KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING
Kendall County Office Building, Rooms 209 & 210
Tuesday, August 20, 2013 at 9:00 a.m.

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
   A. Ratification of collective bargaining agreement between the Illinois Fraternal Order of Police Labor Council, Kendall County, Illinois and the Kendall County Sheriff (Patrol Sergeants) effective December 1, 2012 through November 30, 2015
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. Approval of contract with Wilkinson Excavating and the County of Kendall, Illinois for the Fields of Farm Colony Detention Pond Outlet Remediation and Trail Reconstruction in the amount of $63,005.00
      2. Intergovernmental Agreement with the Village of Millbrook and the County of Kendall for planning, building and zoning services in the amount of $1
      3. Intergovernmental Agreement with the Village of Plattville and the County of Kendall for planning, building and zoning services in the amount of $1
      4. Approval of a Resolution in support of the LTA Grant – Pay as we Grow application
   B. Public Safety
   C. Highway
      1. Bid from Corrective Asphalt Materials in the amount of $142,360 for restorative seal
      2. Bid from Corrective Asphalt Materials in the amount of $83,640 for crack filling
      3. Kendall Farms Access Variance on Eldamain Road
      4. IGA with Village of Oswego for TAP Funds in the amount of $15,000
      5. IGA with Village of Lisbon for TAP Funds in the amount of $10,000
   D. Facilities Management
   E. Finance Committee
      1. Approve Claims in the amount of $1,755,661.37
      2. Authorize the funding source for Phase 1 of the Sheriff’s Office Record Office Renovation/Expansion not to exceed $31,000 in FY 2013 from line item 01021009109
   F. Committee of the Whole
   G. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. UCCI
   E. River Valley Workforce Investment Board
   F. Housing Authority
   G. CMAP MPO Policy Committee
15. Other Business
16. Chairman's Report

Appointments
Announcements

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
## Kendall County Illinois

**www.co.kendall.il.us**

### September 2013

<table>
<thead>
<tr>
<th>Monday</th>
<th>Tuesday</th>
<th>Wednesday</th>
<th>Thursday</th>
<th>Friday</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Sep 2</strong></td>
<td><strong>Sep 3</strong></td>
<td><strong>Sep 4</strong></td>
<td><strong>Sep 5</strong></td>
<td><strong>Sep 6</strong></td>
</tr>
<tr>
<td><strong>COUNTY HOLIDAY</strong></td>
<td>9:00am ZPAC (CBR)</td>
<td>9:30am Forest Preserve - Ellis ad hoc (Ellis Equestrian Center)</td>
<td>Vouchers Due</td>
<td>9:00am HR Admin Cmt (CBR)</td>
</tr>
<tr>
<td></td>
<td>9:30am Facilities Mgmt Cnt (CBR)</td>
<td>7:00pm Veterans Ast Cms (Health Building)</td>
<td>10:30am Board of Review (COB Rm 302)</td>
<td></td>
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<tr>
<td></td>
<td>8:00pm County Board (CBR)</td>
<td>5:00pm Forest Preserve (CBR)</td>
<td>2:00pm Forest Preserve Finance Cmt (CBR)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>6:00pm Forest Preserve (CBR)</td>
<td>7:00pm ZBA Meeting (CBR)</td>
<td>2:30pm Finance Cmt (CBR)</td>
<td></td>
</tr>
<tr>
<td>Sep 9-13</td>
<td>10:00am Public Safety Cmt (PSC)</td>
<td>4:30pm Public Building Cms (CBR)</td>
<td>4:00pm Cmt of Whole (CBR)</td>
<td>3:30pm Merit Commission Meeting (PSC)</td>
</tr>
<tr>
<td></td>
<td>Conf Rm</td>
<td>5:30pm Forest Preserve Cmt (CBR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>6:30pm Planning, Building &amp; Zoning Cmt (CBR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep 16-20</td>
<td>10:00am Health &amp; Environment Cmt (CBR)</td>
<td></td>
<td></td>
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</tr>
<tr>
<td></td>
<td>9:00am County Board (CBR)</td>
<td>9:00am Animal Control (CBR)</td>
<td>10:00am KenCom Finance Committee (Lower Level Conf Rm - Public Safety Ctr)</td>
<td></td>
</tr>
<tr>
<td></td>
<td>9:00am Forest Preserve Board (CBR)</td>
<td>2:00pm KenCom Operations Board (Lower Level Conf Rm - P)</td>
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</tr>
<tr>
<td></td>
<td>7:00pm Board of Health (811 W John St)</td>
<td>7:00pm Historic Preservation Cmt (CBR)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Sep 23-27</td>
<td>3:30pm FP Planning Ad-hoc Committee (Historic Courthouse)</td>
<td>3:00pm Judicial Legislative (CH Jury Rm)</td>
<td>9:00am Forest Preserve Finance Mtg (CBR)</td>
<td>8:30am Economic Development Cmt (CBR)</td>
</tr>
<tr>
<td></td>
<td></td>
<td>5:00pm Ad Hoc Zoning (CBR)</td>
<td>9:30am Finance Cmt (CBR)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>7:00pm Regional Plan Cms (CBR)</td>
<td>10:30am Board of Review (COB Rm 302)</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>5:30pm KenCom Executive Board</td>
<td></td>
</tr>
<tr>
<td></td>
<td>10:00am Labor &amp; Grievance Cmt (CBR)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>7:00pm ZBA Meeting (CBR)</td>
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</tr>
</tbody>
</table>
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, July 16, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE MINUTES

Member Flowers moved to approve the submitted minutes from the Adjourned County Board Meeting of 6/18/13. Member Koukol seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CORRESPONDENCE AND COMMUNICATIONS

County Clerk, Debbie Gillette stated that information regarding pipeline safety was received.

CITIZENS TO BE HEARD

Nancy Martin, 14255 River Rd, Plano addressed the forensic audit about the per diems of the county board members. Ms. Martin thinks it would be appropriate to be given a synopsis of what is going on. Ms. Martin stated her concerns on the time taken and the amount of money spent. Ms. Martin stated her concerns regarding the lease with the Housing Authority regarding which fund the rent is going to. Ms. Martin stated that the roundabout may be a good solution somewhere down the road; not sure at this time if any solution is needed.

Renneta Mickelson, 904 E Edgelawn Dr, Plano mentioned the roundabout; there are benefits to such a construction, now may not be the right time to be investing money at that particular intersection.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Randall went over the June report. Sheriff Randall commented that on the 4th of July there were no injuries or major accidents. There will be a car show on August 31st to benefit the Fox Valley United Way.

County Clerk

Revenue Report 8/1/13-8/30/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td></td>
<td>$1,100.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td></td>
<td>$1,770.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td></td>
<td>$60.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td></td>
<td>$1,998.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$37,113.00</td>
</tr>
<tr>
<td>01010061205</td>
<td>Total County Clerk Fees</td>
<td>$42,039.50</td>
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<tr>
<td>01010001165</td>
<td>County Revenue</td>
<td>$40,743.75</td>
</tr>
<tr>
<td>38010001320</td>
<td>Doc Storage</td>
<td>$23,103.50</td>
</tr>
</tbody>
</table>

Co Board 7/16/2013
Ordinance Imposing a Tax on the Privilege of transferring a Beneficial Interest in Real Estate

County Clerk, Debbie Gillette presented the ordinance stating that only beneficial interest documents would be affected. 8 beneficial interest documents were recorded in 2012 and 9 in 2011, the tax does not impact all documents only beneficial interest documents.

Member Flowers moved to approve the Ordinance Imposing a Tax on the Privilege of transferring a Beneficial Interest in Real Estate. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cesich, Cullick, Purcell, Shaw and Wehrli. Members voting nay include Flowers, Gilmour, Gryder, Koukol and Prochaska. Motion failed.

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 06/30/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property REPL. Tax</td>
<td>$315,000</td>
<td>$243,146</td>
<td>77.19%</td>
<td>$153,685</td>
<td>48.79%</td>
</tr>
<tr>
<td>State Income REPL. Tax</td>
<td>$1,950,000</td>
<td>$1,432,957</td>
<td>73.48%</td>
<td>$1,248,947</td>
<td>69.39%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$207,484</td>
<td>61.02%</td>
<td>$216,632</td>
<td>63.72%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$511,418</td>
<td>54.00%</td>
<td>$550,182</td>
<td>56.72%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$275,179</td>
<td>68.79%</td>
<td>$240,558</td>
<td>63.30%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$893,199</td>
<td>57.77%</td>
<td>$727,072</td>
<td>55.93%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$314,162</td>
<td>57.12%</td>
<td>$309,848</td>
<td>55.33%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$19,764</td>
<td>49.41%</td>
<td>$25,142</td>
<td>71.83%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$13,703</td>
<td>39.15%</td>
<td>$17,670</td>
<td>35.34%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,404</td>
<td>$646,931</td>
<td>58.79%</td>
<td>$620,586</td>
<td>63.22%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,425,726</td>
<td>59.41%</td>
<td>$1,404,340</td>
<td>58.51%</td>
</tr>
</tbody>
</table>
County Real Estate Transf
Tax $180,000 $200,502 105.57% $132,203 77.77%
Correction Dept. Board & Care $805,000 $486,020 57.88% $586,383 78.18%
Sheriff Fees $702,000 $440,090 62.69% $439,158 97.59%

TOTALS $10,974,464 $8,890,369 62.79% $6,872,406 63.54%
Public Safety Sales Tax $4,200,000 $2,524,783 60.11% $2,483,951 62.35%
Transportation Sales Tax $4,200,000 $2,524,783 60.11% $2,483,951 62.35%

*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%.

EXPENDITURES

All General Fund Offices/Categories

$26,336,375 $15,141,326 57.49% $14,002,496 54.72%

Treasurer, Jill Ferko stated that she attended a seminar presented by the Illinois Department of Revenue regarding what they do, how things are processed and how the disbursements from sales tax and public safety are made.

Clerk of the Court

Circuit Clerk, Becky Morganegg presented the semiannual case filing report.

*As of June 21st

<table>
<thead>
<tr>
<th>2010</th>
<th>2011</th>
<th>2012</th>
<th>2013</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adoption</td>
<td>AD</td>
<td>8</td>
<td>7</td>
</tr>
<tr>
<td>Contempt of Court</td>
<td>CC</td>
<td>4</td>
<td>1</td>
</tr>
<tr>
<td>Criminal</td>
<td>CF</td>
<td>179</td>
<td>202</td>
</tr>
<tr>
<td>Felony</td>
<td>Chancery</td>
<td>CH</td>
<td>875</td>
</tr>
<tr>
<td>Foreclosures</td>
<td>819</td>
<td>686</td>
<td>730</td>
</tr>
<tr>
<td>Criminal</td>
<td>Misdemeanor</td>
<td>CM</td>
<td>613</td>
</tr>
<tr>
<td>Conservation</td>
<td>CV</td>
<td>24</td>
<td>10</td>
</tr>
<tr>
<td>Violation</td>
<td>Divorce</td>
<td>D</td>
<td>237</td>
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<tr>
<td>Driving Under the Influence</td>
<td>DT</td>
<td>126</td>
<td>146</td>
</tr>
<tr>
<td>Eminent</td>
<td>Domain</td>
<td>ED</td>
<td>3</td>
</tr>
<tr>
<td>Family</td>
<td>Juvenile</td>
<td>F</td>
<td>77</td>
</tr>
<tr>
<td>Juvenile</td>
<td>JA</td>
<td>0</td>
<td>3</td>
</tr>
<tr>
<td>Neglect or Abuse</td>
<td>Juvenile</td>
<td>JD</td>
<td>9</td>
</tr>
<tr>
<td>Delinquent</td>
<td>Co Board</td>
<td>7/16/2013</td>
<td>139</td>
</tr>
</tbody>
</table>
State's Attorney

Law (Claim over $50,001)  
Law Medium (Claim $10,000 - $50,000)  
Miscellaneous Remedy Order of Protection Ordinance Violation Probate Small Claims ($0 - $10,000) Tax  
Total Traffic  

State's Attorney, Eric Weis stated that they are with Jim Smiley regarding a high density storage area.

Coroner

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths..</td>
<td>176</td>
<td>Total Deaths..</td>
</tr>
<tr>
<td>Autopsies to Date..</td>
<td>11</td>
<td>Autopsies..</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>9</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits..</td>
<td>85</td>
<td>Cremation Permits..</td>
</tr>
</tbody>
</table>

Coroner Toffoy presented the semi-annual report to the Public Safety Committee on June 10. Coroner Toffoy presented to the County Board on June 18 regarding “Operation Impact”.

Health Department

Member Purcell commented on the wonderful job done by the Health Inspector at the Ribs on the River event.

Supervisor of Assessments

 Supervisor of Assessments, Andy Nicoletti stated that the deadline for the assessment rolls is August 1st. New construction is about $260,000 more than projected.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Member Gryder reviewed the minutes in the packet from the July 8, 2013 meeting.

Amendment to Zoning Ordinance to modify text related to target practice, private clubs & shooting ranges

Member Gilmour moved to approve Petition 13-11 Amendment to Kendall County Zoning Ordinance to modify text related to target practice, private clubs and shooting ranges in sections 7.01, 7.02, 7.03, 7.04, 7.05, 7.06, 9.07, 10.01, 10.03 C & 10.03 B of the Zoning Ordinance. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.
ORDINANCE # 2013-14
AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
TO MODIFY TEXT RELATED TO TARGET PRACTICE, PRIVATE CLUBS AND SHOOTING RANGES IN
ORDINANCE

WHEREAS, Kendall County regulates development under authority of its Zoning Ordinance and related ordinances; and

WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, all administrative procedures for amendments have been followed including a public hearing held before the Kendall County Zoning Board of Appeals on July 1, 2013;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 7.01.D, 9.03.C, 9.04.C, 9.05.C, 9.06, 9.07.C, 10.01.C, 10.02.C & 10.03.B of the Kendall County Zoning Ordinance as provided:

SECTIONS 7.01.D (A-1 Agricultural- Special use); 9.03.C (B-2 General Business District- Special Use); 9.04.C (B-3 Highway Business District- Special Use), 9.05.C (B-4 Commercial Recreation- Special Uses), 9.06 (B-5 Business Planned Development), 9.07.C (B-5 Office and Research Park District- Special Use), 10.01.C (M-1 Limited Manufacturing- Special Use) & 10.02.C (M-2 Heavy Industrial District- Special Use)

Indoor Target Practice with the following conditions:

- The indoor shooting range shall meet all applicable standards established in the NRA Range Source Book. Documentation indicating compliance with the aforementioned standards shall be submitted with the site plan. Plans require engineer certification for soundproofing and appropriate design.
- Must be at least 150’ from existing dwellings and property lines of schools, daycares, and places of worship.
- Hours of operation from 7am to 10pm
- No alcohol allowed.
- Must meet all requirements of the Kendall County Health Department.
- All applicable Federal, State, EPA and County rules and regulations shall be adhered to.

SECTIONS 7.01.D (A-1 Agricultural- Special use) & 10.03.B (M-3 Aggregate Materials Extraction, Processing & Site Reclamation- Special Use)

Outdoor target practice or shooting (not including private shooting in your own yard) with the following conditions:

- Requires conformity with NRA standards; provide appropriate berming based on surrounding land use and type(s) of firearms to be used. Such berming shall generally be consistent with standards established in the NRA Source Book.
- Requires minimum parcel size of 5 acres, depending on the venue.
- Must have a sign that lists allowed firearm types, rules of operation; hearing and vision protection required.
- State, nationally standard or NRA Certified range supervisor must be present
- Range flag flown, a sign or red light lit at all times that firing is taking place.
- Hours and days of operation as specified in the Special Use Permit to be determined by the County Board.
- Access must be controlled by a lockable gate.
- Hazardous waste plan addressing lead management required.
- No discharge of lead shot into wetland.
- Must be at least 1,000’ from existing dwellings and property lines of schools, daycares, places of worship and airstrips.
- No alcohol allowed.
- No projectiles shall leave the boundaries of the site.
- All applicable Federal, State and County rules and regulations shall be adhered to.
- Must meet all requirements of the Kendall County Health Department
- Water and drainage plans must be approved by the Kendall County Planning, Building and Zoning Office.
- Signage is permitted but must meet the Sign Ordinance regulations of Section 12 of the Zoning Ordinance.
- Lighting shall meet the standards of Section 11.02.F.12.a of the Zoning Ordinance.
- Must adhere to the Performance standards of Section 10.01.F of the Zoning Ordinance

Co Board 7/16/2013
c) Outdoor Commercial Sporting Activities including but not limited to swimming facilities and motocross sports. Appropriate regulations for lighting noise and hours of operation shall be included in the conditions. Outdoor commercial sporting activities shall exclude outdoor target practice, athletic fields with lights, paintball facilities and riding stables; including but not limited to polo clubs, and similar uses.

d) **Delete from SECTION 10.01.C.7 (M-1 Limited Manufacturing- Special Use) which automatically deletes it from 10.02.C (M-2 Heavy Industrial District- Special Use)**

e)—— indoor & Outdoor Target Practice, provided that outdoor target practice meets the following conditions:
   a) — Hours and days of operation as specified in the Special Use Permit to be determined by the County Board.
   b) — No activity shall leave the boundaries of the site.
   c) — All applicable State and County rules and regulations shall be adhered to.

Delete from section 10.02.C- M-2 Special Use
Kendall County Government Agency and other law enforcement shooting range with conditions to be set and approved by the County Board.

Re-word in 10.03.B (M-3 Aggregate Materials Extraction, Processing & Site Reclamation- Special Use) & add in Sections 7.01.D (A-1 Agricultural- Special use); 9.03.C (B-2 General Business District- Special Use); 9.04.C (B-3 Highway Business District- Special Use), 9.05.C (B-4 Commercial Recreation- Special Uses), 9.06 (B-5 Business Planned Development), 9.07.C (B-6 Office and Research Park District- Special Use), 10.01.C (M-1 Limited Manufacturing- Special Use) & 10.02.C (M-2 Heavy Industrial District- Special Use):
Kendall County Sheriff’s Office shooting range with conditions to be set and approved by the County Board.

Re-word in Sections 7.01.D.31 (A-1 Agricultural- Special use)
1. Private clubs or lodges not including indoor or outdoor gun clubs and uses regulated in Section 4.16 (Adult Book Store, Adult Motion Picture Theater, Adult Mini-Motion Picture Theater, Adult Entertainment Facilities, Adult Use, Adult Massage Parlors or Spas, Tattoo Parlors and Permanent Body Art Establishments, Striptease Club or Gentlemen’s Club and Adult Video Store.)

**IN WITNESS OF:** this Ordinance has been enacted by the Kendall County Board this 16th day of July, 2013.

Attest:
Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
John Shaw

Amendment to Subdivision Control Ordinance

Member Cullick moved to approve Petition 13-15 Amendment to Sections 11.00 (Exceptions) & 18.00 (Appeals) of the Kendall County Subdivision Control Ordinance. Member Wahli seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

Petition #13-15

**ORDINANCE # 2013-15**

**AMENDMENT TO SECTION 11.00 (EXCEPTIONS) & SECTION 18.00 (APPEALS) OF THE KENDALL COUNTY SUBDIVISION CONTROL ORDINANCE**

WHEREAS, Kendall County regulates development under authority of its Subdivision Control and related ordinances; and

WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, all administrative procedures for amendments have been followed including a Public Hearing held before the Kendall County Zoning Board of Appeals on July 1, 2013.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends the Kendall County Subdivision Control Ordinance as provided below:

**SECTION 11.00 EXCEPTIONS**

A. Hardships
   1. Where the Plat Officer finds that extraordinary hardships or particular difficulties may result from the strict compliance with this Ordinance he/she may, after written application by the subdivider, recommend in writing to the Planning, Building, and Zoning Committee (hereinafter referenced as
PBZ) variations or exceptions to the regulations, subject to specified conditions, so that substantial justice may be done and the public interest secure, provided that such variations or exceptions shall not have the effect of nullifying the intent and purpose of this Ordinance.

The recommendations shall be communicated to the County Board in writing with the reasons therefore. The County Board may approve the variations from these regulations in specific cases which in their opinion, do not affect the general plan or the spirit of the Ordinance.

2. The Plat Officer shall not recommend variations or exceptions to the regulations of this Ordinance unless he shall make findings based on the evidence presented to him in each specific case, that:

a. Because of the particular physical surroundings, shape or topography conditions of the specific property involved a particular hardship to the owner would result as distinguished from a mere inconvenience, if the strict letter of the regulations was carried out.

b. The conditions upon which the request for a variation is based are unique to the property for which the variation is sought and are not applicable, generally to other property, and have not been created by any person having an interest in the property.

c. The purpose of the variation is not based exclusively upon a desire to make more money out of the property.

d. The granting of the variation will not be detrimental to the public safety, health, or welfare, or injurious to other property or improvements in the neighborhood in which the property is located.

B. Large Scale Development: The standards and requirements of this Ordinance may be modified in the case of large scale developments when the Plan Commission recommends and the County Board confirms by a 2/3 vote that a plan and program for a new village, complete community, shopping center, industrial park, or neighborhood unit provides adequate public open spaces and improvements for the circulation, recreation, light, air and service needs of the tract when fully developed, and which also provides such covenants or other legal provisions as will assure conformity and achievement of the plan.

SECTION 18.00 APPEAL

Notwithstanding any language in Section 13.01.A.3 of the Kendall County Zoning Ordinance, as may be amended from time to time, any person or corporation may appeal within sixty (60) days to the Planning, Building, and Zoning Committee (hereinafter referenced as PBZ) of the County Board any decision made by the plat officer. Appeals of any decision made by PBZ may be made to the full County Board. The County Board shall act as a Board of Appeals and shall hear and decide appeals from and review any final order, requirement, decision or determination made by PBZ, under this Subdivision Control Ordinance. The concurring vote of two thirds (2/3) of the members of the County Board, whether present or absent, shall be necessary to reverse any final order of the PBZ under this ordinance.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 16th day of July, 2013.

Attest:
Kendall County Clerk
Debbie Gillette
Kendall County Board Chairman
John Shaw

Amendment to Land Cash Ordinance

Member Gilmour moved to approve Petition #12-03 Amendment to the Kendall County Land Cash Ordinance.
Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2013-16
AMENDMENT TO THE KENDALL COUNTY LAND CASH ORDINANCE

WHEREAS, the Kendall County Board approved the last amendment to the Land Cash Ordinance on May 19, 2009; and

WHEREAS, the Kendall County Board amends these ordinances from time to time in the public interest; and

WHEREAS, the County Board has determined that a complete revision to the Land Cash Ordinance be undertaken;
WHEREAS, all administrative procedures for amendments have been followed including a public hearing held before the Kendall County Zoning Board of Appeals on July 1, 2013;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby approves an amendment to the Kendall County Land Cash Ordinance, as presented in Exhibit "A" attached hereto and made a part hereof.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 16th day of July, 2013.

Attest:
Kendall County Clerk                     Kendall County Board Chairman
Debbie Gillette                          John Shaw

Contract with Wilkinson Excavating for the Fields of Farm Colony

Not ready for approval.

State’s Attorney, Eric Weis commented on the noise ordinance and presented an option regarding if the owner allows the violation. They are looking draft an ordinance to mirror the drug forfeiture act.

Public Safety

Chairman Shaw reviewed the minutes from the July 8, 2013 meeting. Mr. Shaw stated that Kencom has a need for another dispatcher and they have successfully merged with the Village of Montgomery and Aurora Township Fire District to become a part of Kencom. Work has begun on the CAD and mapping issues in anticipation of bringing Montgomery in. There were 27 deaths reported by Coroner Toffoy. There were 114 articles of contraband refused at the courthouse.

Highway

Intergovernmental Agreement with City of Yorkville for TAP Funds

Member Koukol moved to approve the Intergovernmental Agreement with the city of Yorkville For TAP Funds not to exceed $5,000. Member Wehrli 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 13-12 is available in the Office of the County Clerk.

Intergovernmental Agreement for the Installation of a Roundabout

Member Flowers moved to approve the Intergovernmental Agreement for the Installation of a Roundabout at the Intersection of Little Rock Road, Creek Road and Abe Street in Plano IL. Member Wehrli seconded the motion.

County Engineer, Fran Klaas stated that this has been ongoing for quite some time; an engineering agreement was signed over a year ago. They evaluated all of the alternatives and have recommended a solution to a safety issue that is there. Close to $100,000 has been invested in engineering and land acquisition efforts all going down the path to the idea of building a roundabout. Plano has approved the agreement. Mr. Klaas stated that the roundabout is cheaper, less right-of-way, lowers utility and power cost, and has less ongoing maintenance. Since the year 2000 there have been 27 total crashes at the intersection; 11 were personal injury accidents, 26 people hurt. In 1998 there was a double fatality at the intersection and another just north of the intersection involving a bicycle. Last fall there was another fatality. Mr. Klaas stated that the Intergovernmental agreement lays out that the county pays for pretty much all of the initial costs with the exclusion of sidewalks and multiuse paths. Once the Improvement is build then the City of Plano has obligations to own and maintain the landscaping, energy costs related to overhead lighting, and pedestrian crossings. Members discussed the traffic study data, speed limit, safety, the cost of building the roundabout and other options.

RECESS

RECONVENE

Members continued to discuss the location of the roundabout, costs of other options, and sidewalks and paths.

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

Member Purcell moved to put up a 4 way stop sign. Member Flowers seconded the motion. Motion dropped because there was not an action item on the agenda.
Member Purcell stated that the county engineer needs direction on how to proceed; this would be the direction to provide the safety that the intersection deserves.

Member Wehrli moved to refer to the Highway Committee a 4 way stop sign at the intersection. Member Purcell seconded the motion.

Members discussed having a public hearing.

Member Prochaska made a motion to reconsider the Intergovernmental Agreement for the installation of a roundabout at the intersection of Little Rock Road, Creek Road and Abe Street in Plano and refer to the Committee of the Whole for further proceedings. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote. All members present voting aye. Motion carried.

Members Gryder and Flowers were excused from the meeting at 11:25am.

Facilities

Member Koukol reviewed the minutes in the packet from the July 1, 2013 meeting.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $905,447.62. Member Gilmour seconded the motion.

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

Courthouse Locker Room Build-out

Member Purcell made a motion to authorize the approval to use the Courthouse Expansion Fund 97 to pay for the Courthouse Locker Room Build-out in an amount not to exceed $24,100. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Task Order #2013-003 for professional services to be rendered at 111 W Fox St

Member Purcell made a motion for the approval of task order #2013-003 between Kluber Architects & Engineers and the County of Kendall for professional services to be rendered at 111 W Fox St in the amount not to exceed $600,000 from the COB Capital Improvement Fund 4. Member Cullick seconded the motion.

Member Purcell discussed budget hearing dates.

Labor & Grievance

No report.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the July 11, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

Public Building Commission
Member Wehrli stated that they did not meet.

VAC
Member Wehrli stated that the Salute to Veterans dinner is July 18 at the fairgrounds.

Historic Preservation
Member Wehrli stated that they will meet on July 17, 2013.

UCCI
Member Prochaska stated that the summer conference is on July 22nd – 23rd.

708 Mental Health
Member Gilmour stated that the next meeting is on December 4, 2013.

Rivervalley Workforce Investment Board
Member Koukol stated that they passed the budget. They discussed the CEOs and the direction of the board.

Housing Authority
Member Prochaska stated that the next meeting is on July 26, 2013.

CMAP MPO Policy Committee
No report.

OTHER BUSINESS

Task Order #2013-003 for professional services to be rendered at 111 W Fox St
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Member Prochaska asked if it would be a better idea to have a special Committee of the Whole meeting in Little Rock Township to discuss the roundabout issue. The consensus was to have the meeting at the regular location.

CHAIRMAN’S REPORT

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

Appointments

Terri Frisk – 708 Mental Health Board – 4 year term – expires December 2016
Richard Whitfield – 708 Mental Health Board – 4 year term – expires December 2015
Martin Myra – Big Slough Drainage District – 3 year term – expires September 2016
Christina Cooper – Board of Health – 4 year term – expires July 2017

CITIZENS TO BE HEARD

Rennetta Mickelson, 904 E Edgelawn, Plano thanked the board for entertaining the idea of a public hearing on the roundabout matter.

QUESTIONS FROM THE PRESS

Matt Schury from the Kendall County Record asked for clarification on what committee the roundabout discussion was going to be talked about. The discussion was referred back to the Committee of the Whole. Mr. Schury asked if the current locker room at the courthouse is co-ed. It is currently designed as a unisex locker room. Mr. Schury asked if the board has been given a synopsis on the audit. There was no comment on a pending investigation.

Co Board 7/16/2013 - 10 -
Ryan Morton from WSPY asked if the State’s Attorney decided to do nothing with the audit would he let the board know. State’s Attorney, Eric Wels stated that when the audit is done it will become public to everyone. What the board chooses to do with the findings is up to them, depending on what the audit shows it may involve the State’s Attorney’s office or it may not.

ADJOURNMENT

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

Approved and submitted this 24th day of July, 2013.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>1,069.50</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>1,140.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>30.00</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,754.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>36,335.00</td>
</tr>
<tr>
<td><strong>Total County Clerk Fees</strong></td>
<td></td>
<td><strong>41,328.50</strong></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$</td>
<td>30,052.75</td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$</td>
<td>22,624.50</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$</td>
<td>38,228.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$</td>
<td>4,774.00</td>
</tr>
<tr>
<td>Interest</td>
<td>$</td>
<td>18.76</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>6,416.32</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>19,251.00</td>
</tr>
<tr>
<td>CK # 17378</td>
<td>To KC Treasurer</td>
<td>$</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $1700.00 ck # 17377
Dom Viol Fund sent from Clerk's office $195.00 ck 17375
# Kendall County General Fund

## Quick Analysis of Major Revenues and Total Expenditures

### For Eight Months Ended 07/31/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
<th>2012 YTD Actual</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$315,000</td>
<td>$315,376</td>
<td>100.12%</td>
<td>$220,501</td>
<td>70.00%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$1,950,000</td>
<td>$1,860,825</td>
<td>95.43%</td>
<td>$1,465,961</td>
<td>81.44%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$274,245</td>
<td>80.66%</td>
<td>$246,728</td>
<td>72.57%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$570,996</td>
<td>60.30%</td>
<td>$626,935</td>
<td>64.63%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$312,442</td>
<td>78.11%</td>
<td>$275,712</td>
<td>72.56%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$789,897</td>
<td>65.82%</td>
<td>$841,327</td>
<td>64.72%</td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$351,178</td>
<td>63.85%</td>
<td>$357,119</td>
<td>63.77%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$26,405</td>
<td>66.01%</td>
<td>$28,920</td>
<td>62.63%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$15,234</td>
<td>43.53%</td>
<td>$19,612</td>
<td>39.22%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$732,622</td>
<td>66.57%</td>
<td>$705,858</td>
<td>71.88%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,634,456</td>
<td>68.10%</td>
<td>$1,602,204</td>
<td>66.76%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$231,978</td>
<td>122.09%</td>
<td>$149,010</td>
<td>87.65%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$573,900</td>
<td>71.29%</td>
<td>$629,223</td>
<td>83.90%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$481,054</td>
<td>68.53%</td>
<td>$488,009</td>
<td>108.45%</td>
</tr>
</tbody>
</table>

**TOTALS** | **$10,974,464** | **$8,170,608** | **74.45%** | **$7,164,743** | **72.91%**

### Expenditures

<p>| | | | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,200,000</td>
<td>$2,885,899</td>
<td>68.71%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,200,000</td>
<td>$2,885,899</td>
<td>68.71%</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 2013 Monthly Report**

<table>
<thead>
<tr>
<th>DATE</th>
<th>CASE NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wednesday, July 03, 2013</td>
<td>1307177</td>
<td>9:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Thursday, July 04, 2013</td>
<td>1307176 *</td>
<td>2:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Friday, July 05, 2013</td>
<td>1307177 *</td>
<td>7:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Saturday, July 06, 2013</td>
<td>1307180 *</td>
<td>3:10 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Saturday, July 06, 2013</td>
<td>1307181 *</td>
<td>10:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 06, 2013</td>
<td>1307182 *</td>
<td>11:30 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Thursday, July 11, 2013</td>
<td>1307183 *</td>
<td>12:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 11, 2013</td>
<td>1307184</td>
<td>9:59 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Friday, July 12, 2013</td>
<td>1307185 *</td>
<td>8:36 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, July 14, 2013</td>
<td>1307186 *</td>
<td>6:15 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, July 14, 2013</td>
<td>1307187 *</td>
<td>10:43 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, July 15, 2013</td>
<td>1307188 *</td>
<td>8:08 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, July 15, 2013</td>
<td>1307189</td>
<td>1:55 PM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Behind Store</td>
</tr>
<tr>
<td>Wednesday, July 17, 2013</td>
<td>1307190</td>
<td>10:20 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, July 18, 2013</td>
<td>1307191</td>
<td>12:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 20, 2013</td>
<td>1307192 *</td>
<td>5:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 20, 2013</td>
<td>1307193 *</td>
<td>6:41 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, July 21, 2013</td>
<td>1307194 *</td>
<td>4:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td>Sunday, July 21, 2013</td>
<td>1307195 *</td>
<td>6:45 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 27, 2013</td>
<td>1307196 *</td>
<td>8:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, July 27, 2013</td>
<td>1307197 *</td>
<td>8:06 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, July 29, 2013</td>
<td>1307198 *</td>
<td>10:22 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, July 30, 2013</td>
<td>1307199 *</td>
<td>5:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours **78%**

<table>
<thead>
<tr>
<th>Outside</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>18</td>
<td>23</td>
</tr>
</tbody>
</table>

**Autopsies**

Two (2) Autopsies were performed during the month of July.

**Inquests**

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

**Statistics:**

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>Stats for Same Period In 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths.....</td>
<td>199</td>
<td>187</td>
</tr>
<tr>
<td>Autopsies to Date..............</td>
<td>13</td>
<td>13</td>
</tr>
<tr>
<td>Toxicology Samples...........</td>
<td>11</td>
<td>17</td>
</tr>
<tr>
<td>Cremation Permits.........</td>
<td>97</td>
<td>87</td>
</tr>
</tbody>
</table>

**Coroner’s Office Personnel Update:**

Deputy Coroner Purcell attended the Master’s 15 Conference for Advanced Death Investigation at St. Louis University School of Medicine, Division of Forensic Sciences. This training also satisfied her CEU hours required for maintaining her Diplomate Status with the American Board of Medicolegal Death Investigators.
KENDALL COUNTY
PLANNING, BUILDING & ZONING COMMITTEE
Kendall County Office Building
Rooms 209 & 210
111 W. Fox Street, Yorkville, Illinois
6:30 p.m.
Meeting Minutes of August 12, 2013

CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Lynn Cullick, Vice-Chair Judy Gilmour and Jeff Wehrli
Absent: Amy Cesich
Also present: Senior Planner Angela Zubko, Interim PBZ Director Jeff Wilkins and Code Official Brian Holdiman

APPROVAL OF AGENDA
Lynn Cullick made a motion to approve the agenda as written, Jeff Wehrli seconded the motion. All agreed and the motion was approved.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from July 8, 2013. Lynn Cullick seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Lynn Cullick made a motion to approve the expenditure report in the amount of $14,541.41 and forward it onto the Finance Committee, Jeff Wehrli seconded the motion. All agreed and the motion was approved.

CITIZENS TO BE HEARD
There were no citizens to be heard at this time

PETITIONS- None

OLD BUSINESS- None

NEW BUSINESS
Response to Insurance Services Office (ISO) survey and reclassification- Mr. Holdiman stated the insurance organization group audits all building departments every 5 years, our last one was about 8 years ago. They grade us on the codes we have adopted, how we enforce and the training that they’ve had, how the office is set up and they designate a number between 1 and 10, 1 being the exemplary building department and 10 being you don’t have a department. No one in Illinois has a 1 and very few 2’s. Most are 5 or 6’s. Our department was at a 5 but we are now designated a 9 since we’re 2 building code cycles behind, have not adopted a residential sprinkler requirement and also have not adopted the Commercial 1 & 2 Family Wildland-Urban Interface Codes. Mr. Holdiman says it is to mitigate structure fires that would inhibit wildlife. This doesn’t really pertain to us but maybe if a large corn field caught on fire.
Mr. Holdiman plans to bring his recommendations and changes to the PBZ Committee soon. There was some discussion on the newer codes, how it works for homeowners insurance and what other communities are doing.

By August 22nd we need to sign the form and send it back. Mr. Wehrli stated he would assume if we adopt the newest code that would be what they're looking for and not so much about the other two items. Mr. Holdiman will work on his suggestions and bring it back to the PBZ Committee.

**Junk and other waste matter on private property to be a nuisance- 1968-Inoperable Motor Vehicles Ordinance #88-15-**

Mr. Holdiman stated these are the two ordinances we currently enforce. These were brought up tonight to start the process of discussing changing these ordinances or leave them the same. Mr. Holdiman is looking for direction from the Committee. Mr. Wehrli asked if the Sheriff's office is towing cars? Mr. Holdiman said that is not how its being done, everything goes through the States Attorney's Office. Mr. Wehrli asked what Mr. Holdimans' suggestions are to change these ordinances. Mr. Holdiman stated he would possibly like the authority to write tickets. He stated about 80% of the time he can get people to resolve some of the issues but not always. Mr. Gryder and Ms. Cullick would like to re-write these. There was discussion maybe having the SAO look at re-writing these with some clear direction. Also the question came up if we actively want to enforce this or be complaint driven. Mr. Wehrli asked how this would work for garbage. Mr. Holdiman stated for garbage the Health Department handles those issues. The Committee suggested to combine the garbage and junk so its not two separate paths. Mr. Wilkins will contact the SAO and give them some direction onto drafting updated ordinances.

**Intergovernmental Agreement with the Village of Millbrook-**

Intergovernmental Agreement with the Village of Plattville-

Planner Zubko stated the intergovernmental agreements will be on the County Board agenda next Tuesday but wanted to make sure everyone knows the process. The projects do not go to the County Board but their respective Village Board's. Jeff Wehrli made a motion to approve the intergovernmental agreements and forward it onto the next County Board meeting, Lynn Cullick seconded the motion. All were in favor and the agreement will be place on the next County Board meeting agenda.

**LTA Grant Discussion- Pay as we Grow application- approval of a resolution to be passed by the County Board-**

Mr. Wilkins stated in the packet was the grant application he made to CMAP. At the last mayors and managers meeting they discussed this idea so Mr. Wilkins submitted an application. Basically this would look at the amount of growth we can sustain without referendums to tax. This project would be countywide and a collaborative effort. Mr. Wilkins said since it was submitted we’ve had an introductory interview about some questions on the application. Mr. Wilkins said the Oswego Library District is in favor of it and talked to the Oswego Fire Protection District. Before CMAP makes their decision he would like the County Board to pass a resolution in support and will ask others as well to pass a resolution. Mr. Wehrli asked if we should make everyone aware before we make it public and send out the resolution. Mr. Wilkins will start making contacts to the different taxing bodies and to please contact us with questions. Mr. Wehrli made a motion to approve and send it to the full county board, Lynn Cullick.

**APA IL Conference-** Planner Zubko just wanted to make sure it would be okay if she attended the IL-APA conference in Columbia, IL and share a room with Krysti from the City of Yorkville. Planner Zubko stated there is still money left in the budget. None of the committee members saw any issue with that.
Billboards- Planner Zubko stated in the ordinance it states: 12.21 AMORTIZATION (Amended 10/17/2000) All outdoor advertising structures which display a commercial message shall be removed no later than seven (7) years from the date of this amendatory ordinance. Outdoor advertising structures which display a non-commercial message may remain provided that the sign meets the size, setback, height and bulk standards of the district. Signs may also be reconstructed to meet this requirement provided that building permits are issued to complete such reconstruction. It was brought up back in April 2011 to enforce the amortization process again but that ended up not going anywhere. There currently is a special use for the ultimate sports dome and in their special use it states the billboard must be removed by November 2005. The billboard still exists and they are possibly looking to amend their special use but would like to know if they need to remove the billboard or if it could stay erected. Planner Zubko asked the committee what they think of billboards. We currently have 7 in the County in which 5 had building permits we could locate. This discussion will be continued until next month. Mr. Holdiman stated it is only a matter of time before someone thinks they could be considered agricultural exempt.

Lynn Cullick just wanted to say she appreciates Planner Zubko contributing to the noise ordinance. It will go back to judicial legislative committee where they will decide where to take it from there.

PUBLIC COMMENT – None

UPDATE ON HISTORIC PRESERVATION- The fair was a success and working on having a guest speaker this year that will hopefully attract many people from surrounding areas. Mr. Gryder stated he talked to Ms. Todd during the fair and she stated some of the changes she would like to see to the ordinance for grants.

PROJECT STATUS REPORT– Reviewed
PERMIT REPORT– Reviewed
REVENUE REPORT– Reviewed
CORRESPONDENCE – None

EXECUTIVE SESSION- 5 ILCS 120/2(c)(1): The appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, including hearing testimony on a complaint lodged against an employee of the public body or against legal counsel for the public body to determine its validity.

Jeff Wehrli made a motion to go into executive session at 7:30. Judy Gilmour seconded the motion. The Committee went into executive session.

ADJOURNMENT- Next meeting will be on September 9, 2013
Lynn Cullick made a motion to adjourn the meeting. Jeff Wehrli seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:27 p.m.

Respectfully Submitted,
Angela L. Zubko
Senior Planner
COUNTY OF KENDALL, ILLINOIS
PLANNING, BUILDING & ZONING DEPARTMENT

Fields of Farm Colony Subdivision
Detention Pond Outlet Remediation and Trail Reconstruction

Notice to Bidders
Location Map
Instructions to Bidders
Bid Form

June 13, 2013
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NOTICE TO BIDDERS

The County of Kendall, Illinois (hereinafter, “County”), by and through the Kendall County Planning, Building & Zoning Department, will accept sealed bids for the removal and reconstruction of two detention pond outlet structures, erosion restoration as well as the reconstruction of a section of a limestone screenings trail in the Fields of Farm Colony Subdivision bounded by Illinois Rt. 71 to the west, Reservation Road to the north, Minkler Road to the east, and Hilltop Road to the south, in unincorporated Kendall County, IL. More specifically, the project location includes the existing detention ponds and trail bounded by Audrey Ave. to the south and Fields Dr. to the north.

Bid packets may be obtained at the Kendall County Planning, Building & Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois 60560 between the hours of 8:00 A.M. C.ST. and 4:30 P.M. C.S.T. for a fee of $10.00, or may be obtained on the Kendall County Planning, Building & Zoning Department’s website at http://www.co.kendall.il.us/rupt_rig.htm. Bid packets will be available starting June 13, 2013 and sealed bids shall be submitted no later than 2:00 P.M. C.S.T. on June 28, 2013. Any bids submitted after 2:00 P.M. C.S.T. on June 28, 2013 will not be considered.

Bids shall be submitted to Kendall County Planning, Building & Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois 60560. Bids will be opened and read aloud on June 28, 2013 at 2:00 P.M. C.S.T. at the Planning, Building & Zoning Office. Kendall County reserves the right to reject any bids that fail to meet specifications and to waive irregularities.
DEFINITIONS AND TERMINOLOGY

In the event of a conflict between the definitions herein and any found in the Agreement, infra, the former shall govern for the purpose of this section only. All other terms which are not herein defined have their ordinary dictionary meaning.

*Addendum (Addenda, Plural)* - An Addendum is a document issued by the County prior to the opening of the General Bids which clarifies, amends, or modifies the Bidding Documents or the Bid Documents.

*Base Bid* - A Base Bid is the sum proposed by a Bidder to perform the Work and does not include any Alternate Bids.

*Bid* - A Bid is a proposal to do the Work for a specified sum and includes accompanying forms which are required to be submitted.

*Bid Alternate* - A Bid Alternate (or An Alternate) is a proposal for work which is bid alternatively to the original bid proposal pursuant to instructions contained in the Bid Form. Such alternative bids may include proposals for work that is different in scope from that contained in the Base Bid.

*Bidder* - A Bidder is an entity that submits a Bid.

*Bidding or Bid Documents* - The Bidding or Bid Documents are comprised of, but not limited to, the Notice to Bidders, Instruction to Bidders, Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D Schedule of Prices, and Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction; all attachments, all forms (e.g., Bid forms), any wage rates, any supplementary terms and conditions thereto, any drawings, any specifications and all addenda.

*Project* - The Project is the total Construction or the various separately identifiable parts thereof required by the Bid Documents, including all labor, materials, and equipment furnished, furnished and incorporated into the Project, or to be provided by the Bidder to fulfill the Bidder's obligations as provided for in the work described in the Bidding Documents.
INSTRUCTIONS TO BIDDERS

General Description: Sealed bids are being accepted for Fields of Farm Colony Subdivision Detention Pond Outlet Remediation and Trail Reconstruction. Instructions to Bidders and specifications will be available after June 13, 2013 between 8:00 A.M. C.S.T. and 4:30 P.M. C.S.T. daily until June 28, 2013 at 2:00 P.M. C.S.T. in the Kendall County Planning, Building and Zoning Department (hereinafter, “KCPBZ”), 111 West Fox Street, Suite 203, Yorkville, IL 60560 – telephone (630) 553-4141.

Examination: Bidders shall receive a copy of the Notice to Bidders, Instruction to Bidders, Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Price and Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction, and any addenda to use in preparing a bid. Bidders shall examine the Bidding Documents and visit the project site to obtain first-hand knowledge of existing conditions. Extra compensation will not be given for conditions which can be determined by examining the Bidding Documents and site.

Questions and Interpretations: All questions about the meaning or intent of the Bidding Documents shall be submitted in writing to Senior Planner Angela Zubko via email to azubko@co.kendall.il.us or via fax to (630) 553-4139, or personal delivery no later than five (5) calendar days prior to the date set for the opening of Bids. Any questions received after such time shall be answered at the discretion of the County. Replies will be issued to all bidders of record as Addenda to the appropriate attachment and will become part of the Agreement portion to the Bidding Documents. Questions will not be responded to by oral clarification.

Only questions answered by an Addendum shall be binding. Oral clarifications or interpretations shall be without legal effect. Addenda shall either be faxed or mailed to all persons having picked up Bidding Documents from the County and shall be posted to the County web site. Each Bidder shall be responsible for determining that it has received all Addenda issued. A Bidder’s failure to acknowledge any Addendum shall constitute sufficient cause for rejection of a Bid at the County’s sole discretion.

Failure to request clarification will not waive responsibility of comprehension of the Bid Documents and performance of the work in accordance with the intent of the documents. By submitting a bid proposal, the Bidder signifies that he or she understands, has read and agrees to all terms contained in the Notice to Bidders, Instruction to Bidders, Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Price and Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction and any addenda, and any other documents contained in the Bid Documents, for this Request for Proposal.

Submittal: Submit completed bid and other required documents in a sealed envelope clearly marked “Fields of Farm Colony Subdivision Detention Pond Outlet Remediation and Trail Reconstruction” and the name and address of the bidder. No responsibility shall be attached to the County or KCPBZ for the premature opening of any bid not properly addressed and identified. No bid will be considered unless all stipulations of this document and the Agreement, including the Bid Forms, have been completed.
Completed bids can be forwarded or mailed to Kendall County Planning, Building and Zoning Department, 111 West Fox Street, Suite 203, Yorkville, Illinois, 60560. Bids must be received before June 28, 2013 at 2:00 P.M. C.S.T. in order to be considered.

Bids shall be deemed a Firm Offer continuing for sixty (60) days after Date and Time set for Opening of Bids and thereafter until withdrawn by written notice received by the County. Bids may not be modified, withdrawn, or cancelled by the Bidder during this time period.

Pre-Qualification: The Bidder shall submit on a separate document, to be included with the bid, three current references, which are similar in size and scope of work to this bid. The references shall include the reference company name, contact person’s name, company address, company telephone number and a narrative of the scope of work, the dates work began and was completed and the completed contract amount. The Bidder shall also submit with the bid a copy of all pertinent licenses, which are required in the performance of this work.

Kendall County also reserves the right to require bidders to provide information necessary to determine the qualification of the Bidder to satisfactorily perform the work including proof that the Bidder:

- Has adequate equipment to perform the work properly.
- Has a suitable financial status to meet the obligations incidental to the work.
- Has the appropriate technical expertise, certification, degree, and experience.
- Has satisfactorily performed contracts of similar nature and magnitude.

Bid Opening: Bids shall be stamped with the date and time received. The bids shall be opened on June 28, 2013 at 2:00 P.M. C.S.T. by KCPBZ or designee. Each bid shall be analyzed to ensure that all stipulations have been satisfied. The results shall be recorded and forwarded with all Bidding Documents to the Planning, Building and Zoning Committee.

Bid Award: It is the intent of Kendall County to award the bid to the lowest responsible Bidder who has met all stipulations of the Bidding Documents, including the Agreement and Addenda, if any. The County reserves the right to award only the Base Bid items or any combination of Base Bid plus Bid Alternates items as determined to be in the best interest of the County. The Contract will be awarded on a Lump Sum basis; however, the County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form – Attachment C. A Bidder will be considered non-responsive if they do not provide a bid for all items (Base Bid and Bid Alternates).

Rejection of Bids: The County and KCPBZ reserve the right to reject any or all bids; to waive technicalities; and reserve the right to award a contract which is in the best interests of Kendall County.

The County reserves the right to reject the Bid of any Bidder who has not completed a prior project, whether with the County or elsewhere, because of the fault of the Bidder, its Subcontractors or employees; has been declared in default on a prior contract whether with the County or elsewhere; has failed to complete a prior project in a timely fashion whether with the County or elsewhere; based on its work record, is not capable of performing the Work whether due to lack of sufficient prior experience, as determined by the County, or for any other reason; has a work record of its Subcontractors demanding direct payment from the owner; has a work record of its Subcontractors, employees or material suppliers complaining to the County or other
awarding authority regarding the Bidder’s failure to pay them; or has a record of its failure to comply with State laws, County ordinances or municipal codes. “Work record” or “record” constitutes a minimum of one event in the work history of the Bidder.

**Disqualification:** Kendall County reserves the right to disqualify bids, before or after opening, upon evidence of collusion with intent to defraud or other illegal practices upon the part of the Bidder.

**Execution of Contract:** The accepted Bidder shall assist and cooperate with County in preparing Attachment A – the Agreement and within five (5) days following its presentation shall execute same and return to Senior Planner Angela Zubko of KCPBZ. The Agreement shall be executed before the offer expires.

**Bid Forms.** Each Bid shall be submitted on the Bid Form included herein as part of Attachment C, the Schedule of Prices included herein as Attachment D and the Bid Price included herein as part of Attachment C. In the case of a conflict between dollar figures and words, written amounts shall control over dollar figures. All blank spaces shall be filled. Any and all blank spaces shall constitute sufficient cause to reject any bid. The Bid Form shall be completed in ink or by typewriter. Signatures shall be in long hand and the completed form shall be without delineations, alterations or erasures. No bids will be accepted after 2:00 P.M. C.S.T. on June 28, 2013.

**Contents of Proposals:** Proposals shall state a total bid price to perform all of the work described in the Plans attached hereto as Attachment E, entitled, “Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction,” dated June 13, 2013 (Base Bid), as well as that work described herein as the Bid Alternate. Bidders are encouraged to visit the site and become thoroughly familiar with all the work that is to be performed under this bid. A Location Map showing the site is attached hereto as Attachment B. Existing conditions, dimensions and elevations that may affect the bid should be noted and accounted for. All aspects of the proposed construction that are required to provide a thoroughly completed project should be included in the lump sum bid price.

**Requests for Payment:** With requests for payment, the Bidder shall furnish the County with waivers of lien for all subcontractors or material suppliers involved with the construction of this project.

**Building Permit(s):** The Bidder does not need to obtain any building permits from the Kendall County Planning, Building and Zoning Department for construction.

**Construction Easement:** All work and access shall occur within existing easements and the Bidder shall perform all work in accordance with easement terms and conditions. Bidder shall notify the County of any work or access anticipated outside existing easements and shall be responsible to secure necessary and required easements before construction begins.
ATTACHMENT A

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS, a unit of local government, (hereinafter “Kendall County” or “County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and Wilkinson Excavating, which is registered as a S-Corp company within the State of Illinois or, with its principal place of business at 725 E. LaSalle, Somonauk, IL, 60552 (hereinafter referred to as “Bidder”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

1. All recitals set forth above are hereby incorporated in this Agreement by reference.

2. Pursuant to and set forth in this Agreement, Bidder will provide Kendall County with the following services: The removal and re-construction of two (2) detention pond outlet structures, erosion restoration as well as the re-construction of a section of a limestone screening trail in the Fields of Farm Colony Subdivision. The area containing the aforementioned ponds and trails lies in unincorporated Kendall County, Illinois and is bounded by Illinois Route 71 to the west, Reservation Road to the north, Minkler Road to the east and Hilltop Road to the south. More specifically, the project location includes the existing detention ponds and trail bounded by Audrey Avenue to the south and Fields Drive to the north. Please see attached Attachment B and Attachment E, for a depiction of the project area and location map. Services set forth herein shall be referred to as, “the Project.”

3. This Agreement includes Attachment A--Agreement, Attachment B--Location Map, Attachment C--Bid Form, Bid Price and Signature Page, Attachment D--Schedule of Prices, Attachment E -- Engineering Plans for Fields of Farm Colony, Pond Outlet and Trail Reconstruction and all Addenda, if any, Notice to Bidders, Instructions to Bidders, any other attachments and the terms of the RFP dated June 13, 2013, all of which are hereby incorporated by reference and collectively referred to herein as “the Agreement”.

4. Damages: All work under this contract shall be completed by November 15, 2013. Liquidated damages of $500 per day shall be assessed for every calendar day that the Project is incomplete past the November 15th completion date.

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

6. **Presence of Foreman:** Bidder hereby agrees to have a foreman present at all times when work is being done at the Project site. If at any time work is being done at the Project site and the foreman is not present, it will be considered a breach of this Agreement.

7. **Unsatisfactory Workers:** Should Kendall County have a complaint regarding the performance of the services or the behavior of Bidder’s officers, employees and/or agents performing services under this Agreement, or should Kendall County request a change in the manner in which services are being performed pursuant to this Agreement, Kendall County shall transmit the same to the Bidder’s on-site foreman and/or to any other member of Bidder’s management, who shall take immediate action and shall resolve the problem to Kendall County’s satisfaction. Bidder’s failure to take immediate action and/or to resolve the problem to Kendall County’s satisfaction may result in a material breach of the Agreement.

8. **Conflicting Terms:** In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: Attachment A/ Agreement, then Attachment C/ Bid Price and Bid Form, then Attachment D/ Schedule of Prices, then Attachment E/ Engineering Plans, then Attachment B/ Location Map, then other Attachments or Exhibits to this Agreement, if any, then the Notice to Bidders dated June 13, 2013, then the Instructions to Bidders, then the Addenda, if any.

9. **Conformity with the Law:** This Agreement shall be governed by and construed in accordance with the laws of the State of Illinois, without regard to choice of law principles. Any provisions of this Agreement which may be prohibited or held unenforceable in any court of competent jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction only, and without invalidating the remaining provisions hereof in any other jurisdiction. Notwithstanding any other provision to the contrary, venue in all legal proceedings between the parties shall be in the Circuit Court of Kendall County, Illinois.

10. **Indemnification:** Bidder shall indemnify, hold harmless and defend with counsel of Kendall County’s own choosing, Kendall County, its elected 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 or relating to any loss, damage, injury, death (collectively, the “Claims”), to the extent such Claims result from the Bidder’s negligent or willful acts, errors or omissions in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its elected officials, officers, employees, including their past, present, and future board members, elected officials and agents from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State’s Attorney and shall be appointed a Special Assistant State’s
Attorney. Kendall County's participation in its defense shall not remove Bidder's duty to indemnify and hold the County harmless, as set forth above.

11. **Changes:** County reserves the right by written change order or amendment to make changes in requirements, amount of work, or construction time schedule adjustments, and Bidder and County shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Bidder that this Agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for written approval and voted upon by the County Board prior to acceptance and expenditure. Should any changes to relevant regulations, laws, or codes substantially affect the Bidder's services or obligations, the County agrees to reasonably attempt to negotiate with the Bidder for appropriate changes to the scope or price of this Agreement, or both.

12. **Non-Appropriation.** In the event the County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Bidder. In the event of a default due to non-appropriation of funds, Bidder has the right to terminate the Agreement upon providing thirty (30) days' written notice to the County. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

13. **Suspension of Work:** The County reserves the right to suspend the Project or any part of the Project herein specified, without compensation to the Bidder for such suspension, other than to extend the time for completion of the Project to the extent it may have been delayed by such suspension. No allowance for damage will be made for such delay.

14. **Termination:** This Agreement may not be amended or modified except by a writing signed by the parties hereto. This Agreement may be terminated by the County upon written notice delivered to Bidder at least thirty (30) calendar days prior to the effective date of termination. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

15. **Documents Delivered to Client:** Drawings, specifications, reports, and any other Agreement documents prepared by Bidder in connection with any or all of the services furnished hereunder shall be delivered to the County for the use of the County. County shall have the right to retain originals of all Agreement documents and drawings for its files. Furthermore, it is understood and agreed that the Agreement documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These drawings, specifications, reports and any other Agreement documents are and shall remain the property of the County. The County may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the use of the Project.

16. **Kotecki Waiver:** When construction observation tasks are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:
**Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

17. **Ability to Contract:** Bidder certifies that Bidder is not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).

18. **Construction Easement:** All work and access shall occur within existing easements and the Bidder shall perform all work in accordance with easement terms and conditions. Bidder shall notify the County of any work or access anticipated outside existing easements and shall be responsible to secure necessary and required easements before construction begins.

19. **Anti-Discrimination:** Bidder, 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.

20. **Assignment:** No party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party to this Agreement.

21. **Warranties:** All services to be undertaken by Bidder shall be carried out by competent and properly trained personnel of Bidder to the highest standards and to the satisfaction of the County and KCPBZ. All services, materials and components shall conform to relevant manufacturers’ and equipment suppliers’ specifications, and all materials and spare parts shall be obtained from the original equipment manufacturers or from suppliers approved by them. No warranties implied or explicit may be waived or denied.

22. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Suite 316, Yorkville, Illinois, 60560, fax (630) 553-4179; with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to: Jeff Wilkinson, Wilkinson Excavating, 725 E. LaSalle, Somonauk, IL 60552, phone (815) 498-9733.
23. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

24. **Authority to Execute Agreement:** The County of Kendall and Bidder 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.

25. **Force Majeure:** Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence, of that party (hereinafter referred to as a “force majeure event”). To the extent not within the control of either party, such force majeure events include: acts of God, acts of any governmental authorities, fire, explosions or other casualties, vandalism, and riots or war. A party claiming a force majeure event (the claiming party) shall promptly notify the other party in writing, describing the nature and estimated duration of the claiming party’s inability to perform due to the force majeure event. The cause of such inability to perform will be remedied by the claiming party with all reasonable dispatch.

26. **Insurance:** Bidder 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. Before starting work hereunder, Bidder shall deposit with County certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each occurrence, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $1,000,000 for each occurrence, with a minimum $1,000,000 aggregate. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

27. **Remedies:** In any action with respect to this Agreement, the parties are free to pursue any legal remedies at law or in equity. If Kendall County is required to take legal action to enforce performance of any of the terms, provisions, covenants and conditions of this Agreement, and by reason thereof, Kendall County is required to use the services of an attorney, then Kendall County shall be entitled to reasonable attorneys’ fees, court costs, and expenses incurred by Kendall County pertaining thereto and in enforcement of any remedy, including costs and fees relating to any appeal.

28. **Protection of Work and Clean-Up:** The Bidder shall be responsible for the protection of all work (including, but not limited to, all work performed by Bidder) until its completion and
final acceptance, and shall at Bidder’s own expense replace damaged or lost materials or repair damaged parts of the work, and the Bidder shall be liable therefore. Bidder shall take all risks from floods and casualties, and shall make no claim for damages for delay from such causes. The Bidder may, however, be allowed a reasonable extension of time on account of such delays, subject to the conditions herein before specified. The Bidder shall remove from the vicinity of the work upon its completion all surplus material or equipment belonging to Bidder or used under their direction during construction. Bidder shall remove all surplus materials, excavation, concrete and debris of all kinds from the project site, streets or portions of buildings or property at or adjacent to the site of the work, except that which may be required for refilling or grading the surface, within a reasonable time or as directed by the County.

29. **Notification of Public & Private Utilities:** The Bidder shall notify J.U.L.I.E. for public utility locations and the KCPBZ for Customer’s private utilities at least 48 hours prior to commencement of construction so that they may locate and stake out such buried services. Any services or utilities so damaged by the Bidder or Bidder’s Subcontractors will have to be replaced and/or repaired by the Bidder at Bidder’s expense.

30. **Subcontractors:** The subcontracting shall be done in accordance with, and the Bidder shall be bound by, the following provisions:

A. As soon as practicable after execution of the Agreement, Bidder shall furnish in writing to the County the names of persons or entities (including those who are to furnish materials, tools or equipment fabricated to a special design) proposed for each principal portion of the Project. The County may reply within fourteen (14) calendar days to the Bidder in writing stating (1) whether the County have reasonable objection to any such proposed person or entity or (2) that the Bidder and the County require additional time for review.

B. The Bidder shall not contract with a proposed person or entity to which the County have made reasonable and timely objection.

C. If the County has any reasonable objection to a person or entity proposed by the Bidder, the Bidder shall propose another to whom the County has no reasonable objection.

D. The Bidder shall not substitute a Subcontractor, person or entity previously selected the County make reasonable objection to such substitution.

E. By appropriate written agreement, the Bidder shall require each Subcontractor, to the extent of the Project to be performed by the Subcontractor, to be bound to the Bidder by the terms of the Agreement, and to assume toward the Bidder all the obligations and responsibilities, including the responsibility for safety of the Subcontractor’s work on the Project, which the Bidder, by this Agreement, assumes toward the County. Each subcontract agreement shall preserve and protect the rights of the County under the Agreement with respect to the work to be performed on the Project by the Subcontractor so that subcontracting thereof will not prejudice such rights. Where appropriate, the Bidder shall require each Subcontractor to enter into similar agreements with Sub-Subcontractors. The Bidder shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, a copy of the Agreement. All subcontracts shall be in writing and shall provide that all work to be performed there under shall be performed in accordance with the terms of the Agreement.
F. The subcontracting of any part of the work will in no way relieve the Bidder of his or her responsibility under the Agreement.

31. **Prevailing Wage**: 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 Wage Act"). Such work shall be covered under the Wage Act. The Wage Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: [http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx](http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx). The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Wage Act, including, but not limited to, all wage, notice and record-keeping duties.

32. **Waiver of Lien**: Bidder hereby waives any claim of lien against subject premises on behalf of Bidder, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Bidder shall tender to County a final waiver of lien for all subcontractors and/or suppliers.

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

34. **Public Construction Bond**: Because the total cost of the public work to be performed by Bidder pursuant to this Agreement exceeds $5,000.00, Bidder must furnish, supply and deliver a separate construction performance bond and a separate payment bond, each in the full amount of the projected cost of the accepted Bid and Bid Alternate to Kendall County pursuant to the requirements of the Public Construction Bond Act, 30 ILCS 550/1 et seq. within the five (5) day time frame to complete Attachment A – the Agreement as identified in the Instructions to Bidders.

35. **Employment of Illinois Workers on Public Works Act**: If at the time the Bid Documents are executed, or if during the term of the Bid Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Employment Act”), Bidder, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Employment Act. Bidder understands that the Employment Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) Illinois laborer as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Bidder understands and agrees that its
failure to comply with this provision of the Agreement may result in immediate termination of the Agreement.

36. **Payment:** In consideration for Bidder providing the services, to the satisfaction of the County, as set forth in this Agreement, the County agrees to pay Bidder the total LUMP SUM amount of $63,005.00. The Contract will be awarded on a Lump Sum basis; however, the County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form – Attachment C. Bidder will be compensated for its work on the Project upon full completion of the Project. With requests for payment, the Bidder shall furnish the County and KCPBZ with waivers of lien for all subcontractors or material suppliers involved with the construction of this project. Once Bidder has completed all work and shown that there are no liens from Bidder and subcontractors or any material suppliers, then Bidder will be entitled to compensation from the County.

To receive compensation, Bidder must present an invoice to Senior Planner Angela Zubko with KCPBZ. The total amount of the invoice shall be paid within thirty (30) days after approval by a majority vote of the Kendall County Board. The County reserves the right to reject any portion of the invoice that is outside the scope of the approved Project work or outside the scope of any additional approved work. Payment of the invoice is subject to the Local Government Prompt Payment Act, 50 ILCS 505/1, et seq.

**IN WITNESS WHEREOF,** the parties hereto caused this Agreement to be executed this 20th day of August, 2013.

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<tr>
<th>BIDDER</th>
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<td>NAME:  Jeff Wilkinson</td>
<td>NAME: John Shaw</td>
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<td>TITLE: President</td>
<td>TITLE: Kendall County Board Chairman</td>
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INTERGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF MILLBROOK AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this 20th day of August, 2013 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 220/1 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 January 24th, 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        COUNTY OF KENDALL

BY: ___________________________  BY: ___________________________
    Village President- Jackie Lemmerhirt  Chairman of Kendall County Board

ATTEST: _________________________  ATTEST: _________________________
        Village Clerk               Kendall County Clerk

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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.) Simultaneous 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.
   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
Exhibit A

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 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.

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
Exhibit A

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.

o.) 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.

s.) 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.

4. Review and Processing of Preliminary and Final Subdivision Plats:
Exhibit A

a.) Preliminary and/or Final Plats, 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.

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 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.

l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
Exhibit A

m.) Following action by the Village Board, a 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.
   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.
INTEGOVERNMENTAL AGREEMENT BETWEEN THE VILLAGE OF PLATTVILLE AND THE COUNTY OF KENDALL

THIS AGREEMENT, made this 20th day of August, 2013 by and between the VILLAGE OF PLATTVILLE, a body corporate and politic, and the COUNTY OF KENDALL, a body corporate and politic, WITNESSETH:

WHEREAS, the Village of Plattville was incorporated by act of the voters on March 21st, 2006, and

WHEREAS, Article VII, Section 10 of the Illinois Constitution and the Intergovernmental Cooperation Act (5 ILCS 220/1 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 Plattville adopted a Comprehensive Plan on July 27, 2009, and

WHEREAS, all the property located within the described boundaries of the Village of Plattville 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 Plattville 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 Plattville 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 Plattville 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 Plattville, and apply them to all properties located within the municipal boundaries of the Village of Plattville.

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

5) The Village of Plattville 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 Plattville 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. 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.

--2--
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 Plattville 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 Plattville
P.O. Box 1173
Yorkville, Illinois 60560

VILLAGE OF PLATTVILLE  COUNTRY OF KENDALL

BY: ___________________________  BY: ___________________________
   Village President- June McCord  Chairman of Kendall County Board

ATTEST: ___________________________
       Village Clerk

ATTEST: ___________________________
       Kendall County Clerk
Exhibit A

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

Under the terms of the intergovernmental Agreements executed between the Village of Plattville 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.) Simultaneous 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.
   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
Exhibit A

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.

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
Exhibit A

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.

o.) 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.

s.) 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, a 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.

4. Review and Processing of Preliminary and Final Subdivision Plats:
Exhibit A

a.) Preliminary and/or Final Plats, 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.

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 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.

l.) The Village Clerk shall then schedule the matter for action by the Village Board and prepare the related agendas for posting.
Exhibit A

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.
   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.
RESOLUTION 2013-____

RESOLUTION SUPPORTING THE "COUNTYWIDE PAY AS WE GROW PLAN" GRANT APPLICATION TO CHICAGO METROPOLITAN AGENCY FOR PLANNING

WHEREAS, Kendall County has submitted a grant application for local technical assistance offered through CMAP (Chicago Metropolitan Agency for Planning) to create a "Countywide Pay As We Grow Plan"; and

WHEREAS, this proposed plan would comprehensively analyze the annual rate of residential growth that can be absorbed and served effectively by each taxing unit within Kendall County, including the county, schools, villages/cities, library districts, park districts, forest preserve district, fire districts, sanitary sewer districts, townships, and other taxing districts, while minimizing property tax impact on residents; and

WHEREAS, the implementation of the proposed "Countywide Pay As We Grow Plan" would fulfill the GO TO 2040 recommendations as a comprehensive sustainability plan incorporating goals for livable communities, education and efficient governance; and

WHEREAS, the "Countywide Pay As We Grow Plan" would also benefit the public and people of Kendall County; and

WHEREAS, Kendall County acknowledges that undertaking such a plan requires a firm commitment and use of staff resources; and

WHEREAS, Kendall County desires to participate and lead in regional cooperative efforts to improve our entire community and serve as a model of such a collaborative effort; and

NOW, THEREFORE, BE IT RESOLVED, if Kendall County is awarded a local technical assistance grant by CMAP, Kendall County agrees to participate and lead in this effort;

BE IT FURTHER RESOLVED, Kendall County appoints the following contact for this project:

Angela Zubko
Senior Planner
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, IL 60560
630-553-4139

The "Countywide Pay As We Grow Plan" is hereby supported by the County Board of Kendall County.

ADOPTED BY KENDALL COUNTY, THIS ___ DAY OF _____________, 2013.

Attest:

Kendall County Clerk
Debbie Gillette
Kendall County Board Chairman
John Shaw
Minutes of the Kendall County Public Safety Committee Meeting  
Held Monday, August 12, 2013  
1000 hours

Present were Board Members Judy Gilmour, Matt Prochaska and Amy Cesich. Also present were Sheriff Richard Randall, Chief Scott Koster, Deputy Coroner Jacque Purcell, KenCom Director Dave Farris, EMA Director Joe Gillespie, and Facilities Management Director Jim Smiley. One member of the public, Robert Welch, was present.

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

Prochaska called for the KenCom Report. Farris stated they continue to solicit applications for one dispatcher position. Farris stated staff continues to work with the Kane County ETSB on revising the necessary agreements for an updated filing with the Illinois Commerce Commission. Farris stated staff met with a representative of FEMA regarding reimbursement for overtime expenses from the April flood/storm event. Farris stated the Wireless 9-1-1 statistics for the month of July represented 76% of calls received and the statistics for July are attached to the report. Prochaska asked for any questions. Randall asked to make a clarification regarding any misconceptions about the percentage of the county budget that goes to KenCom, it is substantially larger than what everyone else is paying in the 1/11 share. Randall stated he will be putting a pie chart together in order to show the dollar amounts and differences in dollar amounts put towards KenCom.

Prochaska called for the Coroner’s Report. Purcell stated there were a total of 23 deaths for the month of July. Purcell stated there were two autopsies performed during the month of July and no inquests were held for the month of July. Purcell stated she attended the Master’s 15 Conference for Advanced Death Investigation at St. Louis University School of Medicine, Division of Forensic Sciences. She stated this training also satisfied her CEU hours required for maintaining her Diplomate Status with the American Board of Medicolegal Death Investigators.

Prochaska called for the EMA Report. Gillespie stated that quarterly grant documentation has been submitted. Gillespie stated the KCEMA Business Meeting was held on July 16 and Kendall County hosted the IEMA Region 3 meeting on July 18. Gillespie stated they continued with siren testing, STARCOM testing and WSPY EAS testing the first Tuesday morning of July. Gillespie reminded everyone about the Exelon nuclear drill will be on August 21. Gillespie stated he just received word that EMA will be receiving an award of $37,000 for a grant that was brought up in the budget meeting. He stated that paperwork will be coming forward soon. Koster asked Gillespie if he had received any confirmation from the Oswego Police Department that the Grove and Reservation siren that failed was back up and operational. Gillespie stated it has been requested but he has not received confirmation and would check into it.

Prochaska called for the Corrections Report. Randall stated that the reports were attached, of which the following statistics were included for the month of July: 335 new intake bookings on a total of 449 charges. They released 349 inmates on 462 charges and 101 inmates were held over from the previous month. They served 11,249 meals. They served an average number of 363
meals a day at a cost of $0.96 per meal. He stated we conducted 17 visitation days with 186 inmates seeing visitors. The Corrections Division logged 4,538 miles during the month and transported 105 inmates. The medical staff saw 216 inmates. Randall stated there were 24 video bond call days with 77 inmates. Randall also stated the Corrections Division housed 112 inmates for other jurisdictions within the month and billed out $98,820.00 for 1647 days of confinement. Randall stated Stanley Steemer came in and cleaned out the duct work in the jail and did a great job.

Prochaska called for the Operations Report. Randall stated that the reports were attached, of which the following statistics were included for the month of July: The Sheriff’s Office had 725 calls for service, 943 officer initiated activities, 361 police reports, 19 felonies, 114 misdemeanors, and 82 warrants for a total of 215 arrests. Randall continued that there were 893 traffic contacts, 500 traffic citations, 7 DUI arrests, 2 Zero Tolerance, 24 property damage accidents, 10 personal injury accidents, and one fatal accident for a total of 35 accidents. Cesich asked if there is a count for the number of accidents on Route 126 this year. Koster explained that the best place to get that information would be from the Illinois Department of Transportation due to accidents being taken by the sheriff’s office and the State Police. He stated both agencies report the accident numbers to IDOT. The Operations Division drove 59,776 miles in the month of July. Randall stated that Auxiliary deputies logged 60.5 hours for the month of July. He stated the total number of cases assigned for Investigations/COPS Activities were 16 and there are currently 47 open cases.

Prochaska called for the Support Services Report. Randall stated that the reports were attached, of which the following statistics were included for the month of July: He stated that there were 137 papers served, 38 evictions scheduled with 21 cancelled, 49 Sheriff’s Sales, 106 FOIA requests filled. Randall stated there were 107 warrants issued for the month of July with 32 quashed and 165 served and 3,207 outstanding warrants. He continued that the total fees brought in by the Support Services were $36,481.24 for the month of July. Randall continued that Court Security had 17,635 entries, 8,362 articles x-rayed, 60 bond calls, 23 arrests, and 144 articles of contraband refused. Randall stated there was a total of 643 hours of training for the month of July. Randall stated there were no terminations. He stated there was one resignation of an Operations Division Deputy and one Part-Time Records Clerk.

Smiley stated that he had a problem with the air conditioner in KenCom and was called in over the weekend. He stated he got it working and had it checked out. Smiley stated it has been running fine since then. Smiley stated there was an issue with the staircase downstairs with moisture coming in from the high humidity. He stated the architect and engineering firm came back to take a look at it. Smiley stated the problem has been taken care of with an air conditioning unit in the window in the stairwell. He stated it seems to have taken care of the issue.

Prochaska asked for Public Comment. None.
Prochaska asked for a motion to adjourn the meeting. Gilmour made a motion to adjourn the meeting, seconded by Cesich. All members present voted aye. The meeting was adjourned at 10:28 a.m.

Respectfully Submitted,
Lisa Bowen
Recording Secretary
HIGHERWAY COMMITTEE MINUTES

DATE: August 13, 2013
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Judy Gilmour, Jeff Wehrli, Matt Prochaska & Amy Cesich
STAFF PRESENT: Andy Myers, Ginger Gates, John Burscheid & Angela Zubko, PJ Fitzpatrick, Mike Sullivan & Rick Burton
ALSO PRESENT:

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

Motion Wehrli; second Prochaska to approve the agenda. Motion carried unanimously.

Bid results for a restorative seal on Galena Road, Plattville Road, and Chicago Road, as well as bid results for crack filling on Caton Farm Road and Millbrook Road were reviewed by the Committee. Motion Koukol; 2nd Gilmour to forward the low bid of CAM for placing a restorative seal on the aforementioned roads in the amount of $142,360 to the County Board. Motion carried unanimously. Motion Koukol; 2nd Gilmour to forward the low bid of CAM to perform crack filling on the aforementioned roadways in the amount of $83,640 to the County Board. Motion carried unanimously.

The Kendall Farms Access Variance was again reviewed by the Committee. County Engineer suggested that bonding language not be included in the variance, since that type of language has not ever been included in the many variances previously issued by the County Board. After correcting the name of the petitioner, the Committee was comfortable with the variance language. Motion Wehrli; 2nd Koukol to forward the Access Variance to the County Board for approval. Motion carried unanimously.

Committee held a discussion on the proposed roundabout at Little Rock Road and Creek Road intersection. County Engineer presented some additional information on roundabouts and the fact that several are being planned and built in Kane County and McHenry County.

The Village of Oswego TAP Agreement was presented to the Committee. Motion Koukol; 2nd Cesich to approve the intergovernmental agreement with Oswego to expend $15,000 in TAP funds for sidewalks and paths along Route 71. Motion carried unanimously.

The Village of Lisbon TAP Agreement was presented to the Committee. Their agreement will be modified to allow city crews to install sidewalks and bill the County based on a square foot price. The Village also wanted to reduce the request of TAP Funds from $20,000 to just $10,000. The SAO believes that the method of billing is consistent with the county’s initiatives to build sidewalks and paths along State and County Highways. Motion Koukol; 2nd Prochaska to approve the intergovernmental agreement with Lisbon to expend $10,000 in TAP funds for sidewalks and paths along Lisbon Road. Motion carried unanimously.
The proposed Highway Budgets and 5-Year Plan were again presented to the Committee. Chairman Koukol indicated that he had modified the salaries for certain county employees since the first presentation of the budget in July. He will make the presentation of the budget to the Finance Committee on August 23rd and will discuss those issues in more detail at that time.

In other business, Amy Cesich asked the County Engineer if he could get additional information on accidents that have occurred on Ill. Rte. 126 in light of all the crashes and fatalities on that roadway during the past year. Klaas indicated he will look into it with IDOT.

Several bills were discussed, including questions about LED lighting on Orchard Road. Motion Gilmour; 2nd Wehrli to forward payroll and bills for the month of August in the amount $1,209,251.91 to the Finance Committee for approval.

Meeting adjourned at 5:00 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Bid from Corrective Asphalt Materials in the amount of $142,360 for restorative seal
2. Bid from Corrective Asphalt Materials in the amount of $83,640 for crack filling
3. Kendall Farms Access Variance on Eldamin Road
4. IGA w/ Village of Oswego for TAP Funds in the amount of $15,000
5. IGA w/ Village of Lisbon for TAP Funds in the amount of $10,000
KENDALL COUNTY

Resolution No. _____

WHEREAS, bids were received at the County Highway Office on August 9, 2013 on the following listed project:

Caton Farm Road & Millbrook Road, Crack Filling, the low bid of Corrective Asphalt Materials in the amount of $83,640.00.

Galena Road & Platteville/Chicago Road, Restorative Seal, the low bid of Corrective Asphalt Materials in the amount of $142,360.00.

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 20th day of August 2013.

______________________________
Debbie Gillette - County Clerk

(SEAL)
KENDALL COUNTY, ILLINOIS
Ordinance No. ______

An Ordinance Granting Temporary Variance to the
Kendall County Highway Access Regulation Ordinance

WHEREAS, the County of Kendall, Illinois (hereinafter referred to as “County”) is a duly organized unit of local government existing within the State of Illinois;

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, as amended from time to time and originally adopted by the Board on May 18, 1999 (hereinafter referred to as “Ordinance”); and

WHEREAS, Eldamain Road has been classified as an Access 2 Highway in said Ordinance, requiring unsignalized spacing of public streets to be not less than one thousand seven hundred and sixty (1,760) feet; and

WHEREAS, Plano Industrial Acquisition, LLC, hereinafter referred to as “Petitioner”, has petitioned the County to allow full access to the west side of Eldamain Road approximately nine hundred (900) feet south of Cornells Road, Little Rock Township, Kendall County, Illinois, as depicted in attached Exhibit A; and

WHEREAS, the Petitioner will ultimately have full access to the Kendall Farms Industrial Subdivision from Cornells Road extended westerly along the north side of said Subdivision; at which point the full access that is the subject of this instrument will be unnecessary and redundant, and shall become a right-in / right-out only access in conformance with the Ordinance.

NOW, THEREFORE, BE IT ORDAINED 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 Ordinance as though fully set forth in this Section 1.

Section 2. Approval and Grant of Variance. The Kendall County Board hereby grants a temporary variance to the Ordinance, for the purpose specified above, subject to the following terms and conditions:

A. That Kendall County Ordinance 05-64 mandates access spacing of one thousand seven hundred and sixty (1,760) feet for unsignalized full-access spacing of public streets.

B. That a temporary variance is hereby authorized to the Petitioner, for the purpose of a full-access driveway on the west side of Eldamain Road, not closer than nine hundred (900) feet south of Cornells Road. The temporary variance shall be in full force and effect until January 1, 2025 or until such time that the Petitioner has access to Cornells Road extended westerly, whichever occurs first. Said access shall
conform in all ways to the construction requirements of the Kendall County Highway Department (hereinafter referred to as “Department”), and shall be constructed at no cost to the Department.

C. At such time that the Petitioner has full-access to Corneils Road extended westerly, the temporary full-access variance that is the subject of this instrument shall be reconstructed as a right-in / right-out access. The conversion from full-access to right-in / right-out access shall include complete removal of the northbound left turn lane, including all concrete pavement and appurtenances, as well as installation of concrete curb and gutter, topsoil, seeding, and erosion control blanket. Removal and reconstruction plans must be approved by the Kendall County Engineer, and all costs associated with the removal and reconstruction shall be borne by the Petitioner.

D. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the Petitioner, will result in the immediate forfeiture of the variance.

Section 3. Conflicting Provision. All prior ordinances, resolutions, motions, or orders in conflict herewith are hereby repealed to the extent of such conflict.

Section 4. Publication and Effective Date. This Ordinance shall be in full force and effect immediately upon its passage and approval as provided by law. Within thirty (30) calendar days after approval of this Ordinance, the County Board shall file this Ordinance and the attached Exhibit A with the Kendall County Clerk.

PASSED by the County Board of Kendall County, State of Illinois this ____ day of August, 2013.

______________________________
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 an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _______ day of August, 2013.

______________________________
Debbie Gillette – County Clerk
A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE VILLAGE OF OSWEGO TO CONSTRUCT SIDEWALKS AND MULTI-USE TRAILS IN OSWEGO, ILLINOIS

WHEREAS, the Village of Oswego, Illinois (the "Village") is an Illinois home-rule municipality pursuant to provisions of Article VII, Section 6 of the Illinois Constitution, 1970, and as such the Village may exercise any power or perform any function pertaining to its government and affairs; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of Oswego and Kendall County; and

WHEREAS, it is in the best interest of the Village of Oswego to execute the Intergovernmental Agreement between the Village of Oswego and KC-TAP substantially in the form attached hereto as Exhibit "A".

NOW, THEREFORE, BE IT RESOLVED BY THE VILLAGE PRESIDENT AND BOARD OF TRUSTEES OF THE VILLAGE OF OSWEGO, KENDALL COUNTY, ILLINOIS, AS FOLLOWS:

SECTION 1.
The Village President and Village Clerk be and are hereby authorized and directed to execute on behalf of the Village of Oswego the Agreement with KC-TAP substantially in the form attached hereto marked as Exhibit "A".

SECTION 2. REPEALER
All Resolutions or parts of Resolutions in conflict with any of the provisions of this Resolution shall be, and the same hereby repealed.

SECTION 3. SEVERABILITY
This Resolution and every provision thereof shall be considered severable. In the event that any court of competent jurisdiction may find and declare any word, phrase, clause, sentence, paragraph, provision or section or part of a phrase, clause, sentence, paragraph, provision or section of this Resolution as void or unconstitutional, the remaining words, phrases, clauses,
sentences, paragraphs and provisions and parts of phrases, clauses, sentences, paragraphs, provisions and sections not ruled void or unconstitutional shall continue in full force and effect.

**SECTION 4. EFFECTIVE DATE**

This Resolution shall be in full force and effect from and after its passage.

PASSED this 9th day of July, 2013 with said vote being:

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<th>Name</th>
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<tr>
<td>TONY GILES</td>
<td>AYE</td>
<td>TERRY MICHELS</td>
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<td>GAIL JOHNSON</td>
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<td>JUDY SOLLINGER</td>
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<td>PAM PARR</td>
<td>AYE</td>
<td>SCOTT VOLPE</td>
<td>ABSENT</td>
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APPROVED by me, Brian LeClercq, as President of the Village of Oswego, Kendall County, Illinois, this 9th day of July, 2013.

BRIAN LeCLERCQ, VILLAGE PRESIDENT

TINA TOUCHETTE, VILLAGE CLERK
STATE OF ILLINOIS  

COUNTY OF KENDALL 

CLERK'S CERTIFICATE

I, Tina Touchette, the duly qualified and acting Village Clerk of the Village of Oswego, Kendall County, Illinois, do hereby certify that I am the keeper of its books and records and that the attached hereto is a true and correct copy of a Resolution entitled:

A RESOLUTION AUTHORIZING AN INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE VILLAGE OF OSWEGO TO CONSTRUCT SIDEWALKS AND MULTI-USE TRAILS IN OSWEGO, ILLINOIS

which Resolution was duly adopted by said Board of Trustees at a regular meeting held on the 9th day of July, 2013.

I do further certify that a quorum of said Board of Trustees was present at said meeting and that the Board complied with all requirements of the Illinois Open Meetings Act.

IN WITNESS WHEREOF, I have hereunto set my hand this 10th day of July, 2013.

Tina Touchette
Village Clerk
Village of Oswego
EXHIBIT “A”

INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE VILLAGE OF OSWEGO TO CONSTRUCT SIDEWALKS AND MULTI-USE TRAILS IN OSWEGO, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Oswego (the "Grantee"), a municipal corporation of the State of Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the “parties”) are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and
WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 et seq.) and the Illinois Bikeway Act (605 ILCS 30/1 et seq.) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

WHEREAS, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled "Resolution for the Creation of the Kendall County Transportation Alternatives Program ("KC-TAP")", which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

WHEREAS, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks along the North and South sides of Illinois 71 within Grantee’s city limits. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on March 19, 2013; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of Oswego and Kendall County; and

WHEREAS, Kendall County and Grantee wish to enter into this agreement wherein Kendall County will grant moneys to Grantee to partially fund the building of multi-use trails
and/or sidewalks as described in the Grantee's application for funds, and the Intergovernmental Agreement between Grantee and the Illinois Department of Transportation, which is attached to this agreement as Exhibit A and incorporated by reference; and

WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than $50,000 in KC-TAP Funds per fiscal year; and

WHEREAS, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;

2. Kendall County’s Obligations:
   a. Kendall County agrees to grant $15,000.00 in Fiscal Year 2013 (December 1, 2012 to November 30, 2013) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of the Grant, which shall not exceed $15,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
   c. The final Grant amount shall not exceed 50% of the funding for said Project.

Should the submitted reimbursement request constitute an amount above 50% of
the Project's costs, then the County shall reimburse an amount equal to 50% of the Project costs but no greater than $15,000.00;

d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee’s final request for reimbursement and the necessary supporting documentation supporting the request;

e. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.

3. Grantee’s Obligations:

a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee’s application;

b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee as part of the KC-TAP application process. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be
used for any other purpose including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;

c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;

d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing Wage Act applicable to it, but shall not guarantee or ensure compliance by contractors and Grantee shall (b) notify all contractors and subcontractors that the work performed pursuant to this Agreement shall be subject to the Illinois Prevailing Wage Act. In the event that Grantee fails to comply with the notice requirements set forth in the Illinois Prevailing Wage Act, Grantee shall be solely responsible for any and all penalties, fines and
liabilities incurred for Grantee’s, contractors’ and/or subcontractors’ violations of the Prevailing Wage Act.

ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq. (“Employment Act”).

iii. 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.

iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 et seq.

v. The Illinois Human Rights Act, Title VI 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.

eye. Grantee shall ensure that Grantee and each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Project shall name Kendall County as an Additional Insured on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers’ compensation in favor of Kendall County. Further, Grantee shall require each contractor and/or subcontractor to provide indemnification and hold harmless guarantees to Kendall County during the construction of this Project;
f. Grantee shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws. Grantee shall obtain certifications from all contractors and subcontractors who perform work on the Project, which certify the contractors and subcontractors are not barred from performing the work 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);

g. It is agreed by the Grantee that the maintenance, both physical and financial of the Project and its resulting improvements will be the responsibility of Grantee, and Grantee alone. Further, Grantee shall be responsible for any future repair or replacement deemed necessary for the Project and its resulting improvements (notwithstanding any agreements with third-parties in this regard). Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to finance, maintain, repair, replace, or otherwise control the subject improvements;

h. During, and following completion of the Project, Grantee shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County, including Kendall County's past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members,
elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee's Contractors and Subcontractors construction of this Project or Grantee's alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. Kendall County's participation in its defense shall not remove Grantee's duty to indemnify, defend and hold Kendall County harmless, as set forth above;

i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to the County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this
Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;

l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee's compliance with the terms of this Agreement;
m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

n. Grantee understands and agrees that reimbursement requests cannot exceed the amount originally awarded by the Kendall County Board and described in Section 2(a);

o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;

5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party,
other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

With copy to:
Kendall County State’s Attorney
807 John Street,
Yorkville, Illinois, 60560

If to the Grantee: Village Administrator
Village of Oswego
100 Parkers Mill
Oswego, Illinois 60543

Or such address or counsel as any party hereto shall specify in writing pursuant to this Section from time to time;

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

8. 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;

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. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Grantee;

11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;
12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee has the right to terminate the Agreement upon providing thirty (30) days written notice to Kendall County. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;

13. Kendall County and Grantee 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government of the State of Illinois  Village of Oswego, Kendall County, Illinois, a municipal corporation

By:  
Chair, Kendall County Board  By:  
Village President of Oswego

Date:  
Attest:  
County Clerk  Date:  
Attest:  
Village Clerk
INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE VILLAGE OF LISBON FOR THE INSTALLATION OF SIDEWALKS ALONG LISBON ROAD IN LISBON, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the Village of Lisbon (the "Grantee"), a municipal corporation of the State of Illinois.

WITNESSETH:

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract or otherwise associate among themselves to obtain or share services and to exercise, combine, or transfer any power or function in any manner not prohibited by law or by ordinance and may use their credit, revenues, and other resources to pay costs related to intergovernmental activities; and

WHEREAS, the Grantee and Kendall County (the "parties") are units of local government within the meaning of Article VII, Section 1 of the Illinois Constitution of 1970 who are authorized to enter into intergovernmental agreements pursuant to the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq.; and

WHEREAS, the Intergovernmental Cooperation Act, 5 ILCS 220/1 et seq., provides that any county may participate in an intergovernmental agreement under this Act notwithstanding the absence of specific authority under the State law to perform the service involved, provided that the unit of local government contracting with Kendall County has authority to perform the service; and

WHEREAS, pursuant to the Illinois Highway Code under 605 ILCS 5/9-101 and 605 ILCS 5/4-409, the State, its municipalities and the counties may form cooperative agreements
with each other for the construction, maintenance and improvement of streets, highways and any portions thereof; and

WHEREAS, the Illinois Highway Code (605 ILCS 5/1 et seq.) and the Illinois Bikeway Act (605 ILCS 30/1 et seq.) each encourage the funding and the creation of bicycle paths, multi-use trails and sidewalks along roadways within the State of Illinois; and

WHEREAS, on July 17, 2012, the Kendall County Board passed Resolution Number 12-33 entitled “Resolution for the Creation of the Kendall County Transportation Alternatives Program (‘KC-TAP’)”, which authorizes Kendall County to provide financial assistance to qualified applicants for the grantee’s construction of multi-use trails and sidewalks in Kendall County, Illinois; and

WHEREAS, on or about December 27, 2012, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks along South Canal Street within Grantee’s city limits. Grantee’s construction project is identified in the attached Exhibit A and shall be referred to herein as “the Project”; and

WHEREAS, the Kendall County Board approved Grantee’s KC-TAP application for financial assistance on March 19, 2013; and

WHEREAS, the parties wish to enter into this agreement for the benefit of local pedestrians and bicyclists and to provide a safe and efficient pathway for the residents of the Village of Lisbon and Kendall County; and

WHEREAS, Kendall County and Grantee wish to enter into this agreement wherein Kendall County will grant moneys to Grantee to partially fund the building of multi-use trails and/or sidewalks as described in the Grantee’s application for funds, which is attached to this agreement as Exhibit A and incorporated by reference. However, following submittal of its
initial plan for the Project, Grantee has opted to reduce the size of the project shown in Exhibit A and shall only build one sidewalk of approximately 800 lineal feet on the east side of South Canal Street; and

WHEREAS, it is understood that in no case shall Kendall County provide more than 50% of the funding for any approved project and a local government agency cannot obtain more than $50,000 in KC-TAP Funds per fiscal year; and

WHEREAS, it is the understanding of the parties that at all times, including after completion of the project, Grantee alone will own, construct, maintain, repair and/or replace the subject improvements, and that Kendall County will have no duties to construct, maintain, repair and/or replace the subject improvements at any time in the future.

NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1;

2. Kendall County’s Obligations:
   a. Kendall County agrees to grant $10,000.00 in Fiscal Year 2013 (December 1, 2012 to November 30, 2013) to Grantee for the purpose of partially funding construction of the Project;
   b. The final amount of the Grant, which shall not exceed $10,000.00, will be determined at the time the Grantee submits its final request for reimbursement for the Project;
   c. The final Grant amount shall not exceed 50% of the funding for said Project. Should the submitted reimbursement request constitute an amount above 50% of
the Project’s costs, then the County shall, in its sole discretion, choose to reimburse an amount below $10,000.00 and equal to 50% of the Project’s costs;

d. Kendall County shall disburse the Grant funds under this agreement within sixty (60) days of the submission of Grantee’s final request for reimbursement and the necessary supporting documentation supporting the request;

e. It is understood by the parties that Grantee shall be doing this work itself and as such it shall request reimbursement by providing documentation supporting the project’s completion at a rate of $6.00 per square foot. At that time Grantee shall provide verification of the exact amount of square feet that has been completed to be used in calculating final reimbursement.

f. Kendall County shall have no ownership interest in the Project and/or the subject improvements under this agreement, nor shall it have any obligations beyond the granting and disbursement of KC-TAP grant funds as described herein.

3. Grantee’s Obligations:

a. Grantee understands and agrees that only qualified units of local government within Kendall County who have statutory authority to provide lands or facilities for multi-use trails or sidewalk purposes are eligible for assistance under the KC-TAP program and eligible projects must be located within the geographical boundaries of Kendall County, as well as located along a State or County Highway and Grantee herein assures Kendall County that it and its Project qualifies for funding pursuant to this understanding and pursuant to all other terms of the KC-TAP as set forth in Kendall County Resolution Number 12-33 and Grantee’s application;

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b. Grantee shall use the funds set forth in this Agreement to construct the Project at the locations and pursuant to the specifications as set forth in the attached Exhibit A and in conformance with all plans and designs previously supplied by Grantee as part of the KC-TAP application process. However, it is understood that Grantee has opted to reduce the size of the project shown in Exhibit A and shall only build one sidewalk of approximately 800 lineal feet on the east side of South Canal Street. Grantee understands and agrees that the funds provided by Kendall County pursuant to this Agreement shall not be used for any other purpose including, but not limited to, future maintenance of the multi-use trails or sidewalks (e.g., sealing, patching or crack filling). In the event that Grantee uses the funds for an improper purpose, Grantee shall immediately reimburse Kendall County the full amount of funds provided to Grantee under this Agreement;

c. At all times, the Project, and all of its resulting improvements, shall be the exclusive property of Grantee, who shall exercise complete control, responsibility and ownership of said property. At no time shall Kendall County be deemed to have adopted said Project or its resulting improvements or the responsibility for the ownership, construction, maintenance, care, and demolition of the improvements that are subject to the Project and this Agreement;

d. Grantee and its consultants, employees, contractors, subcontractors and agents agree to comply with the following state and federal laws and Grantee shall ensure that all of their contracts include provisions incorporating the following:

i. The Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. Grantee agrees to (a) fully comply with all applicable requirements of the Prevailing
Wage Act and (b) notify all contractors and subcontractors that the work
performed pursuant to this Agreement shall be subject to the Illinois
Prevailing Wage Act. In the event that Grantee fails to comply with the
notice requirements set forth in the Illinois Prevailing Wage Act,
Grantee shall be solely responsible for any and all penalties, fines and
liabilities incurred for Grantee’s, contractors’ and/or subcontractors’
violations of the Prevailing Wage Act.

ii. The Employment of Illinois Workers on Public Works Act, 30 ILCS
570/0.01 et seq. (“Employment Act”).

iii. 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.

iv. The Illinois Public Construction Bond Act, 30 ILCS 550/1 et seq.

v. The Illinois Human Rights Act, Title VI 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.

e. Grantee shall ensure that Grantee and each contractor and/or subcontractor
performing work on the Project shall obtain and continue in force during the term
of the Project, all insurance necessary and appropriate and that each contractor
and/or subcontractor contracted with to perform work on the Project shall name
Kendall County as an Additional Insured on a Primary and Non-Contributory
basis with respect to the general liability, business auto liability and excess
liability insurance, as well as a waiver of subrogation with respect to the general
liability and workers’ compensation in favor of Kendall County. Further, Grantee
shall require each contractor and/or subcontractor to provide indemnification and
hold harmless guarantees to Kendall County during the construction of this
Project;

f. Grantee shall comply with all competitive bidding and selection requirements
necessary for construction and completion of the Project pursuant to applicable
state and federal laws. Grantee shall obtain certifications from all contractors and
subcontractors who perform work on the Project, which certify the contractors
and subcontractors are not barred from performing the work 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);

g. It is agreed by the Grantee that the maintenance, both physical and financial of the
Project and its resulting improvements will be the responsibility of Grantee, and
Grantee alone. Further, Grantee shall be responsible for any future repair or
replacement deemed necessary for the Project and its resulting improvements
(notwithstanding any agreements with third-parties in this regard). Nothing in this
Agreement shall be construed as to create a duty or responsibility on behalf of
Kendall County to finance, maintain, repair, replace, or otherwise control the
subject improvements;

h. During, and following completion of the Project, Grantee shall defend, with
counsel of Kendall County’s own choosing, indemnify and hold harmless Kendall
County, including Kendall County’s past, present and future board members,
elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which Kendall County, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to, or arising in any manner out of the use, ownership, construction, maintenance, repair, replacement and/or condition of the subject facilities built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating to and arising in any manner out of Grantee and Grantee’s Contractors and Subcontractors construction of this Project or Grantee’s alleged failure to perform its obligations pursuant to this Agreement. Any attorney representing Kendall County shall be approved by the Kendall County State’s Attorney and shall be appointed a Special Assistant State’s Attorney, as provided in 55 ILC 5/3-9005. Kendall County’s participation in its defense shall not remove Grantee’s duty to indemnify, defend and hold Kendall County harmless, as set forth above;

i. Grantee understands and agrees that construction of the Project must begin within 24 months of signature of this Agreement by the Kendall County Board. If the subject project does not begin construction within 24 months, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;
j. Grantee understands that Construction of the Project must be completed and a request for reimbursement must be submitted to the County within 60 months after the signature of this Agreement. If Grantee is unable to complete the Project and seek reimbursement within that time, Grantee will be in default of this Agreement and at that time the Agreement, as well as any obligations by Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

k. If Grantee is unable to begin construction of the Project within 24 months after the parties' execution of this Agreement, or is unable to complete the Project and request reimbursement within 60 months after the parties' execution of this agreement, Grantee may submit a request in writing to Kendall County requesting an extension of time to commence or complete the construction, as the case may be. Grantee must file its request for an extension of time with Kendall County on or prior to expiration of the 24 month period in the case of it beginning construction or on or prior to expiration of the 60 month period in the case of completing construction and seeking reimbursement. Kendall County retains sole discretion whether to approve Grantee's request for an extension of time;

l. Grantee understands and agrees that prior to Kendall County disbursing the above listed KC-TAP funds as described herein, Grantee must submit final project costs, along with a written request for reimbursement to the Kendall County Engineer or his designee, who shall then determine the appropriateness of the costs and expenses claimed and determine if all obligations have been met prior to approving the disbursement of Grant funds. If requested by Kendall County, the
Grantee must also submit any and all further documentation to verify completion of the Project, the costs incurred by Grantee and Grantee’s compliance with the terms of this Agreement;

m. Grantee understands and agrees that it shall submit its request for reimbursement to the County within the same fiscal year that the Project is completed. Failure to timely request reimbursement as outlined in this Agreement will result in Grantee being in default of this Agreement and at that time the Agreement, as well as any obligations of Kendall County, shall immediately cease and be considered null and void with no further obligation upon Kendall County to provide the Grant funding as described above;

n. Grantee understands and agrees that reimbursement requests cannot exceed the amount awarded by the Kendall County Board and described in Section 2(a), which was reduced from the initial $20,000 award because of Grantee’s request to only perform half of the project at this time;

o. Grantee understands and agrees that under no circumstances shall cost overruns be considered nor shall KC-TAP Funds under this Agreement be advanced to the Grantee prior to project completion and submission of a request for reimbursement.

4. It is mutually agreed by Kendall County and Grantee that at no time shall Kendall County be inferred to, or obligated to, have a duty to provide insurance for the subject improvements or otherwise indemnify and hold harmless Grantee in connection with the use, enjoyment, ownership, maintenance, construction, repair or replacement of the Project improvements and any property where the Project has been completed;
5. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements;

6. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County:  
County Engineer  
Kendall County Highway Department  
6780 Route 47  
Yorkville, Illinois 60560

With copy to:  
Kendall County State’s Attorney  
807 John Street,  
Yorkville, Illinois, 60560

If to the Grantee:  
Village of Lisbon  
104 North Canal St.  
Newark, IL 60541

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

8. 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;

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. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by both parties;

10. Nothing contained in this Agreement, nor any act of Kendall County or the Grantee pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the Grantee;
11. This Agreement shall be in full force and effect upon signature by both parties and will terminate upon either (a) payout by the County of Grant funds as described herein, or (b) default by Grantee, whichever occurs first. However, the duty to defend and indemnify shall survive the term of this agreement;

12. In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County’s obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Grantee. In the event of a default due to non-appropriation of funds, Grantee has the right to terminate the Agreement upon providing thirty (30) days written notice to Kendall County. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement;

13. Kendall County and Grantee 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.

IN WITNESS WHEREOF, the parties hereto have caused this Intergovernmental Agreement to be executed by their duly authorized officers on the above date.

County of Kendall, a unit of local government, Village of Lisbon, Kendall County, Illinois, State of Illinois a municipal corporation

By: ___________________________ By: ___________________________
Chair, Kendall County Board Mayor

Date: ___________________________ Date: ___________________________
December 27, 2012

Kendall County Highway Department

RE: KC-Tap Program

The Village of Lisbon would like to complete sidewalks on the East and West side of South Canal Street. With South Canal Street being a County road, we believe this would be a great project for the KC-Tap Program.

This extension would allow the safe travel of children and adults to and from the school and park. The expansion, also is out of the scope of our sewer project, insuring no need to replace any section in the foreseeable future.

Construction Cost:
640 Lineal Feet of 4 foot sidewalk on West side of Canal Street
765 Lineal Feet of 5 foot sidewalk on East side of Canal Street

6385 sq. ft. @ $6.00 sq. ft. $38310.00
Required warning plates $800.00
Engineering $1000.00

Total Cost $40110.00

$6.00 a square foot includes black dirt and seeding. Project to be completed by summer of 2013.
This project would be funded from the General Fund of the Village of Lisbon.

Village of Lisbon

Jay Benckendorf, Mayor
815-557-5416
CALL TO ORDER
Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:30 p.m.

1) Roll Call – Suzette Sandford called roll call for attendance. Present were Chairman Koukol, Members Prochaska, Wehrli, Cullick and Vice-Chair Gilmour. All members were present to form a quorum of the committee. Facilities Management Director Smiley was also present.

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

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

OLD BUSINESS/PROJECTS

1) Public Safety Center Floor Projects
   • Jim has attempted to get additional vendors to provide pricing for the projects.
   • Only one other company came out to look at the projects.
   • They have provided pricing for the floors in the Administration area & Jail Indoor Recreation area. They are recommending putting tile in the shower areas instead of redoing them with epoxy flooring.
   • Jim is concerned with putting tile in the areas because of the grout lines and the possibility of tiles being loosened by inmates and used as weapons or other devices.

   Report from meeting
   Members discussed the areas being considered to be done for the 1st time or redone again. Member Wehrli asked Jim if he had checked with Sheriff Randall or jail command staff about putting tile in the showers instead of epoxy coating. Jim said he did not discuss it with either of them. Member Wehrli suggested that Jim do this and report back at the next meeting. Committee members agreed and directed Jim to talk to Sheriff Randall and/or the jail command staff about using tile in the showers.

2) PSC Duct Cleaning
   • The ducts in the test cell were cleaned on July 10, 2013 by Stanley Steemer.
   • They had two technicians and a supervisor do the work.
   • The work took about two hours to complete; more than originally thought. However, Stanley Steemer did not charge anything in addition to the original bid.
   • They provided an excellent report with pictures showing how bad the ducts were before the cleaning and how they looked after the cleaning.
   • Jim paid for this test area out of KCFM funding and put money in the 5 year capital plan for the remaining jail pods.
   • Project complete.

3) Courtroom #111 A/C Issues
   • Judge McCann moved court out of this courtroom twice this summer due to it being too hot to conduct court.
   • Current KCFM technicians told Jim when this courtroom was expanded around ten years ago the ductwork was rearranged and has never really worked great since that time.
   • However when Jim, a vendor, and KCFM technician analyzed the issue they found the heating coils in the ductwork were plugged with dust and belt debris.
   • The ceiling had to be cut open in one area to cut one of the coils out for pressure washing. Both coils were cleaned and reinstalled.
   • The courtroom is now able to maintain cooler temperatures even on the hottest days.
   • Project complete.
NEW BUSINESS/PROJECTS

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

Report from meeting
Chairman Koukol reported all of the contracted projects were completed with the exception of the curb backfilling and reseeding that will be done in the fall. Dan also mentioned the County Office Building projects progress including meeting with Jim Smiley and Don Ware from Kluber at Thermo Systems. The report concluded with Chairman Koukol explaining the time and effort put into the 2014 budget including a proposed new Project Manager position.

NEW BUSINESS/PROJECTS CONTINUED

2) County Office Building Projects Update
- Jim had kick-off meeting with Kluber staff on July 24, 2013. They discussed the projects and Jim got Kluber’s staff into the electrical room and roof to perform an initial inspection of the areas.
- Jim and Chairman Koukol were invited to meet Don Ware (Kluber Mechanical Engineer) at Thermo Systems in Elmhurst to get an overview of a system that Kluber may recommend to go with if they find the roof cannot support an Intellipack rooftop unit.
- This system is an all electric Air Conditioning/Heat Pump system. The system is also capable of heat recovery depending on the needs of the space.
- Jim provided hard and electronic copies of the original blue prints to Kluber staff to use in their engineering review and calculations.
- Jim also met with Jeff Bruns (Kluber Structural Engineer) to do a verification of the types of steel in the roof structure. Don is going to be doing preliminary space load calculations.
- Don said Kluber is trying to get the engineering work done so they can go over their recommendations with Jim as soon as possible.
- Kluber’s goal is to get specifications and drawings together for September bidding if all goes well.

3) Regional Office of Education Training Room Construction
- Jim went over the project with his staff and demo started on Tuesday, July 23, 2013.
- The contractor is planning to start reconstruction of the area mid-August.
- The goal is to have the area complete in September or no later than October 1, 2013.

4) Courthouse Locker Room Construction
- The project started on Friday, August 2, 2013.
- The walls should be framed out early this week.
- Jim has signed the contract for the Plumbing work and it should start this week as well.
- Jim received two bids for the electrical work and hopes to sign a contract this week and get them started by next week.
- The carpet has been ordered and should be in when we are ready for it to be installed.
- Jim hopes to have the project complete before the next FM Committee meeting in September.

5) Animal Control Entry and Office Counter Changes
- Jim and KCFM staff worked with Anna on a design for the new counter.
- Phil Morel took Anna to a couple of stores to figure out what materials to use for the countertop and sides of the counter.
- Jim hired the same contractor building the walls for the Courthouse Locker room to construct the actual counter.
- Work is scheduled to be done this Wednesday while Animal Control is closed. If any work remains to be done it will be completed on Thursday morning, hopefully before Animal Control opens for the day.
- Animal Control is paying for the project with their own department’s Capital improvement fund.

6) Historic Courthouse Dead Trees
- Three trees are completely dead on the North side of the property.
- Jim will be getting prices to have the trees removed.
- The trees should be cut down before the Fall, depending on the pricing to remove them is not too high.
- If the pricing comes in very high Jim will bring it back to the next FM Committee meeting in September to discuss with the committee.
7) **KenCom Stairway Condensation Issue**

- FGM designed the staircase with an outside air intake vent and exhaust fan for when the staircase got warm. This summer has been very humid in comparison to last year when the staircase first started to be used. Unfortunately this year’s weather brought out a design flaw. The humid air being drawn into the space condensed out on the rubber on the cooler stairs. This is causing the potential of people slipping while walking up and down the stairs.

- Jim brought out FGM and a representative from their engineering partner on the project. They agreed there was an issue with moisture on the stairs. They started talking about adding a dehumidifier or split H.V.A.C. system to the staircase. Jim said the dehumidifier would not work since it would add to the heat in the staircase. FGM said they would review further and try to come up with a fix.

- Jim had planned to setup a portable A/C system KCFM has for emergencies until FGM came up with a solution. D.C. Gillespie suggested to Jim to remove the vent and install a window air conditioner instead.

- Jim agreed this would be better since it would not sit on the floor and the roof mounted exhaust fan could pull the cool dehumidified air up the staircase.

- Jim had his staff remove the damper, hook up an outlet for the a/c unit and install a portable a/c unit in the space from the damper.

- This solved the issue without Kendall County having to purchase and have installed an expensive split a/c system.

- **Project complete.**

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**EXECUTIVE SESSION**

Not Needed.

**ADJOURNMENT**

Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:15 p.m. Member Wehrli 2nd the motion. All members voted aye.

Meeting adjourned by Chairman Koukol at 4:15 p.m.

Submitted by,

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

Committee members present: Amy Cesich, Lynn Cullick, Elizabeth Flowers, John Purcell

Committee Members Absent: Judy Gilmour

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

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Elizabeth Flowers, second to the motion by Amy Cesich to forward the claims in the amount of $1,755,661.37 to the County Board. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Andy Nicoletti, Assessment Office – Mr. Nicoletti updated the committee on the new construction amount as $17,337,824, which is slightly higher than at the same time last year. Mr. Nicoletti has received municipality assessor reports from Bristol Township, Little Rock, Fox and Big Grove, which puts him at about two weeks ahead of schedule compared to last year.

Jill Ferko, County Treasurer – No report

Tom Thomas, Department of Health & Human Services - No report

Debbie Gillette, County Clerk/Recorder – Ms. Gillette reported that Janet Kaiser, Accounts Payable will retire on August 30, 2013. Julie Hanna, Clerk’s Office will fill that position. Ms. Gillette will hire a new deputy clerk in the Clerk’s office.

Chief Deputy Scott Koster, Sheriff’s Office – No report
Jim Smiley, Facilities Management – Mr. Smiley reported they continue work on the ROE project, and it appears they are on budget, they are also working on the Courthouse Locker Room Expansion, and that they have installed the counter and begun work in Animal Control.

Stan Laken, Technology – No report

Items from Other Committees - None

Other Items of Business

- Sheriff’s Office: Authorize Funding Source for Phase 1 of Record Office Renovation/Expansion not to exceed $31,000 in FY 2013 from 01021009109 – Chief Deputy Koster reviewed the proposed plans and each phase of the overall expansion project. Elizabeth Flowers made a motion to authorize the funding source for Phase 1 of the Sheriff’s Office Record Office Renovation/Expansion not to exceed $31,000 in FY 2013 from line item 0102-100-9109, second by Lynn Cullick. With all in attendance voting aye, the motion carried.

- FY14 Capital Expenditures – Chair Purcell reviewed the summary of the five-year capital requests, general fund requests and other funds requests. Mr. Purcell briefed the committee on their responsibilities in determining what items can be funded in the next fiscal year.

Discussions with Chief Deputy Koster, Sheriff’s Office on the Jail Electronic Security Automation systems.

Discussion with Jim Smiley, Facilities Management Director on the parking lot replacement, roofing replacements, WON Door updates, storage issues for various departments, vehicle replacement, ADA improvements and security improvements for the COB, and department requested renovations/updates.

Discussion with Stan Laken, Technology Director on hardware and software updates, a VOIP Telephone System (Jim Smiley explained that the current system will soon be obsolete), recording and network storage capacity and laptop replacement.

Old Business – None

Action Items for County Board

- Approval of claims in the amount of $1,755,661.37
- Authorize the funding source for Phase 1 of the Sheriff’s Office Record Office Renovation/Expansion not to exceed $31,000 in FY 2013 from line item 01021009109
Executive Session – None Needed

Public Comment – None

Adjournment – Amy Cesich made a motion to adjourn, second by Lynn Cullick. With all members voting aye, the meeting adjourned at 4:35 p.m.

The next Finance Committee meeting will be held at 9:30 a.m. on Thursday, August 29th.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
Administrative Services
Call to Order
The Committee of the Whole was called to order by Chairman John Shaw at 7:00 p.m., who led the group in the Pledge of Allegiance.

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

Absent: Elizabeth Flowers

Others Present: David Berault, Fran Klaas, Eric Weis, Jeff Wilkins

Items of Business

Judiciary Committee: Noise Ordinance – Lynn Cullick asked that this item be tabled to a future meeting.

Highway Committee: IGA with City of Plano for Little Rock Road Roundabout – Fran Klaas, KC Engineer and James Shaw of RS & H Architecture and Engineering provided background information on traffic projections, the need for reduced speed in that area, crash statistics and explained the purpose of a roundabout as an alternate solution to the traffic issues at the intersection of Little Rock Road, Creek Road and Abe Street. Mr. Klaas provided additional information about a modern roundabout, and clarified that it is approximately 150 feet long and 28 feet wide. Mr. Klaas said that any piece of farm equipment, construction equipment or truck would easily be able to maneuver through the roundabout.

Discussion on cost, level of service at the intersection, possible safety measures and options such as reduction of speed limit, installation of a four-way stop, more police presence and possible installation of flashing lights.

Mr. Robert Davidson, 244 Jeter Road, Plano, former County Board member and KC Highway Department Chair, provided history of ongoing discussions between KC Highway Department and the City of Plano for the past several years regarding the Little Rock Road, Creek Road and Abe Street intersection.

Mayor Bob Hausler, City of Plano stated that the City of Plano’s objective when they contacted KC over four years ago was the safety issues regarding that particular
Kendall County, Illinois
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intersection. Mayor Hausler stated that there is a tremendous amount of traffic at the intersection during and after school hours and events, and that it is imperative to find some type of solution to the dangers that result of the excessive traffic and that intersection. Mayor Hausler said it was important to heed the expert advice of the City Engineer and the County Engineer, and their recommendation of the installation of a roundabout at this intersection.

Plano Police Chief Steven Eaves, stated that there have been too many injuries and fatalities, increased danger when pedestrians try to cross the intersection (high school students, youth sports team members, cheerleaders), and that there is an immediate need to resolve the issues related to that intersection whether by further reducing the speed limit, installing a light, four-way stop or other method of eliminating the dangers.

Danelle Whitmer, Little Rock, IL shared her belief that a roundabout is a necessity at that intersection for the safety of citizens and students, including her 17-year old daughter.

Chuck Snyder, Hawthorne Court, Woodwind Subdivision, Plano, IL asked the Board to review the facts without involving their emotions. Mr. Snyder expressed his concerns for safety, what the speed limit will be, the safety of cyclists and pedestrians and asked the Board to research all options available in finding a solution to the intersection issues.

Nick Nessan, 5275 Fox River Drive, Plano, IL asked for clarification on whether this project was needed immediately or could be delayed for several years. James Shaw responded that there were two ways that an intersection is analyzed for improvements – capacity and safety. He said that the capacity of the intersection would not be an immediate issue, but that the safety of this intersection needs to be addressed immediately.

Gary Carlson, 3541 Creek Road, Plano IL stated that he has lived on Little Rock Road his whole life, and that he believes that reducing the speed or implementing another low-cost alternative rather than spending excessive amounts of money on the installation of a roundabout.

**PBZ Committee:** Support for County-wide Pay As We Grow plan Grant application – Jeff Wilkins explained that CMAP offers local technical assistant grant project. Mr. Wilkins said that Kendall County has completed the pre-application, and that the next step is support resolutions. Mr. Wilkins said that this particular grant that would analyze the sustainability or capacity of each taxing unit of their facilities and the residential growth on an annual basis. Wilkins said that we are simply asking for a support resolution from the County Board, and that we will be gathering those
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from other taxing units throughout the County as well. There would be no matching
dollars that KC would have to provide, but CMAP staff would work with County
representative Angela Zubko and other taxing unit staff in this initiative. This item
has been placed on the August 20, 2013 County Board agenda by the Planning,
Building and Zoning committee.

Old Business – None

New Business - None

Public Comment - None

Review Draft Board Agenda -

Executive Session – None Needed

Adjournment
Dan Koukol moved to adjourn the Committee of the Whole meeting. The motion was seconded
by John Purcell. There being no objection, the Committee of the Whole, at 7:53p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
KENDALL COUNTY  
HISTORIC PRESERVATION COMMISSION  
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560  
Meeting minutes of July 17, 2013  
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Chairman Whitney French at 7:00 p.m.

ROLL CALL
Present were: Ken Boyer, Ken Donart, Fred Dickson, Whitney French, Richard Scheffrahn, Stephanie Todd and Jeff Wehrli (CB Representative)
Also present: Senior Planner Angela Zubko
Members in the audience: None
Absent: Peter Bochek and Michael Garrigan

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Ken Boyer seconded the motion.
All agreed and the agenda was approved.

APPROVAL OF MINUTES
Ken Boyer made a motion to approve the minutes as written from June 19, 2013. Ken Donart seconded the motion.
All agreed and the minutes were approved.

CHAIRMAN’S REPORT
Ms. French has nothing to report at this meeting.

NEW BUSINESS
1. Discuss special meeting to review reconnaissance survey at Homestead B & B- Ms. French has talked to the owner of the B & B and they would be delighted to host a night meeting to go over some of the reconnaissance survey at the homestead. ACTION: The group decided to meet on August 7th at 7pm at the Homestead.

2. Slate- Chair, Vice-Chair and Secretary for August election- Ms. French stated she cannot be elected again for Chair by Ordinance. ACTION: Ms. Todd is nominating Mr. Garrigan for Chair, Ms. French for Vice-Chair and Ms. Zubko for Secretary. Mr. Boyer seconded the motion for Chair, Vice-Chair and Secretary. ACTION: Ms. Todd made a motion to nominate Ken Donart for Chair. Ms. French seconded the motion. ACTION: Ms. French made a motion to nominate Peter Bochek for Chair, Mr. Boyer seconded the motion. Nominations are closed and there will be a vote at the August 21st meeting.

3. Vote to purchase old Kendall County Atlas’- Ms. Zubko stated in the packet are 2 examples of what she’d like to purchase and see how they come out. Ms. Todd has the originals and stated the library of Congress has the County Atlas’ as well. Ms. Todd stated the Recorder’s office should also have the maps. Mr. Donart made a motion to purchase the 2 cd’s in the amount of $25 to see what they offer. Mr. Boyer seconded the motion. All were in favor. ACTION: Planner Zubko will purchase both cd’s.
OLD BUSINESS

1. Discuss participation in Kendall County Fair- The fair is August 1st through the 4th. A couple conversations were going last month on the booth. There is a proposal from Ms. Todd and one from Ms. French. The proposal from Ms. Todd would not be using the existing display and Ms. French suggests purchasing brochure racks and authoring some site specific write-ups. The two sample write-ups by Ms. Todd are included in the board packet. Ms. Todd wrote about saved, lost and threatened properties. One is the old Judson house and the other is James Cornell House. We would utilize our existing display and indicate where the properties identified in the write-ups are located on our existing maps. Ms. Todd asked what everyone’s thoughts are on the two choices. Ms. French likes the maps and utilizing them. Mr. Wehrli and Mr. Boyer agreed. Ms. French asked if Ms. Todd had the following; the Henneberry Stone barn (threatened) and original house- Moses Cherry House (Lost), Little White school house (Saved), the Blacksmith shop-Newark (saved) and the Lisbon Church (Threatened). ACTION: Ms. Todd will complete the write-ups and get them to Ms. Zubko for printing. Also in the packet is the sign-up sheet. Mr. Boyer, Mr. Wehrli and Planner Zubko will set up and break down. Mr. Dickson will take 3-5pm on Saturday. Ms. Todd will take 1-3 on Saturday and Sunday. Mr. Boyer will do 5-6 on Saturday. Mr. Donart will do 5-6 on Sunday. Ms. French will do 5-7 on Thursday. ACTION: Ms. Zubko will fill out the times listed above and email the sheet back out to the other organizations and remind them if they would like to provide us some brochures or hand-outs.

2. Ordinance review- comparison between model and current- Ms. French stated we’ve been discussing possibly revising the ordinance since there are new members on the County Board. In that discussion Ms. Todd stated there is a new sample of the CLG (certified local government) ordinance. The one in the packet is for municipalities so there is a new one for Counties. Kane County is the first to write an ordinance. ACTION: Planner Zubko will copy the Kane County Historic Preservation Plan and distribute to the Committee members. Ms. French read all the changes from the original ordinance. Ms. French also had a copy of previous comments from the ad-hoc study committee. She read the comment from Catherine O’Conner. Ms. French would like to go back to Ms. O’Conner so see where we stand for CLG status and what changes need to be made. ACTION: Ms. French will contact Ms. O’Conner what changes need to be made to become eligible for CLG status.

3. Project Tracking sheet- discuss adjustments and select next steps for meeting 2013 goals- Ms. French wanted to skip down to #5, the Plan and this will be continued to next month.

4. Review of 2013 Budget- We will continue this next month

5. 5 year plan- Discuss template and process- Ms. French went through the background of how this document came about and presented the Preservation Plan in three parts, 1)Introduction/Intent, 2)Aligning with the County’s goals and 3)Ongoing Project Alignment and Prioritization. The second section is derived from the stated goals the county documented in the Land Resource Management Plan and section 3 is an alignment of the Commission’s projects to the Responsibilities and Authorities section of the Ordinance that governs our activities. ACTION: The Commission will review these documents for the next meeting and begin to prioritize the projects and set goals for their completion.

6. Discussion on public outreach event- We will continue this next month

7. Update from Ms. Todd to landmark the Misner Blacksmith Shop- We will continue this next month

PUBLIC COMMENT

There was no public comment at this time

Historic Preservation Meeting Minutes 7.17.13
ADJOURNMENT- Next meeting will be August 7\textsuperscript{th} & August 21, 2013- we also have the fair August 1\textsuperscript{st}-4\textsuperscript{th}.

Fred Dickson made a motion to adjourn, seconded by Jeff Wehrli, all agreed. Chairman French adjourned the meeting at 8:33 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Senior Planner
I. CALL TO ORDER

The meeting was called to order at 5:00 p.m. by Ms. Gilmour.

II. ROLL CALL

A quorum was declared by roll call. Members present: John Church, Jim Friedrich, Joann Gilbert, Judy Gilmour, James Haller, Jim LaPorta, Stan Ludwikowski, John Maggio, Todd Milliron, Scott Mulliner, Bob Nordengren, Lex Schultz, John Shaw and Scott Wallin.

KCHD staff present: Steve Curatti, Marlin Hartman, Becki Rudolph, Aaron Rybski and Dr. Amaal Tokars.

Ms. Gilmour welcomed and thanked everyone for coming.

III. PUBLIC COMMENT

None

IV. KENDALL COUNTY HEALTH DEPARTMENT EXECUTIVE DIRECTOR ADDRESS

A. COMMITTEE STRUCTURE & METHODOLOGY

Copies of committee structure were distributed - Dr. Tokars reviewed:
- All municipalities and townships in Kendall County were invited to participate - each entity decides who will represent them
- The County Board appointed four members from the public
- County Board and Board of Health are working in cooperation on this project
- KCHD staff will be attending in an advisory capacity, Mr. Hartman will lead most of the discussions
- Open Meetings Act will be followed - no discussions outside of meetings on these issues

B. MEETING SCHEDULE

- Copies of the timeline were distributed - Dr. Tokars reviewed timeline and subjects to be discussed at each meeting

V. COMMITTEE INTRODUCTIONS

Everyone introduced themselves and told a little bit about themselves and why serving on the committee.

VI. REVIEW IEPA (ILLINOIS ENVIRONMENTAL PROTECTION AGENCY) REQUIREMENTS

Mr. Hartman reviewed a power point presentation (copy attached).
- Solid Waste Management Act enacted 1986 - requires updates to Solid Waste Plan every five years
IEPA requires evaluation, including implementation to divert wastes from final disposal
- Waste Reduction – has least environmental impact, least costly
- Recycling – cost for collection and processing, saves natural resources
- Incineration/alternative technology – east and west coasts have more incinerators – no room for landfills – high maintenance costs and start up dollars
- Landfill – most environmental impact – new landfill technologies will be discussed at future meetings
- Reviewed history of Kendall County Solid Waste Plan, data on solid waste nationally and Kendall County solid waste statistics (supplied by haulers and recyclers):
  - Population increased 60% since 1960 – waste generation has tripled
  - First solid waste plan was in 1995 – updated every five years since then
  - Kendall County generated 94,000 tons of solid waste in 2012 – 24% residential, 17% construction and 59% commercial
  - 61,000 tons were generated in 2003; 26% recycling/diversion rate
- Reviewed regional options for disposal of Kendall County waste
  - Will County Landfill only accepts Will County waste
  - DeKalb will be opening landfill and will be accepting out of county waste
  - Transfer stations continue to be the preferred method for North East Illinois
  - Morris denied expansion of EnvironTech
- Reviewed changes in solid waste management
  - Recycling now accepted as daily practice
  - Single stream separation technology
  - Waste viewed as resource
  - E-waste banned in landfills by IEPA in 2012
  - Food waste allowed to be composted in 2010
  - Funding cuts to IEPA due to State budget shortfalls
  - Tire recycling discontinued due to State budget shortfall

VII. SUMMARY OF KENDALL COUNTY PLAN

Continued review of power point presentation.

Discussion regarding possible transfer station located in Plano – public hearing will be held next week.

A. RECOMMENDATIONS/IMPLEMENTATION EFFORTS

Copies of Appendix A 2010-2015 Recommendations from the Kendall County Solid Waste Management Plan were distributed – Mr. Hartman reviewed recommendations for:
  - Administrative
  - Source Reduction
    - No new recommendations in 2010
  - Recycling
    - Commercial recycling at 22% in 2008
    - Discussion regarding requiring restaurants to have containers for items that could be recycled
    - Current recycling rate in county 30% - goal was set at 45%
  - Composting and Yardwaste Land Application
  - Waste to Energy and Alternative Technologies
  - Transfer Stations
  - Landfill Recommendations – no new or expanded landfills

Suggestions from committee members:
  - Look into having one waste hauler for unincorporated areas of county
  - Look at industry trends for alternative technology
VIII. OTHER COUNTY SOLID WASTE PLANS

Due to time Mr. Hartman suggested if committee members are interested to look at other county plans on line, most are posted on county web sites.

IX. COMMENTS/OTHER

Mr. Shaw thanked everyone for coming.

X. SOLID WASTE COMMITTEE CHAIRMAN'S REFLECTIONS

Ms. Gilmour reviewed for next meeting:

– Ways to improve recycling rates
– Any questions or concerns e-mail Mr. Hartman or Ms. Gilmour
– The next meeting is August 7, 2013 – meetings will start promptly at 5:00 p.m. and end at 7:00 p.m.

XI. ADJOURNMENT

Ms. Gilbert moved to adjourn the meeting at 6:55 p.m. Mr. Shaw seconded the motion. The motion was unanimously approved by voice vote.

Submitted by:

Becki Rudolph
Executive Assistant
Solid Waste Management Act

- Enacted in 1986
- Requires all Illinois Counties to prepare a Plan for managing Solid Waste within the county
- The "Solid Waste Planning and Recycling Act" requires updates to the Solid Waste Plan be completed every 5 years.

Presentation Outline

- History of Solid Waste Plan
- Requirements of Solid Waste Plan
- 2010 Kendall Plan Summary
- Regional Changes in Solid Waste
- Changes in Solid Waste Management Practices
- Kendall Solid Waste Ordinances changes in past 5 years
- 2015 Solid Waste Plan Recommendations

Solid Waste Management Plan Purpose

- In early 1980's it is assumed landfill space would decrease in Illinois
- Stronger landfill requirements imposed by EPA (Subtitle D)
- More difficult to sell
- EPA wanted all counties to understand and evaluate options to managing solid waste
Solid Waste Management Plan Critical Element

- Allows county or other government agency with an "Approved" Solid Waste Plan, Authority to site Pollution Control Facility consistent with the Solid Waste Plan

This consistency is required within the Criteria Evaluation within Senate Bill 172 (SB) (PCF siting process)

Solid Waste Management Plan Requires

- Evaluation in these areas specific per county, including implementation schedule to divert wastes from final disposal
- Waste Reduction
- Recycling
- Incineration/Alternative Technology
- Landfill

Evaluation Areas are in a Hierarchy

- Waste Reduction
  - Least environmental impact (+EI)
  - Least Costly
  - High consumer involvement

- Recycling
  - Costs for collection and processing
  - Saves Natural Resources (+EI)
  - High consumer involvement

- Incineration/Alternative Technologies
  - Destruction of garbage by burning/classification
  - Ash disposal & Air Pollutants (+ EI)
  - Can produce electricity or fuels

- Landfill
  - Most Environmental Impact
  - Stays in ground for a long time
Kendall County Solid Waste Plan

- Accepted in May 1995 by County Board
- Written by Morris Engineering within a committee structure called the Kendall County Environmental Task Force
- Created 37 recommendations for Kendall County to implement to accomplish the State Goal of a 25% Recycling Rate

Updates since the 1995 Plan

- 2000 July
- 2005 February
- 2006 March (Amendment-Ordinance)
- 2006 May (Amendment-Ordinance)
- 2010 March

2010 Recommendation Categories

- Administrative
- Source Reduction
- Recycling
- Compost/Yard waste
- Waste to Energy and Alternative Technologies
- Transfer Stations
- Landfill

2010 Data US Solid Waste

- 1908 Landfills in US
- 40% South
- 30% West
- 22% Midwest
- 8% Northeast
- 2010 US Recycling Rate 34.1%
- 250 million tons generated per year
- Residential waste is 55%-58%
US Solid Waste History

- 1980-2010 change in waste industry
  - Population has increased 60%
  - Generation of waste has tripled
  - Recycling has increased 12 times
  - Discards to Landfill have increased 50%
  - Incineration non-significant in 1960 and 11.7% in 2010 consistent since 1980

Regional Situation

- Will County Landfill in operation-Prairiewood in Wilmington (Will Co. only waste)
- DeKalb Co. intends to open landfill to “Out of County Waste”
- Transfer Stations continue to be the preferred method of choice in North East Illinois for MSW
- City of Morris denies expansion of EnvironTech

Kendall 2012 Waste Statistics

- 94,000 tons generated
  - 33% Residentially generated
  - 47% Construction and Demolition
  - 56% Commercially generated
- 29.66% County Recycling/Diversion Rate
- 61,000 tons generated in 2003
- 2008 26% County Recycling/Diversion Rate
- Data supplied by haulers and recyclers

Changes in Solid Waste Management in past 5-years

- Recycling is an accepted daily practice
- Separation technology in recycling (single stream)
- Energy costs
- Alternative technologies (spurred by cost of oil)
- Waste viewed as resource
- Sustainability
Changes in Solid Waste Management

- E-waste addressed by IEPA (2012 ban)
- Medical waste addressed by IEPA
- Food waste allowed to be composted (2010)
- IEPA Delegated Agreement funding cut by state due to state budget shortfall (2009)
- HHW funding discontinued in state due to state budget shortfall (2009)
- Tire Recycling funding discontinued due to state budget shortfall (2009)

2010 CAC
Solid Waste Plan
Recommendations

Kendall County Solid Waste
Ordinance Changes since 2010 Plan

- None

2010 Administrative Recommendations

One Modified Recommendation

- Create an Intergovernmental Standing Advisory Meeting between the County and all municipalities to collectively respond to solid waste issues within the County
  - Advisory committee versus Intergovernmental agreement
  - Method for All of County to be aware of issues
  - Support Villages and Municipalities with information from Solid Waste Coordinator
2010 Administrative Recommendations
- Other Four Recommendations were not changed
- Continue funding Solid Waste Coordinator Position
- Update Solid Waste Plan as required by law
- Seek Grant Funding for Solid Waste projects
- Consider becoming "Delighted County"

2010 Recycling Recommendations
- Implement Commercial Recycling Ordinance
- Commercial Recycling is not at 30% (22% in 2008)
- Encourage local governments to purchase items made from recycled materials (Close the Loop)

2010 Source Reduction Recommendations
- No New Recommendations
- Waste Audits for schools, & Gw. Bldgs
- Continue Education
- Green Pages
- Media
- Recognition to those recycling
- Manage Household Hazardous Waste
- Monitor Legislation

2010 Recycling Recommendations
- Recycling goal of 45%
- Public Education
- Create program to monitor Construction and Demolition Waste
2010 Waste to Energy/Alternative Technology Recommendations

- Five Recommendations
  - Monitor EPA legislation
  - Host Benefit Agreement
  - Monitor Air Quality Attainment areas
  - Continue to Support Source Reduction and Recycling to reduce need
  - Continue to investigate Alternative Technologies and educate the public and county leaders regarding these technologies.

2010 Landfill Recommendations

- One Primary Recommendation
  - No new or expanded landfills

2010 Transfer Station Recommendations

- Seven Recommendations:
  - Consider Transfer Station In County
  - Host Benefit agreement to consider recycling
  - Large enough for buffer zone and safety
  - Location compatible with adjacent land uses
  - Designed to minimize dust, odor, and noise
  - Must be enclosed facility
  - Kendall County Transfer Station Siting ordinance to be followed
  - Must be best available current technology

2010 Landfill Recommendations

Justification for Primary Recommendation

Groundwater Protection
Advancements in Alternative Technologies
Regional Solid Waste Management changes
Dekalb to accept Out-of-County Waste
Potential Expansion in Grundy County
2010 Compost Recommendations

3 Recommendations
Continue Education on composting. Continue to monitor local compost facilities and notify IEPA when potential violations are observed. County to work with State Legislators to update present IEPA Compost and Yardwaste Land Application regulations.

Kendall Solid Waste Philosophy

Create and implement a Solid Waste Plan which drives responsibility to the individual level. Both resident and business will need to implement actions that are related to solid waste recycling or solid waste minimization. These repeated environmental actions will lead to an attitude of positive environmental values.