1. Call to Order  
2. Roll Call  
3. Determination of a Quorum  
4. Approval of Previous Month’s Minutes  
5. Approval of Agenda  
6. Special Recognition  
7. Correspondence and Communications – County Clerk  
8. Citizens to Be Heard  
9. Executive Session  
10. Old Business  
11. New Business  
   A. Approve Proclamation for September 2015 as “Hunger Action Month” and September 3, 2015 as National “Go Orange Day”  
12. Elected Officials Report and Other Department Reports  
   A. Sheriff  
   B. County Clerk  
   C. Treasurer  
   D. Clerk of the Court  
   E. State’s Attorney  
   F. Coroner  
   G. Health Department  
   H. Supervisor of Assessments  
13. Standing Committee Reports  
   A. Planning, Building & Zoning  
      1. Approve petition 15-11 by Rhonda Miller/Strong Tower of Refuge Ministries for Special Use to allow place of worship in B3 Zoning District located at 81 Boulder Hill Pass  
      2. Approve petition 15-12 by Dan Koukol for Major Amendment to Special Use to allow outdoor display in front yard with 10 foot setback from right of way  
      3. Approve Intergovernmental Agreement between the Village of Millbrook and County of Kendall to administer the County’s Ordinances for Zoning, Building Code, Subdivision Control, Comprehensive Plan and Stormwater Management within the jurisdiction of the village of Millbrook  
   B. Public Safety  
   C. Administration – HR  
   D. Highway  
      1. Approve resolution approving the low bid of Corrective Asphalt Materials to place crack filler on various county highways in the amount of $94,501; said funds to be taken from the Transportation Sales Tax Fund  
      2. Approve resolution approving the low bid of Corrective Asphalt Materials to place a restorative seal on various county highways in the amount of $222,950; said funds to be taken from the Transportation Sales Tax Fund  
      3. Approve revised schedule of fees for Overweight / Overdimension Permits issued on Kendall County Highways  
      4. Approve Agreement with AT&T in the amount of $7,814.00 for engineering cable protection and/or relocation at Eldamain Road, Plano, Illinois  
   E. Facilities  
   F. Economic Development  
   G. Finance  
      1. Approve Claims in an amount not to exceed $657,144.91 and Approve Grand Juror claims in an amount not to exceed $750.00  
   H. Animal Control  
      1. Approve the appointment of Michael Mulvaney as Animal Control Director/Warden  
   I. Labor and Grievance  
   J. Committee of the Whole  
      1. Approval of the Merger of Public Safety and Judicial Legislative Committees  
      2. Discussion of Organizational Chart  
   K. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation
   D. Board of Health
   E. Juvenile Justice Counsel

15. Other Business

16. Chairman’s Report

   **Appointments**
   Amy Cesich – Merit Commission – 5 year term – Expires September 2020
   Shawn Flaherty – Merit Commission – 3 year term – Expires September 2018

   **Announcements**
   Steve Anderson replacing Brian Johnson – River Valley Workforce Investment Board – Expires September 2017

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, July 21, 2015 at 9:25 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, John Purcell and Jeff Wehrli.

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

THE MINUTES

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 6/16/15. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

EXECUTIVE SESSION

Chairman Shaw asked the executive session be moved to the end of the meeting.

Member Purcell moved to amend the agenda to move executive session to the end of the meeting. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

Surrender Class D Liquor License

Member Gryder made a motion to approve the Resolution in regard to the surrender of a Class D Liquor License reducing the total licenses available and to subsequently amend the ordinance regulating the retail sale of alcoholic liquors for unincorporated Kendall County. Member Wehrli seconded the motion.

County Administrator Jeff Wilkins explained that the Gas Mart has ceased to sell liquor; the resolution is acknowledging that surrender. When an agency surrenders the license the maximum reduces automatically.

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

RESOLUTION 2015- 35

Resolution in Regard to the Surrender of a Class D Liquor License Reducing the Total Licenses Available and to Subsequently Amend the Ordinance Regulating the Retail Sale of Alcoholic Liquors for Unincorporated Kendall

WHEREAS, the Kendall County Board, on October 19, 1999, adopted an Ordinance regulating the retail sale of alcoholic liquors outside the corporate limits of any city, village or incorporated town in Kendall County, Illinois (hereinafter referred to as “the Ordinance”), and said Ordinance has been amended thereafter by the Kendall County Board on several occasions; and

WHEREAS, Article III, Section 1 of the Ordinance establishes the Class “D” License classification for the retail sale, on the premises specified, of beer and wine by original package for consumption off the premises; and

WHEREAS, the County Board approved and passed Ordinance 05-02 on January 18, 2005, to amend Article V, Section 1 of the Ordinance by authorizing the maximum number of Class “D” liquor licenses at two (2) licenses and the Board has not increased the maximum number of Class “D” licenses in subsequent years; and

WHEREAS, the Kendall County Liquor Control Commissioner issued a Class “D” liquor license to Gas Mart USA of 2501 Light Road on January 18, 2005 and said liquor license was renewed by Gas Mart USA on an annual basis each year thereafter; and

WHEREAS, Gas Mart USA did not file an application to renew the Class “D” liquor license expiring on January 18, 2015,
has ceased all retail sale of all beer and wine by original package for consumption off the premises and surrendered the Class "D" liquor license issued to Gas Mart USA; and

WHEREAS, Article V, Section 1 of the Ordinance provides in relevant part, "In the event any license issued hereunder is surrendered, for any reason whatsoever, the maximum number of licenses authorized in that class is accordingly reduced by the number of licenses surrendered. No further licenses may be issued until action of the Kendall County Board appropriately increases the maximum number allowed"; and

WHEREAS, as a result of the expiration and surrender of Gas Mart USA's Class "D" liquor license on or about January 18, 2015, the current number of Class "D" liquor licenses in Kendall County was reduced to one (1) at that time by operation of Article V, Section 1 of the Ordinance; and

WHEREAS, pursuant to Article V, Section 1 of the Ordinance, the Kendall County Board seeks to once again increase the amount of Class "D" liquor licenses to a maximum of two (2) at this time.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, AS FOLLOWS:

Section 1—Recitals
The foregoing recitals shall hereby be incorporated into and made a part of this Resolution as if fully set forth in this Section 1.

Section 2—Amendment of Ordinance
Pursuant to Article V, Section 1 of the Ordinance, the Ordinance shall be amended to allow the maximum number of Class "D" liquor licenses to be increased from one (1) to two (2) licenses effective July 21, 2015.

ADOPTED AND APPROVED by the County Board this 21st Day of July, 2015.

APPROVED: John A. Shaw, County Board Chairman

ATTEST: Debbie Gillette, County Clerk

Amendment to Ordinance Regulating the Retail Sale of Alcoholic Liquors

Member Flowers made a motion to approve the amendment of the ordinance regulating the retail sale of alcoholic liquors for unincorporated Kendall County to increase the Class D licenses from the current maximum to a maximum of 2 Class D licenses. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Ordinance 15-12 is available in the Office of the Kendall County Clerk.

NEW BUSINESS

Amended Job Description for Technology Director

Member Cullick made a motion to approve the amended job description for the Technology Director. Member Flowers seconded the motion.

Members had questions regarding the changes that had been made.

Member Davidson made a motion to table to the next meeting. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. Motion carried 8-1.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird informed the board of a Special Olympics fundraiser of August 27th and the National Night out on August 4th rag ball game, to take a swing out of crime.
County Clerk

Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>6/1/15-6/30/15</th>
<th>6/1/14-6/30/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$840.00</td>
<td>$714.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$1,770.00</td>
<td>$2,040.00</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$2,391.00</td>
<td>$1,695.00</td>
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<tr>
<td>County Clerk Fees - Recording</td>
<td>$28,350.00</td>
<td>$25,236.00</td>
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<tr>
<td>Total County Clerk Fees</td>
<td>$33,351.00</td>
<td>$29,685.50</td>
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</tr>
<tr>
<td>County Revenue</td>
<td>$26,115.00</td>
<td>$31,802.25</td>
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<tr>
<td>Doc Storage</td>
<td>$17,294.00</td>
<td>$15,541.00</td>
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</tr>
<tr>
<td>GIS Mapping</td>
<td>$29,241.00</td>
<td>$26,354.00</td>
<td></td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$3,655.00</td>
<td>$3,294.00</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
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<td>$22.57</td>
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<tr>
<td>Recorder's Misc</td>
<td>$7,901.45</td>
<td>$4,231.50</td>
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<tr>
<td>RHSP/Housing Surcharge</td>
<td>$15,120.00</td>
<td>$12,861.00</td>
<td></td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$132,721.19</td>
<td>$123,792.32</td>
<td></td>
</tr>
</tbody>
</table>

County Clerk, Debbie Gillette informed the board that the office was working on updating the election forms and preparing for the upcoming changes that include same day voter registration on Election Day.

Treasurer

Office of Jill Ferko
Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR SEVEN MONTHS ENDED 06/30/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$269,749</td>
<td>72.91%</td>
<td>$254,009</td>
<td>69.59%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,432,467</td>
<td>59.94%</td>
<td>$1,374,524</td>
<td>57.03%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$315,057</td>
<td>70.01%</td>
<td>$264,190</td>
<td>66.88%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$492,787</td>
<td>59.73%</td>
<td>$502,574</td>
<td>55.84%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$196,530</td>
<td>54.90%</td>
<td>$179,231</td>
<td>39.65%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$480,927</td>
<td>50.62%</td>
<td>$549,836</td>
<td>49.99%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Att'y</td>
<td>$500,000</td>
<td>$240,918</td>
<td>48.18%</td>
<td>$270,304</td>
<td>51.98%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$32,865</td>
<td>59.75%</td>
<td>$35,720</td>
<td>89.30%</td>
</tr>
</tbody>
</table>
Interest Income $30,000 $9,503 31.68% $9,033 25.81%
Health Insurance - Empl. Ded. $1,114,336 $639,976 57.43% $659,606 59.31%
1/4 Cent Sales Tax $2,575,000 $1,571,334 61.02% $1,461,856 59.43%
County Real Estate Transf Tax $250,000 $193,885 77.55% $170,342 51.62%
Correction Dept. Board & Care $900,000 $463,180 51.46% $499,420 58.76%
Sheriff Fees $575,000 $195,775 34.05% $278,166 42.79%

TOTALS $11,342,336 $6,534,953 57.62% $6,508,811 56.02%
Public Safety Sales Tax $4,300,000 $2,762,223 64.24% $2,554,503 59.41%
Transportation Sales Tax $4,300,000 $2,762,223 64.24% $2,554,503 59.41%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 7 months the revenue and expense should at 58.33%

Clerk of the Court

Circuit Clerk Robyn Ingemunson stated that the got electronic filing up and everything is running smoothly. The electronic traffic citation application has been completed and they are working on the electronic plea.

State’s Attorney

Assistant State’s Attorney, Leslie Johnson stated that the HR best practices audit presentation began at the Committee of the Whole meeting; she is working on finding a date to complete the presentation. They have hired a new secretary.

Coroner

Statistics:
2015 Statistics                        Stats for Same Period in 2014     Difference
2015 Total Deaths……..               153                             Total Deaths…….. 154     -1%

Autopsies to Date…………….         13                             Autopsies….         9      44%
Toxicology Samples.               17                             Toxicology Samples.. 12     42%
Cremation Permits….              93                             Cremation Permits… 78      19%

Coroner’s Office Personnel Update:

* Deputy Purcell provided an Inservice and morgue tour for police interns from the Oswego Police Department and Kendall County Sheriff’s Office.
*Deputy Purcell provided Orientation and Inservice for 2 New Hire Deputies from the Kendall County Sheriff’s Office.

Health Department

Dr. Tokars informed the board that on August 27th at the Health Department, they will be presenting the community health needs assessment. This assessment will look at big and small data sets and many types of health indicators.

Supervisor of Assessments
Andy Nicoletti, Supervisor of Assessments stated that Senate Bill 107 is waiting for the Governor’s signature; this relates to the disabled veteran’s exemption. Some of the criteria will be changing – this is service connected disability. 30-49% is a $2,500 exemption off the assessment, 50-69% is $5,000, 70% or more is tax exempt. We have a 135 currently that qualify for the exemptions about 100 are over the 70%. New construction is $18,130,437.

**STANDING COMMITTEE REPORTS**

Planning, Building & Zoning

Member Gryder stated that they did not meet.

Public Safety

Ordinance Increasing Sheriff Office Fees

Member Gryder made a motion to approve the Ordinance increasing fees charged by the Kendall County Sheriff’s Office for the Service of Writs, Civil Process, Execute/Acknowledge Real Estate Deed of Sale and Evictions. Member Cullick seconded the motion.

Sheriff Baird stated that they are including in the ordinance any overtime charges incurred during evictions.

Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol. **Motion carried 8-1.**

**KENDALL COUNTY**

Ordinance No. 15-13

*An Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Service of Writs, Civil Process, Execute/Acknowledge Real Estate Deed of Sale and Evictions*

WHEREAS, the County Board of Kendall County has previously established, by resolution or ordinance, the fees for Service of Writs, Civil Process, Execution/Acknowledge Real Estate Deed of Sale and Evictions in the amounts of $83.00, $53.00, $4.00 and $285 respectively; and

WHEREAS, Section 5/4-5001 of Chapter 55 of the Illinois Compiled Statutes allows the County Board of Kendall County and the Sheriff’s of Kendall County to conduct a user fee study of the fees charged by the Sheriff and to allow for an increase of fees if the cost of the services provided by the Sheriff exceeds the statutory fee; and

WHEREAS, the Sheriff of Kendall County, pursuant to Section 5/4-5001 of Chapter 55 of the Illinois Compiled Statutes, retained the services of Fiscal Choice Consulting, an independent national cost accounting firm, to conduct a cost study to determine if the fees currently charged by the Sheriff for the Service of Writs, Civil Process, Execution/Acknowledge Real Estate Deed of Sale and Evictions are sufficient to cover the costs of providing the service; and

WHEREAS, the cost study and the June 12, 2015 addendum (“Addendum”) prepared by Fiscal Choice Consulting documented that the full cost of the services provided by the Sheriff of Kendall County for the Service of Writs, Civil Process, the Execution/Acknowledge Real Estate Deed of Sale and Evictions exceeds the current revenue received by the Sheriff of Kendall County and, therefore, the County Board of Kendall County is permitted to adjust the current fees for the Service of Writs, Civil Process, the Execution/Acknowledge Real Estate Deed of Sale and Evictions to recover the actual cost of the services provided; and

WHEREAS, the cost study by Fiscal Choice Consulting documented that the full cost to the Sheriff of Kendall County for the Service of Writs, Civil Process, the Execution/Acknowledge Real Estate Deed of Sale and Evictions are $105.00, $59.50, $15.00 and $285.00 (for the first 4.5 hours), respectively; and

WHEREAS, the Addendum to the cost study documented the additional costs incurred when an Eviction lasts longer than the allotted 4.5 hours. These additional costs are $9.20 for additional processing by the Civil Process Clerk, and $64.82 per additional hour spent by the deputy during the Eviction.

WHEREAS, the Sheriff of Kendall County has reviewed the cost study by Fiscal Choice Consulting and the Addendum and is recommending that the County Board of Kendall County increase fees for Service of Writs, Civil Process, Execution/Acknowledge Real Estate Deed of Sale and Evictions to cover the full cost of services provided.

NOW, THEREFORE, BE IT ORDAINED by the County Board of Kendall County that:

1). The above listed recitals are incorporated herein by reference.
2). The fee charged by the Sheriff of Kendall County for the Service of Writs shall be set in the amount of $105.00. For Civil Process, the fee charged by the Sheriff of Kendall County shall be in the amount of $59.50. For the Execute/Acknowledge Real Estate Deed of Sale, the fee charged by the Sheriff of Kendall County shall be in the amount of $15.00. For Evictions, the fee charged by the Sheriff of Kendall County shall be in the amount of $285.00 for the first 4.5 hours. After the first 4.5 hours of the Eviction, the additional fees to be assessed include a $9.20 civil processing fee and $64.82 per additional hour spent by the deputy during the Eviction.

3). The fee requirements shall not apply to officers, agencies and departments of the State of Illinois, police departments or other law enforcement agencies.

4). This ordinance shall not supersede any other Ordinance enacted by the County Board of Kendall County which establishes or sets fees to be charged for other services provided by the Sheriff of Kendall County.

5). All supporting documents shall be public records and subject to public examination and audit.

6). This ordinance shall become effective immediately upon adoption by the County Board of Kendall County.

This ORDINANCE is hereby ADOPTED by the County Board of Kendall County, State of Illinois, on the 21 day of July, 2015

John A. Shaw, Kendall County Board Chairperson

I, Debbie Gillette, County Clerk in and said for County, in the State aforesaid, and the keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 21 day of July, 2015.

Debbie Gillette, County Clerk and Recorder

Administration – HR

Member Cullick had nothing to report.

Highway

Engineering Agreement

Member Koukol made a motion to approve the Engineering Agreement between Kendall County and Hampton, Lenzini and Renwick in the amount of $31,162.90 for professional services related to intersection improvement at Orchard Road & Galena Road; to be taken from Transportation Sales Tax Fund. Member Gilmour seconded the motion.

Members discussed the changes being made at the intersection. County Engineer Fran Klaas told the board that they are changing the turning lanes and improving the traffic signals so that the East and West leg will be on the same cycle, which should allow for more efficient flow of traffic. This will also provide an East bound dual left turn lane.

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

A complete copy of IGAM 15-24 is available in the Office of the Kendall County Clerk.

KC-TAP Funds for City of Yorkville

Member Cullick made a motion to approve the Intergovernmental Agreement between Kendall County and the City of Yorkville for the disbursement of $5,000 of KC-TAP Funds for sidewalk improvements along Route 47. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 15-25 is available in the Office of the Kendall County Clerk.

Facilities

Rescind Lowest Bidder – Constellation New Energy, Inc.

Member Davidson made a motion to rescind the June 2, 2015 award of the lowest responsible bidder to Constellation New Energy, Inc. for providing electric supply services to Kendall County due to the failure to negotiate and produce an agreed upon contract. Member Wehrli seconded the motion.

Chris Childress from Progressive Energy Group informed the board that they were not able to come to contract terms with Constellation New Energy, their sister company Constellation Energy Services we were able to come to terms with.
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Approve Lowest Bidder – Constellation Energy Services, Inc.**

Member Davidson made a motion to approve the lowest responsible bidder of Constellation Energy Services, Inc. to provide electric supply services to Kendall County for 36 months at a price not to exceed 6.8 cents per kWh. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Davidson stated that they made need a new elevator in the new courthouse.

**Economic Development**

Member Koukol stated that they have a meeting on Friday.

**Finance**

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $512,093.68. Member Gryder seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $46,111.31, B&Z $3,594.29, CO CLK & RCDR $704.19, ED SRV REG $5,826.42, SHRFF $40,649.47, CRRCTNS $12,532.17, MERIT $271.00, EMA $1,106.51, CRCT CT CLK $7,682.64, JURY COMM $2,409.10, CRCT CT JDG $2,491.03, CRNR $332.70, CMH CRT SRV $5,758.69, PUB DFNDR $193.00, ST ATTY $3,366.26, SPRV OF ASSMT $409.25, TRSR $291.50, EMPLOY HLTH INS $18,478.44, PPPOST $186.19, OFF OF ADMIN SRV $1,248.57, GNRL INS & BNDG $124.00, CO BRDG $25,905.62, CO BRDG $122,261.56, TRNSPRT SALES TX $75,475.80, KC TRANSP ALT PRGM $13,497.00, HLTH & HNRC SRV $20,856.15, FRST PRSRV $13,786.06, ANML MED CR FND $165.00, ANML CNTRL EXPNS $1,373.81, RCRDR DOC STRG $5,794.00, SHRFF PREV ALCH-CRIM $3,258.29, DRG ABS EXP FND $2,732.97, HIDTA $4,364.03, CO CMSRY FND $2,734.13, CRT SEC FND $60.32, LAW LBRY $1,901.52, PRBTN SRV $4,182.94, GIS $963.48, KAT $1,405.76, SHRFF HCLO FND $40,370.16, CRNR SPCL FND $156.50, FP BND PRCDS $4,312.30

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

**GRAND JUROR CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $1,725.00. Member Flowers seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Labor & Grievance**

Member Flowers stated that they did not have a meeting.

**Committee of the Whole**

Member Gryder said that they had discussions with respect to the security systems presentations, they began the best practices audit presentation by Assistant State’s Attorney Leslie Johnson, and they discussed the liquor license and the merger of Public Safety and Judicial Legislative committees.

Members discussed the fact that a previous contractor used indoor wiring outside the building and what the county can do about this.

**STANDING COMMITTEE MINUTES APPROVAL**

Member Cullick 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.**

**BREAK**

**RECONVENE**

Member Flowers did not return to the meeting after the break.

**SPECIAL COMMITTEE REPORTS**

Public Building Commission
Member Wehrli said that they did not meet, they will probably have one more meeting to pay a bill and the State’s Attorney’s Office is looking into the transfer of property from the PBC to the County.

VAC

Member Wehrli stated that they met in July and are aware of the house bill and they will help to notify veterans.

Historic Preservation

Member Wehrli informed the board that they need new members.

Board of Health

They will be meeting tonight.

Juvenile Justice

Member Gilmour reported that they met July 17, 2015. They are looking for high school members. State’s Attorney Weis will be doing a bullying presentation at Oswego and Plano High Schools. They have new resource guides located throughout the county. The youth-parent campaign begins September 1st; this is an anti drinking campaign. They are going to start a scholarship committee to give 2 scholarships. The SKY 5K run the total raised was $9,498.00.

CHAIRMAN’S REPORT

Appointments

Member Davidson moved to approve the appointments. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Chief Mike Vesseling (replacing Rick Neitzer) – Oswego Fire District Primary Rep for KenCom Executive Board
Dick Kuhn – Oswego Fire District Alternate Rep for KenCom Executive Board
Richard (Dick) Whitfield – Zoning Board of Appeals – 5 year term – expires July 2020
Jason Bragg – Re-appointment Oswego Fire Protection District – 3 year term – expires April 2018

Announcements

Bette Schoenholtz – River Valley Workforce Investment Board – 2 year term – Expires August 2017

CITIZENS TO BE HEARD

Todd Milliron said that the initiative for exempting veterans is something that is warranted and needed, he encouraged that a flyer be prepared to get to other individuals.

QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked when the security design contract will be decided for the courthouse/jail. Mr. Wyman said isn’t Exelon the parent of Constellation Energy Services and Constellation New Energy and also the parent company of ComEd.

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for the purpose of the meeting is discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

ADJOURNMENT

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

Approved and submitted this 29th day of July, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
## Kendall County Clerk

### Revenue Report

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>7/1/15-7/31/15</th>
<th>7/1/14-7/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$976.00</td>
<td>$717.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$1,500.00</td>
<td>$1,710.00</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$2,240.50</td>
<td>$2,527.65</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$33,202.00</td>
<td>$24,515.00</td>
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<tr>
<td>Total County Clerk Fees</td>
<td>$37,918.50</td>
<td>$29,469.65</td>
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<tr>
<td>County Revenue</td>
<td>$49,751.00</td>
<td>$30,862.50</td>
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<tr>
<td>Doc Storage</td>
<td>$19,780.00</td>
<td>$15,061.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$33,219.00</td>
<td>$25,416.00</td>
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<tr>
<td>GIS Recording</td>
<td>$4,145.00</td>
<td>$3,176.00</td>
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</tr>
<tr>
<td>Interest</td>
<td>$34.53</td>
<td>$45.08</td>
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<tr>
<td>Recorder's Misc</td>
<td>$5,580.75</td>
<td>$4,065.75</td>
<td></td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$17,568.00</td>
<td>$12,906.00</td>
<td></td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td>$167,976.78</td>
<td>$121,001.98</td>
<td></td>
</tr>
</tbody>
</table>

CK # 17841
### Kendall County General Fund

#### Quick Analysis of Major Revenues and Total Expenditures

For Eight Months Ended 07/31/2015

<table>
<thead>
<tr>
<th><strong>Revenues</strong></th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$336,596</td>
<td>90.97%</td>
<td>$318,285</td>
<td>87.20%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,881,987</td>
<td>78.74%</td>
<td>$1,753,548</td>
<td>72.76%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$361,391</td>
<td>80.31%</td>
<td>$299,973</td>
<td>75.94%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$517,305</td>
<td>62.70%</td>
<td>$514,775</td>
<td>57.20%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$229,881</td>
<td>64.21%</td>
<td>$208,916</td>
<td>46.22%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$646,091</td>
<td>68.01%</td>
<td>$628,084</td>
<td>57.10%</td>
</tr>
<tr>
<td>Fines &amp; Foreicts/St Atty.</td>
<td>$500,000</td>
<td>$322,687</td>
<td>64.54%</td>
<td>$302,195</td>
<td>58.11%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$42,562</td>
<td>77.39%</td>
<td>$45,466</td>
<td>113.67%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$10,701</td>
<td>35.67%</td>
<td>$10,711</td>
<td>30.60%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$760,716</td>
<td>66.27%</td>
<td>$749,963</td>
<td>67.44%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,792,247</td>
<td>69.60%</td>
<td>$1,676,138</td>
<td>68.14%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$220,000</td>
<td>88.00%</td>
<td>$202,144</td>
<td>61.26%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$513,258</td>
<td>57.03%</td>
<td>$562,340</td>
<td>68.51%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$221,313</td>
<td>38.49%</td>
<td>$307,803</td>
<td>47.35%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$7,856,734</strong></td>
<td><strong>69.27%</strong></td>
<td><strong>$7,600,341</strong></td>
<td><strong>65.41%</strong></td>
</tr>
</tbody>
</table>

**Public Safety Sales Tax** | $4,300,000 | $3,141,585 | 73.06% |
**Transportation Sales Tax** | $4,300,000 | $3,141,585 | 73.06% |

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 8 months the revenue and expense should at 66.64%*

### Expenditures

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>2015 YTD Actual</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$26,978,402</strong></td>
<td><strong>$16,977,991</strong></td>
<td><strong>62.93%</strong></td>
<td></td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 8 months the revenue and expense should at 66.64%*
# Kendall County Coroner
## July FY 2015 Monthly Report

### Case

<table>
<thead>
<tr>
<th>Date</th>
<th>Number</th>
<th>Time</th>
<th>Nature</th>
<th>Post</th>
<th>Tox</th>
<th>Location</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, July 01, 2015</td>
<td>1507154</td>
<td>3:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, July 01, 2015</td>
<td>1507155</td>
<td>10:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, July 03, 2015</td>
<td>1507156</td>
<td>2:58 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, July 03, 2015</td>
<td>1507157</td>
<td>10:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, July 03, 2015</td>
<td>1507158</td>
<td>3:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 04, 2015</td>
<td>1507159</td>
<td>7:59 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, July 07, 2015</td>
<td>1507160</td>
<td>2:12 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, July 07, 2015</td>
<td>1507161</td>
<td>7:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, July 08, 2015</td>
<td>1507162</td>
<td>1:34 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 09, 2015</td>
<td>1507163</td>
<td>10:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 09, 2015</td>
<td>1507164</td>
<td>12:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, July 12, 2015</td>
<td>1507165</td>
<td>10:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Monday, July 13, 2015</td>
<td>1507166</td>
<td>3:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, July 14, 2015</td>
<td>1507167</td>
<td>3:27 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Tuesday, July 14, 2015</td>
<td>1507168</td>
<td>10:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 16, 2015</td>
<td>1507169</td>
<td>9:37 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 18, 2015</td>
<td>1507170</td>
<td>10:28 PM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, July 21, 2015</td>
<td>1507171</td>
<td>8:38 AM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, July 22, 2015</td>
<td>1507172</td>
<td>10:05 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, July 26, 2015</td>
<td>1507173</td>
<td>3:07 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 25, 2015</td>
<td>1507174</td>
<td>2:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Monday, July 27, 2015</td>
<td>1507175</td>
<td>7:08 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Saturday, July 25, 2015</td>
<td>1507176</td>
<td>6:02 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, July 29, 2015</td>
<td>1507177</td>
<td>9:44 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 30, 2015</td>
<td>1507178</td>
<td>2:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 30, 2015</td>
<td>1507179</td>
<td>10:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 74% 20:27

### Statistics

<table>
<thead>
<tr>
<th>FY 2015 Statistics</th>
<th>State for Same Period in FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>Total Deaths......</td>
<td>179</td>
<td>178</td>
</tr>
<tr>
<td>Autopsies to Date</td>
<td>14</td>
<td>11</td>
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<tr>
<td>Toxicology Samples</td>
<td>19</td>
<td>13</td>
</tr>
<tr>
<td>Cremation Permits</td>
<td>105</td>
<td>93</td>
</tr>
</tbody>
</table>

### Coroner’s Office Personnel Update:

* Deputy Jacquie Purcell attended the Master’s Level 16 Conference at St. Louis University, School of Medicine, Division of Forensic Science, on July 20 - 23.
ORDINANCE NUMBER 2015-______

GRANTING A B-3 SPECIAL USE AT
81 BOULDER HILL PASS, MONTGOMERY
TO OPERATE A PLACE OF WORSHIP

WHEREAS, Rhonda Miller of Strong Tower of Refuge Ministries has filed a petition for a Special Use for a Place of Worship for a property located at 81 Boulder Hill Pass in the Boulder Hill Marketplace Shopping Center, (PIN # 03-05-401-003), in Oswego Township. The Place of Worship will occupy approximately 4,800 square feet in the end unit nearest to Boulder Hill Pass; and

WHEREAS, said property is currently zoned B-3 Highway Business; and

WHEREAS, said petition is to obtain a B-3 Special Use Permit to operate a Place of Worship for the Strong Tower of Refuge Ministries. This ministry is geared towards outreach, where they will be having services several days a week and providing workshops to help those in the community with various needs. Services will include Bible study, worship services, and other events; and

WHEREAS, said property is legally described as:

That portion of Section 5, Township 37 North, Range 8 East of the Third Principal Meridian, described as follows:

Commencing at the most Westerly corner of Boulder Hill, Kendall County, Illinois, Unit 1, said point being the point of intersection of the center line of Illinois State Highway No. 25 with the Southwesterly line of Boulder Hill Pass extended Northwesterly; thence S. 49' 13" 28' E. along said Southwesterly line 197.50 feet to a point of curvature; thence continuing along said Southwesterly line, being along a curve to the right, having a radius of 3171.60 feet, an arc distance of 52.50 feet to the point of beginning; thence continuing along said Southwesterly line, an arc distance of 509.69 feet to a point of compound curvature thence continuing along said Southwesterly line, being along a curve to the right, having a radius of 731.25 feet, an arc distance of 182.71 feet to a point lying 200.72 feet Northwesterly of the Northeast corner of Boulder Hill, Kendall County, Illinois, Unit 9, (as measured along the last described curb); thence S. 64' 31' 02" W. 553.54 feet to a point lying 25 feet Northerly of the Northerly 'line of Hillstone Road (as measured at right angles thereto); thence S. 07' 23' 49" E. to said Northerly line; thence S. 82' 36' 11" W. along said Northerly line 75.00 feet to the Northwest corner of said Unit 9; thence N. 84' 57' 25" W. 119.46 feet to the Easterly line of the Burlington Northern Railroad right-of-way; thence Northerly along said Easterly line being along a curve to the left, having a radius of 1050.48 feet, an arc distance of 453.80 feet; thence N. 42' 36' 23" E. 201.40 feet to a point lying 250 feet Southeasterly of the center line of Illinois State Highway No 25 (as measured at right angles thereto);
thence N. 40° 46′ 32" E. 249.56 feet to the point of beginning and containing 7.818 acres in Oswego Township, Kendall County, Illinois.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, including a recommendation for approval by the Special Use Hearing Officer on July 27, 2015; and

WHEREAS, the findings of fact were approved by the Special Use Hearing Officer as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. We believe the presence of Strong Tower of Refuge Ministries would help improve the public health, safety, comfort and general welfare of the Boulder Hill area.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Drawing more visitors to the shopping center will likely enhance traffic to other businesses like the nearby restaurant. The large existing parking lot should be able to handle increased use generated by Strong Tower Ministries operation. An occupied shopping center is typically better maintained, and generally enhances property values in the area.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is an existing shopping/professional center therefore all these considerations are already in place.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The proposed use will comply with all County regulations.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use permit will be consistent with the uses in the strip center.
WHEREAS, the Kendall County Regional Planning Commission reviewed the request on July 22, 2015 and also recommended approval by a 6-0 vote; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a place of worship in accordance to the submitted Description included as “Exhibit A” and incorporated herein subject to the following conditions:

1. This special use is granted for Strong Tower of Refuge Ministries only and shall run with the tenant. Any new Place of Worship will be required to seek a new special use approval.

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

IN WITNESS OF, this ordinance has been enacted on August 18, 2015.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
May 12, 2015

Department of Building & Planning

Dear Planning Committee,

Strong Tower of Refuge Ministries was incorporated in 2003. We are a non for profit organization seeking a special use permit for our ministry in the city of Montgomery. Our ministry is geared towards outreach, where we will be having service several days a week, and providing workshop to help those in the community with various needs.

The services we want to offer our community will be held at Boulder Hill Pass, in Montgomery IL. Our Church will offer Tuesday night Bible study, Thursday night Workshop, and Sunday morning Worship Service, as well as other events. I would like to thank you in advance you’re your consideration.

Warm regards,

Pastor Rhonda Miller
ORDINANCE NUMBER 2015 - ______

GRANTING A MAJOR AMMENDMENT TO AN A-1 SPECIAL USE AT 3485 ROUTE 126, OSWEGO TO REDUCE THE REQUIRED SETBACK FOR SALES DISPLAY OF FARM AND LAWN EQUIPMENT

WHEREAS, Daniel Philip Koukol has filed a petition for a Major Amendment to an existing Special Use for a property located at 3485 Route 126 in Oswego, (PIN #06-16-100-002 (south 18.6 acres) - partial, and 06-09-300-002 (north 80 acres) - partial), in Oswego Township; and

WHEREAS, Ordinance 97-06 granted an A-1 Special Use for a farm equipment sales and service business to Phillip, Betty & Dan Koukol; and

WHEREAS, the farm equipment business is commonly known as DK Trailer and Tractor; and

WHEREAS, said petition is to modify condition 3 in Ordinance 97-06 to reduce the setback from the Route 126 right-of-way for current sales display from 40 feet to 10 feet; and

WHEREAS, said property is legally described as:

That part of the Southwest Corner of Section 9 and that part of the Northwest Quarter of Section 16, Township 36 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of said Northwest Quarter; thence South 01° 40' 39" East, along the East Line of said Northwest Quarter, 466.05 feet to the centerline of Illinois State Route No. 126; thence South 80° 28' 31" West along said centerline, 320.0 feet; thence North 01° 40' 39" West, parallel with said East Line, 708.83 feet; thence Easterly to a point on the East line Southwest ¼ Section 9, point lying 199.09 feet North of the Point of Beginning, thence South 01° 36' 40" East, along said East Line, 199.09 feet to the point of beginning in Na-Au-Say Township, Kendall County, Illinois and containing 5.00 acres.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, including a recommendation for approval by the Special Use Hearing Officer on July 27, 2015; and

WHEREAS, the findings of fact were approved by the Special Use Hearing Officer as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. A fence currently exists along the property line. Allowing the outdoor sales display to be within 10' of the right-of-way would be consistent with other permitted businesses in the County, and
would still provide for appropriate visibility along the drive-way.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Per the applicant, the setback for outdoor display was imposed original to provide separation from a planned home on the south side of Route 126. However, plans for that have since been dropped. A reduced setback should have no impact on adjacent agricultural uses or the adjacent ServPro of Kendall County restoration business.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. A gravel pad is already in place to accommodate the proposed outdoor display. All other facilities are already in place.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. All other provisions of Ordinance 97-06 approving this Special Use shall remain in effect, as well as all other provisions of the Agricultural District unless modified in Ord. 97-06 or in this amendment to that ordinance.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. Since the Special Use is already in place, this criterion is not relevant to the amendment.

WHEREAS, the Kendall County Regional Planning Commission reviewed the request on July 22, 2015 and also recommended approval by a 6-0 vote; and

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

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a Major Amendment to Special Use Ordinance 97-06 (included as “Exhibit A” to reduce the minimum setback for current sales display (farm and landscape equipment, trailers, etc.) from forty feet (40’) contained in the original Special Use Permit to ten feet (10’), subject to the following conditions:

1. This Major Amendment to Special Use 97-06 is granted for DK Trailer and Tractor only and shall run with the tenant. Any new business will be required to seek a new special use approval per the provisions of Ordinance 97-06, which states that the Special Use Permit shall not be transferred beyond the current owner.
2. The minimum 10 foot setback shall be measured from the right-of-way of Route 126. Should additional right-of-way be needed in the future, the location of the outdoor displays shall be adjusted to maintain a minimum 10 foot setback from the new right-of-way.

3. All conditions contained in the original Special Use Ordinance 97-06 still apply except for the reduction to a 10’ setback for current sales display.

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

IN WITNESS OF, this ordinance has been enacted on August 18, 2015.

Attest:

Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman
ORDINANCE 97-06

GRANTING A SPECIAL USE PERMIT
KOUKOL TRACK
3485-A Route 128

WHEREAS, the County Board, Zoning Board of Appeals, Regional Planning Commission have held all required meetings and Public Hearing and considered the application of Phillip, Betty & Dan Koukol, filed as Special Use Petition #9630, requesting to be allowed to operate a farm equipment sales and service business on the following described property:

That part of the Southwest Corner of Section 9 and that part of the Northwest Quarter of Section 18, Township 36 North, Range 8 East of the Third Principal Meridian described as follows: Beginning at the Northeast Corner of said Northwest Quarter; thence South 01°40' 39" East, along the East Line of said Northwest Quarter, 488.05 feet to the centerline of Illinois State Route No. 128; thence South 80°28' 31" West along said centerline, 320.0 feet; thence North 01° 40' 39" West, parallel with said East Line, 708.83 feet; thence North 88 °19' 21" East, perpendicular to the last described course, 317.23 feet to the East Line of said Southwest Quarter of Section 9; thence South 01°36' 40" East, along said East Line, 199.09 feet to the point of beginning in Na-Au-Say Township, Kendall County, Illinois and containing 5.000 acres.

NOW THEREFORE, BE IT ORDAINED that the County Board does hereby approve the amended zoning from A-1 to A-1 Special Use in order to allow the Petitioner to operate an Agricultural Farm Sales and Service business on the property herein described and that said Special Use Permit hereby issued shall include the following terms and conditions:

1. That the Site Drawing of Phillip D. Young, Land Surveyor, dated October 28, 1996 is approved and incorporated as part of this Special Use Permit and made a part hereof as Exhibit "A".

2. The Zoning Administrator shall decide whether any proposed construction of a new building or other expansion of the business shall require a revised Special Use Permit.
3. A 40 foot setback from the Route 126 right-of-way and side property line is required for the current sales display.

4. A screening plan of landscaping and fencing along the east edge of the property shall be submitted for a approval to the Zoning Administrator within a month of the granting of this ordinance.

5. The Special Use Permit shall be limited to repair and sale of farm and lawn equipment.

6. Operating hours are limited to 7:00 a.m. to 6:00 p.m. on Monday through Saturday.

7. All inoperable equipment and parts shall be stored inside existing buildings. Only operable, for sale farm and lawn equipment may be stored and displayed outside.

8. Said Special Use Permit shall be subject to an annual review by the Zoning Administrator.

9. The owner has volunteered a covenant stating that the Special Use Permit shall not be transferred beyond the current owner.

IN WITNESS WHEREOF, this Ordinance has been enacted the 18th day of March, 1997.

ATTEST:

Chairman, County Board of
Kendall County, Illinois

County Clerk
ZONING PLAT OF
PART OF THE SOUTHWEST QUARTER OF SECTION 9, T36N-R8E, 3rd PM and
PART OF THE NORTHWEST QUARTER OF SECTION 16, T36N-R8E, 3rd PM
NA-AU-SAY TOWNSHIP KENDALL COUNTY ILLINOIS

Area: 5.003 acres
(4.708 acres excluding roads)
Present Zoning: A-1
Proposed Zoning: A-1 SU

Owner: Dan Koukol
1990 Collins Road
Oswego, Illinois 60543

Phillip D. Young and Associates, Inc.
11078 South Bridge Street
Yorkville, Illinois 60560

โทรศัพท์ (630)555-1800
INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this _____ day of August, 2015 by and between the VILLAGE OF MILLBROOK, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Millbrook was incorporated by act of the voters on November 5th, 2002, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 210/1 et seq.) permits units of local government to obtain or share services and to jointly contract, combine or transfer any power, privilege, function or authority among themselves, and

WHEREAS, the Local Land Resource Management Planning Act (50 ILCS 805/6) provides that a municipality and a County may enter into intergovernmental agreements for joint or compatible planning, local land resource management administration and zoning ordinance enforcement, and

WHEREAS, the Village of Millbrook adopted a Comprehensive Plan on August 22, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Millbrook have been heretofore subject to the building and zoning codes of the County of Kendall, and to the County Flood Plain, Soil Erosion and Stormwater Management Ordinances, and

WHEREAS, the parties desire to continue that relationship,

NOW, THEREFORE, it is hereby agreed as follows:

1) The above recitals are incorporated by reference as if fully set forth herein.

2) That the Village of Millbrook has by ordinance duly adopted the Zoning Ordinance of the County of Kendall, the Building Code of the County of Kendall, the Comprehensive Plan of the County of Kendall, the Subdivision Control Ordinance of the County of Kendall, the Countywide Stormwater Management Ordinances as its own and further agrees that any subsequent text amendments to said ordinances and plans as may be adopted by Kendall County from time shall be adopted and incorporated by the Village of Millbrook as its own.
3) That for the consideration of $1 the receipt and sufficiency of which is hereby acknowledged, the County of Kendall agrees to continue administering the County Ordinances for the Village of Millbrook as described in Paragraph (2) above and in accordance with the procedures attached hereto as Exhibit A and incorporated herein by reference all of which have been duly adopted by the Village of Millbrook, and apply them to all properties located within the municipal boundaries of the Village of Millbrook.

4) That the Village of Millbrook shall reimburse the County of Kendall for any actual costs incurred acting on behalf of the Village of Millbrook as provided herein. The Village of Millbrook will not be required to reimburse the County of Kendall for employee salaries or benefits.

5) The Village of Millbrook shall defend with counsel of the County's own choosing, indemnify and hold harmless the County of Kendall, its 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 attorney's fees and other legal expenses which the County, its board members, elected officials, insurers, employees and/or agents may sustain, incur or be required to pay arising in any manner out of the County's performance or alleged failure to perform its obligations pursuant to the Agreement.

6) That the Village of Millbrook shall secure, pay for and maintain throughout the period during which services are provided under this Agreement, auto liability and general liability insurance with minimum limits of coverage equal to or greater than those limits maintained by the Village on the date of the execution of this agreement attached hereto as Ex. B and incorporated herein by reference. The Village's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by the County or the County's employees, arising out of the County's performance or alleged failure to perform its obligations pursuant to this Agreement. The Village's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. A certificate of insurance evidencing the required coverage and the appropriate additional insurer's endorsement shall be furnished to the County upon execution of this Agreement. Such insurance shall be modifiable or cancelable only upon written notice by registered mail, mailed to the County at least ninety (90) days in advance of such modification or cancellation. The Village shall furnish a copy of its insurance policies for examination by the County at any time upon demand of the County.

7) That this Agreement shall be for a term of one (1) year, commencing on the date of execution hereof, subject to annual renewal by the parties at least 30 days before the anniversary date each year, said renewal to be in writing.

8) This Agreement may be terminated by either party upon 30 days' written notice to the other party.

9) 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.

10) 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.

11) The County of Kendall and the Village of Millbrook each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

12) This Agreement shall be construed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason such invalidations shall not render invalid other provisions which can be given effect without the invalid provision.

13) Any notice from either party to the other party hereto shall be in writing and shall be deemed served if mailed by prepaid certified mail addressed as follows:

Kendall County Administrator  
111 West Fox Street  
Yorkville, Illinois 60560  

Village of Millbrook  
PO Box 51  
Millbrook, Illinois 60536

VILLAGE OF MILLBROOK
BY:  
Village President- Jackie Kowalski

ATTEST: ________________________
Village Clerk

COUNTY OF KENDALL
BY: _____________________________
Chairman of Kendall County Board

ATTEST: _________________________
Kendall County Clerk

-3-
Exhibit A

Procedure for Processing Zoning & Subdivision Cases
For The Village Of Millbrook
Under County/Municipal Intergovernmental Agreement

Under the terms of the intergovernmental Agreements executed between the Village of Millbrook and Kendall County, the County PBZ staff as well as the Kendall County ZPAC, Concept Review Committee, Regional Planning Commission, Zoning Board of Appeals, and Hearing Officer will serve as the municipal staff and the municipal recommending bodies in providing the Village Board with recommendations on applications for zoning map amendments, Special Uses, subdivision plat approvals and zoning variance requests involving properties within the corporate boundaries or proposed for annexation into the corporate boundaries of these two municipalities. In each instance, the Village Board of the municipality shall be responsible for acting on the recommendations supplied and adopting any related ordinances approving such requests. The following outline shall be followed when filing and processing such applications:

1. Pre-Application Meeting:
   Prior to the submission of any applications, the petitioner shall schedule a joint “pre-application” meeting with County staff and representatives of the affected municipality to review the proposed request and provide preliminary feedback as well as guidance regarding the steps involved in the processing of the application.

2. Filing of an Application:
   a.) Using the applicable application forms and handouts provided by the County, the petitioner will submit the requisite number of copies of application and supporting documents and plans along with all required fees to the Kendall County Planning Building and Zoning Department (PBZ).
   b.) Simultaneously to that filing, the applicant shall forward an original copy of the application forms along with a copy of all related plans and supporting documents to the Village Clerk of the affected municipality for creation of the Village’s Official file on the matter.

3. Review and Processing of Zoning Map Amendments and Special Uses:
   a.) Zoning Map Amendments and Special Uses, shall first be forwarded to the Zoning and Platting Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
   b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
Exhibit A

c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.

d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.

e.) All notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

f.) The County shall forward copies of the agenda, staff report and minutes of the ZPAC meeting to KCRPC as well as the Clerk of the affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion the Official Village file.

g.) The County shall post copies of the agenda as required per County policies.

h.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.

i.) Following review and recommendation by the Regional Plan Commission, petitions involving a zoning map amendment shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the zoning matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.

j.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

k.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.

l.) The County shall forward copies of the agenda, staff report and copy of the minutes of the KCRPC meeting to the ZBA as well as to the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

m.) The County shall post copies of the ZBA agenda as required per County policies. The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
Exhibit A

n.) If the application involves a request for a Special Use, the petition shall be forwarded to the next available meeting of the Kendall County Special Use Hearing Officer (SU/HO) for the conduct of the formal Public Hearing on the Special Use as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.

b.) All required notices required per State Statute and the County Zoning Ordinance shall be mailed and posted prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

p.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.

q.) The County shall forward copies of the agenda, staff report and minutes of the KCRPC meeting to SU/HO as well as the Clerk of affected municipality for filing along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

r.) The County shall post copies of the agenda as required per County policies.

a.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.

t.) Following review and recommendation by the ZBA and/or the SU/HO, PBZ staff will forward to the appropriate Village Board a report summarizing all of the recommendations and actions taken by each of the review and recommending bodies along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.

u.) Along with the report, PBZ staff will prepare a draft ordinance approving the requested map amendment or Special Use for action by the Village Board. The summary report and draft ordinance in addition to a copy of the minutes of the ZBA and/or SU/HO meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.

v.) In the event a related annexation hearing is required, the Clerk shall coordinate with the applicant to insure proper notice has been supplied and shall be responsible for the preparation and posting of Board’s Agenda.

w.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.

x.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
Exhibit A

4. Review and Processing of Preliminary and Final Subdivision Plats:
   a.) Preliminary and/or Final Plats shall first be forwarded to the Zoning and Plating Advisory Committee (ZPAC) for review and recommendation. In addition to the regular attendees of the County’s ZPAC Committee, representatives from the affected municipality will be invited to participate as sitting members of the committee.
   b.) The PBZ staff will prepare a preliminary staff report and schedule the matter for review at the next available ZPAC meeting.
   c.) The County will prepare and post the required agendas and will forward a copy of the agenda and staff report to the ZPAC members and the affected Village Clerk for filing of the report and posting of the agenda in an approved municipal location.
   d.) After review by ZPAC, their recommendation shall be forwarded to the next available meeting of the Kendall County Regional Plan Commission (KCRPC) for conduct of a public meeting, review and recommendation.
   e.) All required notices required per the Kendall County Zoning Ordinance and Plan Commission By-Laws shall be mailed and published prior to the meeting by the petitioner.
   f.) The County shall forward copies of the agenda, staff report and a copy of the minutes of the ZPAC meeting to the KCRPC as well as the Clerk of affected municipality along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application for inclusion in the Official Village file.
   g.) The County shall post copies of the agenda as required per County policies.
   h.) The Village clerk shall also be responsible for posting of the agenda in an approved municipal location.
   i.) Following review and recommendation by the KCRPC, PBZ staff will prepare a report to the appropriate Village Board summarizing all of the recommendations and actions taken by each of the review and recommending bodies.
   j.) In addition to the summary the report, PBZ staff will prepare a draft ordinance approving the requested Preliminary and/or Final Plat for action by the Village Board. The summary report and draft ordinance shall NOT be forwarded to the appropriate Village Clerk for scheduling of the matter for action by the Village Board until such time as formal approval of the related preliminary and/or final engineering plans and or other supporting documents or agreements has been granted.
   k.) Once these approvals are received, PBZ staff will forward the summary report and draft ordinance in addition to a copy of the minutes of the KCRPC meeting to the appropriate Village Clerk along with copies of any revised plans, documents or supporting information submitted by the petitioner in support of the application.
Exhibit A

1. The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.

m.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.

n.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.

5. Review and Processing of Zoning Variance:

a.) Zoning Variances shall be forwarded to the next available meeting of the Kendall County Zoning Board of Appeals (ZBA) for the conduct of the formal Public Hearing on the matter as well as a review of the findings of fact and development of a recommendation to be submitted to the Village Board for their consideration and action.

b.) All notices required per State Statute, the County Zoning Ordinance and ZBA By-Laws shall be mailed and published prior to the meeting by the petitioner. Copies of the notices shall be supplied by the petitioner to both the county and affected municipality for inclusion in the related case files.

c.) The County shall be responsible for posting of the hearing sign on the affected property at least 15 days prior to the hearing.

d.) The County shall prepare and forward copies of the agenda and staff report to the ZBA as well as the Clerk of affected municipality for filing along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application.

e.) The County shall post copies of the agenda as required per County policies.

f.) The Village Clerk shall also be responsible for posting of the agenda in an approved municipal location.

g.) Following review and recommendation by the ZBA, the PBZ staff will forward a report summarizing the findings and recommendations made by ZBA along with copies of any related plans, documents or supporting information submitted to the county by the petitioner in support of the application. Along with the report, PBZ staff will prepare a draft ordinance approving the variance for action by the Village Board.

h.) The summary report, draft ordinance and minutes of the ZBA meeting shall be forwarded to the appropriate Village Clerk for filing and scheduling of the matter for action by the Village Board at the next available Board meeting.

i.) The Village Clerk shall be responsible for the preparation and posting of Board’s Agenda.
Exhibit A

j.) Following action by the Village Board, the Village Clerk shall submit certified copies of any ordinances adopted by the Board in approving the request, to the County Clerk for recording.

k.) The Village Clerk shall also submit a copy of the ordinance(s) to the PBZ office for inclusion in the related case file.
KENDALL COUNTY
ZONING BOARD OF APPEALS MEETING
111 WEST FOX STREET, Room 209 and 210
YORKVILLE, IL 60560
July 27, 2015 – 7:00 p.m.

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) and Dick Thompson
Members absent: Dick Whitfield, Tom LeCuyer
Also present was: Mike Hoffman-Teska Associates, Inc.
In the audience:

MINUTES
Chairman Mohr asked if there were corrections. Mr. Thompson noted a couple grammatical corrections, and a voting correction. Motion to approve April 27, 2015 corrected minutes by Karen Clementi, seconded by Donna McKay.
Approved 5-0.

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 Mr. Kritzberg wants to build a garage in his front yard. His property slopes back to Blackberry Creek. The petitioner wants to locate the garage within six feet of the right-of-way which would be closer than the normal setback for structures. Staff has proposed three other locations besides the location requested by the petitioner. The first two sites, A and B, would not require variances. Site A was rejected by petitioner as he would like to divide his property into another lot sometime in the future. Site B was rejected by the petitioner due to a significant amount of landscaping and underground utilities being present. Site C would require a variance but would be about thirty feet back from the right-of-way. This would be consistent with some of the other buildings in the area. Site C would be staff’s recommendation. Petitioner did not like staff’s proposal and wished to stay with his original proposal. The County is currently awaiting comment from the United City of Yorkville as the property is surrounded by Yorkville and may be annexed by them in the future. Mr. Hoffman stated it would be ready by the next meeting. Yorkville staff was comfortable with County staff’s recommendation.
Chairman Mohr stated that as he has known Mr. Kritzberg for a long time. Due to his personal relationship he will recuse himself from any discussions and voting; however, he will do his duty as Chairman to bring the vote to the Zoning Board of Appeals. He then asked if there were any additional questions for staff before opening the meeting for public comment.

Ms. Clementi asked if it was possible to get a GIS map for the next meeting for the Zoning Board of Appeals. Mr. Hoffman stated he would inquire.

Ms. McKay asked if staff was aware of Yorkville setback requirements. Mr. Hoffman stated as it was not zoned in the City he could not give a definitive answer. He continued that adjacent properties were typically zoned residential which required a forty feet setback. He finished that the County’s required setback for this property is fifty feet.

Chairman Mohr opened the meeting for public testimony. Chairman Mohr noted that staff spoke to Mr. Krtizberg and told him he did not have to attend the meeting as it would be continued.

Ms. McKay made a motion to continue the public hearing to the next meeting. Mr. Cherry seconded. Approved 5-0.

REVIEW PBZ APPROVALS BY COUNTY BOARD & CHANGES – No changes

NEW BUSINESS/OLD BUSINESS –

Ms. Clementi spoke on the trailer from case 15-10: Frank Schmalz. It has been moved and some lawn care has been undertaken. She asked for an update from staff. Mr. Hoffman stated that he Mr. Schmalz is currently looking into moving the trailer into the backyard and has gotten his truck operating.

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

ADJOURNMENT OF THE ZONING BOARD OF APPEALS - Next meeting will be on August 31, 2015.

Ms. McKay made a motion to adjourn the Zoning Board of Appeals meeting, Ms. Clementi seconded the motion. Chairman Randy Mohr adjourned the Zoning Board of Appeals meeting at 7:12 p.m.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator
KENDALL COUNTY
SPECIAL USE HEARING OFFICER
111 WEST FOX STREET, Room 209 and 210
YORKVILLE, IL 60560
July 27, 2015 – 7:00 p.m.

CALL TO ORDER - SPECIAL USE HEARING OFFICER
At 7:12 p.m., Chairman Wally Werderich called the Special Use Hearing Officer meeting to order.

ROLL CALL
Member present: Walter Werderich, Special Use Hearing Officer; Mike Hoffman, Teska Associates
In the audience: Rhonda Miller, Strong Tower of Refuge Ministries; Dan Koukol; Randy Mohr; Brad Blocker, Na-Au-Say Township Supervisor; Scott Cherry; Karen Clementi

MINUTES
Wally Werderich approved the June 1, 2015 Special Use Hearing Officer Meeting minutes as written.

Hearing Officer Werderich introduced himself and explained how the meeting will be conducted. He then swore in all members of the audience that wished to talk about the special uses.

PETITIONS
1. 15-11 Rhonda Miller/Strong Tower of Refuge Ministries
   Request: Special Use to allow a place of worship in a B3 Zoning District
   Location: 81 Boulder Hill Pass, Montgomery (Boulder Hill)
   Purpose: To allow the ministry to lease space in the existing shopping center.

Mr. Hoffman stated that the location is in the Boulder Hill Market Place. Mr. Hoffman noted that another church opened up in the same area a few months ago. The leased space contains 4,800 square feet. Staff sees no problem with parking. The Ministry is not a traditional church in that the focus is more on outreach. Therefore, there would be more small activities all week long. He stated that both the Zoning and Platting and Advisory Committee (ZPAC) and the Kendall County Regional Planning Commission (KCRPC) had reviewed the case and had no concerns. There was discussion about ancillary functions like daycare and drug rehab; however the petitioner stated they were not planning to undertake either. There were no conditions placed by the KCRPC. He stated staff only recommended one condition; Special Use would run with the petitioner so if a new place of worship came in they would have to go through the process again. With that he concluded that staff has no objections with the proposed use.

Ms. Miller reiterated that she was not planning on doing daycare or drug rehabilitation. She stated that they are a non-denominational and outreach ministry that focuses on developing spirituality. As a resident of Montgomery, she wanted to do something in her own area. The outreach activities include: worship services on Sunday, bible study, training services, prayer seminars, and empowering mental and physical wholesome in family relationships. She stated that they were looking to outreach to youths as her own son grew up in the area. She has spoken to Frank Johnson, another pastor in the area, and they are working to coordinate services to avoid conflicts and enhance services. She wanted to have a truly diverse church with a community focus.

SUHO 7.27.15 Page 1
Mr. Werderich asked how many people the petitioner was expecting to attend services. Ms. Miller stated they were only twenty-two people currently. She stated that fifty people would be wonderful, but she was not looking at large numbers.

Mr. Werderich asked about specific activities. Ms. Miller stated she wanted worship services, prayer meetings, a women’s club with a two-day seminar with a luncheon or tea afterwards. Mr. Werderich asked about current hours of operations and then ideal vision. Ms. Miller stated that on Tuesdays and Thursdays would be bible study, and then perhaps once a month a special event from 11 am to 2 pm. Sunday school would start from 9:30 am to 10:30am, and worship from 10:30 am to 11:45 am. Ms. Miller stated that there are three suites and that at full potential she may use them for: one for worship room, one for bible studies, one for youth and one for adults. She stated that she may use one of the rooms as an overflow room, and perhaps a second service.

Mr. Werderich opened the public hearing for audience members’ comments.

Mr. Mohr asked if there were restrooms in the facility. Ms. Miller stated there are three restrooms, one of which was handicap accessible.

Mr. Werderich closed the public hearing for audience members’ comments.

Special Use Hearing Officer Werderich reviewed the Findings of Fact for a special use as follows:

§ 13.08.J of the Zoning Ordinance outlines findings that the Hearing Officer must make in order to grant a special use. The petitioner has answered as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. We believe the presence of Strong Tower of Refuge Ministries would help improve the public health, safety, comfort and general welfare of the Boulder Hill area.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Drawing more visitors to the shopping center will likely enhance traffic to other businesses like the nearby restaurant. The large existing parking lot should be able to handle increased use generated by Strong Tower Ministries operation. An occupied shopping center is typically better maintained, and generally enhances property values in the area.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. This is an existing shopping/professional center therefore all these considerations are already in place.
That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. The proposed use will comply with all County regulations.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This special use permit will be consistent with the uses in the strip center.

Wally Werderich made a favorable recommendation with the above findings of fact and the condition that staff has recommended; that being the zoning runs with the tenant instead of the land. This will be moved onto the Planning, Building, and Zoning Meeting Committee Monday, August 10 at 6:30pm.

2. 15-12 Dan Koukol
Request: Major Amendment to Special Use
Location: 3485 Route 126 in Na-Au-Say Township, approximately ¼ mile west of Schlapp Road
Purpose: To allow outdoor display (trailers) to be located within front yard setback. Current condition of special use is they must be setback 40'. Request is zero setback.

Mr. Werderich swore in all audience members who wanted to speak on the subject.

Mr. Hoffman stated that Mr. Koukol has had a special use permit to operate a business on the premise. He sells used farmed equipment. At that time it was approved in 1997, there was a forty feet setback required for display of any equipment for sale. From Mr. Koukol's previous statements, that was due to a home possibly being built across the street. That home was never built. He wants to move the equipment forward for better marketing. Petition was to reduce to zero. After reviewing the current code, business zoning has a ten feet setback for displaying equipment. The petitioner is comfortable with ten feet. Na-Au-Say Township is recommending against it; Brad Blocker, Township Supervisor, is also present. Mr. Hoffman summarized their comments: the township felt that due to the rate of speed and visibility of passing motorists that the current setback was appropriate. In addition, they noted that the Township has received complaints of the subject parcel in the past. Staff recommends approval at ten feet.

Mr. Werderich asked Mr. Koukol the purpose of his desire to reduce the setback. Mr. Koukol stated that he wants to use the thirty feet for display as the speed of traffic on Route 126 necessitated it. Marketing is his largest expense. Mr. Koukol stated he was fine with the ten feet setback. He understands that his business may not be the most attractive but that he serves many customers in the area.

Mr. Werderich asked staff about the business to the east with the forty feet setback and how that related in regards to building. Mr. Hoffman stated the building most likely met the hundred feet setback of agricultural zoning, but they did not use any outdoor display. They were mostly a service business.

Mr. Werderich asked staff on the status of the home that was to be built. Mr. Hoffman stated that it is just a farm field today.

Mr. Werderich opened the public hearing for audience members’ comments.
Mr. Blocker stated that the County has Na-Au-Say Township’s concerns and would be open to any questions about those concerns. Mr. Werderich thanked him, and asked staff to add their concerns to the record so it would follow along with the petition.

Mr. Koukol stated that he felt there were other comments made at the Township that were not in the record. Mr. Werderich asked if Mr. Koukol was comfortable with staff recommendation. He responded in the affirmative.

Mr. Werderich closed the public hearing for audience members’ comments.

Special Use Hearing Officer Werderich reviewed the Findings of Fact for a special use as follows:

§ 13.08.J of the Zoning Ordinance outlines findings that the Hearing Officer must make in order to grant a special use (or in this case a Major Amendment to the Special Use). These findings should be related to the requested amendment to the special use to allow the sales display closer to Route 126. Staff has answered as follows:

*That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. A fence currently exists along the property line. Allowing the outdoor sales display to be within 10’ of the right-of-way would be consistent with other permitted businesses in the County, and would still provide for appropriate visibility along the drive-way.*

*That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. Per the applicant, the setback for outdoor display was imposed original to provide separation from a planned home on the south side of Route 126. However, plans for that have since been dropped. A reduced setback should have no impact on adjacent agricultural uses or the adjacent ServPro of Kendall County restoration business.*

*That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. A gravel pad is already in place to accommodate the proposed outdoor display. All other facilities are already in place.*

*That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. All other provisions of Ordinance 97-06 approving this Special Use shall remain in effect, as well as all other provisions of the Agricultural District unless modified in Ord. 97-06 or in this amendment to that ordinance.*
That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. Since the Special Use is already in place, this criterion is not relevant to the amendment.

Wally Werderich made a favorable recommendation with the above findings of fact and the conditions that staff has recommended; that setback for outdoor sales display be reduced to ten feet. This will be moved onto the Planning, Building, and Zoning Meeting Committee Monday, August 10 at 6:30pm.

REVIEW OF PetITIONS THAT WENT TO COUNTY BOARD
15-08 Gary and Linda Heap - Passed by County Board on 6.16.15

NEW BUSINESS/OLD BUSINESS
None

ADJOURNMENT- Next meeting will be on August 31, 2015. Chairman Werderich adjourned the Special Use Hearing Officer meeting at 7:43 p.m.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Project Coordinator
KENDALL COUNTY, ILLINOIS
PUBLIC SAFETY COMMITTEE
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, August 10, 2015
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30 a.m. and led the Pledge of Allegiance.

Committee Members Present: Bob Davidson - yes, Matthew Prochaska – here, John Purcell - yes. With three members present, a quorum was established. Scott Gryder (arrived at 8:55 a.m.).

Committee Members Absent: Judy Gilmour (excused)

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Assistant EMA Director Tracy Page, Jim Smiley, Coroner Ken Toftoy

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

Approval of Minutes - Member Davidson made a motion to approve the July 13, 2015 meeting minutes, second by Member Purcell. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report – Sheriff Baird informed the committee that Director Farris has resigned, and that Lynette Bergeron will be serving as interim Director.

Coroner’s Report – Coroner Toftoy reviewed the monthly report with the committee.

EMA Report – Assistant Director Page reported:

JULY:
- 8 IESMA Meeting
- 9 Newark Weather and Siren Policy meeting
- 8-9 HSEEP class held at the KC Health Department
- 11 UPC 6 visit to Yorkville Library
- 23-27 Sugar Grove Corn Boil
- 29-Aug 2 KC Fair
- 21 Monthly KCEMA meeting
- 28 Dresden Nuclear Drill
Siren, STARCOM and WSPY EAS testing continues to be conducted on the first Tuesday morning of each month.

**Sheriff**

> **Records Division** – Undersheriff Martin provided statistics for the month of July:

- **Sheriff Sales**: 51 Sales Scheduled, 30 Sales Cancelled, 21 Sales Conducted
- **Papers Served**: 121, **Replevins**: 0, **Subpoena/FOIA Requests**: 135
- **Warrants**: 1,773 on file, 131 new warrants issued, 106 warrants served, and 11 warrants quashed
- **Evictions**: 17 scheduled, 10 cancelled and 7 conducted
- **Fees**: $9,768.00 Civil Process, $15,600.00 Sheriff Sales, $170.00 Records/Fingerprinting, and $880.92 Bond Processing for a total of $26,418.92 received by the Records Division for the month of July 2015

> **Corrections Division** – Undersheriff Martin provided the following statistics for the month of July: 261 new intake bookings, 249 inmates released, and the average daily population was 126.

The Food Service Management Section prepared 10,940 meals at a cost of $0.95 per meal. Total medical billing for July was $18,450.18.

There were 113 **Inmate Transports**: 51 to/from County courthouse, 2 other County court transports, 32 Out of County prisoner pickups, 4 to ID.O.C., 13 medical/dental transports, and 11 juvenile transports to/from youth homes/courts.

The Corrections Division housed 61 inmates for other jurisdictions within the month and invoiced $69,420.00 for their confinement.

> **Operations Division** – Chief Deputy Koster reported the following statistics for the month of July:

- **Police Services**: 806 calls for service, 293 police reports, and a total of 149 arrests
- **Traffic Services**: There were 715 traffic contacts, 369 traffic citations issued, 5 DUI arrests, 0 Zero Tolerance
- **Traffic Crash Investigations**: 28 property damage investigations, 14 personal injury accidents, and 0 fatalities for a total of 42 crash investigations.
Vehicle Usage: 68,974 total miles driven, $8,574.56 vehicle maintenance expenditures, and $13,026.68 in fuel expenditures.

Auxiliary Deputies: 0 training/meeting hours, 42.5 ride-a-long hours, 0 auxiliary hours for a total of 42.5 auxiliary hours.

Evidence/Property Room: 145 new items into property room, 62 disposal orders processed, 143 items disposed of, 74 DVD/VHS copy requests, 19 items sent to crime lab for processing, and 6 items processed by evidence custodian.

Investigation/COPS Activities: 50 total cases assigned, 26 cases closed, 90 current open cases, 10 sex offender registrations, 5 sex offender registration checks, 1 violent offender against youth, and 14 community policing meetings/presentations.

Human Resources: 0 terminations, 1 resignation, 1 new hire and 3 New Worker’s Comp

Total KSCO Training Hours: 57.5

Corrections Division: 72 hours KSCO SRT Training

Operations Division: 8 hours Responding to School Drug Impairment, 8 hours Basic Background Investigation, 16 hours Rescue Task Force MABAS Division 3, 24 hours ICAC, 7.5 hours LEADS less than Full Access, 352 Rapid Deployment, for a total of 415.5 hours

Court Security: 8 hours Rapid Deployment

Corrections/Operations/Court Security Combined Training: 72 hours of KSCO SRT Training

Records Division: 6 hours Transition from Staff to Supervisor

➢ Court Security Division – Undersheriff Martin reported 16,301 entries, 6,947 items x-rayed, 55 bond calls, 83 items of contraband refused, and 30 arrests made at the courthouse.

Facilities Management Report – Jim Smiley reported the move of the Civil Process Division was successfully moved to the Courthouse last week. Mr. Smiley also said that the second round of preventative maintenance was performed to the Sheriff’s office UPS. Sheriff Baird stated the move for the Civil Process Division should make the process of filing more convenient for citizens that need to file with the this office and the Circuit Clerk’s office. Mr. Smiley informed the committee that an inmate from DeKalb scratched the windows in his cell, and that the cost for replacing the windows would be approximately $4000. Discussion on recouping some of the cost from DeKalb County, the purpose of the windows for security purposes, restitution from the inmate that caused the damage, and that the windows are for the observation of the inmate by Sheriff’s
Corrections Deputies, not for the inmate to see out. Further discussion will take place at the September Facilities Management meeting.

**Old Business**

➢ *Security System Update* – Discussion on the next steps with the proposed quality based selected vendor Dewberry. Mr. Smiley said that he has contacted them for their proposed contract and will continue to update the committee on the progress.

**New Business** – none

**Executive Session** – None needed

**Public Comment** – None

**Action Items for County Board**

**Adjournment** – Member Gryder made a motion, second by Member Prochaska to adjourn the Public Safety Committee meeting at 9:15 a.m. *With all in agreement, the meeting adjourned.*

Respectfully Submitted,

Valarie McClain
Administrative Assistant
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:00a.m.

ROLL CALL
Committee Members Present: Lynn Cullick – here, Judy Gilmour – here

Chair Cullick appointed Matthew Prochaska as a committee member to form a quorum, second by Member Gilmour. With all in agreement, the motion carried, and a quorum was established.

Member Purcell arrived at 9:05a.m.

Committee Members Absent: Dan Koukol, John Shaw

Board Members Present: Matthew Prochaska

Others present: Jody Bates-Crable, Glenn Campos, Stan Laken, Kevin Owen, Jim Pajauskas, Jim Smiley, and Jeff Wilkins

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

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the June 23, 2015 meeting minutes, second by Member Prochaska. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE

    CBIZ and BCBS - Claims Review – Jim Pajauskas provided background on meetings between himself, Jody Bates-Crable, Kevin Owen, Jeff Wilkins and Glenn Campos to review the counties BCBS claims. Kevin Owen reviewed the findings, provided a summary of the PPO and HMO Reviews, and reviewed the benefits of involvement in the Prime Therapeutics prescription service.

COUNTY ADMINISTRATOR – Jeff Wilkins reviewed the June and July monthly reports with the committee. The employee picnic has been scheduled for September 18, 2015 at 11:30a.m. at Meadowhawk Lodge in the Hoover Forest Preserve. More details to come from Glenn Campos. Mr. Wilkins also said that Wellness screenings have been scheduled for September 24, 2015 at the Health Department, WIC Classroom.
DEPARTMENT HEADS AND ELECTED OFFICIALS – Jim Smiley gave the committee an update on the design plans for the proposed memorial garden. He reported that he had discussions with the snowplow vendor, who owns an excavating company, and volunteered to do the excavating work at no cost, the landscaper will donate mulch at no cost, and County Board member Jeff Wehrli will donate flagstone to the project. Mr. Smiley stated that the estimated cost is greatly reduced to approximately $1000 with only minor installation and plant purchase costs.

EXECUTIVE SESSION - Member Prochaska made a motion to enter into Executive Session 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), and for the purpose of collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees 5 ILCS 120/2 (c) (2), second by Member Gilmour.

Roll Call: Member Cullick - yes, Member Gilmour - yes, Member Purcell – yes, Member Prochaska - aye. With all members present voting aye, the committee entered into Executive Session at 10:11a.m.

Committee Members Absent: Dan Koukol, John Shaw

Others Present: Jeff Wilkins, Glenn Campos, Stan Laken, Scott Koeppel (Technology Director Candidate)

Member Gilmour left the meeting at 11:00a.m.

Member Prochaska made a motion to reconvene in Open Session, second by Member Cullick. With all in agreement, the committee reconvened in Open Session at 11:14a.m.

RECOMMENDATION FOR APPOINTMENT OF TECHNOLOGY SERVICES DIRECTOR – Discussion on the candidates interviewed, qualifications, expectations and availability.

NEW BUSINESS

➢ Employee Picnic and Other Options – There was discussion on possibly using a different catering vendor and a different menu for this year’s picnic. The HR Coordinator will be instructed to conduct a comparison of other vendors and report back at the September 3, 2015 Admin HR meeting.

OLD BUSINESS

ACTION ITEMS FOR COUNTY BOARD

➢ Recommendations for Approval of the Appointment of Technology Services Director
ITEMS FOR COMMITTEE OF THE WHOLE

- Memorial Garden Proposal

PUBLIC COMMENT – None

ADJOURNMENT – Member Prochaska moved to adjourn the meeting at 11:22 a.m., Member Purcell seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
HIGHWAY COMMITTEE MINUTES

DATE: August 11, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, Scott Gryder, Judy Gilmour, and Matt Prochaska
STAFF PRESENT: Fran Klaas, Andy Myers, John Burscheid
ALSO PRESENT: Kelly Farley

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

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

Motion Gilmour; second Prochaska to approve the Highway Committee minutes from the July 14, 2015 meeting. Motion carried unanimously.

The Committee discussed the proposed use of Newark Road as a detour route during the reconstruction of 3 bridges on Route 52. Wehrli stated that he would be much more comfortable allowing IDOT to detour traffic during spring and summer months as opposed to winter months. Committee also discussed the issuance of overweight permits. Gilmour asked why IDOT couldn’t use a shorter detour; but all of the other potential detour routes were township highways that probably weren’t capable of handling the additional traffic. She thought that IDOT should stage the construction and eliminate the detour route. Prochaska pointed out that the letter stated IDOT would pay for any damage to the detour route roadway. Klaas indicated that documenting damage is difficult and is almost always an argument at the end of the project. Prochaska was not inclined to approve the detour route as proposed. Koukol and Gryder thought that allowing the detour route on Newark Road would be acceptable as long as there was a stipulation to have the detour during the spring and summer months. It was also discussed that intermodal containers would not be allowed on Newark Road, as both the State’s Attorney and County Engineer believe that these are divisible loads.

City of Yorkville will hold a public hearing for a proposed development at Fountainview, immediately north of the Highway Department property. The Committee discussed the fact that the County has never been paid the $60,000 owed from a 2008 agreement, wherein the Highway Department removed a storage building and dedicated additional right-of-way to facilitate development of the Fountainview site. Prochaska volunteered to attend the public hearing to make sure that the developer and the City of Yorkville are aware that the $60,000 is still owed to the County. Gryder and Wehrli indicated that the County will be a legal objector unless the money owed is paid in full.

A resolution to approve the low bid of Corrective Asphalt Materials to apply crack filler on various county highways in the amount of $94,501 and to apply a restorative sealer in the amount of $222,950 was presented to the Committee. Motion Koukol; second Gilmour to recommend approval of the resolution to the County Board. Motion approved unanimously.
The County Engineer presented a revised overweight / overdimension permit schedule to the Committee. It provides for the issuance of limited continuous permits for overdimension and overweight vehicles, subject to certain conditions. The schedule and fees are based on the conditions and fees for State permits. Wehrli indicated that he would like the Highway Department to check on the fees for State permits to see if the County’s fees are still consistent with what the State charges. Motion Gryder; second Koukol to recommend approval of the revised schedule to the County Board. Motion approved unanimously.

A summary of the proposed property tax levies for the FY 16 budget was presented to the Committee. The aggregate levy has not increased at all over the past 6 years. Koukol indicated that he would like to attend the presentation of the Highway Budgets to the Finance Committee. Wehrli asked whether the Transportation Sales Tax revenues were up or down. Klaas indicated that they are slightly up over last year’s revenues, even though the price of gas has gone down.

The proposed Surface Transportation Multi-Year Program was presented to the Committee. It includes nearly $50 million worth of road and bridge projects programmed over the next 5 years. The County Engineer discussed specifics of certain projects, and also the idea of setting aside the approximate $500,000 annual STR monies for future Eldamain Road construction. Prochaska asked if the federal money could be “swept” if we weren’t spending it; but Klaas didn’t think that could happen after discussing the matter with IDOT. Koukol requested that this matter be moved to the September meeting to allow the Committee more time to review the program. In the meantime, the Committee would like to have the draft plan published on the County’s web site for review; and also have local municipalities notified of the proposed program.

Chairman Koukol reported that signing had been changed at Old Ridge Road, but thought than a Dead End sign should be installed. He also indicated that some of the residents aren’t very supportive of IDOT’s plan to remove the stop signs on Route 126 at this location.

Klaas presented an Agreement with AT&T to the Committee. Said agreement covers any work to be done on AT&T facilities that cross Eldamain Road about 1 mile south of Galena Road. State’s Attorney has reviewed the agreement, and it will be on the COW and County Board agenda.

Motion Koukol; second Wehrli to forward Highway Department bills for the month of August in the amount of $434,263.98 to the Finance Committee for approval. Motion carried unanimously.

Gryder requested update on Little Rock & Galena Road project. Klaas discussed the current status of the project, which will be focused on a safety improvement of the south leg of that intersection, including correction of the horizontal curves.

Meeting adjourned at 4:57P.M.

Respectfully submitted,

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

1. Resolution approving the low bid of Corrective Asphalt Materials to place crack filler on various county highways in the amount of $94,501; said funds to be taken from the Transportation Sales Tax Fund.

2. Resolution approving the low bid of Corrective Asphalt Materials to place a restorative seal on various county highways in the amount of $222,950; said funds to be taken from the Transportation Sales Tax.

2. Revised schedule of fees for Overweight / Overdimension Permits issued on Kendall County Highways.
KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on August 7, 2015 on the following listed project:

Crack Filling, Various Routes, the low bid of Corrective Asphalt Materials in the amount of $94,501.00

Restorative Seal, Various Routes, the low bid of Corrective Asphalt Materials in the amount of $222,950.00

NOW, THEREFORE, BE IT RESOLVED, that the County Board of Kendall County award the above listed projects to the low bidder as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.

________________________________________
John Shaw - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 18th day of August, 2015.

________________________________________
Debbie Gillette - County Clerk
## TABLE 1. OVERDIMENSION FEE CATEGORIES

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>A</th>
<th>B</th>
<th>C</th>
<th>D</th>
<th>E</th>
</tr>
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<tbody>
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<td>Maximum Width</td>
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<td>12'</td>
<td>14'</td>
<td>18'</td>
<td>&gt;18'</td>
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<tr>
<td>Maximum Height</td>
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<td>14'-6&quot;</td>
<td>15'</td>
<td>16'</td>
<td>&gt;16'</td>
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<tr>
<td>Maximum Length</td>
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<td>85'</td>
<td>100'*</td>
<td>120'</td>
<td>&gt;120'</td>
</tr>
<tr>
<td>Single or Round Trip Fee</td>
<td>$12</td>
<td>$15</td>
<td>$25</td>
<td>$30</td>
<td>$50</td>
</tr>
<tr>
<td>Limited Continuous Operation (Quarterly Fee)</td>
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<td>$150</td>
<td>$250 **</td>
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<tr>
<td>Limited Continuous Operation (Annual Fee)</td>
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<td>$600</td>
<td>$1000 **</td>
<td>N/A</td>
<td>N/A</td>
</tr>
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</table>

* Mobile home combinations greater than 85' long, use Category D  
** Includes Mobile Homes up to and including 16' wide, 15' high and 115' long. Also includes trusses up to 115' long.

## TABLE 2. OVERWEIGHT FEE CATEGORIES‡

<table>
<thead>
<tr>
<th>CATEGORY</th>
<th>F</th>
<th>G</th>
<th>H</th>
<th>I</th>
<th>J</th>
<th>L</th>
<th>M</th>
<th>N</th>
<th>O</th>
<th>P</th>
<th>Q</th>
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<td>Total Axles</td>
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<td>6 or more</td>
<td>6 or more</td>
<td>6 or more</td>
<td>5</td>
<td>5</td>
<td>4 or more</td>
<td>4 or more</td>
<td>3 or more</td>
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<tr>
<td>Max. Gross Weight (Pounds)</td>
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<td>110,000</td>
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<td>100,000</td>
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<td>76,000</td>
<td>60,000</td>
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<td>44,000/2</td>
<td>48,000/2</td>
<td>44,000/2</td>
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<td>44,000/2</td>
<td>40,000/2</td>
<td>44,000/2</td>
<td>40,000/2</td>
<td>48,000/2</td>
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<tr>
<td>Rear tandem or axle (max)/axles</td>
<td>48,000/3</td>
<td>54,000/3</td>
<td>54,000/3</td>
<td>60,000/3</td>
<td>44,000/2</td>
<td>48,000/2</td>
<td>40,000/2</td>
<td>44,000/2</td>
<td>40,000/2</td>
<td>48,000/2</td>
<td>25,000/1</td>
<td>28,000/1</td>
</tr>
<tr>
<td>Single or Round Trip Fee‡</td>
<td>$10</td>
<td>$15</td>
<td>$20</td>
<td>$30</td>
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<tr>
<td>Limited Continuous Operation (Quarterly Fee)</td>
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<td>Limited Continuous Operation (Annual Fee)</td>
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</table>

‡ Fee includes dimensions up to 15' high; 145' long; 12' wide. For loads greater than 12' wide, add $15 to the fee indicated in Table 2.  
All loads in excess of 120,000 pounds must be carried on 7 or more axles, and will be assigned a $50 permit fee.  
Limited continuous operation of overweight vehicles, subject to administrative review and conditions for ≥ 6 axles / 120,000#/ 13'-6" height.
REIMBURSEMENT AGREEMENT

This AGREEMENT made this ___ day of __________ 2015, by and between AT&T Corp., on behalf of itself and its affiliated companies, which has a place of business at 3450 Riverwood Parkway SE, Room 162, Atlanta, GA 30339 (“AT&T”) and Kendall County Highway Department located at 6780 Route 47, Yorkville, IL 60560 and the County of Kendall, a unit of local government of the State of Illinois (“Kendall County”).

WITNESSETH:

WHEREAS, AT&T is a grantee of an Easement from Mary Lou S. Haake, Carol S. Hess, and James M. Sears that was recorded in the County of Kendall, State of Illinois, (the “Easement”); and

WHEREAS, the Easement and any AT&T buried cable and associated facilities that have been placed within the Easement may be adversely impacted by Kendall County’s proposed construction within the Easement strip; and

WHEREAS, Kendall County will reimburse AT&T for AT&T’s cost of protecting, relocating and/or lowering a section of the AT&T Palmer to Plano FTA Cable between Markers 459 and 460 at Eldamain Road in Plano, Illinois;

NOW THEREFORE, the parties agree as follows:

1. AT&T will provide engineering, plant protection, labor, materials, and supervision necessary to protect, relocate and/or lower the Cable, as deemed necessary in AT&T’s sole judgment (the “Work”). The Work is more particularly described in attached Exhibit A. The starting date will be set by the parties so that the Work can be completed as expeditiously as practicable.

2. Kendall County has heretofore paid AT&T the entire sum of Seven Thousand Eight Hundred-Fourteen and 00/100 Dollars ($7,814.00) for the estimated cost of the work, including the preliminary detailed engineering designs of the Work (the "Engineering Designs"), which is included in the cost of the Work. Kendall County shall pay AT&T the actual cost of the Work, which is estimated to be in the amount of the previously tendered Seven Thousand Eight Hundred-Fourteen and 00/100 Dollars ($7,814.00), as shown on attached Exhibit B. Kendall County acknowledges that the estimated cost does not include rock removal costs and that if rock removal is required, the actual cost may greatly exceed the estimated cost. Kendall County may, at its expense, choose to make arrangements to blast the rock in place for AT&T’s contractor in so much as Kendall County doesn’t cause unnecessary delays in AT&T’s Work. Should Kendall County waive its right and ability to blast the rock in place, then AT&T shall provide a written quote to Kendall County for their approval prior to beginning such work. If such rock removal is approved, upon completion of the Work, AT&T will send a final invoice to Kendall County for the actual cost of the Work. If the actual cost is greater than the estimated amount, Kendall County will pay to AT&T the difference within thirty (30) days from the invoice date. If the actual cost is less than the
estimated amount, AT&T shall reimburse Kendall County the difference within sixty (60) days from the invoice date.

3. AT&T understands that it is not the General Contractor of the subject Road Work, and as such agrees not to cause unreasonable delays to the project. Kendall County agrees to exercise all due caution while performing the Road Work near the Cable. In order to prevent damage to the Cable, in performing the Road Work Kendall County agrees:

   (a) to notify AT&T by telephone at 1-800 252-1133 at least forty-eight (48) hours prior to performing any construction, demolition or repairs at the Cable location;

   (b) not to use at the Cable location any tool, equipment, or the machinery capable of being operated within ten (10) feet of the Cable without an AT&T representative being given the opportunity to be present by providing at least 80 hours notice;

   (c) to perform construction, demolition, repair, modifications, additions and any other activities in compliance with all applicable laws and regulations and in a manner that does not interfere with the operations of AT&T; and

   (d) not to work at the Cable location without AT&T’s prior authorization and AT&T’s On-Site Work Force personnel being given the opportunity to be present during the Road Work by providing at least 80 hours notice. AT&T understands and agrees that the Road Work cannot be halted due to the failure or refusal of such AT&T On-Site Work Force to be present at the work site when Kendall County is working at the Cable location.

4. AT&T shall indemnify, hold harmless and defend Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from the performance of this contract by AT&T and its contractors or subcontractors or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of AT&T and its contractors or subcontractors, in their performance under this Agreement, except to the extent such Claims were due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Kendall County, its officials, officers, employees, and agents, or present and future board members or elected officials. Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Kendall County’s participation in its defense shall not remove AT&T’s duty to indemnify, defend, and hold the Kendall County harmless, as set forth above. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance. Indemnification shall survive the termination of this contract.
4.1. Kendall County shall notify AT&T in writing promptly upon learning of any claim or suit for which indemnification may be sought, provided that failure to do so shall have no effect except to the extent the Indemnifying Party is prejudiced thereby.

4.2. Kendall County shall reasonably cooperate with the defense.

5. AT&T makes no warranties, express or implied, including any implied warranties as to merchantability or fitness for a particular purpose.

6. Notwithstanding any provision of this agreement to the contrary, except as provided in Section 4, in no event shall either party be liable to the other party for any special, incidental, indirect, punitive, reliance or consequential damages, whether foreseeable or not, including, but not limited to, loss of profits or revenue, cost of capital, cost of replacement services, or claims of customers or of other third parties, occasioned by any cause whatsoever, including, without limitation, breach of contract, breach of warranty, negligence or strict liability.

7. Insurance

   a. With respect to Kendall County's performance of the Road Work under this Agreement, Kendall County if they are performing any work hereunder or their contractors, at Kendall County's or their contractors' sole cost and expense shall:

      i. maintain the insurance coverages and limits required by this Section and any additional insurance and/or bonds required by law:

         1. at all times during the term of this Agreement and until completion of all Road Work associated with this Agreement, whichever is later; and

         2. with respect to any coverage maintained in a "claims-made" policy, for two (2) years following the term of this Agreement or completion of all Road Work associated with this Agreement, whichever is later. If a "claims-made" policy is maintained, the retroactive date must precede the commencement of Road Work under this Agreement;

      ii. require each subcontractor who may perform Road Work under this Agreement or enter upon the site to maintain coverages, requirements, and limits at least as broad as those listed in this Section from the time when the subcontractor begins Road Work, throughout the term of the subcontractor's Road Work and, with respect to any coverage maintained on a "claims-made" policy, for two (2) years thereafter;

      iii. procure the required insurance from an insurance company eligible to do business in the state or states where Road Work will be performed and having and maintaining a Financial Strength Rating of "A-" or better and a Financial Size Category of "VII" or better, as rated in the A.M. Best Key Rating Guide for Property and Casualty Insurance Companies, except that, in the case of Workers' Compensation insurance, Kendall County may procure insurance from the state fund of the state where Road Work is to be performed; and
iv. deliver to AT&T certificates of insurance stating the types of insurance and policy limits. Kendall County shall provide or will endeavor to have the issuing insurance company provide at least 30 days advance written notice of cancellation, non-renewal, or reduction in coverage, terms, or limits to AT&T. Kendall County shall deliver such certificates:
   1. prior to execution of this Agreement and prior to commencement of any Road Work;
   2. prior to expiration of any insurance policy required in this Section; and
   3. for any coverage maintained on a “claims-made” policy, for two (2) years following the term of this Agreement or completion of all Road Work associated with this Agreement, whichever is later.

b. The Parties agree:
   i. the failure of AT&T to demand such certificate of insurance or failure of AT&T to identify a deficiency will not be construed as a waiver of Kendall County’s obligation to maintain the insurance required under this Agreement;
   ii. that the insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Kendall County, nor be deemed as a limitation on Kendall County’s liability to AT&T in this Agreement;
   iii. Kendall County may meet the required insurance coverages and limits with any combination of primary and Umbrella/Excess liability insurance; and
   iv. Kendall County is responsible for any deductible or self-insured retention.

c. The insurance coverage required by this Section includes:
   i. Workers’ Compensation insurance with benefits afforded under the laws of any state in which the Road Work is to be performed and Employers Liability insurance with limits of:
      $500,000 for Bodily Injury – each accident
      $500,000 for Bodily Injury by disease – policy limits
      $500,000 for Bodily Injury by disease – each employee
      To the fullest extent allowable by Law, the policy must include a waiver of subrogation in favor of AT&T, its Affiliates, and their directors, officers and employees.
      In states where Workers’ Compensation insurance is a monopolistic state-run system, Kendall County shall add Stop Gap Employers Liability with limits of $500,000 each accident or disease.
   ii. Commercial General Liability insurance written on Insurance Services Office (ISO) Form CG 00 01 12 04 or a substitute form providing equivalent coverage, covering liability arising from premises, operations, personal injury, products/completed operations, and liability assumed under an insured contract (including the tort liability of another assumed in a business contract) with limits of:
      $2,000,000 General Aggregate limit
      $1,000,000 each occurrence limit for all bodily injury or property damage
incurred in any one (1) occurrence
$1,000,000 each occurrence limit for Personal Injury and Advertising Injury
$2,000,000 Products/Completed Operations Aggregate limit
$1,000,000 each occurrence limit for Products/Completed Operations
The Commercial General Liability insurance policy must:

1. include AT&T, its Affiliates, and their directors, officers, and employees as Additional Insureds. Kendall County shall provide a copy of the Additional Insured endorsement to AT&T. The Additional Insured endorsement may either be specific to AT&T or may be "blanket" or "automatic" addressing any person or entity as required by contract. A copy of the Additional Insured endorsement must be provided within 60 days of execution of this Agreement and within 60 days of each Commercial General Liability policy renewal;

2. include a waiver of subrogation in favor of AT&T, its affiliates, and their directors, officers and employees; and

3. be primary and non-contributory with respect to any insurance or self-insurance that is maintained by AT&T.

ii. Business Automobile Liability insurance with limits of at least $1,000,000 each accident for bodily injury and property damage, extending to all owned, hired, and non-owned vehicles.

7.1  AT&T Insurance
AT&T, and any of their Contractors or Subcontractors, 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 in this agreement. Before starting work hereunder, AT&T shall deposit with Kendall County certificates evidencing the following insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) comprehensive general liability insurance for both personal injury and property damage in the amount of $6,000,000 per occurrence and $10,000,000 aggregate per project, (c) Comprehensive business automobile liability insurance in the amount of $6,000,000 combined single limit, (e) Professional liability insurance in the amount of $6,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, and business auto liability. Further, the general liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County. Kendall County's failure to demand such certificate of insurance shall not act as a waiver of AT&T's obligation to maintain the insurance required under this Agreement.

8. Kendall County shall keep the Cable and other property of AT&T free from all mechanic's, artisan's, materialman's, architect's, or similar services' liens which arise in any way from or as a result of its activities in performing the Road Work and cause any such
liens which may arise to be discharged or released. Likewise, AT&T shall keep the subject premises and other property of Kendall County free from all mechanic’s, artisan’s, materialman’s, architect’s, or similar services’ liens which arise in any way from or as a result of its activities in performing the relocation work, and cause any such liens which may arise to be discharged or released.

9. Except for payment of the cost of the Work, neither party shall have any liability for its delays or its failure in performance due to: fire, explosion, pest damage, power failures, strikes or labor disputes, acts of God, the Elements, war, civil disturbances, acts of civil or military authorities or the public enemy, inability to secure raw materials, transportation facilities, fuel or energy shortages, or other causes beyond its control, whether or not similar to the foregoing.

10. A party shall be in default if it fails to perform or observe any material term or condition of this Agreement and the failure continues unremedied for thirty (30) days after receipt of written notice; provided, however, that when such default cannot reasonably be cured within such thirty (30) day period, this period will be extended if that party promptly commences to cure the same and prosecutes such curing with due diligence. Upon the default by a party, the other party may terminate this Agreement and pursue any legal remedies it may have under applicable law or principles of equity.

11. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors or assigns. Kendall County shall not assign, transfer, or dispose of this Agreement or any of its rights or obligations hereunder without prior written consent of AT&T; provided, however, that Kendall County may assign or transfer this Agreement to a controlling or controlled affiliate or to a successor in the event of reorganization, including a merger or sale of substantially all of its assets, without the consent of AT&T. An assignment, transfer or disposition of this Agreement by Kendall County shall not relieve Kendall County of any of its obligations under this Agreement. AT&T shall have the right to assign this Agreement and to assign its rights and delegate its obligations and liabilities under this Agreement, either in whole or in party, to any party after providing written notice of such assignment to Kendall County. An assignment, transfer or disposition of this Agreement by AT&T shall not relieve AT&T of any of its obligations under this Agreement. Neither this Agreement, nor any term or provision hereof, nor any inclusion by reference shall be construed as being for the benefit of any person or entity not a signatory hereto.

12. Any demand, notice or other communication to be given to a party in connection with this Agreement shall be given in writing and shall be given by personal delivery, by registered or certified mail, return receipt requested, or by commercial overnight delivery service addressed to the recipient as set forth below or to such other address or individual, as may be designated by notice given by the party to the other:
AT&T:

AT&T CORP.
3450 Riverwood Parkway SE
Atlanta, GA 30339
Room 162
Attention: Right of Way Dept.

With a copy to:

AT&T Corp.
One AT&T Way
Room 3A118A
Bedminster, NJ 07921
Attention: Legal Department – Network Services

Kendall County:

Kendal County Highway Department
6780 Route 47
Yorkville, IL 60560
Attention: Francis C. Klaas

With a copy to:

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

Any demand, notice or other communication given by personal delivery shall be conclusively deemed to have been given on the day of actual delivery thereof and if given by registered or certified mail, return receipt requested or by commercial overnight delivery service on the date of receipt thereof.

13. The failure of either party hereto to enforce any of the provisions of this Agreement, or the waiver thereof in any instance, shall not be construed as a general waiver or relinquishment on its part of any such provision, and said provision shall nevertheless be and remain in full force and effect.

14. This Agreement shall be governed by and construed in accordance with the domestic laws of the State of Illinois without reference to its choice of law principles. The Parties agree that the venue for any legal proceedings between them shall be in the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois or the United States District Court for the Northern District of Illinois.

15. Each party represents and warrants that:
(a) It has full right and authority to enter into, execute, deliver and perform its obligations under this Agreement;

(b) It has taken all requisite corporate action to approve the execution, delivery and performance of this Agreement;

(c) This Agreement constitutes a legal, valid and binding obligation enforceable against such party in accordance with its terms, subject to bankruptcy, insolvency, creditors' rights and general equitable principles; and

(d) Its execution of and performance under this Agreement shall not violate any applicable existing regulations, rules, statutes, or court orders of any local, state or federal government agency, court or body.

16. This Agreement constitutes the entire and final agreement and understanding between the parties with respect to the subject matter hereof and supersedes all prior oral and written communications, understandings and agreements relating to the subject matter hereof, which are of no further force or effect. The Exhibits referred to herein are an integral part hereof and are hereby made a part of this Agreement. This Agreement may only be modified or supplemented by an instrument in writing executed by a duly authorized representative of each party.

17. Each action or claim against any party arising under or relating to this Agreement shall be made only against such party as a corporation or limited liability company, as applicable, and any liability relating thereto shall be enforceable only against the corporate or limited liability company assets of such party. No party shall seek to pierce the corporate or limited liability company veil or otherwise seek to impose any liability relating to, or arising from, this Agreement against any shareholder, employee, member, officer or director of the other party. Each of such persons is an intended beneficiary of the mutual promises set forth in this Section 17 and shall be entitled to enforce the obligations of this Section 17.

18. The relationship between the parties shall not be that of partners, agents or joint ventures for one another, and nothing contained in this Agreement shall be deemed to constitute a partnership or agency agreement between them for any purposes, including, but not limited to federal income tax purposes. The parties, in performing any of their obligations hereunder, shall be independent contractors or independent parties and shall discharge their contractual obligations at their own risk.

19. This Agreement and each of the parties' respective rights and obligations under this Agreement shall be binding upon and shall inure to benefit of the parties and each of their respective permitted successors and assigns.

20. No provision of this Agreement shall be interpreted to require any unlawful action by either party. If any section or clause of this Agreement is held to be invalid or unenforceable, then the meaning of that section or clause shall be construed so as to render it enforceable to
the extent feasible. If no feasible interpretation would save the section or clause, it shall be severed from this Agreement with respect to the matter in question, and the remainder of the Agreement shall remain in full force and effect. However, in the event such a section or clause is an essential element of the Agreement, the parties shall promptly negotiate a replacement that will achieve the intent of such unenforceable section or clause to the extent permitted by law.

21. This Agreement may be executed in one or more counterparts (including facsimile signatures), all of which taken together shall constitute one and the same instrument and each shall be deemed to be an original.

22. AT&T or a Contractor appointed by AT&T shall complete the “Work” in a good and workmanlike manner in accordance with all applicable laws and regulations. AT&T shall restore the ground to the condition it was in prior to commencement of the work to the extent practicable.

23. Any further payment, if necessary, by Kendall County shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

24. AT&T and their consultants, employees, contractors, subcontractors, and agents agree to comply with all applicable 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.

25. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/.01 et seq. (“the Act”), and AT&T is covered by the Act, such work shall be covered under the Act.

26. It is understood and agreed that AT&T is not an employee of, partner of, agent of, or in a joint venture with Kendall County. AT&T understands and agrees that AT&T is solely responsible for paying all wages, benefits and any other compensation due and owing to AT&T’s officers, employees, and agents for the performance of services set forth in the Agreement. AT&T further understands and agrees that AT&T is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for AT&T’s officers, employees and/or agents who perform services as set forth in the Agreement. AT&T also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of AT&T, its officers, employees and agents.

27. AT&T, its officers, employees, and agents agree not to commit unlawful discrimination and agree to comply with all applicable provisions of the Illinois Human Rights Act, Title VII of the Civil Rights Act of 1964, as amended, the Americans with Disabilities Act, the Age Discrimination in Employment Act, Section 504 of the Federal Rehabilitation Act, and all applicable rules and regulations.
28. AT&T certifies that AT&T, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

30. Both parties affirm that no Kendall County officer or elected official has a known direct or indirect pecuniary interest in AT&T or this Agreement, or, if any Kendall County officer or elected official does have a known direct or indirect pecuniary interest in AT&T or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by their authorized representatives as of the date first above set forth.

Kendall County Board

By: ______________________________
Name: ___________________________
Title: ____________________________

AT&T CORP.

By: ______________________________
Name: ___________________________
Title: ____________________________
EXHIBIT A

SCOPE OF WORK

PALMER - PLANO FT ‘A’ CABLE
IL - PLANO - ELDAMAIN ROAD ADDED PROTECTION
PLANO, IL

LOCATION:

The project is located near the Town of Plano, Bristol Township, Kendall County, and State of Illinois. This project will take place in Section 6, R7E. The work will be between Marker # 459 and Marker # 460 on Eldamain Road.

THE WORK:

The reason for this project is the County is widening Eldamain Road. The construction needed for this project is installing 2 inch split steel pipe and placing two PVC marker poles.

THE WORK WILL CONSIST OF THE FOLLOWING:

1. Pothole existing cable at locations deemed necessary by the AT&T cable technician.

2. Install 40 feet of 2 inch furnished Split Steel pipe on the West side of Eldamain Road.

3. Furnish and install two PVC marker poles.

4. All work shall be done according to AT&T Specs.

5. The entire project area shall be returned to “as good as or better than” its original condition.
EXHIBIT B

COST ESTIMATE
PALMER - PLANO FT 'A' CABLE
IL - PLANO - ELDA Main ROAD ADDED PROTECTION
PLANO, IL

CONSTRUCTION COSTS:

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<th>QTY</th>
<th>PRICE</th>
<th>AMOUNT</th>
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MATERIAL COSTS:

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PERSONNEL COSTS:

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<td>3. Supervisor Expert</td>
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CONSTRUCTION COSTS: **$4,360.00**
MATERIAL COSTS: **$44.00**
PERSONNEL COSTS: **$3,420.00**

GRAND TOTAL: **$7,814.00**
Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:33 p.m.

1) Roll Call — Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Member Wehrli, Member Prochaska & Member Gilmour. Members Koukol was absent from the meeting. Enough committee members were present to form a quorum of the committee. Facilities Management Director Smiley was also present.

2) Approval of the July meeting minutes - Member Gilmour made a motion to approve the July meeting minutes. Member Prochaska 2d the motion. All members voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS

1) Natural Gas and Electric Contract Negotiations
   a) Jim sent a copy of the countersigned agreement to Debbie Gillette.
   b) Project complete.

2) COB Security System Improvements
   a) Advanced replacement interface units were brought in to try and correct the green pixilation on the screens. The same issue was still happening on these units. So, the tech took two old units back along with the remaining advanced replacement units back to his shop to test on the bench with the supplier.

3) K.A.T. Space Needs for Expansion
   a) The project kicked off on Tuesday, July 28, 2015. The former Forest Preserve storage room material was moved to the museum area in the Forest Preserve space. This room will become a storage/break/workroom and temporary swing space for staff while demolition & construction is going on. KCFM staff started figuring out routing for major electric, power & data runs.
   b) The control unit for the Handicapped door operator relocation began. Drilling between walls was done on Saturday when the K.A.T. personnel were away.

4) Mandated Elevator Pit Ladder Replacements
   a) The ladders are scheduled to be installed this Friday.

5) Public Safety Center & Courthouse Security Systems Upgrade
   a) Presentations were made at the last COW meeting. The selection will be on the agenda to be discussed at the County Board meeting Tuesday, August 4, 2015.

6) Future Projects Discussion
   i. Memorial Garden
      a) The HR/Administration Committee asked Jim to see if using flagstone would be less costly than using pavers for the courtyard area. Jim found the cost comparable for either option, costs for a retaining wall and paver or flagstone courtyard would be about $3,000.00 alone. However, Jim checked with our snowplowing company, Winninger Excavation, to see what the costs would be for a stamped concrete. Patrick Winninger suggested that we use the current sidewalk elevation at the flagpole as the high spot and dig into the hillside instead. This would eliminate the need for a retaining wall. Plus Patrick offered to do the excavation grading work as a donation since it is a memorial garden.
      b) So, Jim put together new project cost estimates to review and possibly forward as a recommendation for the HR/Administration Committee and the County Board to approve.

Report from meeting
Director Smiley this project came for the HR/Admin committee and the suggestion was to pay for it from the $50,000.00 Capital budget the KCFM department has this year. Chairman Davidson talked about State cutbacks and needing to watch the budget. Jim explained Winninger’s excavation and 4 Seasons mulch donation offer for the project. Member Wehrli offered some flagstone that he has at home. Jeff also said the Forest Preserve had made a similar plaque on stone for a memorial to Renetta Michelson’s son. Chairman Davidson & Member Davidson said they have plenty of stones that could be donated as well. Members discussed the ability to basically get the project done for now with no cost other than the plaques and plantings. Consensus was to send the idea of accepting all of the donations back to the HR/Administration committee for review and approval.
NEW BUSINESS/PROJECTS

1) Chairman’s Report
   • Report on ongoing activities.

2) Fryer repair at the Public Safety Center
   • KCFM staff tried to troubleshoot the problem and thought the gas valve was defective.
   • A vendor we use from time to time to repair the kitchen equipment determined the thermopile for the pilot assembly was defective. The part was replaced and the fryer is working properly now.
   • Project complete.

3) Drain rodding at the Public Safety Center
   • The jail kitchen drains were backing up and KCFM tried to rod them out. Director Smiley ended up having to call out a company with a sewer jet unit. The drain was cleared. The company suggested that there may be a broken tile somewhere under the receiving dock. This drain seems to clog up every three years or so. So, Jim is planning to put it on a two year program for rodding unless the problem becomes worse.
   • Project complete.

Report from meeting
Chairman Davidson directed Jim to get someone with a camera system out to determine if there is a broken tile or not as was suggested as being the problem from the rodding company.

4) Drain rodding at the Animal Control facility
   • Drains in the kennel area were backing up. KCFM staff also tried to rod these drains out and could not get them clear. So, Jim called out a plumber with a better machine. They ended up finding the drains were full of dog food. Once the food got wet it expanded and plugged the drains along with feces and play balls that got into the drains. Kennel staff was made aware of the issues and were asked to keep balls out of the cages, at least until drain screens could be put in to prevent them from going down the drains. Jim also made County Administrator Wilkins aware of the situation since there is currently no Director or Assistant Director in the facility on a regular basis.
   • Project complete.

5) State’s Attorney Cubicle Project
   • Eric Weis asked Jim if he could look into the ability to make the current clerical staff cubicles larger and more similar to the cubicles at the main entrance to his department. Jim called Hendricksen where the original cubicles were purchased from to come up with a design. Designs have been presented to Eric and his staff to review and approve. If this project goes forward KCFM staff will need to pull out the existing power, data and phone wiring so the cubicles can be reconfigured. Then put back in place once the reconfiguration is completed.
   • Project complete.

6) Sheriff’s Office Records Dept. move to Courthouse project
   • Sheriff Baird is planning to relocate two of his staff from the Records department to available workspace in the Circuit Clerk’s office. As part of this move they want to move the copier from the Records file room to the new Records space in the former KenCom space. They want the copier from that area to be relocated to the Circuit Clerks office for the Sheriff’s staff to be able to use. The Sheriff’s office also wants to retain the existing phone numbers and add a fax to the area their staff is relocating to at the Circuit Clerk’s office. The Sheriff’s office is paying for all of the associated costs with this move. Director Smiley assigned KCFM staff to run wiring for the copier and made arrangements for the phones to be reprogrammed and copier to be moved.
   • This is all scheduled to be done this Thursday.

7) Miscellaneous Equipment - Approval to recycle or dispose of non working units:
   a. Dishwasher – Old PSC Unit
   b. Water Heater
   c. Four Refrigerators - 2 small, 2 large units
   d. Microwave
   • Director Smiley is looking for approval to dispose of or recycle these items.

Report from meeting
Member Wehrli made a motion to approve disposal or recycling of the listed items. Member Prochaska 2nd the motion. Chairman Davidson called for a voice vote by committee members. All members voted aye. Motion approved.
NEW BUSINESS/PROJECTS CONTINUED

8) ICMRT Loss Control Recommendations
   a. Historic Courthouse Boiler room piping
      • Jim checked on the concern and found this piping is from the sprinkler and main water supply to the facility. The piping has been in place since the building was remodeled and we have not experienced any issues. So, this is a non-issue.
      • Item complete.
   b. Courthouse Water Pump Insulation
      • The insulation was reinstalled.
      • Item complete.

9) Public Safety Center Elevator Shaft Failure
   • Director Smiley had the elevator service technician out so he could inspect the situation himself.
   • Jim found the piping to the shaft to be above ground with no appearance of leaking fluid. The technician showed Jim the area between the collar and the column to have fluid sitting in it and the appearance of fluid that has run over to the sump pit in the past. So, it appears the issue is with the column as the elevator company reported. Jim has received two bids for the replacement. One bid is just under $30,000.00 and the other is $46,897.00. Both companies have clauses for possible extra costs if the shaft has to be re-drilled. If this is found to be needed, the costs could exceed $60,000.00. The service companies are also cautioning Jim that the adjacent elevator could suffer the same fate. See pictures of pit area.
   • Jim is looking for direction on the repair of this elevator.
   • Report from meeting
     Director Smiley said that he had called ASA Johnson at the States Attorney’s Office as directed by Chairman Davidson to determine if this work needed to be publically bid. ASA Johnson said that as long as the work is not expected to go over the $30,000.00 statute amount to public bid is required. Committee members agreed the shaft needs to be repaired. Member Wehrli suggested the PBC may pay for the repair. Chairman Davidson asked if there was motion. Member Wehrli made a motion to repair the elevator and to request the PBC pay for the repair. Member Prochaska 2nd the motion. All members voted aye via a voice vote. Motion approved.

10) Cell glass damage in the Public Safety Center Jail
    • The jail has been housing a prisoner from DeKalb County for a while who is very unruly and unpredictable. Including calling out names and cursing jail and KCFM staff when near his cell. This prisoner took a small piece of aggregate he found next to the wall and severely scratched up all of the windows in the cell. Jail Commander Jennings asked for a quote for the damage as they will be filing Kendall County charges to this prisoner as well. Jim received a quote of $3,979.84 including labor to remove the scratched up glass and reinstalling the new glass.

EXECUTIVE SESSION

Executive session was not required.

ADJOURNMENT

• Chairman Davidson asked if there was a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:37 p.m. Member Wehrli 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:37 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, July 30, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 5:30 p.m.

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

Others Present: Latreese Caldwell, Julie Hanna, Undersheriff Harold Martin, Tom Thomas, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Davidson to forward the Approval of Claims in an amount not to exceed $954,369.24 and Approval of July Petit Juror Claims in an amount not to exceed $2050.00, second to the motion by Member Flowers. With all members in agreement, the motion carried.

Department Heads and Elected Official Reports

Tom Thomas, Health Department – No report

Undersheriff Harold Martin, Sheriff’s Office – No report

Items from Other Committees - None

Old Business

➤ CASA Funding – Chairman Purcell said that he received a call from CASA asking if the committee has made a decision about their request for funding of $40,000. Mr. Purcell asked the committee for final thoughts on the CASA request, so that he could inform them this week. Discussion on the services provided by CASA, what they would do with any funds requested, alternatives if CASA was not available in Kendall County, the County contingency and general funds, potential and pending repair projects throughout the County, and current revenue amounts. Mr. Purcell will contact the CASA Executive Director and offer them the opportunity to present their budget requests at the 2015 County Budget hearings in September.

Items of Business

➤ Federal Inmate Funding – Undersheriff Martin reported that the Sheriff’s Office has been informed that ten federal inmates will arrive in early August. The Sheriff’s Office will receive $75 per inmate per day for the housing of federal prisoners. The committee would like to have a separate line item to track the income received from the housing of federal inmates. Ms. Caldwell will contact the Treasurer and make arrangements.
John Purcell said that the State budget is already impacting the County finances, and that the County has the potential of a large payout for the pending lawsuit between Nelson vs. Wcis case.

Latrese Caldwell reported that the County Treasurer was notified by the Treasurer’s Association this week that the State of Illinois has suspended funding $103,600 for the salaries of the State’s Attorney, Supervisor of Assessment and the Public Defender, that we have yet to collect for this fiscal year. Ms. Caldwell said we don’t know what we will receive for the next fiscal year, and if there will be additional cuts.

Ms. Caldwell also reported that the State will deducted $16,500 from the State Sales Tax for four months which totals $66,000, which the County was overpaid and that the actual receipts that will be received will be reduced in an annualized amount of $65,000 for fiscal year 2015 as well. This will be a reduction of $132,000 for this fiscal year, and for next fiscal year 2016 of $279,000.

Jeff Wilkins said that there is a very old purchasing policy in place and said that they will begin working on an updated policy. The committee agreed they are willing to review a draft at a future meeting.

Courthouse & Jail Security System Funding – Item tabled to a future meeting

Hiring Freeze Discussion - Item tabled to a future meeting

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Executive Session – None needed

Approval of claims in an amount not to exceed $954,369.24
Approval of Petit Juror claims in an amount not to exceed $2050.00

The meeting adjourned at 6:35p.m.
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, August 13, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 6:33p.m.

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

Others Present: Sheriff Dwight Baird, Latreese Caldwell, Julie Hanna, RaeAnn Van Gundy, 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 $657,144.91 and Grand Juror Claims for August 18, 2015 in an amount not to exceed $750.00, second to the motion by Member Prochaska. With all members in agreement, the motion carried.

Department Heads and Elected Official Reports

Sheriff Dwight Baird, Sheriff’s Office – No report

Rae Ann VanGundy, Health Department – No report

Items from Other Committees - None

Items of Business

➢ FY2016 – Discuss Budget Hearing Dates – There was consensus by the committee to hold Budget Hearings on Friday, August 28, and Friday, September 11, 2015. Meeting will begin at 12noon with hearings beginning at 12:20p.m. each day.

➢ FY2016 Budget - Item tabled to the next meeting

➢ 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 $657,144.91
- Approval of Grand Juror claims in an amount not to exceed $750.00

**Adjournment** – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting adjourned at 5:52 p.m.**

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
**Call to Order** – The meeting was called to order by Committee Chair Jeff Wehrli at 11:00 a.m.

**Roll Call**
Committee Members Present: Jeff Wehrli - here, Matthew Prochaska - here, Lynn Cullick - here. *A quorum was established to conduct committee business.* John Purcell arrived at 11:10 a.m.

Committee Members Absent: Elizabeth Flowers

Others present: Jeff Wilkins, Dr. Gary Schlapp, Glenn Campos, Ron Schlabs

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

**New Business**

▸ **Introduction of candidate for Animal Control Director** Jeff Wilkins introduced the candidate Ron Schlabs to the committee.

**Executive Session** – Member Prochaska made a motion to go into Executive Session 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 Cullick.

**Roll Call** – Member Wehrli - yes, Member Prochaska - aye, Member Cullick - yes. *With all present in agreement, the committee entered into Executive Session 11:05 a.m.* John Purcell arrived at 11:10 a.m.

Committee Members Absent: Elizabeth Flowers

Others Present: Jeff Wilkins, Dr. Gary Schlapp, Glenn Campos, Ron Schlabs (candidate)

Member made a motion to reconvene into open session, second by Member. *With all in agreement, the meeting reconvened at 12:03 p.m.*
Items for the County Board

» Approval of contingency offer for the appointment of Animal Control Director/Warden to Candidate Ron Schlabs

Public Comment — None

Adjournment — Member made a motion to adjourn the meeting, second to the motion by Member. With all in agreement, the meeting was adjourned at 12:05 p.m.

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant
Call to Order — The meeting was called to order by Committee Vice Chair Matthew Prochaska at 3:05 p.m.

Roll Call
Committee Members Present: Matthew Prochaska – here, Lynn Cullick – here, John Purcell – present. A quorum was established to conduct committee business.

Committee Members Absent: Elizabeth Flowers

Jeff Wehrli arrived at 3:07 a.m. Mr. Wehrli temporarily appointed Scott Gryder to the committee in place of Elizabeth Flowers.

Others present: John A. Shaw, Jeff Wilkins, Dr. Gary Schlapp, Glenn Campos, and Michael Mulvaney

Approval of Agenda — Motion made by Member Cullick to approve the agenda, second by Member Purcell. With all in agreement, the motion passed.

New Business

Introduction of candidate for Animal Control Director — Jeff Wilkins introduced the candidate Michael Mulvaney to the committee, and proceeded to ask questions of the candidate. The committee members followed with additional questions.

Executive Session — Member Prochaska made a motion to go into Executive Session 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 Cullick.

Roll Call — Member Wehrli - yes, Member Prochaska - aye, Member Purcell - yes, Member Cullick - yes. With all present in agreement, the committee entered into Executive Session 3:08 p.m.
Committee Members Absent: Elizabeth Flowers

Member Purcell briefly left the meeting at 3:30p.m. and Chair Wehrli temporarily appointed John Shaw to serve on the committee.

Others Present: Jeff Wilkins, Dr. Gary Schlapp, Glenn Campos, Michael Mulvaney (candidate)

Member Prochaska made a motion to reconvene into open session, second by Member Purcell. **With all in agreement, the meeting reconvened in open session at 3:50p.m.**

Member Cullick made a motion to forward to the County Board the approval of Michael Mulvaney as the Animal Control Director based on the background check and board approval on Tuesday, August 18, 2015, second by Member Prochaska.

**Roll Call:** Member Prochaska - aye, Member Cullick - yes, Member Gryder - yes, Chairman Wehrli - yes. **With all in agreement, the motion passed.**

**Items for the County Board**

- Approval of contingency offer for the appointment of Michael Mulvaney as the Animal Control Director/Warden

**Public Comment** -- None

Member Cullick made a motion to adjourn the Special Animal Control meeting, second by Member Gryder. **With all in agreement, the meeting adjourned at 3:52p.m.**

Respectfully Submitted,

Valarie A. McClain
Administrative Assistant
Call to Order
The Committee of the Whole was called to order by County Board Chair John A. Shaw at 4:13 p.m.

Roll Call

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

Member Flowers arrived at 4:20 p.m.

Others Present: Sheriff Dwight Baird, David Berault, Leslie Johnson, Joe Lolves, Chief of the Civil Division and Assistant State’s Attorney for Kane County, Joe McMahon, Kane County State’s Attorney, Dr. Amaal Tokars, Eric Weis and Jeff Wilkins

Executive Session - Member Purcell 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), and

- collective negotiating matters between the public body and its employees or their representatives, or deliberation concerning salary schedules for one or more classes of employees 5 ILCS 120/2 (c) (2), and

- 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 Gryder.

Roll Call: Member Gryder - yes, Member Cullick - yes, Member Davidson - yes, Member Purcell - aye, Member Gilmour - yes, Chairman Shaw - aye, Member Koukol - yes, Member Prochaska - aye. With all in agreement, the committee entered into Executive Session at 4:17 p.m.

Others Present: Joe McMahon, Joe Lolves, Jeff Wilkins
Member Flowers arrived at 4:20 p.m.

Member Davidson made a motion to reconvene into Open Session, second by Member Prochaska. **With all in agreement the committee reconvened in Open Session at 6:04 p.m.**

**Items of Business**

- **Proposed Merger of Public Safety and Judicial Legislative Committees** – Member Prochaska reported that Chief Judge McCann and Sheriff Baird approached him and asked that the two meetings be combined. Discussion on the pros and cons of merging the committees, and change of meeting time.

  There was consensus by the committee to add this item to the County Board agenda on August 18, 2015, with the new combined meetings to begin in December 2015.

- **AT & T Agreement for Eldamain Road** – Member Koukol reviewed the proposed reimbursement agreement with the committee.

**Public Comment** – None

**Questions from the Media** – None

**Items for the County Board** – None

**Chairman’s Report** – Chairman Shaw reviewed the two prospective candidates for the Merit Commission that will be appointed, once approved by the County Board.

**Review Draft Board Agenda** – Chairman Shaw asked the committee to review the draft agenda and make any changes or additions.

**Adjournment** – Member Cullick moved to adjourn the meeting, seconded by Member Flowers. There being no objection, the Committee of the Whole was adjourned at 6:25 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary