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
   A. Eagle Scout - Jorge Ochoa
8. Citizens to Be Heard
9. New Business
   A. Approve Resolution to approve settlement in the amount of $13,921.74 in the lawsuit entitled Adam Baxa v. County of Kendall et al., Case No. 13 MR 70 docketed in the Circuit Court of Kendall County, Illinois
10. Old Business
11. Standing Committee Reports
   A. Planning, Building & Zoning
   B. Public Safety
   C. Administration/HR
      1. Approval of the Resolution Authorizing Execution of Section 5311-Downstate Operating Assistance Grant Agreement
   D. Facilities
      1. Approve Elevator contract with Advanced Elevator Company for one year with two one year optional extensions for thirteen (13) Kendall County Elevators for $1,560.00 monthly
      2. Approve Public Safety Center Elevator repair contract with Advanced Elevator for the sum of $28,877.00
      3. Approve 1 year Maintenance Agreement for leased copiers with Konica Minolta for one year for $1,943.00 monthly
   E. Economic Development
   F. Finance Committee
      1. Approve claims in an amount not to exceed $870,284.81 and Petit and Grand Juror claims in an amount not to exceed $800.00
      2. Approve claims in an amount not to exceed $197,418.62 and Petit and Grand Juror claims in an amount not to exceed $2,625.00
      3. Approve 20 additional Questica Budget Operating License Seats for Kendall County Users
      4. Approve payment of grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
      5. Approve budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
   G. Judicial/Legislative
   H. Animal Control
   I. Health & Environment
   J. Committee of the Whole
   K. Standing Committee Minutes Approval
12. Special Committee Reports
   A. Historic Preservation
   B. UCCI
   C. Kencom Executive Board
   D. Housing Authority
13. Chairman’s Report
   Appointments
   Announcements
14. Executive Session
15. Other Business
16. Citizens to be Heard
17. Questions from the Press
18. Adjournment
STATE OF ILLINOIS  )
COUNTY OF KENDALL  ) SS

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 1, 2015 at 6:32 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/4/15 with the amendment of correcting the spelling of Member Gilmour’s name. 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 Prochaska moved to approve the agenda. Member Flowers 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 from Yorkville spoke about the email he sent to the Administration HR Committee members, Sheriff Department’s command staff and Mr. Wilkins regarding the insurance proposal he submitted 4 years ago. Mr. Milliron thinks that the county should look at a HRA arrangement.

NEW BUSINESS

State’s Attorney, Eric Weis informed the board that the Kendall County 23rd Judicial Circuit has been awarded the adult redploy Illinois oversight grant for the drug court program. The money will hopefully be appropriated during the 2016 fiscal year budget. The amount of the funding is $149,865.00. The open meetings act training with the Attorney’s General’s Office will be held on September 30, 2015 at 5:30pm in the jury assembly room at the courthouse.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Intergovernmental Agreement with the Village of Millbrook

Member Prochaska moved to refer the intergovernmental agreement between the Village of Millbrook and County of Kendall back to the PBZ Committee. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members present voting aye include Cullick, Flowers, Gryder, Koukol, Prochaska, Purcell, and Shaw. Member voting nay include Gilmour. Members abstaining include Davidson and Wehrli. Motion carried.

Member Gryder stated that they are ready to make an offer to an individual for the Senior Planner position.

Public Safety

Member Prochaska congratulated the Kendall County Sheriff’s office for winning the 2014-2015 traffic safety challenge; the prize for winning is a 2015 Ford sports utility vehicle. Chief Deputy Scott Koster stated that they have raised about $9,500 for Special Olympics. They have completed training and distribution of narcan which is an opioid antioverdose medication. They have received a $10,000 community grant from ComEd which is going to fund automated electronic defibrillators in the squad cars.

Administration/HR

Member Cullick stated that they discussed insurance and possibilities for cost savings.
Economic Development

Member Koukol highlighted the minutes that are in the packet – the two loans have been funded. The Oswego Economic Development Commission has started.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,398,423.75 and Petit and Grand Juror claims in an amount of $2,725.00. Member Gryder seconded the motion.

COMBINED CLAIMS: FCLT MGMT $35,512.70, B&Z $14,56, CO CLK & RCDR $130.45, ED SRV REG $1,326.69, SHRFF $13,055.62, CRRCTNS $14,807.18, EMA $92.29, CRCT CT CLK $455.85, CRCT CT JDG $3,224.84, CRNR $1,338.36, CMBCRTSRV $5,375.85, PUB DFNDR $993.32, ST ATTY $2,609.53, SPRV OF ASSMNT $10,000.00, UNEMPLOY CMP $2,076.00, EMPLOY HLTH INS $359,598.52, OFF OF ADMIN SRV $3,358.06, GNRL INS & BNDG $346.00, CO BRD $53.71, TECH SRV $2,428.73, CO HWY $7,961.59, TRNSPRT SALES TX $876,846.54, HLTH & HMN SRV $9,945.54, FRST PRSRV $8,767.56, ANML CNTRL EXPNS $1,667.26, RCRDR DOC STRG $674.90, HIDTA $6,791.56, CO CMRSY FND $1,256.06, CRT SEC FND $567.02, LAW LBRY $6,609.06, JUV JUST CNCL $100.65, CRNR $73.92, PRBTN SVN $2,609.53, ENG/CNSLTNG ESCRW $175.00, CO RSRV FND $142.09, EMPLY BNFT PRGRM EXP $1,378.14, ANML POP CNTRL $510.00, VAC $6,544.19, SHRFF VHCL FND $400.00, FP BND PRCDS ‘07 $3,300.00, JURY COMM $3,196.86

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

Member Purcell stated that the budget hearings have started and will continue on September 11, 2015.

Judicial/Legislative

Member Prochaska stated that the minutes are in the packet.

Animal Control

Member Wehrli stated that they met on August 19th and introduced the Michael Mulvaney the new director. They plan to modify 20 kennel grates. They have adopted out two dogs that they have had for 9 months.

Health & Environment

Member Gilmour stated that the next meeting is on September 21, 2015.

STANDING COMMITTEE MINUTES APPROVAL

Member Prochaska 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

Historic Preservation

Member Wehrli said that he sent an email to the Village of Millbrook about allowing the county to potentially use the right of way for a trail. There is no other funding for the bridge if it is not a part of a trail system. They would like to have permission from Planning, Building & Zoning to have a member Skype into the meetings. They have been looking at the old aerials and comparing them to the most recent looking for historically significant sites.

Kencom Executive Board

Member Gilmour announced that the Somonauk Police Department has signed an agreement to come on board in January. Little Rock-Fox EMS and the Kencom Public Safety Dispatchers were awarded the Copley Hospital cardiac run of the quarter and run of the year. Members discussed how the costs are shared when new entities are brought into Kencom.

Housing Authority

Member Prochaska stated that the next meeting is on September 25, 2015.

CHAIRMAN’S REPORT

Appointments

Gary Bennett – Rob Roy Drainage District (replacing Jim Porter, resigned) – Expires June 2018
Member Shaw moved to approve the appointment. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

CITIZENS TO BE HEARD

Todd Milliron from Yorkville encouraged the board members that attended the RTA meeting in Oswego to share what happened in the meeting with the other members.

QUESTIONS FROM THE PRESS

Jim Wyman from the WSPY asked when the Intergovernmental Agreement with the Village of Millbrook will expire.

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 4th day of August, 2015.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
KENDALL COUNTY BOARD RESOLUTION

Resolution No. ______________

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

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

IT IS HEREBY RESOLVED that the settlement recommended by counsel and the County's insurer in the sum of thirteen thousand nine hundred twenty one dollars and seventy four cents ($13,921.74), regarding the lawsuit entitled Adam Baxa v. County of Kendall et al., Case No. 13 MR 70 docketed in the Circuit Court of Kendall County, Illinois is approved. BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute the Settlement Agreement in the above-referenced matter on behalf of the County of Kendall, Illinois, which is attached hereto as Exhibit A.

PASSED by the Kendall County Board this 6th day of October, 2015.

Ayes _______
Nays _______
Present _______

John Shaw, Kendall County Board Chairman

ATTEST: ______________________________________

Debbie Gillette, County Clerk
SETTLEMENT AGREEMENT

ADAM BAXA V. KENDALL COUNTY, ET AL.

This Settlement Agreement ("Agreement") is entered into by and between Adam Baxa ("Baxa") and Shannon Baxa (his "spouse") and Kendall County and the Kendall County Sheriff (Collective referred to as "The County"): 

NOW, THEREFORE, FOR AND IN CONSIDERATION of the mutual covenants herein made and for other good and valuable consideration, the receipt and sufficiency of which are hereby mutually acknowledged, the parties do hereby enter into the following Agreement:

1. Settlement Amount and Payment

Adam Baxa and Shannon Baxa agree to accept as full and complete settlement from "The County", the sum of THIRTEEN THOUSAND NINE HUNDRED TWENTY ONE AND 74/100 ($13,921.74) in exchange for a full and final dismissal with prejudice of all claims against "The County" with each side bearing their own costs and attorney's fees, except as provided herein.

The County agrees to issue settlement payments within 30 days after execution of this Agreement and subject to the terms of the Agreement. The County’s counsel will tender the settlement payments to Adam Baxa and his counsel upon presentment of an order signed by the Court dismissing all claims in their entirety with prejudice in Case No. 13 MR 70.

The settlement payments to Adam Baxa and his attorneys will be made as follows:

a) A check made payable to Adam Baxa in the amount of $5,000.00 less any withholdings required by law which represents partial reimbursement to Adam Baxa for past health insurance premiums Adam Baxa and Shannon Baxa paid from November 2010 up to September 9, 2014 and which the parties agree does not exceed the amount paid by Adam Baxa for these past health insurance premiums.

b) A check made payable to Adam Baxa and his attorneys Morici, Figlioli & Associates in the amount of $7,171.74 which represents a compromise payment of disputed benefits under the Public Employee Disability Act; PEDA for the period of September 6, 2008 to December 26, 2008.

c) A check made payable to Morici, Figlioli & Associates in the amount of $1,750.00 which represents attorneys’ fees as further described in Paragraph 3 of the Agreement.

2. Tax Indemnification No representation has been made by the County as to the appropriate tax treatment of any of the payments it is making to Baxa or on his behalf pursuant to the terms of the Agreement. Baxa shall be solely responsible for, and promises and agrees to pay, any income or other taxes, interest or penalties owed with respect to the payments referred to in Paragraph 1.
3. **Attorneys' Fees & Expenses.** The parties agree that $1,750.00 of the aforesaid settlement amount represents attorneys' fees which have been incurred by Adam Baxa's attorneys' during the litigation of this matter. Upon payment of the aforesaid settlement amount ($13,921.74) the County is hereby released and discharged from any and all claims for attorneys' fees and expenses made by Adam Baxa or any attorney or law firm that represented Adam Baxa in this matter.

4. **Waiver.** Adam Baxa and Shannon Baxa acknowledge that they have received all compensation due up to the present time and that the County has discharged all obligations to Baxa under the Public Employee Disability Act, PEDA.

5. **Consideration.** Adam Baxa and Shannon Baxa acknowledge that they would not be entitled to the settlement amount provided for in Paragraph 1 above in the absence of signing this Agreement, that the aforesaid settlement amount constitutes a substantial economic benefit to Adam Baxa and Shannon Baxa, and that it constitutes good and valuable consideration for the various commitments undertaken by Adam Baxa and Shannon Baxa in this Agreement.

6. **Parties Released.** For purposes of this Agreement, the term "Releasees" means the County, and each of its past, present and future elected and appointed officials, employees, agents, representatives, attorneys and insurers in their official and individual capacities.

Adam Baxa and Shannon Baxa agree this agreement is subject to and conditioned upon the dismissal with prejudice of all the claims in Adam Baxa's lawsuit against "The County" in the case captioned Adam Baxa v. Kendall County Sheriff's Office, Case No. 13 MR 70 pending in the Circuit Court of Kendall County, Illinois.

7. **General Release by Plaintiff** Adam Baxa and Shannon Baxa hereby release, relinquish and give up (and agree not to directly or indirectly file, retain any recovery for, or pursue) any and all claims, suits, actions and causes of action known or unknown relating to any matter whatsoever from the beginning of time to and including the effective date of this agreement which they now may have or hold against the County and present and former employees or elected officials of the County, and attorneys and agents of the County, including but not limited to all claims in any way arising out of or relating to (i) Adam Baxa's employment with the County, or any aspect of any such employment, (ii) any facts, matters or claims alleged or which could have been alleged in the Action, or (iii) any conduct occurring during the course of defending or in connection with the Action, or the negotiation and execution of this Agreement.

This is a full and general release with respect to the matters encompassed within the preceding paragraph which includes without limitation, a release of any right Adam Baxa or Shannon Baxa may have:

(a) under Title VII of the Civil Rights Act of 1964, as amended;
(b) under the Civil Rights Act of 1991;
(c) under the Civil Rights Act of 1866, U.S.C. § 1981;
(d) under the Age Discrimination in Employment Act, 29 U.S.C. § 621 et seq., or the Americans With Disabilities Act, including the Americans With Disabilities Act Amendments Act;
(c) under 42 U.S.C. §§ 1983 or 1985;
(f) under the Illinois Human Rights Act;
(g) under Executive Order 11246 or any other state, federal or local law or regulation dealing with employment discrimination or other form of discrimination, or retaliation for filing any charge or claim, complaining about any practice or conduct or participating or testifying in any investigation;
(h) under the Equal Pay Act, 29 U.S.C. § 206, et seq., the National Labor Relations Act or the Family and Medical Leave Act;
(i) under the Employee Retirement Income Security Act of 1974, as amended, the Fair Labor Standards Act of 1938, or any federal, state or local law dealing with payment of wages, minimum wage, overtime or equal pay;
(j) under the Consolidated Omnibus Budget Reconciliation Act (COBRA) or any other law regarding insurance continuation;
(k) for damages of any kind, including but not limited to, damages for personal, emotional or economic injury, damage to reputation, breach of contract, wrongful discharge and violation of implied or express contract rights under any state, federal or local law, decision or regulation;
(l) for lost pay, reinstatement, front pay, liquidated damages or any other form of equitable relief;
(m) for overtime pay, vacation or sick pay, severance pay, attorneys’ fees, experts’ fees or costs;
(n) for personal injury, slander, libel, defamation, fraud, misrepresentation, intimidation, assault, battery, retaliation, intentional tort, economic loss, intentional or negligent infliction of emotional distress, retaliation, costs, damages, punitive damages, front pay, breach of contract, or breach of an implied contract; and
(o) for any legal violation, law or claim referred to in (or in any complaint filed in) the Action.

Adam Baxa and Shannon Baxa represent and warrant that they are the sole owner of all claims they have released in this Agreement and that they have not assigned or transferred any such claim (or any interest in any such claim) to any other person, and they will indemnify, defend and hold the County harmless for any damages, costs or expenses which it may incur if these representations and warranties are incorrect in any respect.

If Adam Baxa and Shannon Baxa take any action inconsistent with this Section 7, they shall pay all costs, expenses and attorneys’ fees incurred by the County and indemnify and hold the County harmless from liability, costs or expenses related to that violation. This is in addition to, and not in lieu of, any other rights or remedies which the County may have with regard to such violation.

The County agrees not to pursue a claim against Baxa for reimbursement of Baxa’s health insurance premiums, which have been paid by the County prior to the effective date of this Agreement. If the County pursues a cause of action against Baxa for reimbursement of said health insurance premiums paid by the County prior to the effective date of this Agreement, Baxa shall not be subject to indemnification to the County for attorneys’ fees or costs incurred by the County for pursuing such cause of action.
8. **Exclusions From General Release.** Excluded from the General Release above are any claims or rights which cannot be waived by law including Adam Baxa’s right to file a charge with an administrative agency or participate in any agency investigation. Adam Baxa, however, waives his right to recover any money in connection with such a charge or investigation. Adam Baxa also waives his right to recover money in connection with a charge filed by any other individual or by the Equal Employment Opportunity Commission or any other federal or state agency.

9. **Covenant Not to Sue.** Adam Baxa and Shannon Baxa represent and warrant that as of the date they sign this Agreement, they have not initiated or caused to be initiated against the County any administrative claim, investigation, or proceeding of any kind.

10. **Remedies for Breach.** If Adam Baxa and Shannon Baxa, or anyone on their behalf, initiates, brings or prosecutes any suit or action against the County in any federal, state, county or municipal court, with respect to any of the Claims released in this Agreement, or if Adam Baxa and Shannon Baxa breach any of the terms of this Agreement, then (a) Adam Baxa and Shannon Baxa shall be liable for the payment of all damages, costs and expenses (including attorneys’ fees) incurred by the Releasees, in connection with such suit, action or breach and (b) the County shall no longer be obligated to make any payments not already made to Adam Baxa and Shannon Baxa prior to their breach of this Agreement. Additionally, in the event Adam Baxa and Shannon Baxa, or anyone on their behalf, files a suit or action in any court against the County, the County may require Adam Baxa and Shannon Baxa to return all monies and benefits paid to pursuant to this Agreement. Adam Baxa and Shannon Baxa also waive their right to any attorneys’ fees, compensation or other recovery whatsoever as the result of any legal action brought by them or on their behalf by any other party against the County. This Section shall not apply to future claims which are based on acts or omissions occurring after the effective date of this Agreement.

11. **No Admission of Liability.** Nothing in this Agreement constitutes or shall be construed as an admission of liability on the part of the Releasees. It is agreed that evidence of this settlement shall be inadmissible in any other action of any kind, unless introduced by or with permission of the Releasees.

12. **Non-Disparagement.** Adam Baxa and Shannon Baxa agree that they will not, directly or indirectly, engage in any conduct or make any statement to any person or entity that is calculated or likely to have the effect of undermining, disparaging or otherwise reflecting poorly upon the County.

13. **Representations.** Adam Baxa and Shannon Baxa represent that they (i) have read this entire Agreement and understand its terms; (ii) have been advised in writing to consult an attorney before signing it; (iii) have been given a reasonable and adequate period of time to consider the Agreement before signing it; (iv) fully understand the terms and effects of this Agreement; (v) fully understand their rights to discuss all aspects of this Agreement with an attorney of their choice and have availed themselves of this right; (vi) are voluntarily executing this Agreement of their own free act and deed for the purpose of inducing the payment and benefits referred to in this Agreement; and (vii) no payment or consideration has been promised to them for entering into and signing this Agreement which is not specified in this Agreement.
14. **Severability.** The provisions of this Agreement are fully severable. Therefore, if any provision of this Agreement is for any reason determined to be invalid or unenforceable, such invalidity or unenforceability will not affect the validity or enforceability of any of the remaining provisions.

15. **Entire Agreement/Integration.** This Agreement constitutes the sole and entire agreement between Adam Baxa and Shannon Baxa and the County with respect to the subjects addressed in it, and supersedes all prior or contemporaneous agreements, understandings, and representations, oral and written, with respect to those subjects. Adam Baxa and Shannon Baxa acknowledge that no promises or agreements have been made to them except those contained in this Agreement. Any and all prior settlements between the County and Adam Baxa are not affected by this Settlement Agreement including, but not limited to all prior settlements of Baxa's workers' compensation claims as filed under IWCC 09 WC 15542 which was approved by an Arbitrator on February 9, 2011.

16. **No Waiver.** No waiver, modification or amendment of any of the provisions of this Agreement shall be valid and enforceable unless in writing and executed by Adam Baxa and Shannon Baxa and the County.

17. **Successors and Assigns.** This Agreement shall be binding upon, and shall inure to the benefit of, Adam Baxa and Shannon Baxa and their personal and legal representatives, heirs, devisees, executors, successors and assigns, and the County and its successors and assigns.

18. **Choice of Law.** This Agreement and any amendments thereto shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to conflicts of law principles.

**ADAM BAXA**

**KENDALL COUNTY SHERIFF**

Date: 2015  Date: 2015

**SHANNON BAXA**

**KENDALL COUNTY**

By:  

Dated: 2015  Dated: 2015
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:33 p.m.

ROLL CALL
Present: Lynn Cullick (arrive at 6:42 p.m.), Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli, Bob Davidson
Absent:
Also present: Jeff Wilkins: County Administrator; Mike Hoffman: Teska Consultant; John Philipchuck, Attorney for BCB Development IV, LLC

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

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from August 10, 2015. Bob Davidson seconded the motion. Approved 4-0.

EXPENDITURE REPORT - None

PUBLIC COMMENT - None

PETITIONS - None

NEW BUSINESS/OLD BUSINESS

1. Authorize WBK to review Plano Stormwater Ordinance not to exceed $3000 – Motion made by Jeff Wehrli, seconded by Davidson. Mr. Wilkins stated that this was to authorize the engineering firm WBK to review the City of Plano’s draft stormwater ordinance to ensure it is as restrictive, if not more, than the County’s and to minimize variances. Mr. Wehrli asked if this was a revision or if this was Plano’s first draft of the ordinance. Mr. Wilkins stated it was their first draft. Mr. Davidson inquired on the reason for the County spending money on the City’s review. Mr. Wilkins stated that when the County was initially drafting its stormwater ordinance it did so in conjunction with Yorkville and Oswego. Now Plano is drafting their ordinance. County review may help eliminate the cost of possible variances in the future. Ms. Gilmour asked how often such a review would take place. Mr. Wilkins stated with the initial ordinance and future revisions, if any. Chairman Gryder called for a vote. Approved 4-1; Bob Davidson voting nay.

2. Recommend approval of amended Senior Planner job description – Motion made by Jeff Wehrli, seconded by Lynn Cullick. Mr. Wilkins stated that the Senior Planner job description was reviewed and revised by the State’s Attorney’s Office to ensure the position was FLSA exempt. Ms. Gilmour asked for clarification on the exempt status if there was no supervision. Mr. Wilkins stated as the
position is expected to give policy recommendations and involves project management. Chairman Gryder called for a vote. **Approved 5-0.**

3. Agreement for the provision of funding to complete the Tanglewood Trails Subdivision – **Lynn Cullick made the motion, Judy Gilmour seconded.** Mr. Davidson stated that although he would take part in the discussion, he would abstain from voting. Mr. Wilkins stated that he worked with the State’s Attorney’s Office to draft an agreement with BCB Development IV, LLC for them to provide $85,000 to finish public improvements. The township would then take over maintenance of the improvements. The agreement allows the County to prioritize the improvements and set the schedule. Mr. Wilkins stated Mr. Philippchuck from BCB Development IV was available to answer questions. Chairman Gryder stated that he feels this is a very good deal considering the circumstances. Mr. Wehrli asked if the PUD agreement would need to be modified. Mr. Philippchuck stated he did not believe so as the agreement covered the changes in the PUD, mainly in the form of removing the recreational path. Mr. Davidson asked if the Homeowners Association (HOA) was involved the conversation. Mr. Philippchuck stated that BCB still manages the HOA and there are only 4 homeowners currently. Chairman Gryder called for a vote. **Approved 4-0; Mr. Davidson abstaining.**

4. FY 2016 Department budget review – Mr. Wilkins stated that the FY2016 budget slightly decreased due primarily to salary reductions. All other lines were similar with some decreases. Mr. Wehrli asked about the state of plumbing inspections. Mr. Wilkins stated that line item is over this year, but the overall budget is under and the plumbing inspection line item has been increased in the FY 2016 budget.

5. Remote meeting attendance for Historic Preservation Commission members – Mr. Wehrli stated that due to health complications one member could not make meetings regularly. As the member still wants to be involved, he asked Mr. Hoffman to look for a remote attendance policy. Mr. Hoffman stated that after reviewing policies from other government entities and review from the State’s Attorney’s Office in regards to the Open Meetings Act, he had a draft policy for review. He stated that the remote member could participate in the meeting but a quorum is still required to be in the meeting room. In addition, the policy restricts digital attendance to qualifying events. Ms. Gilmour asked if the member would still be able to vote; Mr. Hoffman answered in the affirmative. Mr. Davidson expressed concern at this policy eventually being adopted by all boards and asked if there was a provision that could be placed to limit it to Historic Preservation Commission. Mr. Wilkins stated the policy as presented only applies to the Historic Preservation Commission. The Board could add an additional step and adopt the policy as a revision to Historic Preservation ordinance. The Committee agreed to send the policy with revisions to the Board for approval. **Judy Gilmour motioned to send to the County Board as amended; Lynn Cullick seconded. Approved 5-0.**

6. LRMP Update (Trails and Little Rock Township) – Public Hearing 9/23/15 – Mr. Hoffman stated that there would be a public hearing at the Regional Planning Commission meeting at 7:00 pm on September 23, 2015 over the trails update and minor map amendments.

7. Kendall/Na-Au-Say One Acre Minimum Request – Waiting on Township Response – Mr. Hoffman stated they are still waiting on a response from the township.

8. 15-13 Kritzberg – ZBA Approved setback variance for garage on Game Farm Road – Mr. Hoffman stated that the Zoning Board of Appeals approved the setback for the garage at thirty-three (33) feet from the right-of-way. Original petition was six (6) to ten (10) feet, but was rejected by staff. Yorkville was consulted as it is surrounded by incorporated property and may be incorporated in the future. Yorkville approved of the thirty-three (33) feet setback. The only outstanding issue was the Mr.
Kritzberg wanted an additional curb cut. As it is zoned A-1, the garage is allowed to be built without a curb cut.

**UPDATE ON HISTORIC PRESERVATION**- Mr. Wehrli stated that he plans on attending Millbrook’s meeting on the 22nd to discuss the bridge with them. Also, on the 30th there will be an event at the Historic Courthouse with the other Historic Preservation Commissions in the County. They will have a guest speaker on Historic Preservation.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- Mr. Hoffman stated that CMAP is looking to update their GOTO2040 plan. Chairman Gryder stated that he is attending a meeting on Wednesday.

**PROJECT STATUS REPORT**– Mr. Wilkins stated that they had hired John Sterrett as the senior planner. His first day will be September 21. He also stated that the County has started coordinating with CMAP on the Industrial Market Study. Mr. Wilkins also spoke on planning staff coordinating with the Health Department to examine the process of well and septic evaluations. Chairman Gryder added that the group overseeing oversized/overweight truck permitting was looking to meet with Fran Klaas, the County Engineer, soon.

**PERMIT REPORT**– Reviewed
**REVENUE REPORT**– Mr. Wilkins stated that they were slightly under this year compared to previous years.
**CORRESPONDENCE** – None
**EXECUTIVE SESSION**– None

**ADJOURNMENT**- Next meeting will be on October 5, 2015
Bob Davidson made a motion to adjourn the meeting. Lynn Cullick seconded the motion. Approved 5-0.
Chairman Gryder adjourned the meeting at 7:33 p.m.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
CALL TO ORDER
At 7:00 p.m., Chairman Randy Mohr called the Zoning Board of Appeals meeting to order.

ROLL CALL
Members present: Randy Mohr (Chairman), Scott Cherry, Karen Clementi, Donna McKay (Vice-Chair), Tom LeCuyer, Dick Whitfield and Dick Thompson
Members absent:
Also present was: Mike Hoffman-Teska Associates, Inc.
In the audience:

MINUTES
Motion to approve July 27, 2015 corrected minutes by Mr. Cherry, seconded by Mr. Whitfield.
Approved 6-0.

PETITIONS

1. 15-13 Gary Kritzberg
Request: Variance from front yard setback for a garage
Location: 1211 Game Farm Road, Yorkville
Purpose: To construct a garage in the front yard

Mr. Hoffman stated that since the previous meeting he had been out to walk the property with Brian Holdiman, the County Code Official. Also since the previous meeting the petitioner has proposed a new spot for the garage, labeled D it the packet, for the garage. This would be a 33 feet setback, meaning only a 17 feet variance. Mr. Hoffman stated that there is a good buffer of trees and landscaping to hide the garage.

The hearing was continued from the previous meeting to give the United City of Yorkville (which surrounds the property) time to examine the variance request. Their recommendations after examining the variance are consistent with the staff recommendations.

The only outstanding issue is the request for another curb cut. Petitioner currently has two as the property has a circular driveway. He is requesting another. Yorkville is recommending denial as their code limits curb cuts per property to two.

Chairman Randy Mohr opened the meeting for public hearing at 7:14 p.m. Seeing none, he closed the public hearing.
Ms. Clementi made a motion to approve the findings of fact along with the conditions recommended by staff. Mr. Whitfield seconded. The findings of fact and recommendations are as follows:

§ 13.04.2 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in italics. Staff has provided some preliminary findings in bold below based on our recommendation to modify the request to relocate the proposed garage to location “D” as shown on page 4 of this report and grant a 17’ variation from the required 50’ front yard setback. Depending on additional evidence provided at the public hearing and input from the City of Yorkville, these draft findings may need to be modified.

*That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out.* The topography of this property limits potential locations of any structure on this property. However, the proposed provides an alternative that considers the unique character of the property and minimizes the required variation.

*That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification.* This is a unique property within the County’s A-1 Zoning District, as it is generally surrounded by the City of Yorkville. This location, plus the unique topographic conditions of the property do not exist on most other A-1 zoned property in the County.

*That the alleged difficulty or hardship has not been created by any person presently having an interest in the property.* Recent right-of-way acquisition by the City of Yorkville which increased the setback from the original property line (center of the road) was not a hardship created by the owner. Likewise, the current owner had no influence over the unique topography of the site or the placement of the home on the property, both of which limit potential garage locations.

*That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located.* The proposed garage location will have a significant landscape buffer from both the adjacent home to the south and from Game Farm Road. The proposed variation and resulting garage setback will generally be consistent with other such structures in the area.

*That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood.* The proposed variation will not impact the supply of light or air to adjacent property. This proposed garage will have no impact on traffic, as it is for a car that is currently stored outdoors on the property. Given the existing landscape buffering and proposed
construction materials that will match the existing home, the improvements should not
diminish or impair neighboring property values.

RECOMMENDATION Given the extensive landscaping on the site and screening offered by the
proposed location, coupled with the pattern of development in the area, County staff is supportive of the proposed 17’ front yard setback variance to allow for the proposed garage. Staff understands the applicant’s desire for a garage, and the selection of the proposed location given site topography and other site constraints. We would suggest the following conditions:

A. If a driveway is to be installed, written evidence shall be provided to the PBZ Department that a curb cut onto Game Farm Road in the proposed location will be allowed by the United City of Yorkville.

B. That the Evergreen Tree buffer along the south edge of the property be maintained, including replacement of trees in the future as needed.

Chairman Mohr called for a vote. **Approved 5-0; Chairman Mohr abstaining.**

**REVIEW PBZ APPROVALS BY COUNTY BOARD & CHANGES** – No changes

**NEW BUSINESS/OLD BUSINESS** –

**PUBLIC COMMENT** - There were no additional comments by members in the audience.

**ADJOURNMENT OF THE ZONING BOARD OF APPEALS** - Next meeting will be on September 28, 2015.

Ms. McKay made a motion to adjourn the Zoning Board of Appeals meeting, Mr. Cherry seconded the motion. Chairman Randy Mohr adjourned the Zoning Board of Appeals meeting at 7:16 p.m.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 5:31p.m. and led the Pledge of Allegiance.

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

Member Gryder arrived at 5:32p.m. Member Davidson arrived at 5:39p.m.

Others Present: Undersheriff Harold Martin, EMA Director Joe Gillespie, Jim Smiley

Approval of the Agenda – Member Gilmour made a motion to approve the agenda, second by Member Purcell. With all in agreement, the motion carried with the addition of the Security System Updated added under Old Business.

Approval of Minutes – Member Gilmour made a motion to approve the August 10, 2015 meeting minutes, second by Member Purcell. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report – As submitted

Coroner’s Report – Corrected version as submitted

EMA Report –Director Gillespie reported:

KCEMA attended Region 3 meeting in Aurora on 08/20 where they learned that legislation was signed EMPG grant funds will be awarded to the county.

Presented EMA budget on 08/28

Gillespie and Page completed 6 hours each of online training

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

Commander Gillespie reported that on Friday, September 11, 2015, there was a fuel spill of several hundred gallons, all fuel was recovered, and extraction of the spill and EPA inspection of the site took place on Saturday.
Commander Gillespie reported that the county passed the Dresden Drill in July, and that he will share the official report with the committee when he receives it.

**Sheriff**

- **Records Division** – Undersheriff Martin provided statistics for the month of August:

  **Sheriff Sales:**
  - 91 Sales Scheduled
  - 58 Sales Cancelled
  - 33 Sales Conducted

  **Civil Paperwork:**
  - 138 Papers Served
    - 1 Replevins
    - 124 Subpoena/FOIA Requests

  **Warrants:**
  - 1,818 on file
  - 126 New Warrants Issued
  - 135 Warrants Served
  - 23 Warrants Quashed

  **Evictions:**
  - 24 Scheduled
  - 15 Cancelled
  - 9 Conducted

  **Fees:**
  - $7,918.75 Civil Process
  - $18,300 Sheriff Sales
  - $155.00 Records/Fingerprinting
  - $1,246.37 Bond Processing
  - Total of $27,620.12 received for the month of August 2015

- **Corrections Division** – Undersheriff Martin provided the following statistics for the month of August:

  **Jail Population:**
  - 287 New Intake Bookings
  - 271 Inmates Released
  - 142 Average Daily Population

  **Food Service Management:**
  - 12,351 meals prepared at a cost of $1.01 per meal
  - Total medical billing for August was $14,979.40
Inmate Transports:
90 To/From County Courthouse
4 Other County Court Transports
11 Out of County Prisoner Pickups
11 to I.D.O.C.
4 Medical/Dental Transports
11 Juvenile Transports To/From Youth Homes/Courts
172 Total Inmate Transports

Out of County Housing:
65 Inmates Housed for Other Jurisdictions
$85,005.00 Invoiced for Inmates Housed for Other Jurisdictions

Outstanding FTA Fees: $225.00

Sex Offender/Violent Offenders Against Youth Registrations:
10 Sex Offender Registrations
0 Sex Offender Registration Checks
3 Violent Offenders Against Youth

Operations Division – Undersheriff Martin reported the following statistics for the month of August:

Police Services:
764 Calls for Service
266 Police Reports
135 Arrests

Traffic Services:
637 Traffic Contacts
351 Traffic Citations Issued
9 DUI Arrests
1 Zero Tolerance

Traffic Crash Investigations:
35 Property Damage
7 Personal Injury Accidents
1 Fatality
43 Total Crash Investigations

Vehicle Usage:
65,376 Total Miles Driven
$3,225.04 Vehicle Maintenance Expenditures
$13,126.42 Fuel Expenditures
5,241.89 Fuel Gallons Purchased
Auxiliary Deputies:
19 Training/Meeting Hours
0 Ride-A-Long Hours
46.5 Auxiliary Hours
65.5 Total Auxiliary Hours

Evidence/Property Room:
154 New Items into Property Room
55 Disposal Orders Processed
9 Items Disposed Of
55 DVD/VHS Copy Requests
25 Items Sent to Crime Lab for Processing
10 Items Processed by Evidence Custodian

Court Security Division:
14,354 Entries
6,214 Items X-Rayed
73 Bond Calls
80 Items of Contraband Refused
17 Arrests made at the Courthouse

Investigation/COPS Activities:
30 Total Cases Assigned
15 Total Cases Closed
104 Current Open Cases
18 Community Policing Meetings/Presentations

KSCO Training:

Corrections Division: 244 Total Hours
2 hours - IL County Jail and Detention Standards
64 hours – Firearms Training
8 hours – FN303 Instructor/Armorer Course
160 hours – Corrections Academy Training

Operations Division: 647 Total Hours
8 hours – Domestic Violence/Crisis Intervention
36 hours – Operation Snow Ball
360 hours – Firearms Training
9 hours – LEADS Less Than Full Access Recertification
66 hours – Police Law Institute (Certificates Received 07/27/2015)
8 hours - FN303 Instructor/Armorer Course
160 hours – Suburban Law Enforcement Academy
Court Security: 51.5 Total Hours
- 8 hours – Firearms Training
- 1.5 hours – BAO PBT-E Recertification
- 42 hours – Corrections Cross Training

Corrections/Operations Combined Training: 72 hours - KSCO SRT Training

Records Division: 0 hours

Auxiliary: 1.5 hours LEADS Less Than Full Access Recertification

Human Resources:
- 0 Terminations
- 2 Resignations (1 retirement in January 2016)
- 0 New Hire
- 1 Workers Comp

Sworn Personnel/Authorized in FY15 Budget: 106.5*/112
- *2 Additional Sworn Officers Currently on Leaves of Absence

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

Undersheriff Martin also reported that the Kendall County Jail successfully passed a Prison Rape Elimination Act (PREA) audit that was conducted on July 29-30, 2015. The PREA Audit shows the federal government that the office has taken action to conform to federal standards that were put in place to eliminate sex abuse in a confinement setting. The Sheriff’s Office will ensure that all documentation of the audit will be forwarded to the County Insurance Carrier in anticipation of a reduced premium in that area.

Facilities Management Report – Jim Smiley

Old Business

- Security System Update – Jim Smiley reported that the Facilities Committee directed Mr. Smiley to remove the $9000 reimbursement from the contract, and that the flat fee for all services of $221,000 was accepted verbally by Dewberry. He reported there was a meeting today and Dewberry agreed to accept the county’s more defined scope of the project. Mr. Smiley stated that they have taken the R & N study and removed the specific numbers, and added instead that all cameras would be replaced, all wiring would be replaced, etc. Director Gillespie clarified discussions from the meeting today regarding the designing of the system and ensuring that the design and system meet the needs of the county. Discussion on the flat fee for services in the contract, and the possibility of getting a reduced rate because of accomplishments like PREA, and Accreditation.

New Business - None
Executive Session – None needed

Public Comment - None

Action Items for County Board - None

Adjournment – Member Gryder made a motion, second by Member Davidson to adjourn the Public Safety Committee meeting. **With all in agreement, the meeting adjourned at 6:29p.m.**

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:04 a.m.

ROLL CALL
Committee Members Present: John A. Shaw - here, Lynn Cullick – here, Judy Gilmour - here, Dan Koukol – here, and John Purcell (arrived at 9:07 a.m.)

Others present: Jeff Wilkins, Glenn Campos, Scott Koeppel, Leslie Johnson, Jim Pajauskas, Rich Ryan, Anne Vickery, Becky Rudolph

APPROVAL OF AGENDA: Member Gilmour made a motion to approve the agenda, second by Member Koukol. With all in agreement, the motion passed.

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the August 6, 2015 meeting minutes, second by Member Shaw. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE

- Health Insurance Update – Jim Pajauskas spoke on the renewal of insurance with Blue Cross/Blue Shield. He stated that the renewal rates effective for January 1, 2016 were a 24% increase over the previous year. He stressed that the numbers presented were not final as they had received them only a couple of days before hand and were still in negotiations. Mr. Pajauskas also stated had the County self-funded in 2015 it would have spent approximately $600,000 more. He also spoke on the benefits of HSA plans and other cost control measures in the future.

Member Shaw left the meeting at 9:46 a.m.

Member Purcell left the meeting at 9:57 a.m.

WINE SERGI - Rich Ryan spoke on workers compensation. In examining self-insurance in the state, currently there are only five providers. The providers have a minimum of $500,000 self retention (deductible) versus the current plan deductible of $100,000. Factors currently being examined are having KenCom and the Forest Preserve insured separately from the County, adjusting the deductible and coverage limits, and carriers. Ryan and Glenn Campos are reviewing current claims with the carrier to develop more accurate estimate of possible cost for current claims.
COUNTY ADMINISTRATOR – Jeff Wilkins spoke on the free annual wellness checks given by the Health Department for County employees coming up on September 24, 2015. He also gave an overview of both the County Board’s and the Office of Administration budget for 2016.

DEPARTMENT HEADS AND ELECTED OFFICIALS –
➢ Technology Director – FY2016 Budget Review – Scott Koeppel gave an overview of the technology budget. He explained the budget is higher this year due to several large project expenses previously planned for, including update of Microsoft Office licenses. He also gave an explanation of how the camera in the Board room operated.

NEW BUSINESS
➢ Authorization reissuance of Technology Services Credit Card with $3000 limit. Jeff Wilkins stated that the reissuance of the credit card was simply to change the name from Stan Laken to Scott Koeppel. With all in agreement, the motion passed

OLD BUSINESS – None

PUBLIC COMMENT – Anne Vickery spoke on the merits of the Kendall Area Transit system for rural areas of the County.

EXECUTIVE SESSION - None

ACTION ITEMS FOR COUNTY BOARD - None

ITEMS FOR COMMITTEE OF THE WHOLE –

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 10:47 a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Project Coordinator
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:01a.m.

ROLL CALL
Committee Members Present: Judy Gilmour - here, Dan Koukol - present, Lynn Cullick – here

Member John Purcell arrived at 9:04a.m.  Member Purcell left the meeting at 11:00a.m.

Committee Members Absent: John Shaw

Others present: Glenn Campos, Leslie Johnson, Scott Koeppel, Tracy Page, Jim Pajauskas, Jeff Wilkins

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the September 3, 2015 meeting minutes, second by Member Koukol.  With all in agreement, the motion passed.

MONTHLY REPORTS


Mr. Pajauskas explained some of the insurance challenges of plan design flexibility, network flexibility, utilizing information from reporting to the County’s advantage, contribution structure flexibility, and healthy behavior initiatives. Mr. Pajauskas said that the County is limited in flexibility in all of these areas.

Mr. Pajauskas explained that one way to cut insurance costs is to ensure lower costs at all facilities and all providers instead of limiting the facilities and providers that are available to employees. Mr. Pajauskas said without having the ability to change these items we are allowing employees to utilize the plan the way they always have while expecting a different result. Mr. Pajauskas said that self-funding your insurance without implementing these components opens the County to greater risk without providing any substantial reason why the cost will go down.

Mr. Pajauskas reviewed the Blue Cross Blue Shield Revised Renewal, other options and alternative health insurance options.
b. County Administrator

- Resolution Authorizing Execution of Section 5311- Downstate Operating Assistance Grant Agreement – Ms. Johnson recommended that the actual agreement be included with the resolution so that the County Board members are aware of what they are authorizing the County Board chair to sign, and obligating the County to in the agreement. Motion made by Member Koukol to forward the resolution to the county Board for approval, second by Member Gilmour. **With all in agreement, the motion carried.**

c. Department Heads and Elected Officials

- Technology Services – Director Scott Koeppel reported his attendance at the Open Meetings Act training held last evening, and said there are a two areas that he has concern about:

1. That we do have a full-time person in the position of posting agendas to the County website

2. Mr. Koeppel cautioned the committee about most or all of a committee communicating by email (reply all) about issues that are or are not going to be discussed at a committee meeting.

Mr. Koeppel said that Technology did an update to Questica to be able to import actuals. He said it is currently on the test phase, but will be utilized more next year.

Mr. Koeppel also reported they are working with the 708 Mental Health Board on establishing a webpage to get more information out to the community.

In attempts to make Kendall County more accessible, they have created a twitter account (@kendallcountyil). They will eventually use Facebook when new items are added to the website. They have also registered for the domain name kendallcounty.org so they can owe that as well. This will assist with marketing and communication to the county. They will also be using Zoon.US for remote meetings, which was approved at the last County Board meeting. The meeting room can be used for one-on-one meetings, interviews, etc. Contact Mr. Koeppel or Gina Hauge to reserve the electronic remote room.

OLD BUSINESS – None

NEW BUSINESS

- County Organizational Chart – Jeff Wilkins explained that the current County organization chart posted on the webpage was created/maintained by the Technology office and was created before he became County Administrator. Discussion on various components of the chart, non-County offices such as the Regional Office of Education, KenCom, and the Forest Preserve. Discussion on the chart and contradictions to the
Employee Handbook, the chart key that wasn’t consistent with the actual chart, offices that are appointed or elected and which ones fall under the authority of the County Board. There was further discussion on the need for the organizational chart to display outside entities separate and apart from the County government. There should also be sub-levels under each department head and elected official that designates who reports to whom, and whom they employ. Ms. Johnson said that identifying direct supervisors will also assist in preparation of employee job descriptions, who is responsible for conducting employee evaluations, in budgeting, possible reduction of staff, etc.

- Employee Evaluations – tabled until a future meeting
- Employee Handbook – tabled until a future meeting

EXECUTIVE SESSION – None needed

ACTION ITEMS FOR COUNTY BOARD

- Approval of the Resolution Authorizing Execution of Section 5311- Downstate Operating Assistance Grant Agreement

ITEMS FOR COMMITTEE OF THE WHOLE

- BCBS Option 2 Health Insurance and Dental Insurance Presentation
- County Organizational Chart

PUBLIC COMMENT - None

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 11:40 a.m., Member Gilmour seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,
Valarie McClain
Administrative Assistant/Recording Secretary
RESOLUTION AUTHORIZING EXECUTION OF SECTION 5311-DOWNSTATE OPERATING ASSISTANCE
GRANT AGREEMENT WITH THE ILLINOIS DEPARTMENT OF TRANSPORTATION FOR FY2016

WHEREAS, the Board of KENDALL COUNTY passed a resolution on May 5, 2015 authorizing application for
49 U.S.C. § 5311 (“Section 5311”) and Downstate Public Transportation Act (30 ILCS 740/2-1 et seq.) grants for Fiscal
Year 2016, and

WHEREAS, the Division of Public and Intermodal Transportation, Department of Transportation, State of
Illinois, has approved the grant application as submitted pending execution of the Section 5311-Downstate Operating
Assistance Grant Agreement (“Agreement”) attached as Exhibit A, and

WHEREAS, a resolution is required to authorize the execution of the Agreement,

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

That the County Board Chairman of KENDALL COUNTY is hereby authorized and directed to execute the
Agreement with the Illinois Department of Transportation for fiscal year 2016.

PRESENTED and ADOPTED by the County Board, this 6th day of October 2015.

Approved: Attest:

John A. Shaw, County Board Chairman Debbie Gillette, County Clerk and Recorder
September 9, 2015

FULL MAINTENANCE SERVICE AGREEMENT

ADVANCED ELEVATOR COMPANY, an Illinois Corp in good standing "we" proposes to furnish its full maintenance Service to

KENDALL COUNTY, ILLINOIS, a unit of local government
For the following equipment:

THIRTEEN (13) HYDRAULIC PASSENGER ELEVATORS

Located at 111 W. Fox St., 807 John St., 1102 Cornell Lane, 109 W. Ridge St., and 811 W. John St. Yorkville, Illinois.

1. The above stated recitals are incorporated herein by reference.
ADVANCED ELEVATOR COMPANY agrees to maintain all elevator equipment described herein according to the terms of this Agreement, supervised by us. Advanced Elevator maintenance personnel will be qualified to keep the equipment properly adjusted, and will use all reasonable care to maintain your equipment in proper and safe operating condition.

2. All elevator equipment subject to this contract will be regularly and systematically examined (MONTHLY), cleaned, adjusted, and lubricated by Advanced Elevator Company. When in ADVANCED ELEVATOR COMPANY'S judgment conditions warrant, it will replace or repair:

HYDRAULIC PUMP UNIT COMPONENTS, including valves, pumps, motors, valve magnet coils, V-belts, bearings, seals, and packing.

CONTROLLER COMPONENTS, including relays, contractors, solid state components, resistors, condensers, transformers, contact, leads, mechanical or electrical timing devices, and computer devices.

1
SELECTOR COMPONENTS, including selector drive, and all mechanical and electrical drive components.

HOISTWAY DOOR INTERLOCKS, or locks and contacts, including hoistway door hangers and tracks, bottom door gib and auxiliary door closing devices for power operated bi-parting hoistway doors.

HOISTWAY LIMIT SWITCHES, slowdown switches, leveling switches associated cams and vanes.

GUIDE SHOES, including rollers or replaceable liners.

BUFFERS (spring or oil), including switches, seals, and packing.

AUTOMATIC POWER OPERATED DOOR OPERATOR, door protective devices, car door hangers, track, and car door contact.

TRAVELING CABLES for elevator operation and elevator control wiring in hoistway and machine room

ADVANCED ELEVATOR COMPANY also will provide under this contract:

LUBRICANTS compounded to rigid specifications and selected and tested for the service conditions required.

LUBRICATION of guide rails, except where type of guides and/or safety devices require dry rails.

HYDRAULIC OILS, except where lost because of underground leaks in the cylinder.

YEARLY PRESSURE RELIEF TEST Will be provided. This does not include inspectors fee to witness pressure test. This is required by State of IL. We will not be responsible for any damage that may be incurred by this test.

3. **Items not covered under this contract are:**

Cab enclosures, removable panels, pad hooks, face plates or finished surfaces, certificate frames, special or instructional markings, power disconnect switches, main line fuses, hoistway enclosure, hoistway doors, frames, sills, access doors, sump pumps, cylinder,
piston or ram, buried piping, Contaminated oil, door panels, door sill track, suspended ceiling, light diffuser, car lighting tubes, light fixture, emergency light or battery, emergency telephone, fan, handrail, mirror, car flooring, floor covering, sub-floorings, smoke and heat detector devices, any primary power source abnormalities including power failure, surge, spikes, reduced voltage, phase failure or components installed or connected for emergency standby power, full load pressure relief test and modifications to obsolete equipment.

4. The items below are worn and will need to be replaced in the near future. To give you the maximum service on these items, we agree to accept them in their present condition, provided that at time of replacement, you will pay a prorated amount according to the degree of usage.

**SCHEDULE OF ITEMS TO BE PRORATED**

NONE

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5. **ADVANCED ELEVATOR COMPANY** shall not be held liable for, nor required at its cost, to replace or repair elevator equipment damaged, disabled or destroyed by vandalism or misuse, or by any other cause beyond its control. Regular and appropriate use does not constitute a cause out of **ADVANCED ELEVATOR COMPANY**'s control for purpose of this paragraph.

1. All work covered by this Agreement will be performed during the regular working hours of our regular working days, unless otherwise agreed. **Regular working hours are 8:00 A.M. to 4:30 P.M. Excluding Saturdays, Sundays or Holidays.**

**EMERGENCY MINOR OVERTIME CALLBACK SERVICE INCLUDED IN THIS CONTRACT**

YES______  NO____ X______

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**SPECIAL PROVISIONS**

If you request repairs, examinations or other work to be done outside our regular working hours, we shall invoice you at our standard overtime hourly rate. Current billing rate is 1.7 Monday thru Friday per man is $341.89. Saturday, Sunday And Holidays per man is $396.00.
STEEL PARTS CABINETS AND WIRING DIAGRAMS
We agree to maintain cabinets for orderly storage of replacement parts in the machine room and wiring diagrams for the term of this Agreement. It is the owner's Responsibility to furnish us with the original wiring diagrams.

ON SITE INVENTORY

We agree to maintain a supply of contacts, relays, condensers, resistors, transformers, lubricants, wiping cloths and other minor parts in each elevator machine room For the performance of routine preventive maintenance.

7. Except as provided in Paragraph 11, at no time do we retain possession or control of the equipment as this will at all times remain the property of the owner. We shall not be responsible for losses, damages, or delays due to riots, strikes, lockouts, theft, civil disorder, explosion, fire, flood, windstorm and ACTS OF GOD, or by any cause beyond our reasonable control.

8. The contract period shall commence on, __________ and continue for a period of one (1) year. The parties may extend the agreement for two (2) successive one (1) year terms following the initial period provided the extension is agreed to in writing.

NOTE: Either party may terminate this agreement with 30 days prior written notice.

9. **CONTRACT PRICE**
   
   Our price is ONE THOUSAN FIVE HUNDRED SIXTY DOLLARS ($1,560.00) per month payable upon receipt of invoice.

   Payments shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/et seq.)

   **SPECIAL PROVISION**

   The price will be adjusted yearly. The increase will not exceed (3%).

SUSPENSION OF TWO (2) HYDRAULIC ELEVATORS IN 811 JOHNS.
FLOORS ARE NOT BUILT OUT YET, ELEVATOR TO BE RUN ONCE A QUARTER. DEDUCT $240.00 FROM CONTRACT PRICE OF $1560.00. MAKING NEW CONTRACT PRICE OF $1,320.00. UNTIL UNITS ARE PUT BACK IN SERVICE.

$1,560.00 Less two Suspended units $1,320.00 First Year per month.
$1,606.80 Less two Suspended units $1359.80 Second Year per month.
$1,655.00 Less two Suspended units $1655.00 Third Year per month.
These adjustments are scheduled to be calculated and come effective on the first of January 2016 and on the first day of January each year thereafter. However, if there is a delay in determining a new labor rate, but a new rate is expected to come into effect within one month of a scheduled price adjustment effective date, that year’s price Adjustment may be postponed one month and be calculated and become effective on the first day of the following month.

10. If any taxes are imposed on the use, transfer, ownership, or possession of the elevator equipment, they will be paid by you.

We will not by required to furnish or install new attachments in the equipment which may be recommended or directed by insurance companies or governmental agencies or perform any elevator inspection reports or tests required by any city, state, federal, or any other agencies unless specified elsewhere in this Agreement. If the County desires such non-covered work or installation performed, ADVANCED ELEVATOR COMPANY shall provide Owner with a written quote for the amount of such add-on costs.

It will be the Owner’s responsibility to inform ADVANCED ELEVATOR COMPANY immediately, or in no case later than 24 hours after the occurrence, of any accident or any change or alteration of the equipment. It shall also be the Owner's responsibility to remove from service immediately any elevator or piece of equipment that operates in an unsafe manner or is capable of causing injury.

It is expressly agreed that payment of all sums then due hereunder is a condition precedent to the future rendering of service by ADVANCED ELEVATOR COMPANY. Advanced Elevator Company understands that the timing of government payments shall be in accordance with the Illinois Local Government Prompt Payment Act and Advanced Elevator Company shall not refuse to provide future service while payments are being done in accordance with said Act.

Advanced Elevator Company shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless the County, including the County’s past, present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the work to be performed by Advanced Elevator Company and its employees and agents retained to perform work on the elevators described herein, or arising in any manner out of Advanced Elevator Company’s performance or alleged failure to perform its obligations pursuant to this Agreement.

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

Advanced Elevator Company, 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 04 of the Federal Rehabilitation Act, and all applicable rules and regulations.

All services to be undertaken by Advanced Elevator Company shall be carried out by competent and properly trained personnel of Advanced Elevator Company to the highest standards and to the satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers’ and equipment supplier’s specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Advanced Elevator Company hereby acknowledges and agrees that it is an independent contractor and not an agent or employee of Kendall County. Advanced Elevator Company understands and agrees that it is solely responsible for paying all wages, benefits and any other compensation due and owing Advanced Elevator Company’s officers, employees and agents in the performance of services set forth in the Agreement. Advanced Elevator Company further understands and agrees that it is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for its officers, employees and/or agents who perform services as set forth in the Agreement. Advanced Elevator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Advanced Elevator Company, officers, employees and agents. Advanced Elevator Company hereby waives any rights to recover damages from Kendall County and/or their respective board members, elected officials, employees, insurers, agents and assigns (hereinafter “Releases”) for any injuries, liabilities, penalties, expenses (including attorney’s fees) and/or other damages sustained by Advanced Elevator Company’s officers, employees and/or agents while performing the services set forth in the Agreement. Advanced Elevator Company agrees it will defend, with counsel of Owner’s choosing, indemnify and hold harmless Releases against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which the Releases may hereafter sustain, incur or be required to pay arising out of Advanced Elevator Company’s performance or failure to adequately perform its obligations pursuant to this Agreement.

For public security purposes, Advanced Elevator Company agrees that no one shall be
assigned to perform work at Kendall County facilities on behalf of it, its consultants, contractors, subcontractors and their respective officers, employees, agents and assigns unless Advanced Elevator Company has completed a criminal background investigation for each individual performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual had a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Advanced Elevator Company agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Kendall County (Owner). Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Advanced Elevator Company and/or Advanced Elevator Company’s consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this Agreement, Owner shall transmit the same to Advanced Elevator Company’s on-site foreman and/or to any other member of its management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Advanced Elevator Company’s failure to take immediate action and/or to resolve the problem to the Owner’s satisfaction may result in a material breach of the Agreement.

This Agreement calls for the construction/maintenance of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors’ website at: http://www.state.il.us/agency/idol/rates/rates.html. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and recordkeeping duties.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Worker’s on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Advanced Elevator Company and its consultants agree to employ Illinois laborers on the Project in accordance with the Act. Advanced Elevator Company understands that the 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 least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Advanced Elevator Company understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.
Advanced Elevator Company and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

Advanced Elevator Company will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Advanced Elevator Company shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Workers Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (b) Employers comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per occurrence and $2,000,000 aggregate (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000.00 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to general liability, business auto liability and excess liability insurance. Further, general liability and worker’s compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County’s failure to demand such certificate of insurance shall not act as waiver of Advanced Elevator Company’s obligation to maintain the insurance required under this Agreement. The insurance required under Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Advanced Elevator Company, nor be deemed as a limitation on Advanced Elevator Company’s liability to Kendall County in this Agreement.”

Advanced Elevator Company certifies that it, 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 violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys’ fees and court costs arising out of any action or claim to enforce the provisions of this Agreement. In awarding attorney fees, the Court shall not be bound by any Court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses and attorney fees paid or incurred in good faith.

Advanced Elevator Company shall remove from the vicinity of the work upon its
completion all surplus material or equipment belonging to Advanced Elevator Company or used under their direction within a reasonable time or as directed by Kendall County.

When applicable, Advanced Elevator Company shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure Employee Act, Safety Inspection and Education Act & “Right to Know” law, 820 ILCS 255/1 et seq., 820 ILCS 220/0.01 et seq.”

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

Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as mentioned (50 ILCS 505/1 et seq.)”

The County of Kendall and Advanced Elevator Company each hereby warrant and represent that their respective signatures set forth in the Agreement have been and are on the dated of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

Advanced Elevator Company understands and agrees that upon the dissolution of the Kendall County Public Building Commission, all duties, responsibilities or obligations of the Public Building Commission under this agreement shall then cease pursuant to the transfer of its properties ownership to Kendall County. All other terms of this agreement shall remain in full force and effect after the transfer and Kendall County shall then be the sole property owner contracted with.

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

Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail or courier service and received, in the case of notice to Customer, Attention: Kendall County Facilities Management Director, 804 W. John Street, Suite B, Yorkville, Illinois 60560, fax (630) 553-4204. And in the case of Advanced Elevator Company, 1585 Beverly Court, Unit 103, Aurora, Illinois 60502, fax (630) 375-9440.

Your acceptance of this Agreement at the terms, conditions, and price stated above, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

Your acceptance of this Agreement is a warranty of your authority to bind the ownership entity of the real estate upon which the equipment is located.

SUBMITTED FOR: ADVANCED ELEVATOR COMPANY

BY: [Signature]

DATE ACCEPTED: ________________ DATE APPROVED: ________________

County of Kendall FOR ADVANCED ELEVATOR
LEGAL NAME OR PURCHASER COMPANY, INC. An Illinois Corporation

BY: John Shaw By: Jerome T. Matty
TITLE: County Board Chairman TITLE: President

DATE ACCEPTED: ________________

BY: Jeff Wehrli

FOR: Kendall County Public Building Commission

TITLE: Public Building Commission Chairman
August 24, 2015

BUILDING: KENDALL COUNTY PUBLIC SAFETY BUILDING

ADVANCED ELEVATOR COMPANY proposes to furnish the material to perform the following work on One (1) Hydraulic Passenger elevators located at 1102 Cornell Lane Yorkville, IL.

The work will consist of the following:

We will furnish labor and material to install new piston and cylinder. The new cylinder will be constructed of heavy steel tubing, double bottom, and multi-pieces threaded male/female coupling that screw together insuring optimal alignment. The plunger is .195 wall thicknesses and is machined from seamless drawn over mandrel steel tubing. The plunger is also multi pieces threaded male/female couplings to prevent oil leaking from inside the unit. This replacement also includes new pit channels and buffers.

We will move the elevator to the top of the hoistway from it current location in the elevator pit, hanging the cab from chain falls to remove the piston from the elevator cab. We then will remove the existing pit channels and buffers and cut the concrete away from the cylinder. Then we will lift the cylinder from the hole. Both the piston and cylinder will be cut up and disposed of from the property by Advanced Elevator Company. Once the cylinder is removed, we will inspect to see if a casing was used during the original installation. If not, the owner will incur additional costs (see note below). We will remove spoils from the existing hole with a vacuum truck and install a new cylinder with a PVC sock and plug the cylinder. Install the new piston to bottom of the elevator platen plate; disconnect the elevator from the chain falls. Install the pit equipment, fill the tank with new oil and run the elevator, adjust for proper operation and conclude with a pressure test.

NOTE:
The above proposal is based on the cylinder being cased the full length of the existing hole and back filled with sand and a plum hole. If the hole is not cased or if the existing hole is not large enough to install new protection required by code or if the hole caves in
at that time and the cylinder cannot be installed due to these scenarios, it will be the owner's responsibility to pay all expenses to have the hole drilled and cased, on a time and material basis. The redrilling of the hole is based upon encountering soil free from and physical obstruction or hindrance below the surface of the ground including, but not limited to, rocks, boulders, wood, metal, pilings, water, quicksand, caves, foundations, tunnels, utilities, granite, overburden gravel or any other foreign material, while drilling the hole. Owner will provide Advanced Elevator Company with written authorization to utilize and required special excavation equipment and will compensate Advanced Elevator Company over and above the proposed price. The owner will be responsible for supplying adequate water and electricity for drilling the hole. An hourly rate, for the time and material, would be $475.00 per hour, until the hole is completed. If the hole is not cased and requires additional work, at time and material, that billing will be due at completion of the said work. Should Advanced Elevator Company determine that any currently unforeseen work must be done pursuant to this paragraph, then it shall provide a written quote to Kendall County for their review and approval prior to beginning such additional work.

ADVANCED ELEVATOR COMPANY Material has a life time guarantee. This price is good for sixty (60) days.

All work performed during regular working hours of the elevator trade and our men are to have uninterrupted use of the elevator, while performing this work.

Our price, including labor and material, is TWENTY NINE THOUSAND EIGHT HUNDRED SEVENTY SEVEN DOLLARS ($29,877.00) payable, as follows 50% down, remainder due at completion.

NOTE: VACUUM TRUCK IS INCLUDED IN CONTRACT PRICE.

SUBMITTED BY:

DATE ACCEPTED: _______________ DATE APPROVED: _______________

KENDALL COUNTY ADVANCED ELEVATOR COMPANY

BY: ___________________________ BY: ___________________________

TITLE: _________________________ TITLE: _________________________
KENDALL COUNTY PUBLIC BUILDING COMMISSION

DATE ACCEPTED: ________________

BY: ________________________________

FOR: Kendall County Public Building Commission

TITLE: Public Building Commission Chairman
ADDENDUM
Kendall County of Illinois, a unit of local government
Public Safety Building
1102 Cornell
August 24, 2015

Advanced Elevator Company shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless the County, including the County’s past, present and future board members, elected officials, insurers, employees and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages and expenses and costs relating thereto, including but not limited to attorneys’ fees and other legal expenses, which the County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the work to be performed by Advanced Elevator Company and its employees and agents retained to perform work on the elevators described herein, or arising in any manner out of Advanced Elevator Company’s performance or alleged failure to perform its obligations pursuant to this Agreement.

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

Advanced Elevator Company, 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 04 of the Federal Rehabilitation Act, and all applicable rules and regulations.
All services to be undertaken by Advanced Elevator Company shall be carried out by competent and properly trained personnel of Advanced Elevator Company to the highest standards and to the satisfaction of Customer. All services, materials and components shall conform to relevant manufacturers’ and equipment supplier’s specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

Advanced Elevator Company hereby acknowledges and agrees that it is an independent contractor and not an agent or employee of Kendall County. Advanced Elevator Company understands and agrees that it is solely responsible for paying all wages, benefits and any other compensation due and owing Advanced Elevator Company’s officers, employees and agents in the performance of services set forth in the Agreement. Advanced Elevator Company further understands and agrees that it is solely responsible for making all required payroll deductions and other wage withholdings pursuant to state and federal law for its officers, employees and/or agents who perform services as set forth in the Agreement. Advanced Elevator also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Advanced Elevator Company, officers, employees and agents. Advanced Elevator Company hereby waives any rights to recover damages from Kendall County and/or their respective board members, elected officials, employees, insurers, agents and assigns (hereinafter “Releasees”) for any injuries, liabilities, penalties, expenses (including attorney’s fees) and/or other damages sustained by Advanced Elevator Company’s officers, employees and/or agents while performing the services set forth in the Agreement. Advanced Elevator Company agrees it will defend, with counsel of Owner’s choosing, indemnify and hold harmless Releasees against any and all liability, loss, costs, damages and expenses (including attorney’s fees) which the Releasees may hereafter sustain, incur or be required to pay arising out of Advanced Elevator Company’s performance or failure to adequately perform its obligations pursuant to this Agreement.

For public security purposes, Advanced Elevator Company agrees that no one shall be assigned to perform work at Kendall County facilities on behalf of it, its consultants, contractors, subcontractors and their respective officers, employees, agents and assigns unless Advanced Elevator Company has completed a criminal background investigation for each individual performing work at the site. In the event that the individual’s criminal background investigation reveals that the individual had a conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Advanced Elevator Company agrees that the individual shall not be assigned to perform work on or at the Project absent prior written consent from Kendall County (Owner). Kendall County, at any time, for any reason and in Kendall County’s sole discretion, may require Advanced Elevator Company’s Consultants and/or subcontractors to remove any individual from preforming any further work under this agreement. Should Owner have a complaint regarding the performance of the services or the behavior of any individual performing services under this Agreement, or should Owner request a change in the manner in which services are being performed pursuant to this
Agreement, Owner shall transmit the same to Advanced Elevator Company’s on-site foreman and/or to any other member of its management, who shall take immediate action and shall resolve the problem to Owner’s satisfaction. Advanced Elevator Company’s failure to take immediate action and/or to resolve the problem to the Owner’s satisfaction may result in a material breach of the Agreement.

This Agreement calls for the construction/maintenance of a “public work” within the meaning of the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act"). The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing services on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labors’ website at: http://www.state.il.us/agency/idol/rates/rates.html.
All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and recordkeeping duties.

If at the time the Agreement for this Project is executed, or if during the term of the Agreement, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Worker’s on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Advanced Elevator Company and its consultants agree to employ Illinois laborers on the Project in accordance with the Act. Advanced Elevator Company understands that the 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 least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Advanced Elevator Company understands and agrees that its failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

Advanced Elevator Company and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.

Advanced Elevator Company will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth below. Before starting work hereunder, Advanced Elevator Company shall deposit with Kendall County certificates evidencing the insurance it is to provide hereunder: (a) Workers Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (b) Employers comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 per
occurrence and $2,000,000 aggregate (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit (d) Minimum umbrella occurrence insurance of $5,000,000 per occurrence and $5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of $1,000,000.00 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to general liability, business auto liability and excess liability insurance. Further, general liability and worker’s compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County shall also be designated as the certificate holder. Kendall County’s failure to demand such certificate of insurance shall not act as waiver of Advanced Elevator Company’s obligation to maintain the insurance required under this Agreement. The insurance required under Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Advanced Elevator Company, nor be deemed as a limitation on Advanced Elevator Company’s liability to Kendall County in this Agreement.

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

Neither party shall assign, sublet, sell or transfer its interest in this Agreement without the prior written consent of the other.

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail or courier service and received, in the case of notice to Customer, Attention: Kendall County Facilities Management Director, 804 W. John Street, Suite B, Yorkville, Illinois 60560, fax (630) 553-4204. And in the case of Advanced Elevator Company, 1585 Beverly Court, Unit 103, Aurora, Illinois 60502, fax (630) 375-9440.

Your acceptance of this Agreement at the terms, conditions, and price stated above, shall constitute the contract between us, and all prior representations or agreements not incorporated herein are superseded.

Your acceptance of this Agreement is a warranty of your authority to bind the ownership entity of the real estate upon which the equipment is located.

Advanced Elevator Company certifies that it, its parent companies, subsidiaries, and affiliates are not barred from entering into this agreement as a result of a violation of either 720ILCS 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).
In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court cost arising out of any action or claim to enforce the provisions of the Agreement. In awarding attorney fees, the Court shall not be bound by any court fee schedule, but shall in the interest of justice, award the full amount of costs, expenses, and attorney fees paid or incurred in good faith.

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When applicable, Advanced Elevator Company shall furnish Material Safety Data Sheets for their products, in compliance with the Illinois Toxic Substance Disclosure to Employee Act, Safety Inspection and Education Act & “Right to know” law, 820 ILCS 255/et seq.,820ILCS 220/.01 et seq. and ILCS 225/0.1 et seq.

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

Payment shall be made in accordance with the Illinois local Government Prompt Payment Act. As amended (50ILCS 505/1 et seq.)

The County of Kendall and Advanced Elevator Company each hereby warrant and represent that their respective signatures set forth in the Agreement 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.

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

Advanced Elevator Company understands and agrees that upon the dissolution of the Kendall County Public Building Commission, all duties, responsibilities or obligations of the Public Building Commission under this agreement shall then cease pursuant to the
transfer of its properties ownership to Kendall County. All other terms of this agreement shall remain in full force and effect after the transfer and Kendall County shall then be the sole property owner contracted with.
# Maintenance Agreement

## Customer Information

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Tax Exempt Customer: □ Yes □ No

PO Required: □ Yes □ No

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## Coverage / Billing Options

**Coverage Options:**
- MFP
- Wide Format

**Billing Options:**
- Initial Term in Months:
  - 36
  - 48
  - 60
  - Other

**Flat Rate Frequency:**
- Monthly
- Quarterly
- Annually

**Meter Frequency:**
- Monthly
- Quarterly
- Annually

**Aggregate Volume:**
- B/W
- Color

**Effective Date:**
- On Install
- Selected by KMBS
- Preferred Day:

**Billing Day:**
- Other

- 29th
- 30th
- 31st

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

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## Maintenance Pricing

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**Comments**

MAINTENANCE TERMS IS LESS THAN 36 MONTHS, REQUIRE APPROVAL OF THE RVP SERVICE.

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

## For Internal Use

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Form: 1011-090115-OS

KONICA MINOLTA BUSINESS SOLUTIONS U.S.A., INC.

100 Williams Drive, Ramsey, NJ 07446 (201) 625-4000 www.kmbx.konicaminolta.us
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Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 7:02 p.m.

Committee Members Present: Bob Davidson, Elizabeth Flowers, Scott Gryder, Matthew Prochaska, John Purcell

Others Present: Latreese Caldwell, Undersheriff Harold Martin, RaeAnn VanGundy, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Gryder to forward the approval of claims in an amount not to exceed $330,615.27, second to the motion by Member Prochaska. With all members in agreement, the motion carried.

Department Heads and Elected Official Reports

Undersheriff Harold Martin, Sheriff’s Office – No report

RaeAnn VanGundy, Health Department – Ms. VanGundy answered questions about the Health Department Press Conference being held in the WIC classroom of the Health Department on Monday, September 14, 2015 at 1:00 p.m. to discuss the “Impacts of the State Budget Crisis on the Future of your Local Community Services”. The committee questioned why the County Board was not made aware of the event earlier, and stated that they do not want any employee, office or department holding press conferences about how they are impacted by a potential state budget, without prior discussion/review/approval by the County Board. Ms. VanGundy said that the committee will have more of an idea of how the crisis will impact the Health Department, at the Budget Presentations on Friday, and that she would inform Dr. Tokars of the County board members concerns.

Items from Other Committees - None

Items of Business

FY2016 Budget – Latreese Caldwell provided the preliminary projection for the FY2015 year-end, which shows an approximate $750,000 deficit. Ms. Caldwell said we are trending down in the expenditures of staffing turnover and attrition, which decreases personnel and health care costs.

Jeff Wilkins informed the committee of the insurance predictions for FY2016.

The committee continued discussions on the budget deficit, possible ways to reduce the deficit, and the budget presentations scheduled for Friday.
➢ **Courthouse & Jail Security System Funding** - Item tabled to a future meeting

➢ **Hiring Freeze Discussion** - Item tabled to a future meeting

➢ **Staffing** - Item tabled to a future meeting

**Old Business** – None

**Public Comment** – None

**Questions from the Media** – None

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

**Executive Session** – None needed

**Action Items for County Board**

➢ Approval of claims in an amount not to exceed $330,615.27

**Adjournment** – Member Davidson made a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder.  *The meeting adjourned at 8:13p.m.*

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk
MEETING MINUTES

1. Call to Order: Chair John Purcell called the meeting to order at 12:00 p.m.

2. Members Present: Elizabeth Flowers, Matthew Prochaska, Scott Gryder, John Purcell, Bob Davidson

3. Members Absent:

   Others Present: Latreese Caldwell, Bob Jones, Jeff Wilkins

4. Budget: Latreese Caldwell alerted the committee to the new deficit and the levy calculations, and any changes made by the Finance Committee from the August 28, 2015 Budget Presentation. Mr. Purcell stated that the county was informed that the health care insurance is estimated to increase 24 percent for FY2016, primarily due to increased usage, some extremely large claims, some ongoing long-term claims and an aging workforce.

5. Review of Budgets:

   Chris Mehochko, Regional Office of Education – Mr. Mehochko reviewed the Kendall County portion of their budget, and stated that their budget has already gone through the budget process with Grundy County. Mr. Mehochko said the primary change to his budget would be a one-time $500 increase to the three county support staff in FY2016. There would be no increase for them in FY2017. Mr. Mehochko said that they have decreased their budget each year and that technology has assisted in a decrease in postage, paper copies, etc.

   Member Flowers arrived at 12:32 p.m.

   Eric Weis, State’s Attorney’s Office – Mr. Weis reviewed his office budget and said that there was an increase in the trials and hearings. Mr. Weis said that there are currently two cases pending that will probably require significant expenditures if they go to trial, partially explaining the increase in that line item. Mr. Weis said that there is also potential for seventeen additional trials of the victims from the sexual assault case. Mr. Weis reported that he increased salaries by 2.5 percent, and explained his reasoning for the proposed increase for non-union employees. Mr. Weis also explained the reasons for stipend increases to his employees, which includes increased court calls, trials and caseloads.
Fran Klaas, Highway Department – Mr. Klaas provided a summary of the property tax funds for the last six years, and said they are not asking for an increase in that levy. Mr. Klaas said that they are proposing to purchase another dump truck to allow them eight plow routes due to the increased four lane roads and lanes, so they can operate more effectively. He said they propose paying $75,000 to the building fund, and using the other $25,000 for the purchase. This will allow for eight snow routes and nine trucks. He said would use more temporary help, and that there shouldn’t be a big impact on their operational costs.

Debbie Gillette, County Clerk/Recorder/Voter Registration Offices – Ms. Gillette reported that there is an increase in her election cost budget due to two presidential elections in 2016, mandated changes requiring registration of citizens at the polling place on election day, and satellite service at polling places to allow live record updating, and extra judges at each site due to the additional machines and set-up.

Ms. Gillette said that her publications budget has increased due to the new ownership of the Kendall County Now newspaper, and their increased pricing for legal advertisements.

Ms. Gillette stated that the 3 percent increase in salaries is for her union employees.

Dr. Amaal Tokars, Health Department – Dr. John Palmer, Board of Health Finance Chairman, stated that the Health Department provides many services to county residents, and that the number of FTE’s has remained flat although the county population has increased to 120,000. Dr. Palmer said that the Health Department has not hired additional personnel, but continues to cross train employees and continue to provide all services to the citizens. Dr. Palmer said that budget cuts have caused a $690,000 decrease in the Health Department budget, which causes a crisis to the county residents that utilize services such as LIHEAP, weatherization services, etc. Dr Palmer said that to balance their $3.7 million budget they have had to withdraw from their reserves by $300,000.

Dr. Tokars reviewed the mission of the County Health Department for the committee. Dr. Tokars stated that committee members and partners are a large part of their work. She said that when they met with the Health Board Finance Committee to discuss the budget presentations, there were several points they wanted to convey to the committee:

- The Health Department has very rigorous attrition strategies that they employ throughout the year on a regular basis, which permitted them to have the access of 6 months in reserve that they could use as revenue in their budget

- They have employed efficiency efforts that have essentially kept their FTE’s over the last decade rather flat.
- They do have staff raises in the budget of individual staff that are making less than $50,000 have a 4 percent raise, and others have a 3 percent raise. New Hire raises are deferred.

- They are interested in serving the health and well being of the community through their programs and services by having excellent services, they want people to be treated beautifully and they want their employees to be treated beautifully, and be an excellent employer as well. They have very aggressive attrition planning in this year’s budget.

- Health Departments have generally been set to run on the county public health levy, and they have gone to great efforts to bring in other kinds of revenue to subsidize that levy, which has assisted the county in keeping that levy flat for many years.

RaeAnn VanGundy reviewed the property tax line item, the senior citizen’s fund, a new grant for climate change, the bio terrorism grant, and contractual services. Ms. VanGundy stated that the overall increase for salaries is 1.16 percent, although some are projected at 3 to 4 percent.

Dr. Tokars explained that there grants that they have been notified they will receive, and some they continue to fight to obtain.

Discussion followed on WIC supplemental nutrition grant, the direct client assistance line item, the increase in fees for well, septic, restaurant, and the continued growth in this area.

Gloria Mathewson, 708 Mental Health Board – Gloria Mathewson distributed handouts relating to their budget, and reviewed their list of funding request, gave a brief description of the services offered by the agencies they are funding, and their annual plan. Ms. Mathewson said they focus on assistance to mental health, and developmental chemical substance use or abuse and developmental disabilities, to be more compliant with state statutes. Ms. Mathewson said that fewer agencies applied for assistance this year.

Steve Barrett, Veterans Assistance Commission – Mr. Barrett reported that between the three full-time staff members, they have 30 years combined military service, and serve 7300 Kendall County veterans, but only 1600 that have utilized the services of the Kendall County Veterans Assistance Commission. To date, they have transported 558 veterans to medical facilities, their assistance program has provided shelter, food and utility assistance to an average 19 family members each month. Mr. Barrett said that the decrease in food assistance is due to more veterans being approved to receive the State LINK assistance.
Since 2002, the office 614 VA compensation and pension claims, and as a result of these claims, Kendall County Veterans are receiving 5.7 million dollars in spendable income each year, between pension and compensation. For 2015 they have closed 56 claims this year, and have 34 currently in progress.

Mr. Barrett reported that the VAC Board approved their 2016 budget of $405,000, a total increase of $1,211, which is .3 percent. Additionally they have removed all of their previously forecasted 5 year capital expense items. Mr. Barrett plans to apply for an IDOT grant in the Spring of 2016 to replace their other vehicle.

Mr. Barrett said that because of the new law, they had 184 people that came to the American Legion on September 10, 2015 and converted their regular driver’s license to the new license that now lists them as a Veteran.

Andrew Smith, CASA - Mr. Smith, CASA Kendall County President reviewed a brief history of CASA, and the Kendall County history. Mr. Smith said in 2013, there was a national CASA mandate that stated that if a CASA has more than 30 advocates or more than 50 children, they needed a full-time advocate supervisor. Mr. Smith said they hired a part-time Advocate supervisor, and had a part-time executive director in place, but in an effort to meet the budget shortfall, they recently let their executive director go, which trims the overhead by about 50 percent. According to national guidelines, they must have an advocate supervisor, but are not required to have an executive director. Mr. Smith said that the advocate supervisor, board members and volunteers will assume some of the executive director responsibilities.

Mr. Smith said that for the first time in 17 years, it has been recommended that they do not accept all cases that come through the juvenile court system. He reported that CASA currently has 29 active advocates, and 5 advocates waiting to be assigned cases. They serve 41 families, and a total of 65 children. Mr. Smith said their goal is to provide 100 percent coverage for all children, but their current financial situation will no longer sustain that goal.

Mr. Smith said that every surrounding county around Kendall receives annual support from their County. Mr. Smith said that they continue to solicit for funds from outside sources, and host annual fundraisers. They have raised approximately $9500 in the annual sustainability fundraiser. Mr. Smith said that they continue to host the sustainability event each year, and have a softball tournament schedule this year, and have several new fundraisers planned for early in 2016.

Ken Toftoy, Coroner’s Office – Coroner Toftoy said that his budget has basically remained unchanged.

Scott Koeppel, Technology Services – Mr. Koeppel said that Mr., Laken prepared this current budget. Mr. Koeppel reviewed the proposed budget for Technology Services, and highlighted the computer maintenance software and computer
maintenance hardware line items that are increased by approximately 80 percent. Mr. Koeppel said that there are three projects that he would consider capital projects, and not an annual expense. Mr. Koeppel explained that the 20 licenses of Questica were at no cost for the first year, but that we will now have to pay for those licenses. The second is for 400 total licenses for Microsoft Office replacement in 2016. Mr. Koeppel said that the county is currently using Microsoft 2007, which will be obsolete in October 2017. Mr. Koeppel said that there is a considerable amount of time needed to install Microsoft 2016. The cycle for the county has been replacement every 10 years, and that they buy licenses that are transferable. There will be several issues if we keep 2007 for too long, one is that we upgraded our email, and it doesn’t work well with older versions of Microsoft, and the second is that there are not many options for fixing those problems. Mr. Koeppel said there are also issues of security if we continue using Microsoft 2007.

The other item under special projects is the 10 gig fiber for the campus which allows connection of all of the buildings at a faster speed at the government center. This is a future proofing effort to speed up the software at the courthouse. Mr. Koeppel said there are issues with slow speed with email and other applications at the courthouse. Mr. Koeppel said this project can be done in phases.

Discussion on the need for computer workstation replacement, the New World system for the Sheriff’s Office, and the tower at the Public Safety Center.

Mr. Koeppel reviewed the IT salaries, and stated that there has been a decrease in salaries due to the replacements of the IT Director and previous PC Technician at lower salaries. Mr. Koeppel explained that Ryan Shain has taken on more responsibility as the lead PC Technician, and has gone above and beyond what his position was previously, and that this was the reasoning given by Stan Laken and also observed by Mr. Koeppel for that requested salary increase.

**GIS/Mapping** - Mr. Koeppel also reviewed the GIS/Mapping budget and said the primary reason for the increase was due to the proposed aerial flight. Mr. Koeppel met with Andy Nicoletti, Chief Assessment Officer, and Don Clayton, GIS Coordinator, regarding the aerial flights, and said that Mr. Nicoletti felt that there has been enough new construction that would warrant new aerials.

**Jeff Wilkins, Animal Control** – Mr. Wilkins said that they recently had a large deposit of $18,000, and that he will reevaluate the budget after new staff has selected health care coverage. He said the budget does show a $15,000 transfer for building, and that the biggest increase is the transfer to the General Fund for health insurance.

**County Board** – Mr. Wilkins reviewed the budget, and said there are minimal changes. Mr. Wilkins said there is a proposed increase in the miscellaneous line item, an increase in the mileage line item, and a decrease in the per diem line item.
6. **Other Business** - none

7. **Public Comment** - none

8. **Executive Session** – none needed

9. **Adjournment** – Member Prochaska made a motion to adjourn the Budget Presentation, second by Member Gryder. *With all in agreement, the meeting adjourned at 4:41 p.m.*

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, September 24, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:34p.m.

Committee Members Present: John Purcell, Bob Davidson, Elizabeth Flowers, Matthew Prochaska, Scott Gryder (arrived 5:40pm)

Staff Present: Jeff Wilkins, Latreese Caldwell, Undersheriff Harold Martin, RaeAnn VanGundy, Julie Hanna

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Davidson to forward approval of claims in amount not to exceed $870,284.81 and approval of Grand Juror claims in amount not to exceed $800.00, second to the motion by Member Prochaska. With all members in agreement, the motion carried 5-0.

Items of Business

Grievance Arbitration Invoice

Mr. Wilkins explained the Sheriff’s Office forwarded an invoice from Planet Depos for a recent arbitration hearing and transcripts in the amount of $1,643.33. In previous years, the Administration budget included dollars in a line item to pay arbitration expenses as needed. However, during the budget process a few years ago, the line item was reduced to zero. Mr. Wilkins requested approval of payment for the grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations). He also requested Approval of a budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations) to cover the expense. The auditors have suggested such a budget transfer process whenever, the Board approves budget transfers between line items within the same fund.

FY2016 Budget

Mr. Wilkins presented and answered questions regarding the budgets for Administrative Services, Economic Development and Planning, Building and Zoning.

The committee reviewed the FY 2016 budget proposals, capital requests, levies, year-end projections, fund balances and fund balance policy.

Committee consensus was to schedule a special committee meeting on September 29 at 5:30pm
Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Executive Session – None

Action Items for County Board

➢ Approval of claims in amount not to exceed $870,284.81
➢ Approval of Grand Juror claims in amount not to exceed $800.00
➢ Approve payment of grievance arbitration invoice to Planet Depos in amount of $1,643.33 from line item 01-02-030-6320 (Administrative Services – Labor Negotiations)
➢ Approve budget transfer of $1,643.33 from General Fund line item 01-02-037-6999 (contingency) to General Fund line item 01-02-030-6320 (Administrative Services – Labor Negotiations)

Adjournment – Member Gryder made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. The meeting adjourned at 6:44p.m.

Respectfully submitted,

Jeff Wilkins
County Administrator
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
SPECIAL MEETING
Meeting Minutes for Thursday, September 29, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:40 p.m.

Committee Members Present: John Purcell, Robert Davidson, Matthew Prochaska, Scott Gryder (arrived at 6:10)

Others Present: Sheriff Dwight Baird, Representative John Anthony, Jeff Wilkins

Claims Review and Approval - None

Department Heads and Elected Official Reports - None

Items from Other Committees
Bob Davidson, Facilities Management Chair – DewBerry Company would like a contact person from the County Board to be listed in the engineering and design contract for courthouse and jail security system. The contract will be reviewed in October 2015.

Items of Business

FY2016 Budget – Latreese Caldwell provided the preliminary projection for the FY15 year-end, which shows an approximate $750,000 deficit. Ms. Caldwell said the approximate FY15 ending balance would be $14.8M and expected expenditures would be $25.8M, equating to 6.9 fund balance months. The estimated FY16 beginning balance is $14.8M and expenditures of $29.8M equates to a 4.1 month fund balance, given the current $4.56M deficit. To bring the FY16 fund balance up to the 6 month fund balance level the deficit would have to be cut by $3M. To bring the FY16 fund balance up to the 7 month fund balance level, the deficit would have to be cut by $4.56M.

Jeff Wilkins read fund general fund balance policy, “If the projected unrestricted Fund Balance Reserve is not sufficient to cover six (6) months or 50% of the projected fiscal year budget appropriated expenditures including expenses for operations and transfers-out of General Fund to debt service funds, capital funds, and reserve funds, the Kendall County Board will reduce expenditures and appropriations and/or request revenue transfers-in from other funds to increase the projected unrestricted Fund Balance Reserve for the General Fund to six (6) months or 50% of appropriated expenditures.”

Bob Davidson would like have no more than a $1.5M deficit and would like to cut $3.1M.
Matt Prochaska would like to be closer to 7 months than 6. He stated he doesn’t know what the state will do with LGDF fund.

John Purcell would like to be between 6 and 7 months fund balance.

Scott Gryder would like a balanced budget.

The committee continued discussions on the budget deficit and possible ways to reduce the deficit, including looking at the health insurance, looking at refinancing the bonds, keeping salaries flat, looking at revenues, looking at transfers in from other funds including transferring an additional $75,000 from the Public Safety Sales Tax, reducing the new hire request and a possible hiring freeze.

Matt Prochaska would like to look at which positions in Health and Human Services are required and which are grant funded.

**Other Business**
The Health department will pay for the Health Department’s employees. Kendall County will pay for its employee’s flu shots for FY15.

Latreese Caldwell stated the twenty (20) Loaned User Licenses for the Questica Budget system will soon expire and asked to have the approval for the purchase of 20 permanent licenses at a cost of $20,000 be sent to the County Board for approval.

**Public Comment** – None

**Questions from the Media** – None

**Action Items for County Board**

- Approval of 20 additional Questica Budget Operating License Seats for Kendall County Users

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

**Executive Session** – None needed

**Adjournment** – Member Prochaska a motion to adjourn the Budget and Finance Committee meeting, second by Member Gryder.  **The meeting adjourned at 8:40p.m.**

Respectfully submitted,

Latreese Caldwell
Budget Coordinator/Recording Clerk
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Pricing Notes

Quotation ID#: 21-Sept-2015
Pricing valid through: Oct 1st, 2015

- Above pricing in US dollars
- Applicable Tax Extra
- Terms of Payment:
  - Software:
    - 100% upon Contract Effective Date (Net 30)
  - Annual Maintenance & Support:
    - 100% upon Contract signing (Net 30)
- Annual Maintenance and Support to be prorated to original contract effective date (26-May-2014)
Quotation General Terms and Conditions

Quotation ID: 21-Sept-2015

General Terms and Information:

Terms of Service: The services and any related software are provided under the License and Service Agreement which is hereby deemed to be fully incorporated into this quotation, whether or not attached hereto. By executing this quotation below, Customer acknowledges a) having been provided a copy of the License and Service Agreement as Exhibit A to this quotation, and b) having read the License and Service Agreement and Agrees to all its terms. Terms, provisions, or conditions on any purchase order, acknowledgement, or other business form or writing that Customer may use in connection with the provision of Services (or software) by Questica will have no effect on the rights, duties, or obligations of the parties hereunder, regardless of any failure of Questica to object to such terms, provisions, or conditions.

Taxes: The pricing on this quotation is exclusive of all sales, use or other taxes, customs duties and similar levies, if any, payable in or to any jurisdiction or authority whatsoever. Such taxes (other than the taxes on the net income of Questica) shall be the responsibility of the Customer.

Payment: Payment is required in the currency quoted. Unless detailed otherwise in this quotation, Terms are Net-30 days from the later of a) the date of receipt of invoice, or b) the invoice date.

Maintenance and Support: This quotation may include Annual Product Maintenance and Support. Its cost is calculated as 23% of the current cost of licensed software, prior to discounts. This service (as detailed in the attached License and Service Agreement) is purchased on an annual basis from the date the software is purchased. If payment of the annual fee is not received by Questica before the first business day of the next additional year, Questica's obligation to provide the maintenance and support services shall be terminated. Questica may, in its sole discretion, increase the Annual Product Maintenance Fee upon 30 days prior written notice. If may elect not to increase its maintenance and support rate in any year, however no such waiver shall preclude Questica from applying the escalation to any subsequent year or part of a year, and from making the subsequent application as if all subsequent escalation had been duly made over the period since the last increase.

Acceptance of Custom Work: This quotation may include the development of Product Customization, Custom Reporting or Data import services as detailed in an attached Scope of Work. Within fifteen (15) business days from the delivery of each individual Custom Work, the Customer/Licensee shall, in its sole discretion, review the Product Customization and notify Questica whether it finds the Customizations satisfactory or unsatisfactory. If its determined that the Customizations are unsatisfactory, then it shall state in writing the reasons for its determination, including identifying any nonconformance with the Licensee's specifications or expectations. Questica will promptly correct the deficiencies and reinstall the Customizations, and the approval procedure shall be reapplied until Licensee finally declares the Customizations satisfactory. In the absence of a written response within 15 Business Days after the delivery of the Customizations or once the Licensee has declared the Customizations satisfactory, the Customizations shall be considered 'Accepted'.

Consulting, Training or Implementation Time Invoicing: Only activities approved in an approved Scope of Work shall be invoiced. A mutually determined change control mechanism will be used to accommodate modifications to the Scope of Work.

Travel Costs: Unless noted otherwise, this quotation does include any travel, lodging, or on-site expenses. If such travel is required and subsequently authorized, Questica's standard travel and per diem rates shall apply. Air Travel, Rental Car (with associated fuel and parking costs), and Lodging costs shall reimbursed at cost. Questica is not responsible for unpredictable (including Commercial Airline Travel) delays which may increase travel cost.
Acceptance

Quote ID#: 21-Sept-2015

Authorized Signature: ____________________________

Authorized Name: ________________________________

Organization Name: ______________________________

Date: ____________________

Upon accepting this offer, please scan and email, or fax back all pages of the signed quotation and include an authorized purchase order. Fax number: 1-866-520-8514.

QUESTICA, INC.

Authorized Signature: ____________________________

Authorized Name: ________________________________

Organization Name: Questica, Inc. ____________________

Date: ____________________

Turning Objectives into Outcomes
## INVOICE

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<th>Invoice No.</th>
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**Job Data**

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**Case Name**

Grievance Arbitration of Levy, In Re

**Payment Terms**

Due upon receipt

### ORIGINAL TRANSCRIPT WITH INDEX OF:

- Arbitration Hearing
- Processing Fee
- Shipping & Handling
- (1/2) Arbitrator's Copy & Attendance Fee
- Arbitrator's Transcript
- Attendance

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**TOTAL DUE >>>** $1,643.33

***Costs for arbitrator's copy and reporter's attendance split evenly amongst both parties, this invoice represents your firm's portion.***

Due upon receipt and is not contingent on client payment.

For your convenience we now accept payments via wire transfer.

**Account Number:** 1048289  
**Wire Routing Number:** 055003528

We accept all major credit cards, subject to a 3% fee.

For billing questions, please email billing@planetdepos.com or call 888.433.3767. Invoice disputes must be brought to our attention within 30 days of receipt. Thank you for your business.

---

**Tax ID:** 26-3280557

---

**Please detach bottom portion and return with payment.**

---

**Leslie Johnson, Esquire**

Assistant State's Attorney - Kendall County, Illinois

807 John Street

Yorkville, IL 60560

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**Invoice No.:** 111280  
**Invoice Date:** 9/9/2015  
**Total Due:** $1,643.33

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**Remit To:** Planet Depos, LLC  
405 East Gandhi Drive  
Suite 208  
Rockville, MD 20850

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**Job No.:** 89864  
**BU ID:** 35-Chi-R  
**Case No.:**  
**Case Name:** Grievance Arbitration of Levy, In Re
KENDALL COUNTY
ANIMAL CONTROL

Wednesday, September 16, 2015 at 4:00PM
County Office Building
County Board Rooms 209-210
111 W. Fox Street; Yorkville IL

MEETING MINUTES

Call to Order – The meeting was called to order by Committee Chair Jeff Wehrli at 4:00p.m.

Roll Call
Committee Members Present: Lynn Cullick - here, Jeff Wehrli - here, Matthew Prochaska - here, John A. Shaw - yes. Chair Jeff Wehrli asked County Board Chair John Shaw to sit in on the committee meeting to ensure that a quorum was present. A quorum was established to conduct committee business.

Committee Members Absent: Elizabeth Flowers, John Purcell

Others present: Dr. Gary Schlapp, Jeff Wilkins

Michael Mulvaney arrived at 4:08p.m.; State’s Attorney Eric Weis arrived at 4:10p.m.

Approval of Agenda – Motion made by Member Prochaska to approve the agenda, second by Member Cullick. With all in agreement, the motion carried.

Approval of Minutes – Member Cullick made a motion to approve the August 19, 2015 meeting minutes, second by Member Prochaska. With all in agreement, the motion carried.

New Business

Authorize reissuance of Animal Control Credit Card with $1500 limit – Jeff Wilkins asked that a credit card be reissued for the Animal Control department.

Roll Call: Member Prochaska – aye, Member Cullick – yes, Member Shaw – aye, Member Wehrli – yes. With all in agreement, the motion carried. Mr. Wilkins will contact the Treasurer to arrange for the credit card to be issued.

Operations Report – Jeff Wilkins informed the committee that three part-time staff have recently been hired. Mr. Wilkins also reviewed the operations and financial reports with the committee.
Census Report – Michael Mulvaney reviewed the July and August census and bite/euthanasia reports with the committee.

**DOGS**

<table>
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<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER TO DATE</th>
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<tbody>
<tr>
<td>Intakes:</td>
<td>32</td>
<td>28</td>
<td>5</td>
</tr>
<tr>
<td>Adopted:</td>
<td>5</td>
<td>6</td>
<td>3</td>
</tr>
<tr>
<td>Reclaimed:</td>
<td>19</td>
<td>17</td>
<td>2</td>
</tr>
<tr>
<td>Euthanized:</td>
<td>1(behavioral)</td>
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<td>1 (behavioral)</td>
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</table>

**CATS**

<table>
<thead>
<tr>
<th></th>
<th>JULY</th>
<th>AUGUST</th>
<th>SEPTEMBER TO DATE</th>
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</thead>
<tbody>
<tr>
<td>Intakes:</td>
<td>6</td>
<td>10</td>
<td>5</td>
</tr>
<tr>
<td>Adopted:</td>
<td>2</td>
<td>3</td>
<td>1</td>
</tr>
<tr>
<td>Reclaimed:</td>
<td>1</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Euthanized:</td>
<td>1 (behavioral)</td>
<td>1 (behavioral)</td>
<td>0</td>
</tr>
</tbody>
</table>

**Bite Report**

July - 29 Total: 25 Dogs 3 Cats 1 Prairie Dog
August - 17 Total: 15 Dogs 2 Cats

**Visitors**

July: 86  August: 130  September to Date: 47

**UPCOMING EVENTS**

9/21/2015  Monthly Staff Meeting
9/29/2015  Volunteer Orientation

**Items for the County Board** – None

**Public Comment** – None

**Executive Session** – Member Cullick for the purpose of 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 5 ILCS 120/2 (c) (1), second by Member Prochaska.

**Roll Call** – Member Wehrli - yes, Member Prochaska – aye, Member Cullick – yes, Member Shaw – aye. **With all present in agreement, the committee entered into Executive Session 4:28pm.**

**Committee Members Absent:** Elizabeth Flowers, John Purcell

**Others Present:** Dr. Gary Schlapp, State’s Attorney Eric Weis, Jeff Wilkins
Member Cullick made a motion to reconvene into open session, second by Member Prochaska. **With all in agreement, the meeting reconvened in open session at 5:09p.m.**

**Adjournment** – Member Prochaska made a motion to adjourn the meeting, second to the motion by Member Shaw. **With all in agreement, the meeting was adjourned at 5:11p.m.**

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
CALL TO ORDER
The meeting was called to order by Chair Judy Gilmour at 9:00a.m.

ROLL CALL
Committee Members Present: Matthew Prochaska - here, Dan Koukol – here, Judy Gilmour – here

Member John Purcell arrived at 9:04a.m.

Committee Members Absent: Elizabeth Flowers

Others Present: Dr. Amaal Tokars, KC Health Department Executive Director, Steve Curatti, Kendall County Health Department Program Administrator, Glenn Campos, Human Resources Coordinator

APPROVAL OF AGENDA – Member Prochaska made a motion to approve the agenda, seconded by Member Koukol. With all in agreement, the motion passed.

APPROVAL OF MEETING MINUTES – Member Prochaska made a motion to approve the July 20, 2015 meeting minutes, second by Member Koukol. With all in agreement, the motion passed.

STATUS REPORTS

☐ Health Department – Steve Curatti, Health Department Program Administrator, reviewed the 2015 West Nile Surveillance Update including the number of mosquito test traps set in Kendall County, the number of tests run on mosquitoes, the positive results of the testing, other animals testing positively for West Nile disease, prevention for people, property and pets, the kinds of diseases carried by mosquitoes, as well as ticks and the symptoms and prevention of lyme disease.

Dr. Tokars emphasized the importance of continuing to monitor the relationship between the environment and the diseases that might result from elements in the environment.

☐ Soil & Water – Dan Koukol reported that the Soil & Water District continues to work diligently on their budget due to various state cuts, and that they do not plan to replace the administrative assistant position that is currently vacant. Mr. Koukol
stated that more citizens are utilizing the district services, due to more familiarity of the district and what they offer to local citizens, schools, farmers, municipalities and the county zoning office.

☐ Water Related Groups – No report

☐ Other Reports – Human Resources: Wellness Update – Glenn Campos provided information on the upcoming wellness screenings being held on Thursday, September 24, and Friday, September 25, 2015 at the County Health Department.

OLD BUSINESS – None

NEW BUSINESSES - None

PUBLIC COMMENT – None

ACTION ITEMS – None

EXECUTIVE SESSION – None Needed

ADJOURNMENT- Member Prochaska made a motion to adjourn the meeting, Member Purcell seconded the motion. With all in agreement, the meeting was adjourned at 9:58a.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Call to Order
The Committee of the Whole was called to order by County Board Chair John A. Shaw at 4:00p.m.

Roll Call

Board Members Present: Jeff Wehrli - here, Scott Gryder – here, Bob Davidson - yes, Judy Gilmour - here, John Shaw - aye, Dan Koukol – aye, Matthew Prochaska – aye

Member Purcell arrived at 4:04p.m.; Member Cullick arrived at 4:12p.m. and Member Flowers arrived at 5:20p.m.

Others Present: David Berault, Leslie Johnson, Joe Loloves (Kane County State’s Attorney’s Office), Jim Pajauskas (CBIZ), Joe Roberts (1st Insurance Group), Rich Ryan (Wine Sergi), Bill Spring (IPMG), Kathy Watson (Kane County State’s Attorney’s Office), Eric Weis and Jeff Wilkins

Executive Session - Member Davidson made a motion to enter into Executive Session for the purpose of 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, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting 5 ILCS 120/2 (c) (11), second by Member Gryder.

Roll Call: Member Gryder – yes, Member Davidson - yes, Member Gilmour - yes, Chairman Shaw - aye, Member Koukol – yes, Member Prochaska – aye, Member Wehrli – yes. With all in agreement, the committee entered into Executive Session at 4:02p.m.

State’s Attorney Eric Weis, Assistant State’s Attorney’s Leslie Johnson and David Berault excused themselves from this portion of the Committee of the Whole meeting.

Others Present: Joe Lolves, Kathy Watson, Jeff Wilkins

Member Wehrli made a motion to reconvene into Open Session, second by Member Gryder. With all in agreement the committee reconvened in Open Session at 4:27p.m.

Items of Business

Kendall/Kane Juvenile Detention Inter-Governmental Agreement – Member Prochaska reviewed the agreement for the committee and stated this is a renewal of an existing contract between the two counties. Member Prochaska made a motion to forward to the County Board, second by Member Cullick.
Roll Call: Member Purcell – yes, Member Gryder – yes, Member Prochaska – aye, Member Cullick – yes, Member Wehrli - yes, Chairman Shaw - aye, Member Davidson – yes, Member Gilmour – yes, Member Koukol – yes  Motion carried.

- **Insurance Discussion** – Member Cullick reported there was discussion at the last Admin HR committee meeting regarding insurance self-funding, and that the committee felt it was important to include the full board in the discussion. Member Cullick invited Bill Spring from IPMG to provide a basic overview of self-funding options. Mr. Spring distributed information regarding health benefits and advantages of self-funding, and described his company’s mission and how they can assist the county with health and dental plan design, flexibility and control, accessing the availability of multiple provider networks, detailed reporting on claims, reinsurance, administration and other fees, and the capability to fully self-manage the health and dental plans. Mr. Spring said that IPMG would be the TPA (administrator/manager) of the county’s claims, billing, and plan design services. Mr. Spring said that they would assist the county in setting a rate structure, and that the county would maintain/manage the premium funds.

- **Discussion on Organizational Chart** – Chairman Shaw reminded the committee of the lack of an approved county organizational chart. Mr. Shaw stated that the Technology/GIS Department is not listed on an organization chart from October 2012 as reporting to the County Board or any board committee, but simply to the County Administrator. Ms. Johnson said in her research for the HR Audit, she was unable to find an approved resolution, ordinance or any type of approval. Ms. Johnson said she was told by the HR Coordinator that the 2012 organizational chart was created and posted to the website by Administrative Services for transparency. Member Gilmour stated that she believes that the Board Rules of Order says that Technology reports to the County Board Admin HR Committee. Ms. Johnson said that the employee handbook states that department heads serve at the pleasure of the County Board. She said that the chart that is on the county website shows that there is a reporting structure for those department heads to report to the County Administrator which is a conflict to the employee handbook.

  Ms. Johnson said the best place to start would be to review and revise the employee handbook, and continue working on the other issues from there. There was consensus that the issues of the employee handbook, organizational chart and forms will be discussed further by the Admin HR

Chairman Shaw called for a brief break, and left the meeting at 5:27p.m. Vice Chair Scott Gryder reconvened the meeting at 5:32p.m.

- **Preliminary Best Practices Audit Findings Presentation** – Assistant State’s Attorney Leslie Johnson continued with a preliminary review of her findings after conducting an HR Audit. Ms. Johnson stated that the HR Audit simply indicates where the county is non-compliant or clearly in violation of federal and state laws.
**Public Comment** - None

**Questions from the Media** – None

**Items for the County Board** – Approval of the Kendall/Kane Juvenile Detention Inter-Governmental Agreement

**Chairman’s Report** – None

**Review Draft Board Agenda** – Vice Chairman Gryder asked the committee to review the proposed Board agenda and make any changes or additions. There were no changes needed.

**Adjournment** – Member Cullick moved to adjourn the meeting, seconded by Member Gilmour. There being no objection, the Committee of the Whole was adjourned at 6:53p.m.

Respectfully submitted,

Valarie A. McClain  
Administrative Assistant/Recording Secretary