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
   A. ComEd Grant Awards
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. Recommend approval of amended Senior Planner job description
      2. Approve agreement for the Provision of Funding to Complete the Tanglewood Trails Subdivision Public Improvements
      3. Approve remote meeting attendance for Historic Preservation Commission members
   B. Public Safety
   C. Administration/HR
   D. Highway
      1. Approve Intergovernmental Agreement between Kendall county and LaSalle County for the improvement of Millington Road Bridge over the Fox River
      2. Approve Phase 2 Engineering Agreement between Kendall County and Willett Hofmann Associates, Inc. for Grove Road Bridge over Aux Sable Creek, not to exceed $153,377, from the County Bridge Fund
      3. Approve Kendall County 5-Year Surface Transportation Program for 2016-2020
   E. Facilities Management
   F. Economic Development
   G. Finance Committee
      1. Approve Claims in an amount not to exceed $329,674.41
   H. Judicial/ Legislative
      1. Approval of the Kendall/Kane Juvenile Detention Inter-Governmental Agreement
   I. Health & Environment
   J. Labor & Grievance
   K. Committee of the Whole
   L. 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

15. Other Business
16. Chairman’s Report

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

**Announcement**

17. Citizens to be Heard
18. Questions from the Press
19. Adjournment
STATE OF ILLINOIS  )  SS
COUNTY OF KENDALL  )

The Special Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Thursday, August 13, 2015 at 4:00 p.m. The Clerk called the roll. Members present: Chairman John Shaw, Lynn Cullick, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matthew Prochaska, John Purcell, and Jeff Wehrli.

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

THE AGENDA

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

APPOINTMENT/EMPLOYMENT OF A TECHNOLOGY DIRECTOR

County Administrator, Jeff Wilkins stated that they had started the interview process the top candidate is Scott Koeppel. Mr. Koeppel introduced himself to the board and gave them a background on his education and professional experiences.

Member Davidson said that he would have liked to have seen at least the top two or three candidates come back to the board. He questioned the procedure that was followed.

Member Koukol was hoping to keep the position open for longer with the county’s financial outlook and budget the way it looks.

Member Cullick moved to approve the appointment/employment of a Technology Director. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members voting aye except Davidson and Koukol who voted nay. **Motion carried 7-2.**

ADJOURNMENT

Member Cullick moved to adjourn the Special 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 August, 2015.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk
The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, August 18, 2014 at 9:00 a.m. The Clerk called the roll. Members present: Chairman John Shaw, Bob Davidson, Judy Gilmour, Scott Gryder, Dan Koukol, Matt Prochaska, John Purcell (9:27 am), and Jeff Wehrli.

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

THE MINUTES

Member Koukol moved to approve the submitted minutes from the Adjourned County Board Meeting of 7/21/15. Member Gryder seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

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

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

NEW BUSINESS

Hunger Action Month

Member Gryder made a motion to approve the proclamation for September 2015 as “Hunger Action Month” and September 3, 2015 as national “Go Orange Day”. Member Shaw seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL, ILLINOIS
PROCLAMATION 2015 – 26

Proclamation recognizing that the County of Kendall joins Northern Illinois Food Bank in proclaiming September 2015 as “Hunger Action Month”, and September 3, 2015 as National “Go Orange Day” where local municipalities, businesses, and individuals are encouraged to wear orange to help raise awareness for hunger relief efforts.

Whereas, Northern Illinois Food Bank is a nonprofit organization that engages the community in commitment to feed our hungry neighbors; and

Whereas, Northern Illinois Food Bank has a mission to lead the northern Illinois community in solving hunger by providing nutritious meals to those in need through innovative programs and partnerships.

Whereas, Northern Illinois Food Bank provides meals to more than 71,000 different people each week throughout a 13 county network of food pantries, soup kitchens, shelters, and youth and senior feeding programs, including more than 10 in Kendall County, and

Whereas, the Northern Illinois Food Bank distributed 57 million meals to hungry neighbors – in FY 2015, including over 1.5 million meals to hungry neighbors in Kendall County; and

Whereas, September is “Hunger Action Month” where Northern Illinois Food Bank and more than 200 food banks across the country are hosting awareness campaigns and events to bring attention and take action for the cause of hunger; and

Whereas, September 3, 2015 is National “Go Orange Day” where local municipalities, businesses, and individuals are encouraged to wear orange to help raise awareness for hunger relief efforts.

Now, therefore, be it resolved that through the power vested in me as Chair of Kendall County, Illinois, let all who do, have and will reside in Kendall County, Illinois know that the County of Kendall joins Northern Illinois Food Bank in proclaiming September 2015 as “Hunger Action Month”.

In Witness Whereof, I have hereunto set my hand and the great seal of the County of Kendall this 18 day of August, 2015.

Attest:
John A. Shaw, County Board Chair
Debbie Gillette, County Clerk/Recorder

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS
Sheriff

Sheriff Baird had nothing to report.

County Clerk

Revenue Report 7/1/15-7/31/15

<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 976.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,500.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$ -</td>
<td></td>
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<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 2,240.50</td>
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<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 33,202.00</td>
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</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$ 37,918.50</td>
<td></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$ 49,751.00</td>
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</tr>
<tr>
<td>Doc Storage</td>
<td>$ 19,760.00</td>
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<tr>
<td>GIS Mapping</td>
<td>$ 33,219.00</td>
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<tr>
<td>GIS Recording</td>
<td>$ 4,145.00</td>
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<tr>
<td>Interest</td>
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</tr>
<tr>
<td>Recorder's Misc</td>
<td>$ 5,580.75</td>
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</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$ 17,568.00</td>
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</tr>
</tbody>
</table>

CK # 17841 To KC Treasurer $ 167,976.78

Treasurer

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

Kendall County General Fund
QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR EIGHT MONTHS ENDED 07/31/2015

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>2015 YTD</th>
<th>2014 YTD</th>
</tr>
</thead>
<tbody>
<tr>
<td>Annual</td>
<td>Budget</td>
<td>Actual</td>
</tr>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$336,596</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$1,881,987</td>
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<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$361,391</td>
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<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$517,305</td>
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<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$229,881</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$646,091</td>
</tr>
<tr>
<td>Fines &amp; Foreits/St Atty.</td>
<td>$500,000</td>
<td>$322,687</td>
</tr>
<tr>
<td>Service</td>
<td>2015</td>
<td>2014</td>
</tr>
<tr>
<td>----------------------------------</td>
<td>---------------</td>
<td>---------------</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$42,562</td>
</tr>
<tr>
<td>Interest Income</td>
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<td>$10,701</td>
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<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$760,716</td>
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<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$1,792,247</td>
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<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$220,000</td>
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<tr>
<td>Correction Dept. Board &amp; Care</td>
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<td>$513,258</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$221,313</td>
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<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$7,856,734</strong></td>
</tr>
<tr>
<td>Public Safety Sales Tax</td>
<td>$4,300,000</td>
<td>$3,141,585</td>
</tr>
<tr>
<td>Transportation Sales Tax</td>
<td>$4,300,000</td>
<td>$3,141,585</td>
</tr>
</tbody>
</table>

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

County Treasurer, Jill Ferko stated that revenues are not doing too bad. They are working on the 4th distribution this week. They have seen an increase in the mail as the second installment due date of September 3rd gets closer.

**Clerk of the Court**

Circuit Clerk Robyn Ingemunson had nothing to report.

**State’s Attorney**

State’s Attorney, Eric Weis passed out the Juvenile Justice Council Resource Guide books. They are seeking direction on when the HR Audit can be scheduled to continue.

**Coroner**

**Statistics:**

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

**Coroner’s Office Personnel Update:**

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

**Health Department**

Dr. Tokars informed the board that on August 27th the Health Department will be hosting our community health status assessment presentation. Some of the areas that will be touched upon in the presentation include – current demographics of the county, socioeconomic characteristics of the county in terms of housing, employment, education, and areas of socioeconomic duress to
particular members of the community, access to care issues as it relates to health insurance, quality of life issues, youth delinquency, opium and addiction issues, childhood obesity, prostate cancer, vector borne illnesses, radon, groundwater contamination, food borne illness, mental health issues, elder well being, data on suicide and self violent death, teen pregnancy, infectious disease, and other areas related to accidental injury.

Supervisor of Assessments

Andy Nicoletti, Supervisor of Assessments stated that Senate Bill 107 has been signed by the Governor; this relates to the disabled veteran’s exemption. They will be sending out information. Some of the criteria will be changing – 30-49% is a $2,500 exemption off the assessment, 50-69% is $5,000, 70% or more is tax exempt; provided that the assessed value is less than $250,000. All of the assessor books have been turned in.

STANDING COMMITTEE REPORTS

Planning, Building & Zoning

Petition 15-11: Rhonda Miller/Strong Tower Refuge Ministries

Member Gryder made a motion to approve petition 15-11 by Rhonda Miller / Strong Tower of Refuge Ministries for a special use to allow a place of worship in a B3 Zoning District located at 81 Boulder Hill Pass. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

ORDINANCE NUMBER 2015 - 15
GRANTING A B-3 SPECIAL USE AT
81 BOULDER HILL PASS, MONTGOMERY
TO OPERATE A PLACE OF WORSHIP

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

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

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

WHEREAS, said property is legally described as:

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

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

thence N. 40' 46'32" E. 249.56 feet to the point of beginning and containing 7.818 acres in Oswego Township, Kendall County, Illinois.

WHEREAS, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section

13.8.J of the Zoning Ordinance, including a recommendation for approval by the Special Use Hearing Officer on July 27, 2015; and

WHEREAS, the findings of fact were approved by the Special Use Hearing Officer as follows:
That the establishment, maintenance, or operation of the special use will not be detrimental to or endanger the public health, safety, morals, comfort, or general welfare. We believe the presence of Strong Tower of Refuge Ministries would help improve the public health, safety, comfort and general welfare of the Boulder Hill area.

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

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

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

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

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

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

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

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

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

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

Attest:
Debbie Gillette
Kendall County Clerk

John Shaw
Kendall County Board Chairman

Petition 15-12: Dan Koukol

Member Gryder made a motion to approve petition 15-12 by Dan Koukol for a Major Amendment to a special use to allow outdoor display in front yard with 10 foot setback from the right of way. Member Wehrli 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.

ORDINANCE NUMBER 2015 - 16
GRANTING A MAJOR AMMENDMENT TO AN A-1 SPECIAL USE AT
3485 ROUTE 126, OSWEGO
TO REDUCE THE REQUIRED SETBACK FOR SALES DISPLAY OF FARM AND LAWN EQUIPMENT

WHEREAS, Daniel Philip Koukol has filed a petition for a Major Amendment to an existing Special Use for a property located at 3485 Route 126 in Oswego, (PIN # 06-16-100-002 (south 18.6 acres) - partial, and 06-09-300-002 (north 80 acres) - partial), in Oswego Township; and
**WHEREAS**, Ordinance 97-06 granted an A-1 Special Use for a farm equipment sales and service business to Phillip, Betty & Dan Koukol; and

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

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

**WHEREAS**, said property is legally described as:

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

**WHEREAS**, all procedures required by the Kendall County Zoning Ordinance were followed including notice for public hearing, preparation of the findings of fact in accordance with Section 13.8.J of the Zoning Ordinance, including a recommendation for approval by the Special Use Hearing Officer on July 27, 2015; and

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

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

would still provide for appropriate visibility along the drive-way.

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

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

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

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

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

**WHEREAS**, the Kendall County Board has considered the findings and recommendation of the Hearing Officer and finds that said petition is in conformance with the provisions and intent of the Kendall County Zoning Ordinance; and
**NOW, THEREFORE, BE IT ORDAINED,** that the Kendall County Board hereby grants approval of a Major Amendment to Special Use Ordinance 97-06 (included as “Exhibit A” to reduce the minimum setback for current sales display (farm and landscape equipment, trailers, etc.) from forty feet (40’) contained in the original Special Use Permit to ten feet (10’), subject to the following conditions:

1. This Major Amendment to Special Use 97-06 is granted for DK Trailer and Tractor only and shall run with the tenant. Any new business will be required to seek a new special use approval per the provisions of Ordinance 97-06, which states that the Special Use Permit shall not be transferred beyond the current owner.

2. The minimum 10 foot setback shall be measured from the right-of-way of Route 126. Should additional right-of-way be needed in the future, the location of the outdoor displays shall be adjusted to maintain a minimum 10 foot setback from the new right-of-way.

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

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

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

Attest: 

Debbie Gillette                                      John Shaw
Kendall County Clerk                               Kendall County Board Chairman

**Intergovernmental Agreement with the Village of Millbrook**

Member Gryder stated that this item is not ready yet.

**Public Safety**

Member Prochaska stated that there were no items to come before the county board.

**Administration – HR**

Member Prochaska informed the board that there were reports on insurance and a report from the County Administrator; they recommended a Technology Director.

**Highway**

**Low bid of Corrective Asphalt Materials**

Member Koukol made a motion to approve the resolution approving the low bid of Corrective Asphalt Materials to place crack filler on various county highways in the amount of $94,501; said funds to be taken from the Transportation Sales Tax Fund. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Koukol made a motion to approve the resolution approving the low bid of Corrective Asphalt Materials to place a restorative seal on various county highways in the amount of $222,950; said funds to be taken from the Transportation Sales Tax Fund. Member Gilmour seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**KENDALL COUNTY**

**Resolution No. 15-38**

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

- Crack Filling, Various Routes, the low bid of Corrective Asphalt Materials in the amount of $94,501.00.
- Restorative Seal, Various Routes, the low bid of Corrective Asphalt Materials in the amount of $222,950.00.

**NOW, THEREFORE, BE IT RESOLVED,** that the County Board of Kendall County award the above listed projects to the lowest responsible bidders as listed above.

This resolution approved by the County Board of Kendall County, State of Illinois.
John Shaw - Kendall County Board Chairman

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

Debbie Gillette - County Clerk

Revised Schedule of Fees for Overweight/Overdimension Permits

Member Koukol made a motion to approve the revised schedule of fees for overweight / overdimension permits issued on Kendall County highways. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

AT&T Agreement

Member Koukol made a motion to approve the agreement with AT&T in the amount of $7,814.00 for engineering cable protection and/or relocation at Eldamain Road, Plano, Illinois. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Facilities

Member Davidson stated that the elevator repairs in the new courthouse will be paid for out of PBC.

Economic Development

Member Koukol stated that the next meeting will be August 28th.

Finance

**CLAIMS**

Member Purcell moved to approve the claims submitted in the amount not to exceed $647,144.91 and approve the grand juror claims in an amount not to exceed $750.00. Member Davidson seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT $31,931.26, B&Z $1,355.72, CO CLK & RCDR $524.73, ELECTION $310.00, ED SRV REG $5,826.42, SHRFF $18,219.43, CRRCTNS $7,243.02, MERIT $400.00, EMA $1,268.94, CRCT CT CLK $1,325.59, JURY COMM $816.06, CRCT CT JDG $8,403.71, CRNR $5,033.06, CMB CRT SRV $155.76, PUB DFNDR $92.00, ST ATTY $2,170.95, BRD OF RWV $260.83, TRSR $333.13, EMPLOY HLTH INS $880.04, OFF OF ADMIN SRV $186.61, GNRL INS & BNDG $1,478.00, CO BRD $337.96, TECH SRV $37,390.57, PRPTY TX SRV $13,860.00, LIABIL INSUR EXP $1,008.47, CO HWY $17,093.05, CO BRDG $342,043.92, TRNSPRT SALES TX $70,127.01, KC TRANSP ALT PRGM $5,000.00, HLTH & HMN SRV $19,321.93, FRST PRSRV $11,349.49, ANML CNTRL EXPNS $813.32, RCRDR DOC STRG $5,500.00, DRG ABS EXP FND $2,843.00, HIDTA $14,760.53, CO CMSRY FND $530.11, CRT SEC FND $704.84, LAW LBRY $11,251.11, PRBTN SRV $1,428.42, ST ATTY DRG ENFRC FND $410.65, TX SL AUTO EXP $1,105.00, CO RSRV $8,494.92, EMPLOY BNFT PRGM $1,426.74, SHRFF FTP FND $1,863.55, CO ANML POP CONT $415.00, VAC $1,272.16, SHRFF VHCL FND $184.00, CRTHS DBT SRV $475.00

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

Animal Control

Appointment of Animal Control Director/Warden

Member Wehrli informed the board that they received a letter from Dr. Schlapp, Animal Control Administrator, approving the recommendation of the appointment of Mr. Mulvaney.

Member Wehrli made a motion to approve the appointment of Michael Mulvaney as the Animal Control Director/Warden. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Labor & Grievance

The next meeting is on August 31st.

Committee of the Whole

Merger of Public Safety and Judicial Legislative Committees
Member Shaw made a motion to approve the merger of Public Safety and Judicial Legislative Committees. Member Prochaska seconded the motion.

Members discussed the amending of the rules of order for the county board.

Member Davidson made a motion to amend the motion to approve the merger of Public Safety and Judicial Legislative Committees effective December 1, 2016. Member Wehrli seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

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

Organizational Chart

Members discussed what committee and to whom the Technology Director and GIS report to and they discussed creating a formal organizational chart.

Member Davidson made a motion to move the organizational chart discussion to the Committee of the Whole meeting. Member Gryder seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

STANDING COMMITTEE MINUTES APPROVAL

Member Gryder moved to approve all of the Standing Committee Minutes and Reports. Member Prochaska 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 said that they voted to pay for the repair to the elevator for Facilities. They are hoping that the end of the PBC will be the end of their fiscal year 10/31/15.

VAC

Member Wehrli stated that they met on September 2nd.

Historic Preservation

Member Wehrli informed the board that they meet on August 19th and one of the items on the agenda will be the discussion of the old Millbrook Bridge. Millbrook has voted 6-0 to not give the Forest Preserve access to the existing right of way to continue a trail. If they could hook up to a trail this could create some opportunities to try to get some funding.

Board of Health

They will be meeting tonight.

Juvenile Justice

Member Gilmour reported that the Board of Directors met August 10, 2015 to approve the bylaws and the 501(C) 3 status.

OTHER BUSINESS

Chairman Davidson said that he did not have ownership in Tanglewood.

CHAIRMAN’S REPORT

Appointments

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

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

Announcements

Steve Anderson replacing Brian Johnson – River Valley Workforce Investment Board – Expires September 2017
CITIZENS TO BE HEARD

Todd Milliron said that the Sheriff directing traffic at the fair is good leadership. The body camera law was signed. Mr. Milliron asked how many candidates applied for the merit commission members and had a question about announcements before the appointments. Fox Township has a new Road Commissioner affected September 1st.

QUESTIONS FROM THE PRESS

Steve Lord from the Beacon News asked about the Millbrook Bridge – an easement is needed to connect to the trail. It was explained that limited grant money is available that are tied to trails not historic structures. The idea is to use the bridge to connect trails.

BREAK

RECONVENE

EXECUTIVE SESSION

Member Davidson made a motion to go into Executive Session for litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Purcell seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. Motion carried.

RECONVENE

Member Wehrli moved to reconvene the County Board Meeting. Member Davidson seconded the motion. Chairman Shaw asked for a voice vote on the motion. All members present voting aye. Motion carried.

ADJOURNMENT

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

Approved and submitted this 26th day of August, 2015.

Respectfully submitted by,
Debbie Gillette,
Kendall County Clerk
<table>
<thead>
<tr>
<th>Line Item</th>
<th>Fund</th>
<th>Revenue 8/15-8/31/15</th>
<th>Revenue 8/14-8/31/14</th>
</tr>
</thead>
<tbody>
<tr>
<td>County Clerk Fees</td>
<td>$ 918.50</td>
<td>$ 631.50</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Marriage License</td>
<td>$ 1,530.00</td>
<td>$ 1,950.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Civil Union</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Misc</td>
<td>$ 1,758.00</td>
<td>$ 2,234.00</td>
<td></td>
</tr>
<tr>
<td>County Clerk Fees - Recording</td>
<td>$ 30,343.00</td>
<td>$ 22,085.00</td>
<td></td>
</tr>
<tr>
<td>Total County Clerk Fees</td>
<td>$ 34,549.50</td>
<td>$ 26,900.50</td>
<td></td>
</tr>
<tr>
<td>County Revenue</td>
<td>$ 38,476.50</td>
<td>$ 21,628.25</td>
<td></td>
</tr>
<tr>
<td>Doc Storage</td>
<td>$ 18,559.50</td>
<td>$ 13,488.50</td>
<td></td>
</tr>
<tr>
<td>GIS Mapping</td>
<td>$ 31,234.00</td>
<td>$ 22,756.00</td>
<td></td>
</tr>
<tr>
<td>GIS Recording</td>
<td>$ 3,898.00</td>
<td>$ 2,840.00</td>
<td></td>
</tr>
<tr>
<td>Interest</td>
<td>$ 30.90</td>
<td>$ 30.21</td>
<td></td>
</tr>
<tr>
<td>Recorder's Misc</td>
<td>$ 5,186.50</td>
<td>$ 3,760.00</td>
<td></td>
</tr>
<tr>
<td>RHSP/Housing Surcharge</td>
<td>$ 16,533.00</td>
<td>$ 11,367.00</td>
<td></td>
</tr>
<tr>
<td>CK # 17869</td>
<td>$ 148,487.90</td>
<td>$ 102,770.46</td>
<td></td>
</tr>
</tbody>
</table>

Death Certificate Surcharge sent from Clerk's office $772.00 ck # 17859
Dom Viol Fund sent from Clerk's office $255.00 ck 17860
## Kendall County General Fund

**QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES FOR NINE MONTHS ENDED 08/31/2015**

<table>
<thead>
<tr>
<th>REVENUES*</th>
<th>Annual Budget</th>
<th>2015 YTD Actual</th>
<th>2015 YTD %</th>
<th>2014 YTD Actual</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>Personal Property Repl. Tax</td>
<td>$370,000</td>
<td>$345,605</td>
<td>93.41%</td>
<td>$325,199</td>
<td>89.10%</td>
</tr>
<tr>
<td>State Income Tax</td>
<td>$2,390,000</td>
<td>$2,068,665</td>
<td>86.56%</td>
<td>$1,894,724</td>
<td>76.62%</td>
</tr>
<tr>
<td>Local Use Tax</td>
<td>$450,000</td>
<td>$405,525</td>
<td>90.12%</td>
<td>$337,992</td>
<td>85.57%</td>
</tr>
<tr>
<td>State Sales Tax</td>
<td>$825,000</td>
<td>$550,880</td>
<td>66.77%</td>
<td>$583,428</td>
<td>64.83%</td>
</tr>
<tr>
<td>County Clerk Fees</td>
<td>$358,000</td>
<td>$267,799</td>
<td>74.80%</td>
<td>$238,386</td>
<td>52.74%</td>
</tr>
<tr>
<td>Circuit Clerk Fees</td>
<td>$950,000</td>
<td>$646,091</td>
<td>68.01%</td>
<td>$711,448</td>
<td>64.68%</td>
</tr>
<tr>
<td>Fines &amp; Foreiffs/St Atty.</td>
<td>$500,000</td>
<td>$322,687</td>
<td>64.54%</td>
<td>$336,324</td>
<td>64.68%</td>
</tr>
<tr>
<td>Building and Zoning</td>
<td>$55,000</td>
<td>$54,313</td>
<td>98.75%</td>
<td>$52,434</td>
<td>131.08%</td>
</tr>
<tr>
<td>Interest Income</td>
<td>$30,000</td>
<td>$12,213</td>
<td>40.71%</td>
<td>$12,645</td>
<td>36.13%</td>
</tr>
<tr>
<td>Health Insurance - Empl. Ded.</td>
<td>$1,114,336</td>
<td>$838,960</td>
<td>75.29%</td>
<td>$678,904</td>
<td>79.03%</td>
</tr>
<tr>
<td>1/4 Cent Sales Tax</td>
<td>$2,575,000</td>
<td>$2,042,466</td>
<td>79.32%</td>
<td>$1,912,772</td>
<td>77.75%</td>
</tr>
<tr>
<td>County Real Estate Transf Tax</td>
<td>$250,000</td>
<td>$269,751</td>
<td>107.90%</td>
<td>$233,007</td>
<td>70.61%</td>
</tr>
<tr>
<td>Correction Dept. Board &amp; Care</td>
<td>$900,000</td>
<td>$590,038</td>
<td>65.56%</td>
<td>$669,080</td>
<td>78.72%</td>
</tr>
<tr>
<td>Sheriff Fees</td>
<td>$575,000</td>
<td>$247,687</td>
<td>43.08%</td>
<td>$349,774</td>
<td>63.81%</td>
</tr>
<tr>
<td><strong>TOTALS</strong></td>
<td><strong>$11,342,336</strong></td>
<td><strong>$8,662,679</strong></td>
<td><strong>76.37%</strong></td>
<td><strong>$8,536,116</strong></td>
<td><strong>73.47%</strong></td>
</tr>
</tbody>
</table>

| Public Safety Sales Tax    | $4,300,000    | $3,574,058      | 83.12%     | $3,338,486      | 77.64%     |
| Transportation Sales Tax   | $4,300,000    | $3,574,058      | 83.12%     | $3,338,486      | 77.64%     |

*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 at 75.00%

## EXPENDITURES

All General Fund Offices/Categories

<table>
<thead>
<tr>
<th>Annual Budget</th>
<th>2015 YTD</th>
<th>2015 YTD %</th>
<th>2014 YTD</th>
<th>2014 YTD %</th>
</tr>
</thead>
<tbody>
<tr>
<td>$26,978,402</td>
<td>$18,695,589</td>
<td>69.30%</td>
<td>$20,322,522</td>
<td>76.56%</td>
</tr>
</tbody>
</table>
**KENDALL COUNTY CORONER**

**August FY 2015 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>Saturday, August 01, 2015</td>
<td>1508180</td>
<td>10:11 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, August 02, 2015</td>
<td>1508181</td>
<td>8:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Wednesday, August 05, 2015</td>
<td>1508182</td>
<td>2:19 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, August 06, 2015</td>
<td>1508183</td>
<td>4:15 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Sunday, August 09, 2015</td>
<td>1508184</td>
<td>4:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, August 12, 2015</td>
<td>1508185</td>
<td>5:39 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Wednesday, August 12, 2015</td>
<td>1508186</td>
<td>9:35 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, August 13, 2015</td>
<td>1508187</td>
<td>2:00 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Nursing Home</td>
</tr>
<tr>
<td>Thursday, August 13, 2015</td>
<td>1508188</td>
<td>3:55 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Saturday, August 15, 2015</td>
<td>1508189</td>
<td>4:45 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, August 17, 2015</td>
<td>1508190</td>
<td>12:37 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Tuesday, August 18, 2015</td>
<td>1508191</td>
<td>9:10 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Monday, August 24, 2015</td>
<td>1508192</td>
<td>8:58 AM</td>
<td>Accident</td>
<td>N</td>
<td>N</td>
<td>Roadway</td>
</tr>
<tr>
<td>Monday, August 24, 2015</td>
<td>1508193</td>
<td>5:55 PM</td>
<td>Accident</td>
<td>N</td>
<td>N</td>
<td>Roadway</td>
</tr>
<tr>
<td>Thursday, August 27, 2015</td>
<td>1508194</td>
<td>3:40 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, August 27, 2015</td>
<td>1508195</td>
<td>10:27 AM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Thursday, August 27, 2015</td>
<td>1508196</td>
<td>4:50 PM</td>
<td>Natural</td>
<td>N</td>
<td>N</td>
<td>Residence</td>
</tr>
<tr>
<td>Sunday, August 30, 2015</td>
<td>1508197</td>
<td>12:24 AM</td>
<td>Pending</td>
<td>Y</td>
<td>Y</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: 67% 12:18

**Statistics:**

<table>
<thead>
<tr>
<th>FY 2015 Statistics</th>
<th>Stats for Same Period In FY 2014</th>
<th>Difference</th>
</tr>
</thead>
<tbody>
<tr>
<td>2015 Total Deaths...</td>
<td>197</td>
<td>198</td>
</tr>
<tr>
<td>Autopsies to Date...</td>
<td>15</td>
<td>14</td>
</tr>
<tr>
<td>Toxicology Samples.</td>
<td>20</td>
<td>17</td>
</tr>
<tr>
<td>Cremation Permits...</td>
<td>118</td>
<td>107</td>
</tr>
</tbody>
</table>

**Coroner's Office Personnel Update:**

* Deputy Coroner Jacquie Purcell provided a presentation and morgue tour for the Oswego Police Department Intern program on August 26.
CALL TO ORDER
The meeting was called to order by Chairman Scott Gryder at 6:30 p.m.

ROLL CALL
Present: Lynn Cullick (arrive at 6:48 p.m.), Vice-Chair Judy Gilmour, Chairman Scott Gryder and Jeff Wehrli, Bob Davidson
Absent:
Also present: Jeff Wilkins: County Administrator; Mike Hoffman: Teska Consultant; Rhonda Miller, Petitioner; Dan Koukol; Petitioner; Matt Prochaska, Kendall County Board Member
In the audience: None

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Judy Gilmour seconded the motion. Approved 4-0.

APPROVAL OF MINUTES
Judy Gilmour made a motion to approve the minutes from June 8, 2015 with amendment to correct minor spelling errors. Jeff Wehrli seconded the motion. Approved 4-0.

EXPENDITURE REPORT
Bob Davidson moved to send the expenditure reports of $1,355.72 to the Finance Committee. Judy Gilmour seconded. Approved 4-0.

PUBLIC COMMENT
None

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

Mr. Hoffman stated the case has been before the necessary committees including the Zoning and Platting and Advisory Committee (ZPAC) and the Kendall County Regional Planning Commission (KCRPC), and the Special Use Hearing Officer. All recommendations have been favorable with only one condition being advised. That condition being the Special Use zoning runs with the tenant instead of the land. Mr. Hoffman further stated that there is a 100’ separation provision in the code between a church and a business selling liquor; however, there is enough distance so that would not be an issue. Also, Mr. Hoffman explained that the ministry a traditional church in that the focus is more on outreach. Therefore, there would be more small activities all week long and they trying to coordinate extensively with other local churches to provide services. Currently the congregation is small and does not look to expand much larger. Staff does not see a problem with parking space and is currently recommending approval.
Mr. Wehrli asked Ms. Miller to ask him if the establishment of a liquor license nearby becomes an issue. Ms. Miller stated that it has been good so far and does not foresee an issue.

Jeff Wehrli made the motion to approve. Bob Davidson seconded. **Approved 4-0.**

With the approval, the petition moves to the County Board Meeting on Tuesday, August 18 at 9:00 a.m.

2. **15-12 Dan Koukol**  
Request: Major Amendment to Special Use  
Location: 3485 Route 126 in Na-Au-Say Township, approximately ½ mile west of Schlapp Road  
Purpose: To allow outdoor display (trailers) to be located within front yard setback. Current condition of special use is they must be setback 40’. Request was originally zero setback, but has agreed to 10’

Bob Davidson made the motion to approve. Judy Gilmour seconded.

Mr. Hoffman stated that Mr. Koukol has had a special use permit to operate a business on the premise with a forty feet setback required for display of any equipment for sale. He sells used farmed equipment. He wants to move the equipment forward for better marketing as the speed of traffic necessitates. After reviewing the current code, business zoning has a ten feet setback for displaying equipment. Staff believed that distance to be equitable. It was approved favorably from the Zoning and Platting and Advisory Committee (ZPAC), Kendall County Regional Planning Commission (KCRPC), and the Special Use Hearing Officer. Na-Au-Say Township is recommending against it; their concerns are about stopped or slowed traffic and felt that the forty feet setback was appropriate. From Mr. Koukol’s previous statements, the forty feet setback was due to a home possibly being built across the street. That home was never built nor are there plans. The petitioner is comfortable with ten feet. Staff is recommending the ten feet with the condition of it being based from the right-of-way.

Chairman Gryder noted that the Sherriff’s Office had objected at the Zoning and Platting and Advisory Committee (ZPAC) to the zero foot setback. Mr. Gryder asked if they were comfortable with the ten feet. Mr. Hoffman stated that he believes they are comfortable with it.

Mr. Koukol reiterated that due to the speed he wanted to use the extra frontage for marketing.

Mr. Wehrli asked Mr. Koukol if he was comfortable of the Special Use running with the business instead of the land. Mr. Koukol answered in the affirmative.

Mr. Gryder asked the setback for the neighboring. Mr. Hoffman answered that the neighbor buildings are over a hundred feet as zoned in agricultural.

Ms. Gilmour asked the setback of the fence. Mr. Koukol stated it was five feet from the right-of-way.

Mr. Wehrli made a motion to amend the original to add the condition of the Special Use running with the business instead of the land. Ms. Gilmour seconded. **Approved 5-0.**

With the approval, the petition moves to the County Board Meeting on Tuesday, August 18 at 9:00 a.m.

**NEW BUSINESS/OLD BUSINESS**

1. Petition 15-10 - Frank Schmaltz – Request for a variance to allow a trailer to be parked in the
front yard setback at 23 Old Post Road in Montgomery. Variance was denied by the ZBA by a 3-3 vote on 6-29-15. Mr. Hoffman stated that the trailer has been moved and the truck has been made operable.

2. Recommend Senior Planner Job Description – Mr. Wilkins stated that there were some slight modifications to the Planning and Zoning Manager. He wanted the position to interact with transportation a bit more as well as be an alternate for the liquor license process as it was similar to a zoning process. Mr. Wilkins stated that the position is classified as exempt; however, the State’s Attorney Office has been asked to review the status for propriety. The Committee discussed the additional duties and the possibility of reporting confusion. The Committee decided that if the issues came up it would be handled then. The Committee also clarified some wording in the description to eliminate confusion. The Committee discussed the qualifications requirements and decided to clarify some wording, and added equivalent experience and certifications as substitute for specific education. Jeff Wehrli made a motion to move the amended job description to the State’s Attorney for review. Lynn Cullick seconded. **Approved 5-0.**

3. Intergovernmental Agreement between Village of Millbrook and County of Kendall – Mr. Wilkins stated it is the same agreement as in the past. The Committee discussed reviewing the agreement. Lynn Cullick made a motion to table the agreement until the Senior Planner position is filled so they could review and check in with Millbrook. Chairman Scott Gryder seconded. **Motion failed 4-1. Lynn Cullick voted aye.** Judy Gilmour made the motion for approval; Bob Davidson seconded. **Approved 5-0.**

4. LRMP Update (Trails and Little Rock Township) - Mr. Hoffman stated there were two proposed to the plan: first, an update the trails plan and who owns the plan, and second, a change of land use in Little Rock Township from residential to commercial. Mr. Hoffman stated that they need a public hearing for those changes and will be having one for the Regional Planning Commission.

5. Kendall/Na-Au-Say One Acre Minimum Request – Mr. Hoffman stated that Kendall/Na-Au-Say wanted a change from the once acre minimum. Mr. Hoffman stated that it went to Ad-Hoc Committee and the decision was to give townships a chance to create a zoning that would take care of the County’s concerns. The Committee discussed the needs of having larger lot sizes, primarily in regards to septic needs. The County is currently waiting on the townships responses.

**UPDATE ON HISTORIC PRESERVATION:** Mr. Wehrli stated that they will be having conversations on other funding options for the Millbrook Bridge after Millbrook’s denial of Forest Preserve access to the public right-of-way as it is no longer part of a trial system. Mr. Wehrli also stated they are looking for members and to change the bylaws to allow the ability to Skype one of their members. That change would have to come from this Committee.

**UPDATE ON CMAP LAND USE COMMITTEE MEETING:** Mr. Hoffman stated that CMAP is going to update their 2040 GOTO plan. Mr. Wilkins added that CMAP requires now 10% match from grantees for their Local Technical Assistance grant. Mr. Wilkins also said that the grant from CMAP the County has will be having a kick-off meeting on September 2.

Chairman Gryder added one piece of new business. He handed out Oswego Comprehensive Plan and asked the Committee to look at it as it is good information.

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

**ADJOURNMENT** - Next meeting will be on September 14, 2015
Jeff Wehrli made a motion to adjourn the meeting. Lynn Cullick seconded the motion. **Approved 4-1.** Chairman Gryder adjourned the meeting at 7:39 p.m.
Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator
CALL TO ORDER
At 7:00 p.m., Chairman Randy Mohr called the Zoning Board of Appeals meeting to order.

ROLL CALL
Members present: Randy Mohr (Chairman), Scott Cherry, Karen Clementi, Donna McKay (Vice-Chair), Tom LeCuyer, and Dick Thompson
Members absent:
Also present was: Mike Hoffman-Teska Associates, Inc.
In the audience:

MINUTES
Motion to approve July 27, 2015 corrected minutes by Mr. Cherry, seconded by Mr. Whitfield. Approved 6-0.

PETITIONS

1. 15-13 Gary Kritzberg
Request: Variance from front yard setback for a garage
Location: 1211 Game Farm Road, Yorkville
Purpose: To construct a garage in the front yard

Mr. Hoffman stated that since the previous meeting he had been out to walk the property with Brian Holdiman, the County Code Official. Also since the previous meeting the petitioner has proposed a new spot for the garage, labeled D it the packet, for the garage. This would be a 33 feet setback, meaning only a 17 feet variance. Mr. Hoffman stated that there is a good buffer of trees and landscaping to hide the garage.

The hearing was continued from the previous meeting to give the United City of Yorkville (which surrounds the property) time to examine the variance request. Their recommendations after examining the variance are consistent with the staff recommendations.

The only outstanding issue is the request for another curb cut. Petitioner currently has two as the property has a circular driveway. He is requesting another. Yorkville is recommending denial as their code limits curb cuts per property to two.

Chairman Randy Mohr opened the meeting for public hearing at 7:14 p.m. Seeing none, he closed the public hearing.
Ms. Clementi made a motion to approve the findings of fact along with the conditions recommended by staff. Mr. Whitfield seconded. The findings of fact and recommendations are as follows:

§ 13.04.2 of the Zoning Ordinance outlines findings that the Zoning Board of Appeals must make in order to grant variations. They are listed below in italics. Staff has provided some preliminary findings in bold below based on our recommendation to modify the request to relocate the proposed garage to location “D” as shown on page 4 of this report and grant a 17’ variation from the required 50’ front yard setback. Depending on additional evidence provided at the public hearing and input from the City of Yorkville, these draft findings may need to be modified.

*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. The topography of this property limits potential locations of any structure on this property. However, the proposed provides an alternative that considers the unique character of the property and minimizes the required variation.*

*That the conditions upon which the requested variation is based would not be applicable, generally, to other property within the same zoning classification. This is a unique property within the County’s A-1 Zoning District, as it is generally surrounded by the City of Yorkville. This location, plus the unique topographic conditions of the property do not exist on most other A-1 zoned property in the County.*

*That the alleged difficulty or hardship has not been created by any person presently having an interest in the property. Recent right-of-way acquisition by the City of Yorkville which increased the setback from the original property line (center of the road) was not a hardship created by the owner. Likewise, the current owner had no influence over the unique topography of the site or the placement of the home on the property, both of which limit potential garage locations.*

*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 proposed garage location will have a significant landscape buffer from both the adjacent home to the south and from Game Farm Road. The proposed variation and resulting garage setback will generally be consistent with other such structures in the area.*

*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 proposed variation will not impact the supply of light or air to adjacent property. This proposed garage will have no impact on traffic, as it is for a car that is currently stored outdoors on the property. Given the existing landscape buffering and proposed*
construction materials that will match the existing home, the improvements should not diminish or impair neighboring property values.

**RECOMMENDATION** Given the extensive landscaping on the site and screening offered by the proposed location, coupled with the pattern of development in the area, County staff is supportive of the proposed 17’ front yard setback variance to allow for the proposed garage. Staff understands the applicant’s desire for a garage, and the selection of the proposed location given site topography and other site constraints. We would suggest the following conditions:

A. If a driveway is to be installed, written evidence shall be provided to the PBZ Department that a curb cut onto Game Farm Road in the proposed location will be allowed by the United City of Yorkville.

B. That the Evergreen Tree buffer along the south edge of the property be maintained, including replacement of trees in the future as needed.

Chairman Mohr called for a vote. **Approved 5-0; Chairman Mohr abstaining.**

**REVIEW PBZ APPROVALS BY COUNTY BOARD & CHANGES** – No changes

**NEW BUSINESS/OLD BUSINESS** –

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

**ADJOURNMENT OF THE ZONING BOARD OF APPEALS** - Next meeting will be on September 28, 2015.

Ms. McKay made a motion to adjourn the Zoning Board of Appeals meeting, Mr. Cherry seconded the motion. Chairman Randy Mohr adjourned the Zoning Board of Appeals meeting at 7:16 p.m.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator
Kendall County Job Description

TITLE: Senior Planner
DEPARTMENT: Planning Building and Zoning
SUPERVISED BY: Interim Director of Planning, Building and Zoning
FLSA STATUS: Exempt
COUNTY BOARD APPROVED: 1/2015

I. Position Summary:
Under general direction of the Interim Director of Planning, Building and Zoning, performs work of considerable difficulty related to the management and general operations of the Kendall County Planning, Building and Zoning Department; and develops, administers and coordinates processes related to land use development and planning to ensure orderly development, redevelopment and growth in the unincorporated areas of Kendall County.

II. Essential Duties and Responsibilities:
A. The primary duty is the performance of office or non-manual work directly related to the management or general operations of the Kendall County Planning, Building and Zoning Department, which includes the exercise of discretion and independent judgment with respect to matters of significance.

B. Serves as project manager for all petitions for variances, rezoning, special uses, subdivision plat approval, and Planned Unit Developments in the unincorporated areas of Kendall County by performing various duties including, but not limited to:
   1. In-depth application and plan review to confirm that all petitions, plans, drawings and supporting documents are complete and compliant with all applicable codes, statutes and ordinances;
   2. Coordinates with applicants to obtain additional information and project changes;
   3. Schedules and conducts pre-application meetings for zoning, subdivision and development applications;
   4. Prepare legal notices and post the same on relevant property sites;
   5. Conduct all necessary background research;
   6. Prepare staff reports;
   7. Prepares correspondence and coordinates review of site development permits and engineering plans and petitions with other staff and outside review agencies;
   8. Prepares reports and recommendations to various boards and committees involved in the development review process and oversees preparation of informational handouts and packets for distribution to the various boards and committees;
   9. Provides recommendations to the applicable committees, commissions and County Board related to the applications and plans;
   10. Manages and schedules petitions for required hearings and review by the various committees, commissions and boards involved in the review process; and
11. Prepares draft ordinances and resolutions for review by the applicable committees, commissions and boards.

C. Serves as Kendall County's liaison and works with outside agencies and consultants in the development of long range plans and development reviews, updating and administering codes related to land regulation and development, and the County's Land Resource Management and Transportation Plans.

D. Assists Kendall County's consultants in the preparation of specialized planning studies and reports.

E. Provides staff support to a variety of committees, commissions and Boards; attends and makes presentations to various commissions and boards such as the Kendall County ZPAC, Plan Commission, and Zoning Board of Appeals.

F. Interprets and applies Federal and State statutes, regulations and rules to ensure that the public and private projects are in compliance with the same.

G. Interprets, applies, and enforces provisions of applicable Kendall County ordinances related to development, zoning, subdivision, soil erosion, storm water management, floodplain and nuisance.

H. Interacts and communicates with a variety of individuals and groups who contact the Kendall County Planning, Building and Zoning Department for the purpose of obtaining or providing information, coordinating activities, processing projects, negotiating plan changes, and formulating recommendations.

I. Oversees the maintenance of petition records, allocation registration reviews, and data base development etc.

J. Performs zoning compliance review of building permits as requested by Planning, Building and Zoning Department staff and provides recommendations regarding the same.

K. Operates Kendall County vehicle and safety equipment.

L. Makes recommendations for improving processes and procedures of the department.

M. Assist staff, consultants and others with Kendall County ordinance enforcement and compliance by performing duties including, but not limited to, investigating alleged ordinance violations and complaints received by the Kendall County Planning, Building and Zoning Department; determining whether ordinance violations exist; and providing testimony and administrative support necessary for the prosecution of ordinance violations.

N. Authorize reduction and release of bonds, letters of credit and other security for public improvements and land cash contributions.

O. Calculates school and park/forest preserve land cash contributions, and recommends fee adjustments.

P. Maintains escrow accounts for site development permits.

Q. Serve as alternate Program Compliance Oversight Monitor (PCOM) for the County's Kendall Area Transit program.

R. Serve as alternate for processing and maintaining all new liquor licenses for unincorporated portions of the County as well as renewal license applications.

S. Adheres to all work and safety policies and procedures.

T. Attends conferences, seminars, training and various Kendall County meetings.

U. Maintains regular attendance and punctuality.
Kendall County Job Description

V. Other duties as assigned.

III. Qualifications:

To perform this job successfully, an individual must be able to perform all essential duties satisfactorily. The requirements listed below are representative of the knowledge, skill, and/or ability required for the position.

A. LANGUAGE SKILLS:
   - Ability to research, read and interpret documents, plans, statutes, regulations and ordinances.
   - Ability to prepare documents, presentations, reports and correspondence.
   - Ability to communicate effectively both orally and in writing with the public, employees, consultants, developers, attorneys, and elected officials.
   - Requires good knowledge of the English language, spelling and grammar.

B. MATHEMATICAL SKILLS:
   - Ability to add, subtract, multiply and divide in all units of measure, using whole numbers, common fractions, and decimals.
   - Ability to compute rate, ratio, and percent and to draw and interpret bar graphs.

C. REASONING ABILITY:
   - Ability to apply common sense understanding to carry out instructions furnished in written, oral, or diagram form.
   - Ability to deal with problems involving several concrete variables in standardized situations.
   - Ability to read and interpret Blueprints, plats of survey, and similar documents and drawings.

D. CERTIFICATES, LICENSES, REGISTRATIONS:
   - A current and valid driver's license.
   - AICP designation preferred.
   - Any and all certificates and registrations as required for the specific duties performed.

E. OTHER SKILLS, KNOWLEDGE AND ABILITIES:
   - Strong organizational skills.
   - Computer knowledge of MS Word, Excel, Outlook, Access, Power Point.
   - Basic knowledge of engineering and construction practices and GIS systems.
   - Ability to multi-task and simultaneously manage several projects.
   - Ability to participate in and facilitate group meetings.
   - Ability to listen, understand information and ideas and work effectively with County personnel, local elected officials, and local economic development officials.
Kendall County Job Description

- Understanding of all applicable statutes, regulations and ordinances as well as zoning and subdivision administration.

F. EDUCATION AND EXPERIENCE:
- Bachelor's Degree required with preference for degree from an accredited college or university in Land Use Planning, Urban Planning, Landscape Architecture or Public Policy. AICP designation may substitute for Bachelor's Degree requirement.
- Master's Degree in planning, public policy or public administration preferred.
- Minimum of three years experience in Planning and Zoning field.

IV. Physical Demands:
While performing the duties of this job, the employee must be able to:
- Frequently sit for hours in meetings or office;
- Occasionally lift and/or move up to 30 pounds;
- Stand and walk on uneven ground at development sites;
- Use hands to finger, handle, or feel;
- Reach, push and pull with hands and arms;
- Bend over at the waist and reach with hands and arms;
- Climb and balance at development sites;
- Stoop, kneel, crouch, and/or crawl;
- Talk and hear in person and via use of telephone;
- Operate County vehicles and safety equipment;
- Specific vision abilities include close and distance vision, depth perception and distance vision; and
- Travel independently to development sites, public hearings and other meetings and other locations both within and outside Kendall County, Illinois.

V. Work Environment:
The work environment characteristics described here are representative of those an employee encounters while performing the essential functions of this job. While performing the duties of this job, the employee is subject to the following working conditions:
- Inside and outside environmental conditions.
- Will be exposed to occasional driving and onsite construction conditions.
- The noise level in the work environment varies from quiet to noisy outside.
- The employee must be able to perform all assigned job duties during normal business hours and outside of normal business hours.
- Employee may be exposed to stressful situations while working with elected officials, consultants, attorneys, applicants, and the general public.
- Employee may be required to provide own transportation to travel to and from meetings, training, conferences, etc.
Kendall County Job Description

By signing my name below, I hereby affirm that I received a copy of this job description.

Employee Receipt Acknowledgement & Signature  Date
AGREEMENT FOR THE PROVISION OF FUNDING TO COMPLETE THE TANGLEWOOD TRAILS SUBDIVISION PUBLIC IMPROVEMENTS LOCATED WITHIN KENDALL COUNTY, ILLINOIS

THIS AGREEMENT (Hereinafter “Agreement”) by and between the County of Kendall, a unit of local government of the State of Illinois (Hereinafter “Kendall County”), BCB Development IV, LLC, an Illinois Limited Liability Company (Hereinafter “BCB”) and Tanglewood Trails Homeowners Association, Inc., an Illinois Corporation (Hereinafter “Tanglewood Trails HOA”), is as follows:

WITNESSETH:

WHEREAS, Tanglewood Trails, LLC (the “Developer”) entered into a Planned Unit Development Agreement with the County of Kendall on or about March 1, 2005 within which the Tanglewood Trails subdivision development (Hereinafter “Subject Development”) was outlined and authorized; and

WHEREAS, Tanglewood Trails, LLC had entered into an Annexation Agreement on or about June 8, 2004 with the United City of Yorkville, which resulted in Annexing Ordinance No. 2004-30 for the Subject Development, which was passed on that same date and which has not gone into effect because of the noncontiguous location of the Subject Development to the City limits; and

WHEREAS, Tanglewood Trails, LLC was involuntarily dissolved by the State of Illinois on or about May 13, 2011 and the development properties held by it were conveyed by way of Deed in Lieu of Foreclosure to Benchmark Bank, Aurora, IL, on or about September 24, 2009; and

WHEREAS, on December 4, 2009, Benchmark Bank, Aurora, IL was closed by the Illinois Department of Financial and Professional Regulation - Division of Banking, and the
Federal Deposit Insurance Corporation (FDIC) was named Receiver. Directly thereafter many accounts and interests were transferred to MB Financial Bank, N.A., including the Subject Development’s parcels and interests previously held by the Benchmark Bank; and

WHEREAS, on July 27, 2010 the FDIC issued a Notice of Disallowance of Claim wherein it failed and refused to honor the Benchmark Bank Letter of Credit No. 13532, which had been held by Kendall County to ensure that the Subject Development’s public improvements would be completed; and

WHEREAS, on August 24, 2010, MB Financial Bank, N.A. assigned its rights and interests to the Subject Development and parcels to BCB through a Quit Claim Deed and on July 9, 2013, the “First Amendment to Tanglewood Trails Declaration of Covenants, Conditions, Restrictions and Easements-Single Family” was signed and later filed with the Kendall County Recorder, wherein BCB designated itself as the “Declarant” and “Developer” under said declaration; and

WHEREAS, pursuant to the Tanglewood Trails Planned Unit Development Agreement recorded with Kendall County on March 11, 2005 (Document number 200500007001) (the “PUD Agreement”), the Subject Development was to be built in substantial compliance with the Final Engineering Plans revised on November 30, 2004 and have thus far not been completed so as to allow for a final inspection and approval of the remaining public improvements; and

WHEREAS, Kendall County, BCB and the Tanglewood Trails HOA seek to avoid litigation and coordinate the completion of the Subject Development in substantial compliance with the prior plans and specifications, while also accounting for the change in needs for the development and the current economic realities following the failure of both the Developer and Benchmark Bank to complete the development.
NOW, THEREFORE, in consideration of the premises and the mutual covenants hereafter set forth, the parties agree as follows:

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

Section 2. BCB shall provide Kendall County with funds in the amount of Eighty Five Thousand Dollars and Zero Cents ($85,000.00) within ten (10) business days of final signature of this Agreement. Said funds shall be utilized by Kendall County to complete the remaining necessary public improvements in substantial compliance with the Subject Development’s plans, while also accounting for the change in needs for the development and the current economic realities (hereinafter “Subject Project”), so as to allow for a final inspection and approval of the remaining public improvements, which shall be the sole responsibility of Kendall County.

Section 3. By way of assisting with the remaining public improvements, Kendall County does not intend to become, nor does it accept liability as the Developer of the Subject Development. Nothing contained within this Agreement shall be construed as altering the legal duties of any parties for the maintenance or management of any of the Subject Development and its improvements and/or lands except as provided herein. This Agreement does not supplant the purpose or duties of the Tanglewood Trails HOA or obligate Kendall County in any way to accept liability for future maintenance or improvements of the non-public improvements of the Tanglewood Trails subdivision. Each of the parties signing this Agreement understand that Kendall County is not a Developer or General Contractor and agree to waive any and all claims against Kendall County as a result of the activities it takes in coordinating and completing the final public improvements on the remaining parties’ behalf.
Section 4. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the Subject Development, roadways or improvements within the Tanglewood Trails Subdivision with the exception of those duties undertaken to finish the Subject Project as described herein. The payment of the aforesaid $85,000.00 shall be full and final satisfaction of all obligations of BCB, the Tanglewood Trails HOA, the Declarant, the Developer, and all successors and assigns, including, but not limited to, the owner of any lot in the Subject Development, under the PUD Agreement to complete the remaining necessary public improvements in substantial compliance with the Subject Development's plans. For and in consideration of the payment of the aforesaid $85,000.00, and other good and valuable consideration, the receipt and sufficiency of which are hereby admitted, Kendall County hereby agrees that paragraph 1.C, the first sentence of paragraph 2, paragraphs 3.B., 3.C.(ii), and paragraph 4.D, of the PUD Agreement are null, void and no longer in force or effect and that the inclusion of the maintenance of a "trail system" within paragraph 3.C.(iii) is hereby void and no longer in force or effect, unless such a trail system should be installed by Kendall County or the Tanglewood Trails HOA at a future date. Kendall County further agrees that any improvement specified in the PUD Agreement, that has not been constructed or paid prior to the date hereof, and that is not constructed or paid by Kendall County with the aforesaid $85,000.00, has been determined by Kendall County to be unnecessary, and shall not be a future obligation of BCB, the Tanglewood Trails HOA, the Declarant, the Developer, and all successors and assigns, including, but not limited to, the owner of any lot in the Subject Development. It is also the understanding of the parties that the Consent for the creation of a Back-Up Special Service Area as called for by paragraph 3.C.(iv) of the PUD Agreement has previously been provided and there is no duty on the part of BCB or the
Tanglewood Trails HOA to provide another Consent. Nothing in this agreement shall eliminate required County School and Park Land-Cash Fees to be paid by the Applicant for each single family building permit at the time of application for each respective building permit in accordance with applicable County ordinances.

Section 5. Kendall County shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Subject Project pursuant to applicable state and federal laws.

Section 6. Kendall County shall select and contract with all contractors and subcontractors necessary to complete the construction of the Subject Project and shall be solely responsible for supervising, constructing and completing the Subject Project as described herein and payment of the associated costs of the Subject Project up to the $85,000 budget provided. Neither BCB, Kendall County, or Tanglewood Trails HOA shall have any obligation to contribute any additional funds to the completion of the Subject Project. In the event, that there are additional funds remaining after completion of the Subject Project, Kendall County will retain said funds.

Section 7. To the extent allowable by law, BCB and the Tanglewood Trails HOA shall each indemnify, hold harmless and defend with counsel of Kendall County's own choosing, the Kendall County Planning, Building and Zoning Department, Kendall County, its officials, officers, employees, including their past, present, and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from any and all claims raised in regard to the performance of this contract (but not including any personal injury or property damage claims), the completion of the Subject Project, the conformity with the aforementioned PUD Agreement and/or any other applicable Declarations, Covenants, Conditions and/or
Restrictions, as well as those claims raised in regard to the legality of this Agreement (collectively, the "Claims"). Nothing contained herein shall be construed as prohibiting Kendall County, its officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any Claims, brought against them. Kendall County's participation in its defense shall not remove BCB and the Tanglewood Trails HOA's duty to indemnify, defend, and hold Kendall County harmless, as set forth above. The County does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of indemnification or insurance.

Section 8. Kendall County shall require its contractors to provide personal injury and property damage liability insurance and customary warranties for the Subject Project and Improvements and to name Kendall County, BCB and the Tanglewood Trails HOA as additional insureds in connection with the maintenance, placement, construction, repair or replacement of the subject Improvements. Beyond the aforementioned obligation, at no time shall Kendall County be inferred to have a duty, or otherwise be obligated to, provide personal injury and property damage liability insurance for the Subject Project and Improvements or otherwise indemnify and hold harmless BCB or Tanglewood Trails HOA in connection with the use, enjoyment, ownership, maintenance, placement, construction, repair or replacement of the Subject Improvements.

Section 9. BCB and the Tanglewood Trails HOA hereby waive, relinquish, absolve, and discharge Kendall County from any and all liability, damages, costs, and expenses of any nature whatsoever resulting directly or indirectly from the Subject Project, including without limitation, any injuries or damages that BCB and the Tanglewood Trails HOA and their employees, contractors, subcontractors, invitees and guests may suffer or incur in connection
with the Subject Project and Claims described in Section 7. To the fullest extent permitted by law, Kendall County makes (and has heretofore made) no representations or warranties of any kind whatsoever and Kendall County can provide no assurances, warranties or guarantees in regard to the Subject Project.

Section 10. In any action with respect to this Agreement, the Parties are free to pursue any legal remedies at law or in equity. The prevailing party by 75% or more of damages sought, in any action brought pursuant to this Agreement, shall be entitled to reasonable attorneys' fees and court costs arising out of any action or claim to enforce the provisions of this Agreement as determined by such Court.

Section 11. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

If to the County: Director
Kendall County Planning, Building & Zoning
111 West Fox Street, Room 203
Yorkville, Illinois 60560
Fax: 630-553-4179

With copy to:
Kendall County State’s Attorney
807 John Street
Yorkville, Illinois, 60560
Fax: 630-553-4204

If to BCB: BCB Development IV, LLC
6111 North River Road, 4th Floor
Rosemont, IL 60018
Attn: Brian Nagorsky

With a copy to: John Philipchuck
111 East Jefferson Avenue, Suite 200
P.O. Box 565
Naperville, IL 60566

If to Tanglewood Trails HOA:
Tanglewood Trails Homeowners Association, Inc.
c/o Registered Agent
Michael Baum
540 W Galena
Aurora, IL 60506

Or any such other person, counsel or address as any party hereto shall specify pursuant to this Section from time to time.

Section 12. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

Section 13. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated herein, this agreement supersedes any other prior written or oral agreements between the parties and may not be further modified except in writing acknowledged by all parties.

Section 14. Nothing contained in this Agreement, nor any act of the County or the other Parties pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County and the other Parties.

Section 15. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such
provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. Nothing in this agreement shall be interpreted to alter jurisdiction over the Subject Development’s roadways, which shall be officially turned over to the Township by Kendall County upon completion of the Subject Project.

Section 17. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

Section 18. This Agreement shall take effect upon the date of the final signature below, and shall remain in effect until the completion of the Subject Project. However, waiver and indemnification obligations shall survive beyond the date of completion of the Subject Project.

Section 19. The Parties' waiver of any term, condition, or covenant or breach of any term, condition, or covenant, shall not constitute a waiver of any other term, condition, or covenant, or the breach thereof.

Section 20. Kendall County and BCB and the Tanglewood Trails HOA each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of
this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

County of Kendall, a unit of local government of the State of Illinois

By: 
Chair, Kendall County Board

Attest:

_________________________________________
County Clerk

BCB Development IV, LLC, an Illinois Limited Liability Company

By: 

Title: 

Tanglewood Trails Homeowners Association, Inc., an Illinois Corporation

By: 

Title: 
CALL TO ORDER
The meeting was called to order by Committee Chair Lynn Cullick at 9:04 a.m.

ROLL CALL
Committee Members Present: John A. Shaw - here, Lynn Cullick – here, Judy Gilmour - here, Dan Koukol – here, and John Purcell (arrived at 9:07 a.m.)

Others present: Jeff Wilkins, Glenn Campos, Scott Koeppel, Leslie Johnson, Jim Pajauskas, Rich Ryan, Anne Vickery, Becky Rudolph

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

APPROVAL OF MINUTES: Member Gilmour made a motion to approve the August 6, 2015 meeting minutes, second by Member Shaw. With all in agreement, the motion passed.

MONTHLY REPORTS

CBIZ UPDATE

✓ Health Insurance Update – Jim Pajauskas spoke on the renewal of insurance with Blue Cross/Blue Shield. He stated that the renewal rates effective for January 1, 2016 were a 24% increase over the previous year. He stressed that the numbers presented were not final as they had received them only a couple of days before hand and were still in negotiations. Mr. Pajauskas also stated had the County self-funded in 2015 it would have spent approximately $600,000 more. He also spoke on the benefits of HSA plans and other cost control measures in the future.

Member Shaw left the meeting at 9:46 a.m.

Member Purcell left the meeting at 9:57 a.m.

WINE SERGI - Rich Ryan spoke on workers compensation. In examining self-insurance in the state, currently there are only five providers. The providers have a minimum of $500,000 self retention (deductible) versus the current plan deductible of $100,000. Factors currently being examined are having KenCom and the Forest Preserve insured separately from the County, adjusting the deductible and coverage limits, and carriers. Ryan and Glenn Campos are reviewing current claims with the carrier to develop more accurate estimate of possible cost for current claims.
COUNTY ADMINISTRATOR – Jeff Wilkins spoke on the free annual wellness checks given by the Health Department for County employees coming up on September 24, 2015. He also gave an overview of both the County Board’s and the Office of Administration budget for 2016.

DEPARTMENT HEADS AND ELECTED OFFICIALS –

➢ Technology Director – FY2016 Budget Review – Scott Koeppel gave an overview of the technology budget. He explained the budget is higher this year due to several large project expenses previously planned for, including update of Microsoft Office licenses. He also gave an explanation of how the camera in the Board room operated.

NEW BUSINESS

➢ Authorization reissuance of Technology Services Credit Card with $3000 limit. Jeff Wilkins stated that the reissuance of the credit card was simply to change the name from Stan Laken to Scott Koeppel. With all in agreement, the motion passed

OLD BUSINESS – None

PUBLIC COMMENT – Anne Vickery spoke on the merits of the Kendall Area Transit system for rural areas of the County.

EXECUTIVE SESSION - None

ACTION ITEMS FOR COUNTY BOARD - None

ITEMS FOR COMMITTEE OF THE WHOLE –

ADJOURNMENT – Member Koukol moved to adjourn the meeting at 10:47 a.m., Member Gilmour seconded the motion. The motion was unanimously approved by a voice vote.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Project Coordinator
HIGHWAY COMMITTEE MINUTES

DATE: September 8, 2015
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Dan Koukol, Jeff Wehrli, and Matt Prochaska
STAFF PRESENT: Ginger Gates, Fran Klaas, Andy Myers, and John Burscheid
ALSO PRESENT: Jeff Wilkins and PJ Fitzpatrick

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

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

Motion Wehrli; second Prochaska to approve the Highway Committee minutes from the August 11, 2015 meeting. Motion carried unanimously.

An intergovernmental agreement between Kendall County and LaSalle County was presented to the Committee. Motion Prochaska; second Wehrli to forward the agreement to the County Board for approval. The agreement governs the payments from LaSalle County to Kendall County for the Millington Road Bridge painting. Millington Bridge is considered a county line bridge, which obligates LaSalle County to pay their fair share for the improvements. Because LaSalle County has some other big bridge projects programmed over the next few years, they requested that they spread out their payments for Millington Bridge over a 5-year period. Chairman Koukol asked the County Engineer how long it took the State’s Attorney office to prepare the agreement. Klaas indicated that it did not take long at all, and that the Highway Department gets excellent service from the State’s Attorney Office. Motion to forward the agreement to the County Board for approval was approved unanimously.

The Phase 2 Engineering Agreement between Kendall County and Willett Hofmann Associates, Inc. was presented to the Committee. Motion Koukol; second Wehrli to forward the agreement to the County Board for approval. This agreement provides Phase 2 Engineering Services for Grove Road Bridge over West Aux Sable Creek, just south of Chicago Road. This is a fairly substantial project with an estimated construction cost of approximately $2 million. The agreement is based on the estimated man-hours of engineering work to be completed, and has a not-to-exceed price of $153,377. There is a minor amount of land acquisition required for the project as well, since the elevation of the roadway will be raised. Motion to forward the agreement to the County Board for approval was approved unanimously.

The proposed Multi-Year Surface Transportation Plan was presented to the Committee. The Plan was originally presented to the Committee in August for review. It has also been available for review on the County’s website for about 1 month. The only changes in the most recent version are related to the Orchard/Minkler/Collins/Grove project. $1 million has been added to the Plan for Phase 1 Engineering on that project. Other projects in the later years of the Plan were reduced by $1 million so that there was no change in the total dollar value of the plan. Chairman Koukol requested that copies of the plan be included in the packets for the County Board. After review,
motion Prochaska; second Wehrli recommending approval of the Surface Transportation Plan to the County Board. Motion approved unanimously.

The Committee briefly discussed the status of the Illiana project. They discussed signing at the Route 126 and Old Ridge Road intersection. They also had a discussion about who was responsible for the roadway project at Wolf Road and Route 30, related to the recent construction of the Speedway gas station. Per Wehrli, the road widening and pavement markings for that project do not appear to be working very well.

Prochaska reported that he had attended a City of Yorkville Council Meeting recently. The new developer of the Fountainview Subdivision adjacent to the Highway Department is aware of the $60,000 obligation to the County and should be contacting us soon.

Motion Wehrli; second Prochaska to forward Highway Department bills for the month of September in the amount of $41,863.12 to the Finance Committee for approval. Motion carried unanimously.

Meeting adjourned at 4:25 P.M.

Respectfully submitted,

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

ACTION ITEMS

1. Intergovernmental Agreement between Kendall County and LaSalle County for the improvement of Millington Road Bridge over the Fox River.

2. Phase 2 Engineering Agreement between Kendall County and Willett Hofmann Associates, Inc. for Grove Road Bridge over Aux Sable Creek, not to exceed $153,377, from the County Bridge Fund.

3. Approve Kendall County 5-Year Surface Transportation Program for 2016-2020.
INTERGOVERNMENTAL AGREEMENT FOR THE FUNDING OF SANDBLASTING, REPAINTING AND PAINT & COATING INSPECTION OF THE BRIDGE STREET / MILLINGTON ROAD BRIDGE TRAVERSING OVER THE FOX RIVER, MILLINGTON, ILLINOIS

THIS INTERGOVERNMENTAL AGREEMENT ("the Agreement") is entered into by and between the County of Kendall, a unit of local government of the State of Illinois ("Kendall County") and the County of LaSalle, a unit of local government of the State of Illinois ("LaSalle County").

WITNESSETH:

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

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

WHEREAS, there exists a bridge within the Village of Millington, Illinois that crosses the Fox River, which is commonly referred to as the "Millington Road Bridge" ("Bridge"). Kendall County's section number for the Bridge is 14-00128-00-PA and LaSalle County's section number for the bridge is 15-00779-00-PA. Pursuant to 605 ILCS 5/5-502 or 605 ILCS 5/5-503, said Bridge is within the jurisdiction of both Kendall County and LaSalle County and as such, these government bodies may jointly fund and repair the bridge as they deem necessary; and
WHEREAS, Kendall County and LaSalle County have determined that the Bridge is currently in need of sandblasting and repainting, which the Counties desire to coordinate and fund in cooperation with each other and it has been determined that Kendall County shall handle all facets of the bidding and contracting process for the herein described repainting project (the “Project”), for which LaSalle County shall reimburse Kendall County for fifty percent (50%) of the final Project costs over a period of five (5) years beginning with fiscal year 2015; and

WHEREAS, Kendall County awarded the sandblasting and repainting of the Bridge to Eagle Painting & Maintenance, 1865 Bernice Road, Lansing, IL 60438 for a cost of four hundred sixty thousand dollars ($460,000), pursuant to Competitive Bidding on the Project; and

WHEREAS, Kendall County hired KTA-Tator, Inc., 115 Technology Drive, Pittsburgh, PA 15275 at an estimated cost of twenty five thousand dollars ($25,000) to provide inspections of the painting performed by Eagle Painting & Maintenance; and

WHEREAS, the Project was completed on or about August 12, 2015; and

WHEREAS, the Project, now completed, shall assist in providing a safe and efficient roadway and bridge network for the benefit of the residents of both Kendall County and LaSalle County.

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

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

Section 2. Kendall County agrees to the following:

A. Kendall County has selected and contracted with all contractors and subcontractors necessary to complete the Project and Kendall County has been responsible for supervising the completion of the Project by the contractors and subcontractors retained by them.
B. Kendall County shall initially fund the Project costs invoiced by Eagle Painting & Maintenance and KTA-Tator, Inc. for their work on the Subject Bridge, with the understanding that they will be reimbursed by LaSalle County for fifty percent (50%) of the final Project cost amounts in accordance with the payment schedule enumerated in Section 3.

C. Kendall County has ensured that the Project complies with the rules and regulations directed by the Illinois Department of Transportation ("IDOT"), Federal Highway Bridge Program and all other applicable local ordinances, state and federal laws.

D. Kendall County has complied with all competitive bidding and selection requirements necessary for completion of the Project pursuant to applicable state and federal laws.

E. On or before November 30, 2015, Kendall County shall provide LaSalle County with an invoice for the total amount of final Project costs paid by Kendall County with a computation of the fifty percent (50%) of final Project costs balance ("LaSalle County Project Costs") to be repaid by LaSalle County.

Section 3. LaSalle County agrees to the following:

A. In consideration of the mutual promises and the terms and conditions set forth herein, LaSalle County agrees to repay to Kendall County the entire LaSalle County Project Costs in five (5) annual installments, with the first payment commencing on or before November 30, 2015, and continuing each year thereafter until the remaining LaSalle County Project Costs balance has been repaid to Kendall County in full. Therefore, the LaSalle County Project Costs balance shall be paid as follows:

1) November 30, 2015 – First payment of $50,000
2) November 30, 2016 – Second payment of $50,000
3) November 30, 2017 – Third payment of $50,000
4) November 30, 2018 – Fourth payment of $50,000

5) November 30, 2019 – Fifth and final payment of remaining portion of LaSalle County Project Costs as will be determined at the time a final invoice is submitted to LaSalle County.

B. The parties understand and agree that the currently estimated total Project cost of four hundred eighty five thousand dollars ($485,000.00) may increase or decrease according to final invoicing by the Project’s contractors, and thus the final (fifth) payment to be paid by LaSalle County shall be determined at the time Kendall County provides its final costs to LaSalle County. LaSalle County agrees to pay its final portion of the fifty percent (50%) total Project balance by November 30, 2019, whether said amount is higher or lower than the currently estimated forty two thousand dollars ($42,000).

Section 5. General Terms & Conditions:

A. The failure of LaSalle County to perform, keep or observe any of the covenants, conditions, promises, agreements or obligations with respect to this Agreement, shall constitute a Default by LaSalle County hereunder. Further, in the event LaSalle County shall fail to timely make a scheduled payment, which LaSalle County is required to perform under this Agreement, Kendall County shall notify LaSalle County in writing and allow LaSalle County thirty (30) days from the date of receipt of the notice to cure the default. If the default is not cured within 30 days of receipt of such notice, Kendall County will consider LaSalle County to be in Default under this Agreement. Upon the occurrence of a Default, Kendall County may, by any action or proceeding at law or in equity, pursue and secure any available remedy, including but not limited to the specific performance of the agreement contained herein. LaSalle County further agrees to reimburse Kendall County for all attorneys’ fees and costs incurred by Kendall County related to Kendall County’s enforcement of this Agreement.
B. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

C. All notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

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

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

*If to LaSalle County:* 

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

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

E. LaSalle County and Kendall County agree that the waiver of, or failure to enforce, any breach of this Agreement by the remaining party shall not be construed, or otherwise operate, as a waiver of any future breach of this Agreement. Further, the failure to enforce any particular breach shall not bar or prevent the remaining party from enforcing this Agreement with respect to a different breach. No endorsement or statement on any check or correspondence accompanying a check for payment of an installment shall be deemed as an accord and satisfaction and Kendall County may accept such payment without prejudice to its rights to recover the balance of LaSalle County Project Costs still owed.

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

G. 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.

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

J. Should LaSalle County desire to pay the remaining portion of their Project Costs in a lump sum in advance of the final payment date, then it may do so upon sending written notice to Kendall County along with the remaining funds.

K. Nothing in this Agreement shall be inferred to, or obligate, either party to have a duty to provide the other with insurance for the subject bridge or otherwise indemnify and hold harmless the other in connection with the use, enjoyment, ownership, maintenance, repair or replacement of the subject bridge.

L. Nothing in this agreement shall be construed as to change the jurisdiction of either LaSalle County or Kendall County in respect to their roadway and/or bridge improvements, and their ongoing jurisdictional duties in respect to the roadways and bridge themselves.

M. The Term of the Agreement shall commence as of the Agreement Date and shall expire upon final repayment of the LaSalle County Project Costs except as otherwise specified herein.
N. Kendall County and LaSalle County each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers on the date(s) below.

County of Kendall, a unit of local government, of the State of Illinois

By: ____________________________  By: ____________________________
   Chair, Kendall County Board   Chair, LaSalle County Board

Date: ___________________________  Date: ___________________________

Attest: __________________________ Attest: __________________________

County Clerk   County Clerk
## KENDALL COUNTY HIGHWAY DEPARTMENT

### 5-YEAR SURFACE TRANSPORTATION PROGRAM

#### 2016 - 2020

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<th>LIMITS</th>
<th>TOTAL ESTIMATE</th>
<th>FUNDING</th>
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| Eldalma Road          | Bridge & Approaches       | Highpoint Road to U.S. Route 34 | $50,000,000    | Fed.??/ST/MFT    | 2017 | *Assumes 80% Fed.       |

5-Year Total: $49,800,000  Reimburseable: $8,874,000

*Total cost for the Eldalma Road Extension from Highpoint Road to U.S. Rte. 34 is $50 million. 80% federal funding ($40 million) is assumed but not guaranteed out of the next federal transportation bill.
Facilities Committee Minutes  
August 31, 2015  
Replacing September 2015 Meeting

CALL TO ORDER
Chairman Davidson called the Facilities Management Committee meeting to be in session; located in the County Office Building County Board Conference Room to order at 3:30 p.m.

1) Roll Call – Suzette Sanford called roll call for attendance. Present were Chairman Davidson, Vice-Chair Koukol, Member Wehrli, Member Prochaska & Member Gilmour. All committee members were present to form a quorum of the committee. County Administrator Wilkins, D.C. Gillespie of KCSO & Facilities Management Director Smiley was also present.

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

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

4) Meeting Agenda Approval – Chairman Davidson asked for a motion to approve the meeting agenda. Member Gilmour made a motion to approve the agenda for the Facilities Committee meeting for September 2015, being held on August 31, 2015. Member Prochaska 2nd the motion. All members votes aye via a voice vote. Motion approved.

OLD BUSINESS/PROJECTS

1) COB Security System Improvements
   - No change.

2) K.A.T. Space Needs for Expansion
   - The power operator for the handicapped access door opener was removed from the wall being demolished on the North side department. Old wall was demolished. Power was run into the former FP storage room. Outlets were added to power various pieces of equipment to become the new break room for the K.A.T. Break room is now in operation. We hope to have the Operations area completed this month.

3) Mandated Elevator Pit Ladder Replacements
   - The ladders were installed Friday August 21, 2015.
   - Project complete.

4) State’s Attorney Cubicle Project
   - Pricing has been provided to Eric Weis. Awaiting Eric’s review of pricing.

5) Sheriff’s Office Records Dept. move to Courthouse project
   - KCFM connected phone, data and power wiring in place to support the staff & equipment moves. Staff was moved on Thursday, August 6, 2015.
   - Project complete.

6) Public Safety Center Elevator Shaft Failure
   - The Public Building Commission agreed to fund the repair. Jim asked the vendor to provide a contract instead of the quote provided to date. The State’s Attorney’s office reviewed the contract and suggested a couple of changes. The vendor is reviewing the suggested changes currently. Jim hopes to have the contract done soon so repairs can begin.

NEW BUSINESS/PROJECTS

1) Chairman’s Report
   a. Public Safety Center (PSC) & Courthouse (CH) Security Systems Upgrade Contract Negotiation Meeting

Report from meeting
D.C. Gillespie said that he thought we should negotiate more on the up to $9,000.00 reimbursable request on the contract. Chairman Davidson said that he thought we should have a flat fee for everything on the project. Bob also said that we don’t want to miss anything in the scope of the project as we would pay for more than the $9,000.00 requested if extras were added after the fact. Member Prochaska said he was at the negotiation meeting and was stuck on Dewberry asking to redo the survey of what’s in place now and thinks it does not need to be done. So, Matt thinks additional money to be negotiated out of the contract. Talk centered on the scope and where savings might be had. Dewberry suggested that we might not have to replace all of the wiring. Vice-Chair Koukol said we should just consider replacing all of the wiring to reduce finger pointing and to aid troubleshooting issues in the future. D.C. Gillespie agreed for the same reasons and because he believes the hub will be in a new location.
NEW BUSINESS/PROJECTS CONTINUED

a) Public Safety Center (PSC) & Courthouse (CH) Security Systems Upgrade Contract Negotiation Meeting - Continued

Chairman Davidson agreed and also said we needed to keep using the old wire to keep systems running while the new systems are being installed. Bob also suggested the old wire stay in place as a cost savings item. D.C. Gillespie said he thinks at least some of the old wiring needs to be removed. Director Smiley said devices could be added to the coax to be able to reuse and turn the coax into twisted pair that is required for the new IP cameras. But Jim cautioned if this was done, additional devices would need to be added to the coax, which could be future failure points. Vice-Chair Koukol said he agrees that all wiring should be taken out and replaced including the coax. County Administrator Wilkins suggested the fee being paid to Dewberry be fixed at $221,000.00 as a flat fee for all services on the project, with no reimbursements. D.C Gillespie said he was comfortable with that number as he had put a preliminary budget together for the project 2-3 years ago and came up with a similar number. Member Wehrli said he thought we could get support for that amount form the County Board. Consensus by all committee members was to go ahead and offer $221,000.00 as the fixed fee with no reimbursements. D.C. Gillespie and Director Smiley were directed by the committee to offer this proposed $221,000.00 fixed fee to Dewberry at the next negotiation meeting.

2) PSC UPS systems Annual Preventative Maintenance
- Preventative maintenance of both systems was done on August 5, 2015. Both systems were found to be operating properly.
- Project complete.

3) Annual Parking Lot & Drive Maintenance
- Director Smiley reviewed the parking lots and driveways. The worst area was found to be on the drive leading to the rear of the Public Safety Center, Animal Control & Facilities Mgmt./Coroner.
- Jim received prices to patch the middle section of the drive. Repairs are to be completed soon.

**Report from meeting**
Director Smiley said he was getting additional prices for the projected work this year. Jim plans to go over them with Chairman Davidson, then get the work going before the weather turns bad.

4) Circuit Clerk Auto Attendant and Telephone Sets New Setup
- Jim met with Caryn Kollins and the vendor to go over the changes needed. The Circuit Clerk wants to add an automatic answering position to route calls in her department. The calls will be routed to four distinct groups representing the major functions each group performs in the department. There will also be a way for people to dial by name or got to a listing of county departments. It was determined there would only be minor savings to have Jim or KCFM staff reprogram the telephone sets. So, the vendor is being hired to make those changes as well.
- Jim is coordinating the integration between the Circuit Clerk’s office and the vendor.

5) 2016 KCFM Budget
- The budget was completed on time and turned in as requested. Jim presented the budget last Friday. The budget ended up being around 1% over the current budget. The main reason for this was because Jim was recently notified that transmission charges ComEd has been trying to get set was recently approved for electric that has already been consumed. So, the charges are being started now and will run through the end of our current provider’s contract next June.
- The charges are approximately $1,000.00 per month or about $13,000.00 for the duration.
- Item complete.

**Report from meeting**
Vice-Chair Koukol asked if it is still the policy that departments budget for their own projects and Facilities will build and/or manage the projects. All committee members said yes. Jim explained that sometimes funds are approved and then the funds go to the Facilities capital budget to do the projects as well.

6) 2016 Copier Deployment Schedule
- As part of the budget each year Jim goes through the machines that are coming out of service or leases that are expiring. The current schedule allows us to replace these pieces of equipment and keep the charges to a little less than we are currently paying. Basically renew the fleet without spending more to do it.

**Report from meeting**
Consensus was to go ahead with the changes as shown since it is not increasing the budget and is renewing the fleet of machines as needed.
NEW BUSINESS/PROJECTS CONTINUED

7) Courthouse Lightning Protection
   - Facilities Chairman Davidson asked Director Smiley to see if lightning protection was connected on the original courthouse. Jim found that lightning protection was never installed on the roof and no wiring is present in the attics of either penthouse. Jim was asked to see if he could get a budgetary price for the budget. The budgetary price Jim received was $90,000.00.
   - This was explained to the Finance Committee during the budget presentation.
   - Chairman Davidson said he was going to see the Public Building Commission would consider funding this as well.

Report from meeting
Director Smiley explained this was something that normally needs to have an engineer design. So, we should consider hiring an A/E or go to a company that designs systems to provide a design that could be priced. Member Wehrli said that PBC could consider paying for the work if done, but cautioned that they are trying to close out the PBC this year and it is planned to be done sooner than our normal county yearend. So, Jeff suggested if the pricing cannot be determined in time the remaining funds will revert to be used for projects at these facilities anyway. Committee direction to Jim was to get a couple of prices from Lightning Protection design firms and to bring the cost back to the committee.

EXECUTIVE SESSION
Executive session was not required.

ADJOURNMENT
   - Chairman Davidson asked if there was a motion to adjourn the meeting. Member Wehrli made a motion to close the meeting at 4:29 p.m. Member Prochaska 2nd the motion. All members voted aye via voice vote. Motion approved. Meeting adjourned by Chairman Davidson at 4:29 p.m.

Submitted by,
Jim Smiley
Facilities Management Director
Call to Order
The meeting was called to order by Chairman Dan Koukol at 8:30 a.m.

Roll Call
Committee Members Present: Chairman Dan Koukol, Judy Gilmour, Lynn Cullick, Scott Gryder (arrived at 8:35 a.m.), Matt Prochaska
Committee Members Absent:
Staff Present: Andrez Beltran, Economic Development and Special Projects Coordinator; Jeff Wilkins, County Administrator
Members of the Public: Kathy Scheller, MetroNet.

Approval of Agenda – Ms. Cullick made a motion to approve the agenda. It was seconded by Ms. Gilmour. Approved 5-0.

Approval of Meeting Minutes – Mr. Prochaska made a motion to approve the meeting minutes from the May 22, 2015 meeting. Seconded by Ms. Cullick. Approved 5-0.

New Business

MetroNet Presentation

Ms. Scheller gave a presentation on MetroNet. MetroNet is a fiber optic provider headquartered in Evansville, Indiana. Currently in 23 communities, MetroNet provides video, audio, and data services to premises. It also looks to have high penetration in the communities it serves (40% in 40 months). Current proposed areas in Kendall County include: Plainfield, Oswego, Montgomery, and unincorporated Boulder Hill.

Chairman Koukol asked if they used their own crews or if they used local businesses. Ms. Scheller stated that MetroNet brings in a program manager but uses local crews.

Mr. Prochaska asked if the pricing would be similar to Indiana. Ms. Scheller said it should be. Mr. Prochaska also asked if there was a data cap for users. Ms. Scheller said there was not. Mr. Prochaska inquired when the franchise agreement process will start. Ms Scheller said most likely September.

The Committee asked Ms. Scheller to look into several unincorporated areas in the County to get an estimate of when service could be expanded to them. She said she would ask her engineers.

The Committee also asked on the timeframe of the build outs. Ms. Scheller stated they were looking to do engineering through the rest of the year with digging to start next year. She also stated an estimate of two to three years between phase one and two.

CMAP LTA Industrial Market Analysis: Kick-off Meeting September 2
Mr. Beltran stated on September 2 the kick-off meeting for the Industrial Market Analysis will be held at the quarterly Mayor-Managers of Kendall County meeting. In addition to County mayors and managers/administrators, economic and community development staff have been invited. CMAP staff will be present to go over the project and answer questions.

Old Business

Revolution Fund Loans Update
- **Dearborn Café**
  Mr. Beltran stated on Friday, August 7, funds in the amount of $80,000 were disbursed to the Dearborn Café. The Café’s original name had been Countryside, but the owners, Robert and Debra Dearborn, had decided to change a name. This did not impact the process.
- **Civilian Force Arms**
  Mr. Beltran stated on Friday, August 7, funds in the amount of $90,000 were disbursed to Civilian Force Arms.

Update: Process
Mr. Beltran went over a rough outline of the process with the Committee. Chairman Koukol stated he and Ms. Cullick would set up a meeting with the State’s Attorney’s Office to discuss it further.

Possible Loan
Mr. Wilkins stated that there was a possible loan that was brought to staff’s attention. Staff would keep the Committee apprised.

Planning 2015 Kendall Economic Development Alliance Legislative Business Forum – White Tail Ridge reserved for September 23

Mr. Beltran stated that reservation and sponsorship forms have to been sent out to groups such as the municipalities, Chambers of Commerce, and interested businesses. He continued that currently there are four sponsors for the event: ComEd, Waubonsee Community College Bridgeview Bank, and Yorkville National Bank and Trust.

In addition, Mr. Beltran said he would be contacting legislators today to supply a short summary of initiatives they have proposed and supported to grow the private sector in Kendall County, and a list of questions to be asked at the event. The questions were as follows:

1. Do you believe revision of Illinois income tax structure would improve business climate and spur private sector job growth? Why?
2. What infrastructure projects in Kendall County do you support and believe would create long term private sector job growth?
3. Do you believe revising workers compensation laws would help spur private sector job growth? Why?
4. Would you be in favor of legislation preserving the centerline for the proposed Prairie Parkway?
5. Would you support enabling legislation for units of government in Kendall County to either become part of, or contract with, the RTA for the purpose of a Metra extension?
On August 12, Mr. Beltran stated he and Mr. Wilkins along with Executive Director of the Upper Illinois River Valley Development Authority (UIRVDA) and the Mayor of Plano met with a Plano business to discuss possible financing options for brownfield redevelopment. During the discussion staff explored their various needs in relation to expansion. After getting their contact information, staff will be contacting the business again in the next year to follow up on their progress.

Regional Initiatives Update

Mr. Beltran gave the following updates:

- **Chicago Metro Metals Consortium (CMMC)**
  The CMMC met on August 13. There are two Manufacturing Matchmaking events coming up: October 12 in Elk Grove and October 20 in Lake County. There are also discussions about hiring a manager for the program.

- **Metro Chicago Exports**
  Tom Hulseman came out to July’s KEDA meeting to go over the program with the members and clear up any questions. The second wave of the micro-grant had forty-nine eligible applicants for a total of $220,000 in possible loans. Currently there is only $127,000 in monies left. One Kendall business was amongst them. The Grant Committee has started formulating how to award the remaining grants. The Grant Committee is comprised of:
    - Tom Boon, Summit Industries (IL-District Export Council)
    - David Boulay, Illinois Manufacturing Excellence Center
    - Laura Ortega, IL Chamber of Commerce / International Business Council
    - Philip Pittsford, Corr-Jensen (IL-District Export Council)
    - Haley Stevens, Digital Manufacturing and Design Innovation Institute
    - Ursula Wegrzynowicz, Trade Acceptance Group (IL-District Export Council)

- **Growing Our Regional Economy**
  The group updated on truck permitting process. They bid out the process to Cambridge Systematics. They are currently in information gathering stage and are looking to set up meetings with County executives at the end of September, possibly early October. By May the outcome will be a set of guidelines for governments to help streamline truck permitting. They are also looking for contacts in overweight/oversized.

  Mr. Gryder added that the group surveying counties has reached out to Fran Klass, the County Engineer.

  Foreign Direct Investment strategies were also discussed. Mergers and Acquisitions is the dominant form of FDI compared to Greenfield. Examination of FDI in the Chicago Metro area shows that manufacturing has the largest, and with biggest investor being Japan. This data will help develop regional priorities that can be used
to create a targeted strategy. A possible next step is collaboration on branding the Chicago Metro area.

- **Oswego Rotary Club on August 12**
  On August 12 the Mr. Beltran and Mr. Wilkins were invited to the Oswego Rotary Club to speak on economic development in Kendall County. After a brief overview of the County, its past and current economic development initiatives, staff answered questions on topic such as MetroNet and the current state of the Metra extension. There was also interest in the Legislative Business Forum.

  Mr. Wilkins stated they were also interested in the 5th Street extension in Oswego.

**Chairman’s Report**

Chairman Koukol asked Mr. Gryder to give an update on the Metra Meeting held on August 25 in conjunction with County, municipality, and Metra officials and staff. Mr. Gryder stated that the status of the $75 million dollars appropriated several years ago is unknown. He continued to say that the majority of the $7.5 million appropriated to study a Metra extension has to been spent as the Metra does not want to spend money on studies that will be outdated. Mr. Gryder stated both Representative Randy Hultgren and Senator Mark Kirk are looking into it. He also stated the Governor’s office has been contacted as the project will need state and federal funding to happen.

Mr. Gryder also stated he met with the BNSF Railroad on Monday. He stated they were excited but understanding of the challenges. They saw the potential for a spur somewhere on the line. They stated that there were two major challenges: funding, but also a treacherous portion of track in Colorado.

Mr. Gryder spoke on the Federal Reserve Roundtable he recently attended. Manufacturing and stocks are not doing well right now. Commercial construction is up, however.

Finally, Chairman Koukol stated that the budget for Economic Development was included in the packet. The Committee had no questions on it.

**Public Comment** – None

**Executive Committee** - None

**Adjournment**

With no further business to discuss, Mr. Prochaska moved to adjourn. The motion was seconded by Mr. Gryder. There being no objection, the Economic Development Committee at 9:58 a.m., adjourned.

Respectfully Submitted,

Andrez P. Beltran
Economic Development and Special Projects Coordinator
MEETING MINUTES

1. **Call to Order:** Chair John Purcell called the meeting to order at 12:06 p.m.

2. **Members Present:** Matthew Prochaska, Scott Gryder, John Purcell, Bob Davidson
   
   Member Elizabeth Flowers arrived at 1:24 p.m.

   **Others Present:** John A. Shaw, Latreese Caldwell, Bob Jones, Jeff Wilkins

3. **Proposed Budget Changes:** Latreese Caldwell reviewed the corrected IMRF report with the committee and highlighted the areas of new construction, CPI and EAV.

4. **Review of Budgets:**
   
   **Jim Smiley, Facilities Management,** reviewed his proposed budget, cost savings in FY2015, and factors affecting pricing, utility costs, upcoming projects and estimates for FY2016.

   **Pam Geigenheimer, Tax Board of Review** reviewed the proposed budget with the committee.

   **Sheriff Dwight Baird, Sheriff’s Office** reviewed his budget in detail and noted that he has reduced his full-time staff by two, and said he plans to hire replacements of 2 deputies and 1 records clerk.

   **Andy Nicoletti, Assessor’s Office** reviewed the Farmland Review and Assessment budgets.

   **Commander Joe Gillespie, Emergency Management Agency,** briefed the committee on the purpose of emergency management, mitigation, preparedness, response, and recovery, and described their goals for 2016. Commander Gillespie received a letter from the state yesterday stating that his budget is covered 100% by a grant for FY2016.

   **Vicky Chuffo, Public Defender’s Office** reviewed the proposed budget and explained there is very little change.
Butch Konicek, KC Soil & Water District introduced staff members Megan Andrews, Resource Coordinator, Jenny Wold, Education Coordinator and Matt Kellogg, District President. Mr. Konicek briefed the committee on recent budget cuts caused by the state budget crisis, 35% of their funding from last year that was cut, and potential cuts to employee benefits in FY2016. Mr. Konicek explained their proposed budget, and said they are mandated to maintain the office even if they don’t receive state funding, or have staff to operate the office. Mr. Konicek stated that they have cut their administrative office staff position already this year. Mr. Konicek asked for $42,000 for their budget, as well as an additional $20,000 special allocation for their reserve fund, for the budget short-fall of the district. Mr. Konicek said that they would return those funds if they are not needed.

Tina Varney, Court Services/Probation – Ms. Varney explained that one of the two pre-trial officers began on November 1, 2014, and the second officer started in mid-January 2015. Since April 1, 2015, they have done 274 bond reports for the judges, and they have had, or are currently are supervising 87 pre-trial clients. The program is going really well, with great feedback from the Administrative Office of Illinois Courts and other offices around the state. They are working on a 6 month statistical review (April through September), and will share that information with the Board when available. Ms. Varney stated that these two positions provide judges with more objective information and verifying that information to aid judges in determining bond at a bond call. This includes a pre-trial assessment on every client, assessing their level of risk for pre-trial misconduct, low, moderate or high to reoffend, or to fail to appear in court. This also includes monitoring of clients by pre-trial officers, and calls reminding the client of court dates, updating of records, and monitoring for re-arrest. Judge McCann added that this has been an invaluable service to the judges.

Ms. Varney said she included in her budget a probation officer for the drug court, with the understanding the drug court grant would pick up the salary and benefits for that position. Ms. Varney said that if there is no funding from the redeploy grant, the drug court probation officer position would be eliminated.

Ms. Varney explained that pending approval by the County Board, there will be a slight increase in the rate of the juvenile detention contract with Kane County. The new rate of $110 per day will be effective December 1, 2015. Ms. Varney reported the average expense for detention for the last five years has been approximately $109,000 per year.

Robyn Ingemunson, Circuit Clerk’s Office – Ms. Ingemunson said that the budget remained basically the same with the exception of wage increases. She also said that revenues have decreased slightly due to fewer cases in the court system.

Jill Ferko, County Treasurer said that there are no increases in the Treasurer budget other than salaries. Ms. Ferko also reviewed the budgets for Auditing and Accounting, Unemployment, Property Tax Services (which is the for the DevNet
Property Tax software program and services provided to the Treasurer, County Clerk, GIS/Mapping, and the Assessor), IMRF and Social Security, Tax Sale Automation, Sale and Error, and the Indemnity Fund.

Sandra Davis and Wayne Mundsinger from the University of Illinois Extension Office reviewed their budget and stated that they are asking for a 1 percent increase from the county because the state is reducing their matching funds by $11,000. They are working diligently to increase their other matching fund resources.

5. Other Business - none

6. Public Comment - none

7. Executive Session – none needed

8. Adjournment – Member Davidson made a motion to adjourn the Budget Presentation, second by Member Gryder. With all in agreement, the meeting adjourned at 4:32 p.m.

Respectfully submitted,

Valarie A. McClain
Administrative Assistant/Recording Clerk
INTERGOVERNMENTAL AGREEMENT

This AGREEMENT is made between the COUNTY OF KENDALL, Illinois, a local unit of government, (hereinafter referred to as "KENDALL COUNTY") and the COUNTY OF KANE, Illinois, a local unit of government, (hereinafter referred to as "KANE COUNTY") both organized and existing under the laws of the State of Illinois;

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

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

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are units of local government within the meaning of Article 7 Section 1 of the Illinois constitution of 1970; and

WHEREAS, the COUNTY OF KENDALL and the COUNTY OF KANE are public agencies within the meaning of the Intergovernmental Cooperation Act (5 ILCS 220/2); and

WHEREAS, the COUNTY OF KANE and the COUNTY OF KENDALL are authorized to establish, support and maintain a detention home for the care and custody of delinquent minors (55 ILCS 75/1); and

WHEREAS, the COUNTY OF KENDALL is desirous of utilizing the available housing for juvenile detainees which the COUNTY OF KANE can provide;

WHEREAS, pursuant to the Juvenile Court Act, 705 ILCS 405/5, the CIRCUIT COURT FOR THE SIXTEENTH JUDICIAL CIRCUIT and the DESIGNATED COURT SERVICES OFFICER (hereinafter referenced as "AUTHORIZED KENDALL COUNTY OFFICIAL") are authorized to request detention services for juveniles in a secure detention facility; and

WHEREAS, the COUNTY OF KENDALL may expend tax receipts for detention services purchased through agreement with the COUNTY OF KANE (55 ILCS 75/9.3); and

NOW THEREFORE, in consideration of the mutual covenants and conditions contained herein, the undersigned do agree to the following terms and conditions.

1. The foregoing recitals are incorporated herein as provision hereof.

2. The AGREEMENT commences upon date of approval and signature by KENDALL COUNTY and KANE COUNTY and will continue for a period of two (2) years from that date, at the fee amounts provided in Section 8.1.

3. HOUSING

3.1 KANE COUNTY agrees to provide temporary custody, specifically housing and detention services for minors authorized by KANE COUNTY, pursuant to the needs of KENDALL COUNTY, while remaining in compliance with all statutory requirements as delineated in Illinois Criminal Law and Procedures and the Illinois
Juvenile Court Act. It is expressly agreed by and between the parties hereto that KENDALL COUNTY shall send and KANE COUNTY shall duly accept minors authorized by KANE COUNTY for detention. It is further agreed that should KENDALL COUNTY determine separate authorization criteria and screening methods for minors to be detained, KANE COUNTY shall allow KENDALL COUNTY to determine whether a minor is authorized for detention, after agreement with KANE COUNTY. It is further agreed that KANE COUNTY shall make available to KENDALL COUNTY at least seven (7) beds at a time. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of minors, and shall not deny a detention request unless their facility has already reached maximum capacity, or for a basis otherwise specifically allowed through other provisions to this agreement. KANE COUNTY shall afford KENDALL COUNTY minors preference over all other jurisdictions, (except Kane and DeKalb Counties), in Illinois that might request detention services at any given time. All housing provided by KANE COUNTY shall be at the Juvenile Justice Center located at 37W655 Route 38, St. Charles, Illinois.

3.2 KANE COUNTY shall detain all KENDALL County juvenile offenders who require detention on a juvenile case and are less than eighteen years of age.

3.3 When eight (8) or more minors require detention, prior to sending a minor, an AUTHORIZED KENDALL COUNTY OFFICIAL shall make a verbal request for admission to KANE COUNTY via direct communication with the Kane County Juvenile Justice Center. KANE COUNTY shall respond at the time of the detention request to indicate availability of housing for the minor. KANE COUNTY shall make every attempt to accommodate KENDALL COUNTY when it requires detention of eight (8) or more minors, and shall not deny a detention request unless their facility has already reached maximum capacity, or for a basis otherwise specifically allowed through other provisions to this agreement.

4. COMMUNICATION BETWEEN KANE AND KENDALL COUNTY

4.1. Prior to admission, an AUTHORIZED KENDALL COUNTY OFFICIAL shall contact the Kane County Juvenile Justice Center for screening purposes and provide the following information if available:

4.1.a. A court order or a warrant authorizing the detention of the minor.

4.1.b. Any available health care information regarding the juveniles in custody. All health care information shall be provided to KANE COUNTY medical personnel in keeping with all applicable regulations and statutes.

4.1.c. Contact information for the detained minor's parent(s) and/or guardian(s).

4.1.d. Any information pertinent to ensuring the safety, security and welfare of the detained minor (e.g. alleged or underlying offense(s), criminal history, and immediate health care issues).

4.1.e. Information regarding the date, time, and place of the detained minor's next court hearing.

4.2 The following ongoing information shall be exchanged between the Kane County Juvenile Justice Center and Kendall County:

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Agreement KENDALL COUNTY & KANE COUNTY
August 27, 2015
4.2.a. KANE COUNTY shall immediately provide KENDALL COUNTY with timely information, as soon as is practical thereafter, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL COUNTY at the Kane County Juvenile Justice Center, including but not limited to: death, regardless of cause; escape or attempted escape; attempted suicide; serious injury to include accidental or self-inflicted; or a medical emergency requiring emergency services outside of the Kane County Juvenile Justice Center.

KANE COUNTY shall also provide KENDALL COUNTY with timely information, regarding any extraordinary or unusual occurrences involving any minor detained by KENDALL County at the Kane County Juvenile Justice Center, including but not limited to: assaultive behavior by the minor; or assaultive behavior toward the minor; ongoing or significant disregard for the rules and regulations of the Kane County Juvenile Justice Center by the minor; IDJJ required reports for incidents involving the minor; any internal incidents involving the minor which result in the filing of a police report or placement of the minor in segregated status.

4.2.b. In the case of the escape or attempted escape of a KENDALL COUNTY minor prisoner confined in the Kane County Juvenile Justice Center, the Kane County Chief Judge's Office or the Kane County Juvenile Justice Center shall notify the Sheriffs of Kane and Kendall County promptly by telephone, so they may use all reasonable means to recapture the minor prisoner. The escape of a KENDALL COUNTY minor prisoner must be reported immediately by telephone to the Sheriff of Kendall County. The date of such escape and the return to custody must be reported in writing to the Sheriff of Kendall County within forty-eight (48) hours of said escape.

4.2.c. KENDALL COUNTY shall provide KANE COUNTY with information on any upcoming court hearings and/or scheduled release dates for any minors detained by KENDALL COUNTY.

5. SCOPE OF DETENTION SERVICES: KANE COUNTY shall provide minors with detention services in keeping with the Juvenile Court Act (705 ILCS 405), all other governing statutes, and all detention regulations promulgated by the Illinois Department of Juvenile Justice. Services offered to minors housed for KENDALL COUNTY shall be commensurate to services offered to all other minors housed by KANE COUNTY.

6. TRANSPORTATION OF MINORS

6.1. An AUTHORIZED KENDALL COUNTY OFFICIAL, or the appropriate arresting agency's designated law enforcement official, pursuant to the established policies of KENDALL COUNTY, shall provide for transportation of minors to and from KANE COUNTY for initial admission. Thereafter, an AUTHORIZED KENDALL COUNTY OFFICIAL shall provide transportation of minors to and from KANE COUNTY for scheduled off-site health care services, court-ordered furloughs and court hearings. Yet, in the case of non-scheduled off-site medical care services, such as emergency hospital care, KANE COUNTY shall provide such transportation as is necessary for the juvenile to receive such care. Nothing in this agreement shall be
construed to place an obligation upon KENDALL COUNTY to provide transportation for a minor following release if such obligation does not already exist. KENDALL COUNTY is custodian of the minor when providing transportation. Except for emergency situations, an AUTHORIZED KENDALL COUNTY OFFICIAL will provide notice to KANE COUNTY one day prior to any transport.

6.2 It is further expressly agreed by and between the parties hereto that minors housed in KANE COUNTY for KENDALL COUNTY may not be removed by any person or persons without an order or writ from a court of competent jurisdiction or permission from an AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Twenty Third Judicial Circuit), except for emergency health care services.

7. HEALTH CARE SERVICES

7.1 Pursuant to the provisions of 705 ILCS 405/5-515, KANE COUNTY shall provide basic health care services (e.g. dispensing non-specialty prescribed medications, nursing care for minor injuries and illness, counseling for mental health concerns, and examination as needed by medical doctor and psychiatrist) to minors housed for KENDALL COUNTY in keeping with services made available to other minors housed in KANE COUNTY.

7.2 The parent(s)/guardian(s)/minor's medical insurance shall pay for any health care services received at a facility outside of the Kane County Juvenile Justice Center; this includes any emergency health care services deemed necessary by KANE COUNTY. The parent(s)/guardian(s)/minor's medical insurance shall pay for any specialty prescribed medications. KANE COUNTY shall coordinate with the parent(s) or guardian(s) to obtain insurance or insurance information. In the event the minor is not covered by medical insurance, KENDALL COUNTY shall bear any and all expenses arising from any specialty prescribed medications or medical services provided to the minor at a facility outside of the Kane County Juvenile Justice Center.

7.3 In the event a minor detained for KENDALL COUNTY is admitted for hospitalization for emergency health care services KANE COUNTY will notify the AUTHORIZED KENDALL COUNTY OFFICIAL (or other person authorized by the Chief Judge of the Circuit Court for the Twenty Third Judicial Circuit).

8. FEES AND PAYMENT

8.1 As consideration for the foregoing, KENDALL COUNTY agrees to provide compensation to KANE COUNTY in the amount of $110.00 per day, per minor for detention beds. KANE COUNTY shall provide an invoice to KENDALL COUNTY by the tenth day of the month reflecting services provided during the previous month. KENDALL COUNTY shall remit payment within 60 days after receipt of such invoice.

9. INDEMNIFICATION

9.1 KANE COUNTY shall be responsible for and shall indemnify, defend with counsel of KENDALL COUNTY's own choosing, and hold harmless KENDALL COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KANE COUNTY, the confinement of any KENDALL COUNTY juvenile at the KANE COUNTY Juvenile
Justice Center, and any practice, policy, rule, regulation, act or omission of KANE COUNTY, or any officers, agents, employees, or servants, relating to the custody, care, supervision, transport of any KENDALL COUNTY minor in the custody of KANE COUNTY or relating to the maintenance of KANE COUNTY property or premises, to the fullest extent authorized by law.

KENDALL COUNTY shall be responsible for and shall indemnify, defend with counsel of KANE COUNTY's own choosing, and hold harmless KANE COUNTY and its past, present and future board members, elected officials, insurers, agents, officers, and employees against any and all liabilities, claims, demands or suits arising out of the performance of this agreement by KENDALL COUNTY or suits brought by any KENDALL COUNTY minor housed pursuant to this Agreement arising out of any practice, policy, rule, regulation, act or omission of KENDALL COUNTY, or any agents, employees, or servants thereof relating to their care, custody, supervision, or transport of any KENDALL COUNTY minor while in the custody of KENDALL COUNTY, to the fullest extent authorized by law.

It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of KANE COUNTY or their agents or employees which may result from the presence of KENDALL COUNTY juveniles during contractual incarceration shall be the sole responsibility of KANE COUNTY.

KANE COUNTY agrees that it shall maintain general liability insurance for both personal injury and property damage in the minimum amount of $1,000,000 for each occurrence with $10,000,000 million in aggregate and comprehensive business automobile liability insurance in the minimum amount of $1,000,000 combined single limit. KANE COUNTY's auto liability and general liability coverage shall be primary coverage in circumstances of alleged or proved errors or negligence by KANE COUNTY or KANE COUNTY's employees. KANE COUNTY's coverage shall name the County of Kendall as an additional insured, with its members, representatives, officers, agents and employees. Certificates of such insurance detailing the coverage therein shall be available to the County of KENDALL upon execution of this Agreement.

Alternatively, a self-insurance reserve of $2 million with excess coverage of $30 million is acceptable if KANE COUNTY self-insures.

9.2 Neither party waives its immunities or defenses, whether statutory or common law by reason of these indemnification provisions.

10. EFFECTIVE DATE, AMENDMENT, MODIFICATION AND RENEWAL: This AGREEMENT shall become effective upon the date of acceptance by all parties hereto. However, the rates pursuant to Section 8.1 shall not be charged until after December 1, 2015. Prior to December 1, 2015, the rates currently paid for the services described within this agreement shall remain $100.00 per day for each of the first seven (7) beds utilized at the same time and $110.00 per day for each additional bed thereafter. This AGREEMENT may be amended with written consent of all parties hereto and, provided a need continues to exist, may be renewed thirty (30) days prior to the expiration date for a period not to exceed one (1) year for each renewal. This AGREEMENT may be cancelled by any party hereto upon sixty (60) days written notice to all parties.
11. **APPLICABLE LAW:** This AGREEMENT shall be interpreted and enforced under the laws of the State of Illinois, and the parties agree that the venue for any legal proceedings between them shall be the Sixteenth Judicial Circuit, State of Illinois.

12. **FINAL AGREEMENT OF PARTIES:** This writing constitutes the final expression of the agreement of the parties. It is intended as a complete and exclusive statement of the terms of this AGREEMENT, and it supersedes all prior and concurrent promises, representation, negotiations, discussions and agreements that may have been made in connection with the subject matter hereof. No modification or termination of this AGREEMENT shall be binding upon the parties hereto unless the same is in writing and appropriately executed.

13. **NOTICES:** Any Notice given pursuant to a preceding Section of this AGREEMENT shall be sent by United States Mail, postage prepaid, addressed to respective party at the address set forth on the signature page hereof or to such other address as the parties may designate in writing from time to time. In the case of notice to KENDALL COUNTY, any notice shall also be sent to Kendall County State’s Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. In the case of notice to KANE COUNTY, any notice shall also be sent to Kane County State’s Attorney, 100 South Third Street, 4th Floor, Geneva, IL 60134.

14. **AUTHORIZATION:** KENDALL COUNTY and KANE COUNTY represent that all necessary acts have been taken to authorize and approve this AGREEMENT in accordance with applicable law and this AGREEMENT, when executed by the parties hereto, shall constitute a binding obligation of KENDALL COUNTY and KANE COUNTY, legally and enforceable at law and equity against both.

15. **SEVERABILITY CLAUSE:** If any provision of this AGREEMENT is held to be invalid, that provision shall be stricken from this AGREEMENT and the remaining provisions shall continue in full force and effect to the fullest extent possible.

16. **RULES AND REGULATIONS:** It is agreed by and between the parties hereto that KENDALL COUNTY minor prisoners confined to the KANE COUNTY Juvenile Justice Center facility pursuant to this Agreement are subject to the rules and regulations of the KANE COUNTY Juvenile Justice Center facility and the privileges or restrictions attaching thereto, and are subject to no other rules and regulations or the granting of any privileges attaching to the KENDALL COUNTY Jail.

17. **NON DISCRIMINATION:** KANE COUNTY agrees that no KENDALL COUNTY minor prisoner confined in the KANE COUNTY Juvenile Justice Center facility under the terms of this contract shall on the grounds of age, gender, race, color, religion or national origin be subjected to discrimination in any manner relating to their confinement.

18. **EXECUTION:** This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

IN WITNESS WHEREOF, the undersigned duly authorized officers have subscribed their names on behalf of KENDALL COUNTY and the KANE COUNTY.

KANE COUNTY

__________________________
Date: _______________________

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Agreement KENDALL COUNTY & KANE COUNTY
August 27, 2013
Chairman, Kane County Board
719 S. Batavia Avenue
Geneva, Illinois 60134

KENDALL COUNTY

__________________________________________  Date: ______________________

Chairman, Kendall County Board
Kendall County Office of Administrative Services
111 W. Fox Street
Yorkville, Illinois 60560
Committee Chair Elizabeth Flowers called the meeting to order at 5:33PM.
Quorum was determined with committee members present: Elizabeth Flowers, Judy Gilmour, Matt Prochaska, Bob Davidson (5:50PM arrival)
Committee members absent: John Purcell
Others present: County Administrator Jeff Wilkins, Ast. State’s Attorney Leslie Johnson

Items of Business - none
Other Discussion - none
Public comment - none
Questions from media - none

Executive session:
At 5:35pm, Member Prochaska made a motion to enter executive session according to 5 ILCS 120/2 (c) (2) Collective negotiating matters between public body and its employees or their representative, or deliberation concerning salary schedules for one or more classes of employees. Second made by Member Gilmour. 3-0 vote to enter executive session.

Committee entered open session at 6:43pm.

Recommendations for County Board: none

Member Prochaska motioned to adjourn, second by Member Davidson. 4-0 vote to adjourn at 6:44pm.

Respectfully submitted by Jeff Wilkins, County Administrator
CALL TO ORDER
The meeting was called to order by Chairman Michael Garrigan at 7:05 p.m.

ROLL CALL
Present: Ken Donart, Vice-Chair Whitney French, Chairman Michael Garrigan, Kristine Heiman, and Jeff Wehrli (CB Representative) 
Absent: Richard Scheffrahn
Also present: Pete Iosue: Teska Consultant; 
In the audience: None 

APPROVAL OF AGENDA
Jeff Wehrli made a motion to approve the agenda as written, Kristine Heiman seconded the motion.  

APPROVAL OF MINUTES
Jeff Wehrli made the motion to approve the minutes from the May 20, 2015 meeting. Whitney French seconded.  

CHAIRMAN’S REPORT - None 

PUBLIC COMMENT - None 

NEW BUSINESS

1. Landmarks Illinois and the Illinois Association of Historic Preservation Commission
   Mr. Iosue stated that Landmarks Illinois had a survey link to gauge the publics’ interest on historic preservation. 

2. Farnsworth House 
   Ms. French stated that she received some letters for the architects currently working on Farnsworth House. The architects were concerned with the direction the project. Ms. French forwarded the correspondence on to the other Commission members. 

OLD BUSINESS 

1. Update on Quorum 
   Mr. Iosue stated that after considerable research there was no clear answer to the Commission questions from the previous meeting. However, after consulting the State’s Attorney’s Office, their advice was to follow staff’s recommendation of reducing the number of commissioners to be on the safe side. Mr. Wehrli added that after speaking both to the State’s Attorney’s Office and the Chairman of the Planning, Building, and Zoning Committee that both were comfortable with having a commissioner Skype in. The Commission’s consensus was to defer the decision until the next meeting to give time to consider and possibly find other members.
2. Update on the Millbrook Bridge
Mr. Wehrli updated the Commission on the state of the Millbrook Bridge. The Village of Millbrook voted unanimously to deny the Forest Preserve access to an existing right-of-way for use in a trail system. As grants for a trail system were the major source of funding, the money to repair the bridge is no longer there. Mr. Wehrli added that while there is no hurry to remove the bridge, it is a public safety issue. The cheapest option would be demolition of about two hundred thousand dollars.

3. Discussion on Public Outreach event
Ms. Heiman stated that the current date would not work well. She put forward September 30 as an alternate. The Commission agreed. The Commission also discussed possible topics and preparations for the event.

4. Review of Reconnaissance Survey Pictures
1945 Van Dyke Road – Not Contributing
230 Van Dyke Road – Significant
3610 Van Dyke Road – Contributing
3827 Van Dyke Road – Contributing
3875 Van Dyke Road – Contributing
4405 Van Dyke Road – Contributing
4846 Van Dyke Road – Contributing
1285 Holt Road – Contributing
1680 Holt Road – Contributing
2200 Holt Road – Contributing
2851 Holt Road – Not Contributing
3050 Holt Road – More pictures needed
3526 Holt Road – Not Contributing
15005 O’Brian Road - Contributing
15815 O’Brian Road – Not Contributing
16151 O’Brian Road – Contributing
17725 O’Brian Road – Contributing
4930 Whitewillow – Contributing
The Commission ended at the root level of the Seward Township folder.

PUBLIC COMMENT - None

ADJOURNMENT- Next meeting will be on September 16, 2015
Ken Donart made the motion to adjourn at 8:31 p.m. Jeff Wehrli seconded. Approved 5-0.

Respectfully Submitted,
Andrez P. Beltran
Economic Development and Special Projects Coordinator