1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month’s Minutes
5. Approval of Agenda
6. Special Recognition
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
12. Elected Officials Report and Other Department Reports
   A. Sheriff
   B. County Clerk
   C. Treasurer
   D. Clerk of the Court
   E. State’s Attorney
   F. Coroner
   G. Health Department
   H. Supervisor of Assessments
13. Standing Committee Reports
   A. Planning, Building & Zoning
      1. Approve Petition 14-26: Approval of a special use for 4287 Eldamain Road to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation
      2. Approval of a contract with 4 Seasons Landscaping and the County of Kendall, Illinois for the Fields of Farm Colony landscape maintenance in the amount of $18,000.00
   B. Public Safety
   C. Administration/HR
   D. Highway
      1. Letter to Illinois Department of Transportation requesting inclusion of funding for the Eldamain road Extension in the State’s Multi-Year Plan
   E. Facilities Management
   F. Finance Committee
      1. Approve Claims in an amount not to exceed $1,610,855.90
   G. Health & Environment
   H. Committee of the Whole
   I. Standing Committee Minutes Approval
14. Special Committee Reports
   A. Public Building Commission
   B. VAC
   C. Historic Preservation Commission
   D. Board of Health
   E. River Valley Workforce Investment Board
   F. Per Diem Ad Hoc
15. Other Business
16. Chairman’s Report
   Appointments
   Announcement
17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
KENDALL COUNTY BOARD
REGULAR SEPTEMBER MEETING
September 16, 2014

STATE OF ILLINOIS
COUNTY OF KENDALL

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, September 16, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Amy Cesich, Lynn Cullick, Elizabeth Flowers, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, and Jeff Wehrli.

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

THE MINUTES

Member Cullick moved to approve the submitted minutes from the Adjourned County Board Meeting of 8/19/14. Member Gilmour seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

CITIZENS TO BE HEARD

Todd Milliron of Yorkville stated that there is a pending lawsuit regarding legal fees that WSPY may be entitled to receive if they prevail on a FOIA case. Mr. Milliron asked that the board consider this for the budget.

Scott Friedstad from Lisbon Township addressed the special use permit for the asphalt plant. They have concern with the noise, since the last meeting they have run several nights – it is very loud and disruptive and it is hard to sleep. The berm to the south becomes of great importance; 8’ might not be enough to deflect the noise. Mr. Friedstad read part of the location protect regarding berming under Section 10 28 in the M-3 Mining Ordinance. Mr. Friedstad asked that the county follow the zoning ordinance and hire a technically trained person to determine what the berm height should be.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

County Clerk

Revenue Report 8/1/14-8/31/14

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<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
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<tbody>
<tr>
<td>County Clerk Fees</td>
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<tr>
<td>County Clerk Fees - Marriage License</td>
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<tr>
<td>County Clerk Fees - Civil Union</td>
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<tr>
<td>County Clerk Fees - Misc</td>
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<td>Code</td>
<td>Description</td>
<td>Budget</td>
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<td>------------------</td>
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</tr>
<tr>
<td>51010001320</td>
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<tr>
<td>37010001320</td>
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<td>Recorder’s Misc</td>
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<td>RHSP/Housing Surcharge</td>
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<td>Circuit Clerk Fees</td>
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<td></td>
<td>Fines &amp; Foreits/St Atty.</td>
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<td>Building and Zoning</td>
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<td>Interest Income</td>
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<td>Health Insurance - Empl. Ded.</td>
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<td>1/4 Cent Sales Tax</td>
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<td>County Real Estate Transf Tax</td>
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County Clerk, Debbie Gillette stated that they are busy preparing for the upcoming November Election as well as providing information for the Consolidated Election in 2015.
Correction Dept. Board & Care $850,000 $669,080 78.72% $680,580 84.54%
Sheriff Fees $650,000 $349,774 53.81% $541,309 77.11%

<table>
<thead>
<tr>
<th></th>
<th>2014</th>
<th>2013</th>
<th>Difference</th>
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<tr>
<td>TOTALS</td>
<td>$11,619,053</td>
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<tr>
<td>Public Safety Sales Tax</td>
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<td>77.64%</td>
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<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$3,338,486</td>
<td>77.64%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 9 months the revenue and expense should be 74.97%.

County Treasurer, Jill Ferko stated that the second installment of the property tax collection has been wrapped up and there should be a distribution next week.

**State’s Attorney**

State’s Attorney, Eric Weis reminded the board that there will be two informational meetings on the two drainage districts on September 23rd and September 25th. They have received notifications on scams; most recent one is an IRS scam; they state they are calling from the IRS telling that you are involved in a criminal investigation and to please give them information. Another scam involves inmates calling saying their grandson/granddaughter or friend is in trouble and they need money right away, give money over the phone and this is their only phone call. The 2nd District Appellate Court affirmed the 1st Degree murder convictions from 2009 in the death of Jason Ventura.

**Coroner**

**Statistics:**

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>Stats for Same Period in 2013</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2014 Total Deaths……..</td>
<td>198</td>
<td>Total Deaths……</td>
</tr>
<tr>
<td>Autopsies to Date……………</td>
<td>14</td>
<td>Autopsies…</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>17</td>
<td>Toxicology Samples..</td>
</tr>
<tr>
<td>Cremation Permits….</td>
<td>107</td>
<td>Cremation Permits…</td>
</tr>
</tbody>
</table>

**Coroner’s Office Personnel Update:**

Coroner Toftoy and Deputy Coroner Gutierrez attended the Illinois Coroner's & Medical Examiner's Annual Training Conference in Collinsville, Illinois.

**Supervisor of Assessments**

Supervisor of Assessments, Andy Nicoletti stated that they published assessment changes; final filing date is October 14th. They published 27,033 parcels at a cost of $21,626. The tentative state factor is 1.0 which means that the state at this point will not be changing assessments different than they are right now.
STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 14-24: Special use for 1016 Route 30

Member Gryder made a motion to approve Petition14-24: Approval of a special use for Divyesh Patel/Council Court Motel at 1016 Route 30 for a dwelling unit for a watchman and families including a caretaker. Member Cesich seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

State of Illinois Zoning Petition
County of Kendall #14-24

ORDINANCE NUMBER 2014 - 25
FOR A DWELLING UNIT FOR A WATCHMAN AND FAMILIES INCLUDING A CARETAKER & A VARIANCE

WHEREAS, Divyesh Patel/ Council Court Motel, has filed a petition for a Special Use within the B-3 Highway Business District and a variance for a 2.94 acre property located on the northeast side of Route 30, 0.06 miles north of Gastville Street, commonly known as 1016 Route 30, (PIN #03-12-100-003), in Oswego Township, and;

WHEREAS, said petition is to build a dwelling unit for a watchman and families including a caretaker in accordance with Section 9.04.C.6 of the Kendall County Zoning Ordinance; and

WHEREAS, said property is currently zoned B-3 Highway Business District since the 1974 Countywide zoning change; and

WHEREAS, Section §9.04.F.2-3 (B-3 Highway Business District- Yard Areas) of the Zoning Ordinance states that the side/rear yard setback of a structure must be a minimum of twenty (20) feet; and

WHEREAS, said petition is to allow construction of a dwelling unit for a watchman and families including a caretaker to be located five (5) feet from the side/rear yard setback line to the north abutting the ComEd right-of-way; and

WHEREAS, said property is legally described as:

THAT PART OF THE NORTH HALF OF THE NORTH HALF OF SECTION 12, TOWNSHIP 37 NORTH, RANGE 8 EAST OF THE THIRD PRINCIPAL MERIDIAN DESCRIBED AS FOLLOWS: COMMENCING AT THE POINT OF INTERSECTION OF THE SOUTH LINE OF THE NORTH HALF OF THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 12 WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF U.S. ROUTE 30; THENCE NORTHEASTERLY ALONG THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE 30; 240 FEET FOR THE POINT OF BEGINNING; THENCE NORTHEASTERLY AT RIGHT ANGLES TO SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE WESTERLY RIGHT OF WAY LINE OF THE ELGIN, JOLIET AND EASTERN RAILWAY COMPANY; THENCE NORTHERLY ALONG SAID WESTERLY RIGHT OF WAY LINE TO THE NORTH LINE OF SAID SECTION 12; THENCE WEST ALONG SAID NORTH LINE TO A POINT 115.39 FEET EASTERLY OF (MEASURED ALONG SAID NORTH LINE) THE POINT OF INTERSECTION OF SAID NORTH LINE WITH THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE 30; THENCE SOUTHWESTERLY 57.26 FEET TO A POINT ON THE NORTHEASTERLY RIGHT OF WAY LINE OF SAID U.S. ROUTE 30 WHICH IS 68.09 FEET SOUTHEASTERLY OF (MEASURED ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE) THE POINT OF INTERSECTION OF THE NORTH LINE OF SAID SECTION 12 WITH SAID NORTHEASTERLY RIGHT OF WAY LINE; THENCE SOUTHEASTERLY ALONG SAID NORTHEASTERLY RIGHT OF WAY LINE TO THE POINT OF BEGINNING, IN THE TOWNSHIP OF OSWEGO, KENDALL COUNTY, ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 3, 2014; and

WHEREAS, the findings of fact were approved as follows:
That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. A watchman’s quarter will actually help the public health, safety, morals, comfort and general welfare having security on site.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. The petitioner is trying to locate the watchman’s quarters as far from any residents as possible with the motel that’s been in existence to be the buffer. This will help security on site and also inform the owners of what’s going on at all times on the site.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. A driveway already exists to the property and a new septic field will be installed onsite.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. This property is zoned commercial and used in a commercial capacity. The watchman’s quarter conform to the applicable regulations of the commercial district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The special use is consistent with the LRMP and municipal plans and policies as the property is zoned commercial and it’s always good to have a watchman’s onsite.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.04.A.3 of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals on September 3, 2014; and

WHEREAS, the findings of fact were approved as follows:

That the particular physical surroundings, shape, or topographical condition of the specific property involved would result in a particular hardship or practical difficulty upon the owner if the strict letter of the regulations were carried out. There is not much location that can be built on this property as the large open space is where the septic system is and the rest of the property used to the railway ROW.

That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. Due to the ComEd ROW on the north, the vacated railway ROW to the east, Route 30 to the south this variance would not be applicable to any other property around.

That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. This motel has been here quite some time before 1973 and the current owner purchased it in the year 2000.

That the granting of the variation will not materially be detrimental to the public welfare or substantially injurious to other property or improvements in the neighborhood in which the property is located. The requested variance should not affect any of the neighbors nor be detrimental to the public welfare or injurious to other property or improvements in the neighborhood. The variance would help keep the building further from any properties and closer to the ComEd ROW which will never be built on.

That the proposed variation will not impair an adequate supply of light and air to adjacent property, or substantially increase the congestion in the public streets or increase the danger of fire, or endanger the public safety or substantially diminish or impair property values within the neighborhood. The watchman’s quarters will not impair an adequate supply of light and air to adjacent properties. It will not add any congestion.
on Route 30. The watchman’s quarters will actually benefit the property values in the neighborhood as it will have 24 hour security on site.

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

WHEREAS, this special use & variance shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a B-3 Highway Business special use to build a dwelling unit for a watchman and families including a caretaker.

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Zoning Board of Appeals hereby grants approval of the variance to build a dwelling unit for a watchman and families including a caretaker to be located five (5) feet from the side/rear yard setback line to the north abutting the ComEd right-of-way.

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

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 16th day of September, 2014.

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

Petition 14-12: Map amendment and special use for 16805 Quarry Road

Member Gryder made a motion to approve Petition14-12: Approval of a map amendment and special use for 16805 Quarry Road to rezone 10 acres from M-2 to M-3 with a Special Use to operate an asphalt and concrete mixing plant with associated recycling facilities. Member Cesich seconded the motion.

Members discussed the size of the berm and Ken Carlson the attorney for Central Limestone spoke to the berm issue and the creation of a new entrance to the North on Quarry Road.

Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cesich, Cullick, Gryder, Koukol, Prochaska, Shaw and Wehrli. Members voting nay include Flowers and Gilmour. Motion carried 7-2.

ORDER 2014 - 26
GRANTING A MAP AMENDMENT & SPECIAL USE FOR
16805 QUARRY ROAD

Rezone 10 acres from M-2 to M-3 Special Use to operate an asphalt and concrete mixing plant with associated recycling facilities

WHEREAS, Central Limestone Company, Inc. has filed a petition for a Map Amendment from M-2 to M-3 and a Special Use for an asphalt and concrete mixing plant with associated recycling facilities within the M-3- Aggregate Materials Extraction, Processing and Site Reclamation District. The property is located on the southwest corner of Joliet Road and Quarry Road (PIN # 08-28-300-002), in Lisbon Township, and;

WHEREAS, said property was zoned M-3 Heavy Industrial District as Ordinance 1963-01 and is currently zoned M-2-Heavy Industrial District since the 1974 Countywide zoning change; and

WHEREAS, the petitioner desires to rezone a 10 acre property from M-2 Heavy Industrial District to M-3 Aggregate Materials Extraction, Processing and Site Reclamation District in order to operate an asphalt and concrete mixing plant with associated recycling facilities in accordance with Section 10.03.B.1 of the Kendall County Zoning Ordinance; and
WHEREAS, said property is legally described as:

A PARCEL OF LAND LOCATED IN THE NORNEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 28, TOWNSHIP 35 NORTH, RANGE 7 EAST OF THE THIRD PRINCIPAL MERIDIAN, COUNTY OF KENDALL, AND STATE OF ILLINOIS, DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF SAID SECTION 28; THENCE NORTH 89°58’43” WEST ALONG THE NORTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 28 FOR A DISTANCE OF 83.33 FEET; THENCE SOUTH 00°51’30” WEST 43.85 FEET TO THE CENTER LINE OF JOLIET ROAD BEING THE POINT OF BEGINNING; THENCE SOUTH 00°51’30” WEST 1082.23 FEET; THENCE NORTH 89°08’30” WEST 467.00 FEET; THENCE NORTH 34°17’07” WEST 257.04 FEET; THENCE NORTH 00°51’30” EAST 276.35 FEET; THENCE SOUTH 89°08’30” EAST 195.97 FEET; THENCE NORTH 00°51’30” EAST 590.84 FEET TO THE CENTER LINE OF JOLIET ROAD; THENCE SOUTH 89°48’17’ EAST ALONG SAID CENTER LINE FOR A DISTANCE OF 419.02 FEET TO THE POINT OF BEGINNING, LOCATED IN KENDALL COUNTY, ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.07.F of the Zoning Ordinance, and recommendation for approval by the Zoning Board of Appeals on September 3, 2014; and

WHEREAS, the findings of fact were approved as follows:

Existing uses of property within the general area of the property in question. This property and the property to the west is already being mined and the property to the north is zoned to mine. This zoning will make it conforming.

The Zoning classification of property within the general area of the property in question. The property to the north is shown on the LRMP as potential mining and the property to the west is already zoned for mining so the M-3 zoning is consistent with the area.

The suitability of the property in question for the uses permitted under the existing zoning classification. The property is currently zoned M-2 which was the zoning for mining back in the 70’s. The land suitability is good for mining just the M-2 district is no longer the district for mining, the M-3 Zoning District is intended for mining.

The trend of development, if any, in the general area of the property in question, including changes, if any, which may have taken place since the day the property in question was in its present zoning classification. The Zoning Board of Appeals shall not recommend the adoption of a proposed amendment unless it finds that the adoption of such an amendment is in the public interest and is not solely for the interest of the applicant. The Zoning Board of Appeals may recommend the adoption of an amendment changing the zoning classification of the property in question to any higher classification than that requested by the applicant. For the purpose of this paragraph the R-1 District shall be considered the highest classification and the M-2 District shall be considered the lowest classification. This mine has been in existence since the late 1800’s and the trends of development in the area are potential mining districts or are already mines.

Consistency with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. This land fits more with the purpose and objectives in the M-3 District which is to establish regulations and standards for surface mining operations and to provide for conservation and reclamation of lands affected by surface mining in order to restore them to optimum future productive use. Aggregate materials extraction, processing and site reclamation shall be determined and permitted in compliance with standards as set forth herein. The M-2 intent no longer fits the future use of this property which ultimately is to be mined.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 3, 2014; and
WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. An asphalt and concrete plant should not be any more dangerous than weekly mine blastings.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. An asphalt and concrete plant noises will be consistent with the noises of a mine. The petitioner has proposed to install a berm to the south of this plant to help with noise and dust mitigation.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. An entrance already exists to this piece of property and there will be no utilities on this property except a generator.

That the special use shall in all other respects conform to the applicable regulations of the district in which it is located, except as such regulations may in each instance be modified by the County Board pursuant to the recommendation of the Hearing Officer. Asphalt and concrete plants are consistent with being in the mining district.

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The special use is consistent with the LRMP and municipal plans and policies as the ultimate goal is to eventually be a mine but in the meantime used for an asphalt and concrete plant. This use will be used mainly for major road construction.

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

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns as to the same special use conducted on the property; and

NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a map amendment from M-2 to M-3 and also grants a special use zoning permit to operate an asphalt and concrete mixing plant with associated recycling facilities in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. The applicant post signage which advises drivers that travel on Joliet Road west of the intersection of Joliet Road and Quarry Road is prohibited.
2. The hours of operation are from 6am to 6pm on weekdays and sometimes outside of those hours only for governmental projects in which proof of bid approval may be requested.
3. No semi truck parking over night is permitted on the property.
4. An 8’ earthen berm be erected on the southern portion of the rezoned property to help in noise and dust mitigation as shown on the site plan.

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

IN WITNESS OF, this Ordinance has been enacted by the Kendall County Board this 16th day of September, 2014.

Attest:
Kendall County Clerk Kendall County Board Chairman
Petition 14-22: Amendment to Zoning Ordinance – Clean-up & restoration services

Member Gryder made a motion to approve Petition14-22: Amendment to the Kendall County Zoning Ordinance to allow clean-up & restoration services as a special use in the A-1 Agricultural District and permitted in the B-3, M-1 & M-2 Districts. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Koukol who abstained. **Motion carried.**

State of Illinois
County of Kendall
Petition 14-17: Amendment to Zoning Ordinance – Medical cannabis cultivation centers

Member Cullick made a motion to approve Petition14-17: Amendment to the Kendall County Zoning Ordinance to allow medical cannabis cultivation centers – temporary as a special use in the M-1 & M-2 Manufacturing Districts. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. Members voting aye include Cesich, Cullick, Gilmour, Gryder, Koukol and Shaw. Members voting nay include Flowers, Prochaska and Wehrli. **Motion carried 6-3.**
WHEREAS, the Illinois General Assembly enacted the Compassionate Use of Medical Cannabis Pilot Program Act, P.A. 98-122 (eff. Jan. 1, 2014), 410 ILCS 130/1 et seq. (“Act”), which allows for and regulates the cultivation, sale, distribution, and use of cannabis for medicinal purposes, and is repealed on January 1, 2018; and

WHEREAS, section 140 of the Act grants a unit of local government the authority to enact reasonable zoning ordinances or resolutions regulating registered medical cannabis cultivation centers; and,

WHEREAS, pursuant to the authority provided in 410 ILCS 130/140, Kendall County, a unit of local government, wishes to amend Sections 3.02 and 10.01.C of the Kendall County Zoning Ordinance (“Zoning Ordinance”) to regulate medical cannabis cultivation centers in the unincorporated areas of Kendall County, to protect the health, safety, and welfare of the community; ; and

WHEREAS, the Kendall County Board automatically repeals this amendment to Zoning Ordinance concurrent with the repeal of the Act, on January 1, 2018; and

WHEREAS, all administrative procedures required prior to passing amendments to the Kendall County Zoning Ordinance have been followed, including holding a public hearing, before the Kendall County Zoning Board of Appeals, which occurred on July 28, 2014; and

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends Sections 3.02- “Definitions” & 10.01.C “Manufacturing District- Special Uses” of the Kendall County Zoning Ordinance as provided:

I.  RECITALS. The recitals set forth above are incorporated as is fully set forth herein.

II. THE FOLLOWING TERMS ARE ADDED TO SECTION 3.02 “DEFINITIONS” OF ZONING ORDINANCE:

MEDICAL CANNABIS CULTIVATION CENTER or CULTIVATION CENTER. A facility operated by an organization or business that is registered by the Illinois Department of Agriculture to perform necessary activities to provide only registered medical cannabis dispensing organizations with usable medical cannabis. This definition is intended to remain consistent with the definition provided in 410 ILCS 130/10, as amended. In the event of a conflict between this definition and the statute, the statutory definition shall govern.

ENCLOSED, LOCKED FACILITY. A room, greenhouse, building, or other enclosed area equipped with locks or other security devices that permit access only by a Cultivation Center's agents or a Dispensing Organization's agent working for the registered Cultivation Center or the registered Dispensing Organization to cultivate, store, and distribute cannabis for registered qualifying patients. This definition is intended to remain consistent with the definition provided in 410 ILCS 130/10, as amended. In the event of a conflict between this definition and the statute, the statutory definition shall govern.

MEDICAL CANNABIS DISPENSING ORGANIZATION or DISPENSING ORGANIZATION or DISPENSARY. A facility operated by an organization or business that is registered by the Illinois Department of Financial and Professional Regulation to acquire medical cannabis from a registered Cultivation Center for the purpose of dispensing cannabis, paraphernalia, or related supplies and educational materials to registered qualifying patients. This definition is intended to remain consistent with the definition provided in 410 ILCS 130/10, as amended. In the event of a conflict between this definition and the statute, the statutory definition shall govern.

MEDICAL CANNABIS INFUSED PRODUCT. Food, oils, ointments, or other products containing usable cannabis that are not smoked. This definition is intended to remain consistent with the definition provided in 410 ILCS 130/10, as amended. In the event of a conflict between this definition and the statute, the statutory definition shall govern.

III. THE FOLLOWING LANGUAGE IS ADDED TO SECTION 10.01.C “MANUFACTURING DISTRICT- SPECIAL USE (M-1 & M-2)” OF ZONING ORDINANCE:

10.01.C Medical Cannabis Cultivation Centers- Temporary (will be automatically repealed on January 1, 2018)
  a. Definitions: All terms not defined in section 3.02 of this Zoning Ordinance shall carry the meaning set forth in the Compassionate Use of Medical Cannabis Pilot Program Act (“Act”) (410 ILCS 130/1 et seq.), as amended
  b. Preliminary Requirements. All Medical Cannabis Cultivation Center special use permit applicants shall comply with the following requirements before applying for a special use permit and shall maintain compliance at all times thereafter.
    2. Registration. Applicants must be registered with the Illinois Department of Agriculture
    3. Location. A Cultivation Center must be located more than 2,500 feet from the property line of any pre-existing public or private preschool or elementary or secondary school or day care center, day
c. **Required Permit Information.** Upon applying for a Cultivation Center special use permit, the applicant must provide the following information:

1. A Security Plan that has been reviewed and approved by the Illinois State Police and is compliant with 410 ILCS 130/105, as amended, in addition to the rules set forth by the Illinois Department of Agriculture at 8 Ill. Admin. Code 1000 et seq.
2. Evidence demonstrating the location of the enclosed, secure area or loading/unloading dock is or will be out of public sight for the loading/unloading of medical cannabis in the transport motor vehicle.
3. A scale drawing of the front, rear, or side of the building or structure showing dimensions and architectural details (Building Elevations); and
4. A location map demonstrating the property meets location conditions identified in 410 ILCS 130/105, as amended, and
5. Proof that applicant is registered with the Illinois Department of Agriculture.

**d. Operational and Facility Requirements:**

1. **Enclosed, Locked Facility.** All cultivation of cannabis for distribution to a registered Dispensing Organization shall take place in an Enclosed, Locked Facility.
2. **Storage.** No outdoor storage of any kind will be permitted at Cultivation Centers.
3. **Edibles.** Any area within the Cultivation Center where cannabis will be manufactured into an edible form shall comply with the Illinois Food, Drug and Cosmetic Act, 410 ILCS 620 et. seq., the Illinois Sanitary Food Preparation Act, 410 ILCS 650 et. seq., the Illinois Food Handling Regulation Enforcement Act, 410 ILCS 650 et. seq., and section 80 of the Act, 410 ILCS 130/80.
4. **Waste.** Cannabis waste shall be stored, secured, locked and managed in accordance with State regulations for the disposal of medical cannabis with the requirements set forth in 410 ILCS 130/180 and 8 Ill. Admin. Code. 1000.480, as amended respectively.
5. **Signs.** All signage shall comply with Section 12 of the Kendall County Zoning Ordinance. Signs shall not contain cannabis imagery such as cannabis leaves, plants, smoke, paraphernalia, or cartoonish imagery oriented towards youth or language referencing cannabis. Electronic message boards and temporary signs are not permitted in connection with a Cultivation Center.
6. **Other Products.** It shall be prohibited to cultivate, manufacture, process or package any product, other than medical cannabis and cannabis infused products at a Cultivation Center.
7. **Fence.** All Cultivation Centers must be surrounded by a fence a minimum of eight (8) feet tall with barbed wire on top.
8. **Registration:** The owner or operator of a Cultivation Center must submit annual documentation of registration with the Illinois Department of Agriculture within thirty days of becoming registered or renewing its registration.

**e. Legal Protections.**

1. **Limitation of Liability.** Kendall County Shall not be liable to the permitted Cultivation Center, the Cultivation Center’s owners, employees, board members, producer backers, vendors, visitors, heirs, assigns, agents, family members or guests for any damage, injury, accident, loss, compensation or claim, based on, arising out of, or resulting from the permitted, Cultivation Center’s participation in the Compassionate Use of Medical Cannabis Pilot Program, including, but not limited to, the following: arrest, seizure of persons or property, prosecution pursuant to State or federal laws by State or federal prosecutors, any fire, robbery, theft, mysterious disappearance or any other casualty; or the action of any other permitees, registrants, or persons. This Limitation of Liability provision shall survive expiration or the early termination of the permit.
2. **Indemnification.** The permitted Cultivation Center, its owners, employees, board members, producer backers, vendors, visitors, heirs, assigns, agents, family members or guests shall hold harmless and indemnify Kendall County, its officials, officers and employees, including past, present, and future board members, elected officials and agents against any civil action or criminal penalty commenced against Kendall County and/or its officials, officers and employees, including past, present, and future board members, elected officials and agents, through counsel of their own choosing, based upon illness or death as a result of the possession, cultivation, transportation or other use of medical cannabis ingested in any way authorized under the provision of the Act. Pursuant to Illinois law 55 ILCS 5/3-9005, 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.
3. **Violations of the Law.** The Act and any mandated zoning does not authorize any permittee to violate federal or state laws.

**f. Revocation:** Any special use permit granted under this Zoning Ordinance may be revoked for failure to
comply with the terms of this Zoning Ordinance. The decision to revoke a special use permit is subject to the review procedure identified in section 13 of the Zoning Ordinance.

IV. **REPEAL.** This amendment to the Zoning Ordinance is automatically repealed, in its entirety, on January 1, 2018.

*IN WITNESS OF,* this amendment to the Zoning Ordinance has been enacted by a majority vote of the Kendall County Board this 16th day of September, 2014 and is automatically repealed on January 1, 2018.

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

Public Safety

Memorandum of Understanding – Mutual Ground

Member Prochaska made a motion for the approval of a Memorandum of Understanding between the Kendall County Sheriff, Kendall County and Mutual Ground, Inc. to provide service to victims of sexual assault who are in the custody of the Kendall County Jail at a cost of zero dollars. Member Gryder 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 IGAM14-37 is available in the Office of the County Clerk.

Modification of Intergovernmental Agreement - Housing of Prisoners

Member Prochaska made a motion for the modification of the Intergovernmental Agreement between the County of DuPage and the County of Kendall for the additional housing of prisoners. 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 IGAM14-38 is available in the Office of the County Clerk.

Administration/HR

Cable Franchise Agreement with Comcast of Illinois

Member Gilmour made a motion for approval of a Cable Franchise Agreement with Comcast of Illinois. Member Gryder 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 IGAM14-39 is available in the Office of the County Clerk.

GIS Data Layers

Member Gilmour made a motion to authorize GIS Data Layers for download on the County Website. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Highway

Preliminary Engineering Services Agreement – Hampton, Lenzini & Renwick

Member Koukol made a motion for the preliminary Engineering Services Agreement between Kendall County and Hampton, Lenzini & Renwick to perform all preliminary engineering for a bridge replacement on Chicago Road in Lisbon Township under the Township Bridge Program and utilizing County Bridge Funds at a not-to-exceed price of $41,500. Member Cesich 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 IGAM14-40 is available in the Office of the County Clerk.

Facilities

Member Koukol stated that they did not meet.
Finance

CLAIMS

Member Gilmour moved to approve the claims submitted in the amount of $1,460,132.07. Member Cesich seconded the motion.

COMBINED CLAIMS: FCLT MGMT $97,446.82, B&Z $565.01, CO CLK & RCDR $1,111.81, ELECTION $1,503.50, ED SRV REG $5,826.42, SHRFF $34,161.37, CRRCTNS $11,094.29, EMA $223.87, CRCT CT CLK $1,640.31, JURY COMM $259.55, CRCT CT JDG $5,233.99, CRNR $1,397.56, CMB CRT SRV $391.24, PUB DFNDR $508.38, ST ATTY $2,864.07, TRSR $843.21, EMPLY HLTH INS $15,404.40, OFF OF ADM SRV $1,855.78, GNRL INS & BNDG $149.00, CO BRD $450.58, TECH SRV $21,959.16, CAP IMPRV FND $12,970.09, CO HWY $42,128.10, CO BRDG $355,582.50, TRNSPRT SALES TX $539,101.28, HLTH & HMN SRV $16,662.91, FRST PRSRV $8,323.37, ANML CNTRL EXPNS $1,513.55, CO RCDR DOC STRG $5,500.00, DRG ABS EXP $6,000.00, HIDTA $5,550.31, CO CMSRY FND $637.75, CRT SEC FND $1,249.95, LAW LBRY $12,267.46, CRCT CT DOC STRG $1,809.00, JUVENILE JSTC CNCL $250.00, PRBTN SRV EXP FND $14,510.48, KAT $152,776.98, JAIL EXP BND DBT EXP $515.00, FLDS OF FRM CLNY $28,452.00, SHRFF FTA FND $2,326.58, VAC $2,875.45, SHRFF VHCL FND $1,734.00, FP BND PRCDS 2007 $2,392.00, CTHS DBT SRVC $402.50

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

Flu Shots

Member Gilmour a made a motion to approve the payment of non-Health Department Employee Flu Shots through the Kendall County Health Department at a cost of $15 each. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

Health and Environment

No report.

Committee of the Whole

Chairman Shaw reviewed the minutes in the packet from the September 11, 2014 meeting.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Public Building Commission

Member Wehrli stated that they met on September 10th and voted to retain Mack and Associates for the auditor, the reason is that they will cease to function very soon and it was a significant savings.

VAC

Member Wehrli stated that they met on September 3rd and there was a proposal for officers.

Historic Preservation

Chairman Wehrli stated that they will meet on September 17, 2014. Minutes are in the packet from the August 20, 2014 meeting.

Board of Health

Member Wehrli stated that they will meet on September 16, 2014. There will be a presentation of the solid waste plan.

Rivervalley Workforce Investment Board

Member Koukol stated that they did not meet.
Per Diem Ad Hoc

Member Cesich stated that they will meet on October 1, 2014 at 7:00pm.

Regional Office of Education

Report is in the packet.

Chairman’s Report

Member Gilmour moved to approve the appointments. Member Koukol seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye except Prochaska who abstained. Motion carried.

Appointments

Matt Prochaska – Kendall County Finance Committee – replacing Lynn Cullick

Announcements

Roger Bledsoe – Regional Planning Commission – Na Au Say Representative – expires January 2015

QUESTIONS FROM THE PRESS

Steve Lord from the Beacon News asked for information for what is required with the Prison Rape Elimination Act and what was required to initiate the agreements.

ADJOURNMENT

Member Gryder moved to adjourn the County Board Meeting until the next scheduled meeting. Member Prochaska 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 September, 2014.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$</td>
<td>705.50</td>
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<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$</td>
<td>1,950.00</td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$</td>
<td>2,197.50</td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$</td>
<td>25,893.00</td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$</td>
<td>30,746.00</td>
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<tr>
<td>County Revenue</td>
<td>$</td>
<td>24,549.00</td>
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<tr>
<td>Doc Storage</td>
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<td>15,385.50</td>
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<tr>
<td>GIS Mapping</td>
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<td>GIS Recording</td>
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<tr>
<td>Interest</td>
<td>$</td>
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<tr>
<td>Recorder's Misc</td>
<td>$</td>
<td>3,852.00</td>
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<tr>
<td>RHSP/Housing Surcharge</td>
<td>$</td>
<td>12,699.00</td>
</tr>
<tr>
<td>CK # 17654</td>
<td>To KC Treasurer</td>
<td>$</td>
</tr>
<tr>
<td></td>
<td></td>
<td>116,481.73</td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $944.00 ck # 17652
Dom Viol Fund sent from Clerk's office $325.00 ck 17653
# Kendall County General Fund

## Quick Analysis of Major Revenues and Total Expenditures

**For Ten Months Ended 09/30/2014**

### Revenues*  

<table>
<thead>
<tr>
<th>Description</th>
<th>Annual Budget</th>
<th>2014 YTD</th>
<th>2014 YTD %</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$365,000</td>
<td>$325,199</td>
<td>89.10%</td>
<td>$322,852</td>
<td>102.52%</td>
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<tr>
<td>State Income Tax</td>
<td>$2,410,000</td>
<td>$2,128,374</td>
<td>88.31%</td>
<td>$2,228,823</td>
<td>114.30%</td>
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<tr>
<td>Local Use Tax</td>
<td>$395,000</td>
<td>$380,428</td>
<td>96.31%</td>
<td>$348,061</td>
<td>101.78%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$900,000</td>
<td>$657,663</td>
<td>73.07%</td>
<td>$741,058</td>
<td>78.25%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$452,000</td>
<td>$265,286</td>
<td>58.69%</td>
<td>$394,039</td>
<td>98.51%</td>
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<tr>
<td>Circuit Clerk Fees</td>
<td>$1,100,000</td>
<td>$788,117</td>
<td>71.65%</td>
<td>$975,166</td>
<td>81.28%</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$520,000</td>
<td>$372,915</td>
<td>71.71%</td>
<td>$424,511</td>
<td>77.18%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$40,000</td>
<td>$64,011</td>
<td>160.03%</td>
<td>$33,208</td>
<td>83.02%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$85,000</td>
<td>$14,354</td>
<td>41.01%</td>
<td>$16,960</td>
<td>48.48%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,112,053</td>
<td>$967,710</td>
<td>87.02%</td>
<td>$948,733</td>
<td>86.21%</td>
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<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,400,000</td>
<td>$2,146,772</td>
<td>87.27%</td>
<td>$2,094,926</td>
<td>87.29%</td>
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<tr>
<td>County Real Estate Transf Tax</td>
<td>$330,000</td>
<td>$254,635</td>
<td>77.16%</td>
<td>$294,598</td>
<td>155.05%</td>
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<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$850,000</td>
<td>$783,200</td>
<td>92.14%</td>
<td>$782,460</td>
<td>97.20%</td>
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<tr>
<td>Sheriff Fees</td>
<td>$650,000</td>
<td>$383,060</td>
<td>58.93%</td>
<td>$579,153</td>
<td>82.50%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,619,053</strong></td>
<td><strong>$9,531,724</strong></td>
<td><strong>82.04%</strong></td>
<td><strong>$10,182,656</strong></td>
<td><strong>82.78%</strong></td>
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</table>

### Expenditures

**All General Fund Offices/Categories**

<table>
<thead>
<tr>
<th>Description</th>
<th>2014 YTD</th>
<th>2013 YTD Actual</th>
<th>2013 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$3,744,051</td>
<td>87.07%</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$3,744,051</td>
<td>87.07%</td>
</tr>
</tbody>
</table>

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 10 months the revenue and expense should at 83.33%*
**KENDALL COUNTY CORONER**  
*August FY 2014 Monthly Report*

<table>
<thead>
<tr>
<th>DATE</th>
<th>NUMBER</th>
<th>TIME</th>
<th>NATURE</th>
<th>POST</th>
<th>TOX</th>
<th>LOCATION</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tuesday, September 02, 2014</td>
<td>1409199</td>
<td>9:20 AM</td>
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<td>N</td>
<td>Residence</td>
</tr>
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<td>Wednesday, September 03, 2014</td>
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<td>3:35 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
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<tr>
<td>Wednesday, September 03, 2014</td>
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<td>8:20 PM</td>
<td>Natural</td>
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<td>N</td>
<td>Residence</td>
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<td>3:46 AM</td>
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<td>12:30 PM</td>
<td>Accident</td>
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<tr>
<td>Friday, September 05, 2014</td>
<td>1409204 *</td>
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<td>Friday, September 05, 2014</td>
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<td>Residence</td>
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<tr>
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<td>Wednesday, September 10, 2014</td>
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<td>Thursday, September 11, 2014</td>
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<td>Tuesday, September 16, 2014</td>
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</tr>
<tr>
<td>Thursday, September 25, 2014</td>
<td>1409222</td>
<td>3:40 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, September 25, 2014</td>
<td>1409223</td>
<td>8:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, September 25, 2014</td>
<td>1409224</td>
<td>12:25 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, September 27, 2014</td>
<td>1409225 *</td>
<td>5:25 PM</td>
<td>Suicide</td>
<td>Y</td>
<td>Y</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, September 28, 2014</td>
<td>1409226 *</td>
<td>10:33 PM</td>
<td>Accident</td>
<td>Y</td>
<td>Y</td>
<td>Field</td>
</tr>
<tr>
<td>Monday, September 29, 2014</td>
<td>1409227</td>
<td>2:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, September 29, 2014</td>
<td>1409228 *</td>
<td>10:20 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, September 30, 2014</td>
<td>1409229 *</td>
<td>10:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
</tbody>
</table>

* Denotes death which occurred outside normal business hours.

Percentage of calls which occurred outside of normal business hours: 81% 19:31

**Autopsies**

Five (5) autopsies were performed during the month of September.

**Statistics:**

<table>
<thead>
<tr>
<th>2014 Statistics</th>
<th>Stats for Same Period in 2013</th>
<th>Difference</th>
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<tbody>
<tr>
<td>2014 Total Deaths.....</td>
<td>229</td>
<td>245</td>
</tr>
<tr>
<td>Autopsies to Date.............</td>
<td>19</td>
<td>19</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>23</td>
<td>16</td>
</tr>
<tr>
<td>Cremation Permits.......</td>
<td>126</td>
<td>124</td>
</tr>
</tbody>
</table>

**Coroner's Office Personnel Update:**

On September 25, Coroner Toftoy and Deputy Coroner Purcell met with Dr. Amaal Tokars regarding gathering data on self-violent deaths.
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Chairman Scott Gryder, Amy Cesich, Lynn Cullick and Vice-Chair Judy Gilmour
Absent: Jeff Wehrli
Also present: Planning & Zoning Manager: Angela Zubko, Administrator Jeff Wilkins and John Shaw (7:02pm)
In the audience: Attorney Daniel Kramer

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

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from September 8, 2014. Lynn Cullick seconded the motion. All agreed and the minutes were approved.

EXPENDITURE REPORT (handed out at meeting)
Vouchers are not due till Thursday so we do not have anything to approve at this time.

PETITIONS-
#14-26 Critter Care
Planner Angela Zubko did an overview of the request stating the property is located at 4287 Eldamain Road on the west side of Eldamain Road about 0.45 miles south of Route 34. The property is about 3.9 acres and the petitioner is requesting an A-1 Special use to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation. The petitioner would like to do boarding in the future but a variance cannot be requested for a use so they would need to rezone to commercial. The petitioner is aware of this and already running a doggie day care somewhere else and will keep it at that location. The veterinary clinic has been running at this site for some time and would like to become legal since they are becoming larger. The petitioner has stated there are 2 employees plus the veterinarian (petitioner). Staff is waiting to hear how large the building is to calculate parking. The ratio would be one (1) parking space shall be provided for each two hundred and fifty (250) square feet of floor area. Looking at an aerial there seems to be 26 parking stalls provided including 1 handicapped parking stall but staff is not sure the size of the stalls. A plat of survey is requested. The property currently has an access point off of Eldamain Road and also access through the property to the north, which is where Kim, the petitioner/owner lives. The Village of Plano has no objection to the special use and the Little Rock Township Board had not objections either. The building inspector had a few comments and stated that a change of occupancy permit will be required for all structures that will be used for the proposed special use. Since there are no proposed improvements a stormwater permit and storm water detention is not required.
Staff would recommend approval and the following condition be placed on the special use, if approved:

1. A recent plat of survey be drawn showing the parking lot with dimensions.

The ZPAC Committee recommended approval and the Health Department had a comment that they will need to protect the septic system to ensure that it is protected from animal/vehicle traffic.

The Plan Commission recommended approval of the special use with the recommendation in lieu of stamped drawings the petitioner would be permitted to acquire a building inspection stating the building is structurally sound and no life safety issues exist. Planner Zubko stated she is of the opinion this would not qualify as ag exempt.

The Special use hearing officer made a favorable recommendation with staff’s recommended condition.

Attorney Daniel Kramer is in attendance for questions or comments. Mr. Kramer introduced himself and stated she pretty much has been running this as a home occupation but thinking of bringing on another veterinarian would require a special use at this time.

Mr. Gryder asked about the right of way. Planner Zubko stated because Eldamain Road would be state funded Fran Klaas from the Highway Department did not think ROW could be requested at this time but acquired properly thru funds.

Planner Zubko asked if we wanted to include hours of operation or that the certificate of occupancy will be required to be applied for within 30 or 60 days. Mr. Wilkins stated we could put regular business hours excluding emergencies. Mr. Kramer stated some of these clinics may stay open later to accommodate workers and would not like to include hours on the special use.

With no further suggestions or changes Lynn Cullick made a motion, seconded by Judy Gilmour to recommend approval of the special use including the requirement of a certificate of occupancy be applied for within 60 days and forward the petition onto the next County Board meeting. With a roll call vote, all were in favor and this will be forwarded to the full County Board.

PUBLIC COMMENT: None

NEW BUSINESS:
Northwest Water Planning Alliance (NWPA) budget- Planner Zubko stated she just wanted to put it on everyone’s radar that the NWPA will probably be asking for more money shortly. Kendall County joined the NWPA back in 2010 and contributed $500 which has lasted this long. The group is putting together a budget sheet to show what the money will be going towards which is basically 2 interns to help with the newsletters and other items. Planner Zubko asked if this should this be discussed at some other committee like Health and Environment which is where she report what happens at these meetings. The committee decided to take this to the finance committee when ready.

OLD BUSINESS:
Discussion on allowing beekeeping in the residential districts- Planner Zubko stated in the packet is information on beekeeping in the residential districts showing what other municipalities/county's are doing.
some information and proposed language if we want to allow this use. Mr. Gryder stated he was fine with this until he read the best management practices requiring more time and making sure everyone is doing it properly. Mr. Wilkins explained the fly away barriers and the proposed conditions. Ms. Cesich liked the items Mr. Wilkins presented including a water source and limiting the amount. There was a discussion on having it 30' from the rear adjoining lot but if there is a roadway maybe it could go closer. Ms. Cullick asked a few questions and would prefer neighbor consent. Ms. Cesich is fine with a courtesy notification but would rather have a valid reason. The committee decided 5’ from railroad row or street row. Also only 2 colonies total, within a certain number of days submit state approval. There is concern over bad neighbors and complaints. The consensus was to start this through the process.

**Medical Cannabis Cultivation Centers**- Planner Zubko stated in district 5 there were 14 applications for cultivation centers, the most in the state.

**UPDATE ON HISTORIC PRESERVATION**- Planner Zubko stated the last meeting minutes are in the packet and last month we had elections and also reviewed and put together a letter to Mr. Smiley about the historic courthouse window replacement.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING**- Planner Zubko stated the committee visited the Little Red Schoolhouse Nature Center in Willow Springs. The displays were quite impressive and a very hands on exhibit.

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

**ADJOURNMENT**- Next meeting will be on November 10, 2014
Lynn Cullick made a motion to adjourn the meeting. Amy Cesich seconded the motion. All agreed. Chairman Gryder adjourned the meeting at 7:31 p.m.

Respectfully Submitted,
Angela L. Zubko
Planning & Zoning Manager
ORDINANCE NUMBER 2014 - __

GRANTING AN A-1 SPECIAL USE FOR
CRITTER CARE VETERINARY SERVICES, LTD. AT 4287 ELDAMAIN ROAD

WHEREAS, Critter Care Veterinary Services, Ltd. has filed a petition for a Special Use within the A-1 Agricultural Zoning District for a 3.9 acre property located on the west side of Eldamain Road, 0.45 miles south of Route 34, commonly known as 4287 Eldamain Road, (PIN# 01-25-200-006), in Little Rock Township; and

WHEREAS, said property is currently zoned A-1 Agricultural; and

WHEREAS, said petition is to obtain an A-1 Special Use Permit to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation; and

WHEREAS, said property is legally described as:

THAT PART OF THE NORTHEAST QUARTER OF SECTION 25, TOWNSHIP 37 NORTH, RANGE 6 EAST OF THE THIRD PRINCIPAL MERIDIAN, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION; THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1380.50 FEET TO THE POINT OF BEGINNING; THENCE NORTH 86°11'51" WEST, 556.0 FEET; THENCE SOUTH 00°13'51" EAST, 702.99 FEET TO THE NORTH LINE OF A TRACT OF LAND CONVEYED TO KATHRYN AND PAUL KOWALSKI BY A WARRANTY DEED RECORDED FEBRUARY 13, 1981 AS DOCUMENT NO. 81-482 AT THE KENDALL COUNTY RECORDER'S OFFICE; THENCE SOUTH 87°03'47" EAST ALONG SAID NORTH LINE, 555.47 FEET TO SAID EAST LINE; THENCE NORTH 00°13'51" WEST ALONG SAID EAST LINE, 694.57 FEET TO THE POINT OF BEGINNING (EXCEPT THAT PART OF SAID NORTHEAST QUARTER, DESCRIBED AS FOLLOWS: COMMENCING AT THE NORTHEAST CORNER OF SAID NORTHEAST QUARTER OF SAID SECTION, THENCE SOUTH 00°13'51" EAST ALONG THE EAST LINE OF SAID NORTHEAST QUARTER, 1773.20 FEET TO THE POINT OF BEGINNING; THENCE NORTH 00°13'51" WEST, 392.70 FEET; THENCE NORTH 86°11'51" WEST, 556.0 FEET; THENCE SOUTH 00°13'51" EAST 392.70 FEET; THENCE SOUTH 86°11'51" EAST 556.0 FEET TO THE POINT OF BEGINNING), IN LITTLE ROCK TOWNSHIP, KENDALL COUNTY, ILLINOIS.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.08.J of the Zoning Ordinance, and recommendation for approval by the Special Use Hearing Officer on September 29, 2014; and

WHEREAS, the findings of fact were approved as follows:

That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. The proposed special use for continuation of the veterinary office and clinic that is currently located on Eldamain Road continues a
long agricultural use. It presents no change in the character of the neighborhood or use of the property and is beneficial to the large residential population needing critical animal care surrounding the area and potential boarding of animal.

That the special use will not be substantially injurious to the use and enjoyment of other property in the immediate vicinity for the purposes already permitted, nor substantially diminish and impair property values within the neighborhood. The Zoning classification of property within the general area of the property in question shall be considered in determining consistency with this standard. The proposed use shall make adequate provisions for appropriate buffers, landscaping, fencing, lighting, building materials, open space and other improvements necessary to insure that the proposed use does not adversely impact adjacent uses and is compatible with the surrounding area and/or the County as a whole. There is adequate distance between the existing special use and the expansion thereof and surrounding properties. As is pointed out in the current LRMP of Kendall County in its Agricultural Easement Kendall County has a long and rich history in agriculture and it is a primary objective of the Kendall County LRMP to encourage and continue the expansion of agriculture and agricultural related uses.

That adequate utilities, access roads and points of ingress and egress, drainage, and/or other necessary facilities have been or are being provided. There are no public utilities or development needs that in any way place a burden on local taxing districts or bodies or surrounding property owners. The subject property is served by Eldamain Road which is designated as a major collector and likely to be improved with a bridge over the Fox River in the near term. The business of the veterinary clinic as a destination business which is served well by being on a major artery such as Eldamain Road. There are adequate utilities on site, drainage is no problem given the large site and there are no new facilities that needed.

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

That the special use is consistent with the purpose and objectives of the Land Resource Management Plan and other adopted County or municipal plans and policies. The Special use requested is consistent with the LRMP, Agricultural Special Use Ordinance and the trend in development along major corridors such as Eldamain Road in the area. The provision of quality veterinary care is as an asset to the agricultural and residential community in Kendall County. It encourages development by offering qualified veterinary services.

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

WHEREAS, this special use shall be treated as a covenant running with the land and is binding on the successors, heirs, and assigns of the property owner as to the same special use conducted on the property; and
NOW, THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants approval of a special use zoning permit to operate a veterinary establishment, but not including the boarding of animals except for overnight stays for medical treatment and observation in accordance to the submitted Site Plan included as “Exhibit A” attached hereto and incorporated herein subject to the following conditions:

1. Must apply for the change of occupancy within 60 days of approval.

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

IN WITNESS OF, this ordinance has been enacted on October 21st, 2014.

Attest:

Debbie Gillette  
Kendall County Clerk

John Shaw  
Kendall County Board Chairman
ATTACHMENT A

AGREEMENT

THIS Agreement is entered into the day and year first set forth below between KENDALL COUNTY, ILLINOIS, a unit of local government, (hereinafter “Kendall County” or “County”), with its principal place of business at 111 W. Fox Street, Yorkville, Illinois, 60560 and 4 Seasons Landscaping, which is registered as a Landscape Company within the State of Illinois, with its principal place of business at 6139 Caton Farm Road, Yorkville, IL 60560 (hereinafter referred to as “Bidder”). In consideration of the mutual covenants hereinafter set forth, and other good and valuable consideration, the parties hereto agree as follows:

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

2. Pursuant to and set forth in this Agreement, Bidder will provide Kendall County with the following services: Drainage System Landscape Maintenance consisting of tree, brush and vegetation removal in the Fields of Farm Colony Subdivision. The subdivision lies in unincorporated Kendall County, Illinois and is bounded by Illinois Route 71 to the west, Reservation Road to the north, Minkler Road to the east and Hilltop Road to the south. Services set forth herein shall be referred to as, “the Project.”

3. This Agreement includes Attachment A—Agreement, Attachment B—Proposal Form, Proposal Price and Signature Page, Attachment C—Schedule of Prices, Scope and Special Provisions all of which are hereby incorporated by reference and collectively referred to herein as “the Agreement”.

4. DAMAGES: All work under this contract shall be completed by November 30, 2014. Liquidated damages of $500 per day shall be assessed for every calendar day that the Project is incomplete past the completion date.

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

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

8. **Conflicting Terms:** In the event of any conflict between the terms and conditions of this Agreement and any Attachments, the order of precedence shall be: Attachment A/ Agreement, then Attachment C/ Proposal Price and Proposal Form, then Attachment D/ Schedule of Prices, then Attachment E/ Scope and Special Provisions, then Attachment B/ Location Map, then other Attachments or Exhibits to this Agreement, if any, then the Notice to Contractors dated May 12, 2014, then the Instructions, then the Addenda, if any.

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

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

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

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

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

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

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

16. **Kotecki Waiver:** When construction observation tasks are part of the service to be performed by the Bidder under this Agreement, the Bidder will include the following clause in any construction-related contract documents and Bidder agrees not to modify or delete it:

    **Kotecki Waiver:** Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker’s Compensation Act, court interpretations of said Act or otherwise; and to the
fullest extent permitted by law, agrees to indemnify and hold harmless and defend Kendall County, Illinois and its past, present and future board members, elected officials, employees, agents and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that Illinois law prohibits indemnity for the Indemnitees' own negligence. Indemnitees are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

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

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

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

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

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

22. **Notice:** Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to the County, Attention: Jeff Wilkins, County Administrator, 111 West Fox Street, Suite 316, Yorkville, Illinois, 60560, fax (630) 553-4179; with copy sent to: Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of Bidder, to: 4 Seasons Landscaping, 6139 Caton Farm Road, Yorkville, IL 60560.

23. **Entire Agreement:** This Agreement represents the entire Agreement between the parties and there are no other promises or conditions in any other Agreement whether oral or written. This Agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.
24. **Authority to Execute Agreement:** The County of Kendall and Bidder each hereby warrant and represent that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

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

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

utility locations and the KCPBZ for Customer's private utilities at least 48 hours prior to
commencement of construction so that they may locate and stake out such buried services.
Any services or utilities so damaged by the Bidder or Bidder's Subcontractors will have to be
replaced and/or repaired by the Bidder at Bidder's expense.

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

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

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

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

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

E. By appropriate written agreement, the Bidder shall require each Subcontractor, to the
extent of the Project to be performed by the Subcontractor, to be bound to the Bidder by
the terms of the Agreement, and to assume toward the Bidder all the obligations and
responsibilities, including the responsibility for safety of the Subcontractor's work on the
Project, which the Bidder, by this Agreement, assumes toward the County. Each
subcontract agreement shall preserve and protect the rights of the County under the
Agreement with respect to the work to be performed on the Project by the Subcontractor
so that subcontracting thereof will not prejudice such rights. Where appropriate, the
Bidder shall require each Subcontractor to enter into similar agreements with Sub-
Subcontractors. The Bidder shall make available to each proposed Subcontractor, prior
to the execution of the subcontract agreement, a copy of the Agreement. All
subcontracts shall be in writing and shall provide that all work to be performed there
under shall be performed in accordance with the terms of the Agreement.

F. The subcontracting of any part of the work will in no way relieve the Bidder of his or her
responsibility under the Agreement.

31. Prevailing Wage: This Agreement calls for the construction, demolition, maintenance and/or
repair of a “public work” as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 et
seq. (“the Wage Act”). Such work shall be covered under the Wage Act. The Wage Act
requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the “prevailing rate of wages” (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor’s website at: http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/prevailing-wage-rates.aspx. The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department’s web site for revisions to prevailing wage rates. All contractors and subcontractors rendering services under this Agreement must comply with all requirements of the Wage Act, including, but not limited to, all wage, notice and record-keeping duties.

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

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

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

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

36. **Payment:** In consideration for Bidder providing the services, to the satisfaction of the County, as set forth in this Agreement, the County agrees to pay Bidder the total LUMP SUM amount of $18,000. The Contract will be awarded on a Lump Sum basis; however, the
County reserves the right to add or subtract work from the contract based on the unit prices submitted in the Bid Form - Attachment C. Bidder will be compensated for its work on the Project upon full completion of the Project. With requests for payment, the Bidder shall furnish the County and KCPBZ with waivers of lien for all subcontractors or material suppliers involved with the construction of this project. Once Bidder has completed all work and shown that there are no liens from Bidder and subcontractors or any material suppliers, then Bidder will be entitled to compensation from the County.

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

IN WITNESS WHEREOF, the parties hereto caused this Agreement to be executed this ______ day of ______, 2014.

<table>
<thead>
<tr>
<th>CONTRACTOR:</th>
<th>KENDALL COUNTY, ILLINOIS</th>
</tr>
</thead>
<tbody>
<tr>
<td>BY:</td>
<td>BY:</td>
</tr>
<tr>
<td>NAME: Fred Davis</td>
<td>NAME: John Shaw</td>
</tr>
<tr>
<td>TITLE: President</td>
<td>TITLE: Kendall County Board Chairman</td>
</tr>
</tbody>
</table>
ATTACHMENT B

LUMP SUM PROPOSAL FORM

KENDALL COUNTY PLANNING, BUILDING & ZONING DEPARTMENT
FIELDS OF FARM COLONY DRAINAGE SYSTEM LANDSCAPE MAINTENANCE

PROPOSAL SUBMITTED BY: Fred Davis
Address: 6139 Ctenum Fca, Rd.
           Yorkville IL, 60560
           Phone (630) 417-9396

The undersigned hereby agrees to perform all maintenance activities as defined herein and, and under the terms and conditions set forth herein. The undersigned understand the County may award any single or combination of alternatives to the contractor which is in the best interest of the County to complete the work.

Signature of Bidder

President

Date 10/10/14
ATTACHMENT C

ALTERNATE 5 (CHANNEL MAINTENANCE NORTH OF FIELDS DRIVE)

Maintenance activities shall include in stream clearing and flush cut tree removal of all tree, shrub which obstructs channel flow. Removal of dead trees and partially dead trees along the bank shall also be included. Clearing and grubbing from the channel to the east to the aggregate trail is also part of this work. Native grass restoration between the trail and the channel is proposed as depicted on the attached exhibit. The area is approximately 750 feet long by 25 feet wide. The determination of the property boundary relative to the channel shall be determined prior to any work. This item also includes removal of remnant existing silt fence.

SCHEDULE OF PRICES - LUMP SUM ALTERNATE 5 (CHANNEL MAINTENANCE NORTH OF FIELDS DRIVE)

<table>
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<tr>
<th>ITEM NO.</th>
<th>PAY ITEM</th>
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<th>QUANTITY</th>
<th>UNIT PRICE ($</th>
<th>TOTAL ($)</th>
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<tbody>
<tr>
<td>1</td>
<td>CLEARING AND GRUBBING</td>
<td>LS</td>
<td>100</td>
<td></td>
<td>9,000</td>
</tr>
<tr>
<td>4</td>
<td>IN STREAM MAINTENANCE AND FLUSH CUT TREE REMOVAL</td>
<td>LS</td>
<td></td>
<td></td>
<td>9,000</td>
</tr>
<tr>
<td></td>
<td>TOTAL ALTERNATE 5 AS A LUMP SUM</td>
<td></td>
<td></td>
<td></td>
<td>$18,000</td>
</tr>
</tbody>
</table>
SP-1 EXISTING TRAIL PROTECTION & VEGETATION RESTORATION

Description of Work. The CONTRACTOR shall utilize the existing aggregate trail for access to work areas. The CONTRACTOR shall take all necessary precautions when utilizing or working on and near the existing aggregate trail, roadway within and adjacent to the project limits to protect these areas from damage.

The contractor is required to document existing conditions with photographs or video records prior to work activities. Disputes regarding existing defects versus "damage" will rely solely on the availability and clarity of existing conditions documentation provided by the CONTRACTOR. If documentation does not support evidence of an existing condition it will be assumed the defect is a result of CONTRACTOR activities and shall be the CONTRACTOR'S responsibility to repair.

All damage and disturbed areas shall be restored to conditions prior to work activities. All work and material necessary to repair any existing pavement, aggregate path or vegetation damaged due to work activities shall be incidental to this contract and at the CONTRACTOR'S expense with no extra compensation being allowed. All repair materials (aggregate, seed, etc.) shall be approved by the ENGINEER prior to placement.

Method of Measurement. This item of work shall not be measured.

Basis of Payment. The cost of EXISTING TRAIL PROTECTION & VEGETATION RESTORATION shall be incidental to the contract price.

SP-2 UTILITY PROTECTION

Description of Work. Prior to commencing work, the CONTRACTOR, at his own expense shall determine exact locations of existing utilities which are within the proposed project limits.

The CONTRACTOR is responsible for notifying the utility companies of his intention to begin work. The CONTRACTOR shall also call J.U.L.I.E. at 1-800-892-0123 to mark the location of underground utilities (48 hours prior to commencing the work). CONTRACTOR shall notify all potentially impacted utility companies prior to commencement of work and immediately notify OWNER and/or ENGINEER of any potential conflicts.

The CONTRACTOR shall take the necessary precautions when working near or above existing utilities to protect these utilities from any damage resulting from his operations. All work and material necessary to repair any existing utilities damaged due to non-compliance with this provision shall be provided, as directed by the ENGINEER, in accordance with applicable sections of Division 100 and Division 500 of the Standard Specifications for Road and Bridge Construction, at the CONTRACTOR'S expense with no extra compensation being allowed. All repairs shall be completed with the least possible delay to the existing utility. Should CONTRACTOR disturb, discount, or damage any utility or any structure, all expenses of whatever nature arising from such disturbance or the replacement and/or repair thereof shall be borne by CONTRACTOR, including any expenses associated with a project delay.
The CONTRACTOR shall utilize a joint meet that includes the COUNTY and the ENGINEER. The requirements to satisfy the conditions stated herein shall be considered as included in the contract prices and no extra compensation will be allowed.

Method of Measurement. This item of work shall not be measured.

Basis of Payment. The cost of utility protection shall be incidental to the contract price.

SP-3 SITE ACCESS & STREET CLEANING

Description of Work. Construction traffic access to work areas should be limited to the existing aggregate trail from Fields Drive. Additional or alternative access locations shall be determined in the pre-construction on-site meeting and will require approval of COUNTY.

The CONTRACTOR shall not park any vehicles or block traffic on the public roadway and shall provide appropriate Illinois Department of Transportation (IDOT) and/or Oswego Township signage for vehicles leaving and entering the site. All public roadways shall be kept clean of any debris from site work and all posted weight limits are to be respected.

Street cleaning shall be provided as necessary and shall be in accordance with Article 107.15 of the Standard Specification for Road and Bridge Construction. Equipment to be used for street cleaning shall include a mechanized street sweeper or approved equal by the ENGINEER to clean debris, dirt, and mud as a direct result from the construction.

If the CONTRACTOR fails to clean the pavement adjacent to the section under construction to the satisfaction of the ENGINEER at any time during the contract, the ENGINEER will notify the CONTRACTOR at which time the CONTRACTOR will have 4 hours to respond. If the CONTRACTOR fails to respond within 4 hours, an amount of $500.00 per incident will be deducted from any monies due the CONTRACTOR.

Method of Measurement. This item of work shall not be measured.

Basis of Payment. The cost of all SITE ACCESS & STREET CLEANING shall be incidental to the contract price.

SP-4 IN-STREAM MAINTENANCE & FLUSH CUT TREE REMOVAL

Description of Work. This work shall be performed in accordance with the applicable portions of Section 201 of the Standard Specifications for Road and Bridge Construction, except as modified herein.

In-stream maintenance will include the removal of in-stream debris and flow obstructions as directed by the COUNTY or ENGINEER. In-stream maintenance work identified generally includes removal or trimming/pruning of brush, trees and saplings less than 6 inches in diameter, removal of dead and downed trees, removal of debris and flush cut tree removal. All woody material generated from In-Stream Maintenance work shall require removal and disposal governed under the specification SP-11 DISPOSAL OF MATERIALS.
Flush cut tree removal shall consist of cutting trees (all sizes) which obstruct the primary flow in the channel. Trees identified as obstructions shall be removed by cutting the tree flush with the ground/channel bank surface or as close to the existing stump as possible and material disposed of as described in SP-11 DISPOSAL OF MATERIALS. The general locations of trees to be flush cut and removed are indicated on the attached Exhibit 1. Trees on the top of bank shall remain and be protected.

All flush cut tree removal will be confined to the top of banks unless otherwise approved by COUNTY or ENGINEER. The CONTRACTOR must remove all woody material that was cut before leaving the site. No woody material will be allowed to remain in or along the stream overnight unless approved by COUNTY or ENGINEER. If removal of a specific tree is in question, it is the responsibility of the CONTRACTOR to confirm with the COUNTY or ENGINEER what needs to be done prior to any cutting of a tree. Where the top of bank is not readily discernible, no cutting of trees will commence until the COUNTY or ENGINEER is notified and defines where the top of bank is located.

Sites designated for In-Stream Maintenance & Flush Cut Tree Removal shall be reviewed at the Pre-Construction meeting to verify extent of work. CONTRACTORS are encouraged to visit the site of the proposed work, before proposing, to thoroughly familiarize themselves with all existing conditions under which the In-Stream Maintenance is to be performed, and acquaint themselves with, soil conditions, overhead and underground utilities, accessibility and any other discernible conditions which may affect the work. Failure to take this precaution will not relieve the CONTRACTOR from any obligations to comply strictly and fully with the terms of this provision and no allowances will be made for the failure of the CONTRACTOR to correctly estimate the nature and quantities of materials which are to be provided, moved or removed under this provision.

Due to sensitive ecological conditions, In-Stream Maintenance & Flush Cut Tree Removal shall be performed with chainsaws and/or hand operated clearing saws only. All other operator mechanized equipment applicable for cutting trees and shrubs requires approval by COUNTY or ENGINEER.

No grading, excavation, sediment removal is anticipated or allowed as part of this work. Channel bed and banks shall remain unchanged as part of this project.

**Dead and Downed Trees/Wood.** All dead and downed trees/wood should be removed from the project area, unless designated by the COUNTY or ENGINEER. Any dead wood at base of native trees and shrubs should be carefully removed. This dead and downed wood shall be removed and disposed of as described above.

**Site Conditions.** Care shall be taken to avoid damage to the aggregate trail, soil surface, seedbank, and root zone within the project limits. Unsatisfactory conditions which may cause the COUNTY or ENGINEER to suspend work may include unstable surface conditions caused by temperature, weather, and precipitation. Disturbance of the ground surface will be limited to the access routes.

**Site Hazards.** The CONTRACTOR is responsible for determining site hazards and shall take necessary steps to ensure a safe work environment.
Stump Height. Target species will be cut at ground level or as near as possible allowing for chainsaw operations. Downed logs, bushes, grass, or other vegetation shall be removed from the base of the target species to allow clean horizontal cuts.

Motorized Equipment. The only motorized equipment allowed within the project boundaries will be a rubber tracked skid steer for moving brush; and all-terrain vehicles to assist with the transport of equipment. Skid steers shall weigh 12,000 pounds or less with attachments, and operate at 3.5 pounds per square inch (psi) or less. The ENGINEER may suspend use of this equipment if damage to the project are evident. All other vehicles and heavy equipment are prohibited from entering the project clearing area.

Protection of Existing Plants. It is the responsibility of the CONTRACTOR to only remove the trees obstructing flow, debris, etc. as indicated on Exhibit 1 or as directed by the COUNTY or ENGINEER. Protection of existing plant material shall consist of directing work activity away from trees and shrubs to remain within the limits of the project. Care shall be taken not to damage trees designated to remain within the limits of maintenance. The replacement cost of trees and shrubs damaged by the CONTRACTOR, which are not included in this item of work, will be deducted from the contract amount owed to the CONTRACTOR by the OWNER. If during inspection by the COUNTY or ENGINEER, there is found to be excessive negative impact to native species or damage as a result of the CONTRACTOR’S work, the CONTRACTOR shall be required to implement an COUNTY approved restoration plan at the CONTRACTOR’s expense.

Method of Measurement. IN-STREAM MAINTENANCE & FLUSH CUT TREE REMOVAL shall be measured as a LUMP SUM for each area and Alternate identified.

Basis of Payment. This work shall be inspected after completed and paid for on a LUMP SUM basis per each area for IN-STREAM MAINTENANCE & FLUSH CUT TREE REMOVAL. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the Work as specified.

SP-5 SELECTIVE HERBICIDE APPLICATION

Description of work. This work involves the application of a herbicide, known by the common name Triclopyr, to flush cut stumps described in SP-4. To control re-sprouting of cut stumps, CONTRACTOR shall mix 3 gallons of Triclopyr, e.g., Garlon4 Ultra or Element 4, in enough basal oil to make 15 gallons of spray mixture. Apply with a backpack sprayer using low pressure and a solid cone or flat fan nozzle. Spray the root collar area, sides of the stump, and the outer portion of the cut surface including the cambium until thoroughly wet, but not to the point of runoff. Apply herbicide to all stems/stumps of a multiple stem plant. No other method of herbicide application will be allowed without prior written approval from the COUNTY of ENGINEER.

All herbicide applicators and operators must have the skills necessary to identify native and invasive plants, shrubs and trees. Care must be taken by the CONTRACTOR to only apply herbicide to the targeted stumps and to avoid native species.
CONTRACTOR shall supply copies of valid Illinois herbicide applicator and operator licenses before beginning any work. A copy of each commercial herbicide license, and a corresponding valid driver's license or Illinois identification card with photo identification for each worker must be maintained on site at all times for the duration of the project. CONTRACTOR must have a licensed herbicide applicator in daily contact with the herbicide operator(s).

All materials and methods used shall meet or exceed applicable federal, state, county and local laws and regulations. The use of any herbicide shall follow directions given on the herbicide label. In case of a discrepancy between these Specifications and the herbicide label, the label shall prevail.

MSDS Requirements: Herbicide applicators shall have on premises at all times the appropriate herbicide labels and Material Safety Data Sheets (MSDS) for the chemicals being applied.

Personal Protective Equipment (PPE): Herbicide applicators and operators should use all applicable and standard personal protective equipment during this work.

Method of Measurement. SELECTIVE HERBICIDE APPLICATION will not be measured and shall be paid on a LUMP SUM basis.

Basis of Payment. This work will be paid for on a LUMP SUM basis for SELECTIVE HERBICIDE APPLICATION.

SP-6 DISPOSAL OF MATERIALS

Description of Work. All materials to be removed must be properly disposed of prior to receiving payment. CONTRACTOR will be responsible for acquiring all the necessary permits needed to properly dispose of these materials legally and in an environmentally safe manner. Materials may include but not be limited to the following:

- Trees and/or brush or woody debris. Note, all Ash (Fraxinus spp.) tree species identified as infected with Emerald Ash Borer shall be properly disposed of by transport to an appropriate 'Green Waste Facility' certified to dispose of Emerald Ash Borer wood.
- Exposed and/or buried trash
- Unsuitable soil/subgrade material
- Hazardous waste generated on site

CONTRACTOR is also responsible to safely dispose of all material when hauling the material. Haul trucks must be covered or closed during transportation of material. CONTRACTOR will be responsible for keeping all roads clear of fallen debris and mud.

Method of Measurement. This item shall not be measured and is considered incidental to the project.

Basis of Payment. Payment for DISPOSAL OF MATERIALS shall be incidental to the project and will not be paid for separately.
SP-7 TEMPORARY STOCKPILE SITES

Description of Work. If CONTRACTOR determines temporary stockpile space is necessary; the CONTRACTOR must obtain approval for the proposed location of the temporary stockpile from COUNTY and/or ENGINEER. Stockpiles shall not remain longer than 7 days.

Method of Measurement. This item shall not be measured and is considered incidental to the project.

Basis of Payment. Payment for TEMPORARY STOCKPILE SITES shall be incidental to the contract price.

SP-11 CLEARING AND GRUBBING

Description of Work. This item shall consist of tree, shrub and vegetation removal such that turf grass or native grass seed mix can be placed and protected. All work shall conform to Section 201 of the Standard Specifications for Road and Bridge Construction unless identified otherwise herein. This work shall also consist of topsoil preparation for successful planting of seed. It is not anticipated any topsoil will be required to complete this work. All materials shall be lawfully removed as part of this item.

This item also includes removal of an abandoned or remnant silt fence material or posts within or adjacent to the work area.

Method of Measurement. CLEARING AND GRUBBING shall be measured as a LUMP SUM for each area and Alternate identified.

Basis of Payment. This work shall be inspected after completed and paid for on a LUMP SUM basis per each area for CLEARING AND GRUBBING. Payment shall constitute full compensation for all materials, labor, equipment and incidentals necessary to complete the Work as specified.
Kendall County Planning, Buildings and Zoning

<table>
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<th>Item</th>
<th>Description</th>
<th>Plant Size</th>
<th>Qty</th>
<th>Cost Per</th>
<th>Total</th>
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<tbody>
<tr>
<td>Clean-up</td>
<td>This EST applies to sections one and two in art. 5. Sec 2 and 4 will be Bob's/ Home owners association's responsibility.</td>
<td>1</td>
<td>18,000.00</td>
<td>18,000.00</td>
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<tr>
<td>Estimate Only</td>
<td>ESTIMATE ONLY! These prices are for a package deal. Price will differ if project is not done in full.</td>
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Terms | Due Date | Site Address          | Total |
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<tr>
<td></td>
<td>Due on receipt</td>
<td>Fields of Farm Colony</td>
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TERMS: Payable in full in U.S. dollars upon receipt of invoice. A service charge of 1.5% per month (subject to a $30.00 minimum) will be assessed on any amount more than 30 days past due. Purchaser also agrees to pay any expenses, including, but not limited to, reasonable attorney's fees, court costs and other miscellaneous costs of collection, incurred by 4 Seasons Landscaping Plus, Inc. to collect any amounts due from purchaser.

A 50% down payment is required upon signing contract.

Signature
KENDALL COUNTY, ILLINOIS
Public Safety Committee
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, August 11, 2014
Meeting Minutes

Call to Order and Pledge Allegiance  Vice Chair Elizabeth Flowers called the meeting to order at 10:00 a.m. and led the Pledge of Allegiance.

Roll Call
Committee Members Present: Judy Gilmour - here, Amy Cesich - here, Elizabeth Flowers - present, Scott Gryder - here

Committee Members Absent: Matthew Prochaska

Others Present: Commander Joe Gillespie, Chief Deputy Scott Koster, Sheriff Richard Randall, Jim Smiley

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

Public Comment - none

Ken Com Report – As submitted

Coroner’s Report – As submitted

EMA Report – Director Gillespie reported the following for the month of July:

07/07  Attended KC Exercise Planning Meeting with the KC Health Department
07/15  KCEMA Monthly Meeting
07/22  Attended Exelon Meeting in Mazon
07/24  Attended KC Hazard Analysis Meeting
07/24-27 Unified Command Post present at Sugar Grove Corn Boil

Director Gillespie reported that he continues planning for Kendall County Public Information Officer Summit to be held in late September at the Courthouse. This will be the first time for this group to meet in Kendall County.

Siren, STARCOM and WSPY EAS testing was conducted on the first Tuesday morning of the month.
Corrections Division – Sheriff Randall provided the statistics for the month of July: 304 new intake bookings on a total of 465 charges. The division released 347 inmates on 506 charges. 100 inmates were held over from the previous month.

The Food Service management Section prepared 10,220 meals, with an average number of 330 meals served per day at a cost of $.96 per meal.

Sheriff Randall stated the Division conducted 23 visitation days with 293 inmates seeing visitors.

The Correction Division logged 3,604 miles during the month of July and transported 198 inmates. The medical staff saw a total of 296 inmates.

Sheriff Randall stated there were 30 video bond call days with 79 inmates. The Corrections Division housed 76 inmates for other jurisdictions within the month and billed $79,140 for 1319 days of confinement. The average daily population was 118.

Operations Division – Sheriff Randall stated that the reports were attached, of which the following statistics were included for the month of July: The Sheriff’s Office had 703 calls for service, 1226 officer initiated activities, 421 police reports, 7 felonies, 119 misdemeanors, and 61 warrants for a total of 187 arrests. There were 1089 traffic contacts, 612 traffic citations, 9 DUI arrests, 0 Zero Tolerance, 31 property damage accidents, 9 personal injury accidents, and 0 fatal accidents for a total of 40 accidents.

The Operations Division drove 64,372 miles in the month of July. Sheriff Randall stated that Auxiliary deputies logged 17 hours for the month of July. The total number of cases assigned for Investigations/COPS Activities were 17 and there are currently 64 open cases.

Support Services Division – Sheriff Randall stated that reports were attached and provided the statistics for the month of July as 166 papers served, 32 evictions scheduled, 10 cancelled and 22 completed, 29 Sheriff’s Sales, and 164 FOIA requests filled. There were 110 warrants issued for the month of July with 4 quashed, and 26 served.

The total fees received by the Support Services Division were $33,574.26 for the month of July 2014.

Court Security had 15,169 entries, 7,024 articles x-rayed, 47 bond calls, 27 arrests, and 90 articles of contraband refused. There were a total of 187.5 hours of training, 0 terminations, 1 resignation, and 0 new hires for the month of July.
Facilities – Jim Smiley reported that they replaced the UPS batteries in the main unit and the one downstairs, and there was an air conditioner replacement in the inmate holding area. Mr. Smiley said they will be doing parking lot repairs in the area in future weeks. The courthouse UPS batteries will be replaced this week as well.

Chief Koster reported that the company doing the engineering and design for the security system will be on site the week of September 8, 2014.

Old Business

New Business

- Approval of an Agreement between Illinois Fraternal Order of Police Labor Council, Kevin Deal, the Kendall County Sheriff and the County of Kendall for the withdrawal of the Illinois Fraternal Order of Police Labor Council’s July 9, 2014 Tax Deduction Grievance by the Union upon the rebate of $2,698.92 of 2013 FICA withholding to Kevin Deal – Member made a motion to forward the agreement to the County Board for approval, second by Member Cesich. Voice Vote Roll Call: Amy Cesich – yes, Judy Gilmour – yes, Scott Gryder – yes, Elizabeth Flowers – yes. With all in agreement, the motion passed.

- Discussion on changing monthly meeting time to 8:30 a.m. – There was consensus by the committee to start monthly meetings at 8:30 a.m. beginning with the September meeting.

Public Comment – None

Executive Session – Member Cesich made a motion to enter into Executive Session for the purpose of the appointment, employment, compensation, discipline, performance, or dismissal of specific employees of the public body or legal counsel for the public body, second by Member Gryder.

Committee Member Roll Call: Elizabeth Flowers – aye, Scott Gryder – yes, Judy Gilmour – yes, Amy Cesich - yes. With all in agreement, the committee entered into Executive Session at 10:24 a.m.

Others Present: Sheriff Randall, Chief Deputy Scott Koster and Commander Joe Gillespie

Member Gryder made a motion to return to Open Session, second by Member Cesich. With all in agreement, the committee reconvened in open session at 10:41 a.m.
Action Items for County Board

- Approval of an Agreement between Illinois Fraternal Order of Police Labor Council, Kevin Deal, the Kendall County Sheriff and the County of Kendall for the withdrawal of the Illinois Fraternal Order of Police Labor Council’s July 9, 2014 Tax Deduction Grievance by the Union upon the rebate of $2,698.92 of 2013 FICA withholding to Kevin Deal

- Approval of permanent monthly meeting time change to 8:30 a.m.

Public Comment - none

Adjournment – Member Cesich made a motion, second by Member Gryder to adjourn the Public Safety Committee meeting at 10:45 a.m. With all in agreement, the meeting adjourned.

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
KENDALL COUNTY, ILLINOIS
Public Safety Committee
County Office Building, Board Rooms 209-210
111 W. Fox Road, Yorkville IL
Monday, September 8, 2014
Meeting Minutes

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

Committee Members Present: Matthew Prochaska - here, Judy Gilmour - here, Scott Gryder - here, Amy Cesich (8:33 a.m.), Elizabeth Flowers (8:35 a.m.) With three members being present, a quorum was established.

Others Present: Commander Joe Gillespie, Chief Deputy Scott Koster, Coroner Ken Toftoy, Commander Brian Jahp

Approval of the Agenda - Member Gryder made a motion to approve the agenda with the amendment to move the Executive Session after the New Business section, second by Member Gilmour. With all in agreement, the amended agenda passed.

Approval of Minutes - Member Gryder made a motion to approve the August 11, 2014 meeting minutes, second by Member Gilmour. With all in agreement, the motion carried.

Public Comment - none

Ken Com Report - As submitted

Coroner's Report - Coroner Toftoy reviewed his report with the committee. Coroner Toftoy and Deputy Coroner Gutierrez attended the Illinois Coroner and Medical Examiner Annual Training Conference in Collinsville, IL in August 2014.

EMA Report - Director Gillespie reported the following for the month of August:

- UPC went to Montgomery, Oswego and Plainfield
- EMA continues planning for the Kendall County Exercise Drill on December 4, 2014
- EMA finished the Kendall County Emergency Management Plan and submitted it to the ?? for approval.
- PIO Disaster Training scheduled in conjunction with the KC Health Department on Tuesday, September 23, 2014 at the Courthouse Jury Room. Director Gillespie asked that all committee members attend if possible.

Director Gillespie reported that he renewed his Illinois Profession Emergency Manager (IPEM) certificate, and Tracy Page obtained her IPEM certificate as well.
Siren, STARCOM and WSPY EAS testing was conducted on the first Tuesday morning of the month.

Facilities Management – Jim Smiley reported that parking lot repairs were completed at the courthouse.

Facilities assisted with the

Sheriff

> Corrections Division  Chief Deputy Koster provided the statistics for the month of August: 356 new intake bookings on a total of 480 charges. The division released 346 inmates on 500 charges. 98 inmates were held over from the previous month.

The Food Service Management Section prepared 11,890 meals, with an average number of 384 meals served per day at a cost of $.93 per meal.

Chief Deputy Koster stated the Division conducted 21 visitation days with 320 inmates seeing visitors.

The Correction Division logged 3870 miles during the month of August and transported 97 inmates. The medical staff saw a total of 327 inmates.

Chief Deputy Koster stated there were 28 video bond call days with 81 inmates. The Corrections Division housed 123 inmates for other jurisdictions within the month and billed $115,980 for 1933 days of confinement. The average daily population was 139.

> Operations Division – Chief Deputy Koster stated that the reports were attached, of which the following statistics were included for the month of August: The Sheriff’s Office had 699 calls for service, 1,084 officer initiated activities, 583 police reports, 7 felonies, 147 misdemeanors, and 74 warrants for a total of 228 arrests. There were 1000 traffic contacts, 573 traffic citations, 7 DUI arrests, 0 Zero Tolerance, 32 property damage accidents, 14 personal injury accidents, and 1 fatal accident for a total of 47 accidents.

The Operations Division drove 62,185 miles in the month of August. Chief Deputy Koster stated that Auxiliary deputies logged 25 hours for the month of August. The total number of cases assigned for Investigations/COPS Activities were 36 and there are currently 68 open cases. Approximately 25.5 hours were spent on sex offender registration duties.

> Support Services Division – Chief Deputy Koster stated that reports were attached and provided the statistics for the month of August as 145 papers served, 40
evictions scheduled, 24 cancelled and 16 completed, 52 Sheriff’s Sales, and 110 FOIA requests filled. There were 126 warrants issued for the month of August with 1 quashed, and 36 served.

The total fees received by the Support Services Division were $43,375.39 for the month of August 2014.

Court Security had 14,530 entries, 6,067 articles x-rayed, 50 bond calls, 26 arrests, and 114 articles of contraband refused. There were a total of 984 hours of training, 0 terminations, 0 resignations, 0 new hires, 0 Squad Damage and 3 Workers Comp (one strained back with time lost, one chipped elbow with time lost, and one complaint of forearm soreness with medical only) for the month of August.

Chief Koster reported there was administrative and maintenance work completed on the x-ray machines in the courthouse. Chief Koster said there is an older unit that they are thinking of moving to the Public Safety Center for visitor admission to inmates.

Old Business - none

New Business

- Approval of Memorandum of Understanding between the Kendall County Sheriff, Kendall County and Mutual Ground, Inc. to provide service to victims of sexual assault who are in the custody of the Kendall County Jail at a cost of zero dollars – Chief Koster informed the committee that this is a requirement under the Prison Rape Elimination Act, that Corrections provide this service. There is no cost to the Sheriff’s Office, since Mutual Ground provides this service at no cost.

Member Gilmour made a motion to forward the item to the County Board for approval, second by Member Flowers. With all in agreement, the motion carried.

- Modification of the Intergovernmental Agreement between the County of DuPage and the County of Kendall for the additional housing of prisoners – Chief Koster said that this is also a result of the Prison Rape Elimination Act, and said that the County of DuPage requested to amend the agreement, so that Kendall County is in compliance with the national standards that are imposed under the Prison Rape Elimination Act, ensuring care according to the Prison Rape Elimination Act, of any DuPage prisoners that come to Kendall County for housing.

Member Flowers made a motion to forward to the County Board for approval, second by Member Gilmour. With all in agreement, the motion carried.
Public Comment – None

Executive Session – Member Prochaska made a motion to enter into Executive Session for the purpose for the purpose of discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06; second by Member Gryder.

Roll Call: Member Gilmour – yes, Member Gryder – yes, Member Cesich – yes, Member Flowers – aye. With all in agreement, the committee entered into Executive Session at 8:50 a.m.

Others Present: Chief Deputy Koster, Chief Deputy Scott Koster, Commander Joe Gillespie, Commander Brian Jahp, Jim Smiley

Member made a motion to return to Open Session, second by Member. With all in agreement, the committee reconvened in open session at 8:54 a.m.

Action Items for County Board

- Approval of Memorandum of Understanding between the Kendall County Sheriff, Kendall County and Mutual Ground, Inc. to provide service to victims of sexual assault who are in the custody of the Kendall County Jail at a cost of zero dollars

- Modification of the Intergovernmental Agreement between the County of DuPage and the County of Kendall for the additional housing of prisoners

Public Comment – None

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

Respectfully Submitted,

Valarie McClain
Administrative Assistant/Recording Secretary
Administrative Services/County Board
The committee meeting convened at 4:00 P.M. with roll call of committee members. Quorum established with all members present.

Motion Gryder; second Gilmour to approve the agenda as presented. Motion carried unanimously.

Motion Gilmour; second Gryder to approve the Highway Committee Minutes from the September 9, 2014 meeting. Motion carried unanimously.

Representatives from Speedway, LLC made a presentation to the Committee related to a proposed gas station at the intersection of Ill. Rte. 47 and Galena Road. Speedway would like to place a right in / right out access on Galena Road approximately 430’ from Route 47 and a full access approximately 630’ from Route 47. Galena Road is classified as an Access 2 County Highway, requiring 1/4-mile spacing for private access and 1/3-mile spacing for public streets. So the proposed spacing is significantly less than that required by the ordinance. The petitioner discussed the tax benefits to local governments by putting in a station and stressed the need for full access on Galena and right in / right out accesses on both Galena and Route 47 to make the site desirable to customers. They were aware of the proposal to widen Route 47 to a multi-lane roadway in the near future, which would reduce the access spacing even more than the current proposal. Koukol asked about parking of large trucks, and the petitioner stated that overnight parking of trucks would not be allowed. Petitioner estimated that they would serve an average of 6 trucks per hour. Gryder established that there could be traffic backed up to the intersection if eastbound vehicles were trying to make a left turn into the station. The petitioner stated that they were willing to install a left turn lane into the station off Galena Road. Klaas indicated that he had concerns about the ability to install turns lanes into the site because the distance is too close to Route 47. He also had concerns about the consequences to the parcel south of Galena Road when placing the full access so close to Route 47, as it might negatively affect development of that site. It would also create additional access issues in the area between this site and Rosenwinkel Drive to the east. Werhli asked about the north/south street heading to the north as well as the detention that would be provided. The petitioner indicated that they would stub the street to the north. They also indicated that the detention they built would only be for the 5 acres they were developing. The Committee compared this site to the BP station at the intersection of Orchard Road and Route 34 in Oswego. After further discussion, it was the consensus of the
Committee to have the petitioner continue in their due diligence work, especially related to the parcel south of Galena Road and whether the access proposed would be compatible with them.

The Committee discussed issues on Ill. Route 126 in the area of Ridge Road. They reviewed an email from IDOT that indicated the existing west leg of Ridge Road would have the 3-way stop condition removed now that the County is improving the east leg as a 4-way intersection. They plan to remove the stop signs on Route 126, remove the flashing lights, and resurface the entire intersection. IDOT did not want to perform a speed study now, since the east leg intersection is under construction, and considering they plan to take out the 3-way stop.

Fountainview Development immediately to the north of the Highway Department owes the County $60,000 for right-of-way donations and miscellaneous other considerations; however, the development went bankrupt and the property is now owned by the bank. The bank wanted to settle the matter by paying the County $30,000. The Committee was unwilling to accept this offer and directed the County Engineer to notify the bank that $30,000 was unacceptable. Cesich asked if any liens had been placed on the property. Klaas indicated that the County had not yet placed a lien against the property.

The County Engineer asked the Committee if they would like to send a letter to IDOT requesting that IDOT include funding for the Eldamain Extension in their 5-year plan, utilizing some of the leftover Prairie Parkway monies. Cesich confirmed that this is the same pot of money that was used to improve Route 47 between Yorkville and Morris. Gilmour also confirmed that this is the same pot of money that the County had requested be spent on Route 47 between Yorkville and Sugar Grove. Koukol thought that the County should definitely send the letter. The Committee agreed and directed the County Engineer to draft a letter for the County Board.

A Release and Hold Harmless Agreement relating to sign installations by the Village of Oswego was reviewed and approved by the Committee.

After several questions about specific bills, motion Konkol; second Wherli to forward Highway Department bills for the month of October in the amount of $1,105,316.37 to the Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 5:18 P.M.

Respectfully submitted,

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

ACTION ITEM

1. Letter to Illinois Department of Transportation requesting inclusion of funding for the Eldamain Road Extension in the State’s Multi-Year Plan.
October 21, 2014

Paul A. Loete, P.E.
Deputy Director of Highways
700 E. Norris Drive
Ottawa, IL 61350

RE: IDOT Multi-Year Plan

Dear Mr. Loete:

The Kendall County Board has reviewed IDOT’s Multi-Modal, Multi-Year Program (MYP): Transforming Transportation for Tomorrow, and considered its affects on the local and regional transportation system. After careful consideration of how the Program will affect the mobility of users, not only in Kendall County, but in the Northeast Illinois Region, we respectfully request that the Department consider inclusion of the Eldamain Road Extension Project, from Illinois Route 71 to U.S. Route 34, in the Program.

Eldamain Road Extension, including a bridge over the Fox River, is generally regarded as the single most important transportation project in Kendall County’s Multi-Year Plan, although it continues to remain unfunded for construction. The project solves many of the same mobility issues that the Prairie Parkway Bridge over the Fox River was attempting to solve when funding for the Parkway was redirected; but at a minute fraction of the cost. It is our understanding that there remains approximately $40 million of unobligated Prairie Parkway monies that could possibly be utilized for this important local project. It is also our belief that the Eldamain Road Extension meets the spirit of FHWA’s determination that Parkway monies could be used on an Interstate 80 to Interstate 88 North-South Connector.

For these reasons, the Kendall County Board urges the Department to consider including the Eldamain Road Extension Project in IDOT’s current Multi-Year Program utilizing unobligated Prairie Parkway monies. We would be happy to continue discussing this possibility with you at any time.

Sincerely,

John A. Shaw
Kendall County Board Chairman
CALL TO ORDER

Chairman Koukol called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:32 p.m.

1) Roll Call – Chairman Koukol called roll call for attendance. Present were Chairman Koukol, Vice-Chair Gilmour, Member Wehrli & Member Prochaska. Member Cullick had an excused absence. Enough members were present to form a quorum of the committee. Facilities Management Director Smiley was also present.

2) Approval of the August meeting minutes – Vice-Chair Gilmour made a motion to approve the August meeting minutes. Member Wehrli 2nd the motion. All members voted aye via voice vote. Motion approved.

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

OLD BUSINESS/PROJECTS

1) County Office Building (COB) Roof and Systems Update
   • All punch list items have been completed. CMI needs to turn over as built drawings, spare parts, certification that all equipment has been registered with the manufacturers for warranty purposes and five year compressor warranties & O&M manuals.

2) Circuit Clerk Office Remodeling
   • Project is complete with the exception of office signs that have been ordered.

3) Public Safety Center (PSC) Jail Holding Area A/C Replacement
   • The unit was replaced in August. The total cost of the replacement was $13,683.00.

4) UPS Systems Battery Replacements
   • Batteries were replaced in all UPS units at all facilities on August 7 and August 26. Budgeted amount was $30,000.00 and the total cost ended up being $30,682.91. Project complete.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   • Report on last month’s activities.

   Report from meeting
   Chairman Koukol made all members aware of the work our new Fox St. technician is doing to restore the wooden chairs in the Historic Courtroom at the Historic Courthouse. Due to the damage on the chairs we are recommending the room be locked when no activity is planned for the courtroom.

2) Public Safety Center & Courthouse Security Systems review with R&N
   • Jim met with R&N personnel and D.C. Gillespie for two days going over all of the systems and issues at each facility. A wrap up meeting was held with Sheriff’s PSC & CH command staff.
   • R&N plans to get a written document together detailing their findings. This document will be presented to the Sheriff’s command staff, which will then be shared with everyone.
   • Project complete.

3) Housing Authority Comcast Line
   • Jim was contacted by the Housing Authority about adding a data circuit to the Health facility for their computer system, since they are not on our network. Chairman Koukol asked Jim to check with the State’s Attorney’s office to see how to handle this since the Health department leases the facility from the county. Leslie said that we can allow this and we can either run the cabling or supervise the installation. So, Jim set it up with the Housing Authorities data manager who contracted with Comcast. KCFM staff assisted Comcast to get the wiring down into the office.
   • Project complete.
4) Court Admin. Wireless Phone
   • Nicole Swiss asked Jim if he could come up with a phone that she could while traveling through the courthouse. Jim found a phone that could utilize the wireless data network. However the Technology Director said he would not support this on the data network. So, Jim found another phone that uses repeaters, much like a cell phone call is passed from cell to cell while traveling.
   • Jim had the phone setup and Nicole is testing it now.

5) Historic Courthouse Window Replacements
   • Jim called several companies and got one to come out and price the window replacements. Due to the complexity of the design the windows are custom made and have long lead times to get built.
   • So, the windows are very expensive to replace. Jim also asked Member Wehrli if there was a specific standard the windows needed to meet. Jeff asked Jim to prepare a memo of what was planned to be done so that he could present it at the Historic Preservation Commission (HPC) meeting. Although the facility was not redone years ago to national preservation standards HPC prepared a memo to Jim with the type of windows they would like to see. The memo also gave a list of several other companies that do this type of work. HPC also offered their help in securing grants to cover additional replacements of the windows. Jim plans to go forward with the replacement of two of the windows on the South side of the facility with money budgeted for this year. Then Jim will plan to work with HPC and others to secure grant money for additional replacements.

Report from meeting
Director Smiley explained that windows for a facility like this are very hard to source replacements for or to get restored. Jim said he could only find one company in the area to look at the job and that he had prices to replace a couple of the windows. Due to the end of the budget year approaching Jim said he would need to go forward with this company or possibly ask the Finance Committee if the funding could be carried into 2015. Members felt Jim should contact the companies that were recommended by the Historic Preservation Commission. Chairman Koukol said he would work closely with Jim on this project.

6) Probation Dept. Lobbies Window Request
   • Due to the difference in air pressure between the lobbies and the reception areas, the receptionist have been experiencing air blowing in through the openings for the lobbies. Jim contacted a glass company and they suggested a sliding window be installed on the openings so the receptionists could still transfer paperwork back and forth.
   • Probation accepted the plan and the windows have been ordered.

7) Coroner Card Access System Request
   • Ken Toftoy asked Jim if he could get prices to add card access to two to four of his office doors. He has some funding available in his budget to possibly cover this project. Jim received prices from two of the three vendors he contacted for the work. Prices were submitted to Ken to review.
   • Jim will be going over the quotes soon with Ken to determine if he wants to proceed with the project.

8) PSC Jail Duct Cleaning
   • Jim arranged duct cleaning of the “A” pod area in the jail. The work is scheduled for October 15 & 16 if needed.

9) PSC Kitchen Ansul System Inspection
   • The annual inspection was completed on September 23td. The system was found to be operating properly. Project complete.

10) CH Elevator PM and Annual Pressure Testing
    • The state mandated annual pressure testing and PM for the CH addition was completed on September 25th and 26th. All new elevators were found to be operating correctly. Project complete.

11) PSC, CH & HHS Annual Roof Maintenance
    • Jim went over the roofs with a vendor and KCFM staff to determine areas that needed to be repaired to maintain the integrity of the roof systems.
    • Repair work will be done in the next month and should be complete by the next FM Committee meeting in November.
NEW BUSINESS/PROJECTS CONTINUED

12) Government Center Campus Facilities Masonry Maintenance
   - Several areas of the KCFM facility, PSC and Courthouse need to be tuck pointed and or re-caulked. Jim met with a potential vendor and KCFM staff to review the areas needing work to be done. Jim is waiting for the quote to be received, to be reviewed and potentially to be completed before the upcoming winter season.

13) Cleaner Living Services Contract Extension Request
   - Our current vendor agreed to postpone scheduled increases again in order to allow Jim to keep the KCFM at the lowest amount possible. Cleaner Living is asking if the county would consider extending their contract as has been done in the past; for one more year in return for this concession on pricing increases due in the contract this upcoming year.

Report from meeting
Member Wehrli was concerned about having the contract bid out again, unless the contract allowed for another extension. Jim said he would check the verbiage of the contract and advise the committee on whether it had extension language in it for another extension.

14) COB Security System Improvements
   - Jim met with a vendor to go over the lobbies in GIS/Mapping and County Clerk’s departments, to price gates like were added in other departments earlier this year. After meeting with the vendor Technology Director Laken sent Jim an email saying they would like to leave their department as is. Stan said the staff would like to see about adding an electronic lock on the main door instead.
   - Jim has also met with a couple of potential vendors to add remotely lockable door handles to each department and to improve or replace the video server system and to add additions to the panic alarm system. Jim will be reviewing the quotes when they arrive and will go over the plans with each department before going forward with the completion of this project.

15) COB ADA Improvements
   - Jim has received pricing from two vendors to add electric operators to the North hallway doors on each floor and for the two bathrooms on the 2nd floor. KCFM staff will need to run 110volt power wiring to the operators and low voltage wiring to the associated door strikes. Jim is reviewing the quotes and plans to get the work started before the next FM Committee meeting in November.

16) Kendall Area Transit Wireless Headset Request
   - Paul LaLonde asked Jim if he could get pricing for three wireless headsets for his staff. Paul agreed to purchase the units and to have KCFM staff install them. The units were installed on October 3rd. Project complete.

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT
   - Chairman Koukol asked for a motion to adjourn the meeting. Member Prochaska made a motion to close the meeting at 4:15 p.m. Vice-Chair Gilmour 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Koukol at 4:15 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The Budget and Finance Committee was called to order by Chair John Purcell at 1:07 p.m.

Committee Members Present: John Purcell - present, Judy Gilmour - here, Matt Prochaska - here, (Member Prochaska left the meeting at 2:15 p.m.), Amy Cesich (1:09 p.m.), and Elizabeth Flowers (1:18 p.m.)

Committee Members Absent: None

Others Present: Latrese Caldwell (1:14 p.m.), Bob Jones, Jim Smiley, Jeff Wilkins (1:14 p.m.)

Department Head and Elected Official Comments

Items of Business

- FY15 Budget – John Purcell reviewed proposed budget cuts with the committee, and asked for input. Discussion followed on the fund balance, levies, tax revenue,

Old Business - None

Items for Committee of the Whole - None

Action Items for County Board - None

Public Comment - None

Questions from the Media - None

Executive Session – None Needed

Adjournment – Member Flowers made a motion to adjourn the Budget and Finance Committee meeting, second by Member Cesich. With all in agreement, the meeting adjourned at 2:41 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 Chair John Shaw at 2:00 p.m., who led the group in the Pledge of Allegiance.

Roll Call

Board Members Present: Matt Prochaska - here, John Purcell - present, John Shaw - aye, Amy Cesich - here, Judy Gilmour - here, Dan Koukol - aye, Jeff Wehrli - here, Scott Gryder (Arrived at 2:10 p.m. and left at 2:40 p.m.)

Board Members Absent: Lynn Cullick, Elizabeth Flowers

Others Present: Dwight Baird, David Berault, Latreese Caldwell, Jill Ferko, Jessie Hafenrichter, Julie Hanna, Bob Jones, Anne Knight, Andy Nicoletti, Sheriff Richard Randall, Jim Smiley, Tom Thomas, RaeAnn Van Gundy, Jeff Wilkins, Angela Zubko

Approval of Claims Member Purcell made a motion to review and approve claims to be paid on October 21, 2014 in the amount not to exceed $1,610,855.90, second by Member Cesich. With all in agreement, the motion carried.

FY2015 Budget Discussion – Latreese Caldwell reviewed the proposed budget cuts, the Levy calculations and requests, the General Fund Revenue and General Fund Expenditure Summaries with the Board. Discussion on major capital projects in the near future, additional staff needed in specific areas, and potential funding sources to lower the deficit and get closer to a balanced budget.

Review Draft Board Agenda – Mr. Shaw asked the committee to review the draft County Board meeting agenda for corrections, additions or deletions.

Public Comment - None

Questions from the Media – None

Executive Session – None needed
Items from the Finance Committee to the County Board

- Approve claims to be paid on October 21, 2014 in the amount not to exceed $1,610,855.90

Adjournment – Member Prochaska moved to adjourn the Committee of the Whole/Budget & Finance combined meeting and the motion was seconded by Member Cesich. There being no objection, the meeting adjourned at 3:55 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Secretary
KENDALL COUNTY
HISTORIC PRESERVATION COMMISSION
111 West Fox Street, Room 209 & 210, Yorkville, IL 60560
Meeting minutes of October 15, 2014
(Unofficial until approved)

CALL TO ORDER
The meeting was called to order by Vice Chairman Whitney French at 7:04 p.m.

ROLL CALL
Present were: Ken Boyer, Ken Donart, Whitney French (Vice-Chair), Kristine Heiman and Jeff Wehrli (CB Representative)
Also present: Planning & Zoning Manager Angela Zubko
Members in the audience: None
Absent: Michael Garrigan (Chairman) and Richard Scheffrahn

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

APPROVAL OF MINUTES
Ken Boyer a motion to approve the minutes as written from the September 17, 2014 meeting. Jeff Wehrli seconded the motion. All agreed and the minutes were approved.

CHAIRMAN'S REPORT
Mr. Garrigan is not here.

PUBLIC COMMENT
There was no public comment at this time.

NEW BUSINESS
1. Review and approve picture taking process- Planner Zubko stated in the packet was a rough draft of how to take pictures in case we have volunteers to help. Ms. French stated she put together a list of local schools that have photography programs. Mr. Wehrli stated a letter and stack of brochures for interested or worried homeowners. There was some discussion on information to the homeowner and the following suggestions were made: make sure to state it's for informational purposes only, I'm a student from taking pictures for. Under number 3 put a standard to the name of the photo, a naming convention (address and picture number). Maybe explain the identifiers (the fire sign is the address) and add a picture of one.

OLD BUSINESS
1. Update on Millbrook Bridge- Jeff Wehrli stated he does not have anything new at this moment.
   ACTION: Whitney will get a hold of Laura to discuss grant funding. There was some discussion on trails.
**ACTION:** By next month Jeff will try to get demolition numbers from Mr. Fran Klaas.  

**ACTION:** Planner Zubko will bring the trail plan including the forest preserve plan. She will bring the current and future.

2. Preservation Plan/5 Year Plan- Discuss and approve modifications and select next steps for meeting 2014 goals- in the packet is the up to date version that was also emailed out for approval tonight.  

**ACTION:** Mr. Garrigan will get Planner Zubko a copy of their demolition ordinance for her to present to the next PBZ Committee to get their thoughts and opinions. Whitney French made a motion to approve the plan and take it to the PBZ Committee meeting and full County Board, Jeff Wehrli seconded the motion. All were in favor and the plan is approved. The Committee went over their goals for 2014 and changed some to complete and refreshed what still needs to get done and what’s on a as needed basis. Ms. French had some discussions on the intergovernmental agreement and where it was left off. **ACTION:** We will bring it back next month to take a look at. **ACTION:** Ms. French will bring the letter she has drafted of the benefits of an intergovernmental agreement.

3. Discussion on grants for courthouse windows- The Facility Committee met and went over our recommendations and would like our help on finding some grants for the courthouse windows. Our first course of action is to help get bids for restoration and ask about double pane windows.  

**ACTION:** Planner Zubko will ask Mr. Smiley if he’s made some contacts with the landmarks list. We will want to talk to the Landmarks IL (Lisa DiChiera) and the State Historic Preservation Officer (SHPO) on getting grants. We need to look for on the grant side is whether or not it is designated historic or national register qualified. Mr. French thinks it will qualify which will help as well.  

**ACTION:** Ms. French & Kristine Heiman will email Lisa DiChiera on information to the grant. Ms. Heiman printed out two grants from Landmarks IL for windows and stated one is due in November, the grants were the Donnelley and Heritage grant. Or tree house grants we can look up as well. **ACTION:** Planner Zubko will email Mr. Smiley with the update and cc Mr. French.

4. Discuss and decide what is next for the reconnaissance survey- update on where we are at with regards to how many are complete, how many need to get done, etc.- Planner Zubko stated in the packet is the updated chart as of last week, she’s worked on a lot on the website in the last week. We actually only have 915 sites that we do not have pictures for and it may be less as she’s going through what is needed and comparing it to what Ms. Todd has taken pictures of. We have tons of pictures to go through.

5. Discussion on public outreach event- This was not discussed tonight so this action will remain.  

**ACTION:** Michael Garrigan is going to talk to Doug Farr.

6. Review Reconnaissance Survey Pictures- These will be looked at if we have time at the end of the meetings.  

- 2185 Route 25- Potentially Significant  
- 3931 Route 126- Potentially Significant (not house)  
- 11900 Brisbin Road- Non-Significant  
- 13 Cannonball- Potentially Significant  
- 20 Cannonball- Significant  
- 2013 Beecher Road- Potentially Significant  
- 25 Cannonball- Non-significant  
- 3400 Minkler Road- Not Significant- site may be  
- 3710 Cannonball- Significant (might be in Yorkville)  
- 3825 Minkler Road- Non-significant
4320 Minkler Road- Potentially Significant
45 Cannonball- NEED MORE PICS
4532 Minkler Road= Dmolished?
4744 Minkler- Demolished?
5042 Minkler Road- Potentially Significant
5724 Minkler Road- NEED MORE PICS
5920 Minkler Road- Potentially Significant
6920 Galena Road- Potentially Significant
7542 Route 34- Significant
7977 Galena Road- Potentially Significant
8625 Galena Road- Significant (will most likely be demolished)
8822 Route 30- Contributing
9025 Kennedy Road- Significant
9124 Route 30- Potentially Significant
11254 Faxon Road- Potentially Significant
10417 Corneils- Significant

7. **ACTION:** On next month’s agenda put the landmark nomination recommendations.

**PUBLIC COMMENT**
There was no public comment at this time.

**ADJOURNMENT:** Next meeting will be November 19, 2014 – Jeff Wehrli made a motion to adjourn, seconded by Ken Boyer, all agreed. Vice Chairman French adjourned the meeting at 8:40 pm.

Submitted by,
Angela L. Zubko, Recording Secretary & Planning & Zoning Manager