KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, May 20, 2014 at 9:00 a.m.

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
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State's Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Petition 14-06: Granting approval of a Preliminary & Final Plat of Subdivision for 4.23 Acres: Reinert Fox Road Subdivision at 12345 Fox Road
      2. Petition 14-13: Granting approval of a special use for 3437 Wolf Crossing Road for Shara Stephens D/B/A New Day Montessori School
      3. Camelot Farms Plat Extension for 1 year: Petition 08-18
      4. Proclamation Declaring Historic Preservation Month
   B. Public Safety
      1. Approval of Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation, effective upon execution until the Public Body terminates the agreement
      2. Ordinance Increasing Fees Charged by the Kendall County Sheriff's Office for the Taking of Bond in an amount not to exceed $35.00 effective May 20, 2014
      3. Ordinance Increasing fees Charged by the Kendall County Sheriff's Office for the Service of Writs in an amount not to exceed $105.00, Civil Process in an amount not to exceed $99.50 and Execute/Acknowledge Real Estate Deed of Sale in an amount not to exceed $15.00 effective May 20, 2014
      4. Discussion of a Resolution Opposing Senate Bill 3411: CNTY/MUNI-NO TICKET QUOTAS
   C. Administration/HR
   D. Highway
      1. Intergovernmental Agreement between Kendall County and Village of Oswego for construction of paths and walks on Ill. Rte. 71 as part of the Transportation Alternatives Program in an amount not to exceed $20,000
      2. Intergovernmental Agreement between Kendall County and Oswegoland Park District for construction of paths at Grove Road as part of the Transportation Alternatives Program in an amount not to exceed $6,000
      3. Intergovernmental Agreement between Kendall County and City of Plano for construction of sidewalks on Ben Street as part of the Transportation Alternatives Program in an amount not to exceed $25,000
4. Intergovernmental Agreement between Kendall County and City of Yorkville for construction of sidewalks on Ill. Rte. 47 as part of the Transportation Alternatives Program in an amount not to exceed $5,000

5. Intergovernmental Agreement between Kendall County and Village of Millbrook to provide engineering services for the improvement of roadways within the Village

6. Preliminary Engineering Services Agreement with Hampton Lenzini and Renwick for roadway improvements to Grove Road from Sherrill Road to US Route 52 in an amount not to exceed $450,730

7. Phase I Engineering Services Agreement with Willett Hofmann & Associates Inc for roadway and bridge improvements on Grove Road south of Chicago Road in an amount not to exceed $139,835.80

8. Phase II Engineering Services Agreement with HR Green for professional engineering services on Eldamain Road Extension Project in an amount not to exceed $2,888,426.09

9. Access variance ordinance providing for a private access to the north side of Fox Road just east of 12345 Fox Rd

E. Facilities Management

1. Authorization to establish Project Manager position in the Kendall County Facilities Management department effective June 1, 2014 with an annual salary amount not to exceed $50,000 annually

F. Finance Committee

1. Approve Claims in an amount not to exceed $486,864.35

2. Approve Claims in an amount not to exceed $805,960.12

3. Authorize purchase of Questica budget software, implementation, training and support in an amount not to exceed $34,995

G. Health & Environment

H. Committee of the Whole

I. Standing Committee Minutes Approval

14. Special Committee Reports

A. Public Building Commission

B. VAC

C. Historic Preservation Commission

D. UCCI

E. Board of Health

F. 708 Mental Health Board

G. River Valley Workforce Investment Board

H. Per Diem Ad Hoc

1. Resolution to modify Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the List of Eligible Meetings Attached as Exhibit A to the Resolution (Effective December 1, 2016)

2. Resolution to modify Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the Kendall County Board Rules of Order (Effective December 1, 2016)

3. Resolution Modifying forms for County Board Committee and Special Appointment Attendance Mileage Reimbursement and Salary Voucher to be completed and submitted by County Board Members
   a. County Board, County Board Committee Attendance Record
   b. Special Appointment Attendance Record
   c. Kendall County Board Mileage Log
   d. County of Kendall Board Member Salary Voucher

15. Other Business

16. Chairman's Report

   Appointments
Ken Johnson – Bristol-Kendall Fire Protection District Trustee – fill vacancy of James McCarty former Marine – expires April 2017
Mike Perkins – Little Rock-Fox Fire Protection District Trustee – 3 year term – expires April 2017
Brian DeBolt – Little Rock-Fox Fire Protection District Trustee – 3 year term – expires April 2017
Darrell Gaar – Board of Review – 2 year term – expires May 2016
Pam Gegenheimer – Board of Review – 2 year term – expires May 2016
Richard Dickson – Bristol-Kendall Fire District Representative for the Kencom Executive Board
David Stewart – Bristol-Kendall Fire District Alternate for the Kencom Executive Board

Announcements

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, April 15, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Prochaska moved to approve the submitted minutes from the Adjourned County Board Meeting of 3/19/14. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw asked to move the Finance Committee up in front of Planning, Building and Zoning under the Standing Committee Reports.

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

SPECIAL RECOGNITION

Member Gryder recognized John Schneider for his services to the Planning, Building and Zoning Department. Mr. Schneider is a lifelong resident of Yorkville. He served in our country in WWII in the United States Navy. He owned Schneider Refrigeration and Appliance. Mr. Schneider has had an active plumber's license since 1963. He was the plumbing inspector for the City of Yorkville from 1983 - 1994 and has served the county since 1984 at a rate of $37 per residential inspection and $47 for commercial inspection. Mr. Schneider was presented with a plaque for his 30 years of dedication and commitment as the Kendall County Plumbing Inspector.

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold, Yorkville stated that the Benedictine marketing plan is a great idea. He encouraged the board to pass the CASA Initiative for funding. He would like to know how many of the highway projects are using Motor Fuel Tax funding and Kendall County Transportation Sales Tax funding. He asked if the per diem demand letters have been sent.

EXECUTIVE SESSION

Member Koukol made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body and for collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

OLD BUSINESS

Public Hearing for Residential Aggregation for Electric Rates in Unincorporated County of Kendall

Chairman Shaw opened the public hearing for public comments. Chris Childress stated that since April 1st the rates are up 2.5%. ComEd's rates are due out in the May, they have requested under a new tariff to include the purchase of electricity adjustment. Chairman Shaw closed the public hearing at 9:50am.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall made comments on the March weather and the potential for storms. They had 2 deputies retrieved a child from a pond in Montgomery. The records area is complete with the high density storage.
### County Clerk Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$2,344.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$890.00</td>
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<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$30.00</td>
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<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$1,677.72</td>
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<td></td>
<td>County Clerk Fees - Recording</td>
<td>$21,870.00</td>
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<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$26,912.22</td>
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<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>$18,145.50</td>
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<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$13,856.50</td>
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<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$23,308.00</td>
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<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$2,918.00</td>
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<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$40.09</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$7,094.00</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$11,475.00</td>
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</tbody>
</table>

CK# 17542 To KC Treasurer $103,629.31

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

**Kendall County General Fund**

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

**FOLLOWING HOURS END W/03/31/2014**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual</th>
<th>2014 YTD</th>
<th>2014 YTD %</th>
<th>2013 YTD</th>
<th>2013 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Budget</td>
<td>Actual</td>
<td>2013 Actual</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$103,770</td>
<td>28.43%</td>
<td>$87,287</td>
<td>27.71%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$748,130</td>
<td>30.96%</td>
<td>$628,472</td>
<td>32.23%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$166,030</td>
<td>42.03%</td>
<td>$148,270</td>
<td>43.61%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$320,161</td>
<td>35.57%</td>
<td>$301,316</td>
<td>31.82%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$100,925</td>
<td>22.33%</td>
<td>$181,759</td>
<td>40.44%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$306,948</td>
<td>27.90%</td>
<td>$394,256</td>
<td>32.86%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$520,000</td>
<td>$160,123</td>
<td>30.79%</td>
<td>$186,945</td>
<td>34.35%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$12,090</td>
<td>30.23%</td>
<td>$8,297</td>
<td>20.74%</td>
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<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$4,817</td>
<td>13.19%</td>
<td>$7,403</td>
<td>21.16%</td>
</tr>
</tbody>
</table>

Co Board 4/15/2014
<table>
<thead>
<tr>
<th>Category</th>
<th>Amount 1</th>
<th>Amount 2</th>
<th>Percentage 1</th>
<th>Percentage 2</th>
</tr>
</thead>
<tbody>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$396,731</td>
<td>35.68%</td>
<td>35.09%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,460,000</td>
<td>$896,791</td>
<td>36.45%</td>
<td>36.25%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$103,722</td>
<td>31.43%</td>
<td>62.43%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$950,000</td>
<td>$293,400</td>
<td>34.52%</td>
<td>39.14%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$149,110</td>
<td>22.94%</td>
<td>34.70%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$3,760,914</strong></td>
<td><strong>32.37%</strong></td>
<td><strong>35.17%</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$1,581,844</td>
<td>36.79%</td>
<td>37.05%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$1,555,980</td>
<td>37.12%</td>
<td>37.05%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should at 33.32%*  

Treasurer, Jill Ferko stated that they received an accelerated payment which was posted to the Public Safety Fund; they are researching if the amount should be split between Public Safety and Transportation Tax. Property tax bills should be out in the next week or two.

**State’s Attorney**

State’s Attorney, Eric Weis stated that a claim that was filed against the Sheriff’s Office was granted summary judgment, so the case has been dismissed. Mr. Weis reminded the public about repair scams, this is the time of year they seem to pop out. They can assist in determining if they are a valid contractor.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>Year</th>
<th>Total Deaths</th>
<th>Autopsies to Date</th>
<th>Toxicology Samples</th>
<th>Cremation Permits</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014</td>
<td>94</td>
<td>3</td>
<td>7</td>
<td>47</td>
</tr>
<tr>
<td>2013</td>
<td>96</td>
<td>6</td>
<td>3</td>
<td>43</td>
</tr>
</tbody>
</table>

*Deputy Purcell presented at Oswego High School – Law Enforcement Class on March 12.*  
*Deputy Purcell presented at Oswego East High School for Operation Impact on March 13.*  
*Deputy Purcell provided a morgue tour for the Oswego High School Law Enforcement Class on March 14.*

**STANDING COMMITTEE REPORTS**

**CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $560,133.14. Member Gilmour seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $33,897.05, B&Z $1,405.14, CO CLK & RCDR $643.69, ELECTION $36,606.48, ED SRV REG $6,023.92, SHRFF $28,645.05, CRRCTNS $10,148.56, EMA $1,317.04, CRCT CT CLK $368.45, JURY COMM $7,182.20, CRCT CT JDG $8,538.45, CRNR $1,293.42, CMB CRT SRV $1,574.33, PUB DFNDR $2,789.54, ST ATTY $1,918.25, TRSR $16,266.94, EMPLY HLNH INS $154.40, OFF OF ADM SRV $317.21, CO BRD $776.02, TECH SRV $1,500.29, CAP EXPEND $20,291.50, ECON DEV EXP $5.19, CAP IMPR VND $11,355.00, LIABL INSUR EXPS $2,059.49, CO HWY $89,810.14, CO BRDG $8,220.47, TRNSPRT SALES TX $67,952.16, HLTH & HMN SRV $107,001.26, FRST PRSRV $15,872.77, ANML CNRTL EXP $975.90, CO RCDR
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Replacement for Voice Mail Server

Member Purcell made a motion to authorize the replacement of voice mail server from the General Fund in an amount not to exceed $18,000, $4,000 from the Facilities Management budget and $14,000 from contingency line item 0102-037-6999. Member Gilmour seconded the motion.

Member Purcell explained that the voice mail server needs to be replaced due to windows upgrades etc. The $4,000 from the Facilities was budgeted for the maintenance for the current system.

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

Resolution for Court Appointed Special Advocates Fund

Member Purcell made a motion to move the resolution authorizing the establishment of a Court Appointed Special Advocates Fund and a fee of $20.00 to Finance for further discussion. Member Prochaska seconded the motion.

Member Purcell stated that he would like to discuss options and get more information from different people in the court room as to what it entails. They understand the urgency of CASA and would like to look into getting them money out of contingency immediately.

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

Senior Tax Levy Grant Awards

Member Purcell made a motion to approve the Senior Tax Levy Grants in the amount of the following: Community Meals for Seniors $15,250; Community Nutrition Network $16,500; Fox Valley Family YMCA $1,000; Fox Valley Older Adult Services $54,250; Kendall County Health & Human Services $59,178; Oswegoland Seniors Inc $38,000; Prairie State Legal Service $7,000; Senior Service Associates Inc $119,000; Visiting Nurse Association $8,000.

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

COUNTY OF KENDALL
RESOLUTION 2014-12
A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2014 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 $318,178 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 2013, Fiscal Year 2014 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

- Community Meals for Seniors: $15,250
- Community Nutrition Network: $16,500
- Department of Health & Human Services: $59,178
- Fox Valley Older Adult Services: $54,250
- Fox Valley YMCA: $1,000
- Oswegoland Seniors, Inc.: $38,000
- Prairie State Legal Service: $7,000
- Senior Services Associates, Inc.: $119,000
- Visiting Nurses Association: $8,000

Approved and adopted by the County Board of Kendall County, Illinois, this 15th day of April, 2014.

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

Co Board 4/15/2014
They discussed the 5 year capital plan. They will have recommendations for salaries for the 4 year term of Sheriff, Clerk and Treasurer.

Member Purcell excused from the meeting at 10:08 am.

Planning, Building & Zoning

Amendment to the Kendall County Building Code

Member Gryder made a motion to approve. Member Wehrti seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol who abstained and Purcell who voted present. Motion carried.

Ordinance 2014-07
AMENDMENT TO THE KENDALL COUNTY BUILDING CODE
BUILDING CODE ADOPTION ORDINANCE

WHEREAS, in order to ensure public safety, health and welfare as far as they are affected by building construction, through structural strength, adequate means of egress facilities, sanitary equipment, light and ventilation, and fire safety; and

WHEREAS, in order to secure safety to life and property from all hazards incidental to the design, erection, repair, removal, demolition or occupancy of buildings, structures or premises; and

WHEREAS, in order to provide penalties for the violation of the Kendall County Building Code;

NOW THEREFORE, BE IT ORDAINED, THAT THE COUNTY BOARD OF THE COUNTY OF KENDALL THAT: the following published editions are HEREBY ADOPTED as the Building Code of the County of Kendall, State of Illinois, for the control of buildings and structures and each and all of the regulations, provisions, penalties, conditions and terms of these documents hereby referred to are made a part of this ordinance as if fully set out in this ordinance with certain insertions, deletions and changes as listed in the Kendall County Building Code, attached hereto as exhibit “A”.

International Residential Code, 2012 Edition Including Appendix F and G
Illinois State Plumbing Code, (most recently published)
International Mechanical Code, 2012 Edition

ADOPTED this 15 day of April 2014.
EFFECTIVE this 1st day June, 2014.

John Shaw
Chairman, County Board of Kendall County

ATTEST
Debbie Gillette
Kendall County Clerk

Petition 13-29 Historic Preservation Ordinance

Member Wehrti made a motion to approve petition 13-29: Granting a text amendment to the Historic Preservation Ordinance to eliminate the language for owner’s consent, change the percentage for a historic district form 100% to 51% and add language about if an owner objects. Member Gilmour seconded the motion.

Member Gryder stated that this would allow residents the ability to apply for grants. Member Wehrti stated that concerns regarding taking away the homeowner consent was taken care of by the super majority needed of the board; giving the assurance that the people’s will be taken care of.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Prochaska. Motion carried 7-1.

State of Illinois
County of Kendall

ORDINANCE # 2014-08

WHEREAS, the Kendall County Preservation Commission, an agency of the Kendall County Board is invested with certain powers and duties pursuant to the Ordinance; and

WHEREAS, the Kendall County Historic Preservation Ordinance may propose landmarks & historic districts for designation by the County Board; 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 motion and affirmative vote by the Kendall County Historic Preservation Committee on October 16, 2013 to modify the language in the ordinance.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends from ARTICLE II.2 “Powers & Authorities”, ARTICLE III.3 “Nomination of Landmarks and Historic Districts”, ARTICLE III.4 “Criteria for Designation”, ARTICLE III.8 “Recommendation of Preservation Commission” & ARTICLE III.9 “Designation” of the Kendall County Historic Preservation Ordinance as presented in Exhibit “A” attached hereto and made a part hereof.

IN WITNESS WHEREOF, this Amendment to the Kendall County Historic Preservation Ordinance was approved by the Kendall County Board on April 15, 2014.

Attest:
Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman

Petition 14-07: Text amendment to the Land Cash Ordinance

Member Gryder made a motion to approve Petition 14-07 granting a text amendment to the Kendall County Land Cash Ordinance to update the Fair Market Value.

Angela Zubko stated that a new complete overhaul of the Land Cash Ordinance was passed last year with a fair market value of $81,268, due to the new numbers from the PTAX forms the committee recommended to lower the fair market value to $72,880.

Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Gilmour. Motion carried 7-1.

State of Illinois
County of Kendall

ORDINANCE # 2014-09
AMENDMENT TO THE KENDALL COUNTY LAND CASH ORDINANCE

WHEREAS, the Kendall County Board approved the last amendment to the Land Cash Ordinance on July 16, 2013; and

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

WHEREAS, the County Board has determined that the Fair Market Value of an improved acre should be adjusted; and

WHEREAS, the County Board had the authority to adjust the fair market value anytime by official action; and

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby approves an amendment to the Kendall County Land Cash Ordinance, as presented in Exhibit “A” attached hereto and made a part hereof.

IN WITNESS WHEREOF, this Ordinance has been enacted by the Kendall County Board this 15th day of March, 2014.

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw

Resolution Opposing Illinois Senate Bill 3263

Member Gryder made a motion to approve a resolution opposing Illinois Senate Bill 3263 (Wind Energy Facilities Construction and Deconstruction Act). Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL
RESOLUTION 2014-13
A RESOLUTION OPPOSING SENATE BILL 3283 (WIND ENERGY FACILITIES CONSTRUCTION AND DECONSTRUCTION ACT)

WEREAS, Illinois law pursuant to 55 ILCS 5/5-12020 (Wind Farms) provides that a county may establish standards for wind farms and electric-generating wind devices and regulate the siting of wind farms and electric-generating wind devices; and

WEREAS, Senate Bill 3263 (Wind Energy Facilities Construction and Deconstruction Act) would transfer the authority to establish standards for and regulate the siting of wind farms and electric-generating wind devices from counties to the Illinois Department of Agriculture; and

WEREAS, the County Board of the County of Kendall believes that the authority to establish standards for and regulate the siting of wind farms and electric-generating wind devices should remain with the counties, as counties are better equipped to manage issues related to the regulation and siting of wind farms than the Illinois Department of Agriculture or any other State agency;

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

1) The County Board hereby opposes Senate Bill 3263 (the Wind Energy Facilities Construction and Deconstruction Act) and the adoption thereof; and

2) The County Board urges members of the 98th General Assembly to reject any legislative proposal that would amend the Illinois Constitution to remove counties authority over wind energy facilities; and

3) The County Board directs the Office of Administrative Services to submit this resolution to the State Senators representing Kendall County, Senator Jim Oberweis, Senator Linda Holmes, Senator Jennifer Bertino- Tarrant, and Senator Sue Rezin, and the State Representatives of Kendall County, Representative John Anthony, Representative Kay Hatcher, Representative Tom Cross, and Representative Stephanie Kifowit, and the Speaker of the House Michael Madigan, the Illinois House Republican Leader Jim Durkin, the Senate President John Cullerton, and the Senate Republican Leader Christine Radogno.

Approved and adopted by the County Board of Kendall County, Illinois, this 15th day of April, 2014.

Attest: 
Debbie Gillette
County Clerk

County Public Safety

Member Prechaska stated that they met on April 14, 2014; there were reports from the Sheriff, Coroner, Director of Emergency Management and others.

Administration/HR

Website Transparency Policy

Member Gilmour made a motion to approve a resolution adopting revisions to the Kendall County Website Transparency Policy. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County of Kendall
RESOLUTION 2014-14

A RESOLUTION ADOPTING REVISIONS TO THE
KENDALL COUNTY WEBSITE TRANSPARENCY POLICY

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 developed standards for the Kendall County website to provide the public with information in an accountable and transparent manner; and

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows;
The Kendall County Website Transparency Policy as revised, attached hereto and made a part of as Exhibit "A", is hereby adopted by the County Board of Kendall County.

ADOPTED BY THE COUNTY BOARD OF TRUSTEES OF KENDALL COUNTY THIS 15 DAY OF APRIL, 2014.

John Shaw
County Board Chairman

Debbie Gillette
County Clerk

CHC Wellness Screenings

Member Gilmour made a motion to authorize CHC Wellness Screenings between June and August 2014 for all employees enrolled in County Health Plans. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Electric Aggregation

Member Gilmour made a motion for approval of an Ordinance authorizing Aggregation of Electrical Load and adopting an Electric Aggregation Plan of Operation and Governance. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County Of Kendall
ORDINANCE NO. 14-10

Ordinance Authorizing Aggregation of Electrical Load and Adopting an Electric Aggregation Plan of Operation and Governance.

Recitals

1. Section 1-92 of The Illinois Power Agency Act ("Act"), Chapter 20, Illinois Compiled Statutes, Act 3855, titled Aggregation of Electrical Load by Municipalities and Counties, gives municipalities, townships, and counties the authority to adopt aggregate electrical for residential and small commercial retail consumers.

2. Under the Act, the County may operate an aggregation program as an opt-out program for residential and small commercial retail customers if a referendum is passed by a majority vote of the residents pursuant to the requirements under the Act.

3. The County Board of Kendall County ("County Board") submitted the question in a referendum on March 18, 2014, and a majority of the electors voting on the question voted in the affirmative.

4. The County Board hereby finds that it is in the best interest of the County to operate the aggregation program under the Act as an opt-out program and to implement the program according to the terms of the Act.

5. The Act requires the County Board to adopt an electrical power aggregation plan of operation and governance and hold not less than two (2) public hearings, prior to the implementation of an opt-out electrical aggregation program.

6. The County Board held the required Public Hearings for the Electric Power Aggregation Plan of Operation and Governance on April 10, 2014, and April 15, 2014, and provided the required public notice.

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

Section One: The County Board finds that the recitals set forth above are true and correct and incorporates them herein by reference.

Section Two: The County Board determines that it is in the best interest of the County to operate the Electric Aggregation Program ("Aggregation Program"), under the Act, as an opt-out program.

Section Three: The Aggregation Program

A. The County is hereby authorized to aggregate, in accordance with the terms of the Act, residential and small commercial retail electrical loads located in the unincorporated area within the corporate limits of the County, and for that purpose may solicit bids and enter into service agreements to facilitate the sale and purchase of electricity and related services and equipment for those loads.

B. The County may, in combination with other municipalities or counties, initiate a process jointly to authorize aggregation by a majority vote of the governing body of each particular municipality or county, as required by the Act.
C. The Aggregation Program for Kendall County shall operate as an opt-out program for residential and small commercial retail customers, with a single rate for all customer classes.

D. The Aggregation Program shall be approved by a majority of the members of the County Board.

E. The County Board, with the assistance from the Illinois Power Agency and Progressive Energy Group, has developed a Plan of Operation and Governance for the Aggregation Program ("Plan"), attached as exhibit A, and has conducted such public hearings and provided such public notice as required under the Act. The Plan provides for universal access to all applicable residential customers and equitable treatment of applicable residential customers, describes demand management and energy efficiency services to be provided to each class of customers, and meets any requirements established by law concerning aggregated service offered pursuant to the Act.

F. As an opt-out program, the County shall inform residential and small commercial retail customers of their right to opt-out of the Aggregation Program with sufficient time for them to exercise that right. The disclosure and information provided to the customers shall comply with the requirements of the Act.

G. The electric aggregation shall occur automatically for each person owning, occupying, controlling, or using an electrical load center proposed to be aggregated in the unincorporated limits of Kendall County, subject to a right to opt-out of the program as described under this ordinance and the Act.

H. The County Board hereby grants the County Board Chairman or his Vice Chairman in his absence, the authority to execute a contract without further action by the County Board and the authority to bind the County subject to the following limitations:

- The contract term shall be no longer than 48 months.
- The electric supply rate must match or be lower than any applicable Commonwealth Edison or Ameren tariffed rate, and the contract must allow County residents and small businesses to revert back to Commonwealth Edison or Ameren tariffed rates if the Commonwealth Edison or Ameren tariffed rates are ever lower than the contracted price.
- The winning electric supplier must utilize Commonwealth Edison or Ameren as the billing/invoking agent.
- The contract does not contain early termination fees.
- The contract provides the County is to be reimbursed by the winning electric suppliers for any Commonwealth Edison or Ameren charges and legal fees.

Section Four: The County Board hereby adopts the Plan as Exhibit "A", and incorporated by reference, as if fully set forth herein.

Section Five: This ordinance shall be in full force and effect after its passage by approval of the County Board.

PASSED and APPROVED by the County Board of the County of Kendall, Illinois, on the 15th day of April, 2014, and filed in the office of the County Clerk.

SIGNED by the Board Chairman of the Kendall County Board, County of Kendall, Illinois, this 15th day of April, 2014.

Board Chairman
County of Kendall, Illinois

ATTEST:
County Clerk
County of Kendall, IL

Highway

Bids for Highway and Bridge Construction

Member Koukol made a motion to approve the bid for highway and bridge construction for Ridge Road from Wheeler Road to Route 126 to Hardin Paving Services in the amount of $2,905,905.00 from Sales Tax. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for intersection improvement at Ridge Road & Ceton Farm Road to Austin Tyler Construction in the amount of $427,517.95 from Sales Tax. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Galena Road Bridge over Big Rock Creek to D Construction, Inc. in the amount of $565,839.82 from the County Bridge Fund. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Co Board 4/15/2014
Member Koukol made a motion to approve the bid for highway and bridge construction for the resurfacing of Orchard Road to Hardin Paving Services in the amount of $909,909.00 from the County Motor Fuel Tax Fund. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the resurfacing of Millbrook Road to Hardin Paving Services in the amount of $251,651.00 from the County Motor Fuel Tax Fund. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the resurfacing of Ridge Road from Caton Farm Road to Wheeler Road to D Construction, Inc. in the amount of $357,910.86 from the County Motor Fuel Tax Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Big Grove Road District Bituminous Surface treatment to Steffen’s 3-D Construction in the amount of $56,281.10 from the Township Motor Fuel Tax Fund. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Kendall Road District resurfacing to D Construction, Inc. in the amount of $51,287.00 from the Township Motor Fuel Tax Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Lisbon Road District Bituminous Surface treatment to Bonjaich Construction Company in the amount of $75,482.50 from the Township Motor Fuel Tax Fund. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Little Rock Road District resurfacing to Hardin Paving Services in the amount of $128,821.00 from the Township Motor Fuel Tax Fund. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Na-Au-Say Road District Bituminous Surface treatment to Steffen’s 3-D Construction in the amount of $28,887.25 from the Township Motor Fuel Tax Fund. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Koukol made a motion to approve the bid for highway and bridge construction for the Oswego Road District resurfacing to Hardin Paving Services in the amount of $310,310.00 from the Township Motor Fuel Tax Fund. Member Wehrli 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. 14-15

WHEREAS, bids were received at the County Highway Office on April 4, 2014 on the following listed projects:

Sec. 07-00101-00-FP, Ridge Road @ Route 126 & Wheeler Road, C.H. #11, approve the low bid of Hardin Paving Services in the amount of $2,905,905.00.

Sec. 12-00118-00-TL, Caton Farm Road & Ridge Road, C.H. #23 & C.H. #11, approve the low bid of Austin Tyler Construction in the amount of $427,517.95.

Sec. 13-00123-00-Br, Galena Road over Big Rock Creek, C.H. #9, approve the low bid of D Construction, Inc. in the amount of $565,838.82.

Sec. 14-00000-00-GM, Orchard Road, C.H. #9A, approve the low bid of Hardin Paving Services in the amount of $909,909.00.

Sec. 14-00000-01-GM, Millbrook Road, C.H. #14, approve the low bid of Hardin Paving Services in the amount of $251,651.00.

Sec. 14-00000-02-GM, Ridge Road, C.H. #11, approve the low bid of D Construction Inc. in the amount of $357,910.86.
Sec. 14-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $55,281.10.

Sec. 14-04000-00-GM, Kendall Road District, approve the low bid of D Construction, Inc. in the amount of $51,287.00.

Sec. 14-05000-00-GM, Lisbon Road District, approve the low bid of Beniach Construction Co., Inc. in the amount of $75,482.50.

Sec. 14-06000-00-GM, Little Rock Road District, approve the low bid of Hardin Paving Services in the amount of $128,821.00.

Sec. 14-07000-00-GM, Ne-Au-Say Road District, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $28,887.25.

Sec. 14-08000-00-GM, Oswego Road District, approve the low bid of Hardin Paving Services in the amount of $310,310.00.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

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

John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 15th day of April, 2014.

Debbie Gillette - County Clerk

Phase II Engineering Agreement with HR Green

Member Koukol stated that this item is not ready, still under review with the State’s Attorney’s Office.

Supplemental Engineering Agreement with H.W. Lochner, Inc

Member Koukol made a motion to approve the Supplemental Engineering Agreement for professional engineering services between Kendall County and H.W. Lochner, Inc. for completion of Phase II Engineering on the Ridge Road at Route 128 project in an amount not to exceed $55,000. Member Wehrli 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 IGM 14-14 is available in the Office of the County Clerk.

BREAK

RECONVENE

Chairman Shaw reconvened the county board meeting at 10:55 am.

Facilities

Member Koukol reviewed the minutes in the packet from the April 7, 2014 meeting.

Judicial/Legislative

Member Gilmour reviewed the minutes in the packet from the March 12, 2014 meeting.

Health & Environment

Member Gilmour stated that they met on April 14, 2014 they had reports from Soil and Water and Health Department. The Solid Waste Plan Committee will meet on May 7th and they will be finishing up the last part of the Solid Waste Plan.

Committee of the Whole
Chairman Shaw reviewed the minutes in the packet from the April 10, 2014 meeting

**STANDING COMMITTEE MINUTES APPROVAL**

Member Wehrli moved to approve all of the Standing Committee Minutes and Reports. Member Cullick 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 did not have a meeting.

VAC

Member Wehrli stated that they met on April 9th and are reviewing 3 finalists for the scholarship. Ed and Cheryl will be retiring and there is a process already in looking at their replacements.

Historic Preservation

Chairman Wehrli stated that they are meeting on April 15, 2014. They put a cemetery layer on GIS identifying current and old cemeteries. The next windshield survey will be of Na-Au-Say Township.

Board of Health

Member Wehrli stated they are meeting on April 15, 2014.

708 Mental Health Board

Member Gilmour reported that they will meet June 11th. They will listen to the presentations by the groups for funding requests.

Rivervalley Workforce Investment Board

Member Koukol stated that they met on April 9, 2014. Member Koukol read a paragraph - All residents have access to employment related services that are universal in nature no eligibility criteria needs to be met, services include information about job vacancies, career options, employment trends, construction on conducting a job search, and writing a resume and access to resources such as computers and internet. 69% more people used the office this year than the year before.

Per Diem Ad Hoc

Member Cassich stated that the next meeting is on April 22, 2014.

**CITIZENS TO BE HEARD**

Amaal Tokars, 8 S 790 Dugan Rd, Big Rock had a point of reflection on the work the County Board is doing on the topic of per diems. She stated that insurance is not a per diem, it is not a perk, and it is a necessity for families. The way insurance is organized in the United States is that it is purchased in groups. To purchase it on your own is not realistic; many Board Members have to do full time work in order to get the governance finished.

Todd Milliron, 61 Cotswold Dr, Yorkville thanked the Record staff for the editorial on the per diem. He encouraged all the Board Members to attend the per diem meetings.

**ADJOURNMENT**

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

Approved and submitted this 6th day of May, 2014.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td></td>
<td>$605.00</td>
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<tr>
<td>County Clerk Fees - Marriage License</td>
<td></td>
<td>$1,020.00</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
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<td>County Clerk Fees - Misc</td>
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<td>$2,186.00</td>
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<tr>
<td>County Clerk Fees - Recording</td>
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<td>$20,985.00</td>
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<tr>
<td>01010061205 Total County Clerk Fees</td>
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<td>$24,826.00</td>
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<tr>
<td>01010001185 County Revenue</td>
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<td>$17,581.25</td>
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<td>38010001320 Doc Storage</td>
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<td>$12,925.00</td>
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<tr>
<td>51010001320 GIS Mapping</td>
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<td>$21,567.00</td>
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<td>37010001320 GIS Recording</td>
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<td>$2,683.00</td>
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<td>01010001135 Interest</td>
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<td>01010061210 Recorder's Misc</td>
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<td>$2,676.50</td>
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<td>81010001320 RHSP/Housing Surcharge</td>
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<td>$10,890.00</td>
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</table>

CK # 17562 To KC Treasurer $93,178.40

Death Certificate Surcharge sent from Clerk's office $1140.00 ck # 17560
Dom Viol Fund sent from Clerk's office $175.00 ck 17561
**Kendall County General Fund**

**Quick Analysis of Major Revenues and Total Expenditures for Five Months Ended 04/30/2014**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
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<tbody>
<tr>
<td>Personal Property REPL. Tax</td>
<td>$365,000</td>
<td>$190,211</td>
<td>52.11%</td>
<td>$169,225</td>
<td>53.72%</td>
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<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$990,646</td>
<td>41.11%</td>
<td>$1,067,914</td>
<td>54.78%</td>
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<td>Local Use Tax</td>
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<td>53.57%</td>
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<td>State Sales Tax</td>
<td>$900,000</td>
<td>$374,790</td>
<td>41.64%</td>
<td>$365,656</td>
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<td>28.28%</td>
<td>$194,904</td>
<td>48.73%</td>
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<td>Circuit Clerk Fees</td>
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<td>$387,054</td>
<td>35.19%</td>
<td>$497,837</td>
<td>41.49%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$520,000</td>
<td>$200,798</td>
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<tr>
<td>Building and Zoning</td>
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<td>27.88%</td>
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<tr>
<td>Interest Income</td>
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<tr>
<td>Health Insurance - Empl. Ded.</td>
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<td>$473,450</td>
<td>43.02%</td>
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<tr>
<td>1/4 Cent Sales Tax</td>
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<td>$1,065,625</td>
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<td>$1,043,455</td>
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<td>Correction Dept. Board &amp; Care</td>
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<td>Sheriff Fees</td>
<td>$850,000</td>
<td>$204,989</td>
<td>31.54%</td>
<td>$338,825</td>
<td>48.28%</td>
</tr>
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**TOTALS** | $11,619,053 | $4,736,468 | 40.78% | $5,101,408 | 46.48% |

| PUBLIC SAFETY SALES TAX | $4,300,000 | $1,885,715 | 44.09% | $1,861,423 | 44.32% |
| TRANSPORTATION SALES TAX | $4,300,000 | $1,881,309 | 43.75% | $1,861,423 | 44.32% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 5 months the revenue and expense should be at 41.85%.

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2014 YTD Actual</th>
<th>2013 YTD</th>
<th>2013 YTD</th>
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<tbody>
<tr>
<td>EXPENDITURES</td>
<td>$28,518,158</td>
<td>$11,608,430</td>
<td>43.78%</td>
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KENDALL COUNTY CORONER
April FY 2014 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>
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<td>VVednesday, April 02, 2014</td>
<td>1404009 *</td>
<td>5:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nulll ingHome</td>
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<td>Natural</td>
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<td>N</td>
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* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours 59% 16:27

Autopsies
Two (2) autopsies were performed in the month of April.

Statistics:

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<th>2014 Statistics</th>
<th>Stats for Same Period in 2013</th>
<th>Difference</th>
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<td>Autopsies to Date......</td>
<td>121</td>
<td>123</td>
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<tr>
<td>Autopsy Samples...</td>
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<td>Cremation Permits...</td>
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Coroner's Office Personnel Update:

* Deputy Purcell presented at Yorkville High School - Operation Impact on April 3.
* Deputy Purcell presented at Oswego High School for Operation Impact on April 8.
* Deputy Purcell was a panellist/speaker at the Heroin Forum in Minooka on April 10.
* Deputy Purcell presented to 2 Law Enforcement classes at IVVC on April 17.
* Coroner Toftoy attended the IACO Spring Conference in Springfield, IL April 27 - 30.
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich (6:34), Vice-Chair Judy Gilmour, Lynn Cullick (6:53) and Jeff Wehrli
Absent: None
Also present: Planning & Zoning Manager: Angela Zubko
In the audience: Ron Reinert, Jay Beckendorf, County Board member Matt Prochaska, Scott Friestad, Kristin Friestad and Bob Friestad

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

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from April 7, 2014. Jeff Wehrli seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Judy Gilmour made a motion to approve the expenditure report in the amount of $15,439.13 and forward it onto the Finance Committee, Jeff Wehrli seconded the motion. With a roll call vote all in attendance agreed and the motion was approved.

PETITIONS-
#14-06 Reinert Fox Road Subdivision
Planner Angela Zubko did an overview of the request stating the property is located at 12345 Fox Road on the north side about 0.2 miles east of Highpoint Road. The petitioners are seeking approval of a preliminary & final plat for a 2 lot subdivision in which 1 lot is already built on. The property was rezoned in 1994 for 2 homes but never subdivided. During the approval of the rezoning there was much discussion on water issues and the soils having extremely high groundwater elevations. Staff deferred to the Health Department, engineers and soil and water conservation district on this issue in which the Health Department had one comment: that this lot has shallow seasonal high water table (less than 12 inches in some borings) observed on Lot 2. This condition may prevent the installation of a conventional septic tank/soil absorption system. The modification of present site conditions, and/or the need for alternative wastewater treatment systems, may need to be considered. Also in 1994 the Highway Department requested only 1 access point off Fox Road and that it line up with the driveway across the street. Since then a moon shaped driveway has been installed and they are requesting another entrance from the Highway Department, the petitioner will need to request a variance from the Highway Department to add another access point at this time. Mr. Fran Klaas stated that no

5.12.14 PBZ Meeting Minutes
ROW needs to be dedicated at this time due to the proposed realignment of Fox. This part of Fox will be a local street so he is not too worried about acquiring any ROW or the variance for another access.

The petitioner will have 2 lots, lot 1 will be 90,329.21 square feet including the ROW and lot 2 will be 94,072.57 square feet including the ROW. Since they currently own to the center of the roadway staff could count that towards their square footage. Our consulting engineer had two comments that have since been taken care of. Staff recommends approval of the requested preliminary and final plat with no conditions. The ZPAC and Plan Commission recommended approval of the preliminary and final plat.

Mr. Gryder stated his concerns were taken care of during ZPAC from Fran Klaas from the Highway Department and Megan Andrews from the Soil and Water Conservation District. Ms. Gilmour asked if the proposed access will be another moon shaped driveway. Mr. Reinert stated no it would just be a single driveway. Mr. Wehrli asked about the top of foundation if it will match the existing home. Mr. Reinert stated it will be about 14 inches taller due to the newer elevation of Fox Road.

With no further suggestions or changes Judy Gilmour made a motion, seconded by Jeff Wehrli to recommend approval and forward the petition onto the next County Board meeting. With a roll call vote, all were in favor.

#14-13 New Day Montessori School
Planner Zubko stated in your packet is a draft ordinance for 3437 Wolf Crossing Road. This is rectifying a 2008 resolution authorizing the settlement of a lawsuit that took place. Back in 2008 the director was of the opinion the resolution was enough for this property to have a special use. Since then Planner Zubko has received a couple phone calls wondering if the special use was with the land. Planner Zubko asked for assistance from the SAO which stated this property really should have a special use permit/ordinance. Everything in the ordinance is straight from the settlement.

Mr. Gryder asked if this was a housekeeping item or can we make any changes. Planner Zubko stated it’s a housekeeping item. Ms. Gilmour asked why it was denied at that time. Mr. Wehrli was here at the time and stated it was basically due to traffic.

Jeff Wehrli made a motion to approve and forward the petition onto the next County Board meeting. Judy Gilmour seconded the motion. All were favor and the motion passed.

PUBLIC COMMENT
Michele Ali - Ms. Michele is not in attendance tonight

Jay Beckendorf introduced himself and stated he’d like to comment on the asphalt plant out on quarry road. As the mayor of Lisbon, he would like a public comment period, maybe some berms or lighting concerns. He stated the neighbors moved in next to a mine that does not run 24 hours a day and is worried about truck traffic. Also the asphalt plant is suppose to be temporary and now heard it might be forever. He stated the Quarry Road intersection is not good to get out of and there will be more traffic with concrete crushing. His other concern is the trucks driving through the Village of Lisbon and there is a school on that roadway. He is of the opinion more needs to be done to help the residents. He also is of the opinion the plant is too close to the roadway.
Scott Friestad also wanted to comment on the asphalt plant. In the 90's a couple mines were petitioned and the County Board held back to get comments from the community. He's a little concerned about the plant asking what ordinance they would fall under. He would request it be done correctly.

Kristin Friestad stated they are right across the street from the quarry and asphalt plant. They are not against the businesses in the area but want to make sure they have to follow the same rules everyone else needs to follow.

Bob Friestad stated he would like them to be a good neighbor. He has a field right across the plant and has had to pick up garbage three different times. Also he was under the impression commercial buildings need a concrete foundation. He stated they have a building that's just a pole barn with no foundation.

**NEW BUSINESS**

1. Camelot Farms Plat Extension for 1 year; Petition #08-18- Planner Zubko in the packet you will see a letter from Camelot Farms from 2009. The petitioner is requesting another 1 year extension to record the final plat. The property is located at 55 Chippewa Drive. Jeff Wehrli made a motion to approve the extension and forward it onto the next County Board meeting, Judy Gilmour seconded the motion. Mr. Wehrli stated they are a neighbor of his and they're trying to do the right thing. All were in favor and the motion was approved.

Lynn Cullick is in attendance.

**OLD BUSINESS**

1. Update on Asphalt plant at 16805 Quarry Road- discuss options and vote on how to proceed- Planner Zubko stated she has been on contact with the owner and their lawyers. It sounded like they were going to apply by the deadline of April 30th and then Planner Zubko did not receive an application so Planner Zubko called the lawyer on May 1st and the Lawyer stated they planned to apply within the next few weeks. Planner Zubko then sent an email to confirm a date to submit in writing and has not received any feedback. Planner Zubko would like to know how the Committee would like to proceed if he does not submit by the end of the month. Member Wehrli would like to see it done correctly. Ms. Cesich stated this is a little harder since the permit was granted. Ms. Gilmour wanted to ask Mayor Beckendorf if Lisbon has had any contact with the asphalt plant. Mayor Beckendorf stated they were supposed to meet with D Construction to address their concerns but have not yet. Ms. Cullick thinks this should go to the Committee of the Whole for the full board to discuss. Ms. Gilmour stated she also agrees due to concerns from the neighbors and the Village of Lisbon. Mr. Wehrli made a motion for this to be sent to the COW and would like to invite the owner and their lawyers to attend. Lynn Cullick seconded the motion. All were in favor and the motion was approved.

**UPDATE ON HISTORIC PRESERVATION**- A Proclamation declaring Historic Preservation Month in Kendall County for the month of May- Planner Zubko stated the Historic Preservation Commission made a motion to forward the Proclamation to the County Board meeting on May 20th. This Committee does not need to vote to take this to County Board but didn’t want it to be a surprise on the agenda.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- No update at this time. Planner Zubko stated this meeting currently conflicts with the Community Excellence class she is taking at Waubonsee College. Planner Zubko is really enjoying the class and so far she has learned about being a good leader, government structures and labor law.
PROJECT STATUS REPORT—Reviewed
Planner Zubko stated she has been contacted about a possible cultivation center in unincorporated Kendall County and a text amendment would run simultaneously with the petition. There was some discussion on the process and what we would do.

PERMIT REPORT—Reviewed

REVENUE REPORT—Reviewed

CORRESPONDENCE—None

EXECUTIVE SESSION—None

ADJOURNMENT—Next meeting will be on June 9, 2014
Judy Gilmour made a motion to adjourn the meeting. Lynn Cullick seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:15 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
ORDINANCE NUMBER 2014 - ______

GRANTING APPROVAL OF A PRELIMINARY AND FINAL PLAT OF SUBDIVISION FOR 4.23 ACRES
REINERT FOX ROAD SUBDIVISION

WHEREAS, George & Ronald Reinert have filed a petition for a preliminary and final plat within the R-2 Single Family Zoning District for a 4.23 acre property located on the north side of Fox Road, 0.2 miles east of Highpoint Road commonly known as 12345 Fox Road, (PIN# 04-01-402-004), in Fox Township; and

WHEREAS, said property is currently zoned R-2 Single Family Residential; and

WHEREAS, the County Board of Kendall County, Illinois did grant the petitioner said request for rezoning from A-1 Agricultural to R-2 Single Family residential for two lots as Ordinance 1994-01 on December 21, 1993; and

WHEREAS, said property is legally described as:

THAT PART OF THE EAST ¼ OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FOX ROAD WITH THE CENTER LINE OF FOX COURT; THENCE NORTHEASTERNLY ALONG SAID FOX ROAD CENTER LINE, 254.61 FEET FOR A POINT OF BEGINNING; THENCE NORTHEASTERNLY ALONG SAID FOX ROAD CENTER LINE 290.23 FEET TO THE EAST LINE OF SUB LOT 7 IN SAID SECTION 1 AS DEPICTED ON A PLAT RECORDED IN PLAT BOOK 3 ON PAGE 1; THENCE NORTHERLY ALONG SAID EAST LINE, 506.73 FEET TO THE SOUTHERLY LINE OF THE BURLINGTON NORTHERN RAILWAY COMPANY RIGHT-OF-WAY; THENCE SOUTHWESTERNLY ALONG SAID SOUTHERLY LINE 509.90 FEET TO THE NORTHEASTERLY LINE, EXTENDED NORTHERLY, OF LOT B AS DEPICTED ON THE PLAT OF FOX STATION RECORDED IN PLAT BOOK 4, PAGE 99; THENCE SOUTHERLY ALONG SAID EXTENDED, NORTHEASTERLY LINE AND SAID NORTHEASTERLY LINE, 238.34 FEET TO THE SOUTHEASTERLY CORNER OF SAID LOT B; THENCE NORTHEASTERLY ALONG THE SOUTHEASTERLY LINE OF SAID LOT B EXTENDED, 56.37 FEET TO A LINE DRAWN NORTHEASTERLY, PARALLEL WITH SAID NORTHEASTERLY LINE OF LOT B, FROM THE POINT OF BEGINNING; THENCE SOUTHEASTERLY ALONG SAID PARALLEL LINE, 207.40 FEET TO THE POINT OF BEGINNING IN FOX TOWNSHIP, KENDALL COUNTY, ILLINOIS.

EXCEPT THAT PART OF THE SOUTHEAST QUARTER OF SECTION 1, TOWNSHIP 36 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE INTERSECTION OF THE CENTER LINE OF FOX ROAD WITH THE CENTER LINE OF FOX COURT IN "FOX STATION"; THENCE NORTHEASTERLY ALONG SAID FOX ROAD CENTER LINE, 254.61 FEET TO A LINE DRAWN PARALLEL WITH AND 254.33 FEET, NORMALLY DISTANT, EASTERNLY OF SAID FOX COURT CENTER LINE FOR A POINT OF BEGINNING; THENCE NORTHWESTERLY ALONG SAID PARALLEL LINE 45.09 FEET; THENCE NORTHEASTERLY PARALLEL WITH SAID FOX ROAD CENTER LINE 305.65 FEET TO THE EAST LINE OF SUB LOT 7 OF SAID SECTION 1; THENCE SOUTHWESTERLY ALONG SAID EAST LINE 47.21 FEET TO SAID FOX ROAD CENTER LINE; THENCE SOUTHWESTERLY ALONG SAID CENTER LINE, 290.23 FEET
TO THE POINT OF BEGINNING IN FOX TOWNSHIP, KENDALL COUNTY, ILLINOIS AND CONTAINING 0.308 ACRES, OF WHICH 0.169 ACRES IS IN THE EXISTING FOX ROAD RIGHT-OF-WAY.

WHEREAS, all procedures required by the Kendall County Subdivision Control Ordinance were followed including notice for public hearing and favorable recommendation from the Zoning, Platting Advisory Committee in accordance with Section 7.02 and Section 7.04 of the Subdivision Control Ordinance, and recommendation for approval by the Kendall County Regional Plan Commission on April 23, 2014; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby approves a preliminary and final plat of subdivision for said tract of land entitles “Reinert Fox Road Subdivision” included as “Exhibit A” attached hereto and incorporated herein.

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

IN WITNESS OF, this ordinance has been enacted on May 20th, 2014.

Attest:

Debbie Gillette  John Shaw
Kendall County Clerk  Kendall County Board Chairman
EXHIBIT A

REINERT FOX ROAD SUBDIVISION

LEGAL DESCRIPTION

The property described commences with Section 1, Township 3 North, Range 4 East of the Third Principal Meridian, a tract identified as follows: commencing at the northwest corner of the Section of Section 1, Township 3 North, Range 4 East of the Third Principal Meridian, thence north along the west line of Section 1, thence east along the north line of Township 3 North to the west line of Section 4, thence south along the west line of Section 4 to the south line of Township 4 North, thence west along the south line of Township 4 North to the west line of Section 1, thence north along the west line of Section 1 to the point of beginning, subject to all easements and reservations hereinbefore mentioned. Said tract is located in Vector County, Illinois.

SOIL IDENTIFICATION

1A = Elston Clay Loam
368A = Silt Loam
1B = Elsberry Clay Loam

OWNER/DEVELOPER

GEORGE & RAYMOND REINERT
1250 REINERT STREET
YORKVILLE, ILLINOIS 60560
PHONE: 630-928-1271

SURVEYING & ENGINEERING

RB & Associates Consulting, Inc.
4 WERS MAIN STREET, SUITE 201
P.O. BOX 595
P.O. BOX 595
PLAINFIELD, ILLINOIS 60545
PHONE: 630-921-7445

SITE BENCHMARK

East point of the 3rd Principal Meridian. The distance and bearing of the southernly line along the 3rd Principal Meridian shall be as follows:

TOTAL AREA = 184,401.78 SQ.FT.
4.4333 ACRES

LOCATION MAP

PREPARED MARCH 20, 2014
REVISED APRIL 28, 2014 - WBC COMMENTS

PRELIMINARY/FINAL PLAT
REINERT FOX ROAD SUBDIVISION

LEGAL DESCRIPTION

The property described commences with Section 1, Township 3 North, Range 4 East of the Third Principal Meridian, a tract identified as follows: commencing at the northwest corner of the Section of Section 1, Township 3 North, Range 4 East of the Third Principal Meridian, thence north along the west line of Section 1, thence east along the north line of Township 3 North to the west line of Section 4, thence south along the west line of Section 4 to the south line of Township 4 North, thence west along the south line of Township 4 North to the west line of Section 1, thence north along the west line of Section 1 to the point of beginning, subject to all easements and reservations hereinbefore mentioned. Said tract is located in Vector County, Illinois.

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TOTAL AREA = 184,401.78 SQ.FT.
4.4333 ACRES

LOCATION MAP

PREPARED MARCH 20, 2014
REVISED APRIL 28, 2014 - WBC COMMENTS
ORDINANCE NUMBER 2014 - _____

GRANTING SPECIAL USE
3437 WOLF CROSSING ROAD
SHARA STEPHENS D/B/A NEW DAY MONTESSORI SCHOOL

WHEREAS, Shara Stephens d/b/a New Day Montessori School filed a petition for a Special Use within the A-1 Agricultural Zoning District for the operation of a day care and school facility pursuant to Section §7.01.D.28 of the Kendall County Zoning Ordinance for a 2.6 acre property located on the north side of Wolf Crossing Road, west of Southbury Boulevard, commonly known as 3437 Wolf Crossing Road, (PIN# 03-16-176-002), in Oswego Township; and

WHEREAS, the subject property is improved with an existing single family residence which does not comply with the required front yard setbacks in the A-1 Zoning District; and

WHEREAS, said petition is to allow the operation of a day care and school facility with a maximum of 30 students; and

WHEREAS, said property is legally described as:


WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.1 of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on January 23, 2007; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, and operation of the special use will not be detrimental to, or endanger, the public health, safety, morals, comfort, or general welfare.
(Staff) FALSE, as proposed. The proposed number of students (80), while less than originally proposed, will be generating an additional traffic burden in an area noted for residential usage - notwithstanding traffic studies to the contrary. The proposed hours of operation are from 7:00 am to 6:00 pm. Parents dropping off and picking up their children will be generating traffic backups when attempting to make left turns into the site, at times where the morning and evening rush hour traffic is already substantial. Once Wolf Crossing Road is upgraded to 5 lanes, the additional carrying capacity of the road will be such as to lessen this burden. As well, a student count of 30 or less will create a minimal traffic burden on the existing two-lane Wolf Crossing Road.

(Hearing Officer) There is a strong likelihood that the proposed special use as requested with 80 students will be detrimental to the public safety and general welfare. Traffic will increase at certain drop-off and pick-up times. Petitioner's traffic studies while showing that a left turn is unwarranted, is not convincing that there will not be ingress and egress dangers created on the well traveled two-lane road. The issue then becomes whether these traffic issues can be minimized by reducing the number of students in attendance.

That the special use will not be 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.

(Staff) FALSE, as proposed. The property immediately surrounding the site is in residential usage. The traffic levels during drop-off and pick-up of students may very well be injurious to the use and enjoyment of adjacent residential property. While the subject property is zoned A-1 Agricultural, property in the immediate vicinity along the north side of Wolf Crossing Road is zoned R-2 and R-3 One Family Residential, and the property across the street is in residential usage in the Village of Oswego. While the petitioner is providing a level of screening of the proposed parking area from view of these properties, it is doubtful that the proposed use at the proposed scale can be considered compatible with the surrounding area. After Wolf Crossing Road is upgraded to five lanes, it is anticipated that the area of Wolf Crossing Road between Route 34 and Douglas Road will transition to a mixture of residential and non-residential uses. As such, the compatibility of the proposed use with surrounding uses will gradually increase. Additionally, with a student population at 30 or under, the proposed use will more than likely blend in with the surrounding residential uses and not substantially diminish or impair property values within the two-lane Wolf Crossing Road neighborhood.

(Hearing Officer) The special use of a school/child care facility should not be injurious to the use or enjoyment of nearby property, which is mostly large lot residential. Schools are placed in residential areas to accommodate the needs of young families. While not a public school, this facility is based upon a Montessori teaching method, which has a proven track record. The negative effects of this special use, such as noise, will be minimized by maintaining mostly indoor activities. All activities including the transportation of the students will occur during the less intrusive daytime. The size of the parcel (2.6 acres) will permit buffering and landscaping, particularly around the parking lot. The existing building with the proposed addition will preserve the residential character of the area. The proposed raising of goats on the premises will not adversely effect the nearby property owners if property contained.

That the establishment of the special use will not impede the normal and orderly development and improvement of surrounding property for uses permitted in the district.
(Staff) FALSE, as proposed. The scale of the proposed use will create, in effect, a commercial use surrounded on three sides by residential usage (to the north is a golf course). This may have the effect of accelerating the conversion of this area of Wolf Crossing Road from residential to commercial usage, which by definition will impede the normal and orderly development and improvement of surrounding property for uses permitted in the area. With a student population of 30 or less, the level of impediment to the normal and orderly development and improvement in the area of the two-lane Wolf Crossing Road is minimal.

(Hearing Officer) This proposed special use will not impede surrounding development. This is the type of commercial use, which complements the residential development since it provides an essential service in a convenient and unobtrusive setting. There is no indication that property values will decrease, and may in the greater area increase values since it will be meeting the community need for child care and pre-school. This is not the type of use that will accelerate commercial growth in the way that a convenience store or gas station would.

That adequate utilities, access roads, drainage, and/or other necessary facilities have been or are being provided.

(Staff) FALSE, as proposed. The petitioner has not proposed the provisioning of a left turn lane on Wolf Crossing Road to allow for through eastbound traffic to travel unimpeded. In addition, there is no provision for additional parking to handle activities at the day care that involve parent attendance and/or participation. With a student population of 30 or less, the need for turn lanes is minimal. Once Wolf Crossing Road is upgraded to five lanes with paved shoulders, the need for turn lanes is eliminated.

TRUE, to the extent that the site has – or will have – adequate utilities, drainage, and employee parking.

(Hearing Officer) There are adequate public utilities on the property. The existing building with the proposed addition will accommodate the child care/pre-school use for a reasonable number of students. The existing driveway provides an adequate access to the roadway. The pond on the premises presents safety issues that must be addressed. There is adequate space for a parking lot on the property. However, these same features most likely will not support the proposal for 80 students.

That adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

(Staff) FALSE, as proposed. As mentioned previously, the level of vehicles entering the site during morning drop-off and evening pick-up of students will increase traffic congestion on Wolf Crossing Road. At a student population of 30 or less, the additional traffic congestion is minimal. As well, once Wolf Crossing Road is upgraded to five lanes with paved shoulders, traffic flow will be improved, the need for turn lanes is eliminated.

(Hearing Officer) As proposed, there have been no measures taken to minimize traffic congestion, except to suggest that Wolf Crossing Road can handle the increased traffic from 80 students. Wolf Crossing Road is a highly traveled two-lane road, which needs to be upgraded. Traffic ingress and egress from this property is a serious safety concern. The most persuasive approach is to limit the frequency of the ingress and egress by limiting the number of students.

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.

(Staff) TRUE, if the requested variances to the County’s parking prohibition inside required yard areas, and
a variance to the County's front yard area requirement for construction of the proposed addition to the primary structure, are approved.

(Hearing Officer) This finding is met to the extent that the ZBA has granted a front yard variance for the construction of the addition. However, with the denial of a setback variance for the parking lot, the petitioner must reconfigure the shape of the parking lot and its location.

That the special use is consistent with the spirit of the Land Resource Management Plan and other adopted County or municipal plans and policies.

(Staff) TRUE. The County's LRMP designates this area as "Contiguous Growth Area-Suburban Residential", which contemplates a mixture of uses.

(Hearing Officer) This special use is consistent with Kendall County's LRMP designation of this area as Contiguous Growth-Suburban Residential. This designation contemplates a mixture of uses.

WHEREAS, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and denied said petition on April 17, 2007; and

WHEREAS, a suit was filed naming County of Kendall as the defendant in case number 07 MR 50, Shara Stephens and New Day Montessori, Inc. v. County of Kendall, State of Illinois, n/k/a Kendall County; and

WHEREAS, Resolution 08-36 was approved authorizing the settlement of the 07 MR 50 lawsuit on November 5, 2008; and

WHEREAS, pursuant to Resolution 08-36 and the Settlement Agreement and Release for the above cited case, a special use permit shall be granted to said property; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Special Use zoning permit for the use indicated in the recitals section of this Ordinance and as indicated on the submitted Site Plan included as Exhibit "A" attached hereto and incorporated herein, subject to the following conditions:

1. The maximum enrollment shall be limited to thirty (30) students with three (3) staff members. Any future expansion of the use will require submittal of an amendment to the Special Use for review and approval.
2. Goat manure shall be stored in enclosed dumpsters and removed from the site as appropriate.
3. Dedication of an additional 17' of right-of-way to the Village of Oswego will be required prior to issuance of a building permit to provide a total R.O.W. width of 50' from the
centerline along Wolf Crossing Road.

4. The site shall be developed in substantial conformance with the site plan attached as Exhibit A.

5. A Site Development permit and engineering/landscape plan will need to be submitted for review and approval prior to the issuance of a building permit. The plans shall include:
   a. A detailed landscape plan which includes a planting plan for the berm that utilizes “salt tolerant” species that provide 100% screening year round.
   b. A plan for tree protection and preservation indicating that the existing tree line along the east and west sides of the property will be retained.
   c. Details demonstrating that the fencing to be employed around the goat enclosure is adequate to contain the animals.
   d. Details demonstrating that the fencing and signage to be employed around the pond is appropriate to minimize the hazard of drowning.
   e. Parking stalls must be 9' x 20' to comply with today’s parking ordinance and access ways and circulation aisles shall be designed to adequately accommodate emergency service vehicles.
   f. There must be a hard surfaced walkway from the handicap stall to the nearest entrance a minimum of 6' wide.
   g. Must locate on the site plan one loading space that is 12' x 30' unless the Board decides it is not needed.
   h. Show signage for circulation pattern and stop sign onto Wolf Crossing to alert drivers.
   i. A photometric plan shall be submitted to demonstrate that any exterior lighting or parking lot lighting shall not exceed 0.2 foot candles at the property line.

6. Review and approval of the proposed well and septic systems prior to issuance of a building permit.

7. The special use may not open for business until it has been determined by the Kendall County PBZ Department that the existing structure meets the building code requirements for commercial structures including those requirements of the local fire protection district and issuance of an occupancy permit.

8. The structure on the property will also be used as a single family residence with shared parking for 1 employee.

9. In the event a drop off or by-pass lane is required for safety reasons, the petitioner is willing to incorporate these changes into the site design.

10. The parking stalls, a walking path from the handicap stall and up to the ROW must be paved. The remaining driveway shall be paved with asphalt within five (5) years of the date of the adoption of this ordinance.

11. Signage must comply with the provisions of the sign regulations of the Kendall County Zoning Ordinance.

12. Any change or modification to the Special Use that does not modify the original intent, purpose, or need for the Special Use, shall be submitted to and reviewed by the Planning, Building, & Zoning Department. Notice that if a change or modification is sought it shall be provided by the applicant in the manner provided in 55 ILCS 5/5-12009.5. Upon
proper notice, the Planning, Building, & Zoning Department shall forward the request for change or modification to the Planning, Building & Zoning Committee. The Committee may return the matter to ZPAC and/or Plan Commission for further consideration and findings or forward the matter to the full County Board to grant, deny, or return the requested change or modification to the Committee for further consideration and findings.

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

IN WITNESS OF, this ordinance has been enacted on May 20th, 2014.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
EXHIBIT A

SITE DEVELOPMENT PLAN
MORRISON SURVEYING CO., INC.
5081 W Chicago Blvd, Berwyn, Illinois 60404-5126
Phone (630) 963-8620 FAX (630) 963-8620

THAT PART OF THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER OF SECTION 16, TOWNSHIP 37, NORTH, RANGE 11, EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: BEGINNING AT THE NORTHEAST CORNER OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; THENCE WEST ALONG THE NORTH LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, NORTH 89 DEGREES 22 MINUTES 21 SECONDS WEST, 300 FEET; THENCE SOUTH PARALLEL WITH THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER, SOUTH 00 DEGREES 12 MINUTES WEST, 429.74 FEET TO THE CENTERLINE OF THE "OSWEGO-WOLF'S CROSSING ROAD"; THENCE NORTHEASTERLY ALONG SAID CENTERLINE, NORTH 81 DEGREES 22 MINUTES EAST, 303.08 FEET TO THE EAST LINE OF SAID SOUTHEAST QUARTER OF THE NORTHWEST QUARTER; NORTHEAST ALONG THE EAST LINE OF SAID SOUTH QUARTER OF THE NORTHWEST QUARTER, NORTH 00 DEGREES 12 MINUTES EAST, 350.88 FEET TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDAL COUNTY, ILLINOIS.

LEGEND
- FOUND IRON ROD
- X EXIST. " TREE
- X EXIST. TREE TO BE REMOVED
- 12' CULVERT
- X X PROP. CHAIN LINK FENCE
- EXISTING CONTOUR
- +659.0 PROPOSED CONTOUR
- +675.6 PROPOSED SPOT ELEV
- DRAINAGE FLOW
- S SALT FENCE/AILS
- EXIST. TREELINE
- X PROPOSED LIGHT POLE
- ----- MOUNTED LIGHT

LEGEND FOR ALL LANDSCAPE BORDERS:
- = CRANESBURY TREE
- = COMMON VINE
- = SCISSOR ARBORICUT (ELM/REDWOOD)

PROPOSED R.O.W. (50' N of EXIST. E)
EXISTING R.O.W. (AS MONUMENTED)

SITE BENCHMARK

STATE OF ILLINOIS
COUNTY OF KENDAL

COUNTY PROFESSIONAL LAND SURVEYOR NO. 35-257

NOTE: ENCLOSURE TRASH AREA TO BE CONSTRUCTED OF BOARD ON BOARD FENCING

REVIEWED 10/2/06, 1/16/07, 3/2/07, 3/22/07, 4/11/07, 10/29/08

ORDERED BY: NEW DAY MONTESOSO INC.

SCALE: 1"=50' ORDER NO. 2797
A PROCLAMATION

Declaring Historic Preservation Month in Kendall County, Illinois

WHEREAS, historic preservation is an effective tool for managing growth and sustainable development, revitalizing neighborhoods, fostering local pride and maintaining community character while enhancing livability; and

WHEREAS, historic preservation is relevant for communities across the nation, both urban and rural, and for Americans of all ages, all walks of life and all ethnic backgrounds; and

WHEREAS, it is important to celebrate the role of history in our lives and the contributions made by dedicated individuals in helping to preserve the tangible aspects of the heritage that has shaped us as a people; and

WHEREAS, "New Age of Preservation: Embark, Inspire, Engage," is the theme for National Preservation Month 2014, cosponsored by Kendall County and the National Trust for Historic Preservation

THEREFORE, the Board of Kendall County do proclaim May 2014 as National Preservation Month, and call upon the people of Kendall County to join their fellow citizens across the United States in recognizing and participating in this special observance.

ADOPTED BY THE COUNTY BOARD THIS 20th DAY OF May, 2014.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
Call to Order and Pledge Allegiance  Chair Matthew Prochaska called the meeting to order at 10:00 a.m. and led those present in the Pledge of Allegiance.

Roll Call

Committee Members Present: Amy Cesich, Judy Gilmour, Matthew Prochaska, and Scott Gryder

Committee Members Absent: Elizabeth Flowers

Others Present: Sheriff Richard Randall, Chief Deputy Scott Koster, Commander Joe Gillespie, Commander Rob Wollwert, Coroner Ken Toftoy

Approval of the Agenda – Member Cesich made a motion to approve the agenda, second by Member Gilmour. With all in agreement, the motion carried.

Approval of Minutes – Member Gilmour made a motion to approve the March 10, 2014 meeting minutes, second by Member Gryder. With all in agreement, the motion carried.

Public Comment – None

Ken Com Report – As submitted

Personnel: CPR Recertification was held on April 8th and April 10th

Information: National Telecommunicator’s Week is Sunday, April 13 - Saturday, April 19, 2014

Coroner’s Report – As submitted. Coroner Toftoy reported 29 calls to the office in the month of March 2014.
EMA Report — Director Gillespie reported that he attended the ILEAS conference.

- Hosted two training sessions at the HHS, one on Disaster Assistance and one on Debris Management.

- Testing of the sirens, STARCOM and WSPY EAS was conducted on the first Tuesday of the month.

Director Gillespie stated that the Search and Rescue team was deployed to the City of Plano to join the search for a missing man.

Sheriff

➢ Corrections Division — Sheriff Randall provided the statistics for the month of March: 252 new intake bookings on a total of 386 charges. The division released 298 inmates on 443 charges. 135 inmates were held over from the previous month.

The Food Service management Section prepared 11,730 meals, with an average number of 378 meals served per day at a cost of $1.02 per meal.

Sheriff Randall stated the Division conducted 20 visitation days with 218 inmates seeing visitors.

The Correction Division logged 5,202 miles during the month of March and transported 255 inmates. The medical staff saw a total of 324 inmates.

Sheriff Randall stated there were 25 video bond call days with 68 inmates. The Corrections Division housed 83 inmates for other jurisdictions within the month and billed $73,080 for 1218 days of confinement. The average daily population was 116.

➢ Operations Division — Sheriff Randall stated that the reports were attached, of which the following statistics were included for the month of March: The Sheriff’s Office had 595 calls for service, 1,093 officer initiated activities, 283 police reports, 12 felonies, 61 misdemeanors, and 72 warrants for a total of 145 arrests. There were 606 traffic contacts, 375 traffic citations, 0 DUI arrests, 0 Zero Tolerance, 39 property damage accidents, 5 personal injury accidents, and 1 fatal accident for a total of 45 accidents.

The Operations Division drove 50,662 miles in the month of March. Sheriff Randall stated that Auxiliary deputies logged 110.5 hours for the month of March. The total number of cases assigned for Investigations/COPS Activities were 16 and there are currently 53 open cases. The COPS deputies spent 35 hours in area schools with the School Resource Officer Program.
Support Services Division – Sheriff Randall stated that reports were attached and provided the statistics for the month of March as 143 papers served, 36 evictions scheduled, 23 cancelled and 15 completed, 62 Sheriff’s Sales, and 177 FOIA requests filled. There were 114 warrants issued for the month of March with 4 quashed, and 30 served.

The total fees received by the Support Services Division were $40,149.50 for the month of March 2014.

Court Security had 14,706 entries, 6,739 articles x-rayed, 63 bond calls, 31 arrests, and 127 articles of contraband refused. There were a total of 1,767 hours of training, 1 termination (Corrections), 1 resignation (Corrections), and 1 part-time new hire in Records for the month of March.

Chief Deputy Koster reported flooding in the basement Deputy locker room due to drain pipe failure in the ceiling. Damaged equipment included 3 radio chargers, 1 radio battery and 1 portable radio and microphone. There has been no submission of personal property damage reported thus far.

Sheriff Randall reported the building projects include refinishing the floor in employee stairwell and the first floor; remodeling and improving of the old records area was completed, which increased high-density storage for booking files, and doubling the space available for juvenile records.

Facilities – none

New Business

- Civil Process and Bond Fee Study/Revised Ordinances – Chief Deputy Koster stated that the last study to examine the Sheriff’s Office cost for providing civil process and bonding fee work was conducted in 2007.

Commander Wollwert and Tracy Page were assigned the project of an updated cost study for those work products. Chief Koster said the findings were listed in the Executive Summary. Because of the increased labor, fuel and technology costs, there will be an increased cost to the Sheriff’s Office of approximately $50,000. Chief Koster said that by adopting ordinances that reflect rates that are more in line with the actual cost to provide the services, the Board will be balancing the cost incurred as opposed to what will be brought in as revenue for those services.

Chief Koster reviewed the proposed increased fees structure with the committee. Chief Koster said there would be an increase in three categories for civil process, and an increase in the bonding fee to $35.
Commander Wollwert said that this process is written into the statute so that as costs increase for the County, they are able to have a study conducted by an accounting firm to cover those costs without legislature having to increase the statutory fees every year. Commander Wollwert said it is recommended to have the study conducted every 5 years if possible.

Member Gryder made a motion to forward the item to the County Board, second by Member Cesich. **With all in agreement, the motion passed.**

The committee took a recess at 10:25 a.m. The committee reconvened at 10:29 a.m.

- **NIMS 800 Training** – EMA Director Gillespie provided background information, reviewed the unit objections, roles and responsibilities, response actions, response organization, planning and additional resources available. Director Gillespie said the NIMS 800 National Response Framework, and said this was developed after September 9, 2011 due to the threats and action of terrorists.

**Old Business** - None

**Public Comment** – None

**Executive Session** – None needed

**Action Items for County Board**

**Adjournment** – Member Gilmour made a motion, second by Member Gryder to adjourn the Public Safety Committee meeting at 11:35 a.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
Law Enforcement Mutual Aid Agreement

This Law Enforcement Mutual Aid Agreement (LEMAA) is executed, in multiple counterparts, by the Public Agency shown on last page hereof on the date that is set forth on the last page of this LEMAA for the uses and purposes set forth herein.

Whereas, the undersigned Public Agency of the State of Illinois does hereby declare that it is in the best interest of the Signatory Public Agency to make provision for law enforcement Mutual Aid in the event the undersigned Public Agency should need law enforcement Mutual Aid, and;

Whereas, the undersigned Public Agency of the State of Illinois recognizes that law enforcement Mutual Aid is only effective if those Public Agencies who could potentially benefit from law enforcement Mutual Aid are willing to provide law enforcement Mutual Aid to other Public Agencies who are willing to enter into a Mutual Aid agreement such as this Mutual Aid agreement, and;

Whereas, in the State of Illinois, there exist constitutional and statutory provisions enabling and supporting the formation of intergovernmental agreements on matters such as law enforcement Mutual Aid, to wit, the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), the Local Governmental and Governmental Employees Tort Immunity Act (745 ILCS 107-101 et seq.) and the Illinois Municipal Code (65 ILCS 5/11-1.2.1), and;

Whereas, in order to have an effective law enforcement Mutual Aid system, it is necessary and desirable to have a third party entity that can support, centralize, coordinate and organize the provision of law enforcement Mutual Aid by and among Signatory Public Agencies to the law enforcement Mutual Aid agreement, and;

Whereas, this LEMAA is made in recognition of the fact that natural or man-made occurrences may result in Emergencies or Disasters that exceed the resources, equipment and/or Law Enforcement Personnel of a given Public Agency; each Public Agency which signs a copy of this LEMAA intends to aid and assist the other participating Public Agencies during an Emergency or Disaster by temporarily assigning some of the Responding Public Agency’s resources, equipment and/or law enforcement personnel to the Requesting Public Agency as circumstances permit and in accordance with the terms of this LEMAA; the specific intent of this LEMAA being to safeguard the lives, persons and property of citizens of the State of Illinois during an Emergency or Disaster by enabling other Public Agencies to provide additional resources, equipment and/or Law Enforcement Personnel as needed, and;
Whereas, since approximately 2002, there has existed in the State of Illinois an Illinois Law Enforcement Alarm System law enforcement Mutual Aid agreement ("Prior Mutual Aid Agreement") which was initially executed by a multitude of signatory parties in the wake of the events of the 911 terrorist attacks and (even though the needs of law enforcement have changed, grown and advanced in various regards) the Prior Mutual Aid Agreement has never been updated, modified or changed since its inception, it is now the desire of the Signatory Public Agency to this LEMAA to enhance and reaffirm its commitment to law enforcement Mutual Aid in the State of Illinois while providing more particularity to the relationship that exists between each of the Signatory Public Agencies to this LEMAA and the third party agency, the Illinois Law Enforcement Alarm System, created by such Signatory Public Agencies,

Now, therefore, the undersigned Public Agency, does hereby enter into this LEMAA with each and every other Public Agency which signs a counterpart copy of this LEMAA and agrees and contracts as follows:

1. Definitions. The following definitions apply to this Mutual Aid Agreement (the plural version of any defined term meaning two or more instances of the defined term):

   a. Disaster – An occurrence, or the reasonable threat or possibility of an occurrence of, any of the following: widespread or severe damage; injury or loss of life or property resulting from any natural or technological cause, including but not limited to, fire, flood, earthquake, windstorm, tornado, hurricane, severe inclement weather, hazardous materials spill or other water or ground contamination requiring prompt action to avert danger or damage; epidemics, contaminations, blight, extended periods of severe and inclement weather, drought, infestation and critical shortages of essential products, fuels and energy; explosion; riot; significant or large scale civil insurrection or disobedience; hostile military or paramilitary action, or; acts of domestic terrorism.

   b. Emergency – A natural or man-made situation that threatens to cause, or causes, loss of life and/or property and exceeds the physical and/or organizational response capabilities of a unit of local, state or federal government.

   c. Illinois Law Enforcement Alarm System (or the abbreviation "ILEAS") – the third party Public Agency formed by Signatory Public Agencies to this LEMAA, or continued from the Prior Mutual Aid Agreement, to promote and facilitate law enforcement Mutual Aid in the State of Illinois, and;

   d. Initial Governing Board – The first Governing Board of ILEAS established after two or more Public Agencies enter into this LEMAA.
e. Law Enforcement Personnel – An employee of a Signatory Public Agency to this LEMAA who is a law enforcement officer, county corrections officer or court security officer, as defined in Section 2 of the Illinois Police Training Act (50 ILCS 705/2).

f. LEMAA – This agreement.

g. Mutual Aid – Assistance provided by a Public Agency to another Public Agency pursuant to a definite and prearranged written agreement in the event of an Emergency or Disaster.

h. Prior Mutual Aid Agreement – a certain Mutual Aid Agreement having initial signatories in 2002 (with other signatory parties beginning their participation at a time later than the initial signatory parties) and which reflects a document modification date of “October 23, 2002” in the footer of the signature page (page 5).

i. Prior Signatory Public Agency – A Public Agency which executed the Prior Mutual Aid Agreement and has neither terminated its participation in the Prior Mutual Aid Agreement nor entered into this LEMAA.

j. Public Agency – Such units of government as are defined as a public agency by the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1).

k. Requesting Public Agency – A Signatory Public Agency to this LEMAA that has primary jurisdiction over the site of an Emergency or Disaster which, due to its perceived insufficient resources, equipment and/or Law Enforcement Personnel, would be unable to provide an adequate response to an Emergency or Disaster without the assistance of others.

l. Responding Public Agency – A Signatory Public Agency to this LEMAA that provides resources, equipment and/or Law Enforcement Personnel to a Requesting Public Agency during an Emergency or Disaster.

m. Signatory Public Agency – a Public Agency that has executed this LEMAA by signature of an authorized individual for the Public Agency under the authority of the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of the Public Agency in order to execute the LEMAA.

2. Agreement to Participate In Law Enforcement Mutual Aid.

The Signatory Public Agency to this LEMAA agrees that, in the event of an Emergency or Disaster, it will respond to requests for assistance by a Requesting Public Agency with such Law Enforcement Personnel, equipment, resources, facilities, or services as are, in the opinion of the Responding Public Agency,
available and useful and being requested by a Requesting Public Agency. Possible responses shall include, but not be limited to, merely being on "stand by," providing the benefit of prior experience or consultation and/or actual "hands-on" participation in law enforcement activities in the jurisdiction of the Requesting Public Agency any one of which may also entail the provision of equipment, resources, facilities or other services. Provided, however, that each Responding Public Agency reserves the right to refuse to render assistance or to recall any or all rendered assistance, whenever it believes that such refusal or recall is necessary to ensure adequate protection of its own jurisdiction’s property, citizenry or personnel.

It is expected that requests for Mutual Aid under this Agreement will be initiated only when the needs of the Requesting Public Agency exceed its resources. Responding Public Agencies' resources will be released and returned to their own respective jurisdictions by the Requesting Public Agency as soon as the situation is restored to the point where the Requesting Public Agency is able to satisfactorily handle the emergency or disaster with its own resources or when a Responding Public Agency decides to recall its assistance.

Whenever an Emergency or Disaster is of such magnitude and consequence that it is deemed advisable by the highest-ranking officer present of the Requesting Public Agency to request assistance from a Responding Public Agency, he is hereby authorized to do so under the terms of this LEMAA. The highest-ranking officer present of the Responding Public Agency is authorized to, and shall forthwith take, the following actions:

- Immediately determine what type of assistance is being requested.
- Immediately determine if the requested resources, equipment and/or Law Enforcement Personnel can be committed to the Requesting Public Agency.
- Immediately dispatch, in consultation and coordination with the ILEAS dispatcher, the resources, equipment and/or Law Enforcement Personnel that are available to the Requesting Public Agency.

At the Emergency or Disaster site, the highest-ranking officer of the Requesting Public Agency who is present shall assume full responsibility and command for operations at the scene. Law Enforcement Personnel from the Responding Public Agencies shall report to, and shall work under, the direction and supervision of the Requesting Public Agency. Provided, however, that at all times, the personnel of the Responding Public Agency shall remain employees of their own agency and shall adhere to the policies and procedures of their own employer. While working under the direction of the Requesting Public Agency, Law Enforcement Personnel shall only be required to respond to lawful orders.
All equipment provided or services performed under this LEMAA shall be provided without reimbursement to the Responding Public Agency from the Requesting Public Agency. Nothing contained herein shall prohibit a Responding Public Agency or ILEAS from seeking reimbursement or defrayment of any expenses it may have incurred in responding to a Mutual Aid request from other sources. The Requesting Public Agency agrees to cooperate with any effort to seek reimbursement or defrayment of Mutual Aid expenses on the part of Responding Public Agencies or ILEAS.

All Requesting Public Agencies, Responding Public Agencies and ILEAS are required to keep expense and accounting records to identify the costs and expenses of any Mutual Aid provided under this LEMAA.

Each Responding Public Agency shall assume sole responsibility for insuring or indemnifying its own employees, as provided by state, federal law and/or local ordinance, and for providing personnel benefits, including benefits that arise due to injury or death, to their own employees as required by state or federal law just as if the employee would have been working as an employee of the Responding Public Agency in its own home jurisdiction. Each Responding Public Agency shall also be responsible, regardless of fault, for replacing or repairing any damage to its own vehicles or equipment that occurs while providing assistance under this LEMAA.

The Requesting Public Agency agrees that this LEMAA shall not give rise to any liability or responsibility for the failure of any other Signatory Public Agency to respond to any request for assistance made pursuant to this LEMAA.

Each Responding Public Agency under this LEMAA further agrees that each Responding Public Agency will be responsible for defending itself in any action or dispute that arises in connection with, or as the result of, this LEMAA and that each Responding Public Agency will be responsible for bearing its own costs, damages, losses, expenses and attorney fees.

3. The Illinois Law Enforcement Alarm System. By agreement by and between each Signatory Public Agency to this LEMAA, there is and was formed and exists a third party Public Agency, created by the Signatory Public Agency parties to this LEMAA and by virtue of this LEMAA, which shall be known as the Illinois Law Enforcement Alarm System (hereinafter referred to as “ILEAS”). The following provisions apply to ILEAS:

a. The Public Agency ILEAS shall have a governing board, consistent with the meaning of the phrase “governing board” in 5 ILCS 220/2(1), which shall be known as the “Governing Board.”

1. Governing Board Composition and Voting. The Governing Board of ILEAS shall consist of the following individual
members, described as follows:

(a). Members of the Initial Governing Board - The individuals designated on Exhibit A will be members of the Initial Governing Board of ILEAS and shall serve until such time as their successors are elected or appointed, as the case may be.

(b). Composition of the Governing Boards of ILEAS after the Initial Governing Board members have served their term shall be as follows, who shall serve until such time as their successors are elected or appointed, as the case may be:

- 16 elected members representing eight (8) established ILEAS regions - there shall be one elected Sheriff member and one elected Chief of Police member from each of the eight (8) established ILEAS regions and the elected Sheriff member and the elected Chief of Police member shall be designated as the "Co-Chairs" from that region;

- a permanent, non-elective Governing Board membership for the Illinois State Police Director or the Director’s designee,

- a permanent, non-elective Governing Board membership for the President of the Illinois Association of Chiefs of Police or that President’s designee,

- a permanent, non-elective Governing Board membership for the President of the Illinois Sheriffs Association or that President’s designee.

- two permanent, non-elective Governing Board memberships for the City of Chicago, Illinois or those persons designated by the Superintendent of Police, Chicago, Illinois.

Subject to the foregoing provisions of this subparagraph (b), no Public Agency shall be permitted to designate (as a candidate for election or appointment) a Governing Board Member unless that
Public Agency is a Signatory Public Agency and every Governing Board Member must be affiliated by employment with, or relation to, a Signatory Public Agency.

The President of ILEAS, with the advice and consent of the Governing Board of ILEAS, may appoint any number of Ex-Officio Governing Board consultants for the benefit of obtaining their counsel and advice but such individuals, if any, as are appointed to Ex-Officio Governing Board consultant positions shall not have any voting rights on matters to be decided by the Governing Board and, relative to the Board, are not agents or servants of the Governing Board, ILEAS or any Signatory Public Agency.

(c). Members of Governing Boards of ILEAS after the Initial Governing Board – For purposes of determining the elected members of the Governing Board after the Initial Governing Board, the State of Illinois shall be divided into eight (8) regions which are shown on Exhibit B hereto. Any Signatory Public Agency to this LEMAA may nominate any one or more eligible individuals from its region as a candidate for Governing Board membership, including an individual employed by the Signatory Public Agency. Only Signatory Public Agencies to this LEMAA may vote for representatives to be elected from their region. Each Signatory Public Agency to this LEMAA gets one vote for an elected Sheriff member and one vote for an elected Chief of Police member from its region. Starting in 2015, the election of Governing Board members shall occur every two years in March of the year on a date to be determined by the Governing Board members in office in the October prior to the date of the election. Should a given Governing Board member vote result in a tie between candidates, the two or more candidates with the same highest number of votes shall participate in a "coin toss" selection process to determine who shall fill that Governing Board member position.

(d). In the event that an elected Governing Board member dies, retires, resigns, is no longer employed by his employer in the same capacity as at the time of his
elected or is otherwise unwilling or unable to serve the balance of that member's term, then a replacement Governing Board member from the same region as the Governing Board member being replaced shall be chosen by the remaining Governing Board member from that Region and shall serve until the next Governing Board member vote. If both Governing Board members from a given Region are no longer in office at the same time, then, by majority vote of the remaining Governing Board members still holding office, two replacements shall be chosen from that same Region (in individual, separate votes) and shall serve until the next Governing Board member vote. The replacement Governing Board member shall be a Sheriff if a Sheriff is being replaced and shall be a Chief of Police if a Chief of Police is being replaced.

(e) Matters before the Governing Board for decision shall be decided by majority vote of a quorum of the voting members. A quorum for the conducting of the business of the Governing Board shall be established by the Bylaws promulgated by the Governing Board. Nothing contained herein shall prohibit the establishment of committees or subcommittees of the whole for the conduct of business as expressed in the Bylaws promulgated by the Governing Board.

2. Governing Board to Promulgate a Plan of Operation. The Governing Board shall cause to be promulgated a Plan of Operation for the giving and receiving of Mutual Aid under the provisions of the LEMAA and shall promulgate Bylaws for the management of ILEAS. Both the Plan of Operation and Bylaws may be modified from time to time based upon the majority vote of the then current members of the Governing Board.

3. Governing Board Compensation. All officers, members and ex-officio members of the Governing Board shall serve without compensation.

4. Regional Governing Boards. In each of the Regions, in addition to the co-chairs for that region, there may be elected a secretary, treasurer and sergeant at arms for that Region as well as any number of ex-officio members as that Region
b. The Public Agency ILEAS shall have a President, Vice President, Secretary, Treasurer and Sergeant at Arms who shall be appointed by and from the Governing Board of ILEAS, at its discretion. The officers shall have the duties, responsibilities and powers accorded to them by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.

c. The Public Agency ILEAS shall have an Executive Director, appointed by the Governing Board at its discretion, who shall be the chief operating officer of ILEAS and who shall have the duties, responsibilities and powers accorded to the Executive Director by the Bylaws of ILEAS as the Bylaws are established and may be amended from time to time by the Governing Board.

d. The Public Agency ILEAS shall have the authority, right and power to:

1. coordinate law enforcement Mutual Aid responses by and among Signatory Public Agencies to this LEMAA and act as a central receiving point for Mutual Aid requests;

2. solicit and receive commitments from Signatory Public Agencies to respond to a Mutual Aid request and coordinate and provide support for any legal documentation necessary or desirable to effectuate the provision of law enforcement Mutual Aid;

3. maintain an electronic mutual aid database to which all Signatory Public Agencies provide information related to each respective Signatory Public Agency's manpower, resources and equipment necessary to respond to a Mutual Aid request and to which all Signatory Public Agencies have access;

4. identify through the mutual aid database individuals from Signatory Public Agencies with the ability, training and qualifications suitable for Mutual Aid responses, together with the necessary equipment and other resources as requested by the Requesting Public Agency;

5. coordinate and provide a facility for training exercises and education;

6. solicit, obtain and administer funds for the operations and functions of ILEAS and the provision of law enforcement
Mutual Aid in the form of grants, donations, endowments or allocations of funds from other governmental agencies or other sources (but not from the issuance of any debt obligations), to assess Board-approved dues on Signatory Public Agencies and to obtain reimbursement, payment, advances or funds from any governmental entity or agency which provides, allocates or administers funds to defray, pay or reimburse the expenses of those entities participating in Mutual Aid efforts;

7. provide accounting, budgeting, estimation, documentation, archival and general administrative support for law enforcement Mutual Aid deployments (actual, planned, proposed or contemplated) and the general operations of ILEAS;

8. obtain indemnity, casualty, liability and worker's compensation insurance for the operations of ILEAS in amounts and under terms deemed appropriate by the Governing Board;

9. employ support personnel to perform the functions and operations of ILEAS;

10. enter into contracts, agreements, purchase agreements and leases necessary to the functions and operations of ILEAS;

11. provide and display identification, signage, insignias, patches or other indicia which identify ILEAS employees and agents if and when such employees and/or agents are on site to coordinate or facilitate disaster and/or emergency relief performed by various Responding Public Agencies;

12. to own, hold, supply, borrow or lend, in ILEAS' name, such personal property as deemed necessary by the Governing Board to the purposes, functions and operations of ILEAS;

13. facilitate, enhance or enable interagency communication relative to the provision of Mutual Aid;

14. provide to Signatory Public Agencies to this LEMAA such information as is useful to them relative to what resources are available from ILEAS or other Signatory Public Agencies to this LEMAA;

15. maintain a listing or database of available equipment, available animals and alleged independent contractor
experts in various fields that would serve as a resource to ILEAS and any Signatory Public Agency to this LEMAA which listing would be made available to such Signatory Public Agencies with the understanding on the part of the requesting Signatory Public Agency that ILEAS:

(a) does not represent, provide, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, quality, or qualifications of any listed resource, equipment or animal for a given use (such determination to be made solely by the requesting Signatory Public Agency), and;

(b) does not furnish, employ, provide, retain or have as its agent, any alleged expert whose contact information is provided to the Signatory Public Agency, such alleged expert being solely an independent contractor and, further, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, integrity, training, quality or qualifications of any alleged expert (such determinations to be made solely by the requesting Signatory Public Agency), and;

(c) relative to any animal, does not represent, recommend or warrant to any Signatory Public Agency the appropriateness, training, behavioral characteristics, quality or qualifications of any animal for a given use (such determination to be made solely by the requesting Signatory Public Agency).

16. engage in such other activities as support, enhance or enable Mutual Aid by and between the Signatory Public Agencies to this LEMAA.

e. It is not the function, responsibility or purpose of ILEAS to warrant or endorse the sufficiency or talents of, deploy, supply, direct, command or manage any Law Enforcement Personnel responding to Mutual Aid requests under this LEMAA. Any Law Enforcement Personnel responding to a law enforcement Mutual Aid request under this LEMAA shall be Law Enforcement Personnel of a Responding Public Agency (and not of ILEAS) and shall take their orders from commanding officers of either the requesting Public Agency or the Responding Public Agency, as otherwise detailed in this LEMAA. In general, ILEAS' function in a Mutual Aid deployment is to receive the Mutual Aid request, identify and contact
appropriate potential responding Signatory Public Agency responders, obtain commitments from such potential Signatory Public Agency responders that they will respond to the Mutual Aid request, identify those Signatory Public Agencies who will respond to the Mutual Aid request of the Requesting Public Agency, provide ILEAS' expertise, services and experience relative to issues associated with Mutual Aid deployments and continue to monitor the adequacy of the Mutual Aid response to be able to respond if the Requesting Public Agency determines more assistance is needed and review the sufficiency of the Mutual Aid response that was made. ILEAS may, in its discretion, establish an on site presence at the Mutual Aid site when the Requesting Public Agency or the Responding Public Agencies believe such presence is useful to the purposes and functions of ILEAS and/or the Requesting Public Agency or the Responding Public Agencies.


a. Each Signatory Public Agency to this LEMAA agrees to maintain liability insurance with a Best's rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars ($1,000,000.00) which would provide, inter alia, liability coverage for any activities in which the Signatory Public Agency to this LEMAA might engage under this LEMAA.

b. Each Signatory Public Agency to this LEMAA agrees to provide to ILEAS information about the equipment, resources and personnel of its Public Agency, jurisdictional and regional demographic information, contact information, National Incident Management Systems information and Reception Site Staging information which may be used by ILEAS to aid in ILEAS' support role under this LEMAA. The Executive Director of ILEAS shall prepare a document, which will be amended from time to time, which requests the information desired and send it to each Signatory Public Agency for completion and update. Each Signatory Public Agency to this LEMAA agrees that ILEAS may distribute any information obtained by the Executive Director to any other Signatory Public Agency to this LEMAA who may request such information for Mutual Aid purposes.

c. Each Signatory Public Agency to this LEMAA agrees that it will not hold itself out as an agent of ILEAS or any Public Agency other than itself and will instruct each of its employees that they are not to hold themselves out as employees or agents of ILEAS or any
Public Agency other than the one as to which they are actually agents or employees. Further, each Signatory Public Agency to this LEMAA agrees to monitor the activities of its agents and employees to maintain compliance with this provision of the LEMAA.

d. Each Signatory Public Agency to this LEMAA understands that, under the Constitution of the State of Illinois (Ill. Const. Art. VII, §10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.), ILEAS may only be delegated authority, abilities and powers that the Signatory Public Agency to this LEMAA has itself. To the extent that a Signatory Public Agency to this LEMAA does not have legal authority to participate in cooperative law enforcement mutual aid, this LEMAA is void and of no effect relative to such Signatory Public Agency.

e. It is the intent of each Signatory Public Agency to this LEMAA that ILEAS be created with all the powers enumerated herein and without further restrictions on those powers. Therefore, each Signatory Public Agency agrees that, if that Signatory Public Agency is determined to not have the authority or powers that are coextensive with those granted to ILEAS in this LEMAA or it is determined that the Signatory Public Agency is limited in the exercise of its authority or its powers to a greater extent than ILEAS is limited by this LEMAA, rather than limiting the powers of ILEAS, that finding will cause the Signatory Public Agency's participation in the creation of ILEAS to be void ab initio and Section 3 of this LEMAA shall not apply to such a Signatory Public Agency. Such a finding will not, however, invalidate the Signatory Public Agency's adoption of this LEMAA for purposes of providing and receiving law enforcement Mutual Aid.

f. Each Signatory Public Agency to this LEMAA warrants that:

1. It is a Public Agency under the laws of the State of Illinois.

2. It is authorized by the legal process and laws applicable to that Public Agency that it has the full authority and right to enter into this LEMAA.

3. To the extent that it is called upon to provide Law Enforcement Personnel as a Responding Public Agency, the Law Enforcement Personnel the Signatory Public Agency to this LEMAA provides have been properly credentialed by the Illinois Law Enforcement Training Standards Board to be a law enforcement officer, county corrections officer or court security officer in the State of Illinois and have been trained
relative to the types of tasks that the Law Enforcement Personnel will be undertaking relative to the mutual aid request.

4. To the extent that it is called upon to provide equipment as a Responding Public Agency, the equipment the Signatory Public Agency to this LEMAA provides is in good working order with no known defects, problems, faults or limitations that would make its use dangerous or impractical.

5. Termination of Participation in LEMAA
   a. Any Signatory Public Agency to this LEMAA has the right to terminate its participation in this LEMAA upon ninety (90) days notice to ILEAS. ILEAS shall notify remaining Signatory Public Agency parties to the LEMAA of the notice of termination.
   b. To the extent that a Signatory Public Agency incurs an obligation under this LEMAA prior to the expiration of the ninety (90) day notice of termination period, nothing contained in this section shall be interpreted to mean that that Signatory Public Agency should not meet its obligation under this LEMAA. Termination is automatically effective upon the expiration of the ninety (90) day period without further action by any party.

6. Non-Member Affiliates
   a. Definition of Status – A non-member affiliate of ILEAS is an incorporeal entity, which is not a public agency, but which has been vested with police powers by the State of Illinois, and which:
      1. would be eligible to request or provide law enforcement mutual aid, and;
      2. has agreed with ILEAS, under the provisions of this LEMAA, to be a non-member affiliate and abide by the provisions of this Agreement applicable to a non-member affiliates.
   b. Purpose of Non-Member Affiliate Status – While only Public Agencies may enter into this LEMAA and form ILEAS, there exists value to the public agencies forming ILEAS in having non-member affiliates to provide counsel, advice, experience and different points of view with respect to the problems and issues confronted and addressed by the Public Agencies which have formed ILEAS. As well, as situations sometimes call for coordination with entities with
police power which are not Public Agencies, advance cooperation, planning, coordination and sharing with such entities remains valuable to the Signatory Public Agencies forming ILEAS. As well, in situations of emergency or disaster and to the extent permitted by law, law enforcement services may be provided or given by non-member affiliates under agreements approved by the Governing Board of ILEAS.

c. Participation by Non-Member Affiliate – A non-member affiliate becomes or remains a non-member affiliate at the sole discretion and pleasure of the Governing Board of ILEAS.

- A non-member affiliate may:

  1. send its law enforcement officers to participate in ILEAS-organized training and educational events upon terms and conditions determined by ILEAS;

  2. have its representative agent serve, at the discretion of the President of ILEAS and with the advice and consent of the Governing Board of ILEAS, as an ex-officio Governing Board Consultant;

  3. at the discretion of ILEAS, provide advice and counsel to ILEAS relative to a mutual aid situation.

  4. to the extent permitted by law:

     (a) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting peace officers of a non-member affiliate to provide law enforcement services, in an emergency or disaster, to Signatory Public Agencies and utilize ILEAS coordination services.

     (b) and under terms and conditions to be determined by the Governing Board of ILEAS, enter into agreements permitting Signatory Public Agencies to provide law enforcement services, in an emergency or disaster, to the non-member affiliate and utilize ILEAS coordination services.

- A non-member affiliate, or its representative(s) may not:

  1. represent to any third party or the public at large that it is a “member” of ILEAS or a Signatory Public Agency of ILEAS;
2. bind ILEAS, or any of the Signatory Public Agencies to this LEMAA, to any form of an agreement of any sort or kind;

3. disclose to any third party or the public at large:
   (a) the discussions to which its representatives may be privy at any Governing Board meeting,
   (b) any documents, stratagems or other planning activities associated with the business or activities of ILEAS or its Signatory Public Agencies,
   (c) any information deemed by ILEAS or its Signatory Public Agencies as confidential in nature, with the presumption that, if the information was learned at any meeting or assemblage of ILEAS Directors, Officers or Signatory Party representatives, the information should be deemed confidential.

- A non-member affiliate shall:

1. to the extent that it participates in ILEAS events, maintain liability insurance with a Best’s rated A- or better insurance company or a self insurance trust fund in the face or indemnity amount of at least one million dollars ($1,000,000.00) which would provide, inter alia, liability coverage for any activities in which the non-member affiliate might engage.

2. advise any individual, who will be representing the non-member affiliate, of the terms and conditions of non-member affiliate status and direct that individual to act consistently with those terms and conditions.

3. to the extent determined by the Governing Board of ILEAS, pay appropriate dues for a non-member affiliate.

d. Evidence of Participation as Non-Member Affiliate – Upon the endorsement of approval by the President of ILEAS’ Governing Board of an application for non-member affiliate status, the incorporeal entity applying for non-member affiliate with ILEAS shall become a non-member affiliate with ILEAS.

1. The granting of non-member affiliate status with ILEAS may be revoked at any time and for such reasons as the Governing Board sees fit in its sole discretion and choice.
2. Nothing associated with the granting of a status as a non-member affiliate shall be deemed to create a partnership, joint venture, or any other legal combination of entities, including but not limited to, any principal/agent status by or between the non-member affiliate and either ILEAS or a Signatory Public Agency.


a. Application of Law and Venue Provisions - This LEMAA shall be governed by, and interpreted and construed under, the laws of the State of Illinois. The exclusive venue for the enforcement of the provisions of this Agreement or the construction or interpretation of this Agreement shall be in a state court in Springfield, Illinois.

b. Compliance with Laws - All Signatory Public Agencies to this LEMAA agree to comply with all federal, state, county and local laws and ordinances as well as all applicable rules, regulations, and standards established by any agency of such governmental units, which are now or hereafter promulgated insofar as they relate to the Signatory Public Agencies' respective performances of the provisions of this LEMAA.

c. Lack of Waiver - Acceptance of partial performance or continued performance after breach of this LEMAA shall not be construed to be a waiver of any such breach.

d. Status of a Signatory Public Agency – Nothing contained within this LEMAA shall be deemed to create, or be interpreted to intend to create, a joint venture, partnership or any other sort of legal association or combination of entities as between the Signatory Public Agencies to this LEMAA or as between ILEAS and any Signatory Public Agency to this LEMAA. Each Signatory Public Agency to this LEMAA is acting in its own individual capacity and not as the agent of any other Public Agency which is created by this or any other counterpart copy of this LEMAA or which is a Signatory Public Agency to this LEMAA.

e. Involuntary Termination of Participation in ILEAS – Under terms and conditions established by the Board of Governors of ILEAS, a Signatory Public Agency may have its participation in this LEMAA involuntarily terminated. The terms and conditions shall describe those situations where such involuntary termination may occur and
the process to be followed to make the determination as to whether involuntary termination shall occur.

f. Immunities - With respect to ILEAS and each and every Signatory Public Agency to this LEMAA, becoming a Signatory Public Agency to this LEMAA or performance under the terms of this LEMAA shall not be deemed to waive any governmental immunity or defense to which the Signatory Public Agency or ILEAS would otherwise be entitled under statute or common law in the absence of this LEMAA.

g. No Third Party Beneficiary -This LEMAA is not intended nor expected to confer upon or entitle any person or entity, other than ILEAS and the Signatory Public Agencies to this LEMAA, any information, benefits, advantages, rights or remedies. It is expressly understood and agreed that enforcement of the terms and conditions of this LEMAA, and all rights of action relating to such enforcement, shall be strictly reserved to ILEAS and the Signatory Public Agencies to this LEMAA and nothing contained in this LEMAA shall give or allow any claim or right of action by any other or third person or entity (including, but not limited to, members of the general public) based on this LEMAA. It is the express intention of ILEAS and the Signatory Public Agencies to this LEMAA that any person or entity (other than ILEAS and the Signatory Public Agencies to this LEMAA) who may be deemed to receive services or benefits under this LEMAA shall be deemed to be only an incidental beneficiary to this LEMAA.

h. Paragraph Headings - The captions and headings used in this LEMAA are only for convenience of reference and the organization of this LEMAA and shall not be construed as expanding, defining or limiting the terms and provisions in this LEMAA.

i. Severability - If any part, term, or provision of this LEMAA is held by the courts to be invalid, unenforceable, contrary to law or in conflict with any of the laws of the State of Illinois, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the Parties to this LEMAA shall be construed and enforced as if the LEMAA did not contain the particular part, term, or provision held to be invalid, unenforceable, contrary to law or in conflict with any law of the State of Illinois.
j. Parol Evidence and Prior Mutual Aid Agreements - This LEMAA constitutes the entire agreement between the Signatory Public Agencies concerning this LEMAA's subject matter, whether or not written, and may not be modified except as otherwise provided herein.

- As between Signatory Public Agencies, this LEMAA supersedes, in its entirety, the Prior Mutual Aid Agreement concerning its subject matter.

- As between Signatory Public Agencies to this LEMAA and Prior Signatory Public Agencies who have not executed this LEMAA, this LEMAA does not supersede the Prior Mutual Aid Agreement.

- Nothing contained herein shall be deemed to affect other Mutual Aid agreements that a Signatory Public Agency to this LEMAA may have executed.

k. Amendments -- As it may be desirable, from time to time, to amend this LEMAA, this subsection shall govern that process. In the event that one or more signatory public agencies wishes to propose an amendment to this LEMAA, such signatory public agency(ies) shall communicate the proposed amendment to the Governing Board in the form of a resolution as to which there can be a vote for the resolution or against the resolution. No resolution may come to a vote unless at least ten (10) then-current signatory public agencies (including the signatory public agency(ies) proposing the amendment) endorse their written desire to have a vote on the resolution. In not less than 30 days nor more than 180 days after receipt of the proposed amendment with the requisite minimum of ten (10) endorsements, the Board shall communicate the proposed amendment to all then-current signatory public agencies to the LEMAA together with the date and time by which the signatory public agency must cast its vote for or against the resolution. Each then-current signatory public agency is entitled to one vote. The vote of the signatory public agency should be sent to whomever is the Executive Director at the time of the cutoff for receipt of the votes and such votes may be sent by letter, fax or email but may not be communicated orally (in person or by telephone). The sender assumes all risk that the communication of the vote will not be received in time so early voting is encouraged. The cutoff date and time for the vote to be received by the Executive Director must
not be sooner than fourteen 14 days after the Board has sent out its communication that an amendment has been proposed. The Executive Director shall be the sole individual to determine if the vote was received in a timely fashion in order to be counted and all votes shall be tallied within one day after the date when the voting was terminated. The resolution shall carry if the votes in favor of the amendment constitute greater than fifty percent (50%) of the total votes cast and shall fail if the votes against the amendment constitute less than or equal to fifty percent (50%) of the total votes cast. If the resolution carries, unless the resolution, by its terms, provides for a later date when it would be effective, the amendment is effective upon the determination by vote tally that the resolution carried. As soon as reasonably possible after the results of the voting have been determined, the Executive Director shall communicate the results of the voting to all then-current signatory public agencies.

1. Notices - Notices concerning the withdrawal of a Signatory Public Agency from the terms and conditions of this LEMAA under Section 5 of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802. Notice of any alleged or actual violations of the terms or conditions of this LEMAA shall be made to ILEAS at 1701 E. Main St., Urbana, Illinois 61802 and each other Signatory Public Agency to this LEMAA who is alleged to have committed the alleged or actual violation of the terms or conditions of this LEMAA.

m. Counterparts - This LEMAA may be, and is anticipated to be, executed in counterparts, each of which shall be deemed to be an original of this LEMAA.

Balance of this page is intentionally left blank before the signature page.
In Witness Whereof, the Signatory Public Agency designated below enters into this LEMAA with all other Signatory Public Agencies who have signed or will sign this LEMAA pursuant to legal authorization granted to it under the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10), the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) and the final approval required of an entity such as the undersigned Public Agency.

Kendall County Sheriff's Office
Public Agency Name

By: ____________________________
Legally Authorized Agent

Richard A. Randall
Printed Name:

Title: Sheriff

Date: ____________________________

State of Illinois )
County of Kendall ss

______________________________, after being duly sworn on oath, deposes and states under penalty of perjury that he/she is the duly authorized agent for the Public Agency shown above, that he/she has read the cover letter accompanying the LEMAA in its entirety, that the entity shown above the “Public Agency Name” line, above, is a Public Agency within the meaning of 5 ILCS 220/1 et seq. and that he/she signs this document pursuant to proper authority granted by that public agency.

______________________________
Notary Public

My Commission Expires:
Exhibit A

- William Smith, Captain, Illinois State Police
- Wayne Gulliford, Deputy Chief, Chicago Police Dept
- Steve Georgas, Deputy Chief, Chicago Police Dept
- Eric Smith, Chief of Police, Sherman, Illinois
- Tom Schneider, Sheriff, Macon County, Illinois
- David Snyders, Sheriff, Stephenson County, Illinois
- Victor Moreno, Chief of Police, East Moline, Illinois
- Thomas Roman, Chief of Police, Waubonsee Community College
- Roger Scott, Sheriff, DeKalb County, Illinois
- Steve Neubauer, Chief of Police, Tinley Park, Illinois
- John Zaruba, Sheriff, DuPage County, Illinois
- Mike McCoy, Sheriff, Peoria County, Illinois
- Brian Fengel, Chief of Police, Bartonville, Illinois
- Don Volk, Chief of Police, Washington, Illinois
- Derek Hagen, Sheriff, Iroquois County, Illinois
- Richard Miller, Chief of Police, Granite City, Illinois
- Jim Vazzi, Sheriff, Montgomery County, Illinois
- Andrew Hires, Sheriff, Richland County, Illinois
- Bill Ackman, Chief of Police, Robinson, Illinois
- Jody O'Guinn, Chief of Police, Carbondale, Illinois
- Keith Brown, Sheriff, Saline County, Illinois

or their respective successors per this LEMAA
Exhibit B

Region 1
Region 2
Region 3
Region 4
Region 5
Region 6
Region 7
Region 8
Region 9
Region 10
Region 11
Resolution No. __________


Whereas the Municipality/County of Kendall, of the State of Illinois (hereinafter "Municipality/County") is a public agency of the State of Illinois, and;

Whereas the Municipality/County, as a public agency of the State of Illinois, is authorized and empowered by the Constitution of the State of Illinois (Ill. Const. Art. VII, § 10) and the Illinois Intergovernmental Cooperation Act (5 ILCS 220/1 et seq.) to enter into intergovernmental agreements with other public agencies on matters of mutual concern and interest such as the provision of adequate law enforcement personnel and resources for the protection of residents and property falling within the jurisdiction of the Municipality/County, and;

Whereas the Municipality/County recognizes that certain natural or man-made occurrences may result in emergencies or disasters that exceed the resources, equipment and/or law enforcement personnel of a single given public agency, and;

Whereas, a given public agency can, by entering into a mutual aid agreement for law enforcement services and resources, effectively provide a broader range and more plentiful amount of law enforcement capability for the citizenry which it serves, and;

Whereas, in order to have an effective mutual aid agreement for law enforcement resources and services, this Municipality/County recognizes it must be prepared to come to the aid of other public agencies in their respective times of need due to emergencies or disasters, and;

Whereas, this Municipality/County recognizes the need for our specific Municipality/County to develop an effective mutual aid agreement for law enforcement services and resources upon which it may call upon in its time of need and is prepared to enter into a mutual aid agreement for law enforcement services and resources with other like-minded public agencies, and;

Whereas, this Municipality/County also recognizes the need for the existence of a public agency, formed by an intergovernmental agreement between two or more public agencies, which can serve to coordinate and facilitate the provision of law enforcement mutual aid between signatory public agencies to a mutual aid agreement for law enforcement services and resources, and;

Whereas, this Municipality/County has been provided with a certain "Law Enforcement Mutual Aid Agreement" which has been reviewed by the elected officials of this Municipality/County and which other public agencies in the State of Illinois are prepared to execute, in conjunction with this Municipality/County, in order to provide and receive law enforcement mutual aid services as set forth in the "Law Enforcement Mutual Aid Agreement," and;

Whereas, it is the anticipation and intention of this Municipality/County that this "Law Enforcement Mutual Aid Agreement" will be executed in counterparts as other public agencies choose to enter into the "Law Enforcement Mutual Aid Agreement" and strengthen the number of signatory public agencies and resources available from those public agencies, and;

Whereas, it is the anticipation and intent of this Municipality/County that the "Law Enforcement Mutual Aid Agreement" will continue to garner support and acceptance from other currently...
unidentified public agencies who will enter into the "Law Enforcement Mutual Aid Agreement" over time and be considered as if all signatory public agencies to the "Law Enforcement Mutual Aid Agreement" had executed the "Law Enforcement Mutual Aid Agreement" at the same time,

Now, therefore, be it resolved by this Municipality/County as follows:

1. This Resolution shall be known as, and may hereafter be referred to as, the Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation.

2. The Resolution Authorizing the Execution of a Law Enforcement Mutual Aid Agreement and the Existence and Formation of the Illinois Law Enforcement Alarm System by Intergovernmental Cooperation shall be, and hereby is, enacted as follows:

   a. Authorization to enter into a Certain Agreement. The Sheriff of this Municipality/County is hereby authorized to sign, execute and deliver the agreement known as the "Law Enforcement Mutual Aid Agreement" and thereby enter into an Intergovernmental agreement with such other public agencies of the State of Illinois as are likewise willing to enter into said "Law Enforcement Mutual Aid Agreement" and recognize the existence and formation of the Illinois Law Enforcement Alarm System as set forth in the said "Law Enforcement Mutual Aid Agreement."

   b. Savings Clause. If any section, paragraph, clause or provision of this Resolution shall be held invalid, the invalidity thereof shall not affect any of the provisions of this Resolution.

   c. Effective Date. This Resolution shall be in full force and effect from and after its passage, approval and publication as provided by law.

Passed this _____ day of ____________, ______.

Ayes:

Nays:

Absent:

Abstain:

Approved this _____ day of ____________, ______

[Signature]

Mayor/Council Chairman, etc.

Attest:

[Signature]

Municipality/County Clerk etc.
KENDALL COUNTY
Ordinance No. _____

An Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Taking of Bond

WHEREAS, the County of Kendall, pursuant to Section 5/4-5001 of Chapter 55 of the Illinois Compiled Statutes, may charge fees for providing services by the Sheriff’s Office of Kendall County, including a fee for the Taking of Bond. Said amount is currently set at $14.00.

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

WHEREAS, the County Board of Kendall County, by resolution or ordinance, may charge an increase fee for the Taking of Bond by the Sheriff of Kendall County if a user fee study indicates that an increase of fees is warranted; and

WHEREAS, the Sheriff of Kendall County, pursuant to Section 5/4-5001 of Chapter 55 of the Illinois Compiled Statutes, retained the services of Fiscal Choice Consulting, an independent national cost accounting firm, to conduct a cost study to determine if the fees currently charged by the Sheriff for the Taking of Bonds, among other services, were sufficient to cover the costs of providing the service; and

WHEREAS; the cost study prepared by Fiscal Choice Consulting documented that the full cost of the services provided by the Sheriff of Kendall County for the fee charged for the Taking of Bond exceeds the current revenue received by the Sheriff of Kendall County for such service and, therefore, the County Board of Kendall County is permitted to increase the current fee for the Taking of Bond to recover the actual cost of the service provided; and

WHEREAS, the cost study by Fiscal Choice Consulting documented that the full cost to the Sheriff of Kendall County for the Taking of Bond is $35.00; and

WHEREAS, the Sheriff of Kendall County has reviewed the cost study by Fiscal Choice Consulting and is recommending that the County Board of Kendall County increase fees for the Taking of Bond to cover the full cost of service provided.

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

1). The above listed recitals are incorporated herein by reference.

2). The fee charged by the Sheriff of Kendall County for the Taking of Bond shall be set in the amount of $35.00.
3). This ordinance shall not supersede any other Ordinance enacted by the County Board of Kendall County which establishes or sets fees to be charged for other services provided by the Sheriff of Kendall County.

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

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

This ORDINANCE is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the _____ day of ______, 2014

________________________________________
John Shaw-Kendall County Board Chairperson

I, Debbie Gillette, County Clerk in and said for County, in the State aforesaid, and the keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of ____________, 2014.

________________________________________
Debbie Gillette-County Clerk
KENDALL COUNTY  
Ordinance No. ______

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

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

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

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

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

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

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

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

1). The above listed recitals are incorporated herein by reference.

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

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

4). This ordinance shall not supersede any other Ordinance enacted by the County Board of Kendall County which establishes or sets fees to be charged for other services provided by the Sheriff of Kendall County including, but not limited to the fee amount previously set for evictions in the amount of $260 per Ordinance No. 07-02.

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

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

This ORDINANCE is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the ______ day of ______, 2014

__________________________
John Shaw-Kendall County Board Chairperson

I, Debbie Gillette, County Clerk in and said for County, in the State aforesaid, and the keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the ______ day of ____________, 2014.

__________________________
Debbie Gillette-County Clerk
CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

ROLL CALL
Committee Members Present: Lynn Cullick, Elizabeth Flowers (9:04 a.m.), Judy Gilmour, Dan Koukol, John Purcell

Others present: Glenn Campos, Leslie Johnson, Stan Laken, Paul LaLonde, Becki Rudolph, and Jeff Wilkins

NEW BUSINESS

- **KAT Update** — Paul LaLonde distributed the KAT report and shared statistics, and said that the program continues to grow each month. Mr. LaLonde reported said they have been approved by the RTA for an FTA5310 grant.

  Mr. LaLonde said they are currently in discussions with Oswego to increase ridership for the Park and Ride. They hope to receive two new 12-passenger buses from the 2012 IDOT CVP grant. He reported that the 2012 IDOT Capital Program Initiative grant allowed for three 14-passenger replacement vehicles, two expansion vehicles (one 12-passenger and one 14-passenger), and an ITS scheduling system.

  Mr. LaLonde said that they are in the early stages of a feasibility study of flex routes. Mr. LaLonde will update the committee as the study progresses.

- **Wellness Program Incentives** — Judy Gilmour said there will be two Wellness Screenings, one at the Historic Courthouse, and one at the Department of Health & Human Services.

  Glenn Campos said the cost per individual will be $135 for those on the HMO plan, and no charge to PPO Plan participants. The County will cover the basic screening cost for the HMO Plan participants. Mr. Campos said he hopes to meet with all County Departments to encourage employee participation. There is one screening scheduled for June 11, 2014 at the Department of Health & Human Services.

  Discussion on various incentives, walking program contest, weight-loss contest, low-calorie or healthy recipe potlucks or breakfasts, and wellness program incentives or prizes for participation. The committee has asked Administrative Services to compile a list of prizes, including gift cards to offer to those that participate in the wellness screening for the June 11, 2014 committee meeting.

- **Variable Hourly Employee Policy Discussion** — Leslie Johnson said a decision will need to be made regarding the standard measurement period, the option of an administrative period (up to 90 days), and the stability period (at least six months, but no less than the
measurement period). This is needed because of the Affordable Care Act federal mandate and IRS regulations.

As part of her HR Audit, Ms. Johnson has found variable or seasonal employees in Animal Control, Highway, Veteran’s Assistance Commission, and Forest Preserve District.

Ms. Johnson recommended assigning an employee or department to track, maintain and monitor record-keeping for variable hourly employees prior to establishing any type of a policy, and there needs to be a standardized timesheet and means of reporting and record keeping county-wide. Ms. Johnson hopes to have the HR Audit completed and findings reported to the Admin HR Committee by the end of the summer.

Jeff Wilkins reviewed the proposed policy and said the county needs to comply with this issue by the end of the year.

There committee consensus was that the policy decisions will be made after completion of the HR audit by Ms. Johnson.

Member Purcell left the meeting at 10:25a.m.

- **Set date of employee picnic** – The committee decided to host the County Employee Picnic on Friday, September 12, 2014 at Hoover Forest Preserve Meadowhawk Lodge. The alternate date would be September 19, 2014.

**REPORTS**

**County Administrator**

- **Electric Aggregation Update** – Jeff Wilkins reviewed the updated timeline from Progressive Energy. Mr. Wilkins reported that overall prices are increasing.

Mr. Wilkins reviewed the monthly insurance reports with the committee.

Discussion on how the monthly liability report should be reported, and to whom. Ms. Johnson stated that it is important to have a standardized county-wide policy and reporting system in place for incidents occurring on county property. Chair Gilmour asked Glen Campos to communicate to all Department Heads and Elected Officials of the correct procedures and forms needed in reporting incidents to Human Resources. There was consensus that the information would be reported to the Admin HR Chair on a monthly basis.

**Other Department Head and Elected Official Reports**

Stan Laken, Technology reported:

- A Weather Warning test was conducted last Friday in the County Office Building, and was successful in notifying employees by overhead speaker, computer and phone systems.
- The software for the phone system has been updated.

- The next step in video recording project is to purchase the equipment. Mr. Laken will keep the committee updated on the progress of the project.

OLD BUSINESS – Glenn Campos updated the committee on the Ergonomic Workshops held recently, and reported that participation was lower than last year. Participants were surveyed on wellness initiatives and programs, wellness screenings, and other health topics of interest to employees.

There will be a workshop through the Employee Assistance Program entitled *Coping with Compassion Stress* on May 12, 2014.

**ACTION ITEMS FOR COUNTY BOARD** – none

**ITEMS FOR COMMITTEE OF THE WHOLE** – none

**EXECUTIVE SESSION** – None needed

**PUBLIC COMMENT** – None

**ADJOURNMENT** – Member Koukol moved to adjourn the meeting at 11:20 a.m., Member Cullick seconded the motion. *The motion was unanimously approved by a voice vote.*

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
HIGHWAY COMMITTEE MINUTES

DATE: May 13, 2014
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Scott Gryder, Jeff Wehrli (arrived at 4:03 PM), and Amy Cesich (arrived at 4:05 PM)
STAFF PRESENT: Fran Klaas & Ginger Gates
ALSO PRESENT: Angela Zubko

The committee meeting convened at 4:00 P.M. with roll call of Committee Members. Wehrli and Cesich initially absent. Quorum established. Absent members arrived later.

Motion Gilmour; second Koukol to approve the Highway Committee Minutes from the April 8, 2014 meeting. Motion carried unanimously.

Koukol presented four Intergovernmental Agreements with local agencies in Kendall County as part of the Transportation Alternatives Program. Projects include paths and walks along Route 71 in Oswego for $20,000, a path connection at Grove Road with Oswegoland Park District for $6,000, sidewalks on Ben Street with City of Plano for $25,000 and sidewalks along Route 47 with City of Yorkville for $5,000. Agreements were prepared and reviewed by David Berault at the State's Attorney Office and are ready to be presented to the County Board. Klaas gave a brief overview of the TAP to Committee Members. Motion Gryder; second Gilmour to recommend approval of the TAP Agreements to the County Board. Motion carried unanimously.

An intergovernmental agreement between Kendall County and Village of Millbrook was presented to the Committee relating to professional engineering services being provided by the County for roadwork that will be done on city streets during 2014. Committee members discussed some of the specifics of the agreement and how fees were eventually waived as a concession for using Whitfield Road as a detour route on the Fox River Drive bridge project. Motion Koukol; second Gilmour to recommend approval of the intergovernmental agreement to the County Board. Motion carried unanimously.

A Preliminary Engineering Services Agreement between Kendall County and Hampton, Lenzini and Renwick was presented to the Committee in the amount of $450,730. Said agreement is related to proposed improvements to Grove Road between Sherrill Road and U.S. Route 52, and includes all Phase I and Phase II Engineering, as well as plats and legals for the project. A bridge and another major culvert are included in the design work. Wehrli asked how long the engineering would be good for if the project wasn't built right away. Klaas indicated that it would be good indefinitely, but there might be minor changes to specifications and some permits might have to be renewed. Motion Cesich; second Wehrli to recommend approval of the agreement to the County Board. Motion carried unanimously.

A Preliminary Engineering Services Agreement between Kendall County and Willett Hofmann & Associates, Inc. was presented to the Committee in the amount of $139,835.80. This agreement is related to proposed improvements at the Grove Road Bridge just south of Van Dyke Road, near Plattville. The bridge itself has been labeled as a Legal-Load-Only structure
due to its deteriorated condition. Additionally, storm waters flood over Grove Road frequently in this area. The agreement is for Phase I only, because there is uncertainty in what will actually be proposed for road and bridge improvements that will solve the flooding problem. Wehrli asked about coordination with Army Corps of Engineers and Klaas confirmed that they would be involved all the way through the process due to the nature and size of the drainage area. Motion Koukol; second Gilmour to recommend approval of the agreement to the County Board. Motion carried unanimously.

The Phase II Engineering Agreement with HRGreen for the Eldamain Road Extension Project was presented to the committee. The agreement has a total cost of $2,888,426.09. This agreement has been negotiated and refined over the past couple months and still needs to be approved by the Illinois Department of Transportation due to the 80% federal funding. Motion Gryder; second Wehrli to recommend approval of the engineering agreement to the County Board. Motion carried unanimously.

An access variance has been requested by Ronald and George Reinert to allow a private access on the north side of Fox Road just east of 12345 Fox Road. Due to the expected reduction in traffic on this portion of Fox Road in the future Eldamain Road scenario, and considering the numerous other private accesses in the area, Klaas gave a positive recommendation for the variance. Motion Wehrli; second Gilmour to recommend approval of the access variance to the County Board. Motion carried unanimously.

Klaas discussed the currently-proposed alignment and configuration for the Eldamain Road and Fox Road intersection that was detailed in the Phase I Engineering for said project. Because the alignment of Eldamain Road at the intersection is in a horizontal curve, there is a required 4% superelevation of the proposed roadway, which causes the profile of Fox Road to have a very dramatic change on the east and west side of Eldamain Road. The east side would have a 5' cut below existing ground, while the west side would have a 9' fill above existing ground. So there would be a 14' difference in elevation from the east side of Eldamain to the west side. Klaas discussed the negative impacts of this alignment and proposed a different geometry for the intersection, which would include a roundabout instead of a tradition style intersection and traffic signal. The roundabout would allow the intersection to be built near existing grade and would be expected to save between $250,000 and $500,000 in the construction. Gryder asked about signalization of the intersection. Under the current plan, traffic signals would likely have to be included at the intersection. If the new plan is accepted, a roundabout would eliminate the need for traffic signals and it would also eliminate the need for 9' of fill material. Wehrli asked about railroad crossings and whether they would be allowed for Eldamain Road and for the new crossing of Fox Road. Klaas thought that the County would have a very good argument to allow the crossings through a petition to the ICC. The cost of construction would rest with the County. Wehrli also asked about proposed speed limits across the railroad and at a proposed intersection. Posted speed limit for Eldamain Road would be either 45 mph or 50 mph. In order to eliminate all superelevation on Eldamain, the speed limit would have to be reduced to something like 20 mph. The Committee discussed whether there was a proposed rail crossing with the previous Inland residential development proposal. Klaas was looking for feedback from the Committee in regard to whether an amendment should be made to the Phase I Project Development Report to provide for a roundabout at this location as opposed to a traditional intersection with traffic signals. Gilmour was not sure what proposal she liked better. Cesich liked the idea of a roundabout and felt it was a much better long-term solution for the area. Koukol liked the proposed cost savings and safety improvement of a roundabout. Wehrli also liked the
roundabout proposal better, but suggested the concept be brought before the Committee of the Whole. Gryder wondered about the connection to existing Fox Road as well as the costs for each alternative. Klaas reminded the Committee that any additional work for Phase I amendments would be funded with 80% federal money. Motion Koukol; second Wehrli to send this matter to the next Committee of the Whole Meeting for consideration by the entire Board. Motion carried unanimously.

Under Other Business, Cesich asked about the status of Little Rock Road, where there had been a roundabout proposed previously. No additional measures have been taken since the County Board turned down the intergovernmental agreement between the County and City of Plano in 2013. Since that time there has been no consensus by the Committee on any specific improvements to be made at that location.

Motion Koukol; second Wehrli to forward bills for the month of May in the amount of $269,080.75 to the Finance Committee for approval. Motion carried unanimously.

Dick Wade, Little Rock Township Highway Commissioner, came before the Committee to request assistance in completing the connection of Mitchell Drive, which would connect Schaefer North Subdivision (unincorporated) to Lakewood Springs Subdivision (City of Plano). The connection has been contemplated for many years, and Mr. Wade stated that both the City and Little Rock Fox Fire Protection District would like to see the connection completed for life safety reasons. Klaas gave some history on this project, which has already been designed, but was never funded. The original developer didn’t complete the improvements because it was expected that the roadway would be built with future phases of the subdivision. The County actually had money at one time in the 5-year plan to make the improvements, but it was taken out of the plan because of opposition by some members of the County Board. Wehrli stated that this road was always intended to go through and should go through. Klaas indicated that the County has the legal right to fund roadway improvements on both County and Township Highways, if they deem that appropriate. Koukol requested that this matter be put on the Highway Agenda for further discussion at the regularly-scheduled June meeting.

Meeting adjourned at 5:23 P.M.

Respectfully submitted,

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

1. Intergovernmental Agreement between Kendall County and Village of Oswego for construction of paths and walks on Ill. Rte. 71 as part of the Transportation Alternatives Program in the amount of $20,000.

2. Intergovernmental Agreement between Kendall County and Oswegoland Park District for construction of paths at Grove Road as part of the Transportation Alternatives Program in the amount of $6,000.

3. Intergovernmental Agreement between Kendall County and City of Plano for construction of sidewalks on Ben Street as part of the Transportation Alternatives Program in the amount of $25,000.

4. Intergovernmental Agreement between Kendall County and City of Yorkville for construction of sidewalks on Ill. Rte. 47 as part of the Transportation Alternatives Program in the amount of $5,000.

5. Intergovernmental Agreement between Kendall County and Village of Millbrook to provide engineering services for the improvement of roadways within the Village.

6. Preliminary Engineering Services Agreement with Hampton Lenzini and Renwick for roadway improvements to Grove Road from Sherrill Road to U.S. Route 52 in the amount of $450,730.

7. Phase I Engineering Services Agreement with Willett Hofmann & Associates, Inc. for roadway and bridge improvements on Grove Road south of Chicago Road in the amount of $139,835.80.

8. Phase II Engineering Services Agreement with HR Green for professional engineering services on the Eldamain Road Extension Project in the amount of $2,888,426.09.

9. Access variance ordinance providing for a private access to the north side of Fox Road just east of 12345 Fox Road.
INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY
TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE
VILLAGE OF OSWEGO TO CONSTRUCT SIDEWALKS AND MULTI-USE TRAILS
IN OSWEGO, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between
the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and
the Village of Oswego (the "Grantee"), a municipal corporation of the State of Illinois.

WITNESSETH:

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

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

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

WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605
ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements
with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

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

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

WHEREAS, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks along the North and South sides of Illinois 71 within grantee’s city limits. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on March 19, 2014; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of Oswego and Kendall County; and

WHEREAS, Kendall County and Grantee wish to enter into this agreement wherein Kendall County will grant moneys to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee’s application for funds, and the Intergovernmental Agreement between Grantee and the Illinois Department of Transportation, which is attached to this agreement as Exhibit A and incorporated by reference; and
WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than $50,000 in KC-TAP Funds per fiscal year; and

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

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

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

2. Kendall County's Obligations:
   a. Kendall County agrees to grant an amount not to exceed $20,000.00 in Fiscal Year 2014 (December 1, 2013 to November 30, 2014) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of the Grant, which shall not exceed $20,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
   c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then the County shall reimburse an amount equal to 50% of the Project costs but no greater than $20,000.00;
d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee’s final request for reimbursement and the necessary supporting documentation supporting the request;

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

3. Grantee’s Obligations:

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

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

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

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

i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act applicable to it, but shall not guarantee or ensure compliance by contractors and Grantee shall (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and liabilities incurred for Grantee's, contractors' and/or subcontractors' violations of the Prevailing Wage Act.

ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ("Employment Act").
iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

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

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

e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as
a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act);

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

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

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

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

k. If Grantee is unable to begin construction of the Project within 24 months after the parties’ execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties’ execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may
be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee’s request for an extension of time;

l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee’s compliance with the terms of this Agreement;

m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);

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

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

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

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.
If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

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

If to the Grantee: Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

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

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

8. This Agreement may be executed in counterparts (including facsimile signatures), each of
which shall be deemed to be an original and both of which shall constitute one and the
same Agreement;
9. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

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

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

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

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

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

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

By: __________________________
   Chair, Kendall County Board

Date: _________________________

Attest: _________________________
   County Clerk

Village of Oswego, Kendall County, Illinois, a municipal corporation

By: __________________________

Date: _________________________

Attest: _________________________
   Village
INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE CITY OF PLANO TO CONSTRUCT SIDEWALKS ALONG SOUTH BEN STREET, PLANO, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between
the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and
the City of Plano (the "Grantee"), a municipal corporation of the State of Illinois.

WITNESSETH:

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

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

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

WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements
with each other for the construction, maintenance and improvement of streets, highways and any
portions thereof; and

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

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

WHEREAS, Grantee has submitted an application for funds pursuant to the KC-TAP
program within which Grantee sought financial assistance to construct sidewalks along South
Ben Street within Grantee’s city limits. Grantee’s construction project is identified in the
attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for
financial assistance on March 19, 2014; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local
pedestrians and to provide a safe and efficient sidewalks/pathway for the residents of the City of
Plano and Kendall County; and

WHEREAS, pursuant to the terms of this agreement, Kendall County will grant money
to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the
Grantee’s application for funds and improvement plans depicted in Exhibit A, which is attached
to this agreement and incorporated by reference; and
WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than $50,000 in KC-TAP Funds per fiscal year; and

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

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

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

2. Kendall County's Obligations:
   a. Kendall County agrees to grant an amount not to exceed $25,000.00 in Fiscal Year 2014 (December 1, 2013 to November 30, 2014) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of the Grant, which shall not exceed $25,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
   c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of the Project's costs, then the County shall, in its sole discretion, choose to reimburse an amount below $25,000.00 and equal to 50% of the Project's costs;
d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee’s final request for reimbursement and the necessary supporting documentation supporting the request;

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

3. Grantee’s Obligations:

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

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

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

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

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

ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ("Employment Act").
iii. The Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

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

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

e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a
violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act);

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

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

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

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

k. If Grantee is unable to begin construction of the Project within 24 months after the parties’ execution of this Agreement, or is unable to complete the Project and
request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee’s request for an extension of time;

1. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee’s compliance with the terms of this Agreement;

m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any
obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

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

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

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

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

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

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

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

*If to the Grantee:*  
Mayor Bob Hausler  
Plano City Hall  
17 E. Main Street  
Plano, IL 60545

With copy to:  
Thomas W. Grant  
Attorney at Law  
200 Hillcrest Ave.  
P.O. Box 326  
Yorkville, IL 60560

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

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

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

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

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

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

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

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

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

County of Kendall, a unit of local government of the State of Illinois                City of Plano, Kendall County, Illinois, a municipal corporation

By: ____________________________                By: ____________________________
    Chair, Kendall County Board               _______________ _______________

Date: ____________________________                Date: ____________________________

Attest:

_____________________________

County Clerk
INTEGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE UNITED CITY OF YORKVILLE TO CONSTRUCT MULTI-USE TRAILS AND SIDEWALKS ALONG ROUTE 47 IN YORKVILLE, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the United City of Yorkville (the "Grantee"), a municipal corporation of the State of Illinois.

WITNESSETH:

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

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

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

WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements

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with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

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

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

WHEREAS, on or about December 26, 2013, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks along Illinois Route 47 within Grantee’s city limits. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on March 19, 2014; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of the United City of Yorkville and Kendall County; and

WHEREAS, pursuant to the terms of this agreement, Kendall County will grant money to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee’s application for funds, which is attached to this agreement as Exhibit A and
incorporated by reference; and the referenced Intergovernmental Agreement between Grantee and the Illinois Department of Transportation; and

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

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

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

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;
2. Kendall County’s Obligations:
   a. Kendall County agrees to grant an amount not to exceed $5,000.00 in Fiscal Year 2014 (December 1, 2013 to November 30, 2014) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of this Grant, which shall not exceed $5,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
   c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of
the Project's costs, then the County shall, in its sole discretion, choose to reimburse an amount below $5,000.00 and equal to 50% of the Project's costs;

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

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

3. Grantee's Obligations:

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

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

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

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

i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. Grantee agrees
to (a) fully comply with all applicable requirements of the Prevailing
Wage Act and (b) notify all contractors and subcontractors that the work
performed pursuant to this Agreement shall be subject to the Illinois
Prevailing Wage Act. In the event that Grantee fails to comply with the
notice requirements set forth in the Illinois Prevailing Wage Act,
Grantee shall be solely responsible for any and all penalties, fines and
liabilities incurred for Grantee’s, contractors’ and/or subcontractors’
violations of the Prevailing Wage Act.
ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. ("Employment Act").

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

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

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

e. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;

f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and
subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act);

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

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

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

j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to the County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Requests for extensions shall not be valid if made after the expiration of the above deadlines. Kendall County retains sole discretion whether to approve Grantee’s request for an extension of time.

l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee’s compliance with the terms of this Agreement.

m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to
timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

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

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

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

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;
6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

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

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

If to the Grantee: City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

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

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

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

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

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

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

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

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

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

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

By: Chair, Kendall County Board

Date: ____________________________ Date: ____________________________

Attest: ____________________________

County Clerk

United City of Yorkville, Kendall County, Illinois, a municipal corporation
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS AND THE VILLAGE OF MILLBROOK, ILLINOIS RELATING TO PRELIMINARY ENGINEERING AND CONSTRUCTION ENGINEERING SERVICES ON SHERMAN STREET, HUDSON STREET AND FOXHURST LANE/SHAGBARK LANE IN MILLBROOK, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT (the "Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Millbrook (the "Village") a municipal corporation of the State of Illinois.

WITNESSETH:

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

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

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and
WHEREAS, certain parts of Sherman Street, Hudson Street, Foxhurst Lane and Shagbark Lane (the “Subject Roadways”) are municipal roads within the jurisdiction of the Village, which the Village has determined are in need of improvement; and

WHEREAS, it is deemed to be in the best interest of Kendall County and the motoring public to improve and maintain the various roadways throughout Kendall County, including those within the municipalities of the County; and

WHEREAS, Kendall County and the Village wish to enter into an agreement wherein Kendall County and the Village will cooperate in the engineering and improvement of the Subject Roadways as is herein laid out.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, both Kendall County and the Village covenant, agree and bind themselves as follows, to wit:

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

2. The Kendall County Engineer shall provide Preliminary Engineering and Construction Engineering services, including final inspections, for the Village in regard to the resurfacing of certain parts of Sherman Street, Hudson Street, Foxhurst Lane and Shagbark Lane (the “Subject Project”) located within Millbrook, Illinois in accordance with 605 ILCS 5/7-202 et seq., though no Motor Fuel Tax Funds are anticipated to be utilized for reimbursement of the County Engineer’s services. The County shall not be responsible for the financing or performance of construction duties on the Subject Project.
3. In consideration for the above services, the Village of Millbrook has permitted Kendall County to utilize Whitfield Road as a signed detour for the Fox River Drive Bridge Project, which has since been completed, and the Village hereby relieves the County of any claims for damages or remediation resulting from such usage and forever discharges the County from any liabilities in connection with such prior usage.

4. Nothing in this Intergovernmental Agreement shall be construed as to imply, or create, an obligation or duty on Kendall County to itself perform the resurfacing, construction or maintenance of any of the Subject Roadways now or in the future. Further, the parties hereby agree and understand that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on either party to undertake improvements to the Subject Roadways, except as are already provided by law and per the terms of this Agreement.

5. The parties hereby agree that any and all construction completed along the Subject Roadways shall comply with all competitive bidding and selection requirements as are necessary pursuant to applicable State and Federal laws.

6. Each Party shall hold harmless, indemnify and defend the other party, including such party’s past, present, and future board members, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from either 1) intentional, willful, wanton, reckless or negligent conduct by such indemnifying party, or 2) such indemnifying party’s failure to adequately perform its obligations pursuant to this Agreement. However, neither Party shall be indemnified
hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, reckless or negligent misconduct.

Nothing contained herein shall be construed as prohibiting The Village or Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 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. The Village and/or Kendall County’s participation in their own defense shall not remove the other party’s and/or Contractors and Subcontractors’ duty to indemnify, defend, and hold the Village and/or Kendall County harmless, as set forth herein. The Village and Kendall County do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) or other such Acts by reason of indemnification or insurance.

7. The Village shall require an indemnification provision indemnifying the County as set forth above, in each contract with their Contractors and Subcontractors performing services on the Subject Project and shall also include the following Kotecki Waiver:

**Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker’s Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois [and Millbrook, Illinois] and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence.
Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

8. The Village shall further require each contract with the Contractors and Subcontractors performing services on the Subject Project to include the following insurance clause:

Contractor and Subcontractors will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder Contractor and Subcontractors shall deposit with the Village and County certificates evidencing the insurance it is to provide hereunder:

(A) Worker’s Compensation and Occupational Disease Disability insurance:
   (i) State: Statutory
   (ii) Applicable Federal (e.g., Longshoremen’s): Statutory
   (iii) Employer’s Liability:
          (a) $500,000 per accident
          (b) $500,000 disease, policy limit
          (c) $500,000 disease, each employee

(B) If written under Comprehensive General Liability Policy Form:
   (i) Bodily injury: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (ii) Property damage: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (iii) Bodily injury and property damage combined: $1,000,000 per occurrence and $2,000,000 aggregate per project
   (iv) Personal injury: $2,000,000 aggregate per project

(C) If written under Commercial General Liability Policy form:
   (i) $2,000,000 general aggregate per project;
   (ii) $1,000,000 products completed operations aggregate
   (iii) $1,000,000 personal and advertising injury
   (iv) $1,000,000 per occurrence
   (v) $1,000 medical expenses (any one person)

(D) Business Automobile Liability (including owned, non-owned and hired vehicles):
   (i) Bodily injury and property damage combined: $1,000,000 per occurrence

(E) Umbrella Occur.:
   (i) $5,000,000 per occurrence
   (ii) $5,000,000 aggregate
Kendall County and the Village shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County and the Village. Also, Kendall County and the Village shall be designated as the certificate holders and appropriate insurance endorsements issued to both.

Note: Should the Village be performing the construction with its own personnel, it shall be required to provide the above insurance minimums.

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

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

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

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

If to the Village: Millbrook President
Village of Millbrook
PO Box 51
Millbrook, Illinois 60536

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

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

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

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

14. This Agreement may be terminated by either party at any time by providing thirty (30) days advance written notice to the other party.
15. Nothing contained in this Agreement, nor any act of Kendall County or the Village pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Village.

16. This Agreement shall be effective upon approval by the respective legislative bodies of Kendall County and the Village and the date of this Agreement shall be deemed as the last date of acceptance of this as provided herein below.

17. Unless this Agreement is terminated pursuant to Paragraph 14 above, the Agreement shall be in full force and effect until the Subject Project is completed. However, the indemnity obligations of Paragraph six (6) and the provisions of Paragraph three (3) shall survive the conclusion or termination of the agreement.

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

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

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

By: ________________________________
Chair, Kendall County Board

Village of Millbrook, Kendall County, of the Illinois a municipal corporation

By: ________________________________
April 30, 2014

Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

Re: Grove Road (Sherrill Road to US 52)
Preliminary Engineering and
Land Acquisition Services

Dear Mr. Klaas:

We prepared this letter to serve as the agreement between the Kendall County Highway Department (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for Preliminary Engineering and Land Acquisition services requested relative to the proposed Grove Road Improvements extending from Sherrill Road north to US 52.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, detailed on the appended Scope of Services narrative, labeled as Exhibit A, and itemized by task and hours on the appended Scope of Services chart, labeled as Exhibit B.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit C and appended hereto.

Services not set forth above as Basic Services and not listed in Exhibits A or B of this Agreement are specifically excluded from the scope of the Consultant's services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibits A or B.

All of the above services are to be performed in conformance with the requirements of the Kendall County Highway Department.

RESPONSIBILITIES OF CLIENT

It is the Consultant's understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- As-built roadway and culvert plans on file
- Right-of-way plans and maps on file
- Traffic count data on file

Information Provided by Others
The Client shall furnish, at the Client's expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Rentwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost and are anticipated to include property title documents and vehicle expenses. The Consultant will provide anticipated direct costs to the Client for approval before incurring the expense.

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These rates will remain in effect through December 31, 2014. In the event our services are required after that date, we will be reimbursed at our actual 2015 hourly rates. Our actual 2015 rates will be determined in late 2014.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item. Out-of-pocket expenses will include the following:

- Soil borings and geotechnical engineering services by McCleary Engineering
- Environmental database search fee
- Soil testing by Prairie Analytical Systems (lab fees)
- Printing costs for public meeting exhibits
- Property ownership documentation from Wheatland Title Company (title reports, updates)

At this time, we estimate the cost of our services will be as follows:

Preliminary Engineering Services..........................................................$340,390
Land Acquisition Services.................................................................$110,340
Total Cost of Services........................................................................$450,730

Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost of $450,730 must be pre-approved in writing by the Client.
Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

**Payment Terms**

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.

If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

**GENERAL TERMS AND CONDITIONS**

**Assignment**

Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

**Authorized Representatives**

The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:

- Name: Francis Klaas, P.E.
- Title: County Engineer
- Address: 6780 South Route 47, Yorkville, IL 60560
- Office Phone: (630) 553-9583
- E-mail: f klaas@co.kendall.il.us

For the Consultant:

- Name: Diane Lukas, P.E.
- Title: Principal in Charge
- Address: 380 Shepard Drive, Elgin, IL 60123
- Office Phone: (847) 697-6700
- Cell Phone: (847) 624-4992
- E-mail: dlukas@hlreng.com

- Name: Christopher McClure, P.E.
- Title: Project Manager
- Address: 380 Shepard Drive, Elgin, IL 60123
- Office Phone: (847) 607-6700
- Cell Phone: (847) 363-1927
- E-mail: cmclure@hlreng.com
Certification
Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant or the Client are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant or the Client may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages
Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Defects in Service
The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant's services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client's contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remedying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays
The parties agree that neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond the control of the parties. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters; fires, riots, war, or acts of God; failure of any government agency or utility to act in timely manner; or discovery of any hazardous substances.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation, provided the equitable adjustment is pre-approved in writing by the parties.

Drug Free Workplace.
Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
Entire Agreement
This Agreement, comprising pages 1 through 8, and Exhibits A and B, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction
The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

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

Indemnification
The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client, its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys’ fees and defense costs, to the extent caused by the Consultant’s negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State’s Attorney and appointed a Special Assistant State’s Attorney, as provided in 55 ILCS 5/3-9005. The Client’s participation in its defense shall not remove Consultant’s duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party’s own negligence.

Independent Contractor
It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant’s officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant’s officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant’s officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client’s own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.
Insurance
Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $5,000,000 for each occurrence, with a minimum $5,000,000 aggregate. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business automobile liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

Mediation
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The cost of mediation will be split equally between the parties. The mediator will be selected from the Federal Mediation and Conciliation Service (FMCS) list.

The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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

Notice of Delay
If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

Right of Entry
The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

Severability
Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.
Standard of Care
In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

Suspension of Services
If the Project or the Consultant’s services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant’s services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days’ written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days’ notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination
In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client’s convenience and without cause upon giving the Consultant not less than seven (7) calendar days’ written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days’ written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant’s services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant’s services under this Agreement are being performed solely for the Client’s benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.
Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant's construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

Waiver of Liens
Upon completion of the project and as a condition prior to payment in full, Consultant shall obtain and tender to Client a final waiver of lien for all consultants, contractors, subcontractors, sub-subcontractors, and suppliers who Consultant retained to perform work on and/or supplied materials for the services set forth in this Agreement.

If this agreement meets with the County's approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,
HAMPTON, LENZINI AND RENWICK, INC.

By: [Signature]
Diane Lukas, P.E.
President

DL: dlh
Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by Kendall County for Engineering, Surveying and Land Acquisition services set forth above.

By ___________________________ ___________________________ Date
Title County Board Chairman

ATTEST:

By ___________________________
Title County Clerk
EXHIBIT A
Kendall County
Grove Road Improvements from Sherrill Road to US 52
Proposed Scope of Services

Project Description

The proposed project involves improving Grove Road between Sherrill Road and US Route 52. The project limits are about 600 feet north of Sherrill Road (meeting an adjoining improvement to Sherrill Road) and the US 52 south edge of pavement. The length of improvement is about 3.5 miles.

The existing pavement is 20 feet wide, adjoined by narrow gravel and earthen shoulders and roadside drainage ditches. There are four culverts, one of which is a 6x12 double box structure. The existing profile is flat in some areas. Existing right of way (ROW) is mostly prescriptive and assumed to be 30 to 33 feet from roadway centerline. The existing speed limit is 55 mph.

The proposed improvement will be two lanes at 12 feet wide, 8-foot shoulders (4 feet full-depth pavement plus 4 feet aggregate) and roadside drainage ditches. The existing rural profile will be retained. Profile and cross sections will fit within a 100-foot ROW width.

Proposed ROW will be 100 feet (50 feet from centerline) except along the frontage of homes where this taking will result in the loss of trees / landscaping or reduce the property to a non-conforming size. At these locations, curb and gutter will be placed along the outside edge of an 8-foot wide paved shoulder and with short sections of culvert or storm sewer pipe to maintain the existing ROW width. Proposed ROW will be acquired via dedication. Prescriptive ROW will not be purchased. Additional ROW outside of prescriptive will be purchased. Trees within the existing ROW will be removed. Trees removed from proposed ROW will be purchased from their owners in lieu of being replanted.

A geotechnical analysis of the existing pavement will be conducted to determine whether the existing pavement, or sections of it, should be salvaged, recycled or completely reconstructed.

Engineering Services

Topographic Survey

HLR will perform a topographic route survey of Grove Road from US Route 52 to about 600 feet north of Sherrill Road. The route survey will include locating pavement edges and centerline, shoulders, driveways, utilities and trees (over 6") within the proposed 100' right-of-way. We will provide cross sections at 100' intervals. We will locate section corners and establish section lines. The proposed centerline will be based on the section lines if practical. The survey will be performed in Illinois SPC East Zone Grid (NAD 83 2007 Adjustment). Horizontal control and benchmarks will be established throughout the project limits for future use.

Preliminary Engineering

During preliminary engineering, we will hold a kick-off meeting with County staff (assumes 2 people from HLR). We will visit the project site to take pictures and make notes on our observations. Once the survey is complete, we will download and plot the survey points in Microstation. We will
EXHIBIT A
Kendall County
Grove Road Improvements from Sherrill Road to US 52
Proposed Scope of Services

complete data collection of public utilities, field tiles, wells, septic systems and anything else that is available.

Detailed soil and pavement evaluations (both the borings and the report) will be conducted by McCleary Engineering. In compliance with the new Illinois Clean Construction Demolition Debris (CCDD) laws, we will complete the IEPA LPC#662 for this project. This includes completing pH testing of the soils, obtaining an Environmental and Historical Database Review and filling out the required forms. Depending on the results of the IEPA LPC#662, further evaluation and testing may be required. This IEPA LPC#663 requires soil characterization sampling. While McCleary is completing their cores, HLR staff will take samples at 12 locations and send them to Prairie Analytical Systems for laboratory testing.

We will prepare one public information meeting for this project. HLR will have 4 engineers available to answer questions and receive information at the meeting. Exhibits to be presented at this meeting includes typical cross sections and aerial map exhibits (1 set of exhibits at 50 sq. ft. per exhibit at a cost of $2.80 sq/ft plus $6 for delivery). We will also complete property owner letters to be sent to the adjacent property owners. Color aerial exhibits will be completed for each property.

Drainage

HLR will prepare an Existing Drainage Plan based on survey, available countywide 2' contour data, and field review. This Existing Drainage Plan will be used as a base to prepare a Proposed Drainage Plan. The Proposed Drainage Plan will include a comprehensive drainage system plan that will include ditch/swale grading, cross culverts, driveway culverts, and minor storm sewer systems (if needed). Proposed right-of-way needs will be evaluated in conjunction with the stormwater drainage system to ensure that the proposed design fits within the proposed 100-foot ROW.

Four major culverts are located within the project limits. Three of the four have relatively small drainage areas and will be carefully evaluated using StreamStat and HY-8 stormwater models. The largest culvert (double 6'x12' box culvert) will be evaluated using StreamStat and HEC-RAS stormwater models.

Stormwater detention will not be required for the roadway improvements. A Stormwater Management Report will not be needed for this project.

We will prepare a Technical Memorandum, including narrative and exhibits, based on the above drainage-related items.

Structural

The project limits include SN 047-3125 (double box culvert) and a single 10' box culvert, plus two pipe locations for improvement. Local funding will be used for these improvements.
Preliminary Bridge Design & Bridge Condition Report

HLR will develop a Bridge Condition Report (BCR) for the existing SN 047-3125 double box culvert and the single 10' box culvert. This report will detail the deficiencies and needs of the structure, including structural, hydraulic and geometric improvements in order to accommodate the proposed roadway improvements.

The BCR will outline the alternates for proposed structure improvements, including widening the existing double box culvert and the single box culvert. If the box size is determined to be hydraulically inadequate, a single span bridge replacement may be proposed. A Type, Size and Location (TS&L) plan will be developed for the recommended bridge design.

HLR will complete the proposed roadway profile, preliminary structure design and construction limits on the preliminary cross section sheets. An abbreviated Preliminary Bridge Design and Hydraulic Report will be submitted to Kendall County for approval.

Geotechnical Analysis

A structural soil boring may be required if the culvert SN 047-3125 is to be replaced. Structural borings will not be required if the culvert is to be lengthened.

Structure Plans

HLR will prepare final structure plans and specifications for the two culvert improvements as per the preliminary bridge design and hydraulic report and BCR. The existing culvert will be utilized in the proposed design. The contract plans will be signed and certified by a Licensed Structural Engineer in Illinois.

An alternate for a structure replacement is included in the scope to prepare bridge plans in addition to an alternate for culvert extensions.

Plans, Specifications and Estimates

We will prepare the proposed plan sheets according to County requirements. We will design proposed cross sections at 100-foot intervals and as required at driveways, high points, low points, and other critical locations.

Preliminary Plans (60% Complete)

HLR will develop Preliminary contract plans in accordance with County standards for review by the County Engineer. As we develop plans to this level of completion, we will review various aspects of the design with the County Engineer at appropriate intervals during plan preparation.

We will send copies of the preliminary plans to all involved utility companies for their early review.

We will perform a field check to confirm the accuracy of the plans and address any concerns of the County.
Pre-Final Plans and Specifications (95% Complete)
HLR will develop plans to the pre-final stage and all review comments will be addressed. We will prepare detailed special provisions, pre-final quantities, and an engineer’s estimate and submit them to the County Engineer for review.

Final Contract Plans
After the receipt of the final review comments, we will complete all contract documents and deliver them to the County Engineer.

Right-Of-Way Documents and Staking
HLR will prepare right-of-way documents for Grove Road from US Route 52 to Sherrill Road, which we estimate to be approximately 25 parcels. We will order title commitments for each parcel through Wheatland Title. Existing right-of-way and property lines will be established based on titles, research, and field data collected.

HLR will prepare Plats of Highways and legal descriptions for all proposed right-of-way and easements. These documents will be prepared in accordance with Kendall County standards, IDOT District Three standards, the Land Acquisition Manual, and Illinois statutes. Once the plats and legal descriptions are approved, we will stake the proposed right-of-way and permanent easements, and submit final signed plats for recording.
Kendall County plans to improve Grove Road between Sherrill Road and US Route 52. The existing rural roadway will be widened to provide two 12-foot wide lanes with 8-foot wide shoulders and an open ditch drainage system. HLR's assistance to Kendall County includes preparation of preliminary plans, evaluation of profile and pavement alternatives, environmental analysis and permitting, structural design, plans, specifications and estimates, right-of-way plats and legal descriptions. A detailed narrative scope of services accompanies this exhibit.

<table>
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<tr>
<th>Task</th>
<th>Description</th>
<th>Hours by Employee Classification</th>
<th>Direct Cost</th>
<th>Fee</th>
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<td>Compile &amp; prepare environmental site photo log.</td>
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Prepared by HLR, Inc./D. Lukas, P.E.

Exhibit B: Page 1 of 4

17 April 2014
## Task Description Hours by Employee Classification

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<th>Task</th>
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### III. Drainage & Hydraulic Engineering

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<th>ENV2</th>
<th>ENV1</th>
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### IV. Structural Engineering

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### V. Detailed Design/Plan Preparation (3.5 miles)

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<td>5) Typical sections including pavement design</td>
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<td>6) Alignment/ties/benchmarks (18,000 ft, 2 sheets)</td>
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### EXHIBIT B

#### Task Description

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<td>7)</td>
<td>Proposed plan &amp; profile-roadway (18,000' = 20 sheets @ 40 scale)</td>
<td>E6 160 E5 80 E3 80</td>
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<td>8)</td>
<td>Proposed Plan &amp; profile-utilities (18,000' = 20 sheets @ 40 scale)</td>
<td>E6 40 E5 40 E3 24</td>
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<td>9)</td>
<td>MOT sheets with Detour (no cross sections)</td>
<td>E6 40 E5 24 E3 24</td>
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<td>SESC plan including SWPPP</td>
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<td>District 3 details</td>
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<td>Cross sections (180 sections @ 100')</td>
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<td>Highway standards</td>
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#### VI. Estimates and Specifications

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<td>Estimates of Cost</td>
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<td>Bid Documents</td>
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#### VII. Permitting

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#### VIII. Right-Of-Way Services

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<td>Land surveying</td>
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<td>Land survey calculations</td>
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<td>d.</td>
<td>Land survey research. Direct cost for title reports</td>
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<td>Drafting of right-of-way plats</td>
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<td>Typing of legal descriptions. Printing of plats. Copying of documents</td>
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<td>h.</td>
<td>Staking of proposed right-of-way</td>
<td>E6 18</td>
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Subtotals Engineering Hours & Fee = 15392 247 322 776 448 617 180 520 770 59 88 34 $31,736.00 $418,994.00

Prepared by HLR, Inc./D. Lukas, P.E.

17 April 2014
### EXHIBIT B

<table>
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<td>Direct Cost: Environmental Database Search (EDR) =</td>
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<td>Direct Cost: Soil Testing Lab Fee (Prairie Analytical) =</td>
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<td>Direct Cost: Exhibit Printing =</td>
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<td>Direct Cost: Title Reports =</td>
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<td>Total Direct Costs =</td>
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**TOTAL FEE =** $450,730.00

*Note: Total fee includes effort to design new bridge at Minooka Branch / Aux Sable Creek (Task IV.c-2). If extension of existing double box culvert structure is feasible, Task IV.c-1 will apply and the structural design fee will be reduced by $5,980.*

### IX. Planned Supplement

| a. 2018 update (bid documents, pay items, index of sheets, etc.) | 40 | 24 | $6,723.25 |
KENDALL COUNTY
Ordinance No. ______

An Ordinance Granting Variance to the Kendall County Highway Access Regulation Ordinance

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999 and notwithstanding subsequent revisions; and

WHEREAS, Fox Road (County Highway 1) has been classified as an Access 3 Highway in said Ordinance, requiring a spacing for private accesses of not less than 1000 feet; and

WHEREAS, Ronald and George Reinert have petitioned Kendall County for the installation of a private access on the north side of Fox Road approximately 125 feet east of the existing private access at 12345 Fox Road as depicted on the attached Location Map; and

WHEREAS, in consideration of other private accesses in the immediate vicinity of said proposed access, the extremely low volume nature of the private access proposed, and the minimal conflict created by installation of said access.

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

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

2. That a variance is hereby authorized for Ronald and George Reinert, for the installation of a single, full-access driveway on the north side of Fox Road approximately 125 feet east of 12345 Fox Road. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.

3. That said access shall serve a single family residence and shall be constructed for no other purpose.

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

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

John A. Shaw – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the_______ day of__________________, A.D., 2014

Debbie Gillette – County Clerk
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:34 p.m.

1) Roll Call — Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Prochaska, Member Wehrli & Member Cullick. All members were present to form a quorum of the committee. Facilities Management Director Smiley was also present.

2) Approval of the April meeting minutes — Vice-Chair Gilmour made a motion to approve the April committee minutes. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved.

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

1) Technology Request for a Generator at the Historic Courthouse
   • Jim is meeting with Lee Legler this week to go over the needs at the facility.

2) County Office Building (COB) Roof and Systems Update
   • The main rooftop unit and boiler system were started up and cut over in the past couple of weeks. It was determined the wrong type of valves were installed on the water coils. Kluber agreed that systems are designed all of the time with this type of valve, but a credit of some type should be given if the valves are not replaced with the correct valves. Trane is planning to draft a letter to offer some form of a credit in additional materials being provided as well as the possibility of extending the warranty and/or maintenance program from Trane at no cost. Kluber is going to review and offer their opinion on Trane's offer. So, for the time being the remaining balancing of the system has been put on hold by CMI. The rubber roof was completed last week, except for the metal edge. The generator pad was poured a couple of weeks ago and moved into position last week. The fence poles were installed last late last week.
   • CMI provided two possible change orders:
     a) Additional VAV box for the Treasurer's office as well as changes to the ceiling in one room to accommodate the VAV box Kluber designed to fit in the area, but was determined could not fit without lowering the ceiling. Total cost $8,510.00.
     b) Additional VAV box for the Administration conference room. Total cost $7,182.00.
   • Project cost analysis is provided for review with this report.

Report from meeting
The change orders were discussed and the merits of doing the additions now versus later were discussed. Jim explained that his cost analysis includes these proposed changes and that he feels there should not be many if any other unforeseen costs on the project. Even with these costs included in the project the overall project is still projected to be under budget. The consensus of the committee was that it would be cheaper to go ahead and get these changes completed on this project now, than to do them at a later date. Jim was directed to go ahead with these two change orders.

3) PSC Records Remodeling Phase II Update
   • The counter repair work for the original area of the Records department has been ordered. The work is expected to be completed this month. All other work on the project has been completed.

4) New Offices in the Treasurer's Department
   • All work on the offices has been completed. The Chief Deputy and Payroll office are now occupied. Project complete with the exception of the additional zone for the payroll office and front counter swing door.

5) County Office Building (COB) Security Improvements
   • The new door in Administration was completed and installed last week.
   • Additional counter doors and counters are being reviewed with each department.
   • Jim plans to get these ordered soon and hopes to have the work completed by early June.
   • Technology has been given the requirements for storage in order to upgrade the video camera system for the facility.

6) Animal Control HVAC Improvements
   • Work started today.
   • Artlip plans to have the majority of the work completed in the next week to ten days.
1) Chairman’s Report
   • Chairman Koukol’s report on ongoing events in the Facilities Management department.

Report from meeting
Dan mentioned that members may hear that another department wants to take over responsibility for copiers and faxes. Dan has told them this is not going to happen unless all responsibilities for consumables, paper and other things Facilities Management does to run the program are also to be done by the other department. Chairman Koukol also talked about the retirement and replacement of the Facilities technician at the COB. Dan also talked about the need to add a full time Project Manager position to be added. Mr. Koukol asked for an opinion from each member and all agreed help was needed and further discussion was warranted with the Finance committee. Dan said he was planning to ask for approval from the CB Chairman for the full time position to be on the next County Board meeting.

2) Voicemail Server Upgrade
   • Jim signed the contract a couple of weeks ago. Sound Inc. contacted Jim late last week to start planning the upgrade. Jim will be setting up a meeting with Sound and Technology soon to plan the upgrade and cutover of the system.

3) Circuit Clerk Office Remodeling
   • Jim has met with Becky a couple of times to plan the size and layout of the offices. Jim has also helped determine how the furniture can be redeployed and what new furniture Becky needs to purchase. Jim needs to get a firm to review the ventilation of the new offices. Jim plans to start the project sometime in June to early July.

4) Extend Snow Plowing Contract with Winninger Excavating for 3 years in the amount of $44,000.00 per year annually
   • Winninger has offered to extend the contract at the same cost as we have done in the past with other vendors.
   • Jim is looking for direction from the committee.

Report from meeting
Chairman Koukol said he had talked to quite a few people and has been impressed with Winninger’s service on this account and others. Dan said he was especially impressed with seeing the owner of the company being actively involved with snow removal and salting operations himself. Chairman Koukol polled the committee members on their feelings to extend the contract. Member Wehrli said he felt the company had made money on the contract in the first two years and overall was even or behind over the three year period. So he felt extending the contract at the same rate was good for Kendall County. All other committee members agreed since we had done this with other vendors in the past. Jim was directed to go ahead with the extension.

5) Extend Landscaping Maintenance Contract with 4 Seasons Landscaping for 3 years for the base contract amount of $34,001.00 annually for year 1 & 2, with a 3% increase for year 3
   • 4 Seasons has offered to extend their contract at the same cost for the next two years with the possibility of a 3% increase in year three.
   • Jim is looking for direction from the committee.

Report from meeting
Consensus was the current company was doing a good job maintaining our properties. Members felt it was okay to go forward with a three year extension at the same rate for all three additional years. Jim was directed to extend the contract for three years at the current rate for all three years.

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT
• Chairman Koukol asked for a motion to adjourn the meeting. Member Cullick made a motion to close the meeting at 4:25 p.m. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Koukol at 4:25 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met and was called to order at 2:34 p.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, and John Purcell

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Stan Laken, Chief Deputy Scott Koster, Andy Nicoletti, Jim Smiley, Tom Thomas, Jeff Wilkins, Angela Zubko

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made Member Cullick to forward the Claims from May 2, 2014 in an amount not to exceed $486,864.35, second to the motion by Member Cesich. With all in agreement, the motion carried.

Member Cullick made a motion to forward the claims from May 20, 2014 in an amount not to exceed $805,960.12 to the County Board for approval, second to the motion by Member Gilmour. With all in agreement, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, Treasurer – no report

Chief Deputy Scott Koster, Sheriff’s Office – no report

Stan Laken, Technology Director – no report

Andy Nicoletti, Assessment Office – no report

Jim Smiley, Facilities Management – Jim Smiley updated the committee on three recent projects. The COB project had two change orders, the county is still approximately $7,000 under budget. The additions in the Treasurer’s office is now complete and under budget by approximately $16,000. The Public Safety Center Records Department project has been completed and is approximately $1,900 under budget.

Tom Thomas, Department of Health and Human Services – No report
Items from Other Committees

From Facilities Management Committee:

- **KCFM employee retirement and replacement** – Mr. Smiley informed the committee that they have a technician level 1 retiring in early June, 2014, and he reviewed the proposed replacement salary with the committee for this union position. **There was consensus from the committee to hire a replacement for this position following the normal procedures for replacement.**

- **Add midyear position of Project Manager for KCFM** – Mr. Smiley reviewed the requested Project Management position that would be instead of replacing the technician level 1 position. Discussion on the possibility of having a part-time project manager to assist Mr. Smiley, and also to hire a part-time technician level 1 position. **The committee did not agree to the addition of a project manager position at this time.**

Items of Business

- **Authorization for Questica Trial Licenses** – Latreese Caldwell briefed the committee on the need for access to the new software program for eight additional departments and offices. Ms. Caldwell contacted Questica asking for the cost, etc. Questica is willing to provide trial licenses for a year at no cost to the county. There was a motion by Member Cullick, second by Member Flowers, to allow the county to take advantage of the trial license offer. **With all in agreement, the motion carried.**

Ms. Caldwell said that if each of the departments using the trial license would chose to continue using the software, there would be an annual maintenance fee, and she asked for the committee’s direction for notifying the various offices on the continuing costs after this first year. Ms. Caldwell suggested creating a new line item in the Technology budget. The committee will continue this discussion closer to the end of the one-year trial period.

- **Discuss FY 2015 Budget Parameters** – Ms. Caldwell began the discussion on the budget timeline, and stressed the need to begin thinking of the FY 2015 budget parameters in May to stay on track. Ms. Caldwell will bring additional comparison information between union and non-union employee increases at the next meeting.

**Old Business** – None

**Items for Committee of the Whole**
Action Items for County Board

- Recommend approval of claims from May 2, 2014 in an amount not to exceed $486,864.35 and claims from May 20, 2014 in an amount not to exceed $805,960.12

Public Comment – None

Questions from the Media – None

Executive Session – None

Adjournment – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Cullick. With all members voting aye, the meeting adjourned at 3:46 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
KENDALL COUNTY
Health & Environment Committee
County Office Building, County Board Room 209-210

Monday, May 12, 2014
Meeting Minutes

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:01 a.m.

ROLL CALL
Committee Members Present: Lynn Cullick (9:05 a.m.), Judy Gilmour, Matthew Prochaska and John Purell

Committee Members Absent: Dan Konkol

Others Present: Megan Andrews, KC Soil & Water Conservation District, Steve Curatti, Department of Health & Human Services, Richard Larson, Department of Health & Human Services, Community Health Section, Dr. Amaal Tokars, Executive Director, Department of Health & Human Services, Angela Zubko, Planning, Building and Zoning, and John A. Shaw, County Board Chair (9:40 a.m.)

STATUS REPORTS

Department of Health and Human Services – Richard Larson, In-person Counselor, Community Health Division, Department of Health & Human Services, briefed the committee that HHS was given an Affordable Care Act In-Person Counselor Grant to allow them to outreach to and communicate with residents of the community regarding the Affordable Care Act requirements for health insurance through Marketplace or Medicaid.

Mr. Larson held nine informational/educational sessions at local libraries between October 1 and 31, 2013, and held eight enrollment sessions from January 20 through March 29, 2014 for local residents. Mr. Larson said there have been 1,266 contacts since November 2013, with a large number waiting until the last two weeks before the deadline to enroll in either program. Mr. Larson said HHS assisted with 285 completed Marketplace or Medicaid applications. Mr. Larson reported there were 287,000 or 57% of Medicaid enrollments in Illinois, and 217,942 or 43% of Illinois Marketplace enrollments. Mr. Larson explained the qualification differences between Medicaid and Private Marketplace.
Steve Curatti said that through Richard Larson’s work with the grant, HHS was able to reach many residents with other types of support also available through the various HHS programs.

**Farmland Protection** – No report

**Soil & Water** – Megan Andrews provided Water Conservation fact sheets including Rain Barrel and Rain Garden options. Ms. Andrews said that rain barrels are available throughout the County at local businesses, the Conservation Foundation and the KC Soil & Water Conservation District office. Ms. Andrews also provided a list of native plant resource links.

Ms. Andrews reported the following:

KCSW will once again offer a Used Oil Pick-up on Saturday, June 14 at FS GrainCo, in Yorkville from 8-11 a.m. They will also be able to take used anti-freeze as well.

Jenny Wold is in the middle of the Natural Resource Tours and recently had school groups from Oswego, Yorkville, Plano, Parkview Christian Academy, and Cross Lutheran School participated at Hoover Forest Preserve. Some of the stations available to students are: Mosquito and Tick 101, Recycling, Ground Water model and Green Infrastructure Practices, and Soils. Ms. Andrews invited the committee out to observe the stations on any Tuesday or Thursday morning beginning at 9:00 a.m.

Other opportunities they are working on for this summer include the Farm Bureau Young Leaders group, a night at Culvers with a touch-a-tractor opportunity, and a Farm Camp.

**Solid Waste Plan Committee** – Member Gilmour reported they met on May 7, 2014 with 14 committee members present. The discussion was franchising, transfer stations and landfill recommendations for the new plan. Ms. Gilmour said there is an anticipated application for a Transfer station in Plano. She said the Marlin Hartman provided information on a recent study in 2012 by U of I engineers on landfill liners, called Reliability of Landfill Liner Systems. Ms. Gilmour said that in the past, as methane gas would build up inside the landfill, the gas would be burnt off. Now, due to new technology, they are able to extract the gas and use it for other purposes. They are also able to get temperature readings inside the landfill, and have discovered that because of the intense heat, the life of the liners fail at temperatures higher than 140 degrees within 50 years, and at 186 degrees the liners fail even sooner. Mr. Hartman said that this information is not being discussed openly. The committee had a lengthy discussion on the issue.

Ms. Gilmour said they also discussed franchising of waste haulers, and the possibility of franchising in the County. Currently there are 6 or 7 companies that are contracted throughout the County. Discussion will continue.
Ms. Gilmour said the committee voted to include the following in the Solid Waste Plan:

- To allow the development of private sector Transfer Stations
- That all Transfer Stations must enter into a Host Community Benefit Agreement with the county if the county is the siting authority
- Each Host Agreement may give consideration to facilities that include materials recovery
- No new or expanded landfills within the county

Ms. Gilmour reported that the next meeting will be July 2, 2014

*Water Related Groups* – Angela Zubko reminded everyone about the presentation on the Water Related Study on May 27, 2014 at 2:00 p.m. in the Oswego Village Board Room.

Ms. Zubko and Don Clayton from the KC Mapping/GIS have been working with the Illinois State Geologic Group and have received the 3D mapping and modeling of the groundwater planning, and are hope to present it to other GIS departments.

**OLD BUSINESS** – None

**NEW BUSINESS** - None

**PUBLIC COMMENT** – John Shaw, 8270 E. Highpoint Road, Yorkville, informed the committee about the possibility of a medical marijuana cultivation center application in unincorporated Kendall County at a landfill site on Whitewillow Road.

**ACTION ITEMS** – None

**EXECUTIVE SESSION** – None Needed

**ADJOURNMENT**- Member Cullick made a motion to adjourn the meeting, Member Prochaska seconded the motion. With all in agreement, the meeting was adjourned at 9:59 a.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
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

Members Absent:

Others Present: David Berault, Leslie Johnson, Scott Koster, Jim Smiley, Jeff Wilkins, Angela Zubko

Items of Business

Electric Aggregation Update – Chris Childress updated the committee the aggregation steps, on recent bids, and the Aggregation Facts, including the winning supplier, 3 year rates, savings to the community, and the Ameren and ComEd rate comparison. Mr. Shaw hopes to have the contract signed this week.

From Public Safety Committee:

- An Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Taking of Bond – Member Prochaska reported that the studies were completed and briefly discussed at the last Board meeting. Chief Deputy Koster recapped the study, the ordinance, and information previously presented to the Board. Chief Koster stated that the last fee study was conducted in 2007, where the current fees were determined. Chief Koster said that costs have increased in every area of the Sheriff’s Office, and as a result of the fee study, the results indicate that there is approximately a $50,000 dollar loss each year. Ms. Cesich stated that the request to increase fee costs is to cover the increase to the Sheriff’s Office. There was consensus by the committee to forward the item back to the Board at the May 20, 2014 meeting for approval.

- An Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Service of Writs, Civil Process and Execute/Acknowledge Real Estate Deed of Sale – Discussion on the request to increase fees. There was consensus by the committee to forward the item back to the Board at the May 20, 2014 meeting for approval.
- **Discussion on possible resolution opposing SB3411: CNTY/MUNI-NO TICKET QUOTAS** – Member Prochaska informed the group about the Senate Bill 3411 that is currently in the House for a third reading. Chief Deputy Koster explained that this was proposed Senate Bill 3411, which addresses ticket quotas for any state law enforcement agency including municipalities, sheriff’s deputies and conservation police. He said under its initial proposal or submission, the bill actually prohibited written warnings from being required or being judged for performance standards. He said the bill made counting written warnings or assessing performance based on written warnings or citations an unfair labor practice under the Illinois Public Relations Act. Subsequent amendments have taken out the written warnings aspect, but it is suspected that the State Legislature will revisit this issue again in the near future. Koster said this not about how many tickets are written as it affects the public, but that the bill is a union sponsored legislation, based on how performance is assessed and how that assessment can be used in encouraging deputies to comply with job expectations and requirements. Chief Koster asked the committee to consider contacting the state legislators and expressing their opposition to Senate Bill 3411. There was consensus by the committee that Member Prochaska would draft a resolution opposing Senate Bill 3411 for consideration at the May 20, 2014 County Board meeting.

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**From Planning, Building & Zoning Committee:**

- **Discussion on possible Medical Marijuana cultivation center in unincorporated Kendall County** – Angela Zubko provided background information on cultivation stations, and dispensaries in the state. Ms. Zubko also provided a brief overview of requirements, zoning restrictions, locations, maintenance of the facility, fingerprinting, knowledge and experience in business management, business plans, security, operation plans, security and recordkeeping plans, the application fee, annual renewal fee, and other requirements mandated by law. The committee asked for additional information including any fees the county might receive from the operation, a text amendment, the rules, the positive and negative impacts on the county, demographics of the site, and the parameters under the state statute, before any further discussion at the next Planning, Building and Zoning committee before returning the item to a future COW meeting.

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**Old Business** Ms. Cesich informed the committee about the Per Diem Committee’s request to forward for approval of a Resolution to modify mileage reimbursement for County Board Members elected to a term beginning December 1, 2014 and ending November 30, 2018. There was consensus by the committee to review the both resolutions from the Per Diem Committee at the County Board meeting.

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

Items for the County Board

- Approval of an Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Taking of Bond

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

- Discussion of a Resolution Opposing Senate Bill 3411: CNTY/MUNI-NO TICKET QUOTAS

- Resolution to Establish Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the List of Eligible Meetings Attached as Exhibit A to the Resolution (Effective December 1, 2016)

- Resolution to Establish Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the Kendall County Board Rules of Order (Effective December 1, 2016)

- Resolution Modifying forms for County Board Committee and Special Appointment Attendance Mileage Reimbursement and Salary Voucher to be completed and submitted by County Board Members

Public Comment – None

Questions from the Media – None

Executive Session – None needed

Adjournment – Member Prochaska 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, at 6:36 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of April 16, 2014
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Chairman Michael Garrigan at 7:02 p.m.

ROLL CALL
Present were: Ken Donart, Michael Garrigan (Chairman), Richard Scheffrahn, Stephenie Todd and Jeff Wehrli (CB Representative)
Also present: Planning & Zoning Manager Angela Zubko
Members in the audience: Anne Luccietto & Jody Haltenhof
Absent: Ken Boyer and Whitney French (Vice-Chair)

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

APPROVAL OF MINUTES
Jeff Wehrli a motion to approve the minutes as amended from March 19, 2014 meeting deleting the last 2 sentences in Chairman’s report. Ken Donart seconded the motion. All agreed and the minutes were approved as amended.

CHAIRMAN’S REPORT
Mr. Garrigan stated he talked to Jodi Haltenhof, who is a potential candidate is in attendance tonight to see how the meetings are. There was discussion and currently the Commission has 3 vacancies as Ms. Todd is not going to be reappointed. Ken Donart stated he asked Tina Baird who felt she had too much on her plate. Ken Donart also asked Howard Mathre and he was not interested. Ms. Todd suggested Kristi Gravalin from Plainfield. Ms. Todd gave Planner Zubko some architects to see if they are interested. Ms. Todd suggested Roger or Sue Matile, Ken will ask Roger next week at their meeting.

NEW BUSINESS
1. Federal Historic Tax Credit Program under Possible Threat & HB4533- Planner Zubko stated in the packet was some information from the Landmark Preservation blast on the Federal tax credit and where the House Bill is at as well. Mr. Garrigan stated as of yesterday they were talking to remove the federal historic tax credit. Also mentioned was HB4533 which was re-referred to the Rules Committee and landmarks recommends to contact our house representatives in our support of the IL Rehabilitation and Revitalization Tax Credit Act. ACTION: Jeff Wehrli made a motion for Planner Zubko to write a letter of support to our State Representative; Ms. Stephenie Todd seconded the motion. All were in favor and Planner Zubko will write a letter of support.
2. Preservation Month in May- Review & approve proclamation to send to the May 20th County Board Meeting- Planner Zubko stated in the packet is a Resolution in support of Preservation Month. Ken Donart made a motion to forward the proclamation to the County Board, Jeff Wehrli seconded the motion. All were in favor and the proclamation will go to the County Board Meeting.

OLD BUSINESS
1. Update on Draft Ordinance changes- Planner Zubko stated the Commission must thank Mr. Jeff Wehrli and Stephenie Todd as the text amendment was passed at the County Board meeting. Planner Zubko handed out the new copies of the ordinance for everyone to put into their HPC binder. ACTION: Planner Zubko will email the ordinance out as a word document to Ms. Todd. Before applying for CLG status the Commission thought we should get a couple landmarks first and get further on the reconnaissance survey. The Commission would still like to landmark the Farnsworth house and 1542 Plainfield Road.

2. Discuss and approve changes/adjustments to the Landmark Nomination Application-depends on County Board vote on 4.15.14- Planner Zubko stated since the text was changed we have to modify the Landmarks Application to reflect those changes. ACTION: Planner Zubko will make the appropriate changes to the application and bring it to the next meeting to approve and forward onto the PBZ and full County Board for approval.

3. Update on Millbrook Bridge- Nothing new this month so the Commission will keep the same action item as last month regarding Ms. French contacting the grant writer. ACTION: Ms. French will contact the grant writer to discuss this and explain how the designation could help and educate her a little. Mr. Wehrli would like to try to get the story from 1958 when the bridge was altered. There was a brief discussion on grants.

4. Discuss and decide what is next for the reconnaissance survey- update on where we are at with regards to how many are complete, how many need to get done, etc.- Planner Zubko passed out a chart and explained the internal GIS site. She also showed the progress to date using her laptop and explained the different layers including a layer labeled 'Stephenie Significant' which are in purple and from her access database she has provided. The property will have two dots if the Commission marked it and Stephenie also had a comment. There was a brief discussion on date built, if Planner Zubko got it from the Assessor it may be incorrect as they just insert the same year for a lot of the properties. ACTION: Ms. Todd will email Planner Zubko the correct pin for the witness tree. ACTION: Finish Oswego Township completely before moving onto another township.

5. 5 year plan/ Project Tracking Sheet- Discuss and approve changes/adjustments and select next steps for meeting 2014 goals- We will discuss this next month. ACTION: Planner Zubko will try to get the 5 year plan from Ms. French so we can possibly vote on it next month.

6. Discussion on public outreach event- Ms. French is not in attendance so we will keep the same action item. ACTION: Ms. French is going to contact Michael Vincent to see when he will be back in town.

Since there was time the Commission went through some more pictures:
1437 Route 31: Significant
2158 Route 31: Contributing
2167 Route 31: Significant
2185 Route 31: Significant
2470 Route 31: Significant
951 Route 31: Contributing
975 Route 31: Significant
1030 Route 31: Non-contributing
1055 Route 31: Significant (demolished?)
1120 Route 31: Potentially Significant
1404 Route 31: Non-Contributing (Biggest Natural Spring in the County
1438 Route 31: Non-Contributing
1524 Route 31: Significant 2nd Empire House in Kendall
1540 Route 31: Contributing
1655 Route 31: Significant (real Smokehouse) House- Contributing
1690 Route 31: Potentially Significant
2060 Route 31: Non-Contributing
2116 Route 31: Contributing
2162 Route 31: Non-Contributing
2170 Route 31: Non-Contributing
2173 Route 31: Non-Contributing
2240 Route 31: Non-Contributing
2408A Route 31: Contributing
24088 Route 31: Non-Contributing
5055 Route 34: Demolished
5074 Route 34: Demolished
1526 Route 34: Demolished
2223 Route 34: Wormley House- Annexed
2414 Route 34: Demolished
2630 Route 34: Demolished
2652 Route 34: Demolished
2600 Route 34: Demolished
3516 Route 34: Annexed
5118 Route 34: Significant
5200 Route 34: Contributing
5790 Route 34: Non-Contributing
6256 Route 34: Non-Contributing
6508 Route 34: Contributing
6996 Route 34: Contributing (now known as 5 Riverwood Drive)
7156 Route 34: Contributing
7336A Route 34: Significant
7520 Route 34: Non-Contributing
7542 Route 34: Significant

**PUBLIC COMMENT**
There was no public comment at this time.
Since this is Ms. Todd’s last meeting Mr. Garrigan wanted to formally thank Ms. Todd for all her time and efforts on the Historic Preservation Commission and thanked her for forming the Commission and being the foundation of historic preservation in the County.

ADJOURNMENT- Next meeting will be May 21, 2014 – Stephenie Todd made a motion to adjourn, seconded by Jeff Wehrli, all agreed. Chairman Garrigan adjourned the meeting at 8:45 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Planning & Zoning Manager
Call to Order
The Per Diem Ad-Hoc Committee was called to order by Chair Amy Cesich at 6:00 p.m.

Roll Call

Others Present: Jill Ferko, Eric Weis, Jeff Wilkins

Approval of Agenda – Member Prochaska made a motion to approve the agenda, second by Member Cullick. With all in attendance voting aye, the agenda was approved.

Citizens To Be Heard – None

Items of Business

- Discuss status and process of the issuance of demand letters and collection actions against former and current Kendall County Board members authorized by the Per Diem Committee on February 25, 2014 – State’s Attorney Eric Weis updated the committee on the status of the letters and said the letters should be ready for signature and mailing this week. Discussion on who would be signing the demand letters, the initial investigation and the initial charge to the committee.

State’s Attorney Weis asked for clarification on appropriate action regarding:

1. Mileage paid for meetings attended, but not authorized or needed to attend as a county representative
2. Payment for mileage to attend meetings attended by the county board chair that were not specified as authorized meetings for the county board chair (County Board, Committee of the Whole and Forest Preserve Commission)
3. Mileage paid for county board chair to attend UCCI Meeting

The committee took a brief recess at 7:43 p.m. and reconvened at 7:52 p.m.
Kendall County, Illinois
Per Diem Ad-Hoc Committee

- **Recommend Resolution to Amend the Board Rules of Order** – Jeff Wilkins reviewed the proposed resolution and the Board Rules of Order. Discussion on recommended changes, and other changes, additions or deletions. There was consensus by the committee that discussions for any changes to the Board Rules of Order would be done at Committee of the Whole meetings.

- **Recommend Resolution to Clarify and Establish the List of Meetings Eligible for Per Diem Compensation** – Discussion on eligible meetings, and mileage related to those meetings.

- **Recommendations to establish compensation, mileage reimbursement, and health benefits for County Board members and Board Chairman** – The committee discussed the mileage compensation for eligible meeting attendance. The committee gave consensus that the State’s Attorney’s Office will draft a resolution regarding mileage for eligible meeting attendance. Amy Cesich made a motion, second by Scott Gryder. With all in agreement, the motion passed.

- **Discuss future review of County Board Rules of Order and review with Board members** – There was consensus by the committee that further discussion should occur at Committee of the Whole meetings.

- **Recommend Resolution Providing Instruction for Forms Approved by the County Board on May 6, 2014: County Board, Board Committee and Special Appointment Attendance Record; Kendall County Mileage Log; and Board Member Salary Voucher** – Item not discussed, no action taken.

**Citizens To Be Heard** – None

**Questions from the Media** – Matt Schury, Kendall County Record, asked questions regarding the timeframe for the mailing of the demand letters and when that information would be made available to the public.

**Executive Session** – None needed

**Action Items for the County Board**

- **Resolution to Establish Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the List of Eligible Meetings Attached as Exhibit A to the Resolution (Effective December 1, 2016)**

- **Resolution to Establish Mileage Reimbursement for County Board Members Elected to a Term Beginning December 1, 2014 and Ending November 30, 2018 Pursuant to the Kendall County Board Rules of Order (Effective December 1, 2016)**
Kendall County, Illinois
Per Diem Ad-Hoc Committee

- Resolution Modifying forms for County Board Committee and Special Appointment Attendance Mileage Reimbursement and Salary Voucher to be completed and submitted by County Board Members

Adjournment – Member Prochaska moved to adjourn the Per Diem Ad-Hoc committee meeting Sine Die, the motion was seconded by Member Gryder. There being no objection, the Per Diem Ad-Hoc Committee, at 10:03p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2014–

RESOLUTION TO MODIFY MILEAGE REIMBURSEMENT FOR COUNTY BOARD MEMBERS ELECTED TO A TERM BEGINNING DECEMBER 1, 2014 AND ENDING NOVEMBER 30, 2018

WHEREAS, 55 ILCS 5/4-10001 authorizes Kendall County Board members and Board Chairman to receive such compensation as is fixed by the Kendall County Board in accordance with the method of compensation selected by the Kendall County Board; and

WHEREAS, 55 ILCS 5/5-1010 requires the County Board to establish the compensation of County officers prior to the election of the officers whose compensation is being established; and

WHEREAS, 55 ILCS 5/4-10001 authorizes County Board members to receive such compensation as is fixed by the County Board in accordance with the method of compensation selected by the County Board, and such compensation shall be set before the general election at which the county board members are elected. Additionally, pursuant to 55 ILCS 5/4-10001, County Board members and the Chairman of the County Board are entitled to travel and expense allowances as determined by the County Board; and

WHEREAS, if the County Board desires before the next reapportionment to change the basis of payment or amount of compensation after fixing those items, it may do so by ordinance or by resolution pursuant to 55 ILCS 5/2-3008; and

WHEREAS, pursuant to 55 ILCS 5/2-3008 and Article VII, Section 9(b) of the Illinois Constitution of 1970, those changes shall not take effect during the term for which an incumbent county board member has been elected; and

WHEREAS, on May 15, 2012, the Kendall County Board approved Resolution 2012-26 – “Resolution Establishing The Compensation Schedule Including Salary, Stipend, Per Diem, Mileage Reimbursement, and Health insurance for the Kendall County Board, Kendall County Board Chairman, and Kendall County Liquor Control Commissioner; and

WHEREAS, the Kendall County Board desires to clarify and establish a defined list of meetings eligible for mileage reimbursement for Kendall County Board members elected to a term beginning December 1, 2014 and ending November 30, 2018; and

NOW, THEREFORE, BE IT RESOLVED that, effective December 1, 2014 to November 30, 2016, all mileage reimbursement shall remain status quo as stipulated in Resolution 2012-26, approved by the County Board on May 15, 2012;

BE IT FURTHER RESOLVED that, effective December 1, 2016, County Board members elected to a term beginning December 1, 2014 and ending November 30, 2016, shall be eligible to receive mileage reimbursement only for the meetings identified in the attached Exhibit A entitled “LIST OF ELIGIBLE MEETINGS FOR MILEAGE REIMBURSEMENT FOR COUNTY BOARD MEMBERS ELECTED TO A TERM BEGINNING DECEMBER 1, 2014 AND ENDING NOVEMBER 30, 2018” (herein after “List of Eligible Meetings”);

BE IT FURTHER RESOLVED that, in order for the County Board member to receive mileage reimbursement for the meeting, the County Board member must have been assigned and approved by the County Board to attend the eligible meeting;
BE IT FURTHER RESOLVED that, a County Board member may not receive mileage reimbursement for any other meeting, seminar, trip, or other reason except for meetings authorized by this Resolution; and

BE IT FURTHER RESOLVED that, in the event of a direct conflict between this Resolution and the Kendall County Board Rules of Order, this Resolution shall prevail for County Board members elected to a term beginning December 1, 2014 and ending November 30, 2018.

Approved and adopted by the County Board of Kendall County, Illinois, this 20th day of May, 2014.

Board Chairman Signature: 

Attest:

John A. Shaw, Chairman
County Board

Debbie Gillette
County Clerk
EXHIBIT A

LIST OF ELIGIBLE MEETINGS FOR MILEAGE REIMBURSEMENT
FOR COUNTY BOARD MEMBERS ELECTED TO A TERM BEGINNING DECEMBER 1, 2014
AND ENDING NOVEMBER 30, 2018

1. County Board Meetings
2. County Board Committee of the Whole
3. Animal Control Committee
4. Economic Development Committee
5. Facilities Committee
6. Finance Committee
7. Health & Environment Committee
8. Highway Committee
9. Human Resources/Administration Committee
10. Judicial/Legislative Committee
11. Labor & Grievance Committee
12. Planning Building Zoning Committee
13. Public Safety Committee
14. All Ad Hoc Committees Approved by the County Board and adopted by the Rules of
   Order of the County Board of Kendall County
15. All County Board committee meetings when County Board member is appointed by
   Committee Chair to meet the Committee quorum
16. Labor agreement negotiation sessions with bargaining unit representatives when
   Board member is assigned to represent the County Board.
17. Labor grievance meetings with bargaining unit representatives when Board member is
   assigned to represent the County Board.
18. 708 Mental Health Board
19. Board of Health
20. CMAP Transportation Committee
21. Farmland Protection Commission
22. Housing Authority
23. Historic Preservation
24. IL Counties Risk Management Trust Board (ICRMT)
25. Juvenile Justice Council
26. KenCom Executive Board
27. KenCom Finance Committee
28. Mayors / Managers
29. Metro Counties
30. MPO Policy Committee (CMAP)
31. NW Water Planning Area Alliance Executive Board
32. Oswego Visitor’s Bureau
33. PBZ Ad Hoc Committee
34. Public Building Commission
35. Regional Planning Commission
36. River Valley Workforce Investment Board
37. Soil & Water Conservation District Liaison
38. United Counties Council of Illinois (UCCI)
39. Veterans Assistance Commission of Kendall County Liaison
40. Workforce Investment Board
41. Zoning & Platting Advisory Committee (ZPAC)
42. Zoning Ad Hoc Committee
43. Zoning Board of Appeals
44. Public Building Commission (PBC)
45. All additional special appointments approved by the County Board and adopted by the Rules of Order for the County Board of Kendall County
COUNTY OF KENDALL, ILLINOIS

RESOLUTION 2014-__

RESOLUTION TO MODIFY MILEAGE REIMBURSEMENT FOR COUNTY BOARD MEMBERS ELECTED TO A TERM BEGINNING DECEMBER 1, 2014 AND ENDING NOVEMBER 30, 2018

WHEREAS, 55 ILCS 5/4-10001 authorizes Kendall County Board members and Board Chairman to receive such compensation as is fixed by the Kendall County Board in accordance with the method of compensation selected by the Kendall County Board; and

WHEREAS, 55 ILCS 5/5-1010 requires the County Board to establish the compensation of County officers prior to the election of the officers whose compensation is being established; and

WHEREAS, 55 ILCS 5/4-10001 authorizes County Board members to receive such compensation as is fixed by the County Board in accordance with the method of compensation selected by the County Board, and such compensation shall be set before the general election at which the county board members are elected. Additionally, pursuant to 55 ILCS 5/4-10001, County Board members and the Chairman of the County Board are entitled to travel and expense allowances as determined by the County Board; and

WHEREAS, if the County Board desires before the next reapportionment to change the basis of payment or amount of compensation after fixing those items, it may do so by ordinance or by resolution pursuant to 55 ILCS 5/2-3008; and

WHEREAS, pursuant to 55 ILCS 5/2-3008 and Article VII, Section 9(b) of the Illinois Constitution of 1970, those changes shall not take effect during the term for which an incumbent county board member has been elected; and

WHEREAS, on May 15, 2012, the Kendall County Board approved Resolution 2012-26 – "Resolution Establishing The Compensation Schedule Including Salary, Stipend, Per Diem, Mileage Reimbursement, and Health insurance for the Kendall County Board, Kendall County Board Chairman, and Kendall County Liquor Control Commissioner; and

WHEREAS, the Kendall County Board desires to modify the eligible mileage reimbursement for Kendall County Board members elected to a term beginning December 1, 2014 and ending November 30, 2018; and

NOW, THEREFORE, BE IT RESOLVED that, effective December 1, 2014 to November 30, 2016, all mileage reimbursement shall remain status quo as stipulated in Resolution 2012-26, approved by the County Board on May 15, 2012;

BE IT FURTHER RESOLVED that, effective December 1, 2016, County Board members elected to a term beginning December 1, 2014 and ending November 30, 2018, shall be eligible to receive mileage reimbursement in accordance with the terms and conditions set forth in the "Rules of Order of the County Board of Kendall County" in effect at the time the County Board member incurs the mileage.
Approved and adopted by the County Board of Kendall County, Illinois, this 20th day of May, 2014.

Board Chairman Signature: John A. Shaw, Chairman
County Board

Attest: Debbie Gillette
County Clerk
COUNTY OF KENDALL

RESOLUTION 2014-__

RESOLUTION MODIFYING FORMS FOR COUNTY BOARD COMMITTEE AND SPECIAL APPOINTMENT ATTENDANCE, MILEAGE REIMBURSEMENT AND SALARY VOUCHER TO BE COMPLETED AND SUBMITTED BY COUNTY BOARD MEMBERS

WHEREAS, 55 ILCS 5/4-10001 authorizes County Board members to receive compensation as established by the County Board in accordance with the method of compensation selected by the County Board. Additionally, pursuant to 55 ILCS 5/4-10001, County Board members and the Chairman of the County Board are entitled to travel and expense allowances as determined by the County Board; and

WHEREAS, the Kendall County Board (hereinafter “County Board”) desires to approve standardized forms with instructions for County Board members to complete to document meeting attendance; and

WHEREAS, the County Board desires its members to submit standardized forms to request per diem compensation and mileage reimbursement; and

WHEREAS, by resolution the County Board may wish to amend the attached standardized forms, add standardized forms, or provide instructions expected to be completed by County Board members; and

WHEREAS, on May 6, 2014, the County Board approved Resolution 2014-16 adopting standardized forms titled “County Board, Board Committee & Special Appointment Attendance Record”, “Kendall County Board Mileage Log”, and “County of Kendall Board Member Salary Voucher”; and

WHEREAS, Resolution 2014-16 stated, “the County Board may wish to amend the attached standardized forms, add standardized forms, or provide instructions expected to be completed by County Board members”; and

WHEREAS the County Board now desires to modify standardized forms and incorporated instructions, add standardized forms with incorporated instructions expected to be completed by for County Board members; and

NOW, THEREFORE, BE IT RESOLVED that Resolution 2014-16 is hereby vacated and void; and

BE IT FURTHER RESOLVED that effective June 1, 2014, the forms attached as Exhibits 1A, 1B, 2 and 3 with incorporated instructions are the exclusive forms and instructions to be used by County Board members to document meeting attendance, request per diem compensation and request mileage reimbursement; and

BE IT FURTHER RESOLVED, County Board members shall not request per diem compensation for meetings that have not yet occurred; for meetings the County Board members have not attended; and for meetings which are not compensable pursuant to the Kendall County Board Rules of Order.
BE IT FURTHER RESOLVED, County Board members shall not be eligible for per diem compensation for meetings not in compliance with the attached forms (Exhibits 1A, 1B, and 3) and incorporated instructions; and

BE IT FURTHER RESOLVED that, effective June 1, 2014, County Board members shall submit to the Treasurer’s Office, the completed form entitled “Kendall County Board Mileage Log” (Exhibit 2) recording all mileage for which the County Board member is seeking mileage reimbursement. The completed Kendall County Board Mileage Log must be received by the Treasurer’s Office within sixty (60) calendar days after the County Board member has incurred the mileage for which the County Board member is seeking reimbursement. County Board members shall not be eligible for mileage reimbursement for travel that has not yet occurred. County Board members shall not be eligible for mileage reimbursement for travel occurring more than sixty (60) calendar days prior to the County Board member’s submission of the completed Kendall County Board Mileage Log form.

BE IT FURTHER RESOLVED that, in the event of a direct conflict between this Resolution and Resolution 2014-16 passed by the County Board on May 6, 2014, this Resolution shall prevail.

Approved and adopted by the County Board of Kendall County, Illinois, this 20th day of May, 2014.

Board Chairman Signature: John A. Shaw, Chairman
County Board

Attest: Debbie Gillette
County Clerk
County Board & Board Committee Attendance Record

INSTRUCTIONS: Meeting chair is responsible to complete attendance record, designate members assigned as alternates to fulfill quorum, and submit form to Treasurer's Office or Treasurer's Office interoffice mailbox within two business days after the meeting date.

MEETING NAME

(Meetings of County Board, Standing and Special Board Committees of the County Board)

Date & Time of Meeting: __ / __ / __ _ a.m./p.m.

INSTRUCTIONS: Meeting chair is responsible to complete attendance record, designate members assigned as alternates to fulfill quorum, and submit form to Treasurer's Office or Treasurer's Office interoffice mailbox within two business days after the meeting.

Members in attendance:

John A. Shaw ________________________________ Signature ________________________________

Scott Gryder ________________________________ Signature ________________________________

Amy Cesich ________________________________ Signature ________________________________

Dan Koukol ________________________________ Signature ________________________________

Lynn Cullick ________________________________ Signature ________________________________

Matthew Prochaska __________________________ Signature ________________________________

Elizabeth Flowers ____________________________ Signature ________________________________

John Purcell ________________________________ Signature ________________________________

Judy Gilmour ________________________________ Signature ________________________________

Jeff Wehrli ________________________________ Signature ________________________________

As Meeting Chair, I affirm and attest the above information is accurate.

_____________________________ / __ / __
Signature of Meeting Chair Date
Special Appointment Attendance Record

INSTRUCTIONS: Appointed/Assigned by County Board Chair with advice and consent of County Board - Per County Board Rules of Order - "Special Committee Assignments" Section XII (13). Assigned Board member is responsible to complete attendance record and submit form to Treasurer’s Office or Treasurer’s Office interoffice mailbox within two business days after the meeting date.

SPECIAL APPOINTMENT ____________________________________________

(Liaison, Appointment to other Organizations, Special and Ad-Hoc Committees)

Date & Time of Special Appointment Meeting: ___/___/____  ___ : ___ a.m./p.m.

Name of Board Member Appointed & in Attendance: __________________________

INSTRUCTIONS: The assigned/appointed Board Member is to provide the name of any other participant(s), which shall not include other County Board members, County elected officials or County staff

Provide Name, Title and Organization of any other meeting participant(s):

______________________________________________________________

As Special Appointed/Assigned, I affirm and attest the above information is accurate.

______________________________________________________________ 
Signature of Assigned/Appointed Board Member 

/ / Date
KENDALL COUNTY BOARD
MILEAGE LOG

Name: ___________________________  Department: County Board

Vendor #: ___________________________  Line Item #: 0102-032-6205

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<th>DESTINATION</th>
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TOTAL NUMBER OF MILES

X .56 =

By signing my name below, I hereby affirm that the information provided herein is true and complete to the best of my knowledge and that I have not already been paid for these claims.

BOARD MEMBER SIGNATURE: ___________________________  DATE: ___________________________
**County of Kendall Board Member Salary Voucher**  
Yorkville, Illinois

**EXHIBIT 3**

**Pay To:**  

**Employee No.:**  

**Month**  
*(covers the 1st through the 31st)*  

**Monthly Board Salary**  

$200.00  

0102-032-6101

**This form must be submitted monthly to the Treasurer's Office at the end of each month for which you are requesting payment.**

**To be eligible for reimbursement you must submit this voucher within 30 days of the end of the month for which you are requesting payment.**

**If you attend more than one meeting on the same day, please request payment for only ONE of the meetings you attended for that date.**

---

**County Board, Committee of the Whole, Standing Board Committees and Special Appointments: (Only submit for meetings you wish to be paid.)**

<table>
<thead>
<tr>
<th>Meeting Name</th>
<th>Date</th>
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<tbody>
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<td>Judicial/Legislative</td>
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<td>COW</td>
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<td>Labor &amp; Grievance</td>
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<td>Facilities Management</td>
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<td>Health &amp; Environment</td>
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<td>Highway</td>
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**TOTAL # of County Per Diems**  

X  

$85.00  

#VALUE!  

0102-032-6115

**TOTAL # of Forest Pres. Per Diems**  

X  

$35.00  

#VALUE!  

2702-000-6115

**TOTAL PAY:**

#VALUE!

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**By signing my name below, I hereby affirm that the information provided herein is true and complete to the best of my knowledge and that I have not already been paid for these claims.**

_________________________  

**Signature**

_________________________  

**Date**