

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, March 19, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of County Board Minutes from February 19, 2019
5. Approval of Agenda
6. Special Recognition
 - A. Commander Sabrina Jennings
 - B. Dan Reedy
 - C. Budd Wormley
7. Citizens to Be Heard
8. Executive Session
9. Old Business
10. New Business
 - A. Approve Chicago HIDTA Research/Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective April 1, 2019 through March 31, 2020, in the amount of \$75,000.00.
 - B. Approve HIDTA agreement with the University of Chicago with Kendall County as the fiduciary agent effective May 1, 2019 through April 30, 2020 in the amount of \$85,000.00.
 - C. Approval of Tyler Technologies License and Services Agreement from Sourcewell Contract Numbered 110515-TTI for Public Sector ERP & Financial Software in an Amount Not to Exceed \$415,500
 - D. Approval of an Amendment to an Ordinance Regulating the Retail Sale of Alcoholic Liquors Outside the Corporate Limits of any City, Village or Incorporated Town in Kendall County, Illinois
11. 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
12. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Petition 19-02-Request from Brad Monkemeyer for the Revocation of Special Use Permit for a Private Dog Kennel Granted by Ordinance 1988-01 at 14005 Joliet Road, Big Grove Township (PIN:07-27-200-006)
 2. Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
 - B. Facilities
 1. Approval of Health Department Request For Structural Alterations, as Outlined In the Letter Dated March 15, 2019, As Required by the Kendall County Health Department Lease Dated December 1, 2013, Section 9, Maintenance, Repairs, Alterations Subsection 9.4
 - C. Highway
 1. Approve Intergovernmental Agreement between Kendall County and Fox Road District relating to the asphalt resurfacing of Rogers Road
 2. Approve Resolution appropriating funds for the payment of the County Engineer's Salary for the period 5-20-19 to 5-19-20 in the amount of \$125,000
 3. Approve Engineering Agreement with Hampton, Lenzini & Renwick to perform engineering for replacement of bridge joints on the Fox River Drive Bridge over the Fox River for a not-to-exceed price of \$10,000; to be taken from the County Bridge Fund
 4. Approve Access variance related to zoning Petition 19-08, Galena Road east of Kennedy Road, allowing full access on north side of Galena Road for single family home
 - D. Finance

1. Approve Supplemental Claims in an amount not to exceed \$ 515,094.81
2. Approve Coroner Claims in an amount not to exceed \$ 1,380.09
3. Approval of resolution requesting the State's Attorney execute an agreement with City of Plano, Illinois, Lakewood Springs Special Service Area 5, Delinquent Tax Parcels, LLC for the settlement of delinquent real estate taxes, interest, and costs in the amount of \$193,540.58 for 40 lots located within Lakewood Springs

E. Standing Committee Minutes Approval

13. Special Committee Reports

- A. Regional Office of Education
- B. VAC
- C. Kencom
- D. UCCI
- E. Historic Preservation

14. Other Business

15. Chairman's Report

Appointments

Dan Roberts – Minooka Fire Protection District Trustee (Kendall County Rep) – 3 year term – Expires April 2022

Dr. Joseph Gruber – Kendall County Board of Health – 3 year Term - Expires April 2022

16. Citizens to be Heard
17. Questions from the Press
18. Executive Session
19. Adjournment

If special accommodations or arrangements are needed to attend this County meeting, please contact the Administration Office at 630-553-4171, a minimum 24-hours prior to the meeting time.

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
February 19, 2019**

STATE OF ILLINOIS)
) SS
COUNTY OF KENDALL)

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, February 19, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell (9:02 am) and Robyn Vickers. Members absent: Elizabeth Flowers and Tony Giles.

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

THE MINUTES

Member Hendrix moved to approve the submitted minutes from the Adjourned County Board Meeting of 1/15/19. Member Gilmour seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

THE AGENDA

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

SPECIAL RECOGNITION

Chairman Gryder recognized the 5 officers injured and 5 victims in the Aurora shooting. Mr. Gryder thanked the first responders. An Aurora Strong Community Fund has been established; #AuroraStrong.

CITIZENS TO BE HEARD

Todd Milliron thanked the board for the appointment to the Solid Waste Committee. Mr. Milliron spoke about transparency- audio of committee meetings should be available online.

Priscilla Gruber spoke of her disappointment and outraged for the February 11, 2019 vote on no limits for shooting in backyards at the Law, Justice Committee meeting. Homes are not safe and unsellable. She asked the board to adopt necessary limits on residential areas.

NEW BUSINESS

Farm License Agreement

Member Hendrix moved to approve a Farm License Agreement #19-02-003 with Rock Creek Land & Cattle, LLC (Jason Brummel, Don Brummel and Jeff Brummel) of Yorkville, Illinois, for the lease of 99.42 acres of district property at Fox River Bluffs Forest Preserve for a total amount of \$26,346.30, and 9.45 acres of Kendall County property, for a total amount of \$2,504.25. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-03 is available in the Office of the County Clerk.

Facility Use Agreement

Member Vickers moved to approve a resolution granting the Kendall County Sheriff the authority to enter into facility use agreements on behalf of Kendall County. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-04 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird spoke about Kendall County's response to call in Aurora and included the officers that were sent to Aurora. He thanked the board for the training that officers have received and the Health Department for critical incident debriefing.

HIDTA Drug Officer

Member Hendrix moved to approve the Chicago HIDTA Drug Intelligence Officer Service contract with Kendall County as the Fiduciary Agent effective March 12, 2019 through March 11, 2020 in the amount of \$84,975.00. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

HIDTA Analyst

Member Hendrix moved to approve the Chicago HIDTA Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective March 3, 2019 through March 2, 2020 in the amount of \$75,000.00. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. Motion carried.

County Clerk

Revenue Report		1/1/19-1/31/19	1/1/18-1/31/18	1/1/17-1/31/17
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$575.50	\$756.00	\$918.00
	County Clerk Fees - Marriage License	\$900.00	\$660.00	\$810.00
	County Clerk Fees - Civil Union	\$0.00	\$30.00	\$0.00
	County Clerk Fees - Misc	\$1,804.50	\$1,602.00	\$1,889.00
	County Clerk Fees - Recording	\$18,973.00	\$25,112.00	\$30,923.00
01010061205	Total County Clerk Fees	\$22,253.00	\$28,160.00	\$34,540.00
01010001185	County Revenue	\$29,256.25	\$31,026.25	\$30,604.00
38010001320	Doc Storage	\$11,580.50	\$15,012.00	\$18,520.00
51010001320	GIS Mapping	\$19,542.00	\$25,344.00	\$31,166.00
37010001320	GIS Recording	\$2,444.00	\$3,168.00	\$3,892.00
01010001135	Interest	\$28.23	\$50.26	\$55.16
01010061210	Recorder's Misc	\$4,674.50	\$3,064.00	\$5,971.72
81010001320	RHSP/Housing Surcharge	\$10,359.00	\$13,608.00	\$16,524.00
37210001575	Tax Certificate Fee	\$1,760.00	\$1,520.00	\$1,800.00
37210001576	Tax Sale Fees	\$835.00	\$620.00	\$1,585.00
37210001577	Postage Fees	\$542.70	\$406.23	\$1,006.69
CK #	To KC Treasurer	\$103,275.18	\$121,978.74	\$145,664.57

County Clerk, Debbie Gillette stated that early voting begins on February 21, 2019.

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 TWO MONTHS ENDED 01/31/2019

<u>REVENUES*</u>	Annual Budget	2019 YTD Actual	2019 YTD %	2018 YTD Actual	2018 YTD %
Personal Property Repl. Tax	\$370,000	\$55,354	14.96%	\$51,584	12.90%

State Income Tax	\$2,221,490	\$142,794	6.43%	\$321,323	13.01%
Local Use Tax	\$685,000	\$63,992	9.34%	\$109,924	17.45%
State Sales Tax	\$550,000	\$124,827	22.70%	\$117,327	21.33%
County Clerk Fees	\$325,000	\$46,768	14.39%	\$56,326	14.08%
Circuit Clerk Fees	\$800,000	\$63,167	7.90%	\$74,124	8.72%
Fines & Foreits/St Atty.	\$325,000	\$22,180	6.82%	\$29,855	7.86%
Building and Zoning	\$68,000	\$8,454	12.43%	\$8,041	12.37%
Interest Income	\$150,000	\$32,863	21.91%	\$21,453	24.80%
Health Insurance - Empl. Ded.	\$1,265,420	\$178,934	14.14%	\$185,088	14.24%
1/4 Cent Sales Tax	\$3,105,000	\$526,543	16.96%	\$495,549	16.80%
County Real Estate Transf Tax	\$425,000	\$62,066	14.60%	\$65,744	14.94%
Federal Inmate Revenue	\$1,618,750	\$140,025	8.65%	\$237,092	28.49%
Sheriff Fees	\$177,340	\$24,697	13.93%	\$24,515	10.01%
TOTALS	\$12,086,000	\$1,492,662	12.35%	\$1,797,944	15.50%
Public Safety Sales Tax	\$5,220,000	\$911,806	17.47%	\$849,815	16.77%
Transportation Sales Tax	\$5,000,000	\$911,806	18.24%	\$849,815	17.89%

*Includes major revenue line items excluding real estate taxes which are to be collected later.

To be on Budget after 2 months the revenue and expense should at 16.66%

Coroner

Description **	Month: January (FY 2019)	Fiscal Year-to-Date	January 2018
Total Deaths	19	46	31
Natural Deaths	19	45	30
Accidental Deaths	0	0	0
Pending	0	0	0
Suicidal Deaths	1	0	1
Homicidal Deaths	0	0	0
Toxicology	0	1	2
Autopsies	0	1	2
Cremation Authorizations	11	28	13
Scenes Responded to:	Transported by Coroner's Office:	External Examinations:	
4	0	0	

PERSONNEL/OFFICE ACTIVITY:

1. On January 2, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
2. On January 14, Coroner Purcell hosted the quarterly Opioid Study Group.
3. On January 17, Chief Deputy Gotte provided a New Hire Orientation to a KCSO Deputy.
4. Throughout January, a total of 10 hours of community service hours were completed at the Kendall County Coroner's Office.

FINANCIAL ACTIVITY:

1. EXPENSES
 1. General Budget Total Expenses: \$955.90
 2. Death Certificate Surcharge Expenditures: \$26.51
 3. Special Fees Expenditures: \$731.28
2. REVENUE
 1. Special Fees Revenue: \$1050.00

Health Department

Dr. Tokars presented the annual report and information on a family-centered prevention group.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti informed the board that the Board of Review is finished. 2018 EAV 3514794834 almost back up to 2009. New construction \$40,480,918 up from last year. They will be sending out 5,836 senior renewal forms for exemptions.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Petition 19-04

Member Prochaska moved to approve Petition 19-04-Request from Rodolfo and Georgina Nunez for a Special Use Permit to Operate a Landscaping Business at 6725 Route 71, Oswego Township (PINs:02-24-300-018 and 02-24-300-017). Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 19-02 is available in the Office of the County Clerk.

Member Kellogg was excused from the meeting at 9:55am.

Petition 19-05

Member Prochaska moved to approve Petition 19-05-Request from Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Buyers) for a Special Use Permit to Operate a Banquet Facility and a Variance to Section 7.01.D.10.A of the Kendall County Zoning Ordinance to Allow a Banquet Facility to be Located off of a Non-Arterial or Non-Major Collector Roadway for a 10.0 Acre +/- Parcel Located in the 5100 Block of Schlapp Road on the East Side of Schlapp Road Approximately 0.48 Miles South of Plainfield Road on the South Ten Acres of the Property Identified by Parcel Identification Number 03-34-100-024 in Oswego Township. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Member Prochaska moved to amend the previously adopted motion to approve Petition 19-05-Request from Specialty Oswego, LLC (Current Owners) and Stuart and Paula Weihler (Prospective Buyers) for a Special Use Permit to Operate a Banquet Facility and a Variance to Section 7.01.D.10.A of the Kendall County Zoning Ordinance to Allow a Banquet Facility to be Located off of a Non-Arterial or Non-Major Collector Roadway for a 10.0 Acre +/- Parcel Located in the 5100 Block of Schlapp Road on the East Side of Schlapp Road Approximately 0.48 Miles South of Plainfield Road on the South Ten Acres of the Property Identified by Parcel Identification Number 03-34-100-024 in Oswego Township to include a minimum of 5' trees to provide a complete screen within 5 years. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Purcell who voted nay. **Motion carried 6-1.**

A complete copy of Ordinance 19-03 is available in the Office of the County Clerk.

Member Kellogg returned to the meeting at 10:00am.

Administration/HR

Cullen Agreement

Member Gilmour moved to approve an Independent Contractor Agreement for services to be rendered by Cullen, Inc. D/B/A Cullen and Associates for Kendall County, Illinois at a rate of \$5,000 per month for a term of one year. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-04 is available in the Office of the County Clerk.

County Administrator Scott Koeppel introduced the new GIS portal.

Highway

Bid – Truck Centers

Member Cesich moved to approve low bid of Truck Centers, Inc. in the amount of \$90,183 for purchase of a tandem axle cab & chassis. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Bid – Koenig Body & Equipment

Member Cesich moved to approve a low bid of Koenig Body & Equipment in the amount of \$81,037 for purchase of a stainless steel box, plow, wing, spreader and miscellaneous equipment. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Intergovernmental Agreement Village of Minooka

Member Cesich moved to approve an Intergovernmental Agreement between Kendall County and Village of Minooka relating to the construction of the intersection of Ridge Road and Holt Road. Member Kellogg seconded the motion.

County Engineer Fran Klaas explained that the Intergovernmental Agreement deals with lighting and landscaping. The County will pay for and put up the lighting and Minooka will pay for the energy and maintenance forever. After the project Minooka will be able to install landscaping; they will be responsible for the installation and maintenance.

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

A complete copy of IGAM 19-05 is available in the Office of the County Clerk.

Road Improvement – Galena Road

Member Cesich moved to approve a Resolution appropriating \$1,250,000 of Motor Fuel Tax Funds for the improvement of Galena Road from Rock Creek Road to Illinois Route 47. Member Hendrix seconded the motion.

County Engineer Fran Klaas explained that this is a shoulder replacement and resurfacing; the length of the project is about 3.5 miles.

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

A complete copy of Resolution 19-06 is available in the Office of the County Clerk.

Road Improvement – Fox River Drive

Member Cesich moved to approve a Resolution appropriating \$1,900,000 of Motor Fuel Tax Funds for the improvement of Fox River Drive from Millington Road to Griswold Springs Road. Member Gilmour seconded the motion.

County Engineer Fran Klaas explained that this is widening and resurfacing; three foot safety shoulder.

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

A complete copy of Resolution 19-07 is available in the Office of the County Clerk.

Road Improvement – Caton Farm Road and Whitewillow Road

Member Cesich moved to approve a Resolution appropriating \$350,000 of Motor Fuel Tax Funds for the improvement of Caton Farm Road and Whitewillow Road. Member Hendrix seconded the motion.

County Engineer Fran Klaas explained that this is for tar and chip seal.

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

A complete copy of IGAM 19-07 is available in the Office of the County Clerk.

Feasibility Study

Member Kellogg moved to approve an Engineering agreement with Hutchison Engineering to perform an intersection feasibility study at U.S. Route 52 and Ridge Road for a not-to-exceed price of \$30,000; to be taken from the Transportation Sales Tax Fund. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-06 is available in the Office of the County Clerk.

Preliminary Engineering

Member Cesich moved to approve an Engineering agreement with Hutchison Engineering to perform all preliminary engineering for Ridge Road widening between Theodore Street and Caton Farm Road for a not-to-exceed price of \$234,976; to be taken from the Transportation Sales Tax Fund. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-07 is available in the Office of the County Clerk.

Spring Road Posting

Member Purcell moved to approve a Resolution providing for spring road postings of certain County Highways. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-08 is available in the Office of the County Clerk.

Finance

CLAIMS

Member Kellogg moved to approve the claims submitted in the amount not to exceed \$1,323,301.18. Member Cesich seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$49,211.26, B&Z \$1,688.77, CO CLK & RCDR \$1,459.22, ELECTION \$1,850.79, ED SRV REG \$6,509.75, SHRFF \$25,910.98, CRCTNS \$30,372.75, EMA \$1,202.85, CRCT CT CLK \$543.93, JURY COMM \$211.92, CRCT CT JDG \$4,376.12, CMB CRT SRV \$5,722.03, PUB DFNDR \$1,108.00, ST ATTY \$3,678.06, SPRV OF ASSMNT \$1,040.56, TRSR \$4,827.40, EMPLY HLTH INS \$195,668.56, OFF OF ADM SRV \$155.00, INS & BNDG \$162.00, CO BRD \$2,070.69, TECH SRV \$12,414.16, CASA \$12,000.00, SOIL & WTR \$31,360.00, PRPTY TX SRV \$15,725.53, FAC MGT UTLTS \$10,931.92, ECON DEV \$5,314.23, CO HWY \$106,804.87, CO BRDG \$23,337.37, TRANSPRT SALES TX \$87,770.67, HLTH & HMN SRV \$92,892.71, FRST PRSRV \$11,079.34, ELLIS HS \$726.28, ELLIS BRN \$77.97, ELLIS GRNDS \$238.97, ELLIS CMPS \$50.33, ELLIS RDNG LSSNS \$237.25, ELLIS BDAY PRTIES \$50.34, ELLIS WDDNGS \$15,702.57, HOOVER \$3,360.40, ENV ED CMPS \$3.96, ENV ED NTRL BGNNGS \$296.22, ENV ED LWS OF NTR \$24.96, GRNDS & NTRL RSRCS \$3,719.46, PCKRLL PGTT FP \$1,054.18, ANML CNTRL EXPS \$1,634.18, CO RCRDR DO STRG \$895.00, HIDTA \$506,002.52, SHRRF RNG FND \$134.16, CMSRY FND \$418.98, COOK CO REIMB FND \$1,280.74, CRT SEC FND \$7,667.27, LAW LBRY FND \$2,911.00, JUV JSTC CNCL \$230.00, PRBTN SRV \$2,169.58, GIS \$2,714.33, PUB SFTY \$7,072.81, SHRFF FTA FND \$2,283.19, VAC \$3,328.43, CRCT CLK OP/ADMIN FND \$1,760.00, FP BND PRCDS '07 \$9,854.66

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

Bond Requirement

Member Kellogg moved to approve a Resolution setting the bond requirement for the Yorkville Bristol Sanitary District. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Hendrix. **Motion carried 7-1.**

A complete copy of Resolution 19-09 is available in the Office of the County Clerk.

Pet Population Fund

Member Kellogg moved to approve a transfer of the balance of the State Pet Population Fund to the Animal Control Fund. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

Regional Office of Education

Annual report in the packet.

KenCom

Member Prochaska stated that they will be meeting later in the month.

UCCI

Member Prochaska stated that they will be meeting on February 25, 2019.

Historic Preservation

They had the annual meeting at LaSalle Manor.

Juvenile Justice Council

Member Gilmour stated that the SKY run will be held on April 27, 2019. Truancy grants were given out.

Other Business

County Administrator Scott Koeppel stated that the county is currently working on a website revamp; adding audio is up to the board considering the amount of space required.

Chairman's Report

Member Kellogg moved to approve the appointments. Member Prochaska seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

Appointments

Robert Bob HD Davidson – Raymond Drainage District – 3 year term – expires February 2022

John A Shaw – Raymond Drainage District – 3 year term – expires February 2022

Mary Ann Griffith – 708 Mental Health Board – 4 year term – expires February 2023

Lynn Cullick – 708 Mental Health Board – 4 year term – expires February 2023

Todd Milliron – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)

Stan Ludwikowski – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)

John A Shaw – Solid Waste Plan Committee – 5 year term – expires March 2025 (current term expires March 2020)

CITIZENS TO BE HEARD

Todd Milliron thanked the board for taking the request for audio seriously. Mr. Milliron spoke about the Yorkville TIF District map and coding of the parcels.

ADJOURNMENT

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

Approved and submitted this 5th day of March, 2019.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

Kendall County Clerk				
Revenue Report		2/1/19-2/28/19	2/1/18-2/28/18	2/1/17-2/28/17
Line Item	Fund	Revenue	Revenue	
	County Clerk Fees	\$496.00	\$547.50	\$642.50
	County Clerk Fees - Marriage License	\$570.00	\$570.00	\$810.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,903.99	\$1,671.50	\$2,017.50
	County Clerk Fees - Recording	\$17,355.00	\$18,116.00	\$21,818.00
01010061205	Total County Clerk Fees	\$20,324.99	\$20,905.00	\$25,318.00
01010001185	County Revenue	\$19,285.75	\$19,782.25	\$24,301.75
38010001320	Doc Storage	\$10,034.00	\$11,018.50	\$13,101.50
51010001320	GIS Mapping	\$16,950.00	\$18,610.00	\$22,043.00
37010001320	GIS Recording	\$2,120.00	\$2,326.00	\$2,751.00
01010001135	Interest	\$21.53	\$12.54	\$26.26
01010061210	Recorder's Misc	\$3,132.75	\$3,325.25	\$2,350.00
81010001320	RHSP/Housing Surcharge	\$8,928.00	\$9,855.00	\$11,565.00
37210001575	Tax Certificate Fee	\$1,440.00	\$1,120.00	\$1,560.00
37210001576	Tax Sale Fees	\$1,870.00	\$1,365.00	\$1,470.01
37210001577	Postage Fees	\$963.03	\$893.78	\$863.29
CK # 18651	To KC Treasurer	\$85,070.05	\$89,213.32	\$105,349.81
Death Certificate Surcharge sent from Clerk's office \$1016.00 ck # 18650				
Dom Viol Fund sent from Clerk's office \$95.00 ck 18649				

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 THREE MONTHS ENDED 02/28/2019

<u>REVENUES*</u>	Annual <u>Budget</u>	2019 YTD <u>Actual</u>	2019 YTD <u>%</u>	2018 YTD <u>Actual</u>	2018 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$55,354	14.96%	\$51,584	12.90%
State Income Tax	\$2,221,490	\$350,855	15.79%	\$597,162	24.18%
Local Use Tax	\$685,000	\$131,725	19.23%	\$173,369	27.52%
State Sales Tax	\$550,000	\$167,708	30.49%	\$164,510	29.91%
County Clerk Fees	\$325,000	\$69,021	21.24%	\$84,486	21.12%
Circuit Clerk Fees	\$800,000	\$110,705	13.84%	\$137,366	16.16%
Fines & Foreits/St Atty.	\$325,000	\$40,698	12.52%	\$55,729	14.67%
Building and Zoning	\$68,000	\$11,239	16.53%	\$13,346	20.53%
Interest Income	\$150,000	\$64,326	42.88%	\$41,561	48.05%
Health Insurance - Empl. Ded.	\$1,265,420	\$274,706	21.71%	\$275,485	21.20%
1/4 Cent Sales Tax	\$3,105,000	\$788,320	25.39%	\$754,439	25.57%
County Real Estate Transf Tax	\$425,000	\$91,322	21.49%	\$96,771	21.99%
Federal Inmate Revenue	\$1,618,750	\$307,050	18.97%	\$402,192	48.33%
Sheriff Fees	\$177,340	\$36,945	20.83%	\$40,871	16.68%
TOTALS	\$12,086,000	\$2,499,972	20.68%	\$2,888,869	24.91%
Public Safety Sales Tax	\$5,220,000	\$1,373,739	26.32%	\$1,301,134	25.67%
Transportation Sales Tax	\$5,000,000	\$1,373,739	27.47%	\$1,301,134	27.39%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 3 months the revenue and expense should at 25.00%

EXPENDITURES

All General Fund Offices/Categories

	\$28,587,023	\$6,367,431	22.27%	\$6,940,345	24.32%
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KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE

Kendall County Office Building

Rooms 209 & 210

111 W. Fox Street, Yorkville, Illinois

6:30 p.m.

Meeting Minutes of March 11, 2019 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Prochaska at 6:30 p.m. Chairman Prochaska led the attendees in the Pledge of Allegiance.

ROLL CALL

Committee Members Present: Elizabeth Flowers, Judy Gilmour, Matt Kellogg (Vice-Chairman), John Purcell (arrived at 6:45 p.m.) and Matthew Prochaska (Chairman)

Committee Members Absent: None

Also Present: Matt Asselmeier (Senior Planner), Ruth Ann Sikes (Part-Time Office Assistant Zoning), Alex Finke and Kelly Helland

APPROVAL OF AGENDA

Member Flowers made a motion, seconded by Member Gilmour, to approve the agenda with the change of moving Update on Zoning Violation on Eldamain Road to before Petitions. With a voice vote of four (4) ayes, the motion carried unanimously.

APPROVAL OF MINUTES

Member Gilmour made a motion, seconded by Member Flowers, to approve the minutes of the February 26, 2019, meeting. With a voice vote of four (4) ayes, the motion carried unanimously.

EXPENDITURE REPORT

Mr. Asselmeier gave the report and said there was nothing out of the ordinary. The Committee recommended to forward the report to Finance for review.

PUBLIC COMMENT:

None

REVIEW VIOLATION REPORT

Update on Zoning Violation at 790 Eldamain Road

Kelly Helland, attorney for the Respondent, stated that they will have the other gate up in two (2) weeks to thirty (30) days. The consensus of the Committee is to wait thirty (30) days. This matter will be discussed at the Committee of the Whole on March 14th.

PETITIONS

Petition 19-02

Approval of Changing the Petitioner from the Kendall County Planning, Building and Zoning Committee to Brad Monkemeyer

Mr. Asselmeier informed the Committee that property owner Brad Monkemeyer agreed to the special use permit revocation for dog kennel at his property.

Member Kellogg made a motion, seconded by Member Flowers, to approve changing the Petitioner from the Kendall County Planning, Building and Zoning Committee to Brad Monkemeyer.

Yeas (4): Flowers, Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (1): Purcell
Absent (0): None

The motion carried.

Recommendation on the Requested Revocation

Member Kellogg made a motion, seconded by Member Flowers, to recommend approval of the revocation of the special use permit for a dog kennel at 14005 Joliet Road.

Yeas (4): Flowers, Gilmour, Kellogg, and Prochaska
Nays (0): None
Abstain (1): Purcell
Absent (0): None

The motion carried. This matter will go to the Kendall County Board on March 19th.

NEW BUSINESS

Land Cash Ordinance

Mr. Asselmeier read the memo on land and monetary donations.

Member Purcell arrived at this time (6:45 p.m.).

Member Purcell stated he would not support a fifty percent (50%) increase and asked when the last time the calculation was adjusted. Mr. Asselmeier said it was adjusted in 2014.

Alex Finke gave a handout about impact fees. He explained the legalities of impact fees. He recommended using the Naperville formula. He suggested working with Mr. Asselmeier on the recalculation.

Discussion occurred regarding enrollment at local schools.

Member Purcell felt that the Committee conducted due diligence and should move onto other topics.

It was noted that twenty-four (24) houses were built in Kendall County in 2018. The land cash fee dropped from 2013 to 2014.

Chairman Prochaska asked if there was anything keeping the County from having a different land cash rate in Oswego and another one (1) for Seward Township. Mr. Finke replied, yes that the fee has to be the same for the entire county.

Chairman Prochaska suggested conducting more research on the topic.

Chairman Prochaska asked the members how they felt on the issue. The consensus of the Committee was more information was needed. Mr. Asselmeier will work with Mr. Finke on the calculation.

OLD BUSINESS

Zoning Ordinance Project Update

Mr. Asselmeier stated that Mike Hoffman was hoping to have an update by March 15, 2019.

REVIEW OF THE VIOLATION REPORT

The Committee reviewed the violation report.

REVIEW NON-VIOLATION COMPLAINT REPEORT

The Committee reviewed the non-violation report. Mr. Asselmeier will ask Brian Holdiman about the dog business on Minkler Road. The complaint at 2575 Minkler Road should be 2575 Wolfs Crossing.

UPDATE FROM HISTORIC PRESERVATION COMMISSION

There has not been a quorum since November and they continue to work on the Historic Preservation Ordinance.

REVIEW PERMIT REPORT

The Committee reviewed the permit report.

REVIEW REVENUE REPORT

The Committee reviewed the revenue report.

CORRESPONDENCE

March 1, 2019 Email Regarding Kane County Stormwater Ordinance

Mr. Asselmeier read the correspondence.

Soil Erosion and Sediment Control Workshop Flyer – March 22, 2019

Mr. Asselmeier read the flyer and stated that he will be attending the workshop.

PUBLIC COMMENT

None

COMMENTS FROM THE PRESS:

None

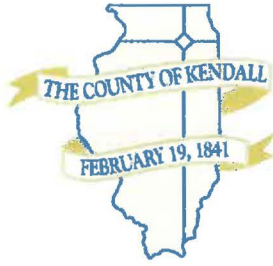
EXECUTIVE SESSION

None

ADJOURNMENT

Motion by Member Flowers, seconded by Member Kellogg, to adjourn. With a voice vote of five (5) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 7:25 p.m.

Minutes prepared by Ruth Ann Sikes, Part-Time Office Assistant (Zoning)



Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: March 11, 2019

Amount: N/A

Budget: N/A

Issue:

Petition 19-02-Request from Brad Monkemeyer for the Revocation of Special Use Permit for a Private Dog Kennel Granted by Ordinance 1988-01 at 14005 Joliet Road, Big Grove Township (PIN:07-27-200-006)

Background and Discussion:

On January 12, 1988, the Kendall County Board granted a special use permit for a commercial or private dog kennel at 14005 Joliet Road, Newark. Restriction 3 of the special use permit stated that the special use permit shall be subject to review every five (5) years. Restriction 2 of the special use permit stated that the special use permit will discontinue at the request of the owner.

The current property owner, Brad Monkemeyer, purchased the property in 2014.

After unsuccessful attempts of contacting the property owner and placing a public hearing notice sign in the yard of the subject property, on February 27, 2019, the property owner signed a letter requesting the revocation of the special use permit.

The subject property is zoned A-1. If the special use permit is revoked, the property will retain its A-1 zoning classification.

A copy of Ordinance 1988-01 and the proposed revocation ordinance are attached.

Committee Action:

Approval

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: March 12, 2019

07-27-200-006
87.43

88-1
ORDINANCE

ESTABLISHING CONDITIONS AND RESTRICTIONS ON A PARCEL OF LAND

A-154

WHEREAS, Geraldine Swanson did petition the Zoning Board of Appeals of Kendall County for a public hearing in the manner required by law and the ordinances of Kendall County, Illinois for a proposed establishment of a special use as provided by the Kendall County Zoning Ordinance adopted January 16, 1940; and

WHEREAS, said Zoning Board of Appeals did thereupon publish notice of a hearing on said proposed special use as provided by the Statutes of the State of Illinois, and did then hold a public hearing on said proposed special use on the 5th day of January, 1988 in the Kendall County Board Room and at the conclusion of said hearing said Zoning Board of Appeals voted in favor of recommending to the County Board of Kendall County, Illinois that the petition be granted subject to conditions and restrictions; and

NOW THEREFORE, BE IT ORDAINED by the County Board of Kendall County, Illinois that the following described property be granted the special use for a commercial or private dog kennel and that the Zoning Administrator be hereby ordered and directed to change the zoning map to show the special use classification legally described as follows:

Part of the West half of Section 26 and the East half of Section 27, Township 35 North, Range 6 East of the Third Principal meridian all described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 27, thence North 88°09'46" West 273.95' along the South line of the Northeast Quarter of said Section 27 to the true point of beginning, thence North 59°58'44" West 42.35' to a point, thence North 1°50'14" East 250.0' to a point, thence South 88°09'46" East 350.02' to a point, thence South 1°50'16" West 545.01 to a point, thence North 88°09'31" West 101.94' to a point, thence south 1°11'46" West 849.20' along a line parallel to the East line of the Southeast Quarter of said Section 27 to a point in the centerline of a public road, thence South 88°44'30" West 50.42' along said road centerline to a point, thence North 1°11'46" East 1046.30' along a line parallel to the East line of the Southeast Quarter of said Section 27 to a point, thence North 59°58'44" West 179.96' to the point of beginning, containing 4.26 acres, more or less, all situated in Big Grove Township, Kendall County, Illinois.

BE IT FURTHER ORDAINED that the above special use classification shall be expressly made subject to the following conditions and restrictions:

1. The special use will be limited to a private dog kennel for not more than 10 dogs.
2. The special use will be discontinued when requested by the owner.
3. The special use will be subject to review every five years.

PASSED THIS 12th day of January, 1988.

ATTEST: Jean P. Brady
County Clerk

[Signature]
Chairman, County Board of
Kendall County, Illinois

ORDINANCE NUMBER 2019-_____

**REVOKING A SPECIAL USE PERMIT FOR A COMMERCIAL OR PRIVATE DOG KENNEL
GRANTED BY ORDINANCE 1988-1 AT 14005 JOLIET ROAD (PIN: 07-27-200-006)
IN BIG GROVE TOWNSHIP**

WHEREAS, Section 13.08 of the Kendall County Zoning Ordinance permits the Kendall County Board to issue special use permits and place conditions on special use permits and provides the procedure through which special use permits are granted; and

WHEREAS, Section 13.08.F of the Kendall County Zoning Ordinance allows a special use permit holder to request revocation of said special use by written request to the County Board; and

WHEREAS, pursuant to Section 13.08.F of the Kendall County Zoning Ordinance, no public hearing is required for an owner-initiated revocation; and

WHEREAS, the property which is the subject of this Ordinance has been, at all relevant times, and remains currently located within the A-1 Agricultural Zoning District and consists of approximately 4.9 acres and is identified by Parcel Identification Number 07-27-200-006 in Big Grove Township. The legal description for the subject property is set forth in Exhibit A attached hereto and incorporated by reference, and this property shall hereinafter be referred to as “the subject property”; and

WHEREAS, Geraldine Swanson petitioned Kendall County in the manner required by law and the ordinance of Kendall County, Illinois for obtaining a special use permit for the operation of a commercial or private dog kennel on the subject property in 1987; and

WHEREAS, the Kendall County Board granted a special use permit through Ordinance 1988-1 at the subject property on January 12, 1988 for the operation of a commercial or private dog kennel; and

WHEREAS, Condition #3 of Ordinance 1988-1 requires that the special use permit be subject to review every five years; and

WHEREAS, Condition #2 of Ordinance 1988-1 states that the special use permit shall be discontinued when requested by the owner; and

WHEREAS, Brad Monkemeyer acquired the subject property in March 2014 and shall hereinafter be referred to as “The Petitioner”; and

WHEREAS, The Petitioner, no longer desire the special use permit and has stated in a letter as provided in attached Exhibit “B” that they voluntarily request that Kendall County revoke the special use permit on the above-referenced property; and

NOW, THEREFORE, BE IT ORDAINED, BY THE COUNTY BOARD OF KENDALL COUNTY, ILLINOIS, as follows:

1. The Kendall County Board hereby revokes the special use permit for a commercial or private dog kennel granted by Ordinance 1988-1.
2. The Zoning Administrator and other appropriate County Officials are hereby authorized and directed to amend the Official Zoning Map of Kendall County to reflect the revocation of the special use permit

State of Illinois
County of Kendall
granted by Ordinance 1988-1.

Zoning Petition
#19-02

IN WITNESS OF, this ordinance has been enacted by a majority vote of the Kendall County Board and is effective this 19th day of March, 2019.

Attest:

Kendall County Clerk
Debbie Gillette

Kendall County Board Chairman
Scott R. Gryder

Exhibit A

Part of the West half of Section 26 and the East half of Section 27, Township 35 North, Range 6 East of the Third Principal meridian all described as follows: Beginning at the Southeast corner of the Northeast Quarter of said Section 27, thence North 88°09'46" West 273.95' along the South line of the Northeast Quarter of said Section 27 to the true point of beginning, thence North 59°58'44" West 42.35' to a point, thence North 1°50'14" East 250.0' to a point, thence South 88°09'46" East 350.02' to a point, thence South 1°50'16" West 545.01 to a point, thence North 88°09'31" West 101.94' to a point, thence south 1°11'46" West 849.20' along a line parallel to the East line of the Southeast Quarter of said Section 27 to a point in the centerline of a public road, thence South 88°44'30" West 50.42' along said road centerline to a point, thence North 1°11'46" East 1046.30' along a line parallel to the East line of the Southeast Quarter of said Section 27 to a point, thence North 59°58'44" West 179.96' to the point of beginning, containing 4.26 acres, more or less, all situated in Big Grove Township, Kendall County, Illinois.

Date

Kendall County
Planning, Building and Zoning
Attn: Matthew H. Asselmeier
111 West Fox Street Room 203
Yorkville, IL 60560-1498
Phone: 630-553-4139 Fax: 630.553.4179

I, Brad Monkemeyer, am the owner of the parcel 07-27-200-006.

On January 12, 1988, the property was granted a special use (Ordinance 88-1). The special use granted in 1988 was granted for the operation of a private dog kennel.

Pursuant to Section 13.08.F of the Kendall County Zoning Ordinance, I hereby voluntarily request that Kendall County revoke my special use on the above-referenced property. By signing below, I acknowledge that no public hearing shall be conducted for revocation of the special use. I understand that the requested revocation shall not become effective unless and until approved by a majority vote of the Kendall County Board. By signing below, I hereby waive my right to a public hearing and formally request the above-referenced special use be removed from my property.

[Redacted Signature]

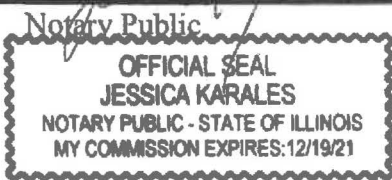
(Signature)

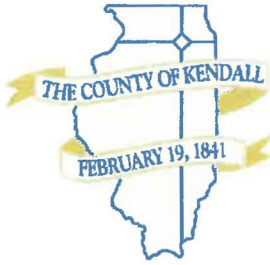
2-18-19
(Date)

Brad Monkemeyer
(Printed Name)

Attest [Redacted]

2/27/19





Kendall County Agenda Briefing

Committee: Planning, Building and Zoning

Meeting Date: February 26, 2019

Amount: \$0.00

Budget: Y

Issue:

Approval of a Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois

Background and Discussion:

The Intergovernmental Agreement between Kendall County and the United City of Yorkville for reciprocal building inspection services expires in March.

In 2018, the County conducted 0 inspections for Yorkville and Yorkville conducted 42 inspections for the County.

The County's insurance consultant advised that Section 21, pertaining to insurance, be amended. A redlined version of the proposal is attached.

The United City of Yorkville approved the Intergovernmental Agreement with the County's proposed insurance language on March 12, 2019.

The proposed Intergovernmental Agreement is attached.

Committee Action:

Approval, Subject to Approval/Comments from the United City of Yorkville

Staff Recommendation:

Approval

Prepared by: Matthew H. Asselmeier, AICP

Department: Planning, Building and Zoning Department

Date: March 13, 2019

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: **(a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an “occurrence” basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers’ Compensation: as required by the State of Illinois, with Statutory Limits, and Employer’s Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to**

the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them. Each Jurisdiction reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

~~Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance; in compliance with the laws of the jurisdiction where the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon~~

~~execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.~~

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2019-__**

**RESOLUTION APPROVING AN INTERGOVERNMENTAL AGREEMENT
FOR RECIPROCAL BUILDING INSPECTION SERVICES BETWEEN
KENDALL COUNTY, ILLINOIS AND THE UNITED CITY OF YORKVILLE,
ILLINOIS**

WHEREAS, the Constitution of the State of Illinois of 1970, Article VII, Section 10, provides that units of local government may contract 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, Kendall County and the United City of Yorkville 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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), Kendall County and the United City of Yorkville are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, Kendall County and the United City of Yorkville wish to share their resources and assist each other in the performance of building inspections.

NOW, THEREFORE, BE IT RESOLVED that the Kendall County Board hereby approves the *Intergovernmental Agreement for Reciprocal Building Inspection Services Between Kendall County, Illinois and the United City of Yorkville, Illinois*, which is attached hereto and made a part hereof by reference as Exhibit A; and

BE IT FURTHER RESOLVED that the Kendall County Board Chairman is hereby authorized to execute said intergovernmental agreement on behalf of Kendall County.

Approved and adopted by the County Board of Kendall County, Illinois, this 19th day of March, 2019.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

Exhibit A
**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS
AND THE UNITED CITY OF YORKVILLE, ILLINOIS - 2019**

THIS INTERGOVERNMENTAL AGREEMENT (“*the Agreement*”) by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”) and the United City of Yorkville, Kendall County, Illinois (the “*City*”) a municipal corporation of the State of Illinois, is as follows:

WITNESSETH:

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

WHEREAS, the City 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, pursuant to the authority granted by the Illinois Counties Code and Illinois Municipal Code (55 ILCS 5/1-1001, *et seq.* and 65 ILCS 5/1-1-1, *et seq.*), the County and City (collectively referred to as the “*Parties*”) are both authorized to perform inspections of buildings within their respective jurisdictions to promote the health and safety of the public; and

WHEREAS, units of local government may establish agreements with other units of local government within the State of Illinois to enforce building codes pursuant to 20 ILCS 3105/10.09-1(f), which is commonly known as the Capital Development Board Act; and

WHEREAS, the County and City wish to share their resources and assist each other in the performance of inspections on an as needed basis, while not surrendering their own jurisdiction or relinquishing any of their rights.

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.

- a. The Parties agree that Kendall County Code Official Brian Holdiman and the United City of Yorkville Building Code Official Pete Ratos shall perform the following services on the other party's behalf when requested: footing inspections; backfill inspections; foundation wall inspections; concrete slab inspections; rough framing inspections; rough electric inspections; underground electric inspections; electric service inspections; insulation inspections; roofing inspections and final inspections. In instances where Holdiman or Ratos inspect and find violations and a code enforcement action is required in court or administrative adjudication, Holdiman or Ratos may be requested to be a witness to verify any violations found during their inspection. If it is requested that either Ratos or Holdiman attend an administrative or court hearing in regard to violations, then they shall be given reasonable notice of no less than fourteen (14) days for such hearing and they shall attend as requested.
- b. The Parties agree that the United City of Yorkville Building Code Official Pete Ratos may, in his discretion, perform plumbing inspections on Kendall County's behalf when requested. In instances where Ratos performs plumbing inspections and finds

violations and a code enforcement action is required in court or administrative adjudication, Ratos may be requested to be a witness to verify any violations found during his inspection. If it is requested that Ratos attend an administrative or court hearing in regard to violations, then he shall be given reasonable notice of no less than fourteen (14) days for such hearing and he shall attend as requested.

Section 3. The Parties agree that the following inspection services shall not be provided under this agreement: plan review; permit approval, and; initial site inspections prior to a permit being issued.

Section 4. Upon request, the Parties agree to coordinate and assist each other in the parties' performance of the inspections set forth in Section 2 of this Agreement only under the following circumstances:

- a. If Kendall County Code Official Holdiman or City Building Code Official Ratos is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform one or more of the above listed inspections within Section 2(a) for their respective jurisdiction; and/or
- b. If Kendall County Code Official Holdiman or City Building Code Official has a conflict of interest in performing one or more of the inspections set forth in Section 2(a) for their respective jurisdiction; and/or
- c. If the Kendall County Plumbing Contractor is absent from work due to illness, vacation, on an approved leave of absence, or otherwise unavailable to perform plumbing inspections for his or her respective jurisdiction; and/or
- d. If the Kendall County Plumbing Contractor has a conflict of interest in performing plumbing inspections for his or her respective jurisdiction.

For purposes of this Agreement, the party requesting assistance shall be referred to as “the home jurisdiction” and the party providing the inspection services assistance as set forth in Section 2 shall be referred to as “the visiting inspector”.

Section 5. In the event the visiting inspector is unable to perform the inspection services set forth in Section 2 of this Agreement, the home jurisdiction shall be responsible for performing its inspection or shall be responsible for retaining and payment of a third party to perform the inspection.

Section 6. When the visiting inspector performs an inspection on behalf of the home jurisdiction, the visiting inspector shall utilize the building codes of the home jurisdiction where the inspection is taking place. As such, when an inspection is within the corporate limits of the City, the Kendall County inspector shall use the building codes that are currently adopted and enforced by the City at the time of the inspection. When an inspection is in an unincorporated portion of Kendall County, where the County has jurisdiction, the City inspector shall utilize the building codes that are currently adopted and enforced by Kendall County at the time of the inspection.

Section 7. When a home jurisdiction requests the visiting inspector’s assistance, the home jurisdiction shall provide a minimum of twenty-four (24) hours notice when there is a foreseeable need for the other party’s inspection services. In the event of an illness or other emergency, the parties agree to provide each other with as much advance notice as possible if a visiting inspector’s services are needed pursuant to Section 4.

Section 8. Inspections must be completed using the proper jurisdiction’s forms. Prior to the commencement of any requested inspection, the home jurisdiction requesting assistance will prepare and provide all necessary inspection reports/forms for use by the visiting inspector

and deliver them to the visiting inspector prior to the inspection taking place. Following an inspection, the original, completed inspection reports/forms shall be returned to the home jurisdiction within twenty-four (24) hours after completion of the inspection. After the visiting inspector has returned the original, completed inspection reports/forms to the home jurisdiction, the visiting inspector shall not be required to retain the records of inspections for the home jurisdiction after performing inspections under this Agreement.

Section 9. Neither the City nor Kendall County shall subcontract the services provided to the other under this agreement to a third-party inspector without the prior written consent of the other party.

Section 10. There will be no compensation paid to, or by, either jurisdiction for the sharing of services under this Agreement.

Section 11. When a visiting inspector performs an inspection under this Agreement for the home jurisdiction, the visiting inspector shall use their own equipment, tools and vehicles, and the home jurisdiction shall not be responsible for reimbursing the visiting inspector for mileage or any other expenses incurred by the visiting inspector.

Section 12. The City and Kendall County shall each defend, with counsel of the other party's own choosing, indemnify and hold harmless the other party, including past, present and future board members, elected officials, insurers, employees, and agents from and against any and all claims, liabilities, obligations, losses, penalties, fines, damages, and expenses and costs relating thereto, including but not limited to attorneys' fees and other legal expenses, which the other party, its past, present and future board members, elected officials, insurers, employees, and/or agents may hereafter sustain, incur or be required to pay relating to or arising in any manner out of the inspections to be performed by the other party under this agreement. As such,

when the City performs an inspection for Kendall County, the City will defend with counsel of Kendall County's own choosing, indemnify and hold harmless Kendall County as set forth above relating to the City's and the City Building Code Official's actions in the performance of their duties under this Agreement. When Kendall County performs an inspection for the City, Kendall County will defend with counsel of the City's own choosing, indemnify and hold harmless the City as set forth above relating to Kendall County's and the County Code Official's actions in the performance of their duties under this Agreement.

Section 13. Nothing in this agreement shall be deemed to change or alter the jurisdiction of either the City or Kendall County in any respect, including, but not limited to their building and zoning regulations, powers and duties.

Section 14. 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 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, Twenty-Third Judicial Circuit. 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. 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 the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

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

Section 17. 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 18. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except

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

Section 19. Nothing contained in this Agreement, nor any act of Kendall County or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving Kendall County and the City. Further, nothing in this agreement should be interpreted to give Kendall County or the City any control over the other's employees or imply a power to direct the employees of the other government body, which neither entity may exercise.

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. 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 the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below: (a) Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 (or its equivalent) covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG

25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit; (b) Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than \$1,000,000 per accident for bodily injury and property damage; (c) Workers' Compensation: as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. If the Jurisdiction maintains broader coverage and/or higher limits than the minimums shown above, the both Jurisdictions require and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to both Jurisdictions. The insurance policies are to contain, or be endorsed to contain, the following provisions: (a) Additional Insured Status-Both jurisdictions, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the jurisdiction including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the jurisdiction's insurance; (b) Notice of Cancellation-Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity; (c) Verification of Coverage-Each Jurisdiction shall furnish the other with original Certificates of Insurance including all required amendatory endorsements (or copies of the applicable policy language effecting coverage required by this clause) and a copy of the Declarations and Endorsement Page of the CGL policy listing all policy endorsements to other before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the other's obligation to provide them. Each Jurisdiction reserves the

right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Section 22. This Agreement shall be in full force and effect for a period of one (1) year from the date of the last signature below, however it may be renewed upon agreement of the parties in writing.

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen

(15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

Section 24. The parties understand and agree that this Agreement in no way creates a joint employment relationship between the Parties. The Parties understand and agree that they are solely responsible for paying all wages, benefits and any other compensation due and owing to its employees for the performance of visiting inspector services set forth in this Agreement. The parties further understand and agree that the parties are solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for its employees who perform visiting inspector services as set forth in this Agreement.

Section 25. Kendall County and the City each hereby warrant and represent that their

respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk



KENDALL COUNTY HEALTH DEPARTMENT

811 W. John Street, Yorkville, IL 60560-9249 630/553-9100 Administration Fax 630/553-9506



Public Health
Prevent. Promote. Protect.

March 15, 2019

County Board Chairman Gryder and Kendall County Board,

We look forward to the start of our community dental clinic. We would like to request approval and inquire as to your timeline for your completion of the necessary upgrades in our clinic rooms, in order for the free clinic to begin. *Per our lease with Kendall County dated December 1, 2013, Section 9, Maintenance, Repairs, Alterations subsection 9.4 Alterations "Tenant shall not make any structural repairs or alterations of the Premises unless approved in writing by the Landlord prior to any repairs or alterations."*

I am asking the Kendall County Board to approve in writing authorization for the work necessary to complete the Health Department Dental Clinic in the Kendall County facility located at 811 W. John St. Yorkville, IL 60560. We would anticipate the project to be assigned to the Facilities Management Director to manage the construction. As listed below construction figures to be paid for from the Health Department 2019 budget.

Our timeline for these preparations is as soon as possible, as we had submitted the work order for this project approximately two years ago. We have secured many high quality donated items for our clinic and our judicial colleagues are generously holding these in their own space for us. As stated at our September 26, 2018 budget hearing, the Board of Health had planned to discuss covering your clinic room alteration costs as soon as they were received from you. Our clinic rooms are intended to help those in need of our services and we are honored to use them for this critical community work. To put the clinic room enhancements in layperson's terms, the following items have been budgeted for by the Board of Health:

- Studs and Drywall: Providing wall reinforcement for the installation of our 2-dimensional x-ray unit
- Clinic Plumbing: Providing drainage from chair-side suction lines to a waste line
- Electric Work: Providing three dedicated circuits to serve our 2-dimensional x-ray unit and two chair-side x-ray units
- Equipment Installation: To be performed by a professional dental equipment installer.

The Board of Health is eager to partner with the Kendall County Board in ensuring this free community dental clinic by budgeting for the following forecasted clinic room upgrades:

- Studs and Drywall – \$2,450.00
- Clinic Plumbing – \$5,800.00
- Electric Work – \$3,800.00
- Equipment Installation - \$1,000

We request the start date of work, as we advocate for this community need and respond to community members who are looking forward to the fruition of their community efforts.

Sincerely,

HIGHWAY COMMITTEE MINUTES

DATE: March 12, 2019
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Scott Gryder, Judy Gilmour, Amy Cesich, and Matt Kellogg
STAFF PRESENT: Ginger Gates, John Burscheid and Fran Klaas
ALSO PRESENT: PJ Fitzpatrick and Craig Zimmerman

The committee meeting convened at 3:30 P.M. with roll call of committee members. Prochaska absent. Quorum established.

Motion Cesich; second Kellogg, to approve the agenda as presented. Motion approved unanimously.

Motion Cesich; second Kellogg, to approve the Highway Committee meeting minutes from February 13, 2019. Motion approved unanimously.

Jackie Forbes, Council Director for the Kane-Kendall Council of Mayors (KKCOM), as well as the chief of Planning & Programming for Kane County Department of Transportation, made a presentation on the relationship between Kendall County and KKCOM. Jackie is Kendall's liaison to the Council. She attends meetings on the County's behalf and provides guidance and direction for Kendall and the other 37 members of KKCOM. She also discussed committee structures of CMAP and KKCOM, funding changes and opportunities. Finally, she stressed that she and her liaisons were here to help and answer any questions that we may have. Gryder asked how much money is available through the Council. Jackie indicated that they program about \$10 million annually with CMAP funds. The committee also discussed funding and timing plans for the intersection improvement at Orchard Road and U.S. Route 30. Kane County is the lead agency on that project.

Motion Kellogg; second Gilmour to recommend approval of an intergovernmental agreement between Kendall County and Fox Road District relating to the asphalt resurfacing of Rogers Road. Klaas indicated this IGA is similar to what the County had done with Whitfield Road last year, due to damage caused by Millington Bridge Detour. The financial split will be 75% County and 25% Road District. Work is expected to be completed this summer. Resurfacing should provide adequate surface for next 10 years. Motion approved unanimously.

Motion Kellogg; second Cesich to recommend approval of a resolution appropriating funds for the payment of the county engineer's salary for the period 5-20-19 to 5-19-20 in the amount of \$125,000. Approval of this resolution will allow the County to use \$62,500 of federal funds for payment of ½ the engineer's salary, and the same amount of local funds. Salary is the same as last year. Motion approved unanimously.

Motion Cesich; second Kellogg, to recommend approval of an engineering agreement with Hampton, Lenzini and Renwick to perform engineering for replacement of bridge joints on the Fox River Drive Bridge over the Fox River for a not-to-exceed price of \$10,000; to be taken from the County Bridge Fund. Klaas assured the committee that this work will not be undertaken until

the Millington Bridge is open. Additionally, this work will not require closing of the bridge, but just one-lane closure using stage construction. Motion approved unanimously.

Motion Cesich; second Gilmour to recommend approval of an access variance to allow a full access driveway on the north side of Galena Road approximately 500' east of the Kennedy Road intersection. The action is related to zoning petition 19-08. The petitioner, Craig Zimmerman, indicated that the parcel is currently zoned agriculture, and he wants to rezone to allow a single family home. He would operate a carpentry home business out the proposed home. There is currently no direct access to this property from Galena Road. Klaas indicated that the very small number of trips from this proposed access should not cause a problem, and he planned to work with the petitioner when the intersection is reconstructed in a couple years to make sure it is located in the right spot. Motion approved unanimously.

Chairman Gryder reported that Amy Cesich, Scott Koeppel, and Fran Klaas were headed to Springfield tomorrow to meet with local representatives to discuss the needed for transportation funding on certain projects in Kendall County, including Eldamain Road, Collins Road Extension and Route 47.

Klaas asked the committee to consider a joint funding petition from Fox Road District to replace a large metal culvert under Rogers Road just east of Oakbrook Road. The culvert is in poor condition, and he did not want to resurface this roadway until the culvert was replaced. The petition indicates a total cost of \$50,000; so \$25,000 for each agency. If there was no opposition, he requested that this be put on the April 3rd Board Agenda.

Motion Kellogg; second Gilmour, to forward Highway Department bills for the month of March in the amount of \$139,735.17 to the Finance Committee for approval. Motion approved unanimously.

Motion Gilmour; second Kellogg to adjourn the meeting at 4:15 P.M. Motion carried unanimously.

Respectfully submitted,



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

Action Items

1. Intergovernmental Agreement between Kendall County and Fox Road District relating to the asphalt resurfacing of Rogers Road
2. Resolution appropriating funds for the payment of the County Engineer's Salary for the period 5-20-19 to 5-19-20 in the amount of \$125,000

3. Engineering Agreement with Hampton, Lenzini & Renwick to perform engineering for replacement of bridge joints on the Fox River Drive Bridge over the Fox River for a not-to-exceed price of \$10,000; to be taken from the County Bridge Fund
4. Access variance related to zoning Petition 19-08, Galena Road east of Kennedy Road, allowing full access on north side of Galena Road for single family home

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY, ILLINOIS
AND FOX TOWNSHIP ROAD DISTRICT, ILLINOIS, RELATING TO THE ASPHALT
RESURFACING OF ROGERS ROAD**

THIS INTERGOVERNMENTAL AGREEMENT (*the “Agreement”*) is by and between the County of Kendall, a unit of local government of the State of Illinois (“*Kendall County*”), and Fox Township Road District, a unit of local government of the State of Illinois (*the “Township”*).

WITNESSETH:

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

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

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

WHEREAS, it is deemed to be in the best interest of Kendall County and the motoring public to improve and maintain the various roadways throughout Kendall County, including those within the municipalities and townships of Kendall County; and

WHEREAS, the Millington Bridge crosses over the Fox River in the Village of Millington, and it has been determined its piers are in need of replacement; and

WHEREAS, given the damage to the Millington Bridge, the bridge has been closed and will remain closed until its repair is completed (the "*Millington Bridge Project*"); and

WHEREAS, the closure of the Millington Bridge has increased the amount of traffic on Rogers Road, as is represented on Exhibit A; and

WHEREAS, Rogers Road is located within the jurisdiction of the Township; and

WHEREAS, given the increased traffic on Rogers Road, Kendall County, with a financial contribution from the Township, agrees to place a new asphalt wearing surface on Rogers Road, from Millington Road to Whitfield Road, in order to minimize any possible resulting wear, in furtherance of ensuring the safety of the general motoring public; and

WHEREAS, it is the understanding of the Parties that upon completion of the asphalt resurfacing of Rogers Road, the Township alone will maintain, repair and otherwise care for the roadways within its jurisdiction and that Kendall County will have no duties to maintain, repair or otherwise care for those roadways at any time in the future; and

WHEREAS, Kendall County and the Township wish to enter into an agreement wherein they will provide for the asphalt resurfacing and divide the costs as is herein described.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is

agreed to by the Parties hereto, Kendall County and the Township covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. Kendall County and the Township shall perform the asphalt resurfacing described herein. The asphalt resurfacing (the “*Resurfacing Project*”) will be placed on Rogers Road beginning at Millington Road and extending easterly to its intersection with Whitfield Road, a distance of approximately ten thousand one hundred fifty (10,150) feet (the “*Resurfacing Project Area*”). The Resurfacing Project shall be completed during calendar year 2019. The Resurfacing Project shall include the placement of not less than one and one-half (1½) inches of hot mix asphalt, aggregate shoulders, and modified urethane pavement markings.
3. As lead agency, Kendall County shall perform all project bidding, awarding, engineering, inspection, documentation and initial payment for the Resurfacing Project.
4. As lead agency, Kendall County shall pay all project costs, subject to reimbursement by the Township as follows. The Township shall reimburse Kendall County for twenty-five percent (25%) of the total project costs, not to exceed a reimbursement of fifty thousand dollars (\$50,000.00). Kendall County shall be responsible for the remaining seventy-five percent (75%) of the total project costs, plus any costs that exceed the maximum reimbursements to be paid by the Township listed above.
5. Kendall County agrees that prior to the Township disbursing the funds for its respective share as described herein, Kendall County must submit final project costs, along with a written request for reimbursement to the Township, or to its designee. Following receipt of the

proper documentation, the Township shall remit payment as set forth in paragraph 4 above to Kendall County within thirty (30) days of the written request for funds.

6. Kendall County shall perform the Resurfacing Project as specified herein in compliance with state and federal laws and regulations, including those competitive bidding and selection requirements necessary pursuant to applicable state and federal laws.
7. During the course of the Resurfacing Project, Kendall County shall ensure that each contractor and/or subcontractor performing work on the Resurfacing Project shall obtain and continue in force during the term of the Resurfacing Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Resurfacing Project shall name Kendall County and the Township as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage.
8. It is understood and agreed that Kendall County shall not undertake the acquisition of interests in real estate, including Temporary or Permanent Easements, for the Resurfacing Project, and that Kendall County shall not be obligated to acquire any property by way of fee ownership for the same.
9. The Parties hereby understand and agree that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on any of the Parties to undertake maintenance, repairs or improvements to the Resurfacing Project Area, except as are already provided by law or otherwise described in this Agreement.
10. To the extent permitted by law, each Party shall hold harmless, indemnify and defend the other Party, including such Party's past, present, and future board members, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising

from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the “Claims”), to the extent such Claims result from either 1) intentional, willful, wanton, reckless or negligent conduct by such indemnifying Party in the use, maintenance, repair, and/or improvement of Resurfacing Project Area, or 2) such indemnifying Party's failure to adequately perform its obligations pursuant to this Agreement. However, no Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, reckless or negligent misconduct.

Nothing contained herein shall be construed as prohibiting Kendall County and/or the Township, and their respective officials, directors, officers, agents and employees, from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. The Township and/or Kendall County's participation in their own defense shall not remove the other Party's and/or Contractors and Subcontractors' duty to indemnify, defend, and hold the other Party harmless, as set forth herein. The Township and Kendall County do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1, *et seq.*) or other such Acts by reason of indemnification or insurance.

11. Nothing in this agreement shall be interpreted to alter the Parties' jurisdiction over any of the Resurfacing Project Area roadways.
12. It is mutually agreed by Kendall County and the Township that upon completion of the Resurfacing Project, Kendall County shall not be inferred to, or obligated to, have a duty to provide insurance for the Resurfacing Project Area or otherwise indemnify and hold harmless the Township in connection with the use, enjoyment, maintenance, repair or replacement of the herein mentioned improvements. Further, the Township shall be responsible for any

future maintenance, repair or replacement deemed necessary for such improvements within the Resurfacing Project Area. Other than obligations specifically imposed by this Agreement, 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 Resurfacing Project Area roadways or the improvements completed thereon.

13. 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.
14. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the Party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt:

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

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

If to the Township: Brad Mathre
Fox Township Highway Commissioner
P.O. Box 122
Millbrook, IL 60536

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

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.
16. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and each of which shall constitute one and the same Agreement.
17. 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 about the subject projects and may not be further modified except in writing acknowledged by all Parties.

18. Any Party may terminate this Agreement by providing thirty (30) days advance written notice to the other Party. However, the Parties shall not be permitted to cancel the Agreement once the Resurfacing Project has begun, unless done so in writing signed by each Party.
19. Nothing contained in this Agreement, nor any act of Kendall County or the Township 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 Township.
20. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless: 1) it is agreed to terminate this Agreement in writing signed by all Parties, or 2) it is cancelled pursuant to paragraph 18 above, or 3) the Resurfacing Project is completed, at which time the Agreement shall terminate, with the exception of all indemnification responsibilities, which shall remain in force.
21. This Agreement shall be effective upon approval by Kendall County and the Township and the date of this Agreement shall be deemed as the last date of acceptance provided below.
22. Kendall County and the Township each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

COUNTY OF KENDALL, A UNIT OF LOCAL GOVERNMENT OF THE STATE OF ILLINOIS

By: _____
Kendall County Board Chair Date

Attest: _____
Kendall County Clerk Date

(Seal)

FOX TOWNSHIP ROAD DISTRICT, A UNIT OF LOCAL GOVERNMENT OF THE STATE OF ILLINOIS

By: _____
Fox Township Highway Commissioner Date

Attest: _____
Township Clerk Date

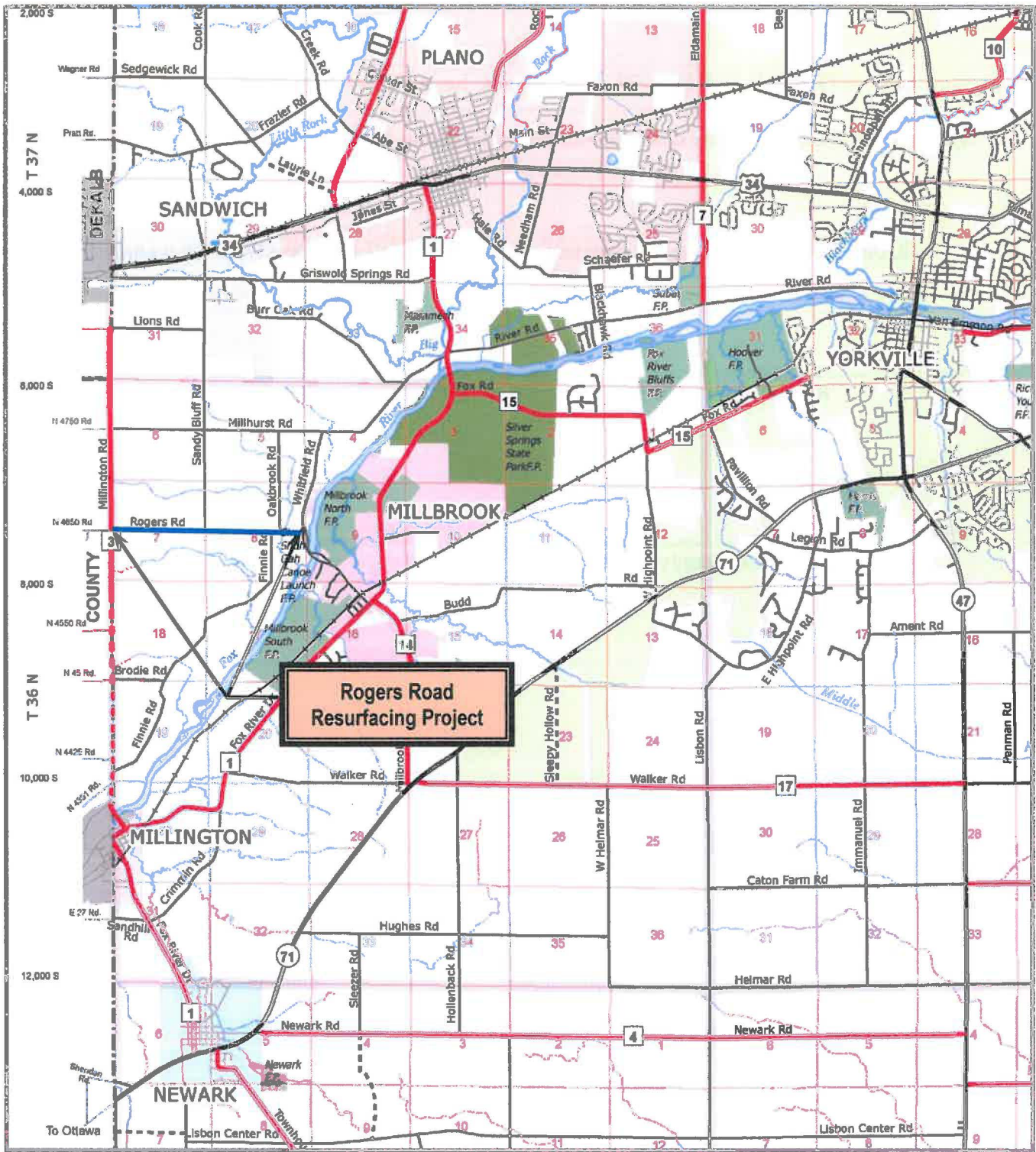


Exhibit A

KENDALL COUNTY
Ordinance No. _____

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

WHEREAS, access to Kendall County Highways has been regulated by the Kendall County Board through the Kendall County Highway Access Regulation Ordinance, originally adopted by the Board on May 18, 1999 and notwithstanding subsequent revisions; and

WHEREAS, Galena Road (County Highway 9) has been classified as an Access 2 Highway in said Ordinance, requiring a spacing for private accesses of not less than 1,320 feet; and

WHEREAS, Diane and Craig Zimmerman have petitioned Kendall County for the installation of a private access on the north side of Galena Road approximately 500 feet east of the intersection of Galena Road and Kennedy Road as depicted on the attached Location Map; and

WHEREAS, in consideration of other private accesses in the immediate vicinity of said proposed access, the extremely low volume nature of the private access proposed, and the minimal conflict created by installation of said access.

THEREFORE, BE IT ORDAINED, that the Kendall County Board hereby grants a variance to the Kendall County Highway Access Regulation Ordinance, for the specified purpose, subject to the terms and conditions imposed herein.

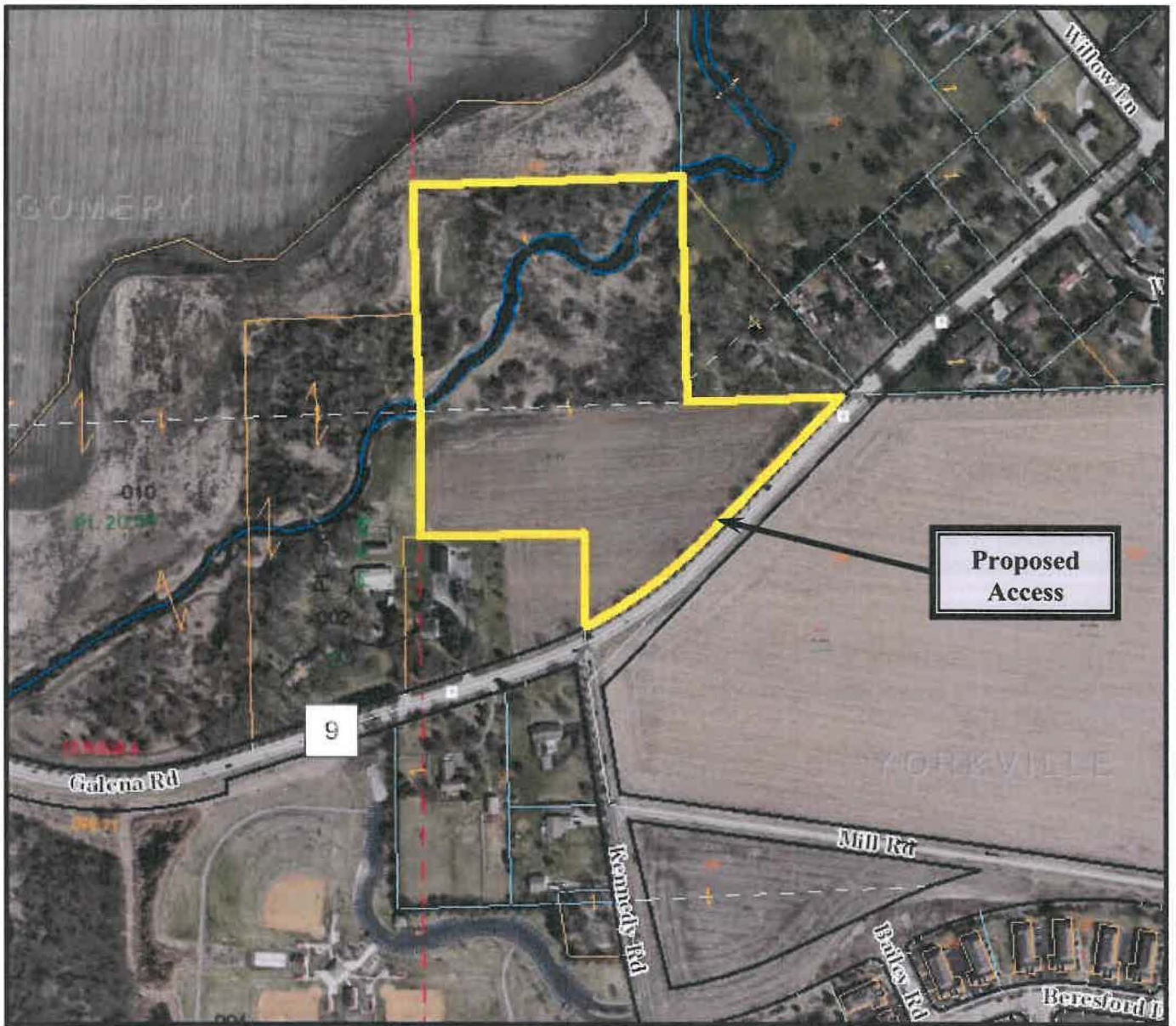
1. The above listed recitals are incorporated herein as if fully set out herein.
2. That a variance is hereby authorized for Diane and Craig Zimmerman, for the installation of a single, full-access driveway on the north side of Galena Road approximately 500 feet east of the intersection of Galena Road and Kennedy Road. Said access shall conform in all ways to the construction requirements of the Kendall County Highway Department, and shall be constructed at no cost to the Department.
3. That said access shall serve a single family residence and shall be constructed for no other purpose.
4. Any exceptions, violations or noncompliance to the requirements contained herein, on behalf of the petitioner, will result in the immediate forfeiture of the variance.

Approved by the County Board of Kendall County, State of Illinois.

Scott Gryder – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of an ordinance adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the _____ day of _____, A.D., 2019

Debbie Gillette – County Clerk



LOCATION MAP
Galena Road Variance Request
Diane & Craig Zimmerman
Between 7977 and 7823 Galena Road
Related to Zoning Petition 19-08

March 19, 2019

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes for Thursday, February 28, 2019

Call to Order

Committee Chair John Purcell called the Budget and Finance Committee to order at 5:02p.m.

Roll Call

Attendee	Status	Arrived	Left Meeting
John Purcell	Present		
Amy Cesich	Present		
Audra Hendrix	ABSENT		
Matt Kellogg	Present		
Matthew Prochaska		5:11p.m.	

Staff Members Present: Latreese Caldwell

Approval of Agenda – Member Kellogg made a motion to approve the agenda, Member Cesich seconded the motion. **With three members present voted aye to approve the agenda, motion passed by a vote of 3-0.**

Approval of Claims – Member Kellogg made a motion and Member Cesich seconded the motion to forward the Approval of Claims in an amount not to exceed \$849,345.29 and approval of Coroner claims in an amount not to exceed \$1,283.10 to the County Board. **With three members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 3-0.**

Department Head and Elected Official - None

Items from Other Committees - None

Items of Business

Discussion and Approval of Kendall Area Transit Advanced Funds Request – K.A.T. Program Director Mike Neuenkirchen briefed the committee on their current financial situation due to the extremely severe delays by IDOT in processing FY19 contracts. Nate Kloster, VAC Chief Financial Officer, explained that due to the lack of reimbursement, VAC has fully extended its line of credit of \$600,000. DeKalb County and the City of DeKalb have responded to the crisis by agreeing to advance funds. VAC’s main concern is having cash on hand to continue operating over the next 30-days while awaiting IDOT grant funding, which are more than nine months behind. Kendall Area Transit is seeking an advance of \$189,000 of their first quarter Downstate Operating Assistance requisitions from the County. Member Prochaska asked that Mr. Koeppel should contact our lobbying firm in Springfield to assist in escalating the payment of grant monies owed to Kendall Area Transit.

Member Kellogg made a motion to forward the Kendall Area Transit Advanced Funds Request, second by Member Prochaska. **With four members voting aye, the motion carried.**

- *Discussion of FY2018 Audit Findings* – Member Purcell reviewed the auditor’s findings for the County with the committee, and stated that the auditor will present the findings to the full Board on March 5, 2019.
- *IMRF Funding Discussion* – Member Purcell reviewed the notification from the Board of Directors IMRF regarding their reduction of the Rate of Return. Mr. Purcell stated the fund is calculated on three factors:
 1. Return on investment
 2. Employee portion
 3. Employer portion

Mr. Purcell stated that the employee always pays the same rate, so when IMRF reduces the return, the County will have to pay more. The committee also reviewed the schedule of changes in net pension liability and related ratios from 2017 for regular, SLEP and ECO. **There was consensus by the Committee to wait until the 2018 IMRF report comes in April to continue discussion.**

- *Kendall County Health Department Analysis Discussion* – The committee again reviewed the Health Department Levy, Benefits Reimbursement, Deficit history (budget & actual), the proposed FY19 Levy and Benefit reimbursement. Member Purcell and Member Cesich are scheduled to meet with the Board of Health Finance Committee next week to discuss the proposal further.

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole – None

Items for the County Board

Approval Claims in an amount not to exceed \$849,345.29 and approval of Coroner claims in an amount not to exceed \$1,283.10

Approval of Kendall Area Transit Advanced Funds Request

Executive Session – None

Adjournment – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, Member Prochaska seconded the motion. **The meeting was adjourned at 6:17p.m. by a 4-0 vote**

Respectfully submitted,

Valarie McClain
Administrative Assistant and Recording Secretary

COUNTY OF KENDALL, ILLINOIS
Law, Justice and Legislation Committee
Kendall County Courthouse Law Library
Monday, March 11, 2019
Meeting Minutes

Call to Order and Pledge Allegiance - Chair Tony Giles called the meeting to order at 3:24p.m. and led the Pledge of Allegiance.

Roll Call:

Committee Member	Status	Arrived at Meeting	Left Meeting
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	ABSENT		
Matthew Prochaska	Here		
Robyn Vickers	Here		

With four members present voting aye, a quorum was determined to conduct business.

Others Present: Sheriff Dwight Baird, Chief Deputy Mike Peters, Chief Deputy Coroner Levi Gotte, EMA Director Joe Gillespie, Circuit Clerk Robyn Ingemunson, Public Defender Vicki Chuffo, Facilities Management Director Jim Smiley, and State’s Attorney Eric Weis

Approval of the Agenda –Member Prochaska made a motion to approve the agenda, second by Member Gilmour. **With four members present voting aye, the motion carried.**

Approval of Minutes – Member Prochaska made a motion to approve the February 11, 2019 meeting minutes, second by Member Gilmour. **With four members present voting aye, the motion carried.**

Public Comment - None

Status Reports

Coroner – Chief Deputy Coroner Gotte reviewed the monthly report with the committee, and reported 31 deaths for the month of February. Deputy Gotte stated that personnel provided a morgue tour to Aurora University Criminal Justice class, and an open-to-the-public morgue tour, continued with the “Lights of Hope” support group for families and friends impacted by an overdose related death, and attended “A Way Out” program at the Kane County Sheriff’s Office. Written report provided in packet.

EMA – Director Gillespie reported the EMA Search and Rescue Squad participated in three missing person searches, and one evidence search, for a gun used in an armed robbery in Dixon in February. Nine EMA members participated in an IAP creation exercise about a train derailment, and will continue monthly training about the IAP, with a knowledge test in late summer. Gillespie also briefed the committee on upcoming National Weather Service event and training in the Jury Assembly Room, the national Weather Service Basic Severe Storm and Tornado Spotter Class on April 8, 2019, and the Dresden exercise. They continued the Siren, STARCOM and WSPY Emergency Alert System (EAS) testing. Written report included in packet.

Public Defender – Written report provided in packet.

Sheriff's Report

- a. Operations Division – Written report provided. Sheriff Baird reported 32 presentations and events, including a presentation on Anti-Bullying at Long Beach Elementary School in Boulder Hill, the “Ask a Police Officer” event at the Oswego Senior Center luncheon, and the Dementia Friendly Community Kick-Off event at the Oswego Senior Center, and car-seat installation that will continue throughout the summer. The Sheriff’s Office also participated in the Special Olympics Polar Plunge benefit event in February.

Sheriff Baird stated they are down five positions in the Patrol section of the Office, and hope to hire fill four positions by the end of this month.

- b. Records Division – Written report provided. Discussion on the increase in Sheriff’s Sales this year. Sheriff Baird stated that most were postponed form December due to the holidays.
- c. Corrections Division – Written report provided. Chief Deputy Peters reported they recently had the health and sanitation inspection of the jail kitchen, and passed with no violations. Sheriff Baird said they will go out to bid for the food service contract this spring, and hope to have a contract recommendation for Board approval in May or June.

Sheriff Baird also reported that Chief Peters is in negotiating talks with the Federal Marshall Office after the housing of federal prisoners for the past three years, and the increased costs of housing those prisoners.

Old Business - None

New Business

Discussion of State Bill 1216 – Member Giles briefed the committee on the proposed bill and how it might affect the County. Member Prochaska stated that he had contacted UCCI, and ISACo earlier in the day, and said that neither organization felt this bill would progress very far. **There was consensus by the committee that a Resolution Opposing the bill should be presented to the County Board for approval on March 19, 2019.**

Chairman’s Report/Comments – Chairman Giles reminded the committee that the April 8th meeting will also meet in the Law Library due to jury trials meeting in the Jury Assembly Room those two weeks.

Public Comment - None

Legislative Update – Member Prochaska asked that monthly Legislative Updates from ISACo be included in meeting packets.

Executive Session – Not needed

Items for County Board Approval – *Approval of a Resolution Opposing SB 1216*

Adjournment – Member Vickers made a motion to adjourn the meeting, second by Member Gilmour.
With all in agreement, the meeting adjourned at 4:11p.m.

Respectfully Submitted,

Valarie McClain
Administrative Assistant and Recording Clerk

COUNTY OF KENDALL, ILLINOIS
ADMIN HR MEETING
County Office Building
111 W. Fox Street, Room 210; Yorkville
Monday, March 4, 2019

CALL TO ORDER - Committee Chair Elizabeth Flowers called the meeting to order at 5:31p.m.

ROLL CALL

Attendee	Status	Arrived	Left Meeting
Elizabeth Flowers	Here		
Judy Gilmour	Here		
Scott Gryder	Here		
Matthew Prochaska	ABSENT		
Robyn Vickers	ABSENT		

Others in Attendance: Bob Jones, Scott Koeppel.

APPROVAL OF AGENDA – Motion made by Member Gryder second by Member Gilmour to approve the agenda. **With three members voting aye, the agenda was approved by a 3 -0 vote.**

APPROVAL OF MINUTES – Motion made by Member Gryder, second by Member Gilmour to approve the February 20, 2019 minutes. **With three members voting aye, the minutes were approved by a 3-0 vote.**

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

Treasurer’s Office – Bob Jones distributed information about several employee assistance programs available for free to all employees. These services included up to 3 free sessions of psychological counselling and civil matters like divorce and personal finances.

CHC will be at the April 2, meeting to demo the website.

Mr. Jones asked about monthly reports. He stated that the report from BCBS was extensive. Moving forward Mr. Jones will only highlight the reports for the committee.

Administration Department – Scott Koeppel reported that Horton, the County’s insurance broker will return on May 6, to discuss health insurance cost saving measures.

PUBLIC COMMENT - None

COMMITTEE BUSINESS

- Discussion of Employee Years of Service Recognition Program – Scott Koeppel explained that he was seeking direction from committee members on this issue. Currently employees who are being recognized for years of service can choose from several engraved gifts. This year there is an employee who does not want any of the gifts offered. The Department Head would like to still recognize the employee with a gift card. Assistant State’s Attorney, Leslie Johnson has provided the information in the packet about gift cards for years of service recognition. It seems that gifts cards would be considered taxable income and would have to be included by the Treasurer’s Office as income. There would be tax implications. Member Gryder stated that he felt the policy should remain as is, choose from the list of gifts, no gift card alternative. Member Flowers asked about increasing the number of gifts available. She stated that there are companies out there that have extensive catalogs with many options. Member Gilmour recalled not having many options before and also asked about streamlining the recognition ceremony. **There was consensus from the committee to leave the process as is with no gift card alternative.**

- Discussion and Approval of Employment Application – Scott Koeppel presented the changes to the current application that Leslie Johnson suggested. The changes between the current and proposed application are outlined in the attached memo created by Mera Johnson. Member Gryder agreed with the phone and email address changes. He asked about the driver’s license and criminal conviction questions being retained. Mr. Koeppel stated that we may not be able to legally ask those questions anymore. Member Gryder also asked about keeping the ‘How did you hear about this opportunity?’ question. Member Flowers asked about professional versus personal references, stating that she preferred it be listed as just references, because if someone is just graduating they may not have many professional contacts. Member Gilmour asked if individuals need to fill out the application. Mr. Koeppel indicated that if just a resume and cover letter is submitted, he asks that the application is completed for the candidate to be considered. Mr. Koeppel indicated that he would ask the questions raised of legal, with changes discussed by the committee made. The revised application will be sent to the Board for approval. Motion made by Member Gryder, second by Member Gilmour. **With three members voting aye, the updated Employment Application will be forwarded to the County Board for approval.**

- Discussion of Email Retention and Storage Issues – Mr. Koeppel stated that there is no action needed, just an update on the project. Matt Kinsey is still working to reduce the number of accounts. IT is also looking at old emails accounts and storing them on blue ray discs to free up space.

EXECUTIVE SESSION – Not needed

ITEMS FOR COMMITTEE OF THE WHOLE – None

ACTION ITEMS FOR COUNTY BOARD

- *Approval of the updated Employment Application*

ADJOURNMENT – Member Gryder made a motion to adjourn the meeting, second by Member Gilmour. **With three members voting aye, the meeting was adjourned at 6:07 p.m.**

Respectfully Submitted,

Mera Johnson
HR Risk Management & Compliance Coordinator