KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, March 15, 2011 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to be Heard
   A. Todd Milliron
9. Old Business
10. Executive Session
11. New Business
12. Elected Official 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 Dept.
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. 11-01 Subdivision Regulations
      2. 11-04 Emerson Creek Pottery
   B. Public Safety
   C. Administration, HR, Revenue
   D. Highway
      1. Access Variance for Oswego School District on Ridge Road
      2. Intergovernmental Agreement for Elda main Road Reconstruction
      3. County/State Agreement for Intersection Improvements at Rt. 71 & Van Emmon Road
      4. Engineering Agreement with WBK Associates not to Exceed $35,000
      5. Amended Preliminary Engineering Services Agreement with HLR for Elda main Bridge
      6. Resolution setting Forth Salary of the County Engineer
   E. Facilities Management
   F. Economic Development
   G. Finance Committee
      1. Approval of Claims
      2. Dynegy Kendall Energy Settlement Agreement
      3. Abatement of Levy for General Obligation/Alternate Revenue Bonds
      4. FGM Contract for PSC Build-out
   H. Judicial/Legislative
   I. Animal Control
   J. Health and Environment
   K. Committee of the Whole
      1. Resolution Supporting Legislation Regarding Enterprise Zones
      2. Resolution Supporting Legislation Regarding Economic Development Project Area
      3. Letter of Support for Natural Planning Area
   L. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. County Stormwater Committee
   D. UCCI
   E. Historic Preservation Commission
   F. River Valley Workforce Investment Board
15. Other Business
16. Chairman’s Report
   A. Appointments
      Annual Joint Review Board for Yorkville TIF – Dan Koukol
      Farmland Protection Commission – Nancy Martin – 2 year term expires December 2012
      Farmland Protection Commission – Dan Koukol – 2 year term expires December 2012
17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
# Kendall County Calendar

## 1st draft

**April 2011**

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mar 28</td>
<td>29</td>
<td>30</td>
<td>31</td>
<td>Apr 1</td>
</tr>
</tbody>
</table>

**Mar 28 - Apr 1**

- **4**
  - 9:00 am: ZPAC; County Board Room
  - 4:00 pm: Facilities Management; County Board
  - 7:00 pm: ZBA; County Board Room
- **5**
  - 6:00 pm: County Board; CBR
  - 6:00 pm: Forest Preserve; County Board Room
- **6**
  - 7:00 pm: VAC; Health Dept.
- **7**
  - VOUCHERS DUE
  - 4:00 pm: Administration/HR; County Board Room
- **8**
  - VOUCHERS DUE

**Apr 2 - Apr 8**

- **11**
  - 6:30 pm: PBC; County Board Room
  - 9:00 am: Administration/Revenue & GIS; Board of Review
  - 10:30 am: Board of Review; Board of Review F
  - 4:00 pm: Highway Committee; Highway Dept.
- **12**
  - 2:00 pm: KenCom Operations Board; County Board
  - 3:00 pm: PBC; County Board Room
  - 5:00 pm: KenCom Operations Board; County Board
- **13**
  - 2:30 pm: Finance Committee; County Board Room
  - 4:00 pm: COW; County Board Room
- **14**
  - 6:30 pm: County Board; County Board Room
  - 9:00 am: County Board; County Board Room
  - 9:00 am: Forest Preserve; County Board Room
  - 7:00 pm: Board of Health; 811 W John St.
- **15**
  - 10:00 am: Health & Environment; County Board
  - 9:00 am: Forest Preserve; County Board Room

**Apr 9 - 15**

- **18**
  - 10:00 am: Health & Environment; County Board
  - 9:00 am: County Board; County Board Room
  - 9:00 am: Forest Preserve; County Board Room
  - 7:00 pm: Board of Health; 811 W John St.
- **19**
  - 9:00 am: County Board; County Board Room
  - 9:00 am: Animal Control; Fac Mgt Conference
  - 7:00 pm: Historic Preservation; County Board
- **20**
  - VOUCHERS DUE
  - COUNTY HOLIDAY Offices Closed

**Apr 16 - 22**

- **25**
  - 10:00 am: Public Safety; PSC
  - 1:00 pm: Stormwater TAC; County Board Room
  - 5:30 pm: Forest Preserve Fin & Ops; HCH
- **26**
  - 3:00 pm: Judicial/Legislative; New Courthouse
  - 5:00 pm: Zoning Ad Hoc; County Board Room
  - 7:00 pm: RPC; County Board Room
- **27**
  - 9:00 am: Finance Committee (Senior Tax Lev
  - 10:30 am: Board of Review; Board of Review F
  - 5:30 pm: KenCom Exec. Board; County Board

**Apr 23 - 29**

Mimi Bryan

3/11/2011 3:30 PM
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 15, 2011 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Purcell, Bob Davidson, Elizabeth Flowers, Jessie Hafenrichter, Dan Koukol, Nancy Martin, Suzanne Petrella, John Shaw, Anne Vickery and Jeff Wehrli.

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

MINUTES

Member Hafenrichter moved to approve the submitted minutes from the Adjourned County Board Meeting of 1/3/11 and 1/18/11. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Purcell asked to take out Architectural Contract for PSC basement build-out under Old Business.

Member Flowers moved to approve the amended agenda. Member Wehrli seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

CORRESPONDENCE AND COMMUNICATION

County Clerk, Debbie Gillette informed the Board that the Census Bureau has shipped local 2010 census data to the State of Illinois Governor and the State Legislature.

CITIZENS TO BE HEARD

Chrisi Vineyard, 39 Settlers Lane, Oswego had questions about the procedure for the Ethics Commission regarding vacancies and appointments.

OLD BUSINESS

Amendment #1 to extend Technical Services Agreement with Regional Transportation Authority to 12/31/11

Member Martin moved to approve amendment #1 to extend the Technical Services Agreement with the Regional Transportation Authority to 12/31/11. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Resolution to execute Downstate Operating Assistance Grant Agreement

Member Martin moved to approve the Resolution to execute FY2011 Downstate Operating Assistance Grant Agreement. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Davidson and Shaw. Motion carried.

Jail Expansion Funds for Sheriff’s Office move

Member Martin moved to approve jail expansion funds for the Sheriff’s Office move not to exceed $2,500. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall gave the EMA report the 28 member unit did 1,980 volunteer hours last year, the command vehicle was deployed 8 times and there were 15 severe weather events.
## Kendall County General Fund

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES**

**FOR TWO MONTHS ENDED 01/31/11**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$304,000</td>
<td>$108,047</td>
<td>35.54%</td>
<td>$60,170</td>
<td>16.95%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,400,000</td>
<td>$391,773</td>
<td>27.98%</td>
<td>$265,736</td>
<td>15.63%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$220,000</td>
<td>$81,645</td>
<td>37.11%</td>
<td>$42,104</td>
<td>12.38%</td>
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<tr>
<td>State Sales Tax</td>
<td>$700,000</td>
<td>$156,489</td>
<td>22.36%</td>
<td>$140,415</td>
<td>11.71%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$79,692</td>
<td>20.97%</td>
<td>$70,161</td>
<td>17.11%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,400,000</td>
<td>$224,548</td>
<td>16.04%</td>
<td>$214,147</td>
<td>17.85%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$560,000</td>
<td>$92,955</td>
<td>16.60%</td>
<td>$82,207</td>
<td>14.95%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$30,000</td>
<td>$4,017</td>
<td>13.39%</td>
<td>$2,457</td>
<td>8.19%</td>
</tr>
</tbody>
</table>

Co Board 2/15/11
Interest Income $80,000 $7,351 9.19% $10,984 4.39%
Health Insurance - Empl. Ded. $853,650 $145,830 17.08% $124,109 14.97%
1/4 Cent Sales Tax $2,229,000 $390,717 17.53% $356,361 16.57%
County Real Estate Transf Tax $174,000 $38,307 22.02% $43,664 21.83%
Correction Dept. Board & Care $985,500 $263,160 26.70% $32,460 7.41%
Sheriff Fees $650,000 $59,745 9.19% $111,214 23.41%

TOTALS $9,966,150 $2,044,276 20.51% $1,562,191 15.35%

Public Safety Sales Tax $4,000,000 $705,905 17.65% $657,892 16.45%
Transportation Sales Tax $4,000,000 $705,905 17.65% $657,892 16.45%

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

Coroner

2010 Statistics
2010 Total Deaths........... 50
Autopsies to Date................ 3
Toxicology Samples............. 4
Cremation Permits............. 23

Stats for Same Period in 2009
Total Deaths............. 37
Autopsies............. 5
Toxicology Samples.. 5
Cremation Permits .... 11

* Elizabeth Snobek, from Eureka College, completed a 4 week internship program.

Health Department
Cheryl Johnson reported that Community Action is looking at taking some hits and that is a big part of their budget, many people are still in need of services.

Supervisor of Assessments
Supervisor of Assessments, Andy Nicoletti reported that they are looking at rolling to the Clerk approximately 30 days earlier than they did last year. They will be mailing out Senior Exemption forms within the next couple of days.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Land Cash

Member Martin moved to keep the land cash renewal at 2009 levels. Member Wehril seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye except Hafenrichter who abstained. Motion carried.

Public Safety

Member Flowers announced that the next meeting is on 2/28/11.
Administration, HR, Revenue

Member Hafenrichter reported that the digital recording equipment has been ordered, timesheets are being reviewed and GIS has had requests for parcel information from Clean Line Energy Partners & Clean Water Solutions.

Highway

Member Davidson made a motion to accept County Motor Fuel Resolution for Cannonball Trail in the amount of $250,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to accept County Motor Fuel Resolution for Little Rock Road in the amount of $350,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to accept County Motor Fuel Resolution for Newark Road in the amount of $220,000. Member Martin seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to accept County Motor Fuel Resolution for Ridge Road in the amount of $650,000. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to accept County Motor Fuel Resolution for Townhouse Road in the amount of $600,000. Member Flowers seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Davidson made a motion to approve the Settlement Agreement for the purchase of real estate – Anderson property. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Facilities Management

Member Shaw informed the Board that they discussed the Sheriff's Office move, FOIA requests received regarding bids and the defective railings at the Courthouse.

Economic Development

Member Koukol reported that they have a meeting on 2/25/11.

Finance

CLAIMS

Member Vickery moved to approve the claims submitted in the amount of $615,390.27. Member Hafenrichter seconded the motion.

COMBINED CLAIMS: FCLT MGMT $18,834.91, B&Z $2,717.18, CO CLK & RCDR $846.03, ELECTION $1,388.02, ED SRV REG $1,167.20, SHRFF $25,509.44, CRRCTNS $31,835.97, CRCT CT CLK $795.71, JURY COMM $333.04, CRCT CT JDG $3,860.63, CRNR $2,576.78, ST ATTY $3,063.61, EMPLY HLTH INS $295,742.71, AUD & ACCT $30,975.00, OFF OF ADM SRV $2,616.39, GNRL INS & BNDG $45.00, CO BRD $385.27, TECH SRV $15,403.30, LIABL INSUR EXPS $2,942.87, CO HWY $242.81, HLTH & HN RN SRV $112,069.63, FRST PRSRV $5,691.76, KENCOM $3,500.36, ANML CNTRL $307.29, CO RCDR DOC STRG $172.90, CRT SEC FUD $562.00, LAW LBRY $5,412.62, CRT AUTOMA, 4,609.00, PRBTN SRV $5,431.19, GIS $3,835.60, JAIL BOND $14,892.00, VAC $10,516.00, CRNR SPEC FND $543.59, FP BOND PROCEEDS 2007 $8,164.46

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

Member Vickery reported that the audit for the Commissary Fund is on file in the County Clerk's Office. There is 350,000 sq ft of office space that requires cleaning, the cost of a permit to build a new house is $1,375, and there is an agreement/offer being worked on for Ellis Power.

CLAIMS

Member Vickery moved to approve the claims submitted in the amount of $1,252,330.47. Member Flowers seconded the motion.
Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**EXECUTIVE SESSION**

Member Martin made a motion to go into Executive Session for litigation when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court. Member Hafenrichter seconded the motion. Chairman Purcell asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**RECESS**

**RECONVENE**

Chairman Purcell reconvened the Board into regular session.

**Judicial/Legislative**

Member Koukol informed the Board that they discussed the steps at the Courthouse.

**Animal Control**

Chairman Vickery will be sending a letter to the newspaper to thank the public for the way they came forward to help out Animal Control. Public Act 096-1470 went into effect 1/1/11 regarding information on dogs and cats available for adoption.

**Health and Environmental**

Member Petrella reported that they will meet on 2/17/11 and they will be reviewing their purpose and goals.

**STANDING COMMITTEE MINUTES APPROVAL**

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

**SPECIAL COMMITTEE REPORTS**

**Public Building Commission**

Member Wehrl reported that they are meeting in March.

**VAC**

Member Martin reported that there was not a meeting.

**County Stormwater**

Member Wehrl reported that they have a quarterly planning meeting on 2/24/11.

**UCCI**

Member Petrella reported that the next meeting is on 2/28/11 in Springfield.

**Historic Preservation**

Member Wehrl reported that the next meeting is on 3/16/11.

Co Board 2/15/11
River Valley Workforce Investment Board

Member Petrella informed the Board that the next meeting is on 2/23/11.

OTHER BUSINESS

Member Martin informed the Board that the Farnsworth House will have a special exhibit on solar energy in April.

Member Hafenrichter informed the Board that the 708 Mental Health Board will meet on 2/23/11.

CHAIRMAN’S REPORT

Chairman Purcell reported that he has contacted the Mayors regarding the proposal they presented and this Board wants to vote March 1st at the latest.

Member Petrella moved to approve appointment to the Ethics Commission. Member Davidson seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

February 2011 COUNTY BOARD MEETING
APPPOINTMENT
* 
Kendall County Ethics Commission
Kristine Heimen -2 Year Term – December 2012

Member Martin moved to appoint Dan Koukol to Joint Review Board for Plano City Center Tax Increment Finance Plan. Member Flowers seconded the motion. Chairman Purcell asked for a voice vote on the motion. All members present voting aye. Motion carried.

ADJOURNMENT

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

Approved and submitted this 17th day of February, 2011.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$ 706.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$ 600.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$ 2,277.01</td>
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<tr>
<td></td>
<td>County Clerk Fees - Recording</td>
<td>$ 22,927.00</td>
</tr>
<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$ 26,510.01</td>
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<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$ 8,005.75</td>
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<td>38010001320</td>
<td>Doc Storage</td>
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<td>01010071205</td>
<td>Election</td>
<td>$ -</td>
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<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$ 24,662.00</td>
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<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$ 3,078.00</td>
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<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$ 37.92</td>
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<tr>
<td>01010001170</td>
<td>Raffle License</td>
<td>$</td>
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<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$ 4,677.85</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$ 12,708.00</td>
</tr>
<tr>
<td>01010001160</td>
<td>St Comp - Elec Judge</td>
<td>$</td>
</tr>
</tbody>
</table>

CK # 16765    To KC Treasurer                      $ 94,321.53

Death Certificate Surcharge sent from Clerk's office $690.00 ck # 16763
Marr License Surcharge/Dom Viol Fund sent from Clerk's office $100.00 ck 16764
## Kendall County General Fund

### Quick Analysis of Major Revenues and Total Expenditures

**For Three Months Ended 02/28/11**

<table>
<thead>
<tr>
<th>Revenues*</th>
<th>Annual Budget</th>
<th>2011 YTD Actual</th>
<th>2011 YTD %</th>
<th>2010 YTD Actual</th>
<th>2010 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$304,000</td>
<td>$108,047</td>
<td>35.54%</td>
<td>$60,170</td>
<td>16.95%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,400,000</td>
<td>$679,986</td>
<td>48.57%</td>
<td>$265,736</td>
<td>15.63%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$220,000</td>
<td>$107,247</td>
<td>48.75%</td>
<td>$60,615</td>
<td>17.83%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$700,000</td>
<td>$230,743</td>
<td>32.96%</td>
<td>$218,120</td>
<td>17.45%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$380,000</td>
<td>$118,288</td>
<td>31.13%</td>
<td>$104,320</td>
<td>25.44%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,400,000</td>
<td>$330,068</td>
<td>23.58%</td>
<td>$324,406</td>
<td>27.03%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$560,000</td>
<td>$150,351</td>
<td>26.85%</td>
<td>$127,333</td>
<td>23.15%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$30,000</td>
<td>$7,407</td>
<td>24.69%</td>
<td>$7,732</td>
<td>25.77%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$80,000</td>
<td>$12,784</td>
<td>15.98%</td>
<td>$19,948</td>
<td>7.98%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$853,650</td>
<td>$217,930</td>
<td>25.53%</td>
<td>$185,526</td>
<td>22.38%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,229,000</td>
<td>$601,330</td>
<td>26.98%</td>
<td>$556,165</td>
<td>25.87%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$174,000</td>
<td>$52,906</td>
<td>30.41%</td>
<td>$59,373</td>
<td>29.69%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$985,500</td>
<td>$321,480</td>
<td>32.62%</td>
<td>$32,580</td>
<td>7.44%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$850,000</td>
<td>$79,099</td>
<td>12.17%</td>
<td>$156,666</td>
<td>32.98%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$9,966,150</strong></td>
<td><strong>$3,017,667</strong></td>
<td><strong>30.28%</strong></td>
<td><strong>$2,178,692</strong></td>
<td><strong>21.41%</strong></td>
</tr>
</tbody>
</table>

| Public Safety Sales Tax | $4,000,000 | $1,085,970 | 27.15% | **$1,025,922** | **25.65%** |
| Transportation Sales Tax | $4,000,000 | $1,085,970 | 27.15% | **$1,025,922** | **25.65%** |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should be at 24.99%

### Expenditures

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2011 YTD</th>
<th>2010 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Actual</td>
<td>%</td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,000,000</td>
<td>$1,085,970</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,000,000</td>
<td>$1,085,970</td>
</tr>
</tbody>
</table>

**Expenditures**

$23,925,425 $5,399,034 22.57% $5,469,091 23.14%
<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>LOCATION</th>
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* Denotes death which occurred outside normal business hours.

2011 Statistics

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Stats for Same Period in 2010

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<td>Total Deaths........</td>
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<td>Cremation Permits...</td>
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</table>

* Coroner Toftoy held inquests at the Kendall County Courthouse on February 10.

* Coroner Toftoy presented to classes at Oswego High School on February 15.
To: Kendall County Board

From: Kendall County Office of Solid Waste Management

Subject: February 2011 Solid Waste Program Activity Report

The following unexhausted list of Solid Waste Program activities were performed during the month of February 2011.

- Kendall County Solid Waste Coordinator, Marlin Hartman appeared as a guest on WAUR “Fox Valley Today” (airing live on February 9). Marlin addressed the topic of “residential yard waste management”, discussing the implementation of “green” practices such as the use of mulching mowers, and the benefits and proper methods of backyard composting. Marlin also provided information on the current state of the nation’s recycling market, and announced the United City of Yorkville’s upcoming (March 5, 2011) “Go Green Environmental Fair” (in which he is participating).

- Mr. Hartman attended the State’s “8th Annual Compost Seminar” in Springfield, IL (held on February 14th). Presentations covered topics such as the fundamentals of yard waste composting, food waste composting and vermi-composting (a type of composting utilizing various species of worms, usually red wigglers, white worms, and earthworms).

- To date, a total of seven (7) residential solid waste haulers have been issued an annual license to operate in Kendall County.

- Year 2010 waste collection data has been received from all solid waste haulers that had performed business in Kendall County in 2010. The following information was gleaned from this information:

  - 138,275 tons of solid waste and recyclables were collected in Kendall County in 2010 (101,000 tons were collected in 2009)
    - Of the 138,275 tons collected, 31% was diverted from land-filling;
    - Residential waste represented 50% of all waste collected in the County, while commercial waste accounted for 35%.
    - Our current residential recycling rate has remained stable at 34%.
    - Commercial recycling is on the rise at 25%.
65% of construction and demolition debris collected was recycled.

<table>
<thead>
<tr>
<th>Solid Waste Generated by Year (tons)</th>
</tr>
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<tbody>
<tr>
<td>Kendall County</td>
</tr>
</tbody>
</table>

Marlin Hartman, Solid Waste Coordinator

Steve Curatti, Environmental Health Director

cc: Cheryl Johnson, Executive Director/Public Health Administrator
    Board of Health

FYI: E-waste legislation has changed the way we can recycle electronics in Kendall County. Presently electronics can be recycled in Yorkville, Monday through Friday from 7 a.m.-3:30 p.m. at the Public Works building. In Oswego, electronics are recycled the 2nd and 4th Saturday of each month from 8 a.m.-11 a.m. at the public works facility. The other important change is this service is now free; manufacturers are licensed in Illinois to process these materials. Collectors, such as Yorkville and Oswego still are required to pay collection and transportation costs for these costs were not covered by the regulation.
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 March 7, 2011

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

ROLL CALL
Present: Chairman Nancy Martin, Jeff Wehrli, John Shaw, Anne Vickery, and Elizabeth Flowers.
Also present: Senior Planner Angela Zubko, Associate Planner John Sterrett, ASA Brian LaBardi, and Attorney DJ Kramer representing Emerson Creek Pottery

APPROVAL OF AGENDA
Elizabeth Flowers made a motion to approve the agenda. Jeff Wehrli seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Elizabeth Flowers made a motion to approve the minutes from February 7, 2011. Jeff Wehrli seconded the motion. All agreed and the minutes were approved.

PETITIONS
11-04 Emerson Creek Pottery
Ms. Zubko gave a brief summary of the request to amend an existing A-1 Special Use for the property located at 5126 Stephens Road in Oswego Township for Emerson Creek Pottery to allow weddings and special events to occur on the property and to construct a patio, chapel, and an additional septic field.

Staff has recommended adding the following conditions to the existing special use ordinance:

1. The principal use of the property is for the retail sales of hand painted pottery including the following ancillary uses:
   - Permitted to hold special events/ weddings on site with a maximum number limited to 100 persons at any one time
2. No food for the weddings/special events will be made in the existing kitchen unless inspected to do so.

Staff is also recommending removing the following conditions from the current special use ordinance because many of them have been previously completed:

1. Any areas covered by the special use permit which are dedicated to public rights-of-way will be automatically rescinded; and
2. The petitioner shall apply for a Stephens Road address within one (1) year of the entire length of Stephens Road being paved.
3. Build a trash enclosure located on the property. (shown on site plan)
4. Provide a revised site plan that incorporates details on the location, dimensions and landscaping of the parking area that will be provided and on the premises.

Elizabeth Flowers asked whether or not lighting for the parking lot would be required. Ms. Zubko stated that lighting is not required within the parking lot and any events at nighttime will be held indoors with minimal lighting for security.
Elizabeth Flowers made a motion, seconded by Jeff Wehrli to recommend approval of the A-1 Special Use amendment with the recommended conditions to the County Board. With a voice vote of all ayes, the motion carried.

**10-29 LRMP Update**

Mr. Sterrett gave a background on the LRMP updates to Sections 1-5 stating that the updates came from the community survey conducted last summer and that the Zoning Ad-Hoc Committee had spent extensive time reviewing these revisions. When the revisions went to the Plan Commission for the public hearing there was discussion as to whether or not to leave in the text regarding limited residential development in agricultural areas on the LRMP. During the February Plan Commission meeting, the Plan Commission recommended to remove this text from the document. The PBZ Committee reviewed the document and had the following recommended changes:

Page 4-4, F.1 remove ‘Establish’ and replace with ‘Encourage’
Page 4-4, F.2 remove ‘Coordinate and implement’ and replace with ‘Encourage’
Page 4-5, F.11 add ‘Attempt’ at beginning of sentence
Page 4-6, G.3 remove ‘municipal’ from the sentence
Page 4-6, G.5 remove sentence 5 in its entirety

After further discussion, the Committee agreed this document should be reviewed further by the Committee and be brought back next month for further discussions.

**11-01 Subdivision Regulations**

Ms. Zubko briefly went over the proposed revisions to the Subdivision Control Ordinance including recommended changes brought up at ZPAC, KCRPC, and ZBA. The Committee discussed if the parkway tree provision should be revised to lengthen the amount of parkway trees from one per forty feet to one per sixty feet with a requirement to indentify the location of the parkway trees to be planted prior to occupancy of the residence.

The Committee recommended revising the timeframe for pavement requirements including when the final lift must occur. It was suggested to differentiate between roads with curb and gutter and roads with only a drainage ditch. The Committee had a consensus that a road with curb and gutter should be required to put the final lift after one year of road construction and for roads with drainage ditches, 50% completion of the subdivision or two years, whichever comes first.

On page 19, the description for taking tree measurements should be checked to make sure it is today’s practices. The Committee wanted clarification if plan commission can approve an extension of a preliminary/final plat. With no further discussion, Elizabeth Flowers made a motion, seconded by John Shaw to forward the revisions to the Subdivision Control Ordinance onto the County Board with the changes made by the PBZ Committee and that the document should be distributed to the entire County Board prior to the COW meeting with the understanding that it will only be discussed at COW if it is brought up by a member or members of the County Board. With a voice vote of all ayes, the motion carried.

**CITIZENS TO BE HEARD**

None

**OLD BUSINESS**

None
NEW BUSINESS
Mr. Sterrett stated that he received a request from Bo DeLong of The DeLong Company to extend the Site Development permit for The DeLong Co. (fka the Hintsche Fertilizer Site Development permit) at 60 Route 52 in Seward Township for two years. John Shaw made a motion, seconded by Elizabeth Flowers to approve a two year extension with the condition that any Federal, state, or local regulation changes that occur within the next two years must be abided by within the site development permit. With a voice vote of all ayes, the motion carried.

OLD BUSINESS
PROJECT STATUS REPORT – Reviewed
PERMIT REPORT – Reviewed
REVENUE REPORT – Reviewed
EXPENDITURE REPORT – Reviewed and forwarded to the Budget and Finance Committee
CORRESPONDENCE – None
PUBLIC COMMENTS – None
EXECUTIVE SESSION – None

ADJOURNMENT- Next meeting will be on April 11, 2011
Anne Vickery made a motion to adjourn the meeting. Elizabeth Flowers seconded the motion. All agreed. Chair Martin adjourned the meeting at 7:18 p.m.

Respectfully Submitted,

John H. Sterrett
Associate Planner
ORDINANCE # 2011-_____

AMENDMENT TO THE KENDALL COUNTY SUBDIVISION CONTROL ORDINANCE

WHEREAS, Kendall County regulates development under authority of its Subdivision Control 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 February 28, 2011.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends the Kendall County Subdivision Control Ordinance as provided in the attached Exhibit “A”.

IN WITNESS OF, this Amendment to the Kendall County Subdivision Control Ordinance was approved by the Kendall County Board on March 15, 2011.

Attest:

Debbie Gillette
Kendall County Clerk

John Purcell
Kendall County Board Chairman
ORDINANCE # 2011 - ______

GRANTING AN AMENDMENT TO RECONSIDER ORDINANCES 2001-13; 2004-09 & 2007-56 & AMEND AN EXISTING SPECIAL USE

WHEREAS, Chris & Dave Demiduk has filed a petition for an amendment to an existing Special Use within the A-1 Agricultural Zoning District for a 6.55 acre property located at 5126 Stephens Road, (PIN #03-30-400-002 & 03-31-200-002), in Oswego Township;

WHEREAS, said petition is to amend their existing special use permit to expand the scope of their business to allow weddings/special events and construct a patio, chapel parking lot and an additional septic field; and

WHEREAS, the Zoning Board of Appeals previously granted variances per Case number 98-35 for the buildings to reduce the 100' front yard setback from the edge of the R.O.W. to 75 feet from Plainfield Road and 85 feet from Douglas road with a portico 60 feet from Douglas Road.; and

WHEREAS, said property is zoned A-1 Special Use for a tea room, per Ordinances 01-13, 04-09 and 07-56; and

WHEREAS, said property is legally described as:

Parcel One:
That part of the Northeast ¼ of Section 31, Township 37 North, Range 8 East of the Third Principal Meridian, described as follows: Commencing at the Northeast corner of said Northeast ¼; thence North 89 degrees, 29 minutes, 30 seconds West along the North line of said Northeast ¼, 810.86 feet; thence South 00 degrees, 09 minutes, 13 seconds East 951.08 feet; thence South 89 degrees, 56 minutes, 47 seconds West perpendicular to the last described course 229.00 feet; thence North 00 degrees, 03 minutes, 13 seconds West perpendicular to the last described course 951.08 feet; thence North 89 degrees, 56 minutes, 47 seconds East perpendicular to the last described course 229.00 feet of the point of beginning, in the Township of Oswego, Kendall County, Illinois.

Parcel Two:
That part of the south East ¼ of Section 30 and part of the Northeast ¼ of Section 31, Township 37 North, Range 8 East of the Third Principal Meridian, described as follows; Beginning at the Southeast corner of said South East ¼ of Section 30; thence North 89 degrees, 29 minutes, 30 seconds West along the south line of said South East ¼, 810.86 feet; thence South 00 degrees, 03 minutes, 13 seconds East 1395.83 feet; thence South 89 degrees, 56 minutes, 47 seconds West perpendicular to the last described course 30.00 feet; thence North 00 degrees, 03 minutes, 13 seconds East perpendicular to the last described course 1426.13 feet; thence South 89 degrees, 29 minutes, 30 seconds East parallel with the aforesaid South line of the South East ¼ 840.07 feet to the East line of said South East ¼; thence South 01 degrees, 34 minutes, 18 seconds East along said East line 30.02 feet to the point of beginning, in the Township of Oswego, Kendall County, Illinois.
Parcel Three:
Easement for ingress and egress created by Warranty Deed dated March 21, 1978 and recorded March 22, 1978 as Document 78-1663 made by Stewart, et al, to Pauline Wackerlin for the benefit of Parcels One and Two over the southerly 49.50 feet of the Southwest ¼ of Section 29, in Township 37 North, Range 8 east of the Third Principal Meridian in the Township of Oswego, Kendall County, Illinois.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact, and recommendation for approval by the Special Use Hearing Officer on February 28, 2011; and

WHEREAS, the Kendall County Zoning Administrator or its deputies have authorized a variance to allow for a gravel parking lot and gravel handicapped stalls per section 11.02.F.2 of the Zoning Ordinance; and

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

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby repeals Kendall County Ordinance #01-13; #04-09 & #07-56 in its entirety and grants approval to amend their existing special use permit to expand the scope of their business to allow weddings/special events and construct a patio, chapel, parking lot and an additional septic field as indicated on the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. Review of all site plans by the County’s Code Compliance Officer for compliance with the Americans with Disabilities Act accessibility provisions pertaining to the entire site.
2. Development and operation of the site in accordance with the site plan attached hereto and made a part hereof as Exhibit “B”; and
3. Parking for employees shall be in conformance with applicable Kendall County Ordinances.
4. Compliance with applicable building codes and securing of the required permits associated with any proposed remodeling, alteration, construction or expansion of existing or proposed structures on the premises.
5. The principal use of the property is for the retail sales of hand painted pottery including the following ancillary uses:
   a) Pottery and art classes limited to a maximum of not more than 10 students at any one time;
b) Retail sales of accessory items sold as decorative elements used to enhance the display and presentation of the hand-painted pottery being offered for sale;

c) Use of the rear (southern) 1,056 square feet of the overall 2,652 square foot structure identified as “Tea Room” on the controlling site plan, as a meeting room for private gatherings, limited to not more than 24 persons at any one time and including the accessory sales and preparation of food items limited to sandwiches, soups and salads for consumption on the premises.

d) Seasonal sales of agricultural products such as pumpkins or other similar agricultural products grown on the premises;

e) Permitted to hold special events/ weddings on site with a maximum number limited to 100 persons at any one time

6. Except as otherwise provided for in condition #5 above, no goods produced off-site, other than pottery and earthenware, may be sold on the premises; and

7. Sales of pottery and earthenware on-site may only take place in the existing house; and

8. A private driveway leading to Stephens Road at least twelve (12) feet in width, which may remain paved with gravel at the discretion of the property owner, and which is otherwise in conformance with Kendall County Private Road Standards, shall be maintained by the property owner; and

9. No food for the weddings/special events will be made in the existing kitchen unless inspected to do so.

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

*IN WITNESS OF*, this ordinance has been enacted on March 15, 2011.

Attest:

Debbie Gillette  
Kendall County Clerk

John Purcell  
Kendall County Board Chairman
Present were Chairperson Elizabeth Flowers, Members John Shaw, Jesse Hafenrichter, and Nancy Martin and Dan Koukol. Also present were Sheriff Richard Randall, Chief Deputy Scott Koster, KenCom Director Dave Farris, and Coroner Ken Toftoy. Members of the public were Robert Welch.

Flowers called for the KenCom Report. Farris stated that they had one dispatcher in training she resigned Friday. He reported that KenCom experienced a minor outage at the Oswego radio tower during the blizzard of Feb 2nd due to a UPS failure, the County is continuing to negotiate a contract for architectural drawings for the basement renovation work (new space for KenCom). He added that he is hopefully getting some used equipment from Aurora Communications Division at no cost to help update the current equipment. He also reported that the wireless calls to 9-1-1 were 71% of the calls for the month of January.

Flowers called for the Coroner’s Report. Toftoy reported that there were 50 total deaths for 2011, compared to 37 in 2010, there were 3 autopsies to date, 4 toxicology samples and 23 cremation permits. Toftoy brought up that he had to pay for his cell phone bill for the Coroner’s Office with his personal credit card because the bill did not get paid in time. He pointed out that as an Elected Official, he has the right to spend money in his budget as he sees fit and doesn’t understand how payment of bills can be held up if the Finance Committee or County Board has questions on the bills. Chairman Flowers said that the bills shouldn’t be held up and that they will look into it. Kenny also added that the fees for cremation, etc. will be increasing per State Statute and that he can statutorily use these funds to purchase equipment or other related supplies for electronic and forensic identification as well as operating costs for the Coroner’s Office.

Coroner Toftoy also submitted a study that Elizabeth Snobeck from Eureka College completed during an internship that researched suicides which is attached to these minutes.

Flowers called for the EMA report. Randall stated that the Siren test was January 4, The Region 3 quarterly meeting at DuPage County EOC was January 14th, there was a Business Meeting January 18th and they continue to do the EAS testing with WSPY every Monday morning at approximately 10:30 a.m.

Flowers called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of January: 405 new intake bookings on a total of 539 charges. They released 424 inmates on 599 charges and 106 inmates were held over from the month before. The average daily population was 145 they served 12,348 meals with an average of $1.28 per meal and logged 5095 miles during the month and transported 289 inmates, 30 of which were Juveniles. The medical staff saw 78 inmates and he continued that they housed 29 inmates from other counties and billed out $58,740.00 for 979 days of confinement. Randall added that there were 26 video bond call days with 85 inmates.
Flowers called for the Operations Division Report. Randall stated that the reports were attached, of which the following statistics were included for the month of January: The Sheriff’s Office had 727 calls for service, 2,067 officers initiated for activity, 469 police reports, 12 felonies, 140 misdemeanors, and 89 warrants for a total of 241 total arrests. Randall continued that there were 1119 traffic contacts, 560 traffic citations, 6 DUI arrests, and 2 zero tolerance, 67 property damage, 15 personal injuries, and one fatal accident. The Operations Division drove 64,420 miles in the month of January.

Flowers called for the Support Services Report. Randall stated that the reports were attached, of which the following statistics were included for the month of January: Court Security had 18,490 entries, they X-rayed 7,722 articles, 42 arrests with 161 contraband seized. There were 64 at bond call and 161 prisoner transports. The Sheriff’s Office employees went to 714.5 hours of training in the month of January. The Auxiliary volunteered 170.5 hours in the month of January. Randall stated that there were 130 new items into the Property Room, 76 items disposed of, 20 items sent to the crime lab for processing and 8 items processed by the Evidence Technician. Randall stated that the Investigations has moved their office and offered to give a tour after the meeting to anyone interested.

Martin asked if the Community Oriented Policing section was federally funded at all. Chief Deputy Koster stated that they were not at this time, but during the Clinton Administration, there was funding that we received, but hadn’t for several years now. It was also announced that the DARE Car Show had been cancelled this year as it takes a lot of time and we need to focus on other areas.

Flowers called for the Administrative Report. Randall stated that the reports were attached, of which the following statistics were included for the month of January: They served 139 papers. There were 28 evictions scheduled with 16 cancelled, 36 Sheriff’s Sales scheduled and 35 were conducted. There were 159 warrants issued, 87 warrants served and there were 2260 total warrants on file. The total fees were $32,086.22. The mileage for the Administrative division was 1101 for the month of January.

Randall continued that there was one minor workman’s comp claim and one workman’s comp due to an accident that the person is still off work, but will have a progress report March 4, 2011. He continued that there were four squad cars damaged and one was totaled and is being replaced with a 4 wheel drive vehicle to help with bad weather. He explained that the differential in price would be taken from Drug Forfeiture.

Martin made a motion to adjourn, seconded by Haffenreichter. The meeting was adjourned at 1053 hours.

The next Public Safety Committee meeting will be March 28, 2011 at 1000 hours at the Public Safety Center.

Respectfully Submitted,

Kate Rasmussen
Recording Secretary
Statistical Findings of Elizabeth Snobeck for the Year of 2010

Suicides

There were seven (7) suicides for the past year. All were males between the ages of thirty-one (31) and fifty-one (51).

Cause of Death

- Exsanguination: 14%
- Intoxication: 29%
- Hanging: 57%

Towns

- Montgomery: 43%
- Plainfield: 14%
- Yorkville: 15%
- Oswego: 14%
There was one homicide for the past year, a 17-year old male who died due to multiple gun-shot wounds.
There were eleven (11) total accidental deaths for the past year. Six (6) of the decedents were males and (5) were females. There were two deaths due to vehicle accidents, both of the cars were Fords, one was a Taurus, and the other a Focus. Four (4) of the accidental overdoses were male, and three (3) were female. The youngest decedent was twenty (20) and the was ninety-three (93).

Natural

There was a total of 214 natural deaths in the past year. The youngest decedent was a three (3) year old female, and the oldest decedent was a one-hundred and six year old (106) female. The average age of the decedents is seventy-eight (78). Of the decents ninety-nine (99) were male, and one-hundred and fourteen (114) were female. The Doctor who signed the most death certificates was Dr. Karesh, a Doctor over at Tiller's Nursing Home. Dr. Karesh signed twenty (20) death certificates. Dr. Patel signed the second most certificates at twelve (12) death certificates.
Hourly Break-Down of Deaths
I CALL TO ORDER

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

II ROLL CALL

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

Also present were: Jim Pajauskas, Jeff Wilkins and Matt Prochaska.

III CBIZ-Jim Pajauskas

Jim discussed the newly created “Health & Wellness Working Group”. This group has been established to be an employee driven wellness group representing offices within Kendall County. The first meeting will be conducted on March 29th as a luncheon meeting sponsored by CBIZ and Jim will conduct the meeting. The goal of forming this group will be to inform and educate the employees as to the programs that are being implemented in other companies and the programs that will be made available to Kendall County employees through CHC Wellness and Blue Cross Blue Shield. Jim distributed handouts from Blue Cross for Adult Wellness Guidelines, Children’s Wellness Guidelines, Blue Care Connection and Lead Healthier lives with Worksite Wellness events and Helping Employees Improve Their Health at Work. The County wishes to build employee awareness and encourage participation in the health screenings. The screening results will assist the employee in controlling their claims and controlling their medical costs. After the initial group meeting, the participants will return to their offices and share the information they received with their coworkers.

IV OTHER BUSINESS

Jeff Wilkins presented Paul Nordstrom’s (Superintendent-Regional Office of Education) report for the previous quarter from December 1, 2010 through February 28, 2011 which is in accordance with Illinois School Code section 105 ILCS 5/3-5. Please see the attached report.

V MONTHLY REPORT-Linda Meyer - See attached report

Linda has been contacting each employee who will represent their office for the newly created Health & Wellness Working Group. Jim Pajauskas of CBIZ will conduct the working session during a one hour lunch period on March 29th. The idea behind this group will be to discuss and receive input regarding health & wellness opportunities.
VI MONTHLY REPORT – Jeff Wilkins - See attached report

VI I ACTION ITEMS FOR COUNTY BOARD MEETING - None

VIII EXECUTIVE SESSION - None

IX ADJOURNMENT

Nancy Martin moved to adjourn the meeting at 4:58 P.M. Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

The next regularly scheduled meeting will be on April 7, 2011.

Submitted by:

Linda D. Meyer
Recorder
### MONTHLY MEDICAL INSURANCE REPORT

#### 3/1/2011

<table>
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<tr>
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<th>Mar-10</th>
<th>Feb-11</th>
<th>Mar-11</th>
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|                      |        |        |        |        |
| **COBRA**            | 1      |        |        |        |
| Ameritas Dental      | 349    |        |        |        |
| Dearborn Natl.       | 333    |        |        |        |

3/1/2011 BlueCross Monthly Premium $290,361.85

3/1/2011 Ameritas Dental Monthly Premium $23,128.91


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e - MonthlyMedical Report
### FY 11 MONTHLY MEDICAL INSURANCE INVOICES

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<tr>
<th>Date</th>
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<th>Ameritas Dental Premium</th>
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### FY 10 MONTHLY MEDICAL INSURANCE INVOICES

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### FY 09 MONTHLY MEDICAL INSURANCE INVOICES

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### FY 08 MONTHLY MEDICAL INSURANCE INVOICES

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MONTHLY REPORT (3/1/2011)

New Hires (12/1/10-11/30/11) New Hires 4 Resignations/Terminations 5

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<th>Workers' Comp. Claims (12/1/10-11/30/11)</th>
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<tr>
<td>Sheriff</td>
<td>2</td>
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<td>Facilities</td>
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<td>Health Dept.</td>
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<td>Squad #15</td>
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<td>Forest Pres</td>
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<tr>
<td>Squad #39</td>
<td>1/18/2011 rear ended State Farm</td>
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<td>Squad #28</td>
<td>1/19/2011 T-Boned 34/47 State Farm</td>
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<td>Squad #40</td>
<td>1/20/2011 Front end $2,593.61</td>
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<td>(12/1/10-11/30/11)</td>
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<td>11 participants 2010=11</td>
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| 25 Retirees Medical/Dental Plan         | $14,726.85 |
| COBRA 1 Enrolled                       | Total      | $3,574.33 |
| **Total Rev.**                         |            | $18,401.18 |

W.C. Check Register

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<th>Amount</th>
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<td>$13,693.48</td>
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Call to Order: 9 AM  Roll Call: Ms. Hafenrichter called the meeting to order with Mr. Koukol, Ms. Vickery and Ms. Martin in attendance. Others present: Andy Nicoletti, Debbie Gillette, Jill Ferko, Stan Laken, Angela Zubko, Jeff Wilkins and Don Clayton.

County Treasurer – Jill Ferko had no report.

County Clerk/Recorder – Debbie Gillette reported the Recorder’s Office is not processing many documents currently; they are working on redacting documents. The Clerk’s Office is charging and testing the election equipment for the upcoming election and preparing for the Assessment Office to roll to them. Debbie will be attending the Redistricting Committee Meeting on March 14th.

Chief County Assessor – Andy Nicoletti reported assisting Rhonda Novak, Will County Assessor in Minooka, in providing assessment information to the public. There was very low turn-out. He will be working on 48 - 2009 PTABS.

GIS: Don Clayton reported on current projects:
- Working on aerials for KenCom in a specific format for Kendall & surrounding counties
- Upgraded software in ESRI
- Webserver is functional and faster; old one to be turned off 3-10-11
- The 2009 aerials will be in-house and placed on website
- Reported on request received from Lindsey Biller, Illinois Department of Natural Resources, for Conservation Stewardship Program. The request is for parcel data for Conservation Stewardship. Committee discussed and recommends request be sent to SAO Office for review before approval is given. If SAO approves, Stan Laken is authorized to sign their agreement.
- Discussion on redistricting and effects on polling places

Technology: Stan Laken reported:
- Digital Software Recording will be in place soon in the County Board room; current machine will be left in place until further notice
- Public Internet shuts off at 5pm which has been done for security reasons; considering extending shut-off to 9pm because of meetings held until that time. Consideration is being given to issue a generic password to allow access after the shut-off time
- Andy Nicoletti is setting up training for township assessors who use Devnet
- Jonathan Oelschlager will be attending KenCom training (1-week) where their vendor will be coming on-site
- There will be emergency system warning tests conducted in March/April; this will be spot testing

PBZ: Angela Zubko reported:
- Working on internet functions
- Working with Don Clayton on LRMP maps

Other Business: Jeff Wilkins brought up LS Power/Dynegy County settlement agreement forwarded to all County Board members. Committee expressed their opinions concerning the language and parts they would like to see modified before adoption. Further discussion will occur at the Finance & COW meetings on March 10th before being forwarded to the County Board for final action.

Action Items for County Board:

Adjournment: Ms. Martin moved to adjourn at 9:51 AM. Seconded by Ms. Vickery. Meeting adjourned.

Mimi Bryan, Administrative Assistant
HIGHWAY COMMITTEE MINUTES

DATE: March 8, 2011
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Chairman Davidson, Flowers, Petrella, Shaw & Wehrli
STAFF PRESENT: Klaas, Myers, Burscheid & McNelis
ALSO PRESENT: Dan Koukol, Todd Roberts of Merit Corp & PJ Fitzpatrick of WBK Associates

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

Motion Petrella; 2nd Flowers to revise the agenda by placing the access variance for Oswego School District as item one. Motion carried unanimously.

Oswego School District has requested a variance from the County Access Ordinance to allow a full-access intersection on the west side of Ridge Road to serve their proposed high school. The proposed access is located approximately 1700' south of the existing Plainfield Road / Ridge Road intersection. The State's Attorney has reviewed and amended the proposed access variance ordinance, and it is now ready to go to the County Board. Todd Roberts described how the School District is putting a multi-use path along the west side of Ridge Road; but that it doesn’t go all the way north to the existing intersection because the School District doesn’t own that property and there is insufficient right-of-way to place the path there. The County Engineer and Village of Plainfield felt that there should be pedestrian accommodations made at the existing intersection. Petrella felt that pedestrian accommodations should be made at both Ridge Road intersections. Wehrli thought it would be very important to include a path or sidewalk along Plainfield Road, from the proposed parking lot over to the intersection of Plainfield Road and Ridge Road. Klaas suggested that pedestrian signals could be installed at the existing intersection and eliminated at the southerly intersection, since there was no development to the south. This would help keep costs down for the school. The School District also requested that additional language be included in the variance to provide for cost sharing of traffic signal maintenance once additional developments occur at the Ridge Road access point. This language will be incorporated into the variance ordinance. Motion Wehrli; 2nd Flowers to forward the access variance on Ridge Road to the County Board. Motion carried unanimously.

The latest version of an Intergovernmental Agreement between the City of Plano, City of Yorkville and Kendall County for the reconstruction of Eldamain Road from Menards to Galena Road was presented to the committee. City of Plano and the City of Yorkville have already signed the agreement. Motion Wehrli; 2nd Flowers to forward to the intergovernmental agreement to the County Board for approval. Motion carried unanimously.

An intersection improvement is planned at Route 71 / Van Emmon Road with the State being the lead agency. The improvements will include turning lanes, traffic signals and overhead lighting. The total estimate of cost for this improvement is approximately $1.1 million, with the County share for this project at roughly $30,000. A bid letting is scheduled for June of this year. The County Engineer and the States Attorney are working on a County / State agreement with IDOT. The final version of this agreement will be presented at the County Board meeting Tuesday.
Motion Flowers; 2nd Petrella to forward the County / State Agreement to the County Board for approval. Motion carried unanimously.

A preliminary engineering agreement between Kendall County and WBK Associates was presented to the committee. The agreement provides for the study of the Orchard / Minkler / Collins / Grove corridor around the southwest side of the Village of Oswego. Total cost for the engineering services provided is $34,929.86. Motion Flowers; 2nd Petrella to forward the engineering agreement to the County Board for approval at a cost not to exceed $35,000. Motion carried unanimously.

The County Engineer presented an amendment to the Phase I Engineering Agreement between Kendall County and Hampton, Lenzini and Renwick for Eldamain Road Bridge and corridor study. Phase I costs have been increased by approximately $342,000 due to FHWA requirements that will make the County study the corridor much more intricately between Illinois Route 71 and Walker Road. Additional work will include land surveys, tree surveys, wetland surveys, soil borings and many other tasks that are a part of the phase I process. This work will have to be done, even though the County has no intention of pursuing actual construction of a new roadway in this area as part of the initial project. Because of the federal monies committed to this project, the County will only have to pay 20% of the extra amount, or about $68,000. The County will have to both amend the engineering agreement as well as the Local Agency Agreement for Federal Participation. Motion Shaw; 2nd Flowers to forward the amended preliminary engineering services agreement and the Local Agency Agreement to the County Board for approval. Motion carried unanimously.

A meeting is scheduled for Wednesday, March 9th at the Historic Courthouse to discuss a proposed multi-use path along Illinois Route 71. The consensus of the committee was that the local share of funding for this project should be paid from the General Fund or Forest Preserve District funds.

Land acquisition on Ridge Road was discussed briefly. It was decided that no executive session would be required at the next County Board meeting.

A resolution setting the County Engineer’s salary from May 20, 2011 to May 20, 2012 was presented to the committee. Kendall County is reimbursed for 50% of the county engineer’s salary out of federal funds. Motion Flowers; 2nd Wehrli to forward to the salary resolution to the County Board for approval. Motion carried unanimously.

The committee directed the County Engineer to schedule a joint meeting with Grundy County the last week of March.

Motion Petrella; 2nd Flowers to forward payroll and bills for the month of March to the Finance Committee for approval. Motion carried unanimously.

The next meeting is scheduled for Tuesday, April 12, 2011 at 4:00 P.M.
Respectfully submitted,

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

ACTION ITEMS

• Access variance for Oswego School District on Ridge Road
• Intergovernmental Agreement for Eldamain Road reconstruction
• County/State agreement for intersection improvements at Route 71 & Van Emmon Road
• Engineering agreement with WBK Associates not to exceed $35,000
• Amended preliminary engineering services agreement with HLR for Eldamain Bridge
• Amended Local Agency Agreement for Federal Participation for Eldamain Bridge
• Resolution setting forth salary of the County Engineer
WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999, and notwithstanding subsequent revisions; and

WHEREAS, Ridge Road has been classified as an Access 1 Highway in said Ordinance, requiring a signalized or unsignalized spacing of public streets to be not less than 2640 feet; and

WHEREAS, Oswego CUSD 308, hereinafter referred to as "School District", has petitioned the County to allow full access on Ridge Road approximately 1700 feet south of Plainfield Road as part of the School District’s plan to build a new high school facility at said location; and

WHEREAS, Kendall County believes the proposed access on Ridge Road will strike an appropriate balance between the needs of the School District and the safety of the traveling public.

THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

1. The above listed recitals are incorporated herein as if fully set out herein.

2. That Kendall County Ordinance 05-64 mandates access spacing of 2640 feet for the subject access.

3. That a variance is hereby authorized to the School District for the purpose of a full-access driveway on the west side of Ridge Road approximately 1700' south of Plainfield Road. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.

4. The School District shall make improvements to Ridge Road to accommodate the proposed full access driveway. The improvements shall include, but are not limited to, the dedication of not less than 75’ of right-of-way along the entire frontage of Ridge Road, as measured from the existing centerline of said roadway; the construction of a raised, green median, not less than 18’ in width, including concrete curb and gutter; new HMA pavement providing one northbound lane and one southbound lane for Ridge Road; a southbound right turn lane; a northbound left turn lane and all related roadway appurtenances, including drainage structures, to provide a complete and functional roadway facility to serve both the proposed high school and the traveling public.

5. Improvements to the access on Ridge Road shall also include a traffic signal with combination lighting. Said traffic signals shall comply with all design requirements of the Manual on Uniform Traffic Control Devices, all requirements of the Illinois Department of Transportation, and any applicable local policies and procedures. Although Kendall County will have jurisdiction of said traffic signal upon completion and acceptance of same, the School District shall be held financially responsible for all costs related to the repair, replacement and upkeep of the traffic signal until
such time as adjacent properties are developed. Upon development, those properties shall participate in the cost for repair, replacement and upkeep of the traffic signal, based on 25% cost sharing for each corner of the intersection.

6. The School District shall also be responsible for traffic signal pedestrian accommodations at the existing signalized intersection of Ridge Road and Plainfield Road as part of the Ridge Road improvements.

7. All proposed roadway and traffic signal improvements, including the aforementioned items, as well as any roadway-related items not specifically detailed herein shall be subject to the approval of the Kendall County Engineer.

8. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

__________________________________________
John P. Purcell – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the ______ day of __________________, A.D., 2011.

__________________________________________
Debbie Gillette – County Clerk
INTERGOVERNMENTAL AGREEMENT

BETWEEN

KENDALL COUNTY, CITY OF PLANO AND CITY OF YORKVILLE

An agreement governing the reconstruction of Eldamain Road from Menards to Galena Road

WHEREAS, Kendall County, the City of Plano, and the City of Yorkville are all units of local government authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10, and;

WHEREAS, Kendall County, hereinafter referred to as County, has jurisdiction over Eldamain Road for its entirety, and;

WHEREAS, the County seeks to make certain improvements to Eldamain Road from the Menards Distribution Center north to Galena Road to address the growing capacity needs of the roadway, improve public safety and stimulate the economies of local municipalities, and;

WHEREAS, specific improvements for the proposed roadway include the construction of one lane of concrete pavement in each direction, all appropriate turning lanes, paved shoulders, a raised grass median, pavement markings and all other appurtenances necessary to complete the reconstruction of the roadway in accordance with County specifications, and;

WHEREAS, the City of Plano, hereinafter referred to as Plano, has corporate boundaries lying immediately adjacent to and West of the centerline of Eldamain Road; and City of Yorkville, hereinafter referred to as Yorkville, has corporate boundaries lying immediately adjacent to and East of the centerline of Eldamain Road, and;

WHEREAS, both Plano and Yorkville share the vision of the County to make improvements to Eldamain Road from the Menards Distribution Center to Galena Road for reasons aforesaid, and;

WHEREAS, said agencies desire to codify the terms of agreement as they relate to the cost of the project, the recapture of fees, the timing of repayment of fees and expenses, the dedication of necessary rights-of-way, the cost of engineering and any and all other items expressly identified and contained herein.

NOW, THEREFORE, in consideration of the mutual promises, obligations and undertakings set forth herein, the parties mutually agree as follows:

1. The above recitals are incorporated herein by reference.

2. The County will prepare or cause to be prepared all documents related to the reconstruction of Eldamain Road from the Menards Distribution Center north to Galena Road, including, but not limited to, engineering plans, specifications, estimates, contracts, bonds, and certificates of insurance, as well as all documentation required for accurate payment of all contractors and subcontractors working on the
project under the terms and conditions of the contract, identified by the County as Section 07-00096-00-RP, at no cost to Plano and Yorkville.

3. The County will acquire necessary rights-of-way for the project, identified as Section 07-00096-00-RP, at no cost to Plano and Yorkville. Plano and Yorkville shall be responsible for acquiring rights of way for future improvements as set forth in paragraph 11 below.

4. As lead agency, the County will cause the reconstruction of Eldamain Road to be completed in a timely manner, and will make payment(s) to those performing the work in accordance with the contract documents.

5. The parties mutually agree that the estimated cost to improve Eldamain Road is $6.3 million. Said costs shall be divided and assessed equally between the County, Plano and Yorkville, with the municipal shares being assessed per lineal foot of frontage along Eldamain Road. It is the understanding of all parties hereto that the Municipal Corporations, Plano and Yorkville, will not be responsible to directly pay said fees, but shall collect fees pursuant to recapture agreements as permitted by law in any applicable annexation agreement from future municipal developments, and upon receipt of such fees from developers shall turn over those fees to the County as a recapture of costs for construction of the roadway.

6. The City of Plano and the United City of Yorkville have heretofore entered into a Boundary Agreement between the United City of Yorkville, Illinois, and the City of Plano, Illinois, a copy of which has heretofore been filed for record in the Office of the Recorder of Deeds of Kendall County as Document Number 200100005727 and Document Number 200500008114. Said Agreement between the cities provides, at Paragraph 7, for a cost sharing for future improvements to Eldamain Road.

7. Pursuant to the terms of Paragraph 7 of the Boundary Agreement, the City of Plano has already expended the sum of $3,400,000.00 for improvements to Eldamain Road. The obligation of the City of Plano to contribute further to the costs to improve Eldamain Road contemplated by the Agreement shall not occur until such time as the United City of Yorkville has contributed from recapture fees not less than $3,400,000.00 to the project as set forth in the following Paragraphs of this Agreement.

8. Based upon current estimates, the City of Plano's share of the costs of the project will be $2,100,000.00 (1/3rd of $6,300,000.00). Accordingly, based upon current estimates of cost, the contribution to be collected by the City of Plano will be in the sum of $400,000.00.

9. Based upon current estimates, the share of the cost to be recaptured by the United City of Yorkville shall be assessed at $336.59 per lineal foot of frontage on the East side of Eldamain Road (11,290.00 lineal feet) and that the share of the cost to be recaptured by the City of Plano shall be assessed at $34.85 per lineal foot along the West side of Eldamain Road (11,468 lineal feet), and shall be paid to the County under the following terms. Plano agrees to make every reasonable effort to assess through recapture and collect not less than $34.85 per lineal foot and Yorkville agrees
to make every reasonable effort to assess through recapture and collect not less than $336.59 per lineal foot from all developments in each respective community that have frontage on Eldamain Road between Menards Distribution Center and Galena Road, excluding those properties that have existing annexation agreements approved as of the date of the signing of this instrument. Collected fees shall be paid to the County not more than 180 days after recording of the final plat for any and all municipal developments that have frontage on Eldamain Road.

10. Upon completion of the improvements and the finalization of the computation of the costs of the project, the parties agree to execute an Amendment to this Agreement incorporating the final "AS BUILT" costs and adjusting, based upon final "AS BUILT" costs, the allocations set forth above.

11. In order to accommodate future multi-lane improvements, Plano and Yorkville also agree to use their best efforts to acquire from all future developed properties with frontage along Eldamain Road and to grant to the County of Kendall, at no costs to the Cities, not less than 60' nor more than 75' of road right-of-way, measured from the centerline of Eldamain Road to the right-of-way line, along the entire frontage of all developed properties that have frontage along Eldamain Road, at the time of annexation or platting of said developing properties. The exact width of right-of-way required shall be designated by the County Engineer of Kendall County.

12. In the event federal stimulus funds, or any other federal or state grant funds are allocated for the reconstruction of Eldamain Road, Section 07-00096-00-RP, the municipal share of recapture costs, identified above, shall be reduced proportionally for both Plano and Yorkville. Specifically, recapture costs per lineal foot shall be reduced to equal the following: Yorkville: \[1 - \text{Grant Funds} / \$6.3 \text{million}\] x \$336.59; Plano: \[1 - \text{Grant Funds} / \$6.3 \text{million}\] x \$34.85.

13. This Agreement is executed in triplicate and each party shall retain one completely executed copy, each of which is deemed an original.

14. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all parties.

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

16. This agreement shall be in full force and effect for a period of 20 years from the date of execution of the agreement.

17. This Agreement may be terminated only by mutual consent of all of the parties acknowledged in writing.
IN WITNESS WHEREOF, the parties mutually agree to the terms and conditions contained herein.

**FOR THE COUNTY**

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<thead>
<tr>
<th>NAME</th>
<th>John Purcell</th>
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<tr>
<td>TITLE</td>
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<td>SIGNATURE</td>
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<thead>
<tr>
<th>NAME</th>
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**FOR THE CITY OF PLANO**

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<tr>
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<th>Robert Hausler</th>
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**FOR THE CITY OF YORKVILLE**

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<tr>
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AGREEMENT

This agreement is entered into by and between the State of Illinois, acting by and through its Department of Transportation, hereinafter called the STATE, and the county of Kendall, of the State of Illinois, hereinafter called the COUNTY.

WITNESSETH:

WHEREAS, the STATE is an agency of the State government and the COUNTY is a unit of local government who are both authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220 et seq. and the Illinois Constitution Article VII Sec. 10.

WHEREAS, the STATE, in order to facilitate the free flow of traffic and ensure safety to the motoring public, is desirous of improving the intersection of Illinois 71 with County Highway (CH) 24 (Van Emmon Road) and Reservation Road (FAU 2515), located approximately two miles east of Illinois 126 in Kendall County. The proposed intersection project involves approximately 1,500 feet of Illinois 71, 643 feet of Van Emmon Road, 50 feet of Reservation Road, and the installation of traffic signals on all four legs (see location map attached hereto as Exhibit #1).

WHEREAS, the subject project is identified under Illinois 71 (FAP 311), State Section (1-1)N, TS, Job No. C-93-025-11, Contract 66955.

WHEREAS, the following scope of work for the subject project is proposed:

A. Widening of Illinois 71 – Approximately 1,500 feet of Illinois 71 will be widened from its present three lanes to a variable three and four lane pavement section from 722 feet north to 778 feet south of the intersection with Van Emmon-Reservation Roads.

The north leg of Route 71 will consist of one 12 foot wide through lane for southwest traffic, one 11 foot exclusive right turn lane, one 11 foot exclusive left turn lane, and one 12 foot wide through lane for northeast traffic. A combination 8 foot shoulder will be provided consisting of 4 feet of bituminous concrete and 4 feet of aggregate material.

The south leg of Route 71 will consist of one 12 foot wide through lane for northeast traffic, one 11 foot exclusive left turn lane, one 11 foot exclusive right turn lane, and one 12 foot wide through lane for southbound traffic. On the west side of the roadway, a combination 8 foot shoulder will be provided consisting of 4 feet of bituminous concrete and 4 feet of aggregate material. On the east side of the roadway, an 11 foot bituminous concrete shoulder will be provided.

B. Widening of CH 24 (Van Emmon Road) – Approximately 643 feet of Van Emmon Road will be widened from its present two lanes to a variable three lane pavement section.

The newly constructed pavement will transition from a two lane pavement to a three lane facility at its intersection with Illinois 71, consisting of an 11 foot through lane for eastbound traffic, one exclusive 11 foot left turn lane, and an 11 foot westbound through lane.

C. Reservation Road (FAU 2515) – Approximately 50 feet of Reservation Road from the radius return of Illinois 71 will be milled and resurfaced with 1 1/2" of hot mix asphalt. Pavement will be tapered to meet the existing combination curb and gutter. The three existing lanes will be restriped to provide one 12 foot wide eastbound lane, one 12 foot exclusive left turn lane, and one 12 foot wide westbound lane.
D. Traffic Signals — Traffic signals will be installed at the intersection of Illinois 71 and Van Emmon/Reservation Roads.

E. Combination Mast Arm Lighting — Roadway lighting will be installed upon extended traffic signal poles. These combination roadway lights will be provided at all four quadrants of the intersection. The luminaries and related controller and cable for the roadway lighting will be at 100 percent COUNTY cost.

WHEREAS, the COUNTY is desirous of said improvement in that same will be of immediate benefit to the COUNTY residents and permanent in nature.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

1. The above stated recitals are incorporated herein by reference, as if fully set out herein.

2. The STATE agrees to make the surveys, obtain all necessary rights of way, prepare plans and specifications, receive bids and award the contract, furnish engineering inspection during construction and cause the improvement to be built in accordance with the plans, specifications, and contract.

3. The STATE agrees to pay for all right of way, construction and engineering costs subject to reimbursement by the COUNTY as hereinafter stipulated.

4. It is mutually agreed by and between the parties hereto that the estimated cost and cost proration for this improvement is as follows:

<table>
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<tr>
<th>Type of Work</th>
<th>Federal</th>
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<th>State</th>
<th></th>
<th>County</th>
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<tr>
<td></td>
<td>Cost</td>
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<td>%</td>
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<td>5</td>
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<td>0</td>
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<td>Subtotals</td>
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<td>$3,900</td>
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* Participation and reimbursement shall be predicated by the percentages shown above for the specified work. Cost shall be determined by multiplying the final quantities of materials and items required by contract unit prices of awarded contract, plus 15 percent for preliminary and construction engineering. Participation toward the traffic signals shown above shall not exceed 125 percent of the estimated construction cost stated above, plus 15 percent engineering.
5. The COUNTY has passed a resolution appropriating sufficient funds in the amount of Thirty Thousand Dollars and Zero Cents ($30,000.00) to pay its share of the cost for this improvement, a copy of which is attached hereto as Exhibit 2 and made a part hereof.

6. The COUNTY further agrees that upon receipt of the first and subsequent progress payments made to the contractor, the COUNTY will pay to the STATE from any funds allotted to the COUNTY an amount equal to the COUNTY’s share, divided by the estimated construction costs, multiplied by the actual progress payment made to the contractor until the entire obligation incurred under this agreement has been paid.

7. The COUNTY will provide necessary funds for its share of the cost of this improvement.

8. The COUNTY agrees not to permit driveway entrance openings to be made in the curb, as constructed, or the construction of additional entrances, private or commercial, along Illinois 71 without the consent of the STATE.

9. The STATE agrees to invite a COUNTY representative to accompany STATE personnel during field inspection of the completed project.

10. Upon final field inspection of the improvement and so long as Illinois 71 is used as a state highway, the STATE agrees to maintain or cause to be maintained the two through traffic lanes, the left-turn and right-turn lanes, and the curb and gutter or stabilized shoulders and ditches adjacent to those traffic lanes and turn lanes to be maintained by the STATE. Road signs on Illinois Route 71 will be the responsibility of the STATE.

11. The COUNTY agrees to retain jurisdiction of CH 24 (Van Emmon Road) as long as it remains a county highway. Upon final field inspection of the improvement, the COUNTY agrees to maintain or cause to be maintained those portions of the improvement which are not maintained by the STATE, which includes all traffic lanes, turn lanes, and pavement markings on Van Emmon Road. The COUNTY further agrees to continue maintenance responsibilities on drainage facilities on Van Emmon Road. Road signs on Van Emmon Road will be the responsibility of the COUNTY.

12. Upon acceptance by the STATE of the traffic signal and roadway lighting work included herein, the responsibility for the maintenance, both physical and financial and electrical energy charges for the operation of the traffic signals and roadway lighting shall be proportioned as follows:

<table>
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<tr>
<th>Intersection</th>
<th>Maintenance</th>
<th>Electrical Energy</th>
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<tbody>
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<td>100%</td>
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<tr>
<td>Traffic Signals:</td>
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<td>County Share</td>
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13. It is mutually agreed that maintenance, both physical and financial, and energy costs of all roadway lighting installed at Illinois 71 and CH 24 (Van Emmon Road) with this project will be 100 percent responsibility of the COUNTY.

14. The COUNTY agrees to provide written approval of that portion of the plans and specifications relative to the COUNTY financial and maintenance obligations described herein, prior to the STATE’s advertising for the aforesaid proposed improvement.

15. This AGREEMENT and the covenants contained herein shall be null and void in the event the contract covering the construction work contemplated herein is not awarded within the two (2) years subsequent to execution of the agreement.

16. This Agreement may be terminated by either party with thirty (30) calendar days written notice to the other party.

17. All notices required or permitted hereunder shall be in writing and shall be given by: (a) depositing the same in the United States mail, address to the party to be notified, postage prepaid and certified with the return receipt requested; (b) delivering the same in person to the party to be notified; or (c) by facsimile with electronic confirmation of receipt. Notice to the COUNTY shall be sent to: Francis C. Klaas, P.E., Kendall County Engineer, 6780 Route 47, Yorkville, Illinois 60560, fax (630) 553-9583, with a copy sent to Kendall County State’s Attorney, Eric Weis, 807 W. John Street, Yorkville, Illinois 60560, fax (630) 553-4204. Notice to the STATE shall be sent to: Mr. Don Ernat, Area Supervisor, 700 East Norris Drive, Ottawa, IL 61350, fax (815) 434-8599.

18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Agreement supersedes any prior written or oral agreement between the parties and may not be modified except in writing acknowledged by both parties.

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

20. Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.
21. This Agreement is executed in duplicate and each party shall retain one (1) completely executed copy, each of which is deemed an original.

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

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois.

24. This agreement shall be binding upon and to the benefit of the parties hereto, their successors and assigns.

SIGNATURE

On Behalf of the County of Kendall

John P. Purcell
Chairman of the Board

Attest

Debbie Gillette
Kendall County Clerk

Date

Approved:

State of Illinois
Department of Transportation

Eric S. Therkildsen
Acting Deputy Director of Highways
Region Two

Date
KENDALL COUNTY

Resolution No. ______

A Resolution Appropriating Funds for the Intersection of Ill. Rte. 71 and Van Emmon Road

WHEREAS, the COUNTY OF KENDALL has entered into an agreement with the STATE OF ILLINOIS for the improvement of Illinois Route 71 at County Highway 24 (Van Emmon Road) and Reservation Road, known as State Section (1-1)N, TS; and

WHEREAS, in compliance with the aforementioned agreement, it is necessary for the COUNTY to appropriate sufficient funds to pay its share of the cost of traffic signals and roadway lighting. The COUNTY will provide necessary funds for its share of the cost of this improvement.

NOW, THEREFORE BE IT RESOLVED, that there is hereby appropriated the sum of thirty thousand dollars ($30,000) or so much thereof as may be necessary, from the Transportation Sales Tax Fund of KENDALL COUNTY to pay its share of the cost of traffic signals and roadway lighting as provided in the AGREEMENT.

BE IT FURTHER RESOLVED, that upon receipt of the first and subsequent progress payments made to the CONTRACTOR, the COUNTY will pay to the DEPARTMENT OF TRANSPORTATION of the STATE OF ILLINOIS from any funds allotted to the COUNTY, an amount equal to the COUNTY’S share, $30,000 divided by the estimated construction costs, $1,092,000, multiplied by the actual progress payment made to the CONTRACTOR until the entire obligation incurred by the COUNTY under this agreement has been paid.

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

John P. Purcell - Kendall County Board Chair

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of __________________, A.D. 2011.

Debbie Gillette – County Clerk

(SEAL)
March 1, 2011

Mr. Francis Klaas, PE
County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, IL 60560

Subject: Proposal for Professional Engineering Services
Feasibility Study
Orchard/Minkler/Collins Corridor

Dear Mr. Klaas:

Wills Burke Kelsey Associates, Ltd. ("WBK") is pleased to provide you with this proposal for professional engineering services related to the Orchard/Minkler/Collins corridor study near Oswego, IL. The purpose of these services is to prepare a feasibility to extend Collins Road and expand the Orchard/Minkler corridor. Preparing this proposal requires the exercise of professional engineering judgment and as such this proposal remains the proprietary instrument of service of the firm Wills Burke Kelsey. No portion of this proposal may be shared with another firm providing similar services. Included below is our scope of services and estimate of fee.

SCOPE OF BASIC SERVICES

A detailed scope of services is attached to the proposal. All work associated with this proposal will be completed by March 31, 2012.

ESTIMATE OF FEE

Due to the nature of the tasks noted above, we have provided time and materials budget. The actual amount invoiced will be based on the level of effort required, but we will not exceed the budget without your prior approval.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>TOTAL LABOR EFFORT</td>
<td>$34,299.51</td>
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<tr>
<td>Reimbursable Expenses at Cost</td>
<td>$ 630.35</td>
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<tr>
<td>TOTAL</td>
<td>$34,929.86</td>
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</table>

We propose to bill you monthly based on the attached Schedule of Charges. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.
If this proposal is acceptable, please sign both copies and return one (1) to us for our files to serve as a notice to proceed.

Sincerely,

WILLS BURKE KELSEY ASSOCIATES, LTD.

P.J. Fitzpatrick
Vice President

Encl: Detailed Scope of Services
      Cost Estimate of Consulting Services
      General Terms and Conditions (September 30, 2010)

THIS PROPOSAL, GENERAL TERMS AND CONDITIONS, AND SCHEDULE OF CHARGES ACCEPTED FOR KENDALL COUNTY, ILLINOIS.

BY: ________________________________

TITLE: ______________________________

DATE: ______________________________
General Project Information

The purpose of the project is to determine the feasibility of extending existing Collins Road to the west, eventually terminating at the intersection of Ill Rte. 71. Previous and future development scenarios have suggested that this corridor may be necessary to serve future growth in the area southwest of Oswego. In addition to the extension of Collins Road, the existing roadway network in the immediate vicinity will be evaluated. The limits of the corridor can best be defined as:

- Orchard Road to the Fox River to the north
- Collins Road to the south
- Ill. Rte. 71 to the west, and
- Grove Road to the east

The scope of the project can be better defined in the following main topics:

Section 1 – Gather and Inventory Existing Data

Section 2 – Perform an Opportunities and Constraints Analysis of the Corridor

Section 3 – Prepare a System Requirements Matrix, and Evaluate the Required Improvements

Section 4 – Meetings and Coordination

Section 5 – Project Administration

The sections are defined in more detail in the following sections.

Section 1 - Gather and Inventory Existing Data

1.1 Visit and walk the site to photograph pertinent features

1.2 Prepare a photo log of the corridor

1.3 Coordinate through the GIS department to receive GIS information (aerials, contours, floodplains, environmental features, land owner information, etc)

1.4 Obtain as-built plans where available

1.5 Secure Land Use maps and plats of subdivision (existing and future) located within the corridor area

1.6 Perform a "Design JULIE" to secure existing utility atlases within the study corridor
1.7 Coordinate and gather any available information from IDOT, District 3 pertaining to the design of Ill. Rte. 71 improvements to the east of Orchard/Minkler, as well as the Phase I activities associated with Ill. Rte 71 west of Orchard/Minkler.

1.8 Coordinate with CMAP to determine “planning level” traffic projections for the roadway network based on existing ADT from the IDOT ADT maps

1.9 If necessary, perform more detailed field surveys to better clarify existing topographic features (assume 2 days for the purpose of preparing scope)

*Deliverables to be provided as part of the data gathering will be a detailed log of correspondences requesting information, as well as a cataloged file of information received.*

**Section 2 - Perform an Opportunities and Constraints Analysis of the Corridor**

2.1 Create a base map that includes the data gathered in Section 1

2.2 Perform an Environmental screening of the corridor that will identify potential fatal flaws within the corridor area

2.3 Incorporate future IDOT improvements pertaining to Ill. Rte 71 onto the Base Map

2.4 Incorporate future desired improvements determined by the Village of Oswego.

2.5 Determine and incorporate future expansion of the Fox Metro Water Reclamation District facilities

2.6 Determine the flood plain boundaries near and around the Morgan Creek in order to evaluate the necessary waterway opening for bridge/culvert.

2.7 Prepare up to three (3) alignmentsthat will (a) avoid, (b) minimize, or (c) mitigate the identified constraints

*Deliverables for this section will be a base map of the corridor area that will include a write up detailing the process used to establish the opportunities and constraints.*

**Section 3 - Prepare a System Requirements Matrix and Evaluate the Required Improvements**

3.1 Prepare a Geometric Requirements matrix that will establish design parameter that would be necessary to qualify for future Federal funding.

3.2 Prepare typical sections that will be necessary to serve the future demand for the corridor
3.3 Establish concept intersection geometry, based on projected traffic, for the Collins / Minkler intersection, the Collins/Ill. Rte. 71 intersection and the Minkler/Orchard/Ill. Rte. 71 intersection.

3.4 Establish concept centerline geometry for a preferred alignment

3.5 Establish concept profile for the preferred alignment

3.6 Based on a preferred alignment, establish a planning level requirement for stormwater detention and compensatory storage, and establish potential locations for both

3.7 Determine planning level of Right-of-Way necessary to implement the preferred alignment. Include an area of potential permanent and temporary easements.

3.8 Prepare a planning level, present day, estimate of project costs that would include Right-of-Way, engineering, permit fees and wetland mitigation (if required)

Deliverables for this section would include a technical memorandum, including exhibits, summarizing the activities and results of this section.

Section 4 - Meetings and Coordination

4.1 Kick off meeting with the Kendall County Highway Department (KCHD)

4.2 Coordination and data gathering meeting with the Village of Oswego (assume 2 meetings)

4.3 Coordination meeting with IDOT District 3

4.4 Opportunities and Constraints meeting with KCHD

4.5 Presentation to the Kendall County Highway and Bridge Committee

4.6 Meeting and exhibit preparation (assume 1 hour for each meeting)

4.7 Meeting follow up and minutes (assume 1 hour for each meeting)

Deliverables for this section will be meeting agendas, exhibits and meeting minutes

Section 5 - Project Administration

5.1 Prepare and implement project work plan

5.2 Prepare and maintain progress schedule

5.3 Prepare and submit monthly progress reports with invoices

Deliverables associated with this section will be a progress schedule and progress reports.
# Feasibility Study

**Orchard Road/Minkler Road/Collins Road**

near Oswego, Illinois

**Route**

**Local Agency**

Kendall County Highway Department

**Section**

Project

Job No.

Prop. Structure No.

Method of Compensation:

- Cost Plus Fixed Fee 1
  - 14.5%[(DL + R(DL) + OH(DL) + IHDC)

- Cost Plus Fixed Fee 2
  - 14.5%[(DL + R(DL) + (2.4(DL) + IHDC]

- Cost Plus Fixed Fee 3
  - 14.5%[(2.3 + R)DL + IHDC]

- Specified Rate
  - (0.37 + R) DL

- Lump Sum

---

**Cost Estimate of Consultant's Services in Dollars**

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<th>Element of Work</th>
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<th>Man-Hours</th>
<th>Payroll Rate</th>
<th>Payroll Costs (DL)</th>
<th>Overhead*</th>
<th>Services by Others</th>
<th>In-House Direct Costs (IHDC)</th>
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**Totals**

| 364.0 | $13,077.16 | $16,798.92 | $4,423.43 | $34,029.69 |

---

*Firm's approved rates on file with IDOT's Bureau of Accounting and Auditing.*

Overhead Rate (OH) 128.46 %

Complexity Factor (R) 0.000

Calendar Days 0

Date: 2/1/2011

Printed on 2/8/20119:26 AM

1 of 6

EXHIBIT A

Exh A-CPFF
### Work Hour Estimate for Consulting Services

#### Feasibility Study

**Orchard Road/Minler Road/Collins Road**

#### Description

<table>
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<tr>
<th>Task Description</th>
<th>Engineer I</th>
<th>Engineer II</th>
<th>Engineer III</th>
<th>Engineer IV</th>
<th>Engineer V</th>
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<td>1.1. Visit and walk site to photograph potential features.</td>
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<td>1.2. Collect data from local agency and state DOT information (rates, costs, floodplains, etc.).</td>
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<td>1.5. Secure use maps and/or site plans from state DOT.</td>
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<td>1.6. Prepare a report summarizing the data within the study area.</td>
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<td>1.7. Coordinate and gather any available information from DOT and/other agencies within the study area.</td>
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<td>1.8. Coordinate with GIS data to identify &quot;known&quot; floodplains in the right-of-way.</td>
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<td>8.0</td>
<td>9.0</td>
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<tr>
<td>1.9. Prepare an aerial photograph of the study area.</td>
<td>1.0</td>
<td>2.0</td>
<td>3.0</td>
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<td>6.0</td>
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<tr>
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<td>10.0</td>
<td>14.0</td>
<td>18.0</td>
<td>22.0</td>
<td>26.0</td>
<td>30.0</td>
<td>34.0</td>
<td>38.0</td>
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<td>10.0</td>
<td>14.0</td>
<td>18.0</td>
<td>22.0</td>
<td>26.0</td>
<td>30.0</td>
<td>34.0</td>
<td>38.0</td>
<td>42.0</td>
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</table>

#### Aftermath

- **SUB-TOTAL**: 100%
- **TOTAL**: 100%
- **SUB-TOTAL**: 100%
- **TOTAL**: 100%
### Orchard Road/Minkler Road/Collins Road
Kendall County Highway Department
Feasibility Study

#### Development of Project Hourly Rates (IDOT Method)

<table>
<thead>
<tr>
<th>Item</th>
<th>2011 Actual @ 3.0% Increase</th>
<th>2012 Projected @ 3.0% Increase</th>
<th>2013 Projected @ 3.0% Increase</th>
<th>2014 Projected @ 3.0% Increase</th>
<th>2015 Projected @ 3.0% Increase</th>
<th>2016 Projected @ 3.0% Increase</th>
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</thead>
<tbody>
<tr>
<td>Average Hourly Rate as a Percent of 2010 Rate</td>
<td>100.0%</td>
<td>103.0%</td>
<td>106.1%</td>
<td>109.3%</td>
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<tr>
<td>Estimated Months of Contract in Given Year</td>
<td>9</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>% of Project Duration</td>
<td>100.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
<td>0.00%</td>
</tr>
<tr>
<td>Extension</td>
<td>1.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
<td>0.000</td>
</tr>
<tr>
<td>Weighted Project Hourly Rate Multiplier</td>
<td>Note: Salary Adjustments are applied on January 1 of Each Year</td>
<td>1.000</td>
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</tbody>
</table>

**Project Duration:** April 1, 2011 to December 31, 2011 = 9 months

**Allowed Percentage Escalation:**

<p>| 3.00% | 1.030 |</p>
<table>
<thead>
<tr>
<th>Classification</th>
<th>2011 Actual Rate</th>
<th>Adjusted Rate</th>
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<td>Engineer VI</td>
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<td>Engineer V</td>
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<td>$64.88</td>
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<td>Engineer IV</td>
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<td>Engineer III</td>
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<td>Engineer II</td>
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<td>Engineering Technician IV</td>
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<tr>
<td>Engineering Technician III</td>
<td>$38.00</td>
<td>$38.00</td>
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<tr>
<td>Engineering Technician II</td>
<td>$26.80</td>
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</tr>
<tr>
<td>Senior Structural Engineer</td>
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</tr>
<tr>
<td>Senior Scientist V</td>
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<td>Env. Res Spec III</td>
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<tr>
<td>Env. Res Spec II</td>
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</tr>
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</tr>
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<td>Resource Planner III</td>
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<td>GIS Analyst</td>
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<td>Administrative Manager</td>
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<tr>
<td>Office Professional</td>
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<tr>
<td>Engineering Intern</td>
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</table>
### Feasibility Study

**Route**
- Local Agency: Kendall County

**Section**

**Project**

**Job No.**

**Prop. Structur**

**Consultant** Wills Burke Kelsey Associates, Ltd.

### In-House Direct Costs (IHDC)

<table>
<thead>
<tr>
<th>ITEM</th>
<th>UNITS</th>
<th>UNIT COST</th>
<th>QUANT.</th>
<th>TOTAL COST</th>
<th>QUANT.</th>
<th>TOTAL COST</th>
<th>QUANT.</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td><strong>DIRECT COSTS</strong></td>
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<td>$0.00</td>
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<tr>
<td>Postage &amp; Shipping (UPS, Fed-Ex)</td>
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<td>0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>24 x 36 Color Bond Plots</td>
<td>SHEET</td>
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<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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<td></td>
</tr>
<tr>
<td>24 x 36 Vellum Plots</td>
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<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>24 x 36 Mylar Plots</td>
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<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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<td></td>
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<tr>
<td>8 ½ x 11 BW Photocopies</td>
<td>SHEET</td>
<td>$0.07</td>
<td>0.00</td>
<td>$0.00</td>
<td>150</td>
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<tr>
<td>11 x 17 BW Photocopies</td>
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<tr>
<td>8 ½ x 11 Color Photocopies</td>
<td>SHEET</td>
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<td>0.00</td>
<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
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</tr>
<tr>
<td>11 x 17 Color Photocopies</td>
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<td>0.00</td>
<td>$0.00</td>
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<td>$0.00</td>
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<td>0.00</td>
<td>$0.00</td>
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<tr>
<td>Public Notice (News Paper)</td>
<td>UNIT</td>
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<td>$0.00</td>
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<tr>
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</tr>
<tr>
<td>Wetland Banking Fee</td>
<td>UNIT</td>
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<td>$0.00</td>
<td>0.00</td>
<td>$0.00</td>
<td></td>
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</tr>
</tbody>
</table>

**Sub-Totals**

$110.00

**Totals**

$630.30

**Total Costs**

$219.00
### Feasibility Study

**Route**
Local Agency: Kendall County

**Section**
Project: Job No.
Prop. Structure:

**Consultant** Wills Burke Kelsey Associates, Ltd.

### In-House Direct Costs (IHDC)

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<td>Postage Letters</td>
<td>EACH</td>
<td>$0.41</td>
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<td>$0.60</td>
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<td>$0.00</td>
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<td>$0.00</td>
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<tr>
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<td>SHEET</td>
<td>$0.07</td>
<td>50</td>
<td>$3.50</td>
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<td>11 x 17 BW Photocopies</td>
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<td>$0.00</td>
</tr>
<tr>
<td>Public Notice (News Paper)</td>
<td>UNIT</td>
<td>$450.00</td>
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<td>$0.00</td>
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<td>Survey Equipment</td>
<td>UNIT</td>
<td>$500.00</td>
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<td>UNIT</td>
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<td>Title Commitments</td>
<td>EACH</td>
<td>$400.00</td>
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<td>$0.00</td>
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<tr>
<td>Wetland Banking Fee</td>
<td>UNIT</td>
<td>$1.00</td>
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<td>$0.00</td>
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<td>$0.00</td>
</tr>
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| Sub-Totals                          |       |           |        | $172.50    |        | $68.85     |
| Totals                              | $630.35|           |        |           |        |            |

**EXHIBIT A**
IHDC

Printed on 2/8/2019 26 AM
WILLS BURKE KELSEY ASSOCIATES, LTD.
GENERAL TERMS AND CONDITIONS

1. **Relationship Between Engineer and Client:** WILLS BURKE KELSEY ASSOCIATES, LTD. (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts of failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. **Responsibility of the Engineer:** Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. **Changes:** Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible.

4. **Suspension of Services:** Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the
resumptions of the services upon expiration of the Suspension of Services Order. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. **Termination:** This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by Engineer either before or after the termination date shall be reimbursed by Client.

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

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disk.s and to remove from copies provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith and, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against
all claims, liabilities, losses, damages, and costs, including but not limited to attorney’s fees, arising therefrom or in connection therewith.

The Client recognizes that changes or modifications to the Engineer’s instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control. Therefore, and in consideration of the Engineer’s agreement to deliver its instruments of professional service in machine readable form, the Client agrees, to the fullest extent permitted by law, to hold harmless and indemnify the Engineer from and against all claims, liabilities, losses, damages, and costs, including but not limited to attorney’s fees, arising out of or in any way connected with the modification, misinterpretation, misuse, or reuse by others of the machine readable information and data provided by the Engineer under this Agreement. The foregoing indemnification applies, without limitation, to any use of the Project Documentation on other projects, for additions to this Project, or for completion of this Project by others, excepting only such use as may be authorized, in writing, by the Engineer.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client’s sole risk, and Client shall indemnify and hold harmless Engineer from all claims, damages, losses, and expenses including attorney’s fees arising out of or resulting therefrom.

The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer’s promotional and professional materials. The Engineer’s materials shall not include the Client’s confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.

8. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.

9. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable. As such and with respect to ADA, Client agrees to waive any action against Engineer, and to indemnify and defend Engineer against any claim arising from Engineer's alleged failure to meet ADA requirements prescribed.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as
previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer’s Scope of Service and compensated for accordingly.

10. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

   It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

   All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

   All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

11. Indemnification: Engineer shall indemnify and hold harmless Client up to the amount of this contract fee (for services) from loss or expense, including reasonable attorney’s fees for claims for personal injury (including death) or property damage to the extent caused by the sole negligent act, error or omission of Engineer.

   Client shall indemnify and hold harmless Engineer under this Agreement, from loss or expense, including reasonable attorney’s fees, for claims for personal injuries (including death) or property damage arising out of the sole negligent act, error or omission of Client.

   In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

   Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, or for any other loss of any nature, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

12. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project
Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.

13. **Governing Law & Dispute Resolutions:** This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the State of Illinois.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which can not be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to arbitration (if arbitration is agreed upon by the parties of this Agreement) or the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. The request may be made concurrently with the filing of a demand for arbitration but, in such event, mediation shall proceed in advance of arbitration or legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee and any filing fees equally. The mediation shall be held in the place where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

14. **Successors and Assigns:** The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.

15. **Waiver of Contract Breach:** The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
16. **Entire Understanding of Agreement:** This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement shall be null, void and without effect to the extent they conflict with the terms of this Agreement.

17. **Amendment:** This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".

18. **Severability of Invalid Provisions:** If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.

19. **Force Majeure:** Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, strikes, walkouts, fires, natural calamities, or demands or requirements of governmental agencies.

20. **Subcontracts:** Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing.

21. **Access and Permits:** Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services.

22. **Designation of Authorized Representative:** Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.

23. **Notices:** Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

24. **Limit of Liability:** The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the
relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed the total Engineer's fee for professional engineering services rendered on this project as made part of this Agreement. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

25. **Client's Responsibilities**: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

In the event the foregoing requirements, or any of them, are not established by the Client and met by the Contractor, the Client agrees to indemnify and hold harmless the Engineer, its employees, agents, and consultants from and against any and all Losses which would have been indemnified and insured against by the Contractor, but were not.
When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

26. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify, or because of errors or omissions which may have occurred in assembling the information the Client is providing. Accordingly, the Client agrees, to the fullest extent permitted by law, to indemnify and hold the Engineer and the Engineer's subconsultants harmless from any claim, liability or cost (including reasonable attorneys' fees and cost of defense) for injury or loss arising or allegedly arising from errors, omissions or inaccuracies in documents or other information provided by the Client to the Engineer.

27. Payment: Client shall be invoiced once each month for work performed during the preceding period. Client agrees to pay each invoice within thirty (30) days of its receipt. The client further agrees to pay interest on all amounts invoiced and not paid or objected to for valid cause within said thirty (30) day period at the rate of eighteen (18) percent per annum (or the maximum interest rate permitted under applicable law, whichever is the lesser) until paid. Client further agrees to pay Engineer's cost of collection of all amounts due and unpaid after sixty (60) days, including court costs and reasonable attorney's fees, as well as costs attributed to suspension of services accordingly and as follows:

Collection Costs: In the event legal action is necessary to enforce the payment provisions of this Agreement, the Engineer shall be entitled to collect from the Client any judgement or settlement sums due, reasonable attorneys' fees, court costs and expenses incurred by the Engineer in connection therewith and, in addition, the reasonable value of the Engineer's time and expenses spent in connection with such collection action, computed at the Engineer's prevailing fee schedule and expense policies.

Suspension of Services: If the Client fails to make payments when due or otherwise in breach of this Agreement, the Engineer may suspend performance of services upon five (5) calendar days' notice to the Client. The Engineer shall have no liability whatsoever to the Client for any costs or damages.
as a result of such suspension caused by any breach of this Agreement by the Client. Client will reimburse Engineer for all associated costs as previously set forth in (Item 4 of) this Agreement.

28. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the Illinois Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

29. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Contractor shall supervise and direct the work efficiently with his/her best skill and attention; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees and warrants that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services
be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer does not guarantee the performance of the Contractor and shall not be responsible for the Contractor’s failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. Any suit brought against the Engineer which involve the acts or omissions performed by it in the enforcement of any provisions of the Client’s rules, regulation and/or ordinance shall be defended by the Client until final termination of the proceedings. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

30. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor’s failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

The Client and Engineer waive all rights against each other and against the Contractor and consultants, agents and employees of each of them for damages to the extent covered by property insurance during construction. The Client and Engineer each shall require similar waivers from the Contractor, consultants, agents and persons or entities awarded separate contracts administered under the Client’s own forces.

31. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer’s consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is a operation, maintenance and repair activity for which the Engineer is not responsible.
AMENDMENT NO. 1

Whereas, the County of Kendall heretofore entered into an agreement dated April 5, 2006 with Hampton, Lenzini and Renwick, Inc.; and

Whereas, the County of Kendall requested that Hampton, Lenzini and Renwick, Inc. expand the scope of services of said agreement. This amendment will provide compensation for this entire work; and

Whereas, the foregoing changes were not anticipated and were not included in the original scope of work; and

Whereas, it becomes necessary to expand the scope of services required under the said engineering agreement to cover the changes included in the attached scope of additional work (Exhibit D-1); and

Whereas, the additional services will exceed the original estimated contract value by not more than $343,084.92.

Now, therefore, the parties hereto do mutually agree to changes as follows:

1. Page 2, paragraph 12. "Scope of Services to be provided by the ENGINEER" of THE ENGINEER AGREES should now read: See Exhibits D and D-1 for Scope of Services.

2. That the upper limit of compensation for services provided, as included in the Cost Estimate of Consultant Services, shall not exceed the following amounts:
   
   HLR, Inc .......................................................... $1,173,845.82
   Subconsultants .................................................. $150,256.02
   Total ..................................................................... $1,324,101.84

Save as to these provisions, all other terms and conditions of said contract are to remain in full force and effect.
Eldamain Road Extension  
Preliminary Engineering Services Agreement  
Amendment No. 1  
Kendall County

In witness whereof, the parties have executed this amendment on this day of ____________________, 2011.

The County of Kendall of the State of Illinois,  
Acting by and through its County Board

ATTEST:

By ________________________________  
County Clerk  
(SEAL)

By ________________________________  
County Board Chairman  
(SEAL)

Hampton, Lenzini and Renwick, Inc.  
380 Shepard Drive  
Elgin, Illinois 60123-7010

ATTEST:

By ________________________________  
Vice- President  
(SEAL)

By ________________________________  
President  
(SEAL)
Resolution No. 
Section No. -CS - -AC

WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be $102,126 (95%) percent of the recommended salary for the County Engineer as determined annually by the Illinois Department of Transportation, and

WHEREAS, the County Board of Kendall County has entered into an agreement with the Illinois Department of Transportation for transfer of federal funds to pay one-half of the salary paid to the County Engineer.

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that there is hereby appropriated, the sum of One hundred two thousand one hundred twenty six dollars ($102,126) from the County’s Highway funds for the purpose of paying the County Engineer’s salary from 5/20/2011 to 5/20/2012, and

BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of Illinois, to transfer fifty one thousand sixty three dollars ($51,063) of Federal Surface Transportation Program Funds allocated to Kendall County to the Department of Transportation in return for an equal amount of State funds.

I, Debbie Gillette, COUNTY CLERK in and for said County of Kendall County, in the State of Illinois, and a keeper of the records and files thereof, as provided by statute, do hereby certify the forgoing to be a true, perfect and complete copy of a resolution adopted by the County Board of Kendall County, at its adjourned meeting held at Yorkville, Illinois on March 15, 2011.

I certify that the correct TIN/FEIN number for Kendall County is 36-600-6598

Legal Status: Governmental.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, Illinois, in said County, this ______ day of ________________.

(SEAL)

County Clerk

Printed 3/10/2011
BLR 09221 (Rev. 12/04/09)
Facilities Committee Minutes  
March 7, 2011

CALL TO ORDER
Chairman Shaw called the Facilities Management Committee meeting; located in the County Office Building at 111 W. Fox Street, Room 209 to order at 4:00 p.m. Chairman Shaw asked for a roll call attendance. Present were Chairman Shaw, Member Hafenrichter, Member Koukol and Member Wehrli. Member Davidson was absent. Enough members were present to form a quorum of the committee. County Board Member Martin sat in as an observer. Facilities Management Director Smiley was also present.

1) Approval of the February meeting minutes.

Report from meeting
Chairman Shaw asked for a motion to approve the January Committee minutes. Member Hafenrichter made the motion to approve the minutes. Member Wehrli seconded the motion. All members voted aye. Motion approved.

NEW BUSINESS/PROJECTS

1) Public Safety Center electric meter enclosure
   - ComEd’s meter reader contacted us to say that we needed to replace the meter.
   - Jim found that all that need to be done was to push the side of the cabinet in slightly and then the door was able to go all the way in and relock.
   - Project complete.

2) Jefferson Street dedication meeting
   - The meeting was held on February 8th at the Highway department. It was decided that Fran would talk with IDOT to indicate Kendall County wants to move forward with the dedication. Fran and Jeff will continue coordination with IDOT and the County Board.

Report from meeting
Member Hafenrichter asked if Main Street would be repaved as part of this dedication. Chairman Shaw said this was for the street to the East of the Historic Courthouse. Member Hafenrichter said she thought Main Street should be looked at since there were many potholes by the COB and Sheriff’s residence. Jim Smiley said he would check with Eric Dhuse form the City to see if Main Street was on a schedule to be repaved or just patched.

3) Annual backflow device testing
   - Testing was completed on February 15, 2011. No problems were encountered.
   - Project complete.

Report from meeting
Jim mentioned that he was asked if bids were taken for this work. Jim said that we have used the same company for a number of years, but he would bid the work before it is due next year.

4) VOIP as main service or backup for the County Office Building
   - Jim Smiley is looking to give us redundancy for the point (P to P) T1 line between campuses.
   - Jim found there are two options available to maintain the ability to get voicemail and dial between campuses when the P to P goes down.
   - Option one requires us to change some programming in the PBX systems.
   - Option two requires us to budget to add equipment to use our data network.
   - Jim is planning to go ahead and do the programming for Option one (1).
   - The cost for option two is approximately $20,000. Maybe done in future budget.

Report from meeting
Committee members asked if we had anyone’s name at AT&T. They said they have gotten things done faster by going direct instead of just calling and getting whoever answered the call. Jim said he had a tech’s number and would see what he could do. Chairman Shaw said this is an important issue and should be talked about at every FM committee meeting until resolved.

5) Courthouse annual elevator inspection & testing
   - Testing was completed on March 2, 2011. Jim found we were covered for three years at no cost.
   - Project complete.

6) Updated DECA grant paperwork
   - DECA rechecked the application and found they were counting some items twice.
   - So, the grant was reduced by $11,279.00. From $87,500.00 to $76,221.00.
   - Project complete.

7) K.A.T. Antenna permit closure
   - The FCC sent Jim a letter saying that we had to register our system with them by April 20, 2011.
   - NICOMM usually completes this paperwork for customers. However, they missed registering our system. This required a logon and password to access and the K.A.T. frequency was placed under the Sheriff’s office by the FCC. Jim completed the required paperwork after getting the password from Chief Koster. Project complete.
NEW BUSINESS/PROJECTS CONTINUED

8) Replace windows at Courthouse
   - A couple of the old windows in the new West side Judge's chambers had broken seals. The windows are scheduled to be installed in the Judge's chambers soon.

9) Carpet for Probation Office
   - Jim worked with Judge McCann and Nikki to schedule the carpet work in the Administration area for March 22nd & 23rd. Judge McCann then asked Jim if the carpet could be installed in the last Probation office that was not installed during construction. Jim verified the cost is $1,098.00, see quote.
   - Jim is looking for approval and direction for funding on this request.

Report from meeting
Member Wehrli asked Jim to check with Judge McCann to see if this was needed because they were going to use the office. Member Wehrli and County Board Member Martin said they could see if PBC would pay for it if it was needed.

OLD BUSINESS/PROJECTS

1) Courthouse Intrusion Alarm
   - Jim found that it can only hold seventy five (75) users. Jim went through the list of users with Court Security and deleted some users that were no longer at the Courthouse. Jim is also checking into the ability to increase the number of users in this system or get a price for a replacement system that will hold more users.
   - Project complete.

2) Xerox dedicated agent
   - COTG toured our facilities on February 18, 2011 to inventory the types of machines we are still using and what the features were on those machines.
   - KCFM is awaiting more follow up from COTG.

3) Sheriff's office department moves
   - All moves are complete except for C.O.P.S. officers and the Evidence Custodian (Sgt. Roseth).

4) Courthouse Penthouse Roof Door Locks
   - The new lock bodies and lock cores were installed by KCFM technician Bill Hardman. All building door locks are on the same key system. Project complete.

5) Courthouse Lighting Dimmer Issues
   - Frostline checked the system on February 10, 2011. They redid some of the connections and checked programming on the system. The panel at the Judge's bench now works. Project complete.

6) Courthouse Main Entrance Railing Issue
   - Waukegan Steel was onsite March 2, 2011. Jim has not heard back from them with what their recommendations will be. Brian Driscoll (Gilbane) also left voicemails and emails for George from Waukegan Steel on Friday, March 4, 2011.

Report from meeting
Chairman Shaw suggested that maybe Judge McCann should write a letter or email to Waukegan Steel to help get this resolved. Member Wehrli said that he thought we should wait a little longer to see what their plan is since the work could not be done yet anyway. Member Wehrli also said that no matter what we will need to look at this each fall. Jeff say's that we might need to caulk by each penetration each year to keep water from getting in during the winter going forward.

7) Big Grove request for light pole donation
   - Jim said Jeff Mathre said they will pick up the poles on March 8th or 9th.

8) Maintenance Connection Implementation
   - Jim has shown several people in each building how to put in their own service requests on the new system. A few expected "bugs" have been found and corrected. Darryl Kollins is waiting for additional scripts written to extract data out of the old Maximo system before we shut down that server permanently. KCFM is using Maintenance Connection exclusively now.

9) Government Center Signage
   - Fran said they will most likely be about four feet wide and need two (2) 4x6 poles to support them.
   - Jim is working on getting Fran the information they need in order to lay out what the signs will look like.
OLD BUSINESS/PROJECTS CONTINUED

10) Courthouse remaining punch list items
- Valley Security contacted Jim after Jim contacted them. They plan to be out this Thursday or Friday to replace the locks in the holding cells.
- EO says they will not do any additional work on the system until they get paid by the surety agency. Terry from Gilbane says that the surety agency has the funds and there is nothing further he can do for EO.
- Brian Driscoll from Gilbane has also told Jim that he might try to get the camera issue resolved with sources he has from past contacts since E.O. does not seem to be pushing anyone to resolve this manufacturer issue.

Report form meeting
Committee members asked Jim how much money the surety agency was holding. Jim said that he thought it was only the warranty money. Jim said he would call the surety agency to see what they were holding and to tell them that EO was not done with all items on the project. Jim also said that this was an area that a letter or email form Judge McCann might help with.

11) Public Safety Center HVAC Upgrade
- Trane was out on March 2, 2011 to review progress. Trane wants KCFM staff to get all the control wiring terminated and the control sensors and damper actuators to be terminated before we cut over to the new system. Trane is planning to send their technician out to install the panel programming and graphics in the new week or two. Jim has now set a cutover date for the last week of March 2011.

12) Courthouse Administration Carpet Issue
- Jim confirmed that Douglas Carpeting will be able to hold the price from last year.
- Jim also verified that Court Administration is okay with this work being done early in the morning any week but the week of the 14th.

OTHER ITEMS

Staffing/Training/Safety:

<table>
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<th>Possible Work Hours</th>
<th>864.00</th>
<th>960.00</th>
<th>1,008.00</th>
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<td>Paid/Unpaid Leave</td>
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<tr>
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RECORDABLE ACCIDENTS

CMMS Reports:
Open and Completed Reports
February 2011

Reported vs Completed
2007 - Current

<table>
<thead>
<tr>
<th>Year</th>
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<th>Completed</th>
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<td>263</td>
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<tr>
<td>2007 Completed</td>
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<tr>
<td>2011 Completed</td>
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<td>390</td>
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</table>
GENERAL COMMENTS
Chairman Shaw mentioned that he and Committee members Hafenrichter and Martin had toured the Sheriff’s office to view the remodeled spaces after the last Public Safety meeting. Chairman Shaw went on to say that it made much more sense as to the work involved in the project by actually seeing the spaces. Member Koukol also stated that he had toured the spaces during construction and was onsite the day of the luncheon the Sheriff’s office sponsored for Facilities staff for all the work they had done.

EXECUTIVE SESSION
None.

ADJOURNMENT
Member Hafenrichter made a motion to adjourn the meeting at 5:05 p.m. Member Wehrli seconded the motion. All members voted aye. Motion approved.

Submitted by,
Suzette Sandford
Facilities Management
KENDALL COUNTY
ECONOMIC DEVELOPMENT COMMITTEE MINUTES
February 25, 2011

Chairman Dan Koukol called the meeting to order at 8:35am.

Committee Members Present: Dan Koukol (chair), Bob Davidson, Elizabeth Flowers
Others Present: County Board member Suzanne Petrella, Jeff Wilkins, John Sterrett, Larry Nelson, Art Sheridan, and Jim Teckenbrock

New Business
Kendall County Economic Development Alliance
Art Sheridan and Jim Teckenbrock appeared before the committee on behalf of the Kendall County Economic Development Alliance (KEDA) and gave the committee a brief background of the history and purpose behind KEDA. Mr. Sheridan spoke of the various conventions that KEDA attends, including the International Convention of Shopping Centers held in Las Vegas and Chicago and also a convention that KEDA does not attend: the Association of Industrial Realtors in Chicago. KEDA is seeking the Committee's assistance with some of these conventions and possibly supporting KEDA with some of the costs associated with these conventions. Mr. Sheridan said that approximately $1,000 to $2,000 might be needed to help pay some of the costs of displays and entrance fees to the AIR. Mr. Koukol stated that idea of a roundtable discussion with local small businesses is being drafted and that it might be beneficial for KEDA to be a part of it. KEDA also has bi-monthly meetings and Mr. Koukol believes the Economic Development Committee should attend these meetings to obtain more information on what KEDA is and what is accomplished. Mr. Sheridan formally extended an invitation to the EDC to the next KEDA meeting on March 24, 2011 at the Giordano's in Oswego at noon. The Committee had discussions on how to potentially fund some of KEDA and where the money should be withdrawn from, whether it would come out of contingency funds or the economic development fund. Suzanne Petrella suggested that the State's Attorney be contacted to answer this question. Mr. Koukol stated that it would be a good idea for the Committee to have more initial talks with KEDA before moving forward on any decisions and that the southern portion of the County should be represented by KEDA and be included in any discussions. Elizabeth Flowers stated that the Committee should receive a more detailed breakdown of the costs associated with KEDA's request before any action.

Enterprise Zones & Economic Development Project Areas
John Sterrett gave a brief background of previous zoning ad-hoc meetings and discussions surrounding economic development, which was an issue brought up through the County survey from last summer. Mr. Sterrett stated that it was suggested during these discussions at Ad-Hoc to explore proposed state legislation that would allow for an increase in Enterprise Zones within the State as well as state legislation that would enable the County to designate areas in the County as Economic Development Project Areas, if it so chooses. Mr. Sterrett also stated the differences between Enterprise Zones and EDPA's and the basics of how each one functions. Two draft resolutions supporting state legislative changes were presented to the EDC for discussion. Mr. Sheridan and Mr. Teckenbrock gave their input to the Committee on the subject and both agreed that these two economic development tools provide incentives for economic growth in the County and they should be supported. The Committee discussed potentially contacting other areas that currently have Enterprise Zones and EDPA's for some more information. Mr. Sheridan and Mr. Teckenbrock both said they would try to obtain some information, including some from the City of Joliet, to give to the County Board for the next meeting. The Committee
agreed that the County Board needs more information on these two items before any action should be taken and it was suggested that Mike Hoffman from Teska Associates attend the next County Board meeting to give a presentation on EZ’s and EDPA’s for a better understanding of the issue at hand. Mr. Koukol went around the table seeking everyone’s opinion on the matter and there was a consensus from the Committee that while support should be given to these propose legislative changes and that time is of the essence in this matter, more discussion must take place with the whole County Board and more information is needed to determine the impacts. A formal presentation on Enterprise Zones and Economic Development Project Areas will be very beneficial.

Elizabeth Flowers made a motion, seconded by Bob Davidson, to place three items on the agenda for the next County Board meeting. Those items are as follows:
- A presentation on Economic Development Incentives by Mike Hoffman of Teska Associates, Inc.
- Enterprise Zones
- Economic Development Project Areas

With a voice vote of all ayes, the motion carries

**Old Business**

**WB Holdings**

Mr. Koukol asked for a history of the WB Holdings Loan as well some background on the operation of the hotel associated with the loan. Mr. Wilkins presented to the Committee documents and exhibits from the loan. Mr. Koukol stated that he would like an update every month on the status of the loan.

The next EDC meeting will be announced at a later date.

With no further business to discuss, Elizabeth Flowers made a motion, seconded by Bob Davidson to adjourn. With a voice vote of all ayes, the motion carried.

The meeting was adjourned at 10:45am.

Submitted by
John Sterrett, Associate Planner
Kendall County
Finance Committee Meeting
March 10, 2011 at 2:30 PM
MINUTES

1. Call to Order – 2:30 PM by Ms. Vickery. Present – Ms. Martin, Mr. Davidson, Ms. Petrella, and Ms. Hafenrichter. Also present were Mr. Shaw, Ms. Flowers, Jeff Wilkins, Janet Kaiser, Jim Smiley, Jill Ferko, Dave Farris, Sheriff Randall, Chief Deputy Koster, John Sterrett, Latreese Caldwell, Steve Lord, Andy Nicoletti and Joe Trupiano.

2. Claims Review and Approval – Ms. Hafenrichter made a motion to forward the March 15, 2011 Combined Claims of $572,373.51 to the County Board for payment. Mr. Davidson made the second. Motion passed unanimously.

3. Department Heads/ Elected Officials
   - Health Department – Joe Trupiano reported the Health Department continues to monitor state and federal grants. They will begin working on their FY12 budget in April and would appreciate receiving information concerning county levies and pay raises as soon as it is available.
   - Facilities Management – Jim Smiley reported the installation of the LED lighting project Phase I is almost complete.

4. Items from Other Committees

5. Other Items of Business
   - Ms. Flowers reported at the last Public Safety Committee meeting Sheriff Randall proposed committee members submit questions concerning bills in writing to the department head/elected official if documentation is not immediately available. Answers to questions should be given within 48 hours. Ms. Flowers promotes transparency in government spending and is in favor of trying this method. The Finance Committee also discussed the county using electronic payments. No consensus reached.
   - Dynegy Kendall Energy Settlement Agreement – A copy of the agreement was in members’ packets. Mr. Wilkins reviewed points which are of concern to Board members. There is a meeting scheduled at 10:30 am at the Minooka School District Office on Friday, March 11, 2011. Jeff Wilkins, Anne Vickery and Brian Labardi will attend to discuss the county’s concerns. It was further reported that Dynegy may declare Chapter 11 Bankruptcy.
   - Abatement of Levy for General Obligation Alternate Revenue Bonds – Jeff Wilkins reviewed the reason for the abatement with committee members. Ms. Martin moved to forward the abatement to the County Board for approval. Ms. Hatenrichter seconded the motion. Motion passed unanimously.
   - Committee members asked about the status of the architects work for the Public Safety Center build-out. It was proposed the contract be included on the agenda for the County Board meeting.
   - Ms. Vickery distributed a copy of a news article concerning whether public bodies should be required to publish legal notices in newspapers. There are currently two bills being considered in the Illinois House that would allow governments and schools to publish information on their own websites instead of in newspapers. If passed, the bills would save the governmental entities money. Andy Nicoletti, Kendall County Assessor, reported the County Assessors’ Assoc. is supporting the bills.

6. Action Items for County Board
   - Forward Claims to the County Board in the amount of $572,373.51.
   - Abatement of Levy for General Obligation Alternate Revenue Bonds
   - FGM Contract for PSC Build-out

7. Executive Session – None

8. Adjournment – Ms. Martin moved to adjourn the meeting. Ms. Flowers seconded. Motion passed.

Mimi Bryan, Admin Asst.
DYNEGY KENDALL ENERGY SETTLEMENT AGREEMENT

This AGREEMENT is made this _____ day of ____________, 2011 by and between:

Dynegy Kendall Energy, LLC, (“Dynegy”), the owner of the real property which is subject matter of this Agreement; and

The Kendall County Treasurer and Collector of Taxes (“Treasurer”), the Kendall County Supervisor of Assessments, the Seward Township Assessor, and the Kendall County Board of Review (collectively, the “Assessing Officials”); and

Kendall County, Seward Township, Minooka Consolidated School District No. 201, Minooka Community High School District No. 111, Joliet Junior College, Minooka Fire Protection District, Village of Minooka, Three Rivers Library District, Forest Preserve District of Kendall County, (each, a “Taxing District,” and collectively, the “Taxing Districts”);

Each of the foregoing persons is a Party to this agreement (collectively, the “Parties”).

BACKGROUND

A. Dynegy owns the Kendall Power Station located in Seward Township, Kendall County, Illinois and described for tax purposes by its Property Identification No. 09-25-400-003 (the “Kendall Station”).

B. The Taxing Districts constitute all of the units of local government and school districts with jurisdiction to levy property taxes against the Kendall Station.

C. A dispute exists between Dynegy and the Taxing Districts as to the proper assessed valuation of the real property of the Kendall Station for the 2002 through 2011 Assessment Years (the “Assessment Disputes”), and litigation with respect to the Assessed Valuation of the Kendall Station real property for 2002-2009 is presently pending before the Illinois Property Tax Appeal Board (“PTAB”).

D. The Parties desire to (i) settle the Assessment Disputes, (ii) establish the assessed value for the real property for Assessment Years 2002 through 2021, (iii) provide for credits against taxes in respect to future taxes; and (iv) recognize Kendall County’s assessment practices and policies with respect to the classification of the real and personal property as they relate to the Kendall Station.

E. The Parties enter into this Agreement pursuant to Section 200/9-45 of the Illinois Property Tax Code (35 ILCS 200/9-45), as in effect on the date of this Agreement, Article VII, Section 10(a) of the Illinois Const., the Illinois Intergovernmental Cooperation Act, 5 ILCS 220/1 et. seq. (1992), the corporate authority of Dynegy and all other applicable authority of the Assessing Officials, the Treasurer, and the Taxing Districts.
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the recital provisions set forth above are incorporated into the body of this Agreement as if fully set forth herein, and the undersigned agree as follows:

1. **Circuit Court Action; Approval of Agreement.** Dynegy will file a declaratory judgment action, tax objection action or other litigation in the Circuit Court for Kendall County seeking a declaration from the Circuit Court as to the parties' rights and obligations under this Agreement and seeking approval of this Agreement. None of the provisions of this Agreement shall be of any force or effect unless this Agreement has been executed by the Parties and approved by the Circuit Court by June 30, 2011.

2. **Stipulation of Value in Prior Assessment Appeals.** For the pending assessment appeals on the Kendall Station for assessment year 2005, the parties agree, and shall file with the Board of Review or PTAB a stipulation substantially in the form of Exhibit A, stipulating that the equalized assessed value of the Kendall Station real property, after application of all multipliers, shall be $5,728,177.

   For each of the pending assessment appeals on the Kendall Station for assessment years 2006 through 2009, the parties agree, and shall file with the Board of Review or PTAB stipulations substantially in the form of Exhibit B, stipulating that the equalized assessed value of the Kendall Station real property, after application of all multipliers, shall be $100,000.

   For assessment year 2011 the parties agree, and shall file with the Board of Review a stipulation substantially in the form of Exhibit C, stipulating that the equalized assessed value of the Kendall Station real property, after application of all multipliers, shall be $100.

   Appeals for years 2002 through 2004 shall be dismissed by stipulation.

3. **Stipulated Assessed Values for Assessment Years 2012-2021.** For assessment years 2012 through 2021, the Parties agree that the equalized assessed value of the Kendall Station real property, after application of all multipliers, shall be $100,000, subject to Paragraph 4 below. The failure of an assessing official to set the final equalized assessed value of the Kendall Station consistent with this Paragraph 3 shall constitute an event of default.

4. **Assessed Value Increases.** Any new construction of buildings, structures or site improvements that house electric generating machinery and equipment shall be assessed only if such new construction is made in connection with increases in the generating capacity of the Kendall Station. Any new buildings, structures or site improvements not made in connection with the generation or transmission of electricity (e.g., warehousing) shall be assessed at one-third their fair cash value.

5. **Appeal Rights Limited.** Neither Dynegy nor the Taxing Districts shall request any local assessing official or body, including any Township, or Multi-Township Assessor, the Kendall County Supervisor of Assessments, or the Kendall County Board of Review to set an equalized assessed valuation on the Kendall Station in an amount other than (a) $100 for the 2011 assessment year, and (b) $100,000 for the years 2012 through 2021. So long as the Board sets the equalized assessed valuation consistent with this Agreement, neither Dynegy nor any Taxing District shall file any appeal with the Board of Review or the Illinois Property Tax Appeal Board (PTAB) or seek any judicial or administrative review therefrom.
6. **Refund Payments.** In exchange for the prospective assessed values set forth in Paragraphs 2 and 3 above, and in reliance upon the agreements of the Taxing Districts and Assessing Officials to carry out all obligations under this Agreement, Dynegy agrees to waive its right to collect any refunds attributable to the assessed values agreed to in paragraph 2 of this agreement. The Parties specifically acknowledge and agree that the values agreed upon in Paragraph 3 above and the other agreements made herein form the basis and consideration for the values set forth in Paragraph 2 above and that no refund shall be made to or claimed by Dynegy from the Treasurer or the Taxing Districts.

(a) Not later than 15 days after Dynegy’s payment of the first installment of the 2010 taxes payable in 2011, the Taxing Districts shall make a payment to Dynegy equal to that payment or 50% of Dynegy’s 2010 property tax liability for the Kendall Station, whichever is less.

(b) Not later than 15 days after Dynegy’s payment of the second installment of the 2010 taxes payable in 2011, the Taxing Districts shall make a payment to Dynegy equal to that payment or 50% of Dynegy’s 2010 property tax liability for the Kendall Station, whichever is less.

(c) Irrespective of the amount or timing of Dynegy’s individual installments of 2010 taxes payable in 2011, the Taxing Districts shall reimburse 100% of Dynegy’s property tax liability for 2010 taxes paid in 2011.

7. **Tax Credits against Excess Property Taxes.** Dynegy shall receive Tax Credits in amounts equal to and payable against Excess Property Taxes, if any, for each year during the term of this Agreement. “Excess Property Taxes” are defined as any property taxes that are based on an assessment of (a) more than $100 for the Kendall Station for the 2011 assessment year, or (b) more than $100,000 for the Kendall Station for any assessment date from 2012 through 2021, except for increases which are consistent with Paragraph 4 above. Each Party hereby irrevocably agrees that Dynegy’s liability for any Excess Property Taxes will be fully paid, satisfied and extinguished by the Tax Credits provided for in this Paragraph.

8. **Remedies upon Default.** If any Party fails to perform its obligations according to the terms of this Agreement, such failure shall constitute an event of default. Upon the occurrence of an event of default, any Party may exercise any and all of its rights and remedies under applicable law and this Agreement, including, at any time, proceeding to protect and enforce its rights by an action at law, a suit in equity or other appropriate proceeding. The Parties understand, acknowledge and agree that any action by a Party pursuant to this Paragraph 8 is an action to enforce the provisions of this Agreement (and Dynegy’s right to Tax Credits in an amount equal to the Excess Property Taxes, plus penalties and interest, if any, thereon). Both Dynegy and the Taxing Districts expressly acknowledge that the amount of the credit for Excess Property Taxes (plus interest and penalties), and Dynegy’s entitlement to receive such amounts, will not be disputed or challenged in any future proceeding of any kind.
9. **Attorneys Fees and Costs of Collection.** Should a default not be cured within fifteen (15) days after notice, the defaulting Party shall pay or reimburse the prevailing party for all reasonable costs, including without limitation attorneys' fees, court costs, and other costs incurred by the prevailing Party in enforcing this Agreement, including interest charges.

10. **Classification of Real and Personal Property.** The Parties have fully investigated and litigated the assessment practices, methods and policies pertaining to the classification of real and personal property in Kendall County prior to 1979. In light of the decisions of the PTAB and the Illinois appellate courts regarding the 2001 assessment of the Kendall Station, the Parties agree that:

   (a) The general practice in Kendall County prior to January 1, 1979, was to classify, assess and tax land, buildings, structures and site improvements as real property.

   (b) From January 1, 1979 to the present the general practice in Kendall County has been to exclude process machinery and equipment from being classified, assessed and taxed as real estate.

   (c) Section 24-5 of the Property Tax Code precludes the process-related machinery and equipment at the subject property from being classified as real property for *ad valorem* taxation purposes.

   (d) The classification of land, buildings, structures and site improvements as real property, and process machinery and equipment as personal property, shall continue unless and until there is a legislative change which requires a change in the classification for taxation purposes of real and personal property at the Kendall Station.

   For years prior to the 2021 assessment year, based on Dynegy's agreement to waive its right to a refund, the Parties agree that, even if there is a change in the classification of real and personal property for any reason, the assessed value of the Kendall Station shall not be other than as set forth in Paragraphs 2 and 3 (except for increases which are consistent with Paragraph 4) of this Agreement.

11. **Cooperation.** The equalized assessed values set forth in Paragraph 4 above shall be the final assessment after imposition of all multipliers. If the imposition of a multiplier by the Department of Revenue or any other agency of the State of Illinois or by the Assessing Officials would result in an equalized assessed value which differs, for any year, from the amount specified in this Agreement, the Parties shall make all efforts to correct the aforesaid valuation by any statutory means (such as certificates of error) prior to the due date of tax payments. If such efforts do not remove the effect of any such multiplier in time to affect the tax bill for that year, the assessed value for the subsequent year (including the assessed value for 2022 if appropriate) shall be adjusted, either higher or lower, to compensate for the error in the previous year. Thereafter, the provisions set forth in this Agreement shall continue to be followed.

12. **Specific Performance; Attorneys' Fees/Costs.** If any assessment is set at a value other than provided in Paragraphs 2 and 3, Dynegy and the Taxing Districts shall have the right to seek specific performance of this Agreement against the Assessing Officials or the Treasurer within a court of competent jurisdiction to enforce the terms of this Agreement. In the
event an action for specific performance is brought, the undersigned Parties waive the claim or defense that the moving party has an adequate remedy at law or that the Agreement is unenforceable according to its terms. The prevailing party in any action for specific performance shall be entitled to its reasonable attorneys' fees and costs.

13. **Pollution Control Equipment.** This Agreement does not govern the assessment of pollution control facilities at the Kendall Station, which are separately assessed by the State of Illinois, however, Dynegy acknowledges and agrees that if it obtains any pollution control facility certification during the years 2011 through 2021, that such certification will not cause the equalized assessed values agreed to in or pursuant to Paragraphs 3 or 4 to be reduced.

14. **Modification.** No amendment, modification, restatements, supplement, termination or waiver of or to, or consent to any departure from, any provisions of this Agreement shall be effective unless the same shall be in writing and signed on behalf of each of the Parties hereto. Any waiver of any provision of this Agreement and any consent to any departure by a Party from the terms of any provisions of this Agreement shall be effective only in the specified instance and for the specific purpose for which given.

15. **Authorization.** Each Party to this Agreement represents that it has all requisite power and authority to enter into this Agreement and to consummate the settlement and transactions contemplated by this Agreement. Each Party to this Agreement represents that the execution and delivery of this Agreement by such Party and the consummation of the settlement and transactions contemplated hereby have been duly authorized by all necessary action (including all necessary approvals by boards, commissions or councils) on the part of such Party. Wherever the authorization by a board, commission or council is required, the action of a majority of the members of such board, commission or council shall constitute the due authorization of such board, commission or council. This Agreement constitutes the valid and binding obligation of each Party enforceable against each Party in accordance with its terms.

16. **Governing Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Illinois.

17. **Negotiated Agreement.** This Agreement is the result of negotiations between the Parties and their respective counsel, and no Party shall be deemed to be the drafter of this Agreement. The language of all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning, and not strictly for or against any party.

18. **Successors and Assigns.** This Agreement shall be binding upon, and inure to the benefit of the Parties hereto and their respective successors and assigns.

19. **Counterparts.** This Agreement may be executed in any number of counterparts, each of which will be an original and all of which will constitute one and the same document.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed as of the date set forth above.
DYNEGY KENDALL ENERGY, LLC
BY: _________________________ Date: ___________________

KENDALL COUNTY TREASURER AND COLLECTOR OF TAXES
BY: _________________________ Date: ___________________

KENDALL COUNTY SUPERVISOR OF ASSESSMENTS
BY: _________________________ Date: ___________________

SEWARD TOWNSHIP ASSESSOR
BY: _________________________ Date: ___________________

KENDALL COUNTY BOARD OF REVIEW
BY: _________________________ Date: ___________________

KENDALL COUNTY
BY: _________________________ Date: ___________________

SEWARD TOWNSHIP
BY: _________________________ Date: ___________________

MINOOKA CONSOLIDATED SCHOOL DISTRICT NO. 201
BY: _________________________ Date: ___________________

MINOOKA COMMUNITY HIGH SCHOOL DISTRICT NO. 111
BY: _________________________ Date: ___________________
JOLIET JUNIOR COLLEGE
BY: ___________________________ Date: ___________________________

MINOOKA FIRE PROTECTION DISTRICT
BY: ___________________________ Date: ___________________________

VILLAGE OF MINOOKA
BY: ___________________________ Date: ___________________________

THREE RIVERS LIBRARY DISTRICT
BY: ___________________________ Date: ___________________________

FOREST PRESERVE DISTRICT OF KENDALL COUNTY
BY: ___________________________ Date: ___________________________
County of Kendall, Illinois

ORDINANCE NO. ______________


WHEREAS, the County Board (the "Board") of The County of Kendall, Illinois (the "County"), by ordinance adopted:

Ordinance 02-18 (the "Bond Ordinance") on the 19th day of November, 2002 which did provide for the issue of Not To Exceed $7,000,000 General Obligation Bonds (Alternate Revenue Source), Series 2002A (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 02-32 (the "Amendment to the Bond Ordinance") on the 17th day of December, 2002 which did amend an ordinance adopted by the County Board of the County on November 19, 2002 entitled: "Supplemental Ordinance Authorizing the Issuance of General Obligation Bonds, Alternate Revenue Source Series 2002A, of The County of Kendall, Illinois" (the Bond Ordinance); also

Ordinance 02-17 (the "Bond Ordinance") on the 19th day of November, 2002 which did provide for the issue of $4,500,000 General Obligation Bonds (Alternate Revenue Source), Series 2002B (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 02-33 (the "Amendment to the Bond Ordinance") on the 17th day of December, 2002 which did amend an ordinance adopted by the County Board of the County on November 19, 2002 entitled: "Supplemental Ordinance Authorizing the Issuance of General Obligation Bonds, Alternate Revenue Source Series 2002B, of The County of Kendall, Illinois" (the Bond Ordinance); also

Ordinance 07-49 (the "Bond Ordinance") on the 16th day of October, 2007 which did provide for the issue of Not To Exceed $10,000,000 General Obligation Bonds (Alternate Revenue Source), of The County of Kendall, Illinois (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Page 1 of 3
Ordinance 08-29 (the “Bond Ordinance”) on the 5th day of August, 2008 which did provide for the issue of $10,00,000 General Obligation Bonds (Alternate Revenue Source), Series 2008 (the “Bonds”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 09-11 (the “Bond Ordinance”) on the 17th day of March, 2009 which did provide for the issue of $10,00,000 General Obligation Bonds (Alternate Revenue Source), Series 2009 (the “Bonds”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also

Ordinance 10-15 (the “Bond Ordinance”) on the 15th day of June, 2010 which amended Ordinance 10-05 Adopted on March 16, 2010 which provided for the issuance of not to exceed $10,00,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 (the “Bonds”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

WHEREAS, on:

The 19th day of November, 2002, a duly certified copy of Bond Ordinance 02-18 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 19th day of November, 2002, a duly certified copy of Bond Ordinance 02-17 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 17th day of December, 2002, a duly certified copy of Bond Ordinance Amendment 02-32 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 17th day of December, 2002, a duly certified copy of Bond Ordinance Amendment 02-33 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 5th day of November, 2007, a duly certified copy of Bond Ordinance 07-49 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 5th day of August, 2008, a duly certified copy of Bond Ordinance 08-29 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 17th day of March, 2009, a duly certified copy of Bond Ordinance 09-11 was filed in the office of the County Clerk of the County (the “County Clerk”); also

The 15th day of June, 2010, a duly certified copy of Bond Ordinance 10-15 was filed in the office of the County Clerk of the County (the “County Clerk”); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2010 levy; and
WHEREAS, the Pledged Revenues are hereby directed to be deposited into the “Debt Service Fund” established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2010 to pay the debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Kendall, Illinois, as follows:


Section 2. Filing of Ordinance. Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2010 in accordance with the provisions hereof.

Section 3. Effective Date. This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted this ____ day of March, 2011, by roll call vote as follows:

Ayes:

Nays:

Absent:

______________________________
Chairman of the
County Board of
County of Kendall, Illinois

ATTEST:

______________________________
County Clerk
County of Kendall, Illinois (SEAL)
Call to Order: Chairman Petrella called the meeting to order at 10:00 a.m.  Mr. Davidson, Mr. Wehrli and Mr. Shaw were present.  Also present: Angela Zubko, Megan Andrews and Dan Koukol.

Mr. Davidson moved to approve the minutes of the January 10, 2011 meeting.  Mr. Wehrli seconded the motion.  Motion carried.

Old Business

➢ Thistle Weed Commissioner – Mr. Davidson reported he and Fran Klaas, County Highway Engineer, will be meeting in March with the Township Road Commissioners to discuss the issue of weeds.  It is hoped a mutually agreeable policy can be developed.  Ms. Petrella shared information she gathered on a Kendall County ordinance.

New Business

➢ Committee Procedures & Goals – Ms. Petrella requested the agenda be amended to delete this topic.  Mr. Wehrli so moved.

Status Reports:

dì Solid Waste – Mr. Shaw reported he was approached recently by Patrick Kinnally concerning the status of his review on transfer stations.  Committee members were unclear on how to proceed or the next steps to take.  Ms. Petrella will contact Mr. Kinnally and report back at the next meeting.

dì Farmland Protection – No report.

dì Soil & Water – Megan Andrews reported the USDA is sponsoring a Growing Cover Crops Workshop on Wednesday, February 23 at JJC and the Annual Pond Seminar will be held on March 1st at the Grundy County Farm Bureau.  She was also available to answer questions about designated ag areas and agricultural conservation easements for committee members.

dì Public Health – Cheryl Johnson was not able to attend the meeting.

dì Ground Water & Surface Water/Storm Water – Ms. Zubko reported on attending the Northwest Water Planning Alliance meeting on February 10th. There was a vote to incorporate so the alliance can lobby and write for grants.  She enclosed the final list of TAC appointees who were all approved.  The logo was chosen and a financial report was included.

dì Other Reports – None

Action Items – No action items to forward.

Executive Session – None held.

Adjournment – Mr. Wehrli moved to adjourn the meeting at 10:52 a.m.  Ms. Petrella seconded.

Mimi Bryan
Recorder
Kendall County
Committee of the Whole Meeting
Minutes
March 10, 2011

Call to Order at 4:00PM
Present: John Purcell, Bob Davidson, Suzanne Petrella, Elizabeth Flowers, Jessie Hafenrichter, Jeff Wehrli, John Shaw, Dan Koukol, Nancy Martin and Anne Vickery
Also present were: Jeff Wilkins, Leslie Johnson, Brian LaBardi, Matt Schury, Steve Lord, Jim Smiley, Angela Zubko, Eric Weis and John Sterrett

Old Business
• Dynegy Kendall Energy Settlement Agreement – Anne Vickery gave a brief explanation of the discussion held in the Finance Committee meeting and Jeff Wilkins gave a brief summary of the agreement and concerns about language and procedural issues. There is a meeting scheduled at 10:30 am at the Minooka School District Office on Friday, March 11, 2011. Jeff Wilkins, Anne Vickery and Brian Labardi will attend to discuss the county’s concerns. It was further reported that Dynegy may declare Chapter 11 Bankruptcy.

• Resolution Supporting Legislation Regarding Enterprise Zones – Mike Hoffman, of Teska Assoc., was present to explain and answer questions concerning the establishment of more Enterprise Zones to attract large employers to Kendall County. Currently, there is authorization for 97 zones; the new bill is for 107 zones. In adopting a local ordinance it would designate the geographical area for the zone, specify the local incentives to be offered to businesses locating within the enterprise zone and indicate what local official will be responsible for the administration of the zone. Local incentives are completely up to the local jurisdiction’s control. The committee forwarded the resolution to the County Board meeting for approval on Tuesday.

• Resolution Supporting Legislation Regarding Economic Development Project Areas – Mike Hoffman was available to answer questions concerning the resolution which operates in a similar way as a TIF in that it uses property tax revenue to promote development. These are controlled by the county but can include areas within a municipality if agreed. Incentives could include: cost of studies, surveys, development of plans, and administration of EDA, property assembly & site preparation, renovation and relocation costs, public infrastructure costs, financing costs, tax rebates and job training. The committee forwarded the resolution for the purpose of job creation within Kendall County: support of proposed state legislation to amend 55 ILCS 85 to enable the county the ability to establish an economic development project area to the County Board meeting for approval on Tuesday.

New Business:

Other Items of Business
• PBZ – 11-01 Subdivision Ordinance Revisions were emailed to the Board members for review. Pages 1-30 contain procedural issues; pages 31- 107 are engineering related. Ordinance regulating development will be voted on at Tuesday’s Board meeting.
• Support for The Conservation Foundation’s application for Natural Areas Planning within the Lower Fox Conservation Opportunity Area – John Purcell will sign a letter in support of the application indicating the county’s support and participation in the process of identifying parcels, agencies and funding sources to help preserve important natural areas within the Lower Fox COA. Kendall County is of the belief the project will be of benefit because it will take a watershed-wide approach making solutions more effective because all stakeholders will participate, reduce individual expenditures and be an avenue for networking leading to collaboration of future projects or issues.

**Review Board Action Items** – One item deleted.

**Executive Session** None held.

**Adjournment** - Ms. Martin moved to adjourn COW at 6:05 PM. The motion was seconded by Ms. Flowers. Motion passed.

Mimi Bryan
Administrative Services
WHEREAS, the 2010 Census has shown a population increase of 110% in the past decade within Kendall County; and

WHEREAS, the economic recession has affected much of the population of the County; and

WHEREAS, Kendall County has one of the highest home foreclosure rates in the entire State of Illinois; and

WHEREAS, the loss of job opportunities for the residents of the County is a serious threat to health, safety, morals and general welfare of the people of Kendall County; and

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

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

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

WHEREAS, the State of Illinois, pursuant to 20 ILCS 655, allows the creation of Enterprise Zones to provide tax incentives for businesses located within a designated enterprise zone; and

WHEREAS, the State of Illinois, pursuant to 20 ILCS 655, has a maximum number of enterprise zones allowed within the State; and

WHEREAS, the number of enterprise zones allowed to exist within the State of Illinois has been reached.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, that the County Board supports proposed State legislation that will amend 20 ILCS 655 to increase the number of allowable enterprise zones within the State of Illinois and supports future efforts to apply to appropriate State agencies to be a recipient of a future enterprise zone that will assist the County in its promotion of economic development and job creation within the County and broader region.

ADOPTED BY THE COUNTY BOARD THIS 1st DAY OF March, 2011.

____________________________________
John Purcell
Kendall County Board Chairman

Attest:

____________________________________
Debbie Gillette
County Clerk and Recorder
RESOLUTION 2011-______

A RESOLUTION FOR THE PURPOSE OF JOB CREATION WITHIN KENDALL COUNTY: SUPPORT OF PROPOSED STATE LEGISLATION TO AMEND 55 ILCS 85 TO ENABLE THE COUNTY THE ABILITY TO ESTABLISH AN ECONOMIC DEVELOPMENT PROJECT AREA PROPERTY TAX ALLOCATION

WHEREAS, the 2010 Census has shown a population increase of 110% in the past decade within Kendall County; and

WHEREAS, the economic recession has affected much of the population of the County; and

WHEREAS, Kendall County has one of the highest home foreclosure rates in the entire State of Illinois; and

WHEREAS, the loss of job opportunities for the residents of the County is a serious threat to health, safety, morals and general welfare of the people of Kendall County; and

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

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

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

WHEREAS, the State of Illinois, pursuant to 55 ILCS 85, allows certain counties within the State the ability to establish Economic Development Project Areas for property tax allocation; and

WHEREAS, Economic Development Project Areas are designed to promote economic development and increase job opportunities within the general area; and

WHEREAS, Kendall County does not have authority granted by the State of Illinois, pursuant to 55 ILCS 85, to review and/or approve any proposed Economic Development Project Areas within the County.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, the County finds that amending state legislation which would grant the County the ability, at their discretion, to review and approve an economic development project area will assist the County in its promotion of economic development and job creation within the County, and, furthermore, the County supports proposed state legislation that will amend 55 ILCS 85 to grant the County of Kendall the ability, at their discretion, to review and approve an economic development project area within the limits of Kendall County.

ADOPTED BY THE COUNTY BOARD THIS 1st DAY OF March, 2011.

________________________________________
John Purcell  
Kendall County Board Chairman

Attest:

________________________________________
Debbie Gillette  
Kendall County Clerk
NORTHWEST WATER PLANNING ALLIANCE

Executive Committee Meeting Minutes

February 10, 2011

Present: Mayor Tom Weisner, Chairman; Kane County Board Chairman Karen McConnaughay, Vice-Chair; North Aurora President Dale Berman, Wauconda Mayor Mark Knigge; DeKalb County Board Vice-Chair Ruth Anne Tobias, McHenry County Board Chairman Ken Koehler; Fox River Grove President Nunamaker, Barrington President Karen Darch, Barrington Hills Mayor Robert Abboud; Lake County Board Member Bonnie Carter; Tower Lakes President Kathleen Leitner.

Also Present: Janet Agnoletti, Barrington Area Council of Governments Executive Director; Philip Rovang of Lake County; Angela Zubko of Kendall County, Anna Bicanic-Moeller, McHenry County Council of Governments Executive Director, Lake County Municipal League Executive Director Chris Gentes, Chris Staron of Northwest Municipal Conference, Paul Schuch of Kane County, Steve Andersson, Metro West Legal Counsel, Peter Wallers, President EEl, TAC Chairman; Metro West Legal Counsel Steve Andersson and Mary Randle, Metro West Executive Director.

Guests: Dr. Tim Loftus, CMAP Principal, Water Resources, Colin Duesing of Will County Land Use,

Mayor Weisner opened the meeting at 10 a.m. After general introductions, Mayor Weisner introduced Dr. Loftus from CMAP.

Presentation by Dr. Loftus of CMAP: Dr. Tim Loftus heads up the Water Resources division at CMAP. He led the Regional Water Supply Planning Group, which produced the Water 2050: Northeastern Illinois Regional Water Supply and Demand Report. Dr. Loftus noted that he has been “making the rounds” addressing two topics: water quality and water quantity.

His presentation was entitled “Meeting the Challenge of Water 2050.”

- He noted there are concerns about rising chloride counts in shallow wells, mainly from road salts. There is not a primary standard for chlorides.
- The population is expected to rise by 28% from 2005 to 2050 in the NWPA five-county area of the northeastern Illinois region.
- There will most likely be a growth in water demand of between 36% to 68%.
- Factors determining growth in demand include price of water, conservation efforts and household income.
- Even at current withdrawal rates, the bedrock aquifer will be challenged by mid-century.
- The report breaks down types of demand including the deep aquifer, shallow aquifers, streams and rivers and shallow wells.
• The question is “How do we accommodate millions of people and avoid an imbalance between supply and demand.

Dr. Loftus encouraged members to support SB 38, the Rainwater Harvesting Bill. It was unanimously approved by the Senate Environmental Committee and now will go to the Senate floor for a vote. It would update the state’s plumbing codes to allow for rainwater harvesting for non-potable uses such as using rainwater to flush toilets. The change would be permissive rather than mandatory. There may be some problems with the bill in the House. There seems to be some conflict on the bill between the plumbers and the pipefitters unions.

Partnership between CMAP and NWPA: Dr. Loftus asked how CMAP could be of service to support the efforts of the Northwest Water Planning Alliance. He believes there is great potential for partnership between the two organizations. CMAP has Technical Assistance Programs available. Some of the tools available for our use include:

AWWA audit form, the Alliance for Water Efficiency Tracking Tool, Model Water Use Conservation Ordinance, Conservation Pricing, WaterSense Partnerships, bill inserts for water conservation and more.

Dr. Loftus recommended that the NWPA support any federal legislation that would authorize WaterSense. It needs to be on the same footing as the Energy Star Program. It would then be eligible to receive funding.

He showed two bill inserts that are available for public water suppliers: “Is your lawn a gas guzzler?” Every drop counts. Did you know that more than 50% of .....”

“It shouldn’t be out of mind because it’s out of sight. Ground Water is not an endless supply. Let’s conserve our resources. Did you know.....”

Dr. Loftus doesn’t think we’ll see much state or federal assistance for water supply options.

In conclusion, Dr. Loftus stated that ground water stewardship needs NWPA’s leadership and action. He sees the NWPA as the laboratory for the future. He noted that CMAP has a dedicated budget for water planning efforts. Some of the ways in which CMAP may be of assistance include: 1) Available to speak to public water agencies about water rates, leakage, etc. 2) Local Technical Assistance Program, which brings CMAP staff to communities.

Mayor Weisner agreed there should be a partnership between the NWPA and CMAP. The NWPA can provide leadership on water issues and CMAP can provide critical technical assistance. The executive committee concurred with that statement.

Approval of minutes: The minutes of the November 12, 2010 executive committee meeting were approved after a motion by President Berman and a second by Mayor Darch.

Discussion on Incorporation: Steve Andersson led a discussion on legal issues for the NWPA. He stated that there isn’t any one right answer to whether the NWPA should incorporate. It would provide some
advantage when seeking grants. After the discussion, McHenry County Board President Ken Koehler moved that the Northwest Water Planning Alliance move forward to incorporate. The motion was seconded by President Berman of North Aurora. The motion passed.

Financial Report: Interim Administrator Mary Randle stated that all councils of government and counties have paid their initial dues totaling $7,000. She discussed budget preparation and the Committee recommended that we wait until a work plan has been completed before we develop the budget recommendations.

Technical Advisory Committee: Peter Wallers, TAC Chairman, stated the TAC will meet for the first time in March. He has sent letters to CMAP, the State Water Survey, IDNR and others requesting they serve as consulting members of the TAC. He noted that we can move forward on such things as the approval of a model water conservation ordinance. Mr. Wallers made a presentation recently to the Center for Neighborhood Technologies. It was noted that it will be very helpful to have consulting members on the TAC. They will not have votes but will serve as technical consultants. The Executive Committee will need to prioritize tasks for the TAC. Kane County Board Chairman McConnaughay stated that part of their charge should be to bring all Alliance-area technical data up to the same level.

Approval of TAC members: The executive committee approved the membership of the Technical Advisory Committee subject to one change by the McHenry County Council of Governments. The motion was made by Mayor Abboud with a second by DeKalb County Board Vice-Chair Ruth Anne Tobias. MCCOG will notify Mary Randle of the change in their TAC representative.

Logo choice: After discussion of the final three logo choices, the committee voted to approve choice three but with the substitution of a water drop for the circle element. Ms. Randle will contact Lake County Board Member Bonnie Carter of the choice.

Next Meeting: The next meeting will take place on Thursday, March 10. The meeting time will be changed to noon to accommodate the schedule of two of the councils of government, which will be completing their Springfield Drive Downs that morning. Chairman McConnaughay offered to supply lunches for the meeting.

There being no further business, the meeting was adjourned at 11:50 a.m.

Submitted by  _____________________________________________

Mary Randle, Recorder
1. **Call to Order**

Fran Klaas called the meeting to order at 1:10 p.m.

2. **Roll Call**

Present were:
- Megan Andrews – Kendall County SWCD
- Steve Bicking – Village of Oswego - SEC Group
- Fran Klaas – Kendall County Highway Department Director (Chair)
- John McGinnis – Village of Plano
- Dan Reedy – Kendall County Farm Bureau

Also present were:
- Matt Bardol- Geosyntec Consultants - Project Engineer
- Jeff Wehrli - Stormwater Planning Committee Chairman
- Greg Chismark of Wills Burke Kelsey Associates (Kendall County Consulting Engineer)
- Angela Zubko – Senior Planner of Kendall County Planning, Building and Zoning

Absent were:
- Matt Blocker- Developer
- Gary Grosskopf- Oswego Township
- Doug Kissel- Village of Plainfield- Wastewater Superintendent
- Larry Nelson – Kendall County Plan Commission member (Vice Chair)
- Joe Wywrot - United City of Yorkville- City Engineer
- Andrea Cline- The Conservation Foundation
- NRCS, District Conservationist

3. **Approval of the Agenda**

Dan Reedy made a motion to approve the agenda as written, John McGinnis seconded the motion. All agreed on the approval of the agenda.

4. **Approval of the Bills**
Fran stated there is one bill for WBK in the amount of $958.35. John McGinnis made a motion to approve the bill, Dan Reedy seconded the motion. All agreed on the payment of the bill.

5. Approval of the meeting minutes from the 11/23/10 meeting

Megan Andrews made some corrections before the meeting on page 2, CORP should be USACE. Dan Reedy made a motion to approve the November 23, 2010 meeting minutes. Megan Andrews seconded the motion. All agreed and the minutes were approved.

6. Update on the Stormwater Plan & Public Hearing

Greg Chismark stated the Plan was approved at the County Board in December with 2 modifications: to list the 8 communities on page 4 and also name the Valley Run/Saratoga Creek Watershed as it currently only says Saratoga Creek.

7. Stormwater Ordinance Discussion- Comparison Chart

Greg Chismark passed out the updated comparison chart and stated the highlighted yellow were previous comments and the blue was from the last meeting. On page 1 the Technical Committee decided to use the isohyetal rainfall depths to be used as the last meeting.

Page 2, what is a watershed benefit, Greg has now defined Watershed Benefit in the definitions section of the Ordinance. Next is the Public Flood Control which is also defined in the Ordinance. Also on page 2 under Agricultural field tile the group wants to make sure connections allowed only when a tile survey is completed; criteria for tile survey to be established. Access and maintenance of the tile shall also be provided. If a connection is proposed SESC measures shall be fully installed and inspected. State drainage law followed. The last line on Page 2 was added to discuss the flood protection elevation. Kendall County’s is a 2 foot detention and overland flow and 1 foot for floodplain. Greg is suggesting a 2 foot general standard for detention/floodplain and overland flows above 20 acres for 2 feet and overland flows less than 20 acres should be 1 foot. Matt Bardol likes having the lower freeboard for less than 20 acres. Greg stated Lake County is dealing with this exact issue and out for public comments on this issue but trying to reduce the threshold for 100 acres or less. Steve Bicking said he's seen that if you have less than 20 acres you have the option to route it through a pipe. Steve suggests maybe the 1 foot for 100 acres. Greg is going to take this as guidance for when he drafts this section of the Ordinance and will look to relax it on overland flow routes and we will go from there. Matt Bardol brought up possibly looking and major vs. minor rain events in the Ordinance.

Page 3. Three items, the first dealing with upstream areas, the second dealing with the maximum allowable land disturbance at one time and at the last meeting the Committee decided to try to encourage minimized disturbance, Greg asked if we add teeth to this requirement? There was a suggestion to add something like a phasing plan will be needed anything over 40 acres. The third change is in relation to ‘are wetlands regulated?’ Comments from the last meeting were the unincorporated Will does regulate wetlands but not a Countywide Ordinance. Concern was raised regarding isolated wetland protection. Require jurisdictional determination wetland delineation for almost all projects. ADID for Phase 2 of Ordinance suggested if funding is found.
Page 4 deals with Administration of the Ordinance. Greg suggests following a mix between Kane and Will on how the ordinance is administered. Jeff asked who Greg feels would set the fee in lieu. Greg stated typically it is set up ahead of time of what the cost would be. Steve Bicking said we might want to look into who the money would be dispersed to and also be careful on the size of lot trying to do in fee in lieu of. There was much discussion on fee in lieu of and examples, what could be good and bad about them. Need to re-look at the language once written. Fran asked what Greg would see as the process for community certification. Greg said he would see it would be the communities that adopt the Countywide Ordinance with their own amendments. Maybe had the communities have some basic reporting back to the County on variances or permits issued, we want to keep it simple. Greg brought up the issue of variances and the approach to take. Greg sees each municipality handling it on their own instead of coming to the County for each municipality. Angela suggested notifying the County when a variance is sought. Matt Bardol had a question about how the ordinance will work with relation to the municipal ordinance vs. an un-incorporated ordinance. Greg foresees the county using this as their base ordinance and not making modifications.

Page 5 discusses applicability, who it applies to, thresholds, etc. Greg said he would probably tend to stick with the Kendall County's current requirements as that is what we are used to. Greg suggests everyone taking this home to take a look at and come back to the next meeting to discuss briefly. Tim Paulson likes the Kendall County as a base. Steve Bicking likes that agriculture is exempt.

Draft of Article 1 of Definitions
Greg handed out his first draft of definitions. He highlighted some definitions to discuss. The first one is on the flood protection elevation. He struck historic structure. The next is net watershed benefit in water quality; he only sees this applying during in fee of lieu of. Next is public flood control project and the definition is from Will County. He is asking the group take a look at these definitions before the next meeting to make sure everyone agrees with the definitions. Matt Bardol wanted to see a little more clarification on the definition of watershed and maybe add a definition of drainage divides and diversions.

Draft table of contents and Format
Greg handed out the table of contents which Greg proposes this being the format. He feels he’s ready to get started on section 2 and use Kane as the base and start drafting some language.

8. Adjournment

The next tentative meeting will be February 22, 2011. John McGinnis said there is a conference down in Champaign that day. Angela will send out an email to make sure there will be a quorum. Megan Andrews had some hand-outs in case anyone wanted to pick those up. Greg mentioned Lake County is out of public hearing on their Stormwater Ordinance so you can see what issues they have dealt with. Greg also mentioned a new bill in relation to stormwater utilities. Fran Klaas adjourned the meeting at 2:36 p.m.

Submitted by,

Angela L. Zubko
Recording Secretary & Senior Planner
KENDALL COUNTY STORMWATER
TECHNICAL COMMITTEE

Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois

February 22, 2011
MEETING MINUTES
(Unofficial until approved)

1. Call to Order

Larry Nelson called the meeting to order at 1:32 p.m.

2. Roll Call

Present were:
Megan Andrews – Kendall County SWCD
Gary Grosskopf- Oswego Township
Doug Kissel- Village of Plainfield- Wastewater Superintendent
Larry Nelson – Kendall County Plan Commission member (Vice Chair)
Dan Reedy- Kendall County Farm Bureau
Joe Wywrot - United City of Yorkville- City Engineer

Also present were:
Jeff Wehrli- Stormwater Planning Committee Chairman
Greg Chismark of Wills Burke Kelsey Associates (Kendall County Consulting Engineer)
Angela Zubko – Senior Planner of Kendall County Planning, Building and Zoning

Absent were:
Matt Bardol- Geosyntec Consultants- Project Engineer
Steve Bicking – Village of Oswego- SEC Group
Matt Blocker- Developer
Fran Klaas- Kendall County Highway Department Director (Chair)
John McGinnis- Village of Plano
Andrea Cline- The Conservation Foundation
NRCS, District Conservationist

3. Approval of the Agenda

Dan Reedy made a motion to approve the agenda as written, Joe Wywrot seconded the motion. All agreed on the approval of the agenda.

4. Approval of the Bills

There was no bill to be approved at this meeting.
5. **Approval of the meeting minutes from the 2/8/11 meeting**

Dan Reedy made a motion to approve the November 23, 2010 meeting minutes. Megan Andrews seconded the motion. All agreed and the minutes were approved.

6. **Stormwater Ordinance Discussion- Draft Chapter 2**

Greg Chismark passed out the draft of chapter 2 and revisions to chapter 1 of the Stormwater Ordinance. Greg stated that at the last meeting there was the comparison chart on which direction the committee wants to take and using whose ordinance. That chart is completed and we have started working on the Ordinance. The first article is the definitions that we made some changes to. Tim Paulson stated on page 6 for the definition of development that maybe we should incorporate BMP’s in particular to letter b for parking lots. Also on the definition for Floodway or Designated Floodway the definition needs to be updated. Greg stated these definitions are a combination from Will County, Kane and Kendall and incorporated into one, these probably look most similar to the Will County Stormwater Ordinance. Joe Wywrot suggested under BMP’s to possibly add street sweeping as a non-structural approach to a BMP. There was discussion on the definition of ‘Net Watershed Benefit in Water Quality’ on whether it should be modified or if it should be quantitative or be more broad like the struck out area. The decision was to go back to the stuck out language and delete the new language. Joe had a question on the ‘Minor Stormwater Systems’ definition to clarify the roadside ditches and swales.

Greg moved onto article 2: Requirements for Stormwater Management. Since no one has seen the document yet he walked through the document page by page. Page 15, the yellow highlighted section is to make sure it references the correction sections. Under section 201.5 under Protection of Buildings this describes the amount of free-board permitted. Jeff said the wording needs to change under article 201.1 ‘No development shall:’

Page 16, section 202 talks about site runoff requirements, 202.2 we are using the 10 year event.

Page 17, at the very bottom the designed rainfall in section 202.6 we are using the isohyetal rainfall data. That was the group consensus when we went over the comparison chart.

Page 18 there is a critical section on applicability. The criteria listed here is the current Kendall County thresholds from the Kendall County Stormwater Ordinance. Megan wanted to clarify if Agricultural land is included in non-residential or if it is exempt. Greg stated we will talk about that later on page 23.

Page 19 Greg highlighted net watershed benefit as he is not too keen on the original definition.

Page 20, section 203.6, this is sometimes called the retention components. We are going to store the first ¾ inch rainfall below the elevation of the primary gravity outlet of the stormwater management basin. This section is borrowed from Will County’s Ordinance except the highlighted portion. There are a couple extra ‘no’s’ in there that need to be deleted.

Page 21, the highlighted sections are the new added sections/vague sections or sections Greg would like to discuss. We are going to strike the word paved as that is not always practical and up to the Administrator. On letter e we are going to change the word minimize to reduce
impacts. I and j are pulled from the Kendall Ordinance but wanted to make sure the group is comfortable with these requirements. Neither Kane or Will have these requirements but Kendall does. There was discussion on stormwater variance which will be discussed later in another article. Joe asked if there is a bounce or maximum draw down requirement in this Ordinance. Greg stated it is not written in the Ordinance currently. This might be the location of the Ordinance to consider it. Greg is going to bring back some language.

Page 23, section 204 is only shown in the Will Ordinance. This section discusses stormwater requirements for agricultural land use including croplands, pasture lands and farmsteads. This kind of clarifies the exemption. Greg would like us to read this section and we will discuss it again. Megan had a comment on 204.3.c Buffer strips. She was questioning if buffer strips are currently in the Kendall County Ordinance or if this is something new. Greg said the whole section 204 would go away if we do not want to regulate agricultural land. It sounds like section 204 should be deleted in its entirety.

The next article is on erosion and sediment control.

7. Adjournment

The next meeting will be March 22, 2011. Dan Reedy made a motion to adjourn the meeting, Megan Andrews seconded the motion. Larry Nelson adjourned the meeting at 2:46 p.m.

Submitted by,

Angela L. Zubko
Recording Secretary & Senior Planner
1. **CALL TO ORDER:** Chairman Jeff Wehrli (Chair- District 2) order at 3:04 p.m.

2. **ROLL CALL:** Jeff Wehrli (Chair- District 2), Valerie Burd (Yorkville), Bob Davidson (District 1), Bob Nordengren (Newark), Allen Persons (Village of Plainfield), John Shaw (District 1) and Jerry Weaver (Oswego)

   Ex Officio members present: Larry Nelson

   Others present: Greg Chismark (WBK Engineering) and Angela Zubko (Senior Planner)

   Members absent: Anne Vickery (District 2), Bob Hausler (Plano) and Nancy Martin (District 1)

3. **APPROVAL OF AGENDA:** Jerry Weaver made a motion to approve the agenda for this meeting. Allen Persons seconded the motion. All agreed and the motion was approved.

4. **APPROVAL OF MINUTES:** Bob Nordengren made a motion to approve the minutes from the July 29 November 18, 2010 meeting. Jerry Weaver seconded the motion. All agreed and the motion was approved.

5. **APPROVAL OF BILLS:** None

6. **PUBLIC COMMENT:** No public at this time

7. **REPORTS BY PROFESSIONAL STAFF AND/OR TECHNICAL ADVISORY COMMITTEE:**
a. **Status of Stormwater Plan**- Greg has put together a powerpoint to update the Planning Group on what the Technical Committee has achieved so far. Greg stated the Technical Committee has finished the Stormwater Plan which will be on the website by next week and it was approved by the County Board in December.

b. **Status of Stormwater Ordinance**- Greg went over that the Technical Committee has completed chapters 1 and 2 so far. Greg showed the comparison chart that the Technical Committee went through to decide which ordinance the group wanted to reference when Kendall County started writing their Ordinance. For the most part we are going to follow the Kendall County current requirements. Greg showed what the table of contents will look at which most represents what Will Counties Ordinance looks like and that is the format we will be using. There are currently 13 chapters total but some might be deleted as we write the Ordinance. The target completion date is by the end of the calendar year. John Shaw asked if in chapter 1 under authority if taxing would be part of the Ordinance. Greg stated no that would not be part of the Ordinance. There could be a fee section. Allen Persons asked who would be in charge of investigating and enforcing the Ordinance. Greg feels at this time the County is not interested in enforcing the Ordinance in municipalities, we would certify the communities to enforce it. Jeff Wehrli wanted to reiterate this is a base document as the municipal ordinances more likely are stricter then the base document. Larry Nelson briefly spoke on what the preliminary process for variances would be and that is if they need a variance from the municipal ordinance the municipality would approve/deny that and if it pierces the base Countywide document the Stormwater Committee must approve that variance. John Shaw asked what would happen if a municipality does not want to participate and it was stated that they have to be in compliance or they would be in violation. It was asked of Greg to email out the PowerPoint to the group.

8. **Schedule Approval for 2011**- The 3 remaining meetings for this year will be on May 26th, August 25th and December 1st.

9. **Old Business**- None

10. **New Business**

    A. Next Meeting- May 26, 2011
10. **PUBLIC COMMENT:** There was no public comment at this time

11. **ADJOURNMENT:** Bob Nordengren made a motion to adjourn the meeting. Jerry Weaver seconded the motion. All were in favor and the meeting was adjourned at 3:40 p.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner & Recording Secretary