1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
   A. Proclamation of November 2015 as Epilepsy & SUDEP Awareness Month in the County of Kendall, Illinois
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
    A. Approval of Resolution authorizing execution of a Revised Settlement Agreement for Alex P. Dyche and Olsson Roofing Company, Inc vs. County of Kendall, Kendall County Circuit Court Case Number 11 L 22, which was settled on October 20, 2015 for the amount of $15,000
11. New Business
12. Elected Officials Report and Other Department Reports
    A. Sheriff
    B. County Clerk
    C. Treasurer
    D. Clerk of the Court
    E. State’s Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
13. Standing Committee Reports
    A. Planning, Building & Zoning
       1. Approval of an Amendment to the Kendall County Historic Preservation Ordinance to reduce the minimum required number of commissioners from nine to seven
       2. Approval of S&K Excavating & Trucking, Inc. for expenditure in the amount of $19,200.00 from the Tanglewood Escrow Account for dirt and vegetation clearing
    B. Public Safety
       1. Approval of Advanced Correctional HealthCare for Inmate Medical Services
    C. Administration/HR
       1. Authorize Fiscal Year 2016 Renewal with IL Counties Risk Management Trust for Property, Liability and Worker’s Compensation coverage with self insurance retention of $250,000 for worker’s compensation
       2. Approval of Employee Evaluation Form
    D. Highway
       1. Approve low bid from Elburn Co-op to supply 16,000 gallons of 87-octane gas at $1.91271 per gallon and 25,000 gallons of diesel fuel at $2.0279 per gallon
       2. Approve the use of eminent domain to acquire approximately 0.06 of road right-of-way in the northwest corner of the intersection of Caton Farm Road and Ridge Road
       3. Approve the Kendall County Long Range Transportation Plan
    E. Facilities
       1. Approve purchase of Kubota Tractor, brush, cab & heater from DEKANE Equipment Corp. in the amount of $19,700.00 from Facilities Management Capital Fund
       2. Approve 1 year maintenance agreement for leased copiers with Konica Minolta for $1,943.00 monthly
       3. Approve hiring one (1) temporary full time Facilities Management Technician Level 1 position at $18.00 per hour, not to exceed 4 months of employment
    F. Finance
       1. Approve Claims in an amount not to exceed $ 2,102,184.67 and Grand Juror claims in an amount not to exceed $ 750.00
       2. Approve authorization of engagement letters for audit of financial statements of County, Circuit Clerk and Downstate Operating Assistance Program
       3. Authorize budget transfer of $13,921.74 from General fund contingency line item 0102 037 6999 to General Fund Admin Services line item 0102 030 6572 for Baxa vs. Kendall County Settlement
       4. Authorize Resolution Establishing a Fixed Asset Capitalization Policy
G. Standing Committee Minutes Approval

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

15. Other Business

16. Chairman’s Report

   Appointments
   Announcements

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, October 20, 2015 at 9:25 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, and John Purcell.

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

THE MINUTES

Member Davidson moved to approve the submitted minutes from the Adjourned County Board Meetings of 9/15/15. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

SPECIAL RECOGNITION

The Sheriff’s Office was presented a certificate from Senator Sue Rezin for receiving the ComEd Safety Grant.

CITIZENS TO BE HEARD

Amaal Tokars from the Kendall County Health Department read a statement regarding her concerns of policy actions of some county board members. The activities include accusing health department workers of speaking against the Governor while the department was planning a press conference. Board members complaining that the health department is using health department organizational reserves for organizational and surface sustainability. Threatening the health department for not making financial contribution to the county board and threatening to force the health department to pay for employee benefits or face reduction of levy funds. Ms. Tokars stated that if she has misunderstood or is mistaken in any of the actions; she would be happy to be corrected.

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity and litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Flowers did not return to the meeting.

OLD BUSINESS

Thorne Electric Contract

Member Gilmour made a motion to approve the Thorne Electric contract proposal for expenditure in the amount of $2,644.00 from the Tanglewood Escrow account for electrical fixtures. Member Gryder seconded the motion.

Chairman Shaw explained that the county had received money from the homeowner’s association of Tanglewood. There were two bids; this one for $2,644 and one that was $12,500.

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

Settlement Alex P. Dyche and Olsson Roofing Company Inc

Member Gilmour made a motion to approve the resolution authorizing settlement of Alex P. Dyche and Olsson Roofing Company, Inc vs. County of Kendall, Kendall County circuit Court Case Number 11 L 22, for the amount of $15,000. Member Cullick seconded the motion.

State’s Attorney Eric Weis explained that this is the case for the accident on Orchard Rd and Lewis St. The amount will be paid out of insurance.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cullick, Gilmour, Koukol and Shaw. Members voting nay include Davidson, Gryder and Prochaska. Motion carried 4-3.

A complete copy of Resolution 15-41 is available in the Office of the County Clerk.

River Valley Workforce Investment Board

No one was available to present.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Chief Jeff Burgner from the Oswego Police Department offered the county approximately $3,200 to go into the Court Security Fund through the forfeitures to help pay for a new van or equipment for the van used in transportation of mass arrests.

County Clerk

<table>
<thead>
<tr>
<th>Revenue Report</th>
<th>9/1/15-9/30/15</th>
<th>9/1/14-9/30/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>Line Item</td>
<td>Fund</td>
<td>Revenue</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$ 789.00</td>
<td>$ 705.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,890.00</td>
<td>$ 1,950.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ -</td>
<td>$ -</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 1,715.10</td>
<td>$ 2,197.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 26,711.00</td>
<td>$ 25,893.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$ 31,105.10</td>
<td>$ 30,746.00</td>
</tr>
<tr>
<td>County Revenue</td>
<td>$ 33,170.50</td>
<td>$ 24,549.00</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$ 16,243.00</td>
<td>$ 15,385.50</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$ 27,407.00</td>
<td>$ 25,985.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$ 3,423.00</td>
<td>$ 3,243.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$ 28.47</td>
<td>$ 22.23</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$ 4,264.25</td>
<td>$ 3,852.00</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$ 14,202.00</td>
<td>$ 12,699.00</td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$ 129,843.32</td>
<td>$ 116,481.73</td>
</tr>
</tbody>
</table>

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 TEN MONTHS ENDED 09/30/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$345,605</td>
<td>93.41%</td>
<td>$325,199</td>
<td>89.10%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$2,484,908</td>
<td>103.97%</td>
<td>$2,128,374</td>
<td>88.31%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$405,525</td>
<td>90.12%</td>
<td>$380,428</td>
<td>96.31%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$563,645</td>
<td>68.32%</td>
<td>$657,663</td>
<td>73.07%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$302,349</td>
<td>84.46%</td>
<td>$265,286</td>
<td>58.69%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$779,290</td>
<td>82.03%</td>
<td>$788,117</td>
<td>71.65%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$396,485</td>
<td>79.30%</td>
<td>$372,915</td>
<td>71.71%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$63,386</td>
<td>115.25%</td>
<td>$64,011</td>
<td>160.03%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$13,795</td>
<td>45.98%</td>
<td>$14,354</td>
<td>41.01%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$918,839</td>
<td>82.46%</td>
<td>$967,710</td>
<td>87.02%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$2,290,777</td>
<td>88.96%</td>
<td>$2,146,772</td>
<td>87.27%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$308,227</td>
<td>123.29%</td>
<td>$254,635</td>
<td>77.16%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$679,163</td>
<td>75.46%</td>
<td>$783,200</td>
<td>92.14%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$269,619</td>
<td>46.89%</td>
<td>$383,060</td>
<td>58.93%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$9,821,614</strong></td>
<td><strong>86.59%</strong></td>
<td><strong>$9,531,724</strong></td>
<td><strong>82.04%</strong></td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 10 months the revenue and expense should at 83.30%.

County Treasurer, Jill Ferko stated that revenues are coming in steadily but not from the State. Delinquent notices have gone out and the tax sale will be on November 4th.

**Clerk of the Court**

Circuit Clerk Robyn Ingemunson did not have a report.
State’s Attorney

Video Recording Equipment at Child Advocacy Center

Member Gryder moved to approve the resolution approving the Kendall County State’s Attorney’s Office agreement with Nelson Systems, Inc to install video recording equipment at the Kendall County Child Advocacy Center. Member Cullick seconded the motion.

State’s Attorney Eric Weis stated that they are purchasing the equipment for the Child Advocacy Center; they are updating the equipment from VHS equipment.

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

A complete copy of Resolution 15-42 is available in the Office of the County Clerk.

Lease Agreement – Mutual Ground

Member Cullick moved to approve the lease agreement between the County of Kendall and Mutual Ground for room #CH01 at the Kendall County Courthouse from November 1, 2015 to October 31, 2016 with two, one year options at an amount of $400.00 per month. Member Koukol seconded the motion.

State’s Attorney Weis stated that Mutual Ground will have an office at the Courthouse to provide victim advocate services as well as assistance in orders of protections. There will not be any revenue coming into the county as the memorandum of understanding will make a donation back to Mutual Ground.

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

A complete copy of IGAM 15-35 is available in the Office of the County Clerk.

Memorandum of Understanding – Mutual Ground

Member Davidson moved to approve a Memorandum of Understanding between the County of Kendall and Mutual ground regarding rent payments and monthly donation. 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 15-36 is available in the Office of the County Clerk.

Coroner

**Statistics:**

<table>
<thead>
<tr>
<th>2015 Statistics</th>
<th>Stats for Same Period in 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths…..</td>
<td>228</td>
<td>229</td>
</tr>
<tr>
<td>Autopsies to Date…………….</td>
<td>16</td>
<td>19</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>24</td>
<td>23</td>
</tr>
<tr>
<td>Cremation Permits….</td>
<td>132</td>
<td>126</td>
</tr>
</tbody>
</table>

**Health Department**

No report.

**STANDING COMMITTEE REPORTS**

Planning, Building & Zoning

Intergovernmental Agreement with Village of Millbrook

Member Prochaska made a motion to approve the Intergovernmental Agreement between the Village of Millbrook and County of Kendall to administer the County’s Ordinances for zoning, building code, subdivision control, comprehensive plan and stormwater management within the jurisdiction of the Village of Millbrook. Member Gilmour seconded the motion.

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

A complete copy of IGAM 15-37 is available in the Office of the County Clerk.
Amendment to Land Resource Management Plan

Member Gryder made a motion to approve the resolution adopting an amendment to the Kendall County Land Resource Management Plan to update the future land use plan of Little Rock Township and the multi-use trail plan. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson who voted nay. Motion carried 7-1.

A complete copy of Resolution 15-43 is available in the Office of the County Clerk.

Public Safety

Member Prochaska stated that they did not have a meeting in October the reports are in the packet.

Highway

Intergovernmental Agreement with LaSalle County

Member Koukol stated that they did not meet.

Facilities

Maintenance Agreement with Konica Minolta

Member Davidson made a motion to approve the 1 year maintenance agreement for leased copiers with Konica Minolta for $1,943.00 monthly. Member Gryder seconded the motion.

Facilities Manager Jim Smiley informed the board that they are still working out some terms with the State’s Attorney’s Office.

Member Davidson withdrew his motion. Member Gryder withdrew his second.

Owner’s Representatives on Task Orders

Member Davidson said that the committee is recommending himself and Member Prochaska to be owner’s representatives on task orders for the Public Safety Center & Courthouse Security Systems projects.

Facilities Director Jim Smiley explained that every contract that is done they always want an authorized representative for any direction given for change orders or anything like that. It has typically been a board member.

Members discussed the committees that the items go through. Since there are not contracts or bids members feel that this is premature.

Item fails due to no motion.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $956,086.68 and Grand Juror claims in an amount not to exceed $ 600.00. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT $37,440.36, B&Z $5,156.66, CO CLK & RCDR $757.19, ELECTIONS $2,039.75, ED SRV REG $5,826.42, SHRFF $22,994.74, CRRCRTNS $10,024.80, MERIT $250.00, EMA $1,194.88, CRCT CT CLRK $76.60, CRCT CT JDG $6,764.64, CRNR $1,331.06, CMB CRT SRV $6,384.92, PUB DFNDR $1,357.10, ST ATTY $4,094.32, SPRV OF ASSMT $42,983.20, CRTR CT CLRK $7,949.28, CO BGD $207.77, TECH SRV $2,127.38, CO HWY $51,616.00, CO BRDG $30,632.68, TRNSRPT SALES TX $631,544.22, HLTH & HMN SRV $18,728.65, FRST PRSRV INVOICE TO Planet Depos in the amount of $1,643.33 from line item 01-02-030-6230 to 01-02-030-6230. Member Cullick
seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Correction of Line Item for Budget Transfer

Member Purcell made a motion to approve the correction of the line item number for the budget transfer of $1,643.33 from General Fund line item 01-02-030-6320 to 01-02-030-6230. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Postage Meter Lease

Member Purcell made a motion to approve the County Office Building Postage Meter Lease at $1,107.00 per quarter for the remainder of the twenty-one quarters. Member Gilmour seconded the motion.

Member Purcell stated that the recommendation from the State’s Attorney’s Office is that the lease should be 2 years and approved by the board.

Member Davidson made an amendment to the motion to approve the County Office Building Postage Meter Lease for 2 years with a 2 year extension. Member Prochaska seconded the motion.

Member Davidson made a motion to table the motion. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Purcell stated that the goal of the budget is to keep the county in a 6-7 month fund balance range per the policy that the board passed.

Labor & Grievance

No report.

Committee of the Whole

Chairman Shaw reviewed the minutes are in the packet from the October 15, 2015 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

No report.

VAC

No report.

Historic Preservation

No report.

Board of Health

No report.

Juvenile Justice Council

Member Gilmour reported that they will meet on November 6th. The fundraising committee has been meeting in preparation of the next SKY run.

Regional Office of Education

Report is in the packet.
CHAIRMAN’S REPORT

No report.

CITIZENS TO BE HEARD

Todd Milliron encouraged the board members to attend the Finance committee to understand the budget numbers. Mr. Milliron stated that in Kansas some of the municipalities do not have Police Departments.

ADJOURNMENT

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

Approved and submitted this 12th day of November, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
Kendall County RESOLUTION No. ___

Proclamation of November 2015 as
Epilepsy & SUDEP Awareness Month in the County of Kendall, Illinois

WHEREAS, epilepsy is a neurological condition that causes seizures affecting approximately 3,000,000 people in America and is the 4th most common neurological disorder in the U.S., and more prevalent than cerebral palsy, multiple sclerosis, Parkinson’s disease and autism—combined.

WHEREAS, a seizure is a disturbance in the electrical activity of the brain within a broad range of intensity, and one in every ten Americans will suffer at least one seizure;

WHEREAS, 200,000 new cases of seizures and epilepsy are diagnosed each year, 3% of Americans will develop epilepsy by the time they are 75, and 41% of people who currently have epilepsy experience persistent seizures;

WHEREAS, many people are unaware that epilepsy can at times, be fatal, and that even people with infrequent seizures are at increased risk to succumb to SUDEP [Sudden Unexpected Death in Epilepsy];

WHEREAS, a death is considered as SUDEP when a seemingly healthy person with epilepsy dies unexpectedly and no clear reason can be determined;

WHEREAS, a survey conducted by the Centers for Disease Control and Prevention demonstrated that the hardships imposed by epilepsy are comparable to those imposed by cancer, diabetes, and arthritis;

WHEREAS, epilepsy in children and adults remains a formidable barrier to leading a normal life, affecting education, socialization, daily life activities and personal fulfillment;

WHEREAS, the social stigma surrounding epilepsy continues to fuel discrimination, and isolates people who suffer from seizure disorders from mainstream life;

WHEREAS, in spite of these formidable obstacles, people with epilepsy can live healthy and productive lives and make significant contributions to society;

WHEREAS, the designation of November as “Epilepsy & SUDEP Awareness Month” would help to focus attention on, and increase understanding of, epilepsy and those people who suffer from it, and

Promote SUDEP [Sudden Unexpected Death In Epilepsy] Awareness to aid in providing patients and families with the necessary tools and information to make informed decisions, as well as to encourage the development of preventative treatments and measures

**THEREFORE BE IT RESOLVED** by the County Board of Kendall County this 17th day of November, 2015:

1. November 2015 is hereby declared Epilepsy & SUDEP Awareness Month;
2. Citizens of the County are urged to observe Epilepsy & SUDEP Awareness Month with appropriate programs and activities.

________________________
County Chairman

Attest: ______________________
County Clerk
KENDALL COUNTY BOARD RESOLUTION

Resolution No. __________________

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

WHEREAS, on October 20, 2015, the Kendall County Board passed Resolution 15-41, in which it resolved to settle the lawsuit entitled ALEX P. DYCHE and OLSSON ROOFING COMPANY, INC., vs. THE COUNTY OF KENDALL, docketed in the Circuit Court of Kendall County as Case No. 2011 L 022 (“Subject Litigation”) and thereafter executed a Settlement Agreement regarding the same;

WHEREAS, after the subject Settlement Agreement was executed by Kendall County, Alex P. Dyche and Olsson Roofing Company, Inc. applied alterations to the Settlement Agreement, which they hand wrote in at the time of their execution of the Settlement Agreement;

WHEREAS, the newly revised Settlement Agreement comes before the Kendall County Board again, so that it may vote to approve the alterations and execute said Agreement in accordance with their prior vote to settle the Subject Litigation for the sum of fifteen thousand dollars ($15,000.00);

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

IT IS HEREBY RESOLVED that the Kendall County Board Chairman is hereby authorized to execute the revised Settlement Agreement in the above-referenced matter on behalf of the County of Kendall, Illinois, which is attached hereto as Exhibit A.

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

Ayes ______

Nays ______

________________________________________
John Shaw, Kendall County
Board Chairman

AT’TEST: _________________________________
Debbie Gillette, County Clerk
RELEASE AND SETTLEMENT AGREEMENT

WHEREAS, PLAINTIFFS, ALEX P. DYCHE and OLSSON ROOFING COMPANY, INC., an Illinois Corporation, have filed a Complaint for Contribution against THE COUNTY OF KENDALL, an Illinois Municipal Corporation, Defendant, in the Circuit Court of Kendall County, Illinois, in Case Number 2011-L-022, wherein they seek Contribution from this Defendant for a Claim being made by THOMAS PENDEREGAST, as Executor of the Estate of LISA RICHTER, deceased, against them for allegedly causing the Wrongful Death of LISA RICHTER, and other damages, as the result of a traffic accident at the intersection of Orchard Road and Lewis Street in the City of Oswego, Kendall County, Illinois on April 6, 2009. That claim by the Estate of LISA RICHTER is presently pending in the Circuit Court of Cook County, Illinois as Case Number 2010-L-4072.

WHEREAS, upon the terms and conditions set forth below the DEFENDANT and PLAINTIFFS wish to fully resolve and settle all of the claims and disputes between them as set forth in the Action presently pending in the Circuit Court of Kendall County as Case Number 2011-L-022.

NOW THEREFORE, in consideration of the foregoing recitals, the mutual covenants and promises, and other good and valuable consideration, hereafter set forth in the following Agreement, hereby made and confirmed among and between the parties:

FOR THE SOLE CONSIDERATION of Fifteen thousand dollars ($15,000) paid by the COUNTY OF KENDALL, ILLINOIS, defendant to ALEX P. DYCHE and OLSSON ROOFING COMPANY, INC. an Illinois Corporation, plaintiffs, ALEX P. DYCHE and OLSSON ROOFING COMPANY, INC. do hereby RELEASE, ACQUIT
AND FOREVER DISCHARGE the COUNTY OF KENDALL, ILLINOIS, including but not limited its officers and employees whether appointed or elected, their predecessors, successors, heirs, executors, assigns, agents, directors, officers, employees, former employees, representatives, attorneys, insurers and any wholesaler, distributor, or such other entity or persons involved in the Incident, from any and all claims, actions, causes of action, demands, losses, liens, damages, special damages, costs, loss of services, expenses and controversies of every kind and description, whether known or unknown, and whether in law or equity, whether in tort contract, subrogation, indemnity, or contribution, which they have, had or which the PLAINTIFFS herein, or their successors and assigns hereafter can, shall or may have, arising out of the Incident and specifically related to any and all Claims of the ESTATE OF RICHTER, deceased as set forth in the actions pending in both Cook County, IL and Kendall County, IL enumerated herein and arising out of the traffic accident described herein.

It is expressly understood and agreed that the acceptance of fifteen thousand dollars ($15,000.00) is in full and final accord and satisfaction of a disputed claim, and the payment of this sum is not an admission of liability. DEFENDANT expressly denies any liability to PLAINTIFFS and neither this document nor any consideration given hereunder is to be construed as an admission of liability, express or implied, on the part of this DEFENDANT.

PLAINTIFFS and DEFENDANT agree that this is a good faith settlement made for the convenience of all parties in settling this matter on terms deemed equitable to BOTH PARTIES. The Agreement contains the entire accord between the parties hereto and is executed freely without reliance upon any representations by any of the PARTIES and/or any of their agents,
representatives, employees and/or attorneys. This Agreement merges and
supersedes all prior discussions, agreements, understandings, representations,
conditions, warranties and covenants between PLAINTIFFS and DEFENDANT
relating to the subject matter hereof. The recitals above are hereby incorporated
into this Agreement. The terms of this Agreement are contractual and not mere
recitals.

PLAINTIFFS expressly acknowledge and warrant that each has carefully read this
Agreement, has been advised of its meaning and consequences by its attorneys is not under
duress of any kind or nature and voluntarily signs this Agreement of his own free will and
judgment for the purpose of making a full final and complete settlement, adjustment and
compromise of any and all claims arising out the Incident and specifically set
forth in the two Actions enumerated herein. In executing the Agreement, the
PLAINTIFFS hereby state that they have not relied upon any statement or
representation pertaining to this matter made by the persons, parties, firms,
organizations, corporations, municipality or entities hereby released or by any
other person or persons representing them. Moreover in making this settlement
the PLAINTIFFS have had the benefit of the advice of attorneys of their own
choosing.

The PLAINTIFFS represent and warrant that no other person or entity
has, had or will have any interest in the claims, demands, obligations or causes
of action referred to in this Agreement, and that they have the right and
authority to execute this Agreement and receive the sums specified in
it, and that they have not sold, assigned, transferred, conveyed or otherwise
disposed of any of the claims, demands, obligations, or causes of action referred
to in this Agreement.

It is agreed that if, after the date hereof, any provision of this Agreement is held to be illegal, invalid or unenforceable, such provision shall be fully severable. In lieu thereof there shall be substituted a provision as similar to such illegal, invalid or unenforceable provision as may be possible and be legal, valid and enforceable.

IN WITNESS WHEREOF, intending to be legally bound hereby, the undersigned has executed this Agreement this 30th day of October, 2015.

ALEX P. DYCBE, Plaintiff

Subscribed and Sworn to before me this 2 day of November, 2015

Pamela K. Daly
Notary Public

OLSSON ROOFING COMPANY, INC. an Illinois Corporation

Subscribed and Sworn to before me this 2 day of November, 2015

Pamela K. Daly
Notary Public

COUNTY OF KENDALL

Subscribed and Sworn to before me this ___ day of _______

Notary Public
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>12/1/15-12/31/15</th>
<th>12/1/14-12/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 798.00</td>
<td>$ 682.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,110.00</td>
<td>$ 990.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ -</td>
<td>$ 30.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 2,504.00</td>
<td>$ 1,534.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 27,252.00</td>
<td>$ 23,235.00</td>
<td></td>
</tr>
<tr>
<td>01010061205 Total County Clerk Fees</td>
<td>$ 31,664.00</td>
<td>$ 26,471.50</td>
<td></td>
</tr>
<tr>
<td>01010001185 County Revenue</td>
<td>$ 60,487.50</td>
<td>$ 20,427.75</td>
<td></td>
</tr>
<tr>
<td>38010001320 Doc Storage</td>
<td>$ 16,397.00</td>
<td>$ 14,161.50</td>
<td></td>
</tr>
<tr>
<td>51010001320 GIS Mapping</td>
<td>$ 27,659.00</td>
<td>$ 23,886.00</td>
<td></td>
</tr>
<tr>
<td>37010001320 GIS Recording</td>
<td>$ 3,455.00</td>
<td>$ 2,982.00</td>
<td></td>
</tr>
<tr>
<td>01010001135 Interest</td>
<td>$ 34.37</td>
<td>$ 39.10</td>
<td></td>
</tr>
<tr>
<td>01010061210 Recorder's Misc</td>
<td>$ 4,062.25</td>
<td>$ 6,174.75</td>
<td></td>
</tr>
<tr>
<td>81010001320 RHSP/Housing Surcharge</td>
<td>$ 14,364.00</td>
<td>$ 12,285.00</td>
<td></td>
</tr>
<tr>
<td>CK # 17899 To KC Treasurer</td>
<td>$ 158,123.12</td>
<td>$ 106,427.60</td>
<td></td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $1560.00 ck # 17897
Dom Viol Fund sent from Clerk's office $185.00 ck 17898
**Kendall County General Fund**

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

**FOR ELEVEN MONTHS ENDED 10/31/2015**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$412,804</td>
<td>111.57%</td>
<td>$388,907</td>
<td>106.55%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$2,484,908</td>
<td>103.97%</td>
<td>$2,397,963</td>
<td>99.50%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$405,525</td>
<td>90.12%</td>
<td>$416,614</td>
<td>105.47%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$596,522</td>
<td>72.31%</td>
<td>$741,440</td>
<td>82.38%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$333,454</td>
<td>93.14%</td>
<td>$296,032</td>
<td>65.49%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$779,290</td>
<td>82.03%</td>
<td>$859,480</td>
<td>78.13%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$500,000</td>
<td>$396,485</td>
<td>79.30%</td>
<td>$405,505</td>
<td>77.98%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$69,841</td>
<td>126.98%</td>
<td>$68,729</td>
<td>171.82%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$15,145</td>
<td>50.48%</td>
<td>$16,163</td>
<td>46.18%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$996,408</td>
<td>89.42%</td>
<td>$1,063,601</td>
<td>95.64%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$2,534,561</td>
<td>98.43%</td>
<td>$2,380,969</td>
<td>96.79%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$341,398</td>
<td>136.56%</td>
<td>$279,184</td>
<td>84.60%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$709,758</td>
<td>78.86%</td>
<td>$913,940</td>
<td>107.52%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$297,810</td>
<td>51.79%</td>
<td>$417,397</td>
<td>64.21%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td>$11,342,336</td>
<td>$10,373,908</td>
<td>91.46%</td>
<td>$10,645,925</td>
<td>91.62%</td>
</tr>
</tbody>
</table>

| **Public Safety Sales Tax** | $4,300,000 | $4,420,975 | 102.81% | $4,149,632 | 96.50% |
| **Transportation Sales Tax** | $4,300,000 | $4,420,975 | 102.81% | $4,149,632 | 96.50% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 11 months the revenue and expense should at 91.66%*

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2015 YTD Actual</th>
<th>2014 YTD Actual</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,978,402</td>
<td>$23,365,358</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 11 months the revenue and expense should at 91.66%*
## Kendall County Coroner
### October FY 2015 Monthly Report

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Thursday, October 01, 2015</td>
<td>1510229 *</td>
<td>2:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 02, 2015</td>
<td>1510230 *</td>
<td>8:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 03, 2015</td>
<td>1510231 *</td>
<td>7:28 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 04, 2015</td>
<td>1510232 *</td>
<td>9:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Monday, October 05, 2015</td>
<td>1510233 *</td>
<td>5:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, October 06, 2015</td>
<td>1510234 *</td>
<td>5:04 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 07, 2015</td>
<td>1510235 *</td>
<td>6:45 AM</td>
<td>Accident</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, October 07, 2015</td>
<td>1510236 *</td>
<td>10:08 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 08, 2015</td>
<td>1510237 *</td>
<td>8:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 09, 2015</td>
<td>1510238 *</td>
<td>8:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Saturday, October 10, 2015</td>
<td>1510239 *</td>
<td>7:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Sunday, October 11, 2015</td>
<td>1510240 *</td>
<td>5:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Monday, October 12, 2015</td>
<td>1510241 *</td>
<td>4:33 AM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Motel</td>
</tr>
<tr>
<td>Tuesday, October 13, 2015</td>
<td>1510242 *</td>
<td>12:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 14, 2015</td>
<td>1510243 *</td>
<td>5:51 PM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 14, 2015</td>
<td>1510244 *</td>
<td>11:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, October 15, 2015</td>
<td>1510245 *</td>
<td>1:06 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 15, 2015</td>
<td>1510246 *</td>
<td>3:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, October 15, 2015</td>
<td>1510247 *</td>
<td>11:33 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 16, 2015</td>
<td>1510248 *</td>
<td>9:04 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 18, 2015</td>
<td>1510249 *</td>
<td>11:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 19, 2015</td>
<td>1510250 *</td>
<td>11:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 19, 2015</td>
<td>1510251 *</td>
<td>3:47 PM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 20, 2015</td>
<td>1510252 *</td>
<td>10:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 20, 2015</td>
<td>1510253 *</td>
<td>2:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 21, 2015</td>
<td>1510254 *</td>
<td>6:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 23, 2015</td>
<td>1510255 *</td>
<td>10:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 23, 2015</td>
<td>1510256 *</td>
<td>4:56 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 28, 2015</td>
<td>1510257 *</td>
<td>5:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Saturday, October 31, 2015</td>
<td>1510258 *</td>
<td>5:57 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.
Percentage of calls which occurred outside of normal business hours 77% 23:30

### Statistics:

<table>
<thead>
<tr>
<th>FY 2015 Statistics</th>
<th>Stats for Same Period in FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths...</td>
<td>258</td>
<td>259</td>
</tr>
<tr>
<td>Autopsies to Date...</td>
<td>18</td>
<td>20</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>27</td>
<td>25</td>
</tr>
<tr>
<td>Cremation Permits...</td>
<td>145</td>
<td>148</td>
</tr>
</tbody>
</table>

### Coroner's Office Personnel Update:

* Deputy Jacquie Purcell presented at Operation Impact at Oswego East High School on October 15.
* Deputy Jacquie Purcell presented for Oswego East High School - Law Enforcement Class on October 28.
* Deputy Jacquie Purcell presented at Operation Impact at Yorkville High School on October 29.
* Deputy Jacquie Purcell provided a morgue tour for the Oswego East High School - Law Enforcement Class on October 30.
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 October 5, 2015

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

ROLL CALL
Present: Lynn Cullick, Vice-Chair Judy Gilmour, Chairman Scott Gryder Jeff Wehrli, and Bob Davidson (arrived at 6:32 p.m.)
Absent:
Also present: Jeff Wilkins: County Administrator; John Sterrett: Senior Planner; Denise Kasper: Secretary, Ada Flores: Vice President, and Jeff Martin of Schaefer Woods South Homeowners Association Board of Directors.

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Judy Gilmour seconded the motion. Approved 4-0.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from September 14, 2015. Lynn Cullick seconded the motion. Approved 4-0.

EXPENDITURE REPORT - None

PUBLIC COMMENT

Schaefer Woods South Homeowners Association

Ms. Kasper stated that she was a representative of the Schaefer Woods South Homeowners Association. Recently, an adjacent stream had become blocked and was causing a flooding. She continued that they had reached out to the Illinois Department of Natural Resources, the Health and Human Services Department, the Farm Bureau and the Road Commissioner, but due to monetary and jurisdictional issues they could not help. Ms. Kasper showed video of the blockage in the stream.

The Committee agreed with Ms. Kasper, and stated they would investigate the issue of who was responsible for the property. However, as there was no code to enforce, it would most likely be a civil issue. The Committee promised to facilitate the meeting with the Homeowners Association with the party responsible for the stream and keeping it clear.

PETITIONS

1. 15-05 LRMP Amendment – Kendall County
   Request: Amend the Kendall County LRMP to provide an updated Multi-use Trail Plan and amend the future Land Use Plan within Little Rock Township along Creek Road between Frazier and Little Rock Road
   Location: Kendall County

10.5.15 PBZ Meeting Minutes
Purpose: To update and provide additional detail on Kendall County Multi-use Trail Plan and to reflect commercial development potential within Little Rock Township

Mr. Sterrett stated that the two changes to the Trail Plan: the differentiation between if a path was built or proposed, and what government agency the paths belonged to. He continued that the plan was important for reviewing development proposals, and for grant funding. In addition, the plan was to be renamed the Multi-use Plan to more accurately reflect its purpose.

Mr. Sterrett continued that the change to the Future Land Use Plan was to change the area along Creek Road between Frazier and Little Rock Road to Commercial. The Committee asked how the amendment fit with Plano’s planning. Mr. Sterrett stated that it was consistent with their plans.

Motion made by Jeff Wehrli, seconded by Lynn Cullick. **Approved 5-0.**

NEW BUSINESS/OLD BUSINESS

1. Well and Septic Site Evaluation Process as proposed by Health Department – This item was tabled until a future meetings.

2. Intergovernmental Agreement between Village of Millbrook and County of Kendall – Chairman Gryder stated that Mr. Sterrett has examined the agreement and found areas for improvement, but with the timeline the agreement needs voted upon and can be examined next year. Mr. Sterrett added that while he could examine the fees, he would not be able to get estimates in the timeline. Mr. Wehrli stated that part of the agreement deals with cellular towers which the municipalities can enforce, but possibly not the County. He continued to say that Millbrook should look into the matter. Lynn Cullick made a motion to approve, Bob Davidson seconded. **Approved 5-0.**

3. Tanglewood Trails subdivision public improvements Update – Mr. Wilkins stated that the agreed upon amount had been paid to help finish improvements. He continued to say that he had been meeting with Doug Westphall, the Road Commissioner, and Fran Klaas, County Engineer, to discuss the improvements needed to be made. Mr. Davidson asked how the partnership worked. Mr. Wilkins stated they would work together on building the priority list of projects, and the funds would be disbursed to the Road Commissioner to complete. Ultimately, the funds are County funds.

4. Kendall/Na-Au-Say One Acre Minimum Request – Waiting on Township response – There was no update for this agenda item.

UPDATE ON HISTORIC PRESERVATION- Mr. Wehrli stated that on September 30 the Historic Preservation Commission held a Workshop. Mr. Sterrett added that representatives from Oswego, Plainfield, and the County were there along with a representative from Landmarks Illinois as a guest speaker. The discussion focused on engaging and educating the community. Mr. Wehrli added that the best way to get momentum is to start designating landmarks.

UPDATE ON CMAP LAND USE COMMITTEE MEETING - None

PROJECT STATUS REPORT- Reviewed.

PERMIT REPORT- Reviewed

REVENUE REPORT – Mr. Wilkins stated that they were slightly under this year compared to previous years.

CORRESPONDENCE – None

EXECUTIVE SESSION - None
ADJOURNMENT- Next meeting will be on November 9, 2015
Bob Davidson made a motion to adjourn the meeting. Lynn Cullick seconded the motion. Approved 5-0. Chairman Gryder adjourned the meeting at 7:33 p.m.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Committee Members Present: Lynn Cullick, Vice-Chair Judy Gilmour, Chairman Scott Gryder
Jeff Wehrli, and Bob Davidson
Committee Members Absent: None
Also present: Matt Prochaska, County Board Member; Jeff Wilkins, County Administrator; John Sterrett, Senior Planner; Brian Holdiman, Code Official; Aaron Rybski, Todd Drefcinski, and
Steve Curatti of the Health Department; and Mike Stymacks

APPROVAL OF AGENDA
Mr. Davidson made a motion, seconded by Ms. Cullick, to approve the agenda as written. With a voice vote of all ayes, the motion carried.

APPROVAL OF MINUTES
Ms. Gilmour made a motion, seconded by Ms. Cullick, to approve the minutes from October 5, 2015. With a voice vote of all ayes, the motion carried.

EXPENDITURE REPORT
Mr. Wehrli made a motion, seconded by Ms. Cullick, to forward the claims to the Finance Committee in the amount of $3,242.29. With a voice vote of all ayes, the motion carried.

PUBLIC COMMENT
Mike Stymacks addressed the committee regarding the discussion that took place at the Public Safety Committee about an ordinance regulating the required distance for discharging a firearm from a dwelling.

NEW BUSINESS
Well and Septic Site Evaluation Process as proposed by Health Department
Aaron Rybski and Todd Drefcinski were present to discuss the Health Department’s well & septic site evaluation process currently taking place and that a fee will now be assessed with this process. Todd Drefcinski described the well and septic site evaluation process and explained that whenever an accessory structure or pool is applied for with the PBZ Department the Health Department performs a site evaluation to determine if the proposed structure will have an impact on the well or septic system and that the requirements of the State plumbing code are complied with. Brian Holdiman explained that the PBZ Department has been coordinating this process with the Health Department in regards to this process since 2013. There are no suggested
changes to the process occurring right now with the exception of the additional fee assessed from the Health Department, which Mr. Rybski stated will be $50. Mr. Curatti stated that the Board of Health has established this fee. The issue of how the fee will be collected still needs to be addressed. The committee discussed the concept of imposing an additional fee. Mr. Drefcinski stated that the number of site evaluations that have occurred over the last year has increased and they are currently performing this service without a fee.

This process also allows for the Health Department to document using the County’s GIS system where the existing well and septic systems are on a property so in the future they are able to determine the location of the systems more efficiently. Mr. Drefcinski explained how J.U.L.I.E is involved in the process when a septic system must be probed. Locating any utility lines before probing a septic system, according to Mr. Drefcinski is an important component of the evaluation process so as not to interfere or damage any utilities on site. Less than 15% of site evaluations involve J.U.L.I.E. The PBZ staff will continue to work with the Health Department to determine the logistics of the collection of the fees.

Amendment to the Kendall County Historic Preservation Ordinance to reduce the minimum required number of commissioners from nine to seven
Mr. Wehrli explained that there are currently 3 vacancies on the Historic Preservation Commission and by lowering the minimum required commissioners from nine to seven will require only four members needing to be present to establish a quorum rather than five. This is will address issues that the Commission has had with trying to establish a quorum for meetings.

Bob Davidson made a motion, seconded by Lynn Cullick, to forward the amendment to the Kendall County Historic Preservation Ordinance to the County Board. With a voice vote of all ayes, the motion carried.

PBZ Fee Structure
The current schedule of fees that the PBZ Department implements was distributed to committee members for review. The topic will be discussed further in the next fiscal year.

2016 PBZ Meeting Schedule
Mr. Sterrett distributed the meeting schedule for the PBZ Committee as well as other zoning committees for the 2016.

Intergovernmental Agreement between the Village of Plattville and County of Kendall
Mr. Sterrett provided an update on the IGA with Plattville and that the agreement was sent in October to the Village President for review and execution. Once the signed agreement is received by the PBZ Department it will be placed brought to the PBZ Committee for review and recommendation.

OLD BUSINESS
Schaefer Woods South Homeowners Association – Beaver Dam Issue Update
Mr. Sterrett provided an update on the follow up to the presentation by the Schaefer Woods South HOA from the meeting regarding flooding as a result of a beaver dam on the property to the south of the development. A meeting was organized by PBZ staff to meet with the HOA, the
property owners where the beaver dam is located, and the director of the Forest Preserve to figure out a possible solution to the flooding caused by the dam. During the meeting the HOA and the property owners agreed they would work together to solve this problem including trapping beavers and removing the dam.

Intergovernmental Agreement between Village of Millbrook and County of Kendall
Mr. Sterrett stated the signed agreement was forwarded to the Village President.

Tanglewood Trails Subdivision Public Improvements Update
The County received two quotes for dirt and vegetation removal work to be performed in the Tanglewood Trails Subdivision. The lowest bid came in for $19,200 from S&K Excavating.

Bob Davidson made a motion, seconded by Jeff Wehrli, to accept the bid by S&K to remove vegetation in Tanglewood Trails.

UPDATE ON HISTORIC PRESERVATION
None

UPDATE ON CMAP LAND USE COMMITTEE MEETING
Mr. Sterrett stated that there will be a joint committee meeting with the CMAP Land Use Committee and the CMAP Economic Development Committee on December 2\textsuperscript{nd} to discuss the next CMAP Regional Plan.

PROJECT STATUS REPORT
The Committee reviewed the project status report.

PERMIT REPORT
The Committee reviewed the permit report.

REVENUE REPORT
The committee reviewed the revenue report.

CORRESPONDENCE
None

EXECUTIVE SESSION
None

ADJOURNMENT
Lynn CULlick made a motion, seconded by Judy Gilmour, to adjourn the meeting. With a voice vote of all ayes, the motion carried. Chairman Gryder adjourned the meeting at 7:31 p.m.

Respectfully Submitted,
John H. Sterrett
Senior Planner
ORDINANCE # 2015-_______

AMENDMENT TO THE KENDALL COUNTY HISTORIC PRESERVATION
ORDINANCE: ARTICLE II.1 “Organization”

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

WHEREAS, the Kendall County Historic Preservation Ordinance may propose landmarks & historic districts for designation by the County Board; and

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

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends ARTICLE II.1 “Organization” of the Kendall County Historic Preservation Ordinance as presented in Exhibit “A”, attached hereto and made a part hereof.

IN WITNESS OF, this Amendment to the Kendall County Historic Preservation Ordinance was approved by the Kendall County Board on November 17, 2015.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
Kendall County
Historic Preservation Ordinance

ARTICLE II

THE HISTORIC PRESERVATION COMMISSION

1. ORGANIZATION

A) Appointment. The Kendall County Board shall by ordinance appoint members to the Kendall County Preservation Commission from names submitted by the County Board Chair.

B) Composition. The Preservation Commission shall consist of nine seven (9 7) members. All members shall be residents of Kendall County. The County Board Chair shall nominate to the Preservation Commission at least one (1) attorney, one (1) historian or architectural historian, one (1) architect/engineer, and one (1) real estate professional knowledgeable in historic preservation; the other members shall be persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, preservation and/or the preservation of community character. Commission vacancies shall be posted in a newspaper of general circulation within the county and on the county internet website. Included in the nine seven (9 7) voting members, the County Board may appoint one of their members or staff to serve as a voting member of the Commission and liaison to the County Board.

C) Terms. Terms of the initial members shall be staggered so that three serve for one year; three for two years; and three for three years. Successors to initial members shall serve for three year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair.

D) Officers. Officers shall consist of a Chair, Vice-Chair and a Secretary elected by the Preservation Commission. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. The Chair, Vice-Chair and secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as an officer in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:

i) That minutes are taken of each Preservation Commission meeting;

ii) That copies of the minutes, reports, and decisions of the Preservation Commission be published and distributed to the members of the Preservation Commission.
Kendall County
Historic Preservation Ordinance

iii) The Kendall County Board Chair is advised of vacancies on the Preservation
Commission and expiring terms of members; and

iv) That there be prepared and submitted to the Kendall County Board a complete
record of the proceedings before the Preservation Commission on any matters
requiring County Board consideration. The Kendall County Planning, Building &
Zoning Department shall be the official keeper of the records.

E) Rules and Procedures. The Historic Preservation Commission shall have the authority
to develop and adopt rules and procedures necessary to carry out its functions under the
provisions of this Ordinance.

F) Meetings. Meetings of the Preservation Commission shall be held no less than
monthly, except in those months when no business is pending, and shall be held at such
times and places within the County as the Commission shall decide. Special meetings
may be called by the Chair or by the consent of three (3) members. All meetings of the
Commission shall be open to the public, shall follow all provisions of the Open Meetings
Act and shall adhere to Robert’s Rules of Order. The Commission shall keep minutes of
its proceedings, showing a vote of each member upon every question, or if absent or
failing to vote, and shall also keep records of its official actions. Such minutes and
records shall be open to the public for inspection at offices of the Kendall County
Planning, Building & Zoning Department.

G) Quorum. A quorum shall consist of five four (5 4) members. The transaction of
business shall be made by a majority vote of those members in attendance while a
quorum is present, except that the adoption, modification or rescission of any rule or part
thereof shall require the affirmative vote of five (5) members.

H) Compensation. The members shall serve without compensation, but they shall be
reimbursed for their expenses necessarily incurred in the performance of their duties as
such and approved by the Director of the Planning, Building & Zoning Department, and
if funds are available in the Historic Preservation Commission’s reserves.

I) Annual Report. The Commission shall submit an annual report of its activities to the
Kendall County Board.
PROPOSAL
S & K EXCAVATING & TRUCKING, INC.
P.O. Box 655
NEWARK, IL 60541
PHONE: (815) 695-1100
FAX: (815) 695-1101

PROPOSAL SUBMITTED TO: Kendall Township

DATE: November 4, 2015
PHONE: 630-336-1881
FAX:

S & K EXCAVATING & TRUCKING, INC. HEREBY PROPOSES TO:
JOB: Tanglewood Trails Subdivision, Yorkville
Description of Work:

Labor to Remove Filter Fabric from drainage structures and remove rebar
Add dirt around structures called out in punch list and reseed

Dozer to Clear Vegetation in the drainage ditches and stormwater basins push up
into pile (as directed) and left onsite

TOTAL $19,200.00

* Quote good for 30 Days
* Quote does not include Engineering, Layout, Permits or Bonding

BY:

The Customer shall pay 1.5% per month interest on any balance remaining on any outstanding invoice 30 days after
invoice date. Customer shall pay contractor’s reasonable attorney fees and costs to collect any account over thirty
days. 40% liquidation damages and consents to jurisdiction of any dispute with the Eighteenth Judicial Circuit Court
of DuPage County, IL.
Accepted By _____________________________ Date________
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:30p.m. and led the Pledge of Allegiance.

Committee Members Present: Scott Gryder – here, Judy Gilmour – here, Matthew Prochaska – here, John Purcell - yes. With four members present, a quorum was established.

Member Bob Davidson arrived at 5:37p.m.

Others Present: Sheriff Dwight Baird, EMA Director Joe Gillespie, Undersheriff Harold Martin, Chief Deputy Scott Koster, Jim Smiley

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

Approval of Minutes – Member Purcell made a motion to approve the September 14, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

Public Comment – Mike Stymacks

Ken Com Report – As submitted

Coroner’s Report – As submitted

EMA Report – Director Gillespie reported:

September

<table>
<thead>
<tr>
<th>Date</th>
<th>Event</th>
</tr>
</thead>
<tbody>
<tr>
<td>09/10-11</td>
<td>IEMA Conference</td>
</tr>
<tr>
<td>09/12</td>
<td>MCC went to Caterpillar</td>
</tr>
<tr>
<td>09/17</td>
<td>Exelon Off-Site Meeting</td>
</tr>
<tr>
<td>09/23</td>
<td>Use of Social Media in a Disaster class</td>
</tr>
<tr>
<td>09/25</td>
<td>Volunteer Seminar</td>
</tr>
</tbody>
</table>

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

10/06 Met with James Joseph at the Will County EMA
10/10 MCC went to Fall Fest
10/11 MCC went to Sandwich Fire controlled burn
10/14 National Weather Service Emergency Managers Meeting, Plainfield
10/24 MCC went to Yorkville Biz Boo

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

Sheriff

➢ Records Division – Undersheriff Martin provided statistics for the months of September and October:

<table>
<thead>
<tr>
<th></th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td>Sheriff Sales</td>
<td></td>
<td></td>
</tr>
<tr>
<td>57 Sales Scheduled</td>
<td>50 Sales Scheduled</td>
<td></td>
</tr>
<tr>
<td>34 Sales Cancelled</td>
<td>22 Sales Cancelled</td>
<td></td>
</tr>
<tr>
<td>23 Sales Conducted</td>
<td>28 Sales Conducted</td>
<td></td>
</tr>
<tr>
<td>Civil Paperwork</td>
<td></td>
<td></td>
</tr>
<tr>
<td>152 Papers Served</td>
<td>143 Papers Served</td>
<td></td>
</tr>
<tr>
<td>0 Replevins</td>
<td>1 Replevin</td>
<td></td>
</tr>
<tr>
<td>125 Subpoena/FOIA Requests</td>
<td>125 Subpoena/FOIA Requests</td>
<td></td>
</tr>
<tr>
<td>Warrants</td>
<td></td>
<td></td>
</tr>
<tr>
<td>1,784 on file</td>
<td>1,843 on file</td>
<td></td>
</tr>
<tr>
<td>92 New Warrants Issued</td>
<td>71 New Warrants Issued</td>
<td></td>
</tr>
<tr>
<td>143 Warrants Served</td>
<td>132 Warrants Served</td>
<td></td>
</tr>
<tr>
<td>20 Warrants Quashed</td>
<td>13 Warrants Quashed</td>
<td></td>
</tr>
<tr>
<td>Evictions</td>
<td></td>
<td></td>
</tr>
<tr>
<td>24 Scheduled</td>
<td>17 Scheduled</td>
<td></td>
</tr>
<tr>
<td>14 Cancelled</td>
<td>7 Cancelled</td>
<td></td>
</tr>
<tr>
<td>10 Conducted</td>
<td>10 Conducted</td>
<td></td>
</tr>
<tr>
<td>Fees</td>
<td></td>
<td></td>
</tr>
<tr>
<td>$6,317.00 Civil Process</td>
<td>$7,961.50 Civil Process</td>
<td></td>
</tr>
<tr>
<td>$15,300.00 Sheriff Sales</td>
<td>$20,100.00 Sheriff Sales</td>
<td></td>
</tr>
<tr>
<td>$315.00 Records/Fingerprinting</td>
<td>$130.00 Records/Fingerprinting</td>
<td></td>
</tr>
<tr>
<td>$1,119.77 Bond Processing</td>
<td>$997.19 Bond Processing</td>
<td></td>
</tr>
<tr>
<td>Total $23,051.77 received September 2015</td>
<td>Total $29,188.69 received October 2015</td>
<td></td>
</tr>
</tbody>
</table>
➢ **Corrections Division** – Undersheriff Martin provided the following statistics for the months of September and October:

<table>
<thead>
<tr>
<th></th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Jail Population</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>244 New Intake Bookings</td>
<td>260 New Intake Bookings</td>
<td></td>
</tr>
<tr>
<td>253 Inmates Released</td>
<td>250 Inmates Released</td>
<td></td>
</tr>
<tr>
<td>141 Average Daily Population</td>
<td>135 Average Daily Population</td>
<td></td>
</tr>
<tr>
<td><strong>Food Service Management</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>11,820 meals prepared at $1.06 per meal</td>
<td>11,653 meals prepared at $.92 per meal</td>
<td></td>
</tr>
<tr>
<td>Total medical billing September $17,393.30</td>
<td>Total medical billing October $14,631.31</td>
<td></td>
</tr>
<tr>
<td><strong>Inmate Transports</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>191 To/From County Courthouse</td>
<td>55 To/From County Courthouse</td>
<td></td>
</tr>
<tr>
<td>16 Other County Court Transports</td>
<td>9 Other County Court Transports</td>
<td></td>
</tr>
<tr>
<td>11 Out of County Prisoner Pickups</td>
<td>19 Out of County Prisoner Pickups</td>
<td></td>
</tr>
<tr>
<td>6 to I.D.O.C.</td>
<td>6 to I.D.O.C.</td>
<td></td>
</tr>
<tr>
<td>8 Medical/Dental Transports</td>
<td>5 Medical/Dental Transports</td>
<td></td>
</tr>
<tr>
<td>46 Juvenile To/From Youth Homes/Courts</td>
<td>37 Juvenile To/From Youth Homes/Courts</td>
<td></td>
</tr>
<tr>
<td>6 Federal Transports</td>
<td>13 Federal Transports</td>
<td></td>
</tr>
<tr>
<td>284 Total Inmate Transports in September</td>
<td>144 Total Inmate Transports in October</td>
<td></td>
</tr>
<tr>
<td><strong>Out of County Housing</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>46 Inmates Housed for Other Jurisdictions</td>
<td>55 Inmates Housed for Other Jurisdictions</td>
<td></td>
</tr>
<tr>
<td>$67,670.00 Invoiced to Other Jurisdictions</td>
<td>$60,285.00 Invoiced to Other Jurisdictions</td>
<td></td>
</tr>
<tr>
<td>3 Outstanding FTA Fees September: $225.00</td>
<td>0 Outstanding FTA Fees October: $0.00</td>
<td></td>
</tr>
<tr>
<td><strong>Sex Offender/Violent Offenders Against Youth Registrations:</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>16 Sex Offender Registrations</td>
<td>19 Sex Offender Registrations</td>
<td></td>
</tr>
<tr>
<td>17 Sex Offender Registration Checks</td>
<td>5 Sex Offender Registration Checks</td>
<td></td>
</tr>
<tr>
<td>1 Violent Offenders Against Youth Regist</td>
<td>2 Violent Offenders Against Youth Regist</td>
<td></td>
</tr>
</tbody>
</table>

➢ **Operations Division** – Undersheriff Martin reported the following statistics for the months of September and October:

<table>
<thead>
<tr>
<th></th>
<th>SEPTEMBER</th>
<th>OCTOBER</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Police Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>764 Calls for Service</td>
<td>690 Calls for Service</td>
<td></td>
</tr>
<tr>
<td>289 Police Reports</td>
<td>260 Police Reports</td>
<td></td>
</tr>
<tr>
<td>145 Arrests</td>
<td>136 Arrests</td>
<td></td>
</tr>
<tr>
<td>SEPTEMBER</td>
<td>OCTOBER</td>
<td></td>
</tr>
<tr>
<td>-------------------------------</td>
<td>------------------------------</td>
<td></td>
</tr>
<tr>
<td><strong>Traffic Services</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>661 Traffic Contacts</td>
<td>749 Traffic Contacts</td>
<td></td>
</tr>
<tr>
<td>272 Traffic Citations Issued</td>
<td>332 Traffic Citations Issued</td>
<td></td>
</tr>
<tr>
<td>5 DUI Arrests</td>
<td>7 DUI Arrests</td>
<td></td>
</tr>
<tr>
<td>0 Zero Tolerance</td>
<td>0 Zero Tolerance</td>
<td></td>
</tr>
<tr>
<td><strong>Traffic Crash Investigations</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>26 Property Damage</td>
<td>48 Property Damage</td>
<td></td>
</tr>
<tr>
<td>3 Personal Injury Accidents</td>
<td>6 Personal Injury Accidents</td>
<td></td>
</tr>
<tr>
<td>0 Fatalities</td>
<td>0 Fatalities</td>
<td></td>
</tr>
<tr>
<td>29 Total Crash Investigations</td>
<td>54 Total Crash Investigations</td>
<td></td>
</tr>
<tr>
<td><strong>Vehicle Usage</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>68,556 Total Miles Driven</td>
<td>65,623 Total Miles Driven</td>
<td></td>
</tr>
<tr>
<td>$9,608.26 Vehicle Maint Expenditures</td>
<td>$7,521.69 Vehicle Maint Expenditures</td>
<td></td>
</tr>
<tr>
<td>$10,852.03 Fuel Expenditures</td>
<td>$10,844.74 Fuel Expenditures</td>
<td></td>
</tr>
<tr>
<td>4,954.03 Fuel Gallons Purchased</td>
<td>5,034.82 Fuel Gallons Purchased</td>
<td></td>
</tr>
<tr>
<td><strong>Auxiliary Deputies</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>7 Training/Meeting Hours</td>
<td>10 Training/Meeting Hours</td>
<td></td>
</tr>
<tr>
<td>0 Ride-A-Long Hours</td>
<td>6 Ride-A-Long Hours</td>
<td></td>
</tr>
<tr>
<td>43.5 Auxiliary Hours</td>
<td>18 Auxiliary Hours</td>
<td></td>
</tr>
<tr>
<td>50.5 Total Auxiliary Hours</td>
<td>34 Total Auxiliary Hours</td>
<td></td>
</tr>
<tr>
<td><strong>Evidence/Property Room</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>129 New Items into Property Room</td>
<td>134 New Items into Property Room</td>
<td></td>
</tr>
<tr>
<td>42 Disposal Orders Processed</td>
<td>50 Disposal Orders Processed</td>
<td></td>
</tr>
<tr>
<td>7 Items Disposed Of</td>
<td>11 Items Disposed Of</td>
<td></td>
</tr>
<tr>
<td>36 DVD/VHS Copy Requests</td>
<td>30 DVD/VHS Copy Requests</td>
<td></td>
</tr>
<tr>
<td>9 Items Sent to Crime Lab</td>
<td>8 Items Sent to Crime Lab</td>
<td></td>
</tr>
<tr>
<td>2 Items Processed by Evidence Custodian</td>
<td>1 Items Processed by Evidence Custodian</td>
<td></td>
</tr>
<tr>
<td><strong>Court Security Division</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>15,044 Entries</td>
<td>16,111 Entries</td>
<td></td>
</tr>
<tr>
<td>6,713 Items X-Rayed</td>
<td>8,229 Items X-Rayed</td>
<td></td>
</tr>
<tr>
<td>58 Bond Calls</td>
<td>45 Bond Calls</td>
<td></td>
</tr>
<tr>
<td>96 Items of Contraband Refused</td>
<td>111 Items of Contraband Refused</td>
<td></td>
</tr>
<tr>
<td>26 Arrests made at the Courthouse</td>
<td>29 Arrests made at the Courthouse</td>
<td></td>
</tr>
<tr>
<td><strong>Investigation/COPS Activities</strong></td>
<td></td>
<td></td>
</tr>
<tr>
<td>30 Total Cases Assigned</td>
<td>31 Total Cases Assigned</td>
<td></td>
</tr>
<tr>
<td>34 Total Cases Closed</td>
<td>20 Total Cases Closed</td>
<td></td>
</tr>
<tr>
<td>89 Current Open Cases</td>
<td>106 Current Open Cases</td>
<td></td>
</tr>
<tr>
<td>18 Community Policing Mtgs/Presentations</td>
<td>20 Community Policing Mtgs/Presentations</td>
<td></td>
</tr>
</tbody>
</table>
**KSCO Training**

**Corrections Division** 107.5 Total Hours - September 119 Total Hours - October

**Operations Division** 492.5 Total Hours – September 574 Total Hours - October

**Court Security** 37 Total Hours – September 40 Total Hours - October

**Corrections/Operations Combined Training** 72 hours – September 72 hours - October

**Records Division** 7 hours – September 18 hours - October

**Auxiliary** 0 hours – September 10 hours - October

**Human Resources** - SEPTEMBER 2015

0 Terminations 1 Resignation 1 New Hire 1 Workers Comp

Sworn Personnel/Authorized in FY15 Budget: 106.5*/112

*2 Additional Sworn Officers Currently on Leaves of Absence

Non-Sworn Personnel/Authorized in FY15 Budget: 10.5/11.5

**Facilities Management Report** – Jim Smiley reported on the Security System updates, the progress with the Public Building Commission. Mr. Smiley said he received the Certificate of Insurance from Dewberry and has forwarded that to Assistant State’s Attorney David Berault in the State’s Attorney’s Office for review.

**Old Business**

*Discussion of Meeting Time for Merger* - Chair Prochaska asked the committee to consider what time would be their preference for a joint meeting of the Public Safety and Judicial Legislative Committees. Member Purcell stated that he believed the Board approved the merger of the committees after review and clarification of the Board Rules of Order. Member Davidson stated that the Board approved the merger, and that he didn’t know what the delay would be since it was already approved by the Board.

**New Business**

*Discussion on Ordinance for Discharge of Firearms* – Chief Deputy Koster provided background information on similar incidents that have occurred in the County. Chief Koster stated that this was simply a historical perspective of some of the shooting complaints, but not specific to any current situation or issue.
Sheriff Baird stated that the Sheriff’s Office investigates criminal activity, but performance of inspections on construction type material, etc. would not fall under their responsibilities. Sheriff Baird stated that to have people that are properly trained, and to perhaps pass an ordinance that would have a county-wide affect, would most likely be a zoning issue regarding citizen’s rights on their own land. Chief Koster said that there are no state statutes regarding target shooting, but said there are ordinances regarding hunting in unincorporated Kendall County.

Discussion on which committee would have jurisdiction over any ordinance concerning this issue, the constitutionality of limiting the rights of home owners, criminal code, zoning enforcement, state statutes, and municipal ordinances or resolutions. **There was consensus by the committee to pass this item to the Planning, Building and Zoning Committee for further discussion.**

**Inmate Medical Care** – Commander Joe Gillespie briefed the committee on the RFP for medical services proposals and said they received two proposals, one from Advanced Correctional Health Care, and one from Correct Care Solutions. Director Gillespie reported that he reviewed both proposals, and said they are equal in quality, and that he contact 11 references from Advanced Correctional healthcare. He said that based on the difference in the cost between the two proposals, he would recommend the County approve the agreement with Advanced Correctional Healthcare, at a savings of $7,323.72 in inmate medical services. There was consensus by the committee to forward this item to the County Board for approval.

**Executive Session**

Member Prochaska made a motion for a Public Safety Committee Executive Session for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, second by Member Gilmour.

**Roll Call:** Member Purcell – no, Member Davidson – yea, Member Prochaska – aye, Member Gilmour – yes, Member Gryder - yes. **With a vote of 4-1 present voting aye, the committee entered into Executive Session at 6:15p.m.**

| Bob Davidson | X | Judy Gilmour  | X |
| Scott Gryder | X | Matthew Prochaska | X |
| John Purcell | X |

**Others Present:** Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie, Jim Smiley, Valarie McClain
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Member Gryder made a motion to reconvene in Open Session, second by Member Gilmour. **With a vote of 4-1, the committee reconvened in Open Session at 6:22p.m.**

**Public Comment** - None

**Action Items for County Board**

- Approval of Advanced Correctional HealthCare for Inmate Medical Services

**Adjournment** – Member Davidson made a motion, second by Member Gryder to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:24p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Dwight Baird, Sheriff  
Kendall County Sheriff’s Office  
1102 Cornell Ln  
Yorkville, IL 60560

November 6, 2015

Sheriff Baird,

I am pleased to recommend to you Advanced Correctional Healthcare for Kendall County Sheriff’s Office inmate medical services.

As you know we put out a request for proposals to provide inmate medical services. We received two proposals back, one from Correct Care Solutions our current medical service vendor and one from Advanced Correctional Healthcare. The cost proposal from Correct Care Solutions for inmate medical services came in at $176,237.00. The cost proposal from Advanced Correctional Healthcare for inmate medical services came in at $168,913.29. The savings by going with Advanced Correctional Healthcare will be $7,323.72.

I have checked references on Advanced Correctional Healthcare with several jails that are the approximate size of ours, in the state of Illinois and outside of the state of Illinois. The Jail Administrators and staff that I’ve talked with had rave reviews and said that Advanced Correctional Healthcare is willing to work with the agency on cost saving plans. They all also said that Advanced Correctional Healthcare works on keeping inmate medical services to the highest possible standards.

I have reviewed the implementation timeline from Advance Correctional Healthcare and feel that it will work for us.

I have Advanced Correctional Healthcare’s commitment to work with the staff at Kendall County Sheriff’s Office and operate within our facilities policies and procedure. Advance Correctional Healthcare will assist us in our ACA accreditation and will help us continue to maintain our Prison Rape Elimination Act standards.

Deputy Commander Gillespie
CALL TO ORDER
The meeting was called to order by Admin HR Committee Chair Lynn Cullick at 9:02a.m.

ROLL CALL
Committee Members Present: Judy Gilmour, Dan Koukol, Lynn Cullick, Scott Gryder, Matthew Prochaska. A quorum was not present at 9:02a.m., therefore, no action could be taken at this meeting at this time.

Member Purcell arrived at 9:15a.m. establishing a quorum for this meeting.

Member Davidson arrived at 9:53a.m. Member Gryder left the meeting at 10:01a.m.

Committee Members Absent: Elizabeth Flowers, John Shaw, Jeff Wehrli

Others present: Glenn Campos, Scott Koeppel, Stannette Kramer, Becki Rudolph, Rich Ryan (Wine Sergi), Ronda Thomas, Eric Weis, Jeff Wilkins

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda as presented, second by Member Purcell. With all in agreement, the motion carried.

APPROVAL OF MINUTES: Member Purcell made a motion to approve the October 27, 2015 meeting minutes, second by Member Gilmour. With all in agreement, the motion passed.

MONTHLY REPORTS

a. County Administrator - Jeff Wilkins reported that the healthcare enrollment continues to be lower than previous years. Mr. Wilkins briefly reviewed the monthly reports with the committee, including the medical insurance invoices, and said that he estimates that we will come in approximately $400,000 under budget due to enrollment changes and the lower enrollment.

b. Department Heads and Elected Officials – Scott Koeppel, Technology Director updated the committee on the GIS RFP for potential aerials in Spring 2016.

Mr. Koeppel reported on the SPAM change recently made to the email software.

Mr. Koeppel also updated the group on the firewall issue that occurred last week, and said that the issue has been resolved.
OLD BUSINESS

- Property Liability and Workers Compensation Coverage Recommendations – Rich Ryan, Wine Seri updated the committee on a change to the separate premium quote for the Forest Preserve for property, worker’s comp, and liability.

Member Purcell made a motion to forward to the Board the Authorization of Fiscal Year 2016 Renewal with IL Counties Risk Management Trust for Property, Liability and Workers Compensation coverage with self insured retention of $250,000 for workers compensation, second by Member Gryder. **With all in agreement, the motion carried.**

NEW BUSINESS

- County Organizational Chart – Discussion on the need to formalize a county-wide organization chart to clearly define the “chain of command” and whom each employee reports to as a supervisor. It was determined that Lynn Cullick would send an email to all Department Heads and Elected Officials asking them to send their organization charts to Administrative Services so that the process of creating one centralized organization chart could be completed and posted on the County website once approved by the Board.

- Employee Evaluations – Discussion on various tools used in Elected Officials offices, and throughout the county. Member Koukol made a motion to forward to the Board the Approval of the Employee Evaluation Form, second by Member Purcell. **With all in agreement the motion carried.**

- Employee Handbook – item tabled to a future meeting

EXECUTIVE SESSION – None needed

ACTION ITEMS FOR COUNTY BOARD

- Authorization of Fiscal Year 2016 Renewal with IL Counties Risk Management Trust for Property, Liability and Workers Compensation coverage with self insured retention of $250,000 for workers compensation

- Approval of Employee Evaluation Form

ITEMS FOR COMMITTEE OF THE WHOLE - None

PUBLIC COMMENT - None

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 10:45 a.m., Member Prochaska seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
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Kendall County

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Goals for FY ______ (Collaborative discussion between supervisor and employee)

1.

**Comments:**

2.

**Comments:**

3.

**Comments:**

4.

**Comments:**

Supervisor and employee list any exceptional performance (other than meeting goals), special accomplishments or recognition:
CORE TO SUCCESS:
(completed by supervisor)
Rating Key: A= Always  CE= Consistent effort shown  AE= Additional Effort Suggested

JOB KNOWLEDGE  (Possesses clear understanding of the responsibilities and tasks he/she must perform)
Comments:

JOB PRODUCTIVITY  (Demonstrates commitment toward project/ task completion efficiently and effectively, including extra assignments)
Comments:

ORGANIZATION  (Keeps office neat and files organized)
Comments:

FLEXIBILITY  (Open to suggestions and new ideas. Freely adapts to changes in procedures and work duties)
Comments:

COOPERATION  (Provides courteous response to citizens, co-workers, supervisors; provides assistance whenever possible; refrains from unproductive discussions about co-workers, supervisors and citizens)
Comments:

ATTENDANCE  (Arrives for work on time, limits breaks and lunch times appropriately, limits idle conversation with co-workers)
Comments:

PROFESSIONALISM  (Dresses appropriately, displays professional appearance, uses proper grammar, refrains from profanity)
Comments:

SUPERVISION / DIRECTION  (Gives appropriate supervision to subordinate employees; follows direction and constructive direction from supervisor)
Comments:
REMEDICATION REQUIRED:
(supervisor list any issues employee must remediate, suggested remediation, and date for additional review)

ADDITIONAL NOTES:
**Goals for FY ___________**  
(Collaborative discussion between supervisor and employee)

1. 
**Comments:**

2. 
**Comments:**

3. 
**Comments:**

4. 
**Comments:**

**Suggested Training and Development:**
(supervisor and employee list any training or personal development activities employee should consider prior to next review)

---

5
Evaluator's comments:


Employee's comments:


I have read this evaluation; have had the opportunity to review it with my supervisor, and if requested, have been given a copy of this evaluation. My signature does not necessarily imply my agreement with the conclusions of the evaluator.

Employee:                        Date:

Evaluator:                       Date:

Received by Human Resources:      Date:
HIGHWAY COMMITTEE MINUTES

DATE: November 10, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Scott Gryder, Jeff Wehrli, Judy Gilmour and Matt Prochaska
STAFF PRESENT: Ginger Gates, Fran Klaas, Andy Myers, and John Burscheid
ALSO PRESENT: PJ Fitzpatrick and Kelly Farley

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

Motion Gryder; second Prochaska, to approve the agenda as presented. Motion carried unanimously.

Motion Gilmour; second Prochaska to approve the Highway Committee minutes from the September 8, 2015 meeting. Motion carried unanimously.

Results of November 6, 2015 bulk fuel bid were presented to the Committee. Elburn Co-op was the low bidder to supply 16,000 gallons of 87-octane gas at $1.91271 per gallon and 25,000 gallons of diesel fuel at $2.0279 per gallon. Motion Gilmour; second Prochaska to recommend approval of the low bid by Elburn Co-op to the County Board. Motion carried unanimously.

The Committee discussed the possible use of eminent domain to acquire approximately 0.06 acre of new right-of-way at the Northwest corner of Ridge Road and Caton Farm Road in an effort to have an old shed removed at that corner. The shed presents a sight distance problem for eastbound drivers who have difficulty seeing southbound traffic. Chairman Koukol reported that he has tried numerous times to talk to the landowner and has gotten nowhere. He felt that the Board should consider use of eminent domain to force the landowner to address the issue. Representatives from the Highway Department have tried for years to negotiate a solution with the landowner, and that, as well, has gone nowhere. Gryder asked if there was any historical significance to the shed. Klaas stated it was just a very old shed that was about ready to fall down anyway. Motion Koukol; second Wehrli to recommend consideration of eminent domain to the County Board. Prochaska asked if the County Engineer considered this a public safety hazard. Klaas indicated that he felt it was. The Committee discussed other aspects of the proposed acquisition, shed removal and traffic counts on both Caton Farm and Ridge Road. After consideration, the Committee recommended authorization of eminent domain with all members voting aye, except Judy Gilmour, who voted naye.

The County Engineer reported that the Transportation Subcommittee of the Kane/Kendall Council of Mayors has recommended that Kendall County receive an additional $1 million for the Eldomain Road project north of Menards, as well as $2.5 million for Eldomain Road improvements between River Road and U.S. Route 34. This will go to a full council vote on December 4, 2015. Although the Collins/Minkler Connector did not receive a recommendation for funding Phase 2 Engineering, the influx of federal money for the Menards project, will allow the County to move forward with engineering for the Collins/Minkler project. Estimated cost for
Phase 1 Engineering would be in the neighborhood of $1 million. The consensus of the Committee was that we should move forward with engineering on Collins/Minkler in the near future. Chairman Koukol indicated that he would like to see the Phase I Engineering Agreement back to the Committee in January.

The County Engineer asked the Highway Committee to consider becoming actively involved with building the missing part of Mitchell Road, connecting Schaefer North Subdivision and Lakewood Springs Subdivision in light of the fact that the County will soon be reconstructing Eldamain Road between River Road and Route 34. It would be much more convenient and a lot cheaper to simply close Eldamain Road between Schaefer Road and Route 34 during reconstruction of Eldamain Road and the bridge over Rob Roy Creek. Having the Mitchell Road connection completed before that Eldamain construction begins would help to provide the traveling public with alternate routes to travel. The Committee discussed different impacts of the connection and the history of how roads in the area were constructed. Chairman Koukol directed the County Engineer to discuss the matter with Little Rock Township Highway Commissioner, Dick Wade, to see what their plan is for any future construction.

The Kendall County Long Range Transportation Plan was presented to the Committee. The plan has been on the County website for about a month. Motion Koukol; second Prochaska to recommend approval of the Plan to the County Board. Motion carried unanimously.

Koukol inquired about the status of the Route 126 and Old Ridge Road intersection, and the fact that the stop signs have still not been removed. Klaas said he would get a status update from IDOT on Thursday and let the Committee know.

Wehrli inquired about the field tile issue on Grove Road just north of Reservation, and the fact that the homeowner wants the County to pay for tree replacements. Klaas stated that there are several tiles in the area. Highway crews exposed and repaired a tile that daylighted into the Grove Road ditch. This seemed to alleviate the problem; but he couldn’t guarantee that this was the only tile.

Koukol inquired about the status of the Little Rock Road / Galena Road intersection improvements. Kelly Farley stated that the preliminary plans had been submitted to the Highway Department. As soon as right-of-way limits are established, they will move forward with plans and right-of-way plats. Koukol asked the County Engineer to keep the Committee updated on the status of the project.

Koukol also inquired about the fence that was recently constructed by Oswego Excavating. It appeared to be placed back quite a ways from the roadway, and was wondering if that was the new right-of-way line. Since this was a State-sponsored project, Klaas was not sure where the new right-of-way line is located. He indicated that he would look into it.

Wehrli asked if something could be done about the striping of turn lanes near the Speedway at the intersection of U.S. Route 30 and Wolf Road. Westbound traffic backs up badly in the afternoon, and numerous people are violating the pavement markings. Klaas stated that he would bring the issue up with the Oswego Public Works Director, Jennifer Hughes.
Motion Prochaska; second Gryder to forward Highway Department bills for the month of November in the amount of $571,417.81 to the Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:57 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Approve low bid from Elburn Co-op to supply 16,000 gallons of 87-octane gas at $1.91271 per gallon and 25,000 gallons of diesel fuel at $2.0279 per gallon.

2. Approve the use of eminent domain to acquire approximately 0.06 of road right-of-way in the northwest corner of the intersection of Caton Farm Road and Ridge Road.

3. Approve the Kendall County Long Range Transportation Plan.
Facilities Committee Minutes  
November 2, 2015

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

1) Roll Call – Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Prochaska, Member Wehrli & Member Gilmour. All committee members were present to form a quorum of the committee. D.C. Gillespie of KCSO & Facilities Management Director Smiley was also present.

2) Approval of the October meeting minutes - Member Gilmour made a motion to approve the October meeting 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) Courthouse Lightning Protection
   a. Recommendation to have PBC fund this project
      • This did not make it on the agenda but PBC Chairman Wehrli asked if the PBC was willing to fund the project and the consensus was yes. Director Smiley was asked to get a contract for the project and to bring it back to the next PBC committee meeting. A request for a contract was sent to the intended vendor (Hamilton Lightning Protection) along with a sample COI that we require. Hamilton said his quote would need to be increased by $5,000.00 in order to be able to meet our insurance requirements. So, Jim contacted the other vendor, Continental Electric and found the insurance was not a problem for them. A meeting was setup to do a walkthrough with a design engineer Continental uses for Lightning Protection systems design. An updated quote of $23,790.00 was received. This quote was $1,365.00 more than the budgeted quote they provided before viewing the site with an engineer.

   Report from meeting
   Member Wehrli said that he would need to convene a special meeting of the PBC since they were not sure when the next meeting will be held to close out the PBC. Jeff does not think there will be a problem with getting the PBC members to approve it. Chairman Davidson suggested that we take it to the full County Board to approve going forward with the project. Then have them recommend it to go to PBC. Chairman Davidson asked if there was a motion to move this forward. Vice-Chair Koukol made a motion to move this to the County Board to approve with PBC reimbursing the County for the work. Member Wehrli 2nd the motion. All members votes aye via a voice vote. Motion approved.

NEW BUSINESS/PROJECTS
1) Chairman’s Report
   • Chairman Davidson did not have anything to report for this meeting.

2) K.A.T. Operations move
   • The Operations department was moved the week of October 26, 2015. All staff is operating in the new space like they have been there forever.
   • Project Completed.

   Report from meeting
   Director Smiley said the overall project is 2/3’s complete. The remaining area to be remodeled is the old Operations area. An office for the director needs to be constructed and wiring troughs added to the walls. Chairman Davidson said the K.A.T. Director is working out of the DeKalb office and maybe we should wait to build this office until K.A.T. determines what they are going to do for a Director in DeKalb. Consensus was to wait since we are constructing it since KCFM staff has other things to do to get ready for winter and there is no apparent rush to get a new Director assigned to Yorkville or DeKalb.

3) Temp. Employee Job Posting
   • The job was advertised in the Record Newspapers the week of October 19, 2015.
   • Director Smiley plans to setup interviews this week.
4) Discuss Approval at the County Board the 2016 Generator System PM contract with Lionheart Critical Power Systems in the amount of $9,170.00.
   - The vendor maintained current pricing on the contract. They have done an excellent job for us for several years. The pricing was checked with another vendor and still found to be less than what we can get from other vendors.

5) Discuss Approval at the County Board the 2016 U.P.S. Systems PM contract with Lionheart Power Systems in the amount of $2,779.00.
   - The vendor maintained current pricing on the contract. They have done an excellent job for us for several years. The pricing was checked with another vendor and still found to be less than what we can get from other vendors.

6) Approve purchase of Kubota Tractor, brush, cab & heater in the amount of $19,700.00,
   - We have been experiencing winter snows that require us to spend hours going over the same areas over and over. Last winter one technician worked for over nine hours with the snow blowers we now have and could not keep up and ended up injured. The proposed Kubota tractor would handle narrower walks around the Public Safety Center, Facilities Mgmt. and the Animal Control site. Purchasing this machine would make snow removal more efficient, keep the sidewalks and pavement cleaner and potentially decrease the chance of injuries to employees or people visiting the facilities. It will also allow us to get more work done, faster with the same number of employees while also reducing the risk of injury we currently have with walk behind equipment. Jim proposed to use some funds that were left from the Capital budget this year earmarked for parking lot repairs. This could also be suggested to take out of the general fund or any other fund the committee suggests.

   Report from meeting
   Members generally discussed the need for purchasing a machine. Chairman Davidson asked each member their opinions. Member Gilmour said she understands the need but would like us to budget it for another year since we are having a big budget hole to fill for next year. Member Prochaska said he agreed with Judy. Vice-Chair Koukol said he understands the need and also knows that our staff is not young anymore. Member Wehrli said he would rather see us get the machine this year than next. He agrees with all of the reasons Jim explained for summer & winter use and the need to keep the Public Safety Center open 24/7. Member Wehrli made a motion to purchase a Kubota BX2370-1, cab, heater and blower in the amount of $19,700.00 from the Facilities Capital account for 2015 to the County Board for approval. Vice-Chair Koukol 2nd the motion. Chairman Davidson asked for a roll call vote. Chairman Davidson, Vice-Chair Koukol and Member Wehrli voted yes. Members Gilmour & Prochaska voted no. Motion passes by a 3-2 vote.

7) Approve 2016 Fire Alarm system testing for all facilities except Courthouse with Total Fire & Safety in the amount of $6,929.00.
   - The vendor maintained current pricing on the contract.
   - They have done an excellent job for us for several years.
   - The pricing was checked with another vendor and still found to be less than what we can get from other vendors.

   Report from meeting
   Director Smiley explained this is a vendor that we have used for several years. Total Fire & Safety has agreed to maintain the pricing from 2015 for the upcoming year. Jim has gotten bids to compare and Total Fire & Safety is still much lower than other vendors. Chairman Davidson asked if there was a motion to move this forward for approval at the County Board. Member Wehrli made a motion to send the contract to the County Board for approval. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved.

8) Approve Public Safety Center NEC 2000 replacement Contract with Sound Inc. in the amount of $20,414.05.
   - The Public Safety Center (PSC) phone system is the heart of the network for both the Government Center campus and for the Fox St. campus. The system was manufacturer discontinued in 2013. Director Smiley put a budget together to replace the current telephone network with updated equipment in the five year Capital budget forecast a few years ago. During budget discussions this year it became apparent that we may need to push out the replacement a couple years further. So, Jim started checking on a replacement CPU for the PSC to have on hand since it is the critical system on the network. Jim found none to be available. So, looking at options it was determined that an existing system we added to the Health facility a few years ago could be redeployed to become the replacement system for the PSC.
8) Approve Public Safety Center NEC 2000 replacement Contract with Sound Inc. in the amount of $20,414.05 Continued

- This was on the agenda for the last Finance meeting but was deferred to be discussed at this meeting due to a lack of time at that Finance meeting.

**Report from Meeting**

Jim explained this is a proactive recommendation and nothing is wrong today. Member Wehrli asked if moving this equipment to the Public Safety Center (PSC) would harm the Health facilities operations. Technology Director Koeppel said that the county network is not setup for VOIP and the soonest he would be ready to consider moving to VOIP would be 2017. Moving the system would only take a little of his and Darryl Kollins time on the network side and would allow it to operate the Voicemail system and broadcast faxing that it does today from the PSC. Member Wehrli said since this affects the entire Government Center campus PBC could possibly pay for the move. Jeff said he was not planning to have a PBC meeting until they were ready to close out the books on the PBC, but with this and the Lightning Protection quote for the Courthouse there is enough for him to call for a special meeting. Member Wehrli said he will call a special PBC meeting to be held on November 12, 2015 at 3:30p.m. at the County Office Building for this item and the Lightning Protection quote.

9) **Travelers Insurance Audits at the Courthouse & Public Safety Center**

- Director Smiley went around these sites with our insurance carrier’s representative. The report issued from the visit noted a proactive maintenance approach being in place. The following was suggested:
  a) Develop a hot work permit for any future welding or other hot done in the facilities.
  b) To store the vehicle flairs for the Sheriff’s squads in a non-combustible room or outside enclosure instead of in the garage as they are now stored.
  c) To consider performing thermo-graphic imaging of electrical systems to look for hot spots that potentially could cause fires.

- Project complete.

10) **Annual Courthouse Fire Alarm System Testing**

- Testing was performed October 6th. Some areas in the original courthouse were found to have devices not sounding or lighting. These devices were noted and will be checked into for defective action or possible bad power supplies. All areas of the courthouse were found to be able to hear and see horns strobes operating even though we found some inoperable devices.

- Project complete.

11) **Sliding Glass Windows at Courthouse for Civil Process**

- After Civil Process moved into the area provided by the Circuit Clerk, staff asked to have something done with the transaction pass-through openings to keep the difference in air pressure between their space and the lobby in front of them from causing air to blow in on them. Jim provided a price to install sliding units in the area as was done by the State’s Attorney and Probation. The Sheriff’s office agreed to pay for the sliding units to be installed in these openings. Units were ordered and should be installed before the next FM Committee meeting in December.

12) **Public Safety Center Elevator Repair Project**

- The contract was signed by the vendor and the deposit was placed on October 19, 2015. The replacement cylinder will take 3-6 weeks to manufacture before it can be installed.

**ADJOURNMENT**

- Chairman Davidson asked if there was a motion to adjourn the meeting. Member Wehrli made a motion to close the meeting at 4:27 p.m. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:27 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Kendall County Fee Management

ATT: Jim

The quotation I sent over on the Kubota tractor + ATTACH were back on Gov Bid Disc Which Kendall County Qualifies for Service & Warranty will be handled at Dekane Equip

Thank you

John H. Ruh
KUBOTA DIESEL TRACTOR
BX1870/BX2370
BX2670/BX25D
Improved comfort and operability make the new sub-compact BX70 Series the best choice for all your jobs around the house and garden.

KUBOTA DeKane Equipment Corp.
47W819 U.S. Rte. #30
Big Rock, IL 60511
(830) 556-3271
Residence
(830) 556-3213
Cell
(830) 918-7829

John Ruh
Salesman
SALES QUOTATION
DEKANE EQUIPMENT CORP.
47W619 US RT. 39
BIG ROCK, IL 60511

PHONE (630) 656-3271

CUSTOMER ADDRESS

CITY

STATE

ATTENTION

WE ARE PLEASED TO QUOTE THE FOLLOWING PRODUCTS:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
</tr>
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<tbody>
<tr>
<td>1. Custom Cab for FX 2320</td>
<td>$42,500.00</td>
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<tr>
<td>Tractor, Installed</td>
<td></td>
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<tr>
<td>2. Custom Cab Fit for</td>
<td>$3,600.00</td>
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<td>Tractor</td>
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DESCRIPTION OF TRADE-IN (FREE & CLEAR OF ALL ENCUMBRANCES)

IF PROPOSAL MEETS WITH YOUR APPROVAL, KINDLY SIGN AND RETURN TO US. A COPY WILL BE RETURNED TO YOU.

PROPOSAL ACCEPTED:

DATE: 10/21/15

SIGNATURE: John H. Rock

RESPECTFULLY YOURS,

SALESMAN'S NAME

TOTAL SALES PRICE $49,150
LESS: ALLOWANCE FOR TRADE-IN
SUBTOTAL
SALES TAX (6.5%)
NET SALES PRICE
DEPOSIT
BALANCE DUE
FINANCING FEES (IF FINANCED)
FINANCED AMOUNT

ACCEPTED
DATE
**SALES QUOTATION**

**DEKANE EQUIPMENT CORP.**

47W619 US RT. 30
BIG ROCK, IL 60511

<table>
<thead>
<tr>
<th>PHONE</th>
<th>(630) 568-3271</th>
</tr>
</thead>
<tbody>
<tr>
<td>FAX NO.</td>
<td>16305563079</td>
</tr>
<tr>
<td>Oct. 15 2015 09:32AM P1/1</td>
<td></td>
</tr>
<tr>
<td>CELL #</td>
<td>(630) 918-7828</td>
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</table>

**CUSTOMER ADDRESS**
KENDALL County FAS Market

**CITY**

**STATE**
ILL

**ATTENTION**
Bruce

**FAX**
630-553-4125

WE ARE PLEASED TO QUOTE THE FOLLOWING PRODUCTS:

<table>
<thead>
<tr>
<th>DESCRIPTION</th>
<th>AMOUNT</th>
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<tbody>
<tr>
<td>1. Kubota BX 2370 4X4</td>
<td>$12,400.00</td>
</tr>
<tr>
<td>w/ Front Loader, 1700 Lights</td>
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</tr>
<tr>
<td>w/ Quick Attach + Mid PTD</td>
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<tr>
<td>1, 60' Snow Blower</td>
<td>$2,050.00</td>
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<tr>
<td>1, 47&quot; Front Mtd Broom</td>
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<tr>
<td>1, HYD ANGLE</td>
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</tbody>
</table>

**DESCRIPTION OF TRADE-IN (FREED & CLEAR OF ALL ENCUMBRANCES)**

| IF PROPOSAL MEETS WITH YOUR APPROVAL, KINDLY SIGN AND RETURN TO US. A COPY WILL BE RETURNED TO YOU. PROPOSAL ACCEPTED: |

<table>
<thead>
<tr>
<th>DATE</th>
<th>SIGNATURE</th>
</tr>
</thead>
<tbody>
<tr>
<td>10/15/15</td>
<td>John</td>
</tr>
</tbody>
</table>

| TOTAL SALES PRICE | $14,850.00 |
| LEASE: ALLOWANCE FOR TRADE-IN | |
| SUBTOTAL | |
| SALES TAX (6.5%) | |
| NET SALES PRICE | |
| DEPOSIT | |
| BALANCE DUE | |
| FINANCING FEES (IF FINANCED) | |
| FINANCED AMOUNT | |

RESPECTFULLY YOURS,

John

SALESMAN'S NAME | DATE | ACCEPTED | DATE
S


Order Package Acceptance Agreement

Customer Name/Address:

KENDALL COUNTY OF
804 W. JOHN ST STE B
YORKVILLE, IL 60560-9271

Customer's signature below constitutes Customer's acceptance of the preceding forms in this Order Package (as identified by Order Package ID S00260431 time stamped 11/12/15 12:19 PM).

For the items covered by a KMBS billed maintenance contract, Customer's signature below also acknowledges Customer's consent to "KMBS Standard Maintenance Terms and Conditions - Schedule A (Updated September 1, 2015)", available in hardcopy upon request or online at http://kmbs.konicaminolta.us/MaintenanceTerms-M93C, terms of which are incorporated into this Agreement. KMBS assumes no responsibility to pick-up, return to any party, and/or resolve any financial obligations on any existing Customer equipment except as specifically stated in this Agreement or separately executed form.

Not binding on KMBS until signed by KMBS Manager.

Authorized Customer Representative

Name: X
(Please Print)

Signature: X

Title: X

Date: X

KMBS Representative

Name: Jacob Martin
(Please Print)

Signature: J

Date: 11-12-15

KMBS Manager

Name: 
(Please Print)

Signature: 

Date: 

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.
100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbs.konicaminolta.us Form 30221-090115-05
Premier Lease Agreement

For office use only (Check one): ☐ Branch ☐ Windsor

APPLICATION NUMBER

AGREEMENT NUMBER

KONICA MINOLTA

The Premier Lease agreement ("Agreement") is written in "Plain English." The words you see and your refer to the customer (and his partners). This word "Lessor" we use and our refer to Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc., its subsidiaries and affiliates. (Suppliers)

CUSTOMER INFORMATION

FULL LEGAL NAME

KENDALL COUNTY OF

STREET ADDRESS

804 W. JOHN ST STE B

CITY

STATE

ZIP

PHONE

FAX

BILLING NAME (IF DIFFERENT FROM ABOVE)

BILLING STREETS ADDRESS

CITY

STATE

ZIP

E-MAIL

JSMILE4@CO.KENDLL.IL.US

EQUIPMENT LOCATION (IF DIFFERENT FROM ABOVE)

MULTIPLE SHIP TO LOCATIONS

*By providing a telephone number for a cellular phone or other wireless device, you are expressly consenting to receiving communications (for marketing or solicitation purposes) at that number, including, but not limited to, pre-recorded or artificial voice message calls, text messages, and calls made by an automatic telephone dialing system from Lessor and its affiliates and agents. This Express Consent applies to each such telephone number that you provide to us now or in the future and permits each call that is either voice or text.

CUSTOMER ONE GUARANTEE

The Konica Minolta equipment leased in this Agreement is covered under Konica Minolta's Customer One Guarantee. A copy of the Guarantee can be obtained at your local branch or www.kmba.konicaminolta.us.

MAKE / MODEL NO. / ACCESSORIES (Including Software Description and Supplier / Licensor if applicable)

KENDALL COUNTY (ASSESSORS) XC-22, 111 W FOX ST, YORKVILLE, IL, 60560

1 - BIZHUB C368 COPIER/PRINTER

KENDALL COUNTY (STATES ATTORNEY) XC 23, 807 W JOHN ST, YORKVILLE, IL, 60560

SEE ATTACHED SCHEDULE A

☐ See attached 'Schedule A' for additional Equipment / Accessories / Software

TERM AND PAYMENT SCHEDULE

TERM IN MONTHS

# of payments

Payment Frequency

Payment Amount

Advance Payment

60

60

☐ Quarterly ☐ Monthly

$1,913.00

($var applicable bases)

END OF LEASE OPTIONS: You will have the following options on the end of the original term, provided the Lease has not terminated early and to event of default under the Lease has occurred and is continuing.

1. Purchase the Equipment for the Fair Market Value as determined by us. 2. Renew the Lease per paragraph 1 (for renewals). 3. Return Equipment as provided in Paragraph 5 (on reversals).

THIS IS A NONCANCELLABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED.

LESSOR'S ACCEPTANCE

Konica Minolta Premier Finance

CUSTOMER ACCEPTANCE

AUTHORIZED SIGNER

TITLE

DATED

KENDALL COUNTY OF

AUTHORIZED SIGNER

DATED

CONTINUING GUARANTEE

As additional accommodation for us, Konica Minolta Premier Finance in enter into the Agreement, the undersigned ("You") unconditionally, jointly and severally, personally guaranty that the customer will make all payments and meet all obligations required under this Agreement and any supplements fully and promptly. You agree that we may make either arrangements including compromise or settlement with you and you relieve all defenses and notice of those changes and presentment, demand, and protest and will remain responsible for the payment and obligations of this Agreement. You do not have to notify you if the Lessor is in default. If the customer defaults, you will immediately pay in accordance with the default provision of the Agreement all sums due under the terms of the Agreement and will perform all the obligations of the Agreement. If it is necessary for us to proceed legally to enforce this guarantee, you expressly consent to the jurisdiction of the court set out in paragraph 13 and agree to pay all costs, including attorneys fees incurred in enforcement of this guarantee. It is not necessary for us to proceed first against you before enforcing this guarantee. By signing this guarantee, you authorize us to obtain credit bureau reports for credit and collection purposes.

PRINT NAME OF GUARANTOR

SIGNATURE (NO TITLES)

DATED

See reverse sides for additional terms and conditions

KMPF0001 - US 01/07/14
This Schedule "A" is to be attached to and become part of the Item Description for the Agreement dated _____________ by and between the undersigned and Konica Minolta Premier Finance.

<table>
<thead>
<tr>
<th>MAKE/MODEL NO.</th>
<th>ACCESSORIES</th>
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<tr>
<td>KENDALL COUNTY (STATES ATTORNEY) XC 23, 807 W JOHN ST., YORKVILLE, IL, 60560 (CONTINUED)</td>
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<td>1 - BIZHUB C454E</td>
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<td>KENDALL COUNTY (CLERKS OFFICE) XC 56, 807 W JOHN ST., YORKVILLE, IL, 60560</td>
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<td>1 - BIZHUB 454E</td>
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<td>KENDALL COUNTY (ADMIN SERVICES) XC 27, 111 W FOX, YORKVILLE, IL, 60560</td>
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<td>KENDALL COUNTY (FOREST PRESERVE) XC 28, 110 MADISON ST., YORKVILLE, IL, 60560</td>
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<td>KENDALL COUNTY (TREASURERS OFFICE) XC 57, 111 W FOX, YORKVILLE, IL, 60560</td>
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<td>1 - BIZHUB 364E</td>
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<td>KENDALL COUNTY (CIRCUIT CLERK) XC 26, 807 JOHN ST., YORKVILLE, IL, 60560</td>
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**LESSOR ACCEPTANCE**

Konica Minolta Premier Finance

**CUSTOMER VERIFICATION**

This Schedule "A" is hereby verified as correct by the undersigned, who acknowledges receipt of a copy.

KENDALL COUNTY OF

**DATE**

24717 - 01/11/2010
Addendum 1 to Konica Minolta Premier Lease Agreement  
November ___, 2015

This Addendum is to the Konica Minolta Premier Lease Agreement entered into between Konica Minolta Premier Finance, a program of Konica Minolta Business Solutions U.S.A., Inc. ("KMBS") and the County of Kendall, Illinois ("Customer"). The parties have entered into the above Lease Agreement and mutually agree to amend the terms of the Agreement as follows:

1. Page 1 of "PREMIER LEASE AGREEMENT" – the bold and all capital statement "THIS IS A NONCANCELABLE / IRREVOCABLE AGREEMENT: THIS AGREEMENT CANNOT BE CANCELED OR TERMINATED" add the following "except for an event of non appropriation". Page 1 of "PREMIER LEASE AGREEMENT" – The Section entitled "Continuing Guarantee" is stricken in its entirety.

2. Paragraph 1 entitled "LEASE AGREEMENT" – The words "and Addendum," is inserted into the third sentence after the word schedule.

3. Paragraph 1 entitled "LEASE AGREEMENT" – In the eleventh sentence, the words "between ninety (90) days and one hundred fifty (150) days" are deleted and replaced with "at least thirty (30) calendar days".

4. Paragraph 1 entitled "LEASE AGREEMENT" – In the fourteenth sentence, The following is inserted into the beginning of the sentence: "UPON WRITTEN NOTICE TO CUSTOMER AND ITS APPROVAL OF SAME,"

5. Paragraph 1 entitled "LEASE AGREEMENT" – In the sixteenth sentence, the words "including your proper legal name" are deleted and replaced with "regarding", and the words "and any other omitted factual matters" are deleted.

6. Paragraph 1 entitled "LEASE AGREEMENT" – The second to last sentence is deleted in its entirety.

7. Paragraph 2 entitled "RENT" - Insert the following first sentence: "Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.), and all terms inconsistent with said Act are hereby void."

8. Paragraph 2 entitled "RENT" – The words "along with a processing fee" are deleted from the second sentence.

9. Paragraph 4 entitled "WARRANTY DISCLAIMER" – The second sentence is replaced in its entirety with: "YOU AGREE THAT YOU HAVE SELECTED EACH ITEM OF EQUIPMENT BASED UPON SUPPLIER RECOMMENDATIONS AND DISCLAIM ANY RELIANCE UPON ANY
STATMENTS OR REPRESENTATIONS MADE BY THE LESSOR OR ANY FINANCIAL ASSIGNEE OF LESSOR.”

10. Paragraph 4 entitled “WARRANTY DISCLAIMER” – The third sentence is replaced in its entirety with: THE FINANCIAL ASSIGNEE IS LEASING THE EQUIPMENT TO YOU “AS-IS”, WARRANTIES WILL BE PROVIDED TO YOU BY THE SUPPLIER UNDER THE CUSTOMER ONE GUARANTY.”

11. Paragraph 4 entitled “WARRANTY DISCLAIMER” – Add as the last sentence: “All services to be undertaken by Supplier shall be carried out by competent and properly trained personnel of Supplier to the highest standards and to the satisfaction of Kendall County. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them.”

12. Paragraph 6 entitled “LOSS OR DAMAGE” – The following is inserted at the end of the first sentence, prior to the period: “except if such loss, destruction or damage is caused by KMBS, its officers, and employees”.

13. Paragraph 6 entitled “LOSS OR DAMAGE” – In the third sentence, the words “either (a) repair the equipment to manufacturer’s specifications, while continuing to make the lease payments during such repair period, or (b)” are inserted between the words “then” and “pay to us the present value”.

14. Paragraph 6 entitled “LOSS OR DAMAGE” – The following is deleted from the fourth sentence: “, at our option,”.

15. Paragraph 7 entitled “COLLATERAL PROTECTION AND INSURANCE” – The third sentence is deleted and replaced with the following: “If the Equipment is damaged or lost, except if such loss, destruction or damage is caused by KMBS, its officers and employees, you agree to continue to pay the amounts due and to become due hereunder without setoff or defense.”

16. Paragraph 7 entitled “COLLATERAL PROTECTION AND INSURANCE” – The fourth sentence through the end of the paragraph is deleted and replaced with “Also, we, but not any financial assignee of ours, agree to obtain comprehensive general liability and worker’s compensation insurance for both personal injury and property damage with limits no less than those required under applicable state law for the benefit of us and our officers, employees and agents who shall be performing services under this agreement. We waive any rights to recover damages from you for any injuries or damages that we and/or our officers, employees and/or agents sustain while performing services under this Agreement.”
17. Paragraph 8 entitled “INDEMNITY” – This section is deleted in its entirety and replaced with: “We are not responsible for any loss or injuries caused by the installation or use of the Equipment, except for claims caused by malfunction of, or defects in, any of the equipment manufactured by KMBS. To the extent allowable by law, you agree to hold us harmless and reimburse us for loss and to defend us against any claim for losses or injury caused by your negligence regarding the Equipment except for claims caused by malfunction of, or defects in, any of the equipment manufactured by KMBS. We reserve the right to control the defense and to approve defense counsel. This indemnity survives the expiration or termination of this Agreement.”

18. Paragraph 9 entitled “TAXES AND FEES” – This section is deleted in its entirety and replaced with the following: “You agree to provide us with evidence of your tax exempt status. We are not required to pay personal property tax as Owners of the Equipment in the State of Illinois. However, should such law change during the term of this agreement, and upon written notice from us that the applicable tax law has changes so that we would be responsible to pay personal property tax as Owners of the Equipment in the State of Illinois, you agree to reimburse us for any personal property tax that we are required to pay that is assessed against the equipment while in your actual possession until you either purchase the equipment or return the equipment to us at the end of the initial or renewal term of the agreement.”

19. Paragraph 11 entitled “DEFAULT AND REMEDIES” – In the first sentence, (a) is deleted and replaced with the following: “(a) if you do not pay any lease payment or other sum due in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)”

20. Paragraph 11 entitled “DEFAULT AND REMEDIES” - In subsection (b) of the first sentence, “or any other Agreement with us” is deleted.

21. Paragraph 11 entitled “DEFAULT AND REMEDIES” – The second sentence is deleted in its entirety.

22. Paragraph 11 entitled “DEFAULT AND REMEDIES” – Within the third sentence the words “and such default is not cured with fifteen (15) days of our notice to you” are inserted between the words “default” and “we may do”.

23. Paragraph 11 entitled “DEFAULT AND REMEDIES” – The fourth sentence “is replaced its entirety with: “We may recover interest on any unpaid balance in accordance with the Illinois Local Government Prompt Payment Act.”

24. Paragraph 11 entitled “DEFAULT AND REMEDIES” – The fifth through sixth sentences stating “We may also use any of the remedies available to us under Article 2A of the Uniform Commercial Code as enacted in the State of Lessor or its Assignee or any other law. You agree to pay our reasonable costs of collection
and enforcement, including but not limited to attorney's fees and actual court costs relating to any claim arising under this Agreement including, but not limited to, any legal action or referral for collection." Are deleted in their entirety and replaced with: "In the event of a dispute arising with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If either party is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, such party is required to use the services of an attorney, then the prevailing party shall be entitled to reasonable attorneys' fees, court costs, expenses and expert witness fees incurred pertaining thereto and in enforcement of any remedy."

25. Paragraph 11 entitled "DEFAULT AND REMEDIES" - The last sentence is deleted in its entirety.

26. Paragraph 13 entitled "CONSENT TO LAW, JURISDICTION AND VENUE" - This section is deleted in its entirety and replaced with: "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."

27. Paragraph 14 entitled "Lessee Guarantee" - The last sentence of this section is deleted.

THE FOLLOWING NEW SECTIONS ARE INSERTED INTO THE AGREEMENT:

28. Paragraph 16 entitled "NON-APPROPRIATION" - In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Supplier. In the event of a default due to non-appropriation of funds, Supplier and/or Customer has the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

29. Paragraph 17 entitled "NON-DISCRIMINATION" - Supplier, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
30. Paragraph 18 entitled “INDEPENDENT CONTRACTOR RELATIONSHIP” - It is understood and agreed that Supplier is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Kendall County. Supplier understands and agrees that Supplier is solely responsible for paying all wages, benefits and any other compensation due and owing to Supplier's officers, employees, and agents for the performance of services set forth in this Agreement. Supplier further understands and agrees that Supplier is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Supplier's officers, employees and/or agents who perform services as set forth in the Agreement. Supplier also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Supplier, Supplier’s officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Supplier, Supplier's officers, employees and agents.

31. Paragraph 19 entitled “CERTIFICATION” - Supplier certifies that Supplier, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

32. Paragraph 20 entitled “COMPLIANCE WITH STATE AND FEDERAL LAWS” - Supplier agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

33. Paragraph 21 entitled “BACKGROUND CHECKS/SECURITY” - Supplier shall exercise general and overall control of its officers, employees and/or agents. Supplier agrees that no employee of Supplier shall be assigned to perform work at Kendall County's facilities, unless Supplier has completed a criminal background investigation for such individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Supplier agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County and Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Supplier and/or Supplier’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement. Supplier shall not be liable for any delays in performance caused by removal of personnel.

In regard to activities at the Public Safety Center, Supplier understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out
of, a correctional facility, or the grounds belonging to or adjacent to the
 correctional facility, any item not specifically authorized by the correctional
 facility, such as contraband, shall be prosecuted. Subject to applicable law, all
 persons, including employees and visitors, entering upon such premises are
 subject to routine searches of their persons, vehicles, property and/or packages.
 Contraband shall include, but not be limited to, any dangerous drug, narcotic
 drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition,
 explosive or any other article whose use of or possession of would endanger the
 safety, security or preservation of order in a correctional facility or any persons
 therein. Supplier further agrees that it shall notify correctional facility personnel
 of the loss or breakage of any tools and equipment while within the facility.”

IN WITNESS WHEREOF, the parties hereto have executed this Addendum 1 to the Konica
Minolta Premier Lease Agreement on November______, 2015.

Kendall County, Illinois

By:______________________________
Print Name:_____________________
Title:___________________________
Date:___________________________

Konica Minolta Premier Finance

By:______________________________
Print Name:_____________________
Title:___________________________
Date:___________________________
# Maintenance Agreement

## Customer Information

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<tr>
<td>Address</td>
<td>804 W. JOHN ST</td>
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<tr>
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Tax Exempt Customer? | Yes | No

Tax Exemption Number: 56986-9005-07

PO Required? | Yes | No

PO Number: 

PO Expired Date: 

PO must be attached when applicable.

Individual PO | Blanket PO

PO Contact: 

Email: 

Fleet Manager? | Yes | No

Fleet Contact: 

Email: 

## Coverage / Billing Options

### Coverage Options

Select Options:
- Supply inclusive
- Staples included
- After Hours Service - Requires After Hours Agreement
- Decline Digital Connected Support

* Digital Connect Support will be added automatically billed at $12.00 per serial number monthly, unless declined above.

### Billing Options

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Effective Date: [Preferred Days] (29th, 30th, and 31st are not an available selection)

## Maintenance Pricing

### MFP

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### Comments

- BLACK AND WHITE COST PER COPY RATE WILL BE LOCKED IN FOR THE FIRST 36 MONTHS AT .007 AND COLOR LOCKED IN FOR 36 MONTHS AT .07 FOR ENTIRE FLEET.

### For Internal Use

- Maintenance: [ ] with Equipment, [ ] Order
- [ ] Maintenance Only
- [ ] Field by TMIS
- [ ] Field by Dealer
- [ ] Sales Rep

Order/Truck: 

Sales Rep Name: 

Sales Email: 

Sales Contact: 

Form: 1011-090115-06

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC. 
100 Williams Drive, Ramsey, NJ 07446 (201) 825-4000 www.kmbusa.konicaminolta.us
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This “Addendum 1” for the Maintenance Agreement is made this ________ day of _____________, 2015.

“This Maintenance Agreement is entered into incorporating the KMBS Advantage Maintenance Terms and Conditions “Schedule A” and the accompanying "Addendum 1”, entered into on or about February 19, 2010 between Konica Minolta Business Solutions U.S.A., Inc. and the County of Kendall, Illinois. As such, the aforementioned terms and conditions and addendum are incorporated into this agreement by reference and shall be controlling.”

Kendall County Of

By: _____________________
Print Name: _____________________
Title: _____________________
Date: _____________________

Konica Minolta Business Solutions

By: _____________________
Print Name: _____________________
Title: _____________________
Date: _____________________
Call to Order
The Special COW/Budget and Finance Committee was called to order by County Board Chairman John A. Shaw at 5:00p.m. who led the committee in the Pledge of Allegiance.

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

John Purcell arrived at 5:04p.m.

Members Absent: Elizabeth Flowers, Scott Gryder

Others Present: Sheriff Dwight Baird, Latreese Caldwell, Jeff Wilkins

Chairman Shaw made a motion to move the Public Comment section before the Business Section of the meeting, second by Member Gilmour.

Roll Call: Lynn Cullick – yes, Dan Koukol – yes, Jeff Wehrli – yes, Bob Davison – yes, Judy Gilmour – yes, Matthew Prochaska – aye, John Shaw - aye

Department Heads and Elected Officials Comments - None

Public Comment – Jim Frederich, Kendall County Board of Health member, described the Board of Health philosophy, provided member and advisory member professional experience and backgrounds, and the reasoning behind their responsibilities, financial decisions, actions and management of funds.

Items from Other Committees - None

Items of Business

- FY2016 Budget – Budget and Finance Committee Chair John Purcell informed the committee of the requirement of displaying the proposed county budget at the first County Board meeting in November in order to pass the budget by the end of the month.

  Latreese Caldwell briefly reviewed the FY2016 Levy Calculations and Requests, the Finance Committees proposed changes to department heads and elected officials in an attempt to reduce the deficit, and proposed changes that have yet to be discussed with the State’s Attorney and Health Department Director.

  Ms. Caldwell explained the proposed $350,000 change to the Health Department’s budget for salaries not covered by their levy, and said that the Health Department receives approximately $1,500,000 in levy funds from the Health Department Levy, the 708 Mental Health Levy and the Senior Services Levy, and their salaries total $2,500,000. The difference in what is funded
Member Wehrli asked the finance committee chair about the possibility of refinancing bonds, how the levy funds are distributed and by whom, the public safety sales tax funding the general fund, the debt service for the jail, and the three courthouse bonds, the increase of the Animal Control transfer by one-hundred and twenty-three percent, and who approved that increase. Mr. Wehrli also shared his thoughts on the payment agreement for the Health and Human Services building bond, and the savings that were realized by both the County and the Health Department.

Member Gilmour asked if any other department or office in the County pays anything toward their employee benefits, or if it is just for the Health Department. Ms. Caldwell reported that GIS pays all of their IMRF, SS and Healthcare costs, Animal Control pays all of their IMRF, Social Security and healthcare costs, VACKC pays their Social Security, healthcare costs, liability insurance, unemployment insurance and all of their bonding as well.

Ms. Gilmour asked if this is the first year that this is being done to the Health Department in this way. Ms. Caldwell explained that the Health Department pays $13,000 for their liability insurance, and that has been flat for the last eight years or so. Ms. Caldwell said that the Health Department liability and workers comp costs are in excess of $60,000 each year, and that the County has always paid for that as well. Ms. Caldwell said that she put these figures together this year to assist the Board in seeing where the proposed $350,000 amount for the Health Department benefits for salaries not covered by their levy.

Member Davidson said that he was told that over the years the Health Department gets a grant, and in that grant and there is money in that grant for wages and benefits, although the County has always paid for those expenses, and that grant money should be used to pay for the Health Department employees benefits for salaries, instead of continuing to use taxpayer money to fund these expenses.

➢ Public Safety Center/Courthouse Security System Update – Member Purcell reported that the Board voted to enter into an agreement with Dewberry regarding the Public Safety Center and Courthouse Security System updates. This agreement has been reviewed by the Facilities and Finance Committees, and has been reviewed by the State’s Attorney’s Office. Member Purcell reviewed the three items to be voted on at the County Board meeting:

1. A201-2007 Standard Form of Agreement between Owner and Architect without a Predefined Scope of Architect’s Services between Kendall County, the Kendall County Public Building Commission and Dewberry Architects, Inc.

2. B102-2007 General Conditions of the Contract for Construction between Kendall County, the Kendall County Public Building Commission and Dewberry Architects, Inc.
3. **Task Order #1 to Dewberry Architects, Inc. in the amount of $221,000.00, for the Kendall County Public Safety Center Jail and Courthouse Security Systems Replacement**

Sheriff Baird explained that the replacement would take approximately two years, but will hopefully be completed by the end of 2017.

**Other Business** - None

**Questions from the Media** – None

**Items for Committee of the Whole** – None

**Executive Session** – None needed

**Adjournment** – Member Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska.  **The meeting adjourned at 6:12p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk
November 2, 2015

John A. Shaw, County Board Chairman  
Kendall County, Illinois  
111 West Fox Street  
Yorkville, IL 60560

Dear Mr. Shaw:

We are pleased to serve as your independent auditors for the Kendall County, Illinois for the year ended November 30, 2015. The purpose of this Engagement Letter (this "Letter") is to review certain details of our engagement.

Audit Services

We will audit the financial statements and the related notes to the financial statements of the governmental activities, aggregate discretely presented component units, each major fund, and aggregate remaining fund information of Kendall County, Illinois. The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States and to report on the fairness of the schedule of expenditures of federal awards when considered in relation to the financial statements taken as a whole. Our audit will be conducted in accordance with auditing standards generally accepted in the United States (GAAS); the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States; the provisions of OMB Circular A-133, Audits of States, Local Governments and Nonprofit Organizations; the Single Audit Act Amendments of 1996; and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Kendall County, Illinois’s financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.
Accounting standards generally accepted in the United States provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement Kendall County, Illinois's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to Kendall County, Illinois's RSI in accordance with auditing standards generally accepted in the United States. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance. The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures but will not be audited:

1. Management's Discussion and Analysis

2. Schedule of Funding Progress

3. Budgetary Comparison Schedule of General Fund and Major Special Revenue Funds

We have also been engaged to report on supplementary information that accompanies Kendall County, Illinois's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

1. Schedule of Expenditures of Federal Awards

2. Combining Balance Sheet – General Fund

3. Combining Statement of Revenues, Expenditures, and Changes in Fund Balances – General Fund

4. Combining Balance Sheet – Nonmajor Governmental Funds
5. Combining Statement of Revenues and Expenditures and Changes in Fund Balance – Nonmajor Governmental Funds

6. Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Special Revenue Funds

7. Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Capital Projects Funds

8. Statement of Revenues, Expenditures, and Changes in Fund Balances – Budget and Actual – Debt Service Funds

9. Combining Balance Sheet – Discretely Present Component Units


11. Combining Statement of Changes in Assets and Liabilities – All Agency Funds

12. Schedule of Bonds Payable

13. Assessed Valuations, Tax Rates, Tax Extensions and Tax Collections

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Component Auditors

We will make reference to Mack & Associates, P.C.’s audit of Kendall County Emergency Phone Service and Communications Board and Kendall County Public Building Commission in our report on your financial statements.
Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform Kendall County, Illinois management and you of any material errors that come to our attention and any fraud, material or not, that comes to our attention. We will also inform Kendall County, Illinois management and you of any violations of law or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

We cannot perform management functions or make management decisions on behalf of your Kendall County, Illinois. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of the Kendall County, Illinois’s financial statements, but the responsibility for the financial statements remains with management.

**Management Responsibilities**

Management is responsible for the financial statements and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and
(c) unrestricted access to persons within the Kendall County, Illinois from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the Kendall County, Illinois involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Kendall County, Illinois received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.

If the Kendall County, Illinois intends to reproduce or publish these financial statements or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The Kendall County, Illinois agrees to compensate Wipfli for the time associated with such review.
Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, will be discussed with Jeff Wilkins, County Administrator. Timely completion of this work will facilitate the completion of our engagement.

**Annual Forms and Reports**

Our audit will include reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. However, this objective will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

- Internal control related to major programs and an opinion (or disclaimer of opinion) on compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996 and OMB Circular A-133, *Audits of States, Local Governments, and Non-Profit Organizations*.

Our engagement will include the preparation of the federal data collection form. The full and timely completion of requested client assistance and provision of any adjusting entries known by you are critical in meeting the prescribed due dates for these forms. Penalties may be imposed if the filing deadlines are not met. If during the course of our engagement we become aware of additional state filing requirements, we will prepare those filings. Preparation of any additional filings and reports and accounting assistance as directed by management are not part of the fees for this engagement and will be billed at our standard hourly rates.

We will prepare and submit after your approval the Annual Financial Report required by the State of Illinois Comptroller's Office.

You are responsible for making all management decisions and performing all management functions and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.
Other

We will prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

From information you will provide, we will prepare the fixed asset depreciation schedules for the year ended November 30, 2015. You are responsible for making all management decisions, performing all management functions, and for designating an individual with suitable skill, knowledge, and/or experience, preferably within senior management, to oversee these services. You are responsible for evaluating the adequacy and results of the services performed and accepting responsibility for the results. You are also responsible for establishing and maintaining internal controls, including monitoring ongoing activities.

Our fees will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Kendall County, Illinois, the fee for this engagement will be $46,600. ($44,600 for the audit and $2,000 for budget assistance.) Circumstances encountered during the conduct of the engagement that warrant additional procedures or expense could cause us to be unable to complete the engagement at the fee quoted. We will notify you of any such circumstances as they are assessed. We expect payment of our billings within 30 days after submission. Interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, will be charged on the portion of your balance that is over 30 days.

This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Kendall County, Illinois or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.
The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the Kendall County, Illinois's original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the Kendall County, Illinois should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP's audit personnel and at a location designed by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Matthew J. Schueler will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.
We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,

Wipfli LLP

Wipfli LLP

ACCEPTED: KENDALL COUNTY, ILLINOIS

By: ________________________________

__________________________________
(Print Name and Title)

Date: ________________________________
November 2, 2015

John Shaw
Kendall County
111 West Fox Street
Yorkville, IL 60560

Dear Mr. Shaw:

We are pleased to serve as your independent auditors for Kendall County (the "County") for the year ended November 30, 2015. The purpose of this Engagement Letter (this "Letter") is to review certain details of our engagement.

Audit Services

We will conduct an audit of the Illinois Downstate Operating Assistance Program's financial statements and the related notes to the financial statements. The objective of our audit is the expression of an opinion about whether the financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States and to report on the schedule of expenditures of federal and state awards. We will also report on the Illinois Downstate Operating Assistance Program's compliance with laws and regulations and provisions of contracts and grant agreements and internal controls over financial reporting. Our audit will be conducted in accordance with auditing standards generally accepted in the United States (GAAS) and will include tests of the County's accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the County's financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with County management and you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. At the conclusion of our audit, we will require certain written representations from management about the financial statements and related matters.
We will conduct the audit in accordance with GAAS; and the financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States, to comply with the requirements of the Illinois Department of Transportation Division of Public and Intermodal Transportation.

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may not be detected even though our audit is properly planned and performed in accordance with applicable standards. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform County's management and you of any material errors that come to our attention and any fraud, material or not, that comes to our attention. We will also inform County's management and you of any violations of law or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards. In addition, financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States, to comply with the requirements of the Illinois Department of Transportation Division of Public and Intermodal Transportation require us to obtain an understanding of internal controls over compliance for the Illinois Downstate Operating Assistance Program and determine, on a test basis, whether laws, regulations, and provisions of grants and contracts material to the program have been complied with.
We cannot perform management functions or make management decisions on behalf of your County. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application, but the responsibility for the financial statements remains with management.

Management Responsibilities

Management is responsible for the financial statements and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the County from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the Illinois Downstate Operating Assistance Program involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Illinois Downstate Operating Assistance Program received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the County complies with applicable laws, regulations, contracts, and grants and for establishing and maintaining internal controls over financial reporting and compliance.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.
Assistance to be supplied by County personnel, including the preparation of schedules and analysis of accounts, will be discussed with Jeff Wilkins. Timely completion of this work will facilitate the completion of our engagement.

If the County intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The County agrees to compensate Wipfli for the time associated with such review.

**Reporting**

Based on the results of our audit, we expect to prepare and issue the following reports:

- An opinion on the financial statements of the Illinois Downstate Operating Assistance Program.

- An opinion on compliance with requirements applicable to the Illinois Downstate Operating Assistance Program and report on internal control over compliance in accordance with financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States, to comply with the requirements of the Illinois Department of Transportation Division of Public and Intermodal Transportation.

**Other Services**

We will prepare (or assist in preparing) a draft of your financial statements and related notes. In accordance with financial reporting provisions of the Illinois Department of Transportation Division of Public and Intermodal Transportation, which is a basis of accounting other than accounting principles generally accepted in the United States, to comply with the requirements of the Illinois Department of Transportation Division of Public and Intermodal Transportation, you will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.
Other

Our fees will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of your County, the fee for the audit services will be $2,600. Circumstances encountered during the conduct of the engagement that warrant additional procedures or expense could cause us to be unable to complete the engagement at the fee quoted. We will notify you of any such circumstances as they are assessed. We expect payment of our billings within 30 days after submission. Interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, will be charged on the portion of your balance that is over 30 days.

This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against the County or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the County’s original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the County should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP’s audit personnel and at a location designated by our firm.

We will notify you of any such inquiries or requests and of our reply thereto.

Matthew J. Schueler will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.
Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state.

If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this Letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,

Wipfli LLP

Wipfli LLP

ACCEPTED: KENDALL COUNTY

By: ________________________________

__________________________________
(Print Name and Title)

Date: ________________________________
November 2, 2015

John A. Shaw, County Board Chairman
Kendall County Circuit Clerk
111 West Fox Street
Yorkville, IL 60560

Dear Mr. Shaw:

We are pleased to serve as your independent auditors for the Kendall County Circuit Clerk for the year ended November 30, 2015. The purpose of this Engagement Letter (this “Letter”) is to review certain details of our engagement.

Audit Services

We will audit the financial statements and the related notes to the financial statements of Kendall County Circuit Clerk. The objective of our audit is the expression of an opinion about whether your financial statements are fairly presented, in all material respects, in conformity with accounting principles generally accepted in the United States. We will conduct the audit in accordance with auditing standards generally accepted in the United States (GAAS) and the standards for financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States, the annual audit requirements included in the Clerks of Court Act (Act); and the Circuit Clerk Audit Guidelines as noted by the Act; and will include tests of your accounting records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our audit of the Kendall County Circuit Clerk’s financial statements. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add an emphasis-of-matter or other-matter paragraph. If our opinion is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed an opinion, we may decline to express an opinion or to issue a report as a result of this engagement. At the conclusion of our audit, we will require certain written representations from you about the financial statements and related matters.

We have also been engaged to report on supplementary information that accompanies Kendall County Circuit Clerk’s financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other
records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States and will provide an opinion on it in relation to the financial statements as a whole:

1. Statement of Changes in Assets and Liabilities


An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

Because of the inherent limitations of an audit combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there exists an unavoidable risk that some material misstatements may exist and not be detected even though our audit is properly planned and performed in accordance with GAAS. In addition, an audit is not designed to detect immaterial misstatements or violations of law or government regulations that do not have a direct and material effect on the financial statements. However, we will inform Kendall County Circuit Clerk management and you of any material errors that come to our attention and any fraud, material or not, that comes to our attention. We will also inform Kendall County Circuit Clerk management and you of any violations of law or government regulations that come to our attention, unless clearly inconsequential. Our responsibility as auditors is limited to the period covered by our audit and does not extend to any later periods for which we are not engaged as auditors.

Our audit will include obtaining an understanding of the entity and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements, and to design the nature, timing, and extent of further audit procedures to be performed. An audit is not designed to provide assurance on internal control or to identify deficiencies in internal control. However, during the audit, we will communicate to management and you internal control related matters that are required to be communicated under professional standards.

We cannot perform management functions or make management decisions on behalf of your Kendall County Circuit Clerk. However, we may provide advice and recommendations to assist management in performing its functions and fulfilling its responsibilities. We may advise management about appropriate accounting principles and their application and may assist in the preparation of the Kendall County Circuit Clerk's financial statements, but the responsibility for the financial statements remains with management.
Management Responsibilities

Management is responsible for the financial statements and underlying financial records and for establishing and maintaining internal controls, including monitoring ongoing activities; for the selection and application of accounting principles; and for the preparation and fair presentation of the financial statements in conformity with accounting principles generally accepted in the United States. Management is also responsible for making all financial records and related information available to us, for the accuracy and completeness of that information, and for providing us with (a) access to all information of which it is aware that is relevant to the preparation and fair presentation of the financial statements, (b) additional information that we may request for the purpose of the audit, and (c) unrestricted access to persons within the Kendall County Circuit Clerk from whom we determine it necessary to obtain audit evidence.

Management is responsible for adjusting the financial statements to correct material misstatements and for confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole.

Management is responsible for the preparation of the supplementary information in conformity with accounting principles generally accepted in the United States. You agree to include our report on the supplementary information in any document that contains, and indicates that we have reported on, the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon OR make the audited financial statements readily available to users of the supplementary information no later than the date the supplementary information is issued with our report thereon.

Management is responsible for the design and implementation of programs and controls to prevent and detect fraud and for informing us about all known or suspected fraud affecting the Kendall County Circuit Clerk involving (a) management, (b) employees who have significant roles in internal control, and (c) others where the fraud could have a material effect on the financial statements. You are also responsible for informing us of your knowledge of any allegations of fraud or suspected fraud affecting the Kendall County Circuit Clerk received in communications from employees, former employees, regulators, or others. In addition, management is responsible for identifying and ensuring that the entity complies with applicable laws and regulations.

As required by GAAS, at the close of the audit we will request from management certain written confirmation concerning oral and written representations made to us in connection with the audit in order to indicate and document the continuing appropriateness of such representations and reduce the possibility of misunderstanding.
If the Kendall County Circuit Clerk intends to reproduce or publish these financial statements, or any portion thereof whether in paper or electronic form subsequent to anticipated year-end filings, and make reference to our firm name in connection therewith, management agrees to provide us with proofs in sufficient time for our review and written approval before printing. If in our professional judgment the circumstances require, we may withhold our approval. The Kendall County Circuit Clerk agrees to compensate Wipfli for the time associated with such review.

Assistance to be supplied by your personnel, including the preparation of schedules and analysis of accounts, will be discussed with Robyn Ingemunson, Circuit Clerk. Timely completion of this work will facilitate the completion of our engagement.

**Annual Forms and Reports**

Our audit will include reporting on:

- Internal control related to the financial statements and compliance with laws, regulations, and the provisions of contracts or grant agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*. However, this objective will not be to provide an opinion on overall compliance, and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

- Independent accountant’s report on compliance with the annual audit requirements included in the Clerks of Count Act (Act); and the Circuit Clerk Guidelines.

**Other**

We will prepare a draft of your financial statements and related notes. You will be required to review and approve those financial statements prior to their issuance and have a responsibility to be in a position in fact and appearance to make an informed judgment on those financial statements. Further, you are required to designate a qualified management-level individual to be responsible and accountable for overseeing our services.

Our fees will be billed as work progresses, and progress billings may be submitted. Based upon our discussions with representatives of Kendall County Circuit Clerk, the fee for this engagement will be $4,100. Circumstances encountered during the conduct of the engagement that warrant additional procedures or expense could cause us to be unable to complete the engagement at the fee quoted. We will notify you of any such circumstances as they are assessed. We expect payment of our billings within 30 days after submission. Interest at the lesser of 1% per month or the maximum rate permitted by law, except where prohibited by law, will be charged on the portion of your balance that is over 30 days.
This engagement includes only those services specifically described in this Letter; any additional services not specified herein will be agreed to in a separate letter. This engagement is separate and discrete from our engagement to audit any prior or future years, and any such engagements are or will be covered by a separate engagement letter. In the event you request us to, or we are required to, respond to a subpoena, court order, government regulatory inquiries, or other legal process against Kendall County Circuit Clerk or its management for the production of documents and/or testimony relative to information we obtained and/or prepared during the course of this or any prior engagements, you agree to compensate us for all time we expend in connection with such response, at our regular rates, and to reimburse us for all related out-of-pocket costs that we incur.

The working papers prepared in conjunction with our audit are our property and constitute confidential information. They will be retained by us in accordance with our policies and procedures. All of the Kendall County Circuit Clerk’s original records will be returned to management at the end of this engagement. Our working papers and files are not a substitute for the original records the Kendall County Circuit Clerk should retain. We understand that we are authorized to respond directly to inquiries from the cognizant agencies including requests to review audit workpapers. Access to the requested workpapers will be provided to the cognizant agencies under the supervision of Wipfli LLP’s audit personnel and at a location designed by our firm. We will notify you of any such inquiries or requests and of our reply thereto.

Matthew J. Schueler will be your audit engagement partner.

Professional and certain regulatory standards require us to be independent, in both fact and appearance. Any discussions that you have with Wipfli personnel regarding employment could pose a threat to our independence. Therefore, we request that you inform us immediately prior to any such discussions so that we can implement appropriate safeguards to maintain our independence.

In order for us to remain independent, professional and regulatory standards require us to maintain certain respective roles and relationships with you with respect to any nonattest services we may be asked to perform. Prior to performing such services in conjunction with our audit, management must acknowledge its acceptance of certain responsibilities.

Whenever possible, each provision of this Letter shall be interpreted in such a manner as to be effective and valid under applicable laws, regulations, or published Interpretations, but if any provision is deemed prohibited, invalid, or otherwise unenforceable, such provision shall be ineffective only to the extent of such prohibition, invalidity, or unenforceability and such revised provision shall be made a part of this Letter. Further, the provisions of the foregoing sentence shall not invalidate the remainder of this Letter. This Letter shall be construed and governed in accordance with laws of the state in which the Wipfli office issuing this Letter is located, as determined by the address indicated on this Letter, and proper jurisdiction and venue for any matter hereunder shall be the state or federal courts of that state.
If the above terms are acceptable to you and the services outlined are in accordance with your requirements, please return a signed copy of this letter to us.

We look forward to our continued association with you and your staff and appreciate the opportunity to serve you. Please do not hesitate to call us if you have any questions about the work we are to perform or any other aspect of the services we can provide.

Sincerely,

Wipfli LLP

Wipfli LLP

ACCEPTED: KENDALL COUNTY CIRCUIT CLERK

By: ________________________________

__________________________________
(Print Name and Title)

Date: ______________________________
RESOLUTION NO. __________________

RESOLUTION ESTABLISHING A FIXED ASSET CAPITALIZATION POLICY

WHEREAS, the County of Kendall, Illinois, is in receipt of recommendation from its auditors, suggesting that the County establish a policy whereby all purchases over a specific dollar amount and which have a useful life of two years or more are capitalized; and

WHEREAS, the County Board of the County of Kendall has reviewed and considered the recommendations of the auditors and desires to establish a capitalization policy.

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

Section 1. The Capitalization Policy attached hereto and incorporated herein is and shall be the policy of the County of Kendall, until such time as it is amended by action of the County Board.

Section 2. All Resolutions and parts of Resolutions in conflict herewith are to the extent of such conflict hereby repealed.

Section 3. This Resolution shall be in full force and effect from and after its passage and approval.

Passed by the County Board of the County of Kendall, on the 17th day of November, 2015.

Approved: ________________________________
John A. Shaw, County Board Chairman

Attest: ________________________________
Debbie Gillette, County Clerk
County of Kendall
Fixed Asset and Capitalization Policy

Purpose

Capital assets, which include property and buildings, building improvements, vehicles, machinery, equipment, and infrastructure assets (e.g. roads, bridges and similar items), are reported in the applicable governmental activities column in the government-wide financial statements.

Capital Asset definition

Capital assets, are defined by the County as assets with an initial, individual cost of more than the threshold identified below and an estimated useful life in excess of two years.

- Buildings and related properties $25,000
- Improvements to buildings and sites $25,000
- Vehicles, machinery, equipment $ 5,000
- Infrastructure $50,000

Capitalization method and procedure

As the County constructs or acquires additional capital assets each period, including infrastructure assets, they are capitalized and reported at historical cost. The reported value excludes normal maintenance and repairs to capital assets that do not increase the capacity or efficiency of the item or increase its estimated useful life beyond two years. Donated capital assets are recorded at their estimated fair value at the date of donations.

Land and construction in progress are not depreciated. The other property, building, equipment, and infrastructure of the primary government are depreciated using the straight line method over the following estimated useful lives:

- Buildings and related properties 30 to 50 years
- Improvements to buildings and sites 30 to 50 years
- Vehicles, machinery and equipment 5 to 10 years
- Infrastructure 10 to 50 years