1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. New Business
   A. Ratification of collective bargaining agreement between the Illinois Fraternal Order of Police Labor Council (Corrections Deputies), Kendall County and the Kendall County Sheriff effective December 1, 2012 through November 30, 2015
10. Old Business
    A. Resolution Requesting Additional Funding to Complete Construction of “Illinois Route 47-Yorkville to Sugar Grove Corridor” in IDOT’s Proposed 2014-2019 Multi-Modal Transportation Improvement Program
11. Standing Committee Reports
    A. Public Safety
    B. Highway
       1. Approve Engineering Agreement with Hamption, Lenzini and Renwick for Eldamain Road in an amount not to exceed $300,000
    C. Economic Development
    D. Finance Committee
       1. Approval of Claims in the amount of $ 605,632.12
    E. Judicial / Legislative
       1. Approve Multi-Systemic Therapy Intergovernmental Agreement with Kane County
    F. Animal Control
    G. Health & Environment
    H. Standing Committee Minutes Approval
12. Special Committee Reports
    A. Kencom Executive Board
13. Chairman’s Report

   **Appointments**
   Reassignment of Committee Chairman – Matt Prochaska – Public Safety Committee
   Bette Schoenholtz - River Valley Workforce Investment Board – 2 year term – expires September 2015
   Brian Johnson - River Valley Workforce Investment Board – 2 year term – expires September 2015

   **Announcements**
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 3, 2013 at 6:00 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Wehrli moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/6/13. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CORRESPONDENCE AND COMMUNICATIONS

County Clerk, Debbie Gillette informed the board of a public hearing conducted by the Illinois Department of Transportation regarding the District 3 Fiscal Year 2014-2019 Proposed Multi-Modal Transportation Improvement Program "Transforming Transportation for Tomorrow" and the Illinois Bike Transportation Plan. The public open house will take place on September 18, 2013 at the Morris City Hall.

CITIZENS TO BE HEARD

Chairman Shaw stated that the Citizens to be Heard is not to be a debate and there will be a 5 minute limit.

Gary Eagleton, 8 Hawthorne Dr, Oswego spoke about the roundabout. Mr. Eagleton stated that it seems like there are a lot of solutions that would cost much less than $500,000; people should learn to drive responsibly. Mr. Eagleton would like to see restraint on the spending in the county.

Gene DuSell, Plano spoke about the roundabout. Mr. DuSell collected 56 signatures from area residents around Little Rock Road. He asked two questions; one should Kendall County spend $700,000 to construct a roundabout? 55 answered no and two should less expensive alternatives be investigated in an effort to make a safer intersection without stop signs all 56 said yes.

Bob Davidson, 244 Jeter Rd, Plano stated that the money being used on the highways come sales tax for roads. Mr. Davidson pointed out that Schlapp Road has flashing lights and it still has major accidents.

Todd Milliron, 61 Cotswold Dr, Yorkville stated that the tax referred to by Mr. Davidson is 1/2 of 1%.

NEW BUSINESS

Collective Bargaining Agreement with Records Clerks

Assistant State's Attorney Leslie Johnson reviewed the terms of the contract. The contract is for 3 years, they have agreed to changes in the county’s health insurance and an implementation of a pay lag upon implementation of both they will receive $500. The steps have been removed, new hire salary is set at $23,000 for all three years, and for existing employees salary schedule is 1st year – up a step and $500 for 4 employees the other 2 $1,000, years 2 and 3 $1,200. The grievance policy has been modified to extend the deadline to file by three business days at steps one and two of the process.

Member Flowers moved to approve the Ratification of Collective Bargaining Agreement between the Illinois Fraternal Order of Police Labor Council (Records Clerks), Kendall County and the Kendall County Sheriff effective December 1, 2012 through November 30, 2015. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
OLD BUSINESS

Roundabout at the Intersection of Little Rock Road, Creek Road and Abe Street in Plano

State’s Attorney, Eric Weis explained that there was a vote taken on the roundabout that ended in a 5-5 tie. There was a motion to reconsider and it was sent back to the Committee of the Whole. The decision was to forward it back to the county board. The agreement has been signed by the City of Plano and Little Rock Township.

Member Koukol made a motion for the Intergovernmental Agreement for the Installation of a Roundabout at the Intersection of Little Rock Road, Creek road and Abe Street in Plano II. Member Wehrli seconded the motion.

Members discussed how much has been spent. Members discussed the fact that the Intergovernmental Agreement is for the cost sharing of the project. Members went over the issues regarding the safety of the intersection and alternatives for the intersection.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cesich, Koukol, Purcell, Shaw and Wehrli. Members voting nay include Cullick, Flowers, Gilmour, Gryder and Prochaska. Motion failed 5-5.

STANDING COMMITTEE REPORTS

Administration – HR

Member Gilmour stated that the report was given last month.

Economic Development

Member Koukol reviewed the minutes in the packet from the August 23, 2013 meeting. Mr. Koukol read a thank you letter from Waubonsee Community College regarding the Job Fair Resolution.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $828,143.62. Member Flowers seconded the motion.

Member Cesich questioned line item #185 under contingency for the forensic audit. Ms. Cesich would like the item removed and put on the next board meeting so that there is time to get an update. State’s Attorney, Eric Weis stated that it is an open investigation and there is no comment.

COMBINED CLAIMS: FCLT MGMT $28,103.37, B&Z $3,697.16, CO CLK & RCDR $110.00, ED SRV REG $911.23, SHRF $23,597.15, CRCTN $5,064.37, MERIT $32.96, EMA $1,989.89, CRCT CT CLK $141.55, JURY COMM $1,450.56, CRCT CT JGD $6,140.32, CRNR $1,600.22, CMB CRT SRV $18,641.44, ST ATTY $3,008.33, SPRV OF ASSMNT $118.90, TRSR $425.00, EMPLY HLTH INS $357,186.60, OFF OF ADM SRV $1,340.16, CO BRD $133.34, TECH SRV $6,925.52, CONTINGEN $1,056.00, ECON DEV $28,82, CO HWY $155.50, HLTH & HMN SRV $6,900.04, FRST PRSRV $10,388.02, ANML CNTRL $5,671.63, HIDTA $3,843.02, COMM FND $413.72, CRT SEC FND $30.55, LAW LBRY $6,532.24, PRBTRN SRV $4,249.71, GIS $60.50, KEN AREA TRAN FND $318,903.66, BEN PROG $175.97, ANML CNTRL $2,048.04, VAC $6,938.78, CRNR $655.73, BND PROC 2007 $2,467.02, CRTHSE DBT SRV $1,006.60

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Cesich. Motion carried 9-1.

State’s Attorney Shelving Units

Member Purcell moved to authorize $12,042.09 for the purchase of 5 shelving units with funding from the State’s Attorney’s FY 2013 budget and $5,000 from Courthouse expansion fund line #9702000702. Member Wehrli 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 there is progress being made on the budget.
Judicial / Legislative

Member Cullick reviewed the minutes in the packet from the August 28, 2013 meeting. The minutes should be corrected to show that the discussion of the noise ordinance would continue at Judicial/Legislative not Committee of the Whole.

Animal Control

Member Cesich reviewed the minutes in the packet from the August 21, 2013 meeting. Ms. Cesich stated that 7 dogs and 5 cats were adopted in the month of August. Member Cesich reviewed the upcoming events.

Health & Environment

Member Gilmour reviewed the minutes in the packet from the August 19, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour reported that they did not meet.

CHAIRMAN’S REPORT

Announcements
Rich Healy – Workforce Investment Board
Chris Mehochko – Workforce Investment Board

EXECUTIVE SESSION

Member Flowers made a motion to go into Executive Session for the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body and for litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECESS

Member Flowers moved to recess the meeting. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Flowers moved to reconvene the meeting. Member Prochaska seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Todd Milliron, 61 Cotswold Dr, Yorkville spoke regarding the roundabout being voted on twice and when it can be considered again. Mr. Milliron spoke about the amount of time it has taken on the open investigation; all of the records are public record. Has the auditor completed the job?

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked if defeating the IGA with Plano effectively kill the roundabout. Procedurally the answer is yes. Mr. Schury asked if anyone recalled a highway project being approved like this before. Mr. Schury asked how much the latest bill for the audit was - $1,056.00.

Barb Nadeau from WSPY asked why go through the process of tabling the Intergovernmental Agreement. Member Prochaska responded that he was still looking for more information.
ADJOURNMENT

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

Approved and submitted this 12th day of September, 2013.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
COUNTY OF KENDALL

RESOLUTION 2013-——

RESOLUTION REQUESTING ADDITIONAL FUNDING TO COMPLETE CONSTRUCTION OF “ILLINOIS ROUTE 47 - YORKVILLE TO SUGAR GROVE CORRIDOR” IN IDOT’S PROPOSED 2014-2019 MULTI-MODAL TRANSPORTATION IMPROVEMENT PROGRAM

WHEREAS, Illinois Department of Transportation is holding public hearings throughout the State to receive public comment on the proposed 2014 – 2019 Multi-Modal Transportation Improvement Program; and

WHEREAS, the Kendall County Board previously approved Resolution 2013-05 on March 7, 2013 requesting the Illinois Department of Transportation to expand the capacity of Illinois Route 47 in Kendall County between Kennedy Road in Yorkville to the northern county line at Baseline Road/US 30; and

WHEREAS, the proposed 2014 – 2019 Multi-Modal Transportation Improvement Program contains full funding of Phase I engineering costs, partial funding for Phase II engineering costs, and no funding for construction of the stretch of Illinois Route 47 in between Kennedy Road in Yorkville to Cross Street in Sugar Grove, hereinafter referred to as “Illinois Route 47 - Yorkville to Sugar Grove Corridor”; and

WHEREAS, the cost of expanding “Illinois Route 47 - Yorkville to Sugar Grove Corridor” is estimated at $77 million; and

WHEREAS, IDOT’s policies stipulate average daily traffic capacity of a two-lane highway should be between 8,500 and 12,500 vehicles for safe and efficient operations; and

WHEREAS, all of the sections of “Illinois Route 47 - Yorkville to Sugar Grove Corridor” have an average daily traffic count exceeding the upper end of the safe usage standard; and

WHEREAS, “Illinois Route 47 - Yorkville to Sugar Grove Corridor” had 300 reported crashes between 2007 and 2011.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board respectfully requests the proposed 2014 – 2019 Multi-Modal Transportation Improvement Program include additional funding in order to complete all phases of design, engineering, land acquisition and construction of “Illinois Route 47 - Yorkville to Sugar Grove Corridor” by the end of State Fiscal Year 2019.

Approved and adopted by the County Board of Kendall County, Illinois, this 1st day of October, 2013.

Attest:

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

1
October 2, 2013

Mr. Dan Mestelle
Illinois Department of Transportation
Bureau Chief for Program Development
700 E. Norris Drive
Ottawa, IL 61350

RE: IDOT FY 2014-2019 Proposed Multi-Modal Transportation Improvement Program Funding for Illinois Route 47 – Yorkville to Sugar Grove Corridor

Dear Mr. Mestelle:

Enclosed you will find a resolution approved by the Kendall County Board on October 1, 2013 respectfully requesting the proposed 2014 – 2019 Multi-Modal Transportation Improvement Program include additional funding in order to complete all phases of design, engineering, land acquisition and construction of “Illinois Route 47 - Yorkville to Sugar Grove Corridor” by the end of State Fiscal Year 2019.

The current IDOT FY 2014-2019 Proposed Multi-Modal Transportation Improvement program contains full funding only for Phase I of Illinois Route 47 from Kennedy Road to Cross Street; partial funding for Phase II; and no funding for construction of the project. The increase in capacity of Illinois Route 47 from Kennedy Road to Cross Street is vital for public safety along this corridor stretch. Between 2007 and 2011, this stretch of Illinois Route 47 Corridor had 300 reported crashes.

The Kendall County Board strongly supports improving corridors connecting I-80 and I-88 through Kendall County and respectfully requests that the Illinois Department of Transportation include full funding of the design and constructions costs of expansion of Illinois Route 47 from Kennedy Road in Yorkville to Cross Street in Sugar Grove.

Should you have any questions regarding this matter please contact me at 630-553-4171.

Sincerely,

John Shaw
Kendall County Board Chairman
CC:

Tom Cross, Republican Leader, Illinois House of Representatives
Linda Holmes, Illinois State Senate
Sue Rezin, Illinois State Senate
Jim Oberweis, Illinois State Senate
Jennifer Bertino-Tarrant, Illinois State Senate
Kay Hatcher, Illinois House of Representatives
Stephanie Kifowit, Illinois House of Representatives
John Anthony, Illinois House of Representatives
Ann Snyder, Illinois Secretary of Transportation
Paul A. Loete, Deputy Director of Highways, District 3
John Fortmann, Deputy Director of Highways, Region 1
Minutes of the Kendall County Public Safety Committee Meeting
Held Monday, September 9, 2013
1000 hours

Present were Board Chair John Shaw, Vice Chair Elizabeth Flowers, Members Judy Gilmour, Matt Prochaska and Amy Cesich. Also present were Sheriff Richard Randall, Chief Scott Koster, Deputy Coroner Jacquie Purcell, KenCom Assistant Director Lynette Bergeron, EMA Director Joe Gillespie, and Facilities Management Director Jim Smiley. One member of the public, Robert Welch, was present.

Shaw called the meeting to order and requested a roll call of the members. There were five members present creating the necessary quorum for voting purposes.

Shaw called for the KenCom Report. Bergeron stated they filled the remaining dispatcher position and that person starts on September 13th. Bergeron stated staff continues to work with the Kane County ETSB on revising the necessary agreements for an updated filing with the Illinois Commerce Commission. Bergeron stated that KenCom will start dispatching for Aurora Township Fire on Tuesday, September 24th. She stated the original date was September 17th but Aurora Township had a scheduling conflict so it has been changed to the 24th. Bergeron stated the Wireless 9-1-1 statistics for the month of August represented 78% of calls received and the statistics for August are attached to the report. Bergeron stated that on Friday September 6th at approximately 11:40 p.m., KenCom experienced a 9-1-1 line outage. She stated they were immediately notified by their phone system that the 9-1-1 lines were compromised. She stated they called the AT&T 9-1-1 Resolution Center immediately and they rerouted the 9-1-1 calls to Montgomery and Grundy County until they could get their backup center manned. Bergeron stated the calls were then rerouted to the backup center and they ran out of there until about 5:35 a.m. Saturday when AT&T notified them that they had fixed the issue and the lines were back up. Bergeron stated they then closed the backup center and ran from the main 9-1-1 center. Bergeron stated AT&T started looking into what happened and it was clearly an AT&T line problem. Bergeron stated the KenCom midnight shift worked incredibly quickly and everything in their control was handled very efficiently. Randall stated that KenCom should be recognized for the hard work that they do.

Shaw called for the Coroner’s Report. Purcell stated there were a total of 21 deaths for the month of August and all were natural causes. Purcell stated Coroner Toftoy attended the Illinois Coroner’s & Medical Examiner’s Annual Training Conference. She stated this training also satisfied his annual 24 hour CE requirement with the IL Law Enforcement Training and Standards Board. Shaw asked for any questions. Flowers asked that the monthly call log be included on the Coroner’s report each month. Purcell stated she would add another column on her report showing which deputy responded to each call and also add the on-call log each month.

Shaw called for the EMA Report. Gillespie stated that the FY14 grant documentation has been submitted and received word back that they got approval for a little over $38,000. Gillespie stated they attended KCEMA training on August 7 and KCEMA Business Meeting was held on August 20. Gillespie stated the Hostile Action Based Dresden Drill was held on August 21. Gillespie stated that at the debriefing a couple of days later he was told that Kendall County
passed with flying colors. Gillespie thanked Judy Gilmour and John Shaw for their assistance in this drill. Gillespie stated on August 30 and 31, EMA assisted in the Yorkville Hometown Days with weather updates and evacuations. Gillespie stated there was a tornado warning on Sunday August 31, which the funnel cloud did not touch down in Kendall County but did touch down in Serena. He stated it was classified as an EN-0 and there was no actual damage other than pulling up some dirt in the farm fields. Gillespie stated they continued with siren testing, STARCOM testing and WSPY EAS testing the first Tuesday morning of August. Shaw asked for any questions. Gilmour stated she wanted to commend Gillespie for running the Dresden drill. She stated she knows it was a lot of work and feels he did a great job.

Shaw called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of August: 363 new intake bookings on a total of 502 charges. They released 362 inmates on 467 charges and 120 inmates were held over from the previous month. They served 12,136 meals. They served an average number of 391 meals a day at a cost of $0.96 per meal. He stated we conducted 16 visitation days with 242 inmates seeing visitors. The Corrections Division logged 3,803 miles during the month and transported 102 inmates. The medical staff saw 310 inmates. Randall stated there were 27 video bond call days with 93 inmates. Randall also stated the Corrections Division housed 107 inmates for other jurisdictions within the month and billed out $100,560.00 for 1676 days of confinement.

Shaw called for the Operations Report. Randall stated that the reports were attached, of which the following statistics were included for the month of August: The Sheriff’s Office had 702 calls for service, 927 officer initiated activities, 363 police reports, 15 felonies, 99 misdemeanors, and 107 warrants for a total of 221 arrests. Randall continued that there were 830 traffic contacts, 369 traffic citations, 7 DUI arrests, no Zero Tolerance, 25 property damage accidents, 12 personal injury accidents, and no fatal accidents for a total of 37 accidents. The Operations Division drove 57,268 miles in the month of August. Randall stated that Auxiliary deputies logged 60 hours for the month of August. He stated the total number of cases assigned for Investigations/COPS Activities were 21 and there are currently 54 open cases. Koster stated there are two things to bring to the committee’s attention on the Investigations Activity report in regards to continued efforts in solving major crimes that weren’t solved at the time they happened. Koster stated there have been charges for additional suspects on both a 2010 armed robbery of the Dollar General in Boulder Hill as well as a 2011 armed robbery of the Oswego Food Mart on Light Road. Koster stated that based on ongoing investigations, the detectives were able to identify and charge another suspect in both of those cases.

Shaw called for the Support Services Report. Randall stated that the reports were attached, of which the following statistics were included for the month of August: He stated that there were 147 papers served, 34 evictions scheduled with 15 cancelled, 38 Sheriff’s Sales, 124 FOIA requests filled. Randall stated there were 187 warrants issued for the month of August with 19 quashed and 169 served and 3,206 outstanding warrants. He continued that the total fees brought in by the Support Services were $61,130.74 for the month of August. Randall continued that Court Security had 15,782 entries, 7,875 articles x-rayed, 100 bond calls, 40 arrests, and 102 articles of contraband refused. Randall stated there was a total of 614 hours of training for the month of August. Randall stated there were no terminations or resignations for the month of
August. Randall stated one Corrections Deputy sustained a minor facial injury during an altercation with an inmate and the deputy had two days work lost.

Smiley stated that renovations on the old KenCom space have begun. He stated they have switched out all the old ceiling tiles with new ones. Smiley stated the furniture has been ordered and the carpet will be ordered this week. Smiley stated the locker room construction at the courthouse is just about complete. He stated the only thing they are waiting for is plumbing and installation of the sink, which will be toward the end of the month.

Shaw asked for Miscellaneous, the 1.25 year land lease agreement between M&A Aggregate, LLC and the County of Kendall/Kendall County Sheriff in the amount of $1.00 annually. Randall stated he is providing the revised land lease for the range because the company has changed. Randall stated he just needs the approval to send the revised land lease to the County Board. Flowers asked which company. Koster stated that the original company was Central Limestone and now it is M&A Aggregate, LLC. Koster stated the changes were made by the State’s Attorney’s Office and the language of the lease is the same. Flowers made a motion to take the revised land lease agreement to the County Board, seconded by Gilmour. A roll call vote was taken with all members voting aye. Motion carried.

Shaw asked for Public Comment. None.

Shaw made a motion to enter Executive session for the purposes of 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 Flowers. A roll call vote was taken with all members voting aye. Motion carried at 10:31 a.m.

The committee returned to open session at 10:36 a.m. (Due to issues with the digital recorder, the return to open session was not recorded but only consisted of the motion to adjourn.)

Shaw asked for a motion to adjourn the meeting. Cesich made a motion to adjourn the meeting, seconded by Prochaska. All members present voted aye. The meeting was adjourned at 10:40 a.m.

Respectfully Submitted,
Lisa Bowen
Recording Secretary
September 18, 2013

Francis Klaas, P.E.
County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

Re: Eidamain Road Extension
Land Acquisition Services

Dear Mr. Klaas:

We prepared this letter to serve as the agreement between the Kendall County Highway Department (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for Land Acquisition services requested relative to the proposed Eidamain Road Extension.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, listed on the appended Scope of Services, labeled as Exhibit A.

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

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

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

RESPONSIBILITIES OF CLIENT

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

Information Provided by Others

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

COMPENSATION

Billing Terms

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

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These rates will remain in effect through December 31, 2013. In the event our services are required after that date, we will be reimbursed at our actual 2014 hourly rates. Our actual 2014 rates will be determined in late 2013. Our estimated 2014 hourly rates are shown above. If the actual 2014 rates exceed those shown above, they will be submitted to the Client for approval.

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

- Property ownership documentation from Wheatland Title Company (title reports, updates)
- Vehicle expense (mileage reimbursable at the federal rate – currently $0.565 per mile)

At this time, we estimate the cost of our services will not exceed $300,000. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost of $300,000 must be pre-approved in writing by the Client.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

**Payment Terms**

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

GENERAL TERMS AND CONDITIONS

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

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

For the Client:

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

For the Consultant:

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

Name: Jeni Lyon, P.E., PLS
Title: Project Manager
Address: 380 Shepard Drive, Elgin, IL 60123
Office Phone: (815) 494-9206
E-mail: jlyon@hireng.com

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

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

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

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

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

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

Entire Agreement
This Agreement, comprising pages 1 through 8, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

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

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

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

Independent Contractor
It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant’s officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant’s officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant’s officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client’s own choosing, indemnify and waive any right to recover alleged damages, penalties, interest, fees (including attorneys’ fees), and/or costs from Client, its board members, officials, employees, Insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

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

Mediation
In an effort to resolve any conflicts that arise during the design and construction of the Project or following the completion of the Project, the Client and the Consultant agree that all disputes between them arising out of or relating to this Agreement or the Project shall be submitted to nonbinding mediation unless the parties mutually agree otherwise. The cost of mediation will be split equally between the parties. The mediator will be selected from the Federal Mediation and Conciliation Service (FMCS) list.
The Client and the Consultant further agree to include a similar mediation provision in all agreements with independent contractors and consultants retained for the Project and to require all independent contractors and consultants also to include a similar mediation provision in all agreements with their subcontractors, subconsultants, suppliers, and fabricators, thereby providing for mediation as the primary method for dispute resolution between the parties to all those agreements.

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

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

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

Severability
Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

Standard of Care
In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

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

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

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.
Termination
In the event of termination of this Agreement by either party, the Client shall within fifteen (15) calendar days of termination pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

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

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

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

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, subconsultants, vendors and other entities involved in this Project to carry out the intent of this provision.

Unauthorized Changes
In the event the Client, the Client's contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant's prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

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

Waiver of Liens
Upon completion of the project and as a condition prior to payment in full, Consultant shall obtain and tender to Client a final waiver of lien for all consultants, contractors, subcontractors, sub-subcontractors, and suppliers who Consultant retained to perform work on and/or supplied materials for the services set forth in this Agreement.
If this agreement meets with the County's approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENTINI AND RENWICK, INC.

By: 

Diane Lukas, P.E.
President

DL:dlh
Enclosure

ACCEPTANCE

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

By: ____________________________
Title: County Board Chairman

ATTEST:

By: ____________________________
Title: County Clerk
EXHIBIT A
SCOPE OF WORK

HLR will prepare right-of-way documents for Eldamain Road from US Route 34 to Highpoint Road, which we estimate to be approximately 50 parcels. We will order title commitments for each parcel through Wheatland Title. Existing right-of-way and property lines will be established based on titles, research, and field data collected.

HLR will prepare Plats of Highways and legal descriptions for all proposed right-of-way and easements. These documents will be prepared in accordance with Kendall County standards, IDOT District Three standards, the Land Acquisition Manual, and Illinois statutes. Once the plats and legal descriptions are approved, we will stake the proposed right-of-way and permanent easements, and submit final signed plats for recording.

We will prepare appraisals using our in-house appraisers and a subconsultant review appraiser. All appraisers are licensed Certified General Appraisers. Reports will be prepared according to the Land Acquisition Policies and Procedures Manual (LAPPM). The appraiser will visit the site and offer to meet with the property owner. He will determine if a complex or non-complex report is required or if a Waiver Valuation is appropriate. When required, he will prepare a comparable sales brochure, grids that compare like sales to the subject property, include land improvement allocations, and provide vacant land sales data, all in accordance with the LAPPM. Our appraisers are familiar with the condemnation process and are available to testify at depositions or in court as needed.

The review appraiser will complete an Appraisal Review Certification and will ensure that all reviews are in accordance with the LAPPM. He/she will confirm that all items affecting the value of the property have been considered in the appraisal.
Kendall County
Economic Development Committee

Meeting Minutes
Friday, September 27, 2013
Kendall County Board Room

Call to Order
The Economic Development Committee met at 8:51 a.m. and was called to order by Dan Koukol, Chairman of the Kendall County Economic Development Committee.

Roll Call
Members Present: Dan Koukol, Lynn Cullick, Amy Cesich, and Matt Prochaska (arrived from Housing Authority Committee at 9:39 a.m.)
Members Absent: Judy Gilmour
Other Board Members Present: County Board Chairman John Shaw
Staff Present: Jeff Wilkins, County Administrator, and John Sterrett, Economic Development Coordinator
Others Present: Mayor Bob Hausler of Plano

Approval of Minutes
Ms. Cullick made a motion, seconded by Ms. Cesich, to approve the August 23, 2013 meeting minutes. With a voice vote of all ayes the motion carried.

New Business
Illiana Corridor
Mr. Wilkins gave a background to the Illiana Corridor project occurring in Will County and explained the process federal projects must go through, including approval by the regional metropolitan planning organization (MPO). The County’s MPO is the Chicago Metropolitan Agency for Planning (CMAP). CMAP’s GOTO 2040 Plan included the Corridor on its fiscally unconstrained project list. The project must still be included within the regional plan to be considered for federal funding. The project meets the Illinois Department of Transportation’s criteria. CMAP has not voted on the project yet. Chairman John Shaw stated that IDOT is for the project. Mr. Shaw commented that the project could help promote economic development in the region. The project could become a privatized toll way. The proposed Peotone Airport could have a potential impact on the corridor project.

Old Business
2013 AIRE Tradeshows Recap
Mr. Koukol gave a recap of the AIRE Tradeshows. The County’s booth was well attended by several developers and realtors. The overall attendance seemed slightly down from previous years but was still beneficial. The raffle for gift cards received high participation.

Business Resource Roundtable Breakfast
Mr. Sterrett reviewed the Business Resource Roundtable event occurring on November 14th at Whitetail Ridge Golf Course. Topics at the event will include marketing for small businesses, operation efficiencies, financing, international trade and exporting, workforce development, and energy efficiency. Ms. Cullick suggested that the press release for the event reiterate that registration is required. Mr. Sterrett will revise the press release.

Illinois Economic Development Magazine Advertisement
Mr. Sterrett explained to the County that Journal Communications is preparing their next Illinois Economic Development Magazine. The Committee discussed if the County would have an advertisement in the next edition. Staff will discuss the matter with the Kendall Economic Development Alliance group and then bring the topic back to the Committee at next month’s meeting.

Revolving Fund Financial Assistance Program
Mr. Sterrett gave an update to the loans. All loans have paid.
Kendall County
Economic Development Committee

Other Business
Mayor Bob Hausler stated that there was a ribbon cutting for a new Pizza Hut in Plano. The RKA Gun Range had a ribbon cutting on September 21st. Mr. Hausler estimates that there were over 1,000 people attending the ribbon cutting event. The shooting range will provide training for concealed carry. The Plano Oktoberfest is starting on September 27th and running through the weekend. Plano will be attending the International Council of Shopping Centers Convention at Navy Pier in Chicago on October 3rd and October 4th. Mr. Hausler met with representatives from Metra previously in the week to discuss including Plano into the Metra study. The committee discussed how the proposed switch yard for the rail in Yorkville would impact the future expansion of the rail line and could prevent future extension.

Chairman's Report - None

Public Comment - None

Executive Committee - None

Adjournment
With no further business to discuss, Ms. Cullick moved to adjourn. The motion was seconded by Mr. Koukol. There being no objection, the Economic Development Committee, at 9:47 a.m., adjourned.

Respectfully Submitted,
John H. Sterrett,
Recording Secretary
KENDALL COUNTY
Finance Committee Meeting
BUDGET HEARING DISCUSSION
Thursday, September 19, 2013

MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 2:35 p.m.

2. **Committee Members Present:** Amy Cesich, Elizabeth Flowers, Judy Gilmour, John Purcell (2:34p.m.)

3. **Committee Members Absent:** Lynn Cullick

4. **Other Board Members Present:** John Shaw

5. **Others Present:** Latreese Caldwell, Bob Jones, Jim Smiley, Jeff Wilkins

6. **Discussion of Goals for the FY2014 Budget:** John Purcell reviewed the Budget Deficit History which includes the Calculated Levy Extension, Total Requests, Preliminary Deficit, and the Ending Deficit. Member Purcell asked the committee to state their goals and priorities regarding the FY2014 budget.

7. **5-year Capital Plan:** Discussion on storage issues and solutions for the County Clerk, Treasurer and Assessor’s offices, and the possibility at the Hart House.

   Member Purcell reviewed the 5-year Capital Plan with the committee and reviewed the Facilities Management requests and Jim Smiley provided history and additional information as needed. The committee reviewed the capital requests from each individual department head or elected official. Member Purcell provided his thoughts on areas that could be reduced in the proposed budget.

   **Member Flowers left the meeting at 3:30 p.m.**

8. **Other Business:** None

9. **Executive Session:** None Needed

10. **Adjournment:** Judy Gilmour made a motion to adjourn, second by Amy Cesich. Meeting adjourned at 4:47 p.m.

    Respectfully submitted,
    Valarie McClain
    Administrative Assistant
KENDALL COUNTY
Finance Committee Meeting
BUDGET HEARING DISCUSSION
Friday, September 20, 2013

COUNTY BUILDING
County Board Room

MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 2:34p.m.

2. **Committee Members Present:** Amy Cesich, Elizabeth Flowers, Judy Gilmour, John Purcell

3. **Committee Members Absent:** Lynn Cullick

4. **Other Board Members Present:** None

5. **Others Present:** Latreese Caldwell, Jeff Wilkins

6. **Review of Budgets:** Discussion on areas of the budget that can be reduced, increasing revenue, capital expenditures and recommendations.

7. **Other Business:** None

8. **Executive Session:** None Needed

9. **Adjournment:** Judy Gilmour made a motion to adjourn, second by Elizabeth Flowers. Meeting adjourned at 4:58p.m.

Respectfully submitted,

Valarie McClain
Administrative Assistant
KENDALL COUNTY, ILLINOIS
Budget and Finance Committee
Meeting Minutes
Thursday, September 26, 2013

Call to Order
The Budget and Finance Committee met and was called to order at 9:30 a.m. by Chair John Purcell.

Committee members present: John Purcell, Amy Cesich, and Judy Gilmour

Committee Members Absent: Lynn Cullick, Elizabeth Flowers

Other Board Members Present: John Shaw (arrived 10:18 a.m.)

Others Present: Latreese Caldwell, Debbie Gillette, Julie Hanna, Bob Jones, Scott Koster, Stan Laken, Andy Nicoletti, Jim Smiley, Jeff Wilkins, and Jessie Hafenrichter

Claims Review and Approval
The Committee discussed how to handle the claims that are turned in after the estimated claim amount has been posted on the agenda 48 hours prior to the meeting. The Committee suggested a list be provided the day of the committee meeting that would list the claims that came in after the agenda was posted. The Committee reviewed the claims report. A motion was made by Judy Gilmour, seconded by Amy Cesich to forward the claims in the amount of $605,632.12 to the County Board. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Andy Nicoletti, Assessment Office – Chief Assessor Nicoletti stated that he filled the vacancy in his office. Chief Assessor Nicoletti stated that assessment notices were sent out and the deadline to file an assessment appeal for October 21st. The overall EAV for Bristol Township went down roughly by 6%.

Bob Jones, Deputy Treasurer – Deputy Treasurer Jones indicated that he had no report for the Committee.

Debbie Gillette, County Clerk/Recorder – Clerk Gillette stated that the claims listing is now posted on the website. This can be found on the transparency page of the website.

Chief Deputy Scott Koster, Sheriff’s Office – Chief Deputy Koster stated that the inmate medical line item was reduced from last year. Higher inmate population counts can affect on the medical line item expense. Inmates from other counties are treated medically but the county they are from is then billed for that expense.
**Jim Smiley, Facilities Management** – Mr. Smiley indicated that he had no report for the Committee.

**Stan Laken, Technology** – Mr. Laken indicated that he had no report for the Committee.

**Items from Other Committees** – None

**Other Items of Business**

- **FY14 Budget & Timeline** – The Committee reviewed the timeline for the budget process.

- **FY14 Capital Expenditures** – The Committee reviewed the new squad vehicles request by the Sheriff’s Office. Mr. Koster explained that the new squad vehicles would help staffing and shift needs for the squad vehicles. The old squad vehicles are auctioned off when no longer in use. Mr. Koster reviewed some of the sources of revenue that the Sheriff’s Office receives. The Committee reviewed the message trailer request from the Sheriff’s Office. The message trailer is used for various events, neighborhood areas, etc. to display public safety messages. Mr. Koster explained the second phase of renovations for the Public Safety Center. The amount that will be budgeted to cover the remaining costs for Phase II in FY14 is $30,000. Mr. Koster reviewed the new hires for the Sheriff’s Office. Mr. Koster reviewed the costs and availability of ammunition for the Sheriff’s Office. The type and costs of training for staff members was discussed. Mr. Koster explained the contractual services. The Committee reviewed the sheriff vehicles that have been purchased from the General Fund including new and replacement cars. The Committee felt comfortable with three replacement squad vehicles and one new squad vehicle.

The Committee discussed potentially raising the revenue amount for the Clerk/Recorder’s budget. Ms. Gillette explained that the total revenues, including certificate fees and recorded documents, that have come in year to date are much higher than what was budgeted previously. The Committee discussed raising the budgeted revenue from $412,000 to $452,000. There was discussion of reviewing the election supply line further. Mr. Smiley discussed the costs of color copier machines. The Committee reviewed the document storage fund as well as the contractual line item. Office security measures were discussed as well, including a panic alarm that could cost $2,000. Additional security measures including card access doors and additional cameras for the building, would cost roughly $50,000 if implemented.

Mr. Jones went through Treasurer’s Office remodel and shelving projects and stated that Mr. Smiley had met with the Treasurer’s Office to discuss these projects which includes creating two new offices in place of existing cubicles. A payroll software
system was discussed and Mr. Jones went over the benefits to a payroll software program. Office security for the Treasurer’s Office was also discussed.

Ms. Caldwell said additional research will be conducted to determine the costs of financial systems. A budgeting system would potentially cost a one-time fee of $40,000 with an annual fee of $4,100.

Mr. Smiley is going to review potential parking projects and bring back to the Committee for review. The HVAC project also reviewed briefly as well as the duct work in the public safety center.

The Microsoft Exchange email system will need to be upgraded to prevent future problems, according to Mr. Laken. New technologies have come out and Mr. Laken would like to keep up with these new releases. If the Windows systems were upgraded, all computers would be updated in the same year. Mr. Laken stated that the exchange email system and the Help Desk Asset Inventory are the most important upgrades. Additional ports for fiber channels are needed as well to add additional computers but may not need to be included as part of the FY14 budget.

Mr. Laken also discussed the security of the buildings and suggested that the Sheriff’s Office be utilized to obtain possible recommendations for security measures.

The Committee reviewed which items to place in the Capital Improvement Fund. The general fund union and non-union new hires for FY14 were reviewed by the Committee.

- **Additional Budget Discussion Dates** – The Committee will convene on Monday, September 30th at 2:30 p.m. to continue budget discussions and possibly meet on Friday, October 4th at 8:00 a.m. The October 4th date will be confirmed.

**Action Items for County Board**
- Approval of claims in the amount of $605,632.12

**Executive Session** – None

**Public Comment** – None

**Adjournment** – Ms. Cesich made a motion to adjourn, second by Ms. Gilmour. With all members voting aye, the meeting adjourned at 1:15 p.m.

Respectfully submitted,
John H. Sterrett
KENDALL COUNTY
Judicial Legislative Committee
Wednesday, September 25, 2013
Courthouse Jury Assembly Room

Meeting Minutes

Call to Order
The Judicial Legislative Committee met at 3:00 p.m. and was called to order by Vice Chair Judy Gilmour

Roll Call
Committee Members Present: Lynn Cullick (3:12p.m.), Amy Cesich, Judy Gilmour, Matt Prochaska, and John Purcell (3:03p.m.)

Others Present: Vicki Chuffo, Deputy Commander Robert Leinen, Judge Timothy McCann, Becky Morganegg, Steve Sells, Nicole Swiss, Eric Weis, Jeff Wilkins, Commander Robert Wollwert

Approval of Last Month’s Minutes Amy Cesich made a motion to approve the August 28, 2013 minutes, second by Matt Prochaska. Minutes approved with all in agreement.

Status Reports

Courthouse - Judge McCann stated that the KC judges met regarding Court Administration, Courtroom expansion and staffing. Judge McCann then went to the Supreme Court asking about the possibility of temporarily deferring the two new judge positions that will be assigned to the 23rd Circuit due to the increased population and the 2010 census results, and what, if any affect that would have. Judge McCann said that he has received written verification from the Supreme Court, and that verification provides approximately two years for the County to prepare and begin discussions on the second floor expansion. Judge McCann explained that we will have a sixth judge when there is a circuit judge vacancy in Kane County, and that there is not a specified timeframe for that position to be filled.

Judge McCann said the 23rd Circuit website is now operational. The website was developed by Waubonsee College students and will be maintained and updated by Nicole Swiss.

Judge McCann would like to demonstrate the jury system and the technological improvements and show the cost savings to the County at a future meeting. The committee agreed it would be beneficial to schedule the demonstration soon.
Circuit Clerk - Becky Morganegg informed the committee that she attended a conference in Addison earlier in September, hosted by the Circuit Clerk's Association. Clerks attend to continue their education in the County Clerk field. Topics included legislation affecting the Clerk’s offices, security issues, and how to respond to phone and live threats. Ms. Morganegg will now share the information with her staff.

Court Security - Deputy Commander Leinen said that they continue to have major issues with their current security system (POC, DPR, and the Swipe card systems), and although they can continue with the existing system temporarily, it will need to be replaced soon. There is difficulty in securing new parts or replacement equipment to sustain the system long-term.

Court Services - Steve Sells stated they have started their sixth session of "Thinking for a Change", a group that focuses on cognitive skill development for higher risk cases; it is facilitated by trained officers in Court Services. There are currently nine clients enrolled in the program.

Public Defender - Vicky Chuffo distributed her report and stated that numbers are up in misdemeanor, traffic and juvenile areas.

Sheriff's Office - No report

State's Attorney - No report

Old Business

Courthouse build-out: Construction Manager for Pre-design & Program Development Phase – In light of the information from Judge McCann, this Item was tabled to a future meeting

New Business

MST (Multi-Systemic Therapy Program) Intergovernmental Agreement with Kane County - Steve Sells briefed the committee on the program, which is an intensive multi-systemic in-home therapy program that targets medium and high risk domain clients. Mr. Sells explained who benefits from the program, the age of the clients, how the program is performed in the home, the methods used - how to develop and enforce rules, setting boundaries, and how to practice the techniques from the therapist, the residential placement program and the type of families/clients involved in the program. Mr. Sells stated that this is the second intergovernmental agreement with Kane County, and we’ve only had two slots at any time in the first three years we’ve participated in the program. Mr. Sells said that they have had 15 clients successfully complete the program, and currently have two clients in the program, and two clients that were discharged from the program.
Mr. Sells stated that within the first three years, fifty percent of the 15 clients that have successfully completed the program have gone on to not recidivate for at least a year. Mr. Sells reviewed the agreement with Kane County, and stated that the agreement has been reviewed by the Civil Division of the Kendall County State's Attorney's office, as well as the Kane County State's Attorney's office. Mr. Sells stated that all rates would be paid out of Probation fees. Payments would be made quarterly beginning on June 1, 2013, and that two quarterly payments would be due by December 1, 2013.

Mr. Sells requested that this item be forwarded to the County Board for approval at the October 1, 2013 meeting.

Matt Prochaska made a motion to forward the MST Intergovernmental Agreement with Kane County to the County Board for approval, second by Lynn Cullick. Judy Gilmour asked for a voice vote - Cullick: yes, Cesich: yes, Gilmour: yes, Prochaska: yes, Purcell: yes. With all committee members voting aye, the motion carried.

Legislative Report and Update - No report

Items for COW – None

Actions Items for County Board - MST (Multi-Systemic Therapy Program) Intergovernmental Agreement with Kane County

Public Comments – None

Executive Session – None Needed

Adjournment – A motion was made by Matt Prochaska, second by Amy Cesich, to adjourn the Judicial Legislative Committee at 3:32 p.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY,
ILLINOIS AND KANE COUNTY, ILLINOIS REGARDING
MULTI-SYSTEMIC THERAPY SERVICES

This Intergovernmental Agreement ("Agreement") dated ____________, 2013,
is made and entered into by and between the County of Kane and the County of Kendall,
in the exercise of their powers under the laws of the State of Illinois, including but not
limited to Article VII, Section 10 of the Illinois Constitution and the Illinois
Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.

WHEREAS, pursuant to 705 ILCS 405/5-710 and 705 ILCS 405/5-715, the
circuit court may order a minor who is adjudicated as a delinquent and found guilty under
705 ILCS 405/5-620 be put on probation with a condition of said probation being that the
minor undergo psychiatric or psychological treatment; and

WHEREAS, it is determined that multi-systemic therapy, a family and
community-based therapy treatment for youths which promotes behavior change in the
youth’s natural environment, may be utilized as part of the minor’s court-ordered
psychiatric or psychological treatment; and

WHEREAS, the Circuit Court of Kane County desires to provide in-home multi-
systemic therapy services to juvenile delinquents and their families; and

WHEREAS, the Circuit Court of Kendall County desires to provide in-home
multi-systemic therapy services to juvenile delinquents and their families; and

WHEREAS, sharing the costs of the contract to provide these multi-systemic
therapy services is cost effective and benefits the taxpayers of both counties.

WHEREAS, Kendall County has agreed to reimburse Kane County Fifty Two
Thousand Two Hundred Thirty Four ($52,234.00) per year for the first year of Kane
County’s contract with One Hope United, said contract being in effect from June 1, 2013

WHEREAS, Kendall County agrees to reimburse Kane Fifty Three Thousand
Four Hundred Thirty Four ($53,434.00) Kane County’s contract with One Hope United
covering the period of June 1, 2014 to May 30, 2015.

NOW THEREFORE, in consideration of the mutual covenants and promises
herein contained, the County of Kane and the County of Kendall agree as follows:

1. The above recitals are incorporated herein by reference and fully made a
part of this Agreement.

2. The County of Kendall, in exchange for the receipt of those services
specified in the contract between the County of Kane and One Hope United, dated June
1, 2013, agrees to reimburse the County of Kane $52,234.00 for the period of June 1, 2013 to May 30, 2014 and $53,434.00 for the period of June 1, 2014 to May 30, 2015. The amounts due shall be payable in equal quarterly installments. The first quarterly installment shall be due no later than December 1, 2013.

3. According to the contract between the County of Kane and One Hope United, dated June 1, 2013, One Hope United shall provide staff training and education regarding MST services. One Hope United will invoice Kane County for the staff training and education services provided. Kendall County agrees to reimburse Kane County in an amount equal to 2/15th of the total training and education costs invoiced by One Hope United and paid by Kane County. In no event shall Kendall County’s portion for reimbursement exceed $13,058.50. To obtain reimbursement, Kane County shall promptly provide Kendall County with a copy of the invoice received from One Hope United. Within thirty (30) days after Kendall County’s receipt of the invoice, Kendall County shall submit payment to Kane County.

4. All payments are to be directed to:
   Director of Finance
   County of Kane
   719 S. Batavia Avenue
   Geneva, Illinois 60134

5. Any notices permitted or required to be given under the terms of this Agreement shall be in writing and directed as follows:

   If to Kane County: Hon. Christopher Lauzen
   Chairman, Kane County Board
   719 S. Batavia Avenue
   Geneva, Illinois 60134

   With a copy to: Kane County State's Attorney’s Office
   100 S. Third Street
   Geneva, IL 60134
   Attention: Chief of the Civil Division

   If to Kendall County:
   Hon. John Shaw
   Chairman, Kendall County Board
   111 W. Fox Street
   Yorkville, Illinois 60560

   With a copy to:

   Kendall County State’s Attorney’s Office
   807 W. John Street
Yorkville, Illinois 60560  
Attention: Eric Weis, State’s Attorney  

4. The term of this Intergovernmental Agreement shall be for a period of two (2) years, commencing on June 1, 2013 through May 30, 2015.  

5. This Agreement may not be assigned or transferred to any other party without the express written consent of Kendall County.  

6. This Intergovernmental Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This Intergovernmental Agreement supersedes any prior written or oral agreements between the parties and may not be amended or modified except with the written consent of both parties.  

7. If any provision of this Intergovernmental 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 limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed and enforced as so limited.  

8. The party signing this Intergovernmental Agreement on behalf of Kane County represents and warrants that they have the authority to enter into and execute this agreement by and on behalf of Kane County. The party signing this Intergovernmental Agreement on behalf of Kendall County represents and warrants that they have the authority to enter into and execute this agreement by and on behalf of Kendall County.  

IN WITNESS WHEREOF, the parties hereto have executed this Agreement effective on the date and year as set forth above.  

County of Kendall:  
By: ___________________________  
John Shaw  
Chairman, Kendall County Board  
Dated: ________________ 2013  

County of Kane:  
By: ___________________________  
Christopher Lauzen  
Chairman, Kane County Board  
Dated: ________________ 2013
KENDALL COUNTY
ANIMAL CONTROL COMMITTEE
Wednesday, September 18, 2013 at 9:00AM
County Office Building; County Board Rooms 209-210
111 W. Fox Street; Yorkville IL

MINUTES

Call to Order – The meeting was called to order by Chair Amy Cesich at 9:03 a.m.

Committee Members Present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, Matt Prochaska, John Purcell

Others present: Anna Payton, Dr. Gary Schlapp, Jeff Wilkins

Approval of Agenda – Motion made by Lynn Cullick, second by Elizabeth Flowers to approve the agenda. Motion carried.

Approval of Minutes – Motion made by Lynn Cullick to approve the August 21, 2013 meeting minutes, seconded by Elizabeth Flowers. Motion carried.

Review of Census Log – Ms. Payton presented the Census Log to the Committee and said there were 25 cats that came into Animal Control in August, with 13 cats coming in thus far in the month of September. Ms. Payton said there are currently 9 cats on stray hold, 12 cats for adoption, 3 kittens at the Vet for Spay/Neuter, 3 cats reclaimed, 2 nursing moms with 9 kittens, and 2 kittens in foster care, for a total of 44.

Ms. Payton reported that there were 28 dogs that came into Animal Control in August, with 24 dogs coming in thus far in the month of September. There are 8 dogs up for adoption, 9 are unavailable and 4 at the Vet for Spay/Neuter, for a total of 21.

Review of Bite/Euthanasia Report – Ms. Payton reviewed the report with the committee and said there were 19 bites in August, including 3 cats and 1 muskrat, and 2 bites that occurred in July being reported to Animal Control in August.

There was 1 canine euthanized due to health issues, 1 cat euthanized due to behavior issues, 1 cat euthanized due to health issues, and 4 kittens died at the shelter due to failure to thrive, for a total of 7 animals in August.

Discussion on the if/whether the committee should be notified when animals have been at the shelter longer than the 37 days allowed by policy. Jeff Wilkins stated that they plan to bring the Standard Operating Procedures to the committee for review at the October committee meeting, and that would include review of the policy on length of stay and notification of committee members. This issue was previously discussed at the committee meeting on December 19, 2012.

Operations Report – Ms. Payton stated that the new kennel technician is learning quickly and doing well thus far. Ms. Payton invited the committee to stop by and meet the staff, and to see the building improvements that have been completed.
Ms. Payton said there were 130 visitors in August.

Ms. Payton said they raised approximately $600 from the recent popcorn fundraiser, and reported there is another fundraiser, Pictures in the Park, scheduled at Emerson Creek Pottery & Tearoom on Saturday, October 12, 2013. They are still searching for professional photographers that will volunteer to assist on that day.

Ms. Payton reported there is one pending court case, and two bench trials set for October and November.

**Upcoming Events Update**

- Sunday, September 29, 2013  
  Country Comfort Event, Yorkville
- Friday, October 4, 2013  
  Ellis House & Equestrian Center, Minooka
- Saturday, October 5, 2013  
  Walgreen’s Doggy Adoption, Montgomery
- Saturday, October 12, 2013  
  Pictures in the Park at Emerson Creek, Oswego
- Saturday, October 12, 2013  
  Go Dog Go Adoption Event, Oswego

**Accounting Report** – Jeff Wilkins reviewed the Financial Statements report with the committee.

**Old Business – Security Cameras:** Discussion on the need for security cameras on the outside of the Animal Control building, the cost for cameras, staff safety in dealing with angry citizens, the number of animals that are abandoned at the facility, the possibility of additional signage at the facility discouraging the abandonment of animals at the facility and alerting citizens of the legal implications of abandoning animals at the facility, and the budget priorities for Animal Control. Ms. Payton will provide price quotes and additional information, as well as the reasoning behind the request for security cameras at the facility at the October 2013 committee meeting.

**Executive Session** – None Needed

**Other Business** - None

**Review Action Items** - None

**Public Comment** – None

**Adjournment** – Lynn Cullick made a motion to adjourn the meeting, Elizabeth Flowers seconded the motion. With all in agreement, the meeting was adjourned at 10:28 a.m.

The next meeting will be on October 16, 2013 at 9:00 a.m. in the County Office Building, County Board Rooms 209-210.

Respectfully Submitted,

Valarie McClain
Administrative Assistant
KENDALL COUNTY
HEALTH & ENVIRONMENT COMMITTEE
County Office Building, County Board Room 209-210
Monday, September 16, 2013
Meeting Minutes

CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 10:00 a.m.

ROLL CALL
Committee Members Present: Lynn Cullick, Judy Gilmour, Dan Koukol, Matthew Prochaska, and John Purcell

Others Present: Megan Andrews, KC Soil & Water Conservation District; Steve Curatti, Department of Health & Human Services; Dr. Amaal Tokars, Department of Health & Human Services; Jason Andrade, Department of Health & Human Services; and Angela Zubko, Planning, Building and Zoning

APPROVAL OF MINUTES
Mr. Koukol made a motion to approve the minutes from August 19, 2013. Mr. Prochaska seconded the motion. With all in agreement, the minutes were approved.

STATUS REPORTS

Department of Health and Human Services – Mr. Andrade discussed National Recovery Month which occurs every September and is recognized by the Substance Abuse and Mental Health Services Administration to help raise awareness for access to treatment for mental illness and substance abuse. Mr. Andrade will discuss National Recovery Month on WSPY and is putting together an article for The Kendall County Record for this month about National Recovery Month. The effects that mental illness and substance abuse have on individuals, families, and friends were explained by Mr. Andrade. Mr. Andrade passed out brochures for the programs that assist individuals with mental illness and substance abuse and explained how treatment for mental illness and substance abuse can be obtained. Dr. Tokars commented that the Health Department plays an integral role in the community in helping individuals with mental illness and substance abuse.

Farmland Protection – None

Soil & Water – Ms. Andrews discussed the school programs that KC SWCD is involved in that focus on crops such as corn and soybeans. The KC SWCD recently conducted a pond shocking with the Grundy County SWCD. Ms. Andrews explained that pond shocking is a way to identify what types of species live in ponds and determine the health
of the pond. This is done by temporarily stunning the fish within the pond so they float to the top. Ms. Andrews explained that the fish are not harmed nor killed in the process. About 64 individuals attended the pond shocking. The KC SWCD is also holding a fish sale at this time and order forms can be found at the KC SWCD office. Other projects currently taking place with the KC SWCD include a technical review manual that addresses green infrastructure and sediment control related practices. The manual is in its final draft review. A tree sale pick up is taking place on Friday, September 20th. The Committee discussed with Ms. Andrews different invasive species that have been introduced to the environment to combat another invasive species and the effect that species have on the environment. Rain barrels are still available to be purchased.

**Solid Waste Plan Committee** – The Solid Waste Plan Committee will meet October 23rd. Ms. Gilmour stated that recycling and source reduction will be discussed at the October meeting. The 2010 goals of the SWPC will be reviewed and updated. The Committee will meet about 6-7 times. Ms. Gilmour will provide a schedule of the committee topics. Mr. Curatti briefly explained a broad overview of the recycling process.

**Water Related Groups** – Ms. Zubko stated that the Northwest Water Planning Alliance met last week. The Strategic Plan that the NWPA has been putting together has been finalized although not yet approved. The NWPA has hired someone on a part time basis to help carry out some of the goals of the Strategic Plan. A Lawn and Landscape Practice manual was put together by the NWPA to be approved for the communities within the NWPA. The Blackberry Creek Committee has not met recently but a fish inventory study has been conducted to determine the amount of new fish species that resulted in a dam removal. According to Ms. Zubko, this study will be available in October or November. Ms. Zubko stated that Green Organics informed the United City of Yorkville that they will be submitting for an amendment to their special use to both the City and the County. Green Organics is within both unincorporated Kendall and the City of Yorkville and therefore must seek approval of an amendment to their special use from both entities. Ms. Zubko stated she will coordinate with Green Organics to arrange for a tour of the facility for the County Board to attend. Depending on when this tour occurs, it could serve in place of the regular Health & Environment Committee meeting for the month in which the tour occurs. That will be decided once the date of the tour has been confirmed. Ms. Zubko will also present the Illinois State Water Survey findings with the Committee once it has been released.

**OLD BUSINESS** – The Committee briefly discussed lawn watering and sod watering restrictions in unincorporated areas.

**NEW BUSINESS** – None

**PUBLIC COMMENTS** – Jim LaPorta of 1302 Clearwater Drive in the United City of Yorkville brought up the issue of burning landscape waste and other materials in unincorporated areas. Mr.
LaPorta indicated that the burning taking place on properties in unincorporated areas is affecting some of the residential areas within the municipal limits. Mr. LaPorta suggested the County’s current burning ordinance be revised to require certain practices and measures when burning in unincorporated areas to help mitigate hazardous burning. The Committee discussed the existing ordinances that the County currently has in place which prohibit burning altogether in R-6 and R-7 zoned properties and also prohibit the burning of certain hazardous materials. Mr. LaPorta described some burning that is occurring which is considered illegal per IEPA regulations such as the burning of construction materials. Mr. Curatti commented on the investigations that have taken place for burning of products being brought in from off-site and explained the inspection process for complaints that are made to the Health Department. The Health Department has been working to address and correct IEPA violations. Dr. Tokars explained that the existing ordinances are currently being reviewed to possibly be combined.

**ACTION ITEMS** – None

**EXECUTIVE SESSION** – None

**ADJOURNMENT** - Mr. Koukol made a motion to adjourn the meeting, Ms. Cullick seconded the motion. With all in agreement, the meeting was adjourned at 11:14 a.m.

Respectfully Submitted,
John Sterrett