

**KENDALL COUNTY BOARD AGENDA
ADJOURNED SEPTEMBER MEETING**

**Kendall County Office Building, Rooms 209 & 210
Tuesday, February 21, 2017 at 9:00 a.m.**

1. Call to Order
2. Roll Call
3. Determination of a Quorum
4. Approval of Previous Month's Minutes
5. Approval of Agenda
6. Special Recognition
 - A. Special Presentation to the Bradley Steven Barrett, Jr. Family
7. Correspondence and Communications – County Clerk
8. Citizens to Be Heard
9. Executive Session
10. Old Business
11. New Business
12. Elected Officials Report and Other Department Reports
 - A. Sheriff
 1. Approve HIDTA grant releasing funds in the amount of \$408,724.00
 2. Security System Update
 - B. County Clerk
 - C. Treasurer
 - D. Clerk of the Court
 - E. State's Attorney
 - F. Coroner
 - G. Health Department
 - H. Supervisor of Assessments
13. Standing Committee Reports
 - A. Planning, Building & Zoning
 1. Approve Resolution Approving an Intergovernmental Agreement for Reciprocal Building Inspection Services between Kendall County, Illinois and the United City of Yorkville, Illinois
 - B. Public Safety
 - C. Administration/HR
 - D. Highway
 1. Approve Resolution appropriating \$1,450,000 of Motor Fuel Tax Funds for the widening and resurfacing of Fox Road from Fox River Drive to Poplar Drive
 2. Approve Resolution appropriating \$455,000 of Motor Fuel Tax Funds for the resurfacing of Plattville-Chicago Road from Route 47 to Grove Road
 3. Approve Resolution appropriating \$325,000 of Motor Fuel Tax Funds for the resurfacing of Millington Road from Lions Road to a point $\frac{3}{4}$ mile south of Rogers Road
 4. Approve Intergovernmental Agreement between Kendall County, Bristol Road District, and City of Yorkville relating to the Galena Road Bridge Project and associated detour routes, including payment of \$160,000 to City of Yorkville for use of Kennedy Road as detour
 5. Approve Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Millington Road and Rogers Road with LaSalle County
 - E. Facilities
 1. Approve 1-year contract with Call One for the Centrex Phone Circuits in the amount of \$9.00 per month base price plus usage
 2. Approve 1-year Customer Service Agreement contract with Call One for the County Analog Phone Circuits in the amount of \$5,639.77 per month base price plus usage
 3. Allow KenCom to install replacement windows in their tenant space at the Public Safety Center in the amount of \$3,375.61 TO BE PAID INT ITS ENTIRETY BY KENCOM per KenCom memo dated February 3, 2017
 - F. Economic Development

1. Approval of Revolving Fund Recapture Strategy Modification

G. Finance

1. Approve Claims in an amount not to exceed \$ 1,162,682.57 and Grand Juror Claims date of service 2/10/17 in an amount not to exceed \$ 251.83, Grand Juror Claims date of service 1/23/17 in an amount not to exceed \$ 253.16, and Petit Jurors in an amount not to exceed \$ 1,113.21
2. Approve Coroner Claims in an amount not to exceed \$ 6,864.13

H. Judicial/Legislative

I. Committee of the Whole

1. Authorize additional credit card for Coroner's Office with limit of \$2,500
2. Authorize process to select licensed architect or registered professional engineer in according with the Local Government Professional Services Selection Act (50 ILCS 510) to evaluate proposals submitted for guaranteed energy savings contract as stipulated by the Local Government Energy Conservation Act (50 ILCS 515)

J. Standing Committee Minutes Approval

14. Special Committee Reports

A. VAC

B. Historic Preservation

1. Approve Ordinance Amending the Kendall County Historic Preservation Ordinance: Article II "Organization" by Reducing the Number of Commission Members to Five, Removing the Professional Credential Requirements, and Other Changes Caused by the Reduction in Size of the Commission

C. Board of Health

D. Juvenile Justice Counsel

E. UCCI

15. Other Business

16. Chairman's Report

Appointments

Dr. Mukhtar S. Nandra – Board of Health – 3 year term – expires February 2020

Dr. Thomas C. Liske – Board of Health – 3 year term – expires February 2020

Judith Burks – Ethics Commission – 2 year term – expires March 2019

Amy Cesich – Ethics Commission – 2 year term – expires March 2019

Brad Mathre – Ethics Commission – 2 year term – expires March 2019

Ruben Rodriguez – Ethics Commission – 2 year term – expires March 2019

Kristine Heiman – Ethics Commission – 2 year term – expires March 2019

Announcements

17. Citizens to be Heard

18. Questions from the Press

19. Executive Session

20. Adjournment

**KENDALL COUNTY BOARD
ADJOURNED SEPTEMBER MEETING
January 17, 2017**

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, January 17, 2017 at 9:17 a.m. The Clerk called the roll. Members present: Chairman Scott Gryder, Lynn Cullick, Bob Davidson, Judy Gilmour, Matt Kellogg, Matt Prochaska and John Purcell.

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

THE MINUTES

Member Davidson moved to approve the submitted minutes from the Adjourned County Board Meeting of 12/20/16. Member Kellogg seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

THE AGENDA

Chairman Gryder asked to remove item 11C. Member Cullick moved to approve the agenda. Member Davidson seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

SPECIAL RECOGNITION

EMPLOYEE RECOGNITION AWARDS

10 Years of Service

Valencik, Scott	Corrections
Buis, Eric	Corrections
DeLaCruz, Antonio	Corrections
Craig, William	Corrections
Gerena, Hector	Corrections
Greer, Randall	Corrections
Weiler, Robert	Corrections
Noss, Marsha	County Clerk / Recorder
Blankenship, Martha	Education
Smiley, James	Facilities
Drefcinski, Todd	Health and Human Services
McCarron-McGinniss, Mary	Health and Human Services
Jenkins-Prather, Donna	Public Defender
Transier, Courtney	Public Defender
Chuffo, Victoria	Public Defender
Gorup, Frank	State's Attorney
Barilla-Beeler, Ashley	State's Attorney
Landorf, Derek	Corrections
Fuentes, Kerri	Health and Human Services
Misener, Daniel	Health and Human Services
Kane, Sandra	Judiciary
Dore, Robert	State's Attorney
Boyle, Andrea	State's Attorney

15 Years of Service

Mellish, Shawn	Corrections
Hassler, Jonathan	Corrections
Moore, Michael	Corrections
Moran, Scott	Deputy
Hanks, Kevin	Deputy
Stricker, Steven	Sheriff
Langston, Jason	Sheriff
Peters, Michael	Sheriff
Pearson, Richard	Sheriff
Mickelson, Rennetta	County Clerk / Recorder
Bielema, Keith	Health and Human Services

Rybski, Aaron
VanGundy, RaeAnn
Burscheid, John
Reinert, Sherril
White, Lynne
Swiss, Nicole
Kollins, Darryl

20 Years of Service

Diehl, Marlene
Runkle, Pamela
Graham, Charles
Leinen, Robert
Rasmusson, Garth
Kramer, Brian
Bunting, Mark
Chronister, Kathy
Goldsmith, Ben

25 Years of Service

Jennings, Sabrina
Morel, Phillip
Klaas, Francis

35 Years of Service

Luman, Michael

Health and Human Services
Health and Human Services
Highway
Chief County Assessing Officer
County Clerk / Recorder
Judiciary
Technology Services

Circuit Clerk
Circuit Clerk
Corrections
Corrections
Corrections
Sheriff
Sheriff
Health and Human Services
Highway

Corrections
Facilities
Highway

Sheriff

NEW BUSINESS

County Clerk & Recorder's Office and Assessor's Office Bargaining Agreement

Member Davidson moved to approve the collective bargaining agreement between the County of Kendall and the Kendall County Clerk and the General Chauffeurs, Sales Drivers & Helpers Teamsters Local Union No 330 (County Clerk & Recorder's Office and Assessor's Office Bargaining Unit) from December 1, 2016 through November 30, 2019. Member Cullick seconded the motion.

Assistant State's Attorney Leslie Johnson reviewed the agreement with regards to the terms, health insurance, new hire notification, sick leave, wages and starting salary.

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

Facilities Management Department Bargaining Agreement

Member Gilmour moved to approve the collective bargaining agreement between the County of Kendall and the General Chauffeurs, Sales Drivers & Helpers Teamsters Local Union No 330 (Facilities Management Department Bargaining Unit) from December 1, 2016 through November 30, 2019. Member Kellogg seconded the motion.

Assistant State's Attorney Leslie Johnson reviewed the agreement with regards to the terms, health insurance, new hire notification, on call pay, subcontractor letter and wages.

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

Highway Department Bargaining Agreement

Member Kellogg moved to approve the collective bargaining agreement between the County of Kendall and the International Union of Operating Engineers Local Union No 150 from December 1, 2016 through November 30, 2020. Member Davidson seconded the motion.

Assistant State's Attorney Leslie Johnson reviewed the agreement with regards to the terms, health insurance, sick and vacation notice and wages.

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

Securus technologies Agreement

Member Prochaska made a motion to approve bid and agreement with Securus Technologies for the video visitation and video bond/court at the Public Safety Center and Courthouse. Member Kellogg seconded the motion.

Sheriff Baird explained that this is a security upgrade at no cost to the county and a 3 year agreement.

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

A complete copy of IGAM 17-01 is available in the Office of the County Clerk.

ELECTED OFFICIALS REPORT AND OTHER DEPARTMENT REPORTS

Sheriff

Sheriff Baird introduced Nick Roti from HIDTA (High Intensity Drug Trafficking Area) who spoke about the law enforcement efforts going on in the county. Sheriff Baird spoke about the pharmaceutical drop off program.

County Clerk

Revenue Report		12/1/16-12/31/16	12/1/15-12/31/15	12/1/14-12/31/14
Line Item	Fund			Revenue
	County Clerk Fees	\$1,053.00	\$705.00	\$682.50
	County Clerk Fees - Marriage License	\$1,200.00	\$780.00	\$990.00
	County Clerk Fees - Civil Union	\$30.00	\$0.00	\$30.00
	County Clerk Fees - Misc	\$2,194.85	\$1,494.47	\$1,534.00
	County Clerk Fees - Recording	\$38,504.00	\$24,292.00	\$23,235.00
01010061205	Total County Clerk Fees	\$42,981.85	\$27,271.47	\$26,471.50
01010001185	County Revenue	\$46,956.50	\$32,707.00	\$20,427.75
38010001320	Doc Storage	\$21,715.00	\$14,344.00	\$14,161.50
51010001320	GIS Mapping	\$36,574.00	\$24,196.00	\$23,886.00
37010001320	GIS Recording	\$4,564.00	\$3,022.00	\$2,982.00
01010001135	Interest	\$50.32	\$48.23	\$39.10
01010061210	Recorder's Misc	\$9,275.50	\$3,082.00	\$6,174.75
81010001320	RHSP/Housing Surcharge	\$18,954.00	\$12,690.00	\$12,285.00
CK # 18150	To KC Treasurer	\$181,071.17	\$117,360.70	\$106,427.60

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 ONE MONTH ENDED 12/31/2016

<u>REVENUES*</u>	Annual <u>Budget</u>	2016 YTD <u>Actual</u>	2016 YTD <u>%</u>	2015 YTD <u>Actual</u>	2015 YTD <u>%</u>
Personal Property Repl. Tax	\$370,000	\$16,246	4.39%	\$16,412	4.04%
State Income Tax	\$2,400,000	\$219,333	9.14%	\$0	0.00%
Local Use Tax	\$625,000	\$48,285	7.73%	\$138,110	29.39%
State Sales Tax	\$480,000	\$55,628	11.59%	\$35,044	6.42%
County Clerk	\$330,000	\$33,856	10.26%	\$25,021	6.99%

Fees					
Circuit Clerk Fees	\$950,000	\$0	0.00%	\$60,208	6.34%
Fines & Foreits/St Atty.	\$430,000	\$0	0.00%	\$27,556	5.80%
Building and Zoning	\$62,000	\$11,346	18.30%	\$0	0.00%
Interest Income	\$37,500	\$0	0.00%	\$2,058	6.86%
Health Insurance - Empl. Ded.	\$1,266,058	\$123,257	9.74%	\$112,909	9.03%
1/4 Cent Sales Tax	\$2,920,000	\$234,724	8.04%	\$234,921	8.71%
County Real Estate Transf Tax	\$396,420	\$29,337	7.40%	\$22,302	5.63%
Correction Dept. Board & Care	\$875,000	\$24,880	2.84%	\$49,800	6.50%
Sheriff Fees	\$255,000	\$17,811	6.98%	\$20,037	5.64%
TOTALS	\$11,396,978	\$814,704	7.15%	\$744,378	6.52%
Public Safety Sales Tax	\$5,068,000	\$410,963	8.11%	\$402,617	8.39%
Transportation Sales Tax	\$4,750,000	\$410,963	8.65%	\$402,617	9.36%

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

To be on Budget after 1 month the revenue and expense should at 8.33%

Treasurer Jill Ferko informed the board that the revenues for the Circuit Clerk and State's Attorney's Offices were posted in November. The auditors have been sent the information they are requesting and W-2's and 1095's are done.

State's Attorney

State's Attorney Eric Weis presented the yearend report.

STATE'S ATTORNEY 2016 REPORT

The Kendall County State's Attorney's Office issued its 2016 year-end report, which reports case statistics, revenue and budget details, as well as comparisons to previous years. The majority of the resources from the State's Attorney's Office are dedicated to the prosecution of criminal cases. Eight assistant state's attorneys and the State's Attorney handled nearly 10,000 new criminal/traffic files last year including First Degree Murder and other serious violent offenses. A break down of the cases filed and the dispositions of those cases are detailed below:

Case type	2016	2015	2014
Felony *	419	404	424
Misdemeanor (Excluding DUI)	990	1079	1114
DUI	211	249	245
Traffic	7,800	9,202	10,219

Juv. Delinquency **	226	300	241
Juv. Abuse & Neglect	9	11	36
Juv. Truancy	10	16	10
Total cases filed ***	9,665	11,272	12,289

* Multiple counts are usually filed as one case number. ** Only includes cases referred to the State's Attorney's Office from Court Services. *** Does not include civil cases, child support enforcement cases, ordinance violations, and post-sentence cases (Probations, Supervision, Conditional Discharge, Post-IDOC restitution, Post Conviction Petitions).

Of cases disposed of, convictions resulted in 95% of the cases in 2015 and 96% of the cases in 2016 as of January 6, 2017.

State's Attorney, Eric Weis stated that they continue to use the Child Advocacy Center; they had 89 interviews last year. The Juvenile Justice Council will have another SKY run, last year they raised approximately \$9,000. The fall conference of the Illinois Prosecutor-based Victims Assistants Association was hosted in Kendall County. The office had over 600 requests for review from different entities across the county including county board, elected officials, and department heads. Mr. Weis stated that they have been dealing with collective bargaining since 2012; the county has saved about \$750,000 since then.

Coroner

Description	**	Month: December	Fiscal Year-to-Date	December 2015-FY 16
Total Deaths		33	33	33
Natural Deaths		27	27	30
Accidental Deaths				
Overdose	**	2	2	0
Motor Vehicle		0	0	3
Other		0	0	0
Pending	**	3	3	0
Suicidal Deaths	**	1	1	0
Homicidal Deaths		0	0	0
Toxicology		6	6	4
Autopsies		6	6	3
Cremation Authorizations		22	22	18

**

Overdose Deaths:

- 12/01/2016- Plainfield/Joliet PD – 40 yo, white, male – Cocaine, Heroin and Fentanyl Intoxication
- 12/04/2016- Plano/Plano PD – 37 yo, white, female – Methadone Intoxication

Pending Deaths:

- 12/02/2016- Montgomery/Kendall County Sheriff – 66 yo, white female, Pending Investigation
- 12/15/2016- Oswego/Oswego Police – 47 yo, white female, probable overdose/pending toxicology
- 12/31/2016- Plano/Plano PD – 32 yo, white male, probable overdose/pending toxicology

Suicidal Deaths:

- 12/22/2016- Oswego/Oswego PD – 46 yo, white male, Asphyxiation due to Hanging

PERSONNEL:

- New Chief Deputy Coroner, Samantha Marshall, hired December 1, 2016.
- Coroner Purcell provided presentation for Operation Impact at Yorkville High School on December 1, 2016.

Coroner Jacquie Purcell gave special recognition to the Sheriff's Office for circumstances that arose on a call this morning; officers went above and beyond.

Health Department

Dr. Tokars announced that in partnership with the Kendall County Sheriff's Office the Health Department is offering a series of violence prevention trainings.

Supervisor of Assessments

Supervisor of Assessments Andy Nicoletti stated that Board of Review finished up all the hearings, final decision sent out around February 1st.

Regional Office of Education

Superintendent Chris Mehochko stated that the reports are in the packet. February 25th is the spelling bee and they are still cleaning up the dissolution of the Kendall County Co-Op. There will be a presentation on internet safety for parents on February 21, 2017 at Traughber Jr High at 6:30pm.

STANDING COMMITTEE REPORTS

Planning, Building and Zoning

Stephenie Todd Resolution

Member Davidson moved to approve the resolution honoring Stephenie (Sucik) Todd. Member Purcell seconded the motion. Chairman Gryder asked for a voice vote on the motion. All members present voting aye. Motion carried.

COUNTY OF KENDALL, ILLINOIS Resolution Honoring Stephenie (Sucik) Todd Resolution 17 – 01

WHEREAS, the members of the Kendall County Board are saddened by the news of the death of Stephenie (Sucik) Todd, who passed away on November 7, 2016; and

WHEREAS, Stephenie (Sucik) Todd was born on January 28, 1944, the daughter of Stephen and Pearl Sucik; and

WHEREAS, Stephenie (Sucik) Todd was married to Thomas J. Todd in 1966 and was the proud mother of Thomas H. Todd, Liberty (Russell) Gee, and Julie (Leif) Rogers; and grandmother to Luke Rogers and Juniper Gee; and

WHEREAS, Stephenie (Sucik) Todd gave up a career as a manager at Illinois Bell/AT & T to raise their children and help found Todd Surveying; and

WHEREAS, Stephenie (Sucik) Todd was an avid genealogist and local historian, she participated in the founding of several local historical preservation and genealogical organizations; and

WHEREAS, Stephenie (Sucik) Todd was an expert in researching the history of property transfers and ownership, a skill that benefited her in her second career as a real estate agent; and

WHEREAS, Stephenie (Sucik) Todd was awarded the Oswegoland Heritage Association Mary Cutter Bickford Award for excellence in preserving local history in 2016; and

WHEREAS, Stephenie (Sucik) Todd will be remembered for bringing the stories of previous generations to life through the annual Oswego Cemetery walk; and

WHEREAS, Stephenie (Sucik) Todd joined efforts with the Sons of the Union Veterans of the Civil War to dedicate new markers and headstones for 22 Union soldiers from the Civil War, including three African-American soldiers, in the Oswego Township Cemetery; and

WHEREAS, Stephenie (Sucik) Todd will always be remembered for assisting in the founding of the Kendall County Historic Preservation Commission, her endless knowledge of the County and extensive databases and pictures as she surveyed Kendall County for many years; therefore, be it

RESOLVED, BY THE RESIDENTS OF KENDALL COUNTY AS REPRESENTED BY THE KENDALL COUNTY BOARD, that we mourn the passing of the Stephenie (Sucik) Todd and extend our sincere condolences to her family, friends, and all who knew and loved her.

Approved on January 17, 2017
Scott R. Gryder, County Board Chair

Attest:
Debbie Gillette, County Clerk and Recorder

Public Safety

Member Prochaska stated that they met on January 9, 2017, heard reports and had no action items for the board.

Administration/HR

IMRF Resolution

Member Gilmour moved to approve the resolution relating to participation by Elected Officials in the Illinois Municipal Retirement Fund. 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 Resolution 17-02 is available in the Office of the County Clerk.

Highway

Preliminary Engineering Agreement – Amend Rd

Member Kellogg moved to approve an agreement with Hampton, Lenzini and Renwick, Inc to provide preliminary engineering services for the replacement of a drainage structure on Ament Road utilizing township Bridge Program Funds in the amount of \$28,500. 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 17-03 is available in the Office of the County Clerk.

Preliminary Engineering Agreement – Clear Creek Bridge

Member Gilmour moved to approve an agreement with Hutchison Engineering, Inc to provide preliminary engineering services for the replacement of the Clear Creek Bridge in Millington in the amount not to exceed \$177,100. 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 17-04 is available in the Office of the County Clerk.

Preliminary Engineering Agreement – Grove Road Bridge

Member Prochaska moved to approve a supplemental agreement with Willett Hofmann & Associates, Inc for the completion of preliminary engineering on the Grove Road Bridge over W Aux Sable Creek in the amount of \$48,479.99. Member Cullick 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 17-05 is available in the Office of the County Clerk.

Spring Road Postings

Member Cullick moved to approve the resolution authorizing the posting of weight limit restrictions on certain roads in Kendall County. Member Gilmour seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye except Davidson who voted nay. **Motion carried 9-1.**

KENDALL COUNTY

Resolution No. 17-03

A Resolution Providing for Spring Road Postings of Certain County Highways

WHEREAS, Kendall County Board has determined that certain county highways under their jurisdiction, by reason of deterioration, rain, snow, or other climate conditions, will be seriously damaged or destroyed unless the permissible weights of vehicles thereon are reduced; and

WHEREAS, authority has been granted to the County Board to limit the gross weight of vehicles on certain county highways by Illinois Statute 625 ILCS 5/15-316.

THEREFORE, BE IT RESOLVED, that Kendall County Board hereby reduces and restricts the gross weight of vehicles operating on the following county highways, or portions thereof, to a maximum of 12 tons gross weight, for a period not exceeding 90 days and until such time that weight limitation signs are removed by Kendall County Highway Department.

BE IT FURTHER RESOLVED, that the provisions of this Resolution shall be in full force and effect upon the erection of weight limitation signs on the following listed roads:

LIST OF POSTED ROADS – 2017

GROVE ROAD from Sherrill Road to U.S. Route 52
PLATTVILLE/CHICAGO RD. from Illinois Route 47 to Grove Road
VAN EMMON ROAD from Yorkville City Limits to Illinois Route 71
WHITEWILLOW ROAD from Illinois Route 47 to Grove Road

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

Scott Gryder – Kendall County Board Chairman

I, Debbie Gillette, County Clerk in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the Kendall County Board, at its regularly scheduled meeting in Yorkville, Illinois, on the 17 day of January, A.D. 2017.

Debbie Gillette – County Clerk

BREAK

RECONVENE

Member Purcell did not return to the meeting after break.

Facilities

Member Davidson stated that the January 6, 2017 minutes are in the packet.

Finance

CLAIMS

Member Purcell moved to approve the claims submitted in the amount not to exceed \$834,416.32 and Petit Juror Claims from in an amount not to exceed \$2,832.35. Member Kellogg seconded the motion.

COMBINED CLAIMS: FCLT MGMT \$73,833.19, B&Z \$5,150.74, CO CLK & RCDR \$589.66, ELECTION \$495.00, ED SRV REG \$5,900.17, SHRFF \$22,402.83, CRRCTNS \$32,650.42, EMA \$1,166.51, CRCT CT CLK \$37.99, JURY COMM \$3,279.94, CRCT CT JDG \$21,776.50, CRNR \$2,506.37, CMB CRT SRV \$6,666.03, ST ATTY \$11,929.81, SPRV OF ASSMNT \$1,739.85, TRSR \$2,592.38, AUD & ACCT \$3,300.00, OFF OF ADM SRV \$169.66, GNRL INS & BNDG \$482.00, CO BRD \$243.50, TECH SRV \$1,320.20, KENCOM \$176,720.72, SOIL & WTR \$32,000.00, CONTINGEN \$1,663.65, CAP IMPRV FND \$217.30, CO HWY \$59,917.38, CO BRDG \$80,270.06, TRNSPRT SALES TX \$43,356.26, HLTH & HMN SRV \$61,990.33, FRST PRSRV \$283.52, ELLIS HS \$724.95, ELLIS GRNDS \$54.64, ELLIS RDNG LSSNS \$391.59, ELLIS WDDNGS \$661.31, HOOVER \$801.34, ENV ED SCHL \$13.48, ENV ED NTRL BGNNGS \$69.02, ENV ED LWS OF NTR \$82.38, GRNDS & NTRL RSRCS \$2,752.23, ANML CNTRL \$244.25, RCDR DOC STRG \$5,500.00, HIDTA \$72,382.42, CMSRY FND \$600.04, COOK CTY REIMB FND \$4,979.23, CRT SEC FND \$3,162.87, CRT AUTOMA \$61,267.38, PRBTN SRV \$3,665.57, GIS \$2,041.00, KAT \$190.00, PUB SFTY \$23,760.00, CRTHSE RNVTNS \$100.00, VAC \$1,659.37

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

Coroner Claims

Member Purcell moved to approve the coroner claims in the amount not to exceed \$2,506.37. Member Kellogg seconded the motion. Chairman Gryder asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

Health & Environment

Food Protection Ordinance

Member Gilmour made a motion to approve the Food Protection Ordinance and authorize forwarding to the Illinois Department of Public Health for review and approval and rescind Ordinance 16-16 approved 9/20/16. Member Prochaska seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 17-01 is available in the Office of the County Clerk.

Water Supplies Ordinance

Member Gilmour made a motion to approve the Water Supplies Ordinance and authorize forwarding to the Illinois Department of Public Health for review and approval and rescind Ordinance 16-17 approved 9/20/16. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 17-02 is available in the Office of the County Clerk.

Wastewater Treatment System Ordinance

Member Gilmour made a motion to approve the Wastewater Treatment System Ordinance and authorize forwarding to the Illinois Department of Public Health for review and approval and rescind Ordinance 16-18 approved 9/20/16. Member Cullick seconded the motion. Chairman Shaw asked for a roll call vote on the motion. All members present voting aye. **Motion carried.**

A complete copy of Ordinance 17-03 is available in the Office of the County Clerk.

Labor & Grievance

Member Davidson stated that they will not have a meeting.

Committee of the Whole

Chairman Gryder reported that they talked about printing costs and the IMRF resolution.

STANDING COMMITTEE MINUTES APPROVAL

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

SPECIAL COMMITTEE REPORTS

VAC

Chairman Gryder spoke about Red Shirt Fridays, remembering everyone deployed. Included in the packet is a Veteran Benefit 101 Newsletter, Women Vets Connect and a Benefits & Brunch announcement.

Historic Preservation

No meeting.

Board of Health

Meeting is tonight, January 17, 2017.

Juvenile Justice Council

Member Gilmour stated that they will be meeting on January 24, 2017 and they will be talking about getting people registered for the race and looking for sponsorships.

OTHER BUSINESS

A special Committee of the Whole meeting was called for January 31, 2017 at 6:00pm to discuss Leopardo.

Chairman's Report

APPOINTMENT

Cathi Mundsinger – 708 Mental Health Board – 4 year term – expires January 2021

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

ADJOURNMENT

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

Approved and submitted this 15th day of February, 2017.

Respectfully submitted by,
Debbie Gillette
Kendall County Clerk

Kendall County Clerk				
Revenue Report		1/1/17-1/31/17	1/1/16-1/31/16	1/1/15-1/31/15
Line Item	Fund	Revenue	Revenue	Revenue
	County Clerk Fees	\$ 918.00	\$ 669.50	\$ 703.50
	County Clerk Fees - Marriage License	\$ 810.00	\$ 780.00	\$ 450.00
	County Clerk Fees - Civil Union	\$ -	\$ -	\$ -
	County Clerk Fees - Misc	\$ 1,889.00	\$ 1,701.50	\$ 1,251.00
	County Clerk Fees - Recording	\$ 30,923.00	\$ 22,862.00	\$ 24,387.00
01010061205	Total County Clerk Fees	\$ 34,540.00	\$ 26,013.00	\$ 26,791.50
01010001185	County Revenue	\$ 30,604.00	\$ 25,974.25	\$ 28,184.25
38010001320	Doc Storage	\$ 18,520.00	\$ 13,686.50	\$ 14,927.50
51010001320	GIS Mapping	\$ 31,166.00	\$ 23,079.00	\$ 25,250.00
37010001320	GIS Recording	\$ 3,892.00	\$ 2,885.00	\$ 3,156.00
01010001135	Interest	\$ 55.16	\$ 42.42	\$ 39.01
01010061210	Recorder's Misc	\$ 5,971.72	\$ 4,540.25	\$ 3,442.00
81010001320	RHSP/Housing Surcharge	\$ 16,524.00	\$ 12,051.00	\$ 12,663.00
37210001575	Tax Certificate Fee	\$ 1,800.00		
37210001576	Tax Sale Fees	\$ 1,585.00		
37210001577	Postage Fees	\$ 1,006.69		
CK # 18176	To KC Treasurer	\$ 145,664.57	\$ 108,271.42	\$ 114,453.26
Death Certificate Surcharge sent from Clerk's office \$1,008.00 ck # 18174				
Dom Viol Fund sent from Clerk's office \$135.00 ck 18175				

Kendall County Clerk Annual Report for 2016

The Kendall County Clerk & Recorder's Office forwards its 2016 year-end report which summarizes revenues and budget details as well as various functions processed through the Clerk & Recorder's Offices:

	2016	2015		2016	2015
Marriage Licenses Issued	549	475	Civil Union Licenses Issued	2	2
Death Certificates Printed	2881	2867	Home Births (Birth Certificates Processed)	8	4
Assumed Name Certificates Issued	178	167	Notary Certificates Issued	475	495
Number of Documents Recorded	21,361	20,524			

CLERK

- During 2016 the County Clerk's Office posted an additional 4 years of County Ordinances on the County's website, bringing the Ordinances available on the website through 1998
- The Clerk's Office continued to post expenditures online for the 4th straight year
- Tax Computation Reports for the 5th year
- District Rate Listings for the 7th year in a row
- The office processed 763 EIS forms for 2016, 13 more than in 2015
- Continual updates are made to the county yearbook throughout the year
- The Clerk participated in the annual tax sale held on October 27, 2016, where 514 tax certificates were issued and are now held in the Clerk's Office, 93 more than in 2015
- The Clerk completed 44 FOIA requests during the year, 13 more than in 2015
- New software was installed to issue marriage licenses and certified copies of marriage licenses
- The office came in under budget for the year

RECORDER

- 21,361 Documents recorded, 837 more than in 2015
- 23 Plats recorded, 14 less than in 2015
- This office was also under budget for the year

ELECTIONS

- As the Election Authority for Kendall County, the office conducted two elections in 2016. The General Primary Election and the General Election. 29,921 votes were cast at the Primary and 51,979 votes cast at the General Election
- In 2016 individuals were able to register and vote on Election Day, laptops were used for registration and voter check-in
- Election Judge training was held with the State Board of Elections, 260 Election Judges attended
- 5 Polling places were relocated
- Early voting site was introduced in Plano
- This office was also under budget for the year

Office of Jill Ferko

Kendall County Treasurer & Collector
111 W. Fox Street Yorkville, IL 60560

Kendall County General Fund

QUICK ANALYSIS OF MAJOR REVENUES AND TOTAL EXPENDITURES
FOR TWO MONTH ENDED 01/31/2017

<u>REVENUES*</u>	<u>Annual Budget</u>	<u>2017 YTD Actual</u>	<u>2017 YTD %</u>	<u>2016 YTD Actual</u>	<u>2016 YTD %</u>
Personal Property Repl. Tax	\$370,000	\$76,622	20.71%	\$69,845	17.18%
State Income Tax	\$2,400,000	\$366,545	15.27%	\$300,649	11.35%
Local Use Tax	\$625,000	\$100,946	16.15%	\$235,436	50.09%
State Sales Tax	\$480,000	\$102,103	21.27%	\$73,247	13.43%
County Clerk Fees	\$330,000	\$76,838	23.28%	\$52,292	14.61%
Circuit Clerk Fees	\$950,000	\$73,739	7.76%	\$141,583	14.90%
Fines & Foreits/St Atty.	\$430,000	\$29,906	6.95%	\$55,485	11.68%
Building and Zoning	\$62,000	\$13,224	21.33%	\$3,942	6.62%
Interest Income	\$37,500	\$5,835	15.56%	\$3,965	13.22%
Health Insurance - Empl. Ded.	\$1,266,058	\$212,014	16.75%	\$199,048	15.92%
1/4 Cent Sales Tax	\$2,920,000	\$466,677	15.98%	\$471,424	17.47%
County Real Estate Transf Tax	\$396,420	\$76,294	19.25%	\$55,009	13.88%
Correction Dept. Board & Care	\$875,000	\$93,597	10.70%	\$90,840	11.85%
Sheriff Fees	\$255,000	\$33,468	13.12%	\$32,941	9.28%
TOTALS	\$11,396,978	\$1,727,807	15.16%	\$1,785,704	15.65%
Public Safety Sales Tax	\$5,068,000	\$816,746	16.12%	\$816,101	17.00%
Transportation Sales Tax	\$4,750,000	\$816,746	17.19%	\$816,101	18.98%

*Includes major revenue line items excluding real estate taxes which are to be collected later. To be on Budget after 2 months the revenue and expense should at 16.66%

EXPENDITURES

All General Fund Offices/Categories

\$27,840,244	\$4,973,862	17.87%	\$4,805,395	17.06%
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KENDALL COUNTY CORONER
— JACQUIE PURCELL —

Description	**	Month: January 2017	Fiscal Year-to- Date	January 2016
Total Deaths		35	68	19
Natural Deaths		31	58	19
Accidental Deaths				
Overdose		0	2	0
Motor Vehicle	**	1	1	0
Other	**	1	1	0
Pending		0	0	0
Suicidal Deaths	**	2	3	0
Homicidal Deaths		0	0	0
Toxicology		4	10	2
Autopsies		4	10	2
Cremation Authorizations		19	41	11

**

Motor Vehicle Deaths:

1. 01/05/2017 – Yorkville/IL State Police – 17yo, female - Craniocervical Injuries due to Motor Vehicle Crash

Other Deaths:

1. 01/17/2017 – Oswego/Kendall County Sheriff – 69yo, male – Blunt Force Injuries of the Head due to a Fall Down the Stairs

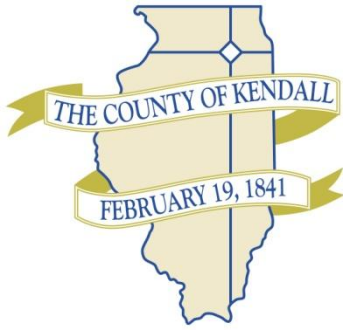
Suicidal Deaths:

1. 01/03/2017 – Aurora/Aurora PD – 41yo, male, Asphyxiation due to Hanging
2. 01/04/2017 – Montgomery/Kendall County Sheriff – 43yo, female, Hydrocodone and Acetaminophen Intoxication

PERSONNEL/OFFICE ACTIVITY:

1. Chief Deputy Coroner, Samantha Marshall, resigned 1/20/2017.

CARORUM AD CURAM



CHIEF COUNTY ASSESSING OFFICIAL
KENDALL COUNTY
ANDREW P. NICOLETTI
 111 West Fox Street – Rm. 303
 Yorkville, Illinois 60560-1498
 630-553-4146

February 7, 2016

The following is an **ESTIMATE** of the 2017 EAV. Actual figures are not available at this time.

\$3,095,321,296	2016 FINAL GROSS EAV
- \$ 66,570,212	2016 FARMLAND & FARM BUILDING EAV
\$3,028,751,084	2016 NON-FARM EAV
X 1.0621	2017 EQUALIZATION FACTOR (+6.21%)
\$3,216,836,526	2017 EQUALIZED ADJUSTED GROSS EAV
+ \$ 69,850,457	2016 FARM BUILDINGS AND FARMLAND WITH 2017 INCREASE (approx + 6.1%)
+ \$ 32,230,350	ESTIMATED NEW CONSTRUCTION
- \$ 20,706,128	ESTIMATED BOR REDUCTIONS
\$3,298,211,205	ESTIMATED 2017 EQUALIZED GROSS EAV

$\$3,298,211,205 / \$3,095,321,296 = 1.066$ or a 6.6% **INCREASE** IN EAV FROM 2016 TO 2017.

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 February 14, 2017 – Unofficial until approved

CALL TO ORDER

The meeting was called to order by Chairman Bob Davidson at 6:30 p.m.

ROLL CALL

Committee Members Present: Bob Davidson (Chairman) Judy Gilmour, and Scott Gryder

Committee Members Absent: Lynn Cullick and Matt Kellogg (Vice Chairman)

Also Present: Jeff Wilkins, County Administrator; Matt Asselmeier, Senior Planner

APPROVAL OF AGENDA

Motion by Member Gryder, second by Member Gilmour, to approve the agenda as written. With a voice vote of three ayes, the motion carried.

APPROVAL OF MINUTES

Motion by Member Gilmour, second by Member Gryder, to approve the minutes from the January 9, 2017 meeting. With a voice vote of three ayes, the motion carried.

EXPENDITURE REPORT

Committee reviewed the claims report. Motion by Member Gryder, second by Member Gilmour to recommend approval of claims to the County Board in the amount of \$12,053.42. By roll call vote, motion carried 3-0.

PUBLIC COMMENT

None

PETITIONS

Petition 17-01, Laura Hubbard requested a conditional use permit to hold a seasonal festival on June 24, 2017, at 7626 Ashley Road, Yorkville (PIN: 05-11-300-002 in Kendall Township). Ms. Hubbard held two (2) similar events at the same property last year; this event will be similar in size and duration. Chairman Davidson asked if the petitioner had any concerns with the time restrictions contained in the conditional use permit. Ms. Hubbard stated that she had no concerns regarding the time restrictions. Member Gryder asked if the petitioner planned to hold another event later in the year. Ms. Hubbard replied that she was considering holding a second event, but she had not determined a date. The Zoning Ordinance allows the PBZ Committee the ability to approve conditional use permits or PBZ Staff may administratively approve conditional use permits. Motion by Member Gryder, second by Member Gilmour to approve the conditional use permit subject to the terms of the affidavit and authorizing Staff to approve a second conditional use permit if the petitioner decides to hold a second event in 2017. By roll call vote, motion carried 3-0.

NEW BUSINESS

Staff presented a request for a building permit refund for Rick Montemayor, 60 Eastfield Road, Montgomery. The refund request is for \$50.00. Mr. Montemayor did not build the shed associated with the building permit and the PBZ department did not spend any time or funds reviewing the building permit. Motion by Member Gryder, second by Member Gilmour to recommend approval of the issuance of a building permit refund in the amount of \$50.00 to Rick Montemayor. By roll call vote motion carried 3-0.

Staff presented a resolution approving an intergovernmental agreement for reciprocal building inspection services between Kendall County and the United City of Yorkville. Mr. Wilkins reported that this is annual agreement and the only change from the previous year were the dates. PBZ conducted 8 inspections for Yorkville and Yorkville conducted 4 inspections for Kendall County during the previous year. Motion by Member Gilmour, second by Member Gryder to recommend approval of the intergovernmental agreement as presented. By roll call, vote motion carried 3-0.

Staff presented an update on petitions submitted since the January meeting. Petitioner 17-01, Mike and Cherie Bond are requesting a variance to the front yard setback at 232 Creek Drive, Plano. The proposal would reduce the front yard setback from 150 feet to 119.14 feet. The subject property is zoned A-1. The petitioners desire to construct a horse barn which will encroach into the setback without a variance. The public hearing before the ZBA is February 27th.

Staff presented the announcement of the Kendall County Regional Planning Commission's Annual Meeting. The meeting will be February 25th at 9:00 a.m.

OLD BUSINESS

Jet's Towing, located at 790 Eldamain Road, requested a rezoning from A-1 to M-1 and variances related to fencing (landscaping), side yard setbacks and parking surface. The petitioner did publish the legal notices before the deadline of the January RPC meeting. This proposal goes before the RPC on February 22nd and the ZBA on February 27th.

Robert Delaney, 1502 Church Road, requested a special use permit to operate an outdoor shooting range on property zoned A-1. The Special Use Hearing Officer will hear this proposal on April 3rd. This is unchanged from the January meeting.

John and Sharon Pagel, 2380 Douglas Road, requested a zoning map amendment to rezone their property from R-1 to R-3 in order to split the parcel and construct another home on the eastern half of the property. At their January 30th meeting, the RPC unanimously recommended denial of this proposal because drainage concerns and concerns over the impact of the development on the neighborhood. The petitioner requested that ZBA postpone the public hearing until May 1st.

Staff reported that IDOT will submit a variance request in order to relocate Kingmoor Drive. Kingmoor Drive is a private road connecting U.S. 34 to several houses along the Fox River. The Illinois Department of Transportation plans to construct a detention basin as part of the U.S.

34 widening project; IDOT worked with the local property owner to relocate Kingmoor Drive for this widening project.

Staff presented a memo on wineries. Discussion occurred whether or not to amend the restrictions placed on wineries in the Zoning Ordinance. The Committee would like the Zoning Ad-Hoc Committee to discuss this matter at their March meeting.

Mr. Asselmeier reported that he is finalizing the memos regarding noise and gun ranges. He is in the process of scheduling a meeting with the Sheriff's Department to see if the dosimeters measure sounds in the dBC range. Mr. Asselmeier will have more information at the next Committee meeting.

Chairman Davidson reported that he is trying to schedule a meeting with Mr. Walker and Attorney Dan Kramer regarding the berm and trees at 9111 Ashley Road. Chairman Davidson said that he will do noise tests on his property and that he will report back to the Committee the results of the meeting with Mr. Walker and Attorney Dan Kramer.

UPDATE FOR HISTORIC PRESERVATION

Motion by Member Gryder, second by Member Gilmour, to recommend approval of petition 17-02 an Ordinance Amending the Kendall County Historic Preservation Ordinance: Article II "Organization" by Reducing the Number of Commission Members to Five, Removing the Professional Credential Requirements, and Other Changes Caused by the Reduction in Size of the Commission. By roll call vote, motion carried 3-0.

REVIEW PERMIT REPORT

Committee reviewed the permit report. Motion by Member Gryder, second by Member Gilmour to approve the permit report. By roll call vote, motion carried 3-0.

REVIEW REVENUE REPORT

Committee reviewed the revenue report. Motion by Member Gryder, second by Member Gilmour to approve the revenue report. By roll call vote, motion carried 3-0.

CORRESPONDANCE

Staff reported that the Planning Commission of the City of Plano will hold a public hearing on their proposed Comprehensive Plan Update on March 6th, at 7:00 p.m., at Plano City Hall.

PUBLIC COMMENT

None

EXECUTIVE SESSION

None

ADJOURNMENT

Member Gryder motioned to adjourn, second by Member Gilmour. With a voice vote of three ayes, Chairman Davidson adjourned the meeting at 7:35 p.m.

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

**COUNTY OF KENDALL, ILLINOIS
RESOLUTION 2017-__**

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

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

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

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

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

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

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

Approved and adopted by the County Board of Kendall County, Illinois, this 21st day of February, 2017.

Board Chairman Signature:

Attest:

Scott R. Gryder, Chairman
County Board

Debbie Gillette
County Clerk

**INTERGOVERNMENTAL AGREEMENT FOR RECIPROCAL BUILDING
INSPECTION SERVICES BETWEEN KENDALL COUNTY, ILLINOIS AND THE
UNITED CITY OF YORKVILLE, ILLINOIS - 2017**

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

WITNESSETH:

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

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

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

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

EXHIBIT "A"

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

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

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

Section 2.

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

EXHIBIT "A"

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

EXHIBIT "A"

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

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

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

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

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

EXHIBIT "A"

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

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

Section 14. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.

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

EXHIBIT "A"

Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.

Section 16. All notices required or permitted hereunder shall be in writing and may be given by (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt

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

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

If to the City: Community Development Director
United City of Yorkville Building Safety and Zoning
800 Game Farm Road
Yorkville, Illinois 60560
Fax: 630-553-7264

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

Section 17. This Agreement may be executed in counterparts (including facsimile signatures), each of which shall be deemed to be an original and both of which shall constitute one and the same Agreement.

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

EXHIBIT "A"

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

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

Section 20. When performing inspections under the terms of this Agreement, Kendall County and City intend that any injuries to their respective employee shall be covered and handled exclusively by their jurisdiction's own worker's compensation insurance in place at the time of such injury. It is further agreed that all employee benefits, wage and disability payments, pension and worker's compensation claims, damage to or destruction of equipment, facilities, clothing and related medical expenses of the City or Kendall County and their respective inspectors, which may result from their activities under this Agreement, shall be the responsibility of the jurisdiction which employs the inspector making such a claim.

Section 21. The Parties will obtain and continue in force, during the term of this Agreement, all insurance as set forth below. Each insurance policy shall not be cancelled or changed without thirty (30) days prior written notice, given by the respective insurance carrier(s) to the parties at the addresses set forth in Section 16. Before starting inspections hereunder, the parties shall obtain the following insurance at a minimum: (a) Worker's Compensation and Occupational Disease Disability insurance, in compliance with the laws of the jurisdiction where

EXHIBIT "A"

the work is being performed; (b) Employer's comprehensive general liability insurance for both personal injury and property damage in the minimum amount of \$1,000,000 per occurrence and \$2,000,000 aggregate; (c) Comprehensive business automobile liability insurance in the minimum amount of \$1,000,000 combined single limit; and (d) Comprehensive excess liability insurance with a combined minimum single limit of \$1,000,000 for each occurrence and \$5,000,000 aggregate. Certificates of such insurance detailing the coverage therein shall be available to the other party upon execution of this Agreement. Neither party waives its immunities or defenses, whether statutory or common law by reason of the indemnification and insurance provisions contained in this Agreement.

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

Section 23. Either party may terminate this Agreement by providing thirty (30) calendar days' advance written notice to the other party. However, any act of bad faith in the execution of duties under this Agreement shall result in immediate termination of the other party's duties as laid out herein. For the purpose of this agreement, "bad faith" is an intentional dishonest act by not fulfilling legal or contractual obligations, misleading another, entering into an agreement without the intention or means to fulfill it, or violating basic standards of honesty in dealing with others. Also, the parties agree to provide prompt written notice within fifteen (15) calendar days to the other party if Kendall County Code Official Brian Holdiman's or City Building Code Official Pete Ratos' employment ceases for whatever reason. In such event, this Agreement shall immediately terminate upon receipt of said written notice.

EXHIBIT "A"

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

Section 25. Kendall County and the City each hereby warrant and represent that their respective signatures set forth below have been, and are on the date of this Agreement, duly authorized by all necessary and appropriate corporate and/or governmental action to execute this Agreement.

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

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

County Clerk

Attest:

City Clerk

COUNTY OF KENDALL, ILLINOIS
ADMINISTRATION HUMAN RESOURCES COMMITTEE
Meeting Minutes
Monday, February 6, 2017

CALL TO ORDER

Admin HR Committee Chair Lynn Cullick called the meeting to order at 5:30p.m.

ROLL CALL

Attendee Name	Status	Arrived
Judy Gilmour	Present	
Matthew Prochaska	Present	
Lynn Cullick	Late	5:43p.m.
Bob Davidson	Present	
John Purcell	Late	5:35p.m.

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

County Staff Present: Jeff Wilkins

APPROVAL OF AGENDA

Motion: Member Prochaska
Second: Member Davidson
RESULT: Approved with a Unanimous Voice Vote

APPROVAL OF MINUTES – January 23, 2017

Motion: Member Prochaska
Second: Member Davidson
RESULT: Approved with a Unanimous Voice Vote

DEPARTMENT HEAD AND ELECTED OFFICIAL REPORTS

- *Administrative Services* – Jeff Wilkins reviewed several items on the County Board agenda for Tuesday, February 7, 2017, and clarified the necessary votes needed for specific items on the agenda.

Mr. Wilkins also provided information to the committee on the Supervisor of Assessment position, the appointment, eligibility, term, reappointment, compensation, and salary reimbursement.

PUBLIC COMMENT – None

COMMITTEE BUSINESS

- *Closed Session Procedure Recommendations* – Member Cullick met with State’s Attorney Eric Weis and Assistant State’s Attorney Leslie Johnson about a procedure/process document, they did not have any recommendations at this point.
- *County Administrator Review* – Member Cullick distributed the evaluation form to all of the County Board members by email last week. County Board members will discuss at the February 21, 2017 meeting.
- *Employee Handbook Updates* – Nothing returned from the State’s Attorney’s Office for discussion or review.

Member Cullick reported that Chairman Gryder would like the committee to conduct a full review of the Employee Handbook as soon as possible. Member Cullick said that once the State’s Attorney’s Office has finished with their review of the items the committee sent over in January, she would like the committee to begin its review of the entire handbook.

There was consensus by the committee to use the first meeting of every month to review the employee handbook section by section.

ITEMS FOR COMMITTEE OF THE WHOLE - None

ACTION ITEMS FOR COUNTY BOARD - None

PUBLIC COMMENT – None

EXECUTIVE SESSION – None

ADJOURNMENT

Motion: Member Davidson Second: Member Prochaska RESULT: Approved with a Unanimous Voice Vote
--

This meeting was adjourned at 7:07p.m.

Respectfully Submitted,

Valarie McClain
Recording Secretary

HIGHWAY COMMITTEE MINUTES

DATE: February 14, 2017
LOCATION: Kendall County Highway Department
MEMBERS PRESENT: Matt Kellogg, Scott Gryder, Lynn Cullick and Bob Davidson
STAFF PRESENT: Ginger Gates, Fran Klaas and John Burscheid
ALSO PRESENT: P.J. Fitzpatrick and Kelly Farley

The committee meeting convened at 4:03 P.M. with roll call of committee members. Elizabeth Flowers absent. Quorum established.

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

Motion Gryder, second Cullick to approve the Highway Committee meeting minutes from January 10, 2017. Motion carried unanimously.

Motion Gryder; second Cullick to approve a resolution appropriating \$1,450,000 of Motor Fuel Tax Funds for the widening and resurfacing of Fox Road from Fox River Drive to Poplar Drive. Motion carried unanimously.

Motion Cullick; second Gryder to approve a resolution appropriating \$455,000 of Motor Fuel Tax Funds for the resurfacing of Plattville-Chicago Road from Route 47 to Grove Road. Motion carried unanimously.

Motion Gryder; second Cullick to approve a resolution appropriating \$325,000 of Motor Fuel Tax Funds for the resurfacing of Millington Road from Lions Road to a point $\frac{3}{4}$ mile south of Rogers Road. Motion carried unanimously.

An intergovernmental agreement between Kendall County, City of Yorkville and Bristol Road District was presented to the committee. Motion Cullick; second Gryder to recommend approval of the IGA to the County Board. The IGA addresses the proposed improvements to Kennedy Road as part of the Galena Road over Blackberry Creek bridge project. Kennedy Road would be used as a signed detour route during replacement of said bridge. Kellogg reported that the agencies are concurrently approving the IGA, which includes a \$160,000 payment by the County for their share of the cost of improving Kennedy Road. The \$160,000 is a not-to-exceed cost for the County, and the County will no longer be the lead agency. Improvements on Kennedy Road will have to be completed by May 15, 2018 which falls within the County's time schedule for the bridge replacement. Payment must be made by the County to the City within 30 days after the improvements are completed. The agreement also includes a provision that requires the City to donate a small parcel of right-of-way along the south side of Galena Road that is required as part of the bridge replacement project. Motion carried unanimously.

A resolution authorizing the use of eminent domain at the intersection of Millington Road and Rogers Road was presented to the committee. Motion Cullick; second Davidson to recommend approval of the resolution to the County Board. Davidson asked what would be the next move if

acquisition of these sight triangles didn't work. Klaas indicated that it would likely depend on the nature of any additional accidents, and whether vehicles were stopping at the stop signs or running the stop signs. Everything would be on the table; but he reminded the committee that Millington Road was a thru county highway, and he would prefer not to put 4-way stop signs at all the intersections on Millington Road. Davidson then discussed the idea of traffic signals, roundabouts, or other more significant improvements. Klaas indicated that those types of improvements could cost millions of dollars. He stated that the simplest safety improvements might include flashing lights, rumble strips and 4-ways stops. Davidson suggested that perhaps we should acquire more right-of-way than what we need for the sight triangles so that a larger improvement could be made in the future. Klaas stated the County would have to careful not to condemn property that isn't currently required for the proposed improvement. The current proposal is just for acquisition of extremely small slivers of right-of-way to provide increased intersection sight distance... about 0.03 acre in each corner. Gryder asked what the current traffic count was at this intersection. Burscheid indicated that Millington Road had about 1500 ADT, while Rogers Road had about 1150 to the east and 1650 to the west. Additional discussion continued on the nature of other rural accident locations around the county. Motion carried with Gryder voting no.

Kellogg reported that the County held a public information meeting on the Collins Road Extension, and it was very successful. There has subsequently been some negative feedback from folks in the subdivision to the south of the project; but Gryder reported that these folks were unaware that there is another subdivision planned in between their subdivision and the County's road project.

Klaas reported that Village of Millington has applied for \$17,500 in TAP funds for construction of sidewalks in Millington. This will come before the Highway Committee and County Board for approval in March. Because this was the only application, there will be a significantly larger balance in the Fund next year. Klaas suggested the County might want to consider using the TAP monies for construction of a path or sidewalk along Fox Road within the corporate limits of Yorkville sometime in the future. Davidson reminded the committee that we don't have to spend the money.

Kelly Farley updated the committee on the Little Rock Road safety project. CMT delivered all final bid documents to the County on February 3, 2017. The project goes to letting on March 31, 2017. Gryder asked what the traffic count was on Little Rock Road. South of Galena Road the count is 1750, while north of Galena Road it is over 6000.

Gryder asked about the status of the Dauberman Road project in Kane County. Klaas reported that he had attended the public information meeting. Said project is in Phase I Engineering, but there is no money for construction in Kane County's multi-year plan. The limits of the project are centered on Route 30 and the connection of Dauberman to Granart Road.

PJ Fitzpatrick also reported on the Collins Road Extension public hearing. He discussed the alternative alignments that they had previously investigated, and the updated purpose and need for the project, which is being reviewed by Illinois Department of Transportation. All the exhibits from the public meeting are now posted on the County's web site. There was good representation from local governmental agencies at the informational meeting. Most of the negative comments from the meeting revolved around the proposed redi-mix plant proposed along Minkler Road; but

one has nothing to do with the other. There were positive comments about proposed roundabouts on the corridor. After the purpose and need is established, WBK will be able to hit the project hard, and should be able to complete the Phase I Engineering by the end of this year. After completion, the County will be making application for Phase II funding through KKKCOM.

Pre-Phase I Engineering for the WIKADUKE Trail project will be discussed at the next committee meeting. The County Engineer is reviewing the scope of services for the agreement that will come before the County. Gryder reminded the committee that this project has been around for 25 years, so it's important to get working on it soon, as there are communities working on plans that will have an effect on the alignment.

Klaas indicated that Grundy County would like to have a joint transportation meeting soon to discuss mutual issues. Kellogg thought early April would be a good time frame. Gryder had heard that the new Grundy County Board Chair was interested in talking to Kendall County again in regard to Brisbin Road. Other issues with Brisbin Road were discussed as they relate to the reconstruction of Sherrill Road.

Motion Cullick; second Gryder to forward Highway Department bills for the month of February in the amount of \$218,572.21 to the Finance Committee for approval. Motion to approve bills carried unanimously.

Meeting adjourned at 4:47 P.M.

Respectfully submitted,



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

Action Items

1. Resolution appropriating \$1,450,000 of Motor Fuel Tax Funds for the widening and resurfacing of Fox Road from Fox River Drive to Poplar Drive.
2. Resolution appropriating \$455,000 of Motor Fuel Tax Funds for the resurfacing of Plattville-Chicago Road from Route 47 to Grove Road.
3. Resolution appropriating \$325,000 of Motor Fuel Tax Funds for the resurfacing of Millington Road from Lions Road to a point $\frac{3}{4}$ mile south of Rogers Road.
4. Intergovernmental Agreement between Kendall County, Bristol Road District, and City of Yorkville relating to the Galena Road Bridge Project and associated detour routes, including payment of \$160,000 to City of Yorkville for use of Kennedy Road as detour.
5. Resolution authorizing the use of eminent domain to acquire certain parcels of land for roadway purposes along Millington Road and Rogers Road within LaSalle County.



Illinois Department of Transportation

Resolution for Improvement by County Under the Illinois Highway Code

BE IT RESOLVED, by the County Board of _____ Kendall _____ County, Illinois, that the following described County Highway(s) be improved under the Illinois Highway Code:

County Highway(s) #1 (Fox Road) , beginning at a point near _____
Fox River Drive

and extending along said route(s) in a(n) easterly direction to a point near _____
Poplar Drive

_____ , a distance of approximately 4.167 miles ; and,

BE IT FURTHER RESOLVED, that the type of improvement shall be _____
HMA resurfacing incl. HMA safety shoulders, aggregate shoulders & pavement markings

and shall be designated as Section 17-00138-00-WR, Fox Road and,

BE IT FURTHER RESOLVED, that the improvement shall be constructed by _____
contract ; and
(Insert either "contract" or "the County through its officers, agents and employees")

BE IT FURTHER RESOLVED, that there is hereby appropriated the sum of _____
One million, four hundred fifty thousand and .00/100 dollars, (\$1,450,000)
from the County's allotment of Motor Fuel Tax Funds for the construction of this improvement and,

BE IT FURTHER RESOLVED, that the Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

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 County Board of
Kendall County, at its _____ County Board
meeting held at Yorkville, IL

on February 21, 2017
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and
affixed the seal of said County at my office in Yorkville, IL
in said County, this 21st day of February A.D. 2017

(SEAL) _____ County Clerk

Approved

Regional Engineer Department of Transportation

Date



Illinois Department of Transportation

**County Maintenance Resolution
17-00000-01-GM, Plattville/Chicago Road**

RESOLVED, by the County board of _____ Kendall _____ County, that \$455,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2017 and ending December 31, 2017, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

_____ Kendall _____ County, } ss.

I, Debbie Gillette County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

_____ Kendall _____ County, at its _____ County Board

meeting held at _____ Yorkville, IL

on February 21, 2017
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in _____ Yorkville in said County, this _____ day of _____ A.D. _____

(SEAL)

County Clerk

Approved

Regional Engineer Department of Transportation

Date



RESOLVED, by the County board of _____ Kendall _____ County, that \$325,000 is appropriated from the Motor Fuel Tax allotment for the maintenance on county or State highways and meeting the requirements of the Illinois Highway Code, and be it further

RESOLVED, that maintenance sections or patrols be maintained under the provision of said Illinois Highway Code beginning January 1, 2017 and ending December 31, 2017, and be it further

RESOLVED, that the County Engineer/County Superintendent of Highways shall, as soon as practicable after the close of the period as given above, submit to the Department of Transportation, on forms furnished by said Department, a certified statement showing expenditures from and balances remaining in funds authorized for expenditure by said Department under this appropriation, and be it further

RESOLVED, that the County Clerk is hereby directed to transmit two certified copies of this resolution to the district office of the Department of Transportation.

STATE OF ILLINOIS

_____ Kendall _____ County, } ss.

I, Debbie Gillette County Clerk, in and for said County, in the State aforesaid, and keeper of the records and files thereof, as provided by statute, do hereby certify the foregoing to be a true, perfect and complete copy of a resolution adopted by the County Board of

_____ Kendall _____ County, at its _____ County Board

meeting held at _____ Yorkville, IL

on February 21, 2017
Date

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of said County at my office in _____ Yorkville in said County, this _____ day of _____ A.D. _____

(SEAL)

County Clerk

Approved

Regional Engineer Department of Transportation

Date

**INTERGOVERNMENTAL AGREEMENT BETWEEN KENDALL COUNTY,
ILLINOIS, BRISTOL TOWNSHIP ROAD DISTRICT, ILLINOIS AND THE UNITED
CITY OF YORKVILLE, ILLINOIS RELATING TO THE GALENA ROAD BRIDGE
PROJECT AND ASSOCIATED DETOUR ROUTES**

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

WITNESSETH:

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

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

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

WHEREAS, Galena Road Bridge crosses over Blackberry Creek about three-tenths of a mile west of Kennedy Road, and it has been determined that it is in need of replacement; and

WHEREAS, in order to efficiently and safely replace the Galena Road Bridge (the “*Galena Road Bridge Project*”), it will be necessary for Kendall County to close Galena Road in its entirety at said bridge for approximately six months. Such closure will result in the need for a safe detour route for the motoring public during such construction period; and

WHEREAS, Kendall County has determined that the most proper signed detour route for Galena Road, as is represented on Exhibit A, would involve traffic being redirected onto Cannonball Trail, Bristol Ridge Road and Kennedy Road (the “*Subject Detour Route*”); and

WHEREAS, certain parts of Bristol Ridge Road and Kennedy Road are municipal roads within the jurisdiction of the City; and

WHEREAS, Bristol Ridge Road north of Blackberry Creek Road is a township road; and

WHEREAS, the portion of Bristol Ridge Road to be utilized by the Subject Detour Route would begin at Kennedy Road and extend northerly to a point just north of Blackberry Creek Bridge, a distance of approximately 1,300 feet; and

WHEREAS, the portion of Kennedy Road to be utilized by the Subject Detour Route would begin at Bristol Ridge Road and extend northerly to Galena Road for a distance of approximately 7,400 feet (the “*Subject Road*”); and

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

WHEREAS, it has been determined that the Subject Road is currently in need of resurfacing prior to being utilized as a detour route for the general motoring public and that

Kendall County will provide the City with partial funding for such resurfacing for the public's safety; and

WHEREAS, it is the understanding of the parties that upon completion of the Galena Road Bridge Project, the City alone will maintain, repair and otherwise care for the Subject Road and that Kendall County will have no duties to maintain, repair or otherwise care for the Subject Road at any time in the future; and

WHEREAS, Kendall County, the Township and the City wish to enter into an agreement wherein they will cooperate in the establishment of the Subject Detour Route for use by the public during the Galena Road Bridge Project's construction and Kendall County and the City seek to cooperate in the resurfacing of the Subject Road as is herein laid out.

NOW, THEREFORE, in consideration of the foregoing preambles, the mutual covenants contained herein and for good and valuable consideration, the sufficiency of which is agreed to by the Parties hereto, Kendall County, the Township and the City covenant, agree and bind themselves as follows, to wit:

1. The foregoing preambles are hereby incorporated into this Agreement as if fully restated in this paragraph 1.
2. The City shall perform all related project bidding, awarding, engineering, inspection, documentation and payment in regard to the resurfacing of certain parts of the Subject Road no later than May 15, 2018 (the "*Kennedy Road Project*"). The City shall perform all services as specified herein in compliance with state and federal laws and regulations. The City shall comply with all competitive bidding and selection requirements necessary for construction and completion of the Project pursuant to applicable state and federal laws.

3. Kendall County shall be responsible for reimbursing the City an amount not to exceed one hundred and sixty thousand dollars (\$160,000.00) for the costs, which are budgeted for use on the Kennedy Road Project. Following completion of the Kennedy Road Project, Kendall County shall remit payment of one hundred and sixty thousand dollars (\$160,000.00), or such lesser amount as described below, to the City within thirty (30) calendar days of written request of the funds. Should the project costs not rise above one hundred and sixty thousand dollars (\$160,000.00), the County shall only be responsible for reimbursement of the lesser amount incurred by the City on said project.
4. During the course of construction of the Kennedy Road Project, the City shall ensure that each contractor and/or subcontractor performing work on the Project shall obtain and continue in force during the term of the Project, all insurance necessary and appropriate and that each contractor and/or subcontractor contracted with to perform work on the Kennedy Road Project shall name Kendall County and the City as an Additional Insured on a Primary and Non-Contributory basis with respect to all liability coverage. Further, all contractor and/or subcontractor liability and workers' compensation policies must include a waiver of subrogation in favor of Kendall County and the City.
5. In consideration for the above services, the City will permit Kendall County to utilize the Subject Road, as well as Bristol Ridge Road as a signed detour route for the Galena Road Bridge Project, which is expected to last six months and take place within the next five (5) years. Further, the City shall donate to Kendall County an approximately ½ acre right-of-way on the South side of Galena Road for use in the Galena Road Bridge Project. Kendall county shall prepare all necessary plats, legal descriptions and title work to enable such donation to take place.

6. The Township shall also permit Kendall County to utilize the portion of Bristol Ridge Road under its jurisdiction as a signed detour route for the Galena Road Bridge Project, which is expected to last six months and take place within the next five (5) years.
7. The parties hereby understand and agree that this Intergovernmental Agreement shall not require, nor confer, any additional responsibility on any of the parties to undertake maintenance, repairs or improvements to the Subject Detour Route roadways, except as are already provided by law or otherwise described in this Agreement.
8. Each Party shall hold harmless, indemnify and defend the other parties, including such party's past, present, and future board members, elected officials, insurers, employees, and agents from and against all liability, claims, suits, demands, proceedings and actions, including costs, reasonable fees and expense of defense, arising from, to, any loss, damage, injury, death, or loss or damage to property (collectively, the "Claims"), to the extent such Claims result from either 1) intentional, willful, wanton, reckless or negligent conduct by such indemnifying party in the use, maintenance, repair, and/or resurfacing of the Subject Road or 2) such indemnifying party's failure to adequately perform its obligations pursuant to this Agreement. However, no Party shall be indemnified hereunder for any loss, liability, damage, or expense resulting from its own intentional, willful, wanton, reckless or negligent misconduct.

Nothing contained herein shall be construed as prohibiting The City, Township or 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. The City, Township and/or Kendall County's participation in their own defense shall not remove the other party's and/or Contractors and

Subcontractors' duty to indemnify, defend, and hold the other party harmless, as set forth herein. The City, Township and Kendall County do not waive their defenses or immunities under the Local Government and Governmental Employees Tort Immunity Act (745 ILCS 10/1 *et seq.*) or other such Acts by reason of indemnification or insurance.

9. Nothing in this agreement shall be interpreted to alter the parties' jurisdiction over any of the Subject Detour Route roadways.
10. Nothing in this Agreement shall be construed as to create a duty or responsibility on behalf of Kendall County to maintain, repair, replace, or otherwise control the Subject Road or the improvements completed thereon.
11. This Agreement and the rights of the parties hereunder may not be assigned (except by operation of law), and the terms and conditions of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties hereto. Nothing in this Agreement, express or implied, is intended to confer upon any party, other than the parties and their respective successors and assigns, any rights, remedies, obligations or liabilities under or by reason of such agreements.
12. Any notice required or permitted to be given pursuant to this Agreement shall be duly given if sent by fax, certified mail, or courier service and received. As such, all notices required or permitted hereunder shall be in writing and may be given by either (a) depositing the same in the United States mail, addressed to the party to be notified, postage prepaid and certified with the return receipt requested, (b) delivering the same in person, or (c) telecopying the same with electronic confirmation of receipt.

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

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

If to the City: City Administrator
United City of Yorkville
800 Game Farm Road
Yorkville, Illinois 60560

If to the Township: Jeff Corneils
Bristol Township Highway Commissioner
P.O. Box 165
Bristol, IL 60512

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

13. This Agreement shall be interpreted and enforced under the laws of the State of Illinois. Any legal proceeding related to enforcement of this Agreement shall be brought in the Circuit Court of Kendall County, Illinois. In case any provision of this Agreement shall be declared and/or found invalid, illegal or unenforceable by a court of competent jurisdiction, such provision shall, to the extent possible, be modified by the court in such manner as to be valid, legal and enforceable so as to most nearly retain the intent of the parties, and, if such modification is not possible, such provision shall be severed from this Agreement, and in either case the validity, legality, and enforceability of the remaining provisions of this Agreement shall not in any way be affected or impaired thereby.
14. 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.
15. This Agreement represents the entire agreement between the parties and there are no other promises or conditions in any other agreement whether oral or written. Except as stated

herein, this agreement supersedes any other prior written or oral agreements between the parties about the subject projects and may not be further modified except in writing acknowledged by all parties;

16. This Agreement may be terminated by any party by providing thirty (30) days advance written notice to the other party. However, the parties shall not be permitted to cancel the agreement once the City has begun the process of improving the subject portion of Kennedy Road. Further, neither the Township nor the City shall be permitted to terminate the Agreement once the Galena Road Bridge Project begins construction. Once construction has begun, any obligations assumed by the City and Township herein shall survive any termination of this Agreement
17. Nothing contained in this Agreement, nor any act of Kendall County, the Township or the City pursuant to this Agreement, shall be deemed or construed by any of the parties hereto or by third persons, to create any relationship of third party beneficiary, principal, agent, limited or general partnership, joint venture, or any association or relationship involving the County, Township and the City.
18. This Agreement shall be in full force and effect for a period of ninety-nine (99) years from the date of the last signature below unless: 1) it is agreed to terminate this Agreement in writing signed by all parties, or 2) it is cancelled pursuant to paragraph 18 above, or 3) the Galena Road Bridge Project is completed, at which time the Agreement shall be terminated.
19. This Agreement shall be effective upon approval by the respective legislative bodies of Kendall County, the Township and the City and the date of this Agreement shall be deemed as the last date of acceptance of this as provided herein below.

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

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

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

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

By: _____
Chair, Kendall County Board

By: _____
Mayor

Date: _____

Date: _____

Attest:

Attest:

County Clerk

City Clerk

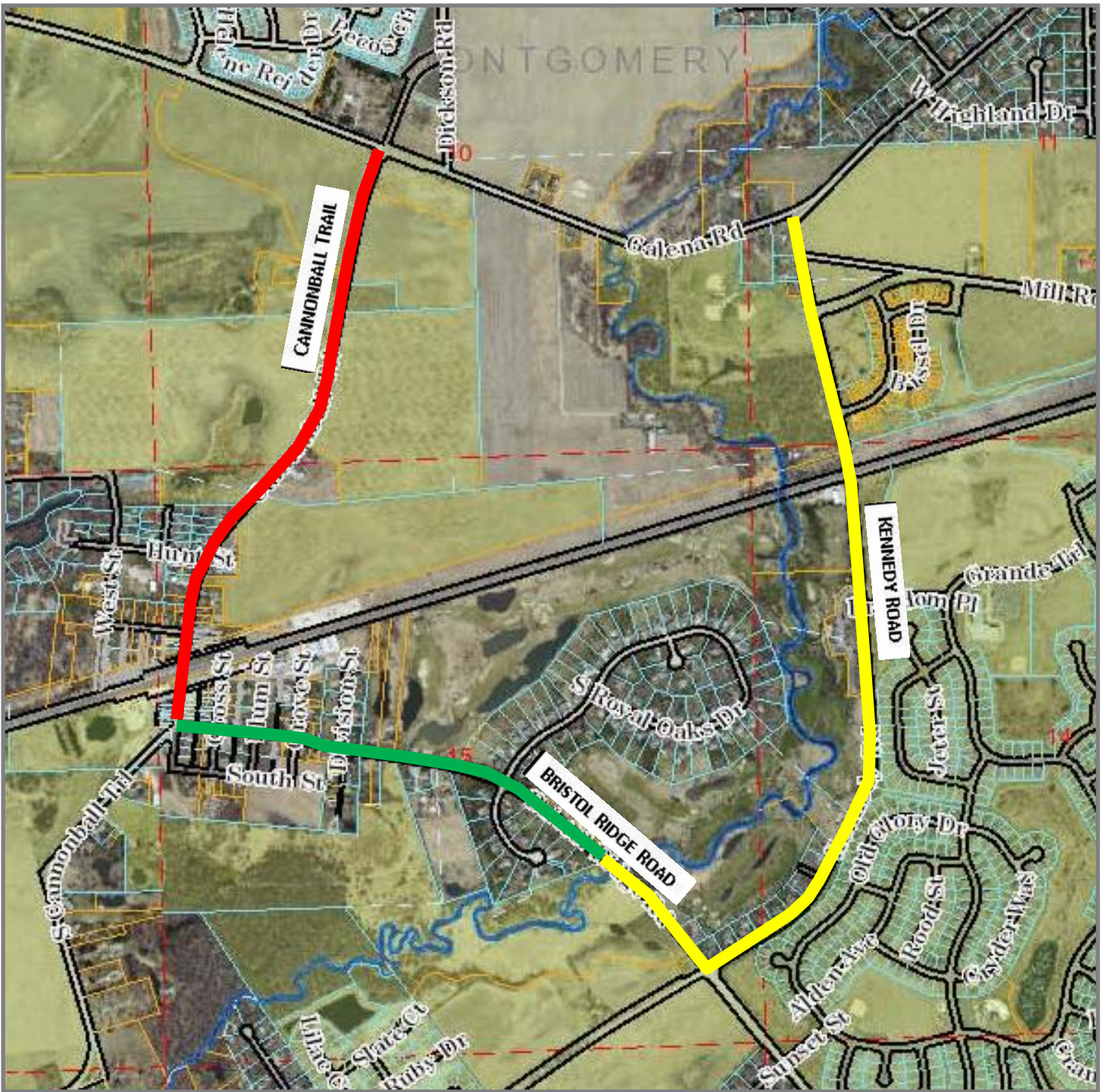
Bristol Township Road District, a unit of local
government of Illinois

By: _____
Commissioner, Bristol Township Road District

Date: _____

Attest:

Township Clerk



DETOUR ROUTE

for

Galena Road Bridge over Blackberry Creek

- Kendall County Jurisdiction
- Bristol Road District Jurisdiction
- City of Yorkville Jurisdiction

KENDALL COUNTY
Resolution No. _____

A Resolution Authorizing the use of Eminent Domain to acquire certain parcels of land for roadway purposes along Millington Road and Rogers Road within LaSalle County and Kendall County, Illinois

WHEREAS, the County of Kendall has determined that there is a need to provide improvements to Millington Road in Kendall County, Illinois, in an effort to enhance safety and sight distances for some motorists under certain conditions; and

WHEREAS, the County of Kendall believes it is imperative for all the residents of Kendall County that Millington Road in Kendall County and LaSalle County, Illinois be improved for the safety of the motoring public; and

WHEREAS, the County of Kendall has determined that the work and improvements to Millington Road in LaSalle County and Kendall County, Illinois, is for a public use, and constitutes a public purpose, namely, a public roadway; and it is necessary for Kendall County to have and acquire for the use of the People of the State of Illinois, County of Kendall, for roadway purposes the land and rights of the real property described hereinafter; and

WHEREAS, the County of Kendall has conducted the necessary engineering and environmental studies to determine the right-of-way requirements for said project; and

WHEREAS, the necessary plats, legal descriptions, and title commitments have been prepared; and

WHEREAS, the County of Kendall has deemed that portions of parcels 05-12-200-000 and 05-12-402-000, as further described within Exhibit "A", should be acquired by negotiated purchase and/or, negotiation failing, by eminent domain proceedings for highway purposes; and

WHEREAS, the compensation to each owner for each tract of real property to be acquired or for damages for the construction of the public roadway cannot be agreed on between the owners and Kendall County, even though Kendall County has attempted to effect such an agreement.

NOW, THEREFORE BE IT RESOLVED, that the above listed recitals are incorporated herein by reference; and

BE IT FURTHER RESOLVED, by the Kendall County Board, that the reconstruction of Millington Road at the intersection of Rogers Road in LaSalle County and Kendall County, Illinois be laid out, established, constructed and maintained as determined during the engineering work performed for said project; and that said improvements for the roadway be constructed, used, occupied, improved, and developed in a manner necessary and convenient for said use as a public highway; and

BE IT FURTHER RESOLVED, that it is hereby determined by the Kendall County Board that it is necessary and desirable that the County of Kendall acquire title to, and possession of, the real property as described; and that said real property is necessary and convenient for said highway purposes; and

BE IT FURTHER RESOLVED, that the Kendall County State's Attorney is hereby authorized, empowered and directed by the Kendall County Board to condemn the land necessary for the

improvement, construction, and expansion of public roads as described below and within Exhibit A, pursuant to the Eminent Domain Act, 735 ILCS 5/7-101, *et seq.*;

Parcel No.	Permanent Index No(s).	Owner	Legal Description
1	05-12-200-000	Arrowstar Farms, LLC, an Illinois limited liability company	See Exhibit A
4	05-12-402-000	Arrowstar Farms, LLC, an Illinois limited liability company	See Exhibit A

Said Exhibit A, which sets forth the legal descriptions of the real property is attached hereto and incorporated herein; and

BE IT FURTHER RESOLVED, that the Kendall County Board has previously appropriated monies to fund the acquisition of said properties and to cover all costs associated with the acquisition of said right-of-way by the approval of the FY 2016-2017 Annual Operating Budget and Transportation Sales Tax Fund; and shall use said monies to compensate said property owners as determined by the Court for the fee-simple or lesser title to the properties sought to be acquired; and

BE IT FURTHER RESOLVED, that the Kendall County Clerk is hereby directed to distribute certified copies of this resolution to the Kendall County Board Chairman, the State’s Attorney, the County Engineer, and the County Administrator.

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

 Scott Gryder - Kendall County Board Chair

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 _____ day of _____, A.D. 2017.

 Debbie Gillette – County Clerk

(SEAL)

PLAT OF SURVEY OF
PART OF THE EAST HALF OF SECTION 12, T36N-R5E, 3rd PM, NORTHVILLE TOWNSHIP, LASALLE COUNTY, ILLINOIS and
PART OF THE WEST HALF OF SECTION 7, T36N-R6E, 3rd PM, FOX TOWNSHIP, KENDALL COUNTY, ILLINOIS

LEGAL DESCRIPTION OF TRACT 1:

That Part of the Northeast Quarter of Section 12, Township 36 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of Section 7, Township 36 North, Range 6 East of the Third Principal Meridian; thence Southerly, along the East Line of said Northeast Quarter, 2615.44 feet to the Easterly extension of the Northerly Line of North 4650 Road; thence Westerly, along said Easterly extension which forms an angle of 89°02'31" with the last described course (measured counter-clockwise therefrom), 35.0 feet for the point of beginning; thence continuing Westerly along the last described course, being the Northerly Line of North 4650 Road, a distance of 25.0 feet; thence Northwesterly, 102.67 feet to a point on the West Line of Millington Road which is 100.0 feet Northerly of the point of beginning; thence Southerly, along said West Line of Millington Road, 100.0 feet to the point of beginning in Northville Township, LaSalle County, Illinois.

LEGAL DESCRIPTION OF TRACT 4:

That Part of the Southeast Quarter of Section 12, Township 36 North, Range 5 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of the Northwest Quarter of Section 7, Township 36 North, Range 6 East of the Third Principal Meridian; thence Southerly, along the East Line of said Northeast Quarter and the East Line of the Southwest Quarter of said Section 12, a distance of 2875.45 feet to the Easterly extension of the Southerly Line of North 4650 Road; thence Westerly, along said Easterly extension which forms an angle of 89°02'31" with the last described course (measured counter-clockwise therefrom), 35.0 feet for the point of beginning; thence continuing Westerly along the last described course, being the Southerly Line of North 4650 Road, a distance of 25.0 feet; thence Southwesterly, 103.48 feet to a point on the West Line of Millington Road which is 100.0 feet Southerly of the point of beginning; thence Northerly, along said West Line of Millington Road, 100.0 feet to the point of beginning in Northville Township, LaSalle County, Illinois.

- Indicates Iron Stake Found
- Indicates Iron Stake Set
- Indicates Line of Fence

NOTE: Plat revised 01/11/2018 as to Tract 3 Legal Description.

AREA TABLE		
Tract 1	1250 sq.ft.	0.0287 Ac.
Tract 2	1250 sq.ft.	0.0287 Ac.
Tract 3	1250 sq.ft.	0.0287 Ac.
Tract 4	1250 sq.ft.	0.0287 Ac.

LEGAL DESCRIPTION OF TRACT 2:

That Part of the Northwest Quarter of Section 7, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of said Northwest Quarter; thence Southerly, along the West Line of said Northwest Quarter, 2817.03 feet to the Westerly extension of the Northerly Line of Rogers Road; thence Easterly, along said Westerly extension which forms an angle of 91°16'44" with the last described course (measured clockwise therefrom), 35.0 feet for the point of beginning; thence continuing Easterly along the last described course, being the Northerly Line of Rogers Road, a distance of 25.0 feet; thence Northwesterly, 103.82 feet to a point on the East Line of Millington Road which is 100.0 feet Northerly of the point of beginning; thence Southerly, along said East Line of Millington Road, 100.0 feet to the point of beginning in Fox Township, Kendall County, Illinois.

LEGAL DESCRIPTION OF TRACT 3:

That Part of the Southwest Quarter of Section 7, Township 36 North, Range 6 East of the Third Principal Meridian described as follows: Commencing at the Northwest Corner of said Northwest Quarter; thence Southerly, along the West Line of said Northwest Quarter and the West Line of the Southwest Quarter of said Section 7, a distance of 2877.04 feet to the Westerly extension of the Southerly Line of Rogers Road; thence Easterly, along said Westerly extension which forms an angle of 89°16'44" with the last described course (measured clockwise therefrom), 35.0 feet for the point of beginning; thence continuing Easterly along the last described course, being the Southerly Line of Rogers Road, a distance of 25.0 feet; thence Southwesterly, 103.53 feet to a point on the East Line of Millington Road which is 100.0 feet Southerly of the point of beginning; thence Northerly, along said East Line of Millington Road, 100.0 feet to the point of beginning in Fox Township, Kendall County, Illinois.

State of Illinois } SS
 County of Kendall }

I, Philip D. Young, an Illinois Professional Land Surveyor and an officer of Philip D. Young and Associates, Inc., state that I have surveyed the above described tracts as shown by the plat hereon drawn which is a representation of said survey. Field work was completed December 3, 2015. This professional service conforms to the current Illinois minimum standard for a boundary survey.

Dated December 23, 2015 at Yorkville, Illinois

Philip D. Young
 Illinois Professional Land Surveyor No. 2678 (Expires 11/30/18)

EXHIBIT A

JOB NO.	15180
JOB NAME	MILLINGTON ROAD
DWG FILE	15180

Phillip D. Young and Associates, Inc.
 LAND SURVEYING - TOPOGRAPHIC MAPPING - Lic.#184-002775

1107B South Bridge Street
 Yorkville, Illinois 60560
 Telephone (630)553-1580

COUNTY OF KENDALL, ILLINOIS
FACILITIES MANAGEMENT COMMITTEE
MEETING MINUTES
MONDAY February 6, 2017

Committee Chair Bob Davidson called the meeting to order at 3:30 p.m.

Roll Call: Bob Davidson – yes, Tony Giles – here, Judy Gilmour here, – Audra Hendrix – here, Matt Kellogg – here. **With all members present, a quorum was formed to conduct business.**

Others Present: Facilities Management Director Jim Smiley

Approval of January 6, 2017 Meeting Minutes – Member Hendrix made a motion to approve the January 6, 2017 meeting minutes, second by Member Kellogg. All members voted aye via voice vote. **Motion approved.**

Public Comment – None

Member Hendrix made a motion to approve the agenda for the February 6, 2017 meeting, moving KenCom Glass Window Replacement to be discussed first, second by Member Gilmour. All members voted aye via voice vote. **Motion approved.**

New Business/Projects

1. *KenCom Glass Window Replacement* – Lynette Bergeron, Director of Communications at KenCom requested from the committee approval to replace the existing door windows, office windows and hallway windows with laminated glass. KenCom will fund this project. KenCom leases the building from the county; the state's attorney required a letter from KenCom to Facilities requesting permission for the project. Motion to forward to the February 21, 2017 County Board agenda for approval made by Member Gilmour, second by Member Hendrix. All members voted aye via voice vote. **Motion approved.**

Old Business/Projects

1. *Historic Courthouse (HCH) Window Replacement Project* – Director Smiley approved the drawings from the vendor. The windows should be ready in 6 – 8 weeks; the install date has not been set.
2. *Health & Human Services Counter Improvement Pricing Request* – Jim Smiley and Chairman Davidson met with Dr. Tokars to evaluate the glass countertop project. Chairman Davidson stated he suggested Dr. Tokars seek 50% or more funding from the Health Committee to do this project. If this happens, Chairman Davidson said he would look for funding for the remainder of the project.
3. *Microphone Addition Request for the County Board Room* – Mr. Smiley reported that the microphone came today however the base was not included. The base should be arriving within the week. Chairman Davidson reminded the committee that we are not sure if the system can handle the second microphone so the new microphone can be turned on and off. Jim also explained that a switch and a light was installed to allow the Board Room camera to be easily turned on & off.
4. *Courthouse Heat Transfer Wheel Repair* – Director Smiley informed the committee that parts have been received and installation is scheduled for Wednesday February 8th. Repair costs are \$8,000.00 and some change, which is coming from the operating budget.
5. *County Office Building Emergency Alarm Testing* – Director Smiley stated that multiple testing was completed last Friday. Jim stated that County Board Members have the choice to be alerted through email, phone and/or text. Jim stated that the wireless panic system is a way to alert everyone of what is going on in case of an emergency. Documentation & training will happen soon.
6. *SEDAC Energy Assistance Review – Public Safety Center* – Jim was asked by Jeff Wilkins, County Administrator to look into this program, which will provide an analysis of energy efficiency. Based on the recommendations SEDAC may provide some grant money towards the upgrades. Director Smiley informed the Committee that to meet the criteria the analysis would include the PSC and the Courthouse buildings. The application was just completed and submitted.

New Business/Projects

1. *Chairman's Report* ;
 - a. *Office Security needs* – Chairman Davidson wants to finalize the Leopardo project and Health and Human services project before addressing the office security need at the County Office Building. Mr. Smiley stated that he has updated the quotes to reflect the laminated glass costs compared to the bullet resistant glass costs. Chairman Davidson stated that this project would be on hold at this time. The Committee plans to re-address this item as a main topic within 2 to 3 months.
 - b. *Project submissions* – Chairman Davidson stated the need to create a policy and/or procedure needs to be created for future project submissions. Director Smiley said he work with County Administrator Wilkins to draft a policy/procedure to bring back to the committee.
2. *VAC Space Changes Request* – Mr. Smiley stated that Chad was unable to obtain approval from his board to lease new space for the VAC office. So, Chad asked Jim for a price to remodel their current office to install a door off the hallway for the shared VAC office. Jim gave Chad an approximate price for two options; 1) Move the existing door at a cost of \$200-500.00 or 2) Add and additional door at a cost of \$ 1,150.00, plus \$200-\$500.00 for paint, drywall etc. Chad will take the prices to the VAC board for approval.
3. *Approve 1-year Customer Service Agreement contract to be forwarded to the County Board for approval with the low bidder and our current voice line carrier Call One for the County Analog Phone Circuits for \$5,639.77 per month depending on usage* –

Director Smiley stated that RFP for this contract and the contract in item number four (4) below were low bid by our current provider Call One. The contracts were reviewed by the State's Attorney's Office. Chairman Davidson asked if more than a one (1) year contract was available. Mr. Smiley stated these contracts and an existing three (3) year contract will be up next year, so the county's whole phone system contract would be up at the same time next year. Jim also informed the committee that replacing the existing phone systems have been in the existing five (5) year plan and different circuits are needed when that happens. Currently Jim & Technology Services Director Koeppel are planning the system replacements for 2020. Since all the contracts expire next year at the same time it will be easier to make some circuit adjustments next year. Motion to forward both Call One contracts to the February 21, 2017 County Board agenda for approval made by Member Kellogg, second by Member Hendrix. All members voted aye via voice vote. **Motion approved.**
4. *Approve 1-year contract to be forwarded to the County Board for approval with the low bidder and our current voice line carrier Call One for the Centrex Phone Circuits for \$9 per month depending on usage* – Addressed in item number three (3) above.
5. *County Office Building Elevator Issues* – Mr. Smiley stated during the monthly inspection the elevator was found to be down 5 gallons of hydro oil, with no visible leak. This can be an indication the shaft is leaking. A test was preformed to determine if the fully extended shaft dropped more than 1 – 2” in 24 hours. The elevator passed the test, no problem found. **Project complete.**
6. *Health & Human Services X-Ray Machine* – Jim was asked to see if an x-ray machine that was received as a donation from a retiring dentist could fit in an office. The x-ray machine would fit in an office, however extra electrical will need to be installed. Vice Chairman Giles stated that HHS is looking to set up dental service and the donation of the equipment, which is in very good condition, is to be removed from the existing site soon and stored on our campus. HHS is aware that setting up dental services will be a lengthy process. Chairman Davidson's concern is, will the equipment deteriorate while in storage until the service is up and running?
7. *KCFM Records Disposal* – Director Smiley informed the Committee that the final meeting was completed and the application was signed. The State should send notice within the next few weeks on when and what can be destroyed.

8. *Five Year Sprinkler Inspections* – Mr. Smiley stated the inspections were completed and all systems passed. Jim also stated that new gauges needed to be installed as part of the inspection. The cost for the inspections will come from the equipment maintenance fund.
9. *Circuit Clerk Counter and Room Pass Through Project* – Jim met with cabinet maker and they should be submitting a design shortly for approval. Tile and electric will need to be moved while the Circuit Clerk’s office is still in operation. Mr. Smiley stated the Circuit Clerk would like to complete the project by March.
10. *Coroner’s Autopsy Table Replacement* – Director Smiley stated that once signed off, the table will be ordered. Jim also stated that it would take 90 days to receive. The water supply and electric will need to be lowered in order to retrofit it to the new table.
11. *State’s Attorney Cubicle Project* – Director Smiley was asked late last year by the State’s Attorney Eric Weis to get pricing modify existing cubicles in his office. Mr. Smiley stated that the initial idea was to re-use/combine old panels with the new panels however, there were not enough old panels to re-combine. Jim has been in contact with the vendor and Eric to purchase the needed panels. They have 2 of the 4 cubicles done. The State’s Attorney’s Office is paying for the project.
12. *Courthouse Roof Leaks* – Mr. Smiley informed the Committee that a clamp loosed up on drain during the last heavy rain storm, which caused the drainpipe to become heavy and drop the pipe which in turn leaked water inside the Probation Department. Jim stated the clamp was re-tightened and a support was added underneath the pipe to prevent it from dropping down again. Jeff Wilkins, County Administrator requested this item be placed on this agenda as the issue was discussed at the Judicial Committee meeting where there was an inquiry if the roof should be replaced. Mr. Smiley stated that he was already allocating money to replace sections of roofs at the Courthouse and the Public Safety Center in the new five (5) year Capital plan. Another leak in CR111 was discovered and fixed, which also leaked last year. Jim states that proactive maintenance will continue to try to prevent issues with leaks.
13. *Annual Backflow Inspections* – Director Smiley stated this is a pressure test on the devices that keep building water from re-entering the City mains, in the event of an outside pressure loss to the facility. This is a State mandated test that needs to be competed every year by a certified plumber, where the results are filed with the City of Yorkville and the State of Illinois.

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

Questions from the Media - None

Executive Session – Not needed

Adjournment – Chairman Davidson asked if there was a motion to adjourn. Member Gilmour made a motion to adjourn the meeting, second by Vice-Chairman Giles. **With all members present voting aye, the meeting adjourned at 4:52 p.m.**

Respectfully submitted,

Christina Wald
Administrative Assistant



Centrex Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer	<u>Kendall County</u>				
	804 W. John Street				
Address	<u>Suite B</u>				
City	<u>Yorkville</u>	ST	<u>IL</u>	ZIP	<u>60560</u>

Term Agreement: 12 Months

Centrex Monthly Charge: \$9.00

Number of Lines Guaranteed: 2

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement.
Carrier Access Fees - Waived.

Service/Additional Terms:

Renewal of existing services. Apply all other rates and terms from CSA 31893

Subject to last sentence of this paragraph, the County shall have the right to convert its service to another Call One product (the "Upgraded Product"), if the County agrees to either (i) pay, for the remainder of the term of the Contract, any difference between the MRC stated in the Contract and the MRC for the Upgraded Product, or (ii) enter into a new agreement with Call One for term of at least 36 months. If the County chooses alternative (ii), it shall be entitled to the discounted MRC applicable to contracts of at least 36 months, and no termination penalty shall be charged. Notwithstanding the foregoing, the County shall not have the right to convert its service in the last 12 months of the initial term of the Contract. The General Terms and Conditions of the Request for Proposal ("RFP") shall be binding on bidder and if there is a conflict between the RFP and the final contract entered into, the terms and conditions listed in the RFP shall control.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
<u>1102 CORNELL; Fl 1</u>	<u>YORKVL, IL</u>	<u>630-553-7500</u>

_____	_____	_____
<i>Authorized customer signature</i>	<i>Date</i>	<i>CallOne authorized signature</i>
_____	_____	_____
<i>Print name</i>	<i>Title</i>	<i>Print name</i> <i>Date</i>

Call One Inc.
225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

31894

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"). Upon expiration of the Term, the monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term. The Term shall begin on the later of (i) the date Call One signs the first page of this Agreement and (ii) the date any installation necessary to begin the Service is completed.
- 2. Rates.** By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified to Customer in its monthly invoice or in the applicable state tariff, and will be effective as stated therein. If Customer has elected a Term other than Month-to-Month, the monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment") that is not specifically identified as being terminated pursuant to Section 4(b), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If as part of Call One's provision of Services Customer has agreed to terminate a Third Party Commitment(s) identified on Page 1 of this Agreement, Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has terminated the Third Party Commitment(s) as provided above or the Third Party Commitment(s) have expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service. (c) The penalty will be calculated as follows: $25\% \times (\text{number of lines guaranteed}) \times (\text{line charge} + \text{Centrex charge}) \times (\text{number of months remaining on term})$.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached hereto and referenced herein or therein constitute the entire agreement between the parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



Renewal Customer Service Agreement

This Customer Service Agreement ("Agreement") authorizes Call One® Inc., with a principal place of business at 225 West Wacker, Floor 8, Chicago, IL 60606 ("Call One") to provide telecommunication services ("Services") to the customer identified immediately below ("Customer"). The Services provided hereby are subject to the Terms and Conditions set forth in this Agreement.

Customer Kendall County
804 W. John Street
Address Suite B
City Yorkville ST IL ZIP 60560

Please check box to determine term and discount

- 1 Year
 2 Year
 3 Year

Additional Charges: All rates and discounts are subject to the rates and discounts contained in the SPC underlying agreement. Prices subject to change. Carrier Access Fees - Waived.

Service/Additional Terms:
Renewal of existing services.

Subject to last sentence of this paragraph, the County shall have the right to convert its service to another Call One product (the "Upgraded Product"), if the County agrees to either (i) pay, for the remainder of the term of the Contract, any difference between the MRC stated in the Contract and the MRC for the Upgraded Product, or (ii) enter into a new agreement with Call One for term of at least 36 months. If the County chooses alternative (ii), it shall be entitled to the discounted MRC applicable to contracts of at least 36 months, and no termination penalty shall be charged. Notwithstanding the foregoing, the County shall not have the right to convert its service in the last 12 months of the initial term of the Contract. The General Terms and Conditions of the Request for Proposal ("RFP") shall be binding on bidder and if there is a conflict between the RFP and the final contract entered into, the terms and conditions listed in the RFP shall control.

Billing Telephone Numbers (BTN) associated with this account:

Physical Location	City, State	BTN
-------------------	-------------	-----

Authorized customer signature

Date

CallOne authorized signature

Print name

Title

Print name

Date

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Billing Telephone Numbers (BTN) (continued):

1102 CORNELL	YORKVL, IL	630-553-0003
1102 CORNELL; Flr 1	YORKVL, IL	630-553-0167
109 W RIDGE; Flr 1	YORKVL, IL	630-553-0222
103 BEAVER; Flr 1	YORKVL, IL	630-553-0264
1102 CORNELL; Flr 1	YORKVL, IL	630-553-0811
1102 CORNELL; Flr 1	YORKVL, IL	630-553-1240
1204 CORNELL; Flr 1	YORKVL, IL	630-553-1615
1102 CORNELL	YORKVL, IL	630-553-2052
111 W FOX; Flr 1	YORKVL, IL	630-553-3335
1102 CORNELL; Flr 1	YORKVL, IL	630-553-4031
110 W RIDGE; Flr 1	YORKVL, IL	630-553-4100
807 JOHN; Flr 1	YORKVL, IL	630-553-5303
10460 ROUTE 71	YORKVL, IL	630-553-5444
1102 CORNELL; Flr 1	YORKVL, IL	630-553-5856
166 W HYDRAULIC AV	YORKVL, IL	630-553-6314
1102 CORNELL; Flr 1	YORKVL, IL	630-553-7500
6780 ROUTE 47	YORKVL, IL	630-553-7616
1102 CORNELL; Flr 1	YORKVL, IL	630-553-8750
8 ROCKY WY; Bldg APT; des parking lot	MONTGRY, IL	630-892-5856
1102 CORNELL	YORKVL, IL	800-281-1945
1102 CORNELL	YORKVL, IL	677-446-4528
1102 CORNELL	YORKVL, IL	888-476-0500
1102 CORNELL	YORKVL, IL	888-477-4576
1102 CORNELL	YORKVL, IL	888-477-4882

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301

Terms and Conditions

- 1. Term.** Customer hereby orders the Local Exchange, Interexchange and miscellaneous services incident thereto as described herein (collectively, the "Services") for the term selected by Customer on Page 1 of this Agreement (the "Term"), effective as of the date the Services are installed or first provided (the "Effective Date"). Upon expiration of the Term, the usage rates and monthly recurring charges applicable to a Term other than Month-to-Month will revert to Call One's prevailing month-to-month rates unless Customer has (1) entered into a successor agreement or (2) canceled the Service, in each case effective as of the expiration of the Term. Call One is not responsible for notifying customer of the expiration of any Term.
- 2. Rates.** (a) Unless otherwise specified on Page 1 of this Agreement, Call One's prevailing month-to-month rates for lines, features, other monthly recurring charges and non-recurring charges (e.g., installation, service establishment and/or other non-recurring charges) will apply to the Services. By executing this Agreement, Customer acknowledges that it has received notice of and is aware of the rates and other charges that apply to the Services that are not specifically identified on Page 1 of this Agreement. If there is any change to Call One's prevailing rates or charges that apply to the Services, Customer will be notified in its monthly invoice or in the applicable state tariff, effective as stated therein. If Customer has elected a Term other than Month-to-Month, the usage rates and monthly recurring charges (each expressed as a rate or as a discount off Call One's prevailing month-to-month rates) identified on Page 1 of this Agreement will apply to the Services during the Term. (b) Call One shall also bill Customer as a separate line item all applicable federal, state and other governmental fees, surcharges and taxes. (c) Call One may, at its sole discretion, increase the rates for Band C, 1+ long distance or inbound 800/888 toll-free Services, if and to the extent the charge from the local exchange carrier to terminate the outbound calls or to originate the inbound calls exceeds twenty-five percent of the rate for that Service, and that Service will be provided on a month-to-month term.
- 3. Authorization.** Customer authorizes Call One to act as its agent for purposes of obtaining information on Customer's existing telecommunications and related service(s) and to submit orders to reflect the Services ordered under this Agreement for the specific Billing Telephone Numbers (BTN) and/or physical locations listed below and included in any supplement to this Agreement. This grant of agency shall remain in effect until revoked by Customer.
- 4. Existing Commitments.** (a) If Customer has an existing term commitment contract with another service provider (a "Third Party Commitment"), Customer acknowledges that, in addition to the Terms and Conditions of this Customer Service Agreement, Customer shall remain obligated under the terms of such Third Party Commitment and shall be solely responsible for any penalties, fees or charges by virtue of that Third Party Commitment. (b) If, as part of Call One's provision of Services, Customer terminates a Third Party Commitment(s), Customer agrees that it is solely responsible for the fees associated with such termination. Further, no discount is provided for the related services unless and until Customer has agreed to terminate the Third Party Commitment(s) as provided above or the Third Party Commitment(s) has expired and Customer has entered a new agreement directly with Call One.
- 5. Early Termination/Cancellation.** Customer shall be required to provide Call One a minimum of 30 days notice in writing of any termination/cancellation of Service(s). (a) If Customer terminates the Service in whole or in part prior to the expiration of the Term, Customer will be liable for an early termination charge equal to the Term Savings Recovery. As used herein, "Term Savings Recovery" is the total usage and monthly recurring charge discount received by the Customer calculated as follows: (A) the difference between the total usage charges billed to Customer at the discounted rates Customer received for the Term selected in this Agreement and the total usage charges that would have been billed to Customer at the Call One tariff month-to-month usage rates in effect as of the Effective Date; and (B) the difference between the discounted monthly recurring charges Customer received for the Term selected in this Agreement and the Call One tariff non-discounted monthly recurring charges in effect as of the Effective Date times the number of months Service was provided. In addition, Customer shall also be liable for any installation and/or other non-recurring charges that were waived. (b) If Call One terminates Service(s) in whole or in part due to Customer's non-payment or default, customer will be deemed to terminate the Service(s) and liable for all early termination charges. (c) If Customer cancels Service before the Service is established, Customer shall be liable to Call One for all reasonable expenses incurred by Call One to process the order for Service.
- 6. Inside Wiring.** The applicable rates for inside wiring provided directly by Call One to Customer are specified on the technician-charges page of the Call One website at www.callone.com. Inside wiring provided by a third party vendor will be billed at their applicable rates and charges. In addition, any installation charges identified on Page 1 of this Agreement applies to the initial Service installation and does not include inside materials and wiring.
- 7. Liability.** The entire liability of Call One, if any, for damages to Customer or to any third party whether in negligence, tort, contract or otherwise, which may arise from Call One's performance or non-performance of the Services is limited to an amount equal to a prorated adjustment of applicable monthly recurring charges for the Services affected or any portion thereof. The foregoing limitation of liability includes any mistakes, omissions, interruptions, delays, errors or defects in transmission occurring in the course of installing and/or furnishing the Service.
- 8. Applicability of Tariffs.** This Agreement orders Services at rates provided herein and subject to the terms and conditions set forth in Call One's then-applicable state tariff, which tariff is incorporated by reference. State tariffs are available through the regulatory page of the Call One web site currently at www.callone.com. Customer acknowledges all services purchased pursuant to this agreement are for business purposes.
- 9. Assignment.** Customer may not assign this Agreement (by operation of law or otherwise) without the prior written consent of Call One, which consent will not be unreasonably withheld or delayed. Any prohibited assignment shall be void ab initio.
- 10. Entire Agreement.** Signed facsimile or scanned copies of this Agreement will legally bind the parties to the same extent as originally executed documents. The terms contained in this Agreement and any documents attached and referenced herein constitute the entire agreement between the parties with respect to the subject matter hereof.
- 11. Jurisdiction / Collection Costs.** Any action or proceeding arising out of or related to this Agreement, the Tariffs or Services may be commenced in any state or Federal court of competent jurisdiction in the State of Illinois. The Parties submit and expressly consent to the jurisdiction of such court and expressly waive any right to a trial by jury. Call One shall be entitled to recover from Customer all reasonable collection costs, including attorneys fees.

Customer initials _____

Call One initials _____

Call One Inc.

225 W Wacker Drive 8th Floor - Chicago, IL 60606 - Telephone 312-681-8300 - Fax 312-681-8301



KenCom Public Safety Dispatch

1100 Cornell Lane, Yorkville, Illinois 60560

Phone (630) 553-0911

Fax (630) 553-9411

February 3, 2017

Kendall County Facilities Management
804 W. John Street
Suite B
Yorkville, Illinois 60560

Dear Mr. Smiley;

KenCom is requesting replacement of the existing door windows, office windows and hallway windows for the purpose of additional security of the 9-1-1 dispatch center. Facilities Management received two quotes from O'Neill Glass and Mirror; first quote for \$1,072 and the second quote for \$2,303.52 for a total of \$3,375.61. KenCom is requesting all work described in the quotes to be performed for a total cost of \$3,375.61 of which KenCom will pay in its entirety. KenCom understands the windows will stay in the space even if KenCom leaves after the lease expires.

Thank you for the work you have put into this project. Please let me know if there is anything additional you need from KenCom for this project to proceed.

Sincerely,

Larry Nelson
KenCom Finance Chairman

Lynette Bergeron
Director of Communications

COUNTY OF KENDALL, ILLINOIS
BUDGET & FINANCE COMMITTEE
Meeting Minutes
Thursday, February 16, 2017

Call to Order

Chairman John Purcell called the Budget and Finance Committee to order at 3:00p.m.

Roll Call

Attendee	Status	Arrived
John Purcell	Present	
Lynn Cullick	Present	
Bob Davidson	Present	
Matt Kellogg	Present	
Matthew Prochaska	Present	

Others Present: Sheriff Dwight Baird, Latreese Caldwell, Bob Jones, Andy Nicoletti, Jeff Wilkins

Claims Review and Approval – Member Cullick moved to forward to the County Board the Approval of Claims in an amount not to exceed \$1,169,546.70, Grand Juror Claims for Date of Service 1/23/2017 in an amount not to exceed \$253.16, Grand Juror Claims for Date of Service 2/10/2017 in an amount not to exceed \$251.83, and February Petit Juror Claims in an amount not to exceed \$1,113.21, second by Member Prochaska. **With five member’s present voting aye, the motion carried.**

Items from Other Committees

Member Davidson reported that Facilities Management has provided Dr. Tokars with the cost for installation of protective glass in the reception area of the Health Department. Facilities is awaiting Health Department funding and the approval before any work begins.

Department Head and Elected Official Reports - None

Items of Business

- *January State Revenue Report from Commission on Government Forecasting and Accountability* – Jeff Wilkins reviewed the report with the committee, and said that base revenue fell \$167 million in January. Discussion followed.
- *Illinois Municipal League Revenue Review* – Mr. Wilkins provided this information for discussion.

Public Comment – None

Questions from the Media – None

Items for Committee of the Whole - None

Items for the County Board

- *Approval of Claims in an amount not to exceed \$1,169,546.70, Grand Juror Claims for Date of Service 1/23/2017 in an amount not to exceed \$253.16, Grand Juror Claims for Date of Service 2/10/2017 in an amount not to exceed \$251.83, and February Petit Juror Claims in an amount not to exceed \$1,113.21*

Executive Session – Not needed

Adjournment – Member Cullick made a motion to adjourn the Budget and Finance Committee meeting, second by Member Prochaska. **The meeting adjourned at 3:47p.m.**

Respectfully submitted,

Valarie McClain
Recording Secretary

COUNTY OF KENDALL, ILLINOIS
JUDICIAL LEGISLATIVE COMMITTEE
Wednesday, February 1, 2017
Meeting Minutes

Call to Order

Committee Chair Matthew Prochaska called the Judicial Legislative Committee meeting to order at 3:00p.m.

Roll Call

Attendee Name	Status	Arrived
Matthew Prochaska	Present	
Tony Giles	Absent	
Judy Gilmour	Present	
Audra Hendrix	Present	
John Purcell	Present	

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

Others Present: Sheriff Dwight Baird, Judge Tim McCann, Judge Robert Pilmer, Nicole Swiss, Courtney Transier, Tina Varney, Eric Weis, Jeff Wilkins

Approval of Agenda – Member Hendrix made a motion to approve the agenda, second by Member Purcell. **With all present in agreement, the motion carried.**

Status Reports

Circuit Clerk – Written report submitted

Courthouse – Judge McCann read a thank you letter from the family of Judge Cadwell in appreciation for the resolution honoring his service to Kendall County prior to his recent death.

Judge McCann reported that the Courthouse normally holds an appreciation ceremony for the Courthouse Volunteers in May. Judge McCann and Eric Weis would like to include the appreciation ceremony in conjunction with the May Judicial Committee meeting. The committee agreed, and will invite the full Board to participate. A small reception will follow the ceremony.

Eric Weis informed the committee of the death of long-time volunteer Ed Thompson, who volunteered at the Courthouse for the last 10 years. Mr. Weis also briefed the committee on the hours worked, the loyalty and dedication of the volunteers, and the asset that they are to the citizens, elected officials and personnel in the Courthouse.

Judge McCann also briefed the committee on continued roof issues in the older part of the Courthouse, and said they have had leaks in the Probation area and one of the courtrooms. Tina Varney said that they have had three major leaks in the recent past. Judge McCann continues to discuss the issues with Jim Smiley, and hopes that facilities will find a permanent fix to the issue soon.

Judge McCann also reported that by Congressman Hultgren's office who would like permission to use the Jury Assembly room to hold a Town Hall/Informational meeting next Friday, February 10, 2017.

Court Security – No report

Court Services/Probation –Tina Varney said they have scheduled a leadership training for state probation leaders throughout the State of Illinois in June 2017. Ms. Varney stated that many have already responded that they will attend.

Ms. Varney provided the monthly Juvenile Detention Costs, and Board and Care reports.

Ms. Varney said they are currently supervising 24 people on their GPS monitoring program, which is an increase from previous months.

Public Defender – Monthly report provided by Courtney Transier who said their caseloads continue to increase.

State's Attorney – Mr. Weis stated they have confirmation for the Open Meetings Act training on May 18, 2017 at 6:00p.m. by the Attorney General's Office. Invitations are forthcoming.

Mr. Weis reported the Drug Court is up and running, and that several candidates are currently going through the process for acceptance into the program.

Mr. Weis said that the Juvenile Justice Council is hosting a free Cyber-Smart Parent Presentation at Traughber Junior High School in Oswego on February 21 from 6:30-8:30p.m. Internet Crimes and Safety expert Detective Rich Wistocki of the Naperville Police Department will present topics including texting, sexting and cyberbullying, and learning how to keep children safe online and on their cellphones.

Legislative Report and Update

- *Federal Legislative Priorities* – Member Prochaska stated that Chairman Gryder and Congressman Hultgren's office have requested that the Judicial Legislative Committee compile a list of federal legislative priorities for the County that will be given to the Congressman. The committee will go through the requests from the department heads and elected officials, and prioritize them. All requests and suggestions should be given to Member Prochaska for further discussion at future meetings.

Suggestion from Member Purcell – EPA Restrictions on Storm Water Run-off (Grove Road Bridge)

Suggestion from Member Hendrix – Funding to update Technology Infrastructure that serves County residents (fiber optic and Wi-Fi that could be resold)

- *State Legislation* – Member Prochaska reviewed the five bills that he is currently following:

SB 3 - Local Government Consolidation

SB 13 - P-TELL Freeze

HB290 - Internal Internet posting for local Government

HB442 - Posting of Public Records Online

HB678 - Juvenile Court Hearing within 24 hours

Tina Varney said that the State Probation Association is supporting the 48-hour Juvenile Court Hearing rule to align with federal requirements and adult pre-trial standards. Judge McCann stated that holding Juvenile Court within 24-hours would be costly to the County because of the labor requirements and overtime pay that would be needed to conduct the hearings, and the opening of the Courthouse on weekends or holidays.

Old Business - None

New Business

- *Recommend Board Rules of Order Change and Merger of Public Safety and Judicial Legislative Committees* – Member Hendrix made a motion to forward the item to the Committee of the Whole for further discussion, second by Member Gilmour. **The motion carried by a voice vote.**
- *Determine 2017 Regular Meeting Schedule* – No action taken on this item

Items for COW

- *Recommend Board Rules of Order Change and Merger of Public Safety and Judicial Legislative Committees*

Actions Items for County Board - None

Public Comments - None

Executive Session – Not needed

Adjournment – Member Hendrix made the motion, second by Member Purcell to adjourn the Judicial Legislative Committee at 3:47p.m. **With all in agreement, the meeting adjourned.**

Respectfully Submitted,

Valarie McClain, Recording Clerk

COUNTY OF KENDALL, ILLINOIS
COMMITTEE OF THE WHOLE
Thursday, February 16, 2017

CALL TO ORDER AND PLEDGE OF ALLEGIANCE

The meeting was called to order by County Board Vice Chair Lynn Cullick at 4:00p.m., who led the committee in the Pledge of Allegiance to the American Flag.

ROLL CALL

Attendee	Status	Arrived
Scott Gryder	Absent	
Lynn Cullick	Present	
Bob Davidson	Present	
Elizabeth Flowers	Absent	
Tony Giles	Present	
Judy Gilmour	Present	
Audra Hendrix	Present	
Matt Kellogg	Absent	
Matthew Prochaska	Present	
John Purcell	Present	

Others present: Sheriff Dwight Baird, ASA Leslie Johnson, Technology Director Scott Koeppel, and County Administrator Jeff Wilkins

OLD BUSINESS - None

NEW BUSINESS

From the Judicial Legislative Committee:

- *Recommend Board Rules of Order Change and Merger of Public Safety and Judicial Legislative Committees* – Member Prochaska stated that this issue has been discussed at both committee meetings, and there was consensus by the members to combine the two committees into one committee. Discussion on the logistics, and the efficiency of combining the committees. Member Prochaska will survey attendees for both committees about a meeting day and time and report at the March 7, 2017 Board meeting. **There was consensus by the committee to forward the item to the March 7, 2017 County Board meeting for further discussion and approval.**

PUBLIC COMMENT – None

QUESTIONS FROM THE MEDIA – None

CHAIRMANS REPORT – No report

REVIEW BOARD ACTION ITEMS – Add UCCI Report as 14E. Remove Health & Environment, Labor & Grievance and Admin HR committee reports for February 21, 2017.

Member Prochaska reported that Coroner Jacquie Purcell has requested an additional credit card issued for her office. Member Prochaska asked that this item be added to the February 21, 2017 Board agenda under new business for approval. The committee agreed that \$2500 would be a sufficient limit on the credit card.

ADJOURNMENT – Member Prochaska moved to adjourn the meeting at 4:29p.m. Member Hendrix seconded the motion. **The motion was unanimously approved by a voice vote.**

Respectfully Submitted,

Valarie McClain
Recording Secretary

ORDINANCE # 2017-_____

**AMENDMENT TO THE KENDALL COUNTY HISTORIC PRESERVATION
ORDINANCE: ARTICLE II “Organization”**

WHEREAS, the Kendall County Board established the Kendall County Historic Preservation Ordinance through Ordinance 2006-67; and

WHEREAS, the Kendall County Historic Preservation Commission, an agency of the Kendall County Board is invested with certain powers and duties pursuant to the Ordinance; and

WHEREAS, the Kendall County Historic Preservation Ordinance may propose landmarks & historic districts for designation by the County Board; and

WHEREAS, the Kendall County Board amends this Ordinances from time to time in the public interest.

NOW, THEREFORE, BE IT ORDAINED, the Kendall County Board hereby amends ARTICLE II. “Organization” of the Kendall County Historic Preservation Ordinance as presented in Exhibit “A”, attached hereto and made a part hereof.

NOW, THEREFORE, BE IT FURTHER ORDAINED, this Amendment to the Kendall County Historic Preservation Ordinance shall be effective upon approval by the Kendall County Board.

IN WITNESS OF, this Amendment to the Kendall County Historic Preservation Ordinance was approved by the Kendall County Board on February 21, 2017.

Attest:

Debbie Gillette
Kendall County Clerk

Scott Gryder
Kendall County Board Chairman

Exhibit A

ARTICLE II

THE HISTORIC PRESERVATION COMMISSION

1. ORGANIZATION

A) *Appointment.* The Kendall County Board shall by ordinance appoint members to the Kendall County Preservation Commission from names submitted by the County Board Chair.

B) *Composition.* The Preservation Commission shall consist of five (5) members. All members shall be residents of Kendall County. The County Board Chair may nominate to the Preservation Commission persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, law, real estate, historic preservation and/or the preservation of community character. Commission vacancies shall be posted in a newspaper of general circulation within the county and on the county internet website. Included in the five (5) voting members, the County Board may appoint one of their members or staff to serve as a voting member of the Commission and liaison to the County Board.

C) *Terms.* Members shall serve for three year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair.

D) *Officers.* Officers shall consist of a Chair, Vice-Chair and a Secretary elected by the Preservation Commission. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. The Chair, Vice-Chair and secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as an officer in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:

- i) That minutes are taken of each Preservation Commission meeting;
- ii) That copies of the minutes, reports, and decisions of the Preservation Commission be published and distributed to the members of the Preservation Commission.
- iii) The Kendall County Board Chair is advised of vacancies on the Preservation Commission and expiring terms of members; and

Kendall County
Historic Preservation Ordinance

iv) That there be prepared and submitted to the Kendall County Board a complete record of the proceedings before the Preservation Commission on any matters requiring County Board consideration. The Kendall County Planning, Building & Zoning Department shall be the official keeper of the records.

E) *Rules and Procedures.* The Historic Preservation Commission shall have the authority to develop and adopt rules and procedures necessary to carry out its functions under the provisions of this Ordinance.

F) *Meetings.* Meetings of the Preservation Commission shall be held no less than monthly, except in those months when no business is pending, and shall be held at such times and places within the County as the Commission shall decide. Special meetings may be called by the Chair or by the consent of two (2) members. All meetings of the Commission shall be open to the public, shall follow all provisions of the Open Meetings Act and shall adhere to Robert's Rules of Order. The Commission shall keep minutes of its proceedings, showing a vote of each member upon every question, or if absent or failing to vote, and shall also keep records of its official actions. Such minutes and records shall be open to the public for inspection at offices of the Kendall County Planning, Building & Zoning Department.

G) *Quorum.* A quorum shall consist of three (3) members. The transaction of business shall be made by a majority vote of those members in attendance while a quorum is present, except that the adoption, modification or rescission of any rule or part thereof shall require the affirmative vote of four (4) members.

H) *Compensation.* The members shall serve without compensation, but they shall be reimbursed for their expenses necessarily incurred in the performance of their duties as such and approved by the Director of the Planning, Building & Zoning Department, and if funds are available in the Historic Preservation Commission's reserves.

I) *Annual Report.* The Commission shall submit an annual report of its activities to the Kendall County Board.

ARTICLE II

THE HISTORIC PRESERVATION COMMISSION

1. ORGANIZATION

A) *Appointment.* The Kendall County Board shall by ordinance appoint members to the Kendall County Preservation Commission from names submitted by the County Board Chair.

B) *Composition.* The Preservation Commission shall consist of ~~five~~ seven (5-7) members. All members shall be residents of Kendall County. The County Board Chair ~~may shall~~ nominate to the Preservation Commission ~~at least one (1) attorney, one (1) historian or architectural historian, one (1) architect/engineer, and one (1) real estate professional knowledgeable in historic preservation; the other members shall be~~ persons with a demonstrated interest in archaeology, Kendall County history, architecture, engineering, law, real estate, historic preservation and/or the preservation of community character. Commission vacancies shall be posted in a newspaper of general circulation within the county and on the county internet website. Included in the ~~five seven~~ (57) voting members, the County Board may appoint one of their members or staff to serve as a voting member of the Commission and liaison to the County Board.

C) *Terms.* ~~Terms of the initial members shall be staggered so that three serve for one year; three for two years; and three for three years. Successors to initial m~~Members shall serve for three year terms. All ex officio members shall serve the term of their elected or appointed office. All members shall serve until their successors are appointed. Vacancies shall be filled by the Kendall County Board from names submitted by the County Board Chair.

D) *Officers.* Officers shall consist of a Chair, Vice-Chair and a Secretary elected by the Preservation Commission. The Chair shall preside over meetings. In the absence of the Chair, the Vice Chair shall perform the duties of the Chair. If both the Chair and the Vice-Chair are absent, a temporary Chair shall be elected by those present. The Chair, Vice-Chair and secretary shall serve a term of one (1) year and shall be eligible for re-election. No member shall serve as an officer in the same capacity for more than three (3) consecutive years. Once the member has served in the same capacity for three (3) years a one (1) year hiatus from that office must be followed. The Chair shall ensure that the following duties are performed:

- i) That minutes are taken of each Preservation Commission meeting;
- ii) That copies of the minutes, reports, and decisions of the Preservation Commission be published and distributed to the members of the Preservation Commission.

iii) The Kendall County Board Chair is advised of vacancies on the Preservation Commission and expiring terms of members; and

iv) That there be prepared and submitted to the Kendall County Board a complete record of the proceedings before the Preservation Commission on any matters requiring County Board consideration. The Kendall County Planning, Building & Zoning Department shall be the official keeper of the records.

E) *Rules and Procedures.* The Historic Preservation Commission shall have the authority to develop and adopt rules and procedures necessary to carry out its functions under the provisions of this Ordinance.

F) *Meetings.* Meetings of the Preservation Commission shall be held no less than monthly, except in those months when no business is pending, and shall be held at such times and places within the County as the Commission shall decide. Special meetings may be called by the Chair or by the consent of two ~~three~~ ~~(23)~~ members. All meetings of the Commission shall be open to the public, shall follow all provisions of the Open Meetings Act and shall adhere to Robert's Rules of Order. The Commission shall keep minutes of its proceedings, showing a vote of each member upon every question, or if absent or failing to vote, and shall also keep records of its official actions. Such minutes and records shall be open to the public for inspection at offices of the Kendall County Planning, Building & Zoning Department.

G) *Quorum.* A quorum shall consist of three ~~four~~ ~~(34)~~ members. The transaction of business shall be made by a majority vote of those members in attendance while a quorum is present, except that the adoption, modification or rescission of any rule or part thereof shall require the affirmative vote of four ~~five~~ ~~(45)~~ members.

H) *Compensation.* The members shall serve without compensation, but they shall be reimbursed for their expenses necessarily incurred in the performance of their duties as such and approved by the Director of the Planning, Building & Zoning Department, and if funds are available in the Historic Preservation Commission's reserves.

I) *Annual Report.* The Commission shall submit an annual report of its activities to the Kendall County Board.