1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Approve Resolution Honoring Jessie Hafenrichter
   B. Approve Resolution Requiring the Audio Recording of All Standing Committee Meetings
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approve Petition 14-25; Approval of an amendment to the Kendall County Zoning Ordinance to allow bee keeping in residential districts
   B. Public Safety
      1. Approve Resolution Granting the Kendall County Sheriff the Authority to Enter into Police Services Agreements with Private Entities and on Behalf of Kendall County, Illinois
   C. Administration Human Resources
      1. Approval of Technology Help Desk/Computer Support Specialist Job Description
      2. Approval of Title VI Statement of Policy Revisions
   D. Highway
      1. Approve plans for the proposed Speedway on Galena Road
      2. Approve Resolution appropriating $2,100,000 of County Motor Fuel Tax Funds for the resurfacing of Newark Road
      3. Approve Resolution appropriating $300,000 of County Motor Fuel Tax Funds for the resurfacing of Fox River Drive and Ben Street
      4. Approve Construction Engineering Services Agreement between Kendall County and HR Green for Phase III on the Eldmain Road project in the amount of $488,590.08
      5. Award Transportation Alternatives Program Grants to the following agencies:
         a. Village of Oswego in an amount not to exceed $3,500
         b. City of Plano in an amount not to exceed $7,500
         c. City of Yorkville in an amount not to exceed $5,000
      6. Approve Resolution re-appointing the incumbent County Engineer for a 6-year term beginning on May 20, 2015
      7. Resolution Appropriating Funds for the Payment of the County Engineer’s Salary in an amount not to exceed $107,920 and authorizing IDOT to transfer an amount not to exceed $53,960 of Federal Surface Transportation Funds in return for an equal amount of State funds
      8. Approve Resolution Providing for the Spring Posting of Certain County Highways
E. Facilities
1. Approve Call One contract #24606 to renew ISDN-PRI services for a term not to exceed 36 months at $1,125.00 per month plus usage
2. Approve Call One contract #24607 to renew Point to Point services for a term not to exceed 36 months at $280.00 per month
3. Approve Call One contract #24605 to renew Centrex Service Agreement for a term of 12 months at a cost of $9.00 per month
4. Approve Call One contract #24603 to renew Customer Services Agreement for a term 12 months at the prices listed in contracts #24605, #24607, #24606

F. Economic Development

G. Finance
1. Approve Claims in an amount not to exceed $1,533,867.18
3. Approval to fill the Technology Position vacancy
4. Resolution approving Senior Tax Levy Grant Awards
   a. Community Nutrition Network in an amount not to exceed $21,000
   b. Fox Valley Family YMCA in an amount not to exceed $4,500
   c. Fox Valley Older Adult Services in an amount not to exceed $57,000
   d. Kendall County Health Department in an amount not to exceed $60,000
   e. Oswegoland Seniors Inc in an amount not to exceed $40,000
   f. Prairie State Legal Service in an amount not to exceed $8,000
   g. Senior Services Associates, Inc in an amount not to exceed $122,000
   h. Visiting Nurse Association in an amount not to exceed $12,000
5. Approval of the Kendall County Annual Financial Report for FY 2014 from Wipfli, CPA’s

H. Labor and Grievance
I. Committee of the Whole
J. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation
   D. Board of Health
   E. Juvenile Justice Counsel

15. Other Business

16. Chairman’s Report

Appointments
Ruben Rodriguez- Ethics Commission – Expires March 2017

Announcements
Richard Gaffney – Merit Commission – 6 year term – Expires March 2021
Rodney Schobert – Morgan Creek Drainage District – 3 year term – Expires 2018

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 17, 2015 at 9:26 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 1/20/15. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw stated that he would like to move Executive Session to the end of the meeting.

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

CITIZENS TO BE HEARD

Chairman Shaw stated that since most citizens present will want to speak regarding item 3 under Planning, Building, and Zoning; he will allow them to speak when that item is up for discussion.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Under Sheriff Martin stated that the members should have the report in front of them and was available for questions.

County Clerk

Revenue Report 1/1/15-1/31/15

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>703.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>450.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>-</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>1,251.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>24,387.00</td>
</tr>
<tr>
<td>01010061205   Total County Clerk Fees</td>
<td>$</td>
<td>26,791.50</td>
</tr>
<tr>
<td>01010001185   County Revenue</td>
<td>$</td>
<td>28,184.25</td>
</tr>
<tr>
<td>38010001320   Doc Storage</td>
<td>$</td>
<td>14,927.50</td>
</tr>
<tr>
<td>51010001320   GIS Mapping</td>
<td>$</td>
<td>25,250.00</td>
</tr>
<tr>
<td>37010001320   GIS Recording</td>
<td>$</td>
<td>3,156.00</td>
</tr>
<tr>
<td>01010001135   Interest</td>
<td>$</td>
<td>39.01</td>
</tr>
<tr>
<td>01010061210   Recorder's Misc</td>
<td>$</td>
<td>3,442.00</td>
</tr>
<tr>
<td>81010001320   RHSP/Housing Surcharge</td>
<td>$</td>
<td>12,663.00</td>
</tr>
</tbody>
</table>
CK # 17723  To KC Treasurer  $114,453.26

Death Certificate Surcharge sent from Clerk's office $496.00 ck # 17719
Dom Viol Fund sent from Clerk's office $170.00 ck 17720

Treasurer

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

**Kendall County General Fund**
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR ONE MONTH ENDED 12/31/2014

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$16,958</td>
<td>4.58%</td>
<td>$19,255</td>
<td>5.28%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$237,825</td>
<td>9.95%</td>
<td>$235,432</td>
<td>9.77%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$47,550</td>
<td>10.57%</td>
<td>$35,529</td>
<td>8.99%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$0</td>
<td>0.00%</td>
<td>$73,362</td>
<td>8.15%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$24,608</td>
<td>6.87%</td>
<td>$28,920</td>
<td>6.40%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$65,837</td>
<td>6.93%</td>
<td>$72,781</td>
<td>6.62%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$39,605</td>
<td>7.92%</td>
<td>$32,279</td>
<td>6.21%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$4,011</td>
<td>7.29%</td>
<td>$5,797</td>
<td>14.49%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$410</td>
<td>1.37%</td>
<td>$391</td>
<td>1.12%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$85,847</td>
<td>7.70%</td>
<td>$87,662</td>
<td>7.88%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$0</td>
<td>0.00%</td>
<td>$206,713</td>
<td>8.40%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$38,508</td>
<td>15.40%</td>
<td>$18,917</td>
<td>5.73%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$97,800</td>
<td>10.87%</td>
<td>$104,840</td>
<td>12.33%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$28,461</td>
<td>4.95%</td>
<td>$31,002</td>
<td>4.77%</td>
</tr>
</tbody>
</table>

**TOTALS** $11,342,336 $687,420 6.06% $952,881 8.20%

| | 2015 YTD Actual | 2014 YTD | 2014 YTD % |
|-----------------|---------------|------------|
| Public Safety Sales Tax | $0 | $361,614 | 8.41% |
| Transportation Sales Tax | $0 | $361,614 | 8.41% |
*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 1 month the revenue and expense should at 8.33%

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>$26,978,402</th>
<th>$1,878,125</th>
<th>6.96%</th>
<th>$2,698,306</th>
<th>10.87%</th>
</tr>
</thead>
</table>

Jill Ferko, County Treasurer stated that revenues seem to be on track as far as the budget goes.

**State’s Attorney**

State’s Attorney, Eric Weis presented the annual report.

**STATE’S ATTORNEY 2014 REPORT**

The Kendall County State’s Attorney’s Office issued its 2014 year-end report, which reports case statistics, revenue and budget details, as well as comparisons to previous years. The majority of the resources from the State’s Attorney’s Office are dedicated to the prosecution of criminal cases. Eight assistant state’s attorneys and the State’s Attorney handled nearly 12,300 new criminal/traffic files last year. A break down of the cases filed and the dispositions of those cases are detailed below:

<table>
<thead>
<tr>
<th>Case type</th>
<th>2014</th>
<th>2013</th>
<th>2012</th>
</tr>
</thead>
<tbody>
<tr>
<td>Felony *</td>
<td>424</td>
<td>408</td>
<td>414</td>
</tr>
<tr>
<td>Misdemeanor (Excluding DUI)</td>
<td>1114</td>
<td>1059</td>
<td>1231</td>
</tr>
<tr>
<td>DUI</td>
<td>245</td>
<td>236</td>
<td>287</td>
</tr>
<tr>
<td>Traffic</td>
<td>10,219</td>
<td>11,590</td>
<td>12,190</td>
</tr>
<tr>
<td>Juv. Delinquency **</td>
<td>241</td>
<td>256</td>
<td>263</td>
</tr>
<tr>
<td>Juv. Abuse &amp; Neglect</td>
<td>36</td>
<td>18</td>
<td>16</td>
</tr>
<tr>
<td>Juv. Truancy</td>
<td>10</td>
<td>7</td>
<td>1</td>
</tr>
<tr>
<td>Total cases filed ***</td>
<td>12,289</td>
<td>13,599</td>
<td>14,402</td>
</tr>
</tbody>
</table>

* Multiple counts are usually filed as one case number. ** Only includes cases referred to the State’s Attorney’s Office from Court Services. *** Does not include civil cases, child support enforcement cases, ordinance violations, and post-sentence cases (Probations, Supervision, Conditional Discharge, Post-IDOC restitution, Post Conviction Petitions).

** Of cases disposed of, convictions resulted in 94% of the cases in 2013 and 98% of the cases in 2014 as of January 16, 2015.

State’s Attorney, Eric Weis informed the board that criminal cases maintained steady numbers as far as felony, misdemeanor and DUI cases, traffic offenses have continued to go down, and juvenile abuse and neglect cases were up. They prosecuted 21 jury trials and the Grand Jury returned 560 bills of indictment. State’s Attorney Weis discussed the partnerships they have with the Child Advocacy Center and the Health Department; with these partnerships they have done over 600 interviews with alleged victims. They have estimated a savings of about $700,000 since 2012 dealing with the collective bargaining matters and employment issues. Members discussed the increase in the crimes against children. State’s Attorney Weis thanked everyone for their donation to the Food Pantry.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2015 Statistics</th>
<th>Stats for Same Period in 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Co Board 2/17/2015</td>
<td>-3</td>
<td>-</td>
</tr>
</tbody>
</table>
2015 Total Deaths...... 40  Total Deaths...... 46  -13%
Autopsies to Date............ 2  Autopsies.... 2  0%
Toxicology Samples. 2  Toxicology Samples.. 4  -50%
Cremation Permits.... 24  Cremation Permits... 23  4%

Health Department

Dr. Tokars stated that on behalf of the Health Department they are honored to be doing meaningful work and the State’s Attorney’s Office in working on the cases through the Child Advocacy Center is preventing further violence in the community. Dr. Tokars announced that they are working on the 5 year community health assessment. The purpose of the health assessment is to examine and prepare for us a look at some of the public health matters that are priority for community members.

Supervisor of Assessments

Andy Nicoletti, Supervisor of Assessments reported that the final factor from the Department of Revenue is 1.0 so assessments will not be increased because of that; the actual level of assessment is 33.35. The senior exemption renewals forms will be going out soon. They are working on making sure that all the exemptions are on before rolling to the DOR level.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

City of Yorkville Building Inspection Agreement

Member Gryder made a motion to approve the first amendment to the City of Yorkville Building Inspection Agreement. Member Shaw seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-03 is available in the Office of the County Clerk.

Special Use for River’s Edge Fellowship

Member Gryder made a motion to approve Petition 14-39; Approval of a special use for the tenants, River’s Edge Fellowship, at 71 Boulder Hill Pass to operate a place of worship including community outreach events. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois  Zoning Petition
County of Kendall  #14-39

ORDINANCE NUMBER 15-02
GRANTING SPECIAL USE FOR THE TENANTS AT 71 BOULDER HILL PASS RIVER’S EDGE FELLOWSHIP

WHEREAS, River’s Edge Fellowship has filed a petition for a Special Use within the B-3 Highway Business Zoning District for a 4,800 square foot tenant space on an overall 7.82 acre property located in the Boulder Hill Marketplace on the east side of Boulder Hill Pass, approximately 0.15 miles north of Route 25 (PIN# 03-05-401-003), in Oswego Township; and

WHEREAS, said petition is to allow the operation of a place of worship including community outreach events; and

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

WHEREAS, said property is legally described as:

BOULDER HILL PASS EXTENDED, TO A POINT WHERE THE SAID LINE INTERSECTS THE EAST RIGHT OF WAY LINE OF ILLINOIS ROUTE 25; THENCE SOUTHWESTERLY ALONG THE SAID RIGHT OF WAY LINE TO THE POINT OF BEGINNING

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on February 2, 2015; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. We believe the presence of River’s Edge Fellowship would help improve the public health, safety, comfort and general welfare of the Boulder Hill area.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Our desire, by being present in the Boulder Hill market, would be to not hinder or disrupt any business, office or residence but to be a benefit to all. We feel that fuller occupancy of the center would increase the traffic flow for existing businesses as well as increase the property value as a whole.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is an existing shopping/professional center therefore all these considerations are already in place.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. We wholeheartedly agree to adhere to and respect all applicable regulations.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use permit will be consistent with the uses in the strip center.

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

WHEREAS, this special use shall be run with the tenant, River’s Edge Fellowship at 71 Boulder Hill Pass; and

WHEREAS, if the River’s Edge Fellowship was to move out of the building the special use would dissolve at that time; and

NOW THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit operate a place of worship including community outreach events in the 4,800 square feet of building space located at 71 Boulder Hill Pass.

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

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 17th day of February, 2015.

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

Special Use for Andrew Sybert

Member Gryder made a motion to approve Petition 14-42; Approval of a special use for Andrew Sybert at 655 Woolley Road to operate a landscape business with outdoor storage. Member Prochaska seconded the motion.

Angela Zubko, Planning and Zoning Manager explained that they are looking for an A1 special use for landscape business. They have placed 5 conditions on the approving ordinance. Ms. Zubko stated that the ZPAC committee recommended approval, the Plan Commission was a 2 to 3 vote for denial and the Hearing Officer made an unfavorable recommendation. The petitioner did change the site plan to address some of the issues.

Citizens to be heard:

Co Board 2/17/2015 - 5 -
William Richards stated that this is a quiet residential and horse area and a business area. Mr. Richards said that the property values will be hurt with the business in the neighborhood; it is too dense for the property. Mr. Richards stated the zoning rules of 1959, updated 4/8/1969 and amended on 12/6/2003 all state 3 acre lots minimum 200’ wide at front building setback. The property is 153’ wide. Mr. Richards cited the Ag Zoning rules which state that all materials be stored entirely within an enclosed structure and conditional uses may only be permitted if specifically authorized by the zoning administrator.

Tom Rohrbacher stated that 15 employees would be too intense for the area.

Janet Porter informed the board that she lives directly north of the proposed landscape business and her house is 100’ from the North side of the property line. She stated that this is the area that they use to play with their kids and dogs and have family functions in. They have concerns about what the business will bring into their water system. Ms. Porter stated that if they are composting land waste it is subject to Illinois EPA laws.

Carey Porter commented that the approval of the petition would set a bad precedent; there are several other homes in the area that are up for sale. If a business of 15-20 employees is allowed, then it would make sense to allow others thus making it a business community and not a residential community.

Patti Kraus stated that she is concerned about where they propose to put the bulk storage; she would like it to be moved closer to their residence. Ms. Kraus stated that it was discovered that there are a couple of businesses associated with Sybert; will they be able to operate on the property as well.

Penny Richards stated that she opposes the proposed action for the following reasons. One semi load of waste lawn materials will be stored onsite, when the material heats up it may become combustible and have an obnoxious aroma which could cause breathing problems. It could be a harbor for rodents, vermin and mosquitoes. It would impose a health risk, impair property values, be a heavy burden on the access roads; additional traffic would constitute a potential safety hazard and would diminish the residents’ enjoyment of their properties.

Ron Bochenek stated that the operation doesn’t fit in the neighborhood.

David Dickinson stated that this is a residential neighborhood, the few businesses that are there you don’t notice. Mr. Dickinson expressed concerns regarding noise, increased pollution, lot is too small to support activity discussed, increased fire risk, rodent problems, potential for ground water pollution, and potential EPA problems. Mr. Dickinson said that the business would be out of character for the area.

Andrew Sybert discussed the pictures he took of other businesses that have bulk storage tanks in the area.

There was discussion with Mr. Sybert about where the mulch and bulk storage will be on the located on the property and the number of employees he has, and the amount of mulch that will be stored on the property.

Ms. Zubko stated the reasons the Planning Commission had a denial, the major ones were drainage issues, noise, dust, pollution, smells, rodents and intensity of use. Ms. Zubko said that the petitioner wanted to change condition number 2 for the no loading or unloading of landscape waste equipment between 9pm and 6am to 7pm to 6am.

Member Wehrli made an amendment to the original motion to approve Petition 14-42; as presented with the following exceptions - #2 loading or unloading of landscape equipment between the hours of 7pm to 6am; landscape waste that can be put on the ground be put upfront bins closest to petitioner’s house, fence be installed before outside storage is permitted, and the cap of employees be 12. Member Prochaska seconded the motion.

Member Flowers was excused from the meeting at 10:45am.

BREAK

RECONVENE

Public Safety

Resolution Setting Number of Auxiliary Deputies

Member Prochaska made a motion to approve the resolution setting the number of Auxiliary Deputies for the Kendall County Sheriff’s Office and the amount of compensation for such services. Member Shaw seconded the motion.

Member Prochaska stated that all auxiliary deputies shall be unpaid volunteer positions but they shall be reimbursed for actual expenses incurred while in the service of the Kendall County Sheriff’s Office. Under Sheriff Martin explained that they currently have less than 15 deputies now, they set the number at 30 to avoid going through this process again if they want to add more. Member Prochaska stated that they cannot go back and change the number unless every single position is filled.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
COUNTY OF KENDALL, ILLINOIS
RESOLUTION 15-07

RESOLUTION SETTING THE NUMBER OF AUXILIARY DEPUTIES FOR THE KENDALL COUNTY SHERIFF’S OFFICE AND AMOUNT OF COMPENSATION FOR SUCH SERVICES

WHEREAS, 55 ILCS 5/3-6012 and 55 ILCS 5/3-6103 provides the Kendall County Sheriff with the authority to appoint auxiliary deputies to perform the following duties: to aid or direct traffic within Kendall County; to aid in control of natural or human made disasters; to aid in case of civil disorder as assigned and directed by the Kendall County Sheriff; and to perform the regular and normal duties of regular duties but only if an emergency exists such that it is impractical for regular deputies to perform their assigned and normal duties;

WHEREAS, pursuant to 55 ILCS 5/3-6013, such auxiliary deputies shall, at all times during the performance of their duties, be subject to the direction and control of the Kendall County Sheriff and shall not carry firearms, except with the permission of the Kendall County Sheriff, and only while in uniform and in the performance of their assigned duties;

WHEREAS, pursuant to 55 ILCS 5/3-6012, the number of auxiliary deputies to be appointed to perform these duties must be set by a majority vote of the Kendall County Board;

WHEREAS, pursuant to 55 ILCS 5/3-6013, the amount of compensation to be paid to these auxiliary deputies must also be set by a majority vote of the Kendall County Board;

WHEREAS, there is no past resolution found, which sets the number of auxiliary deputies and/or the amount of compensation to be paid to each auxiliary deputy who performs services on behalf of the Kendall County Sheriff’s Office and Kendall County residents;

NOW, THEREFORE, BE IT RESOLVED that, effective immediately, the Kendall County Sheriff may appoint up to a maximum of thirty (30) unpaid auxiliary deputies to perform auxiliary deputy duties as set forth in 55 ILCS 5/3-6012 and 55 ILCS 5/3-6013; and

BE IT FURTHER RESOLVED that, effective immediately, the auxiliary deputies appointed by the Kendall County Sheriff pursuant to this resolution shall be unpaid, volunteer positions but they may be reimbursed for actual expenses incurred in performing their assigned duties, provided such expenses are approved by the Kendall County Sheriff.

Approved and adopted by the County Board of Kendall County, Illinois, this 17 day of February, 2015.

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

Planning, Building & Zoning

Special Use for Andrew Sybert

Member Wehrli made an amendment to the amendment to the original motion to approve Petition 14-42: conditions as follows – 1- no landscape waste generated off the property can be burned on site, 2- no loading or unloading of landscape equipment between the hours of 7pm to 6am, 3- no retail sales/business allowed on site, 4- restrict the amount of landscape waste that can be stored on site at any one time on the ground, stored in the bins upfront closest to house to 15 yards of landscape waste including what is in the bed of the trucks, the 15 yards must be removed within 1 week, 5 – solid fence must be installed within 6 months of the approval date of the special use, before any outside storage is permitted, the fence must be erected, and 6 –maximum of 9 employees. Member Prochaska seconded the motion.

Members discussed that the ordinance states that the special use will run with the owner’s Andrew and Audra Sybert, if they were to move out of the home the special use would dissolve at the time. It was stated that the Sybert’s do not own the property yet and this is common to present a special use at this time, it should not create a problem.

Member Prochaska made a motion to suspend the rules and take every action that is taken place on for the approval of petition 14-42: approval of the special use for Andrew Sybert at 655 Woolley Road to operate a landscape business with outdoor storage and start over. Motion dies for lack of second.

Chairman Shaw asked for a roll call vote on the amendment to the amended motion (2nd amendment). Members voting aye include Cullick, Davidson, Gryder, Prochaska, Purcell, and Wehrli. Members voting nay include Gilmour, Koukol, and Shaw. Motion carried 6-3.

Member Wehrli asked that his original amendment be withdrawn. Member Prochaska withdrew the second.
Chairman Shaw asked for a roll call vote on the original ordinance with the amendment that has the conditions read into by Member Wehrli. Members voting aye include Cullick, Davidson, Gryder, Prochaska, Purcell, and Wehrli. Members voting nay include Gilmour, Koukoli, and Shaw. Motion carried 6-3.

State of Illinois
County of Kendall

ORDINANCE NUMBER 15-03
GRANTING SPECIAL USE FOR THE OWNERS AT
655 WOOLLEY ROAD, OSWEGO 60543
SYBERT LANDSCAPING

WHEREAS, Andrew & Audra Sybert have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 3.14 acre property located on the north side of Woolley Road, 0.15 miles west of Stewart Road, commonly known as 655 Woolley Road, Oswego, (PIN# 03-24-100-019), in Oswego Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a landscape business with outdoor storage of vehicles, equipment and bulk materials associated with a landscape business; and

WHEREAS, said property is legally described as:

THAT PART OF THE EAST ½ OF THE NORTHWEST ¼ OF SECTION 24, TOWNSHIP 37 NORTH, RANGE 8, EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF THE EAST ½ OF SAID NORTHWEST ¼; THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST ALONG THE SOUTH LINE OF SAID NORTHWEST ¼, 726 FEET FOR THE POINT OF BEGINNING; THENCE NORTH PARALLEL WITH THE EAST LINE OF SAID NORTHWEST ¼, 895.00 FEET; THENCE NORTH 89 DEGREES 39 MINUTES 30 SECONDS WEST PARALLEL WITH THE SOUTH LINE OF SAID NORTHWEST ¼, 152.80 FEET; THENCE SOUTH 0 DEGREES 02 MINUTES 00 SECONDS WEST 895.00 FEET TO THE SOUTH LINE OF SAID NORTHWEST ¼; THENCE SOUTH 89 DEGREES 39 MINUTES 30 SECONDS EAST ALONG SAID SOUTH LINE, 153.32 FEET TO THE POINT OF BEGINNING; 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 in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on February 2, 2015; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The current uses of the subject property include a residence; an amusement rides business and outdoor storage. The special use permit will allow for a landscaping business to operate on the subject property. Considering the existing uses, the special use will be detrimental to and endanger the public health, safety, morals, comfort or general welfare. This is a 3 acre property and in an area that is quasi-residential use and this use will right next to a residential area. The current property does not comply with not being detrimental.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The subject property is surrounded by farmland and property used both as a residence and as a commercial business. The petitioners will be using the property as a residence and as a landscaping business which is compatible with agricultural farming. The zoning classification with the general area is still agricultural.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. All the utilities, access roads and drainage already exist for this site.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The buildings already exist and the petitioner is not requesting any variances.
That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use permit will not be consistent with the County’s LRMP in that the subject property will be used in a more intense nature with the surrounding properties.

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

WHEREAS, this special use shall be run with the owners, Andrew & Audra Sybert at 655 Woolley Road, Oswego; and

WHEREAS, if Andrew & Audra Sybert were to move out of the home the special use would dissolve at that time; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a landscape business with outdoor storage of vehicles, equipment and bulk materials associated with a landscape business in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. No landscape waste generated off the property can be burned on this site.
2. No loading or unloading of landscape equipment between the hours of 7pm and 6am.
3. No retail sales/business allowed on site.
4. Restrict the amount of landscape waste that could be stored on site at any one time on the ground (stored in the bins upfront closest to the house) to 15 yards of landscape waste including what is in the bed of the trucks. The 15 yards must be removed within 1 week.
5. The solid fence must be installed within 6 months of the approval date of the special use. Before any outside storage is permitted, the fence also must be erected.
6. A maximum of 9 of employees.

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 by the Kendall County Board this 17th day of February, 2015.

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

Administration/Human Resources

Member Cullick made a motion to approve the Administration Human Resource Committee to meet on the first Thursday of the month at 9:00am, and a second meeting on the fourth Tuesday of the month at 5:30pm. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Highway

Jurisdictional Transfer .50 mile of Old Ridge Road

Member Koukol made a motion to approve the Local Agency Agreement for Jurisdictional Transfer of 0.50 mile of Old Ridge Road from Kendall County to Na-Au-Say Road District. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Jurisdictional Transfer .303 mile of Old Ridge Road

Member Koukol made a motion to approve the Local Agency Agreement for Jurisdictional Transfer of 0.303 mile of Old Ridge Road from Kendall County to Village of Plainfield. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Resolution Deleting .50 mile of Old Ridge Road

Member Koukol made a motion to approve the resolution deleting 0.50 mile of Old Ridge Road from the County Highway System. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY
Resolution No. 15-08

Providing for the Deletion of a Portion of Old Ridge Road from the Kendall County Road System

WHEREAS, the County of Kendall, Illinois, hereinafter called the COUNTY, and Na-Au-Say Road District, hereinafter called the TOWNSHIP, did enter into an agreement for the jurisdictional transfer of a portion of Old Ridge Road (County Highway
WHEREAS, in accordance with the provisions of the applicable Local Agency Agreement for Jurisdictional Transfer, the TOWNSHIP is to assume jurisdiction of the identified portion of Old Ridge Road upon execution of said Agreement by all parties.

THEREFORE, BE IT RESOLVED, by the County Board of Kendall County that the COUNTY agrees to delete the identified portion of Old Ridge Road from the County Road System, upon approval by the Illinois Department of Transportation.

STATE OF ILLINOIS  
COUNTY OF KENDALL  
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois on the 17 day of February, A.D. 2015.

Debbie Gillette-County Clerk

Resolution Deleting .303 mile of Old Ridge Road

Member Koukol made a motion to approve the resolution deleting 0.303 mile of Old Ridge Road from the County Highway System. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

KENDALL COUNTY  
Resolution No. 15-09

Providing for the Deletion of a Portion of Old Ridge Road from the Kendall County Road System

WHEREAS, the County of Kendall, Illinois, hereinafter called the COUNTY, and Village of Plainfield, Illinois, hereinafter called the VILLAGE, did enter into an agreement for the jurisdictional transfer of a portion of Old Ridge Road (County Highway 11), beginning at the northerly corporate limits of the VILLAGE, a point ½ mile south of Illinois Route 126, and extending southerly 1,600 feet to the end of pavement, in its entirety, as identified on the attached location map; and

WHEREAS, in accordance with the provisions of the applicable Local Agency Agreement for Jurisdictional Transfer, the VILLAGE is to assume jurisdiction of the identified portion of Old Ridge Road upon execution of said Agreement by all parties.

THEREFORE, BE IT RESOLVED, by the County Board of Kendall County that the COUNTY agrees to delete the identified portion of Old Ridge Road from the County Road System, upon approval by the Illinois Department of Transportation.

STATE OF ILLINOIS  
COUNTY OF KENDALL  
I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois on the 17 day of February, A.D. 2015.

Debbie Gillette-County Clerk

Intergovernmental Agreement with Na-Au-Say Road District – Old Ridge Road

Member Koukol made a motion to approve the Intergovernmental Agreement between Kendall County and Na-Au-Say Road District pertaining to the transfer of a part of Old Ridge Road. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-04 is available in the Office of the County Clerk.

Engineering Agreement with Crawford, Murphy & Tilly

Member Koukol made a motion to approve an Engineering Agreement between Kendall County and Crawford, Murphy & Tilly, Inc for Preliminary Engineering Services for the Galena Road / Little Rock Road intersection project in the amount of $239,998.55. Member Gilmour seconded the motion.
County Engineer, Fran Klaas explained that the purpose of the engineering study is to determine what type of improvement would be best for the intersection.

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

A complete copy of IGAM 15-05 is available in the Office of the County Clerk.

Facilities

Member Koukol reviewed the minutes in the packet from the February 2, 2015 meeting.

Economic Development

Revolving Fund Loan

Member Koukol made a motion to approve a revolving fund loan to The Law Offices Corporation in the amount $120,000. Member Cullick seconded the motion.

State’s Attorney Weis stated that they have not received a signed copy back.

Member Davidson moved to table until a signed copy is received back. Motion dies for lack of a second.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Gilmour, Gryder, Koukol, Prochaska, Shaw and Wehrli. Member Davidson voting nay. Member Purcell voting present. Motion carried 7-1-1.

KENDALL COUNTY BOARD RESOLUTION
Resolution No. 15-10

WHEREAS, the County of Kendall, Illinois is a duly organized unit of local government existing within the State of Illinois;

WHEREAS, The Kendall County Board, being duly advised and after due consideration, and upon the advice and recommendation of counsel and its insurer hereby resolve as follows:

1. The County of Kendall hereby approves loaning the sum of $120,000.00 to The Law Office Corporation; Boyd Ingemunson, individually; Dallas C. Ingemunson, individually and Dolores Ann Ingemunson, individually regarding a business that shall be operated at 226 S. Bridge Street, Kendall County Illinois.

2. A note evidencing said loan shall be executed jointly and severally by the above named parties. The loan shall be payable over twenty (20) years at an interest rate of 1.5%.

3. The purpose of the loan is for The Law Office Corporation to occupy and use the property as its business establishment at all times during the term of this loan. Said business shall include a music venue and the service of alcoholic beverages.

4. A mortgage evidencing the loan shall be executed by the parties and recorded against the property commonly known as 226 S. Bridge Street, Yorkville, Kendall County, Illinois. At all times during the term of this loan, The Law Office Corporation shall operate the above referenced business at said location.

5. A copy of the signed Note and Mortgage are hereby attached and incorporated by reference.

IT IS HEREBY RESOLVED that is approved.

PASSED by the Kendall County Board this 17 day of February 2015.

John Shaw, Kendall County Board Chairman

ATTEST: Debbie Gillette, County Clerk

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $403,682.57. Member Prochaska seconded the motion.

COMBINED CLAIMS: FCLT MGMT $41,529.09, B&Z $1,881.08, CO CLK & RCDR $1,597.68, ELECTION $7,239.52, ED SRV REG $5,826.42, SHRFF $21,931.71, CRRCTNS $8,323.60, EMA $1,248.41, CRCT CT CLK $90.34, JURY COMM $4,430.05, CRCT CT JDG $8,820.02, CRNR $2,544.20, CMB CRT SRV $3,347.39, PUB DFNDR $129.00, ST ATTY $3,620.31, TRSR $369.51, EMPLY HLTH INS $17,729.60, AUD & ACCT $42,000.00, OFF OF ADMIN SRV $190.37, CO BRD $1,587.57, TECH SRV $6,826.30, SOIL & WTR $32,000.00, PRPRTY TX SRV $13,860.00, ECON DEV $3,000.00, CO HWY $29,270.39, CO BRDG $65,501.91, TRNSPRT SALES TX $24,817.37, HLTH & HMN SRV $11,964.28, FRST PRSRV
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Labor and Grievance**

No report.

**Committee of the Whole**

Chairman Shaw reviewed the minutes in the packet from the February 12, 2015 meeting.

**STANDING COMMITTEE MINUTES APPROVAL**

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

**SPECIAL COMMITTEE REPORTS**

**Public Building Commission**

Member Wehrli stated that they did not have a meeting last month.

**VAC**

Member Wehrli stated that they did not have a meeting.

**Historic Preservation**

Member Wehrli stated that they will meet on February 18, 2015 and will discuss a landmark application. They are trying to get grant money for windows at the Historic Courthouse.

**Board of Health**

Member Wehrli stated that they will meet on February 17, 2015. Dr Tokars said that measles was declared no longer a disease that we should be afraid of in the year 2000 because there were virtually no cases moving about the United States. There have been some outbreaks, vaccination is very important.

**Juvenile Justice**

Member Gilmour reported that the Fundraising Committee met on January 9, 2015. They will have fundraiser called SKY Supporting Kendall Youth. It will be a 5K run/walk on April 18, 2015 at Hoover. People can register online at getmeregistered.com.

**Regional Office of Education**

Chris Mehochko, Regional Superintendent of Schools – Grundy and Kendall Counties presented the annual report. The number of offices is being reduced from 44 to 35 that does not affect us. There has been an increase in the amount of revenue generated at the center. The truancy law has changed which has brought the case load up. Mr. Mehochko reviewed the testing information, there has been a decreased in the number of GEDs and an increase in the other types of tests offered.

**CHAIRMAN’S REPORT**

Chairman Shaw removed Bob Hyde from the appointments since he is an alderman with the City of Plano, this may create a conflict of interest.

**Appointments**

Roger Bledsoe – Regional Planning Commission – 3 year term – Expires January 2018
Larry Nelson – Regional Planning Commission – 3 year term – Expires January 2018
Vern Poppen – Regional Planning Commission – 3 year term – Expires January 2018
Member Koukol moved to approve the appointments except Bob Hyde. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Announcements

Jim Lee – Morgan Creek Drainage District – 3 year term – Expires February 2018
Dale Konicek – Rob Roy Drainage District – 3 year term – Expires February 2018
Richard “Shorty” Dickson – Raymond Drainage District – 3 year term – Expires February 2018
Robert K. Stewart – Morgan Creek Drainage District – 3 year term – Expires February 2018
Brad Mathre – Ethics Commission – 2 year term – Expires February 2017
Kristine Heiman – Ethics Commission – 2 year term – Expires February 2017
Amy Cesich – Ethics Commission – 2 year term – Expires February 2017
Judith Burks – Ethics Commission – 2 year term – Expires February 2017
Carl Gutierrez – Ethics Commission – 2 year term – Expires February 2017

Chairman Shaw reported that Judge McCann expressed interest in combining the Judicial/Legislative and Public Safety meetings into one monthly meeting. Chairman Shaw stated that the Circuit Court bargaining agreement has been approved.

Member Gryder was excused from the meeting at 12:27pm.

EXECUTIVE SESSION

Member Koukol 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 or administrative tribunal. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

ADJOURNMENT

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

Approved and submitted this 27th day of February, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
RESOLUTION OF THE COUNTY OF KENDALL, ILLINOIS BOARD

RESOLUTION _____ - _____.

WHEREAS, The members of the Kendall County Board are saddened to mourn the death of Jesse M. Hafenrichter, who passed away on February 25, 2015; and

WHEREAS, Jesse Hafenrichter was born January 21, 1928 in Lowell, Oklahoma, the daughter of the late Tom and Mattie nee Slaughter Jones, and wife of the late Alvin Kleinschmidt and the late Lee Hafenrichter; and

WHEREAS, Jesse Hafenrichter dedicated her life to improving Kendall County; and

WHEREAS, Jesse Hafenrichter served for over 40 years as a member of the Kendall County Board of Tax Review, with the last 25 years as its Chairman; she was elected to the Kendall County Board in 1996; she served as a member of the County Board until 2012; and

WHEREAS, Jesse Hafenrichter while on the County Board served as the board liaison to the health department for 10 years, and as Vice-Chairman of the Kendall County Housing Authority for many years; and

WHEREAS, Jesse Hafenrichter while on the County Board fought for land preservation and for public transportation in Kendall County; and

WHEREAS, Jesse Hafenrichter was dearly loved by her family and friends and was highly respected in Kendall County; therefore, be it

RESOLVED, BY THE RESIDENTS OF KENDALL COUNTY AS REPRESENTED BY THE KENDALL COUNTY BOARD, that we mourn the passing of Jesse M. Hafenrichter and extend our sincere condolences to her family, friends, and all who knew and loved her; and be it further

RESOLVED, That the County Administrator create a suitable copy of this resolution to be presented to the family of Jesse Hafenrichter as an expression of our deepest sympathy.

Approved on this 17th day of March, 2015.

Attest:

John A. Shaw, County Board Chairman

Debbie Gillette, County Clerk/Recorder
COUNTY OF KENDALL

RESOLUTION NO. 2015-_______

A RESOLUTION REQUIRING THE AUDIO RECORDING OF ALL STANDING COMMITTEE MEETINGS

WHEREAS, the Kendall County Board recognizes the importance and the need for an open and transparent government to serve its residents; and,

WHEREAS, the Kendall County Board is committed to transparency in the conduct of the public’s business; and

WHEREAS, the Kendall County Board has determined that it is in the best interest of the county to retain an audio recording of all standing committee meetings; and

WHEREAS, Kendall County shall retain audio recordings of standing committees for a period of three years; and

WHEREAS, the Kendall County Board shall not replace the official meeting minutes compiled by the clerk with audio recordings but utilize technology to assist in promoting accountability and transparency; and

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

The audio recording of all standing committee meetings is hereby adopted by the County Board of Kendall County.

ADOPTED BY THE COUNTY BOARD OF TRUSTEES OF KENDALL COUNTY

THIS SEVENTEENTH DAY OF MARCH, 2015.

Attest:

John A. Shaw                      Debbie Gillette
County Board Chairman             County Clerk
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<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<td>Total County Clerk Fees</td>
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<tr>
<td>01010001185</td>
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<td>GIS Mapping</td>
<td>$21,908.00</td>
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<td>GIS Recording</td>
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<td>01010001135</td>
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<td>Recorder's Misc</td>
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<td>RHSP/Housing Surcharge</td>
<td>$11,160.00</td>
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<tr>
<td>CK # 17745</td>
<td>To KC Treasurer</td>
<td>$93,712.53</td>
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Death Certificate Surcharge sent from Clerk's office $1,204.00 ck # 17743
Dom Viol Fund sent from Clerk's office $105.00 ck 17744
Office of Jill Ferko  
Kendall County Treasurer & Collector  
111 W. Fox Street Yorkville, IL 60560

**Kendall County General Fund**  
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR THREE MONTHS ENDED 02/28/2015

### REVENUES*

<table>
<thead>
<tr>
<th>Revenue Type</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
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</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$73,484</td>
<td>19.86%</td>
<td>$84,428</td>
<td>23.13%</td>
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<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$518,732</td>
<td>21.70%</td>
<td>$515,727</td>
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<td>Local Use Tax</td>
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<td>$135,313</td>
<td>30.07%</td>
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<td>State Sales Tax</td>
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<td>$249,524</td>
<td>30.25%</td>
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<td>County Clerk Fees</td>
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<td>Fines &amp; Foreits/St Atty.</td>
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<td>$76,857</td>
<td>15.37%</td>
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<td>Building and Zoning</td>
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<td>Health Insurance - Empl. Ded.</td>
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<td>$293,267</td>
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<td>$306,812</td>
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<td>1/4 Cent Sales Tax</td>
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<td>$699,123</td>
<td>27.15%</td>
<td>$640,307</td>
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<td>County Real Estate Transf Tax</td>
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<td>$87,120</td>
<td>34.85%</td>
<td>$86,915</td>
<td>26.34%</td>
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<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$185,760</td>
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<td>Sheriff Fees</td>
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<td>$73,101</td>
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<td>$109,930</td>
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<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$2,634,519</strong></td>
<td><strong>23.23%</strong></td>
<td><strong>$2,758,529</strong></td>
<td><strong>23.72%</strong></td>
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*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 25.00%.

### EXPENDITURES

<table>
<thead>
<tr>
<th>Expense Type</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$1,229,430</td>
<td>28.59%</td>
<td>$1,122,482</td>
<td>26.10%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$1,229,430</td>
<td>28.59%</td>
<td>$1,122,482</td>
<td>26.10%</td>
</tr>
</tbody>
</table>

All General Fund Offices/Categories  
$26,978,402  $6,160,690  22.84%  $7,596,877  28.65%
KENDALL COUNTY CORONER
February FY 2015 Monthly Report

<table>
<thead>
<tr>
<th>CASE</th>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
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<tbody>
<tr>
<td></td>
<td>Sunday, February 01, 2015</td>
<td>1502041</td>
<td>3:06 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
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<td></td>
<td>Sunday, February 01, 2015</td>
<td>1502042</td>
<td>6:48 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
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</tr>
<tr>
<td></td>
<td>Monday, February 02, 2015</td>
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<td>4:55 PM</td>
<td>Natural</td>
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<td>Y</td>
<td>Motel</td>
</tr>
<tr>
<td></td>
<td>Wednesday, February 04, 2015</td>
<td>1502044</td>
<td>3:50 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
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<tr>
<td></td>
<td>Friday, February 06, 2015</td>
<td>1502045</td>
<td>8:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, February 08, 2015</td>
<td>1502046</td>
<td>12:20 PM</td>
<td>Natural</td>
<td>N</td>
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<td></td>
<td>Friday, February 08, 2015</td>
<td>1502047</td>
<td>3:25 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Thursday, February 12, 2015</td>
<td>1502048</td>
<td>6:16 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
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</tr>
<tr>
<td></td>
<td>Tuesday, February 17, 2015</td>
<td>1502049</td>
<td>8:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, February 18, 2015</td>
<td>1502050</td>
<td>4:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, February 20, 2015</td>
<td>1502051</td>
<td>12:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
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</tr>
<tr>
<td></td>
<td>Saturday, February 21, 2015</td>
<td>1502052</td>
<td>1:38 PM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Motel</td>
</tr>
<tr>
<td></td>
<td>Saturday, February 21, 2015</td>
<td>1502053</td>
<td>1:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td></td>
<td>Sunday, February 22, 2015</td>
<td>1502054</td>
<td>1:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td></td>
<td>Friday, February 27, 2015</td>
<td>1502055</td>
<td>1:26 PM</td>
<td>Pending</td>
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<td>Y</td>
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</tr>
<tr>
<td></td>
<td>Saturday, February 28, 2015</td>
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<td>10:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours 69% 11:16

Autopsies
Two autopsies were performed in the month of February.

Inquests
There were no inquests held during the month of January.

Statistics:

<table>
<thead>
<tr>
<th>FY 2015 Statistics</th>
<th>Stats for Same Period in FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths...</td>
<td>56 Total Deaths......</td>
<td>65</td>
</tr>
<tr>
<td>Autopsies to Date.............</td>
<td>4 Autopsies...</td>
<td>3</td>
</tr>
<tr>
<td>Toxicology Samples....</td>
<td>5 Toxicology Samples..</td>
<td>5</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>33 Cremation Permits...</td>
<td>33</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:
No Report.
The following is an ESTIMATE of the 2015 EAV. Actual figures are not available at this time.

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 FINAL GROSS EAV</td>
<td>$2,758,296,190</td>
</tr>
<tr>
<td>2014 FARMLAND &amp; FARM BUILDING EAV</td>
<td>-$60,449,168</td>
</tr>
<tr>
<td><strong>$2,697,847,022</strong></td>
<td>X 1.0422</td>
</tr>
<tr>
<td>2014 NON-FARM EAV</td>
<td><strong>$2,811,696,166</strong></td>
</tr>
<tr>
<td>2015 EQUALIZATION FACTOR (+4.22%)</td>
<td></td>
</tr>
<tr>
<td>2015 EQUALIZED ADJUSTED GROSS EAV</td>
<td><strong>$2,880,209,626</strong></td>
</tr>
<tr>
<td>2014 FARM BUILDINGS AND FARMLAND WITH 2015 INCREASE (approx + 4.3%)</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED NEW CONSTRUCTION</td>
<td></td>
</tr>
<tr>
<td>ESTIMATED BOR REDUCTIONS</td>
<td></td>
</tr>
<tr>
<td><strong>$2,880,209,626</strong></td>
<td></td>
</tr>
</tbody>
</table>

$2,880,209,626/$2,758,296,190 = 1.0442 or a 4.42% INCREASE IN EAV FROM 2014 TO 2015.
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

Present: Lynn Cullick, Bob Davidson, Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko & County Administrator: Jeff Wilkins
In the audience: Frank Schmalz & son, Jim Friedrich and Bill Anagnostopoulos, County Board member Matt Prochaska and County Board Chairman John Shaw

Planner Zubko would like to reverse the two items under new business, she's like to talk about the Fox Township sign first. Jeff Wehrli made a motion to approve the agenda as amended, Judy Gilmour seconded the motion. All agreed and the motion was approved.

Lynn Cullick made a motion to approve the minutes from February 9, 2015. Judy Gilmour seconded the motion. All agreed and the minutes were approved.

Jeff Wehrli made a motion to approve the expenditure report in the amount of $15,626.56 and forward it onto the Finance Committee, Judy Gilmour seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

Discussion on Fox Township message sign verse regulations- Planner Zubko stated in your packet is some information and also handed out was the exhibit. The Fox Township would like to put an illuminated message sign at their property in Millbrook, the issue is the regulations state the message must be up for 5 minutes. The township would like it to be 5 seconds, they also are putting this up through a grant. This is considered a changeable copy sign and would meet all other regulations. Planner Zubko would like to know if they feel this could be considered a minor amendment to their special use and include it in there or if they feel it’s a major amendment? Or if the committee would like it to go through the variance process and also be a minor amendment to the special use so that public would be notified? That way it would only be one meeting. Mr. Frederich introduced himself and explained the grant. They would display only governmental messages and non-profits. It would be a sign that shows a message for awhile. Planner Zubko stated in the packet is also a letter of support from the Village of Millbrook. Mr. Gryder stated they had the same issue with the Oswego public library. Mr. Wehrli stated in this case we’d be representing the Village of Millbrook so has no issue with this request. Ms. Gilmour thinks it’s a good idea to share. Mr. Davidson would rather it be an amendment to their special use. Judy is also fine with it
being considered a minor amendment. Mr. Wehrli asked if we can include the Village of Millbrook in the condition. Jeff Wehrli made a motion for the sign to be a minor amendment to their special use with the understanding the Village of Millbrook has asked us to modify it. Lynn Cullick seconded the motion, with a roll call vote everyone voted yes except Mr. Davidson abstained. Planner Zubko will consider it a minor amendment with some language about non-profits.

23 Old Post Road—discussion on violation and how to proceed—Planner Zubko stated last month Frank Schmalz attended the PBZ meeting and discussed his open violation with his trailers. In your packet is some information and pictures from his lot. He was put in violation for having a trailer in his front yard setback. Mr. Schmalz stated at the last meeting that he has owned this property since 1995 and had as many as four trailers on this property. Currently he has 2 trailers and was unaware of registering his property back in 2006 until the violation notice. If he has to move the trailer back behind his house he may have draining problems and also wanted to note that the complainant does not live in the neighborhood. He’s willing to do whatever it takes as he uses this trailer everyday for work so parking it off site would not be helpful. Mr. Schmalz was unaware of this registering and would like to do it now if possible. Mr. Wehrli asked how many trailers are on the site. Mr. Schmalz stated just one trailer and he does use it for work, not for storage. Mr. Davidson verified that a variance can be applied for, Planner Zubko stated yes. Mr. Wilkins thinks the variance is the best route to take. Mr. Wehrli also agreed with the variance. He will apply for the variance.

PETITIONS-
#14-33 Bee Keeping
Planner Zubko stated this was continued from last month and also this started at the PBZ Committee back last August. We worked out some conditions and then it went through the meeting process. It has since been approved with some minor modifications during the 3 committee meetings. They added a condition about HOA’s. Planner Zubko also asked if the Committee would like to forward it to the COW next month or if they’d like it to go straight to the board if it can wait till next month as she will be out of town on the 17th.

Lynn Cullick made a motion, seconded by Jeff Wehrli to recommend approval of the text amendment and forward the petition onto COW. Mr. Wilkins explained where this text came from stated Mr. Sterrett started this text which has not changed except for condition i. It will be an annual permit in case there are issues. Mr. Wilkins went through the conditions. Bill Anagnostopoulos introduced himself and stated he lives in Hawthorne Woods and asked if they can have other bees besides honey bees. Mr. Wehrli stated we’re trying to target honey bees so people can raise honey bees. We won’t know about other bees unless there are hives. Mr. Anagnostopoulos got a copy of the text and showed it to the HOA, the covenants don’t deny bee keeping they created a rule that would not allow them. Mr. Davidson asked if there are any other bees that come back to a colony or hives. Mr. Anagnostopoulos stated there are other bees that live in the trees. Mr. Wehrli asked about the last act at the end of the text amendment. Mr. Wehrli asked about the act and Mr. Wilkins stated you can apply online. Ms. Gilmour wanted to clarify that his HOA denies bees, Mr. Anagnostopoulos stated they consider bees pets so their HOA rules do not allow more than four pets.

With a roll call vote, all were in favor and this will be forwarded to COW in March.

PUBLIC COMMENT- No public left to comment.

UPDATE ON HISTORIC PRESERVATION: Planner Zubko stated in the packet is the historic preservation Plan which actually ties the counties LRMP to the historic preservation commission. It’s divided into two sections; the first section investigates the goals outlined in the Kendall County Board’s LRMP as adopted and amended 3.9.15 PBZ Meeting Minutes
from time to time. The detailed review recognizes the alignment of the Preservation Commission’s activities with the historic, cultural, commercial and environmental goals identified as relevant by the County Board. The second section outlines the projects that have been completed, are in progress or under consideration for future focus by the Preservation Commission. The table in this section helps identify the priorities of the commission and loosely defines target completion years for each project. This document is used by the commission to keep them focused and assist in measuring progress for this volunteer group. Mr. Wehrli stated this is a long time and it’s good to see we’re starting to be able to show off some property.

UPDATE ON CMAP LAND USE COMMITTEE MEETING- Planner Zubko stated the land use committee did not meet in February and will be absent for the meeting this month.

PROJECT STATUS REPORT—Reviewed
PERMIT REPORT—Reviewed
REVENUE REPORT—Reviewed
CORRESPONDENCE — None
EXECUTIVE SESSION—None

ADJOURNMENT- Next meeting will be on April 13, 2015
Lynn Cullick made a motion to adjourn the meeting. Judy Gilmour seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:28 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
ORDINANCE # 2015-_____

AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
TO BEE KEEPING IN RESIDENTIAL DISTRICTS

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

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

WHEREAS, all administrative procedures for amendments have been followed including a public hearing held before the Kendall County Zoning Board of Appeals on December 8, 2014;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 8.02.B- “R-1 One-family estate residence district- Conditional Uses,” Section 8.07.C- “R-2 One-family residence district- Conditional Uses” & 8.08.C- “R-3 One-family residence district- Conditional Uses” of the Kendall County Zoning Ordinance as provided:

Conditional Use in the R-1, R-2 and R-3 Districts

Beekeeping with the following conditions:

a. Beekeeping and the honey produced from beekeeping shall be for personal use only

b. Annual permit required with fee of $50 the first year the permit is issued and $25 each year after

c. Minimum lot size of 1 acre (43,560 square feet) with a maximum of 2 colonies.

d. No colony shall be permitted within a front yard setback

e. All colonies must be setback at least 30’ from any rear or side yard lot line except when abutting a right of way of a street or railroad the colony must be a minimum of 5’ from the rear or side yard lot line (as long as there is no sidewalk or pathway).

f. All colonies within 100’ of an adjoining home shall require a flyway barrier with a 6’ minimum height

g. All colonies shall require a minimum 4’ fence surrounding the perimeter of the colonies or surrounding the perimeter of the entire property. Fencing must have a locking gate with caution signage on each gate.

h. Notification shall be sent by permit applicant to all adjacent property owners. Notification shall be sent via certified mail or certificate of mail and proof of mailing shall be submitted to the PBZ Department. Any property owner who receives
notification shall have 14 calendar days from the postmarked date to send written objection to the Planning, Building, and Zoning Department. If any such objection is received, no colony shall be located within 100’ of the adjoining home of objecting property owner.

i. During the application submittal there must be documentation from the Homeowners Association (HOA) stating they approve or deny the proposal. If there is no HOA that must be submitted in writing and signed by the applicant.

j. Prior to submitting a renewal application, an applicant is permitted to resend notification to a property that has previously objected. If the property owner does not object within 14 calendar days after receiving the resent notification, the applicant may locate a colony within 100’ of the residence of the previously objecting property but shall maintain a distance of at least 30’ from all property lines at all times unless abutting a right of way in which the colony can be placed with 5’ of the property line.

k. The Zoning Administrator has authority to approve all new and renewal permits. If the Zoning Administrators receives information that a renewal applicant has violated any of these requirements, caused injury to the public, impacted the safety and health of the public, or has had an adverse affect on surrounding properties as a result of keeping bees on the subject property, the Zoning Administrator may, at his or her discretion, deny the renewal application.

l. Any decision made by the Zoning Administrator may be appealed in writing to the Planning, Building, and Zoning Committee, with the appropriate administrative appeal fee.

m. A site plan indicating the location and distance to property lines and adjacent residences shall be submitted to the PBZ Department with the application.

n. Proof of Apiary Registration with the Illinois Department of Agriculture shall be submitted to the PBZ Department within 30 days of the application submittal.

o. All approved permits shall comply with the Bees and Apiaries Act of Illinois (510 ILCS 20)

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 17th day of March, 2015.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30 a.m. and led the Pledge of Allegiance.

Committee Members Present: John Purcell (arrived at 8:33 a.m.), Bob Davidson - yes, Scott Gryder - aye, Matthew Prochaska -- present, Judy Gilmour -- here. With all members present, a quorum was established.

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie, Jim Smiley, Ken Toftoy, Jeff Wilkins

Approval of the Agenda - Member Gryder made a motion to approve the agenda, second by Member Davidson. With all in agreement, the agenda passed.

Approval of Minutes - Member Gryder made a motion to approve the February 9, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report - No report

Coroner's Report - Coroner Toftoy reviewed the report with the committee, including autopsies, inquests, statistics and monthly calls.

EMA Report - Director Gillespie reported:

Debris Management Planning meeting on 02/04/2015
Yorkville Emergency Response meeting on 02/11/2015
Hosted the Illinois Emergency Management Region 3 meeting on 02/19/2015

KCEMA and Oswego PD are hosting NWS Basic Weather Spotters Course on 03/12/2015 at 6:30 p.m. at the Oswego Village Hall

The Dresden Drill is scheduled for 07/29/2015

Monitoring continued on weather conditions, including Winter Storm/Blizzard “Linus”

Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month.
Sheriff

**Corrections Division** – Undersheriff Martin provided the following statistics for the month of February: 180 new intake bookings on a total of 239 charges. The division released 215 inmates on 276 charges. 116 inmates were held over from the previous month.

The Food Service Management Section prepared 8,993 meals, with an average of 321 meals served per day at a cost of $.93 per meal.

The Division conducted 17 visitation days with 212 inmates seeing visitors.

The Correction Division logged 2743 miles during the month of February and transported 132 inmates. The medical staff saw a total of 317 inmates.

There were 22 video bond call days with 48 inmates. The Corrections Division housed 58 inmates for other jurisdictions within the month and billed $61,920 for 1032 days of confinement. The average daily population was 117.

Undersheriff Martin updated the committee on the application for housing federal inmates for the U.S. Marshalls.

**Records Division** – Chief Deputy Koster stated that reports were attached and provided statistics for the month of February as 143 papers served, 19 evictions scheduled, 11 cancelled and 8 completed, 69 Sheriff’s Sales, and 125 FOIA requests filled. There were 12 warrants issued for the month of February with 2 quashed, and 8 served. The total fees received by the Records Division were $33,849.12 for the month of February 2015.

Human Resources reported there were 0 terminations, 0 resignations, 0 new hires, 1 Squad Damaged (cracked windshield) and 1 Workers Comp (medical only, exposure to cold) for the month of February.

**Operations Division** – Chief Deputy Koster stated that the reports were attached, of which the following statistics were included for the month of February: The Sheriff’s Office had 626 calls for service, 852 officer initiated activities, 208 police reports, 7 felonies, 54 misdemeanors, and 41 warrants for a total of 102 arrests. There were 679 traffic contacts, 253 traffic citations, 6 DUI arrests, 0 Zero Tolerance, 56 property damage accidents, 4 personal injury accidents, and 0 fatal accidents for a total of 60 accidents.

The Operations Division drove 60,130 miles in the month of February. The Auxiliary deputies logged 42.75 hours for the month. The total number of cases assigned for Investigations/COPS Activities were 22 and there are currently 68 open cases.

Court Security had 12,582 entries, 5,453 articles x-rayed, 32 bond calls, 23 arrests, and 73 articles of contraband seized.
Old Business

➢ Discussion on Security System for Courthouse and Public Safety Center – Sheriff Baird provided an update on the survey, and the plan to move forward with the RFP for the design engineer.

New Business

➢ Law Enforcement Service Agreements with Private Parties – Sheriff Baird reviewed the proposed contract for services to private parties, as well as the resolution granting the Kendall County Sheriff Authority to enter into the Police Services Agreements with Private entities and on behalf of Kendall County.

Sheriff Baird said there will be a separate agreement between Kendall County and local businesses requesting services provided by the Sheriff’s Office.

Member Davidson made a motion to forward to the County Board for approval of Approval of the Resolution Granting the Kendall County Sheriff Authority to Enter into Police Services Agreements with Private Entities and on Behalf of Kendall County, Illinois, second by Member Gilmour. With all in agreement, the motion carried.

➢ Noise Ordinance – Discussion on the County ordinance and the current United City of Yorkville ordinance. Sheriff Baird will have his Records Division research the number of noise ordinance complaints reported since the current ordinance was approved by the County Board, and report at the April committee meeting.

Executive Session – None needed

Action Items for County Board

- Approval of the Resolution Granting the Kendall County Sheriff Authority to Enter into Police Services Agreements with Private Entities on Behalf of Kendall County, Illinois

Public Comment – Mr. Bob Welsh commented on the noise problems often caused by motorcycle traffic in the early morning hours in his neighborhood in Plattville.

Adjournment – Member Gryder made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting at 9:28 a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2015-__

RESOLUTION GRANTING THE KENDALL COUNTY SHERIFF AUTHORITY TO ENTER INTO POLICE SERVICES AGREEMENTS WITH PRIVATE ENTITIES AND ON BEHALF OF KENDALL COUNTY, ILLINOIS

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Kendall County wishes to provide individuals, associations, and corporations within Kendall County, Illinois, with well-trained and equipped Kendall County Sheriff's deputies), as defined by 55 ILCS 5/3-6001 et seq., to provide law enforcement services to ensure the safety and welfare of the public at private property locations, at the request of the individuals, associations or corporations who own the private property, and in exchange for fair, financial compensation; and

WHEREAS, the Kendall County Board has received, reviewed, and now approves of the Kendall County Sheriff's Office Law Enforcement Services Agreement, attached as exhibit A, which will serve as the standard agreement for law enforcement services provided to private entities by the Kendall County Sheriff's Office; and

WHEREAS, the Kendall County Board has the authority to delegate certain power and duties to county officers, and 55 ILCS 5/5-1087 provides the Kendall County Board with the authority to "impose additional duties, powers and functions upon county officers"; and

WHEREAS, the Kendall County Board recognizes that the nature of law enforcement services agreements is such that an agreement may need to be executed within a short period of time, which does not allow adequate time for the Kendall County Board to review and approve it; and

WHEREAS, the Kendall County Board recognizes the Kendall County Sheriff, as the elected official responsible for the operation of the Kendall County Sheriff's Office, is the county officer best situated to determine if and when it is appropriate for the Kendall County Sheriff's Office to enter into a law enforcement services agreement with a private entity, and, if such an agreement shall be executed, the scope of services to be performed by Kendall County Sheriff's Office staff.
NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby grants the Kendall County Sheriff the authority to enter into law enforcement services agreements with private entities, without further action by the Kendall County Board, and the authority to bind the County, provided the agreement executed by the Kendall County Sheriff substantially complies with the Kendall County Sheriff’s Office Law Enforcement Services Agreement, attached as exhibit A and the term of any such agreement does not exceed one (1) calendar year.

All revenues received under such law enforcement agreements are paid directly to the Kendall County Treasurer and shall be placed in Kendall County’s General Fund.

The authority herein granted to the Kendall County Sheriff will terminate two years after the date of adoption ("Termination Date"), unless this Resolution, and the authority granted herein is extended for an additional two years, by a majority vote of the County Board. The County Board may revoke this authority granted to the Kendall County Sheriff at any time, with a majority vote of the County Board.

Approved and adopted by the County Board of Kendall County, Illinois, this ___ day of ____________, 2015.

Board Chairman Signature: John A. Shaw, Chairman
Attest: Debbie Gillette
County Board County Clerk
LAW ENFORCEMENT SERVICES AGREEMENT

THIS LAW ENFORCEMENT SERVICES AGREEMENT ("Agreement") is executed this ___ day of ___________, 20__ ("Effective Date") by and between Kendall County, Illinois and the Kendall County Sheriff’s Office (collectively referred to as "Kendall County") and _________________ ("Client"), with its principal place of business located at _______________________. Kendall County and Client desire to establish mutually satisfactory terms and conditions under which the Kendall County Sheriff’s Office will provide certain law enforcement services ("Services") to Client.

REQUITALS:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government "may contract or otherwise associate with individuals, associations, and corporations in any manner not prohibited by law or by ordinance"; and

WHEREAS, Client is an individual, association, or corporation desiring to obtain the Services of well-trained and equipped Sheriff’s deputies ("Deputies"), as defined by 55 ILCS 5/3-6001 et seq., for the time period specified in this Agreement, to ensure the safety and welfare of the public within the boundaries of the private property identified in the Project Statement ("Service Location"), in Kendall County, Illinois; and

WHEREAS, Kendall County wishes to provide Client with well-trained and equipped Deputies to ensure the safety and welfare of the public within the Service Location, pursuant to the terms of this Agreement; and

WHEREAS, the Kendall County Board has, by Resolution Number _______ approved on the ___ day of ____________, 2015, granted authority to the Kendall County Sheriff or his designee to enter into and modify law enforcement services agreements, on behalf of Kendall County and with private entities, as long as the agreements remain substantially compliant with the agreement approved by said Resolution.

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

1
I. **RECITALS:** The above recitals are incorporated as if fully restated herein.

II. **SERVICES:**

A. **Project Statement:** The parties agree that Kendall County shall provide the Services described in Exhibit A attached hereto ("Project Statement"), in accordance with the terms and conditions set forth herein. The Project Statement shall: (i) describe the Service(s) to be performed by the Kendall County Sheriff's Office ("KCSO"); (ii) include the start and completion dates of Services; (iii) describe the resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO; (iv) describe the price, payment, and invoicing schedules; and (v) specify such other terms and conditions as are to be applicable to the performance of the Services to the extent such terms are in addition to the terms of this Agreement. The terms and conditions set forth in Project Statement are hereby incorporated by reference as if fully stated herein. In the event of a conflict between the Project Statement and this Agreement, this Agreement shall govern.

B. **Traffic Enforcement:** Certain agreements for enforcement of traffic laws on private property must comply with 625 ILCS 5/11-209 or 625 ILCS 5/11-209.1. Client affirms it has reviewed these provisions and it has and will take any and all necessary action to ensure compliance with these provisions. Client understands that, in addition to other requirements, it may be required to (1) request and obtain an enabling ordinance from Kendall County under 55 ILCS 5/11-209.1, before entering into this Agreement, or (2) record this Agreement with the Kendall County Recorder's Office, as required under 55 ILCS 5/11-209, before the Agreement is effective.

C. **Equipment:** All standard police equipment used by Deputies will be purchased, provided, and maintained by Kendall County and shall remain at all times, sole property of Kendall County. This equipment includes, but is not limited to, uniforms, body armor, traffic radar guns, police vehicles, service weapons, and radio equipment.

D. **Assignment of Deputies:** If practicable, five calendar days prior to the start of Services, Kendall County will provide Client with a list of
Deputies assigned to Client, and the shifts for which they are assigned. If the term of services provided is for more than one month, Kendall County will notify Client of the Deputies assigned to Client for the subsequent month, and the shifts for which they are assigned, by the 25th of each month, if practicable. There will be no more than one Deputy assigned to the Client at any given time, unless other arrangements are agreed to in the Project Statement. KCSO reserves the right to modify or revise the list of Deputies at anytime with or without notice to Client.

E. Consent: By entering into this Agreement, Client voluntarily gives Deputies legal consent to be present in all privately-owned areas identified in the Project Statement and authority to investigate, search, seize, and enforce any reasonably-suspected criminal activity or violation of any federal, State or local, law, ordinance, or regulation, perceived within the Service Location. Client agrees to fully cooperate in any such investigations, searches, seizures, and enforcement by Deputies.

III. COMPENSATION:

A. Time & Material: Client shall compensate Kendall County on a time and materials basis at the rates set forth in the Project Statement. Client shall make payment within twenty (20) calendar days of receiving an invoice from Kendall County. All payments for Services rendered shall be made directly to the Kendall County Treasurer. Any amount unpaid after 20 calendar days will incur a penalty of 1% for each 30 calendar day period, or a fraction thereof, until the amount is paid in full.

B. Expenses: Client shall reimburse Kendall County for the following expenses reasonably incurred in conjunction with the Services and supported by the relevant documentation: (a) reasonable travel expenses, including mileage calculated at the IRS rate in place at the time of invoicing; (b) lodging expenses; and (c) reasonable communications, administrative, and out-of-pocket expenses approved in advance, and in writing by Client, such approval shall not be unreasonably withheld by Client.
C. Insurance and Deductibles: Kendall County will be responsible for all liability and worker's compensation insurance for the Deputies, through Kendall County's existing insurance programs. Client, however, will purchase and maintain, at all times this Agreement is in effect, an insurance policy to cover Kendall County's deductibles under its automobile insurance, general liability insurance, and worker's compensation insurance. Client will be responsible for paying all Kendall County insurance deductibles for damages, injuries, or claims incurred as a result of this Agreement. Client will maintain all necessary and appropriate insurance policies to cover its property and employees, including by not limited to property insurance, automobile insurance, general liability insurances, and worker's compensation insurance.

IV. SERVICES WARRANTY, DISCLAIMER, LIMITATION OF LIABILITY, AND INDEMNITY:

A. Services Warranty: Kendall County will perform Services in accordance with the industry standards generally applicable to the performance of such Services.

B. General Disclaimer of Warranties: The Warranties set forth in this section are, to the maximum extent permitted by applicable law, exclusive, and in lieu of all other warranties and conditions, express, implied, statutory or otherwise in any federal, state, or local jurisdiction with respect to the Services provided under this Agreement. Further, Client acknowledges that the implied warranties and conditions of merchantile, fitness for a particular purpose, title, and quality of service are expressly DISCLAIMED.

C. Limitation of Liability: To the fullest extent permitted by applicable law, the total aggregate liability of Kendall County, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, breach of warranties, failure of essential purpose, or any other theory of liability under this Agreement, shall be limited to the fees actually paid by Client to Kendall County for the specific Services giving rise to the liability.
D. **Disclaimer:** In no event will Kendall County be liable for any claim based upon a third-party claim or for any consequential, incidental, indirect, punitive or special damages of any nature whatsoever (including without limitation loss of profits, data, business or goodwill), or costs or attorney's fees, regardless of whether such liability is based on breach of contract, tort (including negligence), strict liability, or any other theory of liability, and even if advised of the likelihood of such damages. Notwithstanding this section, Kendall County does not exclude or limit liability to the extent such liability cannot be excluded or limited under applicable law.

E. **Indemnification:** Client shall defend, with counsel of Kendall County's own choosing, indemnify, and hold harmless Kendall County, including past, present, and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present, and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay arising from Client's negligent or intentional conduct. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing Kendall County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. Kendall County's participation in its defense shall not remove Client's duty to indemnify, defend, and hold Kendall County harmless, as set forth above. Nothing in this Agreement shall constitute a waiver of any privileges, defenses, or immunities Kendall County may have under the Local Government and Governmental Employees Tort Immunity Act, 745 ILCS 10/1 et seq.

V. **CHANGES, DELAYS, AND COOPERATION:**

A. **Change Order/Modifications:** In the event that Client wishes to make changes to the Project Statement, it shall notify Kendall County in writing of such proposed change ("Change Order"). Kendall County shall accept or reject such Change Order within ten (10) business days of receipt of the Change Order. Failure to respond during the approval period shall not result in any liability of Kendall County to Client, and
shall be deemed to be a rejection of the Change Order. In the event that Kendall County approves a Change Order, and performance of the Change Order results in a change to or delay in performance of the Services, then the period of performance under the Project Statement shall be extended accordingly and the price for such Services correspondingly adjusted to the mutual satisfaction of the parties. All other modification of this Agreement must be in writing and signed by both parties.

B. Force Majeure: Kendall County shall be excused from performance and will not be responsible to the Client for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a "force majeure event"). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, police emergencies, fire, explosions or other casualties, vandalism, strikes or labor disputes, riots or war, epidemics, communication line failures, power failures, earthquakes, floods or other natural disasters. Kendall County shall promptly notify Client in writing, describing the nature and estimated duration of Kendall County's inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by Kendall County with all reasonable dispatch.

VI. TERM AND TERMINATION:

A. Term of Agreement: This Agreement shall be effective as of the Effective Date and shall remain in effect thereafter until the earlier of (i) the project completion date as set forth in the Project Statement, not to exceed one year; or (ii) the termination of this Agreement in accordance with section VI(B).

B. Termination: Either party may terminate this Agreement upon five (5) business days prior written notice to the other party. Client shall be responsible for payment of all services rendered and expenses incurred by Kendall County prior to the last day of this Agreement.
C. **Effect of Termination:** The terms of Sections III, IV, V, VI and VII shall survive the termination or expiration of this Agreement.

**VII. GENERAL**

A. **Governing Law and Venue:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to its conflict of laws and provisions. Any legal action or proceeding relating to this Agreement shall be instituted in the Twenty-Third Judicial Circuit Court, in Kendall County, Illinois, or in a federal court in the Northern District of Illinois.

B. **Notices:** All notices required under this Agreement shall be in writing and shall be deemed to have been given upon (i) the date sent by confirmed facsimile; (ii) the date it was delivered by courier; or (iii) the date received, if sent by registered or certified mail, return receipt requested, postage prepaid. Notice must be sent to the names and addresses set forth below or to such other address or individual as the parties may specify from time to time by written notice to the other party. As of the date of execution, notices shall be delivered to the parties at the following addresses:

**Client:**

Dwight Baird, Sheriff
Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, IL 60560

Fax: ________________

**Kendall County:**

Kendall County State's Attorney
807 John Street
Yorkville, IL 60560

Fax: 630-553-4204

**Copy to:**

**C. Assignment:** Neither this Agreement nor any rights granted hereunder may be sold, leased, assigned, or otherwise transferred, in whole or in part, by either party, except by operation of law, and any such attempted assignment shall be void and of no effect. The terms
and conditions of this Agreement shall inure to the benefit of and be
binding upon the respective successors and assigns of the parties
hereeto. Nothing in this Agreement, express or implied, is intended to
confer upon any party, other than the identified parties and their
respective successors and assigns, any rights, remedies, obligations, or
liabilities under or by reason of such agreements.

D. **Non-Discrimination**: Client agrees to comply with all applicable
provisions of the Illinois Human Rights Act, Title VII of the Civil
Rights Act of 1964, as amended, the Americans with Disabilities Act,
the Age Discrimination in Employment Act, Section 504 of the Federal
Rehabilitation Act, and all applicable rules and regulations.

E. **Relationship of the Parties**: Nothing contained in this Agreement, nor
any act of Kendall County or Client pursuant to this Agreement, shall
be deemed or construed by any of the parties hereto or by third
persons, to create any joint employer relationship and/or any
relationship of third-party beneficiary, principal, agent, limited or
general partnership, joint venture, or any association or relationship
involving Kendall County and Client. Deputies are not employees of,
partners of, agents of, or in a joint venture with Client. All Deputies
remain under the supervision of the Kendall County Sheriff while
providing Services under this Agreement. Should Client have a
complaint regarding the conduct of a Deputy assigned to Client under
this Agreement, Client shall promptly notify the Kendall County
Sheriff or his designee.

F. **Conflict of Interest**: Both parties affirm no Kendall County officer or
elected official has a direct or indirect pecuniary interest in Client or
this Agreement, or, if any Kendall County officer or elected official does
have a direct or indirect pecuniary interest in Client or this
Agreement, that interest, and the procedure followed to effectuate this
Agreement has and will comply with 50 ILCS 105/3.

G. **Entire Agreement**: This Agreement, together with its Exhibit(s)
attached hereto, the terms and conditions of which are hereby
incorporated by reference, constitutes the entire business agreement
between the parties hereto and supersedes any and all prior
agreements, arrangements and/or understandings between the parties relating to the subject matter hereof.

H. **No Waiver:** The failure of Kendall County, at any time, to require performance by the other of any provision hereof shall in no way constitute a waiver thereof unless waived in writing. Nor shall the waiver of any breach of any provision hereof be held to be a waiver of any subsequent breach of such provision or any other provision.

I. **Severability:** In the event any provision of this Agreement is held to be invalid or unenforceable, the remaining provisions of this Agreement will remain in full force.

J. **Counterparts and Exchanges by Fax:** This Agreement may be executed simultaneously in two (2) or more counterparts, each of which will be considered an original, but all of which together will constitute one and the same instrument. The exchange of a fully executed Agreement (in counterparts or otherwise) by fax shall be sufficient to bind the parties to the terms and conditions of this Agreement.

K. **Taxes, Benefits, and Licenses:** Each party shall be solely responsible for the following with respect to its personnel: (a) paying all federal, state, and local taxes and all appropriate deductions or withholdings; (b) paying or providing any unemployment insurance benefits, state disability benefits, vacation, overtime or holiday pay, health, medical, dental or group insurance or any pension or profit sharing; (c) obtaining any applicable business or other commercial licenses; and (d) hiring, firing, supervising and paying compensation or other benefits to any agent, independent contractor, employee or assistant engaged by the party to perform any aspect of the Services.

L. **Third Party Beneficiaries:** This Agreement shall be binding upon and inure solely to the benefit of the parties hereto and their permitted successors and assigns, and nothing in this Agreement shall confer upon any other person or entity any legal or equitable right, benefit or remedy of any nature whatsoever under or by reason of this Agreement.
M. Compliance With Laws: Each party shall comply (and assist the other party in complying) with all applicable federal, state, and local laws, ordinances, and regulations.

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

O. Contingency: This Agreement is contingent upon approval of an agreement between Kendall County, and all applicable unions, which represent KCSO employees, regarding the law enforcement services set forth in this Agreement. If no agreement is agreed to and signed by all applicable unions, Kendall County will promptly send notice to Client, and this Agreement will terminate immediately upon receipt of that notice.

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

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

By: ____________________________
    Kendall County Sheriff

Signature: ____________________________

Name: ____________________________

Title: ____________________________

Date: ____________________________
# PROJECT STATEMENT

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## CLIENT INFORMATION:

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<tr>
<td>Address:</td>
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<tr>
<td>Telephone Number:</td>
<td>____________________________</td>
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<tr>
<td>Type of Business:</td>
<td>____________________________</td>
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<td>Tax I.D. or SS #:</td>
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### Service Location

Instructions: Please be specific in identifying the location and boundaries of the private property subject to this Agreement.

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### On-Site Contacts

1. Name: ____________________________  Title: ____________________________
   Telephone Number: ____________________________

2. Name: ____________________________  Title: ____________________________
   Telephone Number: ____________________________

<table>
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<th>Dates of Service</th>
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Resources, Facilities, and Equipment

Instructions: Please identify all resources, specific facilities, work areas, and equipment which shall be made accessible to the KCSO.

Scope of Services

☐ General Services: patrol private roadways and parking lots, respond to emergencies, investigate crimes, ticket traffic violations, enforce all federal and State law intended to be enforced by police officers, and enforce all local ordinances intended to be enforced by police officers.

☐ Additional Services/Terms/Conditions: ________________________________

____________________________________________________________________

____________________________________________________________________

____________________________________________________________________

Approval: ___________________________

Kendall County Sheriff

*All additional services, terms, or conditions must be approved by the Kendall County Sheriff or his designee and evidenced by his signature above.

Hourly Rate & Invoicing Schedule

Rate: ______ per hour, per Deputy  Number of Deputies: ________

Invoicing: Kendall County will submit an invoice to Client on a monthly basis, for the Services performed in the preceding month. Client must remit payment within 20 days of receiving the invoice.

Approved: ___________________________

Kendall County Sheriff

Expiration Date: ___________________________
CALL TO ORDER
The meeting was called to order by Chair Lynn Cullick at 9:01 a.m.

ROLL CALL
Committee Members Present: Judy Gilmour - here, Dan Koukol - here, Lynn Cullick - here, John Purcell (arrived at 9:09 a.m.)

Committee Members Absent: Elizabeth Flowers

Others present: Glenn Campos, Jim Pajauskas, Becki Rudolph, Jeff Wilkins

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda with the amendment of moving the Integrity and Safety Testing Pilot Program item before monthly reports, second by Member Koukol. With all in agreement, the amended motion passed.

APPROVAL OF MINUTES: Member Koukol made a motion to approve the February 24, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion passed.

NEW BUSINESS

- Integrity and Safety Testing Pilot Program - Mark Bell, from Illinois Risk County Management Trust explained the Integrity Pilot program from Merchants Information Solutions, and the reasoning behind its pilot testing by ICRMT.

Mr. Bell said ICRMT wants to complement the existing safety and risk management programs they currently have in place, and that this is just another tool to help reduce risk, mitigate costs, improve productivity attendance, and reduce turnover of staff. Mr. Bell said the testing will screen out high risk applicants that otherwise aren’t detected by other means, by identifying those that are hostile, violent, dishonest, and aggressive. The testing would be done prior to any other step in the application/hiring process. Discussion on the feasibility of participating in the program if the county imposes a hiring freeze based on potential state budget cuts. The committee asked Mr. Bell to research whether the negative test results could be used by law enforcement for prosecution against an applicant, and report findings to Jeff Wilkins before the committee moves forward.

MONTHLY REPORTS

CBIZ UPDATE – Jim Pajauskas updated the committee on new reporting requirements using the 1094 form, (an employer form provided to the government about insurance plans offered,
all employees, the number of hours worked, employee contributions to health insurance, and most likely salaries), and the 1095 form, similar to a W-2, but will contain different employee information, and indicate the month by month cost to the employee for the health insurance. A copy of the 1095 form must be provided to the employee annually.

Mr. Pajauskas stated that employers should begin information tracking this year since reporting will be mandatory in January 2016. Pajauskas said that CBIZ has negotiated a contract with a company that has software available to track and report this information for employers. The set-up fee as $1500 and the annual usage fee is $1045. This system is also able to track variable employee hours.

Because these forms and new reporting requirements will have the most affect on the Payroll Office, the committee recommended that Mr. Pajauskas meet with Kendall County Treasurer Jill Ferko to discuss the requirements for tracking, reporting, the two forms, and the available software. Mr. Pajauskas will meet with Ms. Ferko today, and attend the March 17, 2015 County Board meeting to participate in further discussion.

COUNTY ADMINISTRATOR – Jeff Wilkins provided the matrix regarding non-standing committee assignments, and statutes and ordinances for per diems. Chair Cullick will consult UCCI for their legal opinion on the per diem issue regarding the Board committees and any statutes and ordinances regarding these committees, boards or commissions.

Mr. Wilkins also reviewed the monthly reports with the committee. Member Purcell requested that the data be reflected accurately on all Human Resources reports.

DEPARTMENT HEADS AND ELECTED OFFICIALS

- **Assessment:** Andy Nicoletti reported that with the passing of Board of Review Chair Jessie Hafenrichter, there is need to replace that position. Mr. Nicoletti said the requirements to serve on the Board of Review including an appraisal or assessment background, resident in Kendall County, and pass the required test. Kane County is offering the test on April 20, 2015 at the Government Building A.

- **Technology:** *Approval of Help Desk/Computer Support Specialist Job Description* – Jeff Wilkins reviewed the proposed job description with the committee, and said that it has recently been updated. Mr. Wilkins said the job description is coming to the committee for approval under the advice of the State’s Attorney’s office following the Human Resources audit. Mr. Laken will update the job description for the county board meeting packet.

There was discussion about clarifying the network devices responsibilities to the job description. There was also discussion on possible hiring freeze county-wide, resulting from potential state budget cuts. The Finance Committee will discuss this item at the March 12, 2015 meeting.

Member Koukol made a motion to forward the Approval of Help Desk/Computer Support Specialist Job Description to the County Board for approval, second by Member Gilmour. **With all in agreement, the motion carried.**
OLD BUSINESS

- Approve Title VI Policy revisions – Jeff Wilkins updated the committee on the revisions recommended by the Regional Transportation Authority. Member Koukol made a motion to forward the Approval of the Title VI Policy revisions to the county board for approval, second by Member Purcell. With all in agreement, the motion carried.

ACTION ITEMS FOR COUNTY BOARD

- Approval of Technology Help Desk/Computer Support Specialist Job Description
- Approval of Title VI Policy Revisions
- Approval of CBIZ Acca-Check Software Program

EXECUTIVE SESSION – None needed

PUBLIC COMMENT – None

ADJOURNMENT – Member Gilmour moved to adjourn the meeting at 10:40 a.m., Member Cullick seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Kendall County Job Description

TITLE: Helpdesk / Computer Support Specialist
DEPARTMENT: Technology Services
SUPERVISED BY: Director of Technology
FLSA STATUS: Exempt

I. Position Summary and Primary Purpose:
The Helpdesk/Computer Support Specialist supports and maintains in-house computer systems. The systems include all software, workstations, laptops, some networking equipment, and peripherals on the network. The tasks include but are not limited to installing, diagnosing, repairing, maintaining and upgrading all hardware, software, and equipment while ensuring optimal workstation performance and end user support.

II. Essential Duties and Responsibilities:
A. Key responsibilities for the position include maintaining, analyzing, troubleshooting, updating, monitoring and repairing computer systems, hardware, software and computer peripherals including printers and multifunction (copy/print/scan/fax) devices.
B. Researches, evaluates, tests, and makes recommendations on all current and future software needs of the organization.
C. Recommends and assists in developing long-term strategies and capacity planning for future computer hardware needs.
D. Installs, configures, repairs updates, and performs network wide system upgrades of workstations.
E. Provide end user technical support for all Network based workstations and applications. This position is first-level helpdesk support from logging the request/issue through post completion follow-up.
F. Provides documentation / project tracking and reporting to management.
G. Provides training and how to documentation for end user support.
H. Performs but is not limited to networking maintenance functions such as user account creation, NTFS assignment of rights and permissions, and exchange mailbox account creation.
I. Should be familiar with Active Directory, DHCP, DNS, SCCM, Microsoft Exchange, Helpdesk software, Image deployment systems and knowledge of LAN environments.
J. Performs other duties as needed to support the activities of the Technology Services department.

III. Skills, Knowledge and Abilities:
A. Strong organization skills, ability to prioritize and schedule work duties, and be able to communicate effectively both orally and in writing with staff and the general public.
B. Thorough knowledge of standard concepts, practices and procedures using Windows operating systems and software products in a network environment
C. Ability to participate in and facilitate group meetings.
D. Keeps current with new security and network monitoring technologies, applicable laws and regulations. Maintains compliance with software licensing.
E. Ability to perform a variety of tasks and work independently.
Kendall County Job Description

IV. Work Standards and Best Practice Guidelines:
A. Adheres to all work and safety policies and governing policies and procedures.
B. Ability to build teamwork and work as part of a team.
C. Commitment to quality results and customer focused.
D. Dependability, integrity and willingness to learn.
E. High degree of professionalism and demeanor.
F. Proven time management skills.

V. Education and Experience:
A. Associate's Degree and 2-3 years experience in the Networking field/PC field.
B. Microsoft experience within Windows Server and Windows operating and/or networking systems.
C. Valid Driver's License required.

VI. Physical Demands:
While performing the duties of this job, the employee is frequently required to sit for long periods of time. The employee must occasionally lift and/or move more than 20 pounds. Stand; walk; use hands to finger, handle, or feel; reach with hands and arms; climb or balance; stoop; kneel; crouch; or crawl; talk, hear and close and distance vision. Ability to travel independently to other County office locations.

VII. Primary and Secondary Work Station:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to inside environmental conditions. The noise level in the work environment is quiet to moderate.

OTHER POSITION INFORMATION:

Date job description last revised: _______________ Revised by: _______________

Year position created (if known): _______________ Union Unit: _______________ [If applicable please indicate #]

Human Resources / Administrative Department Approval: _______________ (Signature)

Person assigned to position and receiving job description: _______________

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor

Date

cc: personnel file, employee
Kendall County
Title VI
Statement of Policy

Kendall County is committed to a policy of non-discrimination pursuant to Title VI of the Civil Rights Act of 1964 (42 U.S.C. §2000d). Kendall County recognizes its responsibilities to the communities in which it operates. It is Kendall County’s policy to utilize its best efforts to assure that “no person shall, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under its delivery of transit service and any other program or activity for which Kendall County receives Federal financial assistance.”

Toward this end, it is Kendall County’s objective to:

A. Ensure that the level and quality of transit service delivery is provided without regard to race, color, or national origin;
B. Identify and address, as appropriate, disproportionately high and adverse human health and environmental effects, including social and economic effects of transit service programs and activities on minority populations and low-income populations;
C. Promote the full and fair participation of all affected populations in transit service provision decision making;
D. Prevent the denial, reduction, or delay in benefits related to transit service programs and activities that benefit minority populations or low-income populations;
E. Ensure meaningful access to transit service programs and activities by persons with limited English proficiency.

The responsibility for carrying out Kendall County’s commitment to this Title VI program has been delegated to the Kendall County Administrator by the Kendall County Board. As the Title VI Coordinator, the County Administrator is responsible for the day-to-day operations of this Program and will receive and investigate Title VI complaints which come through the complaint procedure. However, all managers, supervisors, and employees share in the responsibility for making Kendall County’s Title VI Program a success. The Title VI Coordinator shall be responsible for maintaining all records relating to this Policy including, but not limited to, this Title VI Policy, copies of all Title VI complaints or lawsuits and related documentation, all records of correspondence to and from complainants, and Title VI investigations.

Additional information concerning Kendall County’s Title VI obligations and the complaint procedure can be obtained by contacting the County Administrator at (630) 553-4171 or via United States mail at Kendall County Administrator, 111 W. Fox Street, Yorkville, Illinois 60560.

**TITLE VI INFORMATION DISSEMINATION & COMMUNITY OUTREACH**

Title VI information posters shall be prominently and publicly displayed in the Kendall County Office of Administrative Services at 111 W. Fox Street, Yorkville, Illinois 60560. Information
relating to Kendall County’s nondiscrimination obligation can also be obtained from Kendall County’s website at [www.co.kendall.il.us](http://www.co.kendall.il.us).

During employee orientation and subsequent employee trainings, information relative to the provisions of Title VI and the County’s expectations to perform their duties accordingly will be reviewed and discussed.

Community outreach is a requirement of Title VI recipients and sub-recipients shall seek out and consider the viewpoints of minority and low-income populations in the course of conducting public outreach. Recipients have wide latitude to determine what specific measures are most appropriate and should make this determination based on the composition of the affected populations, the public involvement process, and the resources of the recipient. The County has not appointed an unelected transportation planning board or committees. As stated above, the Title VI Policy will be located on Kendall County’s website and will be available for review at the Kendall County Office of Administrative Services. Also, all County Board meetings are open to the public and follow the Illinois Open Meetings Act.

**SUBCONTRACTS AND VENDORS**

All subcontractors and vendors who receive payments from Kendall County where funding originates from any federal assistance are subject to the provisions of Title VI of the Civil Rights Act of 1964 as amended. Written contracts with such subcontractors and vendors shall contain non-discrimination language, either directly or through the bid specification package which becomes an associated component of the contract.

**LIMITED ENGLISH PROFICIENCY POLICY STATEMENT AND AVAILABLE RESOURCES**

Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d, et seq., provides that no person shall be subjected to discrimination on the basis of race, color, or national origin under any program or activity that receives Federal financial assistance. Title VI and its implementing regulations require that certain federal grant recipients take responsible steps to ensure meaningful access to the benefits, services, information, and other important portions of their programs and activities for individuals who are Limited English Proficient (LEP). To that end, Kendall County provides translation and interpretation services free of charge upon request by calling (630) 553-4171 or by contacting the Title VI Coordinator at 111 W. Fox Street, Yorkville, Illinois 60560.

**TITLE VI COMPLAINT PROCEDURES**

If you believe that you have been excluded from participation in, denied the benefits of, or subjected to discrimination based on race, color or national origin under Kendall County’s programs or related benefits, you may file a complaint in writing with the Kendall County Title VI Coordinator, County Administrator, 111 West Fox Street, Room 316, Yorkville, IL 60560 or by telephone (630) 553-4171. The Title VI Complaint Form is attached as Exhibit 1. An original,
signed copy of the complaint should be provided to the Title VI Coordinator as soon as possible, but in no event no later than 180 days after the alleged date of discrimination.

All complaints will be investigated promptly. Reasonable measures will be undertaken to preserve any information that is confidential. The Title VI Coordinator will review every complaint, and when necessary, assign a neutral party to investigate. At a minimum the investigating officer will:

- Identify and review all relevant documents, practices and procedures;
- Identify and interview persons with knowledge of the Title VI violation, i.e., the person making the complaint; witnesses or anyone identified by the Complainant; anyone who may have been subject to similar activity, or anyone with relevant information.

Kendall County shall provide appropriate assistance to complainants, including those persons with disabilities, or who are limited in their ability to communicate in English. Upon completion of the investigation, the Title VI Coordinator will complete a final report for the Kendall County Board. If a Title VI violation is found to exist, remedial steps as appropriate and necessary will be taken immediately. The Complainant will also receive a final report together with any remedial steps. The investigation process and final report should take no longer than twenty-five (25) business days after receipt of the Title VI complaint. If no violation is found and the complainant wishes to appeal the decision, he or she may appeal in writing directly to the Kendall County Board, 111 West Fox Street, Room 316, Yorkville, IL 60560.

Complaints may also be filed with the Federal Transit Administration’s Office of Civil Rights, no later than 180 days after the date of the alleged discrimination, 200 West Adams Street, Suite 320, Chicago, Illinois 60606, Phone: (312) 353-3770.

The Title VI Coordinator shall maintain a log of Title VI complaints received from this process which log shall include the date the complaint was filed; a summary of the allegations; the status of the complaint; and actions taken by Kendall County in response to the complaint. Should Kendall County receive a Title VI complaint in the form of a formal charge or lawsuit, Kendall County State’s Attorney shall be responsible for the investigation and maintaining a log as described herein.

Since the initial adoption of this policy on June 19, 2012, there have been no complaints, investigations or lawsuits pursuant to this Title VI policy.

Adopted by the Kendall County Board on this day of ______________________, 2015

Approved: ___________________________  Attest: ___________________________

John A. Shaw, Board Chairman  Debbie Gillette, County Clerk
HIGHWAY COMMITTEE MINUTES

DATE: March 10, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, Judy Gilmour, Scott Gryder, and Matt Prochaska
STAFF PRESENT: Andy Myers, John Burscheid & Ginger Gates
ALSO PRESENT: Kim Strnad & Chris Kalischefskiof Corporate Design & Development Group, Rich Yost of Speedway LLC & P.J. Fitzpatrick

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

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

Motion Wehrli; second Gryder to approve the Highway Committee Minutes from the February 10, 2015 meeting. Motion carried unanimously.

Prochaska arrived at 4:05 PM.

Representatives from Speedway presented the plans for a temporary by-pass lane for full access construction along the south side of Galena Road. This would allow east bound traffic to go around any vehicle stopped to turn into the Speedway entrance, which is approximately 700’ east of Route 47. When IDOT reconstructs Route 47 the existing grade of Galena Road may change. If it does, the new east bound left turn lanes will probably be built as part the Route 47 project. The benefit of this is that it would be relatively easy and inexpensive to construct. Considering IDOT’s plan has a 6’ cut in the existing Galena Road, these improvements would all be temporary. Fran supports the idea of an eastbound bypass lane as a temporary measure so Speedway would be allowed to begin construction sooner than later. Motion Gilmour; second Prochaska to forward to the County Board for approval the plans for the proposed Speedway on Galena Road. Motion carried unanimously.

The County Highway will be resurfacing Newark Road from Route 71 to Route 47 utilizing County Motor Fuel Funds. Motion Koukol; second Prochaska to forward to the County Board for approval a resolution appropriating $2,100,000 of County Motor Fuel Tax Funds for the resurfacing of Newark Road. Motion carried unanimously.

The County Highway will be resurfacing Fox River Drive and Ben Street beginning south of Griswold Springs Road and extending north. This is a joint project with the City of Plano. Motion Koukol; second Gilmour to forward to the County Board for approval a resolution appropriating $300,000 of County Motor Fuel Tax Funds for the resurfacing of Fox River Drive and Ben Street. Motion carried unanimously.

A construction engineering services agreement between Kendall County and HR Green for Phase III for Eldaomin Road from Menards to Galena Road project was presented to the committee.
Motion Koukol; second Gryder to forward to the County Board for approval the construction engineering services agreement between Kendall County and HR Green for Phase III for Eldamain Road from Menards to Galena Road project. Motion carried unanimously.

The recipients of the KC-TAP Funds were announced and forwarded to the County Board for approval as follows:

- **Motion Koukol; second Wehrli** to forward to the County Board for approval the City of Plano for KC-Tap Funds in the amount of $7,500 for Ben Street sidewalks. Motion carried unanimously.

- **Motion Gryder; second Koukol** to forward to the County Board for approval the Village of Oswego for KC-Tap Funds in the amount of $3,500 for Route 34 multi-use path. Motion carried unanimously.

- **Motion Prochaska; second Wehrli** to forward to the County Board for approval the City of Yorkville for KC-Tap Funds in the amount of $40,000 for Route 47 sidewalks. Motion Gilmour; second Gryder to amend to $5,000. Gilmour, Koukol, Gryder & Wehrli yes; Prochaska nay.

- **Motion Prochaska; second Gilmour** to forward to the County Board for approval the City of Yorkville for KC-Tap Funds in the amount $5,000 for Route 47 sidewalks. Motion carried unanimously

A resolution re-appointing the incumbent County Engineer for a 6-year term beginning May 20, 2015 was presented to the committee. Motion Gryder; second Prochaska to forward to the County Board the resolution reappointing the incumbent County Engineer for a 6-year term beginning May 20, 2015. Motion carried unanimously.

A resolution was presented to the committee for appropriating funds for the payment of the County Engineer’s salary of $107,920 and authorizing IDOT to transfer $53,960 of Federal Surface Transportation Funds in return for an equal amount of State Funds. Motion to forward to the County Board for approval the resolution for the appropriation of funds for the payment of the County Engineer’s salary of $107,920 and authorizing IDOT to transfer $53,960 of Federal Surface Transportation Funds in return for an equal amount of State Funds. Motion Koukol; second Gilmour. Motion carried unanimously.

A resolution to post certain county highways for spring postings was presented to the committee. Motion Gilmour; second Wehrli to forward to the County Board for approval the resolution to post certain county highways for spring postings. Motion carried unanimously.

Wehrli indicated that someone was dumping old soil from potted planters along Oswego Township roads. Gryder asked if the homemade signs were still in place on Old Ridge Road.

**Motion Koukol; second Wehrli** to forward Highway Department bills for the month of March in the amount of $391,692.65 to Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:40 P.M.
ACTION ITEMS

1. Approve plans for the proposed Speedway on Galena Road

2. Resolution appropriating $2,100,000 of County Motor Fuel Tax Funds for the resurfacing of Newark Road

3. Resolution appropriating $300,000 of County Motor Fuel Tax Funds for the resurfacing of Fox River Drive and Ben Street

4. Construction Engineering Services Agreement between Kendall County and HR Green for Phase III on the Eldamain Road project

5. KC- TAP City of Plano $7,500; Village of Oswego $3,500; City of Yorkville $5,000

6. Resolution re-appointing the incumbent County Engineer for a 6-year term beginning May 20, 2015

7. Resolution for the appropriation of funds for the payment of the County Engineer’s salary of $107,920 and authorizing IDOT to transfer $53,960 of Federal Surface Transportation Funds in return for an equal amount of State Funds

8. Resolution providing for the spring posting of certain county highways
BE IT RESOLVED, by the County Board of Kendall County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) #4 (Newark Rd.), beginning at a point near Route 71 and extending along said route(s) in an easterly direction to a point near Route 47, a distance of approximately 7.08 miles; and,

BE IT FURTHER RESOLVED, that the type of Improvement shall be HMA resurfacing, placement of strip reflective crack control & aggregate wedge shoulders TY B and shall be designated as Section 15-00130-00-RS, Newark Road and.

BE IT FURTHER RESOLVED, that the improvement shall be constructed by contract; and

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of Two million, one hundred thousand and 00/100 dollars, ($2,100,000) from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

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 County Board of Kendall County at its meeting held at Yorkville, IL on March 17, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, IL in said County, this 17th day of March, A.D. 2015.

(SEAL) County Clerk

Approved

Regional Engineer
Department of Transportation

Printed 2/17/2015
RESOLVED, by the County board of Kendall County, that $300,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2015 and ending December 31, 2015, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS
Kendall County, ss.

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 County Board of

Kendall County, at its County Board meeting held at Yorkville, Ill. on March 17, 2015.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in Yorkville, in said County, this 17th day of March, A.D. 2015.

(Seal) County Clerk

Approved

Regional Engineer
Department of Transportation

Printed 2/20/2015
BLR 14220 (Rev. 07/15/13)
THIS AGREEMENT is made and entered into this 17th day of March, 2015 between the above Local Agency (LA) and Consultant (ENGINEER) and covers certain professional engineering services in connection with the PROJECT described herein. Federal-aid funds allotted to the LA by the state of Illinois under the general supervision of the Illinois Department of Transportation (STATE) will be used entirely or in part to finance engineering services as described under AGREEMENT PROVISIONS.

WHEREVER IN THIS AGREEMENT or attached exhibits the following terms are used, they shall be interpreted to mean:

Regional Engineer
Resident Construction Supervisor
In Responsible Charge
Contractor
Deputy Director Division of Highways, Regional Engineer, Department of Transportation
A full time LA employee authorized to administer inherently governmental PROJECT activities
A full time LA employee authorized to administer inherently governmental PROJECT activities
Company or Companies to which the construction contract was awarded

Project Description

Name: Eldarain Road
Route:
Off-System Length: 2.12 M
Structure No.: N/A
Termini: Menards Distribution Center and Galena Road
Description: Perform Phase III Engineering Observation and Material Testing Services for improvements to Eldarain Road from Menards Distribution Center to Galena Road in Kendall County.

Agreement Provisions

I. THE ENGINEER AGREES,

1. To perform or be responsible for the performance of the engineering services for the LA, in connection with the PROJECT hereinbefore described and checked below:

   a. Proportion concrete according to applicable STATE Bureau of Materials and Physical Research (BMPR) Quality Control/Quality Assurance (QC/QA) training documents or contract requirements and obtain samples and perform testing as noted below.

   b. Proportion hot mix asphalt according to applicable STATE BMPR QC/QA training documents and obtain samples and perform testing as noted below.

   c. For soils, to obtain samples and perform testing as noted below.

   d. For aggregates, to obtain samples and perform testing as noted below.

NOTE: For 1a. through 1d. the ENGINEER is to obtain samples for testing according to the STATE BMPR "Project Procedures Guide", or as indicated in the specifications, or as attached herein by the LA; test according to the STATE BMPR "Manual of Test Procedures for Materials", submit STATE BMPR inspection reports; and verify compliance with contract specifications.
1. Inspection of all materials when inspection is not provided at the sources by the STATE BMPR, and submit inspection reports to the LA and the STATE in accordance with the STATE BMPR “Project Procedures Guide” and the policies of the STATE.

2. Engineering services shall include all equipment, instruments, supplies, transportation and personnel required to perform the duties of the ENGINEER in connection with the AGREEMENT.

3. To furnish the services as required herein within twenty-four hours of notification by the LA employee in Responsible Charge.

4. To attend meetings and visit the site of the work at any reasonable time when requested to do so by representatives of the LA or STATE.

5. That none of the services to be furnished by the ENGINEER shall be sublet, assigned or transferred to any other party or parties without the written consent of the LA. The consent to sublet, assign or otherwise transfer any portion of the services to be furnished by the ENGINEER shall not be construed to relieve the ENGINEER of any responsibility for the fulfillment of this AGREEMENT.

6. The ENGINEER shall submit invoices, based on the ENGINEER’s progress reports, to the LA employee in Responsible Charge, no more than once a month for partial payment on account for the ENGINEER’s work completed to date. Such invoices shall represent the value, to the LA of the partially completed work, based on the sum of the actual costs incurred, plus a percentage (equal to the percentage of the construction engineering completed) of the fixed fee for the fully completed work.

7. That the ENGINEER is qualified technically and is entirely conversant with the design standards and policies applicable to improvement of the SECTION; and that the ENGINEER has sufficient property-trained, organized and experienced personnel to perform the services enumerated herein.

8. That the ENGINEER shall be responsible for the accuracy of the ENGINEER’s work and correction of any errors, omissions or ambiguities due to the ENGINEER’S negligence which may occur either during prosecution or after acceptance by the LA. Should any damage to persons or property result from the ENGINEER’S error, omission or negligent act, the ENGINEER shall indemnify the LA, the STATE and their employees from all accrued claims or liability and assume all restitution and repair costs arising from such negligence. The ENGINEER shall give immediate attention to any remedial changes so there will be minimal delay to the contractor and prepare such data as necessary to effectuate corrections, in consultation with and without further compensation from the LA.

9. That the ENGINEER will comply with applicable federal statutes, state of Illinois statutes, and local laws or ordinances of the LA.

10. The undersigned certifies neither the ENGINEER nor I have:

   a) employed or retained for commission, percentage, brokerage, contingent fee or other considerations, any firm or person (other than a bona fide employee working solely for me or the above ENGINEER) to solicit or secure this AGREEMENT;
b) agreed, as an express or implied condition for obtaining this AGREEMENT, to employ or retain the services of any firm or person in connection with carrying out the AGREEMENT or

c) paid, or agreed to pay any firm, organization or person (other than a bona fide employee working solely for me or the above ENGINEER) any fee, contribution, donation or consideration of any kind for, or in connection with, procuring or carrying out the AGREEMENT,

d) are not presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from covered transactions by any Federal department or agency;

e) have not within a three-year period preceding the AGREEMENT been convicted of or had a civil judgment rendered against them for commission of fraud or criminal offense in connection with obtaining, attempting to obtain or performing a public (Federal, State or local) transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property;

f) are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (e) of this certification; and

g) have not within a three-year period preceding this AGREEMENT had one or more public transactions (Federal, State or local) terminated for cause or default.

11. To pay its subconsultants, for satisfactory performance no later than 30 days from receipt of each payment from the LA.

12. To submit all invoices to the LA within one year of the completion of the work called for in this AGREEMENT or any subsequent Amendment or Supplement.

13. To submit BLR 05613, Engineering Payment Report, to the STATE upon completion of the work called for in the AGREEMENT.

14. To be prequalified with the STATE in Construction Inspection when the ENGINEER or the ENGINEER's assigned staff is named as resident construction supervisor. The onsite resident construction supervisor shall have a valid Documentation of Contract Quantities certification.

15. Will provide, as required, project inspectors that have a valid Documentation of Contract Quantities certification.

II. THE LA AGREES,

1. To furnish a full time LA employee to be in Responsible Charge authorized to administer inherently governmental PROJECT activities.

2. To furnish the necessary plans and specifications.

3. To notify the ENGINEER at least 24 hours in advance of the need for personnel or services.

4. To pay the ENGINEER as compensation for all services rendered in accordance with this AGREEMENT, on the basis of the following compensation formulas:

Cost Plus Fixed Fee Formulas

\[ FF = 14.5\% \left( DL + R(DL) + OH(DL) + IHDC \right), \text{ or} \]
\[ FF = 14.5\% \left( 2.3 + R \right) DL + IHDC \]

Where:
- \( DL \) = Direct Labor
- \( IHDC \) = In House Direct Costs
- \( OH \) = Consultant Firm's Actual Overhead Factor
- \( R \) = Complexity Factor
- \( FF \) = Fixed Fee
- \( SBO \) = Services by Others

Total Compensation = \( DL + IHDC + OH + FF + SBO \)

Specific Rate
- \( (Pay \text{ per element}) \)

Lump Sum
- \( \)
5. To pay the ENGINEER using one of the following methods as required by 49 CFR part 26 and 505 ILCS 5/5-409:

☐ With Retainage

a) For the first 50% of completed work, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to 90% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) After 50% of the work is completed, and upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments covering work performed shall be due and payable to the ENGINEER, such payments to be equal to 95% of the value of the partially completed work minus all previous partial payments made to the ENGINEER.

c) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT shall be the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

☐ Without Retainage

a) For progressive payments – Upon receipt of monthly invoices from the ENGINEER and the approval thereof by the LA, monthly payments for the work performed shall be due and payable to the ENGINEER, such payments to be equal to the value of the partially completed work minus all previous partial payments made to the ENGINEER.

b) Final Payment – Upon approval of the work by the LA but not later than 60 days after the work is completed and reports have been made and accepted by the LA and the STATE, a sum of money equal to the basic fee as determined in this AGREEMENT shall be the total of the amounts of partial payments previously paid to the ENGINEER shall be due and payable to the ENGINEER.

8. The recipient shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract or in the administration of its DBE program or the requirements of 49 CFR part 26. The recipient shall take all necessary and reasonable steps under 49 CFR part 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts. The recipient’s DBE program, as required by 49 CFR part 26 and as approved by DOT, is incorporated by reference in this agreement. Implementation of this program is a legal obligation and failure to carry out its terms shall be treated as violation of this agreement. Upon notification to the recipient of its failure to carry out its approved program, the Department may impose sanctions as provided for under part 26 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1986 (31 U.S.C. 3801 et seq.).

7. To submit approved form BC 775 (Exhibit C) and BC 770 (Exhibit D) with this AGREEMENT.

III. It is Mutually Agreed,

1. That the ENGINEER and the ENGINEER’s subcontractors will maintain all books, documents, papers, accounting records and other evidence pertaining to cost incurred and to make such materials available at their respective offices at all reasonable times during the AGREEMENT period and for three years from the date of final payment under this AGREEMENT, for inspection by the STATE, Federal Highway Administration or any authorized representatives of the federal government and copies thereof shall be furnished if requested.

2. That all services are to be furnished as required by construction progress and as determined by the LA employee in Responsible Charge. The ENGINEER shall complete all services specified herein within a time considered reasonable to the LA, after the CONTRACTOR has completed the construction contract.

3. That all field notes, test records and reports shall be turned over to and become the property of the LA and that during the performance of the engineering services herein provided for, the ENGINEER shall be responsible for any loss or damage to the documents herein enumerated while they are in the ENGINEER’s possession and any such loss or damage shall be restored at the ENGINEER’s expense.

4. That this AGREEMENT may be terminated by the LA upon written notice to the ENGINEER, at the ENGINEER’s last known address, with the understanding that should the AGREEMENT be terminated by the LA, the ENGINEER shall be paid for any services completed and any services partially completed. The percentage of the total services which have been rendered by the ENGINEER shall be mutually agreed by the parties hereto. The fixed fee stipulated in numbered paragraph 4d of Section II shall be multiplied by this percentage and added to the ENGINEER’s actual costs to obtain the earned value of work performed. All field notes, test records and reports completed or partially completed at the time of termination shall become the property of, and be delivered to, the LA.

5. That any differences between the ENGINEER and the LA concerning the interpretation of the provisions of this AGREEMENT shall be referred to a committee of disinterested parties consisting of one member appointed by the ENGINEER, one member appointed by the LA, and a third member appointed by the two other members for disposition and that the committee’s decision shall be final.

6. That in the event the engineering and inspection services to be furnished and performed by the LA (including personnel furnished by the ENGINEER) shall, in the opinion of the STATE be incompetent or inadequate, the STATE shall have the right to supplement the engineering and inspection force or to replace the engineers or inspectors employed on such work at the expense of the LA.
7. That the ENGINEER has not been retained or compensated to provide design and construction review services relating to the contractor's safety precautions, except as provided in numbered paragraph 11 of Section I.

8. This certification is required by the Drug Free Workplace Act (30LCS 580). The Drug Free Workplace Act requires that no grantee or contractor shall receive a grant or be considered for the purpose of being awarded a contract for the procurement of any property or service from the State unless that grantee or contractor will provide a drug free workplace. False certification or violation of the certification may result in sanctions including, but not limited to, suspension of contract or grant payments, termination of a contract or grant and debarment of contracting or grant opportunities with the State for at least one (1) year but no more than five (5) years.

For the purpose of this certification, "grantee" or "contractor" means a corporation, partnership or other entity with twenty-five (25) or more employees at the time of issuing the grant, or a department, division or other unit thereof, directly responsible for the specific performance under a contract or grant of $5,000 or more from the State, as defined in the Act.

The contractor/grantee certifies and agrees that it will provide a drug free workplace by:

(a) Publishing a statement:
   (1) Notifying employees that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance, including cannabis, is prohibited in the grantee's or contractor's workplace.
   (2) Specifying the actions that will be taken against employees for violations of such prohibition.
   (3) Notifying the employee that, as a condition of employment on such contract or grant, the employee will:
       (A) abide by the terms of the statement; and
       (B) notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction.

(b) Establishing a drug free awareness program to inform employees about:
   (1) the dangers of drug abuse in the workplace;
   (2) the grantee's or contractor's policy of maintaining a drug free workplace;
   (3) any available drug counseling, rehabilitation and employee assistance program; and
   (4) the penalties that may be imposed upon an employee for drug violations.

(c) Providing a copy of the statement required by subparagraph (a) to each employee engaged in the performance of the contract or grant and to post the statement in a prominent place in the workplace.

(d) Notifying the contracting or granting agency within ten (10) days after receiving notice under part (B) of paragraph (3) of subsection (a) above from an employee or otherwise receiving actual notice of such conviction.

(e) Imposing a sanction on, or requiring the satisfactory participation in a drug abuse assistance or rehabilitation program by, any employee who is convicted, as required by section 9 of the Drug Free Workplace Act.

(f) Assisting employees in selecting a course of action in the event drug counseling, treatment and rehabilitation is required and indicating that a trained referral team is in place.

(g) Making a good faith effort to continue to maintain a drug free workplace through implementation of the Drug Free Workplace Act.

9. The ENGINEER or subconsultant shall not discriminate on the basis of race, color, national origin or sex in the performance of this AGREEMENT. The ENGINEER shall carry out applicable requirements of 49 CFR part 26 in the administration of DOT-assisted contracts. Failure by the ENGINEER to carry out these requirements is a material breach of this AGREEMENT, which may result in the termination this AGREEMENT or such other remedy as the LA deems appropriate.
## Agreement Summary

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- Sub-Consultant Total: $15,068.00
- Prime Consultant Total: $473,522.08
- Total for all Work: $488,590.08

---

**Executed by the LA:**

**Kendall County**

ATTEST:

By: __________________________

Title: __________________________

Clerk

(SEAL)

---

**Executed by the ENGINEER:**

ATTEST:

By: __________________________

Title: Br. Construction Manager

By: __________________________

Title: Vice-President
**Exhibit A - Construction Engineering**

**Route:** Eldamain Road  
**Local:** Kendall County  
**(Municipality/Township/County):**  
**Section:** 07-0098-00-RP  
**Project:** M-4003(304)  
**Job No.:** C-03-102-14  

**Cost Plus Fixed Fee Methods of Compensation:**
- Fixed Fee 1: 14.5%[DL + R(DL) + OH(DL) + IHOC]
- Fixed Fee 2: 14.5%(2.3 + R)DL + IHDC
- Specific Rate
- Lump Sum

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

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<td>$46.13</td>
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**Totals**

| 4,146.0 | $150,014.28 | $251,491.58 | $15,068.00 | $2,049.60 | $59,965.82 | $488,880.08 |

*Firm’s approved rates on file with Bureau of Accounting and Auditing:*

- Overhead Rate (OH) 174.31%
- Complexity Factor (R) 0.00
- Calendar Days 240

*In-House Fixed Fee (FF)*

- Direct Costs (JHDC)
- (OH*DL)
- (SBO)
- (HDC)
- (FF)

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

- Overhead Rate (OH) 174.31 %
- Complexity Factor (R) 0.00
- Calendar Days 240
### Illinois Department of Transportation

#### Exhibit B

**Engineering Payment Report**

<table>
<thead>
<tr>
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<tr>
<td>Name</td>
<td>HR Green, Inc</td>
</tr>
<tr>
<td>Address</td>
<td>651 Prairie Pointe Dr.</td>
</tr>
<tr>
<td>Telephone</td>
<td>630-553-7580</td>
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<td>TIN Number</td>
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<table>
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<tr>
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<td>07-00066-00-RP</td>
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<td>M-4003(304)</td>
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<td>Job Number</td>
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This form is to verify the amount paid to the Sub-consultant on the above captioned contract. Under penalty of law for perjury or falsification, the undersigned certifies that work was executed by the Sub-consultant for the amount listed below.

<table>
<thead>
<tr>
<th>Sub-Consultant Name</th>
<th>TIN Number</th>
<th>Actual Payment from Prime</th>
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<tbody>
<tr>
<td>Rubino Engineering Inc</td>
<td>36-600612</td>
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Sub-Consultant Total:  
Prime Consultant Total:  
Total for all Work Completed:  

---

**Signature and Title of Prime Consultant**

**Date**

**Note:** The Department of Transportation is requesting disclosure of information that is necessary to accomplish the statutory purpose as outlined under state and federal law. Disclosure of this information is REQUIRED and shall be deemed as concurring with the payment amount specified above.

For information about IDOT's collection and use of confidential information review the department's Identity Protection Policy.
WHEREAS, a vacancy exists (will exist) on 05/20/2015 in the office of County Engineer in Kendall County, Illinois due to the expiration of the six-year term of the incumbent County Engineer, Francis C. Klaas, and

WHEREAS, the Kendall County Board, by resolution dated 01/20/2015, requested the consent of the Department of Transportation to reappoint Francis C. Klaas, and

WHEREAS, the Department of Transportation has on 02/18/2015 given its consent to the reappointment of Francis C. Klaas:

NOW, THEREFORE, BE IT RESOLVED, by the Kendall County Board that Francis C. Klaas is hereby appointed County Engineer for Kendall County for a term of six years effective 05/20/2015, and

BE IT FURTHER RESOLVED, by the Kendall County Board that the salary of the County Engineer be fixed as follows:

<table>
<thead>
<tr>
<th>From</th>
<th>To</th>
<th>Salary</th>
</tr>
</thead>
<tbody>
<tr>
<td>05/20/2015</td>
<td>05/19/2016</td>
<td>$ Not less than 95% of CESP</td>
</tr>
<tr>
<td>05/20/2016</td>
<td>05/19/2017</td>
<td>$ Not less than 95% of CESP</td>
</tr>
<tr>
<td>05/20/2017</td>
<td>05/19/2018</td>
<td>$ Not less than 95% of CESP</td>
</tr>
<tr>
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<tr>
<td>05/20/2019</td>
<td>05/19/2020</td>
<td>$ Not less than 95% of CESP</td>
</tr>
<tr>
<td>05/20/2020</td>
<td>05/19/2021</td>
<td>$ Not less than 95% of CESP</td>
</tr>
</tbody>
</table>

BE IT FURTHER RESOLVED, that the clerk is hereby directed to transmit two (2) certified copies of this resolution to the Department of Transportation, through its Regional Engineer's office at Ottawa, Illinois.

STATE OF ILLINOIS

COUNTY OF Kendall

I, Debbie Gillette, 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 held at Yorkville, Illinois on 03/17/2015.

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

( SEAL )

_____________________________________
County Clerk

Printed 3/2/2015
Resolution Appropriating Funds for the Payment of the County Engineer's Salary

WHEREAS, the County Board of Kendall County has adopted a resolution establishing the salary of the County Engineer to be $107,920 (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 seven thousand nine hundred twenty dollars ($107,920) from the County's Highway funds for the purpose of paying the County Engineer's salary from 5/20/2015 to 5/19/2016, and

BE IT FURTHER RESOLVED, that the Kendall County Board hereby authorizes the Department of Transportation, State of Illinois, to transfer Fifty three thousand nine hundred sixty dollars ($53,960) 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, 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 17, 2015.

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)

Count Clerk
KENDALL COUNTY

Resolution No. ______

A Resolution Providing for Spring Road Postings of Certain County Highways

WHEREAS, Kendall County Board has determined that certain county highways under their jurisdiction, by reason of deterioration, rain, snow, or other climate conditions, will be seriously damaged or destroyed unless the permissible weights of vehicles thereon are reduced; and

WHEREAS, authority has been granted to the County Board to limit the gross weight of vehicles on certain county highways by Illinois Statute 625 ILCS 5/15-3 I 6.

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

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

LIST OF POSTED ROADS – 2015

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

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

John Shaw – Kendall County Board Chairman

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 A.D. 2015.

Debbie Gillette – County Clerk

(Seal)
CALL TO ORDER
Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the Courthouse Jury Assembly Room to order at 4:00 p.m.

1) Roll Call – Chairman Davidson asked Suzette to call roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Gilmour, Member Wehrli & Member Prochaska. All committee members were present to form a quorum of the committee. County Board Chairman Shaw & Facilities Management Director Smiley were also present.

2) Approval of the February meeting minutes - Member Prochaska made a motion to approve the February meeting minutes. Member Wehrli second the motion. All members voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS

1) COB Security System Improvements
   - Electronic door handles have been installed. Once Jim meets with each department head or elected official the programming of the key fobs will be completed. Then the key fobs will be handed out to each person and County Board members. We currently are using the automatic open and close timed feature on the door handles for each department.

2) PSC Comcast Line for Oswego Police
   - Jim met with Technology Services and the underground contractor for Comcast last week. The contractor outlined the route and Jim told everyone that he arranged for a private location service to mark Kendall County’s private fiber and copper lines in the pathway of the project. Due to the continued cold weather they put off the start until the 24th. The installation of the conduit is planned to be completed this week. After the conduit is completed Comcast will be scheduling the installation of the fiber into the PSC computer room.

3) K.A.T. Space Needs for Expansion
   - Jim met with Chairman Davidson, Jeff Wilkins & Paul LaLonde to go over the drawings Jim had put together. The group determined that it did not make sense to plan to setup part of the boiler room for K.A.T. But it made sense to see if the area could be rearranged to allow the Forest Preserve to setup some shelves in the boiler room so the current lower level storeroom could be used by K.A.T. for a break and file room. We talked about flip flopping the current uses of the two rooms and to build an office for Paul in one room, an office for the Operations Manager and an area for training. Jim is going to revise the drawings and go over them with Paul to finalize a proposed design. Once approved Jim will get pricing to create the new layout. Paul and Jeff said it might be possible to cover the cost in a grant that K.A.T. uses for operations.

Report from meeting
Vice-Chair Koukol mentioned that the HR Admin committee discussed the program being short by around $50,000. Dan feels we need to look at funding more before we move forward with a remodeling project. Chairman Davidson said he is not planning to ask the County to pay for the remodeling.

4) ComEd – National Safety Council – Community Safety Program Grants
   - Jim finished the grant application with the suggested use of the grant being to setup a backup generator at the Historic Courthouse.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   - Report on last month’s activities.
2) Approve 3 Year Contract with Call One for Pri-T1 and T1 Circuits estimated to be $1,876.90 per month based on usage
   • Jim created an RFP and it was reviewed by the States Attorney’s office before publishing. The bid results show incumbent vendor, Call One to be the low bidder.

Report from meeting
Member Wehrli made a motion to approve and send to the County Board the FM Committee’s recommendation to form a three year contract with Call One for the PRIT1 and T1 circuits for the estimated cost of $1,876.90 per month based on usage. Vice-Chair Koukol 2nd the motion. All members voted aye via a voice vote. Motion Approved.

3) Approve 3 Year Contract with Call One for Analog Lines and LD use on these circuits estimated to be $2,014.64 per month based on usage
   • Jim created an RFP and it was reviewed by the States Attorney’s office before publishing.
   • The bid results show incumbent vendor, Call One to be the low bidder.

Report from meeting
Member Wehrli made a motion to approve and send to the County Board the FM Committee’s recommendation to form a three year contract with Call One for Analog lines and LD services for the estimated costs of $2,014.64 per month based on usage. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion Approved.

4) Approve 3 Year Contract with Call One for Centrex Lines and LD use on these circuits estimated to be $2,405.78 per month based on usage
   • Jim created an RFP and it was reviewed by the States Attorney’s office before publishing.
   • The bid results show incumbent vendor, Call One to be the low bidder.

Report from meeting
Member Wehrli made a motion to approve and send to the County Board the FM Committee’s recommendation to form a three year contract with Call One for Centrex lines and LD services for the estimated costs of $2,405.78 per month based on usage. Member Gilmour 2nd the motion. All members voted aye via a voice vote. Motion Approved.

5) Annual Backflow Device Inspections
   • Testing was completed at all facilities. All devices tested to be in good working order.
   • Project complete.

6) Historic Courthouse and County Office Building Camera Replacements
   • Three cameras at the Historic Courthouse were blurry and the video was not usable. One camera in the computer room at the County Office building was in slightly better condition but still blurry. These cameras were part of the original installations at each facility. The cameras were replaced and set back up on the upgraded video server. All cameras are working properly now.
   • Project complete.

7) Public Safety Center Generator Transfer Switch Repair
   • Last Thursday during routine weekly testing the transfer switch failed to transfer and sparks flew out from the bottom of the cabinet. Jim notified Dave Farris in KenCom and Scott Koster in the Sheriff’s office that we were operating with only the utility service and the U.P.S. system until the transfer switch was fixed. Jim evaluated the situation and called our Generator/Transfer switch FM vendor to determine what happened. Our vendor Lionheart determined that at some point water infiltrated the switch and caused corrosion on the terminals, wiring and components.
   • This caused the switching apparatus components to burn up. No replacement parts could be sourced locally and the original manufacturer did not respond to inquiries to replacement parts, we assume due to the age of the equipment. Jim advised Chairman Davidson, Co-Chair Koukol and Jeff Wilkins of the findings and told them we needed to source a replacement transfer switch. Chairman Davidson told Jim to proceed and do what needs to be done to get the system repaired.
7) Public Safety Center Generator Transfer Switch Repair Continued

- The new switch was planned to be installed starting at 7p.m after meeting with Sheriff Baird, Chief Scott Koster, D.C. Gillespie and Dave Farris. Everything went well until the last connection was being made to the new switch. At that time moving the wire in place caused existing spray foam in the conduit to break loose and build up water that we did not know about, started pouring into the new switch. We tried to block the water and blow it out and it kept coming in. So, the new equipment was removed. The vendor suggested having them go out and pickup a new oversized transfer switch they had in their shop to connect temporarily up to get us back to “normal” for now.

- This switch was connected and up and running around 5:30a.m. The system was tested and transferred the load to generator and back to utility successfully.

- Jim met Chairman Davidson and an electrician onsite on Friday to plan a solution to get a permanent solution in place without having the water infiltrate the equipment again, since these conduits run under part of the jail and evidence areas of the Sheriff’s office.

- Jim is waiting for pricing from the electrician and a determination if the replacement switch is usable and would be warranted still.

Report from meeting
County Board Chair Shaw said that he was glad everyone stuck with the situation to get the systems protected in this facility again

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT
- Chairman Davidson asked for a motion to adjourn the meeting. Vice-Chair Koukol made a motion to close the meeting at 4:45 p.m. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:45 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
ISDN-PRI Renewal

Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer: Kendall County

804 W. John Street

Address: Suite B

City: Yorkville

ST: IL

ZIP: 60560

Please check box to determine term and discount

[ ] 1 Year

[ ] 2 Year

[X] 3 Year

Additional Charges: Each ISDN PRI inclusive of 36,000 Band A and B minutes. Foreign Exchange $50.00 per rate center. DID Outpulsing $10.00 MRC per PRI. DID MRC at $2.00/block of ten (10). All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Carrier Access Fees - Waived.

Service/Additional Terms:
Renewal of existing services. Call One will adhere to the terms and conditions set forth by the RFP from Kendall County.

Billing Telephone Numbers (BTN) associated with this account:

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<tr>
<th>Physical Location</th>
<th>City, State</th>
<th>BTN</th>
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</thead>
<tbody>
<tr>
<td>1102 Comell</td>
<td>Yorkville, IL 60560</td>
<td>630-385-1890</td>
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<td>36 Months</td>
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<td>N/A</td>
<td>$375.00</td>
<td>36 Months</td>
</tr>
</tbody>
</table>

Authorized customer signature

Date

CallOne authorized signature

Print name

Title

Print name

Date

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Page 1 of 5
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<td>$375.00</td>
<td>36 Months</td>
</tr>
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</table>

Customer initials

Call One initials
Terms and Conditions

1. Term. Customer hereby orders the Service(s) as identified on Page 1 of this Agreement and miscellaneous services incident thereto for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.

2. Rates. (a) The Monthly Charge and usage rates identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge and usage rates will revert to Call One's prevailing month-to-month rates for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.

3. Authorization. Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical location listed on Page 1 and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. Expiring Commitments. (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination.

5. Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge, as liquidated damages and not as a penalty, equal to (1) the Monthly Charge payments remaining for the Term of this Agreement, (2) any special construction charges required to make the Service available and (3) any previously waived installation and/or other non-recurring charges and (4) the difference between the total usage charges billed to Customer at the usage rates Customer received for the Term in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service, including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/cancellation.

6. Inside Wiring. The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.

7. Liability. The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof.

8. Applicability of Tariffs. This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

9. Assignment. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

10. Entire Agreement. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

11. Jurisdiction / Collection Costs. Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials ____________________
Call One initials ____________________
Point-to-Point Renewal
Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer: Kendall County
804 W. John Street
Address: Suite B
City: Yorkville

Service Details:
BTN: 630R261804
Service: Point to Point T-1
Speed: 1.5M
Term: 36 Months
Circuit ID: DHZA.266367..LB
Monthly Charge: $280.00
Non-recurring Charge: N/A
Host Address: 110 W. Ridge, Yorkville IL 60560
Remote Address: 1102 Cornell, Yorkville IL 60560
Host TN: 630-553
Remote TN: 630-553

Service/Additional Terms:
Renewal of existing services. Call One will adhere to the terms and conditions set forth by the RFP from Kendall County.

By signing below, Customer acknowledges that it understands and accepts the rates, terms and conditions for the Service and that the signatory represents that he/she is duly authorized to execute this Agreement on behalf of the Customer.

Authorized customer signature: ___________________________ Date: ____________
Print name: ___________________________
Title: ___________________________

CallOne authorized signature: ___________________________ Date: ____________
Print name: ___________________________

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301
Terms and Conditions

1. Term. Customer hereby orders the Service and miscellaneous services incident thereto as described identified on Page 1 of this Agreement (collectively, the "Service") for the term selected by Customer on Page 1 of this Agreement (the "Term"). The Term shall begin on the later of (i) the date Call One initials this page of the Agreement and (ii) the date any installation necessary to begin the Service is completed.

2. Rates. (a) The Monthly Charge identified on Page 1 of this Agreement will apply to the Services during the Term. Upon expiration of the Term, the Monthly Charge will revert to Call One's prevailing month-to-month rate for the Service unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. (b) Installation, service establishment and/or other non-recurring charges ("Non-Recurring Charges") incident to the Services will apply as identified on Page 1 of this Agreement. (c) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.

3. Authorization. Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific physical locations listed on Page 1 and included in any supplement to this Agreement. This grant of authority shall remain in effect until revoked by Customer.

4. Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for any termination charge, as liquidated damages and not as a penalty, equal to the Monthly Charge payments remaining for the Term of this Agreement and any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service and as applicable in installing the required equipment and facilities including any special construction charges. Termination/cancellation charges are due within fifteen (15) days of the effective date of termination/expiration.

5. Inside Wiring. The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the Initial Service installation and does not include inside materials and wiring.

6. Liability. The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable Monthly Charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.

7. Applicability of Tariffs. This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariffs are incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

8. Assignment. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent shall not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

9. Entire Agreement. Signed facsimile copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding any prior and contemporaneous understandings, proposals and other communications, oral or written.

10. Jurisdiction / Collection Costs. Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials ________________________

Call One initials ________________________
**Customer Service Agreement**

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

<table>
<thead>
<tr>
<th>Customer</th>
<th>Kendall County</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>804 W. John Street</td>
</tr>
<tr>
<td>City</td>
<td>Yorkville</td>
</tr>
</tbody>
</table>

Term Agreement: 12 Months

Centrex Monthly Charge: $9.00

Number of Lines Guaranteed: 2

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Carrier Access Fees - Waived.

**Service/Additional Terms:**

Renewal of existing services. Call One will adhere to the terms and conditions set forth by the RFP from Kendall County. Apply all other rates and terms from CSA #24603.

**Billing Telephone Numbers (BTN) associated with this account:**

<table>
<thead>
<tr>
<th>Physical Location</th>
<th>City, State</th>
<th>BTN</th>
</tr>
</thead>
<tbody>
<tr>
<td>1102 CORNELL; Fr 1</td>
<td>YORKVL, IL</td>
<td>630-553-7500</td>
</tr>
</tbody>
</table>

Authorized customer signature: ________________________ Date: ____________________

CallOne authorized signature: ________________________ Title: ____________________

Print name: ________________________ Print name: ____________________
Terms and Conditions

1. Term. Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month shall revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.

2. Rates. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Call One has elected a Term other than Month-to-Month, the monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. Call One shall also bill Customer as a separate line item for all applicable federal, state and other governmental fees, surcharges and taxes.

3. Authorization. Customer authorizes call one to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. Existing Commitments. (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.

5. Early Termination/Cancellation. Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (e) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to proceed the order for Service. (c) The penalty will be calculated as follows: 25% x (number of lines guaranteed) x (line charge + Cantdex charge) x (number of months remaining on term).

6. Inside Wiring. The applicable rates for inside wiring provided directly by Call One to Customer are defined on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any Installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.

7. Liability. The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a pro-rated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.

8. Applicability of Tariffs. This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariffs, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges that all services purchased pursuant to this agreement are for business purposes.

9. Assignment. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

10. Entire Agreement. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement, and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.

11. Jurisdiction / Collection Costs. Any action or proceeding arising out of or related to this Agreement, the Services or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____________________________

Call One initials _____________________________

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Page 2 of 2
Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer: Kendall County
804 W. John Street

Please check box to determine term and discount

[X] 1 Year
[ ] 2 Year
[ ] 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Carrier Access Fees - Waived.

Service/Additional Terms:
Renewal of existing services. Call One will adhere to the terms and conditions set forth by the RFP from Kendall County.

Billing Telephone Numbers (BTN) associated with this account:

<table>
<thead>
<tr>
<th>Physical Location</th>
<th>City, State</th>
<th>BTN</th>
</tr>
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<tbody>
<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>630-553-0003</td>
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<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-0167</td>
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<tr>
<td>106 W RIDGE; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-0222</td>
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<tr>
<td>103 BEAVER; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-0284</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-0911</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>530-553-1240</td>
</tr>
<tr>
<td>1204 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-1615</td>
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<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>630-553-2062</td>
</tr>
<tr>
<td>111 W FOX; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-3335</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-4031</td>
</tr>
</tbody>
</table>

Authorized customer signature __________________________ Date __________
Print name __________________________ Title __________________________

Call One authorized signature __________________________ Date __________
Print name __________________________ Date __________________________

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Page 1 of 3
Billing Telephone Numbers (BTN) (continued):

<table>
<thead>
<tr>
<th>Address Details</th>
<th>City, State</th>
<th>Area Code</th>
</tr>
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<tbody>
<tr>
<td>110 W RIDGE; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-563-4100</td>
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<tr>
<td>807 JOHN; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-563-5303</td>
</tr>
<tr>
<td>10460 ROUTE 71</td>
<td>YORKVL, IL</td>
<td>630-563-5444</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-563-5856</td>
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<tr>
<td>166 W HYDRAULIC AV</td>
<td>YORKVL, IL</td>
<td>630-563-6314</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-7500</td>
</tr>
<tr>
<td>6780 ROUTE 47</td>
<td>YORKVL, IL</td>
<td>630-553-7616</td>
</tr>
<tr>
<td>1102 CORNELL; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-553-8750</td>
</tr>
<tr>
<td>111 W FOX; Flr 1</td>
<td>YORKVL, IL</td>
<td>630-882-8015</td>
</tr>
<tr>
<td>8 ROCKY WY; Bldg APT; des parking lot</td>
<td>MONTGARY, IL</td>
<td>630-892-6858</td>
</tr>
<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>800-281-1945</td>
</tr>
<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>877-446-4528</td>
</tr>
<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>868-476-0500</td>
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<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>868-477-4576</td>
</tr>
<tr>
<td>1102 CORNELL</td>
<td>YORKVL, IL</td>
<td>868-477-4862</td>
</tr>
</tbody>
</table>

Customer initials

Call One initials
Terms and Conditions

1. Term. Customer hereby orders the Local Exchange, IntereXchange and miscellaneous services herein described as the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.

2. Rates. (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.

3. Authorization. Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related services and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.

4. Existing Commitments. (a) If Customer has an existing term commitment contract with another service provider (e.g., "Third Party Commitment"). Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) were expired and Customer has entered a new agreement directly with Call One.

5. Early Termination/Cancellation. Customer shall be required to provide Call One with a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff for the Term selected in this Agreement; (B) the usage rate for that Service as described on Page 1 of this Agreement; (C) the difference between the discount rates that apply to the Services that are not specifically identified on Page 1 of this Agreement. (b) If Call One terminates Service(s) in whole or in part, Customer shall also be liable for any installation and/or non-recurring charges that were waived. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.

6. Inside Wiring. The applicable rates for Inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include Inside materials and wiring.

7. Liability. The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.

8. Applicability of Tariffs. This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One website currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.

9. Assignment. Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.

10. Entire Agreement. Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.

11. Jurisdiction / Collection Costs. Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials __________________________ 
Call One initials __________________________

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301
Page 3 of 3
Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:00 p.m.

Committee Members Present: Bob Davidson, Elizabeth Flowers, Matt Prochaska, John Purcell

Committee Members Absent: Scott Gryder

Others Present: Latreese Caldwell, Julie Hanna, Bob Jones, Stan Laken, Jim Smiley, RaeAnn Van Gundy

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Prochaska to forward the approval of claims in an amount not to exceed $1,533,867.18, second to the motion by Member Davidson. With all members present in agreement, the motion carried.

Sheriff Dwight Baird, Sheriff's Office – No report

Tom Thomas, Health Department – No report

Stan Laken, Technology Department – No report

Items of Business

➢ Approval of Ordinance abating the Taxes Levied for the Year 2014 Payable 2015 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2007A, 2007B, 2008, 2009, 2010 and 2011 of the County of Kendall, Illinois – Motion made by Member Flowers, second by Member Davidson to forward the item to the County Board for approval. With all members present voting yes, the motion carried.

➢ Technology Position Vacancy – Chairman Purcell stated that with the proposed state budget cuts, that he felt the committee should revisit the replacement of this or any positions in the immediate future, especially with the possibility of a staff reduction in the next year. Discussion on a hiring freeze for the remainder of Fiscal Year 2015, the deficit going into the next fiscal year, and the decrease in revenue, and the state reduction of the local distribution tax. Chair Purcell said that any state budget cuts would take place on May 31, 2015.
Levy Review – Chairman Purcell stated that one of the applicants from previous years did not apply for funds this year. In light of that, Chairman Purcell recommended foregoing the hearings, and to make a recommendation to the County Board on March 17, 2015. The committee discussed the various requests and there was a decision on the proposed amounts to be granted. Motion made by Member Davidson to forward the item to the County Board for approval, second by Member Prochaska. With all members in agreement, the motion carried with a vote of 3-1, with Purcell, Davidson and Prochaska voting aye, and Member Flowers voting nay.

Old Business – None

Items for Committee of the Whole – None

Action Items for County Board

➤ Approval of Claims in an amount not to exceed $1,533,867.18


➤ Approval to fill the Technology Position Vacancy

➤ Approval of the Senior Tax Levy Awards

➤ Approval of the Kendall County Annual Financial Report for FY 2014 from Wipfli, CPA’s

Public Comment – None

Questions from the Media – None

Executive Session – None Needed

Adjournment – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. The meeting adjourned at 6:37 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
County of Kendall, Illinois

ORDINANCE NO. ______________


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

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

Ordinance 08-29 (the “Bond Ordinance”) on the 5th day of August, 2008 which did provide for the issue of $10,000,000 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 $10,000,000 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 $10,000,000 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; also

Ordinance 11-28 (the “Bond Ordinance”) on the 1st day of November, 2011 which did provide for the issuance of not to exceed $4,750,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011 (the “Bonds”), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and

WHEREAS, on:

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”); also

The 1st day of November, 2011, a duly certified copy of Bond Ordinance 11-28 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 2014 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 2014 payable 2015 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 1. Abatement of Tax for the Bonds. The tax heretofore levied for the year 2014 payable 2015 in Bond Ordinances 07-49, 08-29, 09-11, 10-15 and 11-28 shall be abated in its entirety.

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 2014 payable 2015 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, 2015, 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)
A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2015
SENIOR CITIZEN SOCIAL SERVICES LEVY

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated $324,500 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2014, Fiscal Year 2015 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

<table>
<thead>
<tr>
<th>Agency</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Nutrition Network</td>
<td>$21,000</td>
</tr>
<tr>
<td>KC Health Department</td>
<td>$60,000</td>
</tr>
<tr>
<td>Fox Valley Older Adult Services</td>
<td>$57,000</td>
</tr>
<tr>
<td>Fox Valley YMCA</td>
<td>$4,500</td>
</tr>
<tr>
<td>Oswegoland Seniors, Inc.</td>
<td>$40,000</td>
</tr>
<tr>
<td>Prairie State Legal Service</td>
<td>$8,000</td>
</tr>
<tr>
<td>Senior Services Associates, Inc.</td>
<td>$122,000</td>
</tr>
<tr>
<td>Visiting Nurses Association</td>
<td>$12,000</td>
</tr>
</tbody>
</table>

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

Attest:

John Shaw, Chairman  
County Board

Debbie Gillette  
County Clerk
# Kendall County Budget & Finance Committee

## 2015 Senior Social Services Property Tax Levy Recommendations for Funding Allocations to Agencies

<table>
<thead>
<tr>
<th>Name</th>
<th>2013 Requested/Granted</th>
<th>2014 Requested/Granted</th>
<th>2015 Requested</th>
<th>2015 Proposed Awards</th>
</tr>
</thead>
<tbody>
<tr>
<td>Community Meals for Seniors</td>
<td>$26,250/$15,500</td>
<td>$26,250/$15,500</td>
<td>Not Applying this Year</td>
<td>$0</td>
</tr>
<tr>
<td>Community Nutrition Network</td>
<td>$20,500/$15,750</td>
<td>$30,000/$16,500</td>
<td>$30,000</td>
<td>$21,000</td>
</tr>
<tr>
<td>FV Family YMCA</td>
<td>$6,069.90/$1,000</td>
<td>$7,000/$1,000</td>
<td>$7,000</td>
<td>$4,500</td>
</tr>
<tr>
<td>FV Older Adult Services</td>
<td>$60,000/$54,250</td>
<td>$66,000/$54,250</td>
<td>$60,000</td>
<td>$57,000</td>
</tr>
<tr>
<td>KC Health Department</td>
<td>$64,000/$59,178</td>
<td>$64,000/$59,178</td>
<td>$59,178</td>
<td>$60,000</td>
</tr>
<tr>
<td>Oswegoland Seniors, Inc.</td>
<td>$40,000/$38,500</td>
<td>$45,000/$38,000</td>
<td>$41,800</td>
<td>$40,000</td>
</tr>
<tr>
<td>Prairie State Legal Service</td>
<td>$8,500/$6,500</td>
<td>$8,500/$7,000</td>
<td>$8,500</td>
<td>$8,000</td>
</tr>
<tr>
<td>Senior Services Associates, Inc.</td>
<td>$129,300/$119,500</td>
<td>$133,000/$119,000</td>
<td>$124,880</td>
<td>$122,000</td>
</tr>
<tr>
<td>VNA</td>
<td>$15,000/$8,000</td>
<td>$15,000/$8,000</td>
<td>$15,000</td>
<td>$12,000</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$370,456.90/$318,178</strong></td>
<td><strong>$394,750.00/$318,178</strong></td>
<td></td>
<td><strong>$346,358</strong></td>
</tr>
</tbody>
</table>

**FY15 Budgeted Amount $324,500**       **FY15 Requested $346,358**       **Funding Difference of $21,858**
Call to Order

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

Roll Call

Board Members Present: Dan Koukol - here, Matthew Prochaska - here, Lynn Cullick - here, John Shaw - aye, Bob Davidson - here, Judy Gilmour - here

Board Members Absent: Elizabeth Flowers, Scott Gryder, Jeff Wehrli, John Purcell

Others Present: David Berault, Jill Ferko, Debbie Gillette, Jim Smiley, Dr. Amaal Tokars

New Business

- Unfunded Mandate Task Force – Member Prochaska provided background information on the task force, and said he hopes to discuss this item further at the Judicial Legislative Committee. County Clerk/Recorder Debbie Gillette said that the election office is greatly impacted financially by some of the unfunded mandates. Dr. Tokars said that the Health Department is mostly impacted by redundant services mandates, but said they are able to negotiate those with staff.

- Presentation of Kendall County Annual Financial Report for FY 2014 – Matt Schueler from Wipfli, CPAs reviewed the reports with the committee, detailing certain sections and findings.

- Petition 14-25: Amendment to the Kendall County Zoning Ordinance to allow bee keeping in residential districts – Member Gilmour provided background, and said they have reviewed state statutes on this issue, and reviewed the proposed amendment to the ordinance.

- Resolution Requiring the Audio Recording of all Standing Committee Meetings – Chairman Shaw stated that in the county’s efforts to maintain transparency. Mr. Shaw reviewed the proposed resolution, and explained why the resolution was created.
Honoring former County Board member Jessie Hafenrichter - Member Prochaska read the proposed resolution honoring former county board member Hafenrichter. Discussion following on other suggestions for honoring the former board member with a planted tree, or a plaque displayed at the county office building. There was consensus by the committee members present to ask the County Administrative Services office to research options and report at the April 16, 2015 COW meeting.

Review Draft Board Agenda – Chairman Shaw asked the committee to review the draft agenda and make any changes or additions.

Public Comment – Dr. Tokars read a letter from the Kendall County Board of Health regarding the state budget cuts and the impact on health department programs including home weatherization, medication costs, energy costs, mental health and addiction treatment.

Questions from the Media – Mr. Wyman, WSPY Media asked about the status of Alderman Bob Hyde’s appointment to the Rob Roy Drainage District. Chairman Shaw explained that after one board member researched the issue, and consulted with the State’s Attorney’s Office, the County Board was informed that there would be a conflict of interest because Mr. Hyde is an Alderman in the City of Plano. Therefore, Mr. Hyde was not approved to serve as a drainage district commissioner.

Executive Session – None needed

Items for the County Board

Approval of Petition 14-25: Amendment to the Kendall County Zoning Ordinance to allow bee keeping in residential districts

Approval of Resolution Requiring the Audio Recording of all Standing Committee Meetings

Adjournment – Member Davidson moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Cullick. There being no objection, the Committee of the Whole was adjourned at 5:01 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary