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
   A. Nancy Martin
9. Executive Session
10. Old Business
11. New Business
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
      1. Ordinance Imposing a Tax on the Privilege of transferring a Beneficial Interest in Real Estate
   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
      2. Petition 13-15 Amendment to Sections 11.00 (Exceptions) & 18.00 (Appeals) of the Kendall County Subdivision Control Ordinance
      3. Petition 12-03 Amendment to the Kendall County Land Cash Ordinance
      4. 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
   B. Public Safety
   C. Highway
      1. Intergovernmental Agreement with the City of Yorkville for TAP Funds
      2. Intergovernmental Agreement for the Installation of a Roundabout at the Intersection of Little Rock Road, Creek Road and Abe Street in Plano, IL
   D. Facilities Management
   E. Finance Committee
      1. Approve Claims in the amount of $905,447.62
      2. Approval to use the Courthouse Expansion Fund 97 to pay for the Courthouse Locker Room Build-out amount not to exceed $24,100
      3. Approval of Task Order #2013-003 between Klaber Architects & Engineers and the County of Kendall for professional services to be rendered at 111 W Fox St in the amount not to exceed $800,000 from the COB Capital Improvement Fund 4
   F. Labor & Grievance
G. Committee of the Whole
H. Standing Committee Minutes Approval

14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. UCCI
   E. 708 Mental Health Board
   F. River Valley Workforce Investment Board
   G. Housing Authority
   H. CMAP MPO Policy Committee

15. Other Business

16. Chairman’s Report

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 Myre – Big Slough Drainage District – 3 year term – expires September 2016
Christina Cooper – Board of Health – 4 year term – expires July 2017

Announcements

17. Citizens to be Heard

18. Questions from the Press

19. Adjournment
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, June 18, 2013 at 9:00 a.m. The Clerk called the roll. Members present: Amy Cesich, Lynn Cullick, Judy Gilmour, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrl.

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

THE MINUTES

Member Wehrl moved to approve the submitted minutes from the Adjourned County Board Meeting of 5/21/13. Member Koukol seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

Member Cesich moved to move executive session to the end of the meeting. Member Cullick seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

OLD BUSINESS

Member Cullick moved to release Executive Session Minutes from 1/6/09, 2/3/09, 2/17/09, 6/30/09, 7/7/09, 8/25/09, 9/15/09, 4/8/10, 5/18/10, 11/14/10, 2/15/11, 5/3/11, 6/7/11, 7/5/11, 8/2/11, 2/21/12, 4/3/12, 6/19/12, 7/3/12, 8/7/12, 11/29/12, 3/7/13 #1. Member Prochaska seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Chief Deputy Scott Koster had nothing to report.

County Clerk

Revenue Report 5/1/13-5/31/13

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>County Clerk Fees</td>
<td>$1,100.50</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Marriage License</td>
<td>$1,770.00</td>
</tr>
<tr>
<td></td>
<td>County Clerk Fees - Civil Union</td>
<td>$60.00</td>
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<tr>
<td></td>
<td>County Clerk Fees - Misc</td>
<td>$1,998.00</td>
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<td></td>
<td>County Clerk Fees - Recording</td>
<td>$37,113.00</td>
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<td>01010041205</td>
<td>Total County Clerk Fees</td>
<td>$42,039.50</td>
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<tr>
<td>01010001185</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>
<tr>
<td>51010001320</td>
<td>GIS Mapping</td>
<td>$38,912.00</td>
</tr>
<tr>
<td>37010001320</td>
<td>GIS Recording</td>
<td>$4,854.00</td>
</tr>
<tr>
<td>01010001135</td>
<td>Interest</td>
<td>$26.02</td>
</tr>
<tr>
<td>01010061210</td>
<td>Recorder's Misc</td>
<td>$3,186.50</td>
</tr>
</tbody>
</table>

Co Board 6/18/2013
County Clerk, Debbie Gillette reported that the Recorder's office will be mailing out postcards after deeds are recorded in an effort to prevent mortgage fraud and identity theft.

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 SIX MONTHS ENDED 05/31/2013

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual</th>
<th>2013 YTD</th>
<th>2013 YTD %</th>
<th>2012 YTD</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 Tax</td>
<td>$1,950,000</td>
<td>$1,201,315</td>
<td>61.61%</td>
<td>$1,109,180</td>
<td>61.62%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$207,484</td>
<td>61.02%</td>
<td>$183,999</td>
<td>54.12%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$947,000</td>
<td>$436,841</td>
<td>46.13%</td>
<td>$471,717</td>
<td>48.63%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$233,140</td>
<td>58.28%</td>
<td>$202,863</td>
<td>53.39%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$603,172</td>
<td>50.26%</td>
<td>$606,408</td>
<td>46.65%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$560,000</td>
<td>$277,104</td>
<td>50.38%</td>
<td>$257,745</td>
<td>46.03%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$14,530</td>
<td>36.33%</td>
<td>$17,139</td>
<td>48.97%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$11,979</td>
<td>34.23%</td>
<td>$15,784</td>
<td>31.57%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$560,438</td>
<td>50.93%</td>
<td>$539,399</td>
<td>54.96%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$1,219,554</td>
<td>50.81%</td>
<td>$1,185,909</td>
<td>49.83%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$159,848</td>
<td>84.13%</td>
<td>$111,597</td>
<td>65.85%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$416,540</td>
<td>51.99%</td>
<td>$535,143</td>
<td>71.35%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$399,013</td>
<td>56.84%</td>
<td>$372,961</td>
<td>82.88%</td>
</tr>
</tbody>
</table>

**TOTALS**                       | $10,874,464 | $5,986,103 | 54.55%      | $5,773,530 | 54.96%     |

Public Safety Sales Tax           | $4,200,000 | $2,165,888 | 51.57%      | $2,126,581 | 53.16%     |

Transportation Sales Tax          | $4,200,000 | $2,165,888 | 51.57%      | $2,126,581 | 53.16%     |

Co Board 6/18/2013
Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 6 months the revenue and expense should at 50.00%.

**EXPENDITURES**

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th></th>
<th>EXPENDITURES</th>
<th>EXPENDITURES</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>$26,336,375</td>
<td>$12,540,792</td>
</tr>
<tr>
<td></td>
<td>47.62%</td>
<td>47.48%</td>
</tr>
<tr>
<td></td>
<td>$12,148,404</td>
<td></td>
</tr>
</tbody>
</table>

County Treasurer, Jill Ferko presented the semiannual report to be filed in the Office of the County Clerk. Tax collection is on target.

**Clerk of the Court**

Circuit Clerk, Becky Morganegg stated that she will be presenting the semiannual case filing report to the Judicial / Legislative committee at the end of the month. The traffic case are running about the same as last year and foreclosures are down.

**State's Attorney**

State's Attorney, Eric Weis had nothing to report.

**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>149</td>
<td>Total Deaths......</td>
</tr>
<tr>
<td>Autopsies to Date ............</td>
<td>10</td>
<td>Autopsies......</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>8</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits....</td>
<td>75</td>
<td>Cremation Permits...</td>
</tr>
</tbody>
</table>

**KENDALL COUNTY CORONER SEMI-ANNUAL REPORT**

**FY 2013**

| TOTAL DEATHS...... | 149 | TOTAL DEATHS | 141 |
| NATURAL......... | 144 | NATURAL | 126 |
| ACCIDENT...... | 3 | ACCIDENT | 10 |
| VEHICLE | 1 | Vehicle | 2 |
| DRUGS/ALCOHOL | 2 | Drugs/Alcohol | 8 |
| OTHER | 0 | Other | 0 |
| SUICIDE..... | 2 | SUICIDE | 5 |
| HOMICIDE...... | 0 | HOMICIDE | 0 |
| UNDETERMINED..... | 0 | UNDETERMINED | 0 |
| TOTAL AUTOPSIES............ | 11 | TOTAL AUTOPSIES | 11 |
| TOTAL TOXICOLOGY........ | 10 | TOXICOLOGY | 15 |
| CREMATONS | 88 | CREMATIONS | 88 |
| INQUESTS | 15 | INQUESTS | 15 |

Co Board 6/18/2013
CREMATION PERMITS......75

CORONER'S INQUESTS.....2

TRAINING/CONFERENCES
ATTENDED BY CORONER.....2

TRAINING/CONFERENCES
ATTENDED BY STAFF.........2

CORONER PRESENTATIONS..2

GENERAL FUND REVENUE
GENERATED BY THE CORONER'S
OFFICE......................$801.00 $0.00

REVENUE GENERATED FOR
CORONER'S OFFICE USE....$2525

Coroner, Ken Toftoy introduced Jennifer Jones Sinnott and Brian Caldwell from the Oswego Rotary Club who showed a video prepared as part of Operation Impact program. The video reenacted the fatal crash in Oswego involving several teenagers. The program was launched in 2008 and has impacted over 8,000 students so far.

Health Department
Dr. Amaal Tokars had nothing to report.

Supervisor of Assessments
Supervisor of Assessments, Andy Nicoletti stated that the Board of Review is reorganized for the 2013 tax year, exemption renewal forms for disabled homestead and disabled veteran will be going out soon.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning
Member Gilmour reviewed the minutes in the packet from the June 10, 2013 meeting.

Approval of text amendment to modify definition of ZPAC

Member Gilmour moved to approve the amendment to the Kendall County Zoning Ordinance to modify the definition of the Zoning, Platting & Advisory committee (ZPAC). Member Wehrli seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE # 2013-12
AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
TO MODIFY THE DEFINITION OF THE ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC)

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 May 28, 2013;

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Section 3.02 Rules & Definitions- "Definitions" of the Kendall County Zoning Ordinance as provided:

SECTION 3.02 DEFINITIONS
ZONING, PLATTING & ADVISORY COMMITTEE (ZPAC). An informal, strictly advisory committee and not a County Board committee comprised primarily of County staff and advisors. Membership includes, but is not limited to, representatives from the County Planning, Building and Zoning Department, the Highway Department, the Health Department, the Sheriff's Department, Forest Preserve District, Soil and Water Conservation District, and the County Engineer or consultants. The PBZ Chair or his/her designee, as needed, from the Planning, Building and Zoning (PBZ) Committee shall serve on ZPAC.

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 18th day of June, 2013.

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

Map Amendment

Member Gilmour moved to approve the map amendment for 3.0 acres of a 11.6 acre parcel to rezone from A-1 to R-1. Member Wehrli seconded the motion. Vice Chairman Gilmour asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois
County of Kendall

ORDINANCE NUMBER 2013-13
MAP AMENDMENT FOR 3.0 ACRES OF A 11.6 ACRE PARCEL
Rezone from A-1 to R-1

WHEREAS, Steven & Lori Seeler, has filed a petition for a Map Amendment from A-1 to R-1, for part of property located on the south side of Cherry Road, approximately 0.15 miles east of Schlapp Road, in Section 3 of NaAuSay Township; and

WHEREAS, said property is identified with the tax identification numbers 06-03-300-007 & 06-03-300-010 and the part for rezoning is legally described below; and

THAT PART OF THE SOUTHWEST QUARTER OF SECTION 3, TOWNSHIP 36 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN, BEING DESCRIBED BY COMMENCING AT THE NORTHWEST CORNER OF SAID SOUTHWEST QUARTER; THENCE NORTH 88°42'57" EAST ALONG THE NORTH LINE OF SAID SOUTHWEST QUARTER, 1002.06 FEET; THENCE SOUTH 01°17'03" EAST, 105.0 FEET FOR THE POINT OF BEGINNING; THENCE SOUTH 01°17'03" EAST, 200.0 FEET; THENCE SOUTH 88°42'57" WEST, 60.0 FEET; THENCE SOUTH 01°17'03" EAST, 235.0 FEET; THENCE NORTH 88°42'57" 300.0 FEET; THENCE NORTH 01°17'03" WEST, 235.0 FEET; THENCE NORTH 88°42'57" EAST, 60.0 FEET; THENCE NORTH 01°17'03" WEST, 200.0 FEET; THENCE SOUTH 88°42'57" WEST, 300.0 FEET TO THE POINT OF BEGINNING IN NA-AU-SAY TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, the petitioner desires to rezone the 3.0 acre property to R-1 (Single Family Residential) in order to build a home on the parcel and keep the rest of the property as zoned A-1 Agricultural; and

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.F of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals on May 28, 2013; and

WHEREAS, the findings of fact were approved as follows:

Existing uses of property within the general area of the property in question. The current existing uses to the west are residential with lots ranging from 1 to 8 acres. The rezoning will be consistent with the general area and will not alter the overall principal uses of the property.

The Zoning classification of property within the general area of the property in question. The zoning classifications within the general area are currently R-1, R-2 and A-1.

The suitability of the property in question for the uses permitted under the existing zoning classification. The petitioners would like to rezone part of their property to R-1 in order to build a house. The property must be rezoned to build a home. A lot of this property is wooded.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the
adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. The trend of development in that area is agricultural with residential houses. The rezoning to R-1 should have little impact on further development with the area as it would be consistent with surrounding area.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Land Resource Management Plan calls for this property to be Rural Residential which would be consistent with an R-1 zoning designation and the Village of Oswego also calls for this property to be residential.

WHEREAS, the Kendall County Board finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a zoning map amendment from A-1 to R-1 on the tract of land located and depicted on the Plat of Survey attached as “Exhibit A” hereto and incorporated herein.

IN WITNESS OF, this ordinance has been enacted on June 18, 2013.

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

Public Safety

Member Prochaska reviewed the minutes in the packet from the June 10, 2013 meeting.

Administration, HR, Revenue

Member Gilmour reviewed the minutes in the packet from the June 6, 2013 meeting.

Identity Protection Policy

Member Koukol moved to approve the resolution adopting the Kendall County Identity Protection Policy. Member Gullick seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

A RESOLUTION ADOPTING THE KENDALL COUNTY IDENTITy PROTECTION POLICy
Resolution No. 13-22

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, the County is subject to the terms of the Illinois Identity Protection Act (hereinafter referred to as “the Act”), 5 ILCS 179/1 et seq., as amended from time to time;

WHEREAS, the Act mandates that all units of local government and public employees must adopt a policy regarding the collection, use, and disclosure of individual’s Social Security numbers;

WHEREAS, improper disclosure of protected personal identifiers such as social security numbers contributes to identity theft or theft of savings incidents;

WHEREAS, the Kendall County Board hereby determines that it is in the best interest of the County to adopt an identity protection policy pursuant to the Act, which prevents the unnecessary, improper, or inadvertent disclosure of an individual’s Social Security number.

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

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

Section 2. Approval and Adoption of Policy Relating to Social Security Numbers. In order to establish a policy and rules for the County’s collection, use, and communication of Social Security numbers in compliance with the Act, the County Board hereby approves and adopts the Identity Protection Policy attached hereto as Exhibit A.

Co Board 6/18/2013
Said policy may be subject to amendment from time-to-time as deemed necessary to maintain compliance with the Act.

Section 3. Severability. If any provision of this Resolution or the attached Identity Protection Policy is held to be invalid or unenforceable, it shall not affect any other provision of the Resolution or the attached Identity Protection Policy.

Section 4. Conflicting Provision. All prior ordinances, resolutions, motions, or orders in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. Publication and Effective Date. This Resolution and the attached Identity Protection Policy 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 Resolution, the County Board shall file this Resolution and the attached Identity Protection Policy with the Kendall County Clerk. The County shall also advise its employees of the existence of the Identity Protection Policy and make a copy of the policy available to each of its employees and to any member of the public, upon request.

PASSED by the Kendall County Board this 18th day of June, 2013.

John Shaw, Kendall County Board Chairman

ATTEST: Debbie Gilliette, County Clerk

Highway

Member Koukol reviewed the minutes in the packet from the June 11, 2013 meeting.

Intergovernmental Agreement with Oswegoland Park District

Member Koukol moved to approve the Intergovernmental Agreement with the Oswegoland Park District not to exceed $10,000 of the TAP Funds. Member Cullick seconded the motion. Vice Chairman Gilmour asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of IGAM 13-11 is available in the Office of the County Clerk.

Facilities

Dishwasher Lease

Member Koukol moved to approve the dishwasher lease approval in the amount of $234.95 per month, $2,819.40 per year for two years. Member Purcell seconded the motion. Vice Chairman Gilmour asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Economic Development

Member Koukol reported that the job resource fair had over 200 plus job seekers and 40 employers. The Health Department was helpful. They partnered with Waubonsee Community College and other EDCs throughout the county.

Finance

CLAIMS

Member Gilmour moved to approve the claims submitted in the amount of $2,662,368.13. Member Prochaska seconded the motion.

COMBINED CLAIMS: FCLT MGMT $536,313.84, BAZ $2,812.23, CO CLK & RCDR $250.00, ED SRV REG $659.14, SHRFF $19,570.18, CRCTNS $1,146.24, MERIT $610.50, EMA $834.67, JURY COMM $2,556.00, CRCT CT JDG $7,263.35, CRNR $2,147.19, CMB CRT SRV $14,724.08, PUB DFNDR $1,017.65, ST ATTY $2,761.55, SPRV OF ASSMNT $136.99, EMPLOYEE GLTH INS $377,810.73, OFF OF ADM SRV $86,47, CO BRD $142.79, TECH SRV $6,064.60, KENCOM $887,500.00, CAP EXPEND $3,780.00, ECON DEV $12,36, CO HWY $65,045.76, CO BRDG $11,627.43, TRNSPRT SALES TX $118,724.06, HLTH & HMN SRV $85,829.42, FRST PRSRV $8,156.08, FP DEBT 2009 $1,105.00, FP DEBT 2007 $1,135,187.50

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

Co Board 6/18/2013
Member Gilmour reviewed the minutes in the packet from the June 13, 2013 meeting.

Labor & Grievance

Minutes are in the packet from the May 28, 2013 meeting.

STANDING COMMITTEE MINUTES APPROVAL

Member Koukol moved to approve all of the Standing Committee Minutes and Reports. Member Prochaska seconded the motion. Vice Chairman Gilmour 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 approved bond payment and signed the elevator contract.

VAC

Member Wehrli stated that they had their quarterly meeting and discussed summer events coming up.

Historic Preservation

Member Wehrli stated that they did not meet.

UCCI

Member Prochaska stated that they had their May meeting. Members Cesich, Cullick, Gryder and Prochaska are attending the Leadership Academy.

708 Mental Health

Member Gilmour stated that they met on June 5, 2013. The business of the meeting was to discuss the grant determinations. 12 not for profit agencies who provide programs or services to Kendall County residents in the areas of mental health, developmental disabilities or substance abuse. 11 agencies did presentations. 10 grant determinations that were presented. Next meeting is in December.

Rivervalley Workforce Investment Board

Member Koukol stated that they did not meet. They need to meet to vote on the budget before July 1st.

Housing Authority

Member Prochaska stated that they did not meet.

OTHER BUSINESS

Member Purcell asked when the roof project and HVAC project for the County Office Building will be coming before the Finance Committee.

State's Attorney, Eric Weis stated that today is the 31st anniversary of Sergeant Rob Leinen day.

CHAIRMAN'S REPORT

Member Purcell moved to approve the appointments. Member Prochaska seconded the motion. Vice Chairman Gilmour asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Appointments

Thomas Grant – Housing Authority – 5 year term – expires July 2018
Carl Gutierrez – Housing Authority – 5 year term – expires June 2018
Jeremy Swanson – Housing Authority – fill unexpired term – expires June 2014
Pete Bocheck – Historic Preservation Committee – 3 year term – expires May 2016
Ken Boyer – Historic Preservation Committee – 3 year term – expires May 2018
Whitney French – Historic Preservation Committee – 3 year term – expires May 2016
RECESS
Member Purcell moved to recess the county board meeting. Member Koukol seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

OUT OF RECESS
Member Gilmour moved to come out of recess. Member Prochaska seconded the motion. Vice Chairman Gilmour asked for a voice vote on the motion. All members present voting aye. Motion carried.

EXECUTIVE SESSION
Member Gilmour made a motion to go into Executive Session for 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 and for collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees. Member Purcell seconded the motion. Vice Chairman Gilmour asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

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

Approved and submitted this 1st day of July, 2013.

Respectfully submitted by,
Dottie 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>$997.00</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>$1,573.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td></td>
<td>$33,522.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td></td>
<td>$37,262.50</td>
</tr>
<tr>
<td>County Revenue</td>
<td></td>
<td>$31,386.00</td>
</tr>
<tr>
<td>Doc Storage</td>
<td></td>
<td>$20,499.00</td>
</tr>
<tr>
<td>GIS Mapping</td>
<td></td>
<td>$34,660.00</td>
</tr>
<tr>
<td>GIS Recording</td>
<td></td>
<td>$4,332.00</td>
</tr>
<tr>
<td>Interest</td>
<td></td>
<td>$46.82</td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td></td>
<td>$9,528.25</td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td></td>
<td>$17,946.00</td>
</tr>
<tr>
<td>To KC Treasurer</td>
<td></td>
<td>$155,660.37</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $604.00 ck # 17363
Dom Viol Fund sent from Clerk's office $195.00 ck 17362
AN ORDINANCE IMPOSING A TAX ON THE PRIVILEGE
OF TRANSFERRING A BENEFICIAL INTEREST IN REAL ESTATE

WHEREAS, the 93rd General Assembly of the State of Illinois amended the “Property Tax Code” and the “Counties Code” pursuant to Public Act 93-657 (eff. June 1, 2004), and Public Act 93-1099 (eff. June 1, 2005); and

WHEREAS, said amendments empower counties, by action of the County Board, to impose a tax upon the privilege of transferring title to real estate as represented by the deed or the transfer of beneficial interest as defined in Section 31-5 of the “Property Tax Code” (35 ILCS 200/31-5), regardless of whether a document is recorded. Said tax shall be applied at a rate of 25 cents per each $500.00 of value or fraction thereof stated in the Declaration required by Section 31-25 of the “Property Tax Code”; and

WHEREAS, if the real estate or beneficial interest is transferred subject to a mortgage, the amount of the mortgage remaining outstanding at the time of the transfer shall not be included in the basis of computing the tax; and

WHEREAS, a tax authorized by the “Counties Code”, as amended, shall be collected by the County Recorder prior to recording the deed or the transfer of a taxable beneficial interest in real property subject to the tax. All documents exempted in Section 31-45 of the Property Tax Code (35 ILCS 200/31-45) shall also be exempt from any tax imposed pursuant to this Ordinance; and

WHEREAS, a tax imposed pursuant to this Ordinance shall be in addition to all other occupation and privilege taxes imposed by the County of Kendall, the State of Illinois or any municipal corporation or political subdivision thereof.

NOW, THEREFORE, BE IT ORDAINED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, AS FOLLOWS:

I. That pursuant to Public Act 93-657 (eff. June 1, 2004), and Public Act 93-1099 (eff. June 1, 2005), the Kendall County Board hereby imposes a tax upon the privilege of the transfer of beneficial interest in real property, as defined in Section 31-5 of the Property Tax Code, at a rate of 25 cents per each $500.00 of value or fraction thereof as stated in the declaration required by Section 31-25 of the Property Tax Code, regardless of whether a document is recorded, effective immediately. If, however, the transferring document states that the real estate or beneficial interest is transferred subject to a
mortgage, then the amount of the mortgage remaining outstanding at the time of
transfer shall not be included in the basis of computing the tax; and

II. That a tax imposed pursuant to this Ordinance shall be collected by the County Recorder
and paid at the time of recordation or, if a document is not recorded, at the time of
presentation of the transfer declaration to the County Recorder, as provided in Section
31-25 of the Property Tax Code (35 ILCS 200/31-25). All documents exempted in
Sections 31-45 or 31-46 of the Property Tax Code (35 ILCS 200/31-45 and 35 ILCS
200/31-46) shall be exempt from any tax imposed pursuant to this Ordinance; and

III. A tax imposed pursuant to this Ordinance shall be in addition to all other occupation
and privilege taxes imposed by the County of Kendall, the State of Illinois, or any
municipal corporation or political subdivision thereof; and

IV. That the proceeds from such tax shall be deposited in the County General Fund; and

V. That the tax imposed herein shall be effective on the date of the passage of this
Ordinance; and

VI. That a certified copy of this Ordinance shall be distributed to the County Board, County
Recorder, County Treasurer and Supervisor of Assessments; and

VII. That this Ordinance may be amended by the County Board from time to time as it
becomes legally necessary; and

VIII. That if any part of this Ordinance is found to be illegal or unauthorized, the remaining
sections of the Ordinance shall still be in effect; and

IX. That such 25 cents tax shall not be included within any statutory limitation of rate of
amount for other County purposes, but shall be excluded therefrom and be in addition
thereto and in excess thereof.

Enacted and approved this ___day of ____________, 2013

__________________________________________
John Shaw, Chairman
Kendall County Board

ATTEST: _________________________________
Debbie Gillette
Kendall County Clerk / Recorder
# 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</th>
<th>2013 YTD %</th>
<th>Actual</th>
<th>2012 YTD</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>
<td></td>
</tr>
<tr>
<td>State Income 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>
<td></td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$340,000</td>
<td>$207,484</td>
<td>61.02%</td>
<td>$216,832</td>
<td>63.72%</td>
<td></td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$847,000</td>
<td>$511,416</td>
<td>60.00%</td>
<td>$550,182</td>
<td>65.72%</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$400,000</td>
<td>$276,179</td>
<td>68.79%</td>
<td>$240,558</td>
<td>63.30%</td>
<td></td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$1,200,000</td>
<td>$983,199</td>
<td>57.77%</td>
<td>$727,072</td>
<td>55.93%</td>
<td></td>
</tr>
<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$550,000</td>
<td>$3314,162</td>
<td>67.12%</td>
<td>$309,848</td>
<td>58.33%</td>
<td></td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$19,764</td>
<td>49.11%</td>
<td>$26,142</td>
<td>71.83%</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$35,000</td>
<td>$13,703</td>
<td>39.15%</td>
<td>$17,670</td>
<td>53.43%</td>
<td></td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,100,464</td>
<td>$846,931</td>
<td>58.79%</td>
<td>$620,586</td>
<td>59.22%</td>
<td></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>
<td></td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$190,000</td>
<td>$200,592</td>
<td>105.57%</td>
<td>$132,203</td>
<td>77.77%</td>
<td></td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$805,000</td>
<td>$466,020</td>
<td>57.89%</td>
<td>$586,383</td>
<td>78.18%</td>
<td></td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$702,000</td>
<td>$440,090</td>
<td>62.69%</td>
<td>$438,158</td>
<td>97.59%</td>
<td></td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$10,974,464</strong></td>
<td><strong>$6,980,369</strong></td>
<td>62.79%</td>
<td><strong>$6,205,586</strong></td>
<td><strong>63.54%</strong></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Annual Budget</th>
<th>2013 YTD</th>
<th>2013 YTD %</th>
<th>Actual</th>
<th>2012 YTD</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,200,000</td>
<td>$2,524,783</td>
<td>60.11%</td>
<td>$2,493,951</td>
<td>62.35%</td>
<td></td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,200,000</td>
<td>$2,524,783</td>
<td>60.11%</td>
<td>$2,493,951</td>
<td>62.35%</td>
<td></td>
</tr>
</tbody>
</table>

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

## EXPENDITURES

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th>REVENUES</th>
<th>Budget</th>
<th>2013 YTD</th>
<th>2013 YTD %</th>
<th>2012 YTD</th>
<th>2012 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>$26,336,375</strong></td>
<td><strong>$15,141,326</strong></td>
<td>57.49%</td>
<td><strong>$15,086,818</strong></td>
<td><strong>57.27%</strong></td>
<td></td>
</tr>
</tbody>
</table>
KENDALL COUNTY CORONER  
June FY 2013 Monthly Report

<table>
<thead>
<tr>
<th>CASE</th>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Saturday, June 01, 2013</td>
<td>1306150 *</td>
<td>7:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Sunday, June 02, 2013</td>
<td>1306151 *</td>
<td>8:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, June 04, 2013</td>
<td>1306152 *</td>
<td>4:38 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, June 05, 2013</td>
<td>1306153 *</td>
<td>7:30 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, June 07, 2013</td>
<td>1306154 *</td>
<td>4:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 08, 2013</td>
<td>1306155 *</td>
<td>6:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 08, 2013</td>
<td>1306156 *</td>
<td>4:14 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Sunday, June 09, 2013</td>
<td>1306157 *</td>
<td>7:50 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Monday, June 10, 2013</td>
<td>1306158</td>
<td>12:41 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, June 12, 2013</td>
<td>1306159</td>
<td>2:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, June 07, 2013</td>
<td>1306160 *</td>
<td>9:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, June 14, 2013</td>
<td>1306161 *</td>
<td>5:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 15, 2013</td>
<td>1306162 *</td>
<td>12:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Sunday, June 16, 2013</td>
<td>1306163 *</td>
<td>8:32 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Monday, June 17, 2013</td>
<td>1306164 *</td>
<td>8:45 AM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Tuesday, June 18, 2013</td>
<td>1306165 *</td>
<td>11:56 AM</td>
<td>Suicide</td>
<td>N</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, June 21, 2013</td>
<td>1306166</td>
<td>10:00 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Friday, June 21, 2013</td>
<td>1306167 *</td>
<td>8:03 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Friday, June 21, 2013</td>
<td>1306168 *</td>
<td>9:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 22, 2013</td>
<td>1306169 *</td>
<td>4:55 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 22, 2013</td>
<td>1306170 *</td>
<td>5:14 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 22, 2013</td>
<td>1306171 *</td>
<td>3:43 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Sunday, June 23, 2013</td>
<td>1306172 *</td>
<td>4:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Saturday, June 22, 2013</td>
<td>1306173 *</td>
<td>8:22 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, June 26, 2013</td>
<td>1306174</td>
<td>8:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td></td>
<td>Wednesday, June 26, 2013</td>
<td>1306175 *</td>
<td>6:15 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nurs. Home</td>
</tr>
<tr>
<td></td>
<td>Thursday, June 27, 2013</td>
<td>1306176 *</td>
<td>10:24 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 85%

Autopsies

One (1) Autopsy was performed in the month of June.

Inquests

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

Statistics:

<table>
<thead>
<tr>
<th>2013 Statistics</th>
<th>State for Same Period in 2012</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2013 Total Deaths..</td>
<td>176</td>
<td>161</td>
</tr>
<tr>
<td>Autopsies to Date.................</td>
<td>11</td>
<td>12</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>9</td>
<td>18</td>
</tr>
<tr>
<td>Cremation Permits...</td>
<td>85</td>
<td>72</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:

Coroner Toftoy presented the semi-annual report to the Public Safety Committee on June 10.
Coroner Toftoy presented to the County Board on June 18 regarding "Operation Impact".
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 July 8, 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, Amy Cesich, Lynn Cullick, Vice-Chair Judy Gilmour and Jeff Wehrli
Absent: None
Also present: Senior Planner Angela Zubko and Interim PBZ Director Jeff Wilkins

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

APPROVAL OF MINUTES
Jeff Wehrli made a motion to approve the minutes from June 10, 2013. Lynn Cullick seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Jeff Wehrli made a motion to approve the expenditure report in the amount of $15,023.08 and forward it onto the Finance Committee, Lynn Cullick 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
#13-11 Any text related to guns or target practice
Planner Zubko stated this is any text related to guns or target practice and this came about after the Kendall County Sheriffs' office shooting range and at that time staff discovered some items that should have been changed. This text amendment was also crafted with the Sheriff's office. Planner Zubko went through the memo. For indoor target practice we had no conditions so wanted to add 6 conditions. For outdoor target practice in the A-1 and M-3 district as a special use have 18 conditions. Modified d to say State, nationally standard or NRA Certified. E we added signs as another mean to know firing is taking place. L is now more specific and added the word projectiles. Also we changed the wording a little for outdoor commercial sporting activity, deleted indoor and outdoor target practice as that was combined. Re-word the Kendall County government agency and other law enforcement shooting range with conditions to be set and approved by the County Board and also re-worded the language for private clubs or lodges a little to not include indoor or outdoor gun clubs.

Planner Zubko will check with the Sheriff's office if there is a nationally standard range supervisor. Ms. Gilmour asked about the NRA certified standards and how it originally was taken out but put back in. Planner Zubko stated after some discussion from other committee we put it back in to say that's an acceptable form of 7.8.13 PBZ Meeting Minutes
supervisor since most people are NRA certified. Mr. Wehrli asked about outdoor sporting activities and if people are shooting privately if that permitted. Planner Zubko stated private shooting is permitted by law and assumes the only people that will call to ask about this special use would be people opening an outdoor target practice for commercial purposes or a non-profit. Planner Zubko will make it more clear with regards to outdoor target practice vs. private shooting and clean up the wording for outdoor commercial sporting activities.

With no further suggestions or changes Jeff Wehrli made a motion to approve petition 13-11, seconded by Lynn Cullick to approve and forward the petition onto the next COW and County Board meeting. All were in favor.

#13-15 Subdivision Control Ordinance
Planner Zubko stated this text amendment is to the Subdivision Control ordinance to correct an error discovered. We're just changing the wording Plat and Zoning Committee to the PBZ Committee and the decision of a variation/exception is by the Plat Officer and not the Code Hearing Officer.

With no further suggestions or changes Lynn Cullick made a motion to approve petition 13-15, seconded by Amy Cesich to approve and forward the petition onto the next County Board meeting. All were in favor.

#12-03 Land Cash Ordinance
Planner Zubko stated nothing changed since the PBZ Committee except there was 1 thing the Plan Commission and Zoning Board of Appeals wanted to discuss. There's a separate memo to discuss page 15 under #8 Reservation of Additional Land. A member from the Plan Commission did not like the wording and requested to delete the language altogether as she felt it was too much government since the land had to be set aside for a year. The rest of the Commission would like to change it to something like six months of first contact with the governing bodies of a concept, preliminary or finals plat so therefore the petitioner will know way ahead of time whether land needs to be set aside or not. 1 year from approval of the final plat is too late in the process for the petitioner. The consensus at the Zoning Board of Appeals was they liked the 6 months from proof of initial contact instead of the 1 year from the approval of the final plat.

The PBZ Committee discussed this section can be read 2 different ways. There was talk about before final plat approval instead of 1 year after final plat approval. Also there was discussion about 1 year instead of 6 months from proof of initial contact. The consensus was at final plat unless an exception is requested jointly. Planner Zubko will fix the language and bring it up at the COW committee.

With no further suggestions or changes Lynn Cullick made a motion to approve petition 12-03, seconded by Jeff Wehrli to approve and forward the petition onto the next COW meeting. All were in favor.

OLD BUSINESS
Bid Results for the Fields of Farm Colony bid- Planner Zubko stated that she handed out the bid tabulation and the apparent low bidder is Wilkinson Excavating. She will contact all the bidders to let them know it's not official until approved by the County Board but will supply the bid tabulation list to them. We had a total of 5 bids.

NEW BUSINESS
Discussion on Letter from the Illinois Housing Development Authority- Ms. Cullick thought we might want to discuss this a little since this part of the comment period. Mr. Wilkins explained where this came about and
stated it is in the Village of Oswego. Mr. Gryder stated for the County he said this could impact Orchard Road. Ms. Gilmour asked if a public hearing has been held. No one was quite sure and also no one was sure why the County received this money. The Committee decided there is no need to write a comment letter.

Noise Ordinance Discussion - Mr. Wilkins stated he made the comment at Judicial Legislative Committee about giving an exemption would be rare. Also Mr. Wilkins stated the SAO stated if everyone wanted to take this section out they would be fine with eliminating the temporary permit (Article VII). Planner Zubko wanted to preface this by saying Mr. Wilkins has not seen the memo from the PBZ Committee but wanted to let everyone know their concerns. There was discussion about the exemptions and how to interpret that. There was discussion the number per year. Mr. Wilkins said he'd like to see section VII go away and the officer has her/her judgment for events. Some of the PBZ Committee would like to take out the section for temporary noise permits. There was discussion about construction times and if we should keep that in as an exemption. The PBZ Committee would like to make a recommendation to eliminate Section VII. Lynn Cullick made a motion seconded by Jeff Wehrli. With a roll call vote there were 3 yes' and 3 no's. Ms. Cesich and Ms. Gilmour voted no and thinks the section needs to be reworked. Mr. Gryder made a motion to remove article VI.C. regarding maintenance, Lynn Cullick seconded the motion. With a roll vote, all were in favor to eliminate that language.

Intergovernmental Agreement discussion for the Village of Lisbon - Planner Zubko stated as some of the Committee may or may not know the County provides staff time for applications and performs inspections for Millbrook and Plattville and the Village of Lisbon is wondering if the County will also possibly help them out as well. Planner Zubko stated a copy of the intergovernmental agreement with the others is in the packet. Planner Zubko is not completely certain but thinks at the time these agreements started the Village of Lisbon wanted more strict rules so went out on their own. Currently no one is enforcing the rules so they are requesting help from the County. This the beginning stages of discussion but before talking to their board about this and the pros and cons wanted to see what the County thought of it. Mr. Wehrli asked about the sanitary site and the zoning, engineering and staff time. The consensus of the Committee is they're open for discussion but there are concerns.

PUBLIC COMMENT - None

UPDATE ON HISTORIC PRESERVATION - There will be a meeting on Wednesday July 17th and the group will start getting ready for the fair in August. We are working with other Historic Preservation Commissions from the municipalities to help volunteer and man the booth.

PROJECT STATUS REPORT - Reviewed
PERMIT REPORT - Reviewed
REVENUE REPORT - Reviewed
CORRESPONDENCE - None
EXECUTIVE SESSION - None

Ms. Gilmour had some question about inquiries about junk cars on the property and wondering if there is anything the County can do about. Planner Zubko stated that it's only considered a junk car if it cannot run. Unfortunately it does not need to be registered or insured. Ms. Gilmour will give Planner Zubko the address after the meeting.
Mr. Wehrli wanted to bring up noise again and stated we talked about the occupant getting the ticket instead of holding the owner of the property responsible. He would like the property owner to be notified of the violations and if they re-occur. It would be a service to the owner if they were notified of any noise ordinance violations, or possibly after multiple violations. He just wanted to mention one more thing to possibly discuss at the Committee of the Whole meeting.

**ADJOURNMENT- Next meeting will be on August 12, 2013**

Jeff Wehrli made a motion to adjourn the meeting. Amy Cesich seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 8:02 p.m.

Respectfully Submitted,

Angela L. Zubko
Senior Planner
State of Illinois
County of Kendall

ORDINANCE # 2013-

AMENDMENT TO THE KENDALL COUNTY ZONING ORDINANCE
TO MODIFY TEXT RELATED TO TARGET PRACTICE, PRIVATE CLUBS AND
SHOOTING RANGES IN 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 ZONING 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
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-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)

Indoor Target Practice with the following conditions:
   a. 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.
   b. Must be at least 150’ from existing dwellings and property lines of schools, daycares,
      and places of worship.
   c. Hours of operation from 7am to 10pm
   d. No alcohol allowed.
   e. Must meet all requirements of the Kendall County Health Department.
   f. 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:

a. 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.
b. Requires minimum parcel size of 5 acres, depending on the venue.
c. Must have a sign that lists allowed firearm types, rules of operation; hearing and vision protection required.
d. State, nationally standard or NRA Certified range supervisor must be present.
e. Range flag flown, a sign or red light lit at all times that firing is taking place.
f. Hours and days of operation as specified in the Special Use Permit to be determined by the County Board.
g. Access must be controlled by a lockable gate.
h. Hazardous waste plan addressing lead management required.
i. No discharge of lead shot into wetland.
j. Must be at least 1,000' from existing dwellings and property lines of schools, daycares, places of worship and airstrips.
k. No alcohol allowed.
l. No projectiles shall leave the boundaries of the site.
m. All applicable Federal, State and County rules and regulations shall be adhered to.
n. Must meet all requirements of the Kendall County Health Department.
o. Water and drainage plans must be approved by the Kendall County Planning, Building and Zoning Office.
p. Signage is permitted but must meet the Sign Ordinance regulations of Section 12 of the Zoning Ordinance.
q. Lighting shall meet the standards of Section 11.02.F.12.d of the Zoning Ordinance.
r. Must adhere to the Performance standards of Section 10.01.F of the Zoning Ordinance.

SECTION 7.01.D (A-1 Agricultural- Special use)
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.

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)
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)
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, Stripcase 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 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.

a. 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 (2/3rd's) 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
ORDINANCE # 2013-_____

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
Debbie Gillette

Kendall County Board Chairman
John Shaw
HIGHWAY COMMITTEE MINUTES

DATE: July 9, 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, John Shaw, Mayor Bob Hausler, PJ Fitzpatrick, Kelly Farley, Corey Johnson & Rick Burton of Plano Industrial Acquisition

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

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

Two Executive Session Minutes were reviewed by the committee. The County Engineer previously recommended releasing the minutes from November 8, 2011 & December 13, 2011. Motion Jeff; second Gilmour to release the Executive Session Minutes from November 8, 2011 & December 13, 2011. Motion carried unanimously.

Rick Burton of Plano Industrial Acquisition has requested an Ordinance granting temporary variance on Eldamain Road for the purpose of a full-access for Kendall Farms Industrial Subdivision. The variance is approximately 900’ south of Corneils Road on the west side of Eldamain Road. This access will become a full right-in / right-out access once Miller Road gets improved to Corneils Road or in 10-years, whichever occurs first. The concern of the committee was the truck traffic inbound/outbound for the transfer station on lot 5. Rick Burton informed the committee truck traffic count would 30 inbound; 10 outbound. Jeff Wehrli concern was the developer would not be around in the next 10-years, leaving the County financially responsible for future improvements on Eldamain Road. The States Attorney’s Office has prepared a draft Ordinance for Kendall Farms Industrial Subdivision. The committee requested the States Attorney to include in the draft ordinance a bond be posted and the petitioner name be changed to Kendall Farms Industrial Acquisition LLC. Motion Wehrli; 2nd Gihnour to forward to the County Board pending the States Attorney has changed the petitioners name to Kendall Farms Industrial Acquisition LLC. Motion carried unanimously.

The City of Plano has signed the intergovernmental agreement for the installation of a roundabout at the intersection of Little Rock Road / Creek Road/ Abe Street. A representative from the engineering firm of Reynolds, Smith & Hills will do a presentation at COW on Thursday, July 11, 2013.

The County Highway did not receive the City of Oswego Intergovernmental Agreement for TAP Funds.

An Intergovernmental Agreement with City of Yorkville regarding the expenditure of Transportation Alternatives Program (TAP) funds was presented to the Committee. City of Yorkville has executed the agreement. Motion Wehrli, 2nd Gilmour to forward to the County
Board for approval the Intergovernmental Agreement for TAP funds with City of Yorkville. Motion carried unanimously.

The proposed draft of the Highway Budgets for FY 2014 was presented to the committee. Chairman Koukol will be discussing the proposed Highway Budgets with the County Engineer. Chairman Koukol requested the committee to review the budgets. If there are any questions, feel free to contact Chairman Koukol.

The proposed 5-year Transportation Improvement Plan was presented and reviewed by the committee.

Chairman Koukol received several phone calls regarding the detour signage for the closure of Ridge Road project. The County Highway Department added more signage to the project.

Motion Cesich; second Gilmour to forward payroll and bills for the month of July in the amount $421,060.73 to the Finance Committee for approval.

Meeting adjourned at 4:55 P.M.

Respectfully submitted,

[Signature]

Andy Myers
Assistant County Engineer

ACTION ITEMS

1. IGA w/ City of Yorkville not to exceed $5,000.00 of TAP Funds
INTERGOVERNMENTAL AGREEMENT FOR KENDALL COUNTY
TRANSPORTATION ALTERNATIVES PROGRAM ("KC-TAP") FUNDING TO THE
UNITED CITY OF YORKVILLE TO CONSTRUCT MULTI-USE TRAILS AND
SIDEWALKS ALONG ROUTE 47 IN YORKVILLE, 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 United City of Yorkville (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 19, 2012, Grantee submitted an application pursuant to the KC-TAP. Grantee’s application sought financial assistance to construct multi-use trails and sidewalks along Illinois Route 47 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 United City of Yorkville and Kendall County; and

WHEREAS, pursuant to the terms of this agreement, Kendall County will grant money 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 $5,000.00 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 $5,000.00, 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 $5,000.00 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. 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 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 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;

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 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;

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:
City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

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

By: Chair, Kendall County Board

Date: __________________________

Attest: County Clerk

United City of Yorkville, Kendall County, Illinois, a municipal corporation

By: Mayor

Date: 6/26/13

Attest: City Clerk
INTERGOVERNMENTAL AGREEMENT FOR THE INSTALLATION OF A ROUNDABOUT AT THE INTERSECTION OF LITTLE ROCK ROAD, CREEK ROAD AND ABE STREET IN PLANO, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County"), the City of Plano (the "City") a municipal corporation of the State of Illinois, and the Little Rock Road District of Little Rock Township, a unit of local government of the State of Illinois (the "Road District").

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 City, the Road District 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, Kendall County has jurisdiction over Little Rock Road, the City has jurisdiction over Creek Road and the Road District has jurisdiction over Abe Street, all of which intersect at or about latitude 41.667282, longitude -88.555163, identified by the County as Section number 12-00119-00-SP; and

WHEREAS, Kendall County, the City and the Road District wish to enter into an agreement wherein during the 2014 calendar year, Kendall County will build and install a "roundabout" along with the necessary splitter islands, crosswalks and lanes at the intersection of Little Rock Road, Creek Road and Abe Street as is shown in Exhibit A attached, in hopes to provide a safe and efficient roadway for the residents of the City, Road District and Kendall County (hereinafter referred to as the "Project"); and

WHEREAS, Kendall County believes that the Project has the potential to reduce injury causing traffic accidents in the project area and will reduce costs associated with building, upkeep and maintenance of the road system. As such, it will strike an appropriate balance between the needs of the City, the Road District and Kendall County as well as for the safety of the traveling public; and

WHEREAS, it is the understanding of the parties that upon completion of the Project, which will be funded completely by Kendall County, the City alone will maintain, repair and/or landscape the subject roundabout as well as the overhead lighting and pedestrian facilities at that intersection, and that Kendall County will have no duties to maintain, repair and/or landscape the roundabout 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 under the term of this Agreement:

   a. Kendall County shall fund the necessary engineering and surveys; obtain all necessary rights of way; fund any necessary land acquisition costs; prepare, or cause to be prepared, all plans and specifications; receive bids and award the contract for the Project. Whether such items listed above are necessary will be determined at the sole discretion of the County. Kendall County shall plan, construct and complete the outlined Project in compliance with all state and federal laws and regulations;

   b. The Project's roundabout will be placed within the intersection of Little Rock Road, Creek Road and Abe Street and its construction shall include the necessitated alterations occurring within the four legs of the intersection such as splitter islands, crosswalks and entry/exit lanes along with the roundabout itself, along with the sidewalks, ADA ramps, signage and pavement markings that are required at the roundabout. However, Kendall County shall not be responsible for, nor shall it fund, the construction of any sidewalks or multi-use paths that are constructed outside of the area immediately adjacent to the roundabout, including those that may form an extension to the multi-use path that is north of the intersection;

   c. Kendall County shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws;
d. Kendall County shall select and contract with all contractors and subcontractors necessary to complete the construction of the Project and shall be solely responsible for building costs of the Project as described herein and for supervising the construction and completion of the Project;

e. During the course of construction of the Project, Kendall County shall ensure that 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, the City and the Road District 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, the City and the Road District;

f. It is understood that Kendall County shall undertake the acquisition of such interests in real estate, including Temporary or Permanent Easements, which Kendall County deems necessary for the construction of the Project, but that Kendall County shall not be obligated to acquire any property by way of fee ownership should it deem it unnecessary;

g. Following completion of the Project, Kendall County shall be responsible for the maintenance of pavement, curbs and drainage at the roundabout itself as well as for its snow plowing;
h. During construction, and up until the time the project is declared completed by Kendall County, Kendall County shall defend, indemnify and hold harmless the City and Road District, and their insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, mechanic liens and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the Road District and City, their insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of Kendall County's negligence or willful and wanton conduct concerning the work to be performed by Kendall County and/or any of the Kendall County's contractors and/or sub-contractors retained to perform work under this Agreement;

i. After completion of the Project, Kendall County shall defend, indemnify and hold harmless the Road District and City, and their insurers, employees, and agents only in regard to any and all mechanic lien claims which the Road District and City, their insurers, employees, and agents may hereafter be required to pay relating to charges for work to be performed by Kendall County's contractors and/or sub-contractors retained to perform work under this Agreement;

j. At the time the project is deemed complete by Kendall County, it shall send notice to the City and the Road District stating the same. Upon mailing of the notice, the Project shall be deemed to have been completed, and the County's
construction obligations under this agreement shall cease, for purposes of this Agreement.

3. The City of Plano’s Obligations under the terms of this Agreement:

a. Upon completion of the Project, the City shall landscape the interior circle of the subject roundabout as well as maintain and repair the overhead lighting and pedestrian facilities at that intersection. The City shall also be responsible for paying for all energy costs associated with the overhead lighting installed at the location of the project;

b. Any and all landscaping done in the interior circle of the subject roundabout shall allow for appropriate sight distance and visibility for drivers and pedestrians and shall conform with state and federal regulations;

c. It is mutually agreed by Kendall County, the City and the District that upon notice of completion of the Project, Kendall County shall not be inferred to, or obligated to, have a duty to provide insurance for the subject Project area or otherwise indemnify and hold harmless the City and Road District in connection with the use, enjoyment, maintenance, repair or replacement of the subject improvements;

d. It is mutually agreed by Kendall County, the City and the Road District that the maintenance, both physical and financial of any road improvements, splitter islands, multi-use paths and sidewalks installed along Creek Road will be the responsibility of the City, and the City alone. Further, the City shall be responsible for any future maintenance, repair or replacement deemed necessary for the subject improvements set forth in this subparagraph.
Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the subject improvements on Creek Road;

e. Upon completion of the subject Project, the City shall defend, with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County and the Road District, including Kendall County's and the Road District'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, the Road District and their respective past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay due to any error, omission, negligence, or any willful or intentionally tortious conduct relating to, or arising in any manner out of the use, maintenance, repair, and replacement of the subject improvements within the City's jurisdiction, which were built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs arising in any manner out of the City's performance or alleged failure to perform its obligations pursuant to this Agreement.

4. Little Rock Road District's Obligations under the terms of this Agreement:

   a. It is mutually agreed by Kendall County, the City and the Road District that upon notice of completion of the Project, Kendall County shall not be inferred
to, or obligated to, have a duty to provide insurance for the subject Project area or otherwise indemnify and hold harmless the City and Road District in connection with the use, enjoyment, maintenance, repair or replacement of the subject improvements;

b. It is mutually agreed by Kendall County, the City and the Road District that the maintenance, both physical and financial of any road improvements, splitter islands, multi-use paths and sidewalks installed along Abe Street will be the responsibility of the Road District, and the Road District alone. Further, the Road District shall be responsible for any future maintenance, repair or replacement deemed necessary for the subject improvements within their jurisdiction. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the subject improvements along Abe Road;

c. Upon completion of the subject Project, the Road District shall defend, with counsel of Kendall County’s own choosing, indemnify and hold harmless Kendall County, the City and their respective 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, the City and their respective past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay due to any error, omission, negligence, or any willful or intentionally tortious
conduct relating to, or arising in any manner out of the use, maintenance, repair, and replacement of the subject improvements within the Road District's jurisdiction, which were built during this Project, or claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs arising in any manner out of the Road District's performance or alleged failure to perform its obligations pursuant to this Agreement.

5. Nothing in this agreement shall be interpreted to alter jurisdiction over the subject roadways. As such, Kendall County retains jurisdiction over Little Rock Road, the City of Plano retains jurisdiction over Creek Road and Little Rock Road District retains Jurisdiction over Abe Street. Jurisdiction over the subject roundabout itself shall be held by Kendall County;

6. 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;

7. 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 City:  
Mayor of Plano
17 E Main St
Plano, IL 60545

If to the Road District: Little Rock Township Highway Commissioner
611 W Main Street
Plano, IL 60545

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

8. 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;

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9. This Agreement may be terminated by any party upon thirty (30) calendar days written notice to the other parties. However, once construction has begun, any obligations assumed by the City and Road District hereunder shall survive the termination of this Agreement;

10. This Agreement shall take effect upon the date of the final signature below, and shall remain in effect until the completion of the Work. However, maintenance, continuing care, jurisdictional and indemnification obligations shall survive beyond the date of completion of the work;

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

12. 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 all parties;

13. Nothing contained in this Agreement, nor any act of Kendall County, the Road District or the City 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, the Road District and the City;

14. Kendall County, the Road District and the City 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 Illinois

By: Chair, Kendall County Board

Attest:
County Clerk

City of Plano, Kendall County, of the State
Illinois a municipal corporation

By: City Mayor

Attest:
City Clerk

Little Rock Road District, a unit of local government
of Illinois

By: Commissioner, Little Rock Road District

Attest:

Township Clerk
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 3:39 p.m.

1) Roll Call - Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Members Prochaska, Wehrli, Cullick and Vice-Chair Gilmour. Enough members were present to form a quorum of the committee. Facilities Management Director Smiley and Mike Kluber & Forest Thayer from Kluber & Associates were also present.

2) Approval of the June meeting minutes - Chairman Koukol asked for a motion to approve the June committee minutes. Member Prochaska motioned to approve the minutes, Member Wehrli 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
To be discussed next month.

NEW BUSINESS/PROJECTS

1) Chairman’s Report/ Landscaping Projects
   Report from meeting
   Chairman Koukol went over the status of the projects. Dan said the pavers were fixed at the Historic Courthouse (HCH) and the wall repair behind the Courthouse was completed. Mr. Koukol said the rest of the projects were in the process of being scheduled and there will be a further update at the next FM Committee meeting. Dan also thanked Jason Pettit from the Forest Preserve for offering to place a couple of the benches they are installing at their properties on the walkway to the South entrance of the HCH.

2) Kluber Cost Presentation & Q&A on County Office Building Projects
   Mike Kluber to talk about the projects, the process for determining costs of the projects, projected timelines and to answer committee questions.

Report from meeting
Mike Kluber went over their firm’s years of service to Kendall County, the Master agreement between his firm and Kendall County, which included terms and conditions and fees that were negotiated with Jeff Wilkins and Jim Smiley and approved by the Kendall County Board. Chairman Koukol asked for comments from all committee members. Member Cullick asked why this process has been different than any other project she had worked on with the Kluber firm while at the school district. Lynn said the process they had used seemed to work very well. The process included setting a budget, put together bid packages, get them back and review them and made changes if needed to keep the project within the budget. Member Cullick said in her experience with Kluber’s firm the school board never had to question the process or completing the project. Lynn said Kluber’s projects were always on time and budget. Mr. Kluber recommended for Kendall County to decide on an Architectural/Engineering firm. Then set a dollar per square foot for the budget, after initial assumptions are done then work with us to finalize the preliminary design. Mike also said an existing conditions analysis needs to be done and also go over with us what is found. Mr. Kluber said bidding conditions are favorable currently. Mike finished with saying the design could be done on a particular manufacturer like Trane but also allow other vendors to bid the main system and controls if that is what we want the A/E firm to do. Ultimately we will need to decide what we need to do versus what we want to do in Mike’s opinion. Vice-chair Gilmour asked Mike if he was saying that he could not give a price unless he did all of the analysis.
2) Kluber Cost Presentation & Q&A on County Office Building Projects

Report from meeting continued

Mike said again that using a dollar per square foot amount is all that should be needed to empower the A/E to do their job. Member Wehrli asked if it is realistic to get a roof on by the end of the year. Mike said that he could not commit to a schedule without doing the analysis. He went on to say there is lot of analysis to be done on the roof structure to support a unit that is twice as bid and three times heavier. Jim Smiley said that Trane had said the unit was larger and was heavier but a lot of weight was planned to come off from the screening and other equipment coming out of the roof. Mr. Wehrli said that he like that Kluber has in house engineers and the quality of the work Kluber’s firm has done in the past. Matt Prochaska said he was fine going ahead with Kluber and that all of his questions had been answered. Chairman Koukol asked Mike if he thought all three projects could be completed for the $800,000.00 we have been talking about. Mike did not really commit one way or the other to the question. Mr. Koukol said that he felt comfortable with Kluber’s firm doing the work also. Dan said that he had supported the Master Agreement with Kluber’s firm and also liked that they have in house engineering staff. Committee members directed Jim to sign the task orders to go ahead with Kluber’s firm. Vice-Chair Gilmour suggested that we also send this to the Finance Committee since Jim Smiley had said that technically funding had not been approved for the project, but a funding source had been identified. Member Gilmour motioned to have this item put on the next Finance Committee and Committee of the Whole meetings. Member Cullick 2nd the motion. All members voted aye via voice vote. Motion approved.

3) COB State of Ill. Mandated Elevator Repair Required by January 2014

- Jim was recently informed that the COB elevator does not meet a State of Illinois regulation that goes into effect on January 1, 2014.
- The requirement is to add mechanical door restrictors to the elevator.
- This restrictor is intended to keep the doors from opening to an empty elevator shaft.
- Our current elevator maintenance provider gave Jim a quote of $1,965.00 to make the required changes to the elevator.

EXECUTIVE SESSION
Not Needed.

ADJOURNMENT

Chairman Koukol asked for a motion to adjourn the meeting. Member Wehrli made a motion to close the meeting at 4:46 p.m. Member Wehrli 2nd the motion. All members voted aye. Meeting adjourned by Chairman Koukol at 4:46 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee met and was called to order at 2:35 p.m. by Vice Chair Judy Gilmour

Committee members present: Amy Cesich, Lynn Cullick, Judy Gilmour, John Purcell (2:50 p.m.)

Committee Members Absent: Elizabeth Flowers

Others Present: Latreese Caldwell, Jill Ferko, Debbie Gillette, Bob Jones, Janet Kaiser, Scott Koster, Stan Laken, Andy Nicoletti, Richard Randall, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the claims report. A motion was made by Lynn Cullick, second to the motion by Amy Cesich to forward the claims in the amount of $905,447.62 to the County Board. With a voice vote of all ayes, the motion carried.

Department Head and Elected Official Comments

Jill Ferko, County Treasurer – Ms. Ferko reported that they in the process of reviewing different options with the County credit card, both in accepting credit card payments and something new for departments using department credit cards due to late payments and finance charges. This would allow for a longer grace period for payment, centralized billing through the Treasurer’s office, possible vendor payment using the credit card and a revenue sharing plan.

Ms. Ferko also reported they are currently processing over 100 sale in errors from the County Tax Sales in her office. She said it shouldn’t have a huge impact on the County as far as property taxes, but applies more to municipalities because of SSA. She said there is a Sale in Error fund in which they typically transfer funds over $100,000 out of at the end of the year, she doesn’t think there will be any money in that fund to transfer over this year.

Debbie Gillette, County Clerk/Recorder – Ms. Gillette reminded the committee that there are two elections next year that will cause an increase in her budget.

Stan Laken, Technology – None
Andy Nicoletti, Assessment Office – Mr. Nicoletti reported we are currently at $15,615,623 of new construction, which is approximately $260,000 more than projected. This number includes five townships of Oswego, Bristol, Na Au Say, Little Rock and Big Grove.

Sheriff Richard Randall and Chief Deputy Scott Koster, Sheriff's Office – None

Rick Spiegelhalter, Facilities Management – None

Jeff Wilkins, Administrative Services – Mr. Wilkins provided history on the Budget hearing scheduling, the number of offices/departments presenting, and the amount of time needed to accommodate each presentation.

Discussion on hearing dates. The committee determined budget hearing dates on August 5th from 1-3:30 p.m.; August 6th from 1-4 p.m.; August 16th and 23rd from 2:00-4:00 p.m.; and August 26 from 1-3:30 p.m. if needed.

Items from Other Committees

- Judicial Legislative Committee: Determine funding source for Courthouse Locker Room Build-out: Mr. Wilkins said the project estimate is $24,100. The committee discussed which fund to use. Lynn Cullick made a motion to use the Courthouse Expansion Fund 97 to pay for this project, amount not to exceed $24,100, second made by Amy Cesich. With all in agreement, the motion carried.

- Facilities Management Committee: Task Order #2013-003 between Kluber Architects & Engineers and the County of Kendall, Illinois for professional services to be rendered at 111 W. Fox Street, Yorkville, in an amount not to exceed $800,000 from the Capital Improvement Fund 4.

Lynn Cullick provided information about this task order, the projected budget, the addition of a generator to the project, and recommendations from the Facilities Committee after a presentation from Kluber Architects & Engineers at their July 2013 meeting. Mike Kluber proved history, details and information on grant dollars that might be available for this project, and said his office will assist the County in searching for grants. Mr. Kluber said the project goal is to deliver plans by early September, with the projected deadline of Spring 2014. Lynn Cullick made a motion to forward this item to the County Board for approval, second by Amy Cesich. With all in agreement, the motion carried.

Other Items of Business

Old Business – None
**Action Items for County Board**

- Approval of claims in the amount of $905,447.62
- Approval to use the Courthouse Expansion Fund 97 to pay for the Courthouse Locker Room Build-out amount not to exceed $24,100
- Approval of Task Order #2013-003 between Kluber Architects & Engineers and the County of Kendall, Illinois for professional services to be rendered at 111 W. Fox Street, Yorkville, in an amount not to exceed $800,000 from Capital Improvement Fund 4

**Executive Session** – None Needed

**Public Comment** – None

**Adjournment** – Lynn Cullick made a motion to adjourn, second by Amy Cesich. With all members voting aye, the meeting adjourned at 3:47 p.m.

The next Finance Committee meeting will be held at 9:30 a.m. on Thursday, July 25th.

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 4:00 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, Leslie Johnson, Mike Kluber, from Kluber Architects and Engineers, Scott Koster, Judge Tim McCann, Sheriff Richard Randall, Nicole Swiss, Eric Weis, Jeff Wilkins, Angela Zubko, James Shaw, RS & H Architecture and Engineering

Items of Business:

Highway Committee:
A) Little Rock Road Roundabout – Mr. Shaw of RS & H Architecture and Engineering provided background information on traffic projections, the need for slower 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. Koukol explained that project discussions have been ongoing for several months with the Highway Committee. Mr. Koukol stated that Bob Hausler, Mayor of Plano attended the July Highway Committee meeting, and was in agreement with the roundabout plan.

Judiciary Legislative Committee:
A) Courthouse Locker Room Expansion – Lynn Cullick provided background information and discussion that occurred at the June Judiciary Legislative Committee meeting. Judge McCann provided further information on the need for the locker room build-out, and the projected cost. Ms. Cullick stated that funding of this project was discussed in detail at the July 11, 2013 Finance Committee meeting.

B) Courthouse Build-outs – Lynn Cullick reported that the Judiciary Legislative Committee toured the second floor space with Judge McCann at the June 2013 committee meeting. Judge McCann explained the need for the expansion by 2015 due to the District 23 split from Kane County, the necessity for additional judges in Kendall County, and the mandated future addition of an associate judge based on the last census in 2010. Judge
McCann stated that the Courthouse building was originally designed for the addition of second floor courtrooms. McCann stated that he doesn't anticipate the need for further expansion of courtroom space, or appointment of additional judgeship until 2022. Discussion on the cost of expanding to one or two courtrooms, the need for additional plumbing, operation, court security, clerk support, and the design of each courtroom as fully multi-functional.

C) HB 183 Concealed Carry Act - Signage for County Buildings – Chairman Shaw asked Judge McCann to provide information regarding HB 183 and the necessity for signage in County Buildings and/or on County property

McCann stated that legislation has now been changed to include direction regarding the issues of signage and the enforceability of the act. Eric Weis suggested displaying signs indicating that it is unlawful to carry weapons in all County buildings, until there is further direction provided. After a voice vote of all committee members, the Board agreed that temporary signage should be installed at all locations. The State’s Attorney’s office will provide the verbiage that will be used at the Courthouse.

D) Noise Ordinance Review and Recommendation – Lynn Cullick briefed the committee on the proposed Noise Ordinance. Eric Weis reviewed the suggested changes that were made after discussion at the June 2013 Judiciary Legislative Committee meeting.

David Berault informed the committee on his research, how he compiled information and what municipality information he used in creating the County ordinance.

Facilities Management Committee:

A) Task Order #2013-003 between Kluber Architects + Engineers and the County of Kendall, Illinois for professional services to be rendered at 111 Fox Street, Yorkville in an amount not to exceed $800,000 – Dan Koukol gave background information on what the project would entail. John Purcell informed the committee about the discussion that occurred at the July 11, 2013 Finance Committee meeting. The Finance Committee will make a recommendation to approve Task Order #2013-003 at the July 16, 2013 County Board meeting.

Planning, Building and Zoning Committee:

B) Petition 12-03: Amendment to the Kendall County Land Cash Ordinance – Angela Zubko presented the background information, suggested changes and the annual review.

Finance Committee:
A) 5 year Capital Plan Submittals – John Purcell reviewed an overview of the requests, including building expansions, salaries, equipment, software, technology, and furniture submitted by Elected Officials and Department Heads for Fiscal year 2014.

Old Business – None

New Business - None

Public Comment - None

Review Board Items
- Approval of Intergovernmental Agreement for the Installation of a Roundabout at the Intersection of Little Rock Road, Creek Road and Abe Street in Plano, Illinois

Executive Session – None Needed

Adjournment
Dan Koukol moved to adjourn the Committee of the Whole meeting, the motion was seconded by Matthew Prochaska. There being no objection, the Committee of the Whole, at 6:08p.m. adjourned.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant