1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
   A. Approval of a Maintenance and Service Agreement between the County of Kendall and the Kendall County Sheriff and Accurate Controls, Inc. effective from January 28, 2014 through January 28, 2016 for the amount of $9,112.04
   B. Approve Ordinance Providing for the Submission to the Electors of the County of Kendall, IL at the March 18, 2014 election the Question whether the County should have the Authority under 20 ILCS 3855/1-92, to Arrange for the Supply of Electricity for its Residential and Small Commercial Retail Customers who have not Opted Out of Such Program
11. New Business
    A. Approval of Policy Proposal with IL Counties Risk Management Trust for Property, Liability and Worker’s Compensation Coverage for FY 2014 in an amount not to exceed $851,000
12. Elected Officials Report and Other Department Reports
    A. Sheriff
    B. County Clerk
    C. Treasurer
    D. Clerk of the Court
    E. State’s Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
13. Standing Committee Reports
    A. Planning, Building & Zoning
       1. Approve invoice for $2,700 to Wilkinson Excavating for Construction in Fields of Farm Colony-Final close out
       2. Approve Petition 13-17: Granting a special use at 16895 Lisbon Center Road for a small poultry and small animal processing plant that is USDA approved
    B. Public Safety
    C. Administration/HR
       1. Approval of Educational Reimbursement Policy
       2. Approval of Employee Handbooks Revisions to Benefit Sections
    D. Highway
       1. Award Elburn Coop bid for Bulk Fuel, including both 89-Octane Gasoline and Ultra Low Sulfur Diesel Fuel, for contract period from December 1, 2013 to November 30, 2014, at bid price of $2.731 per gallon for gas and $3.204 per gallon for diesel and total bid price of $107,776
       2. Approve Intergovernmental Agreement relating to the maintenance of parts of Vine Street and Church Street within the corporate limits of the Village of Millington
       3. Approve Agreement to hire Mathewson Right-of-Way Company to negotiate acquisition of parcels on the Eldamain Road Extension Project in the amount of $137,500
4. Approve Agreement between Kendall County and IDOT governing the intersection improvements proposed at Illinois Route 126 and Ridge Road

5. Approve the Kendall County Long Range Transportation Plan update

E. Facilities Management
F. Finance Committee
   1. Approve Claims in the amount of $2,593,495.67

G. Committee of the Whole
   1. Approve Agreement with Huff & Huff, Inc for professional services to remediate UST issues with IEPA at the Highway Department for a not-to-exceed cost of $42,625
   2. Approve Lease Agreement between Kendall County and Kendall County Board of Health for space at 811 West John Street in the amount of $145,814 per year for 19 years, to begin on December 1, 2013

H. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. UCCI
   E. Board of Health
   F. River Valley Workforce Investment Board

15. Other Business

16. Chairman’s Report

   Appointments
   Nels Moe – Big Slough Drainage District – 3 year term – expires November 2016

   Announcements
   Scott Gryder – Highway – replacing Matt Prochaska

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 15, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers (9:09), Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 9/17/13. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Member Wehrli 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.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall stated that the month of September was not bad; they are working on the budget. There were 2 significant arrests through the help of the investigative unit for taking cemetery urns. The out of county rent brought in $115,000.

County Clerk

Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>01010061205</td>
<td>County Clerk Fees</td>
<td>1,923.00</td>
</tr>
<tr>
<td>01010061210</td>
<td>County Clerk Fees - Marriage Licence</td>
<td>1,620.00</td>
</tr>
<tr>
<td>01010061210</td>
<td>County Clerk Fees - Civil Union</td>
<td>30.00</td>
</tr>
<tr>
<td>01010061210</td>
<td>County Clerk Fees - Misc</td>
<td>910.50</td>
</tr>
<tr>
<td>01010061210</td>
<td>County Clerk Fees - Recording</td>
<td>30,033.00</td>
</tr>
<tr>
<td>01010001185</td>
<td>Total County Clerk Fees</td>
<td>34,516.50</td>
</tr>
<tr>
<td>01010001185</td>
<td>County Revenue</td>
<td>30,170.75</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>18,732.50</td>
</tr>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>31,612.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>3,948.00</td>
</tr>
<tr>
<td>01010001185</td>
<td>Interest</td>
<td>48.03</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>5,532.75</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>16,389.00</td>
</tr>
<tr>
<td>CK # 17429</td>
<td>To KC Treasurer</td>
<td>140,949.53</td>
</tr>
</tbody>
</table>
Treasurer, Jill Ferko stated revenues are coming in on target. They sent out delinquent notice, there are just under 1,700 delinquent parcels at this time. The tax sale has been set for November 14th.

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 09/30/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$322,852</td>
<td>102.52%</td>
<td>$280,277</td>
<td>88.98%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$2,220,823</td>
<td>114.30%</td>
<td>$1,946,724</td>
<td>108.15%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$346,061</td>
<td>101.78%</td>
<td>$313,380</td>
<td>92.17%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$741,058</td>
<td>78.25%</td>
<td>$789,349</td>
<td>81.38%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$394,039</td>
<td>98.51%</td>
<td>$357,591</td>
<td>94.10%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$975,166</td>
<td>81.26%</td>
<td>$1,084,635</td>
<td>83.43%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$424,511</td>
<td>77.18%</td>
<td>$437,844</td>
<td>78.15%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$33,208</td>
<td>83.02%</td>
<td>$39,005</td>
<td>92.17%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$16,969</td>
<td>48.48%</td>
<td>$24,530</td>
<td>69.06%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$948,733</td>
<td>86.21%</td>
<td>$914,762</td>
<td>93.18%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$2,094,926</td>
<td>87.29%</td>
<td>$2,036,107</td>
<td>84.84%</td>
</tr>
<tr>
<td>County Real Estate Transfer Tax</td>
<td>$190,000</td>
<td>$294,598</td>
<td>155.05%</td>
<td>$192,783</td>
<td>113.40%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$782,460</td>
<td>97.20%</td>
<td>$687,543</td>
<td>91.67%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$579,153</td>
<td>82.50%</td>
<td>$635,552</td>
<td>141.32%</td>
</tr>
</tbody>
</table>

**TOTALS** | $10,974,464 | $10,182,956 | 92.78% | $9,740,264 | 92.75% |

| Public Safety Sales Tax | $4,200,000 | $3,691,507 | 87.89% | $3,617,637 | 90.44% |
| Transportation Sales Tax | $4,200,000 | $3,691,507 | 87.89% | $3,617,637 | 90.44% |

*Includes major revenue line items excluding real estate taxes which are

Co Board 10/15/2013
to be collected later. To be on Budget after 10 months the revenue and expense should at 83.33%.

EXPERIENCES:

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>$26,336,375</th>
<th>$20,908,793</th>
<th>79.38%</th>
</tr>
</thead>
<tbody>
<tr>
<td>Clerk of the Court</td>
<td>$20,908,793</td>
<td>79.39%</td>
<td></td>
</tr>
</tbody>
</table>

Clerk of the Court

Circuit Clerk, Becky Morganegg informed that the annual case filing report will be done at the end of the year. They are current with the processing of the court records.

State's Attorney

State's Attorney, Eric Weis did not have anything new to report and expressed his thanks to Jim Smiley and his staff for the setting up of the filing cabinets.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths....</td>
<td>245</td>
<td>221</td>
</tr>
<tr>
<td></td>
<td>Total Deaths......</td>
<td>11%</td>
</tr>
<tr>
<td>Autopsies to Date......</td>
<td>19</td>
<td>15</td>
</tr>
<tr>
<td></td>
<td>Autopsies....</td>
<td>27%</td>
</tr>
<tr>
<td>Toxicology Samples....</td>
<td>18</td>
<td>19</td>
</tr>
<tr>
<td></td>
<td>Toxicology Samples..</td>
<td>-16%</td>
</tr>
<tr>
<td>Cremation Permits.....</td>
<td>124</td>
<td>99</td>
</tr>
<tr>
<td></td>
<td>Cremation Permits...</td>
<td>25%</td>
</tr>
</tbody>
</table>

Health Department

Dr. Tokars informed the board that the Health Department has a number of safety protocols and one of them is an active shooter protocol. They are going to be running a shooter drill for staff.

Superintendent of Assessments

Supervisor of Assessments, Andy Nicoletti informed the board that the Menards Warehouse has a 2012 PTab appeal. Menards is looking for a $9,594,881 reduction in the assessed value. The county's portion of any refund that may occur is $73,679 if the PTab appeal is successful. Any intervening petitions have to be submitted to PTab by October 26th. Mr. Nicoletti stated that Menards is on for $49 million market value and that they have two appraisals - $20 million and $21.9 million.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Change order to Wilkinson Excavating

Member Purcell moved to approve the change order for $1,800 to Wilkinson Excavating for construction in Fields of Farm Colony. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voted aye. Motion carried.

Approve Invoice to Wilkinson Excavating

Member Flowers moved to approve the invoice for $62,105 to Wilkinson Excavating for construction in Fields of Farm Colony. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voted aye. Motion carried.

Administration/HR

Member Gilmour reviewed the minutes from the October 3, 2013 meeting.
**Dental Coverage Plan**
Member Gilmour moved to approve the dental coverage plan with MetLife. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Health Coverage Plan**
Member Flowers moved to approve the health coverage plan with Blue Cross Blue Shield of Illinois. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Highway**
Member Koukol reviewed the minutes from the October 9, 2013 meeting.

**Facilities**

**Award Bid to Commercial Mechanical**
Member Koukol made a motion to award bid to Commercial Mechanical, Inc. for the County Office Building roof and systems upgrades in an amount not to exceed $757,900.00. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Approve contract with Commercial Mechanical**
Member Koukol made a motion to approve the contract between Kendall County and Commercial Mechanical, Inc. for the County Office Building roof and systems upgrades in an amount not to exceed $757,900.00.

State’s Attorney, Eric Weis stated that they are still working on the contract review. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Approve architectural engineering fee to Kluber Inc.**
Member Koukol made a motion to approve the architectural engineering fee to Kluber Inc. for the County Office Building roof and systems upgrades in an amount not to exceed $74,320.00. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Approve master agreement with Wold Architects**
Member Koukol made a motion to approve a master agreement between Kendall County, the Kendall County Public Building Commission and Wold Architects and Engineers for possible future architectural and engineering services. Member Purcell seconded the motion.

State’s Attorney, Eric Weis stated that they just received the contract from Wold; the contract is going to be limited to $25,000 because the county does not have a prior agreement with them. The contract is being reviewed by the State’s Attorney’s Office. Member Wehrli made a motion to table the motion to approve a master agreement between Kendall County, the Kendall County Public Building Commission and Wold Architects and Engineers for possible future architectural and engineering services. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell. Motion carried 9-1.

**Grant application to DCEO**
Member Koukol made a motion for the authorization to submit a grant application to DCEO for public sector energy efficiency funding in the approximate amount of $7,000.00. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

**Finance**

**CLAIMS**
Member Purcell moved to approve the claims submitted in the amount of $1,331,438.21. Member Flowers 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 they discussed the budget.

Labor & Grievance

Member Flowers reviewed the minutes in the packet from the September 30, 2013 meeting.

Committee of the Whole

Chairman Gilmour reviewed the minutes in the packet from the October 10, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they reviewed the projected end of the existence of the Public Building Commission which will go out in 2015. They reviewed the audit company to make sure they have a contract with them. They talked about possible funding the Public Safety Center floors.

VAC

Member Wehrli stated that they did not have a meeting.

Historic Preservation

Chairman Wehrli stated that they discussed the possible changes in the ordinance to be able to a certified local government, which would allow tax benefits and possible grant money to restore/preserve houses that would meet the criteria.

UCCI

Member Prochaska stated that the next meeting is on October 19th. The topics on the agenda include personnel codes and oil and gas recovery.

Board of Health

Member Wehrli reported that they are continuing to work on the budget. They have been working on a possible lease situation for the Health Building.

River Valley Workforce Investment Board

Member Koukol stated that they did not have a meeting. There will be training for all new board members.

CHAIRMAN'S REPORT

Announcements

Walter Werdenich – Special Use Hearing Officer

John A Shaw – Public Building Commission – 5 year term – expires September 2018

Karen Clementi – Zoning Board of Appeals – 5 year term – expires September 2018

Co Board 10/15/2013 - 5 -
ADJOURNMENT

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

Approved and submitted this 23rd day of October, 2013.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
MAINTENANCE AND SERVICE AGREEMENT
(Security Automation Systems)

THIS AGREEMENT executed on this the ___ day of ____________, 201__, but agreed to be effective from and after the __28th__ day of __January__, 2014, by and between the County of Kendall and the Kendall County Sheriff's Office (hereinafter "Client"), and ACCURATE CONTROLS, INC. (hereinafter "ACI").

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual promises and agreements contained herein, Client hires ACI and ACI agrees to work for Client under the terms and conditions hereby agreed upon by the parties.

SECTION 1 – Scope of Services

ACI agrees to perform maintenance services for the Security Automation Systems, installed by ACI, at the Client’s facility located at 1102 Cornell Lane, Yorkville, IL 60560.

ACI agrees to perform the work for the Client on the terms and conditions set forth in this agreement and as defined under the following Plans.

It is recommended that the client provide an internet link for remote access so ACI can better support the client’s facility.

BRONZE PLAN:

Provide online, twenty-four (24) hours per day, seven (7) days per week, telephone technical assistance, and provide one (1) scheduled annual maintenance visit. Annual maintenance visit will include one qualified technician for a limit of two (2) days, 8:00 am until 4:30 pm (including a lunch break thirty (30) minutes during the work day) to inspect and adjust any equipment scheduled by the Client or deemed necessary by the inspecting technician. This visit will include a routine check of all security control systems installed by ACI as outlined on the attached Scheduled Routine Maintenance Checklist. The scheduled maintenance date shall be determined at the beginning of the contract.

<table>
<thead>
<tr>
<th>Plan Description</th>
<th>Typical Cost</th>
<th>Contract</th>
</tr>
</thead>
<tbody>
<tr>
<td>ANNUAL FEE (for 1 year contract):</td>
<td>$6,815.40</td>
<td>$4,649.00</td>
</tr>
<tr>
<td>TWO YEAR FEE* (for 2 year contract):</td>
<td>$12,860.34</td>
<td>$9,112.04</td>
</tr>
<tr>
<td>THREE YEAR FEE* (for 3 year contract):</td>
<td>$18,699.99</td>
<td>$13,249.65</td>
</tr>
</tbody>
</table>

*The two (2) year contract is equal to the Annual Fee multiplied by two (2), less a two percent (2%) incentive discount. The three year contract is equal to the Annual Fee multiplied by three (3), less five percent (5%) incentive discount.

Any additional visits made by ACI’s maintenance staff will be provided and billed by hour, travel and per diem as referenced in the attached (Schedule A). In addition, ACI will
service door control hardware installed by others on a time and material basis only. See Attached Time and Material (Schedule A).

SECTION 2 – Term of Agreement

☐ Option #1 Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twelve (12) months from the effective start date of the contract.

☑ Option #2 Client agrees to hire ACI to perform the services and work as stated in Section 1 of this contract for a period of twenty-four (24) months from the effective start date of the contract.

Maintenance and Service Agreement may be renewed between Client and ACI thirty (30) days prior to the expiration of subject contract. Terms and Conditions of extended contract are subject to change and will be presented to the Client in a new Maintenance and Service Agreement offered by ACI at that time.

SECTION 3 – Payment Terms

3.1 ACI's payment terms shall be as follows:
   a. All payments to ACI shall be made in compliance with the Illinois Local Government Prompt Payment Act. 50ILCS 505/1, et seq.

   b. Contract billing shall be as follows:
      1. 1 Year Plan: Shall be billed in full at initiation of contract.
      2. 2 Year Plan: Shall be billed in two (2) installments. First installment, equal to fifty five percent (55%) of the total contract amount, billed at initiation of contract and final installment equal to forty five percent (45%) of the total contract, billed one (1) year from date of first billing.
      3. 3 Year Plan: Shall be billed in three installments. The first installment, equal to forty five percent (45%) of the total contract amount, billed at initiation of contract. Second installment equal to thirty five percent (35%) of the total contract amount shall be billed one year from date of first billing. Final installment equal to twenty percent (20%) of the total contract amount shall be billed two (2) years from date of first billing.

   Any additional replacement equipment, any emergency visits and door hardware service work will be invoiced at the time of the service call.

3.2. Late fees may be subject to increase.

SECTION 4 – Maintenance Services
In case of emergency, ACI will promptly respond to the Client's call for services and an emergency call-out telephone contact number will be provided and manned twenty four (24) hours a day throughout the contract. On-site services shall be provided within twenty four (24) hours as deemed required by ACI.

Except in emergency, maintenance services will normally be carried out between the hours of 8:00 am to 4:30 pm on weekdays.

Major maintenance services will be undertaken during hours as agreed in advance between the Client and ACI.

SECTION 5 – Standard of Services

5.1 All services to be undertaken by ACI shall be carried out by competent and properly trained personnel of ACI to the highest standards and to the reasonable satisfaction of the Client. 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.

5.2 Accurate Controls, Inc. will not replace or warrant hardware, which is damaged due to client's negligence, fire, natural disasters or vandalism.

5.3 ACI agrees to comply with any and all applicable federal, state or 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, or location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.

SECTION 6 – Unacceptable Services or Contractor's Personnel

6.1 Any services which are not performed in accordance with the requirements of the Contract shall, upon request by Client, promptly be re-performed free of charge.

6.2 Any personnel of ACI who are, in the Client's reasonable opinion, incompetent or in any other way unacceptable (including, but not limited to, those situations articulated in Section 9.1) shall promptly be replaced by acceptable personnel at no cost to the Client.

SECTION 7 - Reports

7.1 ACI shall submit regular reports to the Client detailing services carried out, repairs and adjustments made, condition of equipment, and other information which the Client may from time to time reasonably require.

SECTION 8 – Spare Parts

8.1 ACI shall at all times keep a listing of all spare parts sufficient for all service and repair work as may become necessary during the Contract period. ACI will order
parts for next day delivery from its manufacturers, suppliers and distributors.

Any parts required to be replaced during scheduled quarterly maintenance calls by ACI, shall be called in to ACI by Client no later than seven (7) business days prior to the scheduled quarterly maintenance call.

SECTION 9 – Liability of the Contractor

9.1 ACI is an Independent Contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. ACI understands and agrees that Vendor is solely responsible for paying all wages, benefits and any other compensation due and owing to ACI’s officers, employees, and agents for the performance of services set forth in the Agreement. ACI further understands and agrees that ACI is solely responsible for making all required payroll deductions and other tax and wage withholding pursuant to state and federal law for ACI’s officers, employees and/or agents who perform services as set forth in the Agreement. ACI also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of ACI, ACI’s officers, employees and agents and agrees that Client is not responsible for providing any insurance coverage for the benefit of ACI, ACI’s officers, employees and agents. ACI hereby indemnifies and agrees to waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Client, Kendall County, past, present and future board members, officials, employees, insurers, and agents for any alleged injuries that ACI, its officers, employees and/or agents may sustain while performing services under the Agreement.

ACI shall exercise general and overall control of its officers, employees. For public security purposes, ACI further agrees that it shall not assign any individual to perform work on-site at Kendall County unless ACI has completed a criminal background investigation for each individual to be performing work on-site at Kendall County. 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, ACI agrees that it shall not assign the individual to perform work on-site at Kendall County absent prior consent from Client. Client, at any time and in Client’s sole discretion, may require ACI to remove any individual from performing any further work on-site under this Agreement. Should Client have a complaint regarding the performance of the services or the behavior of ACI’s officers, employees and/or agents performing services under this Agreement, or should Client request a change in the manner in which services are being performed pursuant to this Agreement, Client shall transmit the same to ACI’s on-site foreman and/or to any other member of ACI’s management, who shall take immediate action and shall resolve the problem to Client’s satisfaction. ACI’s failure to take immediate action and/or to resolve the problem to Client’s satisfaction may result in a material breach of the Agreement.

9.2 ACI shall at its own expense arrange and maintain insurance to cover its liability under this Contract. ACI will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be canceled or
changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, ACI shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker’s Compensation and Occupational Disease, Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer’s comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Kendall County shall be named as Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

SECTION 10 – Independent Contractor

10.1 ACI shall, in the performance of all obligations under this Contract, act in the capacity of an independent Contractor and not as agent for the Client.

SECTION 11 – Termination

11.1 This Contract may be terminated at any time by the Client giving not less than thirty (30) days written notice to ACI. In the event that this contract is terminated prior to its expiration, the client will be entitled to a refund of its fees paid in advance as follows: For each scheduled visit not completed by ACI, the client will be refunded $1,316.00. In addition, the remainder of the contract total less the cost of scheduled on-site visits completed shall be refunded on a per diem basis (remaining contract total divided by total contract days multiplied by contract days used.)

11.2 This Contract may, notwithstanding any other provisions, be terminated by the Client forthwith at any time in the event of ACI’s default, breach of contract, bankruptcy, receivership, or liquidation.

11.3 This Contract may also be terminated by ACI at any time in the event of the Client being more than sixty (60) days overdue with payment, when taking into account the Illinois Local Government Prompt Payment Act (50ILC 505/1 et seq.) or in the event of the Client’s bankruptcy, receivership or liquidation. Should ACI choose to exercise this option, it shall first notify Client in writing fourteen (14) days prior to such termination to allow for Client to cure the default.

SECTION 12 – Assignment & Subletting & Miscellaneous Provisions

12.1 ACI shall not assign or sublet this Contract or any part of it to any third party without the prior written consent of the Client.

12.2 The terms of this contract extend to the Client’s successors, assignees, and legal representatives.

12.3 It is understood and agreed between the parties hereto that time is of the essence to this contract and this applies to all terms and conditions contained herein.

a. This Agreement shall be governed
by, construed and enforced pursuant to the laws of the State of Illinois without regard to the conflicts of law provisions of the State of Illinois. The venue for all litigation pertaining to this Agreement shall be the Circuit Court of Kendall County.

12.4 legal

In any action with respect to this Agreement, the parties are free to pursue any remedies at law or in equity. If Kendall County 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, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys' fees, court costs and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

12.5 ACI and Client each hereby warrant and represent that their respective signature set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

12.7 The undersigned Client has read completely the terms of this contract and understands and agrees to follow the terms and obligations as specified herein.

12.8 ACI agrees to indemnify and hold harmless Client, including Client's past, present and future board members, elected officials, insurers, employees, and agents from and against claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to reasonable attorneys' fees and other legal expenses, which Client, its past, present and future board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising out of ACI's performance or failure to adequately perform its obligations pursuant to this Agreement.

12.9 All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Prevailing Wage Act (620 ILCS 130/0.01, et seq.). Including, but not limited to all wage, notice and record-keeping duties.

12.10 ACI certifies that ACI is 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 620 ILCS 130/1. Et seq. (The Prevailing Wage Act).

12.11 ACI, 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. Also, ACI agrees to provide a drug free workplace as provided for in 30 ILCS 580/1, et seq.

12.12 If during the term of the Agreement there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as "the Preference Act"), ACI agrees to employ Illinois laborers on this Project in accordance with the Preference Act. ACI understands that the Preference Act defines (a) "period of excessive unemployment" as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures, and (b) "Illinois laborer" as "any person who has resided in Illinois for at

I n s t i t u t i o n a l  S e c u r i t y  a n d  M o n i t o r i n g  S y s t e m s
least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. ACI understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

12.13 Any notice to be given under this agreement shall be sent via certified mail return receipt requested to:

For the Client:
Kendall County Sheriff,
Attn: Commander Sabrina J. Jennings
1102 Cornell Lane
Yorkville, IL 60560

For ACI:
Accurate Controls Inc.,
Attn: Lynn Priebe
326 Blackburn St.,
Ripon, WI 54971.

12.14 In the event that Client 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 Client’s obligations under this Agreement during said fiscal period, Client agrees to provide prompt written notice of said occurrence to ACI. In the event of a default due to non-appropriation of funds, Client has the right to terminate the Agreement upon providing thirty (30) days written notice to ACI. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

SECTION 13 - Entire Agreement

13.1 This Agreement represents the entire agreement between parties and may not be modified except in writing signed by both parties.
SECTION 14 - Severability

14.1 If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable.

Dated this 5th day of November, 2013

Client:
Signed by: [Signature]
Printed name and title: Richard A. Randall
For and on behalf of Kendall County Sheriff's Office

Signed by: [Signature]
Printed name and title: John Shaw, County Board Chairman
For and on behalf of County of Kendall

ACI:
Signed by: [Signature]
Printed Name and title: Lynn Priebe, Service Manager
For and on behalf of Accurate Controls, Inc.
SCHEDULE A

Fees and Expenses for Time and Material

1. Online technical assistance:
   a. $117.00 per hour billed in thirty (30) minute increments without a contract
   b. $80.00 per hour billed in thirty (30) minute increments with a contract

2. Telephone technical assistance:
   a. $117.00 per hour billed in thirty (30) minute increments without a contract
   b. $80.00 per hour billed in thirty (30) minute increments with a contract

3. Programming assistance:
   a. $154.00 per hour billed in thirty (30) minute increments without a contract
   b. $100.00 per hour billed in thirty (30) minute increments with a contract

4. After normal working hours telephone technical assistance
   (After normal working hours are from 4:30 p.m. To 8:00 a.m.)
   a. $235.00 per hour billed in thirty (30) minute increments without a contract
   b. $160.00 per hour billed in thirty (30) minute increments with a contract

5. On-site Services:
   a. $117.00 per hour per person, including travel time to and from facility without a contract
   b. $80.00 per hour per person, including travel time to and from facility with a contract

6. Door hardware service: $155.00 per hour per person, including travel time to and from facility.

7. Travel per diem expense:
   a. $2,878.00 per required round trip to Yorkville, IL without a contract.
   b. $1,734.00 per required round trip to Yorkville, IL with a contract.

8. Per Diem expense: $165.00 per required overnight stay per person.
ORDINANCE NO. _____
ORDINANCE PROVIDING FOR THE SUBMISSION TO
THE ELECTORS OF THE COUNTY OF KENDALL, IL,
THE QUESTION WHETHER THE COUNTY SHOULD HAVE
THE AUTHORITY UNDER 20 ILCS 3855/1-92 (West 2013), TO ARRANGE
FOR THE SUPPLY OF ELECTRICITY FOR ITS RESIDENTIAL
AND SMALL COMMERCIAL RETAIL CUSTOMERS
WHO HAVE NOT OPTED OUT OF SUCH PROGRAM

Recitals

1. Section 1-92 of the Illinois Power Agency Act (the "Act"), provides for the
   Aggregation of Electrical Load by Municipalities and Counties. 20 ILCS 3855/1-92.

2. Under the Act if the County of Kendall seeks to operate the aggregation program as
   an opt-out program for residential and small commercial retail customers, then prior to an
   adoption of an ordinance to establish a program, the County must first submit a referendum to its
   residents to determine whether or not the aggregation program shall operate as an opt-out
   program for residential and small commercial retail customers. If the majority of the electors voting
   on the question vote in the affirmative, then the County Board may implement an opt-out
   aggregation program for residential and small commercial retail customers.

3. The County of Kendall hereby finds that it is in the best interest of the citizens of
   Kendall County to operate the aggregation program, under the Act, as an opt-out program and to
   submit the question to the electors in a referendum pursuant to the Act.

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

Section One: The County Board of the County of Kendall finds that the recitals set forth
above are true and correct and includes the recitals in this Ordinance.

Section Two: The County Board finds and determines that it is in the best interests of the
citizens of the County of Kendall to operate the aggregation program under the Act as an opt-out
program.

Section Three: In the event such question is approved by a majority of the electors voting
on the question at the regular election on March 18, 2014, the County Board may implement an opt-
out aggregation program and if the County Board adopts the program the County Board shall
comply with all the terms and provisions of the Act.

Section Four: The Kendall County Clerk is directed to immediately certify and submit the
following question to be placed on the ballot for the general election to be held on March 18, 2014,
in the following form:

| Shall the County of Kendall have the authority to arrange for the supply of electricity for its residential and small commercial retail customers who have not opted out of such program? | YES |
| | ________________ |
| | NO |

1
Section Five: In the event the State of Illinois amends the Act to revise the form of the question to be placed on the ballot, the County Board Chairman is authorized to direct the County Clerk to change the form of the question to conform with the amended Act, if required.

Section Six: The County of Kendall has elected to work in collaboration with Progressive Energy Group who will use their professional expertise to create a Plan of Governance and Execution, coordinating with Illinois Commerce Commission, Illinois Power Authority, Attorney General’s Office, Local Utility (ComEd) and Suppliers both at a local and national level.

Section Seven: This ordinance shall be in full force and effect from and after its passage and approval, as required by law.

PASSED and APPROVED by the County Board of the County of Kendall, Illinois, on the ___ day of ____________, 2013.

By: Chairman of the County Board

ATTEST:

____________________________  ______________________________
John Shaw                       Debbie Gillette, County Clerk
November 5, 2013

To: Administration HR Committee
From: Jeff Wilkins, County Administrator

As you may know, the County has two insurance policies with the Illinois Counties Risk Management Trust (ICRMT); one policy for property and liability and one policy for workers compensation. Both policies expire on December 1, 2013.

With the Forest Preserve Board still considering their options, we requested proposals from ICRMT that include or exclude the Forest Preserve from the County’s two policies.

In summary, the County’s policies including the Forest Preserve total $850,062 ($255,637 worker comp. + $594,425 property & liability).

The County’s policies excluding the Forest Preserve total $801,040 ($246,744 workers comp. + $554,266 property & liability).

Prior to December 1, the County Board must accept two policies dependant on the decision of the Forest Preserve Board. To accommodate a delayed decision by the Forest Preserve Board, the Administration HR committee could recommend the following two actions to the County Board:

Approve property and liability insurance policy with IL Counties Risk Management Trust in amount between $554,266 and $594,425

Approve workers compensation insurance policy with IL Counties Risk Management Trust in amount between $246,744 and $255,637
Illinois Counties Risk Management Trust
Part V. Workers’ Compensation Proposal

Named Insured: Kendall County
111 West Fox Street
Yorkville, IL 60560

Program Year: 2013-2014
Effective Dates: 12/01/2013 to 12/01/2014
Policy Number: ICRMT2013040

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Estimated Payroll</th>
<th>Rate</th>
<th>Estimated Premium</th>
</tr>
</thead>
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<td>Street &amp; Road</td>
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<td>$0</td>
<td>3.0400</td>
<td>$0</td>
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<td>School Bus Drivers</td>
<td>$33,025</td>
<td>10.7800</td>
<td>$3,550</td>
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<tr>
<td>7720</td>
<td>Law Enforcement</td>
<td>$8,728,131</td>
<td>6.5000</td>
<td>$557,329</td>
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<td>$293,133</td>
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<tr>
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<td>8831</td>
<td>Animal Control</td>
<td>$125,923</td>
<td>3.2800</td>
<td>$4,130</td>
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<td>8832</td>
<td>Physician/Coroner/Health Department &amp; Clerical</td>
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<td>0.5800</td>
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</tbody>
</table>

Totals: $19,494,284 | $795,952

Gross Annual Premium $795,952
Increased Limit Multiplier 1.02 $811,871
Experience Modifier 0.85 $690,091
Schedule Modifier 0.42 $289,838
Subtotal $289,838
Premium Discount 11.80% ($34,201)
Annual Premium $255,637

Acceptance Statement:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.

Signature of Official

Title

Date
Endorsements to the policy resulted in the premium change shown below.

<table>
<thead>
<tr>
<th>Coverage Part(s)</th>
<th>Premium</th>
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</thead>
<tbody>
<tr>
<td>General Liability &amp; Law Enforcement Liability</td>
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<td>Property, Inland Marine</td>
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<tr>
<td>Commercial Auto</td>
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</tr>
<tr>
<td>Public Officials Liability - Claims Made</td>
<td>Included</td>
</tr>
<tr>
<td>Crime</td>
<td>Included</td>
</tr>
<tr>
<td>Boiler &amp; Machinery</td>
<td>Included</td>
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<tr>
<td>Special Coverage</td>
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<td>Excess Liability</td>
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<tr>
<td>Total Policy Premium</td>
<td>$594,425</td>
</tr>
</tbody>
</table>

Terms and Conditions:

A signed copy of this document along with the payment must be received in the office prior to the effective date of coverage. Coverage cannot be bound without formal documentation.

Binding Order:

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.
# Illinois Counties Risk Management Trust
## Workers' Compensation Proposal

**Named Insured:** Kendall County  
111 West Fox Street  
Yorkville, IL 60560

**Program Year:** 2013-2014  
**Effective Dates:** 12/01/2013 to 12/01/2014  
**Quote Number:** Kendall Excl FPD

<table>
<thead>
<tr>
<th>Code</th>
<th>Classification</th>
<th>Estimated Payroll</th>
<th>Rate</th>
<th>Estimated Premium</th>
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<td>School Bus Drivers</td>
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<td>Municipal NOC</td>
<td>$625,318</td>
<td>6.3600</td>
<td>$39,770</td>
</tr>
</tbody>
</table>

**Totals:** $19,031,138 | $768,355

| Gross Annual Premium | $768,355 |
| Increased Limit Multiplier | 1.02 | $783,722 |
| Experience Modifier | 0.85 | $666,163 |
| Schedule Modifier | 0.42 | $279,789 |
| Subtotal | | $279,789 |
| Premium Discount | 11.80% | ($33,015) |
| Annual Premium | | $246,774 |

**Acceptance Statement:**

Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.

---

**Signature of Official:**  
**Title:**  
**Date:**
Endorsements to the policy resulted in the premium change shown below.

<table>
<thead>
<tr>
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<th>Premium</th>
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</thead>
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<td>General Liability &amp; Law Enforcement Liability</td>
<td>$458,280</td>
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<td>Property, Inland Marine</td>
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<td>Commercial Auto</td>
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</tr>
<tr>
<td>Public Officials Liability - Claims Made</td>
<td>Included</td>
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<td>Crime</td>
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</tr>
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<td>Boiler &amp; Machinery</td>
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<td>Total Policy Premium:</td>
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Terms and Conditions:

A signed copy of this document along with the auto supplement, and payment must be received in the office prior to effective date of coverage. Coverage cannot be bound without formal documentation.

Binding Order:
Please accept this as a formal confirmation that all terms and conditions of the proposed insurance program by the Illinois Counties Risk Management Trust are accepted effective 12/01/2013.
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<thead>
<tr>
<th>Line Item</th>
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<td>GIS Mapping</td>
<td>$31,017.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$3,875.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$34.99</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$5,946.50</td>
</tr>
<tr>
<td>81010001320</td>
<td>RHSP/Housing Surcharge</td>
<td>$15,948.00</td>
</tr>
<tr>
<td>CK # 17436</td>
<td>To KC Treasurer</td>
<td>$134,931.74</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $1,308.00 ck # 17435
Dom Viol Fund sent from Clerk's office $160.00 ck 17434
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 ELEVEN MONTHS ENDED 10/31/2013  

**REVENUES***  

<table>
<thead>
<tr>
<th></th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$375,737</td>
<td>119.28%</td>
<td>$331,124</td>
<td>105.12%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,850,000</td>
<td>$2,367,146</td>
<td>121.39%</td>
<td>$2,159,481</td>
<td>119.97%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$381,305</td>
<td>112.15%</td>
<td>$342,456</td>
<td>100.72%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$847,000</td>
<td>$823,675</td>
<td>87.00%</td>
<td>$673,680</td>
<td>89.04%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$425,555</td>
<td>106.39%</td>
<td>$392,593</td>
<td>103.31%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$1,088,060</td>
<td>89.01%</td>
<td>$1,173,695</td>
<td>90.28%</td>
</tr>
<tr>
<td>Fines &amp; Forelts/St Atty.</td>
<td>$550,000</td>
<td>$461,551</td>
<td>83.92%</td>
<td>$469,859</td>
<td>83.90%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$38,986</td>
<td>97.46%</td>
<td>$44,396</td>
<td>126.84%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$20,281</td>
<td>57.89%</td>
<td>$27,441</td>
<td>54.86%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$1,036,792</td>
<td>94.21%</td>
<td>$997,884</td>
<td>101.65%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$2,312,605</td>
<td>96.36%</td>
<td>$2,236,345</td>
<td>93.18%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$324,769</td>
<td>170.93%</td>
<td>$212,848</td>
<td>125.20%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$697,720</td>
<td>111.52%</td>
<td>$987,903</td>
<td>131.72%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$622,645</td>
<td>88.70%</td>
<td>$713,659</td>
<td>158.59%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$10,974,464</strong></td>
<td><strong>$11,157,007</strong></td>
<td><strong>101.66%</strong></td>
<td><strong>$10,953,343</strong></td>
<td><strong>104.30%</strong></td>
</tr>
</tbody>
</table>

| Public Safety Sales Tax | $4,200,000 | $4,069,490 | 96.89% | $3,972,402 | 99.31% |
| Transportation Sales Tax | $4,200,000 | $4,069,490 | 96.89% | $3,972,402 | 99.31% |

*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 91.83%  

**EXPENDITURES**  

All General Fund Offices/Categories  

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
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<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>2013 YTD</td>
<td>2013 YTD %</td>
<td>2012 YTD</td>
<td>2012 YTD %</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Actual</td>
<td></td>
<td>Actual</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>$26,336,375</td>
<td>87.03%</td>
<td>$22,230,689</td>
<td>88.90%</td>
<td></td>
</tr>
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</table>

<p>| | | | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
</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 91.83%
### KENDALL COUNTY CORONER

**October FY 2013 Monthly Report**

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, October 01, 2013</td>
<td>1310246</td>
<td>10:02 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 03, 2013</td>
<td>1310247</td>
<td>7:18 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 05, 2013</td>
<td>1310248</td>
<td>7:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Monday, October 07, 2013</td>
<td>1310249</td>
<td>3:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 07, 2013</td>
<td>1310250</td>
<td>4:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, October 13, 2013</td>
<td>1310251</td>
<td>8:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 15, 2013</td>
<td>1310252</td>
<td>4:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 17, 2013</td>
<td>1310253</td>
<td>12:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, October 18, 2013</td>
<td>1310254</td>
<td>7:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 18, 2013</td>
<td>1310255</td>
<td>4:13 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 20, 2013</td>
<td>1310256</td>
<td>9:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 20, 2013</td>
<td>1310257</td>
<td>10:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, October 20, 2013</td>
<td>1310258</td>
<td>2:05 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, October 23, 2013</td>
<td>1310259</td>
<td>12:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, October 25, 2013</td>
<td>1310260</td>
<td>6:05 PM</td>
<td>Suicide</td>
<td>Y</td>
<td></td>
<td>Roadway</td>
</tr>
<tr>
<td>Saturday, October 26, 2013</td>
<td>1310261</td>
<td>6:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, October 26, 2013</td>
<td>1310262</td>
<td>5:28 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, October 27, 2013</td>
<td>1310263</td>
<td>2:05 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 28, 2013</td>
<td>1310264</td>
<td>2:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, October 28, 2013</td>
<td>1310265</td>
<td>6:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, October 29, 2013</td>
<td>1310266</td>
<td>3:42 PM</td>
<td>Natural</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 31, 2013</td>
<td>1310267</td>
<td>12:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, October 31, 2013</td>
<td>1310268</td>
<td>10:57 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 74%

#### Autopsies

One (1) Autopsy was performed during the month of October.

#### Inquests

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

#### Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>State for Same Period In 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Deaths....</td>
<td>268</td>
<td>243</td>
</tr>
<tr>
<td>Autopsies to Date...</td>
<td>20</td>
<td>17</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>18</td>
<td>21</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>135</td>
<td>109</td>
</tr>
</tbody>
</table>

#### Coroner's Office Personnel Update:

* Deputy Coroner Purcell provided a classroom presentation to the Oswego East High School Law Enforcement Class on October 15.
* Deputy Coroners Purcell and Leonard presented at Operation Impact for the Driver's Education students at Oswego East High School on October 17.
* Deputy Coroner Purcell provided a morgue tour to the Oswego East High School Law Enforcement Class on October 24.
* Deputy Coroner Purcell assisted in the tour.
* Deputy Coroner Purcell provided a presentation to the Kendall Triad Senior Citizen program at Beecher Center on October 25.
* Deputy Coroner Purcell presented at the Plano High School Career Fair on October 29.
The meeting was called to order by Chairman Scott Gryder at 6:32 p.m.

Present: Chairman Scott Gryder, Amy Cesich, Lynn Cullick, Vice-Chair Judy Gilmour and Jeff Wehrli
Absent: None
Also present: Senior Planner Angela Zubko, Alan & Mary Maly, Attorney Daniel Kramer, Gwen Carlyle, Cliff & Kate Thrall, Thomas & Renee Geistler and Jill Oldenburg

Approval of Agenda
Amy Cesich made a motion to approve the agenda as written, Lynn Cullick seconded the motion. All agreed and the motion was approved.

Approval of Minutes
Lynn Cullick made a motion to approve the minutes from October 7, 2013. Amy Cesich seconded the motion. All agreed and the minutes were approved.

Expenditure Report (handed out at meeting)
Jeff Wehrli made a motion to approve the expenditure report in the amount of $21,137.04 and forward it onto the Finance Committee, Lynn Cullick seconded the motion. All agreed and the motion was approved.

Petitions-
#13-17 Maly Poultry Processing Plant
Planner Zubko stated the petitioners: Alan & Mary Maly are requesting approval of an A-1 special use to operate a small poultry and small animal processing plant. The property is located at 16895 Lisbon Center Road on the north side of Lisbon Center road about 0.3 miles east of Fennel Road. The petitioners own about 125 acres of land and are requesting 27 acres of it for the special use. The Endangered Species Report contained no record of state listed threatened or endangered species, Illinois Natural Area inventory sites, dedicated Illinois Nature preserves or registered land and water reserves in the vicinity of the project location. The Natural Resources Inventory indicated that 67.4% of the soils on site are classified as being prime farmland and most agronomically productive and the level of protection for the LESA score is medium. At the July 16th Big Grove Township board meeting they made a unanimous recommendation in favor of the petition. Also Planner Zubko has received a letter from the Village of Newark Trustees dated August 5, 2013 stating that the Village of Newark Trustees reviewed the information and support the endeavor. Just to clarify the project will NOT be in the Village of Newark and NOT be connected to their sewer system, it will be on well and septic. This was never a formal petition to the Village of Newark.

The ZPAC Committee made a favorable recommendation, the Plan Commission also made a favorable recommendation and added a condition that within 5 years, 50' of the driveway must be a minimum of tar and chipped and modified the condition to not allow retail sales on site. There were 2 public hearings on this
petition due to information received from the SAO related to notification procedures and the hearing officer Bill Ford made a favorable recommendation at both hearings. This will be a USDA (United States Department of Agricultural) certified plant which means they have to follow the Counties rules and also the stricter rules of the EPA Department of Agricultural and the Illinois Department of Public Health.

All processing will take place in enclosed building and projecting to process a maximum of 3,000 chickens a day. They will also employ about 30-35 employees probably in about 5 years but start off with about 10 employees. They do meet all the required setbacks. There is an existing driveway the petitioner proposes to use and 2 existing buildings on the property that will be maintained. Lisbon Center road is the jurisdiction of the Big Grove Township Road Commissioner, who I have spoken to, and he did not feel this use would be an issue and did not request any conditions to be placed on the special use ordinance regarding the roadway. Most people will be bringing chickens in small trailers. There will be NO retail on site and that is one of the conditions. In an average transport you can fit about 8-10 chickens per coop. The picture in the report can hold about 200 chickens. The petitioner proposes to be open from 5:30am to 6pm Monday thru Friday except additional Saturdays in October and November to process Turkeys. The petitioners have stated that typically January to April are the slowest times of the year. Also typically the chickens will be dropped off in the morning, slaughtering typically takes place between 6-10am, then the customer picks up their processed chickens between 2-4pm. If the customer wants the chickens frozen they would typically pick them up the next day. The petitioner has stated they plan to have waste removed on a regular basis and have already been contacted by a rendering company in Joliet that will deal with the waste. All waste will be kept in sealed containers inside a building and picked up within 48 hours, the petitioner’s goal is within 24 hours.

For the well and septic there will be a combined effort. The IL EPA and the US Department of Agriculture are in charge of the water and waste from the animal by-products. Our Health department is in charge of the waste from the toilets and hand washing inside. The IDPH (IL Department of Public Health) will regulate the well used for the processing plant. No sign is proposed at this time, if a sign is installed at a later date it must comply with the sign regulations in Section 12 of the Zoning Ordinance and requires a building permit. The parking lot will mainly be used by employees and no parking lot lighting is requested. The petitioners request the parking lot be gravel instead of asphalt and staff is in support. This property will be a USDA facility so a USDA employee will be on site at all times when the operation is open and the facility must be built to USDA standards.

Some of the concerns that were brought up at the previous meetings where: the public feels this is a manufacturing use and not agricultural, amount of traffic on and off site, noise, the property values in the area, lighting, possible protests, landscaping, driveway construction, possible water contamination, type of chemicals the plant will be using and disposing of, appearance, signage, how many shifts a day, waste and wastewater, amount of water used and effect on the aquifer and water runoff, smells, attracting other rodents and vultures, Newark’s police force policing more people, and safety of children walking along the roadways. There was also discussion from the Plan Commission of a fence on the east side of the property or some type of landscaping but the Plan Commission did not want to put it as a condition at this time. It was suggested to bring this up at the Planning, Building and Zoning meeting as they have the authority to add conditions.

In the packet is a site plan and elevations of the proposed building. The site plan will be an exhibit to the ordinance, therefore; if the petitioners want to add onto the site they would need to go through the special use process again unless the changes would be considered a minor amendment. Staff is comfortable with this request and recommends approval with the 15 listed conditions, eliminating condition 8 as they meet the

11.12.13 PBZ Meeting Minutes Page 2
requirements and 10 as those would be added today or at the County Board meeting. Planner Zubko read through all the conditions:

1. A maximum of 21,000 units a week.
2. Facilities (the unloading area) must be located at least 400’ from any principle structure.
3. No rendering may take place on the site.
4. Live animals may be held on the site for no more than twenty-four (24) hours.
5. All slaughtering/processing permitted only in an enclosed building.
6. The hours of operation are to be 5:30am to 6pm Monday thru Friday except additional Saturdays in October and November to process turkeys.
7. In no event can poultry produced be sold for retail or wholesale by the processor on the processing site.
8. All Applicable Federal, State and County rules and regulations shall apply.
9. Waste, by-products or any decomposable residue which results from the slaughtering of animals must be kept in a sealed container and picked up within 48 hours.
10. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance (Sign Regulations)
11. Shall satisfy all requirements of the Kendall County Health Department and Building Department prior to the issuance of occupancy permits.
12. Performance Standards. All activities shall conform to the performance standards set forth in section 10.01.G.
13. Engineering drawings, including stormwater, must be approved before a building permit can be released.
14. Within 5 years, 50’ of the driveway must be a minimum of tar and chipped.
15. Kendall County staff will have access to the log books kept in house to verify the limits are being maintained with regards to how many animals are processed weekly.

Planner Zubko mentioned she has received letters from the following people and that the letters been given to the PBZ Committee members including 3 letters she received today from Cliff Thrall, Mark Oldenburg & Pam & Bill Kunke and passed out to the members at the beginning of the meeting. The other letters in the packet include letters from:

Jody & Beth Osmund
Illinois Stewardship Alliance
United States Senator Richard J. Durbin
Alice Marks
Tom & Renee Geistler
Garrett & Gwendolyn Carlyle
Cliff Thrall & Family
Brent & Sheila Urton
Mark Oldenburg
Map made by Mathew Marks showing what’s in the area

Mr. Gryder stated they do not take additional testimony but wanted to make sure Planner Zubko stated all the items and comments in her report. No audience members wanted to talk at this moment. Ms. Cesich had a few comments: a few County Board members were at the last hearing and there were a few items brought up from the residents that concerned her: the EPA requirements and the water table and aquifer. She wanted to clarify we are granting zoning and the EPA has not looked at this yet. Planner Zubko stated yes the EPA typically will not look at a project until the zoning is approved on that land and then go through their process.
and asked Mr. Kramer just to verify. Ms. Cesich feels we might be putting the cart before the horse and giving zoning for something we don’t know all the part for. She has some concerns. Planner Zubko also mentioned the condition about engineering and stormwater must be approved.

Attorney Kramer stated there are two ways to look at the project, the EPA would like them to get the zoning first. The petitioner’s engineer has to supply water and wastewater plans to the EPA and those plans can get costly. The EPA will not approve the project until those plans are provided. It would be a hardship for the petitioners to go through that type of expense if the land use will not be approved. If zoning is approved there are so many days to submit their plans for approval. With regards to the water table, Mr. Kramer stated they will be using water, there is no question of that, but this particular well on site was for a cattle operation that was run there years ago with a 6” casing which is huge compared what a normal home in the County might have. The purpose of the casing is so it can pump incredible amounts of water for agricultural use like irrigation which would not require County approval. Mr. Kramer talked a little about the process and conditions added to make sure all conditions are adhered to.

Mr. Wehrli stated we need to remember is that we’re voting or recommending on the zoning use/special use. As far as the specifics of the operation itself the petitioners have agreed to the limitations that have been set in this special use and they also have to abide by the limitations that the other governmental agencies will give them including the possibility that they might review it say it is just not going to work. Mr. Wehrli stated that in another time when the County went against another governmental agency because the County Board did not feel they would do the right thing or monitor it properly, that is the quickest way to get your case booted. We have to assume they will do their jobs properly and monitor it property. He’s looking if it fits into the agricultural use and if the conditions are acceptable. The other agencies will run most of it and we have to trust in them.

Mr. Gryder asked if the hearing officer has viewed all the testimony and findings of fact and have recommended approval and the County Board denied the special use would that open the County Board up to liability. Mr. Kramer volunteered to chime in since he was the City of Yorkville’s attorney for 22 years so he can give it to us in regards to both sides. Mr. Kramer stated in Illinois on zoning there is a famous case called the LaSalle case and it gives 6 factors on zoning and then there was the Sinclair pipeline case grafted two other elements on that the land use and zoning follow religiously. It asks if the governmental entity have a plan, an advisory body and do we follow that plan? In terms of liability no one can sue the CB saying they’re liable but it can go to court if we do not follow our own plan and if we don’t follow our fact finding body (the hearing office). If you follow your fact finding body the courts will agree.

Ms. Gilmour stated the neighbors have some legitimate concerns one concern are property values running a slaughter facility so closely to their homes. Another thing is the issue with the water and not sure if the township and Village understand the intensity of this operation. There was some discussion on the type of septic system to be used.

Cliff Thrall stated he is a licensed in IL for waste water systems and has contacted the EPA about septic requirements with regards to what will be done. He is concerned that if the horse does get put before the buggy things might get overlooked and they could operate without the proper approvals and channels being met. He also discussed the 6 inch well and his concerns. He stated if this septic system goes in this would be the largest sub-surface system in the County. He is of the opinion this is not the proper place for this facility and worried about water supply. Mr. Wehrli asked Mr. Thrall if he’s comfortable with the EPA and IDPH to properly certify and size the appropriate type of system for that use? Mr. Thrall stated he would have to
assume they are professionals and would do their job due diligently like all us do at our jobs but sometimes when things are done out of order accidents can happen. He thinks they will look at site conditions and maybe not surrounding conditions. Mr. Thrall thought it would be the Bureau of Water that would possibly handle water table issues and things of that nature. There was discussion that the County Board has authority to pull the special use at anytime so if something went wrong or conditions were not met.

Mr. Kramer brought up that some slaughter facilities are located in town like in Earlville, Lisbon and meat packing plant in Elburn and no issues. He stated if the petitioners do not meet all the criteria in design per the EPA and Federal Department of Agricultural then the plant will not get built. They have a lot of items that need to be met.

There was discussion about how we can make sure they get approval from the EPA and USDA?

Gwen Carlye asked if Newark and the township have written and recommended the project. She has started a petition consisting of 82 names currently and would like the petition to go on record. She is worried the Village of Newark did not ask the resident’s their thoughts and that’s why she has started the petition. She is worried there are so many concerns the residents have about this going into their backyard. Gwen also discussed her concerns with the notification process. Planner Zubko stated they followed all stated laws and went above and beyond holding 2 public hearings. Planner Zubko also read the letter from the Village of Newark supporting the endeavor.

The PBZ would like to add a condition to the special use that a certificate of occupancy will be required and copies of the EPA, IDPH and USDA permits supplied while applying for the building permit.

Ms. Gilmour has lots of concerns and asked about the waterway in the front of the property. Planner Zubko stated it would be addressed during engineering so is not concerned.

Mr. Wehrli asked if a small berm can be located on the north side of the parking lot, about 2-3 feet in height to block headlights? Mr. Kramer said they would do a low lever berm about 3-4 feet and landscape to 100% opacity to shield lights. They could do some large evergreens.

There was discussion on moving this to the Committee of the Whole (COW) so the full board can weigh in.

With no further suggestions or changes Lynn Cullick made a motion, seconded by Amy Cesich to forward the petition onto the Committee of the Whole meeting on Thursday. All were in favor.

**#13-29 Historic Preservation Ordinance Amendment**

Planner Zubko stated in your packet are two items: the benefits of becoming a certified local government and the proposed changes to the text in order to become eligible to have the CLG status. The proposed changes to the Historic Preservation ordinance would be to eliminate the language for owner’s consent and change the percentage for a historic district from 100% to 51% (pages 7, 10, 11, 12 & 13). Planner Zubko just wanted to clarify that ALL decisions would still come through the County Board and a recommendation from the Historic Preservation Commission would be forwarded to the board. The Commission would assume if the owner did not consent then the County Board will not pass the landmark or district. The Commission was formed in 2006 and consists of 9 members including Jeff Wehrli as the County Board representative. According to the Ordinance on the commission we must have 1 attorney, 1 historian or architectural historian, 1 architect/engineer and 1 real estate professional knowledgeable in historic preservation, all other members.
shall be persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, preservation and/or the preservation of community character. There was much discussion on owner property rights and the consensus of the group is to bring this back next month and for staff to list what surrounding municipalities or counties are certified and if people objected or having issues with being CLG certified.

**#13-30 FEMA Map Changes**

Planner Zubko stated some of the map panels are changing and effective on January 8, 2014 but we actually need to modify the text in the Countywide Stormwater Ordinance, not pass this resolution. That will be presented at the next PBZ meeting.

**OLD BUSINESS**

**Plumbing Inspector replacement discussion**- Planner Zubko passed out a memo from Mr. Brian Holdiman. This item will be discussed at the December meeting.

**Approve invoice for $2,700 to Wilkinson Excavating for Construction in Fields of Farm Colony- final close out invoice**- Planner Zubko stated we have the final payout for the Fields of Farm Colony Project. We will have about $50,000 left to do some remaining clean-up items next year and help clean up the ponds and around the ponds. Planner Zubko also stated she did receive a lovely bouquet of flowers from the HOA. Judy Gilmour made a motion to forward the remaining bill of $2,700 to the next County Board meeting, Lynn Cullick seconded the motion, all were in favor and the bill will forwarded.

**NEW BUSINESS**

**Review and approval of the 2014 meeting date schedule**- Planner Zubko stated in the packet are the proposed meeting dates for 2014. Planner Zubko asked if the group wanted to meet November 10th even though we’re off the next day for Veterans Day? The consensus was to leave it as is for now as we can always modify it later. Judy Gilmour made a motion to approve the meetings dates as proposed, Jeff Wehrli seconded the motion. All were in favor and the motion carried.

Planner Zubko passed out some information about the Illinois’ Medical Marijuana Law that will go into effect on January 1, 2014 and stated she has not received any calls with regards to cultivation or distribution centers to be located in Kendall County.

**PUBLIC COMMENT** - Mr. Thrall stated he thinks it is a shame more people do not attend the meetings and think maybe the state notifications process need to be modified. Also the public notices can get lost due to the amount in the paper.

**UPDATE ON HISTORIC PRESERVATION**- Petition above

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- Had a tour of the Ninety7Fifty on the Park transit-oriented development in Orland Park, IL- Planner Zubko stated she toured the development in Orland Park which is the first phase that is part of the downtown redevelopment plan that’s been in the making for over a decade. This project is very interesting in the fact that the Village is financing most of the project and own the land. They have loaned $38 million so far and provided another $24 million in financing incentives. Village trustees also approved the first of at least two multimillion-dollar bond sales to finance the Main Street redevelopment project. It’s a very interesting project that seems to be working so far. The project required
the village to acquire Orland Plaza via eminent domain along with the relocation of some businesses. More can be found on their website.

**PROJECT STATUS REPORT** - Reviewed  
**PERMIT REPORT** - Reviewed  
**REVENUE REPORT** - Reviewed  
**CORRESPONDENCE** - None  
**EXECUTIVE SESSION** - None

**ADJOURNMENT** - Next meeting will be on December 16, 2013

Amy Cesich made a motion to adjourn the meeting. Judy Gilmour seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:25 p.m.

Respectfully Submitted,  
Angela L. Zubko  
Senior Planner
Wilkinson Excavating, Inc.
725 East LaSalle Street
Somonauk, IL 60552

Kendall County
111 W Fox Rd
Yorkville IL 60560

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Total $2,700.00
Balance Due $2,700.00
ORDINANCE NUMBER 2013 - ______

GRANT A SPECIAL USE AT 16895 LISBON CENTER ROAD
FOR A SMALL POULTRY & SMALL ANIMAL PROCESSING PLANT THAT IS
USDA APPROVED

WHEREAS, Alan and Mary Maly have filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 27 acre property located at 16895 Lisbon Center Road, (PIN #07-08-100-011), in Big Grove Township, and;

WHEREAS, said petition is to allow the operation of a small poultry and small animal processing plant; and

WHEREAS, petition #13-16 was approved the same day as a text amendment to allow such a use as a special use in the A-1 Agricultural district; and

WHEREAS, said petitioners stated this will be a USDA facility and conform to the rules and regulations to operate and USDA facility; and

WHEREAS, said property is legally described as:

THAT PART OF SUB LOT 4 IN SECTION 8, TOWNSHIP 35 NORTH, RANGE 6, EAST OF THE THIRD PRINCIPAL MERIDIAN, WITH BEARINGS AND GRID DISTANCES REFERENCED TO THE ILLINOIS STATE PLANE COORDINATE SYSTEM, EAST ZONE NAD 83 (2011), MORE PARTICULARLY DESCRIBED AS FOLLOWS: COMMENCING AT A RECOVERED SURVEY NAIL LOCATED AT THE NORTHWEST CORNER OF SAID SECTION 8; THENCE SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 2,131.17 FEET ON THE WEST LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE CONTINUING SOUTH 01 DEGREES 03 MINUTES 59 SECONDS EAST 974.00 FEET ON SAID WEST LINE TO THE SOUTHWEST CORNER OF SAID SUB LOT 4; THENCE NORTH 89 DEGREES 15 MINUTES 00 SECONDS EAST 1,207.47 FEET ON THE SOUTH LINE OF SAID SUB LOT 4 TO THE WEST LINE OF THE EAST 350.00 FEET OF SAID SUB LOT 4; THENCE NORTH 01 DEGREES 03 MINUTES 30 SECONDS WEST 974.00 FEET ON SAID WEST LINE; THENCE SOUTH 89 DEGREES 15 MINUTES 00 SECONDS WEST 1,207.60 FEET PARALLEL WITH THE SOUTH LINE OF SAID SUB LOT 4 TO THE POINT OF BEGINNING, CONTAINING 27.00 ACRES, MORE OR LESS; SITUATED IN THE COUNTY OF KENDALL AND STATE OF ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 3, 2013 & October 15, 2013; and

WHEREAS, the findings of fact were approved as follows (on September 3, 2013 & October 15, 2013):
That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. If the conditions are adhered to the establishment, maintenance, and operation of the special use shall not be detrimental to or endanger the public health, safety, morals, comfort or general welfare. The testimony has shown that the process as outlined by the petitioners will be a state of the art operation, there will be a USDA employee on site during the operations and ensure the public health and safety and monitoring of the employees and premises.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The entire operation will take place within a building and the unloading area must be at least 400' from any principle structure on an adjoining lot. The zoning in the general area is agricultural which this process fits in with that classification.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. The special use will be utilizing the existing driveway and drainage will be closely evaluated when the engineering drawings are assessed.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The EPA, Illinois Department of Health, Kendall County Health Department and the Kendall County Building Department all have jurisdiction over different aspects of the special use and the regulations must be followed and adhered to.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The review and action to be taken on the special use petition will coincide with a proposed text amendment (Petition 13-16) that will permit a small Poultry & Small animal Processing Plant as a special use in the A-1 District. The special use proposal will comply with all proposed conditions attached to the proposed text amendment.

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

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of an A-1 Agricultural special use to operate a small poultry and small animal processing plant as indicated on the submitted Site Plan included as “Exhibit A” attached hereto and incorporated
State of Illinois  
County of Kendall  

Zoning Petition  
#13-17

herein subject to the following conditions:

1. A maximum of 21,000 units a week. All animals are counted as 1 (one) animal unit except turkeys and geese are counted as 4.5 animal units.
2. Facilities (the unloading area) must be located at least 400' from any principle structure.
3. No rendering may take place on the site.
4. Live animals may be held on the site for no more than twenty-four (24) hours.
5. All slaughtering/processing permitted only in an enclosed building.
6. The hours of operation are to be 5:30am to 6pm Monday thru Friday except additional Saturdays in October and November to process turkeys.
7. In no event can poultry produced be sold for retail or wholesale by the processor on the processing site.
8. All Applicable Federal, State and County rules and regulations shall apply.
9. Waste, by-products or any decomposable residue which results from the slaughtering of animals must be kept in a sealed container and picked up within 48 hours.
10. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance (Sign Regulations)
11. Shall satisfy all requirements of the Kendall County Health Department and Building Department prior to the issuance of occupancy permits.
12. Performance Standards. All activities shall conform to the performance standards set forth in section 10.01.G.
13. Engineering drawings including stormwater must be approved before a building permit can be released.
14. Within 5 years, 50' of the driveway must be a minimum of tar and chipped.
15. Kendall County staff will have access to the log books kept in house to verify the limits are being maintained with regards to how many animals are processed weekly.
16. A certificate of occupancy will be required and copies of the EPA or IEPA, IDPH and USDA permits supplied at the time of application for the building permit.
17. On the north side of the parking lot a 3-4 foot in height berm with landscape to 100% opacity must be provide to shield the car head lights.

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

IN WITNESS WHEREOF, this Ordinance has been enacted by the Kendall County Board this 19th day of November, 2013.

Attest:

Kendall County Clerk  
Debbie Gillette  

Kendall County Board Chairman  
John Shaw
KENDALL COUNTY
ADMINISTRATION/HUMAN RESOURCES COMMITTEE
Meeting Minutes
Thursday, November 7, 2013

I. CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00 a.m.

II. ROLL CALL
Committee Members Present: Lynn Cullick (10:00a.m.) Judy Gilmour, Dan Koukol, John Purcell

Committee Members Absent: Elizabeth Flowers

Others present: Glen Campos, Don Clayton, Stan Laken, Becki Rudolph and Jeff Wilkins

III. APPROVAL OF OCTOBER 3, 2013 MEETING MINUTES – Motion to approve the minutes from October 3, 2013 made by Dan Koukol, second by John Purcell. With all in agreement, the motion carried.

IV. REPORTS

Insurance/ Benefits Update: Liability, Property, Workers Compensation: Rich Ryan, Wine Sergi reviewed the two insurance policies, one including the Forest Preserve for Property, Liability and Workers' Compensation coverage and one excluding the Forest Preserve for Property, Liability and Workers' Compensation coverage. Mr. Ryan provided additional information and answered Committee member questions about both policies.

County Administrator – Jeff Wilkins briefly reviewed the monthly reports. Mr. Wilkins also reviewed the proposed Illinois Federal Surplus Property Program, as well as the IMRF notice to Governing Bodies regarding the 2013 election of Executive Trustee term. The committee discussed the County participating in the upcoming vote. The IMRF notice to Governing Bodies regarding the 2013 election of Executive Trustee issue will be added to the November 14, 2013 COW agenda for discussion.

Technology Director - Stan Laken provided a brief update on project completion in the Sheriff's Office Records center, the computers in the Jail area and the possibility of wireless access, testing of the Animal Control software, and the posting of the tentative budget on the County website.

V. OTHER BUSINESS

Discuss and Recommend Policy Proposal with IL Counties Risk Management Trust for Property, Liability and Workers Compensation Coverage: Jeff Wilkins provided additional information and explained the next steps needed prior to approval by the County Board. Discussion on various options, carrier rates and deductibles, workers' compensation. This item will be added to the November 19, 2013 County Board agenda under new business.
 Discuss and Recommend Employee Handbook Revisions to Benefits Sections: Jeff Wilkins provided background on the reasons for the changes, the recommended changes. Mr. Wilkins stated that the document has been reviewed by the State’s Attorney’s office. Judy Gilmour made a motion to recommend the Employee Handbook Revisions to Benefits Section to the County Board for approval, second by Lynn Cullick. With all in agreement the motion carried.

 Discuss and Recommend Educational Reimbursement Policy: Jeff Wilkins reviewed the recommended changes, timelines for submission of documentation, expected grade level, and monitoring of the funds for this budget item. Lynn Cullick made a motion to forward the Educational Reimbursement Policy to the County Board for approval, second by Dan Koukol. With all in agreement, the motion carried.

 Discuss and Recommend Senior Services Funding Request Form: Judy Gilmour provided background information on the changes made to the request form, and stated that alternative forms or documentation other than the County’s form/application will no longer be accepted. This item will be added to the January 9, 2014 Budget and Finance Committee agenda.

 Review Request for Proposal (RFP) for Geographic Information System Orthophotography: Don Clayton reviewed the RFP, summary and schedule of the proposed GIS Orthophotography. Discussion on the cost, schedule and timeline for the flight, and the bidding process. The RFP will be posted in the newspaper the week of November 11, 2013.

 VI. ACTION ITEMS FOR COUNTY BOARD

 - Approval of Educational Reimbursement Policy
 - Approval of Employee Handbook Revisions to Benefits Sections
 - Approval of Policy Proposal with IL Counties Risk Management Trust for Property, Liability and Workers Compensation Coverage not to exceed $851,000

 VII. ITEMS FOR COMMITTEE OF THE WHOLE

 - IMRF Notice to Governing Bodies regarding the 2013 Election of Executive Trustee

 VIII. EXECUTIVE SESSION – None

 IX. PUBLIC COMMENT - None

 X. ADJOURNMENT
 Dan Koukol moved to adjourn the meeting at 10:26 a.m., Lynn Cullick seconded the motion. The motion was unanimously approved by a voice vote.

 Respectfully Submitted,

 Valarie McClain
 Administrative Assistant
KENDALL COUNTY
EDUCATIONAL REIMBURSEMENT AGREEMENT

I, the undersigned, understand that full-time, active employees with at least one year of continued service with the County or a County elected office immediately prior to the start of the course may be eligible to apply for up to a maximum of fifty percent (50%) reimbursement for qualified educational reimbursement expenses pursuant to the County’s Education Reimbursement Policy and/or applicable union contract.

I understand that I am not eligible to receive educational reimbursement from the County when I receive similar educational reimbursement from a third party (e.g., veterans’ tuition assistance). If I receive educational reimbursement from the County and a third party, I shall promptly return all payments received from the County and failure to do so may result in disciplinary action up to and including termination of my employment.

The County’s Education Reimbursement Policy requires my course work be directly related to my job function (or proposed functions), be accomplished outside of working hours and be from an accredited institution of learning. I also must receive a grade of “B” or higher and not exceed one class per semester or quarter. By signing below, I affirm that I have also read my union contract, if applicable, and understand and agree to all terms of educational reimbursement set forth in my union contract. If there is a conflict between the County’s Education Reimbursement Policy and the applicable union contract, I understand and agree the applicable union contract terms prevail. To receive educational reimbursement, I must submit paperwork identifying the institution of learning, name of course with completion date, grade, an original invoice showing the total costs incurred for the course (per credit hour) and/or books for which I seek reimbursement, and any other documentation requested by the Office of Administrative Services. I understand that all of the above paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement. For purposes of this Agreement, course completion is defined by the date that I receive my grade for the course work.

I understand the total number of employees receiving benefits and the amount of educational reimbursement will be subject to budget limitations and that, by signing this Agreement, I affirm that I am in no way guaranteed educational reimbursement. Furthermore, I understand and agree the County may withdraw its approval of and/or deny any pending application for educational reimbursement once the County’s budgeted educational reimbursement amount has been disbursed for the fiscal year.

I understand that to qualify for educational reimbursement, I must receive approval from my department head/elected official and the HR/Administration Committee Chairman or the Chairman of the County Board committee chairman. A signed copy of the Education Reimbursement Agreement must be on file in the Office of Administrative Services no less than thirty (30) days and no more than six (6) months prior to the first day of course for which I am seeking reimbursement. The Office of Administrative Services will seek approval from the HR/Administration Committee Chairman or Chairman of the County Board and contact me with any questions.

To receive educational reimbursement, I must maintain continuous employment with Kendall County for a definite period of time after completion of my course, as set forth in the County’s Educational Reimbursement Policy and/or applicable union contract. If my employment ends before then, I will reimburse the County the full amount of educational reimbursement paid to me by the County. By signing below, I provide my express written consent for the County to deduct from my final paycheck an amount equal to the total educational reimbursement that I received from the County during the year prior to my separation of employment.
I UNDERSTAND THAT NOTHING IN THIS AGREEMENT IS INTENDED TO AND/OR DOES CREATE A CONTRACT, EXPRESS OR IMPLIED, AND THE TERMS OF THIS AGREEMENT MAY BE MODIFIED AT ANYTIME BY THE COUNTY WITHOUT NOTICE AND WITHOUT MY CONSENT.

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Estimated 50% Tuition reimbursement: $__________
Estimated 50% Book reimbursement: $__________

Employee Name (Print)  Department Head/Elected Official Authorization

Employee Signature  Date

Administrative Services (Office Use Only)  Board Committee Chair

Date Receipt of Agreement with Department Head/Elected Official Signature

Date Receipt of all reimbursement paperwork

Date Voucher processed
EDUCATIONAL REIMBURSEMENT:

Qualified employees of the County and/or its elected offices may be eligible to apply for and receive up to a maximum of fifty percent (50%) reimbursement for qualified educational expenses. For purposes of this policy, "qualified educational expenses" include only the cost of the employee's tuition and required books for up to one (1) educational or training course per semester or quarter toward the employee's undergraduate or graduate degree. The course work degree must be directly related to the employee's job functions or proposed job functions.

To be eligible for educational reimbursement pursuant to this policy, the employee must be a full-time, active employee of the County and/or a County elected office who has completed at least one (1) year of continuous service immediately prior to the start of the course for which the employee is seeking reimbursement. For purposes of this policy, "full-time active employee" means an employee who is regularly scheduled to work a minimum of 37.532 or more hours per week and who is not on a leave of absence at the time of taking the course.

An employee's eligibility shall cease upon notice of termination of employment. No educational reimbursements will be made to former employees, to employees who have given notice of resignation, or who have been notified that they will be involuntarily terminated. This includes situations in which approval of such reimbursement was previously provided and/or the course was satisfactorily completed prior to the date of termination of employment.

An employee shall not be eligible to receive educational reimbursement from the County if the employee receives educational reimbursement from a third party (e.g., veterans' tuition assistance). If an employee receives educational reimbursement from the County and a third party, the employee shall promptly return all educational reimbursement payments received from the County. Failure to do so may result in disciplinary action up to and including termination of employment.

To qualify for educational reimbursement, the employee must seek approval in writing in advance from (a) the employee's department head/elected official and (b) the HR/Administration Committee Chairman or Chairman of the County Board. When educational reimbursement is approved by the employee's department head/elected official, the employee must submit a signed educational reimbursement agreement to the Office of Administrative Services no less than thirty (30) calendar days and no more than six (6) months prior to the start of the course. Failure to timely provide a completed, signed educational reimbursement agreement to the Office of Administrative Services may result in denial of the educational reimbursement.

To qualify for educational reimbursement, the employee's course work degree must be directly related to the employee's job functions or proposed functions (as determined by the employee's department head/elected official); be accomplished outside of working hours; be from an accredited institution of learning; and the employee must receive a
passing grade of "B" or higher and not exceed reimbursement for one class per semester (or quarter).

Correspondence course work and vocational schools will be considered if they are accredited or of a "good reputation", as determined by the employee's department head/elected official.

If the educational or training course work is not part of the employee’s degree program but (a) is necessary to meet the specific and current job description and (b) is required by the department head/elected official, then tuition and books may be reimbursed at one hundred percent (100%) from the employee's department or elected office budget, at the sole discretion of the department head/elected official.

If an employee leaves the employment of Kendall County or a County elected office within one (1) year after the employee receives payment from the County for tuition reimbursement, the employee shall reimburse the County for all educational reimbursement paid to the employee during the previous year or have the total educational reimbursement amount withheld from the employee's final paycheck.

If an employee's application for tuition reimbursement is approved, the employee must submit paperwork to the Office of Administrative Services, which identifies the institution of learning, name of course with completion date, grade, an original receipt showing the total costs incurred for the course (per credit hour) and/or books for which the employee is seeking reimbursement, and any other documentation as requested by the Office of Administrative Services. All such paperwork must be submitted to the Office of Administrative Services within ninety (90) days after course completion and failure to do so may result in denial of educational reimbursement. For purposes of this policy, "course completion" is defined as the date the employee receives his or her grade for the course.

An employee's submission of the educational reimbursement agreement shall not create a contract or guarantee of reimbursement upon submission of an application for education reimbursement and/or completion of the course. The total number of employees receiving educational reimbursement benefits and the amount of educational reimbursement are subject to any budget limitations. The County may withdraw its approval of and/or deny any pending application(s) for educational reimbursement once the County's budgeted educational reimbursement amount has been disbursed for the fiscal year.

Any written agreements regarding educational reimbursement that were approved by the employee's elected official/department head prior to this policy will be handled on an individual basis. Also, in the event of a conflict between this policy and specific educational reimbursement provisions in an applicable union contract, the applicable union contract language shall prevail.
This portion of the Employee Handbook contains a very general description of
the insurance benefits to which you may be eligible to receive as an employee of
the County. Please understand that this general explanation is not intended to,
and does not, provide you with all the details of these benefits. Summary plan
descriptions (SPDs) which explain coverage of your health, dental and life
insurance benefits in greater detail are available in the Office of Administrative
Services. The actual plan documents, which are available by making a written
request to the County Administrator, are the final authority in all matters relating
to benefits described in this Employee Handbook or in the summary plan
descriptions and will govern in the event of any conflict. To the extent that any of
the information contained in this Employee Handbook is inconsistent with the
official plan documents, the provisions of the official plan documents will govern
in all cases. Nothing contained in the benefit plans described herein shall
be held or construed to create a promise of employment or future benefits, or
a binding contract between the County and its employees, retirees or their
dependents, for benefits or for any other purpose. The County reserves the right,
in its sole and absolute discretion, to amend, modify or terminate, in whole or in
part, any or all of the provisions of the benefit plans described herein, including
insurance carriers, health maintenance organizations, self-insurance, and/or any
health benefits that may be extended to an employee's dependents. Further, the
County reserves the exclusive right, power and authority, in its sole and absolute
discretion, to administer, apply and interpret the benefit plans described herein,
and to decide all matters arising in connection with the operation or
administration of the plan.

The County provides life insurance, accidental death and dismemberment
insurance, and dental insurance to the employee and the employee's qualified
dependents. Plan documents for specific benefits are available at the Office of
Administrative Services. To be eligible for these benefits, an employee must
consistently work a minimum of thirty-four (34) hours per week. Dental and life
insurance coverage shall commence on the first day of the month after the employee
has completed thirty (30) consecutive calendar days of continuous active
employment with the County and shall cease on the last day of the month in
which any of the following events occur: the employee's final day of
employment; when regularly scheduled hours are reduced below 34 hours per
week; or upon another "qualifying event" as defined under the Consolidated
Omnibus Budget Reconciliation Act ("COBRA").

The County also provides medical and hospitalization insurance to the employee
and the employee's qualified dependents. Plan documents for specific benefits
are available at the Office of Administrative Services. Dependent coverage at
group rates is available. To be eligible for medical and hospitalization insurance,
an eligible employee must consistently work a minimum of thirty (30) hours per
week. Medical and hospitalization insurance and dental insurance to the
employee. Plan documents for specific benefits are available at the Office of
Administrative Services. Dependent coverage at group rates is available. To be
eligible, an employee must consistently work a minimum of thirty-four (34) hours per
week. (Thirty (30) hours per week if hired prior to December 21, 1993).
At the employee's option, the employee may elect coverage through any one of the applicable health and life insurance plans made available by the County. An employee will have up to thirty (30) days from the start of your employment to make your health insurance plan election. Once made, the employee's election is generally fixed for the remainder of the plan year. However, if a qualifying event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health or life insurance, except those grandfathered under previous policy of the County.

Health and life insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment, or when regularly scheduled hours are reduced below 30 hours per week, or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Dental insurance coverage shall commence on the first of the month following the waiting period of thirty (30) calendar days of continuous active employment and shall cease on the last day of the month in which the employee left the County's employ. Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of his employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

All retired employees eligible to receive immediate retirement benefits from IMRF are eligible to participate until age 65 in the employer's health plans providing they assume payment of insurance premiums. At age 65, the retired employee will become eligible for Medicare and can obtain Medicare supplemental insurance either through the employer's health provider or a plan of their choosing at the employee's expense.

Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Summary plan descriptions (SPDs) which explain coverage of your health, dental and life insurance benefits in greater detail are available in the Office of Administrative Services. The actual plan documents, which are available by making a written request to the County Administrator, are the final authority in all matters relating to benefits described in this Employee Handbook or in the summary plan descriptions and will govern in the event of any conflict. Additionally, the County reserves the right to change insurance carriers, change health maintenance organizations, self-insure, and/or change or eliminate any benefits at any time in accordance with applicable law.

Upon retirement, the employee may be eligible to elect to continue certain coverage under the County's plans. If the employee is eligible, and he elects such coverage, he must pay the entire premium. Please review the insurance summary plan description for more details.
Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Medical and dental rates are the same as those for dependents of active employees.

Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the biennial benefits fair held by the County for its employees.

Continuation of Medical Coverage (COBRA)

The Consolidated Omnibus Budget Reconciliation Act (COBRA) gives eligible employees and their qualified beneficiaries the opportunity to continue health insurance coverage under the County's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events include: If an employee would otherwise lose group coverage because of a reduction in his/her employee's working hours, or the termination of his employment for reasons other than gross misconduct; or his/her divorce or legal separation; death of the employee; leave of absence; and a dependent child no longer meeting eligibility requirements, he/she is eligible to continue under the County's health plan for each period of time as prescribed by law. Under COBRA, the employee and/or qualified beneficiary pay the full cost of coverage after a qualifying event. Under COBRA, an administration fee may be charged for continuation coverage. The County will provide notice of their rights under COBRA when a qualifying event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage of the time period for which continuation coverage may be provided, depending upon the individual's situation.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health Insurance Marketplaces. The County will notify the employee of the time period for which continuation coverage may be provided, depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplaces. New Paragraph
Section 5.7

RETIREMENT: The Illinois Municipal Retirement Fund provides employees of local governments and school districts in Illinois with a sound and efficient system for the payment of retirement, disability and death benefits. These benefits, payable to qualifying members are in addition to those provided by Social Security.

Employees Covered

Participation is compulsory at the time of employment if the employee occupies an IMRF qualified position; that is, one normally expected to require performance of duty for 600 or more hours in the next 12 months. It is the expected annual hourly requirements that determine participation. Actual hours worked may be more or less than the hours expected.

IMRF Funding

Benefits are funded by employee and employer contributions. Employees pay 4 1/2% of their earnings through payroll deductions. Sheriff's law enforcement personnel pay 7.5% of annual earnings. Member contributions are not subject to either Federal or Illinois income tax when paid to IMRF. Contributions made after July 1, 1984 are subject to Federal income tax, but no Illinois income tax, when paid by IMRF as a refund, pension or death benefit.

A comprehensive brochure is available in the County Treasurer's Office which outlines death, disability and retirement benefits under IMRF. The County Treasurer is the authorized IMRF agent for the County. Also, an IMRF representative is available to answer any questions.
CHAPTER V.
BENEFITS

Section 5.1
INSURANCE - EMPLOYEES AND DEPENDENTS:

This portion of the Employee Handbook contains a very general description of
the insurance benefits to which you may be eligible to receive as an employee of
the County. Please understand that this general explanation is not intended to,
and does not, provide you with all the details of these benefits. Summary plan
descriptions (SPDs) which explain coverage of your health, dental and life
insurance benefits in greater detail are available in the Office of Administrative
Services. The actual plan documents, which are available by making a written
request to the County Administrator, are the final authority in all matters relating
to benefits described in this Employee Handbook or the summary plan
descriptions and will govern in the event of any conflict. To the extent that any of
the information contained in this Employee Handbook is inconsistent with the
official plan documents, the provisions of the official plan documents will govern
in all cases. Nothing contained in the benefit plans described herein shall be
held or construed to create a promise of employment or future benefits, or a
binding contract between the County and its employees, retirees or their
dependents, for benefits or for any other purpose. The County reserves the right,
in its sole and absolute discretion, to amend, modify or terminate, in whole or in
part, any or all of the provisions of the benefit plans described herein, including
insurance carriers, health maintenance organizations, self-insurance, and/or any
health benefits that may be extended to an employee's dependents. Further, the
County reserves the exclusive right, power and authority, in its sole and absolute
discretion, to administer, apply and interpret the benefit plans described herein,
and to decide all matters arising in connection with the operation or
administration of the plan.

The County provides life insurance, accidental death and dismemberment
insurance, and dental insurance to the employee and the employee's qualified
dependents. Plan documents for specific benefits are available at the Office of
Administrative Services. To be eligible for these benefits, an employee must
consistently work a minimum of thirty-four (34) hours per week. Dental and life
insurance coverage shall commence on the first of the month after the employee
has completed thirty (30) consecutive calendar days of continuous active
employment with the County and shall cease on the last day of the month in
which any of the following events occur: the employee's final day of
employment; when regularly scheduled hours are reduced below 34 hours per
week; or upon another "qualifying event" as defined under the Consolidated
Omnibus Budget Reconciliation Act ("COBRA").

The County also provides medical and hospitalization insurance to the employee
and the employee's qualified dependents. Plan documents for specific benefits
are available at the Office of Administrative Services. Dependent coverage at
group rates is available. To be eligible for medical and hospitalization insurance,
an eligible employee must consistently work a minimum of thirty (30) hours per
week.

At the employee's option, the employee may elect coverage through any one of
the applicable health insurance plans made available by the County. An
employee will have up to thirty (30) days from the start of your employment to
make your health insurance plan election. Once made, the employee's election
is generally fixed for the remainder of the plan year. However, if a qualifying
event (as defined under COBRA) occurs, an employee may make a mid-year change in coverage. Temporary or regular part-time employees are not eligible for health insurance, except those grandfathered under previous policy of the County.

Health insurance coverage shall commence thirty (30) calendar days following the employee's starting date of employment and shall cease on the earlier of the following events: the employee's final day of employment; when regularly scheduled hours are reduced below 30 hours per week; or upon another "qualifying event" as defined under the Consolidated Omnibus Budget Reconciliation Act ("COBRA").

Information packets describing the provisions of each insurance plan will be furnished to each employee upon the employee's commencement of employment.

A pre-tax deduction Section 125 Plan is available at the time of enrollment which allows employees to pay their share of the medical insurance premium with pre-tax dollars. The premium is taken out of the paycheck before taxes are calculated so Federal, State, Social Security or IMRF is not deducted from the premium.

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Eligible dependents under the age of sixty-five (65) years of retired employees sixty-five (65) years of age and over may participate until age 65 in the employer's health plans providing they assume payment of premiums.

Dental insurance may be continued for all retired employees and their dependents providing they assume payment of the insurance premium for as long as they wish coverage.

Any employee on IMRF disability is entitled to continue his coverage in the employer's health and dental plans providing the employee assumes payment of insurance premiums.

Insurance company representatives not currently affiliated with the County are prohibited from approaching any County employee during working hours with the exception of the benefits fair held by the County for its employees.

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event occurs. Failure to timely elect continued coverage under COBRA may result in a loss of continued insurance coverage.

There may be other coverage options for eligible employees and their dependents to buy coverage through the Health insurance marketplace. The County will notify the employee of the time period for which continuation coverage may be provided, or depending upon the employee's individual situation, the employee's options under the Health Insurance Marketplace.

Section 5.7

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HIGHPWAY COMMITTEE MINUTES

DATE: November 12, 2013
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Amy Cesich & Matt Prochaska
STAFF PRESENT: Andy Myers, Ginger Gates & John Burcscheid
ALSO PRESENT: PJ Fitzpatrick, Kelly Farley, Jarrod Cebulski, Vanessa Ferrario, Larry Nelson

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

Chairman Koukol motioned to move the YMCA agenda item to the first item of business. Second Gilmour. Motion approved unanimously.

Motion Wehrli; second Prochaska to approve the Highway Committee Minutes from the October 8, 2013 meeting. Motion approved unanimously.

Chairman Koukol introduced Larry Nelson and Vanessa Ferrario, who are representing the YMCA. Mr. Nelson discussed the YMCA’s current proposal to add lighting to the parking lot at their facility near the intersection of Eldamain Road and Route 34. He is concerned about patrons using the YMCA’s parking lot and the fact that the entrance and exit at the Y are very dark. He is concerned about safety at this location and requested the County participate in getting lighting along the Eldamain Road right-of-way near the Y’s access points. He also suggested that perhaps the County could put lights on the existing ComEd poles on the east side of Eldamain Road. The Committee discussed different options for signing or lighting in the vicinity of the YMCA. The County Engineer estimated that putting lights on ComEd poles would cost between $20 and $25 per month per location. Myers asked if there had been any accidents at the entrances to the YMCA. Nelson did not know. Wehrli believed that the County’s lighting at street intersections was different than providing lighting for private entities. There was also discussion about the landscaping and pine trees that might prevent good sight distance. Prochaska asked if there was any precedent for providing lighting for private entities. Other than the continuous lighting on Orchard Road, the County Engineer could not think of any examples of such an arrangement. The Committee’s direction was to obtain more information on the cost of providing lighting on the existing ComEd poles.

A bid opening for gas and diesel was held on November 12, 2013. Only one bidder, Elburn Coop, submitted a bid. The bid is for a fixed price per gallon for the next 12 months. The bid for gas was $2.731 per gallon, and the bid for diesel fuel was $3.204 per gallon. Wehrli asked about some of the taxes that the County doesn’t have to pay for fuel. He also asked whether the Highway Department used any “off road” or dyed diesel. Because almost all work by the Department is within the right-of-way, they don’t use any “off road” diesel fuels. Motion Cesich; second Prochaska to recommend approval of the bid for bulk fuel. Motion carried unanimously.
An intergovernmental agreement between Kendall County and Village of Millington was presented to the Committee. This agreement provides for the maintenance of parts of Vine Street and Church Street in Millington. These roadways had been considered County Highway Extensions. Now that the County has spent money improving the roadways, they will officially be considered part of the County Highway System. The Agreement is similar to the agreement that governed Johnson Street in the City of Newark. The County will maintain the roadway, pavement markings, signing, and will plow snow, while the Village will maintain the storm sewers, sidewalks, and street lighting. Motion Koukol; second Gilmour to recommend approval of the IGA to the County Board. Motion carried unanimously.

An Agreement between Kendall County and Mathewson Right-of-Way was presented to the Committee. Said Agreement would provide for negotiation services by Mathewson for land acquisition on the Eldamain Road Extension. Total cost for these services is $137,500. Cesich asked how long this process might take. Klaas estimated that it will take not less than 2 years to get all the parcels acquired. Werhli confirmed that this Agreement does not cover litigation costs. If eminent domain is used, and court costs are applicable, there would be additional charges above and beyond the base agreement. Motion Koukol; second Werhli to recommend approval of the Agreement to the County Board. Motion carried unanimously.

An Agreement between Kendall County and Illinois Department of Transportation (IDOT) was presented to the Committee. Said Agreement governs the construction and maintenance of the intersection of Illinois Route 126 and Ridge. The County will finish constructing the intersection and will agree to be the lead agency for maintenance of the traffic signal. IDOT will pay $300,000 for their part of the project. IDOT and the SAO are working to finalize the Agreement and have it ready for the next County Board meeting. Motion Gilmour; second Prochaska to recommend approval of the Agreement to the County Board. Motion carried unanimously.

Oswego Police Department had requested a written response from the County in regard to Low-Speed Vehicles and Non-Highway Vehicles on County Highways. Werhli was against both types of vehicles on County Highways, and was puzzled as to why the statutes were written the way they were. After more discussion by the Committee, the consensus was to notify Oswego that the County was not in favor of these types of vehicles on County Highways.

The Committee reviewed and recommended approval of the annual update to the County’s Long Range Transportation Plan. Motion Koukol; second Werhli to recommend approval of the Long Range Transportation Plan to the County Board. Motion carried unanimously.

The County Engineer discussed a professional services agreement with Huff & Huff Inc. for conducting additional soil and groundwater sampling for the leaking underground storage tank (LUST) at the Highway Department site. The Agreement has been put on the COW Agenda for consideration. The work will include multiple soil borings, groundwater monitoring wells, sampling, testing, reporting and project management.

The County Engineer informed the Committee that he has been investigating the purchase of a new or gently used mowing tractor, in light of the fact that the Department lost a tractor this year as a result of an accident. It appears that a replacement tractor will be above the bidding threshold of $30,000 and so the Department would have to go out for bid on the new equipment. The Department also did not purchase a bucket truck out of this fiscal year’s budget. So the money saved this fiscal year will likely be spent in next fiscal year’s budget, which will push the
Capital Expenditures line item over the budgeted amount for FY 14. The Committee did not have a problem with going out to bid for a new tractor.

Koukol discussed the recent loss of the Kubota mowing tractor and informed the Committee that the County could contest the amount the insurance adjuster sets for the value of the lost equipment; at least on future losses. It was Koukol’s and Klaas’s opinion that the County probably didn’t get the full value of the damaged mowing tractor.

Motion Prochaska; 2nd Wehrli to forward payroll and bills for the month of November in the amount $1,048,812.22 to the Finance Committee for approval. Motion carried unanimously

Meeting adjourned at 5:05 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Elburn Coop bid for Bulk Fuel, including both 89-Octane Gasoline and Ultra Low Sulfur Diesel Fuel, for contract period from December 1, 2013 to November 30, 2014, at bid price of $2.731 per gallon for gas and $3.204 per gallon for diesel and total bid price of $107,776.

2. Intergovernmental Agreement relating to the maintenance of parts of Vine Street and Church Street within the corporate limits of the Village of Millington.

3. Agreement to hire Mathewson Right-of-Way Company to negotiate acquisition of parcels on the Eldamain Road Extension Project in the amount of $137,500.

4. Agreement between Kendall County and IDOT governing the intersection improvements proposed at Illinois Route 126 and Ridge Road.

5. Kendall County Long Range Transportation Plan update.
**BID SHEET**  
**BULK FUEL BID**  
November 12, 2013

**CONTRACT PERIOD – TWELVE (12) MONTHS**  
December 1, 2013 – November 30, 2014

<table>
<thead>
<tr>
<th>Approx. Quantity</th>
<th>Description</th>
<th>Unit Price - Unleaded Gas $/Gallon</th>
<th>Unit Price - Diesel Fuel $/Gallon</th>
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<tbody>
<tr>
<td>16,000 Gal.</td>
<td>89 Octane Unleaded Gasoline w/ Ethanol</td>
<td>$2.59</td>
<td></td>
</tr>
<tr>
<td>20,000 Gal.</td>
<td>Diesel Fuel - High Quality ULSD Biodiesel (B2) Blend</td>
<td></td>
<td>$2.978</td>
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<tr>
<td></td>
<td>Underground Storage Tax</td>
<td>$0.008</td>
<td></td>
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<tr>
<td></td>
<td>Illinois Motor Fuel Taxes</td>
<td>$0.19</td>
<td>$0.215</td>
</tr>
<tr>
<td></td>
<td>Environmental Impact Fee</td>
<td>$0.003</td>
<td>$0.003</td>
</tr>
<tr>
<td></td>
<td><strong>Total Per Gallon Cost:</strong></td>
<td><strong>$2.73</strong></td>
<td><strong>$3.20</strong></td>
</tr>
</tbody>
</table>

Any State, Local or Federal Excise Taxes shall be paid by the vendor. It will be the duty of the vendor to apply for and request any refunds from the government where these taxes are concerned.

Please verify YES or NO that your product meets or exceeds the following requirements:

- Diesel Fuel must be a high quality ULSD Biodiesel (B2) Blend
- Diesel Fuel will be seasonally and geographically blended for low temperatures
- A dispersant to guard against clogging filters
- An extra lubricity added
- Glycol Ether to shed water
- An antioxidant for storage life
- A metal deactivator to suppress gum and varnish
- A corrosion inhibitor
- A low-sulfur content, 0.05 Wt % maximum

**Bid Submitted By:**  
Company Name: **ELBURN COOPERATIVE**  
Address: 128 N. AYRTON ST  
SYCAMORE IL 60178  
Phone: 815-509-0363

**Signature of Bidder:**  
**Petro Manager**

RETURN THIS SHEET FOR BIDDING
Intergovernmental Agreement Relating to the Maintenance of
Parts of Vine Street and Church Street within the Corporate Limits of the
Village of Millington

This intergovernmental Agreement is made between the County of Kendall, hereinafter referred to as Kendall County, and the Village of Millington, hereinafter referred to as Millington.

WHEREAS, Kendall County is a unit of local government, namely a county, organized and operated under the laws of the State of Illinois; and

WHEREAS, Millington is a unit of local government, namely a municipality, organized and operated under the laws of the State of Illinois and is located within Kendall County; and

WHEREAS, certain parts of Fox River Drive, traveling North, which then becomes Church Street, to its intersection with Vine Street and then travelling East on Vine Street until the intersection with Bridge Street in Millington, Illinois being approximately 0.883 total miles in length are currently considered a County Highway Extension to the public roadway maintained by Kendall County designated as FAS 171; and

WHEREAS, both Kendall County and Millington desire to designate certain parts of Fox River Drive, Church Street and Vine Street as a County Highway (FAS 171), as well as enter into an agreement concerning the responsibilities of the parties relating to the maintenance of said roadways and appurtenances within the corporate limits of Millington; and

WHEREAS, Kendall County and Millington desire to enter into this Intergovernmental Agreement pursuant to the provisions of the Intergovernmental Agreement Act, as provided in 5 ILCS 220/1 et. seq.; and

WHEREAS, in consideration of the mutual benefits and responsibilities conferred herein, Kendall County and Millington believe this Intergovernmental Agreement to be in the best interests of the parties.

NOW THEREFORE, IT IS AGREED:

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

2. Both Kendall County and Millington shall maintain, or cause to be maintained, Fox River Drive, Church Street and Vine Street, within the corporate limits of Millington, beginning on Fox River Drive a point approximately 0.71 mile south of the intersection with Vine Street and then travelling North, which then becomes Church Street, to the intersection with Vine Street and then travelling East on Vine Street until the intersection with Bridge Street in Millington, Illinois being approximately 0.883 total miles in length (See attached Location Map).
3. Maintenance to be performed by Kendall County shall include the perpetual maintenance of the roadway pavement, including thru-lanes, shoulders and parking stalls, as well as pavement markings and roadway signing. Maintenance includes plowing snow on said streets and applying anti-icing agents as necessary. Nothing in this agreement shall imply any obligation on Kendall County for the construction or maintenance of any traffic control signals.

4. Maintenance to be performed by Millington shall include the perpetual maintenance of all water and sewer mains and appurtenances, as well as any and all storm water drainage system(s) serving said streets and the surrounding area, including overland flow routes, ditches, storm sewer structures, piping and storm-water-related appurtenances. Additionally, Millington agrees to maintain all sidewalks, including ADA ramps, lighting and energy costs within the Fox River Drive, Church Street, and Vine Street right of way as designed on the Location Map.

5. Millington further agrees to maintain green infrastructure along Fox River Drive, Church Street, and Vine Street as designated on the Location Map. In the event grasses, bushes, trees or other landscaping reduces necessary sight lines, or overhanging branches create a hazard for the traveling public, Millington shall mow, trim or otherwise remove landscaping to provide necessary safety for the traveling public, including pedestrians.

6. Millington further agrees that it shall cause no work to be performed within the Fox River Drive, Church Street, and Vine Street rights-of-way as designated on the Location Map without the prior consent and approval of Kendall County, except in the case of an emergency, in which case Millington shall notify Kendall County at its earliest convenience following emergency operations undertaken by Millington.

7. Nothing shall prohibit Millington from plowing snow or applying anti-icing agents on said streets as a cooperative effort to improve safety. It is agreed that prior consent and approval is granted to Millington for snow plowing and anti-icing operations on said streets.

8. The parties agree and understand that this Intergovernmental Agreement shall not require, nor confer any additional responsibility on either party to undertake improvements to said roadway, except as already provided by law.

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

10. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether written or oral. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by all the parties. This Agreement may be terminated at the discretion of the Kendall County upon 30 day written notice to Millington.
11. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limited said provision, it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited.

APPROVED BY THE VILLAGE OF MILLINGTON

Scott Smith, Village President

Attest: ____________________________ Village Clerk
Date: 11-11-13

APPROVED BY KENDALL COUNTY

John Shaw, Kendall County Board Chairman

Attest: Debbie Gillette, Kendall County Clerk
Date: ____________________________
LOCATION MAP

Village of Millington

Designates Former County Highway 1 Extension (FAS 171)
Now Classified as County Highway 1 (FAS 171)
0.883 Mile Transferred from Village of Millington to Kendall County
CALL TO ORDER
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:31 p.m.

1) Roll Call - Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Prochaska, Member Cullick & Member Wehrli. All members were present to form a quorum of the committee. County Administrator Wilkins and Facilities Management Director Smiley were also present.

2) Approval of the October meeting minutes - Chairman Koukol asked for a motion to approve the October committee minutes. Vice-Chair Gilmour motioned to approve the minutes, Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS
1) Landscaping Repairs Projects
   - All projects have been completed.

2) Courthouse Locker Room Construction
   - Court Security started using the Locker room on October 28, 2013.
   - Project complete.

3) Public Safety Center Records Remodeling
   - Furniture was installed October 8, 2013. Staff moved into the space on October 22, 2013. Jim has pricing for the furniture in phase two, which was requested to be included in the 2014 budget.
   - Phase One Project Completed.

4) Courthouse Fire System Testing
   - Mapping of the Western half of the system is scheduled for November 12-14th to try and determine which loops are overloaded with devices from the addition a few years ago.

Report from meeting
Member Wehrli asked if the fire department was involved in the testing. Jim said no this was the vendor testing with KCFM staff. Jeff asked if the fire department ever tours the facility. Jim said he had them through a few years ago but they do not seem to come through once a year as he has experienced in other communities where he has worked.

5) Animal Control HVAC replacement
   - Jim received a price of not to exceed $1,000.00 for Engineering services from Kluber. Jeff Wilkins authorized Jim to go ahead with this work to be paid for with Animal Control funding. Once this is complete Jim can bid out the project.

Report from meeting
Chairman Koukol said he thought we had decided to wait on this project since air conditioning was the main issue with the systems. Vice-Chair Gilmour agreed with Chairman Koukol. Member Cullick asked Director Smiley if there were issues with the heating system as she did not want to wait if there are. Mr. Smiley said the main issue was with the system ducting going into the attic and the attic being over 100 degrees on hot & humid days. This raises the temperature of the cooled air before it is discharged into the space. The attic needs venting and possibly more insulation in the ductwork as well as verification the system size is correct for the current operations of the facility. Chairman Koukol said that he was concerned there would not be time for this project currently but promised that Jim would start on the project the first week of January. Chairman Koukol asked for consensus of the committee to delay the project and to put it back on the January agenda. All members agreed with this plan.
6) Technology Request for a Generator at the Historic Courthouse
- Stan Laken requested a generator circuit or generator be added to this facility to keep the data system running in the event of a sustained power outage. Jim was directed to investigate this further and bring it back to the FM Committee. Stan Laken is here to further explain the need and to answer questions the committee has on this desired project. Jim received an estimate of less than $5,000.00 to have Kluber provide engineering services for this project. This project was not included as part of the COB projects. No funding has been allocated to date for the project or for the engineering.

Report from meeting
Since Chris Mehochko was attending the meeting Chairman Koukol asked him if the ROE felt their operations needed a backup generator at the facility. Chris said it would be beneficial to keep their operations running in the event of an extended power outage, especially with the testing center coming online soon. Chairman Koukol asked Chris if the ROE would be able to consider contributing to the cost of adding a generator. Chris said the ROE would be able to consider it. Dan also asked Member Wehrli if he thought the Forest Preserve would consider helping with the cost to add a generator. Jeff said yes he thought it would be worthwhile to ask the Forest Preserve to help with the costs. Jim said he was not sure code would allow the generator at the COB to be used to connect a line to protect equipment at the Historic Courthouse. Jim was also concerned the cost to trench and directional bore between the properties would make it too expensive to connect it to the generator that is being installed at the COB. Member Wehrli said it is not excessive to directionally bore a 2-3 inch line. The committee directed Jim to talk with Kluber to see if the COB generator could be used to also power equipment at the Historic Courthouse.

7) Public Safety Center Floor Projects Update
- Jim received approval from County Board Chairman Shaw and FM Committee Chairman Koukol to place the Kendall County project contract on the agenda for the next County Board meeting.
- Jeff Wehrli also approved placing the floor projects contracts being paid for by the Public Building Commission, to be on their next meeting agenda.

NEW BUSINESS/PROJECTS

1) Chairman's Report
- Chairman Koukol’s report on ongoing events in the Facilities Management department.

Report from meeting
Chairman Koukol declined to report on items due to guests presenting at the meeting and to keep the meeting on time.

2) Chris Mehochko Presentation ROE Classrooms
- Chris asked to be on the agenda to thank the committee for supporting the completed project and to invite everyone to an open house on November 14, 2013.

Report from meeting
Mr. Mehochko said that Pierson VUE had taken over testing for the State of Illinois. In order to approve the ROE facility to be a testing center Chris had to submit over 100 pictures of the facility including the grounds and all the way to sitting at a testing position. So far eight of the nine positions were approved and the ninth will be approved as soon as they add an additional camera in the testing room. Chris thanked the committee for supporting the project and also Jim Smiley's staff and contracted vendor for doing an excellent and timely build out of the project. Mr. Mehochko said they are planning an open house on November 14th and invited all involved to attend if they had time. Chairman Koukol asked if they would do auction and other license testing. Chris said they would be doing all the testing that Pierson VUE performs.

3) County Office Building Roof and Systems Upgrades Kickoff Meeting
- The meeting was held on October 31, 2013 at the COB. Kluber engineer Don Ware and Architect Chryan Haldeman attended along with representatives from Commercial Mechanical, Chairman Koukol and FM Director Smiley. The signed contract and associated required paperwork were given to Jim to have County Board Chairman Shaw sign as authorized by the County Board in a previous meeting. Items discussed were parking, planned start date, pay request review and submittal dates each month. The next meeting is scheduled for November 12, 2013 at 8a.m. Commercial Mechanical plans to bring the site Project Manager to this meeting and will have a tentative schedule for the project. They do not plan to have a pay request for November.
4) State’s Attorney Shelving and Lighting
   - The shelving was installed in early October. Once the shelving was installed Eric asked Jim to provide pricing for adding a couple of additional lights to the area. Jim said we had decommissioned fixtures that could be re-hung and used with little or no cost other than our labor.
   - FM staff completed hanging two additional fixtures in the area. Project complete.

5) Judge Pilmer Office Changes
   - Judge Pilmer did not like the desk arrangement he had in his office. He asked to have the furniture removed and an open leg conference table be brought in from another judge’s office. KCFM staff removed the furniture and re-routed the telephone and data wiring in the office to accommodate the new setup. Project complete.

6) Parking Lot Projects
   - Jim contacted several companies to try and still get some crack filling and re-stripping done before the weather changes to winter conditions. Jim hopes to have the contractor selected next week so the work can be done ASAP. Funding for this work is in the 2013 FM Capital budget.

7) Police Memorial Project at the Courthouse
   - The Sheriff’s office asked Jim to review two areas near the main entrance at the Courthouse for underground obstacles that would need to be moved in order to install the memorial. Jim reviewed drawings and performed a site survey and found the one area to be better than the other due to the main sanitary structure being in the way. Jim is in the process of putting together a drawing for the Sheriff’s office to show the desired area for the memorial to be located.

8) Annual Generator Systems Testing
   - Testing was completed during the week of October 28, 2013. All systems passed the load testing.
   - Project complete.

9) UPS Systems Semi-Annual Testing
   - Testing is scheduled for November 6, 2013.

10) Request for outlets in the Stepper Machine Room at the Health Department
    - The Health department set up a new stepper exercise machine in an empty office on the 2nd floor of the facility. After setting it up they realized the electric cord would not reach an existing outlet in the room. They also wanted to hang a small TV and DVD player on the wall and have electric installed for it. Jim looked at the situation and is allowing a surge suppressor device with a built-in circuit breaker to be used for the machine. KCFM staff will connect an outlet up high on the wall from the lighting in the room.

11) Heat Panel Request in the Technology Department
    - We have experienced areas in the Health facility to be too cold due to windows and outside walls to be in close proximity.
    - KCFM staff has hooked up infrared panels in these areas to make the occupant feel warmer without actually warming up the air space.
    - This is cheaper alternative to adding hot water piping and installing a new VAV box in the areas.
    - Although Technology is not on an outside wall Stan has authorized to pay for a panel and controls to be mounted near one of the workstations in the main technician cubicle area.
    - KCFM staff will be purchasing the equipment and installing it in the area soon.

EXECUTIVE SESSION
Not Needed.
ADJOURNMENT
Chairman Koukol asked for a motion to adjourn the meeting. Member Wehrli made a motion to close the meeting at 4:29 p.m. Member Prochaska 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 4:29 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met and was called to order at 2:30 p.m. by Chair John Purcell.

Committee members present: Amy Cesich, Lynn Cullick (2:54p.m.), Elizabeth Flowers, Judy Gilmour, John Purcell

Other Board Members Present: Matt Prochaska

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Julie Hanna, Bob Jones, Scott Koster, Stan Laken, Jim Smiley, Tom Thomas, Jeff Wilkins, Angela Zubko

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Amy Cesich, second to the motion by Elizabeth Flowers to forward the claims in the amount of $2,593,495.67 to the County Board for approval. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – No report

Debbie Gillette, County Clerk and Recorder - No report

Tom Thomas, Department of Health and Human Services – No report

Chief Deputy Scott Koster, Sheriff’s Office – No report

Jim Smiley, Facilities Management – Mr. Smiley stated that the construction project for the COB roof and generator will begin next week. Mr. Smiley asked for clarification of how payments for project invoices are to be paid since there is not an ad-hoc committee to provide approval of bills. After committee discussion, it was determined that Mr. Smiley will proceed paying bills in the usual voucher method.

Stan Laken, Technology – No report
**Items from Other Committees** - None

**Other Items of Business**

- *FY 2013-2014 Budget and Appropriation Ordinance Recommendations* -- Jeff Wilkins reviewed the documentation in detail with the committee.

- *Review FY 2012-2013 Year End Projections* -- Latreese Caldwell reviewed the year end projections. Discussion on the projected fund balance and surplus, possible options for any surplus, and upcoming capital fund projects.

  Member Flowers left the meeting at 3:28 p.m.

- *Determine FY 2012-2013 Year End Capital Transfer* – The final General Fund Expenditure as of 11/21/13 and the final General Fund Revenue as of 11/25/13 will be used to determine the surplus to transfer to the Public Safety Sales Tax Capital Improvement Fund from the FY13 budget. The amount to be transferred will net the FY13 General Fund Revenue and General Fund Expenditure to 0 on a cash basis.

- *FY 2012-2013 Amended Budget and Appropriation Ordinance Recommendations* – Bob Jones, Chief Deputy Treasurer, reviewed expenditures and revenues of the amended FY2012-2013 budget.

- *Recommend Kendall County Property Tax Levies 2013 payable 2014 totaling $20,419,486* – Jeff Wilkins explained that since the EAV’s have not been finalized and the appeals are not yet finalized by the Board of Review, the current levy listed in the budget is an estimate. Wilkins said that in order for the County to collect the full amount of property taxes available, the documents show a levy higher than the budget estimate. Motion made by Lynn Cullick, second by Judy Gilmour to change the levy amount to $20,290,000. *With all in agreement the motion carried.*

**Old Business** – None

**Action Items for County Board**

- Approval of County claims in the amount of $2,593,495.67

**Public Comment** – None

**Executive Session** – Lynn Cullick made a motion to enter into Executive Session for the purpose of 5 ILCS 120/2 (c) (1) – 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. The motion was seconded by Amy Cesich.

**Roll Call**: Amy Cesich - yes, Lynn Cullick - yes, Judy Gilmour - yes, John Purcell - yes

With all in agreement, the committee enter into Executive Session at 3:48 p.m.

Lynn Cullick made a motion, second by Amy Cesich to reconvene regular session. The committee reconvened at 4:06 p.m.

**Adjournment** – Judy Gilmour made a motion to adjourn, second by Lynn Cullick. With all members voting aye, the meeting adjourned at 4:09 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Kendall County, Illinois
Committee of the Whole

Thursday, November 14, 2013
County Office Building
Board Room 209-210
Meeting Minutes

Call to Order
The Committee of the Whole was called to order by Chair John Shaw at 4:10 p.m., who led the group in the Pledge of Allegiance.

Roll Call
Members Present: Amy Cesich - here, Lynn Cullick - here, Judy Gilmour- here, Scott Gryder - here, Dan Koukol - present, Matt Prochaska - here, John Purcell - yes, John Shaw - here, Jeff Wehrli - here

Members Absent: Elizabeth Flowers

Other Employees Present: David Berault, Leslie Johnson, Jim Smiley, Eric Weis, Jeff Wilkins

Items of Business

➢ From Highway Committee
Agreement with Huff & Huff, Inc. for professional services to remediate UST issues with IEPA at the Highway Department for a not-to-exceed cost of $42,625 - Member Koukol explained that this issue has been discussed at the Highway Committee extensively. Mr. Koukol stated that years ago underground tanks were removed by a contractor and the filings and records were never found by the IEPA. The IEPA is now requiring the County to take numerous soil borings and install multiple monitoring wells, as well as perform sampling and testing of groundwater at the Highway Department as part of the Corrective Action Plan. Huff & Huff will handle project management, including sampling, testing and coordination with the IEPA.

➢ From Admin HR Committee
The IMRF Notice to Governing Bodies regarding the 2013 Election of Executive Trustee - Item was removed from the agenda

➢ From PBZ Committee
Petition 13-17: Maly Processing Plant- Special use for a Small Poultry and Small Animal Processing Plant – Scott Gryder briefed the committee on the special – use request and provided history on the request.

Angela Zubko provided additional information on the recommended conditions for the petitioners:
Kendall County, Illinois
Committee of the Whole

1. A maximum of 21,000 units per week
2. Facilities (the unloading area) must be located at least 400’ from any principle structure.
3. No rendering may take place on the site.
4. Live animals may be held on the site for no more than twenty-four (24) hours.
5. All slaughtering/processing permitted only in an enclosed building.
6. The hours of operation are to be 5:30am to 6pm, Monday through Friday except Saturdays in October and November to process turkeys.
7. In no event can poultry produced be sold for retail or wholesale by the processor on the processing site.
8. All applicable Federal, State and County rules and regulations shall apply.
9. Waste, by-products or any decomposable residue which results from the slaughtering of animals must be kept in a sealed container and picked up within 48 hours.
10. All signage shall comply with the provisions of Section 12 of the Kendall County Zoning Ordinance (Sign Regulations).
11. Shall satisfy all requirements of the Kendall County Health Department and Building Department prior to the issuance of occupancy permits.
12. Performance Standards. All activities shall conform to the performance standards set forth in section 10.01.G.
13. Engineering drawings including storm water must be approved before a building permit can be released.
14. Within 5 years, 50’ of the driveway must be a minimum of tar and chipped.
15. Kendall County staff will have access to the log books kept in-house to verify the limits are being maintained with regards to how many animals are processed weekly.
16. A certificate of occupancy will be required and copies of the EPA, IDPH and USDA permits supplied at the time of application for the building permit.
17. On the north side of the parking lot, a 3-4 foot in height berm with landscape to 100% opacity to shield car headlights.

Mr. Gryder explained why the PBZ Committee added the last two requirements.

Kelly Kramer, the attorney representing the petitioner, provided additional information of the petitioner’s compliance with the County’s requirements, the actions taken by the petitioner to comply, and also provided clarification of which governmental entities require what documentation for the processing plant.

The petitioner, Mr. Alan Maly answered questions regarding the proposal, the structure, the water table issue, the acreage for the processing plant, safety issues, potential jobs for County residents, concerns about possible water contamination, the septic system issue, resident concerns about contamination of their wells, the location, and the proper disposal of industrial waste.

Scott Gryder, Chair of the Planning, Building and Zoning Committee asked the State’s Attorney’s office to research whether there is potential liability for the
Public Comment

Mr. Cliff Thrall, 310 Renesoy Drive, Newark, neighbor of the proposed processing plant and a licensed waste-water system professional reported that an average home uses 500 gallons of water per day. Mr. Thrall provided the EPA guidelines for a processing plant, and expressed his concerns for the location of the proposed plant.

Mrs. Kate Thrall, 310 Renesoy Drive, Newark, neighbor of the proposed processing plant, informed the committee of a petition in disapproval of the proposed processing plant, circulated to and signed by approximately 90 local residents, and expressed her concerns for installing a processing plant at that location. Mrs. Thrall stated that not all of the Village of Newark Trustees is in agreement of the proposed processing plant, since two the trustees signed the petition of disapproval.

Mr. Ken Ahnert, 315 Conrad Court, Newark, expressed his concerns about the increased traffic, decreased property values, and safety for residents, if the County approves the processing plant.

Mr. Jim Sperlakis, 507 Renesoy Drive, Newark, neighbor of the proposed processing plant, expressed his concerns that he was not notified earlier about the proposed plant, the disposal of the gray residual water, and the possible contamination of water, the type of septic system being installed, the smell of a processing plant, and the effect the plant would have on his property value.

Mr. Peter Renz, 504 Renesoy Drive, Newark, expressed his concerns about the lack of water for the community because of and the amount of water the plant will use, the smell of the processing plant, and the inappropriate use of the property in that location.

The Committee took a break at 5:27 p.m. The meeting reconvened at 5:34 p.m.

Petition 13-29: Historic Preservation Ordinance Amendment – Item was removed from the agenda until additional information is available

From the County Board Chairman

Transparency Ad-hoc Committee – Board Chairman John Shaw stated he is forming this committee because of the ongoing investigation by the Sheriff’s Office at the request of the Grand Jury regarding the supposed or perceived violation of per diems by eleven members of the current and past Board members. Mr. Shaw said that he is changing the name to the Per Diem Ad-hoc Committee. Mr. Shaw appointed Amy Cesich as the Committee Chair, Lynn Cullick as the Vice Chair,
Kendall County, Illinois
Committee of the Whole

and other committee members appointed are Matt Prochaska, Scott Gryder and Judy Gilmour.

Amy Cesich stated there is no way to know when the investigation will end, or what issues will surface. Ms. Cesich said that taking a pro-active role to avoid similar issues in the future will be beneficial to the current and future County Board members and the County. Ms. Cesich is recommending that this committee to be a voluntary committee so that there is not any additional cost to the citizens.

Ms. Cesich stated there needs to be a standard form used by everyone, additional procedures and policies to guide Board members, and the need to address and budget for outside or other meetings or events that Board members attend.

Mr. Prochaska stated that he would like to ensure that the goals and purpose of the committee are provided in writing.

Ms. Cesich stated that Jill Ferko will be available to meet with the committee as needed, and Jeff Wilkins will attend each committee meeting.

*Lease agreement between Kendall County and Kendall County Board of Health for space at 811 West John Street* – Eric Weis stated the Jeff Wehrli has been working with the Department of Health and Human Services, and the other three occupants regarding the leasing of the County owned facility at 811 West John Street, Yorkville, IL. Mr. Weis reported that they are working toward a 19-year lease with the space configuration with the lease amount of $145,814 per year, paid quarterly. Mr. Weis, Dr. Tokars and Jim Smiley toured the facility to determine each space, and its usage. Mr. Weis said this will solidify the lease with the County, and the space allotted to each building occupant.

Mr. Weis said that there has been discussion on the lease amounts paid by KCEDC, Easter Seals and CASA.

Mr. Weis stated that if one of the other three occupants vacated the facility, that the vacated space would return to the Department of Health & Human Services.

Mr. Weis’ office is in the process of developing lease agreements with CASA and Easter Seals.

**Old Business** – None

*Review Draft Board Agenda* – Matt Prochaska asked that Public Safety be added to the Standing Committee report section on the November 19, 2013 County Board meeting.

Jeff Wilkins asked that we add under Compensation Coverage “*amount not to exceed $851,000*”

**Action Items for the County Board**
- Agreement with Huff & Huff, Inc. for professional services to remediate UST issues with IEPA at the Highway Department for a not-to-exceed cost of $42,625

- Petition 13-17: Maly Processing Plant- Special use for a Small Poultry and Small Animal Processing Plant

- Lease agreement between Kendall County and Kendall County Board of Health for space at 811 West John Street in the amount of $145,814 per year for 19 years, to begin on December 1, 2013.

- Resolution to add the Electric Aggregation issue on the March 2014 ballot

Questions from the Media — Ryan Morton, WSPY Radio, asked which Board members are still using the older half sheet per diem form. Member Wehrli is the only member still using the older form.

Matt Schury, Kendall County Record, asked which County Board members have already been interviewed by the Sheriff’s office regarding the Per Diem investigation. Member Wehrli stated that he has been interviewed.

Executive Session — None needed

Adjournment - Member Prochaska moved to adjourn the Committee of the Whole meeting and the motion was seconded by Member Koukol. There being no objection, the Committee of the Whole, at 6:16p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
November 12, 2013

Mr. Francis Klaas
Kendall County
6780 Route 47
Yorkville, Illinois 60560

Re: Document Review and Investigation Activities
Highway Department Property
6780 Route 47, Yorkville, IL
Proposal No. U13-008

Dear Mr. Klaas:

Huff & Huff, Inc. (Consultant) is prepared to offer Professional Engineering Services for conducting additional soil and groundwater sampling activities for the leaking underground storage tank (LUST) incident at the property at 6780 Route 47 in Yorkville, Illinois. LUST Incident No. 952150 is associated with three USTs (two diesel fuel and one gasoline).

Consultant previously collected soil and groundwater samples to assess current site conditions and submitted the 45 day report to the Illinois EPA. Based on previous findings, additional investigation is necessary and submission of the Site Investigation Completion Report (SICR) followed by a Corrective Action Plan (CAP), remediation, then Corrective Action Completion Report (CACR). Should analytical results indicate achievement of Remedial Objectives preparation of a CAP will not be necessary, and a CACR will be completed, requesting closure of the LUST incident.

Based on available information, groundwater impacts are present at the site above the Class 1 Groundwater Standards. The soil concentrations also exceed the Tier 1 Remedial Objectives for the soil migration to groundwater exposure pathway. In order to secure closure of the site, addressing groundwater impacts is required. Installation of monitoring wells is important to determine if soil excavation can be reduced or eliminated.

As the previous groundwater sample achieved the remedial objective for the vapor intrusion exposure pathway, soil gas sampling is not anticipated and is not included in this proposal. Should the IEPA require soil gas testing, the estimated scope and costs will be provided in a supplement.
1. **PROJECT SCOPE**

Specifically, the following tasks will be completed:

**Task 1:** Conduct additional soil delineation activities. Previous sampling at the site identified constituents of concern with concentrations above the Tier 1 Remedial Objectives. Based on the results, additional sampling is necessary to the southeast, west, and north of the former underground storage tanks to complete the delineation. Based on recent IEPA correspondence it will also be necessary to collect additional samples from within the source area near to the former USTs. Soil borings are planned for advancement at up to 10 locations with up to 40 soil samples being collected for benzene, toluene, ethylbenzene, and xylenes (BTEX) and polynuclear aromatic hydrocarbons (PNAs). Soil sampling is anticipated to be completed within a one day period with boring termination planned at depths of approximately 15 feet below ground surface (bgs). Boring locations will be recorded with a GPS.

The soil samples will be collected from depth interval of ground surface to 3 feet, 3 feet to 5 feet, 5 feet to 10 feet, and 10 feet to 15 feet. The samples will be screened with a photo ionization detector to identify the discrete portion of each interval from which the analytical sample will be collected. The soils will be logged for inclusion in the SICR.

**Task 2:** Groundwater monitoring well installation. Based on the groundwater analytical results, installation of five permanent monitoring wells is proposed. Per Illinois EPA regulations, one of the wells will be placed within the area of highest impact (former UST basin area) with the remaining wells placed 200 feet from the former UST basin. Based on previous depth to groundwater information, the wells will be installed to depths of approximately 22 feet bgs. The wells will be completed with flush mount covers to avoid impacting daily site activities. Well locations will be recorded with a GPS.

Consultant will measure the elevations of the ground surface and top of PVC riser to the nearest 0.01 foot to determine groundwater flow. An arbitrary benchmark will be referenced as part of the elevation survey.

Soil samples will be collected during well installation for the indicator contaminants (per Illinois EPA requirements) noted in Task 1. Consultant will coordinate with the Highway Department for placement of soil and groundwater drums resulting from well installation. Proper disposal of the drums is assumed to be completed by the Highway Department.

The soil samples will be collected from depth interval of ground surface to 3 feet, 3 feet to 5 feet, 5 feet to 10 feet, and 10 feet to 15 feet. The samples will be screened with a photo ionization detector to identify the discrete portion of each interval from which the analytical sample will be collected. The soils will be logged and well
construction information recorded for inclusion in the SICR.

Task 3: Groundwater monitoring development/sampling/slug testing. The groundwater monitoring wells will be developed to ensure collection of a representative groundwater sample. Development will be conducted at least 48 hours after setting the wells to avoid damage to the well. The development will aid in removal of fine particles which will also allow for a better determination of aquifer characteristics during the slug test phase. Purge water generated during development will be stored in appropriately labeled drums onsite, pending future off site disposal by the Highway Department.

The wells will be sampled for BTEX and PNAs using low flow pumping techniques. Low flow pumping creates less turbidity than standard bailer methods, resulting in less suspended solids to influence the analytical results. Parameters including pH, conductivity, dissolved oxygen, and temperature will be recorded during low flow purging. Prior to sampling the wells will be opened and allowed to equilibrate, after which depth to water level measurements will be recorded. The depth to water level measurements will be measured from top of PVC on the north side of the wells to the nearest 0.01 foot. Purge water generated during sampling will be stored in appropriately labeled drums onsite, pending future off site disposal by the Highway Department.

The well located in the down gradient location will be slug tested to determine hydraulic conductivity. The conductivity will be used for determining the appropriate groundwater classification for the site.

Task 4: Preparation of SICR for submission to the Illinois EPA will be completed after collection of the first round of groundwater sampling. Task includes Tier 2 modeling for the groundwater and soil migration to groundwater remedial objectives. Task also includes conducting a formal water well survey to confirm well locations as discussed in the 45-Day Report. Consultant assumes the Highway Department will provide necessary information on the nearby well to the north to meet the requirement of the recent IEPA correspondence.

Task 5: Preparation of Corrective Action Plan or Corrective Action Completion Report.

Depending upon the results from the above tasks, the extent of remediation will be proposed.
2. PROJECT COST

The estimated cost for completion of the site investigation is listed below, and excludes costs for preparing reimbursement applications.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Task 1: Soil Delineation</td>
<td>$11,600</td>
</tr>
<tr>
<td>Task 2: Well Installation</td>
<td>$14,000</td>
</tr>
<tr>
<td>Task 3: GW Sampling / Development / Slug Testing</td>
<td>$7,100</td>
</tr>
<tr>
<td>Task 4: Site Investigation Completion Report</td>
<td>$4,100</td>
</tr>
<tr>
<td>Task 5: Corrective Action Plan or CACR</td>
<td>$5,100</td>
</tr>
<tr>
<td>Task 6: Project Management and IEPA Coordination</td>
<td>$725</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$42,625</strong></td>
</tr>
</tbody>
</table>

Consultant proposes to complete this project on a Time and Materials Basis using the fee schedule attached and will guarantee the costs will not exceed $42,625. This cost assumes that the Highway Department will locate private utilities prior to drilling activities. Should active remediation be necessary, a separate proposal to cover the oversight and CACR will be prepared.

The Illinois EPA recently established remedial objectives for the vapor intrusion pathway. The previous findings indicated achievement of the remedial objectives based on groundwater results; however, soil gas samples were not collected. The Illinois EPA may require collection of soil gas samples which have not been incorporated into the above tasks. Should collection of soil gas be required, collection and assessment of the results can be completed for an additional $4,200 and includes collection of up to two soil gas samples.

3. CONTRACT CONDITIONS

1. CONSULTANT'S SERVICES: The Consultant's (Huff & Huff, Inc.) services shall consist of those tasks described in Section 2.

2. SCHEDULE: The Consultant's work under this Agreement shall begin upon receipt of written notice to proceed or a signed copy of this Agreement, and 75 days will be required to complete this project.

3. COMPENSATION: The fee basis for the scope of work, as outlined in Section 2, pertains to the specific scope work.

4. DIRECTION: For work performed under this Agreement, Consultant shall take direction from the Client.

5. CHANGES: This Agreement may only be changed by written amendment which specifies the terms being revised and which has been signed by both parties hereto.

6. PROJECT DATA: The Consultant, in coordination with the Client, shall obtain from the appropriate sources all data and information necessary for the proper and complete execution of...
the Consultant's services. Consultant shall be entitled to rely on materials and information provided by the Client.

7. INDEPENDENT CONSULTANT: The Consultant shall be deemed to be an independent contractor in all its operations and activities hereunder. The employees furnished by Consultant to perform the work shall be deemed to be Consultant employees exclusively, and said employees shall be paid by Consultant for all services in this connection. The Consultant shall be responsible for all obligations and reports covering Social Security, Unemployment Insurance, Worker’s Compensation, Income Tax, and other reports and deductions required by an applicable state or Federal law.

8. RIGHTS OF WORK PRODUCT: Client shall have unlimited rights in all drawings, designs, specifications, notes, and other work developed in the performance of this contract, including the right to use same on any other work without additional cost to the Client. The Consultant shall not be liable for any use or reuse of the drawings, designs, specifications, notes and other work for use other than intended under the terms of this Agreement.

9. INDEMNIFICATION: The Consultant hereby agrees to indemnify and hold harmless the Client and any proper owners whose property it is necessary to access in the performance of this work, against any and all liability, loss, damages, demands, or actions or causes of action, which may result from any damages or injuries sustained by a person or entity in connection with or on account of any negligent act or omission of the Consultant or its employees relating to its obligations pursuant to this Agreement.

10. TERMINATION: Client may terminate this Agreement at any time upon ten (10) days written notice for whatsoever reason, provided Client shall pay the Consultant a reasonable fee for work satisfactorily performed prior to the effective date of termination. In no case, however, shall the total amount paid to Consultant exceed the amount set out above.

11. INSURANCE: The Consultant shall maintain insurance as set forth in the prime contract, if attached, or as set forth below.
   b. Comprehensive General Liability Insurance for Bodily Injury and Property Damage to a combined single limit of $2,000,000 per occurrence/claim or an umbrella of $3,000,000.
   c. Comprehensive Automobile Liability Insurance, including owned, hired, and non-owned automobiles, for Bodily Injury and Property Damage to a combined single limit of $1,000,000 per occurrence.
   d. Professional liability insurance $2,000,000 on a claims made basis.

12. STANDARD OF CARE: Services performed by the Consultant under this Agreement will be conducted in a manner consistent with the level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions.

13. RETENTION OF RECORDS: Consultant shall maintain complete records of all hours billed and direct costs incurred under this Agreement so as to accurately reflect the services performed and basis for compensation and reimbursement under this Agreement. All relevant project and accounting files relating to this project shall be maintained for a period of seven (7) years from
the date of termination or completion.

14. LEGAL: This Agreement shall be construed and interpreted solely in accordance with the laws of the State of Illinois.

BOTH PARTIES HERETO WARRANT AND REPRESENT that they have full right, power, and authority to execute this Contract.

IN WITNESS THEREOF, the parties hereto have executed this Agreement as of the day and year first specified above.

CONSULTANT

HUFF & HUFF, INC.

[Signature]

By: James E. Huff, P.E.

Typed Name

Senior Vice President

Officer's Title

November 12, 2013

Date

CLIENT

KENDALL COUNTY HIGHWAY DEPARTMENT

[Signature]

Typed Name

Officer's Title

Date
HUFF & HUFF, INC.

2013 FEE SCHEDULE

This statement is being furnished to you in the interest of enhancing your understanding of our billing policies and procedures. Each employee is assigned an hourly rate and records his or her time for each project. Each invoice identifies each person that charged time to the project, hours spent and total cost for each individual. All time spent traveling on client business is included in the time charged to a project.

The Project Manager responsible for preparation of your statement reviews the time records before rendering a bill for adjustments in the statement where appropriate in the judgment of the Project Manager. For example: time may be adjusted downward for duplication of effort, for training time beyond the normal adjustments for technical experience already factored into our hourly rates, or in other situations where it would not be fair to charge you for the full time spent on your project.

Listed below is our 2013 Fee Schedule. These rates are adjusted annually, effective January 1 of each year, to reflect changes in salaries, overhead, and the experience of individuals. Overtime is charged at the same hourly rates listed below.

<table>
<thead>
<tr>
<th>Professional Services</th>
<th>$/Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principals</td>
<td>$175.00</td>
</tr>
<tr>
<td>Senior Staff (Engineers/Scientist)</td>
<td>$93.00 - 170.00</td>
</tr>
<tr>
<td>Project Engineers/Scientist</td>
<td>$60.00 - 106.00</td>
</tr>
<tr>
<td>Designer/Senior CAD</td>
<td>$107.00</td>
</tr>
<tr>
<td>Technicians/CAD</td>
<td>$56.00 - 80.00</td>
</tr>
<tr>
<td>Clerical</td>
<td>$50.00 - 96.00</td>
</tr>
</tbody>
</table>

| Travel                                         |          |
| Corporate vehicles                             | $0.555/mile |
| Personal vehicles                              | $0.555/mile |
| All other travel                               | Cost     |

| Reproduction                                   |          |
| In-house                                       |          |
| Black & White                                  | $0.11/copy |
| Color-8-1/2" x 11"                             | $0.50/copy |
| Color-11" x 17"                                | $1.00/copy |
| Plotter-24" x 36"                              | $6.00/copy |
| Binding accessories                            | Cost     |
| Outside Photos                                 | Cost + 10% |

| Fax Sent                                       | $1.00/each |
| Fax Received                                   | No Charge  |
### Field Work

$30.00/day/person

(Include minor supplies, equipment, work clothes, cleaning, etc.)

Includes company Cellular phone use – field work & travel days

<table>
<thead>
<tr>
<th>Item</th>
<th>Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bailers: Regular</td>
<td>$8.50/each</td>
</tr>
<tr>
<td>Hydra-Sleeve, 1.6&quot;</td>
<td>$19.00/each</td>
</tr>
<tr>
<td>Hydra-Sleeve, 2.0&quot;</td>
<td>$26.75/each</td>
</tr>
<tr>
<td>ORC Socks: 2&quot;</td>
<td>$54.50/each</td>
</tr>
<tr>
<td>4&quot;</td>
<td>$67.25/each</td>
</tr>
<tr>
<td>HRC</td>
<td>$10.00/lb.</td>
</tr>
<tr>
<td>5035 Method Sets</td>
<td>$13.20/set</td>
</tr>
</tbody>
</table>

### Analytical

Cost + 10%

### Outside Services

Subcontractors: Cost + 10%

Supplies (Significant): Cost + 10%

Postage: Cost + 10%

### Equipment Rental

**In-house:**

- PID Meter: $75/day or $225/week
- Jerome Meter: $100/day or $300/week
- Noise Meter: $40/day or $120/week
- D.O. Meter: $25/day or $75/week
- G.P.S. Unit: $75/day or $225/week
- Peristaltic Pump: $50/day or $150/week