

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, February 6, 2018 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
 - A. Approve Farm Lease Agreement #18-01-003 Fox River Bluffs Property
12. Standing Committee Reports
 - A. Finance Committee
 1. Approve claims in an amount not to exceed \$1,266,458.28
 2. Approve Coroner claims in an amount not to exceed \$3,620.52
 - B. Administration/HR
 1. Approval of the Network Administrator Job Description
 2. Approval of replacement and extension of AT&T Dedicated Fiber Internet Contract through February 6, 2020 (formally 5/10/2019) with a cost of \$944.05 per month
 - C. Facilities
 1. Approve 48-month contract extension with CenterPoint Energy for Natural Gas for Kendall County facilities in an amount not to exceed 33.5 cents per therm
 2. Approve 1-year contract with Call One for the Centrex Phone Circuits in the amount of \$9.00 per month base price plus usage
 - D. Economic Development
 1. Authorize Kendall County State's Attorney to initiate collection on the \$32,500.00 note executed by Michael Manfre, James Manfre, and Priscilla Liberatore and secured by a mortgage on 119 Hamlet Circle, Montgomery, Illinois
 - E. Standing Committee Minutes Approval
13. Special Committee Reports
 - A. Kencom Executive Board
 - B. Housing Authority
14. Chairman's Report
 - Appointments
Announcements**
15. Executive Session
16. Other Business
17. Citizens to be Heard
18. Questions from the Press
19. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 2, 2018**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, January 2, 2018 at 6:15 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matthew Prochaska, and John Purcell. Member absent: Elizabeth Flowers.

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 Meetings of 11/27/17 and 12/5/17. Member Hendrix seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

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

CITIZENS TO BE HEARD

Todd Milliron spoke about his concerns about the Liquor Control Commission administration. Mr. Milliron spoke about an application received from The Confessional.

NEW BUSINESS

HIDTA Writers Service Contract

Member Gilmour moved to approve the HIDTA Writers Service Contract with Kendall County as the fiduciary agent effective January 2, 2018 through project completion in the amount of \$5,000.00. Member Cullick seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Collective Bargaining Agreement

Member Hendrix moved to approve the collective bargaining agreement between Kendall County, Illinois, the Kendall County Sheriff and the Illinois Fraternal Order of Police Labor Council (Patrol Sergeants) from December 1, 2015 through November 30, 2019. Member Purcell seconded the motion.

Assistant State's Attorney Leslie Johnson reviewed the terms of the contract regarding length of contract, dispute resolution and grievance procedures, seniority, using sick time in conjunction with their separation date, utilization of 12 hour shifts, health insurance, time off, in house training days, equipment, and wages.

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

STANDING COMMITTEE REPORTS

Finance

CLAIMS

Member Cullick moved to approve the claims submitted in the amount not to exceed \$1,737,087.67 and Petit Jurors claims in an amount not to exceed \$2,248.80. Member Kellogg seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$14,250.80, B&Z \$373.50, CO CLK & RCDR \$334.15, ED SRV REG \$1,523.55, SHRFF \$4,321.46, CRRCTNS \$2,381.43, EMA \$196.65, CRCT CT CLK \$1,483.24, JURY COMM \$2,393.79, CRCT CT JDG \$5,859.35, CRNR \$445.07, CMB CRT SRV \$15,471.79, PUB DFNDR \$660.46, ST ATTY \$711.60, SPRV OF ASSMNT \$28.00, EMPLY HLTH INS \$252.09, OFF OF ADM SRV \$1,548.83, GNRL INS & BNDG \$54.00, CO BRD \$760.00, TECH SRV \$7,829.51, FAC MGT UTLTS \$8,954.68, LIABIL INS EXPS \$735,476.00, CO HWY \$6,310.17, CO BRDG \$1,955.52, TRNSPRT SALES TX \$307,861.87, HLTH & HMN SRV \$92,343.99, FRST PRSRV \$850.95, ELLIS HS \$452.24, HOOVER \$1,299.59, ENV ED NTRL BGNNGS \$218.80, ENV ED OTHR PUB PRGMS \$3.00, ENV ED LWS OF NTR \$16.99, GRNDS & NTRL RSRC \$903.20, ANML CONT EXPND \$257.45, ANML MED CR FND \$291.38, ANML CNTRL EXPS \$1,235.73, DRG ABS EXP \$1,700.00, HIDTA \$490,599.17, CO CMSSRY FND \$408.49, LAW LBRY \$4,189.08, CRNR \$49.60, PRBTN SRV \$2,412.09, KC CT DRG FND \$2,917.51, GIS \$295.45, ENG/CNSLTG ESCRW

\$1,176.31, PUB SFTY \$12,074.84, CRTHS RNVNTS \$100.00, VAC \$3,560.27, CRNR SPCL FND \$412.94, FP BND PRCDs '07 \$1,037.50

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

Coroner Claims

Member Cullick moved to approve the Coroner claims in an amount not to exceed \$907.61. Member Kellogg seconded the motion.

Chairman Gryder recused member Purcell from the vote and shall be treated as if he was not here.

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

Administration/HR

IMRF Resolution

Member Cullick moved to approve the resolution to adopt the annual 1,000 hour standard for IMRF participation. Member Purcell seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 18-01 is available in the Office of the County Clerk.

Health & Environment

Member Gilmour stated that the minutes are in the packet from the December 18, 2017 meeting; next meeting will be in March.

Committee of the Whole

Chairman Cullick reviewed the minutes in the packet from the December 14, 2017 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Kencom Executive Board

Member Gilmour stated the next meeting will be on January 25, 2018.

Housing Authority

Member Prochaska stated that they meet in February.

CITIZENS TO BE HEARD

Todd Milliron spoke about fiduciary responsibility and that the county should form a liquor control committee.

QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked what the status was for the liquor license application submitted for The Confessional; status is that a signed has not been received from the applicant and nothing has been approved.

ADJOURNMENT

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

Approved and submitted this 5th day of January, 2018.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

FARM LEASE AGREEMENT #18-01-003

Fox River Bluffs Property

This AGREEMENT is made this 6th day of February, 2018 between the KENDALL COUNTY FOREST PRESERVE DISTRICT, 110 West Madison Street, Yorkville, IL, 60560 and the COUNTY of KENDALL, 111 West Fox Road, Yorkville, IL, 60560, both Bodies Corporate and Politic (hereinafter “Licensors”), and, Trenton Toftoy of 407 Meadow Lane, Newark, IL 60541, (hereinafter “Licensee”), including all heirs and assigns, collectively referred to as the “Parties”.

WHEREAS, Kendall County and the Kendall County Forest Preserve District are the owners of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as:

PIN#: 01-36-400-010, 04-01-200-006; and

WHEREAS, in acquiring this property, the Kendall County Forest Preserve District assumed a farm lease agreement with the Licensor for 2015 farming activities on 99.42 acres of farmland, and extended a subsequent lease agreement approved by both the Kendall County Forest Preserve District and Kendall County for 2016 and 2017 farming activities; and

WHEREAS, Kendall County is the owner of certain lands situated in the County of Kendall, Township of Fox, and State of Illinois described as the Eldamain and Fox Road right-of-way conveyed to the County of Kendall by a Warranty Deed recorded March 20, 2015 as Document #201500004183 containing 18.44 acres currently under agricultural production; and

WHEREAS, Licensee desires to use the above-described real estate, for farming purposes, and Licensors desire to have the real estate farmed; and

WHEREAS, Licensee plans to plant soybeans in 2018, which is consistent with the planning timeframe for cropland conversion of the area known as the Fox River Bluffs Forest Preserve; and

WHEREAS, both Licensee and Licensors hereby agree that there are 117.86 tillable acres suitable for row crops on the above referenced parcels, these tillable acres hereinafter referred to as the ‘Subject Property’ as is identified in the attached **Exhibit A**.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. **Incorporation:** The proceeding introductory language is made a part hereof and incorporated herein.
2. **License & Term:** the Licensors hereby grant to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of one (1) year, beginning on February 6, 2018, and ending on December 31, 2018 subject to the conditions and limitations hereinafter mentioned.

3. **Payment & Pricing:** Licensee shall pay Licensors a Base Rate of \$300 per tillable acre for the License year. The Base Rate shall be payable no later than May 30, 2018, and Licensee agrees that failure to pay by this date constitutes a material breach of this License Agreement and may terminate this License.

4. **Crop Insurance:** Additionally, Licensee shall obtain Crop Insurance, which shall be any funds from a multi-peril or crop hail claim on the Subject Property collected by the Licensee, less the premiums paid on such policy(s).

5. **Limited License:** This Agreement grants only a contractual license to use the Subject Property under the terms and conditions state herein. Further, the rights granted by the County and District herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest in the Subject Property.

6. **Taxes:** Licensors make no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in 35 ILCS 205/19, it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this license. In the event the Subject Property becomes taxable at any time during the term of this License, Licensee shall be required to pay those taxes that are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this license, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

7. **Erodible Soils:** The Licensors agree that the Licensee may, without further license on the part of the Licensors, use the Subject Property for the purpose of farming the land. If there are highly erodible soils on the Subject Property, the Licensee is responsible for maintaining the soil according to the methods adopted in Licensee's farming plan approved by the Kendall County Soil and Water Conservation District. Said report must be submitted to the Licensors on or before ground breaking on the first year covered by this License. Failure to submit this report by this date may terminate this License.

8. **"As Is" Property:** The Licensee has inspected the Subject Property and structures prior to signing this Agreement and accepts the conditions of these "as is."

9. **Farming Method:** The Licensee agrees to farm the Subject Property in a husband-like manner, utilizing conservation tillage methods.

10. **Records Requirement:** Licensee shall keep and provide to the Licensors the following records:

- A. Soil Samples – The Licensee shall conduct annual soil testing (2.5 acre grid), with such costs split evenly with the Licensors. Soil test results shall be due to the Licensors by December 30, 2015. The Licensee shall apply the minimum amount of fertilizer required to maintain the soil fertility at:
 - i. For corn, P (phosphorus) shall be maintained at 80 pounds per acre and K (potassium) shall be maintained at 50 pounds per acre.

- ii. For soybeans, P (phosphorus) shall be maintained at 50 pounds per acre and K (potassium) shall be maintained at 75 pounds per acre.
- B. Global Positioning System data of crops and yields harvested.
- C. Fertilizers and rates applied.
- D. Pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.

11. **Fertilizer Replacement:** Fertilizer replacement of P (phosphorus) and K (potassium) will be calculated using crop removal method as outlined in the Illinois Agronomy Handbook. Replacement of P and K for a crop year calculated on total nutrient removal per tillable acre and applied at the Licensee's expense for product and application. No carry over credit will be allowed from previous year's application.

12. **Limestone:** Lime shall be applied when pH level is less than 6.2. If Licensee reports the need to apply limestone to the Subject Property, the cost for the application will be presented to the District for consideration and approval prior to application, with material costs reimbursed by the District upon presentation of an invoice following application.

13. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received. Notice should be sent to the following parties:

Licensor, send to:

Judy Gilmour, President
Kendall County Forest Preserve District
110 W. Madison Street
Yorkville, Illinois 60560

Scott Gryder, Chairman
County Board of Kendall County
111 Fox Street
Yorkville, Illinois 60560
ATTN: County Administrator

with a copy to:

Kendall County State's Attorney
Kendall County Courthouse
807 John Street
Yorkville, Illinois 60560

Licensee send to:

Trenton Toftoy
407 Meadow Lane,
Newark, IL 60541

14. **Buffer:** It is agreed that the tillable land on this farm should be devoted to row crops. The Licensor may require an un-tilled buffer a minimum of 10 feet from certain woodlands or waterways. This buffer shall be planted with a cover crop by the Licensee at the inception of this Licensee with a seed mix approved by Licensors.

15. **Pesticide Use:**

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensors with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensors with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee shall provide Licensors with a record of pesticide applications, including dates of applications, types and amounts of pesticide used, fields treated, and the identity of the applicator for each application.
- D. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- E. Licensee agrees to indemnify, defend with counsel, and hold harmless the Licensors for all claims, demands, damage, judgments, fees (including attorneys' fees) and costs that may arise out of Licensee's application of pesticides on the Subject Property. Pursuant to 55 ILCS 5/3-9005, any attorney representing the Licensor pursuant to this paragraph must first be approved by the Kendall County State's Attorney and shall be appointed as a Special Assistant State's Attorney.

16. **Hazardous Materials:** Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

17. **Duty of Care:** The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property and to farm and to maintain improvements in a careful and prudent manner.

18. **Termination:** The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. The Licensors may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to the Licensee. In the event of any termination, Licensors shall pay the Licensee for planted but unharvested crops on the Subject Property based on available Kendall County data for the average yield and unit price within Kendall County. Licensors will also reimburse Licensee for reasonable fertilizer and pesticide costs for planted but unharvested crops on the Subject Property provided the Licensee presents fertilizer and pesticide receipts for these costs. Licensee hereby waives its rights to seek any other amounts from Licensors in the event the License is terminated.

19. **Services upon Termination:** Upon termination of this Agreement, Licensors may request the Licensee to provide services associated with restoration of the Subject Property, and

Licensee agrees to provide such services. Such services may include plowing, herbiciding, tilling, seeding, and maintenance mowing.

20. **Right of Entry:** Licensors reserve the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land so long as it does not interfere with the rights of the Licensee, as provided in this License.

21. **Insurance & Liability:**

- A. Licensee shall 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 Licensors. On the Date of Execution, Licensee shall deposit with Licensors certificates evidencing the insurance it is to provide hereunder: (a) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; (b) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence, with a minimum \$1,000,000 aggregate; (c) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed (only if Licensee employs any individuals to perform work on or related to the Subject Property); and (d) employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 for each accident, (only if Licensee employs any individuals to perform work on or related to the Subject Property). Licensors shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to all liability coverage, as well as a waiver of subrogation with respect to all liability coverage, including workers' compensation, in favor of Licensors. Also, Licensors shall be designated as the certificate holders. Proof of such coverage must be on file with the Licensor on or before March 31st of the first year of the License. Failure to submit such proof by this date may terminate this License at the sole discretion of the Licensor. All of the above insurance policies must cover all contractors hired by the Licensee to apply soil amendments, pesticides, or for other purposes, or the contractor must provide proof of insurance for the above referenced amount.
- B. Licensee shall obtain and maintain, at the Licensee's expense, appropriate and adequate insurance coverage for the Licensee's personal property in amounts determined by the Licensee to be adequate. Licensee shall provide a copy of all insurance policies to Licensor upon request of Licensor.
- C. Licensee agrees to defend with counsel of the Licensors' own choosing, indemnify and hold harmless the Licensors, their past, present and future board members, elected officials, insurers, employees and agents against any and all liability, loss, costs, damages, judgments, liens and expenses (including attorney's fees) which the Licensors, their past, present and future board members, elected officials, insurers, employees and agents may hereafter sustain, incur, or be required to pay, on account of (a) any failure on the part of the Licensee to perform or comply with any terms or conditions of this Agreement, or (b) any personal injuries or death or damages to property arising from, occurring, growing out of, incident to, or resulting directly or indirectly from the grant of this License or the use of the Subject Property or the structures by Licensee. The

provisions of this section shall be in addition to, and shall not be limited by, the amounts of any insurance provided by Licensee pursuant to this Agreement.

22. **Assignment:** This License is not assignable or transferable to any person, company, or corporation, in whole or in part.

23. **Independent Contractor:** It is mutually agreed that the Licensee is an independent contractor, not subject to the control of the Licensor and is not an employee of the Licensor.

24. **Liens:** Licensee shall, and without any charge to the District or County, keep the Subject Property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the Subject Property (a "Lien"). If the Subject Property becomes encumbered with any Lien, Licensors may, at Licensors' option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensors. Licensors shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensors incur to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensors in connection therewith or by reason thereof.

25. **Legal Compliance:** Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the Subject Property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

26. **Venue:** This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

27. **Remedies:** 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.

28. **Illinois Prevailing Wage Act:** The Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. ("the Act") requires employers 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 Labor's website at: <http://www.state.il.us/agency/idol/rates/rates.html>. To the extent that this Agreement results in Licensee performing covered work under the Act, Licensee shall comply with all requirements of the Act, including, but not limited to, all wage, notice, and record-keeping duties.

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

30. **Severability:** If any provision of this Agreement shall be held invalid, the validity of any other provision of this Agreement that can be given effect without such invalid provision shall not be affected thereby. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

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

32. **Waiver:** The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

33. **Prior Agreements:** All previous agreements between the Parties, whether oral or in writing, are hereby revoked. Neither party will seek to enforce any previous oral or written agreement between the Parties, regarding the lease or use of the Subject Property.

34. **Authority:** Each party represents and warrants that their representative, whose signature appears below, has the power and authority to enter into this agreement and to obligate the party to the terms of this agreement.

Licensor: Kendall County Forest Preserve District

By: _____
Judy Gilmour, President

Date: _____

Licensor: Kendall County

By: _____
Scott Gryder, Kendall County Board Chairman

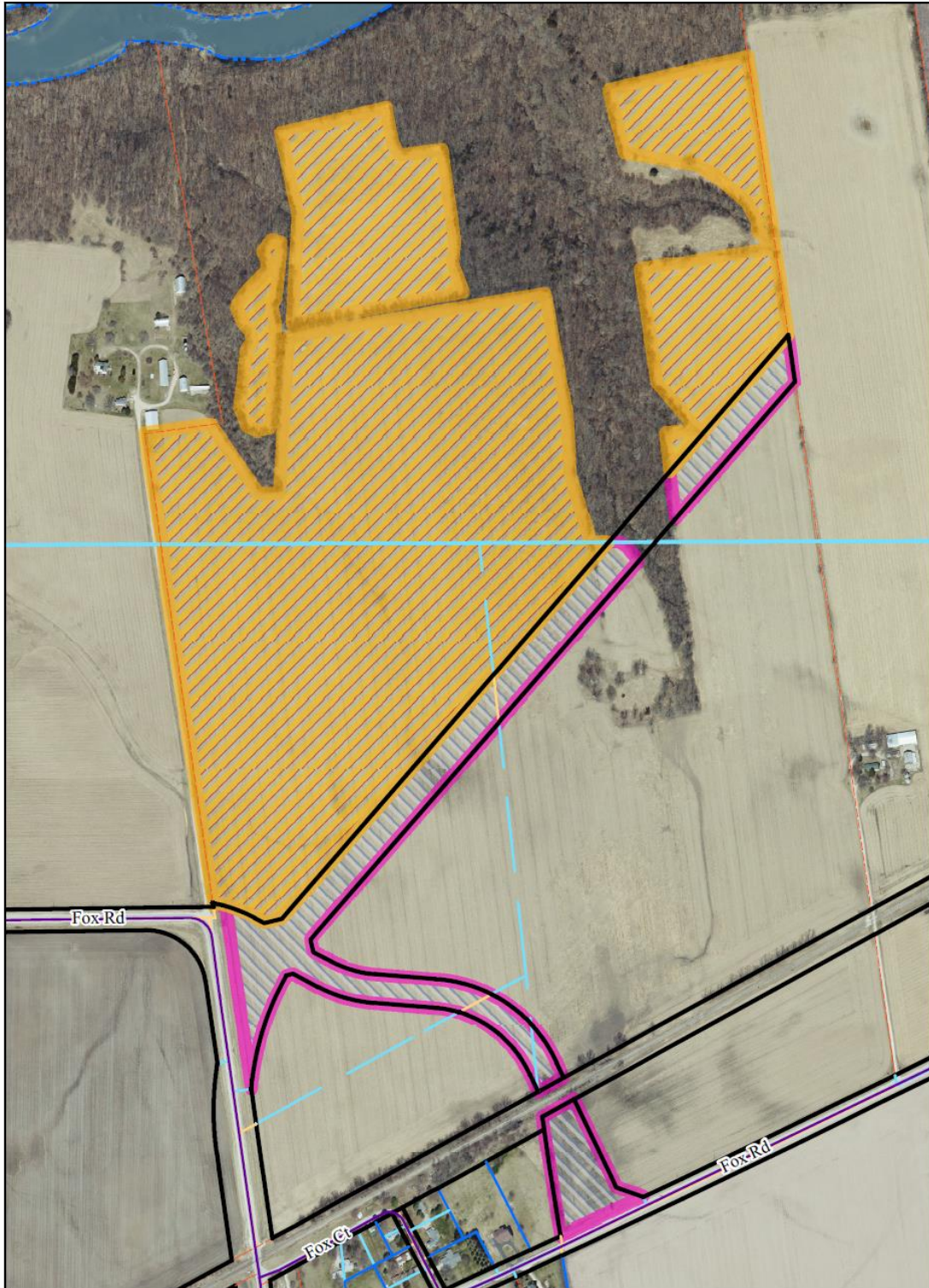
Date: _____

Licensee:

By: _____
Trenton Toftoy, Farm Operator

Date: _____

Farm Lease Agreement #18-01-003 – Exhibit A



Kendall County GIS
1000 S. Illinois
Yorkville, Illinois 62458
620.633.6086



N Legend
Future ROW - 18.44
Kendall County FP - 99.42

Fox River Bluffs
County Owned/Future ROW
Area being Farmed

1 inch = 600 feet



COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, January 25, 2018

Call to Order

Committee chair John Purcell called the Budget and Finance Committee to order at 5:00p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell	Here		
Lynn Cullick	Here		
Bob Davidson		5:20p.m.	
Matt Kellogg	Here		
Matthew Prochaska	Here		

Others Present: Latreese Caldwell, Robyn Ingemunson

Approval of Claims – Member Cullick made a motion to forward the approval of Claims in an amount not to exceed \$1,266,458.28, and Coroner Claims in an amount not to exceed \$3,620.52, second by Member Kellogg. **With four members voting aye, the claims were approved by a vote of 4-0.**

Department Head and Elected Official Reports

Robyn Ingemunson, Circuit Clerk provided additional information on the proposed court fee increases, and reviewed potential revenue based on the proposed fee increases per case for Civil, Criminal, and Misdemeanor complaints, and the current costs to initiate a case, the current costs with fee increases, and the amount of proposed increases and the type of filing. Discussion on fee increases, when they will be effective, and the Circuit Clerk’s Office posting the increase notices at least 60-days in advance of any change.

Reports from Other Committees - None

Items of Business

- *Senior Levy Award Process and Timeline* – There was consensus by the committee to proceed with the application distribution to organizations on January 31, 2018, the deadline for returning applications as 4:00p.m. on Friday, March 2, 2018, and the review of applications by the Finance Committee on March 15, 2018.

Public Comment – None

Questions from the Media – None

Items for the February 6, 2018 County Board Meeting

- *Approval of Claims in an amount not to exceed \$1,266,458.28, and Coroner Claims in an amount not to exceed \$3,620.52*

Items for the February 15, 2018 Committee of the Whole Meeting - None

Executive Session – None

Adjournment – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, second by Member Cullick. **The meeting was adjourned at 6:00 p.m. by a 5-0 vote**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Wednesday, January 17, 2018

CALL TO ORDER - Committee Vice Chair Judy Gilmour called the meeting to order at 5:33p.m.

ROLL CALL

Attendee Name	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Matthew Prochaska	Here		
Lynn Cullick		5:45p.m.	
Elizabeth Flowers	ABSENT		
John Purcell	Present		

With three members present a quorum was established to conduct committee business.

Staff Present: Scott Koepfel

APPROVAL OF AGENDA

Motion: Member Prochaska
 Second: Member Purcell
RESULT: The agenda was approved by a 3-0 voice vote

APPROVAL OF MINUTES – January 4, 2018

Motion: Member Purcell
 Second: Member Gilmour
RESULT: The minutes were approved by a 3-0 voice vote

WINE SERGI UPDATE/YEAR-END SUMMARY – Rich Ryan reviewed the highlights of the Property, Liability, Workers Compensation, and Excess Liability 2017 Program Activity Recap. Mr. Ryan also reported that he has met with Sheriff Baird regarding insuring specialized vehicles that will be shared with other Kendall County law enforcement agencies. Mr. Ryan stated that HIDTA will purchase the vehicles, and that the County would only be liable for insurance when the vehicles were parked and not being utilized, as well as when Kendall County Sheriff’s personnel utilized the vehicles. Discussion on liability, ownership, funding and maintenance responsibilities. Mr. Ryan stated that the KC State’s Attorney’s Office and the ICRMT attorneys have reviewed the agreement between the Kendall County Sheriff and HIDTA.

CBIZ UPDATE – Jim Pajauskas provided a comparison of enrollment from December 2017 versus January 2018. Discussion on the HMO, PPO and HSA plans, and the enrollment changes for each one. Mr. Pajauskas stated that there is actually a \$245,165.04 or 5.15 percent increase for this year. Mr. Pajauskas will have the year-end summary at the March 2018 meeting.

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS - None

COMMITTEE BUSINESS

- *Health Insurance Broker RFQ* – There was consensus that the Committee members would review the draft RFQ from Tinley Park, and then create an RFQ specific to Kendall County and it's needs/desires in a Health Insurance Broker at the February 5, 2018 meeting.
- *Job Description Review* – Mr. Koepfel briefly reviewed a memorandum that identified all of the Administrative Services department employee job descriptions, when they were reviewed by the State's Attorney's Office, and those that have not yet been reviewed by the committee or the State's Attorney's Office. Mr. Koepfel will bring job descriptions to the committee for review and approval once the State's Attorney's Office has completed their review of changed or updated job descriptions.

Mr. Koepfel presented the updated Technology Network Administrator Job Description for review and approval by the committee. Member Prochaska made a motion to forward the job description to the County Board for approval, second by Member Gilmour. **With four members voting aye, the motion carried.**

- *Review of Employee Handbook Revisions* – Discussion on the need to update the employee handbook with the new IMRF qualification hours. Mr. Koepfel will have the handbook updated on the County Employee website immediately. Mr. Koepfel will continue to bring handbook revisions to the committee as they are completed and reviewed by the State's Attorney's Office.

ACTION ITEMS FOR FEBRUARY 6, 2018 COUNTY BOARD AGENDA

- *Approval of a 2-year AT & T Fiber Internet Agreement*
- *Approval of the Network Administrator Job Description*

ITEMS FOR THE FEBRUARY 15, 2018 COMMITTEE OF THE WHOLE – None

PUBLIC COMMENT – None

EXECUTIVE SESSION – None

MEETING ADJOURNMENT

Motion: Member Purcell Second: Member Gilmour RESULT: Approved with a Unanimous Voice Vote The meeting was adjourned at 7:12p.m.
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Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

Kendall County Job Description

TITLE: Network Administrator
DEPARTMENT: Technology Services
SUPERVISED BY: Director of Technology
FLSA STATUS: Exempt
APPROVED: 02/06/2018

I. Position Summary:

The administrator of a large, complex, multi-segment, wired and wireless network physical infrastructure, including security hardware, routers, switches and disaster recovery sites and internet connections; establishes network standards, including naming conventions and address protocols; serves as project leader and manages network upgrades and conversions; participates with the technology services team to evaluate and recommend network and systems hardware and software; develops and recommends cabling and connectivity standards, uses and levels.

II. Essential Duties and Responsibilities:

- A. Application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software, and system functional specifications including, but not limited to:
 - a. Analyzing data to identify and resolve reasons for communications bottlenecks. Recommends upgrades, patches, and new applications and equipment to facilitate and protect data, software and hardware.
 - b. Analyzing network capacity and growth requirements and recommends network upgrades.
 - c. Ensuring the security of the enterprise network.
 - d. Maintaining WAN connections to outside vendors, LEAs, and other organizations
- B. The design, development, documentation, analysis, creation, testing, or modification of computer systems or programs based on and related to user or system design specifications including, but not limited to:
 - a. Designs, develops, installs, integrates and maintains the network infrastructure. incorporating multiple technologies, protocols and vendor products and systems.
 - b. Developing and maintaining all systems, applications, security and network configurations, including setting up, testing, and upgrading operating software.
 - c. Developing and recommending network contingency and disaster recovery plans..
 - d. Researching new technology, and implementing or recommending implementation.
 - e. Develop specifications for network hardware, software and cabling upgrades and enhancements.
- C. Responsible for maintenance and security of the enterprise e-mail system.
- D. Responsible to ensure staff is able to perform critical activities in his/her absence.
- E. Utilizes a variety of software and tools, monitors, analyzes and manages network traffic and capacity utilization to achieve optimal performance and availability.
- F. Performs other duties, as required or assigned.
- G. Complies with all applicable County ordinances, policies and procedures regarding or relating to assigned job duties.
- H. Maintains regular attendance and punctuality.
- I. Travels to and from meetings, training, conferences, and other County office locations to perform job duties.
- J. Recommend network, security, hardware, and software need to Technology Services Director during budget process; recommendations are given particular weight by decision makers.

Kendall County Job Description

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. LANGUAGE SKILLS:

1. Ability to research, read, and interpret documents and simple instructions.
2. Ability to prepare documents, reports, and correspondence.
3. Ability to speak effectively with the public, employees, outside entities, vendors, and the County's department heads and elected officials in both a one-on-one and group settings.
4. Requires excellent-knowledge of the English language, spelling and grammar.
5. Strong oral and written presentation skills.

B. MATHEMATICAL SKILLS:

1. Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
2. Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.
3. Ability to prepare, revise and interpret financial and budgeting spreadsheets and documents.

C. REASONING ABILITY:

1. Ability to apply common sense understanding to carry out instructions furnished in written, oral, and/or diagram form.
2. Ability to deal with problems involving several concrete variables in standardized situations.

D. OTHER SKILLS, KNOWLEDGE AND ABILITIES:

1. Strong organization skills.
2. Excellent prioritization skills and the ability to meet deadlines.
3. Ability to display a positive, cooperative, professional and team orientated attitude.
4. Ability to listen, understand information and ideas, and work effectively with County personnel, department heads, local elected officials, and the public.
5. Ability to follow guidance and work independently until project completion.
6. Proficient knowledge of MS Word, Excel, Outlook, PowerPoint,
7. Knowledge of office practices, principles of modern record keeping, and setting and maintaining filing systems.
8. Knowledge of principles and practices of local government structure and services.
9. Skill in operating a personal computer, facsimile machine, and copiers.
10. Ability to comply with all County policies and procedures, and adhere to set standards.

Kendall County Job Description

E. Education and Experience:

1. Bachelor's Degree or equivalent work experience.
2. 5 years or more experience in the Networking field.

F. CERTIFICATES, LICENSES, REGISTRATIONS:

1. Any and all other certificates and registrations as required for the specific duties performed.

IV. Physical Demands:

While performing the duties of this job, the employee must be able to:

1. Frequently sit for hours at a desk and/or in meetings.
2. Occasionally lift and/or move up to 40 pounds; frequently lift and/or move up to 10 pounds;
3. Use hands and fingers to finger, handle, type, write, and feel;
4. Reach, push and pull with one and/or both hands and arms;
5. Talk and hear in person and via use of telephone;
6. Vision abilities include close and distance vision, and ability to view computer monitors and screens;
7. Travel independently to other County office buildings and other locations, to perform job duties.

V. Work Environment:

The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:

1. Mostly inside environmental conditions except when outside traveling between various buildings or locations to perform assigned job duties.
2. The noise level in the work environment is usually quiet to moderately quiet.
3. Employee may be exposed to stressful situations while working with staff, law enforcement, department heads, elected officials, vendors, and the general public.
4. Employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature

Date

Signature of Supervisor
cc: personnel file, employee

Date