

**KENDALL COUNTY BOARD AGENDA  
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210  
Tuesday, April 16, 2019 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of County Board Minutes from March 19, 2019
5. Approval of Agenda
6. Special Recognition
  - A. Employee Recognition Presentation
7. Public Comment
8. Executive Session
9. Old Business
10. New Business
  - A. Public Hearing to Obtain Public Comment and Consider Economic, Social, and Environmental Effects of the Application for Public Transportation Financial Assistance under Section 5311 of the Federal transit Act of 1991, as amended (49 U.S.C. §5311)
  - B. Approve the Memorandum of Understanding between Mutual Ground and the Kendall County Sheriff's Office and Kendall County for services to victims of sexual assault who are in custody of the Kendall County Jail in accordance with the Prison Rape Elimination Act (PREA)
  - C. Approve agreement with Stanard & Associates, Inc. to conduct an assessment for KCSO Operations Sergeant testing, in an amount not to exceed \$7,600
11. Elected Officials Report and Other Department Reports
  - A. Sheriff
  - B. County Clerk
  - C. Treasurer
  - D. Clerk of the Court
  - E. State's Attorney
  - F. Coroner
  - G. Health Department
  - H. Supervisor of Assessments
12. Standing Committee Reports
  - A. Planning, Building & Zoning
    1. Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2019 NPDES – MS 4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%); Related Invoices to be Paid from Planning, Building and Zoning Department's Consultants Line Item (010-2-002-6363)
    2. Approval of a Request from Teska Associates, Inc. to Extend the Contract for Completing the Zoning Ordinance Project Update (IGAM 18-29 Dated October 16, 2018) from March 29, 2019, until June 28, 2019
  - B. Administration/HR
    1. Approve Kendall Area Transit Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement
  - C. Highway
    1. Approve Resolution approving low bids from March 29, 2019 letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT Funds.
  - D. Finance
    1. Approve Claims in an amount not to exceed \$ 936,628.39 and Election Judge pay in the amount of \$43,736.22
    2. Approve Coroner Claims in an amount not to exceed \$ 418.98
    3. Acceptance of Audited FY 2017-2018 Financial Statements and Reports by Mack & Associates
    4. Approval of a Resolution Establishing Distribution of Grants from the 2018 Payable 2019 Senior Citizen Social Services Levy
      - a. Community Nutrition Network in an amount not to exceed \$26,546
      - b. Fox Valley Older Adult Services in an amount not to exceed \$59,729
      - c. Kendall County Health Department in an amount not to exceed \$57,176
      - d. Oswegoland Seniors, Inc. in an amount not to exceed \$54,421

- e. Prairie State Legal Services in an amount not to exceed \$9,189
- f. Senior Services Associates, Inc. in an amount not to exceed \$124,562
- g. VNA Health Care in an amount not to exceed \$10,210

5. Approval of Ordinance Abating the Taxes Levied for the Year 2018 Payable 2019 to Pay Debt Service on General Obligation Bonds (Alternate Revenue Source) Series 2010, 2011, 2016 and 2017 for the County of Kendall, Illinois

E. Standing Committee Minutes Approval

13. Special Committee Reports

- A. VAC
- B. UCCI, Other State Associations and Organizations
- C. Historic Preservation
- D. Juvenile Justice Council

14. Other Business

15. Chairman's Report

#### **Appointments**

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

Jon Conover – 708 Mental Health Board – 4 year term – Expires April 2023

Lynn Cullick – Board of Health – 3 year term – Expires April 2022

Scott Crider – Lisbon-Seward Fire District – 3 year term – Expires April 2022

16. Public Comment

17. Questions from the Press

18. Executive Session

19. Adjournment

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

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

STATE OF ILLINOIS     )  
                                  ) SS  
COUNTY OF KENDALL    )

The Kendall County Board Meeting was held at the Kendall County Office Building, Room 209, in the City of Yorkville on Tuesday, March 19, 2019 at 9:00 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Amy Cesich, Judy Gilmour (excused at 10:00am), Audra Hendrix, Matt Kellogg, Matt Prochaska, John Purcell and Robyn Vickers. Members absent: Elizabeth Flowers and Tony Giles.

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

**THE MINUTES**

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

**THE AGENDA**

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

**SPECIAL RECOGNITION**

Sabrina Jennings was honored for her 28 years of service with the Kendall County Sheriff's Office.

Dan Reedy was recognized for his contributions and dedication to the Kendall County Farm Bureau since 1981.

Budd Wormley was recognized for his years of service on the Kendall County Plan Commission.

**BREAK**

**RECONVENE**

**NEW BUSINESS**

**HIDTA Research/Deconfliction Analyst**

Member Purcell moved to approve the Chicago HIDTA Research/Deconfliction Analyst Service contract with Kendall County as the Fiduciary Agent effective April 1, 2019 through March 31, 2020, in the amount of \$75,000.00. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**HIDTA University of Chicago**

Member Hendrix moved to approve the HIDTA agreement with the University of Chicago with Kendall County as the Fiduciary Agent effective May 1, 2019 through April 30, 2020, in the amount of \$85,000.00. Member Purcell seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

**Tyler Technologies License and Services Agreement**

Member Gilmour moved to approve Tyler Technologies license and services agreement from Sourcewell Contract numbered 110515-TTI for public sector ERP & financial software in an amount not to exceed \$415,500. Member Purcell seconded the motion.

The timeline for the project is 6 months to 1 year to complete. The software will include payroll, budgeting, and account receivable and payables.

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

## Liquor Ordinance

Member Gilmour moved to approve the amendment to the ordinance regulating the retail sale of alcoholic liquors outside the corporate limits of any City, Village of Incorporated Town in Kendall County, Illinois. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Hendrix who voted nay. Motion carried 7-1.

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

## ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

### Sheriff

Sheriff Baird acknowledged that the Kendall Area Transit has donated a handicap van to the Sheriff's Office. They will be starting an explorer camp this summer.

### County Clerk

Revenue Report		2/1/19-2/28/19	2/1/18-2/28/18	2/1/17-2/28/17
Line Item	Fund	Revenue	Revenue	
	County Clerk Fees	\$496.00	\$547.50	\$642.50
	County Clerk Fees - Marriage License	\$570.00	\$570.00	\$810.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,903.99	\$1,671.50	\$2,017.50
	County Clerk Fees - Recording	\$17,163.00	\$18,116.00	\$21,818.00
01010061205	Total County Clerk Fees	\$20,132.99	\$20,905.00	\$25,318.00
01010001185	County Revenue	\$19,285.75	\$19,782.25	\$24,301.75
38010001320	Doc Storage	\$10,034.00	\$11,018.50	\$13,101.50
51010001320	GIS Mapping	\$16,950.00	\$18,610.00	\$22,043.00
37010001320	GIS Recording	\$2,120.00	\$2,326.00	\$2,751.00
01010001135	Interest	\$21.53	\$12.54	\$26.26
01010061210	Recorder's Misc	\$3,132.75	\$3,325.25	\$2,350.00
81010001320	RHSP/Housing Surcharge	\$8,928.00	\$9,855.00	\$11,565.00
37210001575	Tax Certificate Fee	\$1,440.00	\$1,120.00	\$1,560.00
37210001576	Tax Sale Fees	\$1,870.00	\$1,365.00	\$1,470.01
37210001577	Postage Fees	\$963.03	\$893.78	\$863.29
CK # 18407	To KC Treasurer	\$84,878.05	\$89,213.32	\$105,349.81

Death Certificate Surcharge sent from Clerk's office \$1084.00 ck # 18405

Dom Viol Fund sent from Clerk's office \$95.00 ck 18406

County Clerk, Debbie Gillette stated that early voting began and numbers are low but on trend with past elections.

### Treasurer

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

**Kendall County General Fund**  
 QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
 FOR THREE MONTHS ENDED 02/28/2019

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

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

To be on Budget after 3 months the revenue and expense should at 25.00%

**State's Attorney**

State's Attorney Eric Weis stated that the State's Attorney's Office will be open on Election Day from 6:00am to 7:00pm. They will be hosting Open Meetings Act training in the Fall and HR training on April 29, 2019.

**Coroner**

Co Board 3/19/19

Description	**	Month: January (FY 2019)	Fiscal Year-to-Date	January 2018
Total Deaths		19	46	31
Natural Deaths		19	45	30
Accidental Deaths		0	0	0
Pending		0	0	0
Suicidal Deaths		1	0	1
Homicidal Deaths		0	0	0
Toxicology		0	1	2
Autopsies		0	1	2
Cremation Authorizations		11	28	13

**PERSONNEL/OFFICE ACTIVITY:**

1. On February 4, Coroner Purcell provided a morgue tour to the Aurora University Criminal Justice class. There were 20 attendees.
2. On February 6, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death
3. On February 13, Coroner Purcell provided an open-to-the public morgue tour. There were 13 attendees.
4. On February 20, Coroner Purcell provided a presentation for Operation Impact at Oswego High School.
5. On February 21, Chief Deputy Coroner Gotte attended a meeting at the Kane County Sheriff's Office to discuss the dynamics of the 'A Way Out' program.
6. On March 1, 2019, Coroner Purcell held a Coroner's Inquest for the February 12, in-custody death at the Kendall County Jail.

**FINANCIAL ACTIVITY:**

1. EXPENSES
  1. General Budget Total Expenses: \$1231.35
  2. SUDORS Grant Expenditures: \$51.75
2. REVENUE
  1. Special Fees Revenue: \$250.00

Coroner, Jacquie Purcell spoke about the insulin program.

**Health Department**

Dr. Tokars presented the Spring newsletter.

**Supervisor of Assessments**

Supervisor of Assessments Andy Nicoletti presented the assessment ratios adjusted for changes and the estimate of 2019 EAV.

**STANDING COMMITTEE REPORTS**

**Planning, Building and Zoning**

**Petition 19-02**

Member Prochaska moved to approve Petition 19-02-Request from Brad Monkemeyer for the Revocation of Special Use Permit for a Private Dog Kennel Granted by Ordinance 1988-01 at 14005 Joliet Road, Big Grove Township (PIN:07-27-200-006). Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

**City of Yorkville Agreement**

Member Prochaska moved to approve a resolution approving an Intergovernmental Agreement for reciprocal building inspection services between Kendall County, Illinois and the United City of Yorkville, Illinois. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of IGAM 19-10 is available in the Office of the County Clerk.

## **Facilities**

### **Health Department Request**

Member Hendrix moved to refer the approval of the Health Department request for structural alterations, as outlined in the letter dated March 15, 2019, as required by the Kendall County Health Department lease dated December 1, 2013, Section 9, maintenance, repairs, alterations Subsection 9.4 back to committee. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

## **Highway**

### **Fox Road District Agreement**

Member Kellogg moved to approve an Intergovernmental Agreement between Kendall County and Fox Road District relating to the asphalt resurfacing of Rogers Road. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

### **County Engineer's Salary**

Member Hendrix moved to approve the resolution appropriating funds for the payment of the County Engineer's salary for the period 5-20-19 to 5-19-20 in the amount of \$125,000. Member Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Resolution 19-11 is available in the Office of the County Clerk.

### **Engineering Agreement**

Member Hendrix moved to approve an Engineering Agreement with Hampton, Lenzini & Renwick to perform engineering for replacement of bridge joints on the Fox River Drive Bridge over the Fox River for a not-to-exceed price of \$10,000; to be taken from the County Bridge Fund. Member Cesich seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

### **Access Variance**

Member Kellogg moved to approve an access variance related to zoning Petition 19-08, Galena Road east of Kennedy Road, allowing full access on the north side of Galena Road for a single family home. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

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

## **Finance**

### **CLAIMS**

Member Kellogg moved to approve the claims submitted in the amount not to exceed \$515,094.81. Member Hendrix seconded the motion.

**COMBINED CLAIMS:** FCLT MGMT \$39,729.93, B&Z \$666.99, CO CLK & RCDR \$180.76, ELECTION \$34,089.95, SHRFF \$13,877.51, CRRCTNS \$18,014.74, MERIT \$1,035.33, EMA \$1,230.32, CRCT CT CLK \$1,100.94, JURY COMM \$1,448.79, CRCT CT JDG \$3,653.30, CRNR \$999.09, CMB CRT SRV \$670.79, PUB DFNDR \$1,632.50, ST ATTY \$497.19, TRSR \$1,734.89, EMLY HLTH INS \$1,355.00, OFF OF ADM SRV \$319.47, INS & BNDG \$2,216.00, CO BRD \$843.37, TECH SRV \$6,871.69, FAC MGT UTLTS \$303.57, ECON DEV \$23.77, CO HWY \$77,735.68, CO Co Board 3/19/19

BRDG \$42,343.06, TRNSPRT SALES TX \$19,656.43, HLTH & HMN SRV \$114,240.34, FRST PRSRV \$2,001.07, ELLIS HS \$404.66, ELLIS GRNDS \$140.34, ELLIS CMPS \$60.67, ELLIS RDNG LSSNS \$1,511.59, ELLIS BDAY PRTIES \$488.37, ELLIS WDDNGS \$117.30, ELLIS OTHR RNTLS \$150.00, ELLIS 5K \$69.02, HOOVER \$929.45, ENV ED SCHL \$17.03, ENV ED CMPS \$6.22, ENV ED NTRL BGNNGS \$26.85, ENV ED OTHR PUB PRGMS \$162.73, ENV ED LWS OF NTR \$22.69, NTRL AREA VLNTR \$85.66, GRNDS & NTRL RSRCS \$2,327.04, PCKRLL PGTT FP \$1,087.59, ANML CNTRL EXPND \$611.69, ANML MED CR FND \$552.11, ANML CNTRL EXPS \$5,788.19, CO RCRDR DO STRG \$540.20, HIDTA \$70,455.39, SHRRF RNG FND \$15.44, CMSRY FND \$3,034.47, COOK CO REIMB FND \$484.57, CRT SEC FND \$440.60, LAW LBRY FND \$3,151.51, VCTM IMPCT PNL FND \$800.00, CRT AUTOMA \$4,500.00, PRBTN SRV \$9,107.06, KC DRG CRT FND \$38.50, GIS \$52.13, KAT \$19.05, ENG/CNSLTG ESCRW \$419.74, PUB SFTY \$1,470.00, SHRFF FTA FND \$3,153.91, ANML POP CNTRL \$1,159.00, VAC \$1,980.57, CRNR SPCL FND \$381.00, FP BND PRCDs '07 \$10,860.00

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 Kellogg moved to approve the coroner claims in the amount not to exceed \$1,380.09. Member Hendrix seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### **Delinquent Tax Parcels**

Member Purcell moved to approve a Resolution requesting the State's Attorney execute an agreement with the City of Plano, Illinois, Lakewood Springs Special Service Area 5, Delinquent Tax Parcels, LLC for the settlement of delinquent real estate taxes, interest, and costs in the amount of \$193,540.58 for 40 lots located within Lakewood Springs. Member Prochaska seconded the motion.

State's Attorney Weis explained that this will give the State's Attorney's Office the authority to file the order with the court. The payment shall consist of Ad valorem taxes: \$82,210.92; penalty interest: \$39,816.20; county's collection cost: \$10,802.00; and forfeiture interest: \$60,711.46 for a total of \$193,540.58. The SSA is being eliminated by the City of Plano.

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

A complete copy of Resolution 19-12 is available in the Office of the County Clerk.

### **STANDING COMMITTEE MINUTES APPROVAL**

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

### **SPECIAL COMMITTEE REPORTS**

#### **Regional Office of Education**

Quarterly report in the packet.

#### **UCCI**

Member Prochaska stated that they will be a conference on March 26-27, 2019.

#### **Historic Preservation**

They are reviewing the ordinance and application for historic awards which they hope to distribute in May. May is historic preservation month.

#### **Chairman's Report**

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



## Appointments

Dan Roberts – Minooka Fire Protection District Trustee (Kendall County Rep) – 3 year term – Expires April 2022  
Dr. Joseph Gruber – Kendall County Board of Health – 3 year Term - Expires April 2022

### EXECUTIVE SESSION

Member Cesich made a motion to go into Executive Session for (2) collective negotiating matters between the public body and its employees or their representatives, or deliberations concerning salary schedules for one or more classes of employees and (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 Prochaska seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

### RECONVENE

### ADJOURNMENT

Member Prochaska 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 26th day of March, 2019.

Respectfully submitted by,  
Debbie Gillette  
Kendall County Clerk

## **Memorandum of Understanding between**

**Mutual Ground, Inc.**

**And**

**Kendall County Sheriff's Office**

This memorandum of understanding (MOU) serves as evidence that Mutual Ground and Kendall County Sheriff's Office have entered into a community partnership in order to provide services to victims of sexual assault who are in the custody of the Kendall County Jail. This document establishes guidelines in accordance with the Prison Rape Elimination Act (PREA.)

### **Scope of Service**

#### Mutual Ground agrees to:

1. Provide confidential crisis counseling to inmates of the Kendall County Jail through the 24-hour Mutual Ground Sexual Assault Hotline.
2. Immediately report to the Kendall County Jail Supervisor if information is received from an inmate that led Mutual Ground staff to believe that the inmate is at imminent risk of harm to self or others then follow up by contacting PREA coordinator on the next business day.
3. Respond to requests from Kendall County Sheriff's Office to provide advocacy and crisis counseling for current inmates/detainees who report being sexually assaulted while in custody.
4. Share information with Kendall County Sheriff's Office within the boundaries of confidentiality as defined in Section 8-802.1 of the Code of Civil Procedure, 735 ILCs 5/8-802.1.
5. Identify a staff member who will serve as a liaison to Kendall County Sheriff's Office.
6. Work with Kendall County Sheriff's Office officials to obtain security clearance.
7. Follow all institutional guidelines for safety and security.
8. Provide written materials to Kendall County Sheriff's Office to be distributed to victims/survivors of sexual assault as needed.
9. Provide training to Kendall County Sheriff's Office staff on issues/topics related to sexual assault.
10. Mutual Ground, 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.
11. Mutual Ground shall indemnify, hold harmless and defend with counsel of Kendall County's own choosing, Kendall County, its officials, officers, employees, including their past present and future board members, elected officials and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from , to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from the performance of this contract by Mutual Ground or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or

misconduct of Mutual Ground in its performance under this Agreement. Nothing contained herein shall be construed as prohibiting the County, its officials, directors, officers, agents and employees, from defending through the selection and use of the own agents, attorneys, and experts, any claims, suits, demands, proceedings and actions brought against them. Pursuant to Illinois law 55 ILCS 5/3-9005, any attorney representing the County, under this paragraph, shall be approved by the Kendall County State's Attorney and shall be appointed a Special Assistant State's Attorney. The County's participation in its defense shall not remove Mutual Ground's duty to indemnify, defend and hold the County harmless, as set forth above. The County does not waive its defenses or immunities by reason of indemnification. Indemnification shall survive the termination of the contract.

12. It is understood and agreed that Mutual Ground is an independent contractor and is not an employee of, partner of, agent of, or in a joining venture with Kendall County. Mutual Ground understands and agrees that Mutual Ground is solely responsible for paying all wages, benefits and any other compensation due and owing to Mutual Ground's officers, employees and agents for the performance of services set forth in the Agreement. Mutual Ground further understands and agrees that Mutual Ground is solely responsible for making all required payroll deductions and other tax and wage withholdings pursuant to state and federal law for Mutual Ground's officers, employees and/or agents who perform services as set forth in the Agreement. Mutual Ground also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of Mutual Ground, Mutual Ground's officers, employees and agents and agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of Mutual Ground, Mutual Ground's officers, employees and agents. Mutual Ground will waive any right to recover alleged damages, penalties, interest, fees (including attorneys' fees) and/or costs from Kendall County, its board members, officials' employees, insurers, and agents for any alleged injuries that Mutual Ground its officers, employees and/or agents may sustain while performing services under the Agreement.
13. Mutual Ground shall exercise general and overall control of its officers, employees, and/or agents. Mutual Ground agrees that no one shall be assigned to perform work at Kendall County's facilities on behalf of Mutual Ground, Mutual Ground's consultants, subcontractors and their respective officers, employees, agents and assigns unless Mutual Ground has completed a criminal background investigation for each individual to be performing work at the site. In the event that the individual's criminal background investigation reveals that the individual has conviction record that has not been sealed, expunged or impounded under Section 5.2 of the Criminal Identification Act, Mutual Ground agrees that the individual shall not be assigned to perform work on or at Kendall County's facilities absent prior written consent from Kendall County and the Kendall County Sheriff. Kendall County, at any time, for any reason and in Kendall County's sole discretion, may require Mutual Ground and/or Mutual Ground's consultants, and/or subcontractors to remove any individual from performing any further work under this Agreement.
14. Mutual Ground understands, and agrees, that any person who takes into, or out of, or attempts to take into, or out of, a correctional facility, or the grounds belonging to or adjacent to the corrections facility, any item not specifically authorized by the corrections facility, such as

contraband shall be prosecuted. All persons, including employees and visitors, entering upon such premises are subject to routine searches of their persons, vehicles, property and/or packages. Contraband shall include, but not be limited to, any dangerous drug, narcotic drug, intoxicating liquor, deadly weapon, dangerous instrument, ammunition, explosive or any other article whose use of or possession of would endanger the safety, security or preservation of order in a correctional facility or any persons therein.

Kendall County Sheriff's Office agrees to:

1. Provide the inmates of Kendall County Jail unmonitored calls to the Mutual Ground Sexual Assault Hotline from within the facility.
2. Contact Mutual Ground and request a certified crisis counselor prior to transporting an inmate/detainee to the hospital for a sexual assault examination.
3. Upon disclosure of sexual assault, provide inmate/detainee with information regarding Mutual Ground services and assist them in accessing those services.
4. Provide security clearance and a private space for Mutual Ground crisis counselors to meet with inmates/detainees.
5. Identify a staff member who will serve as a liaison to Mutual Ground.
6. Respect the privileged communication between a crisis counselor and inmate as defined in Section 802-2.1 of the Code of Civil Procedure, 735 ILCS 5/8-802.1.
7. Make inmates/detainees and staff aware of available services related to sexual assault by providing written materials as well as the mailing address and phone number of Mutual Ground.
8. Provide training to Mutual Ground staff members as it relates to safety and the sheriff's office response to sexual assault.
9. Upon request, complete a written evaluation of Mutual Ground's services, to ensure the provision of professional and quality services to victims/survivors.

This Agreement shall be construed in accordance with the law and constitution of the State of Illinois and if any provision is invalid for any reason such as invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

Concerns that arise by either party will be addressed in a timely manner to foster the continuation of this agreement.

**Term and Termination**

The term of this MOU will commence on this 16th day of April in the year 2019 and shall continue through December 31, 2020. Either party may terminate this agreement upon no less than thirty (30) calendar day's written notice or a lesser time if mutually agreed upon by both parties.

*Agency:*

*Kendall County Sheriff's Office*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

*Agency:*

*Mutual Ground, Inc.*

Name: \_\_\_\_\_

Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_

*Kendall County, Illinois*

Name: \_\_\_\_\_

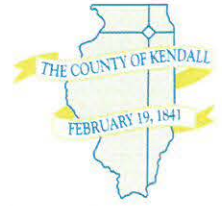
Title: \_\_\_\_\_

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

Signature: \_\_\_\_\_



Kendall County  
*Office of the Sheriff*



INTEROFFICE MEMORANDUM

**TO:** COUNTY BOARD  
**FROM:** MICHAEL PETERS, CHIEF DEPUTY  
**SUBJECT:** STANARD & ASSOCIATES, INC. AGREEMENT  
**DATE:** APRIL 11, 2019  
**CC:**

The Kendall County Sheriff's Office would like to request that the County Board enter into the following agreement:

- 1) Approve agreement with Stanard & Associates, Inc. to conduct an assessment for the KCSO Operations Sergeant testing, in an amount not to exceed \$7,600.

As explained to the Merit Commission on January 28, 2019, we believe that this will enhance the overall effectiveness of our promotional testing process by adding the assessment and critical thinking evaluation that is needed in evaluating candidates. The Merit Commission voted to approve using the assessment in the sergeant's testing process.

In the interest of full disclosure, Sheriff Baird has acted as a consultant for several assessment testing companies, including Standard, in the past, for which he has received limited compensation. He is not currently providing consulting services for any of these companies, nor does he intend to do so in the near future.

The attached agreement from Stanard is their standard agreement, it has not been reviewed by the SAO. However, the company has been around for 42 years and had agreements with over 2,800 agencies. The KCSO believes that this agreement will be administered as outlined in the agreement. Additionally, this was quoted for 15 candidates and would be over the \$7,100 budgeted by \$500 if we had that many candidates, however we have 11 candidates and therefore we will not need two full days for the assessment and anticipate the final bill to come in under that budgeted amount.

Respectfully Submitted,

Michael Peters  
Chief Deputy  
Kendal County Sheriff's Office



March 15, 2019

Kendall County Sheriff's Office  
Attn: Tracy Page  
Business/HR Manager  
1102 Cornell Lane  
Yorkville, Illinois 60560

Dear Ms. Page:

Thank you for your inquiry regarding our promotional testing services for your upcoming Patrol Sergeant promotional process and the opportunity to submit a proposal. We would welcome the opportunity to work with the Kendall County Sheriff's Office on this important project and appreciate the opportunity to submit this proposal. I have provided you with three pricing options for a written test component. The first option outlined is using our pre-published test; The National First Line Supervisor Test. The second option is for Stanard to develop questions from local source materials, to be added to The National First Line Supervisor Test. The third option is for Stanard to develop a fully customized written test for the rank of Patrol Sergeant in the Kendall County Sheriff's Office.

Since 1976, we have provided innovative, state-of-the art and legally defensible testing programs to public safety organizations throughout the United States. Our philosophy is to provide our customers with the most well researched testing products and services - as well as excellent customer service - at a good price. We've used this approach for over 42 years and our track record is a good one. With our help, over 2,800 agencies have hired or promoted candidates who continue to have a positive impact on their community.

Outlined below are the steps and costs associated with the options of using our off the shelf written test, adding questions to that published test, or developing a custom written job knowledge promotional exam. I have then listed steps and costs associated with the options of developing an Assessment Center process for the rank of Patrol Sergeant. Our proposal does not include fees associated with conducting a job analysis of the target position; rather, we would rely on job analysis data (e.g., existing job descriptions) already collected in conjunction with input from local experts to establish links between test content and job-related dimensions of performance.

#### **Written Test Options**

##### **(Option 1) Off the Shelf Written Test (The National First Line Supervisor Test) Sergeant – Estimated 15 candidates**

This option would use of our pre-published written promotional exam, The National First Line Supervisor Test (NFLST) for the rank of Sergeant. This is a 100-item written exam that is scored by Stanard & Associates. It tests the candidates in the areas of patrol operations, community policing, case law, supervision, and investigations. Please note that the NFLST is offered through the Illinois Association of Chiefs of Police. The test booklets and study guides will be ordered through the Association. The costs per test and study guide fees outlined below are fixed fees for all Illinois agencies and will be billed directly to Kendall County by the Illinois Association of Chiefs of Police. Fees to administer the exam would be billed directly to Kendall County by Stanard & Associates.

309 West Washington Street • Suite 1000  
Chicago, IL 60606  
800-367-6919 • 312-553-0213 • FAX 312-553-0218  
www.stanard.com





**NFLST Fees:**

Test Booklets (includes scoring) 15 candidates @ \$100.00 each	\$1,500.00
Study Guides 15 guides @ \$10.00 each	\$150.00
Test Administration Fee ( <b>Optional</b> ) (One S&A test administrator at \$500.00)	\$500.00
<b>Total</b>	<b>\$2,150.00*</b>

**(Option 2) Semi-Customized Written Exam**

This option would use our pre-published written promotional exam, The National First Line Supervisor Test, with the addition of department specific questions to create a semi-custom test for the rank of Sergeant. Subject matter experts (SME's) from the Sheriff's Office would assist in choosing the internal and any external source materials from which S&A would write the additional questions to be added to the NFLST. Source materials could be policies and procedures, contracts, Illinois criminal law, vehicle code, etc.

For invoicing purposes, the tests and study guides would be invoiced to Kendall County by the Illinois Association of Chiefs of Police and the fees to reformat the test and write additional test questions would be billed directly by S&A.

**Semi-Customized Test Fees:**

Reformat test booklet and create answer key	\$450.00
Write 10 customized questions @ \$45.00 per question	\$450.00
Test Booklets including scoring, 15 candidates @\$100.00 each	\$1,500.00
Study Guides, 15 guides @\$10.00 each	\$150.00
Test Administration Fee ( <b>Optional</b> ) \$500.00	\$500.00
<b>Total</b>	<b>\$3,050.00*</b>

**\*Kendall County can administer either exam option and would send tests back to S&A for scoring.**

I have included Stanard's test administration fee as part of the total cost in Options 1 and 2. Kendall County has the option of administering the test and sending tests into S&A for scoring for a cost savings. Kendall County would determine the number of questions to be added.

**(Option 3) Custom Written Exam**

**Step 1.** An S&A representative will meet with a Subject Matter Expert (SME) panel (a panel of job experts from your Office to determine a list of source materials from which test items would be written. Specific sources, such as department-specific general orders, textbooks, chapters, sections, etc., would be identified and linked to important, job-related knowledge areas outlined in the Department's job descriptive information.

**Step 2.** Based on the test specifications determined in Step 1, S&A would prepare a candidate study guide. This guide would include a reading list outlining the percentage of questions to be drawn from each source, sample test questions, and some basic tips on test taking and test preparation. Candidates would be provided with a pre-determined amount of time to obtain and study from source materials. We recommend a 60-day study period, at a minimum, once sources and percentages have been identified and communicated to candidates

**Step 3.** S&A's experienced item writers will prepare 110 multiple choice and true/false questions (true/false not to exceed 10% of the items). The KCSO Subject Matter Expert Panel will review all test questions for local relevancy, clarity, etc, with the intention of ultimately arriving at a 100-item exam. To ensure the security of the test content, SME panel





members will be required to sign a confidentiality statement prior to review the test items. Based on SME feedback, S&A will make any necessary revisions and edits.

- Step 4.** The test can be administered to candidates by either Kendall County, or by S&A. For administrative purposes, we recommend establishing a time limit (e.g., 2.5 hours).
- Step 5.** Each test booklet would include an "Examinee Comment Sheet" on which candidates could document concerns about specific test items. Comments would be reviewed, summarized and responded to by S&A, and forwarded to Kendall County, with a final determination to be made by Kendall County whether or not credit should be granted for challenged items. Alternatively, a post-test review session could be conducted during which candidates have access to a copy of their test answer sheet, an answer-key version of the exam and all source materials. Candidates would review test questions of interest, and document challenges which would be responded to in similar fashion as outlined above.
- Step 6.** Once a determination has been made regarding the direction to be taken with challenged exam items, S&A would score exams in accordance with direction provided by Kendall County, and provide a final score report.

**Custom Job Knowledge Written Promotional Exam Fees**

This fee proposal is broken down by project step as outlined in our methodology.

Project Step	Description	Total
1.	Meet with SME panel to review job of Patrol Sergeant, identify important knowledge areas and identify potential source materials to assess command of these important knowledge areas. Fee reduced, since this could be handled in conjunction with meetings relating to the Assessment Center Development.	\$500.00
2.	Prepare candidate study guide.	\$350.00
3.	Write 110 test items at \$45.00 each. Any additional questions written by S&A will be invoiced at \$45.00 per question.	\$4,950.00
3.	KCSO SME panel will review test questions for local relevancy, clarity, etc. Done via traceable carrier or email. No meeting.	
3.	Format test booklet, prepare test answer key	\$350.00
4.	Proctor administration of written exam (1 S&A Consultant for 1 session). <b>(Optional)</b> \$500.00	
5.	Respond to candidates challenges. \$175 per hour. Alternatively, meet with candidates to facilitate a post-written exam review session. \$1,000 + \$175 per hour to respond to candidates challenges. <b>OPTIONAL</b>	TBD
6.	Scoring and reporting of written exam.	\$500.00
<b>Total</b>	<b>(Not including any OPTIONAL services)</b>	<b>\$6,650.00</b>



Outlined below are the steps and costs associated with developing an Assessment Center process for Patrol Sergeant. Our proposal does not include fees associated with conducting a job analysis of the target position; rather, we would rely on job analysis data (e.g., existing job descriptions) already collected in conjunction with input from local experts to establish links between test content and job-related dimensions of performance.

### **Assessment Center**

The assessment process will yield job-related assessment exercises, evaluation guidelines, and scoring guidelines for use by assessors charged with the task of objectively evaluating candidates' performance. The Kendall County Sheriff's Office will recruit law enforcement professionals from outside departments to serve as assessors for the assessment center. S&A will be responsible for training the assessors. The steps required to complete this project are delineated below.

- Step 1.** An S&A representative will meet with the Subject Matter Expert (SME) panel (a panel of job experts comprised of members from the Sheriff's Office at or above the rank of Sergeant, including members of the command staff); to further develop the assessment exercises. In conjunction with the SME panel, S&A will identify a number of relevant situations for measurement in the exercises (e.g., problem solving a critical incident, employee counseling, support of organization/administration, citizen complaint, knowledge of laws, and overall communication skills). With the assistance of the SME panel, complete scenarios with background information will be developed. A typical scenario involves background information on a given situation and structured questions regarding what action the candidate would take. S&A will ensure that the three assessment exercises assess performance dimensions that are job-related and important to the rank of Patrol Sergeant in the Kendall County Sheriff's Office.
- Step 2.** **OPTIONAL.** An S&A consultant can conduct an assessment phase orientation session for candidates. In this session, the consultant will describe the assessment exercises and dimensions on which candidates will be rated. From our experience, the more candidates know about the promotional process, the better they feel about it. Therefore, we recommend a thorough orientation for the assessment phase which would be conducted at a date and time chosen by Kendall County and S&A.
- Step 3.** Once the assessment exercises have been developed, S&A would work with the SME panel to generate a list of ideal behaviors/responses indicative of the Knowledge, Skills, and Abilities (KSA's) elicited by each exercise. These behaviors will be compiled for each dimension in each exercise. They will be used to create behavioral checklists for each exercise which will help interviewers and assessors when they rate the candidates. S&A will develop a first draft and will work with the SMEs to refine the list.

- Step 4.** It is our understanding that the Kendall County Sheriff's Office will recruit and compensate the assessors (outside law enforcement professionals). The number of assessors required depends on the final number of candidates and exercises. Based on our understanding of the process, we anticipate approximately 15 candidates and 3 assessment exercises. The assessors are typically law enforcement professionals from other departments. Once the assessor list has been finalized, S&A will conduct a thorough training session. The training will include (but not be limited to) the following components: 1) Assessment philosophy and nature; 2) Orientation and background on the Kendall County Sheriff's Office; 3) Discussion and training on the assessment dimensions; 4) Discussion and training on all assessment exercises; 5) Training on rating criteria for each exercise; 6) General training on rater observation; and 7) How to conduct summary and consensus meetings.
- Step 5.** An S&A staff member will be present for administration of the assessment phase process. The number of days needed is a function of the number of candidates eligible for this phase, as well as the number of exercises. Based on approximately 15 candidates sitting for the assessment phase process, we anticipate 2 ½ days for assessor training, administration, and scoring, although additional time may be necessary depending on the exercises developed (i.e., those requiring candidate preparation or study time prior to participating in the exercise require more time). Fewer candidates may result in less time needed for the assessment administration. Although it would ultimately be Kendall County's responsibility, S&A would work with Kendall County to secure the appropriate space, equipment, materials, etc., for the assessment exercises.
- Step 6.** Assessors will rate each candidate immediately following each exercise. After they have rated the candidate, the assessors will have a brief consensus discussion to determine the extent of rating agreement and clarify any aspect of a candidate's performance where there is disagreement.
- Step 7.** Assessment exercise ratings will be collected, entered, checked and scored by S&A. The results will be presented in the format desired by Kendall County.



**Assessment Center Fees**

This fee proposal is broken down by project step as outlined in our methodology. This price quote is based on the assumption that there will be approximately 15 Patrol Sergeant Candidates sitting for the assessment phase.

Project Step	Description	Total
1.	Meet with SME panel to review job of Patrol Sergeant, identify dimensions (areas) of measurement, and develop exercises (3 assessment exercises) and preliminary evaluation guidelines. Fee assumes one meeting.	\$3,500.00
2.	<b>OPTIONAL.</b> Preparation and delivery of a Candidate Orientation Session (one session). \$750.00	
3.	Meet with SME panel to confirm exercise content and further refine evaluation guidelines/scoring criteria and rating scales. Fee assumes one meeting.	\$500.00
4.	Prepare all candidate assessment materials	\$750.00
5.	Administer assessment process (we estimate a total of 2 days for training, administration and scoring. We will have one S&A consultant on site to coordinate the administration of the exercises @ \$1,250 per day).	\$2,500.00
6.	Three Assessors on site for 2 ½ days for training and assessment exercises and ratings. \$300.00 per day, per assessor. Assessors recruited by the KCSO	N/A
7.	Scoring and reporting of assessment process results	\$350.00
<b>Total</b>	<i>Not including optional services, assessor fees or travel expenses</i>	<b>\$7,600.00*</b>

\*If asked to recruit the assessors, S&A compensates assessors at a rate of \$300.00 per day per assessor, plus mileage, meals and other travel expenses for participation in the assessment process and assessor training. This is a pass-through expense billed back to Kendall County, and paid by S&A directly to each assessor for their work on the project. To complete the Assessment Center in a timely manner, we anticipate using a panel of 3 assessors for the assessment exercises. Assessors will be on site for a total of 2 ½ days for training, administration, and scoring), making assessor fees \$2,250.00 plus travel related expenses.

**General terms:**

- o If needed, any additional administrative time and/or consulting (responding to candidate grievances, litigation support, expert witness testimony, depositions, statistical analyses, attend special meetings, responding to agency or candidate queries after project deliverables have been provided, etc.) will be billed at our current hourly rates which are \$175.00 per hour for Bachelor's and Master-level staff and \$250.00 per hour for Ph.D. - level staff. Requests for copies, scanning, assembly, etc. of paperwork are billed at an administration rate of \$30.00 per hour. If required, S&A charges an administrative fee of \$30 per hour to print out in paper copies of source materials received electronically. Additional written exam questions will be written at a rate of \$45.00 each.



- Any shipping and handling, printing, and travel related expenses will be kept to a minimum and billed as incurred.
- Kendall County will be responsible for recruiting and compensating the assessors, and securing a location for the test administrations.
- A contact person for this project will be designated by Kendall County and will be responsible for coordinating activities, such as providing S&A with requested information and scheduling meetings. We anticipate this contact person could be Tracy Page.
- While S&A strives to become familiar with each client's local circumstances, its consultants are not attorneys, and we rely on contact personnel or client's legal counsel to ensure processes and procedures adhere to local rules (e.g. Fire and Police Commission rules, bargaining agreements, etc.)
- Work performed or meetings scheduled on weekends requiring S&A's attendance will be billed at 1.5 times any quoted project rate. This will not pertain to the written test administration if administered on a weekend; the fee quoted above would apply.
- S&A invoices for one-half payment up front and the other half upon completion.

Thank you for the opportunity to provide you with this price quote and we welcome the opportunity to work with the Kendall County Sheriff's Office on this promotional project and look forward to discussing this proposal further, if requested.

If you have any questions or need any additional information, please do not hesitate to contact me at 312-553-0213 or via e-mail at: [mike.thomason@stanard.com](mailto:mike.thomason@stanard.com)

Best regards,

A handwritten signature in black ink that reads 'Michael J. Thomason'.

Michael J. Thomason  
Vice President



**Kendall County Sheriff's Office, IL. PD: Patrol Sergeant Written Exam Options,  
Assessment Center Process; Proposal Created March 15, 2019**

To accept all or part of our proposal and to authorize S&A to initiate work and carry out the project steps outlined above (or project steps associated with a portion of our proposal), please sign, date and fax or email back this page only to S&A at 312-553-0218 or [mike.thomason@stanard.com](mailto:mike.thomason@stanard.com)

Written Exam, Options 1, 2, or 3 (Circle Option)

Assessment Center Development for Patrol Sergeant

\_\_\_\_\_  
Authorized Signature from Kendall County Sheriff's Office

\_\_\_\_\_  
Date

<b>Kendall County Clerk</b>				
<b>Revenue Report</b>		<b>3/1/19-3/31/19</b>	<b>3/1/18-3/31/18</b>	<b>3/1/17-3/31/17</b>
<b>Line Item</b>	<b>Fund</b>		<b>Revenue</b>	<b>Revenue</b>
	County Clerk Fees	\$661.50	\$691.00	\$693.00
	County Clerk Fees - Marriage License	\$810.00	\$870.00	\$990.00
	County Clerk Fees - Civil Union	\$0.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$1,489.00	\$2,138.08	\$2,403.42
	County Clerk Fees - Recording	\$23,483.00	\$22,931.00	\$23,800.00
01010061205	Total County Clerk Fees	\$26,443.50	\$26,630.08	\$27,916.42
01010001185	County Revenue	\$29,991.50	\$30,276.75	\$25,442.50
38010001320	Doc Storage	\$13,615.50	\$13,822.00	\$14,252.00
51010001320	GIS Mapping	\$23,028.00	\$23,344.00	\$24,004.00
37010001320	GIS Recording	\$2,880.00	\$2,918.00	\$2,996.00
01010001135	Interest	\$18.75	\$16.80	\$25.41
01010061210	Recorder's Misc	\$2,826.00	\$2,277.00	\$7,924.00
81010001320	RHSP/Housing Surcharge	\$11,907.00	\$12,438.00	\$12,474.00
37210001575	Tax Certificate Fee	\$1,720.00	\$1,720.00	\$1,720.00
37210001576	Tax Sale Fees	\$220.00	\$731.00	\$60.00
37210001577	Postage Fees	\$143.43	\$453.56	\$39.54
CK # 18672	To KC Treasurer	\$112,793.68	\$114,627.19	\$116,853.87
Death Certificate Surcharge sent from Clerk's office \$876.00 ck # 18670				
Dom Viol Fund sent from Clerk's office \$135.00 ck #18671				

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

**Kendall County General Fund**

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES  
FOR FOUR MONTHS ENDED 03/31/2019

<u>REVENUES*</u>	Annual Budget	2019 YTD Actual	2019 YTD %	2018 YTD Actual	2018 YTD %
Personal Property Repl. Tax	\$370,000	\$72,171	19.51%	\$86,955	21.74%
State Income Tax	\$2,221,490	\$751,889	33.85%	\$735,833	29.79%
Local Use Tax	\$685,000	\$297,297	43.40%	\$253,616	40.26%
State Sales Tax	\$550,000	\$208,192	37.85%	\$206,320	37.51%
County Clerk Fees	\$325,000	\$89,345	27.49%	\$105,391	26.35%
Circuit Clerk Fees	\$800,000	\$168,249	21.03%	\$201,553	23.71%
Fines & Foreits/St Atty.	\$325,000	\$59,272	18.24%	\$81,844	21.54%
Building and Zoning	\$68,000	\$18,727	27.54%	\$24,339	37.44%
Interest Income	\$150,000	\$94,833	63.22%	\$46,687	53.97%
Health Insurance - Empl. Ded.	\$1,265,420	\$367,853	29.07%	\$365,015	28.09%
1/4 Cent Sales Tax	\$3,105,000	\$1,086,372	34.99%	\$1,056,161	35.80%
County Real Estate Transf Tax	\$425,000	\$110,608	26.03%	\$116,553	26.49%
Federal Inmate Revenue	\$1,618,750	\$645,825	39.90%	\$513,792	61.74%
Sheriff Fees	\$177,340	\$51,544	29.07%	\$59,718	24.37%
<b>TOTALS</b>	<b>\$12,086,000</b>	<b>\$4,022,178</b>	<b>33.28%</b>	<b>\$3,853,777</b>	<b>33.23%</b>
<b>Public Safety Sales Tax</b>	<b>\$5,220,000</b>	<b>\$1,919,414</b>	<b>36.77%</b>	<b>\$1,839,740</b>	<b>36.30%</b>
<b>Transportation Sales Tax</b>	<b>\$5,000,000</b>	<b>\$1,919,414</b>	<b>38.39%</b>	<b>\$1,839,740</b>	<b>38.73%</b>

\*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 4 months the revenue and expense should at 33.32%

EXPENDITURES

All General Fund Offices/Categories

<b>\$28,587,023</b>	<b>\$8,289,871</b>	<b>29.00%</b>	<b>\$8,926,975</b>	<b>31.29%</b>
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KENDALL COUNTY CORONER  
 ————— JACQUIE PURCELL —————

Description	**	Month: March (FY 2019)	Fiscal Year-to- Date	March 2018
Total Deaths		21	98	22/102
<b>Natural Deaths</b>		20	94	21/96
<b>Accidental Deaths</b>		0	0	1
<b>Pending</b>		0	0	0
<b>Suicidal Deaths</b>		1	3	0
<b>Homicidal Deaths</b>		0	0	0
<b>Undetermined</b>		0	1	0
<b>Toxicology</b>		1	6	2
<b>Autopsies</b>		1	6	2
<b>Cremation Authorizations</b>		11	45	12/60
<b>Scenes Responded to:</b>		<b>Transported by Coroner's Office:</b>		<b>External Examinations:</b>
2		1		1

**PERSONNEL/OFFICE ACTIVITY:**

1. On March 5, Coroner Purcell provided a presentation for the Medical Careers class at Yorkville High School.
2. On March 6, Coroner Purcell facilitated the 'Lights of Hope' support group for families and friends who have been impacted by an overdose related death.
3. On March 7, Chief Deputy Coroner Gotte provided a presentation to the Law Enforcement Class and Health Occupations Class at Indian Valley Vocational Center.
4. On March 11, Coroner Purcell provided a presentation to the Law Enforcement Class at Oswego High School.
5. On March 12, Chief Deputy Coroner Gotte attended training for 'Lost Person Behavior' presented by IL Search and Rescue Council.
6. On March 14, Coroner Purcell provided a presentation for Operation Impact at Oswego East High School.
7. There were a total of 13 community service hours served throughout the month of March.

**FINANCIAL ACTIVITY:**

1. EXPENSES

1. General Budget Total Expenses: \$6481.49
2. SUDORS Grant Expenditures: \$52.23
3. Death Certificate Surcharge Expenditures: \$372.35
4. Special Fees Expenditures: 761.17

2. REVENUE

1. Special Fees Revenue: \$450.00

————— CARORUM AD CURAM —————

**KENDALL COUNTY PLANNING, BUILDING & ZONING COMMITTEE**

*Kendall County Office Building*

*Rooms 209 & 210*

*111 W. Fox Street, Yorkville, Illinois*

**6:30 p.m.**

**Meeting Minutes of April 8, 2019 – Unofficial until approved**

**CALL TO ORDER**

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

**ROLL CALL**

Committee Members Present: Judy Gilmour, Matt Kellogg (Vice-Chairman), John Purcell (arrived at 6:38 p.m. and left at 7:17 p.m.), and Matthew Prochaska (Chairman)

Committee Members Absent: Elizabeth Flowers

Also Present: Matt Asselmeier (Senior Planner), Todd Milliron, Mark Perle, Priscilla Gruber, Greg Petersen, Dan Kramer, David Lombardo, Chris Paluch, Peter Pasteris, Laurie Pasteris, Karen Anderson, and Mike Hoffman

**APPROVAL OF AGENDA**

Member Gilmour made a motion, seconded by Member Kellogg, to approve the agenda as presented. With a voice vote of three (3) ayes, the motion carried unanimously.

**APPROVAL OF MINUTES**

Member Gilmour made a motion, seconded by Member Kellogg, to approve the minutes of the March 11, 2019, meeting. With a voice vote of three (3) ayes, the motion carried unanimously.

**PUBLIC COMMENT:**

Todd Milliron stated that many members of the public at the Zoning Board of Appeals hearing felt that Petition 17-28 had improved since the last time it was heard. Mr. Milliron suggested that a bond requirement should be added to the proposal to cover remediation to a gun range site. He discussed a case involving the Aurora Sportsman's Club.

Mark Perle thanked the Committee for the changes to Petition 17-28. He favors the recommendations of the Zoning Board of Appeals.

Greg Petersen would like the measurement of shooting ranges to be measured from property lines instead of residential dwellings. He would like to see adequate regulations related to roadways so that first responders can access sites. Mr. Petersen expressed concerns about noise at the distances proposed; he favored increasing the one thousand foot (1,000) distance.

Member Purcell arrived at this time (6:38 p.m.).

David Lombardo, President of Aurora Sportsman's Club, summarized the case against the Club by the Illinois Attorney General. The Club completed the requirements imposed by the State.

Priscilla Gruber echoed Mark Perle's comments regarding improvements to the proposal. She requested that the distance from firing lines to homes be measured from lot lines instead of the dwelling. Ms. Gruber discussed the three thousand foot (3,000') requirement in State law regarding noise. She also requested that the forest preserve and State parks exemption be removed if State law already granted the exemption.

Chris Paluch requested that the grandfathering provision should be rewritten as "legal, existing gun ranges". If a gun range has no records of existence, that gun range should not be grandfathered.

## **PETITIONS**

### **Amended Petition 17-28 Kendall County Planning, Building and Zoning Committee**

Mr. Asselmeier summarized the request. Township review of the proposal ends May 1, 2019.

The Committee reviewed the recommendations of the Zoning Board of Appeals.

1. Bonds for site remediation should be required; specific amounts set by the County Board. Member Kellogg expressed concerns regarding setting a bond and the impact of inflation. The consensus of the Committee was to add this requirement to Section a.
2. In Section b, the National Rifle Association Standards should be the 2012 standards. The consensus of the Committee was to make this change.
3. In Section c, greater clarification of shooting angles in relation to downrange safety areas should be clarified. Members expressed concerns on the method used calculating shooting angles. The consensus of the Committee was not to include this amendment.
4. In final point under Section d.5., the downrange safety area requirement should be modified and not waived if baffling and berming is provided. The consensus of the Committee was to change the requirement to "may" instead of "shall".
5. In Section f, the firing line should be one thousand five hundred feet (1,500') instead of one thousand feet (1,000') from residential dwellings and property lines of schools, daycares, places of worship and airstrips. The difference in measurement exists because the regulation has always been that way. Discussion occurred regarding applying the measurement in rural areas with large parcels and few houses. Proposals will be reviewed on a case-by-case basis based on the neighborhood and layout of the area. The consensus of the Committee was to measure from the property line in cases of residential zoning districts; one thousand feet (1,000') from residentially zoned property.
6. In Section h, the range safety officer should be present during operational hours instead of at all times. The consensus of the Committee was to require a range safety officer be present during operational hours when discharging of firearms is taking place.
7. Any required signs should be bilingual. The consensus of the Committee was not to include this change.
8. The hours of operation should be set by the County Board. However, gun ranges should

not be operational after thirty (30) minutes from sunset.

Member Kellogg did not favor the sunset measurement. Member Purcell did not favor early morning shooting on weekends. Members Gilmour and Kellogg favored letting the County Board determine hours of operation. Discussion occurred regarding the noise regulations in relation to hours of operation. The consensus of the Committee was to keep the noise regulations unchanged and remove the thirty (30) minutes from sunset provision.

9. In Section n, the requirement that berming could be substituted for fencing was deleted. Discussion occurred regarding berming requirements. The consensus of the Committee was to allow fencing to substitute for berming.
10. Typos in Sections v and x were corrected.  
The consensus of the Committee was that typos should be corrected.
11. The consensus of the Zoning Board of Appeals was that Section x was not needed.  
The consensus of the Committee was to remove this section.

In Section a, two (2) copies of the 2012 NRA Range Source Book should be available in the Planning, Building and Zoning Department. One (1) book would remain in the office and one (1) book could be checked-out by members of the public. The consensus of the Committee was to make this change.

All references to the NRA Range Source Book shall specify the 2012 edition of the NRA Range Source Book. The consensus of the Committee was to make this change.

The exemption granted to the Forest Preserve District and State parks should be removed. The consensus of the Committee was to make this change.

Marijuana will not be allowed in shooting ranges.

Mr. Lombardo discussed the proposed flagpole, flag, and sign dimensions. The consensus of the Committee was to remove the dimensions of flagpoles, flags, and signs in Section i.

Member Kellogg made a motion, seconded by Member Gilmour, to forward the amended proposal to the Committee of the Whole and County Board. The amendments were as follows:

1. All references to the exemption of the Forest Preserve District and State of Illinois lands used for parks shall be removed.
2. In Section a, two (2) copies of the 2012 National Rifle Association Range Source Book shall be kept in the Planning, Building and Zoning Department office. One (1) of these books shall be made available to rent to the public.
3. All references to the National Rifle Association Range Source Book shall specific the 2012 edition of the book.
4. In Section a, a requirement that a bond be established for site remediation with the County Board specifying the amount shall be added.

5. In the last section under Section d.5, the downrange safety area requirement for handgun and rifle may be waived instead of shall be waived.
6. Section f shall read, "The firing line must be at least one thousand feet (1,000') from existing residential dwellings and property lines of schools, daycares, places of worship, airstrips, and residentially zoned property.
7. In Section h, the range safety officer must present during operational hours when discharging of firearms is taking place.
8. In Section i, all references to the dimensions of flagpoles, flags, and signs shall be removed.
9. Section x shall be deleted in its entirety.
10. All typographical errors mentioned by Staff shall be remedied.

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

The motion carried. This matter will go to Committee of the Whole on April 11<sup>th</sup> and the Kendall County Board on May 7<sup>th</sup>.

**NEW BUSINESS**

Request from Dan Kramer Regarding Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road-Request to Have Porta Johns and Other Temporary Bathroom Facilities Remain for the Duration of the Season Instead of Removal Within Two (2) Business Days After Each Event

Mr. Asselmeier read the memo on the subject.

Request from Dan Kramer Regarding Minor Amendments to a Special Use Permit for a Banquet Center at 1998 Johnson Road-Request to Erect the Temporary Tent Prior to May 1<sup>st</sup>.

Mr. Asselmeier read the memo on the subject.

Mr. Kramer and Member Kellogg provided information on the trailer.

Member Kellogg made a motion, seconded by Member Purcell, to allow the temporary bathroom trailer and not porta-potties to be placed on the property for the season and to allow the tent to be erected on or after April 15<sup>th</sup>.

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

The motion carried. Mr. Kramer shall submit an application for minor amendment.

Approval of Proposal from WBK Engineering for Work Related to the Submittal of the Annual Report for the 2019 NPDES – MS4 Requirements in an Amount of \$1,800 Plus Reimbursable Costs (Costs + 10%)

Mr. Asselmeier read the memo on the subject. The base fee increased from One Thousand Seven Hundred Dollars (\$1,700) to One Thousand Eight Hundred Dollars (\$1,800).

Member Purcell made a motion, seconded by Member Kellogg, to approve the contract as presented.

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

The motion carried. The proposal will go to the County Board on April 16<sup>th</sup>.

Member Purcell left at this time (7:17 p.m.)

Discussion of Alleged Planning, Building and Zoning Department Related Violations at 508 W. Route 126 (Anderson Tree Farm)

Mr. Asselmeier presented Brian Holdiman's email on the subject.

Karen Anderson explained that they have a fundraising event in February. They no longer have parties even though renting the space is still on the website. The fish dinner was not a charity event. They would need a special use permit for a banquet center if they have events more than one (1) time per year. Mr. Asselmeier will supply Ms. Anderson with a copy of the special use permit application.

Ms. Anderson said that some of the trucks paid to park at the property and some are used for storage.

No shooting has occurred on the property in the last four (4) years . Any shooting that occurred on the property was private shooting.

Approval of Setting a Date and Time for a Second Meeting of the Planning, Building and Zoning Committee in the Month of April 2019

Chairman Prochaska suggested April 30<sup>th</sup> at 8:00 a.m. The consensus of the Committee was to have the second meeting at the above date and time.

**OLD BUSINESS**

Request from Teska Associates, Inc. to Extend the Contract for Completing the Zoning Ordinance Project Update from March 29, 2019 until June 28, 2019

Mr. Hoffman stated removing duplicative sections is the only part of the project that remains unfinished. He hoped to finish his review by April 19<sup>th</sup>. A draft will be provided to the County by the end of April.

Member Kellogg made a motion, seconded by Member Gilmour, to approve the contract amendment as requested.

Yeas (3): Gilmour, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Purcell

The motion carried. The proposal will go to the County Board on April 16<sup>th</sup>.

Update on 45 Cheyenne Court

Mr. Asselmeier provided pictures of the property. The property owner has the siding ordered. The property owner will provide the Committee pictures by June 1<sup>st</sup> and hopes to complete the project August 1<sup>st</sup>. The consensus of the Committee was to set August 1<sup>st</sup> as the completion deadline provided that the property owner provides a copy of his siding order by April 30<sup>th</sup>. If proof is not provided by April 30<sup>th</sup>, the matter will be on the May 13<sup>th</sup> Planning, Building and Zoning Committee agenda.

Update on Zoning Violation at 790 Eldamain Road

Mr. Asselmeier provided pictures of the property. The consensus of the Committee was to grant the property owner a one (1) month extension.

**UPDATE FROM HISTORIC PRESERVATION COMMISSION**

Approval of Proclamation Declaring May Historic Preservation Month in Kendall County

Member Kellogg made a motion, seconded by Member Gilmour, to approve the proclamation.

Yeas (3): Gilmour, Kellogg, and Prochaska  
Nays (0): None  
Abstain (0): None  
Absent (2): Flowers and Purcell

The motion carried. The proposal will go to the County Board on May 7<sup>th</sup>.

**CORRESPONDENCE**

March 21, 2019 Email from Pete Wallers Regarding Drinking Water 1-2-3 Academy

Mr. Asselmeier read the correspondence.

March 27, 2019 Email from Dee Weinert Regarding United City of Yorkville 2018 Building Code Update

Mr. Asselmeier read the correspondence.

**PUBLIC COMMENT**

None

**COMMENTS FROM THE PRESS:**

None

## **EXECUTIVE SESSION**

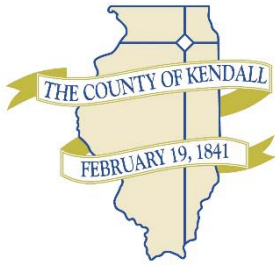
None

## **ADJOURNMENT**

Motion by Member Gilmour, seconded by Member Kellogg, to adjourn. With a voice vote of three (3) ayes, the motion carried unanimously. Chairman Prochaska adjourned the meeting at 8:09 p.m.

Minutes prepared by Matthew H. Asselmeier, AICP, Senior Planner





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning Committee

**Meeting Date:** April 8, 2019

**Amount:** \$1,800 Plus Reimbursable Costs (Costs + 10%)

**Budget:** Yes - Planning, Building and Zoning Department Consultant's Line Item (010-2-002-6363)

**Issue:** Preparation of Annual NPDES Report

**Background and Discussion:**

Kendall County is required to submit certain documents annually as required by its NPDES Permit. Attached please find the proposal from WBK for this work. The scope of work is the same as 2018. The base cost increased from One Thousand Seven Hundred Dollars (\$1,700) to One Thousand Eight Hundred Dollars (\$1,800).

**Committee Action:**

Approval

**Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP

**Department:** Planning, Building and Zoning Department

**Date:** April 9, 2019

## Proposal for NPDES MS-4 Annual Report

Kendall County | Yorkville, Illinois

March 22, 2019

Mr. Matthew Asselmeier  
Kendall County Planning, Building and Zoning  
111 W. Fox Street  
Yorkville, Illinois 60560

Dear Mr. Asselmeier:

WBK Engineering, LLC (WBK) is pleased to provide this proposal to Kendall County (Client) for professional services related to submittal of the 2019 Annual Report to the IEPA in conformance with NPDES – MS-4 requirements under ILR40. WBK looks forward to the opportunity to assist Kendall County on the preparations of the Annual Report. Included below is our understanding of the assignment, scope of services, project assumptions, and estimate of fee.

### Understanding of the Assignment

It is our understanding that the client has a current Notice of Intent (NOI) that was submitted to the IEPA in 2016 for the 2016-2017 permitting year (Year 1). We further understand the County needs to file an Annual Report with the IEPA for the 2019-2020 permitting year (Year 4) for the renewal of the MS-4 ILR40 permit and is seeking assistance with preparation of the report. The annual report will be prepared utilizing the most current IEPA forms and submitted in accordance with IEPA requirements.

### Scope of Services

#### Task 1 | Preparation of 2019 MS-4 Annual Report

WBK will prepare the MS-4 Annual Report in accordance with IEPA requirements and utilizing IEPA format for NPDES – MS-4. We will review the six minimum control measures with the County and document goals and objectives towards compliance. We expect to interview the Senior Planner and to inventory existing activities that demonstrate compliance with NPDES MS-4 requirements. We will identify activities performed by County Departments and report the same. A complete submittal will be prepared and submitted to the IEPA on behalf of the County with all supporting documentation.

### Estimate of Fees

We propose to bill you a lump sum fee of \$1,800 for the scope of services described above, plus reimbursable expenses. We establish our contract in accordance with the attached General Terms and Conditions. These General Terms and Conditions are expressly incorporated into and are made an integral part of this contract for professional services.

Please note that preparing this proposal requires the exercise of professional knowledge and judgment, and as such, this proposal remains the proprietary instrument of service of the firm WBK Engineering, LLC. No portion of this proposal may be shared with another firm providing similar services without our permission.



If this proposal is acceptable, please return one (1) signed copy to us for our files to serve as a notice to proceed. Thank you for the opportunity to provide service to Kendall County. If you have any questions, please do not hesitate to call.

Sincerely,



Patrick Kelsey, CPSS/SC  
Resource Management Practice Principal

Encl: General Terms and Conditions—Kendall County (April 4, 2016)

THIS PROPOSAL AND GENERAL TERMS & CONDITIONS ACCEPTED FOR KENDALL COUNTY:

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

DATE: \_\_\_\_\_

**WBK ENGINEERING, LLC**  
**GENERAL TERMS AND CONDITIONS WITH KENDALL COUNTY, ILLINOIS**

1. Relationship Between Engineer and Client: WBK ENGINEERING, LLC (Engineer) shall serve as Client's professional engineer consultant in those phases of the Project to which this Agreement applies. This relationship is that of a buyer and seller of professional services and as such the Engineer is an independent contractor in the performance of this Agreement and it is understood that the parties have not entered into any joint venture or partnership with the other. The Engineer shall not be considered to be the agent of the Client. Nothing contained in this Agreement shall create a contractual relationship with a cause of action in favor of a third party against either the Client or Engineer.

Furthermore, causes of action between the parties to this Agreement pertaining to acts or failures to act shall be deemed to have accrued and the applicable statute of limitations shall commence to run not later than the date of substantial completion.

2. Responsibility of the Engineer: Engineer will strive to perform services under this Agreement in accordance with generally accepted and currently recognized engineering practices and principles, and in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions. No other representation, express or implied, and no warranty or guarantee is included or intended in this Agreement, or in any report, opinion, document, or otherwise.

Notwithstanding anything to the contrary which may be contained in this Agreement or any other material incorporated herein by reference, or in any Agreement between the Client and any other party concerning the Project, the Engineer shall not have control or be in charge of and shall not be responsible for the means, methods, techniques, sequences or procedures of construction, or the safety, safety precautions or programs of the Client, the construction contractor, other contractors or subcontractors performing any of the work or providing any of the services on the Project. Nor shall the Engineer be responsible for the acts or omissions of the Client, or for the failure of the Client, any architect, engineer, consultant, contractor or subcontractor to carry out their respective responsibilities in accordance with the Project documents, this Agreement or any other agreement concerning the Project. Any provision which purports to amend this provision shall be without effect unless it contains a reference that the content of this condition is expressly amended for the purposes described in such amendment and is signed by the Engineer.

3. Changes: Client reserves the right by written change order or amendment to make changes in requirements, amount of work, or engineering time schedule adjustments, and Engineer and Client shall negotiate appropriate adjustments acceptable to both parties to accommodate any changes, if commercially possible. It is understood by Engineer that this agreement is with a government entity. As such, any further price adjustments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Client understands that the project schedule will be adjusted to accommodate the formal County procedure. The Engineer is not obligated to begin any additional work until County Board approval.
4. Suspension of Services: Client may, at any time, by written order to Engineer (Suspension of Services Order) require Engineer to stop all, or any part, of the services required by this Agreement. Upon receipt of such an order, Engineer shall immediately comply with its terms

and take all reasonable steps to minimize the costs associated with the services affected by such order. Client, however, shall pay all costs incurred by the suspension, including all costs necessary to maintain continuity and for the resumption of the services upon expiration of the Suspension of Services Order. Any costs greater than the “not to exceed” fee referenced herein and by attachments must be provided to the County in advance for approval and voted upon by the County Board prior to acceptance and expenditure. Engineer will not be obligated to provide the same personnel employed prior to suspension, when the services are resumed, in the event that the period of suspension is greater than thirty (30) days.

5. Termination: This Agreement may be terminated by either party upon thirty (30) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by Client, under the same terms, whenever Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fees, incurred by Engineer and directly resulting from the project at issue, before the termination date shall be reimbursed by Client. Upon receipt of a termination notice, Engineer shall immediately comply with its terms and take all reasonable steps to minimize the costs associated with termination of services. Client shall not be liable for those costs and expenses resulting from Engineer's failure to mitigate such losses. Further, Client shall not be responsible for salaries, overhead and fees accrued after Agreement's termination.
6. Documents Delivered to Client: Drawings, specifications, reports, and any other Project Documents prepared by Engineer in connection with any or all of the services furnished hereunder shall be delivered to the Client for the use of the Client. Engineer shall have the right to retain originals of all Project Documents and drawings for its files. Furthermore, it is understood and agreed that the Project Documents such as, but not limited to reports, calculations, drawings, and specifications prepared for the Project, whether in hard copy or machine readable form, are instruments of professional service intended for one-time use in the construction of this Project. These Project Documents are and shall remain the property of the Engineer. The Client may retain copies, including copies stored on magnetic tape or disk, for information and reference in connection with the occupancy and use of the Project.

When and if record drawings are to be provided by the Engineer, Client understands that information used in the preparation of record drawings is provided by others and Engineer is not responsible for accuracy, completeness, nor sufficiency of such information. Client also understands that the level of detail illustrated by record drawings will generally be the same as the level of detail illustrated by the design drawing used for project construction. If additional detail is requested by the Client to be included on the record drawings, then the Client understands and agrees that the Engineer will be due additional compensation for additional services.

It is also understood and agreed that because of the possibility that information and data delivered in machine readable form may be altered, whether inadvertently or otherwise, the Engineer reserves the right to retain the original tapes/disks and to remove from copies

provided to the Client all identification reflecting the involvement of the Engineer in their preparation. The Engineer also reserves the right to retain hard copy originals of all Project Documentation delivered to the Client in machine readable form, which originals shall be referred to and shall govern in the event of any inconsistency between the two.

The Client understands that the automated conversion of information and data from the system and format used by the Engineer to an alternate system or format cannot be accomplished without the introduction of inexactitudes, anomalies, and errors. In the event Project Documentation provided to the Client in machine readable form is so converted, the Client agrees to assume all risks associated therewith.

The Client recognizes that changes or modifications to the Engineer's instruments of professional service introduced by anyone other than the Engineer may result in adverse consequences which the Engineer can neither predict nor control.

7. Reuse of Documents: All Project Documents including but not limited to reports, opinions of probable costs, drawings and specifications furnished by Engineer pursuant to this Agreement are intended for use on the Project only. They cannot be used by Client or others on extensions of the Project or any other project. Any reuse, without specific written verification or adaptation by Engineer, shall be at Client's sole risk.
8. The Engineer shall have the right to include representations of the design of the Project, including photographs of the exterior and interior, among the Engineer's promotional and professional materials. The Engineer's materials shall not include the Client's confidential and proprietary information if the Client has previously advised the Engineer in writing of the specific information considered by the Client to be confidential and proprietary.
9. Standard of Practice: The Engineer will strive to conduct services under this agreement in a manner consistent with that level of care and skill ordinarily exercised by members of the profession currently practicing in the same locality under similar conditions as of the date of this Agreement.
10. Compliance with Laws: The Engineer will strive to exercise usual and customary professional care in his/her efforts to comply with those laws, codes, ordinance and regulations which are in effect as of the date of this Agreement. With specific respect to prescribed requirements of the Americans with Disabilities Act of 1990 or certified state or local accessibility regulations (ADA), Client understands ADA is a civil rights legislation and that interpretation of ADA is a legal issue and not a design issue and, accordingly, retention of legal counsel (by Client) for purposes of interpretation is advisable.

Further to the law and code compliance, the Client understands that the Engineer will strive to provide designs in accordance with the prevailing Standards of Practice as previously set forth, but that the Engineer does not warrant that any reviewing agency having jurisdiction will not for its own purposes comment, request changes and/or additions to such designs. In the event such design requests are made by a reviewing agency, but which do not exist in the form of a written regulation, ordinance or other similar document as published by the

reviewing agency, then such design changes (at substantial variance from the intended design developed by the Engineer), if effected and incorporated into the project documents by the Engineer, shall be considered as Supplementary Task(s) to the Engineer's Scope of Service and compensated for accordingly. However, Engineer acknowledges that any such compensation will be contingent upon prior submittal of costs to the County for review and approval by the Kendall County Board.

11. Affirmative Action: The Engineer is committed to the principles of equal employment opportunity. Moreover, as a government contractor bound by Executive Order 11246, Engineer takes its affirmative action obligations very seriously. Engineer states as its Policy of Affirmative Action the following:

It will be the policy of the Engineer to recruit, hire, train and promote persons in all job titles without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

All employment decisions shall be consistent with the principle of equal employment opportunity, and only job-related qualifications will be required.

All personnel actions, such as compensation, benefits, transfers, tuition assistance, social and recreational programs, etc. will be administered without regard to race, color, religion, sex, age, disability, veteran status, national origin, or any other characteristic protected by applicable law.

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

In the event of joint or concurrent negligence of Engineer and Client, each shall bear that portion of the loss or expense that its share of the joint or concurrent negligence bears to the total negligence (including that of third parties), which caused the personal injury or property damage.

Engineer shall not be liable for special, incidental or consequential damages, including, but not limited to loss of profits, revenue, use of capital, claims of customers, cost of purchased or replacement power, whether based on contract, tort, negligence, strict liability or otherwise, by reasons of the services rendered under this Agreement.

13. Opinions of Probable Cost: Since Engineer has no control over the cost of labor, materials or equipment, or over the Contractor(s) method of determining process, or over competitive bidding or market conditions, his/her opinions of probable Project Construction Cost provided for herein are to be made on the basis of his/her experience and qualifications and represent his/her judgement as a design professional familiar with the construction industry, but Engineer cannot and does not guarantee that proposal, bids or the Construction Cost will not vary from opinions of probable construction cost prepared by him/her. If prior to the Bidding or Negotiating Phase, Client wishes greater accuracy as to the Construction Cost, the Client shall employ an independent cost estimator Consultant for the purpose of obtaining a second construction cost opinion independent from Engineer.
14. Governing Law & Dispute Resolutions: This Agreement shall be governed by and construed in accordance with Articles previously set forth by (Item 9 of) this Agreement, together with the laws of the **State of Illinois**.

Any claim, dispute or other matter in question arising out of or related to this Agreement, which cannot be mutually resolved by the parties of this Agreement, shall be subject to mediation as a condition precedent to the institution of legal or equitable proceedings by either party. If such matter relates to or is the subject of a lien arising out of the Engineer's services, the Engineer may proceed in accordance with applicable law to comply with the lien notice or filing deadlines prior to resolution of the matter by mediation or by arbitration.

The Client and Engineer shall endeavor to resolve claims, disputes and other matters in question between them by mediation which, unless the parties mutually agree otherwise, shall be in accordance with the Construction Industry Mediation Rules of the American Arbitration Association currently in effect. Requests for mediation shall be filed in writing with the other party to this Agreement and with the American Arbitration Association. Mediation shall proceed in advance of legal or equitable proceedings, which shall be stayed pending mediation for a period of 60 days from the date of filing, unless stayed for a longer period by agreement of the parties or court order.

The parties shall share the mediator's fee equally. The mediation shall be held in the county where the Project is located, unless another location is mutually agreed upon. Agreements reached in mediation shall be enforceable as settlement agreements in any court having jurisdiction thereof.

15. Successors and Assigns: The terms of this Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and assigns: provided, however, that neither party shall assign this Agreement in whole or in part without the prior written approval of the other.



16. Waiver of Contract Breach: The waiver of one party of any breach of this Agreement or the failure of one party to enforce at any time, or for any period of time, any of the provisions hereof, shall be limited to the particular instance, shall not operate or be deemed to waive any future breaches of this Agreement and shall not be construed to be a waiver of any provision, except for the particular instance.
17. Entire Understanding of Agreement: This Agreement represents and incorporates the entire understanding of the parties hereto, and each party acknowledges that there are no warranties, representations, covenants or understandings of any kind, matter or description whatsoever, made by either party to the other except as expressly set forth herein or within the Proposal for Engineering Services and the Schedule of Charges, which are herein incorporated by reference. Client and the Engineer hereby agree that any purchase orders, invoices, confirmations, acknowledgments or other similar documents executed or delivered with respect to the subject matter hereof that conflict with the terms of the Agreement, Proposal for Engineering Services and the Schedule of Charges shall be null, void and without effect to the extent they conflict with the terms of this Agreement.
18. Amendment: This Agreement shall not be subject to amendment unless another instrument is duly executed by duly authorized representatives of each of the parties and entitled "Amendment of Agreement".
19. Severability of Invalid Provisions: If any provision of the Agreement shall be held to contravene or to be invalid under the laws of any particular state, county or jurisdiction where used, such contravention shall not invalidate the entire Agreement, but it shall be construed as if not containing the particular provisions held to be invalid in the particular state, country or jurisdiction and the rights or obligations of the parties hereto shall be construed and enforced accordingly.
20. Force Majeure: Neither Client nor Engineer shall be liable for any fault or delay caused by any contingency beyond their control including but not limited to acts of God, wars, fires, natural calamities.
21. Subcontracts: Engineer may subcontract portions of the work, but each subcontractor must be approved by Client in writing. Engineer hereby waives any claim of lien against subject premises on behalf of Engineer, its officers, insurers, employees, agents, suppliers and/or sub-contractors employed by this Agreement. Upon completion of the project and as a condition prior to payment in full, Engineer shall tender to Client a final waiver of lien for all subcontractors and/or suppliers.
22. Access and Permits: Client shall arrange for Engineer to enter upon public and private property and obtain all necessary approvals and permits required from all governmental authorities having jurisdiction over the Project. Client shall pay costs (including Engineer's employee salaries, overhead and fee) incident to any effort by Engineer toward assisting Client in such access, permits or approvals, if Engineer performs such services. Should such services be necessary, Engineer shall provide a written quote to Client in advance for approval.

23. Designation of Authorized Representative: Each party (to this Agreement) shall designate one or more persons to act with authority in its behalf in respect to appropriate aspects of the Project. The persons designated shall review and respond promptly to all communications received from the other party.
24. Notices: Any notice or designation required to be given to either party hereto shall be in writing, and unless receipt of such notice is expressly required by the terms hereof shall be deemed to be effectively served when deposited in the mail with sufficient first class postage affixed, and addressed to the party to whom such notice is directed at such party's place of business or such other address as either party shall hereafter furnish to the other party by written notice as herein provided.

In the case of notice to Kendall County, County Administrator, County of Kendall, 111 West Fox Street, Room 316, Yorkville, IL 60560, Fax (630) 553-4214 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois 60560, fax (630) 553-4204. And, in the case of Engineer, to: P.J. Fitzpatrick, WBK Engineering, LLC, 116 W. Main Street, Suite 201, St. Charles, IL 60174

25. Limit of Liability: The Client and the Engineer have discussed the risks, rewards, and benefits of the project and the Engineer's total fee for services. In recognition of the relative risks and benefits of the Project to both the Client and the Engineer, the risks have been allocated such that the Client agrees that to the fullest extent permitted by law, the Engineer's total aggregate liability to the Client for any and all injuries, claims, costs, losses, expenses, damages of any nature whatsoever or claim expenses arising out of this Agreement from any cause or causes, including attorney's fees and costs, and expert witness fees and costs, shall not exceed those amounts that are equal to what Engineer has retained insurance coverage for at the time of contracting. Said insurance limits at the time of contracting include: Professional Liability of \$2,000,000.00 each occurrence and \$4,000,000.00 general aggregate; General Liability of \$1,000,000.00 per occurrence and \$2,000,000.00 aggregate; Automobile Liability of \$1,000,000.00; and an Excess/Umbrella of \$10,000,000.00 per occurrence. Engineer understands that said limits on liability are based upon the coverage amounts that may be paid by his insurer and such liability limits are set irrespective of whether the insurer(s) actually pay such limits on Engineer's behalf. Engineer further understands that should insurance not provide the coverage amounts above, Engineer shall still be responsible for its liability up to the amounts listed. Such causes included but are not limited to the Engineer's negligence, errors, omissions, strict liability or breach of contract. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.
26. Client's Responsibilities: The Client agrees to provide full information regarding requirements for and about the Project, including a program which shall set forth the Client's objectives, schedule, constraints, criteria, special equipment, systems and site requirements.

The Client agrees to furnish and pay for all legal, accounting and insurance counseling services as may be necessary at any time for the Project, including auditing services which

the Client may require to verify the Contractor's Application for Payment or to ascertain how or for what purpose the Contractor has used the money paid by or on behalf of the Client.

The Client agrees to require the Contractor, to the fullest extent permitted by law, to indemnify, hold harmless, and defend the Engineer, its consultants, and the employees and agents of any of them from and against any and all claims, suits, demands, liabilities, losses, damages, and costs ("Losses"), including but not limited to costs of defense, arising in whole or in part out of the negligence of the Contractor, its subcontractors, the officers, employees, agents, and subcontractors of any of them, or anyone for whose acts any of them may be liable, regardless of whether or not such Losses are caused in part by a party indemnified hereunder. Specifically excluded from the foregoing are Losses arising out of the preparation or approval of maps, drawings, opinions, reports, surveys, change orders, designs, or specifications, and the giving of or failure to give directions by the Engineer, its consultants, and the agents and employees of any of them, provided such giving or failure to give is the primary cause of Loss. The Client also agrees to require the Contractor to provide to the Engineer the required certificate of insurance.

The Client further agrees to require the Contractor to name the Engineer, its agents and consultants as additional insureds on the Contractor's policy or policies of comprehensive or commercial general liability insurance. Such insurance shall include products and completed operations and contractual liability coverages, shall be primary and noncontributing with any insurance maintained by the Engineer or its agents and consultants, and shall provide that the Engineer be given thirty days, unqualified written notice prior to any cancellation thereof.

When Contract Documents prepared under the Scope of Services of this contract require insurance(s) to be provided, obtained and/or otherwise maintained by the Contractor, the Client agrees to be wholly responsible for setting forth any and all such insurance requirements. Furthermore, any document provided for Client review by the Engineer under this Contract related to such insurance(s) shall be considered as sample insurance requirements and not the recommendation of the Engineer. Client agrees to have their own risk management department review any and all insurance requirements for adequacy and to determine specific types of insurance(s) required for the project. Client further agrees that decisions concerning types and amounts of insurance are specific to the project and shall be the product of the Client. As such, any and all insurance requirements made part of Contract Documents prepared by the Engineer are not to be considered the Engineer's recommendation, and the Client shall make the final decision regarding insurance requirements.

27. Information Provided by Others: The Engineer shall indicate to the Client the information needed for rendering of the services of this Agreement. The Client shall provide to the Engineer such information as is available to the Client and the Client's consultants and contractors, and the Engineer shall be entitled to rely upon the accuracy and completeness thereof. The Client recognizes that it is impossible for the Engineer to assure the accuracy, completeness and sufficiency of such information, either because it is impossible to verify,

or because of errors or omissions which may have occurred in assembling the information the Client is providing.

28. Payment: Client shall be invoiced once each month for work performed during the preceding period. Payment shall be made in accordance with the Illinois Local Government Prompt Payment Act, as amended (50 ILCS 505/1 et seq.)
29. When construction observation tasks are part of the service to be performed by the Engineer under this Agreement, the Client will include the following clause in the construction contract documents and Client agrees not to modify or delete it:

Kotecki Waiver: Contractor (and any subcontractor into whose subcontract this clause is incorporated) agrees to assume the entire liability for all personal injury claims suffered by its own employees, including without limitation claims under the **Illinois** Structural Work Act, asserted by persons allegedly injured on the Project; waives any limitation of liability defense based upon the Worker's Compensation Act, court interpretations of said Act or otherwise; and to the fullest extent permitted by law, agrees to indemnify and hold harmless and defend Owner and Engineer and their agents, employees and consultants (the "Indemnitees") from and against all such loss, expense, damage or injury, including reasonable attorneys' fees, that the Indemnitees may sustain as a result of such claims, except to the extent that **Illinois** law prohibits indemnity for the Indemnitees' own negligence. The Owner and Engineer are designated and recognized as explicit third-party beneficiaries of the Kotecki Waiver within the general contract and all subcontracts entered into in furtherance of the general contract.

30. Job Site Safety/Supervision & Construction Observation: The Engineer shall neither have control over or charge of, nor be responsible for, the construction means, methods, techniques, sequences of procedures, or for safety precautions and programs in connection with the Work since they are solely the Contractor's rights and responsibilities. The Client agrees that the Engineer has no responsibility to supervise and direct the work; and that the Contractor shall be solely responsible for the means, methods, techniques, sequences and procedures of construction and safety at the job site. The Client agrees that this intent shall be carried out in the Client's contract with the Contractor. The Client further agrees that the Contractor shall be contracted with to be responsible for initiating, maintaining and supervising all safety precautions and programs in connection with the work; and that the Contractor shall be required to take all necessary precautions for the safety of, and shall provide the necessary protection to prevent damage, injury or loss to all employees on the subject site and all other persons who may be affected thereby. The Engineer shall have no authority to stop the work of the Contractor or the work of any subcontractor on the project. Nothing within this paragraph shall be construed to constitute a warranty or guarantee as to the safety of the services the Contractor shall perform or to intimate the existence of a duty for providing indemnification or shared liability on behalf of the County for any actions, inactions or failures of contractors to provide proper safety precautions in the performance of their work.

When construction observation services are included in the Scope of Services, the Engineer shall visit the site at intervals appropriate to the stage of the Contractor's operation, or as otherwise agreed to by the Client and the Engineer to: 1) become generally familiar with and to keep the Client informed about the progress and quality of the Work; 2) to strive to bring to the Client's attention defects and deficiencies in the Work and; 3) to determine in general if the Work is being performed in a manner indicating that the Work, when fully completed, will be in accordance with the Contract Documents. However, the Engineer shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the Work. If the Client desires more extensive project observation, the Client shall request that such services be provided by the Engineer as Additional and Supplemental Construction Observation Services in accordance with the terms of this Agreement.

The Engineer, and the Client, shall not be responsible for any acts or omissions of the Contractor, subcontractor, any entity performing any portions of the Work, or any agents or employees of any of them. The Engineer and the Client do not guarantee the performance of the Contractor and shall not be responsible for the Contractor's failure to perform its Work in accordance with the Contract Documents or any applicable laws, codes, rules or regulations.

When municipal review services are included in the Scope of Services, the Engineer (acting on behalf of the municipality), when acting in good faith in the discharge of its duties, shall not thereby render itself liable personally and is, to the maximum extent permitted by law, relieved from all liability for any damage that may accrue to persons or property by reason of any act or omission in the discharge of its duties. The Engineer shall be entitled to all defenses and municipal immunities that are, or would be, available to the Client.

31. Insurance and Indemnification: The Engineer and the Client understand and agree that the Client will contractually require the Contractor to defend and indemnify the Engineer and/or any subconsultants from any claims arising from the Work. The Engineer and the Client further understand and agree that the Client will contractually require the Contractor to procure commercial general liability insurance naming the Engineer as an additional named insured with respect to the work. The Contractor shall be required to provide to the Client certificates of insurance evidencing that the contractually required insurance coverage has been procured. However, the Contractor's failure to provide the Client with the requisite certificates of insurance shall not constitute a waiver of this provision by the Engineer.

32. Hazardous Materials/Pollutants: Unless otherwise provided by this Agreement, the Engineer and Engineer's consultants shall have no responsibility for the discovery, presence, handling, removal or disposal of or exposure of persons to hazardous materials/pollutants in any form at the Project site, including but not limited to mold/mildew, asbestos, asbestos products, polychlorinated biphenyl (PCB) or other toxic/hazardous/pollutant type substances.

Furthermore, Client understands that the presence of mold/mildew and the like are results of prolonged or repeated exposure to moisture and the lack of corrective action. Client also understands that corrective action is an operation, maintenance and repair activity for which the Engineer is not responsible.

33. Non-Discrimination: Engineer, 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.
34. Compliance With State and Federal Laws: Engineer agrees to comply with all applicable federal, state and local laws and regulatory requirements and to secure such licenses as may be required for its employees and to conduct business in the state, municipality, county and location. Such obligation includes, but is not limited to, environmental laws, civil rights laws, prevailing wage and labor laws.
35. Authority To Execute Agreement: The County of Kendall and Engineer each hereby warrant and represent that their respective signatures set forth in the attached Proposal for Engineering Services have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.
36. Venue: The parties agree that the venue for any legal proceedings between them shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.
37. Non-Appropriation: In the event Kendall County is in default under the Agreement because funds are not appropriated for a fiscal period subsequent to the one in which the Agreement was entered into which are sufficient to satisfy all or part of the County's obligations under this Agreement during said fiscal period, the County agrees to provide prompt written notice of said occurrence to Engineer. In the event of a default due to nonappropriation of funds,

both parties have the right to terminate the Agreement upon providing thirty (30) days written notice to the other party. No additional payments, penalties and/or early termination charges shall be required upon termination of the Agreement.

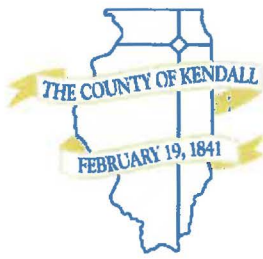
38. Insurance. Engineer will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to Kendall County at the address set forth herein. Before starting work hereunder, Engineer shall deposit with Subscriber certificates evidencing the insurance it is to provide hereunder: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where the work is being performed, (b) Employer's comprehensive general liability insurance for both personal injury and property damage

in the minimum amount of \$1,000,000 per occurrence, and \$2,000,000 per aggregate per project, (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit, (d) Minimum umbrella occurrence insurance of \$5,000,000 per occurrence and \$5,000,000 aggregate, (e) Professional liability insurance in the minimum amount of \$1,000,000 combined single limit. Kendall County shall be named as Additional Insureds on a Primary and Non-Contributory basis with respect to the general liability, business auto liability and excess liability insurance, as well as a waiver of subrogation with respect to the general liability and workers' compensation in favor of Kendall County. Also, Kendall County and shall be designated as the certificate holders.

39. Certification: Engineer certifies that Engineer, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotating) or as a result of a violation of 820 ILCS 130/1 et seq. (the Illinois Prevailing Wage Act).
40. Drug Free Workplace: Engineer and its consultants, employees, contractors, subcontractors, and agents agree to comply with all provisions of the Substance Abuse Prevention on Public Works Act, 820 ILCS 265/1 et seq. and the Illinois Drug Free Workplace Act, 30 ILCS 580/1 et seq.
41. Prevailing Wage: 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.state.il.us/agency/idol/rates/rates.html>. 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.
42. Both parties affirm no Kendall County officer or elected official has a direct or indirect pecuniary interest in WBK or this Agreement, or, if any Kendall County officer or elected official does have a direct or indirect pecuniary interest in WBK or this Agreement, that interest, and the procedure followed to effectuate this Agreement has and will comply with 50 ILCS 105/3.

43. Employment of Illinois Workers on Public Works Act. If at the time the Contract Documents are executed, or if during the term of the Contract Documents, there is a period of excessive unemployment in Illinois as defined in the Employment of Illinois Workers on Public Works Act, 30 ILCS 570/0.01 et seq., (hereinafter referred to as “the Act”), Engineer, its consultants, contractors, subcontractors and agents agree to employ Illinois laborers on this Project in accordance with the Act. Engineer understands that the Act defines (a) “period of excessive unemployment” as “as any month following two consecutive calendar months during which the level of unemployment in the State of Illinois has exceeded 5%, as measured by the United States Bureau of Labor Statistics in its monthly publication of employment and unemployment figures”, and (b) “Illinois laborer” as “any person who has resided in Illinois for at least thirty (30) days and intends to become or remain an Illinois resident.” See 30 ILCS 570/1. Engineer understands and agrees that its failure to comply with this provision of the Contract Documents may result in immediate termination of the Contract Documents.
44. Engineer agrees to comply with The Davis Bacon Act – 40 U.S. C. 3141 et seq. as may be necessary. The Davis-Bacon and Related Acts, apply to contractors and subcontractors performing on federally funded or assisted contracts in excess of \$2,000 for the construction, alteration, or repair (including painting and decorating) of public buildings or public works. Davis-Bacon Act and Related Act contractors and subcontractors must pay their laborers and mechanics employed under the contract no less than the locally prevailing wages and fringe benefits for corresponding work on similar projects in the area. The Davis-Bacon Act directs the Department of Labor to determine such locally prevailing wage rates. The DavisBacon Act prevailing wage provisions apply to the “Related Acts,” under which federal agencies assist construction project through grants, loans, loan guarantees, and insurance. Examples of the related Acts are the American Recovery and Reinvestment Act of 2009, the Federal-Aid Highway Acts, the Housing and Community Development Act of 1974, and the Federal Water Pollution Control Act.





# Kendall County Agenda Briefing

**Committee:** Planning, Building and Zoning

**Meeting Date:** April 8, 2019

**Amount:** N/A

**Budget:** N/A

**Issue:** Request from Teska Associates, Inc. to Extend the Contract for Completing the Zoning Ordinance Project Update from March 29, 2019, until June 28, 2019

**Background and Discussion:**

On October 16, 2018, the Kendall County Board approved a contract with Teska Associates, Inc. for their services to merge the Kendall County Zoning Ordinance into one searchable document and correcting typographical and citation errors. Section F of this contract required the estimated completion date of the project to be March 29, 2019. A copy of the agreement is attached.

On March 26, 2019, Mike Hoffman from Teska Associates, Inc. requested a three (3) month extension.

At the April 8, 2019, Planning, Building and Zoning Committee, Mike Hoffman reported that the project is nearly completed and he hopes to have a draft to the Kendall County Planning, Building and Zoning Department by the end of April.

**Committee Action:**

Approval

**Staff Recommendation:**

Approval

**Prepared by:** Matthew H. Asselmeier, AICP

**Department:** Planning, Building and Zoning

**Date:** April 9, 2019

HAM 18-29

**AGREEMENT BETWEEN  
KENDALL COUNTY  
AND  
TESKA ASSOCIATES, INC.**

This AGREEMENT made and entered into this 16 day of October, 2018 by and between Kendall County, Illinois, a unit of local government, with its principal office located at 111 West Fox Street, Yorkville, IL 60560-1498, hereinafter referred to as the "CLIENT" and Teska Associates, Inc., an Illinois Corporation with offices at 627 Grove Street, Evanston, Illinois 60201 and 24103 West Lockport Street, Plainfield, IL 60544, hereinafter referred to as the "CONSULTANT".

WITNESSETH:

WHEREAS, the CLIENT desires to engage the services of the CONSULTANT to furnish professional and technical assistance in connection with updating the Kendall County Zoning Ordinance for CLIENT, hereinafter referred to as the "PROGRAM", and the CONSULTANT has signified its willingness to furnish professional and technical services as outlined in this Agreement to the CLIENT:

NOW THEREFORE, the parties hereto do mutually agree as follows:

- A. The recitals set forth above are hereby incorporated by reference as if set forth fully herein.
- B. Scope of Consultant's Services

The CONSULTANT agrees to commence work upon execution of this AGREEMENT, and to perform those PROGRAM services outlined in Attachment "A", a copy of which is attached hereto and incorporated in this Agreement, utilizing the degree of skill and care exercised by practicing professionals performing similar services under similar conditions.

- C. Services to be provided by the CLIENT

If any information, data, reports, records and maps are existing and available and are useful for carrying out the work on this PROJECT, the CLIENT shall promptly furnish this material to the CONSULTANT. CONSULTANT shall be entitled to rely upon the accuracy and completeness of all information provided by the CLIENT and the CLIENT shall obtain any information reasonably necessary for the CONSULTANT to perform its work under this Agreement. The CLIENT will be responsible for the organization and conduct of all meetings necessary to carry out the PROGRAM services described in Attachment "A".

The CLIENT designates **Mathew Asselmeier, Senior Planner**, to act as its representative with respect to the work to be performed under this Agreement, and such person shall have authority to transmit instructions, receive information, interpret and define the CLIENT's policies and provide decisions in a timely manner pertinent to the work covered by this Agreement until the CONSULTANT has been advised in writing by the CLIENT that such authority has been revoked. The CONSULTANT shall assign **Mike Hoffman as Project Manager** with respect to the work to be performed under this agreement.

D. Compensation

The CONSULTANT shall be compensated for services on the basis of hourly billing rates for professional and technical staff time devoted to the PROGRAM, plus reimbursement for reasonable and necessary directly-related expenses of travel (including use of automobiles at \$0.545 per mile and tolls), and reproduction costs. The billing rates for professional staff are:

Mike Hoffman	\$150/hour
Other Principals	\$150 -- \$190/hour
Senior Associates	\$115 - \$125/hour
Associates	\$100 -- \$110/hour

Any additional expenses incurred by the CONSULTANT related to this Agreement, which CONSULTANT seeks reimbursement from CLIENT but are not expressly set forth above, must be pre-approved in writing by CLIENT. Based upon the Scope of Services in Attachment A, the maximum compensation for this PROGRAM (including all hourly billing rates and reimbursable expenses) will not exceed \$8,000. CLIENT shall not be responsible for payment of any hourly billing and expenses incurred by CONSULTANT that exceeds the maximum \$8,000 amount. An accurate accounting of the hours and expenses incurred on the assignment shall be kept by the CONSULTANT and the CLIENT will be invoiced accordingly as set forth in Section E.

E. Method of Payment

Method of payment shall be as follows: The CONSULTANT shall submit monthly invoices no later than the 15<sup>th</sup> day of each month for all costs incurred on the PROJECT during the billing period. Invoices are subject to the requirements of the Local Government Prompt Payment Act of the State of Illinois.

If CLIENT objects to any portion of an invoice, CLIENT shall notify the CONSULTANT in writing within ten (10) calendar days of receipt of the invoice. The CLIENT shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with the Illinois Local Government Prompt Payment Act.

To the extent permitted by law, if the CLIENT fails to make any payment due the CONSULTANT within sixty (60) days from receipt of the invoice, the CONSULTANT may, after giving seven business days' written notice to the CLIENT, suspend services under this AGREEMENT until it has been paid in full all amounts due.

F. Time of Performance

Work shall proceed in a timely manner according to mutually acceptable scheduling adopted between the CLIENT and CONSULTANT. The services of the CONSULTANT will begin upon delivery to the CONSULTANT of an executed copy of this Agreement and shall continue through completion of the PROGRAM. The parties hereby affirm their understanding and agreement that CONSULTANT's estimated completion date for the PROGRAM is March 29, 2019.

G. Excusable Delays

Neither party will be responsible to the other for damage, loss, injury, or interruption of work if the damage, loss, injury, or interruption of work is caused solely by conditions that are beyond the reasonable control of the parties, and without the intentional misconduct or negligence of that party (hereinafter referred to as the "force majeure event"). Such force majeure events include: acts of God or of the public enemy, acts of the government in its sovereign capacity, fires, explosions or other acts resulting in mass casualties, floods, vandalism, riots, war, public health epidemics, and public health quarantine restrictions.

H. Termination

The CLIENT and the CONSULTANT shall have the right to terminate the Agreement by written notice delivered to the other party at least thirty (30) days prior to the specified effective date of such termination. In such event, all finished and unfinished documents prepared by the CONSULTANT under the Agreement shall become the property of the CLIENT. CONSULTANT shall promptly return all of the CLIENT's property upon the termination of this Agreement at no additional cost to CLIENT. CLIENT acknowledges that incomplete documents are not represented by CONSULTANT as suitable for any use or purpose. CLIENT shall reimburse CONSULTANT only for those services completed prior to the Agreement's termination date. Upon receipt of termination notice,

CONSULTANT shall immediately comply with its terms and take all reasonable steps to minimize costs associated with early termination of services. CLIENT shall not be liable for those costs and expenses resulting from CONSULTANT's failure to mitigate such losses. Further, CLIENT shall not be liable for any early termination penalties/charges.

I. Remedies

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. In awarding attorneys' fees, the court shall not be bound by any court fee schedule, but shall, in the interest of justice, award the full amount of costs, expenses, and attorneys' fees paid or incurred in good faith. The parties understand and agree that, in the event CONSULTANT recovers interest and/or court-related expenses in a collection proceeding against CLIENT under the terms of this Agreement, said interest and court-related expenses shall be included in the maximum \$8,000 budget cap set forth in Paragraph D above.

J. Choice of Law and Venue

This Agreement shall be constructed in accordance with the law and Constitution of the State of Illinois and if any provision is invalid for any reason, such invalidations shall not render invalid other provisions which can be given effect without the invalid provision. The parties agree that the venue for any legal proceedings between them relating to this Agreement shall be the Circuit Court of Kendall County, Illinois, Twenty-Third Judicial Circuit, State of Illinois.

K. Conflict of Interest

The CONSULTANT certifies that to the best of his knowledge, no CLIENT's employee or agent interested in the Agreement has any direct or indirect pecuniary interest in the business of the CONSULTANT or the Agreement, and that no person associated with the CONSULTANT has any interest that would conflict in any manner or degree with the performance of the Agreement.

L. Changes

Any modifications to this Agreement must be approved in writing and signed by all parties to this Agreement. The CLIENT may, from time to time, require or request changes in the scope or deadline of services of the CONSULTANT to be performed hereunder. Such changes, including any appropriate increase or decrease in the amount of compensation, which are mutually agreed upon by and between the CLIENT and the CONSULTANT, shall be incorporated in written amendments to this Agreement.

M. Assignment

Neither party shall assign, sublet, sell, or transfer its interest in this Agreement without the prior written consent of the other party.

N. Non-Discrimination

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

O. Certification

CONSULTANT certifies that CONSULTANT, its parent companies, subsidiaries, and affiliates are not barred from entering into this Agreement as a result of a violation of either 720 ILCS 5/33E-3 or 5/33E-4 (bid rigging or bid rotation) or as a result of a violation of 820 ILCS 130/1 *et seq.* (the Illinois Prevailing Wage Act). CONSULTANT further certifies that by signing this Agreement that CONSULTANT, its parent companies, subsidiaries, and affiliates have not been convicted of, or are not barred for attempting to rig bids, price-fixing, or attempting to fix prices as defined in the Sherman Anti-Trust Act and Clayton Act 15 U.S.C. §1 *et seq.*; and has not been convicted of or barred for bribery or attempting to bribe an officer or employee of a unit of state or local government or school district in the State of Illinois in that officer's or employee's official capacity. Nor has CONSULTANT made an admission of guilt of such conduct that is a matter of record, nor has any official, officer, agent or employee of the CONSULTANT been so conflicted nor made such an admission.

P. Indemnification and Hold Harmless

The CONSULTANT shall indemnify, hold harmless, and defend with counsel of the CLIENT's own choosing, the CLIENT, its past, present, and future elected officials,

officers, employees, insurers, and agents (hereinafter collectively referred to as "CLIENT") from and against all claims, suits, causes of action proceedings, set-offs, liens, attachments, debts, damages, costs, liabilities, and expenses, including costs, reasonable attorneys' fees and expenses 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 the Agreement and any breach by CLIENT of any representations or warranties made within the Agreement (collectively, the "CLAIMS"), to the extent such Claims result from the performance of this Agreement by CONSULTANT or those Claims are due to any act or omission, neglect, willful acts, errors, omissions or misconduct of CONSULTANT in its performance of its services under this Agreement.

Nothing contained herein shall be construed as prohibiting CLIENT 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 Illinois law, 55 ILCS 5/3-9005, any attorney representing CLIENT under this paragraph must be one that is approved by the Kendall County State's Attorney and has been appointed as a Special Assistant State's Attorney. The CLIENT's participation in its defense shall not remove CONSULTANT's duty to indemnify, defend, and hold the CLIENT harmless, as set forth above.

CLIENT does not waive its defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) by reason of indemnification or insurance. Indemnification shall survive the termination of this Agreement.

Q. Insurance

The CONSULTANT shall maintain and keep in force during the term of this Agreement all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the insurance carrier to CLIENT. Before starting work hereunder, CONSULTANT shall deposit with CLIENT certificates evidencing the insurance it is to provide hereunder:

Commercial General Liability

General Aggregate Limit	\$4,000,000
Products-Completed Operation Aggregate	\$4,000,000
Each Occurrence Limit	\$2,000,000
Medical expense Limit	\$10,000
Auto - Combined Single Limits (each Accident)	\$1,000,000

Excess/Umbrella Liability	\$1,000,000
Workers Compensation (statutory limits)	\$1,000,000

Client shall be named as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all liability and workers' compensation policies must include a waiver of subrogation in favor of CLIENT. CLIENT shall also be designated as the certificate holder. CLIENT's failure to demand such certificate of insurance shall not act as a waiver of CONSULTANT's obligation to maintain the insurance required under this Agreement. The insurance required under this Agreement does not represent that coverage and limits will necessarily be adequate to protect CONSULTANT, nor be deemed as a limitation on CONSULTANT'S liability to CLIENT in this Agreement.

R. Notice

Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received, in the case of notice to CLIENT, Attention: Kendall County Clerk, 111 W. Fox Street, Yorkville, Illinois 60560, fax (630) 553-4119 with copy sent to: Kendall County State's Attorney, 807 John Street, Yorkville, Illinois, 60560, fax (630) 553-4204. And, in the case of CLIENT, to: 627 Grove Street, Evanston, Illinois 60201, fax (847) 869-2059.

S. Independent Contractor Relationship

It is understood and agreed that CONSULTANT is an independent contractor and is not an employees of, partner of, or agent of, or in a joint venture with CLIENT. CONSULTANT understands and agrees that CONSULTANT is solely responsible for paying all wages, benefits, and any other compensation due and owing to CONSULTANT's officers, employees, and agents for the performance of services set forth in the Agreement. CONSULTANT further understands and agrees that CONSULTANT is solely responsible for making all payroll deductions and other tax and wage withholdings pursuant to state and federal law for CONSULTANT's officers, employees and/or agents who perform services as set forth in the Agreement. CONSULTANT also acknowledges its obligation to obtain appropriate insurance coverage for the benefit of CONSULTANT's officers, employees and agents agrees that Kendall County is not responsible for providing any insurance coverage for the benefit of CONSULTANT, CONSULTANT's officers, employees and agents.



T. Entire Agreement

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

U. Counterparts

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

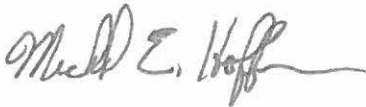
V. Authority to Execute Agreement

CLIENT and CONSULTANT each hereby warrant and represent that their respective that their respective signatures set forth below have been and are on the date of this Agreement duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

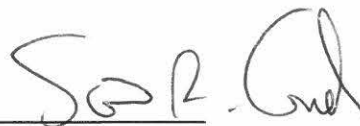
IN WITNESS WHEREOF, the CLIENT and the CONSULTANT have executed this Agreement on the date and year first above written.

CONSULTANT:  
TESKA ASSOCIATES, INC.

CLIENT:  
KENDALL COUNTY



BY: \_\_\_\_\_  
Michael E. Hoffman  
Vice President



BY: \_\_\_\_\_  
Scott R. Gryder  
Chairman of the Kendall County Board

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

Date: 10/16/18

## ATTACHMENT A

### SCOPE OF PROGRAM SERVICES

CONSULTANT will assist CLIENT in review and revision to the Kendall County Zoning Ordinance (“Code”). This effort would update the Code to accomplish the following:

- Verify, and adjust as needed, all cross-references in the Code.
- Consolidate the Code into one document (rather than the existing multiple separate chapters)
- Check for, and edit as needed, other existing typos in the Code
- Eliminate duplicate sections of the Code with the enhanced cross-references
- Enhance the use of the PDF version of the Code by:
  - Providing a ‘clickable-link’ to all defined terms;
  - Making cross-references ‘clickable’ to that section of the Code;
  - Creating a table of contents that is ‘clickable’ to the relevant section of the Code.

The following process will be used to accomplish this effort:

1. **Kick-off Meeting** - Meeting with CLIENT’s staff to review the scope, timeline, and any additional concerns with the existing code not noted above that could aid in the use of the Code.
2. **Code Updating** – CONSULTANT will edit and enhance the Code as noted above and provide an electronic draft for CLIENT’s staff to review.
3. **Additional Edits** – Based on comments from CLIENT’s staff and elected officials, CONSULTANT will complete additional edits as needed to complete the Code update.

All initial work will be done using Microsoft Word and Adobe Acrobat, and all original files will be provided to the CLIENT upon completion of the PROGRAM. No files shall be locked for editing and CLIENT shall have the ability to edit the document at no additional cost.

CONSULTANT will provide training and procedure to CLIENT for updating the Code.

**COUNTY OF KENDALL, ILLINOIS**  
**ADMIN HR MEETING**  
**County Office Building**  
**111 W. Fox Street, Room 210; Yorkville**  
**Monday April 1, 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		5:40pm	
Matthew Prochaska	Here		
Robyn Vickers	Here		

**Others in Attendance:** Bob Jones, Scott Koeppel, Laura Czekanski-The Horton Group, Todd Gianvito-CHC Wellbeing, Samantha Voltz-CHC Wellbeing

**APPROVAL OF AGENDA** – Motion made by Member Prochaska second by Member Gilmour 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 20<sup>th</sup>, 2019 minutes. **With four members voting aye, the minutes were approved by a 4-0 vote.**

**DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS**

*Administration Department-* Mr. Koeppel briefed the Board on insurance implications for the Dental Clinic at the Health Department. Costs for covering the dental equipment would be nominal. Coverage for a Dental Hygienist would be about \$250 a year. The County cannot cover the Dentist. They would have to obtain their own coverage.

The Kencom Agreement for IT services was sent for legal review. Direction is needed as the amendment would be to an outdated Treasury & Administration Agreement which references the handbook and other administrative factors that have changed. Also, this IT Services Agreement and the Treasury & Administrative Agreement have separate termination dates and terms for renewal. They can either be separated or could be adjusted into one agreement. The Committee agreed to have two separate agreements. Mr. Koeppel will bring two separate agreements for review.

**PUBLIC COMMENT** - None

## COMMITTEE BUSINESS

- *Wellness Program Presentation by CHC Wellbeing* - Laura Czekanski from the Horton Group introduced Todd Gianvito and Samantha Voltz from CHC Wellbeing to review a potential Wellness Program for County employees. Mr. Gianvito and Ms. Voltz reviewed the online portal, reward systems, nutrition, health and financial wellbeing classes and a potential health screening program. They also reviewed a discounted fitness tracker program. Member Gryder asked about the data from the screenings. Ms. Voltz indicated that only aggregate data would be used. Also, participants would be informed via HIPPA what exactly would be shared and permission needs to be granted. Mr. Jones asked if the current physical affidavit for the health insurance discount program could be administered through this program. Ms. Voltz confirmed that it could. Mr. Koeppel asked if the Committee wanted the State's Attorney to include the Wellness Program in union negotiations. Member Flowers indicated that the program would be great for all employees, so getting the unions on board is key. Member Gryder thought at the very least we should start with non-union employees.
- *Kendall Area Transit Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement* – Mike Neuenkirchen from Kendall Area Transit (KAT) indicated that they are preparing for fiscal year 2020. The 5311 grant would be for \$1,109,000 from the State of Illinois and \$55,000 from the Federal government. As part of the process the attached resolution and public hearing needs to come to this committee and be approved by the County Board. Motion made by Member Gilmour second by Member Prochaska to forward the resolution to the County Board. **With five members voting aye, the resolution was approved to be forwarded by a 5-0 vote**
- *Discussion of Monthly Meeting Dates & Times* – Member Flowers explained that the State's Attorney is not inclined to send staff to the Admin HR Meetings even if it is moved to during the work day. So both monthly meetings would remain at their current time of 5:30pm.
- *Discussion of Employee Recognition* – Mr. Koeppel explained that Administrative Services received a request from an ROE employee about the Employee Recognition Program. Research shows that an employee was recognized in 2013. Member Gryder asked what was the criteria for recognition. Mr. Koeppel stated it was years of service determined by IMRF and payroll records. Member Vickers thought recognition should be given to those on our payroll. Member Gryder agreed, if ROE would like to recognize their employees at a County Board Meeting that could be arranged, however recognition should be limited to employees on the County payroll. **There was consensus from the committee to recognize employees on the County's payroll for years of service.**

**EXECUTIVE SESSION** – Not needed

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

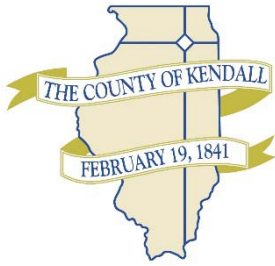
**ACTION ITEMS FOR COUNTY BOARD**

- *Kendall Area Transit Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement - April 16<sup>th</sup> County Board Meeting*

**ADJOURNMENT** – Member Vickers made a motion to adjourn the meeting, second by Member Prochaska. **With five members voting aye, the meeting was adjourned at 6:44 p.m.**

Respectfully Submitted,

Mera Johnson  
HR Risk Management & Compliance Coordinator



# Kendall County Agenda Briefing

**Committee:** Admin HR

**Meeting Date:** April 1, 2019

**Amount:**

**Budget:**

**Issue:** Kendall Area Transit (KAT) Resolution Authorizing the Execution and Amendment of Section 5311 Grant Agreement

**Background and Discussion:**

KAT receives a grant from the State of Illinois and the Federal government annually. The attached resolution is for the funds for fiscal year 2020 . \$1,109,000 in State funds and \$55,000 in Federal funds. As part of the process there needs to be a resolution and public hearing for Board to approval.

**Committee Action:**

Motion made by Member Gilmour second by Member Prochaska to forward the resolution to the County Board. With five members voting aye, the resolution was approved by a 5-0 vote.

**Staff Recommendation:**

**Prepared by:** Mera Johnson

**Department:** Administrative Services

**Date:** April 1, 2019

RESOLUTION AUTHORIZING EXECUTION AND AMENDMENT OF  
SECTION 5311 GRANT AGREEMENT

WHEREAS, the provision of public transit service is essential to the transportation of persons in the non-urbanized area; and

WHEREAS, 49 U.S.C. § 5311 ("Section 5311"), makes funds available to the State of Illinois to help offset certain operating deficits and administrative expenses of a system providing public transit service in non-urbanized areas; and

WHEREAS, the State of Illinois, acting by and through the Illinois Department of Transportation, is authorized by 30 ILCS 740/3-1 et seq. to provide the Section 5311 grant; and

WHEREAS, grants for said funds will impose certain obligations upon the recipient, including the provision by it of the local share of funds necessary to cover costs not covered by funds provided under Section 5311.

NOW, THEREFORE, BE IT RESOLVED BY THE GOVERNING BOARD OF KENDALL COUNTY:

- Section 1. That Kendall County finds that the Kendall Area Transit project is consistent with official plans for developing the community.
- Section 2. That an application be made to the Office of Intermodal Project Implementation, Department of transportation, State of Illinois, for a financial assistance grant under Section 5311 for fiscal year 2020 for the purpose of off-setting a portion of the Public Transportation Program operating deficits of Kendall County.
- Section 3. That while participating in said operating assistance program, Kendall County will provide all required local matching funds.
- Section 4. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County such application.
- Section 5. That the Kendall County Board acknowledges the Acceptance of Special Warranty, and understands as a condition of receipt of funds under 49 U.S.C. 5311 funds, that 49 U.S.C. 5311(b) requires fair and equitable arrangement must be made to protect the interest of employees affected by assistance.
- Section 6. That the Kendall County Board Chairman of the Kendall County Kendall County Board is authorized to furnish such additional information as may be required by the Office of Intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.
- Section 7. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized and directed to execute and file on behalf of Kendall County a Section 5311 Grant Agreement ("Agreement") with the Illinois Department of Transportation, and amend such Agreement, if necessary, in order to obtain grant assistance under the provisions of Section 5311 for fiscal year 2020.

Section 8. That the Kendall County Administrator of Kendall County is authorized to furnish such additional information as may be required by the Office of intermodal Project Implementation and the Federal Transit Administration in connection with the aforesaid application for said grant.

Section 9. That the Kendall County Board Chairman of the Kendall County Kendall County Board is hereby authorized to provide such information and to file such documents as may be required to perform the Agreement and to receive the grant for fiscal year 2020.

PRESENTED and ADOPTED this 16th day of April.

Approved:

Attest:

X

X

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Scott R. Gryder, County Board Chairman

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Debbie Gillette, County Clerk and Recorder





**To:** Scott Koeppel  
Latreese Caldwell

**From:** Mike Neuenkirchen, Program Director, KAT

**Date:** April 11, 2019

**RE: SFY20 5311 Application and Resolution**

The Voluntary Action Center, in conjunction with Kendall County Administration, is preparing an application on behalf of Kendall Area Transit to secure up to \$55,578.00 in Federal and \$1,109,226.00 in State of Illinois transit operating assistance. As part of the process, IDOT requires the Kendall County Board to pass a resolution that authorizes the submittal of an application for the project.

This grant, under the auspices of the Federal Transit Administration's 5311 program, offers transit operators in rural counties the ability to receive reimbursement for the costs involved in providing transportation for public ridership in the KAT service area.

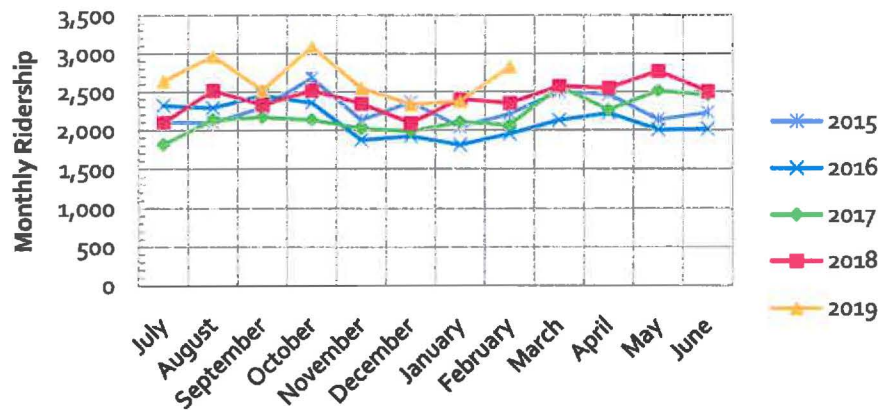
I have included historical KAT ridership growth information for reference.

If you have any questions regarding this grant application, please contact me.

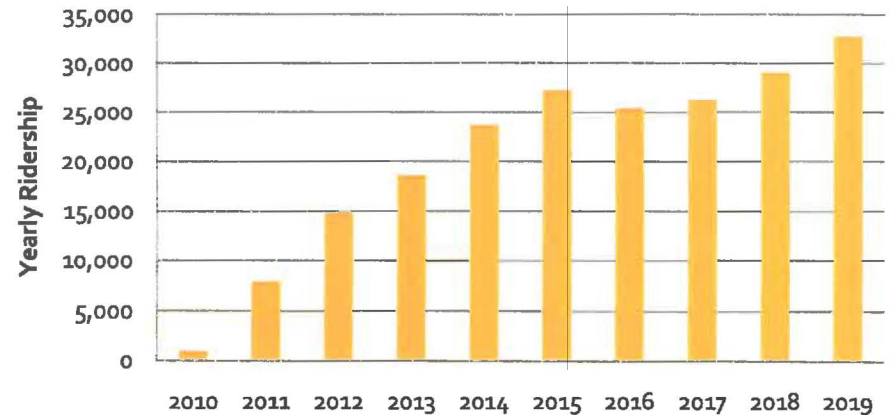
Paratransit	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020
July		507	977	1,223	1,661	2,116	2,328	1,822	2,098	2,644	
August		576	1,227	1,602	2,020	2,100	2,295	2,142	2,519	2,967	
September		707	1,136	1,410	1,969	2,299	2,458	2,173	2,334	2,523	
October		620	1,115	1,601	2,138	2,682	2,363	2,140	2,523	3,092	
November		597	1,211	1,436	1,782	2,134	1,878	2,029	2,348	2,551	
December		628	1,212	1,325	1,739	2,367	1,931	1,994	2,093	2,341	
		3,635	6,878	8,597	11,309	13,698	13,253	12,300	13,915	16,118	0
January		752	1,217	1,491	1,748	2,048	1,818	2,112	2,410	2,382	
February		538	1,198	1,564	2,021	2,217	1,958	2,074	2,358	2,834	
March	65	718	1,403	1,642	2,214	2,504	2,138	2,571	2,581	2,819	
April	335	775	1,458	1,957	2,377	2,468	2,230	2,270	2,557	2,813	
May	318	760	1,529	1,943	2,118	2,145	2,014	2,520	2,776	3,054	
June	378	803	1,277	1,531	1,974	2,235	2,023	2,465	2,508	2,759	
	1,096	4,346	8,082	10,128	12,452	13,617	12,181	14,012	15,190	16,660	0
<b>Paratransit Totals</b>	<b>1,096</b>	<b>7,981</b>	<b>14,960</b>	<b>18,725</b>	<b>23,761</b>	<b>27,315</b>	<b>25,434</b>	<b>26,312</b>	<b>29,105</b>	<b>32,778</b>	<b>36,055</b>
<b>Ridership Percentage Change</b>			<b>87%</b>	<b>25%</b>	<b>27%</b>	<b>15%</b>	<b>-7%</b>	<b>3%</b>	<b>11%</b>	<b>13%</b>	

Numbers estimated for April-June 2019 to project end of FY 2019 totals. FY 2020 is an estimated outlook on ridership.

### Kendall Area Transit Ride Growth



### KAT Yearly Growth



## HIGHWAY COMMITTEE MINUTES

**DATE:** April 9, 2019  
**LOCATION:** Kendall County Highway Department  
**MEMBERS PRESENT:** Scott Gryder, Amy Cesich, Judy Gilmour, Matt Kellogg, and Matt Prochaska  
**STAFF PRESENT:** John Burscheid and Fran Klaas  
**ALSO PRESENT:** PJ Fitzpatrick and Kelly Farley

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

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

Motion Gilmour; second Cesich, to approve the Highway Committee meeting minutes from March 12, 2019. Motion approved unanimously.

Motion Gryder; second Cesich to recommend approval of a resolution approving low bids from March 29, 2019 letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT funds. Klaas reported that the County had a bid opening for 24 road and bridge projects valued at just under \$10 million on March 29<sup>th</sup>. The Kendall County Board is the awarding authority for 15 of those projects because they are either county projects or township projects that are funded with township motor fuel taxes. Overall, low bids were extremely close to engineer's estimates.

Kellogg arrived at 3:35 PM.

Committee discussed specifics of some projects and asked questions of staff. After review, roll call vote was unanimous in favor of forwarding resolution to County Board for consideration.

Gryder discussed the idea of installing county highway identifier signs, otherwise known as county route signs, after member Prochaska had suggested the idea. Gryder has seen the signs in other counties, such as DuPage. He noted that many GPS apps will often refer to highways by their number, and so having the route signs might be helpful for navigation. He also thought that Kendall County highways were generally in better shape than most other highways; so it might be good to let folks know they are on a county highway. Klaas provided information on the route numbers and suggested locations for the signs. At a minimum, he suggested 67 sign installations at roughly \$100 per location for the sign and post materials. Committee also discussed the idea of putting the county route number on signs mounted on traffic signals. After consideration of all the issues, the Committee unanimously supported the idea of installing county route signs.

Gryder discuss the Small Cell Wireless Act, and the idea of charging administrative fees for permitting. Klaas thought that adoption of the fees had to be part of a policy implemented during a very short window of time that has already passed. The fees were nominal, and few permits are received, making the revenue stream extremely small, and hardly worth the time.

Committee briefly discussed the new, interactive software coming to the traffic signals on Orchard Road. The system should be operational in the next 30 days.

Gryder reported on the meeting held April 8, 2019 with Grundy County officials regarding transportation issues. It was a very good meeting in which mutual issues were discussed; specifically, improvements to Sherrill Road, Ridge Road, Grove Road and Eldamain Road.

PJ Fitzpatrick gave brief update on Collins Road Extension project.

Motion Gryder; second Gilmour to forward Highway Department bills for the month of April in the amount of \$90,007.45 to the Finance Committee for approval. Motion approved unanimously.

Motion Cesich; second Kellogg to adjourn the meeting at 3:58 P.M. Motion carried unanimously.

Respectfully submitted,



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

### **Action Items**

1. Resolution approving low bids from March 29, 2019 letting for road and bridge construction projects on county routes and for those township projects funded with Township MFT Funds.

**KENDALL COUNTY**  
**Resolution No. \_\_\_\_\_**

**WHEREAS**, bids were received at the County Highway Office on March 29, 2019 on the following listed projects:

Sec. 16-00135-00-RP, Ridge Road / Holt Road Intersection, C. H. #11, approve the low bid of D Construction, Inc. in the amount of \$2,392,119.11.

Sec. 19-00000-00-GM, Rogers Road, HMA Resurfacing, approve the low bid of Builders Paving, LLC in the amount of \$236,888.00.

Sec. 19-00000-01-GM, Caton Farm Road & Whitewillow Road, Seal Coat, C.H. #23, C.H. #18 approve the low bid of Steffens 3D Construction, Inc. in the amount of \$324,395.76.

Sec. 19-00000-02-GM, Caton Farm Road, HMA Resurfacing, C.H. #23, approve the low bid of P. T. Ferro Construction Company in the amount of \$331,046.95.

Sec. 19-00146-00-WR, Galena Road, HMA Resurfacing, C.H. 9, approve the low bid of Curran Contracting Company in the amount of \$1,181,000.00.

Sec. 19-00147-00-WR, Fox River Drive, HMA Resurfacing, C.H. #1, approve the low bid of D Construction, Inc. in the amount of \$1,854,047.33.

Sec. 19-01000-00-GM, Big Grove Road District, Gr. 1 Seal Coat, approve the low bid of Steffens 3D Construction, Inc. in the amount of \$27,577.00. Gr.2 Aggregate, Central Limestone in the amount of \$6,000.00 and LaFarge Holcim in the amount of \$5,950.00. Both bids approved.

Sec. 19-03000-00-GM, Fox Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$61,882.50.

Sec. 19-04000-00-GM, Kendall Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$103,013.00.

Sec. 19-05000-00-GM, Lisbon Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$53,939.40.

Sec. 19-06000-00-GM, Little Rock Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$267,541.80.

Sec. 19-07000-00-GM, Na-Au-Say Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$243,021.50.

Sec. 19-08000-00-GM, Oswego Road District, HMA Resurfacing, approve the low bid of D Construction, Inc. in the amount of \$660,139.00.

Sec. 19-09000-00-GM, Seward Road District, Seal Coat, approve the low bid of Steffens 3D Construction, Inc. in the amount of \$72,495.00.

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

This resolution approved by the County Board of Kendall County, State of Illinois.

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Scott Gryder - Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 16th day of April, 2019.

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Debbie Gillette - County Clerk

(SEAL)

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

**Call to Order**

Committee Vice Chair Matt Kellogg called the Budget and Finance Committee to order at 5:02p.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
John Purcell	<b>ABSENT</b>		
Amy Cesich	Present		
Audra Hendrix	Present		
Matt Kellogg	Yes		
Matthew Prochaska		5:04p.m.	

Staff Members Present: Latreese Caldwell

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

**Approval of Claims** – Member Hendrix made a motion and Member Cesich seconded the motion to forward for Approval, claims in an amount not to exceed \$887,380.41 and Coroner claims in an amount not to exceed \$6,287.15 to the County Board. **With four members voting aye, the claims were approved to forward to the County Board for final approval by a vote of 4-0.**

**Department Head and Elected Official** – Latreese Caldwell informed the committee that we received quarters 1, 2 and 3 of Kendall Area Transit DOAP funds, as well as Section 5311 funding. **After discussion, there was consensus by the Finance Committee to approve the Treasurer’s Office issuance of an ABC check for \$488,622.01 for the DeKalb County Voluntary Action Center. Ms. Caldwell explained this amount is the reimbursement for the deposit of DOAP payments for quarters 1, 2 and 3, and the Section 5311 payment for quarter 1 for \$658,622.01, less the \$170,000 advanced on March 1, 2019.**

**Items from Other Committees** – Member Kellogg reported that the first part of the TRANE contract funding for the Public Safety Center HVAC project was being sent with this claim cycle. Member Kellogg stated that the project is projected to be completed by June 1, 2019.

**Items of Business**

- *Senior Levy Funding Discussion* – Ms. Caldwell reviewed the committee’s previous discussion and agreement to increase the funds awarded for Senior Levy last year by 2.1 percent for an additional \$7,031.00. **There was consensus by the committee to take the additional funds of \$7,031 out of the general fund for FY2019, with a budget revision in October 2019.**
- *Health Department Funding Update* – Member Cesich and Member Purcell met with the full

Board of Health on March 19, 2019 to discuss a compromise or collaboration between the groups regarding the Health Department budget operation, the actual cost of Health Department employee benefits, and reimbursement to the County of Health Department Employee benefits. Member Cesich stated that the Board of Health members had questions including:

1. *How is the reimbursement/contribution amount determined?*
2. *What are the actual costs of benefits for the Health Department employees?*

Member Cesich also said that the Health Department requested the actual benefit cost report from the Treasurer's Office for review and discussion by the Board of Health.

Ms. Caldwell reminded the committee that the Health Department expressed their desire for their budget plan is for the County to:

1. *Provide the health Department the full levy amount*
2. *Not require any reimbursement or contribution to the County for Health Department Employee benefits*

Ms. Caldwell informed the committee that the Health Department currently only pays thirty-five (35) percent of the budgeted cost of health benefits for their employees.

The committee agreed there needs to be final discussion and a decision by the County Board in April or early May concerning the proposed Health Department budget, levy and reimbursement of employee benefits plan. **There was consensus by the committee for Member Kellogg to invite Dr. Palmer to the April 11, 2019 Finance meeting for further discussion between the County and the Board of Health on other options or suggestions from the Board of Health members.**

- *Animal Control Budget Revision* – Facilities Director Smiley shared the plans for the isolation area, dog viewing area, the addition of windows in the available dog area, the cat room, Kennel area and the Directors Office. Mr. Smiley also updated the committee on the HVAC project, LED pendent lighting and ceiling tile removal. Mr. Smiley proposed removing the tiles from the kennel area completely, and painting the ceiling to allow more openness, reduction of rodent activity in the ceiling tiles, and increased air circulation. Mr. Smiley estimated the cost of these improvements to be approximately \$90,000 - \$95,000. Member Cesich stated that the amount for revisions was originally budgeted at \$70,000 for the HVAC system, and that there was currently \$140,000 in the Animal Control capital fund. **There was agreement by the committee to increase the budget by \$25,000 to include the revisions to the facility, and to make a budget revision in October 2019. There was also agreement by the committee to use Animal Control funds to purchase an industrial strength power washer for the facility, and transfer any remaining balance of the Animal Control fund into the capital fund. Mr. Smiley will assist with the purchase of the power-washer to ensure it meets the needs for the facility.**

**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 \$887,380.41 and approval of Coroner claims in an amount not to exceed \$6,287.15*

**Executive Session** – Not needed

**Adjournment** – Member Hendrix made a motion to adjourn the Budget and Finance Committee meeting, Member Cesich seconded the motion. **The meeting was adjourned at 5:35p.m. by a 4-0 vote**

Respectfully submitted,

Valarie McClain  
Administrative Assistant and Recording Secretary

**COUNTY OF KENDALL, ILLINOIS**

**RESOLUTION 2019-\_\_\_\_\_**

**A RESOLUTION ESTABLISHING DISTRIBUTION OF GRANTS FROM THE 2018  
PAYABLE 2019 SENIOR CITIZEN SOCIAL SERVICES LEVY**

WHEREAS, the Kendall County Board annually extends a property tax levy for Senior Citizen Social Services to enhance the independence of the elderly residents of Kendall County; and

WHEREAS, the Kendall County Board has appropriated \$341,833 for grants to agencies to benefit the senior citizens in Kendall County; and

WHEREAS, the Kendall County Board has determined the allocation of grants to agencies to benefit the senior citizens in Kendall County.

NOW, THEREFORE, BE IT RESOLVED that the Tax Year 2018, Fiscal Year 2019 Senior Citizen Levy is granted to these agencies, providing services to the seniors of Kendall County in these amounts:

Community Nutrition Network	\$ 26,546
Fox Valley Older Adult Services	\$ 59,729
Kendall County Health Department	\$ 57,176
Oswegoland Seniors, Inc.	\$ 54,421
Prairie State Legal Services	\$ 9,189
Senior Services Associates, Inc.	\$ 124,562
VNA Health Care	\$ 10,210

Approved and adopted by the County Board of Kendall County, Illinois, this 16<sup>th</sup> day of April 2019.

Attest:

\_\_\_\_\_  
Scott R. Gryder  
County Board Chair

\_\_\_\_\_  
Debbie Gillette  
County Clerk & Recorder

County of Kendall, Illinois

ORDINANCE NO. \_\_\_\_\_

**ORDINANCE ABATING THE TAXES LEVIED FOR THE YEAR 2018 PAYABLE 2019 TO PAY DEBT SERVICE ON GENERAL OBLIGATION BONDS (ALTERNATE REVENUE SOURCE) SERIES 2010, 2011, 2016 AND 2017 OF THE COUNTY OF KENDALL, ILLINOIS.**

**WHEREAS, the County Board (the "Board") of The County of Kendall, Illinois (the "County"), by ordinance adopted:**

**Ordinance 10-15 (the "Bond Ordinance") on the 15<sup>th</sup> day of June, 2010 which amended Ordinance 10-05 Adopted on March 16, 2010 which provided for the issuance of not to exceed \$10,00,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2010 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also**

**Ordinance 11-28 (the "Bond Ordinance") on the 1<sup>st</sup> day of November, 2011 which did provide for the issuance of not to exceed \$4,750,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2011 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also**

**Ordinance 16-05 (the "Bond Ordinance") on the 5<sup>th</sup> day of April, 2016 which did provide for the Issuance of not to exceed \$5,210,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2016 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; also**

**Ordinance 17-12 (the "Bond Ordinance") on the 15<sup>th</sup> day of August, 2017 which did provide for the Issuance of \$18,000,000 General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 (the "Bonds") along with Ordinance 17-21 (the "Bond Ordinance" ) on the 3<sup>rd</sup> day of October, 2017 which did provide for the Issuance of General Obligation Refunding Bonds (Alternate Revenue Source), Series 2017 (the "Bonds"), and the levy of a direct annual tax sufficient to pay debt service on the Bonds; and**

**WHEREAS, on:**

**The 15<sup>th</sup> day of June, 2010, a duly certified copy of Bond Ordinance 10-15 was filed in the office of the County Clerk of the County (the "County Clerk"); also**

**The 1<sup>st</sup> day of November, 2011, a duly certified copy of Bond Ordinance 11-28 was filed in the office of the County Clerk of the County (the "County Clerk"); also**

**The 5<sup>th</sup> day of April, 2016, a duly certified copy of Bond Ordinance 16-05 was filed in the office of the County Clerk of the County (the "County Clerk"); also**

The 15th day of August, 2017, a duly certified copy of Bond Ordinance 17-12 was filed in the office of the County Clerk of the County (the "County Clerk"); also

The 3<sup>rd</sup> day of October, 2017, a duly certified copy of Bond Ordinance 17-21 was filed in the office of the County Clerk of the County (the "County Clerk"); and

WHEREAS, the County has Pledged Revenues (as defined in the Bond Ordinances) available for the purpose of paying debt service on the Bonds heretofore imposed by the 2018 levy; and

WHEREAS, the Pledged Revenues are hereby directed to be deposited into the "Debt Service Fund" established pursuant to the Bond Ordinances for the purpose of paying the debt service on the Bonds; and

WHEREAS, it is necessary and in the best interests of the County that the taxes heretofore levied for the year 2018 payable 2019 to pay the debt service on the Bonds be abated:

NOW, THEREFORE, Be It Ordained by the County Board of The County of Kendall, Illinois, as follows:

**Section 1. Abatement of Tax for the Bonds.** The tax heretofore levied for the year 2018 payable 2019 in Bond Ordinances 10-15 \$1,272,400; 11-28 \$292,255; 16-05 \$542,100 and 17-21 \$1,235,750 shall be abated in its entirety.

**Section 2. Filing of Ordinance.** Forthwith upon the adoption of this ordinance, the Clerk of the Board shall file a certified copy hereof with the County Clerk and it shall be the duty of the County Clerk to abate said taxes levied for the year 2018 payable 2019 in accordance with the provisions hereof.

**Section 3. Effective Date.** This ordinance shall be in full force and effect forthwith upon its adoption.

Adopted this \_\_\_ day of April, 2019, by roll call vote as follows:

Ayes:

Nays:

Absent:

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Chairman of the  
County Board of  
County of Kendall, Illinois

**ATTEST:**

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**County Clerk  
County of Kendall, Illinois**

**(SEAL)**

**COUNTY OF KENDALL, ILLINOIS  
FACILITIES MANAGEMENT COMMITTEE  
MEETING MINUTES  
MONDAY, March 18, 2019**

**Roll Call:** Members Present: Matt Kellogg, Amy Cesich, Judy Gilmour, Audra Hendrix  
Members Absent: Tony Giles

**With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley.

**Approve the February 4, 2019 Facilities Committee Meeting Minutes** – There were no changes to the February 4, 2019 minutes; Member Hendrix made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

**Approval of Agenda** – Member Hendrix made a motion to approve the agenda. Member Gilmour second the motion. **All Aye. Motion approved.**

**Public Comment** – None

**Old Business/Projects**

1. *Historic Courthouse Window Project* – Mr. Smiley stated the window has been installed without the balance tubes. Jim was informed by the vendor the balance tubes should arrive and be installed within a few weeks. Mr. Smiley stated once this is complete we can paint the interior trim and install the blinds.
2. *Vending Machine Changes at County Office Building & Courthouse* – Director Smiley stated the State's Attorney's Office called the IDHR (Illinois Dept. of Human Services) person and stated that we never should have received a contract from the vendor, contracts are sent from the IDHS. The SAO will be working with the IDHR but if any legal changes are necessary they will need to go to the State of Illinois legal department.
3. *Public Safety Center Roof Replacement* – Mr. Smiley informed the Committee the vendor was able to complete the punch list since we had some good weather. Jim also stated the final payment was made last week after KCFM received all the original copies of the closeout paperwork. **Project Complete.**
4. *Courthouse – Additional Wiring for Benches in All Courtrooms* – Jim informed the Committee the wiring of the last few benches was completed. KCFM finished trimming them out and they are ready for equipment. **Project Complete.**
5. *Health Department Carpet Replacement* – Director Smiley presented the carpet samples to the Committee and informed them of the choice the Health Department made. After the Committee reviewed the samples the Consensus of the Committee was to chose the water/stain resistant brand for the \$500.00 upgrade from the Kinetex Flooring Group; color advance #1707.
6. *MSDS Electronic Program* – Jim composed the email to be sent to the various departments within the County to discuss the benefits this program. Jim informed the Committee that he will be sending the email within the week and will follow up with each department for feedback.
7. *Animal Control Projects* – Director Smiley received a quote from Trane through the US Communities program. The amount came in at \$118,000.00 but Jim is still working the design issues and is hoping to narrow down the pricing. The Committee asked Jim to contact Healy Bender for a cost for them to create a design and to put together plans and specifications to bid the project from.

**New Business/Projects**

1. *Chair's Report*

- a. *County Office Building – Discussion of Architect & engineering Proposals to Forward to Committee of Whole for County Board Review* – Chair Kellogg informed the Committee he and Jim have been in talks with Debbie on the proposed layout of the office space. Chair Kellogg stated they are also looking at another option and at this time it is not ready to move this project forward to COW. Director Smiley stated the cost differences between the Healy Bender and Dewberry A/E firms is around \$6,000.00. Prices are based on a current review of what floor plans Jim has completed thus far, A/E firms may offer other solutions if needed, and look deeper at the HVAC and electrical systems to come up with preliminary costs and possible board presentations. Jim stated to the Committee if we go with an A/E firm to develop plans and specifications to bid from, there will be another cost to develop the plans for public bid.
  - b. *Solar Field Update* – Director Smiley informed the Committee that Chris Childress stated the State of Illinois is still processing applications for community systems first instead of after the meter projects like ours as originally specified. GRNE is confident that the project will be funded, so they are in process of applying for permits. FM Chair Kellogg said the City of Yorkville changed the landscaping plan and asked to add a vinyl fence on all four (4) sides in order for the special use permit to be approved. GRNE agreed to these changes but approached Chris Childress to see if Kendall County would help with the additional costs for this to be done. Members discussed this and said the County Board was told this project would not cost citizens anything. So we should say no. Chair Kellogg said he would discuss this with Chris.
  - c. *KCFM Technician Position Posting Due to Retirement* – Director Smiley informed the Committee the department has a Maintenance Technician retiring and would like to post the ad in the paper to fill the vacancy. The Committee approved Director Smiley to post the position.
2. *Health & Human Services Dental Office Lease & Structural Changes Discussion* – Chair Kellogg informed the Committee that a letter from the Health Department has been submitted asking to make the structural changes to the building for the Dental Clinic. Chair Kellogg is concerned with insurance for the Dentist and liability on the County. The County Board is set to vote on approval of the structural change at Tuesday's, March 19<sup>th</sup>'s meeting. Members discussed tabling the vote but agreed Member Hendrix would make an amended motion for support of the dental office but not approving the project at this time. Member Gilmour suggested having an architect design the space and bid out the construction. Director Smiley stated this is a major project and it may impact health department's day to day routines while being constructed. Jim to email equipment requirements to members. Member Hendrix requested the dental installation expert to come to the next Facilities Committee Meeting to answer questions committee members have.
  3. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley stated the project started today. Jim informed the Committee that ComEd has two grants available for the project. The first is for the chiller upgrade in the amount of \$ 14,586.00 which we applied for already. The 2<sup>nd</sup> ComEd grand is if we modernize the controls on MZU #3 while the Chiller system is being updated. The cost of the MZU controls are \$20,768.00. The grant amount is \$13,750.00. This still leaves the project under budget while updating more of the system. Motion by Member Hendrix to approve purchasing the MZU controls upgrade in the amount of \$20,768.00 and apply for the ComEd grant in the amount of \$13,750.00. Second by Member Gilmour. **All members present voting aye, Motion Carried. Roll Call Vote: Member Gilmour – Yes, Member Hendrix – Yes, Chair Kellogg – Yes, Member Cesich – Yes.**
  4. *Courthouse Roof Replacement Project* – Mr. Smiley met with Wold architectural firm who did the drawings and specs for the Public Safety Center roof project last year. The cost for Wold to do the same type of work for the Courthouse Roof Replacement project has an approved budget amount of \$ 90,000.00 Wold's fee for plans and spec's is \$5,800.00. Wold is recommending a \$3,650 contingency fee and miscellaneous fee of \$2,500.00. Wold feels the budget is adequate for this job. The consensus of the Committee is to move forward with Wold A/E to do the plans and specs for the Courthouse Roof Replacement public bid.

5. *Backflow Prevention Rebuilding* – Director Smiley informed the Committee as a result of the backflow testing done last month we had four (4) devices that need repair or replacement if they can't be fixed. The repairs are scheduled for Tuesday March 19<sup>th</sup>.
6. *KCFM Truck Replacement* – Jim reached out to Landmark Ford who won the State of Illinois bid. The option sheet was filled out and submitted and the vehicle price came to \$35,912.00. Jim took the same option sheet and submitted it to Gjovik Ford locally and they came in lower at \$35,825.00. Member Hendrix to approve the \$35,825.00 bid from Gjovik Ford with the stated options second by Member Cesich. **All members present voting aye, Motion Carried. Roll Call Vote: Member Gilmour – Yes, Member Hendrix – Yes, Chair Kellogg – Yes, Member Cesich – Yes.**
7. *Courthouse Liebert UPS System Switch replacement* – Mr. Smiley stated the power needs to be off to make the needed repairs. It is scheduled for the afternoon of April 19<sup>th</sup> since we have a half day holiday.
8. *Rt. 34 Campus Detention Pond Mowing* – Jim stated this item is a holdover from the last Facilities Committee. The agreement with the City of Yorkville's engineering firm EEI was to cut the vegetation and weeds down once the detention pond froze. The price to put chemical on the roots to kill them was \$4,800.00. Committee members directed Mr. Smiley to leave the area as it is and not to do the root applications. Jim reminded the Committee that if the courthouse water flow would be re-directed back to the East as originally designed to stop the water from collecting into the detention pond, the detention would be mostly dry and maintenance would be easier. EEI had agreed to look into this idea and let us know if they agreed. Jim will have the follow-up conversation with EEI about the re-direction.
9. *Circuit Clerk Election Ramp @ Oswego Fire Station #2* – Mr. Smiley stated Debbie Gillette asked him to look at getting a ramp at the Oswego Fire Station #2. It has a 6 inch drop and with ada requirements it requires a 6 foot ramp. Debbie provided a ramp that they though might work and Mr. Smiley confirmed it will work and ordered it. Jim stated it came in today and will be installed this week.
10. *Courthouse Lactation Room* – Jim reminded the Committee this is a state mandate and needs to be completed by June 1<sup>st</sup>. KCFM staff removed the fixtures in the room and capped off plumbing drains and supply lines. Jim stated that one (1) outlet needs to be added. Jim met with a local sign company to make the signs that needs to be installed. Jim anticipates receiving a quote shortly for the signs.

### **Staffing/Training/Safety**

- *Reportable Labor Hours* – Reports were included in the packet.

### **Other Items of Business**

- *CMMS Charts* – Reports were included in the packet for:
  - Reported versus Completed Work Orders, Reported by Building Current Month
  - Work Orders by Work Type Current month

### **Questions from the Media** – None

### **Executive Session** – None

**Adjournment** – Chairman Kellogg asked if there was a motion to adjourn. Member Hendrix made a motion to adjourn the meeting, second by Member Cesich. **With all members present voting aye, the meeting adjourned at 6:02 p.m.**

Respectfully submitted,

Christina Wald  
Administrative Assistant



**COUNTY OF KENDALL, ILLINOIS  
FACILITIES MANAGEMENT COMMITTEE  
MEETING MINUTES  
MONDAY, APRIL 1, 2019**

**Roll Call:** Members Present: Matt Kellogg, Amy Cesich, Judy Gilmour, Tony Giles  
Members Absent: Audra Hendrix

**With enough members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley.

**Approve the March 18, 2019 Facilities Committee Meeting Minutes** – There were no changes to the March 18, 2019 minutes; Member Cesich made a motion to approve the minutes, second by Member Gilmour. **With enough present members voting aye, the minutes were approved.**

**Approval of Agenda** – Member Cesich made a motion to approve the agenda. Member Giles second the motion. **All Aye. Motion approved.**

**Public Comment** – None

**Old Business/Projects**

1. *Historic Courthouse Window Project* – Director Smiley informed the Committee the balance tubes should be in from the manufacture by the end of the week and should be installed next week. Once the vendor is complete with installation we can make adjustments to the old blinds to fit in the new window.
2. *Vending Machine Changes at County Office Building & Courthouse* – Mr. Smiley stated the ASA assigned to the project hasn't been able to work on it due to another project. Jim is hoping to have the agreement before the next FM Committee meeting.
3. *MSDS Electronic Program* – Director Smiley sent out emails to the departments for interest. Highway and the Health facility responded stating they have no need for this program at this time. Jim spoke with Dave Guritz from Forest Preserve and Mr. Guritz stated they many have interest. Jim hasn't heard from the Public Safety Center yet. Jim will report on responses at the next meeting.
4. *Animal Control Projects* – Director Smiley stated that he met with Healy Bender architects. Jim stated their recommendation is a fully ducted, distributed HVAC system typical of a roof top unit with gas forced heating. The infloor water heating system would stay in place. The wall A/C units will be removed and the exhaust fans will be updated. Healy Benders estimate of costs \$42,000 - \$55,000 plus design fee of \$8,000.00 for the kennel areas. Jim explained the drawings he drew up of the possible interior changes to the existing building. Member Cesich stated the Sheriff's office may have an interest in the trailer that Animal Control is currently using for office space.
5. *KCFM Job Posting* – Director Smiley stated the job was posted on Indeed.com and received 25 – 30 responses thus far. Jim stated the ad was also place in the Record Newspaper on Thursday March 28, 2019. Applications are being accepted until April 12, 2019.
6. *Public Safety Center – H.V.A.C. Replacement Project* – Director Smiley updated the Committee on the progress of the project. Mr. Smiley stated the electrician has the initial conduit done and moved circuits from one panel to the other. The pipe fitter has all the pipe run from the outside wall to the air handling room. Jim stated they will start running pipe across the roof next week. Director Smiley is also hoping to keep the current air conditioning system running as long as possible. Mr. Smiley also stated the coils should be delivered by the 2<sup>nd</sup> week of April and the chiller should be here by the end of the April or 1<sup>st</sup> week in May.

7. *Courthouse Roof Replacement Project* – Per FM Committee approval, Director Smiley signed the quote for Wold to develop plans and specifications for the project. Jim is hopeful these will be done this month to begin the bid process.
8. *Backflow Prevention Rebuilding* – Director Smiley stated there were four (4) valves in three (3) buildings needing repair. Two (2) have been repaired. The Historic Courthouse valve is not repairable and will need to be replaced. The device at HHS was not able to be repaired since the water will need to be shut off for two (2) hours. The Health Department will be scheduled to be done before normal daily hours.
9. *KCFM Truck Replacement* – Director Smiley stated the truck was ordered. Jim stated the truck is on a priority 2 and should be delivered in 12 – 14 weeks.
10. *Courthouse Lactation Room* – Director Smiley informed the Committee KCFM staff has the walls complete and is ready for paint. Jim stated a wood cap will also be installed to match the trim in the courthouse. Mr. Smiley received a quote for the signs and will discuss them with Judge Pilmer. Jim also contacted the furniture company that he has worked with in the past and they submitted what they believe will work. Jim submitted to the furniture company the items to quote and is just waiting for that information. Baby changing tables were ordered and will be installed, even though they were not specified by the statute to be installed.

### **New Business/Projects**

1. *Chair's Report*
  - a. *Solar Field Update* – Chair Kellogg stated that he participated in a conference call with Chris Childress from Progressive Energy and Director Smiley. Mr. Childress informed Chair Kellogg the chain link fence agreed to between GRNE and Kendall County is against the ordinance for the City of Yorkville. Chair Kellogg stated the County will have three (3) options:
    - 1) Tell GRNE the County won't pay any of it and GRNE may or may not do the project.
    - 2) Have Kendall County pay the difference between the chain link fence and the opaque fence.
    - 3) Recalculate how Kendall County pays for electricity purchased from the solar field.
 The Committee discussed the options and decided the third option will not be considered. This will be formally addressed when the state funding for the project has been approved by the State of Illinois.
  - b. Chair Kellogg informed the Committee that Mr. Smiley has been trying to contact the installation expert as directed by the Committee to appear to answer questions. The installation expert has not returned Mr. Smiley's calls and stated if he were to appear he requires a consult fee. Dr. Tokars was notified of this situation and stated Steve Curatti will make some phone calls to find another installer to speak to the Committee.
  - c. Chair Kellogg handed the Committee a copy of the redline tentative lease agreement for the Forest Preserve's lease at the Historic Courthouse. Chair Kellogg asked the Committee to review the proposed lease and the Committee will discuss acceptance or changes needed before it goes to the full County Board for approval.
2. *Chair Lift Repair Courtroom #112* – Director Smiley informed the Committee that a chairlift located in courtroom # 112 has failed inspection. Jim contacted the original company that installed the lifts and could they not gain access because walls have been built around the chair. The technician did give KCFM's tech an idea of what to look for when we cut the wall open to gain the access to the controls. Jim believes this will be fixed in the next two weeks.
3. *Generator Preventative Maintenance* – The PM's were performed on all generators and no issues were found. **Project Complete.**
4. *Approval to have State's Attorney's Office review Invitation to bid for Windows at the Historic Courthouse* – The consensus of the Committee is to send to the bid to the State's Attorney's Office for review.

5. *Approval to have State's Attorney's Office review Invitation to bid for Elevator Controls Upgrade at the Courthouse* – The consensus of the Committee is to send to the bid to the State's Attorney's Office for review.

**Staffing/Training/Safety**

- *Reportable Labor Hours* – Reports were included in the packet.

**Other Items of Business**

- *CMMS Charts* – Reports were included in the packet for:
- Reported versus Completed Work Orders, Reported by Building Current Month
  - Work Orders by Work Type Current month

**Questions from the Media** – None

**Executive Session** – Member Gilmour made a motion to enter into Executive Session for the purpose of 5 ILCS 120/2 (c)(21), Discussion of minutes of meetings lawfully closed under this Act, whether for purposes of approval by the body of the minutes or semi-annual review of the minutes as mandated by Section 2.06, second by Member Cesich.

Roll Call Vote: Members Present: Matt Kellogg, Judy Gilmour, Amy Cesich, Tony Giles **With all members in attendance voting aye, the committee entered into Executive Session at 4:37 p.m.**

Others Present: Jim Smiley, Director of Facilities, Christina Wald.

Member Gilmour made a motion to return to Open Session, second by Member Giles. **With all members present voting aye, the committee returned to Open Session at 4:42 p.m.** The Committee decided to release the following executive session minutes to the County Board for approval to release: October 1, 2018. The Committee decided to keep the Executive session minutes of October 5, 2015 sealed at this time.

**Adjournment** – Chairman Kellogg asked if there was a motion to adjourn. Member Gilmour made a motion to adjourn the meeting, second by Member Giles. **With all members present voting aye, the meeting adjourned at 4:45 p.m.**

Respectfully submitted,

Christina Wald  
Administrative Assistant



**MEETING MINUTES FOR WEDNESDAY, MARCH 27, 2019**

**Call to Order** – The meeting was called to order by Committee Chair Amy Cesich at 8:30a.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Elizabeth Flowers	Present		
Matthew Prochaska	<b>ABSENT</b>		
John Purcell	<b>ABSENT</b>		
Robyn Vickers	Here		

**With three members present, a quorum was established to conduct committee business.**

Others present: Scott Koeppel, Laura Pawson, Jim Smiley

**Approval of Agenda** – Motion made by Member Vickers, second by Member Flowers to approve the agenda. **With three members in agreement, the motion carried by a vote of 3-0.**

**Approval of Minutes** – Motion made by Member Flowers to approve the minutes from February 27, 2019, second by Member Vickers. **With three members in agreement, the minutes were approved by a 3-0 vote.**

**Monthly Reports**

- **Census Log** – Laura Pawson reviewed the census log with the committee.
- **Bite Report** – Laura Pawson reviewed the Bite Report with the committee.
- **Operations Report** – No report
- **Accounting Report** – Report not included in packet, Mr. Koeppel will email report to the committee.

**Old Business**

- *Update on the progress of Clean-up of the Animal Control Facility* – Laura Pawson she and volunteers spent two days on cleaning and organizing the garage and kitchen area. Member Cesich reported that she has discussed having an inmate work crew to come into the facility and do a deep cleaning of the facility, and possibly to come and do a monthly cleaning as well.
- *Update on Hiring* – Director Pawson reported that she has scheduled a second interview with a candidate for the Animal Control Manager position on April 8, 2019, has made an offer to a candidate for a Kennel Tech position, and will be interviewing candidates to fill two additional Kennel Tech positions soon.

- *Update on the changes to Building Interior* – Facilities Director Smiley shared the plans for the isolation area, dog viewing area, the addition of windows in the available dog area, the cat room, Kennel area and the Directors Office. Mr. Smiley also updated the committee on the HVAC project, LED pendent lighting and ceiling tile removal. Mr. Smiley proposed removing the tiles from the kennel area completely, and painting the ceiling to allow more openness, reduction of rodent activity in the ceiling tiles, and increased air circulation.
- *Discussion and Approval of Animal Control Capital Budget* - Mr. Smiley estimated cost of approximately \$20,000 in addition to the current budgeted amount of \$70,000, plus the cost of an industrial power washer for the facility. **There was consensus by the committee to proceed with the changes discussed, and to do a budget adjustment of \$25,000 in October as directed by the auditors and County Treasurer.**

**New Business** - None

**Executive Session** – Tabled to April meeting

**Action Items for the County Board** – none

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

**Questions from the Media** – None

**Public Comment** – None

**Adjournment** – Member Vickers made a motion to adjourn the meeting, by Member Flowers. **With three members present in agreement, the meeting was adjourned at 9:30a.m.**

Respectfully Submitted,  
Valarie McClain, Administrative Assistant & Recording Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**Economic Development Committee**

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**Meeting Minutes**  
**Friday, March 29, 2019**

**Call to Order**

The meeting was called to order by Chair Audra Hendrix at 9:00a.m.

**Roll Call**

<b>Attendee</b>	<b>Status</b>	<b>Arrived</b>	<b>Left Meeting</b>
Amy Cesich	Present		
Scott Gryder		9:03a.m.	
Audra Hendrix	Here		
Matthew Prochaska		9:05a.m.	
Robyn Vickers	Here		

Staff Present: Scott Koepfel

**Approval of Agenda** – Member Cesich made a motion to approve the agenda, second by Member Vickers. **Approved by a vote of 3-0.**

**Approval of February 22, 2019 Meeting Minutes** – Member Vickers made a motion to approve the February 22, 2019 meeting minutes, second by Member Cesich. **With three members voting aye, the motion carried by a vote of 3-0.**

**Updates and Reports** – Scott Koepfel updated the committee on EDC loan status.

**Committee Business**

- *Discussion of Kendall County Economic Development Corporation* – Scott Koepfel presented the committee with a draft stakeholder letter and survey. The committee reviewed the survey and suggested numerous changes to the survey questions and format, and to the letter and the survey. Mr. Koepfel will have an updated survey available at the April meeting for review.

The committee discussed the dynamics of a meeting with stakeholders in early May, the best time to have a meeting, a suitable location for the meeting.

Member Gryder shared the Commonwealth Edison (ComEd) has expressed interest in supporting/investing in a Kendall County Economic Development Corporation. Member Gryder and Member Hendrix hope to meet with ComEd in the next few weeks for further discussion.

**COUNTY OF KENDALL, ILLINOIS**  
**Economic Development Committee**

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- *Stakeholder List Update* – Mr. Koepfel presented a starting list of potential stakeholders in Kendall County, and said they continue will continue work on obtaining lists from municipality Chambers.

**Chairs Report** – No report

**Public Comment** – None

**Executive Committee** – Not needed

**Adjournment** - Member Prochaska made a motion to adjourn, second by Member Gryder. There being no objection, the Economic Development Committee meeting was adjourned at 9:50a.m.

Respectfully submitted,

Valarie McClain, Administrative Assistant and Recording Clerk

**COUNTY OF KENDALL, ILLINOIS**  
**Law, Justice and Legislation Committee**  
**Kendall County Courthouse Law Library**  
**Monday, April 8, 2019**  
**Meeting Minutes**

**Call to Order and Pledge Allegiance** - Chair Tony Giles called the meeting to order at 3:15p.m. and led the Pledge of Allegiance.

**Roll Call:**

<b>Committee Member</b>	<b>Status</b>	<b>Arrived at Meeting</b>	<b>Left Meeting</b>
Tony Giles	Here		
Judy Gilmour	Here		
Audra Hendrix	Here		
Matthew Prochaska	Here		
Robyn Vickers	Here		

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

**Others Present:** Sheriff Dwight Baird, Chief Deputy Mike Peters, Operations Commander Jason Langston, Deputy Commander Bobby Richardson, Chief Deputy Coroner Levi Gotte, EMA Director Joe Gillespie, Presiding Judge Robert Pilmer, Public Defender Vicki Chuffo, Director of Probation/Court Services Alice Elliot, Facilities Management Director Jim Smiley, County Administrator Scott Koepfel and State’s Attorney Eric Weis

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

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

**Public Comment - None**

**Status Reports**

**Coroner** – Chief Deputy Coroner Gotte reviewed the monthly report with the committee, and reported 21 deaths for the month of March. Deputy Gotte stated that they did several community events in March, they are listed in the packet. Member Giles thanked the Coroner’s Office for the Operation Impact Program. He stated it makes a big difference.

**EMA** – Director Gillespie reported the Office of Emergency Management assisted at the Polar Plunge. Staff also did several training events for EMA. EMA has continued the WSPY EAS training on the first Tuesday morning of the month. Two personnel also attended the ILEAS conference. Some upcoming events Weather Spotter Training is tonight and open to the public. Pre training and training at the Dresden Nuclear Plant is scheduled for the end of June. Member Hendrix asked about a County Board member attending. She asked that the information for the Dresden training be emailed to Member Prochaska and herself, the FEMA certified Board Members.



**Public Defender** – Written report provided in packet on page 7.

**Court Services** - Written report is on page 8. Member Prochaska asked about the \$1577 per month the parent is ordered to pay. Ms. Elliott stated the amount is being paid and it goes to the General Fund.

**Sheriff's Report**

- a. Operations Division – Deputy Commander Richardson reported the Sheriff's Office hired and swore in 4 new Patrol Deputies last Monday they are at the Academy. The Sheriff's Office and US Marshall Task Force apprehended a total of 11 fugitives. First aid kits arrived and are ready for Patrol Deputies to use. Member Hendrix asked about traffic contacts being down. Sheriff Baird indicated that they are down 7 Patrol Deputies but that should change with the new hires.
- b. Records Division – Written report provided.
- c. Corrections Division – Commander Langston reported that they are currently housing about 100 Federal inmates. Additionally, the body scanner will be in next week. Sheriff Baird stated that he may need another position for transport of inmates. The funding will come from the Federal Grant. Member Prochaska asked how much money is being received. Sheriff Baird explained \$60 for out of County and \$75 for Federal. There should be an increase for Federal to \$87 and mileage as well. Member Hendrix thanked the Sheriff's office for the great job at managing the facility and doing training. Member Hendrix asked about tablet installation. Director Gillespie stated it is near completion, with implementation in the next few weeks.

**Old Business** - None

**New Business** - Member Prochaska went over the monthly Legislative Updates from ISACo on page 14 of the packet. He updated the Committee on Cannabis and a forthcoming County Issues Journal.

**Chairman's Report/Comments** – Next month's meeting will be in this room on May 13<sup>th</sup>.

**Public Comment** - None

**Legislative Update** – Sheriff Baird commented on HB56 page 23. He doesn't think the whole bill is bad but to have Officers carry their own liability insurance is concerning.

**Executive Session** – Not needed

**Items for County Board Approval** – None

**Adjournment** – Member Hendrix made a motion to adjourn the meeting, second by Member Vickers.  
**With all in agreement, the meeting adjourned at 3:37p.m.**

Respectfully Submitted,  
Mera Johnson  
HR Risk Management & Compliance Coordinator