1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Ratification of Collective Bargaining Agreement Between The International Union of Operating Engineers, Local 150 and Kendall County Highway Department from December 1, 2012 through November 30, 2016
   B. Formation and appointment of Solid Waste Committee – Judy Gilmour
   C. Public Hearing for Public Transportation Capital Assistance Grant under the Authority of Illinois Department of Transportation
   D. Resolution authorizing the submittal of the application for a Public Transportation Capital Assistance Grant under the Authority of Illinois Department of Transportation
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. Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and Yorkville, Illinois
      2. Petition 05-43: Requesting a 1 year Plat Extension for High Grove Subdivision
      3. Petition 07-28: Requesting a 1 year Petition extension for the Hofmeister Subdivision
      4. Petition 08-18: Requesting a 1 year Plat extension for Camelot Farms
      5. Ordinance Accepting Community Certification for the Kendall County Stormwater Ordinance
      6. Petition 13-14: Amendment to the Kendall County Stormwater Ordinance to Create a Disturbance Threshold for Small Non-residential lots
   B. Public Safety
      1. 25 year land lease agreement between Central Limestone Inc and the County of Kendall/Kendall County Sheriff in the amount of $1.00 annually
   C. Administration, HR
      1. Approval of July 19, 2013 as the date of the county picnic
   D. Highway
      1. Bid from Vermeer Midwest for a Brush Chipper in the amount of $39,750
      2. Eminent Domain Resolution for parcels on Sherrill Road
      3. Resolution awarding the following contracts:
1. Steffens 3D Construction for Big Grove Road District $130,201.40
2. Steffens 3d Construction for Kendall Road District $111,253.86
3. Steffens 3D Construction for Lisbon Road District $65,040.00

E. Facilities Management

F. Finance Committee
1. Approve Claims in the amount of $1,544,256.78
2. Authorize allocations for curb, street drains and landscaping improvements in FY2013 line item 0102-100-9101- Facilities Management Capital Expenditures
3. Authorize dishwasher lease in FY2013 line item 0102-100-9101- Facilities Management Capital Expenditures
4. Approval of one additional full-time kitchen position for the Public Safety Center with salary not to exceed $26,000

G. Committee of the Whole

H. Standing Committee Minutes Approval

14. Special Committee Reports
A. Public Building Commission
B. VAC
C. Historic Preservation Commission
D. UCCI
E. 708 Mental Health Board
F. River Valley Workforce Investment Board
G. Housing Authority
H. CMAP MPO Policy Committee

15. Other Business
16. Chairman’s Report

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

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

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 16, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Flowers moved to approve the submitted minutes from the Adjourned County Board Meeting of 3/19/13. Member Gilmour seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Shaw asked to move the executive session to after other business. Member Wehrli moved to approve the amended agenda. Member Purcell seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold Dr, Yorkville brought to the board’s attention that another month has gone by and the forensic audit is not done.

OLD BUSINESS

Approval of Official Bond and Oath for Christopher Mehochko

County Clerk, Debbie Gillette informed the board that Grundy County will forward the bond to the State once it is approved by the board.

Member Purcell moved to approve the official bond and oath for Christopher Mehochko, Regional Superintendent of Schools. Member Flowers seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

NEW BUSINESS

Collective Bargaining Agreement with Facilities

Member Flowers moved to approve the Ratification of Collective Bargaining Agreement between Teamsters local 330 and Kendall County Illinois (Facilities) effective December 1, 2012 through November 30, 2016. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol and Prochaska. Motion carried 8-2.

Collective Bargaining Agreement with Planning, Building & Zoning

Member Flowers moved to approve the Ratification of Collective Bargaining Agreement between Teamsters local 330 and Kendall County Illinois (Planning, Building & Zoning) effective December 1, 2012 through November 30, 2016. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol and Prochaska. Motion carried 8-2.

Collective Bargaining Agreement with County Clerk, Recorders & Assessors

Member Flowers moved to approve the Ratification of Collective Bargaining Agreement between Teamsters local 330 and Kendall County Illinois (Assessors) and Kendall County Clerk and Recorders effective December 1, 2012 through November 30, 2016. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol and Prochaska. Motion carried 8-2.
Inmate Health Care Services

Member Purcell moved to approve the agreement for Inmate Health Care Services with Correctional Healthcare Companies. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Public Hearing for public transportation assistance under Section 5311 of Federal Transit Act of 1911

County Administrator, Jeff Wilkins explained that part of Kendall Area Transit Program and the application process for 5311 dollars, a public hearing is required. The public hearing is to allow public comment and to consider the economic, social and environmental effects of the project in the community. Member Flowers asked what the average ridership is. Paul LaLonde from Voluntary Action Center operators of Kendall Area Transit responded that they service 86-100 riders per day. Todd Milliron stated that the Kendall Area Transit has been expanded to Oswego; city residents feel they are paying twice. Mr. LaLonde stated that a bulk of the ridership is from senior and individuals with disabilities. Sheriff Randall stated that they do not have a service to pick up the homeless at the PADS program; he hopes they will consider this in the future. Chairman Shaw concluded the public hearing.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall stated that citizen involvement is important to keep country safe.

County Clerk

Revenue Report 3/1/13-3/31/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>902.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>810.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>90.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>1,758.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>29,585.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>33,145.50</td>
</tr>
<tr>
<td>County Revenue</td>
<td>$</td>
<td>13,705.50</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$</td>
<td>18,380.50</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>31,026.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$</td>
<td>3,876.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>18.38</td>
</tr>
<tr>
<td>Recorder’s Misc</td>
<td>$</td>
<td>1,788.50</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>16,245.00</td>
</tr>
</tbody>
</table>

CK # 17311 To KC Treasurer $ 118,185.38

County Clerk, Debbie Gillette stated that the election will be wrapped up next week and the tax extension has been rolled to the Treasurer’s office.

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR FOUR MONTHS ENDED 03/31/2013
### REVENUES*

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$87,297</td>
<td>27.71%</td>
<td>$76,301</td>
<td>24.22%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$628,472</td>
<td>32.23%</td>
<td>$588,084</td>
<td>32.67%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$148,270</td>
<td>43.61%</td>
<td>$128,495</td>
<td>37.79%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$301,316</td>
<td>31.82%</td>
<td>$341,329</td>
<td>35.19%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$161,759</td>
<td>40.44%</td>
<td>$132,477</td>
<td>34.86%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$394,356</td>
<td>32.86%</td>
<td>$393,678</td>
<td>30.28%</td>
</tr>
<tr>
<td>Fines &amp; Forelts/St Atty</td>
<td>$550,000</td>
<td>$188,945</td>
<td>34.35%</td>
<td>$166,048</td>
<td>29.65%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$8,297</td>
<td>20.74%</td>
<td>$5,403</td>
<td>15.44%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$7,403</td>
<td>21.15%</td>
<td>$10,831</td>
<td>21.66%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$386,106</td>
<td>35.09%</td>
<td>$368,138</td>
<td>37.50%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$870,029</td>
<td>36.25%</td>
<td>$849,504</td>
<td>35.40%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$118,615</td>
<td>62.43%</td>
<td>$68,806</td>
<td>40.47%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$315,060</td>
<td>39.14%</td>
<td>$415,383</td>
<td>55.38%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$243,590</td>
<td>34.70%</td>
<td>$240,667</td>
<td>53.48%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$10,974,464</strong></td>
<td><strong>$3,859,514</strong></td>
<td><strong>35.17%</strong></td>
<td><strong>$3,785,144</strong></td>
<td><strong>36.04%</strong></td>
</tr>
</tbody>
</table>

### Public Safety Sales Tax

<table>
<thead>
<tr>
<th></th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,200,000</td>
<td>$1,555,980</td>
<td>37.05%</td>
<td>$1,525,101</td>
</tr>
</tbody>
</table>

### Transportation Sales Tax

<table>
<thead>
<tr>
<th></th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,200,000</td>
<td>$1,555,980</td>
<td>37.05%</td>
<td>$1,525,101</td>
</tr>
</tbody>
</table>

Treasurer, Jill Ferko reported that they are proofing the tax bills with targeted due dates of June 5th and Sept 5th.

**State’s Attorney**

State’s Attorney, Eric Weis informed the board that the open meetings act training will be held on May 15, 2013 at 6:00pm at the Courthouse in the Jury Assembly room.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period In 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths....</td>
<td>96</td>
<td>Total Deaths......</td>
</tr>
<tr>
<td>Autopsies to Date..........</td>
<td>6</td>
<td>Autopsies....</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>3</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>40</td>
<td>Cremation Permits...</td>
</tr>
<tr>
<td>Co Board 4/16/2013</td>
<td>- 3 -</td>
<td></td>
</tr>
</tbody>
</table>
Coroner Toftoy attended a public safety meeting on March 11th.
Deputy coroner Purcell conducted a morgue tour for Oswego High School Law Enforcement Class on March 13th.
Coroner Toftoy presented to the Oswego High School Impact Panel for Driver’s Ed on March 14th.
Coroner Toftoy and Deputy Coroner Purcell met with Life Legacy on March 26th regarding full body donations.

Health Department

Amaal Tokars commented on the trends in violence, morbidity and mortality.

Supervisor of Assessments

Supervisor of Assessments, Andy Nicoletti presented an estimate of the 2013 EAV.

\[
\begin{align*}
\text{2012 final gross EAV} & = \$2,897,820,640 \\
\text{2012 farmland & farm buildings EAV} & = 51,041,285 \\
\text{2012 non-farm EAV} & = \$2,846,809,355 \\
\text{2013 equalization factor} & = .9482 \\
\text{2013 equalized adjusted gross EAV} & = \$2,699,844,630 \\
\text{2012 farmland plus 2013 increase} & = 54,988,896 \\
\text{Estimated new construction} & = 15,351,649 \\
\text{Estimated BOR reductions} & = 14,576,461 \\
\text{2013 equalized gross EAV} & = \$2,755,108,716 \\
\text{Reduction in EAV from 2012 to 2013} & = \frac{\$2,755,108,706}{\$2,897,850,640} = .9507 - 1.0 = 4.93\% \\
\text{If this estimate holds true, the EAV will be less than the 2006 total of} \$2,791,433,184. 
\end{align*}
\]

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Gryder reviewed the minutes in the packet from the April 8, 2013 meeting.

Public Safety

Chairman Shaw stated that the meeting was cancelled.

Administration, HR, Revenue

Member Gilmour reviewed the minutes in the packet from the April 4, 2013 meeting.

Employment Application

Member Gilmour moved to approve the Kendall County Employment Application. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

Website Transparency Policy

Member Gilmour moved to approve the Kendall County Website Transparency Policy. Member Koukol seconded the motion.

Members discussed the additional language of videotaping.

Member Prochaska moved to amend paragraph 2 of the Kendall County Website Transparency Policy to include the language the website shall include agendas, packets, minutes, audio and video recordings of all open sessions of county board meetings. The video provision shall only come into effect when the county board passes a video policy that deals with the recording of and disposal of video records. Member Gryder seconded the motion.

Members discussed the amendment and ability to add video recording in the future.

Chairman Shaw asked for a roll call vote on the amendment. Members voting aye include Cesich, Cullick, Flowers, Gilmour, Gryder and Prochaska. Members voting nay include Koukol, Purcell, Shaw and Wehrli. Motion carried 6-4.

Member Purcell made a motion to move to send the policy back to committee for clarification. Member Wehrli seconded the motion. Motion is withdrawn.
Member Prochaska asked about paragraph 8 contracts and the memberships to boards and commissions.

Chairman Shaw asked for a roll call vote on the original motion for the website transparency policy with the first amendment attached to it. All members voting aye except Purcell. **Motion carried 9-1.**

**County of Kendall**

**RESOLUTION 2013-09**

**A RESOLUTION ADOPTING 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, 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 16th DAY OF APRIL, 2013.**

Attest:

John Shaw
County Board Chairman

Debbie Gillette
County Clerk

Application for Public Transportation Financial Assistance

Member Gilmour moved to approve the Resolution authorizing the application for Public Transportation Financial Assistance under Section 5311 of the Federal Transit Act of 1991. Member Flowers 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 13-10**

**RESOLUTION AUTHORIZING APPLICATION FOR PUBLIC TRANSPORTATION FINANCIAL ASSISTANCE UNDER SECTION 5311 OF THE FEDERAL TRANSIT ACT OF 1991, AS AMENDED (49 U.S.C. § 5311).**

**WHEREAS,** the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

**WHEREAS,** Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), makes funds available to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

**WHEREAS,** grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

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

Section 1. That KENDALL COUNTY finds that the Kendall Area Transit project is consistent with official plans for developing the community.

Section 2. That an application be made to the Division of Public and Intermodal Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311), for the purpose of off-setting a portion of the Public Transportation Program operating deficits of KENDALL COUNTY.

Section 3. That while participating in said operating assistance program KENDALL COUNTY will provide all required local matching funds.

Section 4. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of KENDALL COUNTY such application.
Section 5. That the County Administrator of KENDALL COUNTY is authorized to furnish such additional information as may be required by the Division of Public and Intermodal Transportation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 6. That the County Administrator of KENDALL COUNTY is hereby authorized and directed to execute and file on behalf of the KENDALL COUNTY all required Grant Agreements with the Illinois Department of Transportation, in order to obtain grant assistance under the provisions of the Section 5311 of the Federal Transit Act of 1991, as amended (49 U.S.C. § 5311).

Section 7. That the County Administrator of KENDALL COUNTY is hereby authorized to provide such information and to file such documents as may be required to perform the Grant Agreement and to receive the grant.

Section 8. That KENDALL COUNTY agrees to comply with all Federal statutes and regulations, and follow applicable Federal guidance, and that the County Administrator of KENDALL COUNTY is hereby authorized to execute the Federal Fiscal Year 2013 FTA Certifications and Assurances.

PRESENTED and ADOPTED this 15th day of April 2013.

John Shaw, County Board Chairman

Attest:

Debbie Gillette, County Clerk and Recorder

Section 5333(b) Special Warranty

Member Flowers moved to accept Section 5333(b) Special Warranty as condition of the receipt of Section 5311 regarding fair and equitable arrangements to protect the interests of employees affected by such assistance. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Acceptance of the Special Warranty

WHEREAS, Section 5311 of the Federal Transit Act of 1964, as amended, makes funds available to help offset certain operating deficits of a system providing public transit service in non-urbanized areas; and

WHEREAS, 49 U.S.C. § 5333(b) requires that fair and equitable arrangements must be made to protect the interests of employees affected by such assistance as a condition of receipt of funds under Section 5311; and

WHEREAS a simplified process for assuring employee protections that accommodates the needs of participants in the Section 5311 program has been agreed upon by the U.S. Department of Labor and the U.S. Department of Transportation by allowing execution of a Special Section 5333(b) Warranty for Section 5311 projects (Special Warranty), which the Secretary of Labor certified on May 31, 1979;

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

Section 1. That an application be made to the Division of Public Transportation, Department of Transportation, State of Illinois, for a financial assistance grant under Section 5311 of the Federal Transit Act of 1964, as amended.

Section 2. As a condition of the receipt of Section 5311 funds, KENDALL COUNTY hereby agrees in writing to the terms and conditions of the Special Warranty (attached) regarding fair and equitable arrangements to protect the interests of employees affected by such assistance.

PASSED by the KENDALL COUNTY BOARD on the 16th day of April 2013.

John Shaw, County Board Chairman

Highway

Member Koukol reviewed the minutes in the packet from the April 9, 2013 meeting.

Farm Lease bid

Member Koukol stated that the lease is on hold it is still being worked out between the farmer and the State's Attorney's Office.

Intergovernmental Agreement with Joliet

Member Flowers made a motion to approve the Intergovernmental Agreement with Joliet for the Caton Farm Rd/Ridge Rd Intersection Reconstruction. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
A complete copy of IGAM 13-8 Intergovernmental Agreement with Joliet is available in the Office of the County Clerk.

Engineering Agreement with WBK

Member Koukol made a motion to approve the engineering agreement with WBK for Minkler and Collins Roads in the amount of $33,000. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Engineering Supplement with Hutchison Engineering

Member Koukol made a motion to approve the engineering supplement with Hutchison Engineering in the amount of $15,000.00. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

County and Township Road and Bridge Project Bids

Member Koukol made a motion to approve the Resolution for county and township road and bridge projects. Member Wehrli seconded the motion.

Members discussed the protest from the Laborer’s District counsel regarding the Whitewillow Road project and the two other projects that were protested which are not included in the resolution.

Member Gilmour made a motion to amend the resolution to remove the Whitewillow project. Member Flowers seconded the motion.

Highway Engineer, Fran Klaas explained that the county board would make the decision on the protest because the county board is the awarding authority for any project that involves county motor fuel or township motor fuel. The Whitewillow bid is being protested for apprenticeship and training certification. A.C. Pavement Striping Company was the lowest bidder on the project. Mr. Klaas explained that there is no requirement for apprenticeship and training when using non MFT funds.

Chairman Shaw asked for a roll call vote on the amendment to remove the Whitewillow project. Members voting aye include Cesich, Cullick, Flowers, and Gilmour. Members voting nay include Gryder, Koukol, Prochaska, Purcell, Shaw and Wehrli. **Motion fails 4-8.**

Member Purcell made a motion to deny the protest. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Cesich, Cullick, Flowers and Gilmour. **Motion carried 6-4.**

The protest was denied and the item remains on the resolution.

Chairman Shaw asked for a roll call vote on the original motion. All members voting aye except Cesich, Cullick, and Flowers. **Motion carried 7-3.**

**KENDALL COUNTY**

Resolution No. **13-11**

**WHEREAS,** bids were received at the County Highway Office on April 5, 2013 on the following listed projects:

- Sec. 07-00100-00-FP, Ridge Road, C. H. #11, approve the low bid of S & K Excavating & Trucking in the amount of $1,014,249.40.
- Sec. 11-00114-00-BR Fox River Drive over Hollenback Creek, C. H. #1, approve the low bid of Herlihy Mid-Continent Company in the amount of $810,289.27.
- Sec. 11-00118-00-BR, Fem Dell Road, Big Grove Road District approve the low bid of Riber Construction, Inc. in the amount of $202,723.00.
- Sec. 12-00121-00-FP, Church Street / Millington, approve the low bid of S & K Excavating & Trucking in the amount of $297,000.00.
- Sec. 13-00000-00-GM, Whitewillow Road, C. H. #18, approve the low bid of A. C. Pavement Striping Company in the amount of $108,216.80.
- Sec. 13-00000-01-GM, Fox River Drive & Millington Road, C. H. #1 & C. H 3, approve the low bid of Hardin Paving Services in the amount of $89,643.00.
Sec. 13-00124-00-RS, Grove Road, C. H. #2, approve the low bid of Hardin Paving Services in the amount of $2,042,424.00.

Sec. 13-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $130,201.40.

Sec. 13-01000-00-GM, Big Grove Road District, Aggregate, F.O.B., approve all bids; Central Limestone Company, LaFarge Aggregate and Vulcan Construction Material in the amount of $11,500.00.

Sec. 13-04000-00-GM, Kendall Road District, Gr. III, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $111,253.86. Gr. IV, the low bid of Hardin Paving Services in the amount of $79,495.00.

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

Sec. 13-08000-00-GM, Oswego Road District, approve the low bid of Hardin Paving Services in the amount of $498,498.00.

Sec. 13-09000-00-GM, Seward Road District, approve the low bid of D Construction, Inc. in the amount of $45,366.55.

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the low bidder as listed above.

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

John Shaw - Kendall County Board Chairman

Debbie Gillette - County Clerk

Member Koukol reviewed the minutes in the packet from the April 1, 2013 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $516,901.02. Member Gilmour seconded the motion.

COMBINED CLAIMS: FCLT MGMT $69,499.76, B&Z $490.86, CO CLK & RCDR $1,044.47, ELECTION $39,252.08, ED SRV REG $5,871.42, SHRFF $13,117.78, CRRCTNS $302,193.53, MERIT $161.50, EMA $190.30, CRT CT CLK $3,301.33, JURY COMM $253.90, CRNR $2,444.74, CBMT CRT SRV $738.06, PUB DFNDR $410.68, ST ATTY $1,001.94, SPRV OF ASSMNT $1,086.74, TRSR $15,947.43, EMPLOY HLTH INS $12,875.00, OFF OF ADM SRV $149,742.72, CRTHSE RENO $100.00, VAC $5,912.33, FP BND PRO 2007 $85.93, CRT HSE DEBT $515.00

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

Co Board 4/16/2013 - 8 -
Coroner’s Budget for Indigent Expenses

Member Purcell explained that under state statute the county is responsible for any unclaimed body.

Member Purcell made a motion to amend the Coroner’s budget and add a line for indigent expenses in the amount of $2,000.00. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Ordinance Abating Taxes levied for Year 2012 payable 2013


County of Kendall, Illinois
ORDINANCE NO. 13-09


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

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

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

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

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

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

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

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

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

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

WHEREAS, on:
The 19th day of November, 2002, a duly certified copy of Bond Ordinance 02-18 was filed in the office of the County Clerk of the County (the “County Clerk”); also
Co Board 4/16/2013 - 9 -
The 19\textsuperscript{th} day of November, 2002, a duly certified copy of Bond Ordinance 02-17 was filed in the office of the County Clerk of the County (the "County Clerk"); also

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

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

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

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

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

The 15\textsuperscript{th} day of June, 2010, a duly certified copy of Bond Ordinance 10-15 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 18\textsuperscript{th} day of November, 2011, a duly certified copy of Bond Ordinance 11-28 was filed in the office of the County Clerk of the County (the "County Clerk"); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2012 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the "Debt Service Fund" established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2012 payable 2013 to pay the debt service on the Bonds be abated:

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


Section 2. **Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy thereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2012 payable 2013 in accordance with the provisions hereof.

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

Adopted this 16\textsuperscript{th} day of April, 2013, by roll call vote as follows:

Ayes: Nays: Absent:

Chairman of the County Board of County of Kendall, Illinois

ATTEST:
County Clerk
County of Kendall, Illinois

Senior Tax Levy Grant Awards

Member Purcell made a motion to approve the resolution establishing the distribution of grants from the 2013 Senior Citizen Social Services Levy. Member Flowers 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 2013-12

A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2013 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

Co Board 4/16/2013
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 2012, Fiscal Year 2013 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

- Community Nutrition Network: $15,750
- Prairie State Legal Service: $6,500
- Senior Services Associates, Inc.: $119,500
- Department of Health & Human Services: $59,178
- Fox Valley Older Adult Services: $54,250
- Visiting Nurses Association: $8,000
- Oswegoland Seniors, Inc.: $38,500
- Fox Valley YMCA: $1,000
- Community Meals for Seniors: $15,500

Approved and adopted by the County Board of Kendall County, Illinois, this 16th day of April, 2013.

Attest:
John Shaw, Chairman
County Board

Animal Control

Member Cesich presented the highlights from the March 20, 2013 meeting. The highlights included the census log, adoptions that happened at the "pitty party", bite report, number of visits to the facility, and the accounting report. Anna Payton has been asked to write a weekly blog for Voices of Yorkville, she attended a conference in Texas. The staff went to the Petsmart distribution center to load donated items.

Labor & Grievance

Member Flowers stated that the next meeting is on March 22, 2013.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the April 11, 2013 meeting.

Members Flowers was excused from the meeting at 12:00 pm.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they did not meet.

VAC

Member Wehrli stated that they met on April 3, 2013 and they have a group that is very committed to helping the Veterans.

Historic Preservation

Member Wehrli reviewed the minutes in the packet from the March 20, 2013 meeting.

708 Mental Health

Member Gilmour stated that the next meeting is on June 5, 2013.

UCCI

Member Prochaska reported that they met on March 15, 2013 and the next full meeting is on May 27, 2013. Members Cesich, Cullick, Gryder and Prochaska are attending the Leadership Academy.

Co Board 4/16/2013
Rivervalley Workforce Investment Board

Member Koukol stated that there is gridlock between Kane, DeKalb and Kendall counties. A budget was voted on but they don’t know how much money they have exactly, they are trying to get the information from Kane County. The board consists of 40 people, mandated by the Federal Government. They did vote on a couple of programs in the area to help some businesses. If someone gets laid off or displaced from work they can get help by contacting the Health Department.

Housing Authority

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

CMAP MPO Policy Committee

Member Gryder reported that the next meeting is in June.

CHAIRMAN’S REPORT

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

Appointments
Amy Cesich – Labor & Grievance Committee - fill vacancy
Jessie Hafenrichter – Farmland Protection – 2 year term – expires December 2014

Announcements

OTHER BUSINESS

Member Koukol reminded everyone of the Job Fair on June 7, 2013 9:00am at the Plano Waubonsee Community College campus.

EXECUTIVE SESSION

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

RECONVENE

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked if the line item for the Coroner’s budget was for cremation services.

ADJOURNMENT

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

Approved and submitted this 21st day of April, 2013.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
ILLINOIS DEPARTMENT OF TRANSPORTATION

CAPITAL ASSISTANCE APPLICATION

COUNTY OF KENDALL
INTRODUCTION

Required application items are listed on the attached checklist. The applicant will be advised of any missing or supplemental information required with respect to checklist items, or other supporting documentation. The Department considers the application as representing the applicant’s intent to undertake the proposed project promptly if approved.

In the course of its review and evaluation of an application, the Department may require the applicant to submit additional information in support of the proposed project. When the Department is satisfied that all information necessary for evaluation of the application has been submitted, a final review will be undertaken.

Once review of the application is complete, the Department will process grant contracts for execution by the applicant and the Department.
Application for Capital Assistance Grant

Checklist

Instructions for this application are contained in Appendix F.

Below is a checklist provided to assist preparers of applications in meeting all of the requirements of the application process. All items are required unless otherwise indicated. Completed applications should be sent to the following address.

Carlos Campos, Bureau Chief, Capital Grants
Illinois Department of Transportation
Division of Public and Intermodal Transportation
J. R. Thompson Center, Suite 6-600
100 W. Randolph
Chicago, IL 60601

Key: ✔ Item Enclosed  ❄/❄ Not Applicable

Check List

1. Completed Application Form
   ✔ A. Project Description
   ✔ B. Project Justification
   ✔ C. Use of “Innovative/Green” Technology
   ✔ D. Proposed Project Budget
   ✔ E. Implementation Schedule

2. Public Notice (Appendix A)

3. Historic Preservation (Appendix B)

4. Opinion of Counsel (Appendix C)

5. Applicant's Governing Board Resolution (Appendix D)

Note: Include this checklist with the application submittal (indicate by cover letter items which are pending).
The County of Kendall hereby applies to the Illinois Department of Transportation for a Capital Improvement Grant. Required resolutions, certifications and other documents in support of this grant request are attached and are considered a part of this application.

A. Project Description (attach additional pages if necessary)

Kendall County is applying for five (5) buses and ITS hardware and software for use in the County’s public transportation system, Kendall Area Transit (KAT). Three (3) buses will be for replacing current fleet, which will reach the IDOT designated end of useful life expectancy in summer 2013. Two (2) additional buses are requested for service expansion. The KAT system has grown at an extraordinary rate, which has made it difficult to accommodate the demand on the system, especially in the County’s more rural areas. In total, four (4) 14-passenger medium-duty buses and one (1) 12-passenger light-duty bus are being requested at a price of $337,000. In addition, Kendall County is requesting ITS hardware and software for the purposes of scheduling more efficiently and effectively as a way to address the demand on the KAT system. The estimated budget for the ITS is $55,554.

Please identify by name and title in the space below the chief officers of record of applicant’s governing board, such as Chairman, President, Secretary, Treasurer or comparably designated officers (add additional page if necessary):

John A. Shaw County Board Chairman
Applicant is a:

☐ Municipality
☐ County
☐ Corporation
☐ Mass transit district
☐ Not-for-profit**
☐ Other**

** For “not-for-profit” or “other” applicants, please provide a general description of applicant’s services:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

In support of this application, I offer the above data and attached supporting documents as required. I certify that the statements herein and in the supporting documents are correct and complete.

County of Kendall  May 21, 2013
Applicant

Jeff Wilkins  County Administrator
Name of Authorized Official  Title

Signature
B. Project Justification (attach additional pages if necessary)

**Fleet Project:**
Kendall County has requested three (3) 14-passenger medium-duty buses to replace three current fleet vehicles that will reach their useful life expectancy as follows:

- Bus 3 – 90,463 miles as of 05/01/2013; averages 2800 miles/month; 100,000 miles August 2013
- Bus 5 – 88,511 miles as of 05/01/2013; averages 2800 miles/month; 100,000 miles August 2013
- Bus 6 – 82,557 miles as of 05/01/2013; averages 2800 miles/month; 100,000 miles October 2013

Since the process for applying, ordering, manufacturing, and delivering vehicles generally takes over a year to conclude, we thought it prudent to ask for replacements ahead of time. This way the County can better plan for and adjust routes as necessary.

In addition, the KAT program has grown exponentially since its inception, and the County has asked for two (2) expansion vehicles to help accommodate the growth: one (1) 14-passenger medium-duty vehicle and one (1) 12-passenger light-duty vehicle. The KAT system up to this point has been able to accommodate the growth, but its fleet capacity, were it to remain at its current level, is inadequate to sustain the accommodation of growth. Ridership demand has increasingly taxed the system with frequent rural area and out of county trips. Having two expansion fleet will go great lengths to helping the County meet these demands.

**Scheduling Hardware/Software Project:**
As the system has grown, so too has the operator’s need for faster, more efficient scheduling techniques. Currently, the KAT operator utilizes an Excel spreadsheet system for arranging trips. The system worked quite well when the demand was lower. However, as demand has more than doubled from year to year, the office averages far more call traffic, which has created a log-jam in the phone system causing slower service to riders. A system utilizing specific scheduling software will make KAT scheduling and dispatching more efficient, effective, and economical in the long run.

C. Use of "Innovative/Green" Technology

Please describe by project the use of innovative or green technology to be incorporated into the project.

Green technologies are quite prevalent in newer vehicles. In addition, scheduling software will create a more efficient system, thus cutting down on fuel used and emitted from bus use.
1. Has this project been locally endorsed and identified in the local TIP?  
   If no, can the TIP be amended in 30 -60 days?  
   □ YES  □ O No  
   □ YES  □ O No

2. Current fleet spare ratio: ___11____% 

3. Fleet spare ratio with receipt of new vehicles: ___21___%

4. Vehicle to be purchased from:  
   (check one)  
   – O Own specifications and procurement  
   – □ Purchase off existing state contract or CVP  
   – □ Exercising an option on existing contract  
   – □ Piggy-backing off another contract  
   – □ Joint procurement

5. If using own spec/procurement: (check one)  
   – O Specifications are under development  
   – □ Specs are complete-ready to bid  
   – □ Bid process under way

D. Proposed Project Budget

<table>
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<tr>
<th>Line Item Activity</th>
<th>TOTAL</th>
<th>Federal</th>
<th>State</th>
<th>Local</th>
<th>Estimated % of DBE Participation*</th>
</tr>
</thead>
<tbody>
<tr>
<td>5 clean emission paratransit vehicles</td>
<td>$337,000</td>
<td></td>
<td>100%</td>
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<td></td>
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<tr>
<td>ITS Hardware and Software</td>
<td>$55,554</td>
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<td>100%</td>
<td>0%</td>
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</tbody>
</table>

* Not applicable for any rolling stock purchase.
E. Implementation Schedule

Implementation Schedule - Show anticipated contract obligations and cash disbursements by fiscal quarter after project approval. Percentages may be used, but please include dollar amounts as well. Please complete the fields below that are applicable to your project.

<table>
<thead>
<tr>
<th>Fiscal Quarter (Example: 2013 1st Quarter)</th>
<th>Major Activity Initiated</th>
<th>Contract Obligations</th>
<th>Cash Disbursements</th>
</tr>
</thead>
<tbody>
<tr>
<td>Procurement</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Advertise</td>
<td>IL FY 2015 Q1</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Purchase</td>
<td>IL FY 2015 Q3</td>
<td>FY 2015 Q3</td>
<td>20%</td>
</tr>
<tr>
<td>Delivery</td>
<td>IL FY 2015 Q4</td>
<td>FY 2015 Q4</td>
<td>80%</td>
</tr>
<tr>
<td>Land Acquisition (if applicable)</td>
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<td></td>
</tr>
<tr>
<td>Design Consultant Contract Award (if applicable)</td>
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<tr>
<td>30% Design</td>
<td></td>
<td></td>
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<tr>
<td>60% Design</td>
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<tr>
<td>90% Design</td>
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<td>Design Complete</td>
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<tr>
<td>Construction</td>
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<tr>
<td>Advertise</td>
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<td>Award</td>
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<td></td>
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<tr>
<td>Start Date</td>
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<td></td>
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<tr>
<td>Completion Date</td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>
Appendix A: Public Hearing Notice

Notice of Public Hearing
Kendall County

The Public Hearing was held on May 21, 2013, at 9:00AM CST. A copy of the Public Notice Advertisement was placed in the Kendall County Record on May 9, 2013 wording is noted below. A copy of the official Public Hearing meeting minutes will be approved on June 4, 2013. Upon their approval, copies will be sent to the appropriate officials. Attached below are copies of the sign-in sheet from the public hearing meeting and a paper copy of the notice from the Kendall County Record.

CERTIFICATE OF PUBLICATION

I, Jeffery A. Farren, do hereby certify that I am the publisher of the Kendall County Record, a weekly secular newspaper of general circulation, regularly published in the City of Yorkville, in the County of Kendall and the State of Illinois; and I hereby further certify that the notice a copy of which is attached hereto, in the matter of

Public Notice: Kendall Area Transit state of Illinois Capital Assistance Grant meeting May 21, 2013 9:00am

was Published once each week for 1 successive weeks in said Newspaper, the first insertion being on the 9th day of May 2013 and the last insertion being on the 9th day of May 2013 and we further certify that the said Kendall County Record was regularly published continuously for more than six months in the City of Yorkville in said County, next preceding the first publication of said notice, and that we are duly authorized to make proof of matters published in the said Kendall County Record.

Given under my hand and seal at Yorkville, Illinois this day of 9th day of May, 2013

[Signature]

Publisher

The Kendall County Record is legal a newspaper as defined in Chapter 715, Paragraph 5/6 of the Illinois Compiled Statutes. Said newspaper was regularly published for twelve months prior to the first publication of said notice.
Appendix B: Historic Preservation
For Fixed Facility Projects Only

The project being undertaken by the County of Kendall, which consists of the purchase of rolling stock and equipment and installation, will have no effect on Historic Preservation.
Appendix C: Opinion of Counsel

Opinion of Counsel

I, the undersigned, am an attorney, licensed by and duly admitted to practice law in the State of Illinois and counsel for and attorney for the County of Kendall. In this capacity, my opinion has been requested concerning the eligibility of the County of Kendall for grant assistance under the provisions of the Civil Administrative Code of Illinois (Act), 20 ILCS 2705-305. You are hereby advised as follows:

1. The County of Kendall is an eligible recipient as defined in state regulations.

2. There are no provisions in the County of Kendall's charter or by-laws or in the statutes of the State, the United States of America, or any other local ordinances that preclude or prohibit the County of Kendall from making said application for or contracting with the State for the purpose of receiving a State capital improvement grant.

3. The undersigned has no knowledge of any pending or threatened litigation, in either Federal or State courts which would adversely affect this application, or which seeks to prohibit the County of Kendall from contracting with the State for the purpose of receiving a State capital improvement grant.

Based upon the foregoing, I am of the opinion that the County of Kendall is an eligible recipient under the provisions of the Act, and that it is fully empowered and authorized to apply for and to accept the grant from the State.

Signature: 

Eric Weis, Kendall County State’s Attorney

Date
Appendix D: Governing Board Resolution

Resolution

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

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

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

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

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

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

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

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

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

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

PRESENT and ADOPTED the 21st day of May, 2013

______________________________                  _________________
John Shaw, County Board Chairman                        Debbie Gillette, County Clerk

Kendall County IDOT Capital Assistance Application Page 11
<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>
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<td>$1,018.00</td>
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<tr>
<td>County Clerk Fees - Marriage License</td>
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<td>$1,080.00</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
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</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td></td>
<td>$2,180.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$33,927.00</td>
</tr>
<tr>
<td>010100861205 Total County Clerk Fees</td>
<td></td>
<td>$38,235.50</td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td></td>
<td>$27,527.75</td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td></td>
<td>$20,869.00</td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td></td>
<td>$35,180.00</td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td></td>
<td>$4,396.00</td>
</tr>
<tr>
<td>01010001135 Interest</td>
<td></td>
<td>$45.11</td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td></td>
<td>$9,143.25</td>
</tr>
<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td></td>
<td>$18,324.00</td>
</tr>
</tbody>
</table>

CK # 17326 To KC Treasurer $153,720.61

Death Certificate Surcharge sent from Clerk's office $1336.00 ck # 17324
Dom Viol Fund sent from Clerk's office $185.00 ck 17325
# Kendall County General Fund

## QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES

### FOR FIVE MONTHS ENDED 04/30/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th><strong>Annual Budget</strong></th>
<th><strong>2013 YTD Actual</strong></th>
<th><strong>2013 YTD %</strong></th>
<th><strong>2012 YTD Actual</strong></th>
<th><strong>2012 YTD %</strong></th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$169,225</td>
<td>53.72%</td>
<td>$153,685</td>
<td>48.79%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$1,067,914</td>
<td>54.76%</td>
<td>$717,978</td>
<td>39.89%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$182,125</td>
<td>53.57%</td>
<td>$157,603</td>
<td>46.35%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$365,656</td>
<td>38.61%</td>
<td>$409,615</td>
<td>42.23%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$194,904</td>
<td>48.73%</td>
<td>$170,160</td>
<td>44.78%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$497,837</td>
<td>41.49%</td>
<td>$506,755</td>
<td>38.98%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$238,437</td>
<td>43.35%</td>
<td>$209,356</td>
<td>37.39%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$11,152</td>
<td>27.88%</td>
<td>$8,538</td>
<td>24.39%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$9,888</td>
<td>28.25%</td>
<td>$13,625</td>
<td>27.25%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$473,450</td>
<td>43.02%</td>
<td>$451,760</td>
<td>46.02%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,043,455</td>
<td>43.48%</td>
<td>$1,014,054</td>
<td>42.25%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$132,320</td>
<td>69.64%</td>
<td>$87,221</td>
<td>51.31%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$376,120</td>
<td>46.72%</td>
<td>$490,503</td>
<td>65.40%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$338,925</td>
<td>48.28%</td>
<td>$297,183</td>
<td>66.04%</td>
</tr>
</tbody>
</table>

**TOTALS** $10,974,464 $5,101,408 46.48% $4,588,037 44.64%

---

**Public Safety Sales Tax** $4,200,000 $1,861,423 44.32% $1,816,563 45.41%

**Transportation Sales Tax** $4,200,000 $1,861,423 44.32% $1,816,563 45.41%

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

## EXPENDITURES

All General Fund Offices/Categories

$26,336,375 $10,652,275 40.45% $10,173,042 39.75%
### KENDALL COUNTY CORONER
#### April FY 2013 Monthly Report

<table>
<thead>
<tr>
<th>CASE</th>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Monday, April 01, 2013</td>
<td>1304097</td>
<td>3:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, April 02, 2013</td>
<td>1304098</td>
<td>1:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Thursday, April 04, 2013</td>
<td>1304099</td>
<td>6:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, April 05, 2013</td>
<td>1304100</td>
<td>6:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, April 06, 2013</td>
<td>1304101</td>
<td>4:54 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Monday, April 08, 2013</td>
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<td>6:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<td></td>
<td>Wednesday, April 10, 2013</td>
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<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Friday, April 12, 2013</td>
<td>1304104</td>
<td>4:13 PM</td>
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<td>N</td>
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</tr>
<tr>
<td></td>
<td>Saturday, April 13, 2013</td>
<td>1304105</td>
<td>*1:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
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</tr>
<tr>
<td></td>
<td>Monday, April 15, 2013</td>
<td>1304106</td>
<td>*8:22 AM</td>
<td>Natural</td>
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<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, April 16, 2013</td>
<td>1304107</td>
<td>*8:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, April 17, 2013</td>
<td>1304108</td>
<td>*1:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Saturday, April 20, 2013</td>
<td>1304109</td>
<td>10:40 AM</td>
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<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Sunday, April 21, 2013</td>
<td>1304110</td>
<td>3:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Monday, April 22, 2013</td>
<td>1304111</td>
<td>5:37 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Monday, April 22, 2013</td>
<td>1304112</td>
<td>7:11 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Monday, April 22, 2013</td>
<td>1304113</td>
<td>4:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, April 23, 2013</td>
<td>1304114</td>
<td>*8:48 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, April 23, 2013</td>
<td>1304115</td>
<td>*9:09 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, April 24, 2013</td>
<td>1304116</td>
<td>*4:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Thursday, April 25, 2013</td>
<td>1304117</td>
<td>9:02 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Roadway</td>
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<tr>
<td></td>
<td>Thursday, April 25, 2013</td>
<td>1304118</td>
<td>12:30 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, April 26, 2013</td>
<td>1304119</td>
<td>1:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, April 27, 2013</td>
<td>1304120</td>
<td>7:40 AM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, April 27, 2013</td>
<td>1304121</td>
<td>11:50 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Sunday, April 28, 2013</td>
<td>1304122</td>
<td>2:53 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, April 30, 2013</td>
<td>1304123</td>
<td>10:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

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

<table>
<thead>
<tr>
<th></th>
<th>Outside</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>22</td>
<td>27</td>
</tr>
</tbody>
</table>

**Autopsies**

Three (3) Autopsies were performed in the month of April.

**Inquests**

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

**Statistics:**

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

**Coroner's Office Personnel Update:**

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

**Other:**

Coroner Ken Toftoy took responsibility for the indigent body of Jean Baymon, who died in January 2013. The body was cremated on April 13, 2013. The cremains will be held at the Kendall County Coroner's Office.

The coroner's office pathologist, Dr. Hilary McElligott has taken a full-time position with DuPage County Coroner's Office. The Kendall County Coroner is currently contracting with Dr. Amanda Youmans, Forensic Pathologist.
KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of May 13, 2013

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

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

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

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from April 8, 2013. Jeff Wehrli seconded the motion. All
agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Jeff Wehrli made a motion to approve the expenditure report and forward it onto the Finance Committee,
Lynn Cullick seconded the motion. All agreed and the motion was approved.

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

PETITIONS
#12-03 Land Cash Ordinance
Planner Zubko stated in your packets are the revisions to last month’s discussion. The Committee went page
by page and approved all the language changes. The group then went over the fair market value calculations
and after some discussion decided to go with the numbers NOT including vacant lots so the fair market value
per acre would be $81,268 and put into the calculations. Planner Zubko will change the language in the Fair
Market Value section to describe where the number came from. This is now ready to go through the text
amendment process and will go to ZPAC in June. The Committee thanked Planner Zubko for all her hard work.

OLD BUSINESS-
Discussion on Prairie Materials process after IDOT purchases part of the property on Route 47- Planner
Zubko stated the SAO is still looking into the matter.

NEW BUSINESS
Planner Zubko noted we have been approving these extensions from 2008 and have included last years
County Board meeting minutes to show the Committee.
High Grove Extension: Petition 05-43- Planner Zubko stated the first is the High Grove Subdivision that is requesting a 1 year plat extension. Most likely this petition will start over from the beginning as they look like they’re selling some land to the Plainfield Park District and want to lower the lot amount to about 10 but the petitioner would like to keep it open if they decide to go with the original plat. They were completely approved but have never recorded their plat. Due to economic times it was not platted and no lots were sold. Mr. Wehrli made a motion to grant a 1 year plat extension for the High Grove Subdivision. Amy Cesich seconded the motion. All were in favor and this will be forwarded onto the County Board meeting on the 21st.

Hofmeister Extension: Petition 07-28- Planner Zubko stated this property is a small triangular piece west of Whitetail Ridge, they are requesting to keep the petition open for another year. The preliminary plats were approved but the final plat has only gone to the ZPAC Committee. Due to economic times they stopped everything so would like to keep it open for now. Lynn Cullick made a motion to grant a 1 year petition extension for the Hofmeister Petition. Jeff Wehrli seconded the motion. All were in favor and this will be forwarded onto the County Board meeting on the 21st.

Camelot Farms Extension: Petition 08-18- Planner Zubko stated this property is a special piece of property, it was originally a barn and silo that was converted to a house. He is requesting a 1 year plat extension as he is putting the piece up for sale again. One the lot is sold he will record the plat, parcel off the one piece. It’s easier to keep it all under one pin number for now. Lynn Cullick made a motion to grant a 1 year plat extension for the Camelot Farms. Judy Gilmour seconded the motion. All were in favor with Mr. Wehrli abstaining and this will be forwarded onto the County Board meeting on the 21st. Mr. Wehrli abstained as he worked with the petition on a Forest Preserve project and he is the Forest Preserve Chair.

Fencing requirements- discussion on regulations- Planner Zubko stated the Zoning Board of Appeals wanted Planner Zubko to bring up this issue. The ZBA is very concerned about giving fence variances as it has been an issue in the past and they have made people take down their fence or lower their fences to meet regulations. They wanted the PBZ Committee to possibly delete the regulations if we’re not going to enforce them or require a permit for a fence. The PBZ Committee had much discussion about possibly doing a zoning certificate of $50 or less for each permit. They also discussed this has not been an issue over 6 years so possibly to leave it as it. The final consensus was to leave it as is since there has been only 1 variance in about 6 years. The Committee did suggest maybe educating the public and write a public notice saying there are regulations to follow but a permit is not needed and to call the PBZ Department if there are any questions.

Variance request from private road standards for the Lotus Ridge Subdivision- Planner Zubko stated she has talked to the SAO on this matter and it’s up to the Plat Officer to make a decision.

Stormwater handouts- Planner Zubko handed out some changes to the Countywide Stormwater Ordinance that will be on the full County Board agenda on the 21st. There is a text amendment to clarify an issue that has already come up and also an Ordinance to certify the communities that are following the Kendall County Stormwater Base Document.

Update from conference/ Facebook Page- Planner Zubko stated she was glad she went to the conference but probably would stick to the state conferences as some information was too broad she learned in school or too specific it was hard to bring back to our community. She did suggest maybe having a Facebook page for PBZ. Planner Zubko also suggested maybe not posting things for only unincorporated but maybe if a new store or restaurant opens in a municipality to post that on the Facebook page for things in all of Kendall County. The Committee was excited about this and told Planner Zubko to get it started, it is great free publicity for the County.

PUBLIC COMMENT – None

UPDATE ON HISTORIC PRESERVATION- There will be a meeting on Wednesday May 15th and Mr. Wehrli will give an update at the 21st County Board Meeting.

5.13.13 PBZ Meeting Minutes
PROJECT STATUS REPORT—Reviewed
PERMIT REPORT—Reviewed
REVENUE REPORT—Reviewed
CORRESPONDENCE—None
EXECUTIVE SESSION—None

ADJOURNMENT—Next meeting will be on June 10, 2013
Lynn Cullick made a motion to adjourn the meeting. Jeff Wehrli seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:45 p.m.

Respectfully Submitted,
Angela L. Zubko
Senior Planner
COUNTY OF KENDALL
RESOLUTION 2013-_____

A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL
COUNTY, ILLINOIS AND YORKVILLE, ILLINOIS

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

Section 1. That the Intergovernmental Agreement for Reciprocal Building
Inspections Services Between Kendall County, Illinois and Yorkville, Illinois, attached
hereto and made a part hereof by reference as Exhibit A, is hereby approved, and John Shaw,
County Board Chairman, is hereby authorized to execute said agreement on behalf of Kendall
County.

Section 2. This Resolution shall be in full force and effect upon its passage and approval
as provided by law.

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of May, 2013.

John Shaw, Chairman
County Board

Attest:

Debbie Gillette
County Clerk
A RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN THE UNITED CITY OF YORKVILLE AND KENDALL COUNTY

BE IT RESOLVED, by the Mayor and City Council of the United City of Yorkville, Kendall County, Illinois, as follows:

Section 1. That the Intergovernmental Agreement for Reciprocal Building Inspections Services Between Kendall County, Illinois and Yorkville, Illinois, attached hereto and made a part hereof by reference as Exhibit A, is hereby approved, and Gary Golinski, Mayor, and Beth Warren, City Clerk, be and are hereby authorized to execute said agreement on behalf of the United City of Yorkville.

Section 2. This Resolution shall be in full force and effect upon its passage and approval as provided by law.

Passed by the City Council of the United City of Yorkville, Kendall County, Illinois this 16th day of May, 2013.

CITY CLERK

CARLO COLOSIMO  Y  KEN KOCH  Y
JACKIE MILSHEWSKI  Y  LARRY KOT  Y
CHRIS FUNKHOUSER  Y  JOEL FRIEDERS  Y
ROSE ANN SPEARS  Y  DIANE TEELING

Approved by me, as Mayor of the United City of Yorkville, Kendall County, Illinois, this 16th day of May, 2013.

MAYOR
INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND 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, Kendall County, Illinois (the "City") a municipal corporation of the

State of Illinois, is as follows:

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 City and Kendall County 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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, et seq. and 65 ILCS 5/1-1-1, et seq.), the County and City (collectively referred to as the "Parties") are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and
WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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

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

Section 2. The Parties agree that Kendall County Code Official Brian Holdiman and the City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party’s behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval; initial site inspections prior to a permit being issued and plumbing inspections.
Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties’ performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2 for their respective jurisdiction; and/or

b. If Kendall County Code Official Holdiman or City Building Code Official Ratos has a conflict of interest in performing one or more of the inspections set forth in Section 2 for their respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of
Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by the County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor the County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of all parties.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use its own equipment, tools and vehicles, and
the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and County shall each defend, with counsel of the other party’s own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the other party, 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 inspections to be performed by the other party under this agreement. As such, when the City performs an inspection for the County, the City will defend with counsel of the County’s own choosing, indemnify and hold harmless the County as set forth above relating to the City’s and the City Building Code Official’s actions in the performance of their duties under this Agreement. When the County performs an inspection for the City, the County will defend with counsel of the City’s own choosing, indemnify and hold harmless the City as set forth above relating to the County’s and the County Code Official’s actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. 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.

Section 15. 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.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (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) telexcopying the same with electronic confirmation of receipt

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to the City: Community Development Director

Page 6 of 10
Section 17. 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.

Section 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. 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.

Section 19. Nothing contained in this Agreement, nor any act of the County or the City 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 City. Further, nothing in this agreement should be interpreted to give the County or City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, the County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments,
pension and worker’s compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties 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 respective insurance carrier(s) to Kendall County and the City at the address set forth herein. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker’s Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

Section 22. This Agreement shall be in full force and effect for a period of three (3) years from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.
Section 23. This Agreement may be amended only with written consent of all parties hereto.

Section 24. Either party may terminate this Agreement by providing thirty (30) calendar days’ advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party’s duties as laid out herein. For the purpose of this agreement, “bad faith” is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if County Code Official Brian Holdiman’s or City Building Code Official Pete Ratos’ employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 25. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 26. Kendall County and the City 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 at Yorkville, Illinois.

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

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

United City of Yorkville, Kendall County, Illinois, a municipal corporation

Attest:

County Clerk

Attest:

City Clerk
To: PBZ  
Date: May 7, 2013  
Re: High Grove Petition #05-43—Project Time Limit

We received a request from the petitioner's attorney to keep the High Grove Subdivision as an active file and extend the time limit for recording of the final plat. The following three ordinances were approved on June 20, 2006 for the High Grove Subdivision:

- Ordinance #06-42A- approving the concept and preliminary plat
- Ordinance #06-43A- approving the rezoning from A-1 to RPD-2
- Ordinance #06-44- approving the final plat

Section 7.04.E.3 of the Subdivision Regulations states that upon approval by the County Board, the subdivider shall record the plat with the County Recorder within six (6) months of the approval. If not recorded within this timeframe, the approval shall be null and void. The ordinance approving the final plat further stated the approval was granted subject to review and approval of the supporting covenants, documents and agreements by the PBZ Director, Kendall County State's Attorney and any appropriate agencies. While the petitioner's attorney supplied drafts and staff provided comments on these documents, they were never finalized and submitted to the Board for approval. As a result, the plat has not been recorded and under given the passage of time is null and void unless it is re-approved by the County Board.

The petitioner's attorney is requesting that PBZ staff keep the petition as an active file for an additional year while their client weighs their options on how to move this project forward in this treacherous economy. It is staff's opinion that since the plat was not recorded within the allotted timeframe and given that the supporting covenants, agreements and documents were not finalized, if this project were to move forward as originally intended (with the community well and septic systems) it would still need a re-approval by the Board. We have also been advised the petitioner is contemplating the elimination of the community well and has also sold some property to the Joliet Park District. If the petitioner decides to eliminate either the community well or septic, the related density bonus would be eliminated. This would likely force the petitioner to make additional changes to the plat which could result in the need to file an amended petition and to re-start the approval process.

The County Board has been giving extensions to this project since 2008. Staff will support the Committee and Board's decision.
May 10, 2012

Angela Zubko
Kendall County Planning, Building, and Zoning
111 W. Fox Street
Yorkville, IL 60560

RE: Hofmeister Subdivision

Dear Angela:

We would request to continue the Zoning Petition for an additional 12 months until our clients ascertain whether the market is going to permit to move them ahead or not.

Very truly yours,

Daniel J. Kramer,
Attorney at Law

DJK/cth
March 30, 2010

Mr. Jerry Dudgeon
Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 316
Yorkville, IL 60560-1498

Re: Camelot Farm Subdivision, Na-Au-Say Township, Kendall County, Illinois

Dear Jerry,

Last year, on June 2, 2009, we sent you a letter requesting that an extension be granted to delay the recording of the subdivision until June 1, 2010, approximately one year, which was intended to provide us with a reasonable amount of time to effect the sale of our large dairy barn home. In fact, at the time we were concerned about placing the home formally on the market until all the site development work was completed to the satisfaction of Strand Associates since the potential existed that we would need to make a change and did not want to put the home on the market until all site issues were resolved. Justin Miller met with us to review and close out the site development late in the summer of 2009 and approved all the site work at that time and we put the home on the market.

As you know, the residential home market, while it is beginning to show signs of life, is still very sluggish and our home, in particular, requires a unique buyer looking for a unique, energy efficient, Green home. We are asking for an additional one year extension on recording the subdivision at Camelot Farm in order to give us more time to sell the home. As we mentioned in our previous correspondence last year, the farm is owned as our primary residence by Tenants of the Entirety. A subdivision would nullify this legal protection. It is also our understanding that our liability insurance rates would go up significantly if we are no longer residents of the agricultural portion of the property.

As we previously discussed, the delay in recording would have no physical impact on the county, the property or our neighbors and would only assist us in properly sequencing the sale and final development of the approved changes.

Thank you in advance for your assistance in this regard. If you have any comments, questions or concerns, please feel free to call, email or write.

Respectfully submitted,

Massimo Bianchini and Susan Kovalik
ORDINANCE # 2013- _____

AN ORDINANCE ACCEPTING COMMUNITY CERTIFICATION FOR THE KENDALL COUNTY STORMWATER ORDINANCE

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

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

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

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

WHEREAS, each hereafter named CERTIFIED COMMUNITY has petitioned the KENDALL COUNTY STORMWATER MANAGEMENT PLANNING COMMITTEE for certification and said COMMITTEE has found on April 9, 2013, the petitions to be complete and acceptable and said COMMITTEE has recommended certification of each hereafter named CERTIFIED COMMUNITY.

NOW, THEREFORE, BE IT ORDAINED the Kendall County Board hereby grants approval of the CERTIFIED COMMUNITIES, as follows:

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

Section 2: each hereafter named CERTIFIED COMMUNITY hereby adopts by reference the Kendall County Stormwater Ordinance, as amended from time to time. All development, stormwater management activities, soil erosion control practices, and floodplain protection measures within the CERTIFIED COMMUNITY shall comply with all standards set forth in the Kendall County Stormwater Ordinance, as amended from time to time, and the CERTIFIED COMMUNITY is seeking enforcement rights against activities which do not comply with the Kendall County Stormwater Ordinance, to the extent permitted by law.
Section 3: CERTIFIED COMMUNITIES within Kendall County shall be as listed below unless and until modification by the County Board.

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

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

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

ATTEST:

______________________________  ________________________________
KENDALL COUNTY CLERK           KENDALL COUNTY BOARD CHAIRMAN
DEBBIE GILLETTE                  JOHN SHAW
MEMORANDUM

Date: April 8, 2013

To: Angela Zubko

CC: file 08-0100C Kendall County Stormwater Ordinance

From: Greg Chismark

Subject: Clarification on Stormwater Storage Applicability

The purpose of this memo is to recommend modifications to the County Stormwater Ordinance adopted in May of 2012 and to clarify the site runoff storage requirements relative to new development. The modifications involve, Section 203.1. Specifically sections 203.1.b and 203.1.c involve non-residential land use and residential land use other than single family detached.

The modification involves creating a disturbance threshold for small non-residential lots under which stormwater storage is not required. The prior Kendall County Ordinance had a threshold of 5,000 sf and we recommend the same threshold be implemented in the current ordinance. An additional modification clarifies that stormwater storage is required for new development only. The revisions to section 203.1.c would be (additions noted in bold):

b. A non-residential land use or a residential land use other than single family-detached property of contiguous ownership equal to or greater than three acres and:

1. resulting in more than 45,000 square feet of development, or;

2. resulting in more than 32,000 square feet of impervious surface area

The area of development and impervious surface and corresponding storage requirements shall be determined on an aggregate basis from the effective date of this ordinance.
c. A non-residential land use or a residential land use other than single family-detached property of contiguous ownership less than three acres and resulting in **disturbance of more than 5,000 sf and resulting in 25% or more of the site area as impervious surface.** The area of **development and corresponding storage requirements** shall be determined on an aggregate basis from the effective date of this ordinance;

One additional clarification that does not require ordinance language changes, involves the classification of impervious areas. **All impervious area shall be considered when considering the threshold for requiring stormwater storage regardless of when it was created.** No impervious surface is grandfathered with regard to the threshold. However, stormwater storage is only required on **development after the effective date of the ordinance.** Additionally, it is noted that a gravel surface is considered impervious unless it is designed and constructed to promote infiltration or provide stormwater storage.

Two examples are provided as follows:

**Example 1:** An existing industrial site has a contiguous ownership of 6 ac. There are existing impervious surfaces totaling 41,000 sf. The owner wants to add a 5,000 sf parking lot addition. The new development (5,000 sf parking plus any grading) requires stormwater storage only for the 5,000 sf of development.

**Example 2:** An existing commercial site has a contiguous ownership of 2.7 acres. The site is entirely undeveloped with no impervious surfaces. The owner may develop up to 25% or 29,400 square feet of building, parking lot and walkways without categorically requiring stormwater storage. It is noted that the drainage system capacity shall be verified by the engineer for the increased runoff from the development.
ORDINANCE # 2013-_____

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

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

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

WHEREAS, all administrative procedures for amendments have been followed including a public hearing held before the Kendall County Stormwater Planning Committee on April 9, 2013;

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

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

203.1.c- A non-residential land use or a residential land use other than single family - detached property of contiguous ownership less than three acres and resulting in disturbance of more than 5,000 square feet and resulting in 25% or more of the site area as impervious surface. The area development and corresponding storage requirements shall be determined on an aggregate basis from the effective date of this ordinance;

Note to add after 203.1.e
*All impervious area shall be included when considering the threshold for requiring stormwater storage regardless of when it was created. No impervious surface is grandfathered with regard to the threshold. However, stormwater storage is only required on development after the effective date of this ordinance. Additionally, it is noted that a gravel surface is considered impervious unless it is designed and constructed to promote infiltration or provide stormwater storage*
IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 21st day of May, 2013.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw
KENDALL COUNTY
STORMWATER PLANNING COMMITTEE

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

April 9, 2013
MEETING MINUTES
(Unofficial until approved)

1. CALL TO ORDER: Chairman Jeff Wehrli called the meeting to order at 3:05 p.m.

2. ROLL CALL: Jeff Wehrli (Chair – District 2), Alt. Alan Holt (Vice Chair - Plano), Dan Koukol (District 2), Judy Gilmour (District 1), John Purcell (District 1), Bob Nordengren (Newark) and Jerry Weaver (Oswego)

Ex Officio members present: None

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

Members absent: John Shaw (District 1), Gary Golinski (Yorkville) and Brian Murphy (Plainfield)

3. APPROVAL OF AGENDA: Dan Koukol made a motion to approve the agenda as written. Alan Holt seconded the motion. All agreed and the motion was approved.

4. APPROVAL OF MINUTES: Bob Nordengren mentioned on page two the first sentence says ‘does me the NFIP requirements.’ That should say meet instead of me. Bob Nordengren made a motion to approve the minutes from the May 9, 2012 meeting as modified. Jerry Weaver seconded the motion. All agreed and the motion was approved.

5. PUBLIC COMMENT: No public at this time

6. REPORTS BY PROFESSIONAL STAFF AND/OR TECHNICAL ADVISORY COMMITTEE-
   a. Stormwater 101- Greg gave a brief presentation on the history of the Countywide Stormwater Management Plan. During the presentation there were some questions asked for clarification. (See powerpoint presentation attached to the minutes)

   b. Clarification on Section 203.1 of the Ordinance-
   Greg Chismark went over the handout and examples of the changes to be made or clarification. The memo corresponds to only new development and impervious surface, not existing surfaces when it comes to requiring the size of the detention.

April 9, 2013 Stormwater Planning Committee Meeting
John Purcell made a motion to approve modifications. Jerry Weaver seconded the motion. All agreed and the modification and clarification was approved. (See memo attached to the minutes)

7. **CERTIFICATION OF COMMUNITIES:**  
   Village of Lisbon  
   Village of Millington  
   Village of Newark  
   Village of Oswego  
   Village of Plano  
   City of Yorkville  
   Dan Koukol made a motion to approve the certification of the above communities. Alan Holt seconded the motion. All agreed and the communities have been certified. Greg Chismark stated we will email something out saying they’re certified and also get a worksheet for the municipalities to track the projects.

8. **ADJOURNMENT:** Bob Nordengren made a motion to adjourn the meeting. Dan Koukol seconded the motion. All were in favor and the meeting was adjourned at 3:47 p.m.

Respectfully Submitted,

Angela L. Zubko  
Senior Planner & Recording Secretary
LAND LEASE

THIS LEASE ("Lease") is made as of this ___ day of __________, 2013 by and between the Central Limestone, Inc. ("Lessor") and the County of Kendall, Illinois, a unit of local government and the Kendall County Sheriff’s Office (collectively "Lessee"). Lessor and Lessee may sometimes be referred to as a "Party" or collectively as the "Parties."

WITNESSETH: That for and in consideration of the rents or other sums of money Lessee agrees to pay to Lessor, and of the covenants and agreements to be kept and performed by Lessee, Lessor hereby demises and leases unto Lessee, solely for the purposes expressed in this Lease, certain vacant and/or unimproved land, owned by Lessor, referred to hereinafter as "the Premises", located at or upon the parcels identified as PIN 08-29-400-002 & PIN 08-28-300-002, County of Kendall, State of Illinois, as shown on image marked Exhibit A, attached to this Lease and made a part of it by this reference, and generally described as follows:

An area containing approximately six (6) acres, more or less, near latitude 41.480129, longitude -88.4439, located on parcel PIN 08-29-400-002 & PIN 08-28-300-002, as more particularly shown on the attached Exhibit A.

1. USE:
   1.1 Lessee shall use and occupy the Premises for the purpose of a fire arms training site for the Kendall County Sheriff’s Office and State, Federal and Municipal law enforcement agencies that are utilizing the Premises with prior approval of the Kendall County Sheriff’s Office.

   1.2 The roadway which the Lessee shall use for the purpose of gaining access to the Premises will be Joliet Road, as seen on Exhibit A and it is mutually agreed that Lessee and Lessee’s invitees shall use this roadway and the driveway leading from it to the Premises "in common with others". Should any easements, whether temporary or permanent, be needed in order to provide access to the Premises, Lessor shall obtain them at no cost to Lessee.

   1.3 Lessor and Lessee understand and agree that a backstop berm of at least 20 feet in height shall be constructed at the shooting range itself and be fashioned out of clean fill. The construction of said berm shall be completed pursuant to a third-party agreement and oversight of the construction shall be borne by Lessee. Said berm, including its height and distance, shall be in compliance with the Law Enforcement Trainings and Standards Board’s recommendations.

   1.4 Lessee shall have the right to place temporary bathroom and storage facilities on site as necessary.

   1.5 Lessee shall have the right to place a security gate, including locks, at the Premises’ entrance from Joliet Road to allow for a secured entry to the shooting range area, and Lessee shall also have the right to construct adequate parking facilities within the leased...
Premises so as to accommodate those using the facilities located therein. Lessor shall not have rights to the keys for any installed locks during the term of the lease.

1.6 Lessor acknowledges and agrees that the shooting range shall be for use only by the Kendall County Sheriff's Office and those other law enforcement agencies that shall attend with prior approval of the Kendall County Sheriff's Office. Under no circumstances shall private individuals, including agents and employees of Lessor, enter or utilize the shooting range without prior written approval of the Kendall County Sheriff's Office.

1.7 The lessor must peaceably hold and enjoy the land surrounding the Premises without hindrance of the lessee's quiet enjoyment of the Premises.

2. RENT:

2.1 Lessee shall pay to Lessor as Rental the sum of One U.S. Dollar ($1.00) per annum, payable in advance on or prior to the effective date of this Lease as set forth in Section 4.1 below (the "Effective Date") and any anniversary of the Effective Date during the term of this Lease.

2.2 Lessor shall give the Lessee notice of no less than six (6) months should Lessor determine that it wishes to increase rent at any amount.

2.3 In the event this Lease is terminated by notice of either Party (other than for breach of this agreement), Lessor shall refund to Lessee the portion of any prepaid base rental paid.

2.4 No security deposit will be required as part of this lease.

3. TAXES ON PREMISES:

3.1 All real property taxes for the Premises shall be the responsibility of the Lessor, to the extent applicable under the laws of the State of Illinois.

4. TERM, DEFAULT AND TERMINATION:

4.1 This Lease shall take effect as of May 1, 2013 and, unless earlier terminated as provided below, shall remain in effect until either Party shall give the other Party not less than sixty (60) days written notice, effective at any time, of an intention to terminate.

4.2 This Agreement shall be in full force and effect for a period of twenty five (25) years from the date of the last signatures below unless it is agreed to terminate this Agreement in writing signed by all parties.

4.3 Either Party may terminate this Lease by giving such notice, without cause and regardless of performance or nonperformance of any covenants or agreements contained in this Lease and regardless of rental having been paid in advance for any period, and without any loss or damage to either Party as a result of such termination or cancellation.

5. APPROVAL OF CONSTRUCTION, MAINTENANCE, REPAIRS:

5.1 Lessee shall not make, or permit to be made, any building, structure, improvements or alterations on or to the Premises, other than those outlined in Section 1, without the prior written
approval and consent of Lessor. Lessor shall timely respond to any requests for approval made by Lessee by providing a response to such request within fourteen (14) days of Lessee’s request.

5.2 Lessee shall not create or permit any nuisance in, on or about the Premises, other than those outlined in Section 1 that may be considered a nuisance. Lessee shall maintain the Premises in a neat and clean condition.

5.3 Notwithstanding anything to the contrary in this Lease, Lessee agrees to provide Lessor or its agent access to the Premises, upon reasonable notice, for the purpose of ensuring that Lessee's use and operation of the Premises complies with the terms and conditions of this Lease.

6. **ORDINANCES, REGULATIONS, ETC.:**

6.1 Lessee shall promptly provide Lessor with a copy of any notice(s) served upon Lessee from any governmental authority claiming violations of any law, ordinance, code or regulation, or requiring or calling attention to the need for any work, construction, alteration or installation on or in connection with the Premises in order to comply with any law, ordinance, code or regulation.

7. **SERVICES, UTILITIES:**

7.1 Lessor will be under no obligation to furnish the Premises with water, gas, sewage, electricity, heat, or other utility services and supplies that may be necessary or desirable in connection with Lessee's use and occupancy of the Premises. Lessee shall contract directly with any utility company for such services and supplies, and Lessee shall pay for them directly. However, Lessor shall provide any assistance necessary to facilitate Lessee obtaining any utility services needed for the Premises, including obtaining any temporary or permanent easements that may become necessary for such services.

8. **ADJACENT AREA USAGE:**

8.1 Lessor may also designate in writing other areas for temporary use by Lessee for access, parking, storage, loading or unloading of materials and supplies.

9. **RISK, LIABILITY, INDEMNITY:**

9.1 Lessor acknowledges that persons and property on or near the Premises are in constant danger of injury, death or destruction, incident to the operation of a firing range; and Lessor agrees to this Lease subject to such dangers.

9.2 Lessor shall be responsible for and shall indemnify, defend and hold harmless Kendall County, the Sheriff of Kendall County, its invitees, and their elected officials, board members, agents, officers and employees from any and all liabilities, claims, demands, or suits brought by any person due to claims arising out of any act or omission of Lessor, or its any agents, employees, or servants thereof or those arising in any manner out of Lessor's performance or alleged failure to perform its obligations pursuant to this Agreement.

10. **INSURANCE:**

10.1 Lessee shall purchase and maintain insurance as specified below covering the
Lease, all the work and services to be performed and all obligations assumed under it, and activities on the shooting range itself, from Effective Date until termination, unless duration is stated to be otherwise:

(a) **Commercial General Liability Insurance** written on an occurrence basis subject to limit of $1,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander injury with an annual aggregate limit of no less than $2,000,000. Policy coverage is to be based on usual Insurance Services Office ("ISO") policy forms to include, but not be limited to: Operations and Premises Liability, Completed Operations and Products Liability, Personal Injury Liability and Contractual Liability insurance.

(b) **Umbrella Liability Insurance** written on an occurrence basis subject to a limit of $4,000,000 each occurrence for bodily injury, property damage, personal injury and libel and/or slander.

10.2 All insurance required of Lessee shall include Lessor as an additional insured.

10.3 All insurance shall provide a minimum of thirty (30) days advance written notice of insurer's intent to cancel or otherwise terminate policy coverage.

11. **SUCCESSORS AND ASSIGNS; LIMITS ON TRANSFER, SUBLEASE OR ASSIGNMENT:**

11.1 Except as otherwise provided below, the terms, covenants and provisions of this Lease shall inure to the benefit of and be binding upon the successors and assigns of Lessor and the successors and assigns of Lessee.

11.2 Notwithstanding the foregoing, Lessee and Lessor shall not transfer, assign, encumber or sublet this Lease or any part of the Premises or any rights and privileges granted in this Lease without the prior written consent of Lessee or Lessor as the case may be, which such party may give at its sole discretion. This covenant shall also apply whether any of the foregoing is made voluntarily by Lessor or Lessee or involuntarily in any proceeding at law or in equity to which Lessee or Lessor may be a party, whereby any of the rights, duties and obligations of Lessee or Lessee may be sold, transferred, conveyed, encumbered, abrogated or in any manner altered without the prior notice to and consent of the other party. Should either party refuse to give its written consent, this agreement shall terminate pursuant to notice as dictated by Section 4.

11.3 Lessor shall not offer or permit any other person, entity or corporation to use any part of the Premises or otherwise allow another to interrupt Lessee's quiet enjoyment of the Premises.

12. **HAZARDOUS COMMODITIES:**

12.1 Pursuant to its use as specified in Section 1, Lessee shall be allowed to permit, keep, use, store and place ammunition on the Premises as are common and usual for use in firearms/police training. Lessor shall not access, move, remove, or cause to be disturbed any such materials from the Premises.
13. **ENVIRONMENTAL:**

13.1 Lessor understands that the subject Premises shall be used as a firing range, which will necessitate environmental reclamation and/or remediation (possibly including, but not limited to, consulting, engineering, clean-up, sifting munitions fragments from the soil, lead recycling, soil sampling, soil disposal, soil treatment, soil washing, stabilization and solidification efforts, etc.) upon the expiration of the lease and Lessor shall be solely responsible for completion of such efforts. If any Government Authority or any third party demands that a cleanup plan be prepared and that a cleanup be undertaken because of any deposit, spill, discharge or other release of hazardous substances, including, but not limited to, flammables, explosives, lead, pollutants, or other contaminants that occur during the term of the lease, or which arises at any time from Lessee's use or occupancy of the leased premises, then Lessor will, at Lessor's sole expense, prepare and submit any and all required plans and all related bonds and other financial assurances necessitated and Lessor shall also be responsible to carry out all work required by such cleanup plans.

13.2 Lessor will indemnify, defend and hold harmless Lessee and its elected officials, County Board members, officers and employees from all fines, suits, procedures, claims, and actions of every kind and all costs, associated with them arising out of or in any way connected with Lessor's failure to provide all information, make all submissions, and take all actions required by all Legal/Governmental Authorities under the Laws and all other environmental laws in regard to the clean-up, reclamation and remediation of the Premises. Lessor's obligations and liabilities under this Section will survive the expiration or termination of this lease.

13.3 Lessee expressly understands and agrees that the provisions of this Section shall remain in full force and effect regardless of whether this Lease is terminated pursuant to any other provision or whether the Premises are vacated by Lessee.

14. **FORCE MAJEURE:**

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

15. **MISCELLANEOUS:**

15.1 This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
15.2 Lessee shall not be prohibited from placing or allowing on the Premises any reasonable signs advertising Lessee's usage of the Premises.

15.3 Notices under this Lease shall be deemed given when deposited in a U.S. mailbox, First-Class Mail, postage prepaid, address as follows:

Lessor: Barry Narvick, President
Central Limestone Company, Inc.
16805 Quarry Road
Morris, Illinois 60450

Lessee: Kendall County Sheriff's Office
1102 Cornell Lane
Yorkville, Illinois 60560
Attn: Richard Randall, Sheriff

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

15.4 In the event the Lessee 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 Lessor. In the event of a default due to non-appropriation of funds, Lessor has the right to terminate the Agreement upon providing thirty (30) days written notice to the Lessee. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

15.5 The term "Lessor" shall include any other company or companies, or person or persons, whose property at the aforesaid location may be leased or operated by Lessor.

15.6 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.

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

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

15.9 All exhibits attached hereto are incorporated as if fully set forth in this Lease.
15.10 The County of Kendall, Kendall County Sheriff’s Office and Central Limestone Company, Inc. 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, intending to be legally bound, have executed this Lease as of the date first herein written:

Lessor: Central Limestone Company, Inc
By: [Signature]
Printed name: Barry Narvick
Title: President

Lessee: Kendall County Sheriff’s Office
By: [Signature]
Printed name: [Name]
Title: [Title]

County of Kendall, a unit of local government within the State of Illinois
By: [Signature]
Printed name: [Name]
Title: Chair, Kendall County Board
Location of leased shooting range ("Premises")

Exhibit A
I. CALL TO ORDER
The meeting was called to order by Vice Chair Dan Koukol, at 4:07 p.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick, Dan Koukol and John Purcell

Committee Members Absent: Elizabeth Flowers, Judy Gilmour

Others present: Stan Laken, Paul LaLonde, Becki Rudolph and Jeff Wilkins

III. PUBLIC COMMENT - None

IV. REPORTS

A. CBIZ – Jim Pajauskas said he joined Leslie Johnson in a few of the union negotiating meetings in the past few weeks to answer questions for different unions.

Mr. Pajauskas said he doesn’t currently have additional information or updates on the new law changes to healthcare insurance that will apply after January 1, 2014, but will keep the committee updated as new information is available.

B. County Administrator

Jeff Wilkins reviewed House Bill 924 (which is a change to the Prevailing Wage Act) with the committee. The item will be on the County Board meeting agenda on May 7, 2013 for discussion and approval of sending a letter from the County Board to State Representatives and Senators asking them to vote no on House Bill 924.

Mr. Wilkins stated that he was asked to invite Wine Sergi and IPMG to attend the next Forest Preserve Finance meeting to discuss Ellis House claims due to the recent flooding, claims loss, and a basic cost proposal for the Forest Preserve if they were on their own policy.

Mr. Wilkins reported that Speer Financial and KMZ will be in attendance at the May 16, 2013 Committee of the Whole meeting to discuss the process for bond bidding.

Mr. Wilkins attended the April 29, 2013 CMAP meeting of the County Board Chairs in Chicago, in which Ann Schneider, Secretary of Transportation shared...
information on a movement for a possible new capital bill and the need for funding in the Chicago area.

Mr. Wilkins, Stan Laken, Andy Nicoletti and other County personnel attended a presentation on software for Animal Control on May 2, 2013.

Mr. Wilkins and John Sterrett attended a mandatory meeting for Section 5311 direct recipients. The primary focus was the review of the Program Compliance Oversight Monitor (PCOM) requirement, effective January 1, 2014 in Springfield on May 1, 2013.

V. OLD BUSINESS

VI. NEW BUSINESS

A. Authorize public hearing on May 7, 2013 for public transportation capital assistance grant under authority of IDOT – Jeff Wilkins explained this action is to replace four K.A.T. vehicles, with approval expected in December 2014 or beyond. By the time of approval, each of the four vehicles is adding approximately 2500-3000 miles per month, which would be 150,000 miles per vehicle, or beyond their life expectancy. They are requesting two light duty - 12 person capacity and two medium – 14 person capacity vehicles.

Wilkins reported KAT averaged at least 150 rides per day system-wide (55 Park-n-Ride, 93 Dial-a-Ride) just in the month of April, 2013.

Dan Koukol made a motion to authorize a public hearing on May 7, 2013 for public transportation capital assistance grant under authority of IDOT, seconded by Lynn Cullick. Motion carried.

B. Resolution authorizing application for a public transportation capital assistance grant under authority of IDOT - John Purcell made a motion to authorize the application for a public transportation capital assistance grant under authority of IDOT, seconded by Dan Koukol. Motion carried.

C. Resolution to Approve Prevailing Wages – Mr. Wilkins said this item is for approval at the June 4, 2013 County Board meeting, and Wilkins briefed the committee on the history and proposed purpose of the resolution. Motion by John Purcell to forward the issue to the County Board for the June 4, 2013 meeting, seconded by Lynn Cullick. Cullick and Koukol voted aye, Purcell voted no. Motion carried.

D. Application Template for Elected Offices – Dan Koukol informed the committee of meetings that he and Judy Gilmour had with Jeff Wilkins and Glen Campos to review and revise the application. The administration application draft was then sent to Leslie Johnson in the State’s Attorney’s Office for review, and was already approved by the Board. Koukol said they also reviewed the application that was being used by Elected Officials offices.
Dan Koukol reviewed the template of an employee application for use by Elected Official offices. Jeff Wilkins stated that Administrative Services will forward this to Elected Officials simply as a suggested guideline. Mr. Wilkins said that Elected Officials are under no obligation to use this or any template provided.

E. Proposed revision to County Website Transparency Policy – Mr. Wilkins reviewed the proposed addition of the County Board Video/Audio Recording Project Scope to the County Website Transparency Policy. Discussion followed on the video recording portion of the policy, the availability of the video recordings to the citizens, guidelines for display on the website, disposal of the recordings when necessary, storage of the recordings, the cost of cameras, compatibility with current recording system, and the possibility of video-streaming. The committee members in attendance agreed to table this item to the June 6, 2013 Admin HR committee meeting.

F. Approve and Determine Date for Annual Employee Picnic – John Purcell made a motion to forward the date of July 19, 2013 as the picnic date to the County Board, seconded by Dan Koukol. The motion carried.

VII. ACTION ITEMS FOR COUNTY BOARD

- Public hearing on May 7, 2013 for public transportation capital assistance grant under authority of IDOT

- Resolution authorizing application for a public transportation capital assistance grant under authority of IDOT

VIII. EXECUTIVE SESSION – None

IX. ADJOURNMENT

John Purcell moved to adjourn the meeting at 5:14 p.m., Dan Koukol seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Recording Secretary
HIGHWAY COMMITTEE MINUTES

DATE: May 14, 2013
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Matt Prochaska & Amy Cesich
STAFF PRESENT: Fran Klaas, Andy Myers, Ginger Gates, John Burscheid & Angela Zubko
ALSO PRESENT: John Shaw, Mike Sullivan, Kelly Farley, Jeff Brown, Jose Martinez, Dave Randolph, Corey Johnson

The committee meeting convened at 4:00 P.M. with roll call of Committee members and introduction of guests.

A bid opening was held on May 6, 2013 for a brush chipper. Vermeer Midwest was the only bidder, and submitted a bid of $39,750 for a 2011 BC1800XL with 250 hours. The bid included a 6 month warranty. Monies for the brush chipper would be taken from the Capital Expenditures line item of the County Highway Fund. A bucket truck is the other item that is proposed for purchase in FY 2013. A new 1800XL is well over $50,000, so the County Engineer believed this was a very good price. Motion Wehrli; second Cesich to recommend approval of the Brush Chipper bid to the County Board. Motion carried unanimously.

Chairman Koukol asked the County Engineer for a summary of the history of the Sherrill Road project. Mr. Klaas described the history of the project, including the projection that there will be additional traffic growth due to the proximity of stone quarries, and because of the recent construction of the Brisbin Road Interchange at I-80. The existing right-of-way is about 60’ and the proposed is 100’. So an approximate 20’ strip of new right-of-way is needed across the frontage of all the property owners. The Engineer was asking the Committee for authority to use eminent domain for the acquisition of 4 parcels. These include 2 parcels in Kendall County and 2 parcels in Grundy County. The owners of these parcels either wouldn’t respond to the County’s request to negotiate or wouldn’t agree to the proposed compensation. Wehrli asked if the project was in the County’s 5-year program. It is currently proposed to be constructed in 2015 or 2016. Motion Prochaska; second Wehrli to recommend a resolution authorizing the use of eminent domain for 4 parcels on Sherrill Road, including Parcel 004 (Juskiewicz), Parcel 034 (Lindemann), Parcel 041 (Larkin) and Parcel 043 (Van Dolson). Motion carried with Gilmour voting no.

Chairman Koukol asked the County Engineer to include the item “Public Comments” on future agendas.

The County Engineer informed the Committee that IDOT had denied the protests from Laborers’ District Council for Steffens 3D Construction, and the County Board could now take action on those 3 township projects. Cesich asked for the bids and bidders on the 3 projects, which Klaas provided. She also asked if apprenticeship and training was built in to the prevailing wages, which Klaas indicated that is not, except for State contracts. Motion Gilmour; second Wehrli to
recommend approval of the 3 township projects for which Steffens 3D construction was the low bidder. Motion carried unanimously.

Chairman Koukol asked if there were any comments from the public. There was no one who would speak. Chairman Koukol asked that it be included in the record that he asked for comments.

Wehrli asked about Wolfs Crossing flood damages. Klaas indicated that the County was not involved because it is a City street. He also informed the Committee that local agencies had met with IEMA and FEMA recently to discuss flood damage estimates. The County evidently has been declared both a State and a Federal disaster area. Wehrli asked if grant money would be available. Klaas indicated there could be some federal money coming, but it would likely take months to get it.

Chairman John Shaw thought it would be a good idea to take a road trip to the Sherrill Road and Brisbin Road area to get a good feeling for what is going on with traffic in the area. The Committee discussed some of the traffic patterns in this area and others. Koukol thought that economic development in the Brisbin Road area will spur much more truck traffic on Sherrill.

Motion Gilmour; second Wehrli to forward the following payroll and bills to the Finance Committee for approval.

- County Highway Fund $45,162.07
- County Bridge Fund $34,558.10
- Transportation Sales Tax Fund $205,001.13
  Total: $284,721.30

Meeting adjourned at approximately 5:32 PM.

Respectfully submitted,

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

**ACTION ITEMS**

1. Bid from Vermeer Midwest for a Brush Chipper in the amount of $39,750
2. Eminent Domain Resolution for parcels on Sherrill Road
3. Resolution awarding the following contracts:
   - Steffens 3D Construction for Big Grove Road District - $130,201.40
   - Steffens 3D Construction for Kendall Road District - $111,253.86
   - Steffens 3D Construction for Lisbon Road District - $65,040.00
KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on April 5, 2013 on the following listed projects:

Sec. 13-01000-00-GM, Big Grove Road District, Seal Coat, approve the low bid of Steffen’s 3-D Construction, Inc. in the amount of $130,201.40.

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

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

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the low bidder as listed above.

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

John Shaw - Kendall County Board Chairman

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

Debbie Gillette - County Clerk

(SEAL)
CALL TO ORDER
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the Historic Courthouse Main Conference Room to order at 3:30 p.m.

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

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

OLD BUSINESS/PROJECTS

1) Trane Contract approval for the COB HVAC & Generator Projects
   - The project will be jointly advertised as a Kendall County/Trane project. Trane will be a single source for the equipment, engineering and miscellaneous items as well as the project manager for the project. All other work will be done by subcontractors.
   - Trane's GMP price is $607,860.00 for the H.V.A.C. and generator installation projects.
   - Jim Smiley is looking for approval to move forward with this project utilizing Trane as the vendor for the H.V.A.C. project.

Report from meeting
Trane representatives answered questions from Member Wehrli about the engineering ability of Trane for the HVAC part of the projects. Trane said they would do initial engineering and have an independent engineer review their design and stamp the drawings. Member Cullick expressed concerns over the direct sourcing of equipment with Trane also. Chairman Koukol and Jim Smiley explained the process that was done by the SAO that ultimately ended up resulting in their approval for the equipment to be directly sourced to Trane. Vice-Chair Gilmour pointed out that due to recent direction from the SAO we could not vote to approve the contract since the dollar amount was not listed on the posting. Members discussed this and it was decided to setup a Special FM meeting fifteen minutes before the COW meeting to have the FM Committee vote on the contract. Chairman Koukol made a motion to forward this item to the special meeting and to the next COW meeting for the entire board to discuss. Member Wehrli 2nd the motion. All members voted aye via a voice vote. Motion approved. Note: Subsequently Leslie said a special meeting was not needed and this could go on the COW agenda without the FM Committee sending it to the COW meeting.

2) Kluber Approval to Develop Specifications to Replace Roof at COB
   - Kluber created a task order for the roof replacement project. The task order is based on the AE Master agreement that was approved by the Kendall County Board earlier this year. The task order shows a projected cost of $138,000.00 plus Kluber’s fee of $12,765.00.
   - So, the combined request for approval for both projects is $758,625.
   - Jim Smiley is recommending to ask for a not exceed approval for all three projects of $800,000.00 and is looking for approval to move forward with this project utilizing Kluber to develop the specifications and bid documents per the task order.

Report from meeting
Jim was directed to setup a meeting between Kendall County, Kluber and Trane to hopefully work out issues between Trane and Kluber so all three projects could be voted on at the same time.

3) Card Access Issues at the Courthouse
   - Problems have persisted to crop up with the system. The latest problem revolved around the main door to Master Control. The door reader stopped working. Jim diagnosed the problem as being the main board being bad. Jim recommended Court Security call in someone that could replace the board. Court Security called in a former employee of the company that installed the system and he verified the card is bad. He has made arrangements for us to ship the card to his former company for a replacement.

4) Flag Pole at the Historic Courthouse
   - Jim received the replacement parts for the flag pole top.
   - Jim has made arrangements with BKFD to install the replacement parts this Wednesday, May 8, 2013.
NEW BUSINESS/PROJECTS

1) Water Issues at Courthouse (CH) and Public Safety Center (PSC)
   • The Courthouse experienced two major water flooding issues in the past month.
   • The first was in the Probation Department.
   • A roof drain internal pipe popped loose from the roof scupper and allowed the roof to drain directly into the department overnight.
   • KCFM relocated Probation reception to the Jury Assembly room for a couple of days until the pipe could be repaired and the area cleaned up.
   • The second was in the main electrical room of the original building.
   • The ground water level came up so quickly that water came back into the room through the inter-campus conduits used for network fiber optic lines.
   • KCFM found these pipes were not sealed in the vault to prevent water from coming back into the facility.
   • Water came into the new KenCom department at the PSC through existing AT&T main feeder pipes and through conduits at the rear of the boiler room.
   • Jim, Dan Koukol and KCFM staff worked to relieve the water from entering KenCom by opening a section of the conduit in the pump room outside of KenCom. This is a temporary at best solution.
   • A temporary funnel system was put in place to allow water in both areas to be caught and routed to drains.

Report from meeting
Chairman Koukol explained that we have been looking at the grounds on both campuses. As part of that review we have identified issues behind the courthouse that need to be addressed with changing the way water is handled between the courthouse rear wall and the sidewalk not far from the wall. Jim also said that we had plugged holes in the inner-campus fiber optic vault behind the courthouse, and that we had temporarily cut an opening into the AT&T conduit feeding the Public Safety Center to divert water from getting into the new KenCom area. Jim went on to explain that it would be a major project to put in an alternate AT&T feed to the PSC. Chairman Koukol also mentioned a letter that Sheriff Randall had written to Chairman Koukol, County Board Chairman Shaw and KCFM Director Smiley explaining the seriousness of these water issues in both facilities.

2) Historic Courthouse (HCH) Cupola LED Lighting
   • Jim purchased a LED equivalent fixture for the East fixture on the cupola. The LED is supposed to be good for 100,000 hours or the equivalent of over twenty two years based on being on for twelve hours per day. The LED fixtures will use about 1/4 of the electricity of the other fixtures. Project complete.

3) PSC Jail LED Lights
   • Jim also purchased bulbs to try in the jail pods where it is difficult to get to the fixtures to replace the existing bulbs and/or ballasts. These bulbs are also rated to last 100,000 hours and will use 1/4 of the electricity. If these work out well in the test jail pod Jim would like to install them in all of the jail pods.

4) PSC Jail Dishwasher Lease Approval
   • The existing dishwasher is as old as the facility and we spend a few thousand dollars per year to keep it operating. So, Jim budgeted to replace the existing Jail dishwasher with a similar updated unit. KCFM staff received bids to replace the dishwasher with a new purchased unit and also received prices to replace the dishwasher with a leased unit. The purchase cost with installation will be over $20,000.00. The lease cost is around $200.00 per month and is a two year lease.
   • Jail cook Treber Thatcher felt the unit would be better than what he currently has and the high hood unit will allow him to stand cooking pans upright.
   • Jim is looking for approval to go forward with the lease option.

Report from meeting
Members thought it made sense to go with a lease versus a purchase. Since the lease includes parts and service it will save money and allow KCFM staff to work on other repairs or projects. Chairman Koukol asked if there was a motion to move forward with allowing Jim to send the lease to the SAO for review and to send it to the Finance Committee for approval to lease versus purchase. Member Wehrli made the motion. Chairman Koukol 2nd the motion. All members voted aye via voice vote. Motion approved.

5) PSC Duct Cleaning Needed
   • The jail population is down so Jail management decided to consolidate the prisoners to be able to perform extensive cleaning and repair work in the West jail pods. D.C. Gillespie asked Jim if he could clean the air ducts servicing these jail cells. Jim said that he had Bruce try to clean them before but due to the small holes in the grill and the way prisoners stuffed paper and toothpaste into the grills we would need to see if a duct cleaning company could clean them.
NEW BUSINESS/PROJECTS CONTINUED

5) PSC Duct Cleaning Needed Continued
   - Jim called Stanley Steemer out to survey the jail cells. Stanley Steemer felt they could clean the ducts but were not sure how much time it would take. So, they provided a quote to do one eight cell pod. Once Stanley Steemer does one pod they will see how they did on the time they estimated and then would provide a quote for the remaining cells. Stanley Steemer’s quote is $1,680.00 to do the eight cells. 7 Pods needs this done.
   - Since this was not budgeted Jim is asking the committee for direction on this project.

Report from meeting
Committee members said it is something that should be done now as the jail population is down and it would be much easier to move prisoners around now. Jim suggested going ahead and cleaning the one POD area so we could determine how long it would take to do the work. KCFM would pay for this initial cleaning. Jim also said that he had placed this on the 5 year Capital plan recently requested by the Finance Committee. Committee members agreed with Jim and consensus was to go ahead and clean the one POD area.

6) Landscaping Repairs Needed – All Facilities
   - Dan Koukol toured the facilities with our grounds vendor (4 Seasons) and Jim Smiley. From the tour of the facilities most curbs were found to be in need of dirt to be added to the backside and seeding to be done. This was from settling over the years and from salting in the winter. We also found some broken curbs and a couple of areas where the sidewalks have settled and were starting to get to the point where trip hazards might occur. The stone pavers around the Historic Courthouse were also found to have substantially settled, especially on the North side of the facility. Jim Smiley also did a subsequent tour of the facilities to double check the areas with 4 Seasons and to also offer options on getting water to run away from the Courthouse foundation where we experienced issues from the heavy rains.
   - Bids were provided to fix all of these issues and are shown on the spreadsheet.

Report from meeting
Chairman Koukol explained that in his opinion these items needed to be done to prevent accidents and to reduce future repairs that would be needed to repair curbs and streets. Jim said that he felt he could reallocate some of the funding from the approved KCFM Capital funds in this year’s budget to pay for these projects without exceeding the approved amount. Chairman Koukol asked if there was a motion. Member Cullick made a motion to have this item move to the Finance Committee for approval to go ahead with these projects and to fund them with KCFM Capital dollars as shown. Vice-Chair Gilmour 2nd the motion. All members voted aye via a voice vote. Motion approved.

7) Health & Human Services (HHS) Card Access and Camera Additions
   - Amaal Tokars had the Sheriff’s office provide a survey of the HHS facility after the suicide happened in the adjacent Courthouse parking lot. Commander Smith recommended glass to be added to the interior counters to give a visible barrier to potential intruders. Commander Smith also recommended additional card readers and cameras to be added to the facility. Amaal is planning to try and add the cameras and card readers during this fiscal year from Health Department budgets.
   - Amaal has asked Jim to add the glass to the KCFM 5 year Capital budget the Finance Committee asked all departments and elected officials to turn in.

Report from meeting
HHS Executive Director Tokars explained the need to make these security improvements at the HHS facility. Amaal also said that she felt these items should be in the KCFM 5 year forecast as Kendall County owns the facility and the Health Department pays an annual fee for the use of the facility. Chairman Koukol asked Dr. Tokars if the committee approved keeping the items in the KCFM forecast, if she would answer questions if asked why the projects were needed. Amaal said she would be happy to do this if requested. Consensus of the committee was to put these requests items on the KCFM 5 year forecast.

8) Parking and Sidewalk Repairs
   - Jim contracted with Winninger Excavating to replace a sidewalk section leading to the work release entrance at the jail and for broken curbs near the area Sheriff’s office command staff parks. Winninger also repaired a storm sewer that had caved in the grass by the Animal Control parking lot.
   - The areas were repaired and the only issue encountered was when the curb was cut out adjacent to the Sheriff’s parking spot. His car was covered in dust and had some rock chips. Winninger is having the car repaired at no cost to Kendall County.
   - Project complete.
NEW BUSINESS/PROJECTS CONTINUED

9) 5 Year Capital Budget
- The attached spreadsheet shows all of the items Jim put in the plan for KCFM and for all of the elected officials that asked for help in getting prices for projects in their departments.
- Project complete.

10) COB South Entrance Handicap Signage
- Jill Ferko brought up issues she has seen with people coming to the South entrance of the County Office Building with walkers and not realizing the handicapped entrance was at the North entrance.
- Jill is suggesting additional signage is installed at the South entrance near the parking areas to direct people with disabilities to the North entrance.
- Jim contacted the sign company he uses and they are making a temporary sign that we can use and move around if needed to determine exactly where we want the permanent sign to be placed.
- Once we determine what we want for a sign and where we want it to be located Jim will get prices to bring back to the FM Committee.

Report from meeting
Jim said that he was getting a temporary sign to install at the South end of the facility to determine where the sign should be located. Once the best location is found, Jim will get a price for a permanent sign.

11) Schindler Elevator Maintenance Contract Approval
- Jim is looking for approval for the Preventative Maintenance contract for the newer elevators at the Courthouse that are no longer under warranty.

Report from meeting
Jim explained the new Courthouse elevators are out of warranty now. Jim received prices from Schindler and our current service provider for the elevators in the other facilities. Schindler’s pricing was better, plus they have the software needed to service these elevators and are the factory authorized service provider. Since this item had a dollar amount to it the committee thought this should also go to the special FM Committee meeting that was planned to be before the next COW meeting. Jim was directed to find out how it should be worded from the SAO. Note: subsequently Leslie said a special meeting was not needed and this could go on the COW agenda without the FM Committee sending it to the COW meeting.

EXECUTIVE SESSION
Not Needed.

ADJOURNMENT
Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 5:55 p.m. Member Wehrli 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 5:55p.m.

Submitted by,
Jim Smiley
Facilities Management Director
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, May 16, 2013 at 2:30 p.m.

Call to Order
The Budget and Finance Committee met and was called to order at 2:30 p.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick, Judy Gilmour, John Purcell

Committee members absent: Elizabeth Flowers

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Janet Kaiser, Scott Koster, Stan Laken, Andy Nicoletti, Jason Pettit, Jim Smiley, Tom Thomas, Jeff Wilkins, Angela Zubko

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Amy Cesich, second to the motion by Lynn Cullick to forward the claims in the amount of $1,544,256.78. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – None

Debbie Gillette, County Clerk/Recorder – Ms. Gillette toured the Hart House with Jim Smiley, and asked which committee she needs to approach for permission to use to store documents there as a solution to her need for additional storage. Mr. Smiley said there would be some cost for heating and air conditioning to maintain the proper condition of the records. Ms. Gillette felt like existing shelving would work to begin, but that she would eventually like the house opened up for more space and utilization. Ms. Gillette said this plan would be included as part of her five-year plan.

Stan Laken, Technology – Mr. Laken updated the committee on the Sheriff's Office KRONOS system upgrade completion. Mr. Laken said they did come in under budget because some things were installed by County staff instead of the vendor. Cost estimate was originally $16,500, but actual cost was $7,500, for a savings of approximately $9000.

Andy Nicoletti, Assessment Office – None

Chief Deputy Scott Koster, Sheriff's Office – None
Jim Smiley, Facilities Management – None

Tom Thomas, Department of Health and Human Services – None

Items from Other Committees

Facilities Management:
A) Authorize allocations for curb, street drains and landscaping improvements in FY 2013 line item 0102-100-9101 - Facilities Management Capital Expenditures – Mr. Smiley reviewed the projects and the proposed funding needed to complete them. He asked the committee for approval to reallocate funds to proceed with these projects, and to lease a new dishwasher for the Public Safety Center at a cost of $200 per month from EcoLab, which would include maintenance and repair by EcoLab, instead of purchasing a new dishwasher for $20,000. Judy Gilmour made a motion to forward the reallocation of funds for curb, street drains, landscaping improvements and the lease of a dishwasher for the Public Safety Center to the Board for approval, second by Lynn Cullick. With a voice vote of aye, the motion carried.

Public Safety:
A) Expansion of Sheriff’s Records Section into vacated KenCom space – Chief Deputy Scott Koster reviewed the proposed plan to utilize space on the second floor of the Public Safety Center recently vacated by KenCom for high-density records storage and staff offices.

Amy Cesich made a motion to forward the Expansion of the Sheriff’s Records Section into the vacated KenCom space for approval by the Board, second by Lynn Cullick. With all in agreement, the motion carried.

B) 1 full time kitchen staff position, annual salary not to exceed $26,000.00 – Chief Deputy Koster reported that there is immediate need for this position because of the increased number of inmates, and the extra work necessary to decrease food costs. This request is to move the current part-time kitchen employee to a full-time position. Koster said they would also hire for the part-time position already budgeted, and would reduce those hours. Lynn Cullick made a motion to forward this item to the Board for approval of one additional full-time kitchen position immediately, second by Judy Gilmour. With all in agreement, the motion carried.

Old Business – None
**Action Items for County Board**

- Recommend approval of claims in the amount of $1,544,256.78
- Authorize allocations for curb, street drains and landscaping improvements in FY 2013 line item 0102-100-9101 - Facilities Management Capital Expenditures
- Authorize dishwasher lease in FY 2013 line item 0102-100-9101 – Facilities Management Capital Expenditures
- Approval of one additional full-time kitchen position for the Public Safety Center with salary not to exceed $26,000

**Executive Session** – None Needed

**Public Comment** – None

**Adjournment** – Lynn Cullick made a motion to adjourn, second by Judy Gilmour. With all members voting aye, the meeting adjourned at 3:40 p.m.

The next Finance Committee meeting will be held at 9:30 a.m. on Thursday, May 30, 2013.

Respectfully submitted,

Valarie A. McClain
Recording Secretary
Please list items in order of priority

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount $</th>
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<tbody>
<tr>
<td>PSC Dishwasher - FM Committee approved recommendation for lease agreement to reviewed by the SAO at the 5/6/2013 meeting. Will need up to $1,537.00 for machine hookup costs.</td>
<td>$1,537.00</td>
</tr>
<tr>
<td>Roof Preventative Maintenance - Plan to spend only $10,000 of the $25,000.00 budgeted in 2013 budget. <strong>Original Budget $25,000.00.</strong></td>
<td>$10,000.00</td>
</tr>
<tr>
<td>Parking Lot Preventative Maintenance. Known repairs needed in 2013 $25,000.00 estimated. <strong>Original Budget $30,000.00.</strong></td>
<td>$25,000.00</td>
</tr>
<tr>
<td>Redo floors in Indoor Recreation at the Jail - <strong>Unknown cost at this time.</strong></td>
<td>$25,000.00</td>
</tr>
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Changes Requested to Add

<table>
<thead>
<tr>
<th>Item</th>
<th>Amount $</th>
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</thead>
<tbody>
<tr>
<td>COB Yews and Stone North Entrance</td>
<td>$1,365.00</td>
</tr>
<tr>
<td>Hart Home Garage - East Lot</td>
<td>$4,350.00</td>
</tr>
<tr>
<td>HCH Pavers</td>
<td>$7,560.00</td>
</tr>
<tr>
<td>PSC - Concrete/Debris Removal</td>
<td>$525.00</td>
</tr>
<tr>
<td>CH - Rear Wall - Flood Issue</td>
<td>$9,775.00</td>
</tr>
<tr>
<td>Dirt - All Cubs HCH &amp; Rt. 34 Campus</td>
<td>$14,888.00</td>
</tr>
</tbody>
</table>

Original 2013 Capital Request Approved Fall 2012 - **$100,000.00**

| New 2013                                  | $100,000.00 |
| Total                                     | $100,000.00 |


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

Roll Call
Members Present: Amy Cesich, Lynn Cullick, Judy Gilmour, Dan Koukol, Matt Prochaska, John Purcell (4:07 p.m.), John Shaw and Jeff Wehrli

Absent: Elizabeth Flowers, Scott Gryder

Others Present: David Berault, Jason Pettit, Sheriff Richard Randall, Jim Smiley, Dr. Amaal Tokars, Jeff Wilkins, Angela Zubko

Presentation Regarding Bond Finance – Jeff Wilkins introduced Kevin McCanna from Speer Financial who reviewed the bond and bid process, and gave an overview of the County’s current rating, offering document and bond issues.

Lew Greenbaum from Katten Muchin Rosenman LLP gave an overview of three areas: compliance, making a securities offering about Kendall County, and whether securities offerings comply with regulations. Mr. Greenbaum provided a brief history of Bond Finance, current changes and future trends.

Insurance Program Review – Jeff Wilkins and Todd Grier, from IPMG provided an overview of the County’s Property and Liability Limits, Retentions and Deductions for Fiscal Year 2013.

Items of Business

Planning, Building and Zoning:
- Resolution to approve Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and Yorkville, Illinois – Jeff Wilkins reviewed the agreement with the committee, and said once the City of Yorkville has approved the agreement; it will be submitted to the Board for approval on Tuesday, May 21, 2013.

Facilities Management:
- Approve Courthouse Elevator Maintenance Agreement with Schindler Elevator – Mr. Smiley said that all County elevators are inspected annually for stress test and that Facilities staff conduct monthly maintenance on all elevators throughout the County. The agreement with Schindler Elevator would be for the newer elevators that have been installed in the Courthouse. Mr. Smiley said that he chose this company because they have better
service, labor agreements and are more cost effective than the previous company used. Mr. Smiley reported the fee of $500 per month includes five elevators. Mr. Smiley said the agreement was reviewed by the State’s Attorney’s office.

Public Safety:
- Twenty-five year land lease agreement between Central Limestone Inc. and the County of Kendall/Kendall County Sheriff in the amount of $1.00 annually for 25 years – Sheriff Randall stated that his staff worked diligently to find a place to relocate the range. Sheriff Randall said the State’s Attorney’s office developed the lease agreement.

Old Business – None

New Business - None

Public Comment - None

Review Board Items from COW - None

Executive Session – None Needed

Adjournment
Jeff Wehrli moved to adjourn the Committee of the Whole meeting; the motion was seconded by Dan Koukol. There being no objection, the Committee of the Whole, at 5:04 p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Recording Secretary