

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Wednesday, April 3, 2019 at 6:00 p.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of County Board Minutes from March 5, 2019
5. Approval of Agenda
6. Special Recognition
  - A. Oswego Boys Swim and Dive Co-Op Team
7. Citizens to Be Heard
8. Executive Session
9. Old Business
10. New Business
11. Standing Committee Reports
  - A. Highway
    1. Approve Farm License Agreement with George Stuck to allow for planting and harvesting a grass/alfalfa mix on approximately 7 acres of Eldamain Road right-of-way east of Fox Road at a price of \$100 per acre for 3 years.
    2. Approve Petition for County Aid from Fox Road District to replace culvert on Rogers Road at an approximate cost of \$50,000; said cost shared equally between each agency.
  - B. Finance Committee
    1. Approve claims in an amount not to exceed \$ 887,380.41
    2. Approve Coroner claims in an amount not to exceed \$ 6,287.15
  - C. Administration/HR
    1. Approval of Kendall County Employment Application
    2. Approve update to the County Board Rules of Order pertaining to Public Comment & Agenda
  - D. Law, Justice & Legislation
    1. Approval of Resolution Opposing SB 1216
    2. Approval of 2019 ISACo Dues in the Amount of \$7,871.42 to be Paid from County Board Dues and Memberships Budget Line Item 010-2-032-6203
  - E. Standing Committee Minutes Approval
12. Special Committee Reports
  - A. Kencom Executive Board
  - B. Housing Authority
  - C. Board of Health
13. Chairman's Report

**Appointments**

David Thompson - Newark Fire District - 3 yr term - Expires April 2022  
Shorty Dickson - Bristol Kendall Fire District - 3 yr term - Expires April 2022  
Gary Popp - Tax Board of Review - 2 yr term - Expires April 2021  
Ted Schneller - Tax Board of Review - 2 yr term - Expires May 2021  
David Zielke - Tax Board of Review (Alternate) - 2 yr term - Expires May 2021  
Kristine Hieman – Ethics Commission – 2 year term – expires April 2021

**Announcements**

Elizabeth Holmberg – 708 Mental Health Board - 4 yr term - Expires February 2023

14. Other Business
15. Citizens to be Heard
16. Questions from the Press
17. Executive Session
18. 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  
March 5, 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, March 5, 2019 at 6:10 p.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Elizabeth Flowers, Tony Giles, Judy Gilmour, Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell and Robyn Vickers. Members absent: Matt Kellogg

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

**THE MINUTES**

Member Gilmour moved to approve the submitted minutes from the Adjourned County Board Meeting of 2/5/19. Member Flowers seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. **Motion carried.**

**THE AGENDA**

Chairman Gryder asked that Item 11 C 1 be removed so the State's Attorney can look at it.

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

**CITIZENS TO BE HEARD**

MaryJo Klaus spoke about the overpayment of her property taxes. She added the 65 year old exemption in the Assessment Office, it was discovered that she did not have owner occupied. Ms. Klaus' ownership status was not entered. She has filed a complaint with the Illinois Attorney General's Office for an audit of policies and procedures that need to be done when someone is changing an owner exemption on paperwork that they are entering.

Todd Milliron spoke about an email he sent to the board members and State's Attorney Weis regarding his concerns about the gun range being insured. Mr. Milliron made statements regarding the formal approval of the gun range.

Chris Paluch stated that his request for the 2019 gun range schedule was denied. He believes he has the right to know where the sound of gun fire is coming from. After April 1<sup>st</sup> the shooting will be daily. Mr. Paluch said that there is not a permit for the gun range to exist.

Renee and Mary Paluch were in front of the board to defend their legitimate complaints on hearing loud gun fire that rattles their windows. They played audio of gun fire at their home.

**EXECUTIVE SESSION**

Member Purcell made a motion to go into Executive Session for (11) litigation, when an action against, affecting or on behalf of the particular public body has been filed and is pending before a court or administrative tribunal, or when the public body finds that an action is probable or imminent, in which case the basis for the finding shall be recorded and entered into the minutes of the closed meeting. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**RECONVENE**

**NEW BUSINESS**

**Auditor Report**

Mack and Associates presented the annual financial report.

**STANDING COMMITTEE REPORTS**

**Planning, Building & Zoning**

## Noxious Weed Notice

Member Prochaska moved to approve the publishing of the Annual Noxious Weed Notice in the Kendall County Record at a cost not to exceed \$110.00; related invoice(s) to be paid from the PBZ legal publications line item (010-2-002-6209). Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## Finance

### CLAIMS

Member Cesich moved to approve claims submitted in the amount not to exceed \$849,345.29. Member Flowers seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$5,267.20, B&Z \$529.30, CO CLK & RCDR \$233.12, ELECTION \$35,220.33, SHRFF \$3,742.96, CRRCTNS \$285.04, MERIT \$250.00, EMA \$237.14, CRCT CT CLK \$124.70, JURY COMM \$4,716.40, CRCT CT JDG \$4,428.73, CRNR \$1,231.35, CMB CRT SRV \$12,306.95, ST ATTY \$3,163.98, SPRV OF ASSMNT \$1,677.20, TRSR \$390.16, UNEMPLY CMP \$619.50, EMPLY HLTH INS \$385,678.66, AUD & ACCT \$49,200.00, OFF OF ADM SRV \$457.13, GNRL INS & BNDG \$220.85, CO BRD \$462.07, TECH SRV \$5,767.63, FAC MGT UTLTS \$67,197.75, ECON DEV \$275.00, CO HWY \$35,314.77, TRNSPRT SALES TX \$12,188.91, HLTH & HMN SRV \$114,604.42, FRST PRSRV \$363.37, ELLIS HS \$630.78, ELLIS BRN \$124.90, ELLIS GRNDS \$211.93, ELLIS BDAY PRTIES \$125.21, ELLIS WDDNGS \$160.00, HOOVER \$3,595.94, NTRL AREA VLNTR \$416.56, GRNDS & NTRL RSRC \$462.08, ANML CNTRL EXPS \$4,507.57, CO RCDR DOC STRG \$5,770.69, DRG ABS EXP \$880.00, HIDTA \$21,823.93, SHRFF RNG FND \$125.00, CO CMSRY FND \$3,375.84, COOK CO REIMB FND \$1,711.00, CRT SEC FND \$841.10, LAW LBRY FND \$62.00, JVNL JSTC CNCL \$500.00, CRT AUTOMA \$44,036.00, CRNR \$51.75, PRBTN SRV FND \$8,918.71, GIS \$186.19, ENG/CNSLTG ESCRW \$1,498.40, ANML POP CNTRL \$200.00, VAC \$2,975.09

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

## Coroner Claims

Chairman Gryder recused member Purcell from the vote.

Member Cesich moved to approve the coroner claims in the amount not to exceed \$1,283.10. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## Kendall Area Transit Advanced Funds Request

Member Purcell explained that the Kendall Area Transit is waiting on funding from the State. The County has budgeted and have the funds available to advance them the funds. The transfer has been made in order for them to make payroll. They expect to receive funding from the State within 45 days.

## Animal Control

### Chameleon Software

Member Cesich moved to approve the purchase of Chameleon software for the Animal Control Facility in an amount not to exceed \$21,000. Member Hendrix seconded the motion.

County Administrator Scott Koeppel explained that the software will run the entire Animal Control Facility from bookkeeping, tracking rabies tags, putting in information about adoptable animals and investigations.

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

## Law, Justice and Legislation

### Drug Court

Member Giles moved to approve the agreement with Gateway Foundation, Inc. and the Kendall County Drug Court. Member Gilmour seconded the motion.

County Administrator Scott Koeppel explained that the agreement to provide a service for inpatient service for part of the Drug Court.

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

## Health and Environment

Member Gilmour moved to approve a resolution reducing behavioral health conditions in jails. Member Purcell seconded the motion.

County Administrator Scott Koeppel explained that this is an effort to improve upon intake and procedures and protocols. Dr. Tokars explained that the resolution was custom written to reflect what the Health Department wants to see in place; like the struggle with addiction and mental health issues. They are looking to see if there is screening that connects people to a need and does that need get them connected to a service if they need that service.

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

## STANDING COMMITTEE MINUTES APPROVAL

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

## SPECIAL COMMITTEE REPORTS

### Housing Authority

Member Prochaska stated that they have submitted the SEMAP resolution.

### Board of Health

Member Giles stated that they are working finding a long term resolution to the Health Department contribution to the budget.

Member Hendrix stated that she was asked to represent Kendall County at the Joint Executive Committee for nominations for the Fox Valley Workforce Board as well as One Stop Oversight. She brought up the need to track the long term effects of all of the workforce net programs. Ms. Hendrix mentioned taking people out of drug court programs to give them job training and education.

### Chairman's Report

Chairman Gryder stated that the Solid Waste Committee has met for the first time. Member Gilmour said they are reviewing and adding to the current plan.

Chairman Gryder and County Administrator Scott Koeppel informed the board about the Export Pitch program through the Chicago Regional Growth Corporation.

## OTHER BUSINESS

Member Gilmour spoke about the SKY run to be held on April 27, 2019; sponsorships are available.

Member Prochaska informed the board about the NACO meeting he attended.

## CITIZENS TO BE HEARD

Todd Milliron spoke about the credit card usage and checks and balances. He also spoke about a biometric payroll system.

## QUESTIONS FROM THE PRESS

Jim Wyman from WSPY asked if the Kendall County gun range that the Sheriff maintains is insured.

## ADJOURNMENT

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

Approved and submitted this 7th day of March, 2019.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk  
Co Board 3/5/19

**FARM LICENSE AGREEMENT**

**Eldamain Road Rights-of-Way**

AGREEMENT made this \_\_\_ day of \_\_\_\_\_, 2019 between KENDALL COUNTY, a Body Corporate and Politic, 111 West Fox Street, Yorkville, IL, 60560, Licensor; and \_\_\_\_\_, Licensee, including all heirs and assigns.

WHEREAS, the Licensor is the owner of certain lands situated in the County of Kendall, Townships of Little Rock and Bristol and State of Illinois described as:

Eldamain Road Rights-of-Way as identified in the attached Exhibits;

WHEREAS, Licensee desires to use the above-described real estate for farming purposes, and Licensor desires to have the real estate farmed;

WHEREAS, both Licensee and Licensor hereby agree that there are 7 tillable acres of suitable land for use by the Licensee; these tillable acres hereinafter referred to as the "Subject Property;"

WHEREAS, the Licensor hereby grants to the Licensee a farm License in exchange for the following goods, services, and considerations, submitted as a use fee for a term of 3 growing seasons, beginning on April 1, 2019, and ending on October 31, 2021 subject to the conditions and limitations hereinafter mentioned.

NOW, THEREFORE, in consideration of the grants, covenants, and conditions of this Agreement, IT IS HEREBY AGREED AS FOLLOWS:

1. The proceeding introductory language is made a part hereof and incorporated herein.
2. Licensee shall pay Licensor \$\_\_\_\_\_ per tillable acre per year for the License years, payable no later than August 1<sup>st</sup> of each License year. Failure to pay by the aforementioned date may be grounds for termination of the License at the sole discretion of Licensor. This License may be extended on an annual basis by agreement of the parties.
3. This Agreement grants only a contractual license to use the Subject Property under the terms and conditions stated herein. Further, the rights granted by Kendall County herein shall vest only in Licensee and no such rights shall vest in any of Licensee's employees, agents, subcontractors or partners, if any. Nothing in this Agreement shall be construed to convey to Licensee any legal or equitable interest or estate in the Subject Property.
4. The Licensor agrees that the Licensee may, without further license on the part of the Licensor, use the Subject Property for the specific purpose of planting and harvesting the cover crop specified herein. Cover crop shall be a grass / alfalfa mix.

5. Licensee may harvest the planted cover crops not more than 4 times per year and not less than twice per year between May 15<sup>th</sup> and October 15<sup>th</sup>.

6. Licensor makes no claims as to the tax status of the Subject Property. In the event the Subject Property should be assessed and taxed pursuant to the process outlined in the Illinois Property Tax Code (35 ILCS 200/1-1, et seq.), it shall be the obligation of the Licensee to pay such taxes as are incurred during the term of this License. At the termination of this Agreement, Licensee shall pay tax incurred during the term of this License, though not yet due and owing. Where taxes have yet to be determined, Licensee shall pay the estimated taxes based on 100% of the previous year's taxes. Any such taxes shall be prorated as needed.

7. The Licensee has inspected the subject property prior to signing this Agreement and accepts the conditions of the Subject Property "as is."

8. The Licensee agrees to farm the Subject Property in a husband-like manner, taking care not to damage adjacent crops and adjacent public rights-of-way.

9. Pesticide Use

- A. Licensee shall, and shall cause all other persons working on the Subject Property, to follow all label instructions of any pesticides used on the Subject Property. Upon signing this Agreement, Licensee shall supply Licensor with a copy of a valid State of Illinois pesticide applicator's license for each person who will be applying pesticide on the Subject Property during the term of this Agreement. If any such licenses expire during the term of this Agreement, Licensee shall be responsible for obtaining a renewal or new license to replace such an expired license and shall promptly provide Licensor with a copy thereof.
- B. No pesticides shall be stored on the Subject Property unless they are in original, labeled containers, and then only during the period during which such pesticide is applied, which shall not exceed ten (10) days.
- C. Licensee is responsible, at the Licensee's sole expense, to repair any damage done to native vegetation due to pesticide drift and to repair rutting caused by farm equipment in non-tilled areas owned by the Licensor.
- D. Licensee's duty to indemnify as found in Section 14 below shall extend to any claims that may arise out of Licensee's application of pesticides on the Subject Property.

10. Licensee shall comply with all federal, state, and local laws, ordinances, rules and regulations that regulate, restrict or prohibit any material defined therein as a hazardous, radioactive, toxic or carcinogenic material, substance, pollutant, or contaminant when using such materials on the Subject Property.

11. The Licensee agrees to take care of the Subject Property, not to alter or change the physical landscape of the Subject Property, and to farm in a careful and prudent manner.

12. Licensor reserves the right to enter upon said land to inspect, make improvements thereon, and for any and all lawful purposes arising from the ownership of the land.

13. The Licensee agrees that this License is purely a personal license to use the Subject Property for farming purposes. To the extent permitted by law, the Licensor may terminate this Agreement at any time and for any reason by giving thirty (30) days notice in writing to that effect to the Licensee. In the event of any termination, Licensor shall pay the Licensee for planted but unharvested crops on the Subject Property on the basis of average county yield and unit price, based on available County data. Fertilizer and pesticide costs for planted but unharvested crops on the Subject Property shall be reimbursed, provided that the Licensee provides fertilizer and pesticide receipts for these costs. Other than amount for planted but unharvested crops, fertilizer and pesticide costs, as provided in this section, Licensee hereby waives its rights to request or seek any other amount from Licensor in the event the License granted herein is terminated.

14. Insurance & Liability

A. Licensee shall procure and maintain for the duration of this Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the Licensee's operation and use of the Subject Property. The cost of such insurance shall be borne by the Licensee. Minimum scope and limit of insurance coverage shall be at least as broad as:

i. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 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.

ii. Workers' Compensation insurance as required by the State of Illinois, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease. (This applies to a Licensee with employees).

iii. Property insurance against all risks of loss to any Licensee improvements or betterments, at full replacement cost with no coinsurance penalty provision.

iv. Farm Pollution Liability covering third party liability for bodily injury or property damage with limits no less than \$1,000,000 per occurrence.

B. If the Licensee maintains broader coverage and/or higher limits than the minimums shown above, Licensor requires and shall be entitled to the broader coverage and/or the higher limits maintained by Licensee. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to Licensor. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect Licensee, nor be deemed as a limitation on Licensee's liability to Licensor in this Agreement.

C. Other Insurance Provisions:

The insurance policies are to contain, or be endorsed to contain, the following provisions:

- i. **Additional Insured Status.** Licensor, 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 Licensee 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 Licensee's insurance (at least as broad as ISO Form CG 20 10).
  - ii. **Primary Coverage.** For any claims related to this contract, the Licensee's insurance coverage shall be primary insurance coverage at least as broad as ISO CG 20 01 04 13 as respects the Licensor, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Licensor, its officers, officials, employees, or volunteers shall be excess of the Licensee's insurance and shall not contribute with it.
  - iii. **Notice of Cancellation.** Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Licensor.
  - iv. **Waiver of Subrogation.** Licensee hereby grants to Licensor a waiver of any right to subrogation which any insurer of said Licensee may acquire against the Licensor by virtue of the payment of any loss under such insurance. Licensee agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the Licensor has received a waiver of subrogation endorsement from the insurer.
  - v. **Acceptability of Insurers.** Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A: VII, unless otherwise acceptable to the Licensor.
  - vi. **Self-Insured Retentions.** Self-insured retentions must be declared to and approved by the Licensor. At the option of the Licensor, either: the Licensee shall obtain coverage to reduce or eliminate such self-insured retentions as respects the Licensor, its officers, officials, employees, and volunteers; or the Licensee shall provide a financial guarantee satisfactory to the Licensor guaranteeing payment of losses and related investigations, claim administration, and defense expenses. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or Licensor.
- D. Licensee shall furnish the Licensor 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 Licensor before work begins. However, failure to obtain the required documents prior to the work beginning shall not waive the Licensee's obligation to provide them. The Licensor reserves the right to require complete, certified copies of all required insurance policies, including endorsements, required by these specifications, at any time.



- E. Special Risks or Circumstances. Licensor reserves the right to modify these requirements at any time, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.
- F. Licensee shall indemnify, hold harmless and defend with counsel of Licensor's own choosing, Licensor, its past, present and future elected officials, department heads, employees, insurers, and agents (hereinafter collectively referred to as "Releasees") from and against all liability, claims, suits, causes of action, demands, proceedings, set-offs, liens, attachments, debts, expenses, judgments, or other liabilities including costs, reasonable fees and expense of defense, arising from any loss, damage, injury, death, or loss or damage to property, of whatsoever kind or nature as well as for any breach of any covenant in this Agreement and any breach by Licensee of any representations or warranties made within the contract documents (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Licensee or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of Licensee in its performance under this Agreement.

Nothing contained herein shall be construed as prohibiting Releasees from defending through the selection and use of their own agents, attorneys and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to 55 ILCS 5/3-9005, no attorney may be assigned to represent the Releasees pursuant to this Section of the Contract unless the attorney has been approved in writing by the Kendall County State's Attorney. Releasees' participation in its defense shall not remove Licensee's duty to indemnify, defend, and hold Releasees harmless, as set forth above. Releasees do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 et seq.) by reason of this indemnification provision. Indemnification shall survive the termination of this Agreement.

15. Licensee's obligations under this Agreement may not be assigned or transferred to any other person, firm, or corporation without Licensor's consent. Any attempt to assign or so transfer without consent shall be void and without legal effect and shall constitute grounds for termination.

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

Licensee, its officers, employees and/or agents may sustain while performing services under the Agreement.

17. Licensee shall, and without any charge to Kendall County, keep the subject property free of any and all liens against the Subject Property in favor of any person whatsoever for or by reason of any equipment, material, supplies or other item furnished, labor performed or other thing done in connection with Licensee's use or occupancy of the subject property (a "Lien"). If the subject property becomes encumbered with any Lien, Licensor may, at Licensor's option, terminate this Agreement or direct Licensee to remove any such lien from the subject property. Licensee shall remove such Lien promptly and, in any event, not later than five (5) days after being directed to do so in writing by Licensor. Licensor shall have the right to remove or satisfy any Lien upon the Subject Property at any time with or without notice to Licensee, and shall be reimbursed by Licensee within ten (10) days after such amount is incurred, any amount that Licensor incurs to remove or satisfy the Lien, including the costs, expenses, attorneys' fees, and administrative expenses incurred by Licensor in connection therewith or by reason thereof.

18. Licensee shall give all notices, pay all fees, and take all other action that may be necessary to ensure that all activities on the subject property are provided, performed, and completed in accordance with all applicable laws, statutes, rules, regulations, ordinances, and requirements, and all required governmental permits, licenses or other approvals and authorizations that may be required in connection with providing, performing, and completing such activities.

19. Licensee hereby waives any claim of lien against Subject Property on behalf of Licensee, its officers, insurers, employees, agents, suppliers and/or sub-contractors.

20. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in Licensee or this License, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in Licensee or this License, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

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

22. To the extent that this Agreement calls for the construction, demolition, maintenance and/or repair of a "public work" as defined by the Illinois Prevailing Wage Act, 820 ILCS 130/01 et seq. ("the Act"), such work shall be covered under the Act. The Act requires contractors and subcontractors to pay laborers, workers and mechanics performing covered work on public works projects no less than the "prevailing rate of wages" (hourly cash wages plus fringe benefits) in the county where the work is performed. For information regarding current prevailing wage rates, please refer to the Illinois Department of Labor's website at: <http://www.illinois.gov/idol/Laws-Rules/CONMED/Pages/Rates.aspx> The Department revises the prevailing wage rates and the contractor/subcontractor has an obligation to check the Department's web site for revisions to prevailing wage rates. All contractors and subcontractors

rendering services under this Agreement must comply with all requirements of the Act, including, but not limited to, all wage, notice and record-keeping duties.

23. This Agreement shall be interpreted and enforced under the laws of the State of Illinois and the parties agree that the venue for any legal proceeding between them shall be Kendall County, Twenty-third Judicial Circuit, State of Illinois.

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

25. If any provision of this Agreement shall be held to be invalid or unenforceable for any reason, the remaining provisions shall continue to be valid and enforceable. If a court finds that any provision of this agreement is invalid or unenforceable, but that by limiting such provision it becomes valid and enforceable, then such provision shall be deemed to be written, construed, and enforced as so limited. The waiver of one breach of any term, condition, covenant or obligation of this Agreement shall not be considered to be a waiver of that or any other term, condition, covenant or obligation or of any subsequent breach thereof.

26. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by certified mail or personal service and received, in the case of notice to the County to Kendall County Highway Department, Attention: County Engineer, 6780 Route 47, Yorkville, Illinois 60560 with a copy sent to Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560. And, in the case of Licensee to:  
\_\_\_\_\_.

27. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. This agreement supersedes any prior written or oral agreements between the parties and may not be modified except in writing acknowledged by both parties.

Licensor:

Kendall County

By: \_\_\_\_\_  
Scott Gryder, County Board Chairman

Date: \_\_\_\_\_

Licensee:

By: \_\_\_\_\_  
Farm Operator

Date: \_\_\_\_\_



**Farm Lease for Grass/Alfalfa Mix ±7 Acres**

**PETITION FOR COUNTY AID TO BUILD OR REPAIR BRIDGE, CULVERT OR DRAINAGE STRUCTURE**

STATE OF ILLINOIS  
COUNTY OF KENDALL

ROAD DISTRICT (S) Fox  
\_\_\_\_\_

The undersigned Highway Commissioner(s) of Fox Road District and \_\_\_\_\_  
Road District in Kendall County, Illinois represent that a Culvert needs to be replaced  
on Rogers Road over the unnamed tributary to Fox River for which said Road District(s) is/are  
partially or wholly responsible and for which the total cost of said work will be approximately \$50,000

The undersigned Highway Commissioner(s) further declare that the cost to perform this work will be more than  
0.02% of the latest equalized assessed valuation of taxable property in said Township(s); and the tax levy for  
road purposes in the Road District(s) was in each year for the two years last past, not less than the maximum  
allowable rate as provided for in 605 ILCS 5/6-508.

**WHEREFORE**, the undersigned Highway Commissioner(s), in accordance with 605 ILCS 5/5-501, hereby  
petition the Kendall County Board for an appropriation from the County Bridge Fund of the County Treasury a  
sum sufficient to meet one-half the expenses of the work described herein, on the condition that said Road  
District (s) shall furnish the other one-half of the amount required.

**DESCRIPTION OF PROPOSED IMPROVEMENT** Replace existing 84" diameter metal culvert with new  
84" x 60' metal culvert

Fox Road District  
\_\_\_\_\_

\_\_\_\_\_  
Township Highway Commissioner

\_\_\_\_\_  
Date

STATE OF ILLINOIS     )  
KENDALL COUNTY     ) SS

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

\_\_\_\_\_  
Debbie Gillette – County Clerk

(Seal)

**COUNTY OF KENDALL, ILLINOIS**  
**BUDGET & FINANCE COMMITTEE**  
**Meeting Minutes for Thursday, March 14, 2019**

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**Call to Order**

Committee Chair John Purcell called the Budget and Finance Committee to order at 5:22p.m.

**Roll Call**

Attendee	Status	Arrived	Left Meeting
John Purcell	Yes		
Amy Cesich	Present		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		

Staff Members Present: Latreese Caldwell, Rae Ann VanGundy

**Approval of Agenda** – Member Hendrix made a motion to approve the agenda, Member Cesich seconded the motion. **With five members present voted aye to approve the agenda, motion passed by a vote of 5-0.**

**Approval of Claims** – Member Hendrix made a motion and Member Prochaska seconded the motion to forward the Approval Claims in an amount not to exceed \$515,094.81 and Coroner Claims in an amount not to exceed \$1,380.09 to the County Board. **With five members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 5-0.**

**Department Head and Elected Official Reports** - None

**Items from Other Committees** – Member Kellogg reported that the Facilities Committee meeting was postponed to March 18, 2019 and will discuss all of the current projects, with some options for the Public Safety Center HVAC project, and some grant funding that might be available.

**Items of Business**

- *Review and Discussion of FY2019 Senior Levy Applications* – The committee reviewed each of the application packets, the levy request history and past fund distribution, the levy amount, as well as options for distribution of the levy this year. There was consensus by the committee to not hold hearings this year.

Member Hendrix made a motion to approve giving the applicants the same amount granted to each organization in 2018, increased by 2.1 percent, second by Member Prochaska. The additional amount of \$7,031 above the Senior Levy will be taken from the contingency fund and transferred to the Senior Levy fund. **With five members present voting aye, the motion carried.**

- *IMRF Funding Discussion* – Item tabled to April 11, 2019 meeting (awaiting additional information from the County Treasurer and IMRF)
- *Kendall County Health Department Analysis* – Chair Purcell reported that he and Member Cesich met with the Board of Health Finance Committee and will meet with the Board of Health next week to answer questions.

The committee reviewed the history of the Health Department income statement for FY16-FY19, including the beginning fund balance, the total revenue, total expenditures, the net surplus (deficit), the ending balance, and the fund balance months for each fiscal year. The committee also reviewed the 3-year average Budget Deficit for FY16-18, and 3-year average Actual Deficit for FY16-18.

**There was consensus by Member Cesich, Member Purcell, Member Kellogg and Member Prochaska that Member Purcell and Member Cesich should meet with the Board of Health and present the proposed plan. Member Hendrix was not in agreement.**

**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 \$515,094.81 and Coroner Claims in an amount not to exceed \$1,380.09*

*Approval of Senior Levy Resolution for FY19*

**Executive Session** – Not needed

**Adjournment** – Member Kellogg made a motion to adjourn the Budget and Finance Committee meeting, Member Cesich seconded the motion. **The meeting was adjourned at 6:27p.m. by a 5-0 vote.**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary



**COUNTY OF KENDALL, ILLINOIS**  
**ADMIN HR MEETING**  
**County Office Building**  
**111 W. Fox Street, Room 210; Yorkville**  
**Wednesday, March 20, 2019**

**CALL TO ORDER** - Committee Chair Elizabeth Flowers called the meeting to order at 5:30p.m.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Elizabeth Flowers	Present		
Judy Gilmour	Here		
Scott Gryder	<b>ABSENT</b>		
Matthew Prochaska	Here		
Robyn Vickers	Here		

**Others in Attendance:** Matt Kinsey, Tracy Page.

**APPROVAL OF AGENDA** – Motion made by Member Prochaska second by Member Vickers to approve the agenda. **With four members voting aye, the agenda was approved by a 4 -0 vote.**

**APPROVAL OF MINUTES** – Motion made by Member Gilmour, second by Member Prochaska to approve the March 4, 2019 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

*Administration Department* – Ms. Johnson reviewed the February Worker’s Compensation and Open Claims Report. February produced 4 new claims. Member Flowers asked about a reopened claim. Ms. Johnson indicated that the Forest Preserve reopened claim was a re-injury. Ms. Page indicated that the Sheriff’s reopened claim was because the employee retained an attorney.

Member Prochaska had a question about the Forest Preserve and deductibles. He said there was discussion in the past when we moved to the \$250,000 deductible that the Forest Preserve could not afford it. The consensus at the time was that the County would pay anything over \$125,000 which was the original deductible amount. Member Gilmour did not recall this discussion. Ms. Johnson would research previous minutes.

Member Gilmour asked about insurance for the dental equipment at the Health Department, specifically liability insurance. Ms. Johnson indicated that she would inquire about this with Alliant Mesirow the County’s insurance broker.



Member Flowers asked about improvements for Worker's Compensation. Ms. Johnson indicated that the broker has met with administrative staff and will be meeting with other Departments to review programs for implementation. The plan is then to return to the Committee with a status update. Ms. Flowers asked about a \$500,000 liability claim from 2014. Ms. Johnson said she would let the Committee know the details of the case, because it is older and she is new she was not clear on the details.

**PUBLIC COMMENT - None**

## **COMMITTEE BUSINESS**

- Discussion and Approval of Amendment to Kencom Agreement for Technology Services – Mr. Kinsey explained that Kencom in conjunction with Grundy County received a grant for a new phone system. This amendment to the existing Agreement would be to provide additional IT support for the new system. Two IT employees currently support Kencom 50% of each their salary packages would be \$93,455.15. In the interest of using a rounded number \$90,000 was inserted. This would almost double the base amount of the current agreement. The 3% annual increase would still remain in the agreement. This would also allow the two IT employees to receive additional certification and training on the phone system. Mr. Kinsey also indicated the additional funds received would be used for a paid IT internship and to give the two employees a small increase. Member Gilmour indicated that she would like to see the actual amount calculated used in the agreement and that the details undergo legal review. Motion made by Member Vickers second by Member Prochaska to approve the agreement pending legal review. **With four members voting aye, the Amendment to Kencom Agreement was approved by a 4-0 vote pending legal review.**
- Discussion of County Board Rules of Order- Ms. Johnson indicated that the proposed Rules of Order was sent for legal review. Changes were made based on recommendations from the State's Attorney's Office. Member Prochaska explained that the language was taken from another County. He asked that the word 'actually' be removed on page 18 regarding the public comment section. Member Vickers thought 'actually' clarifies things. After discussion it was decided to leave 'actually' in. Member Prochaska also brought up the idea of allowing people to yield their time to others. Member Gilmour stated that it should not be addressed and should be at the Chair's discretion. Member Vickers said she has seen it done various ways with other taxing bodies. Sometimes the time is limited to only the person speaking, other times when arranged beforehand individuals are allowed to yield the floor. The consensus was to leave it at the discretion of the Chair. Member Prochaska also wanted to add that the one-hour period should be per comment period. There was consensus to add 'per comment period' after 'shall not exceed an hour' on page 18 section E. Finally, Member Gilmour had some changes to page 19 under Special Committee Reports, Add Juvenile Justice Committee. Remove Public Building Commission and add Other State Associations/Organizations to UCCI Committee. **There was consensus to forward the County Board Rules of Order to the County Board**

- Discussion and approval of Employment Application – Ms. Johnson explained that the document was forwarded to the State’s Attorney’s office with the questions the committee had about leaving some items in the application. The State’s Attorney’s office is suggesting the questions referring to driver’s license information and criminal record remain off of the application. Other changes the Committee asked for like changes to references and asking about where they heard about the job posting will remain on the application. Member Flowers asked about providing more space for candidate job history. Ms. Johnson explained that candidates were encouraged to attach their resume and cover letter. Motion made by Member Gilmour second by Member Prochaska. **With four members voting aye, the updated Employment Application was approved 4-0 and will be forwarded to the County Board for approval.**
  
- Discussion of Monthly Meeting Dates and Times – Chair Flowers indicated that she would like to move one of the meeting times to during the day, specifically 8am so someone from the State’s Attorney’s Office could attend. Many items have to be revisited several times at multiple meetings because they have to undergo legal review. Member Vickers said she could make an 8am meeting work. Member Prochaska was interested in Member Gryder’s availability. Member Gilmour was amendable to the change. Member Gilmour asked which of the two meetings would be moved. The insurance contractor typically comes to the first meeting of the month. Chair Flowers suggested in light of the outside contractors’ schedules that the first meeting of the month on Monday remain at 5:30pm and the second meeting of the month on Wednesday be moved to 8:00am, however the committee will review this next month to check with staff and Member Gryder’s schedule. **Consensus was made to change the time of the meeting held on the third Wednesday from 5:30pm to 8:00am pending staff and full committee input at the April 1 meeting.**

**EXECUTIVE SESSION** – Not needed

**ITEMS FOR COMMITTEE OF THE WHOLE** – None

**ACTION ITEMS FOR COUNTY BOARD**

- *Approval of County Board Rules of Order*
  
- *Approval of Kendall County Employment Application*

**ADJOURNMENT** – Member Prochaska made a motion to adjourn the meeting, second by Member Vickers. **With four members voting aye, the meeting was adjourned at 6:21 p.m.**

Respectfully Submitted,

Mera Johnson  
 HR Risk Management & Compliance Coordinator



# KENDALL COUNTY APPLICATION FOR EMPLOYMENT

*Kendall County is committed to complying with the Americans with Disabilities Act. If an applicant requires a reasonable accommodation for purposes of completing the job application process, please contact Administrative Services at 630-553-4171. Resume & Cover Letter may be attached to completed application.*

Position Desired: \_\_\_\_\_  Part time  Full time Date Completed: \_\_\_\_\_

Applicant's Name: \_\_\_\_\_  
 (Print) Last First Middle

Present Mailing Address: \_\_\_\_\_  
 City State Zip Code

Phone: (\_\_\_\_) \_\_\_\_\_ Email Address (optional): \_\_\_\_\_

How did you hear about this employment opportunity? \_\_\_\_\_

Have you ever worked for Kendall County before?  Yes  No If yes, please give dates and position:  
 \_\_\_\_\_

## RECORD OF PREVIOUS EMPLOYMENT

Please list the names of your present and previous employers in chronological order with present or most recent employer listed first. Be sure to account for all periods of time including military service and any period of unemployment. If self-employed, give firm name and supply business references. (Add additional page if necessary.)

Present or Last Employer	Employed From mo/yr	Your Title or Position	Reason for Leaving
Name of Employer _____ Address _____ Phone _____	To mo/yr _____	_____ <u>Name &amp; Title of            Supervisor</u> _____	
<b>Last Employer</b> Name of Employer _____ Address _____ Phone _____	Employed From mo/yr _____ To mo/yr _____	Your Title or Position _____ <u>Name &amp; Title of            Supervisor</u> _____	Reason for Leaving _____

<b>Last Employer</b>	<b>Employed From mo/yr</b>	<b>Your Title or Position</b>	<b>Reason for Leaving</b>
Name of Employer _____	<b>To mo/yr</b>	Name & Title of Supervisor	
Address _____			
Phone _____			

<b>Last Employer</b>	<b>Employed From mo/yr</b>	<b>Your Title or Position</b>	<b>Reason for Leaving</b>
Name of Employer _____	<b>To mo/yr</b>	Name & Title of Supervisor	
Address _____			
Phone _____			

May we contact your current and previous employers?  Yes  No  
 If no, please explain:

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Please indicate any actual experience; special training and qualifications that you have which you feel are relevant to the position for which you are applying.

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If hired, can you furnish proof that you are over 18 years of age?  Yes  No

Are you able to perform the essential functions of this job with or without reasonable accommodation?  
 Yes  No

Will you be able to work the position's required work hours?  Yes  No

**EDUCATIONAL BACKGROUND**

School Name	Years Completed	Diploma/Degree	School Name
High School:			
College/University:			
Graduate/Professional:			
Trade or Correspondence:			
Other:			

**REFERENCES**

Please list three references who are **not your** previous employers or relatives.

Name	Occupation	Address (Street, City and State)	Telephone Number	Number of Years Known

**ACKNOWLEDGMENTS AND DISCLAIMER**

By signing my name below, I certify that all information provided in this application, my resume, other employment application documents, and interview are true and complete to the best of my knowledge. I understand that any misrepresentations or omissions in my application, resume, other employment documents, or interviews(s) may be cause for rejection of my application, or may be cause for subsequent dismissal at anytime if hired by Kendall County.

I understand and agree that all information furnished in this application may be verified Kendall County or its authorized representative. I waive any right I may have to be notified by any individuals and organizations named in this application prior to the release of any information to Kendall County. I further authorize all individuals and organizations named in this application to give Kendall County and its authorized agents all information relative to such verification. I hereby release such individuals and organizations and Kendall County from any and all liability for any claim or damage resulting therefrom.

I understand that Kendall County is not obligated to provide employment and that I am not obligated to accept employment should an offer of employment be made to me. **NOTHING IN THIS APPLICATION, OR IN ANY PRIOR OR**

**SUBSEQUENT ORAL OR WRITTEN STATEMENT, IS INTENDED TO OR DOES CREATE ANY CONTRACT OF EMPLOYMENT. SHOULD THIS APPLICATION AND THE PROCESS SURROUNDING THIS APPLICATION RESULT IN MY EMPLOYMENT WITH KENDALL COUNTY, I UNDERSTAND THAT I WOULD BE HIRED AS AN EMPLOYEE AT WILL AND NOTHING IN THIS APPLICATION WOULD RESTRICT MY RIGHT AS AN EMPLOYEE OR KENDALL COUNTY'S RIGHT AS AN EMPLOYER TO TERMINATE MY EMPLOYMENT AT ANY TIME.**

Kendall County is an equal opportunity employer and does not discriminate against applicants and/or employees on the basis of their race, color, religion, sex, pregnancy, sexual orientation, national origin, marital status, age, ancestry, military status, veteran status, disability, genetic information, pregnancy and/or any other basis prohibited by state, federal and/or local laws, regulations and ordinances.

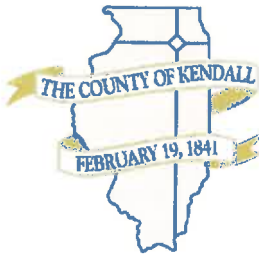
If selected for the position and upon commencement of employment, I understand that I will be required to submit verification that I am legally authorized to work in the United States as required by the Immigration Reform & Control Act.

If Kendall County determines that you are qualified for the position and you have been notified that you have been selected for an interview or, if there is no interview, you have been made a conditional offer of employment with Kendall County, you may be required to submit to a criminal history background check. By signing my name below, I affirm my understanding that certain offenses may disqualify me from employment in a particular position with Kendall County (1) if Kendall County is required to exclude applicants with certain criminal convictions from employment due to state or federal law; and/or (2) if I am applying for a position where a bond is required and one or more specified offenses would disqualify me from obtaining the bond.

**BY SIGNING BELOW, I HEREBY CERTIFY THAT I HAVE READ AND AGREE TO THE ACKNOWLEDGMENTS AND DISCLAIMERS SET FORTH ABOVE. BY SIGNING MY NAME BELOW, I ALSO HEREBY AFFIRM THAT ALL OF THE INFORMATION PROVIDED ON THIS APPLICATION IS TRUE AND COMPLETE TO THE BEST OF MY KNOWLEDGE.**

\_\_\_\_\_  
Signature of Applicant

\_\_\_\_\_  
Date



# Kendall County Agenda Briefing

**Committee:** Administration and Human Resources

**Meeting Date:** March 20, 2019

**Amount:** N/A

**Budget:** N/A

**Issue:** Proposed update to the County Board Rules of Order pertaining to Public Comment.

**Background and Discussion:**

In an effort to clarify, simplify, and update the County Board Rules of Order for Public Comment staff drafted changes to the rules of order. After discussion at the Administration and Human Resources Committees the Rules of Order were sent to the full County Board for approval in March of 2019. The proposed changes were referred to the State's Attorney for a legal opinion. After receiving the legal opinion staff updated the draft changes and sent the updated Rules of Order to the Administration Committee. After some discussion, the committee made some slight changes to the proposed changes and referred the Rules of Order to the full County Board for final approval.

**Committee Action:**

Consensus to send the Rules of Order to the full County Board.

**Staff Recommendation:**

Staff recommends the changes after legal review. The updated rules are clearer and defined.

**Prepared by:** Scott Koeppel

**Department:** Administration

**Date:** 03/26/2019

COUNTY BOARD RULES OF ORDER  
KENDALL COUNTY, ILLINOIS

BE IT RESOLVED, that the following rules are hereby adopted as the Rules of Order of the County Board of Kendall County, Illinois.

I. CODE OF CONDUCT

A. Each County Board member shall abide by the Code of Conduct provisions provided for herein:

1. No County Board member whether elected or appointed, shall:
  1. Directly or indirectly solicit or accept any service or item of value from any person, firm or corporation having dealings with the County except upon the same terms granted to the public generally.
  2. Receive any part of any fee, commission or other compensation paid or payable by the County or by any person in connection with any dealings or proceedings before any agency of the County.
  3. Directly or indirectly solicit or accept any service or item of value from the broker or agent who procures any type of bond or policy of insurance for the County, its officers, employees, persons or firms doing business with the County.
  4. Willfully and knowingly disclose, for direct or indirect financial gain, to any person, confidential information acquired by him or her in the course of and by reason of his or her official duties or use any such information for the purpose of individual, direct or indirect financial gain.
2. Any County Board member who has a financial interest, direct or indirect, in any contract with the County, or in the sale of land, material, supplies or services by or to the County or to a contractor supplying services by or to the County or in any resolution or ordinance proposed or pending before the Board shall make known that interest and shall refrain from voting upon or otherwise participating in the making of such contract or in the discussion, adoption or defeat of such resolution or ordinance. If the person or corporation contracting with or making a sale to or purchasing from the County knows, or has reason to know, that this subsection has been violated, then the contract or sale may be declared void by resolution of the County Board.
3. The Penalty for violation of any of these specific prohibitions of this Section of the rules shall be as provided by law.



II. ETHICS LAW

- A. The Illinois General Assembly enacted the State Officials and Employees Ethics Act (Public Act 93-615, effective December 9, 2003) making revisions to State statutes regulating ethical conduct, political activities and the solicitation and acceptance of gifts by State and local officials and employees. As required by the Act, Kendall County adopted a similar ordinance in May of 2004. (Amended 11/18/2008)
- B. County Board members are subject to the State statute and County ordinance. Penalty for violation of State statute or County ordinance shall be as provided by law or ordinance. (Amended 11/18/2008)

III. REGULAR & SPECIAL BOARD MEETINGS

- A. Regular Meetings shall be held on the third Tuesday of June and September, as fixed by Statute. The Adjourned Meetings of the Board shall be held on the first and third Tuesday of each month, or such other day as the Board shall specify upon motion duly made, seconded and carried. If an Adjourned Meeting date falls on a Holiday or Election Day, it shall be held on the next working day, usually Wednesday. Meeting time shall be 6:00 p.m. on the first Tuesday and 9:00 a.m. on the third Tuesday or at such other time as the County Board determines, at the County Board Room of Kendall County, Illinois.
- B. Swearing in and organization of the Board shall be held on the first Monday in December in the year of the election of Board Members. The County Clerk shall convene the organizational meeting and the County Board members shall select the County Board Chairman. (Amended 11/18/2008)
- C. ~~C.~~ As required by Illinois Statute (ICS 55 ILCS 5/2-1002), special meetings of the County Board may be called at the written request of not less than one-third of the members of the County Board (four members) and filed with the County Clerk. A Special Meeting of the County Board shall be called to be held not earlier than five (5) days from the date written notice of such call was mailed by said Clerk to the Board Members. Only such business shall be transacted at any Special Meeting as has been stated in the notice of the call of such Special Meeting. However, during regular and adjourned meetings of the County Board, special meetings may be set by the members in accordance with the Open Meetings Act. (Amended 11/18/2008)
- D. ~~D.~~ In accordance with the Illinois Open Meetings Act, public notice in the form of an agenda must be posted at the County Office Building and the building in which the meeting will occur if not the same building. The posting must be no less than 48 hours prior to the start of the meeting. (Amended 11/18/2008)

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E. Individual Public Comment shall be limited to five (5) minutes per speaker. The total time for Public Comment at each Regular & Special County Board Meeting shall not exceed one hour per comment period. The County Board Chairman shall have the ability with the consent of the majority of the County Board, to extend either time period. (Amended 4/3/2019)

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1. Persons addressing the Board shall not be permitted to make statements or remarks or engage in conduct that actually disturbs or impedes the public meeting. The Chairman may require any person making such prohibited statements or remarks or engaging in such conduct to leave the meeting.

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IV. AGENDA (Amended 11/18/2008; 06/19/2012 Res. 2012- 29, 3/7/2017, 4/3/2019)

A. The order of business coming before the County Board shall substantially be as follows:

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Correspondence and Communications – County Clerk
7. Special Recognition
8. ~~Citizens to be Heard~~Public Comment
9. Old Business
10. New Business
11. Elected Official Reports & Other Department Reports
  - A. Sheriff
  - B. County Clerk and Recorder
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
  - I. Board of Review
12. Executive Session
13. Standing Committee Reports
  - A. Planning, Building and Zoning
  - B. Law, Justice and Legislation
  - C. Administration – Human Resources & Revenue/GIS
  - D. Highway
  - E. Facilities Management
  - F. Economic Development

- G. Finance
- H. Animal Control
- I. Health & Environment
- J. Labor and Grievance Committee
- K. Committee-of-the-Whole
- L. Standing Committee Minutes Approval

14. Special Committee Reports

- A. [Juvenile Justice Council](#)~~Public Building Commission~~
- B. VAC
- C. Historic Preservation
- D. [UCCI, Other State Associations and Organizations](#)
- E. Board of Health
- F. Community 708 Mental Health Board
- G. KenCom Executive Board

15. Other Business

16. Chairman's Report

(Note: announcements of appointments typically made at least one meeting prior to appointment)

- A. Announcements / Appointments

17. [Citizens to be Heard](#)~~Public Comment~~

18. Questions from the Press

19. Adjournment

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- B. All questions relating to the priority of business shall be decided without debate.

V. OFFICERS

- A. The County Board Chairman shall be elected for a two (2) year term by a simple majority.
- B. The County Board Vice-Chairman shall be elected for a two (2) year term by a simple majority to act in the absence of the County Board Chairman.
- C. The County Clerk or a deputy selected by the County Clerk shall be the Clerk of the Board.

VI. DUTIES OF COUNTY BOARD CHAIRMAN

- A. The County Board Chairman shall vote on all motions, ordinances, amendments, thereto, or other matters coming before the County Board. (Amended 11/18/2008)
- B. The County Board Chairman shall preserve order and decide all questions of order, subject to an appeal to the County Board, without debate.
- C. Every member, prior to speaking shall respectfully address the County Board Chairman, avoid personalities and confine comment to the question under consideration. (Amended 11/18/2008)
- D. When two or more members wish to speak at the same time, the County Board

Chairman shall name the member who may speak first.

- E. A member called to order, either by the County Board Chairman or member of the County Board, shall immediately take his seat, unless permitted to explain, and if there be no appeal the decision of the Chairman shall be conclusive.
- F. All committees, whether standing or special, shall be appointed by the County Board Chairman, and approved by the County Board, unless otherwise directed by the County Board.
- G. Based on State Statute, County Board Chairman appoints vacancies in the County Board and County Elected Officials, with the advice and consent of the County Board. (Amended 11/18/2008)
- H. The County Board Chair shall appoint, with the advice and consent of the County Board, citizens to serve on all boards, commissions, districts and all other authorities that are subject to appointment or approval per applicable law, ordinance or intergovernmental agreement including, but not limited to, the Kendall County Board of Review, drainage districts, fire protection districts, Kendall County Housing Authority, the KenCom Executive Board Member at Large, the Kendall County Ethics Commission, and the Kendall County Sheriff's Merit Commission. Unless a specific term for the citizen appointment is provided in the applicable law, ordinance or intergovernmental agreement, the Chairman of the County Board shall make the citizen appointments at the same time the Chairman makes appointments for all Standing Committees of the Kendall County Board. (Amended 10/03/2017)

#### VII. DUTIES OF THE CLERK OF THE BOARD

The Clerk of the Board shall be the keeper of the records and the minutes of the County Board and its committees and shall be in attendance at all meetings of the County Board.

#### VIII. PARLIAMENTARIAN

The State's Attorney or an Assistant State's Attorney shall be in attendance at all meetings of the Board and shall be Parliamentarian of the Board and upon request of the Chairman, shall render to the Chairman advice or an opinion on questions of parliamentary law and procedure applicable to matters arising before the Board. The rules or parliamentary procedures as set forth in the latest published edition of *Roberts Rules of Order, Revised* shall govern the procedure of the Board in all cases applicable and in which the same are not inconsistent with these rules.

#### IX. RULES OF THE BOARD

- A. Any question so put unless a Statute provides otherwise, shall be considered adopted if such question receives a majority favorable vote of all those who vote on the issue. Any person excused by the County Board Chairman from voting will be considered, for the purpose of that vote, to not have voted either affirmatively or negatively and

the abstention shall be treated as if a vacancy had occurred in office of such person.

On Zoning matters, any motion to reclassify property must receive a majority of voting members' votes, not a majority of the County Board which unfairly causes abstaining members' votes to count as a "no" vote. In the event an official objection has been filed with the County Clerk as prescribed by State Statutes, the reclassification shall not be passed except by a favorable vote of 3/4 of all members of the County Board (8 votes).

Map and text amendments shall require a simple majority of the elected County Board members. For purposes of cases where a formal protest has been filed, the rules should state that a favorable vote of 3/4 of the members holding office is required.

- B. No motion shall be debated or put unless seconded. When seconded, it shall be stated by the Chairman before being debated.
- C. A motion to adjourn shall always be in order and shall be decided without debate.
- D. No member shall absent himself before the formal closing of the day's session, unless excused by the County Board Chairman.
- E. After a motion is stated by the County Board Chairman or read by the Clerk, it shall be considered to be in possession of the Board, but may be withdrawn by the mover on consent of the second at any time previous to a decision or amendment thereon.
- F. The Clerk shall call the names of the members of the Board when calling the roll, or polling a vote, in a rotating alphabetical order of members.
- G. The County Board Chairman shall have the right to call for a vote by voice vote, or by leave to adopt a previous roll call vote, in all cases, unless there is an objection by one member, in which case a roll call vote shall be taken. The minutes shall reflect the results of each roll call.
- H. All monetary expenditures require a roll call vote. (Amended 11/18/2008)
- I. No alteration or amendment shall be made in any rules of the County Board without the consent of two-thirds of the members thereof. The rule may be suspended in any particular case by vote of two-thirds of the members present.
- J. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- K. The County Board Chairman shall vote on all motions, ordinances, amendments thereto, or other matters coming before the Board.

- L. All claims shall be signed by the officer or department head or designee who made the purchase or incurred the liability, and sworn to be claimant, and must be on file no later than 4:30 PM one week prior to the Budget and Finance Committee meeting, unless otherwise permitted by the Board, excepting the County Board Members bills for per diem and mileage. (Amended 11/18/2008)
- M. In the case of the absence of the Chairman and the Vice Chairman at any County Board meeting, the Clerk of the County Board shall convene the meeting and the members shall choose one of their number as temporary Chairman.

X. EXECUTIVE SESSION MINUTES

Minutes of any executive session shall be reviewed at least semi-annually by the County Board for continued confidentiality in accordance with the Illinois Open Meetings Act. Executive session minutes and corresponding tapes shall be kept secure in the County Clerk's Office. Executive session matters are to be kept confidential until released. (Amended 11/18/2008)

XI. SPECIAL COMMITTEES

- A. Special Committees may be appointed by the County Board Chairman subject to approval of the County Board whenever such action is deemed necessary or required and such Committees shall exist only for the purpose for which they are appointed. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006) All Special Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

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XII. STANDING COMMITTEES

- A. The Standing Committees of the Board shall consist of five members each. The County Board Chairman shall designate which county offices are assigned to these committees. Committees are to be appointed every two years with Board approval. (Amended 11/18/2008, 06/19 /2012)

All standing committees shall be appointed by the Chairman at the first Adjourned Meeting after the Organizational meeting on the first Monday in December. Such members shall remain members of the respective committees at the pleasure of the Chairman. Further, should a vacancy exist in any Committee, the Chairman of the Board shall have the authority to fill such vacancy, subject to the approval of the County Board.

All Standing Committees of the Board shall include Public Comment on the meeting agenda and follow the Regular & Special Board meeting rules for Public Comment (Section III E.) (Amended 4/3/2019)

Such standing committees shall be as follows (see current Committee assignments in attachment):

1. HIGHWAY:

This committee shall be responsible for the oversight and review of planning, acquisition, construction, improvement, modification and maintenance of the County's infrastructure, such as, but not limited to, roads, bridges, rights of way, water systems, and resource recovery systems. This committee shall be responsible for oversight and review of infrastructure to insure the health, safety and welfare of the citizens of the County.

This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Highway Department. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

2. FACILITIES MANAGEMENT:

This committee shall be responsible for the overall operation, maintenance, scheduling and improvements to existing county buildings, owned or leased and county owned properties. They shall recommend to the County Board for approval and/or action those contracts, leases, purchases or other instruments necessary to accomplish the orderly functioning of County facilities. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures on behalf of the Facilities Management Department. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 11/18/2008)

3. LAW, JUSTICE AND LEGISLATION:

This Committee shall be the County Board's liaison to the County Sheriff's Office, KenCom (including E-911 system), E.M.A. (Emergency Management Agency), Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. They shall review, analyze examine and recommend for approval ordinances requested by the Sheriff's Office. This committee shall report to the Budget and Finance Committee on behalf of the Sheriff, E.M.A., KenCom, Coroner, Judiciary, State's Attorney's Office, the Circuit Clerk of the Court, Public Defender and Probation/Combined Court Services. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures. In addition, this committee shall also monitor legislation proposed at the State and Federal level that may impact the operation of the Kendall county Government, including coordinating with regional and statewide associations. Responsibilities also include those projects and duties assigned by Committee of the Whole and County Board Chairman. (Amended 3/7/2017)

4. **ECONOMIC DEVELOPMENT:**

This committee shall be responsible for the oversight and control of the county's economic growth and development. They shall be responsible for economic needs of the County and other units of government located within the County. They shall employ and supervise such staff as established and provided for by the County Board. They shall act as the county's liaison to various state and federal agencies and programs dealing with local economic issues. They shall be responsible for making reports to the County Board regarding grants and programs, applications and progress. They shall be responsible for the preparation of necessary documents and data as may be required by governmental agencies, units of local government or local developers. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) and overseeing any revenue receipts and making recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee of the Whole or County Board Chairman.

5. **ADMINISTRATION – HUMAN RESOURCES:**

This committee shall be responsible for the developments, implementation, oversight, adherence and administration of County personnel and policies. They shall oversee the County insurance needs and make recommendations to the



County Board for action, modification or renewal of county insurance programs. They shall be responsible for the preparation and dissemination of information about progress, growth, development, operation and services available in the County to the media, press and public. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman.

This Committee also meets as needed to discuss the activities of the County Offices and Departments involved in the tax cycle and geographic information system (GIS). The Committee shall be the County Board's liaison to the Tax Board of Review, County Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. The Committee provides an opportunity to make certain that the activities involved in the tax cycle are coordinated and that the County Board is aware of the priorities, and needs of the Treasurer, County Clerk, Chief County Assessing Officer, Administration, Technology and GIS. (Amended 11/18/2008)

6. PLANNING, BUILDING AND ZONING:

This committee shall be responsible for the preparation, examination, review and analysis of the County comprehensive plan, including land use needs and requirements; for the review, modification and administration of the County's land use plans, zoning and mapping and platting ordinances. Responsible for the review, modification and recommendation to the County Board for the amendment to County construction guidelines, building codes and standards and zoning amendments and the review of all proposals for development within the County. Responsible for the review of all changes or modifications involving agricultural lands or flood plains and the supervision of the enforcement of county ordinances pertaining to land use and buildings. This committee shall report to the Budget and Finance Committee for: 1) analysis, review and preparation of budget recommendations; 2) monitoring the monthly financial operations in accordance with the approved budget; 3) oversee any revenue receipts and make recommendations for expenditures. This committee shall be the County Board's liaison to the Building and Zoning Committee. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

7. BUDGET AND FINANCE:

This committee is responsible for making recommendations concerning

County fiscal policies and administration, including overall coordination of the annual County budget. The committee shall examine, review, analyze and where appropriate and necessary make recommendations concerning the annual budget. They shall prepare with the County Board Chairman, the annual appropriation and levy ordinance. They shall review all internal and external audits of all County departments and offices of all elected County officials. They shall also review, recommend the disposition of state, federal and agency grant requests and the appropriation of salaries of all County employees, appointed officials and office holders. They shall review all matters of real estate, taxation, and finances for the purpose of generating new services for the County. They shall generate, in conjunction with the County Treasurer's office, monthly and year-to-date income statements, revenue projections, expense statements and projections, projected surpluses or shortfalls. They shall be responsible for all purchasing and inventory controls. This committee shall oversee the Chief County Assessing Officer and department. This committee shall review and evaluate the performance of the Chief County Assessing Officer. Responsibilities also include those projects and duties assigned by the Committee of the Whole and County Board Chairman.

8. ANIMAL CONTROL:

This committee shall be responsible for policies guiding the operations of the Animal Control department and facility.

9. LABOR & GRIEVANCE COMMITTEE

This committee shall be responsible for oversight of all collective bargaining contract negotiations for Kendall County. This committee shall provide recommendations and reports for union matters to the County Board. They shall also conduct employee grievance hearings as may be required and forward hearing findings to the County Board Chairman, department heads and elected officials, as appropriate. Responsibilities also include those projects and duties assigned by the Committee-of-the-Whole and County Board Chairman. (Amended 06/19/2012, Res. 2012-29)

10. HEALTH & ENVIRONMENT COMMITTEE

This committee shall be responsible for review and oversight of relevant health and environmental matters in Kendall County, Illinois. They shall be responsible for the preparation and dissemination of information about

current health and environmental issues and resources in the County to the County Board, the media and the public. Responsibilities also include those duties and projects assigned by the Committee of the Whole and County Board Chairman. (Amended 06/19\_/2012, Res. 2012-29\_)

11. COMMITTEE-OF-THE-WHOLE:

This committee shall be responsible for: preparation of the County Board Meeting Agenda; consideration of County Board Chairman appointments; review matters affecting Board policies and rules; examination of State and Federal legislation; recommendations for the judicial and legal needs of the County; relations and negotiations with labor, personnel, union and collective bargaining groups; hearings on the issuance of County licenses; review matters not specifically assigned to other committees. The committee shall serve as the communication link between the County Board Chairman, the County Board, and the Standing Committees.

12. SPECIAL COMMITTEE ASSIGNMENTS:

The County Board Chairman shall appoint liaisons to various boards and committees including, but not limited to, the Community 708 Mental Health Board, the Housing Authority Board, the KenCom Executive Board, and the Board of Health, with the advice and consent of the County Board. The same per diem rules specified in Section XVI A. PER DIEM apply for appointed Board members. (Amended 11/07/2006, 06/19\_/2012, Res. 2012-29\_)

XIII. COMMITTEE VACANCIES

- A. Whenever any member of any committee is either temporarily or permanently unable to perform the duties of such appointment due to resignation, death, disability, illness, or absence, the Chairman of the County Board may declare such position vacant and appoint another member to fill the vacancy, subject to the approval of the County Board. If the vacancy is temporary and not permanent, the appointment shall terminate once the incumbent member is able to return to perform the duties of the committee assignment. If a member misses three (3) consecutive meetings, the County Board Chairman may replace that member either permanently or temporarily, subject to the approval of the County Board. (Amended 11/07/2006, 06/19/2012, Res. 2012-29\_)

XIV. COMMITTEE POWERS

- A The various elected officials and department heads, in addition to the County Board staff, shall provide such assistance, information and support to the standing

committees and to the Board as a whole as shall be required by said committees or by the Board. Information required by the Board or any of its standing committees shall be provided upon request of any board member or board staff. The staffing for the standing committees shall be provided by the County Board staff. All County Board Committees, in the exercise of their oversight and legislative functions and powers, shall have the right to summon employees and to review those documents and records necessary or helpful in the exercise of such responsibilities. Willful failure to respond to a written request issued to a County employee or appointed department head by a Board Committee shall be sufficient cause to authorize the Committee to apply to the County Board Chairman for an order of the failure of the employee to appear and to request an immediate redress of said grievance. Moreover, it shall be the policy of the County Board that the County Board staff shall be made available in their respective areas of expertise to the elected County officers and to the various department heads, to the extent that the said request is not in conflict with the priorities assigned by the County Board.

- B. All Committees and Committee Chairmen shall be appointed by the Chairman of the County Board with approval of County Board. Each Committee Chairman shall appoint their committee vice chairman. (Amended 11/18/2008)
- C. Meetings of all Committees may be held on a regular meeting date and place or may be called by three (3) days notice by the Committee Chairman or a majority of the Committee. When called, a copy of said notice shall be sent to the Office of Administrative Services.
- D. Any Board Member is welcome and encouraged to attend Committee meetings other than Committees to which the Board Member is assigned. A Committee Chairman has the option of appointing other Board Members to meet the minimum level required for a quorum. If a Board Member is appointed to meet the Committee quorum, the Board Member is entitled to collect a per diem and to vote for the duration of the meeting. (Amended 12/15/2009)
- E. The Committee Chairman shall designate a recorder to keep minutes of each meeting and shall file a copy thereof with the Clerk on or before the next regular County Board meeting date.

XV. COMMITTEE REPORTS:

- A. Committee reports shall be made by the Chairman of each respective Committee, or, in his absence by the Vice-Chairman of said Committee. In the event of the absence of both the Chairman and Vice-Chairman of a Committee at a regular County Board Meeting, the Committee report may be made by any other member of said Committee.

- B. All Committees shall report in writing giving the facts and opinions thereon, and every report will be approved by the County Board.

**XVI. COUNTY BOARD MEMBERS SALARY AND PER DIEM**

- A. The salary of the County Board members, excluding the County Board Chairman, shall be established by resolution of the County Board. (Amended 06/19/2012, Res. 2012-29)
- B. A County Board member may collect a per diem for attending County Board meetings and assigned County Board Committee meetings (as assigned pursuant to Sections XII and XIII above). A County Board member may also collect a per diem for attending meetings of other organizations for which the County Board member has been assigned to and approved to attend by the County Board. A per day or per diem compensation covers the entire 24 hours in a day. A County Board member who attended a meeting of the County Board as well as one or more other qualifying meetings on the same day may only receive one per diem of the amount established by resolution of the County Board. If the member he attended two or more qualifying meetings on the same day, the member may receive only one per diem of the amount established by resolution of the County Board. (Amended 10/15/2002; 06/19/2012, Res. 2012-29)

**XVII. COUNTY BOARD CHAIRMAN AND LIQUOR CONTROL COMMISSIONER COMPENSATION**

- A. The County Board Chairman's salary shall be established by resolution of the Kendall County Board. Additionally, a stipend shall be established by resolution of the Kendall County Board for the role of Liquor Control Commissioner. Furthermore, the County Board Chairman shall receive an additional per diem for attendance at County Board Committee meetings for which the County Board Chairman has been assigned to and approved by the County Board, for attending Committee of the Whole (COW) meetings, and for attending meetings of other organizations for which the County Board Chairman has been assigned to and approved to attend by the County Board. The County Board Chairman shall not collect a per diem for attending County Board meetings. A per day or per diem compensation covers the entire 24 hours in a day. If the County Board Chairman attended two or more qualifying meetings on the same day, the County Board Chairman may receive only one per diem of the amount established by resolution of the County Board. (Amended 05/20/08; 06/19/2012, Res. 2012-29)

**XVIII. MILEAGE REIMBURSEMENT AND HEALTH INSURANCE**

- A. The County Board Chairman and County Board members are allowed mileage reimbursements to attend committee meetings, subcommittee meetings, County Board meetings, county business meetings, seminars, conferences, and out of county travel for meetings assigned by the County Board Chairman. The mileage

reimbursement rate is the same rate set by the Internal Revenue Service for mileage deductions.

- B. The type of coverage and cost of Health Insurance for the County Board Chairman and the County Board members may be established by resolution of the County Board. (Amended 06/19/2012, Res. 2012-29)

XIX. ZONING MATTERS:

- A. ~~Anyone, including municipalities, deciding to speak on behalf of, or against, any zoning matter to be presented on the regular agenda, shall file their request to do so with the Zoning Officer not later than the Friday preceding the meeting of the County Board, at which said Zoning matter is to be presented. The presentation of evidence, debates and arguments by nonmembers of the County Board in support of, or in opposition to zoning petitions coming before the County Board shall be limited in time to a period of not more than five minutes for each side of said zoning matter; provided that the petitioner shall be permitted an additional three minutes of time for rebuttal, limited however, to any matters raised in opposition to the petition under consideration. Provided further, that an additional five minutes of time shall be allowed to any objecting municipality situated within one and one-half miles of the property which is the subject of the petition, or any part thereof. The time allowed to a municipality shall not be used by anyone other than the duly authorized representative of such municipality.~~
- B. ~~The time period allotted to each side shall be utilized by the parties on either side as they shall determine and apportion among themselves; provided, however, that the petitioner, or petitioners, shall have the absolute right to apportion the time allotted for the support of the petition, and provided further, that any person who desires to be heard in opposition to the petition, and who files his request to address the Board with the Zoning Officer, as is in Paragraph A above, shall be allowed an equitable portion of the time so allotted.~~
- C. ~~The County Board Chairman may require of the petitioners on either side of a zoning matter that a statement showing the name of the person who will address the County Board and time apportioned to each person to be filed with the County Board Chairman in advance of the consideration of the zoning matter by the County Board.~~

XX. ADDRESSING THE BOARD ON OTHER MATTERS:

- A. ~~Any person, entity, or municipality wishing to address the County Board on any other issue, shall file their request with the County Clerk not later than the Thursday at noon preceding the County Board Meeting they wish to address. The presentation of evidence and testimony shall be limited to five (5) minutes per speaker. The County Board Chairman shall have the ability with the consent of the majority of the County~~

~~Board, to waive the pre-meeting filing requirement and amend the agenda to allow a speaker to address the County Board. Placement of speakers on the agenda shall be determined as follows:~~

~~Speakers desiring to address the County Board on an issue on which the County Board is expected to discuss or take action at that meeting, shall be allowed to speak at the beginning of the agenda, and prior to the County Board taking up the issues;~~

~~1. Speakers addressing the County Board on general items or issues not before the County Board at that meeting shall be placed on the agenda after regularly scheduled business.~~

~~1. Placement on Agenda shall be pursuant to the County Board's Order of Business in Paragraph 2.~~

~~XIXI.~~ AMENDMENT & EFFECT OF RULES

- A. No alteration or amendment shall be made in any rules of the County Board without the consent of 2/3 of the County Board members thereof. The rule may be suspended in any particular case by vote of 2/3 of the County Board members present.
- B. All questions not covered by these Rules of Order shall be decided by *Roberts Rules of Order, Revised*.
- C. All rules or parts of rules previously passed, or adopted by the County Board relating to Rules of Order, and the same are hereby, repealed.
- D. The above and foregoing Rules shall be in full force and affect after their passage and approval by the County Board and until such times as such Rules are altered, changed, repealed or amended by appropriate action of the said County Board

XXII. SEVERABILITY:

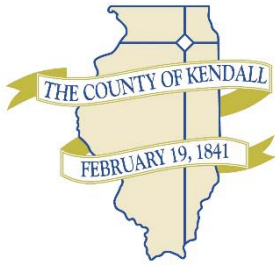
If any County Board Rules are in conflict with the Counties Act, Illinois Compiled Statutes, Chapter 55, Section 5/2-1001 through 5/2-1007, or any other State Statute, they shall be deemed null and void.

In the event that any of these Rules shall conflict with the provisions of Illinois law, that rule shall be deemed to be of no further force and effect. The determination of the invalidity of any such rule shall not affect the validity of the remainder of the rules.

Adopted: May 9, 1972

Amended: December 14, 1976  
December 12, 1978  
March 8, 1983  
January 12, 1988  
April 9, 1991  
November 16, 1999  
October 15, 2002  
November 7, 2006  
May 20, 2008  
November 18, 2008  
December 15, 2009  
June 19, 2012 (Resolution 2012-29)  
March 7, 2017  
October 3, 2017  
[March 5, 2019](#)





# Kendall County Agenda Briefing

**Committee:** Law Justice and Legislation

**Meeting Date:** 02-11-2019

**Amount:** \$7,871.42

**Budget:** County Board Dues and Memberships 101-2-032-6203

**Issue:** Kendall County is a member of of ISACo. A letter from ISACo with the total amount for the 2019 dues was sent to LJL because the amount is higher than the budget for Dues and memberships.

## Background and Discussion:

ISACo Dues Structure

1. Base membership - \$300. + \$.006 per resident
2. Cook and Collar Counties Caucus - \$25 per 1,000 residents
3. Large County Caucus - \$35 per 1,000 Residents

Base ISACo Membership \$ 988.42

Cook and Collar Caucus \$ 2,868.40

Large County Caucus \$ 4,015.76

Total \$ 7,872.58

In 2018, Kendall County did not pay the ~\$4,000 for the large counties caucus.

## Committee Action:

Motion by Member Hendrix, second by Member Prochaska to forward to the County Board for approval to pay the ISACo Membership dues out of the contingency line item of the budget. All Members voted aye.

## Staff Recommendation:

Staff recommends approval. Illinois needs a strong County Organization with a presence in Springfield. ISACo provides legislative information and lobbies on behalf of all counties.

**Prepared by:** Scott Koeppel

**Department:** Administration

**Date:** 03/26/2019



# Illinois State Association of Counties

January 14, 2019

The Honorable Scott Gryder  
Chairman, Kendall County Board  
111 West Fox Street  
Yorkville, IL 60560

Dear Chairman Gryder,

Thank you for Kendall County's membership in the Illinois State Association of Counties (ISACo) during 2018. This letter is intended to request your continued membership and support in 2019.

As a newly-formed organization, I'm pleased to report that ISACo has made substantial progress over the last few months to lay the foundation for the dynamic and influential organization we are becoming. Since the end of October 2018, ISACo has:

- retained the services of an executive director and administrative assistant
- opened and furnished an office in Springfield just blocks from the Statehouse
- launched a website ([www.isacoil.org](http://www.isacoil.org))
- provided legislative representation for counties during the 2018 fall Veto Session
- convened two meetings of the Board of Directors and elected officers for 2019-2020
- adopted formal legislative statements to guide our advocacy efforts
- published a report identifying new laws enacted in 2018 of interest to counties
- received Board approval for the creation of a Legislative Committee
- adopted a protocol for reviewing and determining positions on legislation of interest to counties

We are excited about the progress made in a short period of time and are ready to build on this success in 2019 with aggressive legislative advocacy, greater membership input on issues that matter and educational opportunities for county officials and their staffs. Your continued membership and investment in our success and growth is necessary to make all of this possible.

---

828 South Second Street, Suite 102, Springfield, IL 62704  
(217) 679-3368 [www.isacoil.org](http://www.isacoil.org)

Page 2

Per ISACo's dues structure, **Kendall County is asked to contribute \$7,871.42 to renew membership in 2019. ISACo dues must be received by April 15, 2019. Dues can be sent to the address below:**

Illinois State Association of Counties  
828 S. Second Street, Suite 102  
Springfield, IL 62704

Once again, thank you for your continued support of ISACo's mission and vision. Please feel welcome to contact me at (217) 679-3368 with any questions or if I can otherwise be of service.

Respectfully,



Joe McCoy  
Executive Director  
Illinois State Association of Counties

828 South Second Street, Suite 102, Springfield, IL 62704  
(217) 679-3368 [www.isacoll.org](http://www.isacoll.org)

**COUNTY OF KENDALL, ILLINOIS**  
**Health & Environment Committee**  
**Monday, March 18, 2019**  
**Meeting Minutes**

**CALL TO ORDER**

The meeting was called to order by Chair Judy Gilmour at 3:00p.m.

**ROLL CALL**

Attendee	Status	Arrived	Left Meeting
Judy Gilmour	Here		
Robyn Vickers	Here		
Elizabeth Flowers	<b>ABSENT</b>		
Tony Giles	<b>ABSENT</b>		
John Purcell	Yes		3:44p.m.

**OTHERS PRESENT:** Megan Andrews, KC Soil & Water District Resource Conservationist, Hannah Raver, KC Soil & Water District Education Coordinator, Dr. Amaal Tokars, Kendall County Health Department Executive Director

**APPROVAL OF AGENDA** – Member Vickers made a motion to approve the agenda, second by Member Gilmour. **With three members present in agreement, the motion carried.**

**APPROVAL OF MEETING MINUTES** – Member Vickers made a motion to approve the meeting minutes from February 25, 2019, second by Member Purcell. **With three members present voting aye, the motion carried.**

**STATUS REPORTS**

- **Kendall County Soil and Water District** – Megan Andrews updated the committee on the fish and tree sales, and about the new STAR program they are beginning. Ms. Andrews stated the program began in downstate Illinois, and is based on a point system. The purpose of the program is to implement a Nutrient Loss Reduction Strategy (NLRS) among local farmers. Ms. Andrews also reported that the Natural Resources Tour will be held two days this year, May 1<sup>st</sup> and May 8<sup>th</sup>. The tour will take place from 9:30a.m. - 2:00p.m. at the Hoover Forest Preserve.

Hannah Rover, KCSWD Education Coordinator updated the committee on the presentations she’s currently doing in the schools, and potential summer activities, including courses for teachers.

- **Board of Health** – No report
- **Health Department** – Dr. Tokars presented information on Federal County Health Rankings, and said that Kendall County needs work in the areas of BMI/Obesity, Physical Activities, in self-reported excessive drinking, regular Mammography screenings, Driving alone to work, and long commutes to work. Dr. Tokars said other areas of ranking included: Length of Life, Poor or Fair Health, Poor Physical condition, poor Mental Health, low Birth Rate, Adult Smoking, Alcohol-impaired Driving, Dental health, Flu vaccinations, low Education levels, Income and Equality, Single Parent Homes, and severe Housing Issues.
- **Water Related Groups** – No report

**OLD BUSINESS** – None

**NEW BUSINESS** - None

**CHAIRMAN’S REPORT** – Member Gilmour informed the committee that the first Solid Waste Plan meeting was held on February 26<sup>th</sup>, with the goal of updating the Recycling Plan for the County. Representatives from the County Board, County offices and departments, and municipalities were in attendance. Four main areas of focus will be:

1. E-Waste
2. Medication recycling
3. County-wide recycling plan collaboration
4. Incentives for recycling

**PUBLIC COMMENT** – None

**ITEMS FOR COMMITTEE OF THE WHOLE** – None

**COUNTY BOARD ACTION ITEMS** – Nothing

**EXECUTIVE SESSION** – Not Needed

**ADJOURNMENT** – Member Purcell left the meeting at 3:45p.m. **With no quorum, the meeting was ended at 3:49p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS  
COMMITTEE OF THE WHOLE  
Thursday, March 14, 2019**

**CALL TO ORDER AND PLEDGE OF ALLEGIANCE** - The meeting was called to order at 4:36p.m. by County Board Vice Chair Amy Cesich, who led the Pledge of Allegiance to the American Flag.

**ROLL CALL**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Scott Gryder	<b>ABSENT</b>		
Amy Cesich	Present		
Elizabeth Flowers	<b>ABSENT</b>		
Tony Giles	<b>ABSENT</b>		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matt Kellogg	Yes		
Matthew Prochaska	Here		
John Purcell	Present		
Robyn Vickers	Yes		

Others present: Matt Asselmeier, Scott Koepfel, Dr. Amaal Tokars, ASA James Webb, State’s Attorney Eric Weis

**APPROVAL OF AGENDA** – Motion made by Member Vickers to approve the agenda, second by Member Kellogg. **With seven member’s present voting aye, the motion to approve the agenda carried by a vote of 7-0.**

**OLD BUSINESS**

- *Discussion regarding forwarding to the State’s Attorney’s Office for enforcement a Violation of Section 10.01.A.2. of the Kendall County Zoning Ordinance (Required Fencing in the M Zoning Districts) at 790 Eldamain Road* – Discussed at the PBZ meeting, and the Committee recommended an additional extension. **There was consensus by the committee to allow an additional 30-day extension for compliance of required fencing.**
- *Discussion of Lakewood Springs Development and SSA* – Attorney Dan Kramer updated the Board on the 40 lots of the Lakewood Springs Club subdivision in Plano, including the SSA bonds, and the bond holders. Mr. Kramer also reviewed the proposed payment of \$193,540.58 for the Lakewood Springs Real Estate Tax Settlement that if approved by the County Board would be applied as follows:

Taxes                   -\$82,210.92

Penalty - \$39,816.20  
Collector Cost - \$10,802.00 (from Tax Sale)

Balance \$60,711.46 (to be paid toward Forfeiture Interest)

This settlement would include the County agreeing to wave \$428,603.50 of the forfeiture interest.

**The item will be discussed and possibly approved by the County Board at the March 19, 2019 meeting.**

**NEW BUSINESS - None**

**PUBLIC COMMENT** – Amaal Tokars, Kendall County Health Department Executive Director, asked for the status and timeline for completion of the proposed Dental Clinic construction project. Dr. Tokars stated that the original work order for the Dental Clinic project was submitted two years ago. Facilities Management Committee Chair Matt Kellogg, reiterated to Dr. Tokars the construction project process and instructions that were given to her at the January 10, 2019 Facilities meeting. Member Kellogg stated that simply submitting a work order to Facilities Management did not fulfill the lease requirement between the Health Department and the County. Member Kellogg again emphasized that the lease agreement clearly stated that any requests for structural modifications to the County-owned facility must be submitted in writing to the County Board.

Discussion on the process for submission of structural changes to the facility, and the approved KCFM project charts that were sent to all Department Heads and Elected Officials on December 4, 2017 by Mr. Smiley.

**Member Kellogg said that Dr. Tokars has yet to send a written letter to the County Board, and therefore, there is no project plan, timeline or additional information available on the project until the Health Department complies with the Lease Agreement requirement.**

**QUESTIONS FROM THE MEDIA – None**

**REVIEW BOARD ACTION ITEMS** – Vice Chair Cesich asked the committee to review the draft County Board agenda for March 19, 2019.

**ITEMS FOR THE APRIL 11, 2019 COMMITTEE OF THE WHOLE MEETING - None**

**CHAIRMAN'S REPORT** – Vice Chair Cesich reported that she, KC Highway Engineer Fran Klaas, and County Administrator Koeppel met with several legislators and the County's lobbying firm on March 13, 2019 to discuss capital bill funding for County projects. The Board will be updated as plans progress.

**EXECUTIVE SESSION** – Not needed

**ADJOURNMENT** – Member Vickers made a motion to adjourn the meeting, second by Member Prochaska. **With seven members voting aye, the meeting was adjourned at 5:12p.m.**

Respectfully Submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary



*Regional Office of Education  
Grundy-Kendall Counties*

Christopher D. Mehochko  
Superintendent

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March 5, 2019

Mr. Koeppel and Mr. Gray,

In accordance with Illinois School Code section 105 ILCS 5/3-5, I would like to report under affirmation to the County Board a list of acts as county superintendent for the previous quarter from December 1, 2018 - February 28, 2019.

Sincerely,  
Christopher D. Mehochko  
Regional Superintendent of Schools

**Office activity**

School Bus Driver Trainings: 5

School Bus Drivers Trained: 62

Finger printings done at 2 offices: 388

Phone Calls Taken: 1,457

Walk In Patrons Served: 998

Registrations for testing at the Professional Training and Testing Center: 205

Students Currently at Premier Academy Morris: 90

ParaPro Tests Given: 14

Truancy Hearings done at both offices: 17

School District Compliance Visits: 2

School Building Health Life Safety Inspections and Occupancy Walk Through: 13

### **Schools visited in the quarter**

- December 6, 2018 – Coal City Intermediate School, Elementary School and Early Childhood Center
- December 7, 2018 – Newark High School
- December 11, 2018 – Homestead Elementary School, The Wheatlands Elementary School, Coal City Middle and High Schools
- December 18, 2018 – Grande Park Elementary School and Murphy Junior High School
- December 19, 2018 – Grundy County Special Education Cooperative
- December 20, 2018 – Traughber, Murphy, Bednarcik, Thompson and Plank Junior High Schools
- January 8, 2019 – Oswego High School
- January 15, 2019 – Yorkville District Office
- January 18, 2019 – Joliet Township High School District
- February 6, 2019 – Yorkville Christian High School
- February 12, 2019 – Mazon Elementary and Junior High Schools
- February 11, 2019 – Morris Elementary School
- February 21, 2019 – Saratoga Elementary School
- February 23, 2019 – Saratoga Elementary School
- February 27, 2019 – St. Mary's School
- February 28, 2019 – Jones Elementary School