rich Zielke
PLAINFIELD ROAD SIDEWALK CONNECTION TO PRAIRIE POINT TRAIL
KC-TAP APPLICATION

LEGEND
- - - PP CONNECTION
- - GROVE ROAD TRAIL
- - - PRAIRIE POINT TRAIL
OSWEGOLAND PARK DISTRICT
KC-TAP APPLICATION
CONNECT SIDEWALK TO PRAIRIE POINT TRAIL
Facilities Committee Minutes  
June 3, 2013

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

1) Roll Call - Chairman Koukol asked for a roll call attendance. Present were Chairman Koukol, Members Prochaska, Wehrli, Cullick and Vice-Chair Gilmour. Enough members were present to form a quorum of the committee. Facilities Management Director Smiley and David Berault (SAO) were also present.

2) Approval of the May meeting minutes - Chairman Koukol asked for a motion to approve the May committee minutes. Member Wehrli motioned to approve the minutes Vice-Chair Gilmour 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.

OLD BUSINESS/PROJECTS

1) States Attorney Question & Answer on Trane Contract Review
   - Dan Koukol asked David Berault to come to this meeting to explain the process the SAO went through in approving Trane to be a sole source for equipment for the COB H.V.A.C. project.

   Report from meeting
   David Berault cautioned the members on the types of questions they would be asking in this public meeting since the State’s Attorney’s office advises board members as part of their normal duties. The main question asked was how we could determine Trane to be okay as a sole source for the equipment on the H.V.A.C. project. David read the state statute pertaining to the County Board having the ability to proclaim a project to be okay to do as a sole sourced project. A 15 minute recess was started at 3:55p.m. The meeting was restarted at 4:10p.m. Chairman Koukol took an informal poll of the committee members to see if they would support taking this to the entire board. A majority of the committee members said no.

   Item completed.

2) FGM Contract Approval to Develop Specifications to Replace Roof at COB in the amount of $10,000.00.
   - The contract FGM provided was based on the same contract that was approved for the KenCom project with FGM a couple of years ago. FGM estimates the roof cost $121,000.00 plus a 10% contingency if we desire to have one. FGM’s fee is shown as $10,000.00 for their work on this project. The SAO has reviewed and their proposed changes have been sent to FGM.

   Report from meeting
   Jim was directed to ask FGM to revise their contract to include the H.V.A.C. and Generator projects. Then bring that back to the committee to review.

   Item complete.

3) Generator Repairs Needed

4) The repair initial was done on Saturday, June 1, 2013. We had issues with the generator output breaker not being able to be reset when restarting the unit. So, we found a breaker that would work and had it installed to maintain the ability to provide backup generator service at this site.

5) Health & Human Services Sound System Addition
   - The system was purchased by the Health department.
   - KCFM staff is currently installing speakers and wiring to connect them to the system.

6) PSC Jail Dishwasher Lease Approval in the amount of $234.95 per month, $2,819.40 per year for two (2) years.
   - Jim is working on the lease with the States Attorney’s Office and Ecolab. Jim plans to have the lease agreement completed on the agenda to be approved at the next County Board meeting.

OLD BUSINESS/PROJECTS

7) Health & Human Services (HHS) Card Access and Camera Additions
   - Amaal Tokars approved the card access additions to the facility. Jim Smiley arranged to have the new door strikes added on May 30, 2013. KCFM staff installed the new door handles during the week of May 27, 2013.
   - Jim is working to make a recommendation for the cameras to be added.

8) Planned Tornado Alert Test
   - Stan Laken and Jim Smiley conducted an announced test of the emergency alert system on Friday, May 10, 2013, at 3:30p.m. The test was verified to be seen on computer screens and to be heard on overhead paging speakers and telephone sets in all facilities.

   - Project Complete.
OLD BUSINESS/PROJECTS CONTINUED

9) Schindler Elevator Contract Maintenance Approval in the amount $500.00 per month, $6,000.00 per year
   - This is on the County Board agenda to be voted on at the June 4, 2013 meeting.

10) COB South Entrance Handicap Signage
   - The temporary sign was installed several weeks ago.

Report from meeting
The committee directed Jim to leave the temporary sign in place as it is easy to move around if needed. Project Complete.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   - Report from Chairman Koukol.

Report from meeting
Dan reported the brick walkways at the Historic Courthouse have been started. Chairman Koukol also polled the committee members to see if they had listened to the audio of county board meetings. Committee members said they were aware the audio was on the county website but had not listened to it.

2) Landscaping Repairs Projects
   - The Finance Committee approved KCFM use the money earmarked for purchasing a dishwasher for the Public Safety Center. The committee also approved reallocating the already approved KCFM Capital budget to be redistributed to fund these safety and flood related repairs. This reallocation results in a net $0.00 change in what was already approved. The Kendall County Board also approved these changes at their last meeting. Jim signed the contracts and the vendor is putting a schedule together to complete the projects. They started working at the Historic Courthouse today.

3) PSC Duct Cleaning
   - Jim signed the contract to complete the one eight unit jail pod as proposed.
   - KCFM hopes this area is completed by the next FM Committee meeting in July.

Report from meeting
Chairman Koukol told Jim to let him know when the work was to begin. Dan wants to see how they plan to perform the work and offer ideas on how to do it if needed.

4) A/C Compressor Failure in the EOC
   - The compressor failed over the winter. Jim had the compressor replaced on May 29, 2013.
   - Total cost for the repair was $2,658.00. Project complete.

5) Fire Department Review of the HHS Lobby
   - Amaal Tokars expressed concerns to Jim about whether the HHS lobby meets Fire Department codes in the event the exit doors were blocked, since they have a secured lobby. Inspector Torrence said that he does not see any issues with the lobby setup. Jim notified Dr. Tokars on the successful results of the BKFD tour. Project complete.

6) ROE Testing Center Cost Review and ROE proposed share of costs
   - Chris Mehochko came back to Jim a couple of weeks ago to confirm that he is planning to setup the testing area. This will require additional electric and construction to be done to be able to setup the testing area and accommodate handicapped access to the testing area. The ROE also wants to add a door to keep people in the testing area from being able to walk into their main office unescorted. Jim anticipates the remodeling cost to be $6,000.00. This includes KCFM staff to be doing the electrical work. Chris said that he budgeted to spend $2,500.00 on remodeling and is asking Kendall County to fund the remaining costs.

Report from meeting
Jim presented a drawing and emails from Chris Mehochko explaining why this needs to be done. Member Wehrli said that we need to give the ROE useable office space. But was not sure it was our duty to make changes to it for a project being imitated by the ROE. Jim said he agreed with Chris’s assessment that improving the space benefits Kendall County also by making the area more accessible. Chairman Koukol feels this should go to the Finance Committee for direction and funding and asked for a motion. Member Cullick made a motion to send this to the next Finance committee meeting. Member Wehrli seconded the motion. All members voted aye via a voice vote. Motion approved.
NEW BUSINESS/PROJECTS CONTINUED

7) Annex facility repairs needed

- Recently Jim had to replace the wooden overhead door due to it rotting out. Since it currently looks like we are going to keep the building in place for the foreseeable future additional repairs need to be done. The building needs to be caulked, painted and stained. A man door needs to be replaced. Rotted wood by the roof line needs to be replaced. Jim received a quote for all of the work to be done after KCFM pressure washes the building. The quoted cost is $5,400.00. Jim is looking for direction on these unbudgeted repairs.

Report from meeting
Jim said the building is slated to be torn down if or when we decide expansion of the COB is needed. However, currently it looks like that could be ten years out. Jim also said structurally the building is built very well as it used to house an equipment repair company. Committee members agreed the building needs to stay and need to be repaired for the foreseeable future. Jim said he had not budgeted for this much work to be done but currently his budget looks okay. Consensus of the committee was to go forward with the repairs and painting. Jim said he would notify the Finance committee if the budget looks to go over at a future date. Committee members discussed what color to paint the facility. Consensus was to paint it a different color but to keep it a lighter shade so it would not fade. Chairman Koukol said he would get together with Jim to decide a color.

EXECUTIVE SESSION
Not Needed.

ADJOURNMENT
Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 5:04 p.m. Member Wehrli 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 5:04p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Dishmachine Lease Agreement

THIS AGREEMENT is between Ecolab Inc. (“Ecolab”), and

__________________________

(Business/Account Name)

__________________________

(Print Complete Corporate Name) (Street Address, City, State)

__________________________

(Phone #) (Fax #) (Email)

Delivery address (if different from account address):

__________________________

Address where Equipment will be located (if not account or delivery addresses):

__________________________

Order Type: Change of Owner Pricing Program: Flexrate PO Number: ______________________

__________________________

Contact Name: ______________________ Ph Num: ______________________

Contact name: ______________________ Contract Number: ______________________

Old Owner Account #: ______________________ New Owner Start Date: ______________________

Dishmachine Serial Number: ______________________

1. EQUIPMENT. Ecolab will provide:

(a) Dishmachine Equipment:

Style of Machine: ______________________ Machine Model: ______________________

(b) Optional Equipment:

Booster: None

(c) Parts and Service. Parts and service to maintain the Equipment in good working condition.

2. PAYMENT. In consideration of Ecolab leasing to Customer the warewashing and other equipment identified above (the "Equipment"), Customer agrees to make the following payments and purchases:

(a) Delivery, Installation & Program Start-up Fee: $ __________ (payable upon Customer signature); and

(b) Base Rate: A base lease rate of $ __________ for each monthly service period (payable in advance); and

(c) Minimum Product Purchases: Customer also agrees to purchase a monthly minimum of $ __________

(the “Monthly Minimum”) of Ecolab Institutional chemical products (“Products”) from Ecolab or an approved distributor. Neither the start-up fee (if any) nor base lease rate apply towards this requirement. If Customer’s average monthly purchases with respect to two consecutive months are less than the Monthly Minimum, Ecolab may charge the customer an adjustment charge. This adjustment charge is equal to the Monthly Minimum (stated above) less the actual purchases of Ecolab products those months the product purchases did not meet the Monthly Minimum.

(d) The price for the Products and payment terms will be as agreed and stated on each invoice.

Customer has read and understood PAYMENT terms ______________________

Customer Initials ______________________

3. TERM: This Agreement will continue for _______ year(s) beginning on the day the Equipment is delivered (the “Initial Term”).

Customer Initials ______________________
4. **TERMINATION.** Either party may terminate this Agreement at any time if the other party has materially breached this Agreement and fails to cure that breach within thirty (30) calendar days of receiving written notice. No additional penalties and/or early termination charges shall be required upon termination of this Agreement.

**Customer has read and understood TERMINATION terms**

Remit 30 day notice to Ecolab: earlyleasecancells@ecolab.com or fax 651-204-3592 or to Customer: Kendall County, Illinois, attention: Facilities Management Director, 804 W. John Street, Yorkville, Illinois 60560 or fax 630-553-4125.

5. **NOTICE OF CHANGES.** The prices under this Agreement will remain in effect for the term of the Agreement. Where applicable, Customer must pay any sales tax and any personal property taxes levied upon the Equipment.

6. **LOSS AND DAMAGE.** Customer is responsible for any loss, damage, theft, or destruction of the Equipment while on Customer's premises and beyond Ecolab's control. In addition, Customer is responsible for any damage or destruction caused by the removal of the Equipment by another person or entity other than Ecolab. Customer shall not be responsible for any loss, damage, theft, or destruction of the Equipment that is caused by Ecolab, its officers, employees or agents. If requested, Ecolab agrees to provide Customer with documentation to verify the actual cost for repair or replacement of the Equipment.

7. **DELIVERY.** Delivery will be at Customer's request or as soon thereafter as is practicable. Customer must provide plumbing and electrical hookups and any and all required governmental permits. Customer will provide all utilities (including, without limitation, electricity, 140 degree F hot water and maintain water hardness no higher than 8 grains per gallon) necessary to operate the Equipment.

8. **DEFAULT.** Either party will be in default under this Agreement if the party fails to comply with any terms of this Agreement (time being of the essence). Customer will be in default under this Agreement if Customer moves the Equipment without Ecolab's prior consent, the Equipment is substantially damaged or encumbered through no fault of Ecolab, Customer is dissolved or becomes insolvent, or any action for the benefit of creditors is taken with respect to Customer and the Equipment. Upon either party's default, the defaulting party's rights under this Agreement will, at the option of the non-defaulting party, be terminated immediately upon written notice to the defaulting party (but the defaulting party's outstanding obligations under this Agreement will survive any termination). If Customer is in default under this Agreement and Ecolab terminates the Agreement pursuant to the terms of this paragraph, Ecolab will have the right to take immediate possession of the Equipment. If Customer fails to surrender the Equipment within 30 days after Ecolab's request to return the Equipment, Ecolab will invoice Customer for the fair market value of the Equipment and any other outstanding payments due to Ecolab pursuant to the terms of this Agreement. If Ecolab substantially prevails in a legal action against Customer to collect any amounts due to Ecolab under the terms of this Agreement or to enforce performance of any of the terms, provisions, covenants or conditions of this Agreement, Customer must pay Ecolab's reasonable collection costs and reasonable attorneys' fees, court costs, and expenses incurred by Ecolab pertaining thereto, including costs and fees relating to any appeal, if Ecolab substantially prevails in any such legal proceeding. If Kendall Country is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal, if Kendall County substantially prevails in any such legal proceeding.

9. **OWNERSHIP.** The Equipment (including but not limited to dispensing equipment) will at all times be the sole and exclusive property of Ecolab. Customer will have no right of ownership of such property, but only the right to use the Equipment subject to this Agreement. The Equipment will remain personal property and not become a fixture of any building. Customer will not remove the Equipment without prior written approval of Ecolab. Customer agrees that Ecolab may file and the Customer will execute documentation as Ecolab deems necessary to evidence Ecolab's ownership. Upon termination of this Agreement, Customer must return the Equipment in as good a condition as when received, reasonable wear and tear excepted. Customer may not change, alter, or repair the Equipment, or use any detergents or sanitizers in the operation of the Equipment except those provided by Ecolab or approved by Ecolab in writing. Upon termination of this Agreement or upon Customer default, Ecolab may enter Customer's premises for removal of the Equipment, provided Ecolab has obtained prior approval from the Kendall County Sheriff to enter the secured areas of Customer's premises.

10. **GENERAL.** Customer is solely liable for all claims including, but not limited to, Workers' Compensation claims, resulting from the operation or use of the Equipment or work thereon by Customer's employees or agents, except for any and all claims, penalties, fines, judgments, and costs resulting from Ecolab's negligence or willful misconduct. Neither party may assign, sublet, sell, or transfer their interests in this Agreement without the other party's prior written consent. This Agreement will be binding upon each of the parties hereto and their representatives, heirs, successors, and assigns. Neither party will be liable to the other party for consequential or any other damages which may result from any cause beyond the reasonable control of the party including, but not limited to, acts of God or government, supply or labor shortages, or transportation delays.

11. **NOTICE.** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail, or courier service, in the case of notice to Customer: Kendall County Facilities Management Department, Attention: Facilities Management Director, 804 W. John Street, Yorkville, Illinois 60560, with a copy sent to: Kendall County State's Attorney, 807 W. John Street, Yorkville, Illinois 60560. And, in the case of Ecolab, to: Ecolab Inc., 655 Lone Oak Drive, Eagan, Minnesota 55121, Attention: Asset Leasing, with a copy sent to: Ecolab Inc., 370 Wabasha Street North, St. Paul, Minnesota 55120, Attention: General Counsel.

12. **AUTHORITY TO EXECUTE AGREEMENT.** The Customer and Ecolab each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
13. CHOICE OF LAW AND VENUE. This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

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

15. WARRANTIES. All services to be undertaken by Ecolab shall be carried out in a good and workmanlike manner by competent and properly trained personnel of Ecolab to the highest standards and to the reasonable satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

16. INSURANCE. Because Ecolab will be performing installation and repair services at Customer’s premises, Ecolab shall obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled without thirty (30) days prior written notice to Customer at the address set forth herein. Before starting work hereunder, Ecolab shall deposit with Customer a memorandum of insurance evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Kendall County and the Kendall County Public Building Commission shall be named as Additional Insureds but only to the extent of Ecolab’s indemnification obligations as set forth in this Agreement with respect to the general liability, business auto liability and excess liability insurance.

17. INDEMNIFICATION. Ecolab shall indemnify, hold harmless and defend with counsel approved by the Kendall County State’s Attorney, Customer, its past, present, and future board members, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from Ecolab’s negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting Customer, its past, present and future board members, elected officials, insurers, employees, and agents from defending through the selection and use of their own agents, attorneys and experts, at their sole cost and expense, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law, 55 LISCS 5/3-9005, any attorney representing Customer under this paragraph shall be approved by the Kendall County State’s Attorney and shall be appointed a Special Assistant State’s Attorney, as provided in 55 LISCS 5/3-9005. Customer’s participation in its defense shall not remove Ecolab’s duty to indemnify, defend, and hold Customer harmless, as set forth above.

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

19. BACKGROUND CHECKS. Ecolab shall exercise general and overall control of its officers, employees and agents. Because the equipment will be installed and serviced in a correctional facility, Ecolab agrees that no one shall be assigned to perform work at Customer’s facilities on behalf of Ecolab, Ecolab’s consultants, subcontractors and their respective officers, employees, agents and assigns unless Ecolab has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Ecolab agrees that the individual shall not be assigned to perform work on or at Customer’s
facilities absent prior written consent from Customer and the Kendall County Sheriff. Customer, at any time, for any reason and in Customer’s sole discretion, may require Ecolab and/or Ecolab’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.

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

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

22. PREVAILING WAGE. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.state.il.us/agency/idol/rates/rates.html. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s website for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

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

THIS AGREEMENT REPRESENTS THE ENTIRE AGREEMENT OF THE PARTIES. THIS AGREEMENT MAY NOT BE MODIFIED EXCEPT BY A WRITTEN AMENDMENT SIGNED BY BOTH PARTIES

Owner: 
Authorized Signature 
Ecolab Assoc: 
Employee # 
Print 

Owner Name: 
Account No. 

Customer Authorized Date: 
Typed Date 

Accepted: Title: 

For Office Use Only - Phase II Lease Agreement Rev. 3/5/2013
This Agreement will not be binding upon either party unless and until it is countersigned below by a proper official at Ecolab's offices in Eagan, Minnesota.

Accepted: 
Date 

This content is a legal document related to facilities, non-discrimination, certification, prevailing wage, and drug-free workplace policies. It includes compliance with various acts and agreements. The document also contains spaces for signatures and identification numbers for authorization.
The Economic Development Committee met at 9:30 a.m. for the purpose of the 2013 Kendall County Job and Resource Fair.

Committee Members Present: Committee Chairman Dan Koukol, Judy Gilmour, Amy Cesich, and Matt Prochaska

Committee members participated in the Job and Resource Fair by greeting job seekers and helping answer any questions that job seekers had regarding the event.

The Economic Development Committee adjourned at the conclusion of the Job and Resource Fair at 1:30 p.m.

Respectfully Submitted,

John H. Sterrett,
Recording Secretary
Call to Order
The Budget and Finance Committee met and was called to order at 2:34 p.m. by Vice Chair Judy Gilmour
Committee members present: Amy Cesich, Lynn Cullick, Judy Gilmour
Committee members absent: Elizabeth Flowers, John Purcell
Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Janet Kaiser, Scott Koster, Stan Laken, Chris Mehochko, Andy Nicoletti, Jim Smiley, Tom Thomas, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Lynn Cullick, second to the motion by Amy Cesich to forward the claims in the amount of $2,662,388.13. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – Ms. Ferko updated the committee that after the first installment of the Property Tax collection last week the total collected thus far is $138,000,000.

Debbie Gillette, County Clerk/Recorder – None

Stan Laken, Technology – None

Andy Nicoletti, Assessment Office – None

Chief Deputy Scott Koster, Sheriff’s Office – Chief Deputy Koster reported on a significantly large medical expense through the Corrections division due to an inmate who experienced a medical emergency while he was incarcerated at the County Jail. Chief Koster reported the total bill was $102,000, but after being submitted for Public Aid rate reduction will probably total approximately $50,000. Chief Koster said that this will cause a significant overage in that budget line item. Chief Koster reminded the committee that the medical line item was reduced last year at the request of the Finance Committee.

Jim Smiley, Facilities Management – Mr. Smiley reported they received notice from the Elevator Inspection Company that there is need for repair to the County Office Building
elevator at an approximate cost of $2000 to comply with state code by January 2014.

*Tom Thomas, Department of Health and Human Services* – None

*Jeff Wilkins, Administrative Services* – Mr. Wilkins stated that we received notice from the IRS of No-Change Determination for the $10,054,533 Issue Price, General Obligation Bonds (Alternative Revenue Source), Series 2009.

Mr. Wilkins also reviewed a 2-year comparison report on the County IMRF.

**Items from Other Committees**

*Facilities Committee:* Funding approval for Regional Office of Education Testing Center not to exceed $15,000.00 for construction, furniture and equipment.

Chris Mehochko briefed the group on the project, and the reason behind the project based on the recent changes to the GED testing program. Mr. Mehochko stated that the Pierson Vue Company will now assume responsibility for administering the test statewide, and have increased the cost considerably.

Mr. Mehochko proposed offering the Kendall Regional Office of Education office as a certified testing site. He said that testing would include GED and other tests (certification, licensing, bus driver, workforce, etc), which would be an additional benefit to the County.

Mr. Mehochko stated that the ROE is willing to cover the total cost for the project, but welcomes any financial assistance the County would be able to provide. Mr. Mehochko proposed a deadline of September 1, 2013 for project completion.

Mr. Smiley said that the Facilities Management budget is not able to fund any portion of the project cost. Mr. Smiley stated that the proposed costs did not include any of the work of demolition and electrical wiring that will be provided by Facilities Management personnel. Mr. Smiley estimated the construction to take approximately two weeks.

The issue of funding approval for the Regional Office of Education Testing Center project not to exceed $15,000.00 for construction, furniture and equipment and the appropriate fund to use for the project will be further discussed at the June 27, 2013 Finance meeting.

**Other Items of Business**

- *Discussion on Fiscal Year 2014 Budget:* Latreese Caldwell provided an overview of the budget process, and reviewed the timeline, budget hearing process, budget parameters, levy funds, how the levies are set, and the budget hearing process. Ms. Caldwell also reviewed the County accounting structure and the various funds in the financial system.
- **Review Senior Levy Grant Application and Process:** Discussion on the application, how to get additional information on Alternate Grant Request portion of the application from the applicants, who is being served, how many individuals are being served, and the requirements for the awarding of the levy funds.

The committee recommended the following changes to the application:

a. clarification of the Alternate Grant Request (page 1) and move to a more predominant position on the application allowing for completion
b. rewording of the section of total number served (page 2)
c. questions asking about fundraising and where they receive other monies
d. how the agency/organization establishes their mission, how they implement it, how they measure the needs of the community they serve and how they reach those goals; a section asking them to evaluate their own program and to provide feedback on how the money is utilized
e. expand on the narrative and collaboration with other County agencies portion of the application, including a question about other funding sources or activities, including grants received
f. questions asking about the organizations future plans for expansion of their program/service

**Old Business** – None

**Action Items for County Board**

- Recommend approval of claims in the amount of $2,662,388.13

**Executive Session** – None Needed

**Public Comment** – None

**Adjournment** – Lynn Cullick made a motion to adjourn, second by Amy Cesich. With all members voting aye, the meeting adjourned at 4:53 p.m.

The next Finance Committee meeting will be held at 9:30 a.m. on Thursday, June 27th.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Meeting was called to order at 10:00AM.
Committee Members present: Elizabeth Flowers (Chair), Judy Gilmore (Vice Chair), Amy Cesich, Dan Koukol

Staff present: Jeff Wilkins (County Administrator), Leslie Johnson (Assistant State’s Attorney)

Items of Business:
Wilkins and Johnson described free training Board and supervisors as well as free union relation services offered by the Federal Mediation and Conciliation Service. The Committee liked the idea of the services. Wilkins and Johnson will work with the FMCS to set up the training and dates.

At 10:10AM, Koukol made motion to enter executive session according to 5ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Second by Cesich, motion passed unanimously.

At 11:00AM, Committee entered open session.

Public comments: none

Questions from media: none

Meeting adjourned at 11:01AM.

Respectfully submitted by Jeff Wilkins, County Administrator
To: Kendall County Board of Health
From: Kendall County Office of Solid Waste Management
Subject: **May 2013 Solid Waste Program Activity Report**

The following unexhausted list of Solid Waste Program activities were performed during the month of May 2013.

- Marlin Hartman (Solid Waste Coordinator) and Adam Johnson (Associate Sanitarian) participated in the Natural Resources Tour hosted by the Kendall County Soil and Water Conservation District held at Hoover Outdoor Education Center in Yorkville. The focus of their presentation was Solid Waste Education. Over 740 students from four school districts (Yorkville, Oswego, Newark and Plano) and 2 private schools (Cross Lutheran School and Parkview School) were in attendance. Students were educated about proper e-waste, HHW and co-mingling recycling practices in Kendall County and neighboring counties. “I Love the Earth” wristbands with environmental slogans on the inside were handed out to all students and one student in each class received a Health Department T-shirt with either an e-waste or a paint recycling message printed on the back.

- Mr. Hartman participated in the Product Stewardship Institute webinar dedicated to evaluating the Oregon Paint Bill Successes and Failures. Illinois is presently drafting legislation to create a program to recycle old paints. This Illinois Paint Bill is designed to require paint retailers to accept old paint back from residential consumers. The cost of the program is paid by an additional charge to consumers when paint is purchased. The following are key factors of the legislation:
  - Lower government (IEPA direct cost) costs for used paint handling.
  - Increased foot traffic in stores so incentive for retailer.
  - Cost passed on to consumer.
  - Paint Care (paint manufacturer representatives) is the Organization created to manage this system.

- Mr. Hartman also attended the Illinois Food Scrap Coalition meeting in Gurnee, IL. This committee is gathering information in order to educate communities, waste haulers, composters and other stakeholders on the importance of food waste management. Green Organics Compost Facility off Galena Road is one of the few composters accepting food waste in Illinois. They have been handling food waste just over a year. Composting food waste has become easier in Illinois due to IEPA
legislation allowing it to be completed without special siting requirements. Prior to 2012, anyone handling food waste had to meet special siting requirements as if these sites were landfills.

- The Solid Waste Planning Update preparations were completed and meetings will be commencing in June, 2013. This will leave enough time for the updating process to be completed and be ready for the County Board's approval by March, 2015. This is a required legislative update and is mandated to be completed every 5-years.

- A Green Organics inspection occurred on May 29, 2013. The facility had received rain over the weekend which limited the areas of review. The main operating site where incoming and product is handled was the main focus. No violations of IEPA requirements for the Special Use Permit were noted.

- Work continued in the Solid Waste Management Grant issued through the Department of Agriculture. Activities are summarized below:
  - Adam Johnson (Associate Sanitarian) visited Lisbon grade school and talked to roughly 90 students about e-waste. The students ranged in age from kindergarten to 8th grade. Two different presentations were used to educate the different age groups (and learning styles). For the students in kindergarten to 5th grade, a more "kid friendly" approach was used that employed more videos, pictures, and statistics to convey the message. The presentation for the 6th, 7th, and 8th graders was more fact/statistics based and went into more detail about the hazards of e-waste and how it is recycled. Mr. Johnson also presented to Newark Grade School to children ranging in age from kindergarten through 4th grade. In both cases, the children were very receptive to the information and asked many questions. Mr. Johnson provided the principals of both schools with copies of our e-waste brochures so they could pass them out to the students at the end of the day, hopefully ensuring that our information would make it home to parents.
  - Mr. Johnson presented with Marlin Hartman at the Natural Resources Tour referenced above. It is interesting to note that during the activity, students from Newark Grade School (who had recently seen the e-waste presentation) were the only students to answer the e-waste related questions correctly, leading us to believe that our educational outreach is working.
A draft webpage layout design was sent to the Technology Department who will format it and put it up on the Kendall County Health Department's website.

Respectfully submitted,

Marlin Hartman, Solid Waste Coordinator

Aaron Rybski, Environmental Health Director

cc: Amaal Tokars, Executive Director/Public Health Administrator
    Steve Curatti, Program Administrator