1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
   A. Approve Resolution in Regard to the Surrender of a Class D Liquor License Reducing the Total Licenses Available and to Subsequently Amend the Ordinance Regulating the Retail Sale of Alcoholic Liquors for Unincorporated Kendall County
   B. Approve the Amendment of Ordinance Regulating the Retail Sale of Alcoholic Liquors for Unincorporated Kendall County to increase the Class D licenses from the current maximum to a maximum of 2 Class D licenses
11. New Business
   A. Approval of Amended Job Description for Technology Director
12. Elected Officials Report and Other Department Reports
    A. Sheriff
    B. County Clerk
    C. Treasurer
    D. Clerk of the Court
    E. State’s Attorney
    F. Coroner
    G. Health Department
    H. Supervisor of Assessments
13. Standing Committee Reports
    A. Planning, Building & Zoning
    B. Public Safety
       1. Approval of the Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Service of Writs, Civil Process, Execute/Acknowledge Real Estate Deed of Sale and Evictions
    C. Administration – HR
    D. Highway
       1. Approve Engineering Agreement between Kendall County and Hampton, Lenzini and Renwick in the amount of $31,162.90 for professional services related to intersection improvement at Orchard Road & Galena Road; to be taken from Transportation Sales Tax Fund
       2. Approve Intergovernmental Agreement between Kendall County and City of Yorkville for the disbursement of $5,000 of KC-TAP Funds for sidewalk improvements along Route 47
    E. Facilities
       1. Motion to rescind the June 2, 2015 award of lowest responsible bidder to Constellation New Energy, Inc. for providing electric supply services to Kendall County due to the failure to negotiate and produce an agreed upon contract
       2. Approve the lowest responsible bidder of Constellation Energy Services, Inc. to provide electric supply services to Kendall County for 36 months at a price not to exceed 6.8 cents per kWh
    F. Economic Development
    G. Finance
       1. Approve Claims in an amount not to exceed $ 512,093.68
       2. Approve Grand Juror claims in an amount not to exceed $1,725.00
    H. Labor and Grievance
    I. Committee of the Whole
    J. Standing Committee Minutes Approval
14. Special Committee Reports
    A. Public Building Commission
    B. VAC
15. Other Business

16. Chairman’s Report

**Appointments**

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

**Announcements**

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

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
Co Board 6/16/2015
Nothing herein shall be construed to apply said general prevailing rate of wages as herein ascertained to any work or employment except public works of Kendall County, Illinois to the extent required by the aforesaid Act.

SECTION 3

The Kendall County Clerk shall publicly post or keep available for inspection by any interested party in the Office of the Kendall County Clerk this determination of such prevailing rate of wage.

SECTION 4

The Kendall County Clerk shall mail a copy of this determination to any employer, and to any association of employers and to any person or association of employees who have filed, or file their names and addresses, requesting copies of any determination stating the particular rates and the particular class of workers whose wages will be affected by such rates.

SECTION 5

The Kendall County Clerk shall promptly file a certified copy of this Ordinance with the Department of Labor of the State of Illinois.

SECTION 6

The Kendall County Clerk shall cause notice to be published in a newspaper of general circulation within the area that the determination of prevailing wages has been made. Said notice shall conform substantially to the notice attached hereto. Such publication shall constitute notice that this is the determination of the Kendall County Board and is effective.

PASSES this 16th day of June, 2015.

By: John A. Shaw, County Board Chair

Attest: Debbie Gillette, County Clerk and Recorder

Electric Aggregation Supply

Member Davidson made a motion to approve the lowest responsible bidder to provide municipal electric aggregation supply for 24 months at a price not to exceed 6.9 cents per kWh. Member Cullick seconded the motion.

Chris Childress from Progressive Energy Group presented the bid results, the lowest responsible bidder is Dynegy for two years; year 1 – 6.617 cents and year 2 – 6.242 two year average of 6.429 cents. All customers will have a right to leave at any time.

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

A complete copy of IGAM 15-17 is available in the Office of the Kendall County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Federal Marshals Office Agreement

Member Davidson made a motion to authorize the County Sheriff to enter into an Intergovernmental Agreement with the United State’s Marshal’s Office to provide housing for federal inmates. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County Clerk

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue 5/1/15-5/31/15</th>
<th>Revenue 5/1/14-5/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>722.00</td>
<td>676.00</td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>620.00</td>
<td>1,380.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>-</td>
<td>-</td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,072.00</td>
<td>1,448.00</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>24,070.00</td>
<td>23,093.00</td>
</tr>
</tbody>
</table>
Resolution to fix voting precincts

Member Purcell made a motion to approve the resolution to fix voting precincts and districts and places of election in the township of Fox, County of Kendall, State of Illinois. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

A complete copy of Resolution 15-30 is available in the Office of the Kendall County Clerk.

Treasurer

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR SIX MONTHS ENDED 05/31/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$269,749</td>
<td>72.91%</td>
<td>$254,009</td>
<td>69.59%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,160,757</td>
<td>48.57%</td>
<td>$1,130,304</td>
<td>46.90%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$267,853</td>
<td>59.52%</td>
<td>$225,375</td>
<td>57.06%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$452,052</td>
<td>54.79%</td>
<td>$433,887</td>
<td>48.21%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$168,046</td>
<td>46.94%</td>
<td>$152,634</td>
<td>33.77%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$480,927</td>
<td>50.62%</td>
<td>$466,853</td>
<td>42.44%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$240,918</td>
<td>48.18%</td>
<td>$235,287</td>
<td>45.25%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$26,527</td>
<td>48.23%</td>
<td>$25,716</td>
<td>64.29%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$8,551</td>
<td>28.50%</td>
<td>$7,767</td>
<td>22.19%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$553,646</td>
<td>49.68%</td>
<td>$576,834</td>
<td>51.87%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,342,808</td>
<td>52.15%</td>
<td>$1,245,559</td>
<td>50.63%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$157,022</td>
<td>62.81%</td>
<td>$139,499</td>
<td>42.27%</td>
</tr>
</tbody>
</table>
Correction Dept. Board & Care $900,000 $389,720 43.30% $436,540 51.36%
Sheriff Fees $575,000 $166,838 29.02% $237,711 36.57%

**TOTALS** $11,342,336 $5,685,415 50.13% $5,567,973 47.92%

Public Safety Sales Tax $4,300,000 $2,369,609 55.11% $2,197,719 51.11%
Transportation Sales Tax $4,300,000 $2,369,609 55.11% $2,183,313 50.77%

*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%

Jill Ferko, County Treasurer submitted the 6 month report to the County Clerk. They are working on the second distribution.

**State’s Attorney**

State’s Attorney, Eric Weis informed the board that June 15, 2015 was Elder Abuse Awareness Day; this is one of the things they work with the steering committee on. This is a topic that is probably the most under reported and unrecognized awareness provision. State’s Attorney Weis recognized the attorneys working in the civil division – Leslie Johnson, David Berault and Anne Knight. Mr. Weis stated that Rob Leinen Day is Thursday.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2015 Statistics</th>
<th>Stats for Same Period in 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths…..</td>
<td>131</td>
<td>Total Deaths…..</td>
</tr>
<tr>
<td>Autopsies to Date…………….</td>
<td>11</td>
<td>Autopsies….</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>14</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits….</td>
<td>77</td>
<td>Cremation Permits…</td>
</tr>
</tbody>
</table>

**Coroner’s Office Personnel Update:**

* Deputy Purcell presented for IVCC Health Occupations AM & PM Class on May 4.
* Deputy Purcell presented for Operation Impact at Oswego High School on May 5.
* Deputy Purcell presented at the STEAM Expo at Yorkville High School for ‘Careers in Science’ on May 14.
* Deputy Purcell provided morgue tours for IVCC Health Careers II and Sports Medicine on May 27.
* Deputy Purcell presented at Operation Parent Impact at Yorkville High School on May 28.

<table>
<thead>
<tr>
<th>KENDALL COUNTY CORONER SEMI-ANNUAL REPORT FY 2015</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>FY 2015</strong></td>
</tr>
<tr>
<td>TOTAL DEATHS…….</td>
</tr>
<tr>
<td>NATURAL………</td>
</tr>
<tr>
<td>ACCIDENT………</td>
</tr>
<tr>
<td>VEHICLE/MOTORCYCLE</td>
</tr>
<tr>
<td>DRUGS/ALCOHOL</td>
</tr>
<tr>
<td>OTHER</td>
</tr>
<tr>
<td>SUICIDE…..</td>
</tr>
<tr>
<td>HOMICIDE………..</td>
</tr>
<tr>
<td>Category</td>
</tr>
<tr>
<td>--------------------------------</td>
</tr>
<tr>
<td>UNDETERMINED</td>
</tr>
<tr>
<td>TOTAL AUTOPIES</td>
</tr>
<tr>
<td>TOTAL TOXICOLOGY</td>
</tr>
<tr>
<td>Cremations</td>
</tr>
<tr>
<td>Coroner's Inquests</td>
</tr>
<tr>
<td>Coroner Presentations</td>
</tr>
<tr>
<td>General Fund Revenue Generated by the Coroner's Office</td>
</tr>
<tr>
<td>Revenue Generated for Coroner's Office Use</td>
</tr>
<tr>
<td>Grant Monies Received</td>
</tr>
</tbody>
</table>

Coroner Toftoy stated that the budget is doing well.

Health Department

Dr. Tokars presented the community themes & strengths assessment ethnographic informed interview findings.

Supervisor of Assessments

Andy Nicoletti, Supervisor of Assessments stated that they will be sending out renewals for disabled persons and disabled veterans for exemptions.

**STANDING COMMITTEE REPORTS**

Planning, Building & Zoning

Special Use 4819 Route 52 Minooka

Member Gryder made a motion to approve petition 15-08; approval of a special use at 4819 Route 52 Minooka to operate a fall festival, corn maze, bakery, farm market and similar activities. Member Davidson seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 15-11 is available in the Office of the Kendall County Clerk.

Ordinance to amend Section 3.02 of the Zoning Ordinance

Member Gilmour made a motion to approve petition 14-37; Approval of an ordinance to amend section 3.02 of the Kendall County Zoning Ordinance to clarify definitions and regulation of landscape businesses. Member Cullick seconded the motion.

Members discussed that the change was in the definition of a landscape business, lawn care business and home occupation.

Chairman Shaw asked for a roll call on the motion. Members voting aye include Cullick, Flowers, Gilmour and Shaw. Members voting nay include Davidson, Koukol, Prochaska and Purcell. **Motion failed 4-4.**
Public Safety

Member Prochaska stated that the minutes from the June 8, 2015 meeting are in the packet.

Administration – HR

Onsite Biometric Health Screenings

Member Cullick made a motion to approve the onsite biometric health screenings. Member Purcell seconded the motion.

Members discussed the charges to the county – for less than 25% of participants there would not be a charge for the HMO, for 25 – 50% of the participants for HMO there would be a $75.00 fee and if greater than 50% of the participants HMO there would be a $100.00 fee. There is no charge for PPO participants.

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

Update return of KAT super medium vehicles

County Administrator, Jeff Wilkins stated that nothing has changed since the report at the Committee of the Whole meeting. If the vehicles were returned at the end of the month there would be a $6,000.00 charge but then the county would save $9,000.00, we would not be obligated to pay the rest of the lease.

Memorial Garden Project

Plans for the garden will be reviewed at the next meet administration / HR meeting.

Highway

Sale 1-ton dump truck

Member Koukol made a motion to approve the sale of 1-ton dump truck to Fox Road District for $16,000 and deposit the funds into the County Highway Fund. Member Purcell seconded the motion.

Member Koukol explained that the county is getting more money from the Fox Road District then we would have got trading it in.

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

Receipt of compliance reviews by IDOT

Member Koukol acknowledged receipt of compliance reviews by IDOT for County Motor Fuel Taxes from 01-01-12 to 12-31-14, Township Motor Fuel Taxes from 01-01-12 to 12-31-14, and Township Bridge Program Funds from 01-01-12 to 12-31-14.

Facilities

One year extension Groot Industries, Inc.

Member Davidson made a motion to approve a one year extension of the waste and recycling agreement dated June 20, 2012 between the County of Kendall and Groot Industries, Inc. from July 31, 2015 to July 30, 2016 in the amount of $877.53 per month. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Economic Development

Member Koukol stated that they did not have any action items. The job fair is June 19th. There are two loans that they are working on, waiting for the title work to be completed.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount of $1,929,496.12. Member Cullick seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $39,673.51, B&Z $815.00, CO CLK & RCDR $105.16, ELECTION $155.00, SHRFF $24,019.10, CRRCRTNS $7,944.95, MERIT $1,618.00, EMA $1,011.26, CRCT CT CLK $560.23, JURY COMM $428.35, CRCT CT JDG $3,807.37, CMB CRT SRV $5,932.39, PUB DFNR $142.00, ST ATTY $6,556.03, SPRV OF ASSMNT
Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**VAC CLAIMS**

Member Purcell moved to approve the claims submitted in the amount of $1,186.05. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**New World Software Maintenance Agreement**

Member Purcell made a motion to approve the renewal of the New World Software Maintenance Agreement with New World Systems Corporation from July 1, 2015 to June 30, 2020. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Davidson. **Motion carried 7-1.**

A complete copy of IGAM 15-18 is available in the Office of the Kendall County Clerk.

**Intergovernmental Agreement with Village of Oswego**

Member Purcell made a motion to approve the renewal of the Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the Village of Oswego, on behalf of the Oswego Police Department, regarding the New World Computer System. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 15-19 is available in the Office of the Kendall County Clerk.

**Intergovernmental Agreement with United City of Yorkville**

Member Purcell made a motion to approve the renewal of the Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the United City of Yorkville, on behalf of the Yorkville Police Department, regarding the New World Computer System. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 15-20 is available in the Office of the Kendall County Clerk.

**Intergovernmental Agreement with City of Plano**

Member Purcell made a motion to approve the renewal of the Intergovernmental Agreement between the County of Kendall, on behalf of the Sheriff’s Office, and the City of Plano, on behalf of the Plano Police Department, regarding the New World Computer System. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 15-21 is available in the Office of the Kendall County Clerk.

Member Purcell stated that they discussed next year’s budget.

**Labor & Grievance**

Member Flowers stated that they did not have a meeting.

**Committee of the Whole**

Chairman Shaw gave a brief summary of the meeting.

**STANDING COMMITTEE MINUTES APPROVAL**

Member Prochaska moved to approve all of the Standing Committee Minutes and Reports. Member Cullick seconded the motion. Chairman Shaw asked for a voice vote on the motion. **Motion carried.**

**SPECIAL COMMITTEE REPORTS**

**Public Building Commission**
No report.

VAC
No report.

Historic Preservation
No report.

Board of Health
No report.

Juvenile Justice
Member Gilmour reported that the council will meet July 17, 2015.

River Valley Workforce Investment Board
Member Koukol reported that they met on June 10, 2015. DeKalb County received $1,011,803.00, Kendall County got $689,206 and Kane County got $3,269,500.26.

708 Mental Health
Member Gilmour reported that on June 3rd they heard the grant presentations from 15 different agencies. Ms. Gilmour reminded the board that the funding comes from an annual tax levied by the Kendall County Board. Agencies eligible to receive 708 funds are not for profit organizations which provide programs or services for Kendall County residents in the areas of mental health, developmental disabilities, and/or substance abuse as established by section 501(c) 3 of the Community Mental Health Act.

CHAIRMAN’S REPORT

CMAP Letter
Chairman Shaw stated the letter was regarding the freight program. County Engineer Fran Klaas spoke about the truck permitting program.

Member Flowers was excused at 10:30am.

Update Larry Nelson vs. Eric Weis
State’s Attorney Eric Weis informed the board that the next scheduled court date is on July 29, 2015. They are waiting for the court to appoint an attorney. Letters have gone out to all 101 State’s Attorney’s Offices to see if any are available.

Appointments
Member Purcell moved to approve the appointments of Dr. Justin Kwak, Richard Healy and David Stewart. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Dr. Justin Kwak – Board of Health – 3 year term – Expires June 2018
Richard Healy – River Valley Workforce Investment Board – 2 year term – Expires September 2017
David Stewart – Farmland Protection (replacing Jessie Hafenrichter) – Term ends December 2016

Member Davidson moved to approve the appointment of Robyn Ingemunson effective July 1, 2015 to November 30, 2016. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol. Motion carried 6-1.

Robyn Ingemunson (Republican) – Interim Clerk of the Circuit Court

EXECUTIVE SESSION
There was not a need for executive session.

OTHER BUSINESS
Member Davidson reminded members of the Salute to Veterans dinner on June 19, 2015.

QUESTIONS FROM THE PRESS

Steve Lord from the Beacon News asked about the Fox Township precinct split, the actual numbers on the split.

ADJOURNMENT

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

Approved and submitted this 19th day of June, 2015.

Respectfully submitted by,

Debbie Gillette,
Kendall County Clerk
State of Illinois
County of Kendall

RESOLUTION 2015-_____

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

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

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

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

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

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

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

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

WHEREAS, pursuant to Article V, Section 1 of the Ordinance, the Kendall County Board seeks to once again increase the amount of Class “D” liquor licenses to a maximum of two (2) at this time.
NOW, THEREFORE, BE IT RESOLVED BY THE COUNTY BOARD OF THE COUNTY OF KENDALL, STATE OF ILLINOIS, AS FOLLOWS:

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

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

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

APPROVED: ________________________
                 John A. Shaw, County Board Chairman

ATTEST: ___________________________
         Debbie Gillette, County Clerk
ORDINANCE NO. 2015-—
AMENDING ORDINANCE NO. 99-34

AN ORDINANCE REGULATING THE RETAIL SALE OF ALCOHOLIC LIQUORS OUTSIDE THE CORPORATE LIMITS OF ANY CITY, VILLAGE OR INCORPORATED TOWN IN KENDALL COUNTY, ILLINOIS

To the end that the health, safety and welfare of the People of Kendall County shall be protected and temperance in the consumption of alcoholic liquors shall be fostered and promoted by sound and careful control and regulation of the sale of alcoholic liquor in Kendall County:

BE IT RESOLVED by the Kendall County Board, State of Illinois that hereafter the sale, keeping for sale, or offering for sale of alcoholic liquors in all of the territory which lies outside of the corporate limits of any City, Village or Town and lying within the corporate limits of said Kendall County, Illinois shall be subject to the following regulations:

ARTICLE I

Section 1: Whenever reference is herein made to the "State Law" it shall mean and refer to an Act of the General Assembly of the State of Illinois, entitle "Liquor Control Act of 1934", approved January 31, 1934, as amended.

Section 2: Unless the context otherwise required all other words and phrases used herein shall have the same meaning as the same or similar words or phrases defined and used in said Act entitled, "Liquor Control Act of 1934", approved January 31, 1934, as amended.

ARTICLE II

LICENSES REQUIRED

Section 1: No person shall sell, furnish, deliver, solicit or receive orders for, keep or expose for sale at retail, or keep with intent to sell, or furnish any alcoholic liquor for beverage purposes for sale at retail in any of the territory lying outside of the corporate limits of any City, Village or Town lying within the corporate limits of said County of Kendall, State of Illinois without first having a valid license issued by the Liquor Control Commissioner of Kendall County, as hereinafter provided and a valid license issued by the Illinois Liquor Control Commissioner.

ARTICLE III

LICENSE CLASSIFICATION

Section 1: The classification of licenses authorized to be issued under this Ordinance shall be as follows:
a) Class “A” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises and retail sales of alcoholic liquors by original package for consumption off the premises.

b) Class “B” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises, and the retail sale of package beer only to members of the licensee. Class “B” licenses shall be issued only to Clubs as defined in “Liquor Control Act of 1934”, approved January 31st, 1934, as amended, and as provided in this Ordinance, as amended.

c) Class “C” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor by original package for consumption off the premises.

d) Class “D” License which shall authorize the retail sale, on the premises specified, of beer and wine by original package for consumption off the premises.

e) Class “E” License which shall authorize the retail sale, on the premises specified, of all kinds of legalized alcoholic liquor for consumption on the premises requiring service, thereof, at tables in conjunction with the primary function of serving food to the public in said premises.

f) Class “F” License which shall authorize the retail sale, on the premises specified, of beer and wine for consumption on the premises, requiring service, thereof, at the tables in conjunction with the primary function of serving food to the public in said premises.

g) Class “G” Licenses which authorize the retail sales on the premises specified of beer and wine only for a limited time, which shall be identified on the license as valid for either 24, 48, or 72 hours by such not for profit corporations or organizations which provide adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the application.

2. Internal Revenue reports or such other information as requested by the Commissioner to verify the not for profit status of the corporation of organization.

Such licenses when issued shall be issued within 7 days of its authorized commencement date, and shall automatically expire 24-48-72 hours thereafter as noted on the license. A not for profit corporation or organization shall not receive more than four (4) Class “G” licenses during a 12 month period. For purposes of this subsection, the 12 month period shall begin on January 1 and end on December 31 of each calendar year. (Amended 5/18/2010)

Applicants for a Class “G” License must file the application for said license no less than 30 days prior to the anticipated effective date of said license. Despite the provisions of

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this Ordinance, no public hearing shall be required prior to the issuance of a Class “G”
License.

h) Class “H” Licenses which authorize the retail sale, on the premises specified, of beer
and wine only for consumption on the premises and retail sales of beer and wine only by
original package for consumption off the premises.

i) Class “I” Licenses which shall authorize the retail sale of alcoholic liquor within the
County by a “caterer” as defined in the Liquor Control Act of 1934 as amended on the
premises owned by the Kendall County Forest Preserve District commonly known as
“Ellis House” and the “Meadowhawk Lodge” for consumption within 250 feet of the
“Ellis House” and the “Meadowhawk Lodge” buildings owned by the Forest Preserve
District during times when food is dispensed for consumption within 250 feet of the
building from which food is dispensed and only as an incidental part of food service that
serves prepared meals, which excludes the serving of snacks as the primary meal for
private and public functions. Liquor shall not be served nor shall it be consumed inside
horse stables of these Forest Preserve District properties. Licensee shall provide proof of
general and liquor liability insurance which shall name the Kendall County Forest
Preserve District as an additional insured. Sale of alcoholic liquor to the licensee shall
only be made at the registered office of the licensee. A Class “I” License shall authorize
the holder to engage in the retail sale of alcoholic liquor as described above at both the
“Ellis House” and the “Meadowhawk Lodge” without the need to apply for separate
licenses.

All those already holding a Class “I” license at the time of the enactment of this 2012
revision shall automatically have the right to utilize the license at both the “Ellis House”
and the “Meadowhawk Lodge”, in the same manner as if they were obtaining the license
after the revision date. Further, All Class “I” licenses currently held at the time of the
2012 revision shall expire at the current expiration date displayed on such licenses and
thereafter have to be renewed as set forth in this Ordinance.

j) Class “J” Licenses which authorize the retail sales on the premises specified of beer
and wine only by such not for profit corporations or organizations which provide
adequate proof to the Commissioner of the following:

1. Continuous existence in the community for a period of 5 years preceding the
   application.

2. Internal Revenue reports or such other information as requested by the
   Commissioner to verify the not for profit status of the corporation of organization.

Such license shall limit the number of days beer and wine may be sold on the premises to
75 calendar days each calendar year. For purposes of this subsection, the calendar year
shall begin on January 1 and end on December 31 of that same year. The Licensee shall
submit a list of each day the liquor license was used and nature of event to the Liquor
Control Commissioner 30 days after the end of the calendar year.

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k) Class “K” License which shall authorize the retail sale, on the premises specified, of all kinds of alcoholic liquor for Craft Brewers/Craft Distillers, when such liquor has been manufactured on the premises, for consumption on the premises and shall authorize the retail sale of all kinds of alcoholic liquor, when such liquor has been manufactured on the premises, for consumption off the premises. Class "K" licensees may conduct limited beer and liquor tasting activities on the premises.

A Craft Distiller under this license shall be allowed to manufacture of up to 15,000 gallons of spirits by distillation per year and a Craft Brewer may only manufacture up to 465,000 gallons of beer per year. These amounts may be increased/reduced pursuant to amendment of the State Liquor Control Act of 1934.

The Class “K” License does not permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been purchased at wholesale nor does the Class “K” License permit the retail sale, either for consumption on the premises or off the premises, of any alcoholic liquor that has been manufactured off the premises.

Section 2: All licenses shall be signed by the Liquor Control Commissioner of Kendall County, and shall thereon the class or classification for which issued, and shall state thereon the name of the licensee, the address and description of the premises for which granted, together with the date of issuance and expiration thereof. Every renewed license shall be in all respects identical with the original or first license.

Section 3: A retailer’s license shall allow the licensee to sell and offer for sale at retail, on the premises specified in such license, alcoholic liquor for use or consumption, but not for resale.

Section 4: All licenses issued hereunder are limited in use to the premises specified in said licenses and upon cessation in possession thereof, by the licensee, said license shall immediately be rendered null and void.

ARTICLE IV
LICENSE FEES

Section 1: The annual license fees for each of the classes of licenses authorized by this Ordinance to be issued are hereby fixed in the following amounts:

<table>
<thead>
<tr>
<th>Class</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Class “A”</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Class “B”</td>
<td>$300.00</td>
</tr>
<tr>
<td>Class “C”</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Class “D”</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Class “E”</td>
<td>$2,000.00</td>
</tr>
<tr>
<td>Class “F”</td>
<td>$1,300.00</td>
</tr>
<tr>
<td>Class “G”</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

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Section 2: Unless otherwise provided herein, all licenses issued hereunder shall be valid for a period of one (1) year from the date of issuance. No refunds shall be made for cancelled or surrendered licenses, nor shall any license issued hereunder be transferred, except as provided by the provisions of this Ordinance, or the Liquor Control Act of 1934, as amended.

Section 3: On application for a license hereunder, the applicant shall deposit with the Liquor Control Commissioner of Kendall County at the time he submits his application for a license hereunder, the fee as is in this Ordinance provided. This shall be by certified check, bank draft or money order made payable to the Liquor Control Commissioner of Kendall County.

ARTICLE V
NUMBER OF LICENSES

Section 1: At the date of the adoption of this Ordinance, the maximum number of licenses for retail sale of alcoholic beverage is as follows:

Class “A” - 6  Class “F” - 0  Class “K” - 1
Class “B” - 3  Class “G” - No more than 4 during a 12 month period per qualified organization as outlined in Art. III Sec. 1(g).
Class “C” - 2  Class “H” - 0
Class “D” - 2  Class “I” - 10
Class “E” - 0  Class “J” - 1

In the event any license issued hereunder is surrendered, for any reason whatsoever, the maximum number of licenses authorized in that class is accordingly reduced by the number of licenses surrendered. No further licenses may be issued until action of the Kendall County Board appropriately increases the maximum number allowed.

ARTICLE VI
APPLICATION FOR LICENSES AND RENEWALS

Section 1: Forms of application for a license under this Ordinance shall be furnished by the Liquor Control Commissioner of Kendall County, and applicants for a license under this Ordinance shall secure the necessary forms from said Liquor Control Commissioner and such application or applications shall be in writing and under oath and shall be filed with the Liquor Control Commissioner of Kendall County and shall contain the following information, viz:
a) The names, date of birth, and address of residence of the applicant or any agent or manager who conducts the business in the case of an individual; in the case of a partnership, the names of all partners together with their ages and addresses; and in the case of a corporation or club, the corporate name, the date of incorporation, place of incorporation, the object for which the corporation was organized, the names and addresses of the officers and directors thereof; the name, age and address of any officer, manager, director or any stockholder of said corporation owning more than 5% of the stock in the said corporation and the exact percentage of stock so owned.

b) The citizenship of the applicant or any agent or manager who conducts the business, his place of birth and if naturalized citizen, the time and place of his naturalization.

c) The location and description of the place of business where the applicant intends to conduct his business which shall include the legal description and mailing address thereof.

d) Statement whether applicant or any agent or manager who conducts the business has made similar application for a similar other license on premises other than that described in his application and the disposition of such application.

e) A statement whether applicant or any agent or manager who conducts the business has made any other application for liquor license in any other County in the State of Illinois, and if so, the disposition of such application.

f) A statement whether a previous license by any state or subdivision thereof or by the Federal Government has been revoked and if so the reason therefore.

g) A statement that the applicant or any agent or manager who conducts the business will not violate any of the laws of the State of Illinois or of the United States or of the laws or regulations set forth in this Ordinance in the conduct of his business.

h) A statement that he has not received or borrowed money or anything of value and that he will not receive or borrow money or anything of value other than merchandising credit in the ordinary course of business for a period not to exceed thirty days as expressly permitted under 235 ILCS 5/6-5, directly or indirectly from any manufacturer, importing distributor or distributors, representatives of any such manufacturer, importing distributor or distributors nor to be a party in any way, directly or indirectly, to any violation by a manufacturer, distributor or importing distributor as set forth in 235 ILCS 5/6-5.

i) If such application is made on behalf of a partnership, firm, association, club or corporation then the same shall be signed and sworn to be at least two members of such partnership or the President and Secretary of any such corporation. In the event that the applicant seeks a Class “B”, “G” or “I” license, the applicant shall provide, at the time of application for the original license and any renewal thereof, written current verification the tax-exempt status of the applicant, a copy of the applicant’s application for tax exempt status filed with the Internal Revenue Service, and the most recently filed tax.
return filed by the applicant. An applicant for a Class "B", "G", or "J" license which is itself not a tax-exempt organization may still qualify for a Class "B", "G", or "J" license if it proves, to the reasonable satisfaction of the Kendall County Liquor Commissioner, that the applicant is wholly owned by a tax-exempt organization which meets the qualifications for a Class "B", "G" or "J" license.

j) A statement that said applicant or any co-partner, except in the case of a club or corporation, is a resident of the County of Kendall stating the date the applicant acquired residence in the County of Kendall.

k) A statement as to whether or not the applicant, or in the event that the applicant is a partnership or corporation, any entity in which the applicant currently or previously held a 5% or more interest, has any unpaid fines in any court of the State of Illinois, for any violation of any law.

l) A statement that the applicant, or any agent or any manager who conducts the business is qualified to receive a license under the laws of the State of Illinois and that he will not violate nor permit any of his employees to violate any of the laws of the State of Illinois or of the United States or of this Ordinance in the conduct of his business and shall also state the name and address of the agent or manager in charge of any licensed premises if there be one.

m) A statement whether or not the proposed place of business is with 100 feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives, or children or any military or naval station.

n) A statement as to whether or not the proposed location is within one-half mile of the territorial limits of any city, village or incorporated town in Kendall County.

o) If applicant does not own the premises for which a license is sought he shall exhibit a true copy of the lease for said premises for the full period for which the license is to be issued. Applicant shall also submit with his application the type of bond he proposed to furnish as is hereinafter required if granted a license.

p) A statement that no law enforcing public official, mayor, alderman, member of a city council or commission, president of a village board of trustees, or president or member of a county board has any interest in any way, directly or indirectly, in the operation of the business for which the license is sought.

q) A statement that the applicant is the beneficial owner of the business to be operated by the license.

r) A statement that the applicant, any partner, if a co-partnership, any officer, manager, director or shareholder, owning 5% or more of the stock in said corporation, has not:

1. Been convicted of:

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a) a felony under any State or Federal laws:

b) keeping a house of ill fame:

c) pandering or other crime or misdemeanor opposed to decency and morality;

d) violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, subsequent to Jan. 31, 1934 or has forfeited his bond to appear in court to answer for any such violation;

e) gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal code of 1961, as amended.

2. had a license issued under the Dram Shop Act revoked for cause;

3. been issued a federal gaming device stamp or a federal wagering stamp by the Federal Government for the current tax period.

s) Statement that the premises in which the license is to be used has not had a federal gaming device stamp or a federal wagering stamp issued for the current tax period.

t) Statement if the applicant is a corporation, that no officer, manager, director of stockholder owning more than 20% of the stock in the corporation has been issued a federal gaming stamp or a federal wagering stamp for the current tax period.

u) In the event that any of the information required to be provided pursuant to this Article should change during the duration of the said license, the Licensee shall notify the Commissioner of such change as soon as practicable, but in any event no later than 72 hours after the said change takes effect.

v) In the event that the premises for which the license is proposed to be issued is licensed by any state or local health department, proof of said valid license and current health inspection results shall be provided at the time of application. In the event that said licensure by the local or state health department should lapse or terminate for any reason, the licensee shall immediately notify the Commissioner of the same, and in no event shall said notice be delayed for more than 24 hours.

Section 2: All applications to the Liquor Control Commission shall be filed in duplicate in the Office of Administrative Services of Kendall County, Illinois and shall be accompanied by the full amount of the license fee required to be paid for the class of license applied for. All checks or money orders shall be made payable to the Liquor Control Commissioner of Kendall County, Illinois.

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Section 3: At the time of the filing of any application for a license under this Ordinance, except Class “G” Licenses, the applicant shall file a Notice of Intent to Seek Liquor License, on a form to be provided to the applicant by the Commissioner, which Notice shall be published, in a paper of general circulation in Kendall County, at least once, and which Notice shall contain the date, time and location of the public hearing required prior to the issuance of said license. Said publication shall take place no less than 7, or more than 15 days prior to the date of the scheduled public hearing required by the terms of this Ordinance. Said publication cost shall be paid by the applicant.

Section 4: Every renewal license shall be in all respects identical with the original or first license and applications for renewal licenses shall be made in the same manner except that a statement shall be endorsed on the face of the renewal application that such application is for renewal and the hearing process shall be excused upon such renewal application. (amended May, 2006) Submittal of renewal applications must be received in the office of Administrative Services no less than 30 days prior to the expiration of the license. Failure to meet submittal deadlines could result in a lapse of liquor license, failure to renew the liquor license and/or a fine pursuant to statute.

Section 5: Prior to the determination to grant or deny the issuance of any new license, or the determination as to whether to permit the transfer of a license to a different location, except Class “G” Licenses, a public hearing shall be held by the Commissioner, at a date, time and location as identified by the Commissioner. Public notice of said hearing shall be given by means of the publication required in Section 3 herein. The applicant shall also give notice of said public hearing by mailing a copy of said Notice to the owners of all property located within 250 feet of the subject premises, which notice shall be mailed certified mail, return receipt requested. At the time of said hearing, the applicant shall provide proof of the mailing of said notices to the Commissioner, as well as a listing of all persons so notified. For the purposes of this paragraph, the mailing of a notice to the individual receiving the current real estate tax bill, as shown by the records of the Kendall County Supervisor of Assessments shall constitute notice to the “owner” of each premises.

Section 6: The Liquor Control Commissioner of Kendall County shall grant or refuse to grant the application within forty-five days after the required public hearing has been held, and all required documentation has been received by the Commissioner, including any required background or fingerprint checks. The costs of any required background check, including fingerprint checks, shall be paid by the applicant.

Section 7: All original or renewal applications for liquor licenses shall be accompanied with proof of completion of a state certified beverage alcohol sellers and servers education and training (BASSET) program for all personas who sell or serve alcoholic liquor, all management personnel working on the premises, and anyone whose job description entails the checking of identification for the purchase of alcoholic liquor, pursuant to that license. Class “G”, “I” or “J” licensees must have a BASSET trained person on the premises during an event. Class “G” or “I” licensees must provide the
name and proof of BASSET training for that person when applying for a Class “G” or “I” license.

Section 8: A “state certified BASSET program” shall be defined as a BASSET program licensed by the State of Illinois Liquor Commission as required by 235 ILCS 5/3-12(11.1). All licensed BASSET providers shall be required to have on file all licenses and certificates to prove current qualifications and provide a certificate of course completion and a card to participants as proof of completion. A photocopy of certificates of completion for all owners, managers, employees, or agents required to have BASSET training shall be maintained on the premises in a manner that will allow inspection, upon demand, by any designee of both the State of Illinois or County of Kendall.

Section 9: Any new owner, manager, employee or agent requiring BASSET training, shall within ninety (90) days from the beginning of their employment with that licensee, complete an Illinois Liquor Control Commission BASSET approved seller/server training program and shall until completion of the BASSET program work under the supervision of a person who has completed BASSET training.

ARTICLE VII
LICENSE PROHIBITIONS

Section 1: No license under this Ordinance shall be issued to:

a) a person who is not a resident of the County of Kendall;

b) a person who is not a good character and reputation in the community in which he resides;

c) a person who is not a citizen of the United States;

d) a person who has been convicted of a felony under any Federal or State law, unless the State Liquor Control Commission, after investigation, determines that said applicant has been sufficiently rehabilitated to warrant public trusts;

e) a person who has been convicted of being the keeper of, or is keeping a house of ill fame;

f) a person who has been convicted of pandering or other crime or misdemeanor opposed to decency or morality;

ge) a person who license issued under this Ordinance, or any prior similar Ordinance of Kendall County, has been revoked for cause;

h) a person who at the time of application for renewal of a license issued hereunder would not be eligible for such license upon a first application;

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i) a partnership, unless all of the members of such partnership shall be qualified to obtain a license, except that only one of the partners shall be required to meet the residency requirement imposed by this ordinance;

j) a corporation, of any officer, manager or director thereof, or any stockholder or stockholders owning in the aggregate more than five (5%) percent of the stock of such corporation would not be eligible to receive a license hereunder for any reason other than citizenship and residence with the County of Kendall;

k) a corporation, unless it is incorporated in Illinois, or unless it is a foreign corporation which is qualified under the Illinois Business Corporation Act to transact business in Illinois;

l) a person who has been convicted of a violation of any Federal or State law concerning the manufacture, possession or sale of alcoholic liquor, or shall have forfeited his bond to appear in court to answer charges for any such violation;

m) a person who does not beneficially own the premises for which a license is sought or does not have a lease thereon for the full period for which the license is to be issued;

n) any law enforcing public official, any mayor, alderman or member of a city council or commission, any president of the village board of trustees, any member of a village board of trustees of any presiding officer or member of a County Board; and no such official shall be interested in any way either directly or indirectly in the manufacture, sale or distribution of alcoholic liquor, pursuant to any license issued under this Ordinance;

o) any person who is not a beneficial owner of the business to be operated by the licensee;

p) any person to who a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;

q) a co-partnership to which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period or if any of the partners have been issued a Federal gaming device stamp or Federal wagering stamp by the Government for the Current tax period;

r) a corporation, if any officer or manager or director thereof or any stockholder owning on the aggregate more than twenty (20) percent of the stock of such corporation has been issued a Federal gaming device stamp or a Federal wagering stamp;

s) any premises for which a Federal gaming device stamp or a Federal wagering stamp has been issued by the Federal Government for the current tax period;
t) any person who has not furnished a bond as is required by this Ordinance;

u) a person who has been convicted of a gambling offense as prescribed by any subsection of Section 28 of the Illinois Criminal Code of 1961.

Section 2: No license shall be issued for the sale at retail of any alcoholic liquor within one hundred (100) feet of any church, school (other than an institution of higher learning), hospital, home for aged or indigent persons or for veterans, their wives or children, or any military or naval station; provided, that this prohibition shall not apply to the renewal of a license for the sale at retail of alcoholic liquor on the premises within one hundred (100) feet of any church where such church has been established within such a one hundred (100) feet since the issuance of the original license.

Section 3: No license shall be issued to any person for the sale at retail of any alcoholic liquor at any store or other place of business where the majority of customers are minors of school age, or where the principal business transacted consists of school books, school supplies, food and drinks for such minors.

ARTICLE VIII
BOND AND INSURANCE REQUIREMENTS

Section 1: Every licensee hereunder shall furnish a bond to the County of Kendall executed by such licensee and by good and sufficient corporate surety to be approved by the Local Liquor Control Commissioner, which bond shall be in the same amount as the License Fee imposed for the issuance of said license as identified in Article IV herein, and conditioned that the licensee shall faithfully observe and conform to the State law and to all of the provisions of this Ordinance and any and all amendments hereafter passed during the period of said license, and conditioned further for the payment of any and all fines or penalties levied or assessed against such licensee for the violation of any of the terms and conditions of this Ordinance and of any amendments thereto or of the State law and shall be further conditioned that the licensee will pay all the necessary costs and charges incurred by reason of any complaint filed for the revocation of a license herein by the Local Liquor Control Commissioner or by anyone person entitle to file such complaints before the Local Liquor Control Commissioner, as provided for in this Ordinance where the same is occasioned by any violation under the terms and provisions of this Ordinance or of the State law by said licensee, and no license shall be issued by the Local Liquor Control Commissioner until such bond has been fully executed by the principal and surety or sureties and duly approved by such Local Liquor Control Commissioner. The amount of bond required for a Class “G”, “I” or “J” License shall be a minimum of $500.00.

Section 2: No license shall issue, nor be renewed, to any applicant unable to furnish evidence of dram shop liability insurance, in the form of a certificate of insurance, issued by an insurance company that is authorized to do business in the State of Illinois, insuring
the applicant, and the owner or lessor of the premises in at least the amount of $500,000 per occurrence.

ARTICLE IX
HOURS OF PROHIBITED SALE

Section 1: No licensee hereunder, with the exception of Class A licensees and Class B licensees, shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o’clock A.M. and Six o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Saturday of every week.

b) One o’clock A.M. and Ten o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

Section 2: No Class A licensee or Class B licensee shall sell or offer for sale at retail any alcoholic liquor or furnish or give away or allow or permit the same to be consumed on the licensed premises or any other premises under the control directly or indirectly of the licensee during the following hours:

a) One o’clock A.M. and Six o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every day from Monday to Friday of every week.

b) Two o’clock A.M. and Six o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Saturday.

c) Two o’clock A.M. and Ten o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every Sunday.

d) Two o’clock A.M. and Six o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, on each and every holiday of Memorial Day, Fourth of July, Labor Day, Thanksgiving, and New Year’s Day. If the Fourth of July or New Year’s Day occur on a Sunday in any given calendar year, the hours of prohibited sale shall be between Two o’clock A.M. and Ten o’clock A.M. Central Standard Time, or Central Daylight Time, whichever is applicable at the particular time of year, for that particular occurrence.

Section 3: The local Liquor Control Commissioner may on special occasions extend the time during which a licensee may remain open. Said extensions shall be at the sole discretion of the local Commissioner.

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ARTICLE X
GENERAL REGULATIONS

Section 1: It shall be unlawful for licensee hereunder to directly or indirectly receive any financial aid or assistance or to receive as a loan or lease of otherwise any furnishing, fixture, or equipment on the premises of a place of business from any manufacturer, distributor or importing distributor of alcoholic liquors and it shall be equally unlawful for any such licensee to allow any manufacturer, distributor or importing distributor or alcoholic liquors, directly or indirectly, to be interested in the ownership, conduct or operation of the business of any licensee under this Ordinance, and it shall be, also equally unlawful for any licensee hereunder to permit or allow any manufacturer, distributor or importing distributor to be interested directly or indirectly or as owner or part owner of said premises described in the license or as lessee or lessor thereof.

Section 2: It shall be unlawful for any licensee hereunder to allow or permit any person engaged in the business of manufacturing importing or distributing alcoholic liquors to pay for or advance, furnish, or lend money, directly or indirectly, for the payment of such license.

Section 3: It is unlawful for any person including but not limited to any licensee or any associate, member, representative, agent, or employee of such licensee to sell, give, deliver or serve any alcoholic beverage to any person under the age of 21 years or to any intoxicated person or to any person known to be a spendthrift, insane, mentally ill, mentally deficient or a habitual drunkard.

Section 4: It shall be unlawful for any person under the age of 21 years to purchase, accept or procure or to attempt to purchase accept or procure any alcoholic beverage from any liquor dealer or from any other person.

Section 5: It shall be unlawful for any person to order, to purchase or in any manner to obtain any alcoholic beverage for another person under the age of 21 years. It shall be illegal for any person to sell, give or deliver any alcoholic liquor to another person under the age of 21 years. It shall be illegal for any person to directly or indirectly have any alcoholic beverage sold, given or delivered to another person less than 21 years of age or to permit the sale, gift or delivery of any alcoholic beverage to another person less than 21 years of age.

Section 6: It shall be unlawful for any person to who the sale, gift, delivery or service of any alcoholic liquor is prohibited because of age to consume or to possess in any manner, including by consumption, any such alcoholic liquor, except as otherwise provided by law. The violation referred to in this Section which relates to the possession of alcohol after it has been consumed may be identified as the “Illegal Possession of Alcohol by Consumption” or by the number of the Chapter and Section of this Ordinance. This violation may be proven by evidence which indicates that the breath of the person charged with such offense has a smell associated generally or specifically with any alcoholic liquor and no additional evidence relating thereto shall be necessary to find the

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Defendant to be in violation of this Ordinance. It shall not be necessary to show that the person charged with an offense hereunder was at the time in question under the influence of any alcoholic liquor in any manner, but such evidence shall be admissible to prove a violation of this Ordinance.

The possession and dispensing or consumption by a person under the age of 21 years of an alcoholic beverage in the performance of a religious service or ceremony or the consumption of alcoholic liquor by a person under the age of 21 years under the direct supervision and direct approval of the parents or parent of such person in the privacy of a home is not prohibited by the Ordinance, and this provision shall be considered only as a defense for which the burden of proving that it applies to and was reasonably relied upon in a particular case shall be on the person charged with an offense under this Section.

Section 7: It shall be unlawful for any intoxicated persons or any person under the age of 21 years to be or remain in any premises which are licensed hereunder except that any person under the age of 21 years may be or remain on the premises:

1) If accompanied by his or her parents(s) or legally appointed guardian; or

2) If more than 50% of the gross business income received therein results from the sale of services or commodities other than alcoholic liquor; or

3) If legally employed by the license holder of the premises and if the person is actively performing his/her duties as a legal employee at the time in question. Employees of the licensee under age 21 shall not draw, mix, pour, nor sell alcoholic beverages, but may carry and deliver said beverages to the patron for consumption.

4) If the premises has a Class “G”, “I”, or “J” license pursuant to this ordinance.

Section 8: The Defendant/Respondent in any court or administrative hearing shall have the burden of proving as a defense that subparagraphs (1), (2), or (3) of the preceding Section 7 apply to the case and the prosecutor shall have no responsibility to prove that any of said exceptions do not apply herein.

Section 9: If a licensee or any officer, associate member, representative, agent or employee of such licensee believes or has any reason whatsoever to suspect or believe that the sale, gift, delivery or service to a prospective recipient of any alcoholic liquor is prohibited by this Ordinance because of the age of such person, he/she shall demand written evidence, and may not rely on oral evidence, of the prospective recipient’s age and identity before making such sale, gift, delivery or service.

Any person from whom such written evidence is demanded shall forthwith display his/her motor vehicle operator’s license, federal selective service card, federal armed
forces identification card or other written and photographic evidence of age and identity issued by a public officer in the performance of his official duties.

If any person fails to present such written evidence, he/she shall be considered to be an under age person who is not entitled to any such alcoholic liquor. However, if such written and photographic evidence of age and identity is produced and shows the prospective recipient to be of the age required to purchase such alcoholic liquor and if such a sale, gift, delivery or service of alcoholic liquor is made in reasonable reliance thereon, the licensee and his representatives shall not be subject to the penalty provision of this Ordinance.

The burden of proving that a demand of written and photographic evidence of the age and identity was made, that such written and photographic evidence was shown, the content of the written photographic evidence presented, and the reasonableness of the reliance thereon shall be on the person charged with an offense under this Ordinance.

Section 10: It shall be unlawful for any person whomsoever to present or offer to any licensee or to any officer, associate, member, representative, agent, or employee of a licensee or to any other person any written, printed or photo static evidence or his/her age and identity or that of any other person which is false or fraudulent, for the purpose of ordering, purchasing, attempting to purchase, or otherwise procuring or attempting to procure any alcoholic liquor of any kind or description in violation of this Ordinance, or to have in his/her possession any false or fraudulent written, printed or photo static evidence of age and identity.

Section 11: No person shall sell or furnish alcoholic liquor at retail to any person on credit, or order on a store, or in exchange for any goods, wares or merchandise, or in payment for any services rendered, provided, that nothing herein contained shall be construed to prevent any club receiving a license under this Ordinance, from permitting checks or statement for alcoholic liquor to be signed by members or bona fide guests of members and charged to the account of such members or guests in accordance with the by-laws of said club; and provided further, that nothing herein contained shall be construed to prevent any hotel from permitting checks or statement for liquor to be signed by regular guests residing at said hotel and charged to the accounts of said guests.

Section 12: It shall be unlawful for any licensee to sell, offer for sale or furnish any alcoholic liquor to any person or persons or patron or patrons in what is generally know as curb service. Free dispensing of alcoholic liquor by any licensee is hereby prohibited and unlawful.

Section 13: It shall be unlawful to keep open for business or to admit the public or patrons or customers or persons to any premises licensed under this Ordinance for the retail sale of alcoholic liquor during the hours within which sale of such liquor is prohibited, or to permit or allow person, patrons, or customers to remain in or about the licensed premises during the hours designated within which the sale and consumption of alcoholic liquors is prohibited on the licensed premises; provided however, that

Amended July 21, 2015
restaurants, clubs, drug stores and hotels may keep their places of business open, subject only to the provisions that no sale at retail of alcoholic liquors or the consumption by patrons or customers or by the public of alcoholic liquors shall be permitted or allowed on said licensed premises during the hours prohibited.

Section 14: Whenever any licensee hereunder shall sell or otherwise dispose of the business conducted on the licensed premises, said licensee shall, within 5 days thereafter, cause a notice in writing of such fact to be delivered to the Local Liquor Control Commissioner of said Kendall County. Said statement shall contain full information concerning the same, including the date of such sale or disposal of said business and the name of the purchaser, if any. Upon the occurrence of any of the foregoing the license issued hereunder shall be surrendered to the Liquor Control Commissioner, providing that the Liquor Control Commissioner in his discretion may permit the licensee to maintain said license upon the following circumstances, viz: remodeling, casualty act of God or other business interruption deemed by the Commissioner to be beyond the control of the licensee. The commissioner is further authorized to approve assignment of said license to a qualifying purchaser. Failure on the part of the licensee to comply with the provisions of this shall subject said licensee to a fine of not less than One Hundred Dollars ($100.00) and not more than Five Hundred Dollars ($500.00) or by imprisonment in the County Jail for not less than Thirty (30) days nor more than four (4) months and such penalties as herein provided in this Section shall be in addition to any such penalties mentioned in this Ordinance for violation of any of the terms and provisions thereof.

Section 15: It shall be the duty of every person licensed hereunder to keep complete and accurate records of all sales of liquor, wine or beer, which said records shall be produced by the person holding such a license at the request of the Local Liquor Control Commissioner.

Section 16: All premises and equipment and utensils or paraphernalia used for the retail sales of alcoholic liquor, or for the storage of such liquor for sale purposes, shall be kept in a clean and sanitary condition and shall have running water at any service bar for the purpose of washing and cleaning dishes and glasses and other utensils used in and about the serving of alcoholic liquors; and every licensee hereunder shall install and maintain clean and sanitary toilets or toilet rooms for both sexes and shall keep the licensed premises in full compliance with the State law regulating the conditions of premises used for the storage or sale of food for human consumption. The provisions of this paragraph may be modified by the Commissioner as deemed appropriate by the Commissioner for Class “G” and “J” Licenses.

Section 17: It shall be unlawful to employ in any premises used for the retail sale of alcoholic liquor any person who is afflicted with, or who is a carrier of, any contagious, infectious or venereal disease, and it shall be unlawful for any person who is afflicted with or a carrier of any such disease to work in or about any premises or to engage in any way in the handling, preparation or distribution of such liquor.
Section 18: It shall be unlawful for any licensee hereunder to permit or allow any lewd persons or any prostitutes to remain in and about any licensed premises or to allow or permit any soliciting to prostitution or lewdness, idleness, gaming, gambling, fornication or other misbehavior to be conducted on said licensed premises, or to permit or allow any slot machines or other devices used for gambling purposes, to be or to remain in or on or about the licensed premises, with the exception of those properly licensed locations and video gaming terminals as are allowed pursuant to the Illinois Video Gaming Act (230 ILCS 40/1 et seq.).

Section 19: It shall be unlawful for any licensee to allow person in a drunken condition to remain upon or loiter in and around any licensed premises or to harbor, conceal, aid or assist any person who has committed any criminal offense against the laws of the State of Illinois, or to refuse to aid or assist the law enforcing officers of Kendall County in the apprehension of person accused of or suspected of crime.

Section 20: All places where alcoholic liquor is sold in violation of any of the provisions of this Ordinance shall be taken and held to be and are hereby declared to be common nuisances and may be abated as such.

Section 21: All license fees received by the Local Liquor Control Commission shall be paid over to the County Treasurer and credited to the general fund of the County.

Section 22: It shall be unlawful to permit the following kinds of conduct on the premises:

a) The performance of act, or simulated act of sexual intercourse, masturbation, sodomy, bestiality, oral copulation, flagellation or any sexual acts;

b) The actual or simulated exhibition, touching, caressing or fondling of the breast, buttocks, pubic hair, anus, vulva, or genitals.

Section 23: In the event of the death of the named license holder, said license shall lapse, and be of no further effect. Any license which is not used for a period of sixty (60) consecutive days shall be deemed to have lapsed due to such non-use. Any license which has lapsed as defined by this paragraph will be of no further effect unless written waiver of such lapse is granted by the Commissioner, after a hearing held to evaluate the reason for such lapse.

Section 24: A certified court reporter or certified shorthand reporter shall keep a record of all hearings held under the provisions of this Ordinance. The cost of such court reporter shall be paid by the applicant or licensee who is the subject of the proceeding. Any appeal taken from a decision of the Commissioner pursuant to the terms of this Ordinance shall be reviewed on the record of the hearing at which the decision was rendered as taken by and prepared by the certified court reporter or certified shorthand reporter.

Amended July 21, 2015
Section 25: Any license issued pursuant to this Ordinance shall specifically identify the location of the authorized premises for the license, and such premises shall be sufficiently identified on the license to make such premises readily identifiable.

Section 26: The Kendall County State’s Attorney shall be authorized to prosecute any violations of this Ordinance.

Section 27: No applicant will be entitled to a refund for an unused license for any reason once a license has been issued.

ARTICLE XI
FINES AND PENALTIES

Section 1: Whoever violates any of the provisions of this Ordinance shall, upon conviction, be punished by a fine of not less than One Hundred ($100.00) Dollars, nor more than Five Hundred ($500.00) Dollars or by imprisonment in the County jail for not less for not less than Thirty (30) days nor more than Six (6) months or by both such fine and imprisonment; and a separate offense shall be deemed committed on each day during, or on which, a violation occurs, or continues to occur. In addition to the foregoing, to the extent permitted by the “State Law”, whoever violates the provisions of this Ordinance may be required to pay reasonable reimbursement to Kendall County for the expenses of investigating and prosecuting such violation.

ARTICLE XII
ADMINISTRATION

Section 1: The Chairman of the Kendall County Board shall be the Local Liquor Control Commissioner of said County, and he shall be charged with the administration of this Ordinance. Provided, however, that the authority and jurisdiction of said Local Liquor Control Commissioner shall extend only to that area of Kendall County which lies outside of the corporate limits of the cities, villages and incorporated towns therein, and shall, under no circumstances, extend to any area where the people of any local political subdivision have voted to prohibit the sale of alcoholic liquors in accordance with the terms and provisions of the State law governing the same.

Section 2: Said Local Liquor Control Commissioner of said County may appoint a person or persons to assist him in the exercise of the powers and the performance of the duties herein provided for such Local Liquor Control Commissioner or he may appoint members of the Kendall County Board on a committee to be known as the Local Liquor Control Committee which Committee may assist him in the exercise of the powers and the performance of the duties provided for by this Ordinance.

Section 3: Said Local Liquor Control Commissioner shall have the power to appoint or employ such clerks and other employees as may be necessary to carry out the provisions of this Ordinance, or to perform the duties and exercise the powers conferred by this Ordinance upon the Local Liquor Control Commissioner.

Amended July 21, 2015
Section 4: Said Local Liquor Control Commissioner shall not appoint or employ any clerks or other employees who have been convicted of any violation or any Federal or State law concerning the manufacture or sale of alcoholic liquor prior to or subsequent to the passage of this Ordinance or who has paid a fine or penalty in settlement of any prosecution against him for any violation of such laws, or shall have forfeited his bond to appear in court to answer charges for any such violation, nor shall any person be appointed who has been convicted of a felony.

Section 5: No person shall be appointed to act on said Local Liquor Control Commission who may directly or indirectly, individually or as a member of a partnership, or as a shareholder or a corporation, have any interest, whatsoever, in the manufacture, sale or distribution of alcoholic liquor, nor receive any compensation or profit there from, nor have any interest, whatsoever, in the purchases or sales made by the persons authorized by this Ordinance, or to purchase or to sell alcoholic liquor as provided for in the State law governing the same.

Section 6: The office of the Local Liquor Control Commissioner shall be in the Office of Administrative Services, in the Kendall County Office Building, Yorkville, Illinois or in such other place as the County Board shall designate.

Section 7: The Local Liquor Control Commissioner of said County of Kendall shall keep a record of the proceedings, transactions, communications and official acts of himself and any commission appointed by him, which said books and records shall be kept and maintained in the office of the Liquor Control Commissioner of Kendall County.

Section 8: The Local Liquor Control Commissioner shall be paid the sum of One Thousand Two Hundred ($1200.00) Dollars per annum and mileage as provided by ordinance for county officers. The member or members of any committee or person or persons appointed by the said Commissioner to assist him in the exercise of the powers and performance of the duties herein provided for, shall receive the sum of Twenty Five ($25.00) Dollars, and mileage as aforesaid for each day actually spent in the performance of duties.

Section 9: The Local Liquor Control Commissioner and all clerks and employees of said Local Liquor Control Commissioner shall be reimbursed for any disbursements incurred or made by them in the discharge of their official duties.

Section 10: All charges or expenses or claims or demands incurred either by or against or in behalf of the Local Liquor Control Commissioner by reason of anything or matter in this Ordinance contained, shall be claims against Kendall County, and shall be presented and paid or disallowed in the same manner as other claims against Kendall County are allowed and paid or disallowed.

Amended July 21, 2015
ARTICLE XIII
POWERS OF LOCAL LIQUOR CONTROL COMMISSIONER

Section 1: The Liquor Control Commissioner of Kendall County, Illinois shall have all the powers and authority granted and delegated to Local Liquor Control Commissioners in the “State Law.”

ARTICLE XIV
REVOCATION OR SUSPENSION OF LICENSE, FINES: APPEALS

Section 1: The Liquor Control Commissioner may suspend for not more than thirty days, or may revoke, any liquor license issued by him, or may impose a monetary fine as permitted as provided under Illinois law, if he determines that the licensee has violated any of the provisions of this Ordinance or any of the provisions of the State Law, or of any rule or regulation established by the Illinois State Liquor Control Commission which is not inconsistent with law.

Section 2: All proceedings for revocation or suspension of licenses issued by the Liquor Control Commissioner, and appeals there from shall be in conformance with the applicable provisions of State Law and this Ordinance.

ARTICLE XV
MISCELLANEOUS

Section 1: The articles, provisions and sections of this Ordinance shall be deemed to be separable and the validity of any portion of this Ordinance shall not affect the validity of the remainder.

Section 2: That all Ordinances or parts of Ordinances heretofore passed and adopted by the County Board of the County of Kendall and State of Illinois, relating to the retail sale, keeping the sale, or offering for sale of alcoholic liquors in all of the territory lying outside of the corporate limits of any city, village or town and lying within the corporate limits of said Kendall County, Illinois be, and the same are hereby repealed.

Section 3: This Ordinance, which shall be known as “Rules of the Liquor Control Commission, Kendall County, Illinois,” which comprise and are the rules of the said Liquor Control Commission, or any part thereof may be amended by Ordinance of the Kendall County Board by adoption thereof, at any regular or special meeting of said Board.

Amended July 21, 2015
Section 4: This Ordinance and the regulations contained therein shall be in full force and effect on and after.

Adopted the 19th day of October, 1999, and amended this 21st day of July, 2015.

County Chairman

Attest: 

County Clerk

Adopted: October 19, 1999
Amended:
January, 2004
May 16, 2006
May 18, 2010
March 1, 2011
June 7, 2011
April 17, 2012
December 4, 2012
March 7, 2013
September 2, 2014
February 3, 2015
July 21, 2015
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>6/1/15-6/30/15 Revenue</th>
<th>6/1/14-6/30/14 Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$840.00</td>
<td>$714.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$1,770.00</td>
<td>$2,040.00</td>
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</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$-</td>
<td>$-</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$2,391.00</td>
<td>$1,695.00</td>
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<tr>
<td>County Clerk Fees - Recording</td>
<td>$28,350.00</td>
<td>$25,236.00</td>
<td></td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$33,351.00</td>
<td>$29,685.50</td>
<td></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$26,115.00</td>
<td>$31,802.25</td>
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</tr>
<tr>
<td>Doc Storage</td>
<td>$17,294.00</td>
<td>$15,541.50</td>
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</tr>
<tr>
<td>GIS Mapping</td>
<td>$29,241.00</td>
<td>$26,354.00</td>
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<tr>
<td>GIS Recording</td>
<td>$3,655.00</td>
<td>$3,294.00</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$43.74</td>
<td>$22.57</td>
<td></td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$7,901.45</td>
<td>$4,231.50</td>
<td></td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$15,120.00</td>
<td>$12,861.00</td>
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</tr>
<tr>
<td>CK # 17823</td>
<td>To KC Treasurer</td>
<td>$132,721.19</td>
<td>$123,792.32</td>
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Death Certificate Surcharge sent from Clerk's office $1196.00 ck # 17821
Dom Viol Fund sent from Clerk's office $295.00 ck 17822
# Kendall County General Fund

## Quick Analysis of Major Revenues and Total Expenditures

**For Seven Months Ended 06/30/2015**

### Revenues

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2014 YTD Actual</th>
<th>%</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$269,749</td>
<td>$254,009</td>
<td>72.91%</td>
<td>69.59%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,432,467</td>
<td>$1,374,524</td>
<td>59.94%</td>
<td>57.03%</td>
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<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$315,057</td>
<td>$264,190</td>
<td>70.01%</td>
<td>66.88%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$492,787</td>
<td>$502,574</td>
<td>59.73%</td>
<td>55.84%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$196,530</td>
<td>$179,231</td>
<td>54.90%</td>
<td>39.65%</td>
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<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$480,927</td>
<td>$549,836</td>
<td>50.62%</td>
<td>49.99%</td>
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<tr>
<td>Fines &amp; Forfeits/St Atty.</td>
<td>$500,000</td>
<td>$240,918</td>
<td>$270,304</td>
<td>46.18%</td>
<td>51.98%</td>
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<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$32,665</td>
<td>$35,720</td>
<td>59.75%</td>
<td>89.30%</td>
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<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$9,503</td>
<td>$9,033</td>
<td>31.68%</td>
<td>25.81%</td>
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<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$639,976</td>
<td>$659,606</td>
<td>57.43%</td>
<td>59.31%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,571,334</td>
<td>$1,461,856</td>
<td>61.02%</td>
<td>59.43%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$193,886</td>
<td>$170,342</td>
<td>77.55%</td>
<td>51.62%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$463,180</td>
<td>$498,420</td>
<td>51.46%</td>
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<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$195,775</td>
<td>$278,166</td>
<td>34.05%</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$6,534,953</strong></td>
<td><strong>$6,508,811</strong></td>
<td>57.62%</td>
<td>56.02%</td>
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</table>

### Expenditures

**All General Fund Offices/Categories**

<table>
<thead>
<tr>
<th>Description</th>
<th>2015 YTD Actual</th>
<th>2014 YTD Actual</th>
<th>%</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$2,762,223</td>
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<td>64.24%</td>
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<tr>
<td>Transportation Sales Tax</td>
<td>$2,762,223</td>
<td>$2,554,503</td>
<td>64.24%</td>
<td>59.41%</td>
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</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%*
<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>Monday, June 01, 2015</td>
<td>1506132 *</td>
<td>7:30 PM</td>
<td>Natural</td>
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<td>Y</td>
<td>Residence</td>
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<td>Thursday, June 04, 2015</td>
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<tr>
<td>Saturday, June 06, 2015</td>
<td>1506137 *</td>
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<tr>
<td>Sunday, June 07, 2015</td>
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<td>Suicide</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, June 24, 2015</td>
<td>1506150</td>
<td>1:15 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, June 30, 2015</td>
<td>1506151 *</td>
<td>1:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, June 30, 2015</td>
<td>1506152 *</td>
<td>1:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
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<td>Tuesday, June 30, 2015</td>
<td>1506153 *</td>
<td>8:25 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
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</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours 73% 16:22

Statistics:

<table>
<thead>
<tr>
<th>FY 2015 Statistics</th>
<th>Stats for Same Period in FY 2014</th>
<th>Difference</th>
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</thead>
<tbody>
<tr>
<td>2015 Total Deaths...</td>
<td>153</td>
<td>154</td>
</tr>
<tr>
<td>Autopsies to Date...</td>
<td>13</td>
<td>9</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>17</td>
<td>12</td>
</tr>
<tr>
<td>Cremation Permits...</td>
<td>93</td>
<td>78</td>
</tr>
</tbody>
</table>

Coroner's Office Personnel Update:

* Deputy Purcell provided an Inservice and morgue tour for police interns from the Oswego Police Department and Kendall County Sheriff's Office.

* Deputy Purcell provided Orientation and Inservice for 2 New Hire Deputies from the Kendall County Sheriff's Office.
Call to Order and Pledge Allegiance - Chair Matthew Prochaska called the meeting to order at 8:30 a.m. and led the Pledge of Allegiance.

Committee Members Present: Bob Davidson - yes, Matthew Prochaska - here, Judy Gilmour - here. With three members present, a quorum was established. John Purcell (arrived at 8:34 a.m.).

Committee Members Absent: Scott Gryder (excused)

Others Present: Sheriff Dwight Baird, Undersheriff Harold Martin, Chief Deputy Scott Koster, Commander Joe Gillespie

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

Approval of Minutes – Member Gilmour made a motion to approve the June 8, 2015 meeting minutes, second by Member Davidson. With all in agreement, the motion carried.

Public Comment - None

Ken Com Report – Report as submitted

Coroner’s Report – Report as submitted

EMA Report – Director Gillespie reported:

During the week of June 22-26, 2015, the Kendall County EMA hosted and participated in a variety of training in preparation for the Dresden Drill scheduled for Wednesday, July 29, 2015, which included:

County Emergency Operations Center Training, Emergency Worker Training, Traffic and Access Control Officer, Dosimetry Control Officer, Radiation Basics: “Easing the Fear Factor”, NARS Alerting and Notification, and MGT-416 Continuity of Government

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

➢ **Records Division** – Undersheriff Martin provided statistics for the month of June:

- **Sheriff Sales**: 77 Sales Scheduled, 38 Sales Cancelled, 39 Sales Conducted
- **Papers Served**: 154
- **Replevins**: 01
- **Subpoena/FOIA Requests**: 171
- **Warrants**: 1,767 on file, 181 new warrants issued, 133 warrants served, and 23 warrants quashed
- **Evictions**: 18 scheduled, 7 cancelled and 11 conducted
- **Fees**: $6,787 Civil Process, $21,900 Sheriff Sales, $250 Records/Fingerprinting, and $1,250.41 Bond Processing for a total of $30,187.41 received by the Records Division for the month of June 2015

➢ **Corrections Division** – Undersheriff Martin provided the following statistics for the month of June: 272 new intake bookings, 269 inmates released, and the average daily population was 114.

The Food Service Management Section prepared 9,509 meals at a cost of $0.94 per meal. Total medical billing for June was $14,622.09.

There were 246 Inmate Transports: 182 to/from County courthouse, 0 other County court transports, 37 Out of County prisoner pickups, 4 to I.D.O.C., medical/dental transports, and 22 juvenile transports to/from youth homes/courts.

The Corrections Division housed 60 inmates for other jurisdictions within the month and invoiced $53,460 for their confinement.

➢ **Operations Division** – Chief Deputy Koster reported the following statistics for the month of June:

- **Police Services**: 718 calls for service, 273 police reports, and a total of 140 arrests
- **Traffic Services**: There were 669 traffic contacts, 264 traffic citations issued, 5 DUI arrests, 0 Zero Tolerance
- **Traffic Crash Investigations**: 41 property damage investigations, 4 personal injury accidents, and 0 fatalities for a total of 45 crash investigations.
- **Vehicle Usage**: 62,470 total miles driven, $9,448.64 vehicle maintenance expenditures, $11,652.17 fuel expenditures, and 4,669.12 in fuel gallons purchased.
- **Auxiliary Deputies**: 21 training/meeting hours, 0 ride-a-long hours, 107.75 auxiliary hours for a total of 128.75 auxiliary hours.
Evidence/Property Room: 214 new items into property room, 76 disposal orders processed, 13 items disposed of, 36 DVD/VHS copy requests, 3 items sent to crime lab for processing, and 6 items processed by evidence custodian.

Investigation/COPS Activities: 24 total cases assigned, 23 cases closed, 78 current open cases, 7 sex offender registrations, 15 sex offender registration checks, 1 violent offender against youth, and 16 community policing meetings/presentations.

Human Resources: 0 terminations, 1 resignation, 2.5 new hires

0 New Worker’s Comp

Total KSCO Training Hours – 972:

Corrections Division: 80 hours Sex Crimes Investigation, 36 hours Mutual Ground – Proactive DV Response, 36 hours Edged Weapon Defense, and 16 hours Combat Firearms Instructor Development Course, for a total of 168 hours.

Operations Division: 80 hours School of Police Staff and Command, 60 hours Legal Updates/Case Law, 50 hours K-9 Continuing Education, 8 hours Re-Opening and Solving Cold Cases, 16 hours Autism Trainer, 16 hours Testifying in a DUI Trial, 8 hours Crime Scene: Do Not Cross, 16 hours Homicide Calls: Is the caller the killer?, 16 hours From Crime Scene to Lab, 8 hours School violence, LE Prep and Response, 16 hours Use of Force Report Writing for Supervisors, 16 hours Civil Liability, Review for Illinois Peace Officers, 8 hours Foundational DT Instructor, 8 hours Explosive Recognition: Bomb and Security Planning, 168 hours Mutual Ground 0 Proactive DV Response, 164 hours Edged Weapon Defense, for a total of 658 hours

Court Security: 8 hours Worker’s Compensation Training, 1 hour Emergency Response – Courthouse Employees, for a total of 9 hours

Corrections/Operations/Court Security Combined Training: 104 hours of KSCO SWAT Training

Chief Koster updated the committee on an event that occurred on June 12, 2015 in the Willowbrook Subdivision off of Kendall Road, on the collaboration and cooperation of Kendall County Sheriff’s Office, Kendall County CPAT, the Crime Intervention Team, Yorkville, Montgomery, Sheriff’s Auxiliary officers, the Illinois Search and Rescue Council, and other volunteers. Chief Koster said that within in minutes all four suspects of that event. It turned out to be much larger, with four crime scenes: the home invasion, the abandoned car, the abandoned safe, and weapons abandoned by the suspects in the subdivision near a park in the Montgomery area in some weeds by a pond.

Chief Koster reported on other cases resolved which included embezzlement at the Blackberry Oaks Golf Club (including computer fraud, theft, burglary and forgery), and a number of sex offender registration violation cases.
法院安全处——未署名处长马丁报告了15,637次入院，6,761件物品被X光机检查，61起保释请求，89件违禁品被拒绝，以及22起逮捕案在法院举行。

旧事务

- **安全系统更新** — 副司令乔·吉勒斯皮报告，将在7月16日，2015年，对全体会议的委员会进行四个供应商演示。副司令吉勒斯皮将提交针对供应商演示的评估标准建议至县议会，以便在COW会议前进行。

新事务

- **提议将会议时间更改为5:30p.m. in the 2nd Monday of each month** - 讨论永久更改会议时间至5:30p.m. in the 2nd Monday of each month至县议会，成员普塞尔提出动议，第二由成员吉尔莫。**所有均同意**，动议通过。

- **修正案对费用收取** — 县警长巴伊德说这是一个之前通过的修正案，且研究后发现该内容覆盖了警长办公室的费用。

新事务

- **修正案对费用收取** — 县警长巴伊德说这是一个之前通过的修正案，且研究后发现该内容覆盖了警长办公室的费用。

- **重大委员会成员数量增加至5名** — 县警长巴伊德表示，目前的成员数量为3名，为增加至5名，以形成一个投票，更高效地处理选举和其它问题。成员戴维森提出动议，第二由成员吉尔莫。**所有均同意**，动议通过。

执行会议——无需

公共评论——无
Action Items for County Board

➢ Approval of permanently changing the Public Safety meeting time to 5:30p.m. on the 2nd Monday of each month (August 4th Board agenda)

➢ Approval of the Ordinance Increasing Fees Charged by the Kendall County Sheriff’s Office for the Service of Writs, Civil Process, Execute/Acknowledge Real Estate Deed of Sale and Evictions (July 21 Board agenda)

➢ Approval of the Merit Commission Member Increase from 3 to 5 (August 4th Board agenda)

Adjournment – Member Davidson made a motion, second by Member Gilmour to adjourn the Public Safety Committee meeting at 9:13a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

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

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

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

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

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

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

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

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

1). The above listed recitals are incorporated herein by reference.

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

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

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

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

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

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

John A. Shaw, Kendall County Board Chairperson

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

Debbie Gillette, County Clerk and Recorder
DATE: July 14, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, Judy Gilmour, and Matt Prochaska
STAFF PRESENT: Fran Klaas, Andy Myers, John Burscheid & Ginger Gates
ALSO PRESENT: Mark Mathewson

The committee meeting convened at 4:00 P.M. with roll call of committee members. Gryder & Wehrli absent. Quorum established. Wehrli joined the meeting at 4:02 PM.

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

Motion Prochaska; second Gilmour to approve the Highway Committee minutes from the June 9, 2015 meeting. Motion carried unanimously.

IDOT has recently asked the County whether they could use Newark Road as a signed detour route during reconstruction of several bridges and culverts on U.S. Rte. 52 between Ill. Rte. 71 and County Line Road. The County Engineer was not comfortable telling IDOT that they could use Newark Road without discussing the matter with the Highway Committee. He had concerns about the detour route because it would put about 1500 to 2000 vehicles per day additional traffic on Newark Road, which only has about 1000 vehicles per day on it now. There would also be a lot of truck traffic. Gilmour asked how long the detour route was. Klaas indicated that he thought it was about 10 or 11 miles. Wehrli wondered what the current traffic control conditions were at the ends of Newark Road, and if they wouldn’t also be a safety concern. Klaas stated that it was a 2-way stop on the west end at Rte. 71 and a 1-way T-type intersection at the east end at Rte. 47. The Committee directed the County Engineer to get more information about the proposed detour including how many structures needed to be replaced and exactly how long the detour is proposed to be in place.

Motion Wehrli; second Gilmour to approve an engineering agreement between Kendall County and Hampton, Lenzini and Renwick in the amount of $31,162.90. This agreement would cover the proposed intersection improvement at Galena Road and Orchard Road. Specific improvements call for eastbound dual lefts, westbound lane reconfiguration and traffic signal modifications. Motion to forward the agreement to the County Board was unanimously approved.

Motion Koukol; second Gilmour to approve the intergovernmental agreement between Kendall County and City of Yorkville for the disbursement of $5,000 of KC-TAP Funds for sidewalk improvements along Route 47. Motion to forward the IGA to the County Board was unanimously approved.

Klaas updated the Committee on the current efforts by Crawford, Murphy & Tilly to address the proposed intersection improvements at Little Rock Road and Galena Road. CMT’s analysis, using current traffic counts and CMAP’s projected traffic, indicates that the existing intersection can function as a 4-way stop with level of service “C” even in the 20-year horizon. They did identify deficient horizontal curves on the south leg of the intersection where most of the crashes
have occurred. So the focus of their efforts moving forward will be to flatten the horizontal curves and provide paved shoulders and flatter ditches. This should help address the accident problems at this location.

Motion Gilmour; second Wehrli to go into Executive Session for the purposes of land acquisition. By roll call, motion approved unanimously.

Motion Prochaska; second Gilmour to reconvene to regular session from Executive Session with no action taken. Motion approved unanimously.

Motion Koukol; second Wehrli to forward Highway Department bills for the month of July in the amount of $210,325.98 to the Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:42 P.M.

Respectfully submitted,

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

**ACTION ITEMS**

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

2. Intergovernmental Agreement between Kendall County and City of Yorkville for the disbursement of $5,000 of KC-TAP Funds for sidewalk improvements along Route 47.
June 29, 2015

Francis Klaas, P.E.
County Engineer
Kendall County Highway Department
6780 Route 47
Yorkville, Illinois 60560

Re: Orchard Road at Galena Road
Traffic Signal and Intersection Improvements

Dear Mr. Klaas:

We prepared this letter to serve as the agreement between the Kendall County Highway Department (Client) and Hampton, Lenzini and Renwick, Inc. (Consultant) for Phase II engineering services requested relative to the proposed traffic signal and intersection improvements at Orchard Road and Galena Road.

SCOPE OF SERVICES

The Client and Consultant have agreed to a list of Basic Services the Consultant will provide to the Client, detailed on the appended Scope of Services, labeled as Exhibit A.

If agreed to in writing by the Client and Consultant, Additional Services shall be provided and shall be labeled as Exhibit B and appended hereto.

Services not set forth above as Basic Services and not listed in Exhibit A of this Agreement are specifically excluded from the scope of the Consultant’s services. The Consultant assumes no responsibility to perform any services not specifically listed in Exhibit A.

All of the above services are to be performed in conformance with the requirements of the Kendall County Highway Department.

All of the above services shall be completed by December 31, 2015.

RESPONSIBILITIES OF CLIENT

It is the Consultant’s understanding that the Client will provide the following assistance, information, and related materials relative to the above-described project:

- As-built intersection plans

Information Provided by Others

The Client shall furnish, at the Client’s expense, all information, requirements, reports, data, surveys, and instructions required by this Agreement. The Consultant may use such information, requirements, reports, data, surveys, and instructions in performing its services and is entitled to rely upon the accuracy and completeness thereof.
COMPENSATION

Billing Terms

For our services we will be compensated at the following hourly rates which will be considered payment in full to Hampton, Lenzini and Renwick, Inc. for actual employee time utilized to provide the required services, said rates include overhead and burden costs plus profit. Other out-of-pocket expenses will be reimbursed at our actual cost and are anticipated to include property title documents and vehicle expenses. The Consultant will provide anticipated direct costs to the Client for approval before incurring the expense.

<table>
<thead>
<tr>
<th>Employee Classification</th>
<th>2015 Hourly Rate</th>
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<tbody>
<tr>
<td>Principal</td>
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<tr>
<td>Engineer 6</td>
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<tr>
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These rates will remain in effect through December 31, 2015, and all services detailed on Exhibit A shall be completed by December 31, 2015.

For direct out-of-pocket expenses, we will be reimbursed at our actual cost of the item.

At this time, we estimate the cost of our services will not exceed $31,162.90. Any additional services required beyond those set forth above will be charged at the rates stated above and be considered an addition to the not-to-exceed cost. Any costs incurred above the not-to-exceed cost of $31,162.90 must be pre-approved by the Client.

Invoices shall be submitted by the Consultant on a monthly basis, are due upon presentation and payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.).

Payment Terms

If the Client fails to make payment to the Consultant in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by the Consultant.
If the Client objects to any portion of an invoice, the Client shall so notify the Consultant in writing within ten (10) calendar days of receipt of the invoice. The Client shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement.

GENERAL TERMS AND CONDITIONS

Assignment
Neither party to this Agreement shall transfer, sublet, or assign any rights under or interest in this agreement without the prior written consent of the other party.

Authorized Representatives
The Client and Consultant hereby designate their authorized representatives to act on their behalf with respect to the services and responsibilities under this agreement. The following designated representatives are authorized to receive notices, transmit information, and make decisions regarding the Project on behalf of their respective parties.

For the Client:
- Name: Francis Klaas, P.E.
- Title: County Engineer
- Address: 6780 South Route 47
  Yorkville, IL 60560
- Office Phone: (630) 553-9583
- E-mail: fklaas@co.kendall.il.us

For the Consultant:
- Name: Amy McSwane, P.E., PTOE
- Title: Principal in Charge
- Address: 380 Shepard Drive
  Elgin, IL 60123
- Office Phone: (847) 697-6700
- Cell Phone: (847) 624-4992
- E-mail: amcswayne@hlreng.com

- Name: Randal Newkirk, P.E.
- Title: Project Manager
- Address: 380 Shepard Drive
  Elgin, IL 60123
- Office Phone: (847) 697-6700
- Cell Phone: (847) 363-1927
- E-mail: mnewkirk@hlreng.com

Certification
Consultant certifies that Consultant, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
Changed Conditions
If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to the Consultant or the Client are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks, or other material terms of this Agreement, the Consultant or the Client may call for renegotiation of appropriate portions of this Agreement. The Consultant shall notify the Client of the changed conditions necessitating renegotiation, and the Consultant and the Client shall promptly and in good faith enter into renegotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement, in accordance with the Termination provision hereof.

Consequential Damages
Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the Client nor the Consultant, their respective officers, directors, partners, employees, contractors, or sub-consultants shall be liable to the other or shall make any claim for any incidental, indirect, or consequential damages arising out of or connected in any way to the Project or to this Agreement. This mutual waiver of consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation, or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract, and breach of strict or implied warranty. Both the Client and the Consultant shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.

Defects In Service
The Client shall promptly report to the Consultant any defects or suspected defects in the Consultant’s services of which the Client becomes aware, so that the Consultant may take measures to minimize the consequences of such a defect. The Client further agrees to impose a similar notification requirement on all contractors in its Client/Contractor contract and shall require all subcontracts at any level to contain a like requirement. Failure by the Client and the Client’s contractors or subcontractors to notify the Consultant shall relieve the Consultant of the costs of remediying the defects above the sum such remedy would have cost had prompt notification been given when such defects were first discovered.

Delays
The parties agree that neither party shall be responsible to the other for damages arising directly or indirectly from any delays for causes beyond the control of the parties. For purposes of this Agreement, such causes include, but are not limited to, severe weather disruptions or other natural disasters; fires, riots, war, or acts of God; failure of any government agency or utility to act in timely manner; or discovery of any hazardous substances.

In addition, if the delays resulting from any such causes increase the cost or time required by the Consultant to perform its services in an orderly and efficient manner, the Consultant shall be entitled to an equitable adjustment in schedule and/or compensation, provided the equitable adjustment is pre-approved in writing by the parties.

Drug-Free Workplace.
Consultant and its employees, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug-Free Workplace Act, 30 ILCS 580/1 et seq.
Entire Agreement
This Agreement, comprising pages 1 through 8, and Exhibit A, is the entire Agreement between the Client and the Consultant. It supersedes all prior communications, understandings, and agreements, whether oral or written. Amendments to this Agreement must be in writing and signed by both the Client and the Consultant.

Governing Law and Jurisdiction
The Client and the Consultant agree that this Agreement and any legal actions concerning its validity, interpretation, and performance shall be governed by the laws of the State of Illinois.

It is further agreed that any legal action between the Client and the Consultant arising out of this Agreement or the performance of the services shall be brought in a court of competent jurisdiction in the County of Kendall, Illinois.

Illinois Prevailing Wage Act.
"Consultant acknowledges that all construction work to be performed by the Consultant and its subcontractors under this Agreement will be subject to the Illinois Prevailing Wage Act, 820 ILCS 130/1 et seq. ("Prevailing Wage Act"). Consultant agrees to fully comply with all applicable requirements of the Prevailing Wage Act, and Consultant agrees to notify all contractors and subcontractors that said construction work performed pursuant to this Agreement shall be subject to the Prevailing Wage Act. In the event that Consultant fails to comply with the notice requirements set forth in this Paragraph, Consultant shall be solely responsible for any and all penalties, fines and liabilities incurred for contractors' and/or subcontractors' violations of the Prevailing Wage Act."

Indemnification
The Consultant agrees, to the fullest extent permitted by law, to indemnify and hold harmless the Client; its officers, directors, and employees (collectively, Client) against all damages, liabilities, or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the Consultant's negligent performance of professional services under this Agreement and that of its sub-consultants or anyone for whom the Consultant is legally liable. Pursuant to Illinois law, 55 ILCS 5/3-9005, any attorney representing the Client, under this paragraph, must first be approved by the Kendall County State's Attorney and appointed a Special Assistant State's Attorney, as provided in 55 ILCS 5/3-9005. The Client's participation in its defense shall not remove Consultant's duty to indemnify, defend, and hold the Client harmless, as set forth above.

Neither the Client nor the Consultant shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

Independent Contractor
It is understood and agreed that Consultant is an independent contractor and is not an employee of, partner of, agent of, or in a joint venture with Client. Consultant understands and agrees that Consultant is solely responsible for paying all wages, benefits and any other compensation due and owing to Consultant's officers, employees, and agents for the performance of services set forth in the Agreement. Consultant further understands and agrees that Consultant is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Consultant's officers, employees and/or agents who perform services as set forth in the Agreement. Consultant also agrees that Client is not responsible for providing any insurance coverage for the benefit of Consultant, Consultant's officers, employees, sub-consultants and agents. Consultant hereby agrees to defend with counsel of Client's own choosing, indemnify and
waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees), and/or costs from Client, its board members, officials, employees, insurers, and agents for any alleged injuries that Consultant, its officers, employees and/or agents may sustain while performing services under the Agreement.

**Insurance**

Consultant will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Client. Before starting work hereunder, Consultant shall deposit with Client certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability Insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each accident, (c) Comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit, (d) Comprehensive excess liability insurance with a combined minimum single limit of $5,000,000 for each occurrence, with a minimum $5,000,000 aggregate (e) Professional liability insurance in the minimum amount of $1,000,000 combined single limit. Kendall County shall be named as an Additional Insured on a Primary and Non-contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County shall be designated as the certificate holder.

**Non-Discrimination**

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

**Notice of Delay**

If the Consultant becomes aware of delays due to time allowances for review and approval being exceeded, delay by the Contractor, the Client, the Client's consultants, or any other cause beyond the control of the Consultant, which will result in the schedule for performance of the Consultant's services not being met, the Consultant shall promptly notify the Client. If the Client becomes aware of any delays or other causes that will affect the Consultant's schedule, the Client shall promptly notify the Consultant. In either event, the Consultant's schedule for performance of its services shall be equitably adjusted.

**Right of Entry**

The Client shall provide for the Consultant's right to enter the property owned by the Client and/or others in order for the Consultant to fulfill the Scope of Services included hereunder.

**Severability**

Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of the Agreement shall remain in full force and effect.

**Standard of Care**

In providing services under this Agreement, the Consultant will perform in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.
Suspension of Services
If the Project or the Consultant's services are suspended by the Client for more than thirty (30) calendar days, consecutive or in the aggregate, over the term of this Agreement, the Consultant shall be compensated for all services performed and reimbursable expenses incurred prior to the receipt of notice of suspension.

If the Consultant's services are suspended for more than ninety (90) days, consecutive or in the aggregate, the Consultant may terminate this Agreement upon giving not less than five (5) calendar days' written notice to the Client.

If the Client is in breach of the payment terms or otherwise is in material breach of this Agreement, the Consultant may suspend performance of services upon five (5) calendar days' notice to the Client. The Consultant shall have no liability to the Client, and the Client agrees to make no claim for any delay or damage as a result of such suspension caused by any breach of this Agreement by the Client. Upon receipt of payment in full of all outstanding sums due from the Client, or curing of such other breach which caused the Consultant to suspend services, the Consultant shall resume services and there shall be an equitable adjustment to the remaining project schedule and fees as a result of the suspension.

Termination
In the event of termination of this Agreement by either party, the Client shall pay the Consultant for all services rendered and all reimbursable costs incurred by the Consultant up to the date of termination, in accordance with the payment provisions of this Agreement.

The Client may terminate this Agreement for the Client's convenience and without cause upon giving the Consultant not less than seven (7) calendar days' written notice.

Either party may terminate this Agreement for cause upon giving the other party not less than seven (7) calendar days' written notice for any of the following reasons:

- Substantial failure by the other party to perform in accordance with the terms of this Agreement and through no fault of the terminating party;
- Assignment of this Agreement or transfer of the Project by either party to any other entity without the prior written consent of the other party;
- Suspension of the Project or the Consultant's services by the Client for more than ninety (90) calendar days, consecutive or in the aggregate;
- Material changes in the conditions under which this Agreement was entered into, the Scope of Services or the nature of the Project, and the failure of the parties to reach agreement on the compensation and schedule adjustments necessitated by such changes.

Third-Party Beneficiaries
Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the Client or the Consultant. The Consultant's services under this Agreement are being performed solely for the Client's benefit, and no other party or entity shall have any claim against the Consultant because of this Agreement or the performance or nonperformance of services hereunder. The Client and Consultant agree to require a similar provision in all contracts with contractors, subcontractors, sub-consultants, vendors, and other entities involved in this Project to carry out the intent of this provision.
Unauthorized Changes
In the event the Client, the Client’s contractors or subcontractors, or anyone for whom the Client is legally liable makes or permits to be made any changes to any reports, plans, specifications or other construction documents prepared by the Consultant without obtaining the Consultant’s prior written consent, the Client shall assume full responsibility for the results of such changes. Therefore the Client agrees to waive any claim against the Consultant and to release the Consultant from any liability arising directly or indirectly from such changes.

In addition, the Client agrees to include in any contracts for construction appropriate language that prohibits the Contractor or any subcontractors of any tier from making any changes or modifications to the Consultant’s construction documents without the prior written approval of the Consultant and that further requires the Contractor to indemnify both the Consultant and the Client from any liability or cost arising from such changes made without such proper authorization.

Waiver of Liens
Upon completion of the project and as a condition prior to payment in full, Consultant shall obtain and tender to Client a final waiver of lien for all consultants, contractors, subcontractors, sub-subcontractors, and suppliers who Consultant retained to perform work on and/or supplied materials for the services set forth in this Agreement.

If this agreement meets with the County’s approval, please have the proper County officials sign and date same where indicated below and return one (1) copy for our file. If you have questions on any of the above, please call me at our Elgin office.

Yours truly,

HAMPTON, LENZINI AND RENWICK, INC.

By: ____________________________

David H. Hinkston, P.L.S.
President/C.E.O.

Enclosure

ACCEPTANCE

The terms and conditions of this letter agreement are hereby accepted by Kendall County for Phase II Engineering services set forth above.

By ____________________________ ____________________________
County Board Chairman Date

ATTEST:

By ____________________________
County Clerk
**EXHIBIT A**

Kendall County Highway Department - Orchard Road at Galena Road

Traffic Signal and Intersection Improvements

Phase II Engineering Services

Anticipated Scope of Services

Phase II engineering for design of traffic signal modifications and upgrades, and lane configuration changes/additions at the intersection of Orchard Road and Galena Road. Survey of the existing roadway will be completed. There are no CCDD services included in the scope; it is assumed we can keep all material on site. The plans for this intersection will be integrated with the plans for Orchard Road and Caterpillar Drive.

<table>
<thead>
<tr>
<th>Task Description</th>
<th>E5</th>
<th>E1</th>
<th>T1</th>
<th>S2</th>
<th>A1</th>
<th>Hours</th>
<th>Fee</th>
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<tr>
<td>1. Start-up, Data Collection, Survey</td>
<td></td>
<td></td>
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<td>a. Field inspection of the project site.</td>
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<td>b. Conduct pick-up topographic survey of the project, download data and plot.</td>
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<td>16</td>
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<td>c. Obtain and review existing plans provided by the County.</td>
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<td>d. Utility coordination.</td>
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<td>16</td>
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<td>2. Traffic Signal and Roadway Plans</td>
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<td>a. Project Setup &amp; Initiation</td>
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<td>b. Plot existing plans, profiles, cross sections &amp; TIN</td>
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<td>c. Prepare Cover Sheet, General Notes, SOQ</td>
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<td></td>
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<td>d. Prepare Alignment &amp; Ties, Typical Cross Sections</td>
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<td>h. Traffic signal modification plan, cable plan, and standard details</td>
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<td></td>
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<td>k. Construction Details and Standard Drawings</td>
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<td>l. Coordination for County reviews, plan updates and preparation of submittal packages.</td>
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<td>m. Quantity Calculation with EOPC</td>
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<td>12</td>
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<td>o. Printing, Plotting &amp; Typing</td>
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<td></td>
<td>4</td>
<td></td>
<td>4</td>
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Subtotals Engineering Hours & Fee = 139 | 48 | 82 | 16 | 8  | 287 | $30,999.00 |

Direct Costs:

| Cost | Mileage for 1 trip to Kendall County Highway Department | $33.90 |
|      | Vehicle day for survey vehicle (2 day) | $130.00 |

**TOTAL FEE =** $31,162.80
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 (2015)

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 16, 2014, 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 17, 2015; 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, which is attached to this agreement as Exhibit A and
incorporated by reference, and the referenced Intergovernmental Agreement between Grantee and the Illinois Department of Transportation; 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 an amount not to exceed $5,000.00 in Fiscal Year 2015 (December 1, 2014 to November 30, 2015) to Grantee for the purpose of partially funding construction of the Project;

   b. The final amount of this 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. Requests for extensions shall not be valid if made after the expiration of the above deadlines. 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 and County have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. 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

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

By: ___________________________ By: ___________________________
Chair, Kendall County Board

Date: ________________ Date: ________________

Attest: _____________________________

County Clerk
December 16, 2014

Fran Klaas via email at f klaas@c o.kendall. il.us
Kendall County Engineer

Dear Mr. Klaas,

Please accept this letter as the City of Yorkville’s application to the Kendall County Transportation Alternatives Program. The Illinois Route 47 expansion through downtown Yorkville continues in 2015, and a component of the expansion project involves the creation of over three miles of new sidewalks and trails – forming the backbone of an alternative transportation system through Yorkville. In the 2014 grant program, Yorkville was fortunate to receive approval of our application (attached). Given the unique nature of the program, IDOT has given us a 10-year repayment period, so our financial commitment to the project continues this year. Therefore, Yorkville would respectfully request the Kendall County Board to consider a $5,000 commitment to the multi-use paths and sidewalks in the Route 47 expansion project in 2014 Kendall County Transportation Alternatives Program.

Please contact Bart Olson at bolson@yorkville.il.us, 630-553-8537, or 800 Game Farm Road, Yorkville, IL 60560 if you have any questions about our application. I appreciate the Kendall County Board’s commitment to expanding alternative transportation systems and look forward to hearing their response.

Sincerely,

Gary J. Golinski
Mayor

Cc: Bart Olson, City Administrator

Exhibit A
Facilities Committee Minutes
July 6, 2015

CALL TO ORDER
Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:43 p.m.

1) Roll Call – Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Member Wehrli, & Member Prochaska. Members Koukol & Gilmour had excused absences from the meeting. Enough committee members were present to form a quorum of the committee. County Administrator Wilkins & Facilities Management Director Smiley were also present. Technology Director Laken and Network Administrator Kollins observed from the audience.

2) Approval of the June meeting minutes - Member Wehrli made a motion to approve the June meeting minutes. Member Prochaska 2nd the motion. All members present voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS

1) Natural Gas and Electric Contract Negotiations
   • David Berault and Chris Childress are here to explain the issues with negotiating with the low bidder Constellation Energy.

Report from meeting
David Berault explained his attempts to negotiate a contract with Constellation New Energy, Inc. and then with Constellation Energy Services, Inc., who are both owned by Exelon. Both companies offered the same rates for electricity. Points of contention were conflict of interest language, indemnification language that we cannot provide per IL statute and inclusion of the IL Prompt Payment Act language. The first company did not seem to be familiar with Illinois Law and only agreed to change a couple of items. It was thought different lawyers would handle negotiations for the 2nd company, but it ended up being the same people. For some things they said no to for the 1st company they agreed to for the 2nd company. Member Wehrli asked if there were different types of contracts. Chris Childress of Progressive Energy said yes there are but only one type for the area our contract is associated. Members discussed the Indemnification issue and confirmed with David that terms included IL law. So, the consensus was that the Indemnification issue would sort itself out if it ever came to a court decision. Chairman Davidson asked if there was a motion on this issue. Member Wehrli made a motion to put two motions on the next County Board agenda as follows: 1) “Motion to rescind the June 2, 2015 award of lowest responsible bidder to Constellation New Energy, Inc. for providing electric supply services to Kendall County due to the failure to negotiate and produce an agreed upon contract. 2) Approve the lowest responsible bidder of Constellation Energy Services, Inc. to provide electric supply services to Kendall County for 36 months at a price not to exceed 6.8 cents per kWh.”. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved.

2) COB Security System Improvements
   • No change.

3) K.A.T. Space Needs for Expansion
   • Director Smiley and staff have worked with Paul LaLonde to purchase all of the raw materials needed for the remodeling in each department.
   • Jim will be working on a schedule with Paul to begin working on the improvements.

4) Public Safety Center Generator Transfer Switch Repair
   • The new transfer switch was cutover as planned. The system was tested and was found to be operating properly. Jim had the generator service company out to complete some additional wiring needed for KenCom to be able to monitor whether the system was operating on ComEd power or generator power. Recently Glenn Campos said the insurance company is denying the claim due to the generator service companies report that there seemed to be evidence of prior water leakage into the equipment. They said the failure was due to a buildup of water via condensation in the conduit versus a failure due to flooding. Jim is going to talk to the insurance company to see if the claim can be reconsidered.

5) Mandated Elevator Pit Ladder Replacements
   • Jim has contracted to get the remaining ladders replaced at the Courthouse, Health & Human Services and at the Historic Courthouse.

6) Public Safety Center & Courthouse Security Systems Upgrade
   • We received eight Statements of Interest in the project. Jim Smiley and D.C. Gillespie have put an evaluation form together to help everyone rate the companies’ submitted packages.
   • The evaluations are due to D.C. Gillespie next Tuesday at noon.
OLD BUSINESS/PROJECTS CONTINUED

6) Public Safety Center & Courthouse Security Systems Upgrade Continued
   - The goal is to get the evaluations completed and to sit down with the Sheriff and Command staff to discuss which companies are to be asked to give presentations to the County Board COW meeting on July 16th.

7) Future Projects Discussion
   - Memorial Garden – The HR Administration Committee has selected an option to place the memorial to the South of the flagpole. Jim was asked to get a price for a flagstone courtyard instead of doing pavers or stamped concrete. Estimated cost provided at the HR Administration meeting was $5,370.00. Circuit Clerk Window – New Circuit Clerk Robyn Ingemunson has decided to cancel this project. Administration Budget Office – Awaiting direction on project.

Report from meeting
Jim was directed to check with Boyton Boys for the flagstone. Members discussed the need for the budget office and agreed it was needed. Jim was also directed to go ahead and build the wall for the budget office in Administration and to pay for it with funds from the project budget he was given for 2015.

NEW BUSINESS/PROJECTS

1) Chairman’s Report

2) Annual Fire Extinguisher Testing
   - Testing was completed during the week of June 1st. A large amount of the extinguishers at the Courthouse & Public Safety Center were due for hydro testing. This added to the cost of the testing this year. All facilities were completed successfully.
   - Project complete.

3) Annual Fire Alarm System Testing
   - Testing was completed during the week of June 15th. All facilities were completed successfully.
   - Project complete.

4) Annual Sprinkler System Testing
   - Testing was completed on June 23rd. All systems were noted to have a five year internal inspection to be done as well as changing out pressure gauges. This is a code issue that is starting to be enforced. Jim is getting prices from several companies for the inspections and gauge replacements.

Report from meeting
Members asked Jim if the cost would be the same if we did one system per year to spread out the costs. Jim said it would save all the costs from being in one year but would actually cost more due to travel & setup changes each time instead of all at once. Members suggested waiting to budget for this until next year.

   - Project complete.

5) New Address for KenCom
   - KenCom requested a separate address for their suite with the Yorkville Post Office. The address of 1100 Cornell Lane was assigned recently. Larry Nelson asked KenCom management to have KCFM affix an address to their entrance on the North side of the Public Safety Center (PSC). Jim arranged for vinyl lettering to be added to both the KenCom and PSC entrances.
   - Project complete.

6) New sign for Circuit Clerk
   - A new sign was installed for Robyn Ingemunson.
   - Project complete.

7) Approve elevator service contract with Advanced Elevator in the amount of $1,560.00 per month.
   - Jim has checked prices with other companies and found Advanced Elevator to be the lowest cost overall. We have used Advanced for many years and are satisfied with their service.

Report from meeting
Director Smiley reported the combination of all the elevators in one contract with this current vendor reduced the annual maintenance costs slightly. Members discussed this being a budgeted ongoing expense. Chairman Davidson asked if there was a motion to approve the contract. Member Prochaska made a motion to approve the contract with Advanced Elevator in the amount of $1,560.00 per month. Member Wehrli 2nd the motion. All members voted aye via a voice vote. Motion approved.
EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT

- Chairman Davidson asked if there was a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:50 p.m. Member Wehrli 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:50 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Wednesday, July 15, 2015

Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 4:02 p.m.

Committee Members Present: Matthew Prochaska - here, John Purcell - present, Bob Davidson - yes

Committee Members Absent: Elizabeth Flowers, Scott Gryder

Others Present: Sheriff Dwight Baird, Latreese Caldwell, Julie Hanna, Bob Jones, Andy Nicoletti, RaeAnn Van Gundy, Jeff Wilkins

Claims Review and Approval
The Committee reviewed the County claims report. A motion was made by Member Prochaska to forward the approval of claims in an amount not to exceed $512,093.68, second to the motion by Member Davidson. **With all members in agreement, the motion carried.**

Department Heads and Elected Official Reports

* Sheriff Dwight Baird, Sheriff's Office – No report*

* Rae Ann VanGundy, Health Department – No report*

* Andy Nicoletti, Assessor’s Office – No report*

* Jim Smiley, Facilities Management – Mr. Smiley reported a mechanical breakdown on one of the elevator shafts that raises and lowers the car in the Public Safety Center. The first estimated cost for repair is estimated at $30,000, but could reach $60,000 if they have to drill another hole. Mr. Smiley is waiting for an estimate from another vendor. Discussion on who uses the elevator, options for repair, and location of the elevator. Mr. Smiley will continue to update the board on the progress of the repairs.*

Items from Other Committees - None

Items of Business

➤ *State Sales Tax Revenue – Latreese Caldwell explained a letter County Treasure Jill Ferko received from the State of Illinois IRS Local Tax Allocation Division stating that $148,074.78 in local sales tax has been erroneously reported to the Department for Kendall County that was previously distributed to the County by the department. Ms. Caldwell said that a municipality within Kendall County challenged whether they were part of Kendall County or part of the municipality, and that the sales tax should go to the municipality instead of the County.*
Statute states the municipality can only collect revenue for nine months. The IRS has informed the Treasurer of the payment schedule where they will take $16,500 from the County for the next nine months. Ms. Caldwell stated that four of the payments will occur in 2015 and five payments in 2016.

Ms. Caldwell reviewed the State Sales Tax Revenue budget for the past five years and the revenue that has been collected. Ms. Caldwell said that the fund has been decreasing every year. Ms. Caldwell said she felt that the biggest impact will be felt in Fiscal Year 2016. Ms. Caldwell will bring revenue projections to the next Finance meeting.

- **Federal Inmate Funding** - Item tabled to future meeting
- **Recommendations regarding Purchasing Policy** – Item tabled to future meeting
- **Courthouse & Jail Security System Funding** - Item tabled to future meeting
- **Hiring Freeze Discussion** - Item tabled to future meeting
- **Staffing** - Item tabled to future meeting

**Old Business** – None

**Public Comment** – None

**Questions from the Media** – None

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

**Executive Session** – None needed

**Action Items for County Board**

- Approval of claims in an amount not to exceed $512,093.68
- Approval of Grand Juror claims in an amount not to exceed $1,725.00

**Adjournment** – Member Prochaska made a motion to adjourn the Budget and Finance Committee meeting, second by Member Davidson. The meeting adjourned at 4:29 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant
County of Kendall, Illinois
Committee of the Whole

Thursday, June 11, 2015
County Office Building, Board Room 209-210
111 W. Fox Street, Yorkville IL
Meeting Minutes

Call to Order
The Committee of the Whole was called to order by County Board Chair John A. Shaw at 4:01 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Board Members Present: Lynn Cullick - here, Bob Davidson - yes, Judy Gilmour - here, Dan Koukol - present, John Purcell - here, Matthew Procheska - here, Jeff Wehrli (arrived at 4:03 p.m.), John Shaw - aye, Elizabeth Flowers (arrived at 5:20 p.m.)

Board Members Absent: Scott Gryder

Others Present: David Berault, Leslie Johnson, Undersheriff Harold Martin, Dr. Amaal Tokars, and Jeff Wilkins

Items of Business

➤ Municipal Electric Aggregation Supply Update – Chris Childress from Progressive Energy reviewed the savings to the county residents last year, the rates for this year, the plan regarding matching rates, and recommendations going forward regarding possibly going out for rebid. Mr. Childress will bring the new recommended rate to the June 16, 2015 County Board meeting.

➤ Kendall County Annual Prevailing Wage Ordinance – Jeff Wilkins reviewed the annual wage ordinance that is done every year in June, and the prevailing wage rates provided by the Illinois Department of Labor. Discussion on the ordinance, the state statute on public works projects contracted directly by the County or that use public funds, and the process for a County to determine their own wage rates.

From Admin HR Committee:

➤ Update on the return or end of lease purchase of Kendall Area Transit super medium vehicles – Member Cullick asked Jeff Wilkins to update the Board members on the recommendations from the Admin HR Committee and the Voluntary Action Center mechanic to not purchase the vehicles, but to return the leased Park and Ride vehicles to the vendor. Mr. Wilkins stated that the vendor is willing to allow the County to return the vehicles early. Mr. Wilkins stated that Mid-West Transit is allowing us to return the vehicles early for $6000, instead of the $15,000 remaining lease total, which is a savings of $9000 to the County.
County of Kendall, Illinois
Committee of the Whole

- **Proposed Memorial Garden Project at the County Office Building** – Member Cullick stated that Mr. Smiley will attend the County Board meeting to provide additional information on potential plans for a memorial garden at the County Office Building for honoring former board members and employees.

There was consensus by the committee to take the issue back to the Admin HR committee meeting on June 23, 2015 for the updates from Mr. Smiley before bringing the item to the full county board for review.

**From Budget & Finance Committee:**

- **Discussion on Hiring Freeze** – Member Purcell reminded the committee of the current financial status of the county, concerns over the current state budget crisis and potential budget cuts to the county and possible options of a County hiring freeze if/when necessary.

**Chairman’s Report**

- **CMAP Letter regarding Freight Program and Invitation to meet with IDOT Transportation Secretary Blankenhorn** – Chairman Shaw briefed the committee on the letter regarding the Freight Program and listed those who also signed the letter from the other 7 counties.

Mr. Shaw also briefed the committee on his meeting this week with IDOT Transportation Secretary Randy Blankenhorn. Chairman Shaw, Kendall County Highway Engineer Fran Klaas, and Mr. Jason Poppen from HR Green attended the meeting.

- **Update on the Larry Nelson vs. Eric Weil, Kendall County State’s Attorney Case Order 10MR143** – Chairman Shaw updated the committee on the recent court appearance before Judge McCann on Tuesday, June 9, 2015. Mr. Shaw stated that there was much discussion on the court-appointed counsel for the County. The next court date is July 29, 2015.

**Review Draft Board Agenda** – Chairman Shaw asked the committee to review the draft agenda and make any changes or additions. There was request to add the annual Prevailing Wage Ordinance and the one year extension agreement with Groot Industries, Inc.

**Public Comment** – Larry Nelson, WSPY
Steven Youhanaie, Oswego
Todd Milliron, Yorkville
Bob Allen, Yorkville

**Questions from the Media** – None
Items for the County Board

- **Kendall County Annual Prevailing Wage Ordinance**

- Approval of a one-year extension of the waste and recycling agreement dated Jun 20, 2012 between County of Kendall and Groot Industries, Inc. from July 31, 2015 to July 30, 2016 in the amount of $877.53 per month

**Executive Session** – Member Cullick made a motion to go into Executive Session for the purpose of the selection of a person to fill a public office, as defined in this Act, including a vacancy in a public office, when the public body is given power to appoint under law or ordinance, or the discipline, performance or removal of the occupant of a public office, when the public body is given power to remove the occupant under law or ordinance, second by Member Koukol.

**Roll Call** – Member Purcell – aye, Member Prochaska – aye, Member Cullick – yes, Member Wehrli – yes, Member Davidson - yes, Member Koukol - yes, Member Gilmour – yes, Member Flowers - yes Chairman Shaw - aye. With all in agreement, the committee entered into Executive Session at 5:38 p.m.

Committee Members Absent: Scott Gryder

Others Present: Jeff Wilkins

Member Davidson made a motion to reconvene in open session, second by Member Flowers. With all in agreement, the meeting reconvened in open session at 5:52 p.m.

**Adjournment** – Member Davidson moved to adjourn the meeting, seconded by Member Flowers. There being no objection, the Committee of the Whole was adjourned at 5:54 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
Call to Order
The Committee of the Whole was called to order by County Board Vice Chair Scott R. Gryder at 3:00 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Board Members Present: Dan Koukol - present, Matthew Prochaska - here, Jeff Wehrli - here, Scott Gryder - here, Lynn Cullick - here, Bob Davidson - yes, John Purcell (arrived at 3:25 p.m)

Board Members Absent: Elizabeth Flowers, Judy Gilmour, John Shaw

Others Present: Sheriff Dwight Baird, Leslie Johnson, Dr. Amaal Tokars, Eric Weis and Jeff Wilkins

Items of Business

➤ Security System Replacement Vendor Presentations

1. Wold Architects & Engineers and Latta Tech Advanced Security Engineering
2. R & N Systems Design L.L.C. and DLR Group Engineers and Architects
3. Elert & Associates Security and Technology Services
4. Dewberry Technology Group

➤ Preliminary Best Practices Audit Findings Presentation - Assistant State’s Attorney Leslie Johnson began reviewing the State’s Attorney’s Office HR Audit and recommendations. The committee agreed that they would continue the presentation at a Special Committee of the Whole meeting TBD.

➤ Proposed Merger of Public Safety and Judicial Legislative Committees - Item tabled until the August Committee of the Whole meeting

➤ Proposal to Increase Number of Class "C" Liquor Licenses from 2 to 3 - Mr. Wilkins announced that the some of the verbiage on the Committee of the Whole agenda was incorrect. Mr. Wilkins then reviewed the proposed documents and ordinance, and the recommended changes.

Chairman’s Report - None

Review Draft Board Agenda - Vice Chairman Gryder asked the committee to review the draft agenda and make any changes or additions.
Public Comment

Questions from the Media – None

Items for the County Board

Executive Session – None needed

Adjournment – Member Prochaska moved to adjourn the meeting, seconded by Member Cullick. There being no objection, the Committee of the Whole was adjourned at 6:36p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary